GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA

MAY 14, 2014
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding Proclamation Declaring May 24, 2014 as Gulf Breeze High School Class of 2014 Day.

B. Discussion and Action Regarding Driftwood Subdivision Variance Request.

C. Discussion and Action Regarding Special Event Application for Captain Fun 5k Run on August 2, 2014.

D. Discussion and Action Regarding Flood Debris Pickup.

E. Discussion and Action Regarding Engagement of Boyetts and Containers Inc. for Sanitary Services.

F. Discussion and Action Regarding Emergency Response and Repairs No. 2 April 2014 Rain Event.

G. Discussion and Action Regarding Resolution No. 07-14, Approving a Plan of Finance for Holley-Navarre Water System.

H. Discussion and Action Regarding Florida Department of Transportation – Roadside Beautification Assistance Grant.

I. Discussion and Action Regarding Purchase of Payton Office Complex, 1189 Gulf Breeze Parkway.

J. Discussion and Action Regarding Formation of a Storm Water Task Force

K. Information Items

L. Public Forum

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving the recognition from the Chair.

City of Gulf Breeze

PROCLAMATION

WHEREAS, during this time of the year, families and friends gather to honor the academic achievements of students and share in the celebration of their graduation; and,

WHEREAS, the Gulf Breeze High School Class of 2014 will be graduating from a high school that has had the distinctive honor of being named an A+ school by the state of Florida for numerous years; and,

WHEREAS, the Class of 2014 has a graduating class of three hundred thirty-two (332) students. Of those students, one hundred forty-five (145) are athletes, one hundred thirty-seven (137) will graduate with honors; one hundred ninety-four (194) are in advance placement classes; one hundred five (105) are dual-enrolled in college courses; and four (4) students have appointments to military academies; and,

WHEREAS, the City of Gulf Breeze would like to recognize parents, grandparents, teachers, administrators, and school board members who have helped the Class of 2014 on the path to graduation; and,

NOW, THEREFORE, I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, do hereby proclaim May 24, 2014, to be

GULF BREEZE HIGH SCHOOL CLASS OF 2014 DAY

in Gulf Breeze, and I urge all citizens to celebrate the Class of 2014 and to congratulate and encourage them in their future endeavors,

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this _____ day of May, 2014.

_____ Stephanie Lucas, City Clerk

_____ Beverly H. Zimmern, Mayor

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: May 8, 2014

SUBJECT: Driftwood Subdivision Variance Request

Attached, please find a plat for the 4th Addition to Driftwood Subdivision. As you will recall, there have been several other instances where this subdivision name has been used and reviewed by the Development Review Board (DRB). The most recent was developed by Britton Stamps. This particular project is being developed by David Brannen of Dune LLC and involves subdividing an existing single parcel of property located at 32 Duncan Avenue into two separate parcels. This project is identical in nature to the other subdivisions with the exception of size and scale.

As with the past projects, due to the size of the project and the bluff line, the developer is seeking several variances. They concern: setbacks, minimum drive width and stormwater retention requirements.

Drive Width

Section 21-140 of the Land Development Code (LDC) requires that all roads servicing developments in the RC district have a minimum pavement width of 24 feet. The developer is proposing a service road width of 22 feet with an additional 18 foot easement for utilities. This request is similar to the previous request made by the other developers of the variants of the Drifitwood subdivisions. Additionally, the Oaks by the Bay Subdivision was approved with the same variance. A 22 foot wide service road should be more than adequate to serve the limited number of units being developed.

Sec. 21-140. Service roads.

All roads serving condominium developments in the R-C district shall have a minimum pavement width of 24 feet and a minimum right-of-way of 40 feet, and shall never be accepted by the city unless the streets and buildings meet the subdivision, zoning, and all applicable land development code requirements, and are constructed to standards approved by the city for public roads.

(850) 934-5100 • FAX (850) 934-5114
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WWW.CITYOFGULFBREEZE.COM

Setbacks

While this particular project is located in the R1AA zoning district, Mr. Brannen wants the subdivision to fall in line with the other variants of the Driftwood subdivisions and he desires to use the setback provisions established in Section 21-248 and differ from the setbacks for R1AA zoning. The differences are as follows: (1) It allows for a less stringent 5.5 foot setback for the primary structure as opposed to the 8 foot side yard setback required in the R1A and R1AA zoning districts. (2) It also allows for a less stringent 40 foot minimum lot width as opposed to the 80 foot minimum found in the R1A and R1AA requirements.

Sec. 21-248. Cumulative residential provisions.

(a) Single-family uses as allowed in R-1-AA and R-1-A districts are permitted in TH and R-C districts. Such single-family uses will be considered as having been developed in an R-1-A district and, except as set forth in subsection (b), must meet the requirements for single-family uses as set forth in district R-1-A in division 4 of article II of this chapter.

(b) Single-family detached structures in a TH or R-C district as allowed by subsection (a) must have lot widths of at least 40 feet at the front setback line and beyond and side yard setback of 5½ feet from the side lot line. All other requirements and provisions for single-family detached structures set forth in division 4 of article II of this chapter, district R-1-A, with exception for lot widths and side yard setbacks, but including overall building lot square footage requirements, are applicable to such single-family detached structures in the TH or R-C districts.

Because of the 5.5 foot setback, an issue arises with the placement of accessory structures. More specifically it involves the placement of generators and HVAC components. Staff has always interpreted these items to be accessory structures and as such, they must adhere to the 5 foot side yard setback established in Section 21-85 of the LDC. Given the primary structure setback of 5.5 feet, there will be only a half of a foot wide area where a generator or HVAC equipment could be placed on the side of the primary structure. The petitioner is requesting a variance from Section 21-85 so that these aforementioned items could be located within the 5 foot setback. The variance is worded in such a way that only a generator or HVAC equipment could be located within the setback.

Sec. 21-69. Setbacks, yard requirements.

The minimum setback from the front lot line shall be 30 feet; minimum side yard setback shall be eight feet from the side lot line; minimum rear yard depth is to be 30 feet from any portion of the main house or porches, attached garages or carports to the rear lot line except in the case of corner lots for which the rear yard restrictions shall be 15 feet. On corner lots the side of the lot having the least street frontage shall be considered the front lot line for setback purposes, regardless of how the house actually faces; if the house actually faces the side street, the minimum setback from the side street shall be 20 feet, otherwise the minimum setback from the side street shall be 15 feet.

Stormwater

Section 24-99 (2) requires that the run-off leaving a site after being developed be maintained at the rates that existed prior to development. This requirement insures that downstream properties are not flooded by increased runoff when a property is developed. As the Driftwood project will directly discharge surface water runoff to Escambia Bay, the threat of downstream flooding is nonexistent. Therefore, the facility can be granted a variance removing the requirement to meet this condition. Similar variances were granted to other projects adjacent to this project.

The developer has mitigated most of the concerns regarding the aforementioned deviations from the Code. When you look at the impacts, staff feels that they are minimal in nature. Other than the aforementioned variances, the project appears to be in line with the other variants of the Driftwood subdivision and staff recommends approval of the project.

Recommendation: ***That the City Council hold a Public Hearing on May 19, 2014, and approve the variances as submitted.***

A MINOR SUBDIVISION PLAT OF

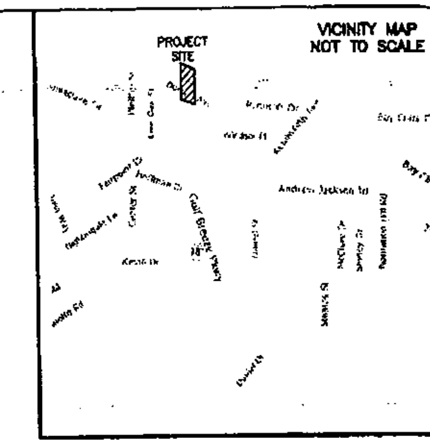
THE FORTH ADDITION TO DRIFTWOOD

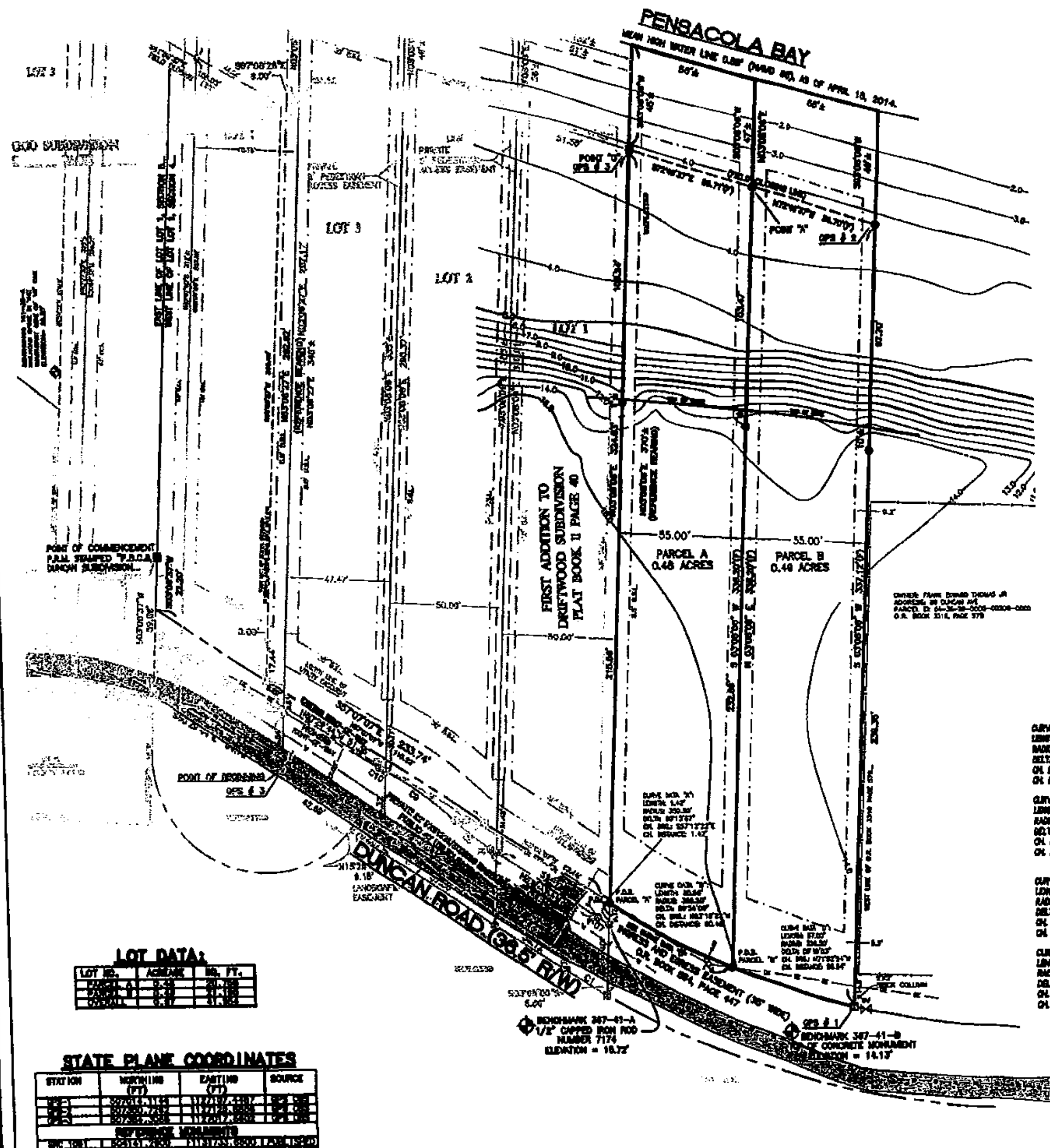
BEING A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 29 WEST,
SANTA ROSA COUNTY, CITY OF GULF BREEZE, FLORIDA
2 LOTS ZONED R-C
MAY 2014

