

GULF BREEZE CITY COUNCIL EXECUTIVE MEETING AGENDA

JULY 2, 2014
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Presentation of Draft Comprehensive Plan Amendments
- B. Discussion and Action Regarding Request for Street Name Change
- C. Discussion and Action Regarding Repairs to Tennis Court
- D. Discussion and Action Regarding Resolution 12-14, Approving a Plan of Finance and Issuance of up to \$35,000,000 in Capital Trust Agency Bonds for a Senior Living Facility on behalf of Elizabeth H. Faulk Foundation
- E. Discussion and Action Regarding South Santa Rosa Utility Board Recommendations
- F. Discussion and Action Regarding Plantation Hill Storm Water Modification
- G. Discussion and Action Regarding Storm Drain Cleaning and Inspection
- H. Discussion and Action Regarding Innerarity Island Conversion
- I. Discussion and Action Regarding Cargo Trailer Purchase
- J. Discussion and Action Regarding Meter Recycling
- K. Discussion and Action Regarding Purchase of Data Backup, Recovery, and Off-Site (Cloud) Replication
- L. Discussion and Action Regarding Payment of Invoice to VHB MillerSellen
- M. Discussion and Action Regarding Scheduling of Follow-up Workshop – Tiger Point Clubhouse and Pro Shop Renovation
- N. Information Items
- O. Public Forum

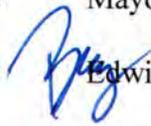
If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The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



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : June 27, 2014
Subject: **Presentation of Draft Comprehensive Plan Amendments**

When the City's "Most Livable City" Plan was completed, the task of updating and amending the City's Comprehensive Plan and Land Development Code began. The process for changing the Comprehensive Plan is set forth in state law. In order to be sure the process would be expertly handled and represent the desires that were identified in the master planning process, the City Council decided to retain VHB MillerSellen to complete the necessary tasks.

Attached is a copy of a presentation VHB will make to the City Council on Wednesday, July 2 at the Executive Session. The purpose of this presentation is to bring the City Council up to date on efforts to begin amending the Comprehensive Plan in line with the "Most Livable City" Plan.

The first formal action necessary is for the Council to consider the draft amendments to the Comprehensive Plan at transmittal hearings on August 2. At that time, you will decide if you would like to transmit the amendments to Tallahassee for review by the appropriate state agencies.



City of Gulf Breeze Draft Comprehensive Plan Amendments



Presented to

City of Gulf Breeze

Presented by



City Council Executive Session
July 2, 2014



Tonight's Agenda

- What is a Comprehensive Plan?
- Most Livable City Plan overview
- Proposed Comprehensive Plan Amendments
- Next Steps



Comprehensive Plan Amendments

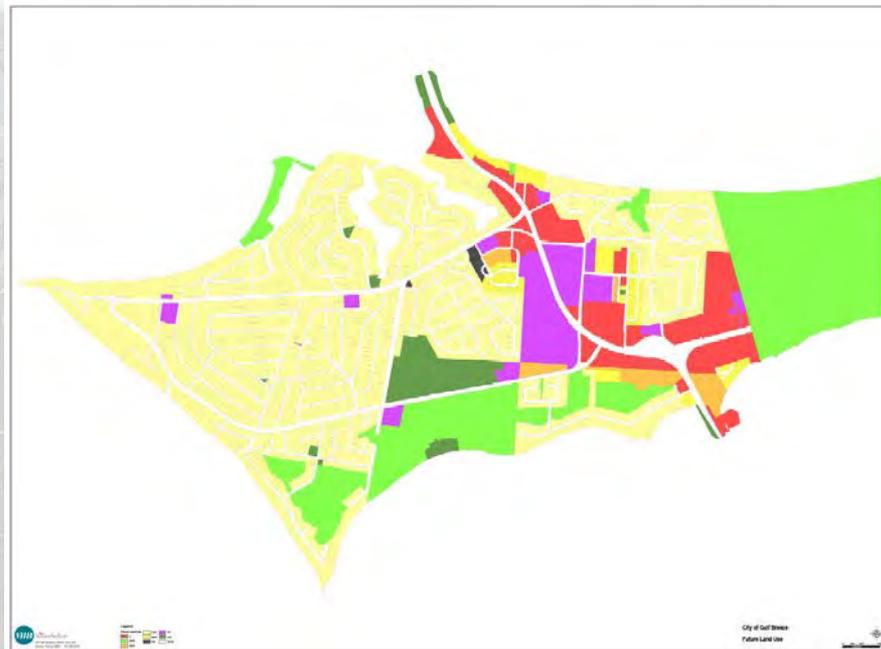


What is a Comprehensive Plan?

The Comprehensive Plan is a long range document that guides growth and development within a community.

Required Elements:

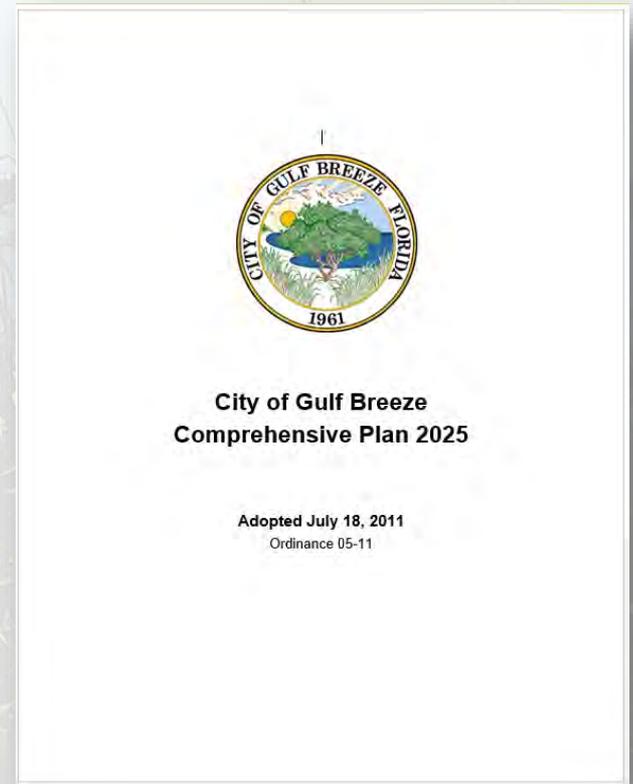
- Future Land Use and Map
- Transportation
- Infrastructure (Utilities)
- Conservation
- Recreation and Open Space
- Housing
- Coastal Management
- Intergovernmental Coordination
- Capital Improvements





Why are we amending the Comprehensive Plan now?

- 2010 Evaluation and Appraisal Report (EAR)
- 2011 EAR-based Amendments
- Subsequently, state growth management regulations were overhauled in 2011
- Gulf Breeze's Most Livable City Plan was adopted in 2013





Why did the City adopt a Master Plan?

- *To create a long-term vision for economic development*
- *To maintain and protect the quality of life for residents and businesses*
- *To address potential impacts from the Pensacola Bay Bridge reconstruction*

To achieve the Community Vision Statement:

"Develop a master plan to be recognized as the most livable city in America by 2020."



Public Involvement



- **Six Steering Committee Meetings**
- **Stakeholder Interviews (April 2012)**
 - 70-80 participants
- **Public Kickoff Workshop (June 2012)**
 - 25-35 participants
- **Four Day Design Charrette (June 2012)**
 - 60-100 participants
- **Third Public Workshop (November 2012)**
 - 10-20 participants
- **City Council Executive Meeting (June 26, 2013)**
- **City Council Regular Meeting (July 1, 2013)**
- All meeting notices faxed to media/news outlets, posted on City website and City Hall

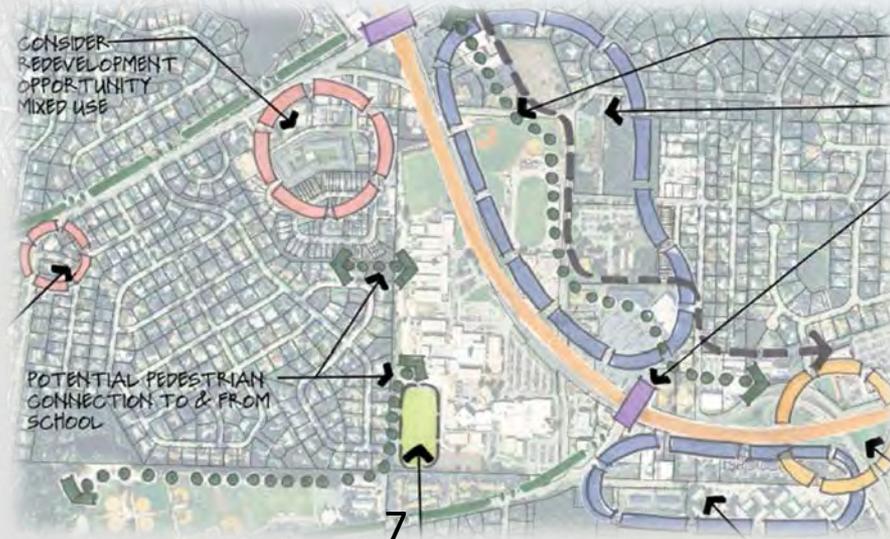




Citizen Feedback Created the Vision



- There is a need for a diversity of housing choices, prices, and types
- Evaluate co-location or relocation of City Hall facilities and public school recreational facilities
- Attract new businesses, jobs, and restaurants
- Create a walkable and safe environment
- Plan for all age groups, from children to senior citizens
- Protect quality of life and quality of schools







Most Livable City Plan – Adopted August 2013



Did We Address Our Community Priorities?

Priority	Master Plan Notes
1. Move Traffic	Addition of new parallel local routes will disperse traffic from US 98
2. Business Revenue	New business revenue projected by the Economic Analysis will strengthen the City's tax base
3. Pedestrian Safety and Comfort	Addition of trails and sidewalks on Shoreline Drive, Fairpoint, and other pedestrian amenities
4. Create Community Gathering Places	New community/civic center created at Shoreline Park; new Town Center "green"
5. Diversify Business Mix	Catalyst redevelopment sites provide new opportunities to diversify the business mix; the addition of new residential units will increase the population density needed to attract more businesses.



Near Term Action Items (2013 – 2018)

- Comprehensive Plan Amendments
- Land Development Code Amendments
- CRA Master Plan Update
- Marketing Campaign/Economic Development Strategy
- East Gate (Live Oak Village) Catalyst Site
 - Pro forma
 - Identify capital improvements
 - Solicitation of potential developers
- Shoreline/Fairpoint Multi-use Trails





Comprehensive Plan Amendments



General Comprehensive Plan Amendments

- Update dates and timeframes
 - Extend Planning Horizon from 2025 to 2035
 - Extension of 2011 completion dates
- Removal of policies related to height limits and other Land Development Code criteria from the Comprehensive Plan
 - Allow for increased height (up to 60 feet tall if 75 feet from residential buildings in adjacent parcels) in the Land Development Code
- Consistency with new state statutes



Recent Changes to the Florida Growth Management Act (2011 HB 7202)

- Local governments given greater control over land use decisions
- State agency review streamlined
- State-mandated concurrency for transportation, public school facilities, and parks and recreation is repealed
- Financial feasibility requirement for local plans is repealed
- The twice-per-year limitation on large-scale plan amendments is repealed



Comprehensive Plan Amendments



Future Land Use Element

- **Policy 1.5.11: Mixed-Use Development (MXD).** The intent of the MXD land use category is to implement mixed use redevelopment as illustrated on the City's *Most Livable City Plan*. The MXD land use category is only allowed within the legal boundaries of the Gulf Breeze CRA and is intended to provide for a mixture of offices, retail, businesses, and residential uses.



Comprehensive Plan Amendments



Policy 1.5.11: Mixed-Use Development (MXD).

1. The minimum density for any new residential development shall be eleven (11) units per acre and the maximum density for new residential development shall be forty (40) units per acre.
2. Any new non-residential development shall have a minimum F.A.R. of 0.25 and a maximum F.A.R. of 3.0.
3. A mixed-use development includes shall include a mixture of land uses on the same site and/or in the same building. Uses may be mixed either horizontally or vertically.
4. All development within the MXD category shall be required to undergo site plan review for consistency with design guidelines adopted in the *City of Gulf Breeze Community Redevelopment Agency and Central Business District Design Guidelines.*



Comprehensive Plan Amendments



Future Land Use Element

- Policy 1.5.1:** The adopted FLUM (Map 3.1, Volume II, Adopted Maps Atlas) contains and identifies appropriate locations for the land use categories, hereby established at the densities and intensities shown on the following table.

Future Land Use Categories	Percentage Res/Com Use	Maximum Density/Intensity ⁽⁴⁾
Conservation (CNS)	N/A	N/A
Parks/Recreation (P/R)	N/A	0.25 FAR
Public Facilities/Institutional (PF/I)	N/A	1.0 FAR
Low-Density (LDR)	95% / 5%	1-4 du per acre ⁽²⁾
Medium-Density (MDR)	95% / 5%	5-10 du per acre
High-Density (HDR)	95% / 5%	11-25 du per acre
Neighborhood Business (NB)	10% / 90%	1-10 du per acre/0.5 FAR
Commercial	15% / 85%	5-30 du per acre/2.0 FAR

Future Land Use Categories	<u>Maximum Percent Residential</u>	<u>Maximum Percent Non-Residential</u>	<u>Density/Intensity⁽¹⁾</u>
Conservation (CNS)	N/A	N/A	N/A
Parks/Recreation (P/R)	N/A	N/A	Up to 0.25 FAR
Public Facilities/Institutional (P/I)	N/A	N/A	Up to 1.0 FAR
Low-Density (LDR)	<u>100%</u>	5%	1-4 du per acre ⁽²⁾
Medium-Density (MDR)	<u>100%</u>	5%	5-10 du per acre
High-Density (HDR)	<u>100%</u>	5%	11-25 du per acre
<u>Mixed-Use District (MXD)</u>	<u>75%</u>	<u>75%</u>	<u>11-40 du per acre / 0.25-3.0 FAR</u>
Neighborhood Business (NB)	<u>50%</u>	<u>100%</u>	1-10 du per acre/ Up to 0.5 FAR
Commercial	<u>30%</u>	<u>100%</u>	5-30 du per acre/ Up to 2.0 FAR

(1) Density is based on gross square feet of parcel

(2) DU means dwelling unit and only applies to categories that permit residential uses

(3) FAR=Floor Area Ratio (square footage of total building area/square footage of parcel. In calculating the FAR, the square footage of the total building area shall include the square footage of all private parking garages.)

(4) Percentages based on total floor area.