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

OWNER/DEVELOPER:
DAVID BRANNEN
P.O. BOX 940
GULF BREEZE, FLORIDA 32562
PHONE: 850-434-7700

SURVEYOR:
E. WAYNE PARKER
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923





DESCRIPTION:

PARCEL "A"
COMMENCE AT A POINT BEING ON THE WEST LINE OF LOT 1, SECTION 4, TOWNSHIP-3-SOUTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, SAID POINT OF COMMENCEMENT BEING A PERMANENT CONCRETE MONUMENT KNOWN AS P.R.C.R., ACCORDING TO THE PLAT OF DUNCAN SUBDIVISION RECORDED IN PLAT BOOK A, AT PAGE 40, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 08 MINUTES 37 SECONDS WEST ALONG SAID WEST LINE OF LOT 1, SECTION 4, FOR A DISTANCE OF 32.38 FEET TO AN EXTENSION OF THE NORTHERLY RIGHT OF WAY LINE OF DUNCAN ROAD (HALF R/W); THENCE GO SOUTH 57 DEGREES 07 MINUTES 07 SECONDS EAST ALONG SAID EXTENSION AND NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 223.74 FEET TO A POINT OF CURVATURE; THENCE CONTINUE SOUTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE BEING A CURVE TO THE LEFT AND HAVING A RADIUS OF 380.50 FEET, FOR AN ARC OF 1.42 FEET (DELTA = 00 DEGREES 13 MINUTES 07 SECONDS EAST, CHORD BEARING = SOUTH 57 DEGREES 12 MINUTES 22 SECONDS EAST, CHORD DISTANCE = 1.42 FEET) TO AN INTERSECTION WITH THE EAST LINE OF FIRST ADDITION OF DRIFTWOOD SUBDIVISION, AS RECORDED IN PLAT BOOK 11, AT PAGE 40, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, GO NORTH 03 DEGREES 08 MINUTES [illegible] SECONDS EAST ALONG SAID EAST LINE OF FIRST ADDITION TO DRIFTWOOD SUBDIVISION FOR A DISTANCE OF 384.83 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "Y"; THENCE CONTINUE NORTH 03 DEGREES 08 MINUTES [illegible] SECONDS EAST ALONG SAID EAST LINE OF FIRST ADDITION TO DRIFTWOOD SUBDIVISION FOR A DISTANCE OF 45 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF PENSACOLA BAY; THENCE MEANDER SOUTHEASTERLY ALONG SAID MEAN HIGH WATER LINE FOR A DISTANCE OF 56 FEET MORE OR LESS; THENCE GO SOUTH 03 DEGREES 08 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 47 FEET MORE OR LESS TO A POINT LYING SOUTH 72 DEGREES 46 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 55.71 FEET FROM THE AFOREMENTIONED POINT "Y"; THENCE CONTINUE SOUTH 03 DEGREES 08 MINUTES 06 SECONDS WEST FOR A DISTANCE OF 338.30 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF DUNCAN ROAD (HALF R/W); THENCE GO NORTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, BEING A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 380.50 FEET, FOR AN ARC OF 55.50 FEET (DELTA = 08 DEGREES 34 MINUTES 00 SECONDS, CHORD BEARING = NORTH 62 DEGREES 16 MINUTES 25 SECONDS WEST, CHORD DISTANCE = 55.49 FEET) TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 4, TOWNSHIP-3-SOUTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, AND CONTAINS 0.48 ACRES MORE OR LESS.

DESCRIPTION:

PARCEL "B"
COMMENCE AT A POINT BEING ON THE WEST LINE OF LOT 1, SECTION 4, TOWNSHIP-3-SOUTH, RANGE-29-WEST, SANTA ROSA COUNTY, FLORIDA, SAID POINT OF COMMENCEMENT BEING A PERMANENT CONCRETE MONUMENT KNOWN AS P.R.C.R., ACCORDING TO THE PLAT OF DUNCAN SUBDIVISION RECORDED IN PLAT BOOK A, AT PAGE 40, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; [illegible] ... AND CONTAINS 0.48 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE ASSUMED BEARING OF NORTH 03 DEGREES 08 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF PROPERTY ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83.

2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO DEEDS OF RECORD, EXISTING FIELD MONUMENTATION, THE RECORD PLAT OF OAKS BY THE BAY AND THE NORTH AMERICAN DATUM OF 1983(1990), STATE PLANE COORDINATE SYSTEM ZONE FLORIDA NORTH.

3. NO TITLE SEARCH WAS PROVIDED TO NOR PERFORMED BY MERRILL PARKER SHAW, INC., INC., FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.

4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.

5. THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.

7. FEDERAL AND STATE COPYRIGHT ACTS PROTECT THIS MAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHOLE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTIONS. THIS DRAWING CANNOT BE USED FOR THE BENEFIT OF ANY OTHER PERSON, COMPANY OR FIRM WITHOUT PRIOR WRITTEN CONSENT OF THE COPYRIGHT OWNER AND IS TO BE RETURNED UPON REQUEST.

8. ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDER GROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

9. THIS IS A BOUNDARY SURVEY.

10. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FORM THE NATIONAL GEODETIC SURVEY BENCHMARK T-25, HAVING A PUBLISHED ELEVATION OF 14.30 FEET.

11. THE CONTOUR DATA AS SHOWN HEREON HAS BEEN PROVIDED BY JERRY McGUIRE AND ASSOCIATES, INC., AND SAID CONTOURS ARE AT 1.0 FOOT INTERVALS AND HAVE BEEN SPOT VERIFIED BY THIS FIRM.

12. THE BURIED UTILITIES AS SHOWN HEREON HAS BEEN PROVIDED BY JERRY McGUIRE AND ASSOCIATES, INC. AND FROM FIELD OBSERVATION.

13. THE PROPERTY AS SHOWN HEREON IS LOCATED IN FLOOD ZONE AE, BASE FLOOD ELEVATION 8.00 FEET AND FLOOD ZONE X, AREAS OUTSIDE THE 0.2% CHANCE ANNUAL FLOOD, AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF THE CITY OF GULF BREEZE, MAP NUMBER 121130 0009, EFFECTIVE DATE DECEMBER 19, 2006.

13. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.

VARIANCES GRANTED:

1.) AS PER SECTION 21-140 OF THE GULF BREEZE CITY CODE, A SERVICES ROAD OF 24 FEET IN WIDTH IS REQUIRED A VARIANCE TO CONSTRUCT A ROAD BEING 22 FEET IN WIDTH HAS BEEN GRANTED BY THE CITY OF GULF BREEZE COUNCIL.

2.) AS PER SECTION 21-70 OF THE CITY OF GULF BREEZE CODE, NO DETACHED STRUCTURES ARE TO BE LOCATED WITHIN THE PROPERTY LINES AND THE BUILDING SETBACK LINES. A VARIANCE HAS BEEN GRANTED TO ALLOW FOR AIR CONDITIONERS AND GENERATORS TO BE ALLOWED WITHIN SAID SETBACKS.

3.) AS PER SECTION 24-90 OF THE CITY OF GULF BREEZE CODE, A STORMWATER MANAGEMENT FACILITY SHALL BE CONSTRUCTED TO CONTAIN A 25 YEAR STORM, A VARIANCE FROM THE REQUIREMENT OF THE CODE HAS BEEN GRANTED.

LEGEND:

[illegible]
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- POWER POLE
- OVERHEAD UTILITY
- BURIED WATER LINE
- BURIED GAS LINE
- WATER VALVE
- BENCHMARK IN VICINITY

BUILDING SETBACKS:

[illegible]

LOT DATA:

[illegible]

STATE PLANE COORDINATES

[illegible]

CITY COUNCIL CERTIFICATE

I, Leslie Guyer, City Clerk of the City of Gulf Breeze, Florida hereby certify that this plat was presented to the City Council of said City at the meeting held on the ____ day of ________, 2014, and was approved by said Council.

Leslie Guyer, City Clerk, City of Gulf Breeze, Florida SEAL

Beverly H. Zimmern, Mayor, City of Gulf Breeze, Florida

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME, AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN.
SIGNED THIS 24TH DAY OF APRIL, 2014.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO. 3663. CORPORATE NO. 7174)
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923 SEAL

City of Gulf Breeze

Police Department

Richard Hawthorne
Interim Chief of Police

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Interim Chief

Date: 04-28-14

Ref: Special Event Application

The Captain Fun Runners have submitted an application for their annual 5K run from the Rec Center to the beach. The run will be on Saturday, August 2, 2014, beginning at 7:30am. The race coordinator expects approximately 1300-1400 participants. Minimal manpower will be required. On duty and part time officers will be utilized for this event.

RECOMMENDATION: That the City Council approves the application.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127

Accredited by Commission for Florida Law Enforcement Accreditation

Gulf Breeze Police Department

311 Fairpoint Drive
Gulf Breeze, FL 32561

Chief Robert Randle
Deputy Chief Rick Hawthorne

Office 850-934-5121
Fax 850-934-5127

City of Gulf Breeze
Special Event

Packet Includes:

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561

At least (30) days prior to the special event

Applicant's Signature Date 4/24/14

GBPD-1 (01-2008)

Gulf Breeze Police Department

311 Fairpoint Drive
Gulf Breeze, FL 32561

Chief Robert Randle
Deputy Chief Rick Hawthorne

Office 850-934-5121
Fax 850-934-5127

City of Gulf Breeze

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide the following information at least 30 days prior to the Special Event:

(a) The name, address and telephone number of the person requesting the permit.

(b) The name and address of the organization or group he or she is representing.

(c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.

(d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.

(e) The date the event is to be conducted and the hours it will commence and terminate.

(f) The specific location(s) where the event is to take place.

(g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.

(h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

(i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than $1,000,000. A Copy of the policy shall be submitted at the time of application.

(j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.

(k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.

(l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

4/24/14

Applicant's Signature Date

4-28-14

Police Department's Approval Date

APPLICATION TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR RIGHT-OF-WAY

4/24/14
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Capt N Fun Runners
Address 1014 Via De Luna Drive, Pensacola, Beach, FL

2. PERSON REQUESTING PERMIT:

Name Johnny Graves
Address 1425 Bahia Drive, Navarre, FL
Phone 939-8073

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Johnny Graves
Address 1425 Bahia Drive, Navarre, FL
Phone 939-8073

4. DATE, HOURS AND LOCATION OF EVENT:

August 2, 2014
Races starts @ 7:30 AM
@ Rec Center

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: 5K Run from Gulf Breeze to Pensacola Beach
1400 - 1600 Runners
Benefits Big Brothers/Big Sisters of NWF

4/24/14
Applicant's Signature/Date

4-28-14
Police Department's Approval/Date

City Manager's Approval/Date

Memorandum

To: SRIA & City of Gulf Breeze

CC: Glenn Windham

From: Johnny Graves

Date: 4/24/2014

Re: 5K Run– August 2, 2014

The run starts at the South Santa Rosa Recreation Center on Shoreline Drive in Gulf Breeze. The race will proceed east on Shoreline to Tall Pine Trail and loop through the neighborhood to Pensacola Beach Boulevard. The race continues across the Bob Sikes Bridge and finishes across from the Boardwalk at the Visitor's Information Center.

Only the far right lane will be used once the runners get to Pensacola Beach Boulevard and continue across the bridge. The entire length of the course from that point to the finish will be coned off to separate runners from the traffic flow. The Capt'n Fun Runners will coordinate this flow with the Gulf Breeze Police Department (Chief Randle) and the Escambia County Sheriff's Department (Lee Weston). The Capt'n Fun Runners will also coordinate the medical and aid support with Pensacola Beach Fire Department (Chief Grace).

We will **NOT** go through the intersection of Pensacola Beach Boulevard and Fort Pickens Road. We will turn into the Visitor's Center parking lot just before the marquee sign.

The race will be coordinated by the Capt'n Fun Runners and will benefit the Big Brothers/Big Sisters of Northwest Florida Organization.

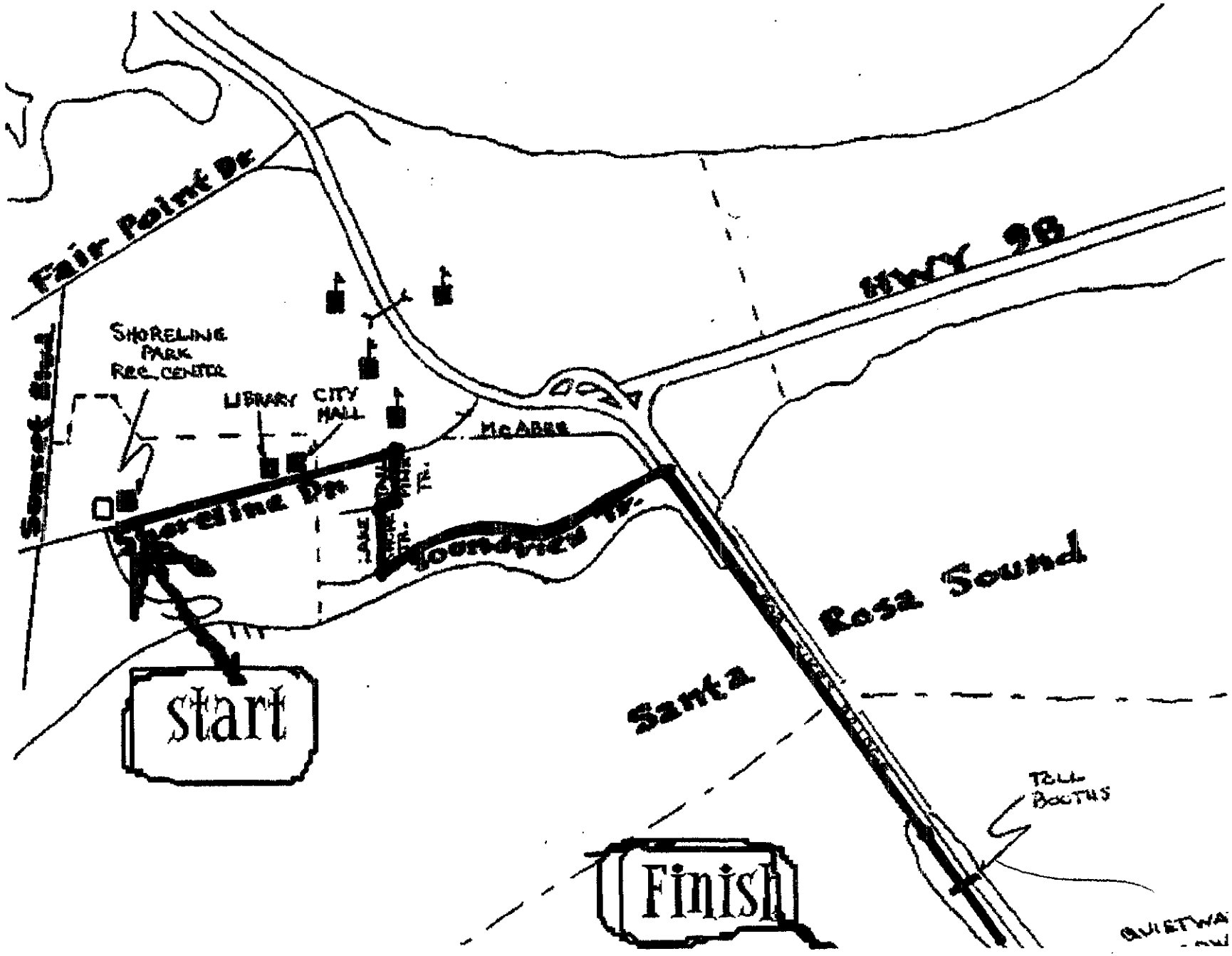
If you need any additional information, please contact me.

Thank you,

Johnny Graves

Home 939-8073

Cell 982-1071


Fair Point Dr
Sunset Blvd
SHORELINE PARK REC. CENTER
LIBRARY
CITY HALL
McABEE
Shoreline Dr
Lagoon Vista Dr.
HWY 98
Rosa Sound
Santa
Start
Finish
TOLL BOOTHS

City of Gulf Breeze

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : **May 8, 2014**

Subject: **Flood Debris Pick Up**

We planned to commence flood debris pick up Saturday, May 10th. The immediate placement of debris on right-of-ways around the City made it necessary to begin debris removal earlier. We contacted several firms with experience in storm debris removal. We were unable to find a firm that could start immediately under the conditions we were looking for.

We made contact with Hurd Brothers Tree Service as we were aware they had the equipment and capability to provide immediate, short-term attention to debris removal. They started debris removal on May 3rd. To date, the Hurd Brothers have removed about 600 cubic yards of material from the right-of-ways. The debris has been temporarily placed on the pavement parking lot behind the library to be loaded into roll-off containers supplied by our contract waste hauler. Allied/Republic has removed about 15 full containers.

The rate for Hurd Brothers for pick up and then loading containers is $15 per cubic yard. The City's relationship with Hurd Brothers is more completely detailed in the attached memo.

We are concurrently advertising for a debris removal contractor per FEMA guidelines that can come in and make the prescribed sweeps for debris removal. Attached is a copy of the advertisement which will run in the *Pensacola News Journal* on May 10, 11, and 12, 2014. We hope to have a recommendation for consideration by the City Council meeting on May 14th.

RECOMMENDATION:

1. THAT THE CITY COUNCIL APPROVE THE PRICE AND ARRANGEMENT STAFF MADE WITH HURD BROTHERS FOR INITIAL, IMMEDIATE FLOOD DEBRIS REMOVAL; AND

2. THAT THE CITY COUNCIL SELECT A DEBRIS REMOVAL FIRM ON WEDNESDAY, MAY 14TH TO CONTINUE THE DEBRIS REMOVAL PROCESS.

City of Gulf Breeze

Memo

To: Edwin Eddy

From: Steve Milford

Date: May 3, 2014

Re: Engagement of Hurd Brothers to Begin Debris collection

After several unsuccessful attempts to contact and obtain responses from past debris contractors, and unanswered request for emergency crews from the Emergency Operations Center we were able to reach Gene Hurd of Hurd Brothers tree service, who has equipment suitable to provide initial stormwater damaged debris collection.

Initial inspection of the City this morning suggests about 30 houses were debris is already being staged curbside or otherwise in front of the affected houses. We should, of course, expect this number to jump quickly as the water continues to recede and word spreads that we are collecting debris.