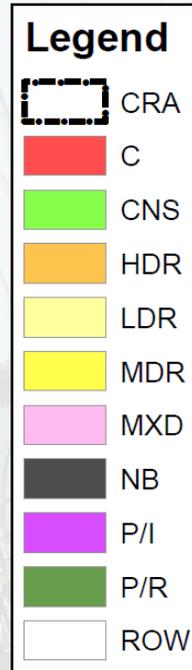
East Gate Catalyst Site





East Gate Catalyst Site

Existing Future Land Use



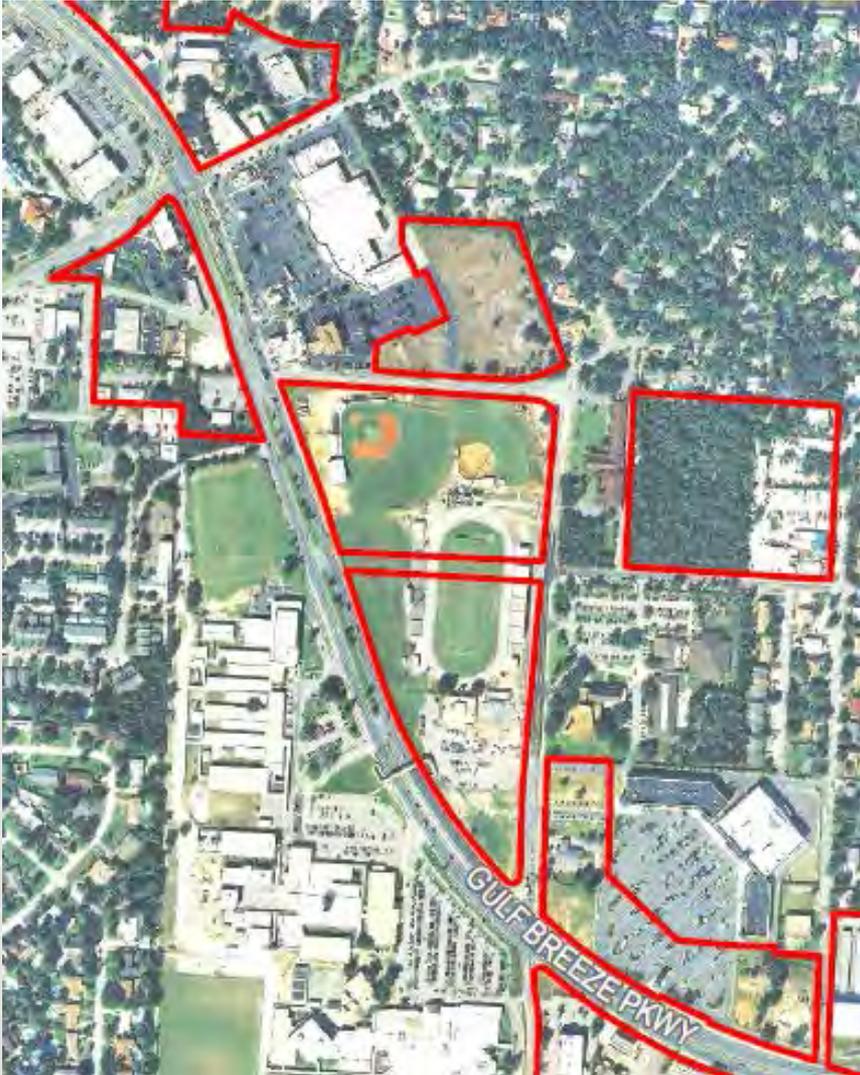
Proposed Future Land Use



FROM	TO	ACRES
HDR	MXD	1.04
C	MXD	16.45



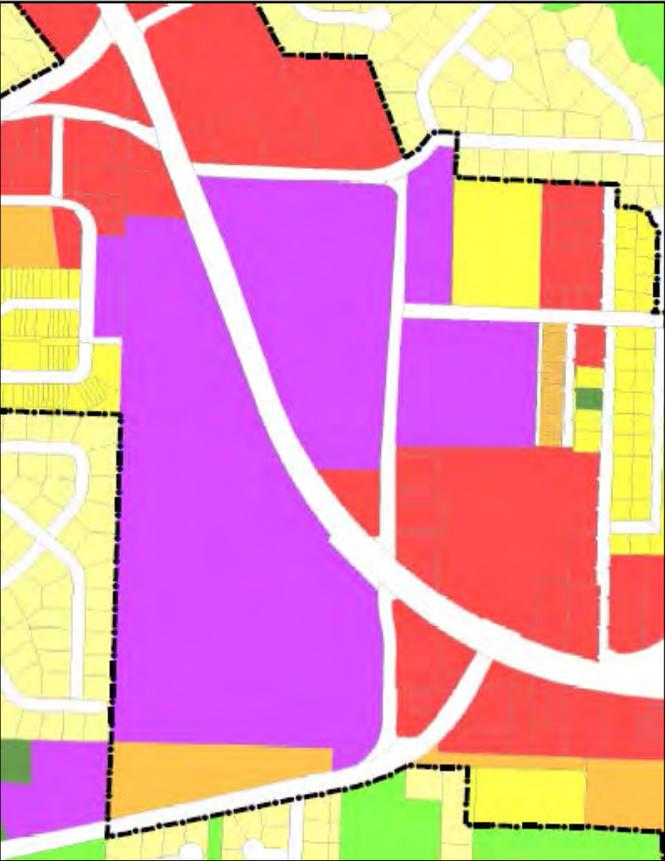
Town Center Catalyst Site





Town Center Catalyst Site

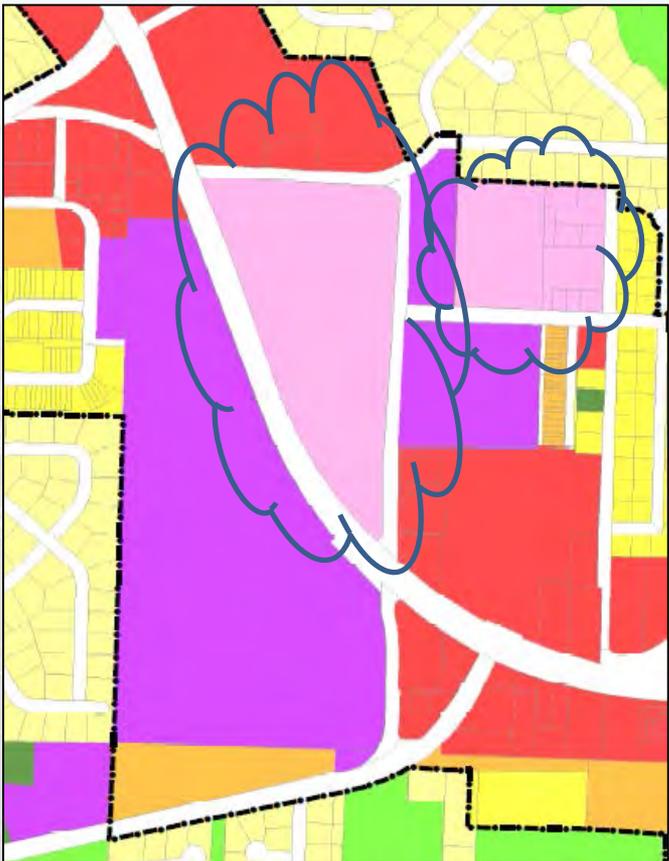
Existing Future Land Use



Legend

- CRA
- C
- CNS
- HDR
- LDR
- MDR
- MXD
- NB
- P/I
- P/R
- ROW

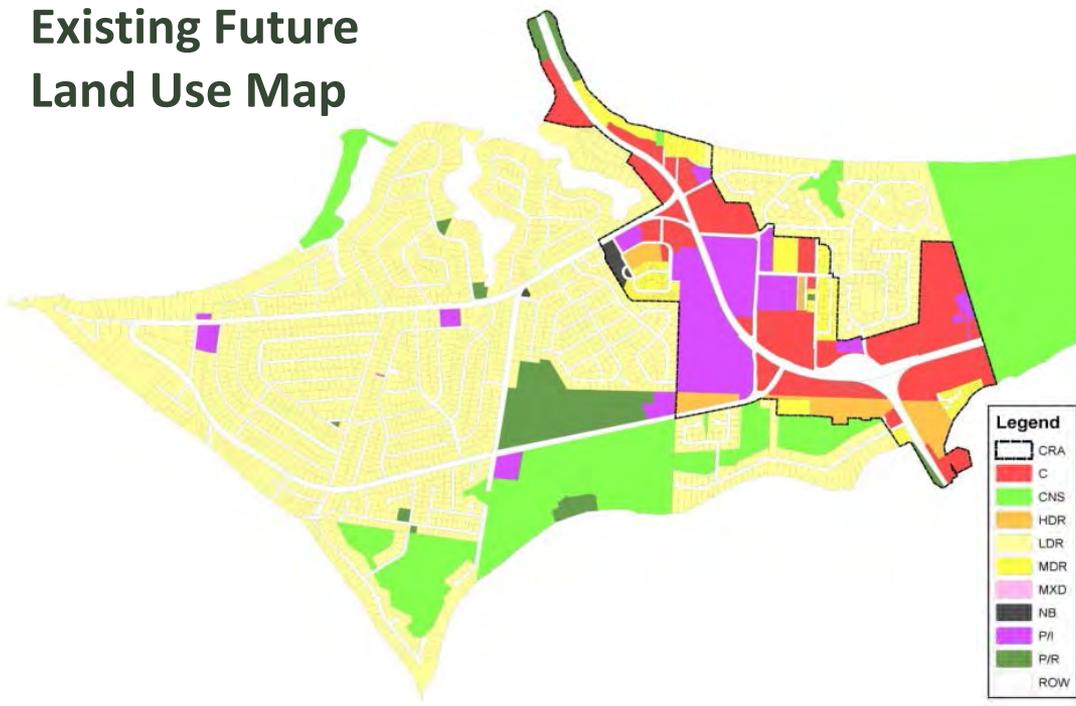
Proposed Future Land Use



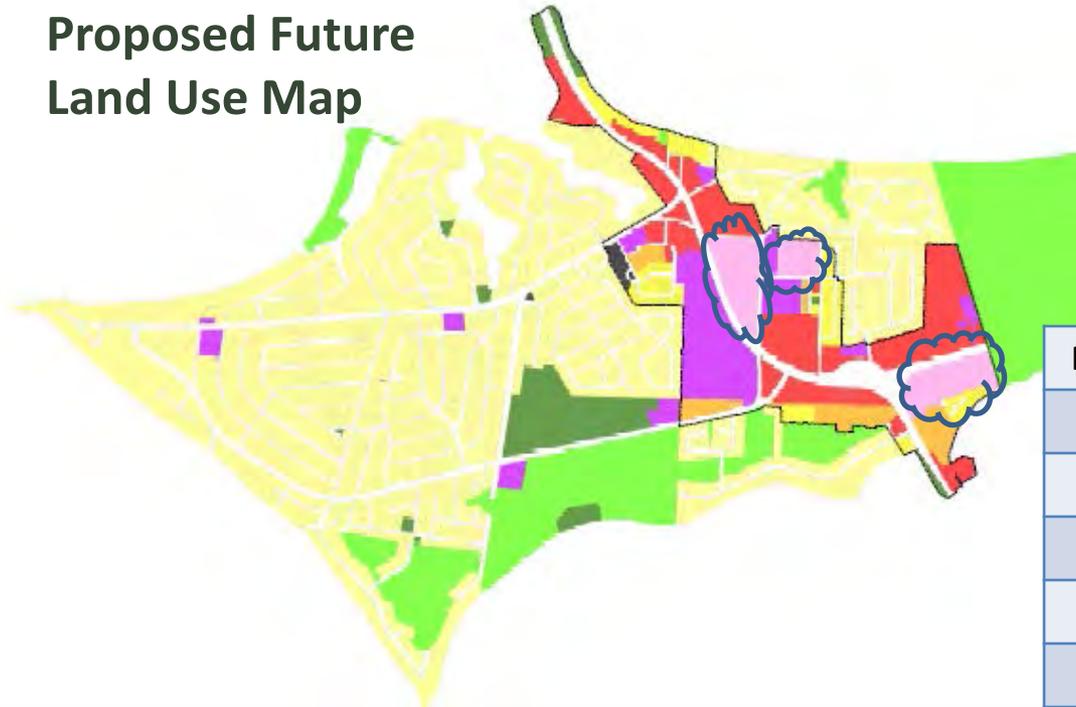
FROM	TO	ACRES
P/I	MXD	18.75
MDR	MXD	5.38
C	MXD	4.56



Existing Future Land Use Map



Proposed Future Land Use Map



FROM	TO	ACRES
C	MXD	21.01
P/I	MXD	18.75
MDR	MXD	5.38
HDR	MXD	1.04
Total Change		46.18



Comprehensive Plan Amendments



Future Land Use Element

Objective 1.11: Implement the *City's Most Livable City Plan* to maintain, protect, and enhance the quality of life for residents and businesses.

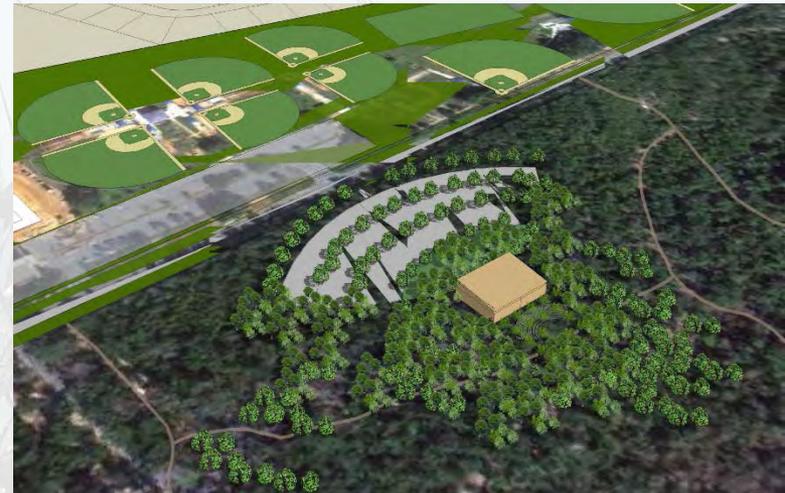
Policy 1.11.1: Diversify the business mix, and encourage create mixed-use developments by implementing the Catalyst Site projects in the City's *Most Livable City Plan*.

Policy 1.11.2: Expand the trail and sidewalk network, to improve pedestrian safety and comfort.

Policy 1.11.3: Create new community gathering places, including a new community/civic center at Shoreline Park, Neighborhood Centers, and a "green" park in the Town Center catalyst site.

Policy 1.11.4: Disperse traffic from US 98 by adding parallel local routes.

Policy 1.11.5: Relocate public school ball fields to just south of the High School to improve school bus access, vehicle circulation and increase available land along US 98 for mixed-use development.





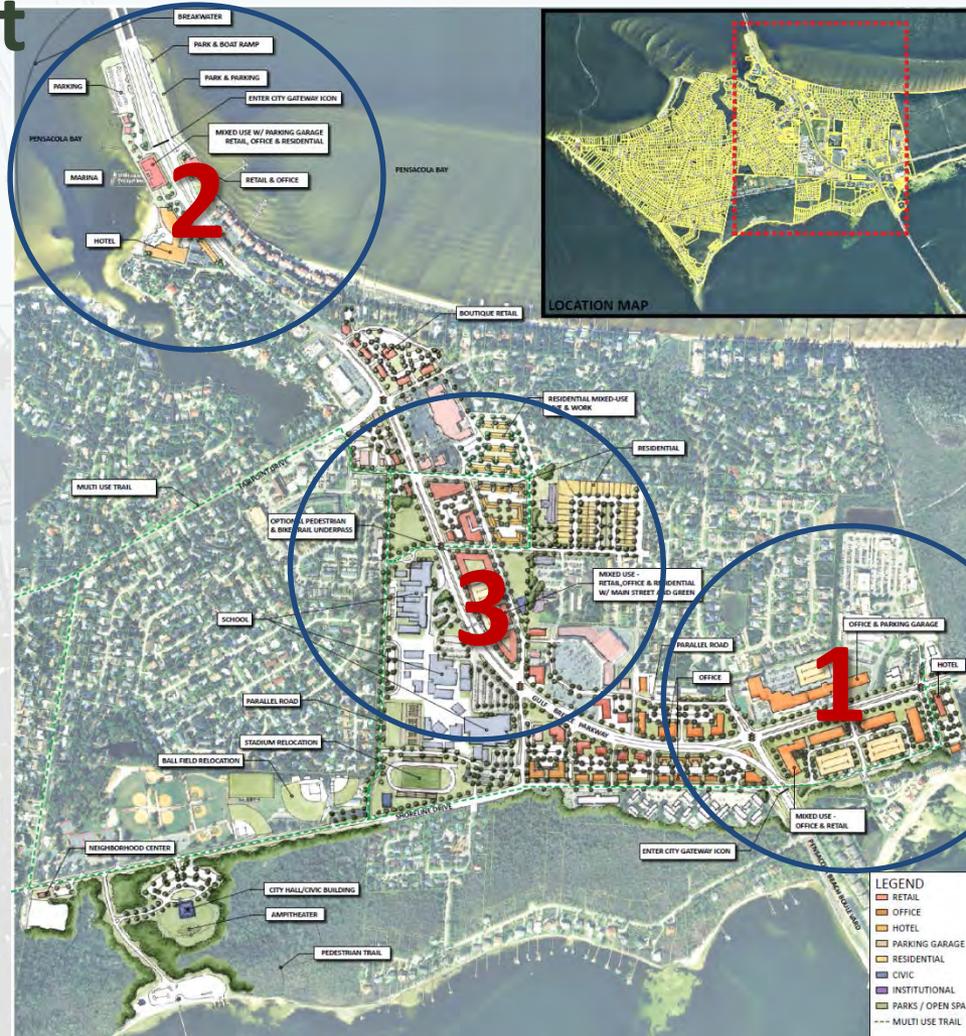
Future Land Use Element

Policy 1.11.6: Redevelop the East Gate Catalyst

Site to create a medical office employment center that complements the Andrews Institute and Gulf Breeze Hospital.

Policy 1.11.7: Continue to coordinate with the Florida Department of Transportation (FDOT) to recommend the easternmost alignment of the Pensacola Bay Bridge reconstruction in order to maximize development potential and access for properties within the Bay Bridge Landing Catalyst Site.

Policy 1.11.8: Create a mixed use “main street” with a central green space in the Town Center Catalyst Site.





Comprehensive Plan Amendments



Transportation Element

Objective 1.7: Create parallel alternatives to US 98 to implement Recommended Transportation Improvements from the City's *Most Livable Plan* and enhance connectivity and safety for pedestrians, cyclists, transit users and vehicles.