Our initial debris plan is as follows:

- 4 to 6 large roll off containers will be staged behind the library for contractor use;
- Hurd Bros will begin curbside collection immediately
    - They have been provided with Right of Entry/Hold Harmless Forms
    - They have been requested to focus on rug and fabric debris primarily
    - They have been requested to track addresses served and take pictures
- Hurd Bros will dump their trailer next to the roll off and transfer debris into the rolloff at end of day
- Agreed upon rate for service is $15 per cubic yard of roll-off filled
    - [A full 40 yard container would result in a $600 charge to the City]
    - City will pay Allied for transport to landfill and County landfill for disposal.
- Hurd Bros understands that services are immediately cancelable.
- Police dispatch has been alerted to our arrangement with Hurd Bros.

This arrangement has been made under the emergency purchasing provisions of the City's ordinances and should be communicated to the City Council.

PUBLIC NOTICE

The City of Gulf Breeze is calling for expressions of interest from all interested parties who may wish to respond to the forthcoming Request for Proposal to address storm related debris collection services. Due to the emergency nature of this need to proceed, this will be the only public notice for this Request for Proposal. Responses to the RFP when issued will be required on a very short time frame.

Any parties interested in obtaining a copy of the RFP when issued must email or fax the following information to smilford@gulfbreezefl.gov / 850-934-5126 by Monday (May 12,2014) 4pm central time. Provide the following under the subject heading "2014 DEBRIS RFP": 1) email address for sending the RFP information; 2) company name; 3) contact name; 4) office address; 5) contact office and cell phone; 6) website address if available.

City of Gulf Breeze

Memo

To: Edwin Eddy

From: Steve Milford SM

Date: May 6, 2014

Re: Engagement of Boyetts and Containers Inc for sanitary services

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To assist those residents that continue to face standing water and reduce introduction of additional water into already overtaxed septic tanks, City staff pursued quotes for self-contained sink units and self-contained portable toilets. Quotes were solicited from 4 area businesses as follows:

	A & K	Boyetts	Containers Inc	Pot O Gold
Toilet (per mo)	$55.00	$55.00	$55.00	$75.50
Sink (per mo)	$79.00	$55.00	$55.00	$99.50

Initial quotes were based on weekly service of the monthly rentals for comparison purposes. We can expect to require more frequent service calls in the first couple of weeks.

Based on the low quotes from Boyetts and Containers Inc, the order for initial placement and service has been split between them to provide flexibility and an alternative if either provides less than satisfactory service.

Instruction for initial placement of the facilities is as follows:

- Boyetts – sink and two toilets, best possible location Joachim/Shirley/McClure
- Boyetts – sink and toilet, Dracena, first intersection off Poinciana
- Boyetts – sink and toilet, Loruna and Poinciana
- Boyetts – sink and toilet, Futura and South Sunset
- Containers – sink and two toilets, Navarre, Gilmore/San Carlos
- Containers – sink and two toilets, Hampton, Gilmore

Deployment is expected in the morning of May 7th. In both cases it has been explained that delivery is to be on the side of the street, not on a front yard (unless offered by the resident) and that guidance from local residents is encouraged to be accepted.

PO numbers, billing information and confirmation of above placements addresses was emailed to:

boyettsinc@bellsouth.net

robert@containersincorporated.com

This arrangement has been made under the emergency purchasing provisions of the City's ordinances and should be communicated to the City Council.

City of Gulf Breeze

MEMORANDUM

TO: **Edwin A. Eddy, City Manager**

FROM: **Thomas E. Lambert, Assistant Director of Public Services**

DATE: **May 9, 2014**

RE: **Emergency Response and Repairs No. 2**
April 2014 Rain Event

The City experienced a major rain event starting on April 29th and lasting through the morning of the 30th. The City received more than 20 inches of rainfall, which is approximately one third of the average annual rainfall. In accordance with emergency purchasing requirements, the following emergency response items and repairs were authorized by the City Manager.

PROJECT/ LOCATION	DESCRIPTION	CONTRACTOR	ESTIMATE	TYPE
RAMP ROAD CROSSING FOR PIPES	IN ORDER TO EFFECTIVELY PUMP FLOODED AREAS, RAMPS HAD TO BE CONSTRUCTED TO PROTECT PIPING AT FOUR LOCATIONS. RAMPS AT NAVARRE ST, S SUNSET BLVD, CAMELIA ST, GILMORE AVE.	UTILITY SERVICE COMPANY	$13,000.00	EMERGENCY RESPONSE
PUMPING RENTAL	PROVIDNG PUMPING OF FLOODED AREAS, INCLUDES RENTAL OF 4" AND 6" DISCHARGE PUMPS, SUCTION PIPE AND DISCHARGE HOSE. THIS WAS STARTED PRIOR TO STORM IN PREPARATION FOR THE HEAVY RAINFALL.	CITY STAFF	$120,000.00	EMERGENCY RESPONSE
VACUUM TRUCK SERVICE	INCLUDES A 3,200 GALL VACUUM TRUCK WITH TWO CREW MEMBERS PUMPING LOWER LYING AREAS NOT CONDUCIVE TO PUMPING DUE TO NO AVAILABLE DISCHARGE. DURATION OF TWO WEEKS.	SWS ENVIRONMENTAL	$15,000.00	EMERGENCY RESPONSE
MUTUAL AID	ASSISTANCE PROVIDED FROM OTHER UTILITIES IN THE OPERATION OF EMERGENCY RESPONSE MEASURES.	SANTA ROSA CNTY, FT WALTON BEACH, CITRUS COUNTY.	$17,000.00	EMERGENCY RESPONSE

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

FAIRPOINT COLLAPSE AT HIGHPOINT/ NAVARRE	DRAINAGE PIPE FAILURE, CAUSING UNDERMINING OF RIGHT OF WAY AND DAMAGE TO GAS MAIN. EXCAVATION AND GAS MAIN COMPLETED BY CITY STAFF, DRAINAGE PIPE AND RIGHT OF WAY RESTORED BY CONTRACTOR	CITY STAFF, UTILITY SERVICES COMPANY	$25,000.00	EMERGENCY REPAIR
WILLOW LN ROAD COLLAPSE (SSRUS)	SEWER MAIN FAILURE CAUSING ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	WARRINGTON UTILITY & EXCAVATING	$35,000.00	EMERGENCY REPAIR
VENETIAN WAY WATER MAIN EXPOSED (SSRUS)	COUNTY DRAINAGE SYSTEM FAILURE, CAUSING UNDERMINING AND COLLAPSE OF ROADWAY. EXPOSED CONCRETE PIPE TO BE SHORED UP UNTIL COUNTY DEVELOPS PLAN FOR REPLACEMENT. ISOLATION VALVES WERE ALSO INSTALLED.	WARRINGTON UTILITY & EXCAVATING	$15,000.00	EMERGENCY REPAIR
CRESTVIEW/BAYVIEW ROAD COLLAPSE (SSRUS)	SEWER MAIN FAILURE CAUSING ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	BROWN CONST. OF NWFL	$29,360.00	EMERGENCY REPAIR
SOUNDSIDE SHORES FORCE MAIN (SSRUS)	SEWER FORCEMAIN FAILURE DUE TO ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	BROWN CONST. OF NWFL	$18,153.00	EMERGENCY REPAIR

The repair costs will be covered by the general fund or enterprise funds, unless insurance or federal assistance can be obtained.

RECOMMENDATION: The City Council approve the emergency response items and emergency repairs in the amount of $287,513.00 authorized by the City Manager as listed above.

City of Gulf Breeze

1070 SHORELINE DRIVE
GULF BREEZE, FLORIDA 32561
(850) 934-5100 • (850) 934-5114

APRIL 2014 FLOOD DAMAGE ASSESSMENT

May 9, 2014

GULF BREEZE PUBLIC SERVICES & SOUTH SANTA ROSA UTILITY SYSTEM

			TOTAL COSTS	$532,513			
PN	OCCURRED	PROJECT/LOCATION	DESCRIPTION	CONTRACTOR	ESTIMATE	TYPE	CC Aproval
GB01	4/30/14	MONTROSE PAVEMENT COLLAPSE	HIGH VELOCITY RUNOFF HAS CAUSED EROSION AND UNDERMINING OF EDGE OF PAVEMENT. REQUIRES GROUT FILL , REPAVING AND SLOPE STABLIZATION	RADFORD & NIX, LLC	$8,000.00	EMERGENCY REPAIR	5/5/14
GB02	4/30/14	ROANOKE ROAD COLLAPSE	CITY DRAIANGE SYSTEM FAILURE CAUSED UNDERMINING OF ROADWAY AND DRIVEWAY. REPLACING THE FAILED SECTION OF PIPE UNDER ROADWAY, FILLING THE EXCAVATION AND REPLACING THE ROADWAY BASE AND ASPHALT.	UTILITY SERVICE COMPANY	$52,000.00	EMERGENCY REPAIR	5/5/14
GB03	5/2/14	RAMP ROAD CROSSING FOR PIPES	IN ORDER TO EFFECTIVELY PUMP FLOODED AREAS, RAMPS HAD TO BE CONSTRUCTED TO PROTECT PIPING AT FOUR LOCATIONS. RAMPS AT NAVARRE ST, S SUNSET BLVD, CAMELIA ST, GILMORE AVE.	UTILITY SERVICE COMPANY	$13,000.00	EMERGENCY RESPONSE	
GB04	5/1/14	FARIPOINT COLLAPSE AT HIGHPOINT/NAVARRE	DRAINAGE PIPE FAILURE, CAUSING UNDERMINING OF RIGHT OF WAY AND DAMAGE TO GAS MAIN. EXCAVATION AND GAS MAIN COMPLETED BY CITY STAFF, DRAINAGE PIPE AND RIGHT OF WAY RESTORED BY CONTRACTOR	CITY STAFF, UTILITY SERVICES COMPANY	$25,000.00	EMERGENCY REPAIR	
GB05	5/3/14	PLANTATION HILLS PAVEMENT	THE SUBMERGED ROADWAY PAVEMENT HAS DETERIORATED TO THE BASE MATERIAL. COMPLETE REPAVING WITH SOME BASE REPLACEMENT ANTICIPATED. PLANTATION HILL ROAD AND MIDDLE PLANTATION LANE		$60,000.00	BID REPAIR	

City of Gulf Breeze

1070 SHORELINE DRIVE
GULF BREEZE, FLORIDA 32561
(850) 934-5100 • (850) 934-5114

APRIL 2014 FLOOD DAMAGE ASSESSMENT

May 9, 2014

GULF BREEZE PUBLIC SERVICES & SOUTH SANTA ROSA UTILITY SYSTEM

GB06	4/28/14	PUMPING RENTAL	PROVIDNG PUMPING OF FLOODED AREAS, INCLUDES RENTAL OF 4" AND 6" DISCHARGE PUMPS, SUCTION PIPE AND DISCHARGE HOSE. THIS WAS STARTED PRIOR TO STORM IN PREPARATION FOR THE HEAVY RAINFALL.	CITY STAFF	$120,000.00	EMERGENCY RESPONSE	
GB07	5/3/14	VACUUM TRUCK SERVICE	INCLUDES A 3,200 GALL VACUUM TRUCK WITH TWO CREW MEMBERS PUMPING LOWER LYING AREAS NOT CONDUCIVE TO PUMPING DUE TO NO AVAILABLE DISCHARGE. DURATION OF TWO WEEKS.	SWS ENVIRONMENTAL	$15,000.00	EMERGENCY RESPONSE	
GB09	5/2/14	BEAR DRIVE PAVEMENT	REPLACEMENT OF SUBMERGED PAVEMENT ESTIMATED AT 2000 LF.		$90,000.00	BID REPAIR	
GB10	5/1/14	MUTUAL AID	ASSISTANCE PROVIDED FROM OTHER UTILITIES IN THE OPERATION OF EMERGENCY RESPONSE MEASURES.	SANTA ROSA CNTY, FT WALTON BEACH, CITRUS COUNTY.	$17,000.00	EMERGENCY RESPONSE	
SS01	5/1/14	WILLOW LN ROAD COLLAPSE	SEWER MAIN FAILURE CAUSING ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	WARRINGTON UTILITY & EXCAVATING	$35,000.00	EMERGENCY REPAIR	
SS02	5/1/14	SOUNDSIDE SHORES SEWER MAIN	SEWER MAIN FAILURE DUE TO ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	BROWN CONST. OF NWFL	$35,000.00	BID REPAIR	

City of Gulf Breeze

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APRIL 2014 FLOOD DAMAGE ASSESSMENT

May 9, 2014

GULF BREEZE PUBLIC SERVICES & SOUTH SANTA ROSA UTILITY SYSTEM

SS03	5/1/14	VENETIAN WAY WATER MAIN EXPOSED	COUNTY DRAINAGE SYSTEM FAILURE, CAUSING UNDERMINING AND COLLAPSE OF ROADWAY. EXPOSED CONCRETE PIPE TO BE SHORED UP UNTIL COUNTY DEVELOPS PLAN FOR REPLACEMENT. ISOLATION VALAVES WERE ALSO INSTALLED.	WARRINGTON UTILITY & EXCAVATING	$15,000.00	EMERGENCY REPAIR	
SS04	5/3/14	CRESTVIEW/BAYVIEW ROAD COLLAPSE	SEWER MAIN FAILURE CAUSING ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	BROWN CONST. OF NWFL	$29,360.00	EMERGENCY REPAIR	
SS05		SOUNDSIDE SHORES FORCE MAIN	SEWER FORCEMAIN FAILURE DUE TO ROAD COLLAPSE. REQUIRES THAT THE ROAD BE REMOVED, AREA DEWATERED, MAIN FIXED, EXCAVATION FILLED AND ROADWAY RESTORED.	BROWN CONST. OF NWFL	$18,153.00	EMERGENCY REPAIR	

City of Gulf Breeze

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : **May 8, 2014**

Subject: **Resolution 07-14, Approving a Plan of Finance for Holley-Navarre Water System**

Capital Trust Agency has been requested to consider issuing up to $7,000,000 in tax exempt bonds on behalf of Holley-Navarre Water System for refinancing existing debt and financing redevelopment and expansion of water and wastewater facilities.

By adopting Resolution 07-14, the City Council approves the plan of finance, amendment to the Interlocal Agreement with the Town of Century enabling issuance of bonds by CTA and the hearing report from the TEFRA Hearing held on this project.

The Holley-Navarre Water System will be solely responsible for debt service payments to bond holders through the Trustee. CTA is sponsor of the bond issuance on behalf of Holley-Navarre and their underwriters – Frazier-Lanier.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 07-14 APPROVING A PLAN OF FINANCE FOR THE HOLLEY-NAVARRE WATER SYSTEM AND AUTHORIZING THE ISSUANCE OF UP TO $7,000,000 IN CAPITAL TRUST AGENCY BONDS.

RESOLUTION 07-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE PURPOSE OF FINANCING AND REFINANCING WATER AND SEWER SYSTEM IMPROVEMENTS LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY $7,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH IMPROVEMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 53 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively, the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on April 10, 2014, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing and refinancing of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of (i) refinancing all of the outstanding principal amount of the Santa Rosa County, Florida Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), (ii) refinancing of all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010 and (iii) financing of the acquisition, construction and equipping of certain improvements to the System, as more fully described on Schedule "I" attached hereto (collectively, the "**Project**"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of approximately $7,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates, whose principal place of business is 8574 Turkey Bluff Road, Navarre, Florida 32566 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"); and

WHEREAS, the proposed Project is appropriate to the needs and circumstances of the community in which it is located and will serve a public purpose by (i) providing or preserving gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State of Florida, (iii) protecting the environment, (iv) providing a water and sewage system within the Borrower's area of operation, and (v) advancing the economic prosperity, the public health and the general welfare of the State of Florida and its people; and

WHEREAS, in order to control pollution, supply potable water and provide for water re-use, provide for the health, safety and welfare of the citizens of the State of Florida and facilitate the public purpose herein described, it is necessary and in the public interest to facilitate the financing of the Project and to facilitate and encourage the planning and development of such Project without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, the public purposes to be achieved by such Project and the financing or refinancing thereof in compliance with the criteria and requirements of Chapter 159, Part II, Florida Statutes, as amended, implement the governmental purposes under the Florida Constitution of providing for the health, safety, and welfare of the people of the State of Florida; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Gulf Breeze News* on April 24, 2014 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council on May 8, 2014; and

WHEREAS, the City Manager has conducted the public hearing on behalf of the City Council and provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and to grant all approvals required or contemplated by Section 147(f) of the Code, to express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and to grant all other approvals required by the Enabling Agreement, as amended, and the Original Resolution in connection with the issuance and sale of the Bonds.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on April 24, 2014 in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, all interlocal agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT NO. 54 TO THE ENABLING AGREEMENT RATIFIED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 54 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

SECTION 4. PLAN OF FINANCE AND TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance which includes (i) the issuance by the Agency of approximately $7,000,000 aggregate principal amount of revenue bonds for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution and (ii) the issuance by the Agency of tax-exempt bonds in an amount not exceeding $7,000,000 for all purposes under Section 147(f) of the Code.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 19th day of May, 2014.

GULF BREEZE, FLORIDA
CITY COUNCIL

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

REPORT OF HEARING OFFICER
(HOLLEY NAVARRE WATER SYSTEM, INC.)

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on Thursday, May 8, 2014, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding $7,000,000 revenue bonds (the "Bonds") on behalf of Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), whose principal place of business is 8574 Turkey Bluff Road, Navarre Florida 32566. The proceeds of the Bonds will be loaned to the Borrower for the purpose of (i) refinancing all of the outstanding principal amount of the Santa Rosa County, Florida Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), (ii) refinancing of all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010 and (iii) financing of the acquisition, construction and equipping of certain improvements to the System, as more fully described on Exhibit "A" attached hereto (collectively, the "**Project**").

The public hearing was duly advertised on April 24, 2014 in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Project. Information about the proposed Bonds, the location of the Project, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. It was noted that no written communication was received.

No interested party was in attendance at the public hearing. Minutes of the Council Meeting, including the public hearing, will be kept on file with the City Clerk as referenced in Exhibit "C" hereto. The undersigned then concluded the hearing.

Respectfully submitted,

By: Edwin Eddy, City Manager
City of Gulf Breeze, Florida

EXHIBIT "A" TO
REPORT OF HEARING OFFICER
(HOLLEY NAVARRE WATER SYSTEM, INC.)

The Project includes the financing of the acquisition, construction and equipping of improvements to the Borrower's consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (the "**System**"), in particular the acquisition, construction and equipping of the expansion and rehabilitation of water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water. The System is owned and operated by the Borrower and is located in an area located in the southeastern part of Santa Rosa County, Florida (the "**County**"), as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented.

EXHIBIT "B" TO
REPORT OF HEARING OFFICER
(HOLLEY NAVARRE WATER SYSTEM, INC.)

PROOF OF PUBLICATION

[FOLLOWS]

Gulf Breeze News

YOUR COMMUNITY NEWSPAPER

The Gulf Breeze News

Published Weekly
Established in 2001

STATE OF FLORIDA
County of Santa Rosa

Before the undersigned authority personally appeared Doris Pelham who is personally known to me and who on oath says that she is Office Manager of the Gulf Breeze News, a weekly newspaper published at Gulf Breeze in Santa Rosa County, Florida; that the attached copy of advertisement, being a:

NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA

Received from Capital Trust Agency and was published in said newspaper in the issue of:

April 24, 2014

Affiant further says that the said Gulf Breeze News published in Gulf Breeze in said Santa Rosa County, Florida, and that said newspaper has heretofore been continuously published in said county each week and has been entered as second class mail matter at the post office in Gulf Breeze, in said Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Doris Pelham

Office Manager Doris Pelham

Sworn to an subscribed before me this 24th Day of April A.D. 2014

Lisa Newell

Name Lisa C. Newell **Notary Public**

My Commission Expires: 10-22-2016

LISA C. NEWELL
Notary Public - State of Florida
My Comm. Expires Oct 22, 2016
Commission # EE 832213
Bonded Through National Notary Assn

NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA

NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the City of Gulf Breeze, Florida (the "City") will hold a public hearing at 10:00 a.m. on Thursday, May 8, 2014, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), in order to (i) refinance all of the outstanding principal amount of the Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), previously issued by Santa Rosa County, Florida (the "County"), on behalf of the Borrower to finance costs of certain capital improvements to the consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (collectively, the "System"), (ii) refinance all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010, issued to finance costs of certain capital improvements to the System, and (iii) finance the expansion and rehabilitation of certain water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water (collectively, the "Project"). The System is owned and operated by the Borrower and is located in an area located in the southeastern part of the County, as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented. The administrative offices of the Borrower are located at 8574 Turkey Bluff Road, Navarre, Florida.