- Policy 1.7.1:** Construct a new local street, adjacent to the public school facilities , that connects Fairpoint Drive to Shoreline Drive, as a parallel alternative to US 98.
- Policy 1.7.2:** Construct a new local street that connects Andrew Jackson Trail to Pensacola Beach Boulevard. This new local street shall be a pedestrian oriented "Main Street" that serves as a parallel alternative to US 98.
- Policy 1.7.3:** Realign McAbee Court to connect Shoreline Drive to the Live Oak Village as a parallel alternative to US 98.
- Policy 1.7.4:** Prepare a Complete Street typical cross section for use when designing new local streets identified in the Most Livable City Plan



Comprehensive Plan Amendments



Transportation Element

Objective 1.8: Improve existing intersections to implement the Recommended Transportation Improvements from the City's *Most Livable City Plan* and enhance connectivity and safety for pedestrians, cyclists, transit users and vehicles.

Policy 1.8.1: Align Hoffman Drive and Andrew Jackson Trail at the intersection of US 98, with a directional northbound left permitted at the future unsignalized intersection to improve connectivity and safety.



Existing Conditions



Proposed Improvement



Comprehensive Plan Amendments

Transportation Element

- Policy 1.8.2:** Modify the geometry of the Daniel Drive, Shoreline Drive, and McAbee Court intersections to improve connectivity. The intersection at the high school and Daniel Drive shall remain signalized.
- Policy 1.8.3:** Realign the unsignalized Shoreline Drive intersection at US 98 to a north-south alignment rather than the existing curved alignment to improve safety.
- Policy 1.8.4** Realign McAbee Court to the east, concurrent with redevelopment and connected to the Live Oak Village redevelopment site. A roundabout may be located at the Pensacola Beach Boulevard and McAbee Court intersection.



Existing Conditions



Proposed Improvement



Comprehensive Plan Amendments

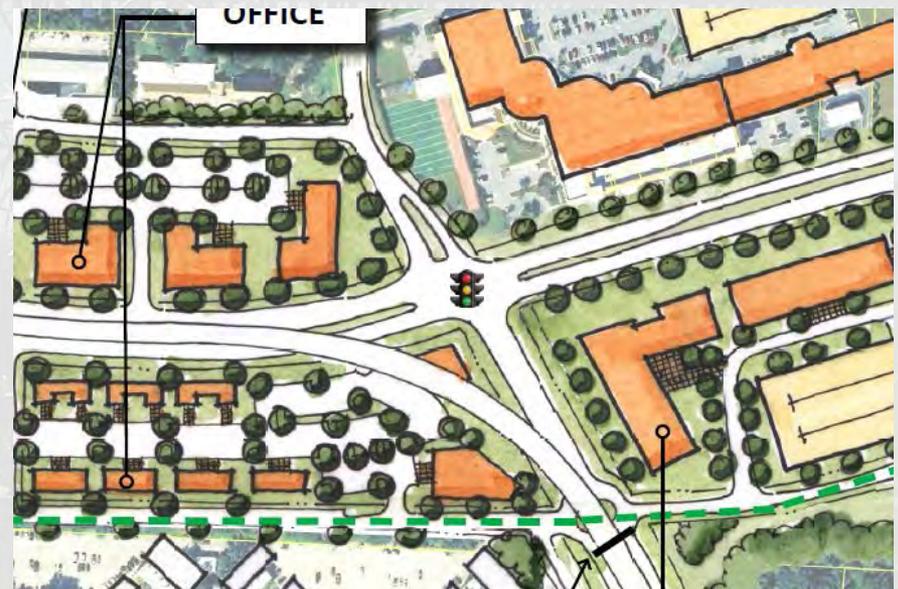
VHB

Transportation Element

Policy 1.8.5: Coordinate with the Florida Department of Transportation (FDOT) to reconstruct the existing Pensacola Beach Boulevard interchange at US 98 as an at-grade intersection if it becomes necessary to widen US 98 to six lanes. Reconstruct the northbound left movement (off-ramp from bridge) and eastbound right (on-ramp to bridge) as ramps. Convert the existing interchange to a signalized intersection to connect the hospital and shopping campus to the east with the Gulf Breeze community to the west.



Existing Conditions



Proposed Improvement



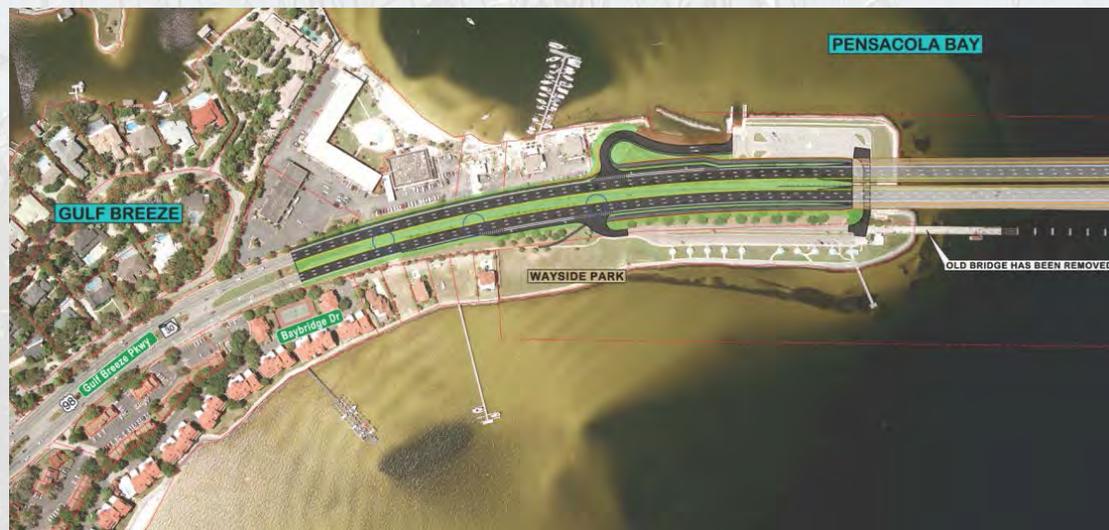
Comprehensive Plan Amendments

VHB

Transportation Element

Policy 1.8.6: The City shall continue to coordinate with the Florida Department of Transportation (FDOT) to recommend the easternmost alignment of the Pensacola Bay Bridge reconstruction in order to maximize development potential and access for properties.

Policy 1.8.7: Continue to monitor the coordinated signalized intersection system to reduce travel delay time and allow through trips to progress more quickly and fluidly along US 98.





Comprehensive Plan Amendments



Transportation Element

Objective 1.9: Implement the bicycle and pedestrian facilities improvements of the City's *Most Livable City Plan* to enhance connectivity and safety for pedestrians and cyclists.

Policy 1.9.1: Connect the residential areas in western Gulf Breeze with the park, the school campus, and the redevelopment areas adjacent to US 98 with a dedicated bike trail along Shoreline Drive and Fairpoint Drive. Connect the realigned Shoreline Drive to the Boy Scout Trail south of US 98 by a dedicated "Share the Road" facility.



Proposed Multi-use trail location



Comprehensive Plan Amendments



Transportation Element

Policy 1.9.2: Evaluate the feasibility of constructing a pedestrian underpass to provide a connection between the school campus and the mixed use district and new main street.

Policy 1.9.3: Construct pedestrian crossings at the following signalized intersections to enhance connectivity and safety across US 98:

- A. US 98 and Fairpoint Drive** to connect residential to the new main street.
- B. US 98 and Daniel Street** to connect the school campus to the new main street
- C. US 98 and the Pensacola Beach Boulevard** to connect Shoreline Drive and the mixed use development to the south with the hospital and office to the north.
- D. US 98 and the Hospital/ Live Oak shopping center** to connect the hospital campus and the proposed hotel and mixed use office and retail buildings.





Infrastructure Element

Policy 1.5.5: Develop a strategy to transition private properties from septic tanks to central wastewater utility service over the next 20 years.



Public School Facilities Element

Objective 1.3: Coordinate the location of public schools relative to the location of other public facilities to the maximum extent possible.

- **Policy 1.3.4:** Encourage the joint use of school facilities.
- **Policy 1.3.5:** Coordinate a long-term strategy to locate the athletic facilities immediately adjacent to the high school site.



Schedule



Local Planning Agency and City Council Transmittal Hearings

- August 4, 2014

State Agency Review and Revisions (if necessary)

- August – September, 2014

City Council Adoption Hearing

- October 20, 2014

Effective Date

- November 28, 2014

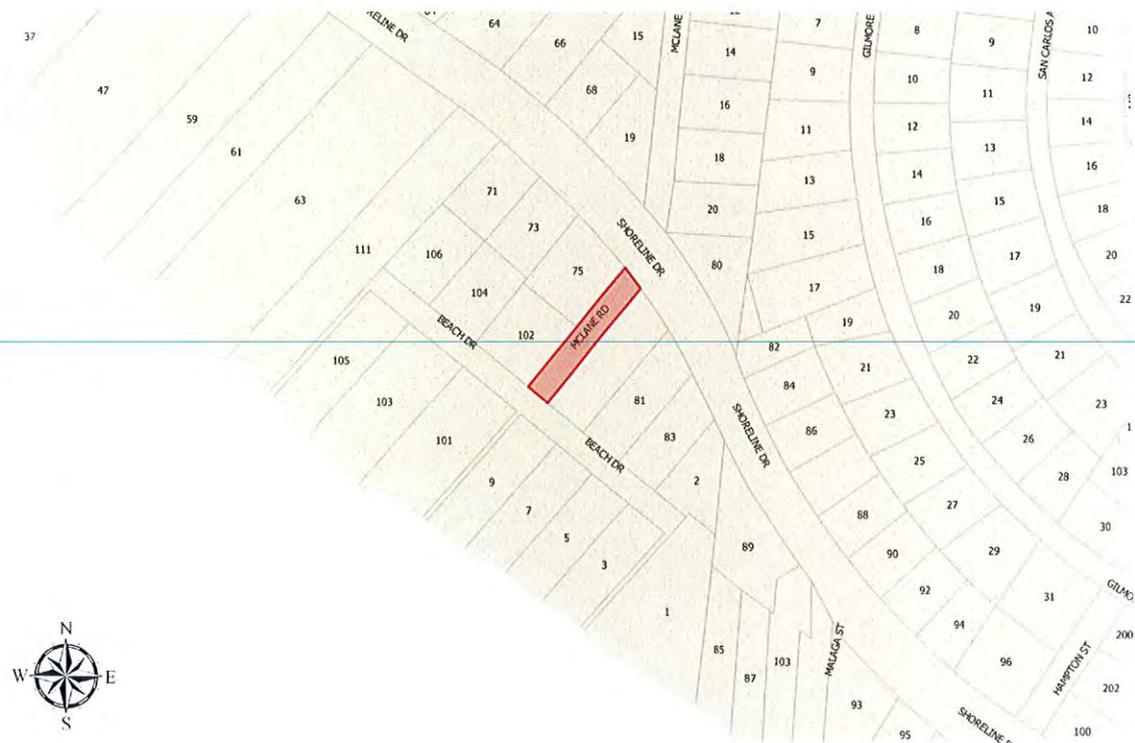


City of Gulf Breeze

MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER
FROM: CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES
DATE: JUNE 13, 2014
SUBJECT: STREET NAME CHANGE

Attached, please find a street name request from Max Jordan. Mr. Jordan along with a majority of the residents that live on Beach Drive are requesting that the small segment of McLane Road that runs between Shoreline Drive and Beach Drive be redesigned as a part of Beach Drive.



Staff has reviewed the request and finds that redesignating that particular segment would have minimal impacts. The lots on the northwest side of the segment already have designated addresses off of Shoreline Drive and Beach Drive. The lot on the southwest side of the segment belongs to Mr. Jordan and could easily be designated

**STREET NAME CHANGE
PAGE 2**

as 79 Shoreline Drive or 8 Beach Drive. Additionally, if it were split like the lots to the northwest, the same addressing scheme could still apply.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REQUEST TO
REDESIGNATE THE SMALL SECTION OF MCLANE ROAD
THAT RUNS FROM BEACH DRIVE TO SHORELINE DRIVE
TO BEACH DRIVE.**

4-16-2014

Change of Street Name

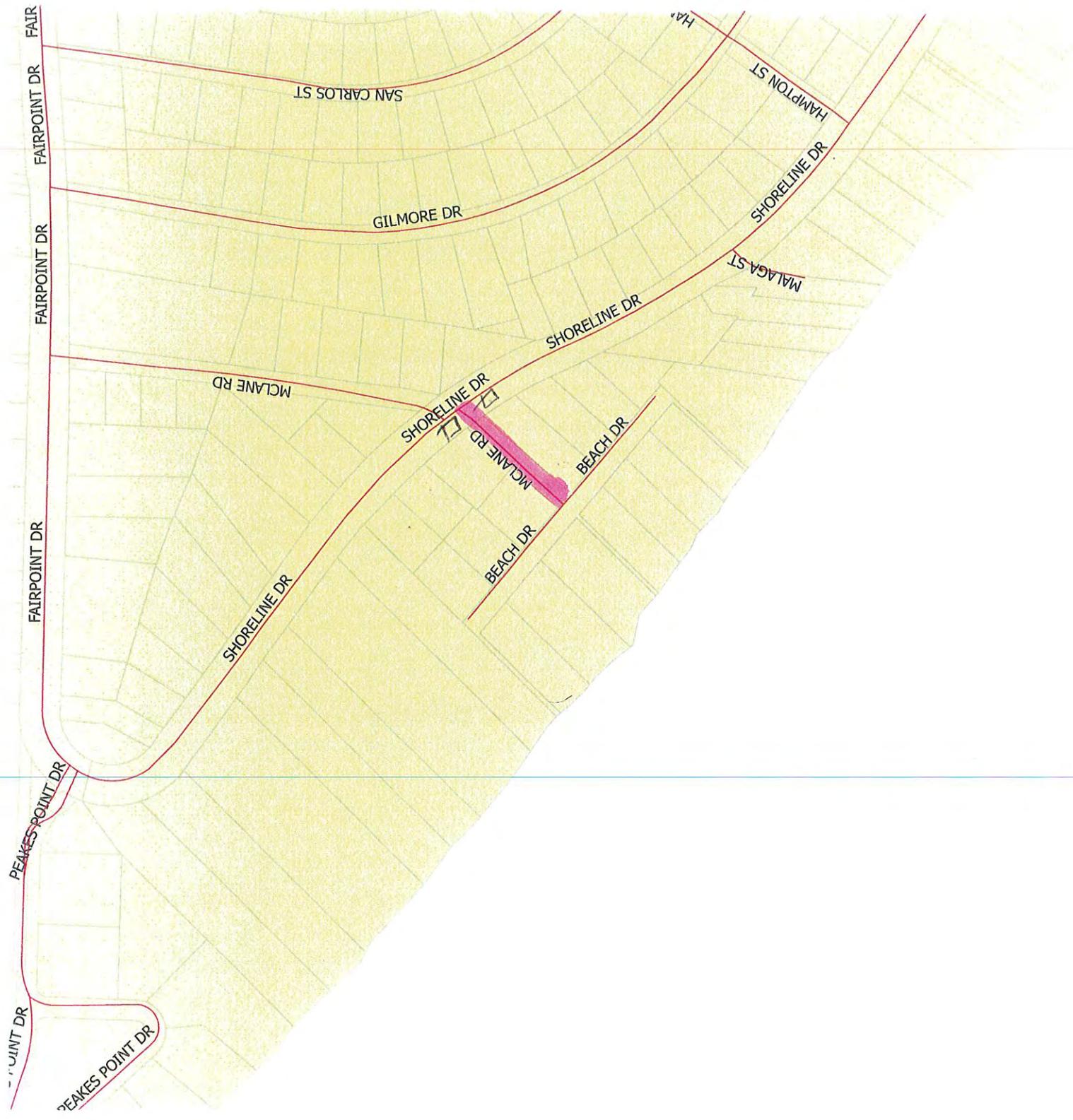
All the residents of Beach Dr were contacted and support the changing of the name of one block of Mc Lane Rd between Shoreline Dr and Beach Dr to Beach Dr.

There are no house numbers on this block so only the name needs to be changed.

I respectfully request this one block be changed to Beach Dr.

Thank you from the residents of
Beach Dr.

Max Jordan
932 2727



I support changing the name of the portion of McLane Road between Shoreline Drive and Beach Drive to Beach Drive. This one-block section has no house numbers and nothing to change other than the name.

Name	Address
C. Brown	5 Beach Dr.
Tamara Brown	5 Beach Dr.
Reynold	1 Beach Dr.
Cynthia Jordan	101 Beach Dr.
Bert Jordan	" "
Laura Russell	104 Beach Dr.
Robert Cleveland	7 BEACH DRIVE
Lisa & Mike Tidwell	105 Beach Dr.
Mike & Karen Puhala	103 BEACH DR GB FL
Brad & Jamie Peterman	2 Beach Drive GB
Max Jordan	9 Beach Dr.
Charles O. Cook	111 Beach Dr.
Katherine Williams	Shoreline Drive



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager
From: Ron Pulley, Director of Parks & Recreation
Subject: Tennis Court Flood Repairs
Date: June 25, 2014

The April flood completely covered the ten tennis courts at Shoreline Park for a period of 7 days. When the waters receded, we immediately discovered significant buckling and cracking on six of the ten courts. Since that time, depressions have deepened and cracks have widened. Latent problems will likely continue.

Rebol – Battle and Associates, were the engineers of record for the tennis court renovations and additions that occurred in 2012. For this reason, we asked them to evaluate the damage. Their report is attached. In summary, their preliminary evaluations indicate a significant, yet undetermined, amount of subsurface erosion. Because of the buckling and cracking that has already appeared, they recommend complete removal of the asphalt surface, accompanied by geotechnical evaluation of the base material damage. Once the base material damage has been corrected, new asphalt and court paint would be installed. Rebol – Battle estimates the cost of this project to be \$196,750.00

Rebol – Battle proposes to complete the evaluation process, prepare construction documents, bid package including design drawings and specifications, and provide construction administration for the repair project, for a fee of \$7,450.00.

The tennis community is understandably anxious to get back out on these courts. As previously noted, some courts appear more damaged than others. Current conditions may worsen and additional problems may show at any time. The safest course of action is to leave the courts closed.

Recommendation

That Council direct staff to proceed with the evaluation and bid process necessary to repair the ten tennis courts at Shoreline Park, and that Council authorize a contract with Rebol – Battle & Associates, in the amount of \$7,450.00, to complete the evaluation process, prepare construction documents, bid package including design drawings and specifications, and provide construction administration for this project.



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

June 26, 2014

Ron Pulley
Director of Parks and Recreation
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

RE: Preliminary Evaluation and Professional Services Proposal
Gulf Breeze Recreation Center Tennis Courts
RBA Project No. 2014.131

Dear Mr. Pulley:

Rebol-Battle & Associates (RBA) thanks you for the opportunity to submit this proposal to provide professional engineering services for the above referenced project. Our services will include preparing complete construction documents, bid package including design drawings and specifications, and construction administration to repair the existing tennis courts damaged by the recent flooding.

Our preliminary investigation of the courts revealed moderate cracking and buckling due to hydrostatic pressure buildup. We feel the large surface area of the courts didn't allow the hydrostatic pressure to escape under the courts. The pressure build up in turn buckled and cracked the courts. We do not feel that trying to salvage the asphalt would be cost effective due to the amount of specialty crack repair products and leveling coatings that would be required to get the courts back if possible in acceptable conditions. It is our opinion that the asphalt should be removed and replaced while salvaging the nets, post, and fencing.

We have attached a proposal from NOVA Engineering. They are a geotechnical engineering firm we intend to use to investigate the extent of the "base" material damage under the asphalt. They will specifically be investigating the areas which buckled or sank as a result of the flooding. It is our initial opinion due to the type of base used on the new courts (i.e. aggregate base), that the majority of the base and subgrade are in good and salvageable condition and could be re-used. NOVA's investigation will try to confirm this. If the base is in good condition, it will only need to be spot repaired as needed then re-leveled and compacted once the asphalt is removed. Once the base is re-worked the new asphalt and court paint could be installed.

We estimate the cost associated with repairing the courts as follows:

- Mobilization, Removal of Misc. Fence of Access and Net Removal: \$7,500
- Asphalt Demolition: 7,250 SY @ \$3.00/SY = \$21,750
- Re-work and Spot Repair Existing Base Material: 7,250 SY @ \$2.00/SY = \$14,500
- Petro-Mat (for Base-Repair as Needed): 1,750 SY @ \$3.00 = \$5,250
- New 1.5" Type SP-9.5 Asphalt Installation: 7,250 SY @ \$12.00/SY = \$87,000
- Re-installation of Fence and Nets: 10 Courts @ \$1,000 per Court = \$10,000
- Court Paint and Striping (per McLean Tennis): 7,250 SY @ \$7.00 = \$50,750

Total Estimated Construction Cost:	\$196,750.00
---	---------------------

The following proposed fees are based upon our understanding of the anticipated scope of work:

Task 1 - Geotechnical Services (Provided by NOVA) \$1,950.00
Task 2 – Civil Design Services (Plans and Spec's).....\$4,500.00
Task 3 – Bidding/Construction Administration Services.....\$1,000.00

Total Fee (Civil Engineering and Geotechnical):	\$7,450.00
--	-------------------

If this proposal is acceptable, please sign one copy and return it to us for our files. As we know the importance of this project, we will begin work immediately upon receiving your approval.

Sincerely,
REBOL•BATTLE & ASSOCIATES, LLC



Paul A. Battle, PE

Proposal Accepted by:

Mr. Ron Pulley

Date

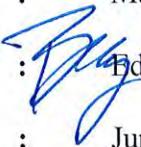


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : June 27, 2014

Subject: **Resolution 12-14, Approving a Plan of Finance and Issuance of up to \$35,000,000 in Capital Trust Agency Bonds for a Senior Living Facility on behalf of Elizabeth H. Faulk Foundation**

The Capital Trust Agency reviewed a senior living facility project to be constructed in Palm Beach County, west of the city of Boca Raton. The agency has decided to issue not more than \$35,000,000 in tax exempt revenue bonds for construction, equipping, and complete development of a senior living facility.

Resolution 12-14 approves the issuance of the bonds and the appropriate amendment to the City's Interlocal Agreement with Century.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 12-14 APPROVING A PLAN OF FINANCE FOR THE FAULK FOUNDATION FOR DEVELOPMENT OF A SENIOR LIVING FACILITY IN PALM BEACH COUNTY NEAR THE CITY OF BOCA RATON.

RESOLUTION 12-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, INSTALLATION AND EQUIPPING OF A SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$35,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; 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. 54 (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 February 20, 2014, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing 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 acquiring, constructing, developing, improving, installing and equipping of a memory care housing facility to be located in Boca Raton, Florida (the "Senior Living Facility"), as described in the attached Schedule "I"; and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of approximately \$35,000,000 (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 Senior Living Facility on behalf of Elizabeth H. Faulk Foundation, Inc., a Florida not for profit corporation, or one or more of its affiliates, as described in the attached Schedule "I," whose principal place of business 22455 Boca Rio Road, Boca Raton, Florida 33433 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance") such Senior Living Facility to be managed initially by MJM Associates, LLC, a New York limited liability company; and

WHEREAS, the proposed Senior Living Facility is appropriate to the needs and circumstances of the community in which it will be located and will serve a public purpose by (i) providing gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State of Florida, (iii) providing safe, decent and accessible memory care housing facilities for the elderly, and (iv) advancing the economic prosperity and the general welfare of the State of Florida and its people; and

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing of the Senior Living Facility and to facilitate and encourage the planning and development of such Senior Living Facility 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 Senior Living Facility 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 June 5, 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 June 19, 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 June 5, 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 Senior Living Facilities through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, Amendment No. 55 to the Interlocal Agreement dated as of its date (the "Amendment") and Resolution No. 01-14 adopted by the Agency on February 20, 2014. 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. 55 TO THE ENABLING AGREEMENT RATIFIED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of 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. 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 \$35,000,000 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 \$35,000,000 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.

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 7th day of July, 2014.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

**REPORT OF HEARING OFFICER
(FAULK SENIOR SERVICES, LLC)**

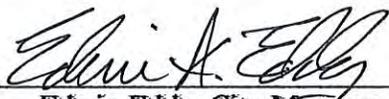
This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on June 19, 2014, for and on behalf of the Capital 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 approximately \$35,000,000 revenue bonds (the "Bonds") on behalf of Faulk Senior Services, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), and whose principal place of business is 22455 Boca Rio Road, Boca Raton, Florida 33433. The proceeds of the Bonds will be loaned to the Borrower for financing the acquisition, construction, development, furnishing and equipping of an approximately 96-unit 116 bed senior living facility comprised of memory care units for the elderly intended to be known as "Faulk Senior Residence," to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Palm Beach County (the "County"), Florida 33433 (the "Senior Living Facility"), as more fully described in Exhibit "A" hereto.

The public hearing was duly advertised in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City, on June 5, 2014. 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 Senior Living Facility. Information about the proposed Bonds, the location of the Senior Living Facility, 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
(FAULK SENIOR SERVICES, LLC)**

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an approximately 96-unit 116 bed senior living facility comprised of memory care units for the elderly intended to be known as "Faulk Senior Residence," to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Palm Beach County, Florida 33433, and expected to be owned by the Borrower and managed initially by MJM Associates, LLC, a New York limited liability company.

**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, June 19, 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 to provide funds to be loaned by the Capital Trust Agency (the "Agency") to Faulk Senior Services, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), in order to finance the cost of the acquisition, construction, development, furnishing and equipping of an approximately 96-unit 117 bed senior living facility comprised of memory care units for the elderly intended to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Palm Beach County (the "County"), Florida 33433 (the "Senior Living Facility").

The plan of finance contemplates that the Agency will issue not exceeding \$35,000,000 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 Senior Living Facility. The Senior Living Facility will be owned by the Borrower. The initial manager of the Senior Living Facility will be MJM Associates, LLC, a New York limited liability company.

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code. The City and the County will neither issue, nor 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 the Agency will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds will not constitute (i) a debt, liability or obligation of the Agency, the City, the County, the State of Florida (the "State"), or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the Agency, the City, the County, the State, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the City, the County, the State, or any political subdivision or municipality thereof within the meaning of any constitutional or statutory provision. 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, 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 and Section 286.26, Florida Statutes, as amended, persons in need of a special accommodation to participate in the proceedings shall contact the telephone operator of 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.

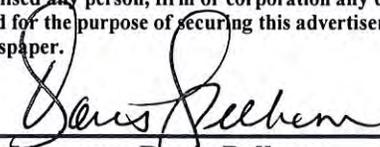
Before the undersigned authority personally appeared Doris Pelham who is personally known to me and who on oath says that she is Office Manager of the Gulf Breeze News, a weekly newspaper published at Gulf Breeze in Santa Rosa County, Florida; that the attached copy of advertisement, being a:

**NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA**

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

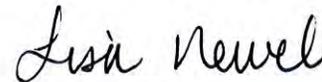
JUNE 5, 2014

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.



Office Manager Doris Pelham

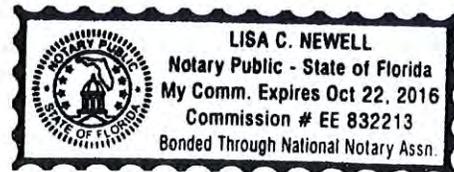
Sworn to and subscribed before me this
5th Day of June, A.D. 2014



Name Lisa C. Newell

Notary Public

My Commission Expires: 10-22-2016



**EXHIBIT "C" TO
REPORT OF HEARING OFFICER
(FAULK SENIOR SERVICES, LLC)**

**MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK**

EXHIBIT "B"

FORM OF AMENDMENT NO. 55 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 55 TO INTERLOCAL AGREEMENT** (this "Amendment No. 55") is made and entered into as of the 7th day of July, 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. 54 (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, Elizabeth H. Faulk Foundation, Inc., a Florida not for profit 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 plans to develop, own, and operate a senior living facility in Boca Raton, Palm Beach County, Florida; and

WHEREAS, on February 20, 2014, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$35,000,000 (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 financing the acquisition, construction, installation and equipping of an approximately 96-unit 116 bed senior living facility comprised of memory care units for the elderly to be to be known as "Faulk Senior Residence" to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Florida 33433 (the "State"), within the jurisdiction of Palm Beach County, Florida; to provide a memory care housing facility for the elderly (the "Senior Living Facility"), as described in the attached Schedule "I"; 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. 55 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 Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECT.

This Amendment No. 55 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 Senior Living Facility.

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 \$35,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing or refinancing of the Senior Living Facility). 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 Senior Living Facility 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 of 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. 55 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 55, 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. 55, 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.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 55 to the Interlocal 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" TO AMENDMENT NO. 55 TO INTERLOCAL AGREEMENT

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an approximately 96-unit 116 bed senior living facility comprised of memory care units for the elderly intended to be known as "Faulk Senior Residence," to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Palm Beach County, Florida 33433, and expected to be owned by the Borrower and managed initially by MJM Associates, LLC, a New York limited liability company.

**SCHEDULE "II" TO AMENDMENT NO. 55 TO INTERLOCAL AGREEMENT
PAYMENT TO TOWN OF CENTURY**

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

SCHEDULE "I"

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an approximately 96-unit 116 bed senior living facility comprised of memory care units for the elderly intended to be known as "Faulk Senior Residence," to be located on approximately 6.22 acres on the western side of the ten acre campus known as the Faulk Center for Counseling located at 22455 Boca Rio Road, Boca Raton, Palm Beach County, Florida 33433, and expected to be owned by the Borrower and managed initially by MJM Associates, LLC, a New York limited liability company.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: June 26, 2014

RE: SSRUS Board Recommendations

A handwritten signature in blue ink, appearing to read "T. Lambert", is positioned to the right of the "FROM:" line.

The following recommendations were recommended by the SSRUS Board at their June 9, 2014 meeting.

Ground Storage Tank Control Valve Replacement

The original control valve for the SSRUS ground storage tank is over 17 years old and has been rebuilt two times. The useful life is over, and staff would like to install a different style valve that will be more compatible with the higher pressure and flow from the FRUS supply.

The Board added to the recommendation an additional \$10,000 allowance for a contractor to install the valve if staff decides the task is beyond our capabilities. The quotes for installation will be brought directly to City Council if needed.

RECOMMENDATION: SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF A NEW 12" CONTROL VALVE, STRAINER AND CHECK VALVE FROM HD SUPPLY WATERWORKS FOR \$18,561.83 WITH A TOTAL COST OF MATERIALS AND INSTALLATION NOT TO EXCEED \$29,000.

Request from Santa Rosa Park Developer

The developer of Brown Circle in the area of Santa Rosa Park asked for an exemption from the requirement to install sewer. The staff recommended this based on the expense of installing sewer, the added maintenance of a lift station that only serves 21 lots, and

the fact that the roadway has already been installed. The roadway being installed made this development more akin to a retrofit than a new sewer system.

RECOMMENDATION: SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE EXEMPTION OF THE DEVELOPMENT OF BROWN CIRCLE FROM THE REQUIREMENT TO INSTALL SEWER.

Request from Cornell Drive Builder

.The Cornell Drive area is an unimproved platted subdivision that is not required to install sewer. However, a majority of the property owners wished to have low pressure sewer, so water, sewer and roadways were installed under an MSBU. To cut cost and make the MSBU acceptable to all owners, the water and sewer services were not installed, with the understanding that the builder will be responsible.

The builder of the lots, D.R. Horton, has asked that the utility have the water and sewer services install as they build. Staff recommends that the sewer services be installed by the utility once impact fees are paid for a lot. Since sewer was not required in this area, it seems a reasonable compensation for getting new homes on sewer. The water services, however, as required of every home, and the utility has never made special accommodations or payments for water service installation.

RECOMMENDATION: SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS TO THE CITY COUNCIL THAT THE LOW PRESSURE SEWER SERVICES IN THE CORNELL DRIVE MSBU BE INSTALLED BY THE CITY AS D.R. HORTON APPLIES FOR SERVICE AND PAYS THE IMPACT FEE FOR EACH OF ITS 25 LOTS.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.L.P.*

DATE: June 3, 2014

RE: Purchase of New 12" Control Valve for SSRUS Ground Storage Tank

The SSRUS 1.5 million gallon storage tank was constructed in 1997 along with the required control valves and piping.

The existing control valve has been rebuilt twice over the last 17 years and is in need of repair again. Due to the age and performance of the original valve, Staff believes that the purchase of a new control valve with a different design will deliver better service and control for the ground storage tank.

We met with the valve manufacturer service representatives who provided us with the preferred valve recommendation and pricing of \$18,561.83.

Recommendation: SSRUS Board recommend that the City Council authorize the purchase of a new 12" Control Valve, Strainer and Check Valve from HD Supply Waterworks for \$18,561.83.