The plan of finance contemplates that the Agency will issue, in respect to such Project, not exceeding $7,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Project. The Project will be owned by the Borrower. The initial manager of the Project will be the Borrower.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code. The City will not issue, and will not be obligated on, the Bonds.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and neither the Agency, the City nor Santa Rosa County, Florida (the "County") will be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and interest thereon shall never pledge the taxing power of the City, the County, the State of Florida (the "State") or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, or constitute the debt or indebtedness of the Agency, the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition. The Agency has no taxing power.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. All persons are advised that if they decide to appeal any decision made by the City with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in the proceedings shall contact the telephone operator at City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561 (850-934-5115) at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Legal 14926 Gulf Breeze News 4-24-14

EXHIBIT "B"

FORM OF AMENDMENT NO. 54
OF THE ENABLING AGREEMENT

This **AMENDMENT NO. 54 TO INTERLOCAL AGREEMENT** (this "Amendment No. 54") is made and entered into as of the 19th day of May, 2014, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 53 (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Holley Navarre Water System, Inc., a Florida nonprofit corporation, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it owns and operates a water and sewer system in the Southeastern portion of Santa Rosa County, Florida; and

WHEREAS, on April 10, 2014, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately $7,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of (i) refinancing all of the outstanding principal amount of the Santa Rosa County, Florida Industrial Development Refunding Revenue Bonds, Series 2004 (Holley Navarre Water System, Inc.), (ii) refinancing all of the outstanding principal amount of a Promissory Note of the Borrower dated October 1, 2010, and (iii) financing the acquisition, construction and equipping of certain improvements to the System, as more fully described on Schedule "I" attached hereto (collectively, the "**Project**"); and

WHEREAS, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a sponsor, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance

and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 54 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing for the Project.

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECT.

This Amendment No. 54 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

SECTION 2. BONDS, PROGRAM, PLAN OF FINANCE APPROVED.

The Parties do hereby approve and authorize the Bonds, and the issuance of such Bonds from time to time, in one or more series, in an aggregate principal amount of approximately $7,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing or refinancing of the Project). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing or refinancing of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform to the purposes stated in the Articles of Incorporation of the Agency to the authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of such programs or projects, payments made by the Borrower, a sponsor, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or Gulf Breeze.

SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR THE TOWN OF CENTURY.

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower, the sum specified on Schedule "II" attached hereto.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 54 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 54, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify, defend and hold harmless Century against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 54, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

This Amendment shall take effect when duly executed by the Parties and filed in accordance with the law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 54 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The Project includes the financing of the acquisition, construction and equipping of improvements to the Borrower's consolidated system for the production, storage and distribution of water and the collection, treatment and final disposition of sewage (the "**System**"), in particular the acquisition, construction and equipping of the expansion and rehabilitation of water and sewer lines within the service area of the System and the expansion of the System's facilities for disposal of reclaimed water. The System is owned and operated by the Borrower and is located in an area located in the southeastern part of Santa Rosa County, Florida (the "**County**"), as more fully described in the Franchise Resolution No. 86-23 entered into by and between the County and the Borrower on August 15, 1986, as heretofore amended and supplemented.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

$350.00 per million principal amount of each issue, upon issuance thereof, but not less than $2,500.00.

City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: May 8, 2014

SUBJECT: Florida Department of Transportation - Roadside Beautification Assistance Grant

Each budget year, the Florida Department of Transportation, within each district, sets aside a certain percentage of all the construction funds to be utilized for landscaping improvements along State highways. These funds (Roadside Beautification Assistance) are granted based on a direct request by eligible jurisdictions.

In April 2014, the City Council directed the City Manager and staff to develop a landscaping scope of services for US 98, from Daniel Drive to the beginning of the Naval Live Oak Reservation and request funds from Florida Department of Transportation, District 3, through the Florida Department of Transportation - Roadside Beautification Assistance program.

The City has been notified that the scope of services for landscaping US 98 has been approved and FDOT has awarded the City a grant in the amount of $101,000. This is the second grant award for landscaping the City has been awarded. In late 2009, the City was awarded $350,000 from the Florida Department of Transportation SB 1446 Landscape Grant program.

One of the requirements of the Joint Participation Agreement is for the City Council to pass a Resolution authorizing the Mayor to execute and enter into the Agreement. Attached is Resolution 09-14, authorizing the Mayor to enter into and execute the Joint Participation Agreement and a copy of the Agreement.

<u>RECOMMENDATION:</u> THAT THE CITY COUNCIL PASS RESOLUTION NO. 09-14 AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO A JOINT PARTICIPATION AGREEMENT FOR A ROADSIDE BEAUTIFICATION ASSISTANCE GRANT FROM FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 3. THIS GRANT IS FOR LANDSCAPING ON US 98, FROM DANIEL DRIVE TO THE BEGINNING OF THE NAVAL LIVE OAK RESERVATION.

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562

RESOLUTION No. 09-14

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULF BREEZE AUTHORIZING THE MAYOR TO EXECUTE AND ENTER INTO THE JOINT PARTICIPATION AGREEMENT FOR A ROADSIDE BEAUTIFICATION ASSISTANCE GRANT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION

WHEREAS, many roadside areas and median strips abutting Department of Transportation rights-of-way area must be maintained and attractively landscaped; and

WHEREAS, the Mayor and City Council desire that the City of Gulf Breeze beautify and improve various rights-of-way areas within the City of Gulf Breeze by landscaping; and

WHEREAS, the Mayor and City Council of the City of Gulf Breeze have authorized the City Manager and staff to apply for a Roadside Beautification Assistance Grant from the Florida Department of Transportation.

NOW, THERFORE, BE IT RESOLVED by the City Council of the City of Gulf Breeze, Florida.

SECTION 1: The City Council of the City of Gulf Breeze hereby authorize the Mayor to execute the Joint Participation Agreement for a Roadside Beautification Assistance Grant from the State of Florida Department of Transportation.

SECTION 2: The City Clerk of the City of Gulf Breeze is hereby directed to send a copy of this Resolution to the Florida Department of Transportation.

ADOPTED AND APPROVED by the City Council of Gulf Breeze, Santa Rosa County, Florida, on the _____ day of _____, 2014.

ATTEST:

_____
CITY CLERK

_____
Beverly H. Zimmern, Mayor

Financial Project No.: *416533-8-58-42*
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROADSIDE BEAUTIFICATION ASSISTANCE
JOINT PARTICIPATION AGREEMENT

This Agreement is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, "**DEPARTMENT,**" and the CITY of GULF BREEZE, "**CITY**."

1. The **DEPARTMENT** has the authority, under Section 334.044(26), Florida Statutes, to enter into this Agreement; and

2. A Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and

3. The **CITY** has certified to the **DEPARTMENT** that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and

4. The **DEPARTMENT** shall reimburse the **CITY** for direct costs under FP ID: 416533-8-58-42 for costs directly related to landscape of SR 30 (US 98) from Daniel Drive to the beginning of the Naval Live Oak Reservation, Santa Rosa County, Florida, not to exceed DEPARTMENT's maximum participation set out in the Agreement below (hereinafter referred to as the "**PROJECT**"); and

5. The **CITY** has authorized the Mayor or City Official to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7-SERVICES AND PERFORMANCE

A. The **CITY** shall furnish the services with which to undertake and complete the **PROJECT**. Said **PROJECT** consists of **Landscaping, Irrigation and other related materials to establish and maintain the project**, as further described in Exhibit A (Scope of Services), attached hereto and made a part hereof.

B. The **CITY** agrees to undertake and complete the **PROJECT** in accordance with all applicable statutes, rules and regulations, including **DEPARTMENT** standards and specifications. The **CITY** shall take the necessary steps to insure the **PROJECT** is completed within state or **CITY** right-of-way, or an appropriate easement has been acquired for off right-of-way actions. The **CITY** shall be responsible for obtaining clearances/permits required for the **PROJECT** from the appropriate permitting authorities.

i). The parties agree that this Agreement shall act as the **CITY'S** permit from the **DEPARTMENT** to perform the **PROJECT**. However, if the **PROJECT** requires bore work to be performed, the **CITY** shall obtain a permit from the **DEPARTMENT** prior to performing the bore work.

ii). The **CITY** shall notify the **DEPARTMENT** field office responsible for overseeing the **PROJECT** at least 48 hours prior to beginning work on the **PROJECT**.

C. Upon completion of the **PROJECT**, the appropriate **CITY** representative shall certify to the **DEPARTMENT** the project has been completed in accordance with the "Project Concept Report" (if applicable) and project plans and specifications.

D. The **DEPARTMENT** will be entitled at all times to be advised as to the status of work being done by the **CITY** and of the details thereof. Therefore, the **CITY** shall provide a monthly report to the **DEPARTMENT** project manager.

E. If the **CITY** hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287.055, Florida Statutes).

F. The **CITY** shall not sublet, assign or transfer this Agreement without prior written consent of the **DEPARTMENT**.

G. The **CITY** shall have sole responsibility for maintaining the subject landscaping according to state standards, as well as stipulations outlined in Exhibit "B" both during and after completion of the **PROJECT**.

H. The **CITY**:

i). Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CITY** during the term of the contract; and

ii). Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

8-TERM

A. The **CITY** shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

i). The **PROJECT** is to be completed on or before **May 31, 2015.**

B. This Agreement shall not be renewed. This Agreement shall expire on the date of which the **PROJECT** is to be completed unless the **CITY** submits a written request for an extension of time and the **DEPARTMENT**'s District Secretary or Designee grants a written extension prior to expiration of the Agreement.

9-COMPENSATION AND PAYMENT

A. i) The **DEPARTMENT** shall reimburse the **CITY** for direct costs of the **PROJECT**. The parties agree that **DEPARTMENT's** maximum participation is **ONE HUNDRED ONE THOUSAND and 00/100 DOLLARS ($101,000.00)**. Any additional costs, such as design of the project or other items not covered by this Agreement, shall be the **CITY's** sole responsibility.

ii) The **CITY** shall submit one invoice (3 copies) plus supporting documentation required by the **DEPARTMENT** to Production Management, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) The **DEPARTMENT** shall reimburse the **CITY** upon receipt of a properly submitted invoice and supporting documentation. Supporting documentation shall include a copy of the cancelled check tendered by the **CITY** to the consultant/contractor who performed the work under the **PROJECT**. Supporting documentation shall also include dates of services and items of work performed on the **PROJECT**.

iv) Invoices shall be submitted by the **CITY** in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit "A," Scope of Services and Project Plans when approved by the **DEPARTMENT**. Deliverables must be received and accepted in writing by the **DEPARTMENT's** Project Manager or designee prior to reimbursements.

v) Supporting documentation must establish that the deliverables were received and accepted in writing by the **CITY** and must also establish that the required minimum level of service to be performed as specified in Section 7.B. was met, and that the criteria for evaluating successful completion as specified in Section 7.B. was met.

vi) The **CITY** may receive progress payments for deliverables based on the contractor's Schedule of Values and on a percentage of services that have been completed, approved and accepted to the satisfaction of the **DEPARTMENT** when properly supported by detailed invoices and acceptable evidence of payment. The final balance due under this Agreement will be reimbursed upon completion of all **PROJECT** services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the **PROJECT** has been inspected, approved and accepted to the satisfaction of the **DEPARTMENT** in writing.

vii) If the schedule for performance exceeds 30 days the **CITY** shall submit invoices to the **DEPARTMENT** at the end of each calendar month. The **CITY** shall prepare and submit monthly invoices to the **DEPARTMENT** in a format acceptable to the

DEPARTMENT. Optionally, in an extended performance as referred to in this item, the **CITY** may submit one complete invoice in the form and in accordance with the method required in items i), ii), iii), iv), v) and vi) above.

viii) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

ix) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

x) Travel costs will not be reimbursed.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred includes the **CITY's** general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work on the project, and all other records of the **CITY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

C. The **DEPARTMENT** during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

10 – TERMINATION AND DEFAULT

A. If the **DEPARTMENT** determines the performance of the **CITY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **CITY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the **DEPARTMENT** will take whatever action is deemed appropriate by the **DEPARTMENT**.

B. The **DEPARTMENT** may cancel this Agreement in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to terminate or cancel this Agreement in the event the **CITY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to

terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the **CITY** upon (60) sixty days written notice to the **DEPARTMENT**.

C. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **CITY**, the **DEPARTMENT** shall notify the **CITY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the **CITY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **CITY**.

11 - MISCELLANEOUS

A. Participants (in this document identified as **CITY**) providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved

B. If a warrant in payment of an invoice is not issued within forty (40) days after receipt of the invoice and receipt, inspection, and approval of the goods and services, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the **CITY**. Interest penalties of less than one (1) dollar will not be enforced unless the **CITY** requests payment. Invoices which have to be returned to a **CITY** because of **CITY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

C. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be contacted at (850) 413-5509.

D. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

E. The **CITY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The **CITY** shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

F. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

G. The **CITY** and the **DEPARTMENT** agree that the **CITY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement.

H. It is understood between the parties hereto that any part of or the entire **PROJECT** may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the associated state road be widened, altered or otherwise changed to meet with the future criteria or planning of the **DEPARTMENT**. The **DEPARTMENT** shall give the **CITY** notice regarding such removal, relocation or adjustment and the **CITY** shall be allowed sixty (60) calendar days to remove all or part of the **PROJECT** at its own cost. The **CITY** shall own that part of the **PROJECT** it removes. After the sixty (60) calendar day's removal period, the **DEPARTMENT** may remove, relocate or adjust the **PROJECT** as it deems best. Wherever the **CITY** removes a **PROJECT** pursuant to this Agreement, the **CITY** shall restore the surface of the affected portion of the **PROJECT'S** premises to the same safe and trafficable condition as existed prior to installation of such **PROJECT**.

I. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement. Venue of any judicial proceedings arising out of this Agreement shall be in Santa Rosa County, Florida.

J. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity, and may not transact business with any public entity.

K. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

DEPARTMENT
Florida Department of Transportation
Program Development
1074 Highway 90
Chipley, FL 32428

CITY
David J. Szymanski, PHR
Assistant City Manager
City of Gulf Breeze
P.O. Box 640
Gulf Breeze, FL 32561

12 - The administration of resources awarded by the **DEPARTMENT** to the **CITY** may be subject to audits and/or monitoring by the **DEPARTMENT**, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by **DEPARTMENT** staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the **CITY** agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. In the event the **DEPARTMENT** determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the **DEPARTMENT** staff to the **CITY**, regarding such audit. The **CITY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

Audits

PART I: FEDERALLY FUNDED – NOT APPLICABLE TO THIS AGREEMENT

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance

with the provisions of OMB circular A-133, as revised. EXHIBIT 1 to this Agreement indicated Federal resources awarded through the **DEPARTMENT** by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the **DEPARTMENT**. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to audit responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from Non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal Agency.

PART II: STATE FUNDED THIS IS A STATE FUNDED PROJECT (CFSA 55.023)

Recipients of state funds (i.e. a non-state entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to the Agreement indicates state financial assistance awarded through the **DEPARTMENT** by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT**, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section

215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by PART I of this Agreement shall be submitted, when Required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

   A. The **DEPARTMENT** at each of the following addresses:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the Number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as Revised, should be submitted to the Federal Audit Clearinghouse), at the

following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the **DEPARTMENT** for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the **DEPARTMENT** at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The **DEPARTMENT** at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The **DEPARTMENT** at the following address:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

5. Any reports, management letter, or other information required to be submitted to the **DEPARTMENT** pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental Entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the **DEPARTMENT**, or its designee, CFO, or Auditor General access to such records upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the **DEPARTMENT**.

IN WITNESS WHEREOF, the **CITY** has caused this Agreement to be executed in its behalf this _____ day of _____, 20__, by the City Official authorized to enter into and execute same by the City Council by Resolution Number _____ of the Council on the ____ day of _____, 2014, and the **DEPARTMENT** has executed this Agreement through its Director of Transportation Development for District Three, Florida Department of Transportation, on the date set forth below.

CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA

ATTEST:_____(SEAL)
CLERK

BY: _____
TITLE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____(SEAL)
EXECUTIVE SECRETARY

BY:_____
DIRECTOR OF
TRANSPORTATION
DEVELOPMENT
DATE:_____

LEGAL REVIEW:

_____
OFFICE OF GENERAL COUNSEL

Exhibit A
SCOPE OF SERVICES

FP ID: 416533-8-58-42

Project Description: Landscape design of SR 30 (US 98) from Daniel Drive to the beginning of the Naval Live Oak Reservation, Gulf Breeze, Santa Rosa County, Florida

Irrigation: Addition and expansion of the existing (well) irrigation system in the medians and right-of-way along the corridor of State Road 30, of Highway 98.. This includes boring under HWY 98 four times.

We would use drip irrigation on all shrubs and trees and spray irrigation for the grass areas. Total Irrigation materials and installation estimate = $30,000

Landscape from Daniel Drive to 399 Overpass: : Addition of 9 plant beds situated around installed and mature crapemyrtles. There will be 4 beds of Loropetalum (55 feet long) and 5 beds of Saw Palmettos (75 feet long). Loropetalum (3 gal) quantity equal 288. Saw Palmetto (3 gal) quantity equal 210. Estimate includes 100 bags of pecan shell mulch and 1000 square yards of Bermuda grass. Estimate = 25,000

Landscape from St. Francis Drive to Gulf Breeze Hospital Entrance: Will add 6, 4 " ca, southerm live oak in the first section of the median. Addition of 18 plant beds with 9 beds situated around installed and mature crapemyrtles. There will be 8 beds of Loropetalum (55 feet long) and 6 beds of Saw Palmettos (75 feet long). Loropetalum (3 gal) quantity equal 576. Saw Palmetto (3 gal) quantity equal 252. Estimate includes 250 bags of pecan shell mulch. Estimate = $38,000

Landscape from Gulf Breeze Hospital Entrance to the Naval Live Oak Reservation
Addition of 2 plant beds situated around installed and mature oak trees. There will be 1 beds of Loropetalum (55 feet long) and 2 beds of Saw Palmettos (75 feet long). Loropetalum (3 gal) quantity equal 72. Saw Palmetto (3 gal) quantity equal 84. Estimate includes 50 bags of pecan shell mulch. Estimate = 8,000

Summary: This is the final phase of a three phase project which began in 2011. The beautification efforts of State Road 30, Highway 98 through the City of Gulf Breeze began with an award a $350,000 grant from the Florida Department of Transportation. The City was able to improve , landscape, and irrigate the medians and right-of-ways from the base of the Three Mile Bridge to the Daniel Drive intersection. This will complete all three phases of the project.

Total Project Estimate = $101,000

The project design, set-backs, tree heights, etc. are subject to change pending FDOT design approval. Proposed plantings are also subject to change during construction based on availability, and are subject to FDOT approval.

Exhibit "B"
MAINTENANCE PLAN

SR 30 (US 98) from Daniel Drive to the beginning of the Naval Live Oak Reservation
Gulf Breeze, Santa Rosa County, Florida

Maintaining the subject landscaped area both during and after completion of the project includes, at a minimum, the following:

1. Mowing, cutting and/or trimming grass or turf within the landscaped project.

2. Fertilization of the landscaped project.

3. Weeding and edging (by means of manual, mechanical or chemical) of landscaped project. When using herbicides, formulas, rates, methods of application, special instructions and precautions should be applied.

4. Pruning of landscaped project in order to have healthy and vigorously growing plants and to maintain sight clearance in areas within the landscaped project.

5. Irrigation and maintenance of equipment and any other amenities (lighting, signage, benches, etc.).

6. A work zone traffic control plan (if necessary) for the installation and maintenance of the landscaped project.

7. Annual replenishment of mulch materials.

8. The project shall be maintained in accordance with FDOT Design Standards 546 and 700 as well as the FDOT Maintenance Rating Program.