600
10,000
29,200



City of Gulf Breeze

MEMORANDUM

TO: Vernon Prather, Director of Public Services

FROM: Dennis Durnil, Supervisor of Water and Sewer *DD*

DATE: May 29, 2014

RE: Replacement of automatic control valve at SSRUS Booster Pump station

Attached are prices and recommendations from staff to replace the original Roll Seal solenoid control valve for the SSRUS Booster Pump Station ground tank. The original valve was put in place in 1997 and had to be rebuilt twice already the Roll Seal valve continues to fail and has to be removed from its position to clean debris and repairs. The Roll Seal Valve Company was purchased by Cla-Val early this century, although Roll Seal valves can still be purchased from Cla-Val, for ease of maintenance the Cla-Val 636-03 Solenoid valve was recommended for controlling flow to the ground tank and can be cleaned and maintained in line

Recommendation;

Replace the Roll Seal flow control valve with the Cla-Val solenoid valve
Purchase and Install H style strainer to catch debris before entering valve
Replace damaged check valve (backwater valve)
And Purchase additional hardware and couplings for installation from
H.D.Supply a Cla-Val supplier for \$18,561.83

D.A.D.

CITY OF GULF BREEZE
 STOCK
 ATTN ACCOUNTS PAYABLE
 PO BOX 640
 GULF BREEZE FL 32562
 Telephone: 850-934-5115
 Fax: 850-934-5126

PENSACOLA FL
 Ellyson Industrial Park
 8782 Paul Starr Dr
 Box 21
 Pensacola FL 32514
 Telephone: 850-478-6372
 Fax: 850-478-4323

Attention: JOHN TRYPUS

3/10/14 Bid ID: 3753854 GULF BREEZE 12" CLA-VAL

Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
<p>****MATERIAL PROPOSAL***** H-D SUPPLY WATERWORKS INC. 8782 PAUL STARR DRIVE PENSACOLA, FL. 32514 PROJECT NAME: 12"SOLENOID CONTROL VALVE WE ARE PLEASED TO OFFER PRICES FOR ABOVE REFERENCED PROJECT. PRICES IN THIS PROPOSAL ARE FIRM FOR AN ORDER PLACED BY: 04-07-14 PLUS FREIGHT FROM MFG. 1200LBS H-D SUPPLY WATERWORKS INC.-STD TERMS AND CONDITIONS APPLY.</p>					
<p>OPTION FOR REDUCED PORT 636-03</p>					
310	1	EA	636-03BYDP 12"CLA-VAL 636-03 REDUCED PORT SOLENOID VLV W/HIGH CAPACITY CONTROL SYSTEM FOR RAPID OPERA GLOBE PAT,DI BODY,BRNZ TRIM, CK2 ISO VLV,X43Y FLOW CLEAN STRAINER.EXPLOSION PROOF WATER TIGHT SOLENOID(SPECIFY ENERGIZ OR DEENERGIZE TO OPEN MAIN VLV MANUAL OPERATOR,X141 PRESSURE GAUGE.INCLUDES EPE START UP IF REQUESTED.	10,525.00	10,525.00
<p>ADDER FOR EPOXY IN & OUT. \$695</p>					
380	1	EA	12"MODEL X43H H STYLE STRAINER DI FBE,LOW PRESSURE DROP,SERVICE WITHOUT REMOVING.	2,566.00	2,566.00
590	1	EA	12 FLG CHECK VALVE LEV & SPRG CRISPEN	3,465.12	3,465.12
600	1	EA	975-12001200-031 12" DISMANTLG	870.57	870.57

CITY OF GULF BREEZE
 STOCK
 ATTN ACCOUNTS PAYABLE
 PO BOX 640
 GULF BREEZE FL 32562
 Telephone: 850-934-5115
 Fax: 850-934-5126

PENSACOLA FL
 Ellyson Industrial Park
 8782 Paul Starr Dr
 Box 21
 Pensacola FL 32514
 Telephone: 850-478-6372
 Fax: 850-478-4323

Attention: JOHN TRYPUS

3/10/14 Bid ID: 3753854 GULF BREEZE 12" CLA-VAL

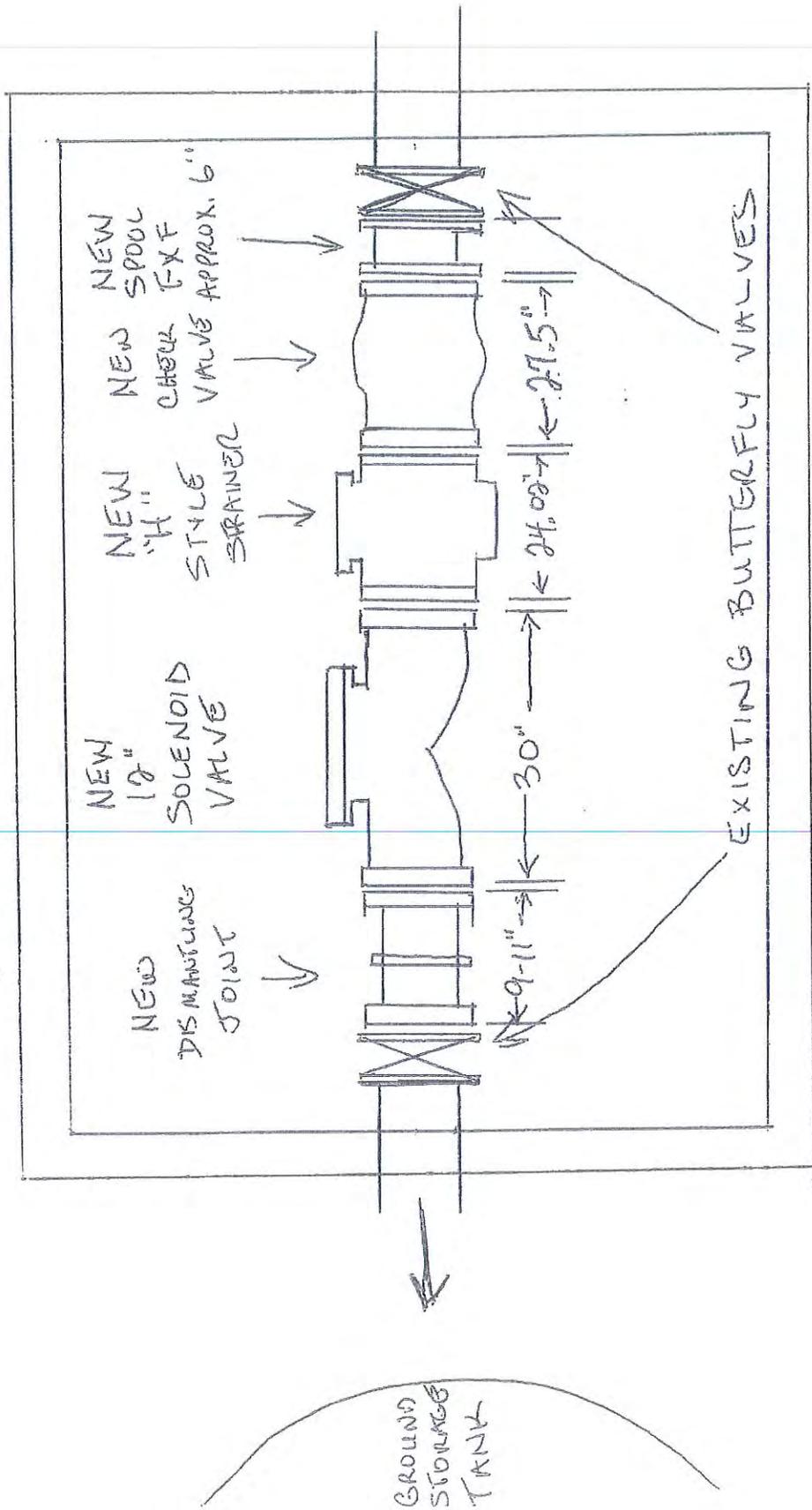
Page 2

Line	Quantity	Sell Per	Description	Net Price	Extended Price
410	1	EA	JOINT W/304 SS BOLT&NUTS 12 FLGXFLG DI PIPE 0'6"	400.00	400.00
460	6	EA	12X1/8 FLG ACC RR FF 304SS B&N	58.08	348.48
620	2	EA	12" ADJUSTABLE PIPE SUPPORT FLANGE TYPE (IN 2 HOLE POS.) 6"-12" 304SS	193.33	386.66

Subtotal: 18,561.83

Tax: .00

Bid Total: 18,561.83



NOT TO SCALE

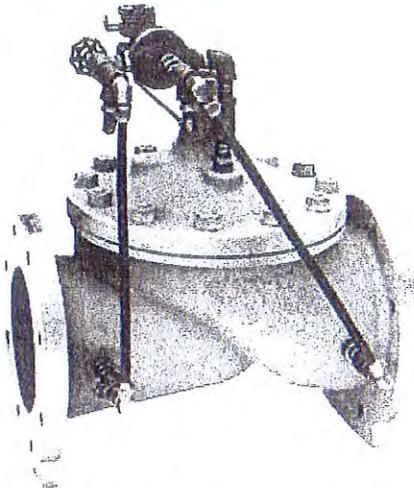


136-03 (Sizes 4" and Larger)
(Full Internal Port)

— MODEL —

636-03 (Sizes 6" and Larger)
(Reduced Internal Port)

Solenoid Control Valve



- Fast Acting Solenoid Control
- Drip Tight Shut-Off
- Simple Design, Proven Reliable
- Optional Check Feature
- Easy Installation & Maintenance

The Cla-Val Model 136-03/636-03 Solenoid Control Valve is an on-off control valve which either opens fully or closes drip-tight upon receiving an electrical signal to the solenoid pilot control. This valve consists of a Hytrol main valve, a three way solenoid and a high capacity three-way pilot valve. The solenoid control operates the three-way valve which alternately applies pressure to or relieves pressure from the diaphragm chamber of the main valve. It is furnished either normally open (de-energize solenoid to open) or normally closed (energize solenoid to open).

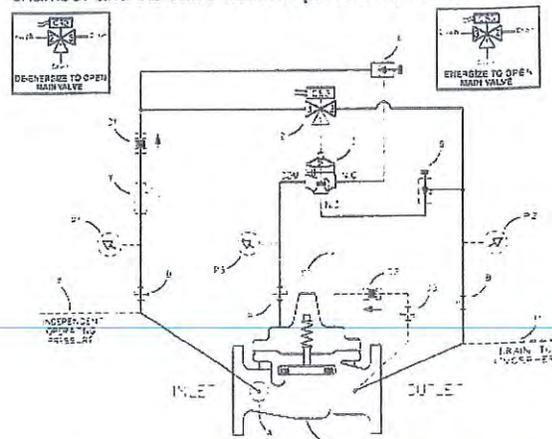
If the check feature option is added and a pressure reversal occurs, the downstream pressure is admitted into the main valve cover chamber and the valve closes to prevent return flow.

Schematic Diagram

Item	Description
1	Hytrol (Main Valve)
2	CS3 Solenoid Control
3	102C-3H Three-Way Valve
4	CNA Needle Valve (Closing)

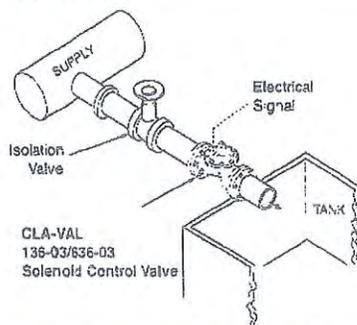
Optional Features

Item	Description
A	X46 Flow Clean Strainer
B	CK2 (Isolation Valve)
D	Check Valves With Isolation Valve
F	Independent Operating Pressure
H	Atmospheric Drain
P	X141 Pressure Gauge
S	CNA Needle Valve (Opening)
V	X101 Valve Position Indicator
Y	X43 "Y" Strainer

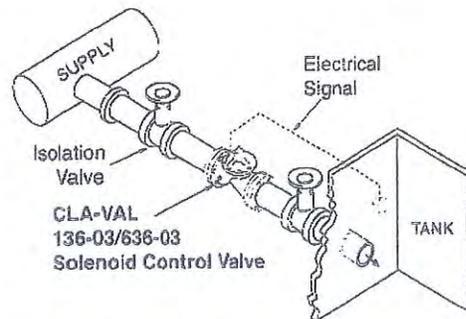


Valves 6" and larger with a "D" check feature must be installed with the main valve stem in a vertical position

Typical Applications



Industrial uses for the solenoid control valve are many and include accurate control of process water for batching, mixing, washing, blending or other on-off type uses.



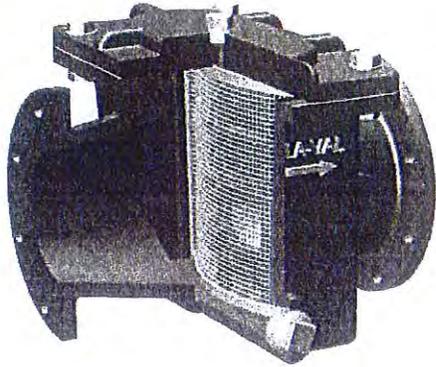
Liquid level control can be provided by using a float switch or electrode probe which sends an electrical signal to open or close the valve as needed.





— MODEL — **X43H**

H Style Strainer

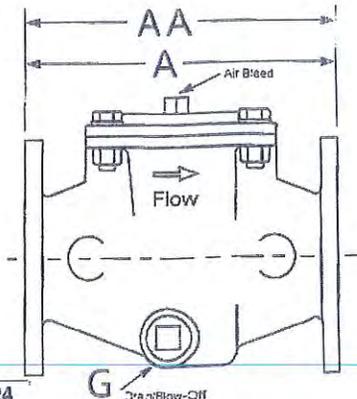


- Low Pressure Drop
- Ductile Iron Fusion Bonded Epoxy Coated Construction with a 316 Stainless Steel Strainer
- Large Flow Area H-Style Design
- Service Without Removal From Line

The Cla-Val Model X43H H-Style Strainer offers an effective means of removing unwanted solid particles in pipeline flow. These strainers are ideal for preventing fouling, debris and particle buildup in Cla-Val Automatic Control Valves. The large flow area design, with a flat stainless steel strainer mesh perpendicular to flow, is optimized for low pressure drop applications. Maintenance is fast and easy with the compact H-pattern, requiring only top cover removal. The strainer may be installed in any position, however, installation with cover up is recommended.

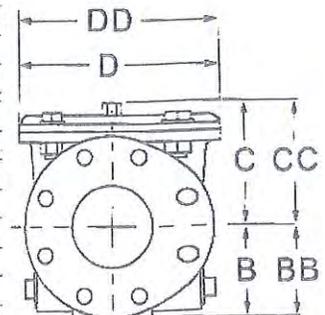
Specifications

Sizes (Inches):	1½, 2, 2½, 3, 4, 6, 8, 10, 12, 14, 16, 18, 20, 24
Ends:	Flanged, ANSI Class 150 and 300
Max Pressure Rating:	150# - 250 psi • 300# - 400 psi
Fluids:	Compatible with Materials of Construction
Temperature:	Maximum 175°F
Materials:	
Body & Cover:	Ductile Iron ANSI B16.42; Fusion Bonded Epoxy Coating Standard
Cover Seal:	Buna-N [®] Synthetic Rubber
Strainer:	316 Stainless Steel; Ductile Iron, Epoxy Coated Frame
Strainer Mesh Sizes:	Standard 10 mesh / 2000 Micron / Openings 0.078 inch Optional .039 and .059 inch openings available
Drain/Blow-Off Connection	Furnished with Stainless Steel Plug as Standard.
Cover Fasteners:	Stainless Steel



Dimensions

Strainer Size (inches)	1 ½	2	2 ½	3	4	6	8	10	12	14	16	18	20	24
A 150 ANSI	9.06	9.06	9.06	11.81	11.81	15.75	19.69	22.83	24.02	25.59	31.50	31.50	37.40	43.31
AA 300 ANSI	9.13	9.13	9.13	11.89	11.89	15.83	19.76	22.91	24.09	25.67	31.57	31.57	37.46	43.39
B 150 ANSI	3.26	3.26	3.66	4.06	4.33	5.63	6.69	8.86	8.88	10.24	12.20	13.18	19.09	19.09
BB 300 ANSI	3.26	3.26	3.66	4.06	4.33	5.63	6.69	8.86	9.56	10.94	12.20	13.18	19.09	19.09
C Max. 150 ANSI	3.78	3.78	3.78	5.91	5.91	7.52	8.82	11.61	15.16	14.96	19.69	19.69	23.98	23.98
CC Max. 300 ANSI	5.20	5.20	5.35	6.22	6.22	7.99	9.33	12.79	15.67	15.67	19.69	19.69	23.98	23.98
D Dia. 150 ANSI	7.87	7.87	7.87	9.25	9.25	15.74	18.11	22.05	26.77	26.77	35.43	35.43	46.85	46.85
DD Dia. 300 ANSI	7.99	7.99	7.99	9.37	9.37	15.86	18.23	22.17	26.85	26.85	35.43	35.43	46.85	46.85
G Drain/Blow-off Plug	1½	1½	1½	1½	1½	1½	1½	1½	2	2	2	2	3	3
Approx. Ship Wt. Lbs.	33	36	39	59	73	143	212	432	626	683	970	1073	1175	1962
Strainer Size (mm)	40	50	65	80	100	150	200	250	300	350	400	450	500	600
A 150 ANSI	230	230	230	300	300	400	500	580	610	650	800	800	950	1100
AA 300 ANSI	232	232	232	302	302	402	502	582	612	652	802	802	952	1102
B 150 ANSI	83	83	93	103	110	143	170	225	228	260	310	335	485	485
BB 300 ANSI	83	83	93	103	110	143	170	225	243	278	310	335	485	486
C Max. 150 ANSI	96	96	96	150	150	191	224	295	385	380	500	500	609	609
CC Max. 300 ANSI	132	132	136	158	158	203	237	325	398	398	500	500	609	609
D Dia. 150 ANSI	200	200	200	235	235	400	460	560	680	680	900	900	1190	1190
DD Dia. 300 ANSI	203	203	203	238	238	403	463	563	682	682	900	900	1190	1190
G Drain/Blow-off Plug	1½	1½	1½	1½	1½	1½	1½	1½	2	2	2	2	3	3
Approx. Ship Wt. (kg)	15	16	18	27	33	65	96	196	284	310	440	600	810	890





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 6, 2014
RE: Request by Santa Rosa Park Developer

The developer of another parcel in the Santa Rosa Park area has made a request for an exemption from the sewer requirement in the Santa Rosa County Land Development Code. The request made by the developer's attorney, John S. Bordelon, is attached.