EXHIBIT - 1

The CITY shall comply with all requirements of Florida Statute 344.044 and Department specifications and guidelines in constructing the before mentioned project.

FEDERAL RESOURCES Not Applicable to this agreement

STATE RESOURCES (CSFA 55.023)

Florida Department of Transportation Florida Statute 344.044

Landscape Grant Amount **$101,000.00**

Compliance Requirements

1. Project and/or material must be competitively bid.

2. Per Florida Statute 334.044 (26), to the extent practical, 50 percent of the funds shall be used for large plant materials.

3. Local agency must agree to maintain project permanently.

4. Funds are to be expended for construction only.

5. Plants must be purchased from FL based nursery stocks.

Matching Resources for Federal Programs Not Applicable to this agreement

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 5/9/2014

Subject: Purchase of Payton Office Complex, 1189 Gulf Breeze Parkway

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On May 5, 2014, the City Council acting as the Board of Directors for the Community Redevelopment Agency (CRA) authorized an appraisal of the subject property. The property has been recently placed on the market for sale. The appraisal of the property is now complete. Please note that the Fruitticher-Lowery Appraisal Group used all applicable approaches to deriving the value of the property. Their conclusion is that the parcel should have a "fair market value" of $500,000. The value of/and only estimate is estimated at $450,000 with the value of the building and land subject to renovation is $645,000.

The property is listed or will be listed for sale at the price of $425,000. The City should consider the purchase of the property for the list price for the following reasons:

- The appraisal value or fair market value is higher than the list price.
- A portion of the office space could be temporarily occupied by City staff reducing the pressure to expand City Hall.
- It is possible a private firm may be willing to renovate a portion of the existing space and rent it on a basis that meets the City's long term interests.
- A portion of the parking area can be used for the CNG filling station.
- The property is likely to be critical to redevelopment per the Most Livable City plan. According to VHB Miller Sellen, our Master Plan consultants, this parcel may become critical to a plan to expand Gulf Breeze Hospital and/or create a terminus/intersection for a parallel facility to convey traffic other than on U.S. 98.
- Development of the parcel in a fashion similar to the manner an out parcel on the opposite side of U.S. 98 was developed would limit the City's ability to implement the Eastern Gateway catalyst site in the best manner possible.

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We do not have all the nuts and bolts assembled for a plan going forward at this point. The City may wish to make the purchase and then commission a more detailed analysis of the building. If there is a residual value in the building and renovation is deemed feasible, we may wish to hire a firm to make improvements and manage rental. These issues can be worked out following purchase.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) ON MONDAY, MAY 19TH AND APPROVE THE PURCHASE OF THE PAYTON OFFICE COMPLEX FOR $425,000.

SUMMARY OF IMPORTANT CONCLUSIONS

PREPARED FOR:	The City of Gulf Breeze
OWNERSHIP:	The property is currently listed under the ownership of Three P, Inc.
USE OF APPRAISAL:	This appraisal is being prepared for purchasing decisions.
PROPERTY LOCATION:	The subject property has a street address of 1198 Gulf Breeze Parkway and is physically located on the north side of Gulf Breeze Parkway at the western edge of the National Live Oak Reservation within the City of Gulf Breeze, Florida.
SITE SIZE:	According to the information obtained from the County, the property includes a total land area of 0.659 acres or 28,706 square feet.
IMPROVEMENTS:	The land is improved with a 7,138 square foot office building that was constructed in 1976. The building is constructed off grade with a built-up foundation, stucco exterior walls and a shingle roof. The building can be configured into 8 office units but several have been combined and the current set-up is for 4 office units. Units 1 & 2 were combined into an 804 square foot unit, units 3 & 4 were combined into an 855 square foot unit, units 5, 6 & 7 were combined into a 4,068 square foot unit and unit 8 is a 1,193 square foot unit. There is also a 218 square foot common restroom. The building is constructed in a "U" shape and has a Japanese theme with a open court yard/Japanese rock garden in the center. There were some items of deferred maintenance noted but the building appeared to be structurally sound with an estimated effective age of about 20 years and a remaining life of about 25 years. The deferred maintenance issues would require some exterior stucco repair, exterior wood trim replacement and paint, rear stair and deck replacement, replacement of 3 exterior doors, interior paint, replacement of cabinets and counter tops, some minor ceiling repair, new flooring and a complete renovation of

Summary of Important Conclusions (Cont'd.)

the common bathroom. The total cost for the deferred maintenance items is estimated herein to be $135,000 or $18.91/SF of the building area.

ZONING: The site is zoned "C-1" Commercial District allowing for a wide variety of commercial uses.

ENVIRONMENTAL CONCERNS: The subject property has been utilized as an office building and there is no reason for environmental concerns.

HIGHEST AND BEST USE: The highest and best use of the property would be to renovate the existing building for the continued use as an office building.

DATE OF VALUE: April 25, 2014 (Last Date of Inspection)

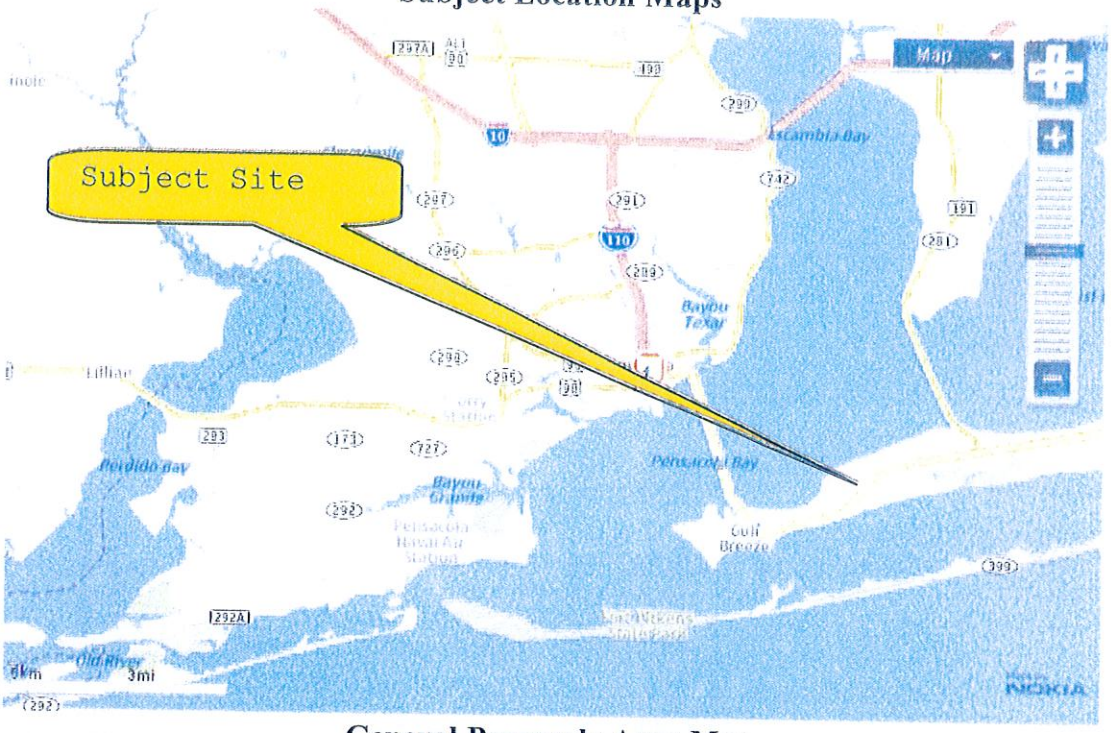
ASSESSED VALUE: The property is assessed for $488,084 and the annual taxes are $7,738.86.

PROPETY RIGHTS APPRAISED: Fee Simple

Approach	As Is Value Indication	Value Subject To Renovation Completion & Stabilized Occupancy
Cost Approach	$600,000	N/A
Sales Comparison Approach	$535,000	$670,000
Income Approach	$465,000	$620,000
Reconciled Value Opinion	**$500,000**	**$645,000**

The as is value of the property of $500,000 takes into consideration the current condition of the property and the estimated cost to renovate. The value based on the hypothetical condition that the property has been renovated and is at a stabilized occupancy is $645,000.

Subject Location Maps



General Pensacola Area Map

City of Gulf Breeze Map

Subject Photos

Aerial Photo

Subject Photo

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 5/9/2014

Subject: Formation of a Storm Water Task Force

Mayor Zimmern directed staff to begin discussion internally on the formation of a blue ribbon task force to study storm water management in the City. We have prepared only a rough outline of an approach for the task force at this point.

We would present to the task force a description of the storm water infrastructure that exists in certain parts of the City. We would include the age of the systems and size of pipes and pumps. We would describe the rain events that have led to flooding and locate where flooding occurred. Maintenance practices would be provided. There are also several drainage projects pending that will improve the situation somewhat.

The task force could request further analysis and data as it is available. We would ask the task force for recommendations on improvements to infrastructure, maintenance practices, pump sizes and emergency projects such as ports under roads and out to nearby bodies of water to facilitate pumping.

Finally, there are programs which may fund removal of homes that have flooded frequently or raising the base floor elevation of existing homes. The task force may make recommendations on these issues.

Formation of the task force should focus on citizen interests and expertise in fields germaine to the study. We have identified a few people who may be willing to serve:

- David Alsop, 515 Navy Cove – Sam Marshall Architects
- Dave Lutrell, 204 Dolphin St.
- Steve Jernigan – Bay Design
- Tom Folkers, 2 Fairpoint Place
- Conor Grace, 424 Dolphin St.
- Lee Brown, 83 Shoreline Dr – Underground Utility Contractor
- Bill Clark, 60 Highpoint Drive – Retired Coast Guard Officer

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The Council can add to this list at the Executive Session on May 14th. Staff will contact the people the Council selects to be on the task force and try to have a final list by Monday the 19th. Staff from various department as well as consulting engineers can act as staff to the committee.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE FORMATION OF A TASK FORCE TO STUDY STORM WATER DRAINAGE IN THE CITY OF GULF BREEZE.