In the recent past, the Board has sought to make projects more affordable by paying for the forcemain from the development to the connection point of the sewer system. In the other cases this was prudent because many other parcels could be served in the future by the infrastructure installed. In this case, the majority of the forcemain would pass property that is held in conservation or already has sewer service. Approximately 30 homes on septic tank could take advantage of the new forcemain, but the utility has been reluctant to force existing homes to convert. This forcemain could serve the development proposed by Mr. Roland Brown as well, but because of the wetlands between them, each development will require its own lift station. If the forcemain was installed by the Utility, it could serve approximately 40 lots in the two subdivisions.

We conducted a survey of this entire area and found that only 18 of the 197 property owners are very interested in sewer, with an additional 16 who would consider it based on cost. This led staff to recommend against a septic to sewer conversion project in the area.

As far as utility operations are concerned, the installation of a lift station that only serves 20 homes is not an ideal situation. The Utility would be adding more cost than the income generated. If the Utility paid for the forcemain, it would cost \$229,000 and the utility would only be guaranteed \$109,200 in tap fees. At most, the forcemain could generate \$280,000 in tap fees without adding significant additional infrastructure. If Mr. Brown were to bear the entire cost, each lot would have \$30,200 in sewer cost alone, as compared to the \$15,000 cost we normally see on retrofits.

Based on these factors, the economic investment in the sewer forcemain does not seem reasonable. However, the Board has the authority to set its position based on other factors that are not necessarily economic.



W BAYSHORE RD

ANGEL

BAYSHORE RD

HOLIDAY DR

LAMB DR

RESERVATION RD

BURCHARD

WEEK

BAYSHORE RD

Miracle

CATHLEEN DR

OSPREY DR

NAT SEASHORE TR

BROWNS CIR

Cul
de
Sacs

RESERVATION RD

BORDELON LAW FIRM

Established 1974

John S. Bordelon
Master of Laws
Also admitted in Louisiana

2721 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850.934.1000

May 28, 2014

VIA EMAIL tlambert@gulfbreezefl.gov
& REGULAR U.S. MAIL

Board of Directors
South Santa Rosa Utility System Board
Attn: Thomas E. Lambert
Assistant Director of Public Services
1070 Shoreline Drive
Gulf Breeze, FL 32563

Re: My Client: Mrs. Martha Brown and Gary Brown
Matter: Application for Waiver of Sanitary Sewer System for 21 lots to be
platted along Brown's Circle

Dear Directors:

I have the pleasure of continuing to represent the family of the late Mr. Jerry Brown, who was the original developer of the un-platted parcels along the private access road to his home named Brown's Circle. The Browns have lived along the Bay at the end of Reservation Road for over 44 years now. About 10 years ago, Mr. Brown began the process of parceling out these home sites and in 2005 when the first home was built there for a doctor at Andrews Institute by Jerry Brown's son and local homebuilder, Gary Brown. At that time the county allowed this sub-platting and because the location is high and very 'perkable' septic tank systems were very appropriate and approved by the State Department of Health.

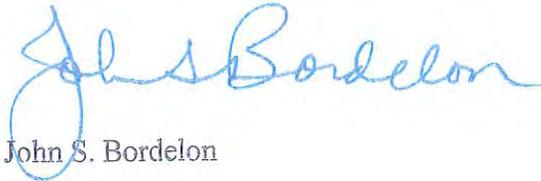
Unfortunately, as all of us who have been involved in the subdivision, home building or utility businesses know so well, the collapse of the home building industry during the Great Recession was particularly severe in South Santa Rosa County. Other than selling one other home site on Brown Circle, prior to his death Mr. Brown had to discontinue his efforts to sell lots as it was financially unfeasible for anyone to build any spec homes and 'custom home' lot sales were non-existent for most of the last 10 years.

Mr. Brown died before the industry finally began showing some signs of life again. Now his son Gary is heading up the family's renewed effort to complete his father's vision of providing for his mom by completing the platting of the 21 remaining home sites along Brown Circle.

Finally, as indicated by the enclosed estimate of \$500,365.00 of cost that would have to be incurred by the Browns if they are not granted a waiver by the SSRUS, the family could never complete the platting of the remaining 21 lots along Brown's Circle.

Thank you for your consideration. Gary Brown and I will attend your June 9, 2014 board meeting to respond to any additional questions you may have.

Sincerely,
BORDELON LAW FIRM P.L.



John S. Bordelon

JSB/smb
Cc: client
Enclosure as noted

Brown's Landing
 Sewer Connection to SSRU at Hwy 98 and Bayshore Rd
 4/29/2014

Sewer						
Item	Description	Unit	Quantity	Unit Price	Total Price	
1	8" PVC Sewer Line 0'-6'	L.F.	700	\$20.00	\$14,000.00	
2	8" PVC Sewer Line 8'-10'	L.F.	700	\$22.00	\$15,400.00	
3	Manholes 0'-6'	EA.	3	\$3,500.00	\$10,500.00	
4	Manholes 6'-8'	EA.	3	\$4,500.00	\$13,500.00	
5	Lift Station	EA.	1	\$125,000.00	\$125,000.00	
6	6" Force Main	LF	6,300	\$10.00	\$63,000.00	
7	Jack and Bores	LF	230	\$150.00	\$34,500.00	
8	R/W Repair	LS	1	\$22,000.00	\$22,000.00	
9	R/W Permits	LS	1	\$3,000.00	\$3,000.00	
10	Wetland Crossing Permit with Engineering	LS	1	\$40,000.00	\$40,000.00	
11	Driveway/Mailboxes Repair	LS	1	\$32,000.00	\$32,000.00	
12	Road Overlay	SY	1,900	\$13.00	\$24,700.00	
13	Curb Repair	LS	1	\$10,000.00	\$10,000.00	
14	Sewer Lateral Connection	EA.	35	\$500.00	\$17,500.00	
15	Leakage Test of Main	LS	1	\$5,000.00	\$5,000.00	
16	Defection Test of Main	LS	1	\$5,000.00	\$5,000.00	
				15% Contingency	\$65,265.00	
				TOTAL	\$500,365.00	

* Gravity Sewer in project would be located not in the existing road, but would have to be alongside the road encumbering lots with front easement



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 3, 2014
RE: Request by Cornell Drive Builder

The D.R. Horton has requested that the Utility pay for water and low pressure sewer services from the impact fees collected for the Cornell Drive project. This project was constructed as a Municipal Services Benefit Unit (MSBU) through Santa Rosa County where the paving, drainage and water & sewer mains were installed and paid for by annual assessments to the property owners. The majority of these platted lots are vacant with the idea that paving and utilities might prompt growth of housing construction.

In order to reduce costs so that the project could proceed, the Utility allowed the construction of the mains without the services installed. The understanding was that the services would be installed for each home during its construction.

The D.R. Horton wishes for the City to pay for the installation of both the water and sewer services for 25 lots it has purchased in the subdivision. The cost of both services would be approximately \$41,500, \$25,000 for sewer services and \$16,500 for water services. The total collected impact fees would be \$186,250, with \$130,000 for sewer and \$56,250 for water.

This area was platted but never developed, therefore it is exempt from the requirements of sewer. The Utility made concessions in order to insure that the area has sewer. We delayed the construction of services and the payment of any impact fees until the construction of homes. Staff believes that paying for the sewer service from impact fees makes sense to continue this assurance of sewer growth.

However, water service is not an exempt service in this situation. We are not aware of any situation that the Utility has released someone from the burden of water service installation, and therefore, we would recommend against paying for the water services for this development.

RECOMMENDATION: SSRUS Board Recommend to City Council that the low pressure sewer services in the Cornell Drive MSBU be installed by the City as D.R. Horton applies for service and pays the impact fee for each of its 25 lots. ✓



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Vernon L. Prather, Director of Public Services

Date: 6/19/2014

Subject: Plantation Hill Storm Water Modification

The Eastern Division of the Storm Water Task Force Committee has been working to identify storm water related improvements that could be installed to reduce the incidence of future flooding.

A minor modification which has been recommended by the Eastern Committee is the installation of an equalization pipe between the inlet and outlet structures located at 288 Plantation Hill Road. This modification will allow storm water to flow to the Plantation Hill small pond sooner and keep the road from being flooded. This repeated submergence has caused serious damage to the asphalt and road base materials.

The proposed equalization pipe should significantly reduce or eliminate the need for an auxiliary pump to clear the road during major rain events. This pump has typically been furnished by the City.

The Plantation Hill storm water system is not owned or maintained by the City, but we are responsible for the streets, water and sewer systems. The private ownership of the storm water system is the result and stipulation of the agreement between the City and Plantation Hill developers dated November 16, 1999.

The cost of the proposed modification is \$4,269.00 from Utility Service Company to install an equalization pipe between the concrete structures. The Plantation Hill's Home Owners Association has requested reimbursement of the costs as indicated in their letter dated June 16, 2014. It should be noted that the Plantation Hill system also accepts storm water from off-site locations, i.e. Andrews Institute from the south and via the auxiliary pumps furnished by the City located on Shirley and McClure.

It is the recommendation of staff that the benefits of the modification are multi-faceted and we are well served by approving their request for reimbursement of \$4,269.00.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE REIMBURSEMENT OF \$4,269.00 TO THE PLANTATION HILL HOME OWNERS ASSOCIATION FOR THE INSTALLATION OF A STORM WATER EQUALIZATION PIPE.

(Date) 6/16/14

Vernon Prather, Director of Public Services
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Dear Mr. Prather:

The Plantation Hill Homeowners Association desires to install a modification to our existing storm water system.

The modification involves installing a connection pipe between the inlet and outlet structures located at 288 Plantation Hill Road.

This connection will allow water to flow to the HOA's small pond sooner thereby lowering the current discharge level of the big pond.

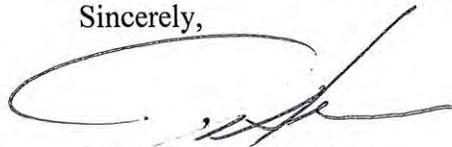
As you know, the road becomes submerged at the current discharge level and the City has used an auxiliary pump at this location in order to keep the road clear.

The modification should significantly reduce or eliminate the need for a pump to be deployed in this location for future rain events.

The cost of the modification is \$4,269.00 as quoted by Utility Service Company and we request that the City reimburse the HOA the cost once the improvement is installed.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "John Thomas", with a large, sweeping flourish that extends to the left and underlines the name.

John Thomas, President
Plantation Hill Homeowners Association



UTILITY SERVICE CO.

June 13, 2014

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Attn: Mr. Vernon Prather, Public Service Director

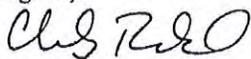
RE: Plantation Hill Storm Drainage Overflow Modifications

Total Amount: \$ 4,269.00

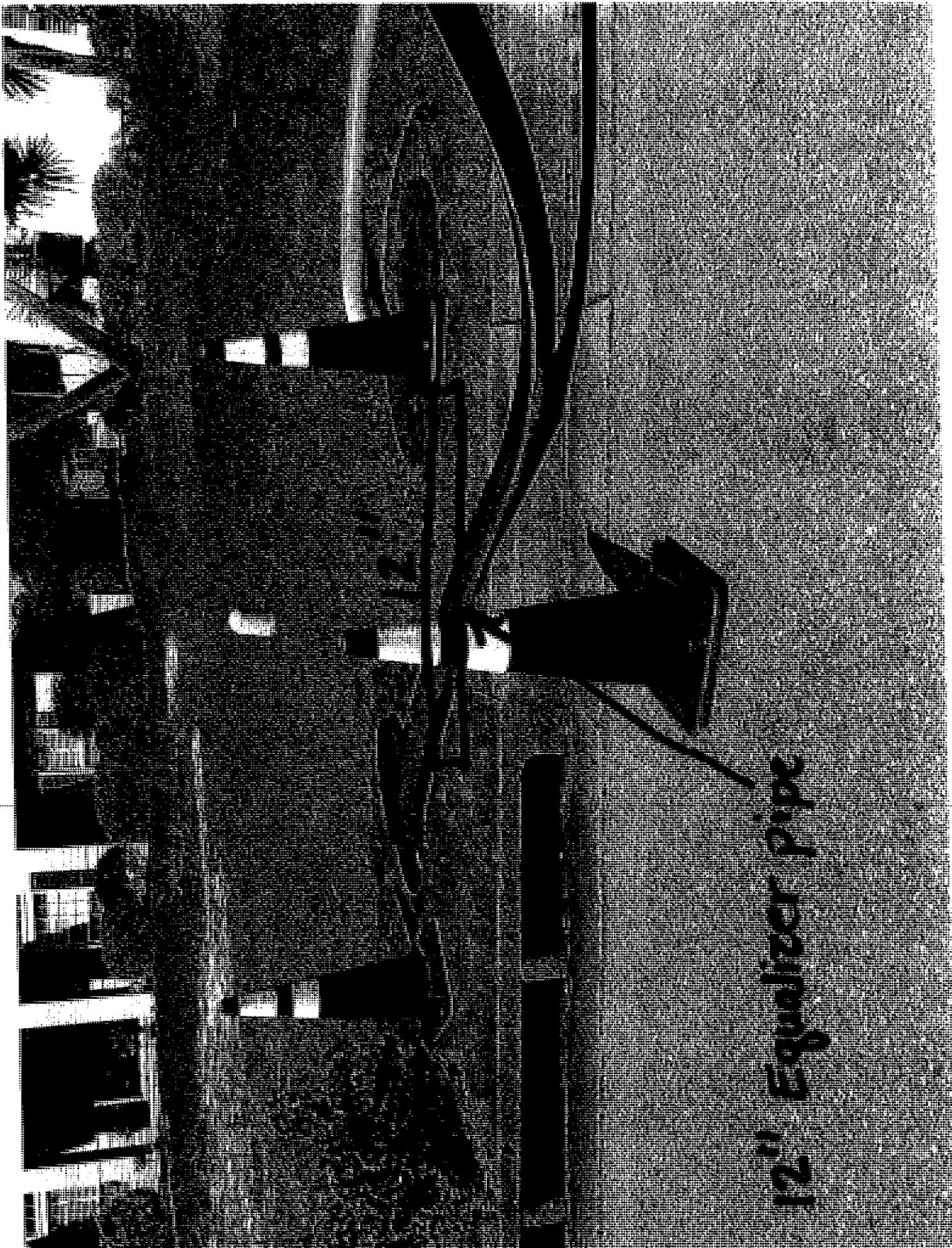
This proposal includes the modifying of two existing drainage structures to accept a 12" equalizer pipe, sealing of new pipe entries, and the also the subsequent right of way restoration.

We appreciate the opportunity to quote the above listed work.

Signed,



Charley Radford, Vice President
Utility Service Co., Inc.



12" Equalizer pipe



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 27, 2014
RE: Storm Drain Cleaning and Inspection

Staff solicited quotes from firms we know are qualified to clean and inspect the City's stormwater drains. The stormwater task force approved the project as part of its immediate action items.

The original intent was to hire two firms, but the price differentials are so great that, staff is recommending that all the work be given to VacVision Environmental from Tampa Florida. This firm has done a great deal of work in our area for the FDOT and Santa Rosa County.

The cost per foot is \$4.50 if light cleaning and \$7.00 if heavy cleaning. They will provide a complete video of the entire pipe length. We estimate that we have less than 4 miles of pipe to inspect, so the total cost should not exceed \$100,000.

RECOMMENDATION: City Council approve VacVision Environmental to complete the inspection of the City's stormwater system, with a total price not to exceed \$100,000 without additional approval.



VacVision Environmental LLC

10200 US Hwy 92 E
 Tampa, FL 33610
 Phone (813) 626-0700 Fax (813) 626-0777

DATE: 6/23/2014
 CUSTOMER: City of Gulf Breeze
 PROJECT: Storm Cleaning

PAY ITEM NUMBER	PAY ITEM DESCRIPTION	PAY ITEM QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Clean & CCTV 0-24" (2 passes or Less)	5,280.00	LF	\$ 4.50	\$ 23,760.00
2	Clean & CCTV 0-24" (3 passes or more)	5,280.00	LF	\$ 7.00	\$ 36,960.00
3					\$ -
4					\$ -
5					
6					
7					\$ -
TOTAL:					\$ 60,720.00

NOTES:
 Water Source, Dump Area, Dewatering, MOT by Others
 Permits & Fees by Others

Submitted by: Ben Roese/Managing Member Date: 6/23/2014

If you find the above proposal satisfactory, please provide a purchase order number, sign and return the original to us.
 To schedule the above services, please fax the signed proposal to us and contact our office as soon as possible.

Purchase order number _____

Submitted to: Accepted this _____ day of _____, 20_____

 Signature of Purchaser

 Printed Name and Title

Ben Joyner - PCC

4:15 PM (15 hours ago)



Therran,

Proposal is attached. Let me know if you have any questions.

References:

ECUA - Stacy Hayden [850-969-6648](tel:850-969-6648)

City of Milton - Joe Cook [850-698-9244](tel:850-698-9244)

City of Crestview - Joseph Carr [850-305-8352](tel:850-305-8352)

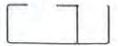
Navarre Beach Utilities - Terry Wallace [850-393-9769](tel:850-393-9769)

If you need any additional references, please let me know. We have plenty.

Thanks for letting us provide you with our proposal. I look forward to possibly doing some work for you in the future.

Ben Roese

Jun 24 (2 days ago)



Coleen Weber
FDOT Milton FL
[\(850\)393-4926](tel:(850)393-4926)

E3L02 - Cleaning & CCTV - Santa Rosa County- Sept. 2012 to Oct. 2013 - 1,300,000 Contract

E3M71 - Cleaning & CCTV - Santa Rosa County - April 2014 - Present - \$1,000,000 Contract

Scott Pittman
Ajax Paving of Florida,
Area Manager
[\(727\)638-2812](tel:(727)638-2812)

Various Projects
Approximately \$1,000,000 from 2012-Present

SBP Inc.

A COMPLETE SERVICE FOR THE SEWER INDUSTRY

2410 W. Nine Mile Road
Pensacola, FL 32534

Phone:

850-477-2913

FL LIC # CFC 1425635

850-476-7340

Fax:

AL LIC # 23934

850-477-9684

MS LIC # 12565-MC

Proposal

June 25, 2014

To: South Santa Rosa Utility System

Attn: Theran Gentry

Re: Clean and Video Sewer Line proposal

Thank you for allowing SBP, Inc. to submit the following proposal:

SBP, Inc. will provide labor and equipment to:

Light clean pipe up to 24" storm drain lines for \$6.50 per LF

Heavy clean pipe up to 24" storm drain lines for \$17.00 per LF

Video inspect pipe up to 24" storm drain lines for \$2.50 per foot

Note: Heavy clean is defined as more than 3 passes.

The above pricing does not include By-Pass pumping or Traffic control.

Customer is to provide:

- 1.) Signed proposal before work begins
- 2.) Suitable access to job site.
- 3.) Water, via hydrant (metered) or equivalent.
- 4.) Dump site.

This proposal is good for 30 days from the date of receipt.

SBP, Inc. will provide one set of Video's with TV Inspection's with Pipe-Run Graph's.

An additional charge of \$275.00 per hour will be added for stand-by-time if site is inaccessible to our personnel and/or equipment.

Shain A. Cheney – Vice President
SBP, Inc.

PLEASE FAX BACK TO (850) 477-9684

ACCEPTANCE OF THE ABOVE PROPOSAL AND TERMS:

LIEN NOTICE

To owners, proprietors, landlords, construction lenders and mortgage holders: Take NOTICE that SBP is about to furnish certain materials and/or services for the construction, or for the repairing, altering or beautifying of the building(s) or improvement(s) situated on the foregoing described property. Further take NOTICE there will become due to SBP on account thereof the price of said improvements or materials, for the payment of which SBP will claim a LIEN enforceable again the improvements, land, and buildings themselves.

In the event of legal action or the services of an attorney are required in the judgment of SBP, to enforce this agreement, or to collect the sums due there under, you expressly agree to be liable for all court and other costs, including a reasonable attorneys fee. Upon the expiration of forty-five (45) days from the date of your first invoice, interest on any unpaid balance shall begin to accrue at an annualized percentage rate of eighteen percent (18%).

FOR YOUR PAYING CONVENIENCE, SBP NOW ACCEPTS VISA, MASTER CARD AND AMERICAN EXPRESS, AS WELL AS, PERSONNAL/BUSINESS CHECKS AND CASH

Authorized Representative Signature

Date of Acceptance

Authorized Representative Printed Name



Preferred Quality
Professional Satisfaction
Specializing in Trenchless Technology
 "An Employee Owned Company"

*Pensacola Concrete Construction Co., Inc. * P. O. Box 2787 * Pensacola, FL 32513*

Mr. Therran Gentry
 City of Gulf Breeze
 1070 Shoreline Dr.
 Gulf Breeze, FL 32561

June 25, 2014

Re: Storm Pipe CCTV Proposal for the City of Gulf Breeze

Item No.	Description	QTY	Unit	Unit Price	Total
1	CCTV (up to 24" dia. Pipe)	1000	LF	\$3.00	\$3,000.00
2	Light Cleaning (up to 24" dia. Pipe)	1000	LF	\$8.00	\$8,000.00
3	Heavy Cleaning (up to 24" pipe)	1000	LF	\$18.00	\$18,000.00

Notes:

1. Pricing Excludes any by-pass pumping, lane closures, or anything not specifically listed in the proposal.
2. Pricing based on a minimum of \$2,500 per work order.

If accepting this proposal, sign below and return original signed copy to Pensacola Concrete.

Sign: _____ Date: _____
 Authorized Signature

If there are any questions concerning this proposal please feel free to call me at my office (850) 476-0026.

Respectfully Submitted by,


 Ben Joyner, President
 Pensacola Concrete Construction Company, Inc.



City of Gulf Breeze

MEMORANDUM

To: Thomas Lambert, Assistant Director of Public Works

From: Therran Gentry, Construction Foreman

Date: 06/25/2014

Re: Storm drainage system cleaning and video

Thomas,

Because of recent rain events the storm drainage system in the City requires high pressure cleaning, vacuuming and video inspection. We have obtained three quotes on a per foot basis with VacVision Environmental being the low bidder.

RECOMMENDATION: Award this work to VacVision Environmental at \$4.50 per ft. "light" clean and camera. \$7.00 per ft. "heavy" clean (more than two passes) and camera.

ATTACHED: quotes and references



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 27, 2014
RE: Innerarity Island Conversion

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memo.

The Innerarity Island operation is going well. Because of April flooding, we are behind in billing. The monthly fees included an estimate of the conversion and import of data into our billing system of \$3,000. BS&A will take the data, create a custom program to import the data, run a test environment to check the data, and then run it live.

The actual quote cost is more than expected at \$4,500. We have asked Escambia County to contribute the overage of \$1,500.

RECOMMENDATION: City Council approve the payment of the custom software import from BS&A for \$4,500 with Escambia County contributing \$1,500 to the cost.

Proposal to...
City of Gulf Breeze, Santa Rosa County, FL
June 26, 2014
Quoted by: Christy Dipzinski

Custom Import

Custom Merging Imports <i>Properties (Required)</i>	\$1,500
<i>Customers (Optional)</i>	\$1,200
<i>Meters (Optional)</i>	\$1,000
<i>Meter Reads (Optional)</i>	\$800
TOTAL	\$4,500

Signature constitutes an order for products and services as quoted.

Signature

Date

Please complete the following for our records:

Project Contact Name _____ Title _____

Phone/Fax _____ Email _____

Mailing Address _____

City, State, Zip _____

BS&A Software
14965 Abbey Lane Bath MI 48808
(855) BSA-SOFT / fax (517) 641-8960
bsasoftware.com

Questions? Please call Christy
at the number shown, or email
cdipzinski@bsasoftware.com

Prices good for a period of 90 days from date on quote.

City of Gulf Breeze, Santa Rosa County FL. June 26, 2014.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 27, 2014
RE: Cargo Trailer Purchase

Attached is a memo from staff regarding quotes for the purchase of a new cargo trailer for natural gas. The lowest quote was for \$3,825.00 from Coastal Dealer Services in Pensacola. The enclosed trailer will be used to house the equipment needed to install gas mains and services.

This cargo trailer was included in the FY2014 budget for \$5,000.

RECOMMENDATION: City Council approve the purchase of a cargo trailer for \$3,825.00 from Coastal Dealer Services.

Memo

Date: June 18, 2014

To: Vernon L. Prather, Director of Public Service

From: Luis Gomez, Natural Gas Foreman *for LS*

RE: Cargo Trailer

One of the budgeted capital line items for the natural gas department is a cargo trailer.

This trailer will be used as a gas main extension trailer to carry the walk behind, sod cutter, and other essential equipment. This trailer will be in addition to the trailers now in use.

The lowest bid found is from Coastal Dealer Services on Pine Forest Road in Pensacola.

With the dealer being local, we will be able to view the trailer first hand before purchasing.

The quoted price is for a 7x14 V nose side door back ramp trailer for \$3825.00.

Coastal Dealer Services LLC.

BUYERS ORDER

SALE DATE: 6/16/14

BUYER INFORMATION: City of Gulf Breeze

ADDRESS: _____

PHONE: _____

TRAILER BEING PURCHASED:

YEAR: 2014 MAKE: Wells Cargo MODEL: FT 714-2 LE

VIN: 575200F21EG257630

** All trailers come with WARRANTY see attached Warranty Documents

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SALE PRICE: \$ 3,825

TAX / TAG & TITLE FEE: \$ N/A

TOTAL SELLING PRICE: \$ 3,825

SIGNATURE OF BUYER

Adam Lee
SIGNATURE OF SELLER

PRINTED NAME OF BUYER

Adam Lee Musick - MGR
PRINTED NAME OF SELLER

7020 PINE FOREST ROAD - PENSACOLA, FL 32526
PHONE (850)791-6614 - FAX (888)465-1310

City of Gulf Breeze
FAX # 850-934-4042

Attn: SANDY

Ed Cox Motor Co. 863-9013 wk #
Written Quote 863-4850 fax

7X14 2' V Nose (semi) white
Transport: Flat Top - Ramp - Side dr. Tandem 3,500 lb.
7000 lb GVW 78" Interior height \$5613.00

7X14 4' V Nose white
Cargo: Flat Top - Ramp - Side dr Tandem 3,500 lb
7000 lb GVW \$6860

Standard Round Nose 7X16 Tandem 3,500 lb
7,000 GVW \$5613.00
Transport: Ramp - Side dr Tax
Tag

5 TO 6 WEEKS
DELIVERY

ED COX MOTOR COMPANY, INC.
Used Car & Truck Sales

Danny Cox
First in Service
Since 1955



Cell: (850) 259-3804
327 Eglin Pkwy. • Ft. Walton Beach, FL 32547
850-863-9013 • Fax: 850-863-4850
Email: EdCoxMtrs@aol.com

THE CAR SHOP TRAILER SALES

Estimate

950 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

Phone # 386-258-1445

Fax # 386-258-2114

Web www.bestpricetrailers.com

Terms Estimate # **21862**
 Date **6/17/2014**

YR/MAKE/MODEL	Rep	MIKE
	FLEET#	
COLOR/PROD DATE		
MILEAGE		
STATE/LIC #		
VIN#		
SHOP/SALES/PARTS/WARR/SOLD		SALES
P.O. No.		

Name / Address
City of Gulf Breeze P.O. Box 640 1070 Shoreline Drive Gulf Breeze, Florida 32561 (850) 934-5100

Item	Description	Qty	Cost	Total
108220 CM 5/15/14	SALE \$3870 C3A8A1A0A 7X14V TA2 2015 White Continental Cargo Model:GANS714TA2 VIN #5NHUNS423FU108220 2200lb/7000gvwr 3500# Leaf Spring Axles Electric Brakes 32" Side Door Barlock Luan Strip 3/4" Plywood Floor 3/8" Plywood Sidewalls Dome Light 16" Stoneguard V-Nose 16" OC Wall Posts 24" OC Roof Members 16" OC Crossmembers Diamond Plat Fenders 2 5/16" Ball Double Rear Doors UPGRADES: ST205/75R15 LRC Freestar Gray Mod Wheels DOT #33B3 TCI 5213 Rear Ramp Door LED Light Package		4,020.00	4,020.00T
DISCOUNT	DISCOUNT		-225.00	-225.00
	SUBTOTAL			3,795.00

[Redacted Box]

All installations may be subject to additional costs. Estimates are good for thirty days. Applicable state sales tax applies to all purchases.

Carry out trailer parts may be returned up to 30 days. After 30 days a restocking fee will be assessed.

Subtotal
Sales Tax (0.0%)
Total

THE CAR SHOP TRAILER SALES

Estimate

950 RIDGEWOOD AVENUE
 HOLLY HILL, FL 32117

Phone # 386-258-1445

Fax # 386-258-2114

Web www.bestpricetrailers.com

Terms Estimate # 21862

Date 6/17/2014

Name / Address
City of Gulf Breeze P.O. Box 640 1070 Shoreline Drive Gulf Breeze, Florida 32561 (850) 934-5100

YR/MAKE/MODEL	Rep	MIKE
	FLEET#	
COLOR/PROO DATE		
MILEAGE		
STATE/LIC #		
VIN#		
SHOP/SALES/PARTS/WARR/SOLD		SALES
P.O. No.		

Item	Description	Qty	Cost	Total
ADMIN FL Fcc	Admin Fee - This charge represents costs and profit to the seller/dealer for items such as inspecting and adjusting new and used vehicles/trailers and preparing documents related to the sale to include issuance of a temporary license plate.	1	50.00	50.00T
NEW TIRE EACH	SOLID WASTE New Tire Fcc FS403.718 mandates a \$1.00 fee to be collected for each new tire sold in the State of Florida.	4	1.00	4.00T
SHIPPINGTRAIL...	DELIVERY OF TRAILER TO CLIENT MILAGE IS ESTIMATED AT _____ Freight is outsourced and there is no guaranteed delivery day due to situations that can arise for the drivers while in route. Freight will not be refunded due to a delay. It is up to the contracted driver to be in touch with the client if delays occur.	450	1.35	607.50T
NOTES	We can ship from the factory which is located in Ocala, GA on a duplicate build of this unit . You are roughly 305 miles from the factory Your shipping could get reduced to \$415 if we ship directly from the factory. If you want to save the delivery fee, we can schedule a factory pick up on a new build. Choice would be yours.		0.00	0.00T

All installations may be subject to additional costs. Estimates are good for thirty days. Applicable state sales tax applies to all purchases.

Carry out trailer parts may be returned up to 30 days. After 30 days a restocking fee will be assessed.

Subtotal	\$4,456.50
Sales Tax (0.0%)	\$0.00
Total	\$4,456.50



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 27, 2014
RE: Old Meter Recycling

A handwritten signature in blue ink, appearing to be "T. Lambert", is positioned to the right of the "FROM:" line.

The meter change out has begun and is progressing well. The original concept for the disposal of old meters is that the City would accept the meters, strip them of non-metal parts, and recycle them at the going scrap metal rates, which currently is just under \$4.00 a meter.

The supplier of the new meters recommend a company they have seen other utilities work with that buys meters as is, at \$5.75 or more based on size. Our representative with HD Supply, who works with a number of utilities in Florida, says that he has not seen another company that offers this price and ease of disposal.

As this is such a specialized service, we expect that advertising locally will not attract this type firm.

RECOMMENDATION: City Council approve the sale of the surplus scrap meters to United Industries for the fee schedule shown in the attached email.



Fwd: Re: water meter change out

Thomas Lambert <tlambert@gulfbreezefl.gov>
Draft

Fri, Jun 27, 2014 at 9:16 AM

----- Forwarded message -----

From: "Derrick" <Surplusbuyer@hotmail.com>
Date: Jun 17, 2014 9:32 PM
Subject: Re: water meter change out
To: "Therran Gentry" <tgentry@gulfbreezefl.gov>
Cc:

Hello Therran,

I apologize for not getting this to you sooner.

Looking To purchase the used water meters your city is currently swapping out of the system. As mentioned in our phone Conversation The other day we will provide container or dumpster service to your water department at no cost to your city. Also we will lock in your per meter price for as long as your Change out program shall last. All meters will be counted on premises and paid in full Via. Cash, or certified cashiers check. We do have a good working relationship with pedal valve on past meter replacement programs.

Prices are as followed according to size.

5/8 x 3/4	\$5.75 per meter
1"	\$12.50 per meter
1" 1/2	\$ 17.50 per meter
2".	\$24.75 per meter
3"	\$56.75 per meter
4".	\$75.00 per meter
6".	\$225.50 per meter

All above prices are good for any brand meters with the exception of Neptunes T-10 meter.

Please let me know your questions or concerns looking forward to doing some Business with your city. Also please let me know when you would like a dumpster or container placed on site.

Thanks,

Derrick Marks
United Industries
8820 community suite 104
Petersburg, Virginia 23805
(804)943-2923

On Jun 12, 2014, at 11:04 AM, "Therran Gentry" <tgentry@gulfbreezefl.gov> wrote:



City of Gulf Breeze

OFFICE OF INFORMATION TECHNOLOGY

June 27, 2014

To: Edwin Eddy, City Manager
From: Charles McCown, Manager of Information Technology
Re: Data Backup, Recovery, and Off-Site (Cloud) Replication

INTRODUCTION: For the purposes of this proposal “data” is defined as: Digital files (utilized and maintained by City employees/departments), historical documents, and databases (*BS&A for the City’s accounting/work orders and IBS for Tiger Point Gold Club accounts/point-of-sale*).

A backup is a safeguard against unexpected data loss and application errors; should the City lose original data, a backup is utilized to make it available again. Without backups information lost to failure can never be restored. Information loss may result in disgruntled citizens, lawsuits, inability to bill for services, time loss, etc. For an in-depth analysis of the costs of data loss see: <http://gbr.pepperdine.edu/2010/08/the-cost-of-lost-data/>

The City’s data disaster recovery/protection options are limited to on-site, per-location, disk-to-disk back-ups. With our current backup equipment, the major inefficiencies are:

- Disasters must be predictable (i.e. hurricanes) to remove physical equipment from sites. Unpredictable events (fire, water, etc.) would be catastrophic.
- Physical off-site storage of data is not done and cannot be done with current equipment.
- Virtual off-site storage is not done and would provide minimal protection and an unacceptable recovery time of days instead of hours or minutes.

SOLUTION OPTIONS: This table highlights three products evaluated for usability, security, functionality, expandability, and recovery time. Requirements for product inclusion: reputation, on and off-site storage, data deduplication and encryption, and ability to restore to a virtual server until physical server is repaired or replaced.

Vendor/Product	Dell AppAssure + Server	Unitrends Recovery 313	Datto Siris 2 SB1000
Cloud Product Founded	2010	2010	2007
Licensing Recurring Costs (LRC)	\$2,616.00	\$2,760.00	\$2,978.00
One-time costs (including LRC)	\$7,895.86	\$6,308.02	\$6,818.75
Additional Costs	\$0.30/gb over 150 + additional clients	n/a	n/a
Standard Hardware Warranty	3	1	3
Unlimited # of Devices	No	Yes	Yes
Recovery to Virtual Machine (onsite)	Yes	Yes, Limited	Yes, “Instant”
Recovery to Virtual Machine (cloud)	no	Yes, Tech Support	Yes, “Instant”
Data Deduplication & Encryption	Yes	Yes	Yes

Based on the history and features provided by the Datto Siris, staff believes that product provides the best value. Though the Unitrends solution is less expensive, Datto holds these advantages over Unitrends:

- All data is saved in a universal virtual file format (VMDK). Each backup is a fully bootable virtual machine, so there is no need for a conversion to occur before performing a restore. Backed up data is always available immediately both on-site and off-site.
- Hard drives are hot swappable and user replaceable. If a hard drive within the Datto unit should fail, another can be inserted without powering off the device and interrupting backups. With Unitrends, the device would be serviced by the company in the event of a drive failure.
- 16GB vs 8Gb of memory and two ports vs. one to connect to the network for redundancy.
- Local product support through Verteks Consulting in Pensacola, FL

RECOMMENDATION: That the City Council approves the purchase of Datto Siris 2 - SB1000 and 1 year Licensing Recurring Costs for \$6818.75.



Verteks Consulting, Inc.
Voice and Data Networks
Phone: (352) 401-0909
Fax: (352) 401-0903
Web: www.verteks.com

QUOTE

Date	Quote #
06/03/14	VCIQ7418

Customer: City of Gulf Breeze Charles McCown 1070 ShoreLine Drive Gulf Breeze, FL 32561 United States	Phone: (850) 934-5100 Fax: E-Mail: cmccown@gulfbreezefl.gov
--	--

Terms	Rep	P.O. Number	Ship Via
	Jay		

Qty	Description	Unit Price	Ext. Price
1	Datto SB1000	\$2,498.75	\$2,498.75
12	Monthly Fee for unlimited Cloud Backup (\$3,120 per year)	\$260.00	\$3,120.00
12	Remote Installation - Including Preconfiguring and remote support for installing agents, starting seeding, and setting up. This is an estimate on time of 12 hours, but we will bill the actual hours.	\$100.00	\$1,200.00
0	Prepay 1 year of Cloud service option (5% Discount)	\$2,978.00	\$0.00
0	Prepay 1 year of Cloud service option (7% Discount)	\$5,831.00	\$0.00
0	Prepay 1 year of Cloud service option (9% Discount)	\$8,559.00	\$0.00
		SubTotal	\$6,818.75
		Sales Tax	\$0.00
		Shipping	\$0.00
		Total	\$6,818.75

All invoices/statements/bills shall be due when rendered. Any amounts remaining unpaid after thirty (30) days from the date of the invoices/statements/bills shall bear interest at the highest lawful rate from the date of the invoices/statements/bills, including postjudgment, until paid in full. In the event this account is referred to an attorney for collection, customer and customer's agent signing this invoice agree to pay all costs of collection and a reasonable attorneys' fee, through the appellate proceedings, regardless of whether suit is initiated, and including bankruptcy attorneys fees and costs should the customer and agent, or any one of them, file bankruptcy.

Approved By: _____ Order Date: _____
Please sign and print name



Technology Integration Group

Minority/Small Business, Cage Code: 0JRG8 DUNS#: 10-626-7958 Federal Tax ID #: 95-3825596

Ordering / Mailing Address:
Technology Integration Group

Remit Payment To:
Technology Integration Group
P.O. Box 85244
San Diego, CA 92186-5244

Quote No:
101382 - 1
06/11/2014
Expires:
07/11/2014

Please Include Ref No. on check or P.O.

Bill To:
CITY OF GULF BREEZE
1070 SHORELINE DRIVE
GULF BREEZE, FL 32561

Ship To:
CITY OF GULF BREEZE
1070 SHORELINE DRIVE
GULF BREEZE, FL 32561

Account Manager

Prepared By

Line	Qty	Part#	Description	Price	Total Price
1	1	RC313-C-1	RECOV 313 B/U APPL NO LIMIT CLOUD 1Y SUP	5,613.10	5,613.10
2	1	IR-313	INST SVC W/ SEEDING FOR 313 SOLUTIONS	694.92	694.92
				Sub Total	6,308.02
				Tax	0.00
				Total	6,308.02

Taxes, shipping and handling charges are subject to change based on the terms and conditions of the final sale. In the event of non-payment, purchaser agrees to pay all collection costs including attorney fees. A finance charge of 1.5% per month may be charged on delinquent invoices. All returns are subject to the following: Must include original invoice & RMA number, 15% restocking fee, must be in original box in resalable condition. After 30 days, repair or exchange only. Please [Click Here](#) to provide a feedback survey.

*1.5Tb Recov 313 Appliance
usable
No limit
1 yr warranty install
2760/yr*

Signature: _____ Date: _____

Print Name: _____ P.O.: _____

Disclaimer: TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.



QUOTATION

Quote #: 683734119
 Customer #: 4408105
 Contract #: WN05ACA
 Customer Agreement #: 250WSCA10ACS;B27160
 Quote Date: 06/02/2014
 Customer Name: CITY OF GULF BREEZE

Date: 6/2/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: BECKY S MAHON PHONE: 1800 - 4563355
 Email Address: Becky_Mahon@DELL.com Phone Ext: 512-725-2773

GROUP: 1 QUANTITY: 2 SYSTEM PRICE: \$3,817.46 GROUP TOTAL: \$7,634.92

Description	Quantity
PowerEdge T320, Intel Xeon E-24XX v2 Processors (210-ACDX)	2
PowerEdge T320 Motherboard, TPM (329-BBXR)	2
Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)	2
Dell Hardware Limited Warranty Plus On Site Service Initial Year (996-6564)	2
Dell Hardware Limited Warranty Plus On Site Service Extended Year (996-6574)	2
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, Initial Year (996-7124)	2
ProSupport: Next Business Day Onsite Service After Problem Diagnosis, 2 Year Extended (996-7144)	2
ProSupport: 7x24 HW / SW Tech Support and Assistance, 3 Year (996-7264)	2
On-Site Installation Declined (900-9997)	2
Proactive Maintenance Service Declined (926-2979)	2
PowerEdge T320 Shipping (331-7510)	2
On-Board LOM 1GBE (Dual Port for Racks and Towers, Quad Port for Blades) (430-4715)	2
iDRAC Port Card (331-7657)	2
iDRAC7 Enterprise (421-6085)	2
PERC Cable for 3.5in 8HD Hot Plug Chassis (331-7560)	2
LCD display for T320 (331-7919)	2
Chassis with up to 8, 3.5 inch Hard Drives (342-4612)	2
Security Bezel (318-1544)	2
Performance BIOS Setting (330-3492)	2
RAID 1/RAID 5 for H710p/H710/H310 (2 + 3-14 HDDs) (331-7543)	2
PERC H310 Adapter RAID Controller, Full Height (342-4047)	2
Intel Xeon E5-2420 1.90GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (319-0185)	2
Heat Sink, Dell PowerEdge T320/T420 (319-0193)	2
4GB RDIMM, 1333 MT/s, Low Volt, Dual Rank, x8 Data Width (317-5135)	8
1333 MHz RDIMMs (331-4422)	2
Advanced ECC (331-4427)	2
300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive, 3.5in HYB CARR (342-2012)	4
1TB 7.2K RPM Near-Line SAS 6Gbps 3.5in Hot-plug Hard Drive (342-2098)	6
Electronic System Documentation and OpenManage DVD Kit, Dell PowerEdge T320 (331-7567)	2
DVD+/-RW, SATA, INTERNAL (318-2215)	2
No Rails (330-4120)	2
Dual, Hot-plug, Redundant Power Supply (1+1), 495W (331-4603)	2

E-folder
\$150 mid month

+ yearly
\$815.68

2618/yr
mid

Power Distribution Board for Hot Plug Power Supplies (331-7658)	2
Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509)	4
Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs (618-BBDS)	2
Windows Server 2012R2, Standard Edition,Media Kit (618-BBDF)	2

GROUP: 2 QUANTITY: 1 SYSTEM PRICE: \$4,078.40 GROUP TOTAL: \$4,078.40

Description	Quantity
Advanced Data Protection Software (225-3650)	1
Thank you for Your Order (929-3709)	1
Thank you for choosing Dell ProSupport. For software/solutions Tech Support call 877-459-7304 (932-0499)	1
24x7 Support, AppAssure, Contract, 1 Year (933-9276)	1
Thank you for Your Order (935-6720)	1
Dell Remote Implementation of a basic AppAssure Environment (934-7535)	1
AppAssure Backup and Replication for SQL Server (319-0740)	2
24x7 Support for AppAssure Backup and Replication for SQL Server, Per License 1 Year (933-9636)	2

*Total Purchase Price:	\$11,713.32
Product Subtotal:	\$11,713.32
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors. Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: Dell Marketing L.P. Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

All information supplied to CITY OF GULF BREEZE for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: June 27, 2014

SUBJECT: City of Gulf Breeze Master Planning Invoice

On February 17, 2014, the City Council as the Board of Directors of the Community Redevelopment Agency approved a budget for continued support by VHB associated with implementation of the "Most Livable Cities" Master Plan. The approved budget was \$195,000.00. This contract was for services in conjunction with the implementation of the City's Master Plan and incorporating it into the City's Comprehensive Plan and Land Development Code.

We have received Invoice No: 183028 for professional services for May 11, 2014 to June 7, 2014. in the amount of \$12,742.33. We have spent \$22,749.95 YTD against this contract. The following actions have been taken against contract tasks:

Task 1- Comprehensive Plan Amendments

Prepare for and facilitate Steering Committee meeting.

Revisions to presentation and draft amendments and maps following Steering Committee meeting comments.

Prepare for upcoming Community Workshop #1.

Task 2 - LDC Amendments

Prepare technical memo regarding proposed development plan.

Begin to draft zoning amendments for consistency with new future land use category and other comprehensive plan changes.

It is recommended that Council approve payment. This project is funded by the Community Redevelopment Agency.

RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, July 7, 2014 and approve payment of Invoice No. 183028 for \$12,742.33 to VHB.



Vanasse Hangen Brustlin, Inc.

101 Walnut Street, P.O. Box 9151, Watertown, MA 02471
617.924.1770 • FAX 617.924.2286

Invoice

Invoice No: 0183028
June 12, 2014

Mr. Edwin Eddy
City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

RECEIVED
JUN 16 2014
FINANCE OFFICE
Jo Dav

VHB Project # 61691.01

Gulf Breeze Master Plan
Professional Services from May 11, 2014 to June 07, 2014

Task 00000 Reimbursables
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	52.00	27,560.00	18,550.00	9,010.00
LDC Amendments	58,000.00	12.00	6,960.00	4,060.00	2,900.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
Total Fee	195,000.00		34,520.00	22,610.00	11,910.00
	Total Fee			11,910.00	

Reimbursable Expenses

Postage & Delivery	.48
Travel & Lodging	443.50
Mileage	24.64
Meals	99.95
Printing	263.76
Total Reimbursables	832.33

Total this Task \$12,742.33
Total this Invoice \$12,742.33

Billings to Date

	Current	Prior	Total
Fee	11,910.00	22,610.00	34,520.00
Expense	832.33	39.95	872.28
Totals	12,742.33	22,649.95	35,392.28

Outstanding Invoices

Number	Date	Balance
0181717	5/16/2014	11,266.90
Total		11,266.90

Payment Due Upon Receipt.

Original Copy



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 06/07/2014
Project No.: 61691.01
Project Title: City of Gulf Breeze/Plan Amendments

Task 1 – Comp Plan Amendments

Prepare for and facilitate Steering Committee meeting.

Revisions to presentation and draft amendments and maps following Steering Committee comments.

Prepare for upcoming Community Workshop #1

Task 2 – LDC Amendments

Prepare technical memo regarding proposed development plan.

Begin to draft zoning amendments for consistency with new future land use category and other comprehensive plan changes.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager
From: Ron Pulley, Director of Parks & Recreation
Subject: Follow-up Workshop – Tiger Point Clubhouse and Pro Shop Renovation
Date: June 25, 2014

At the conclusion of the workshop held on May 28, 2014, City Council indicated they wished to have a second workshop for additional questions and to further review the proposed project. At that time, the following questions were presented:

1. With the increase in restaurant and banquet seating, should the size of the kitchen be increased as well?
2. Regarding the Pro Shop, would it be cheaper to demolish the existing and build a new, smaller one?
3. How much "furniture, fixture and equipment" budget will we need to support this proposed facility?

We propose July 7th or July 21st at 5:00 pm, just prior to Council's regularly scheduled meeting, for this second workshop. We would like to invite Council Members to submit any additional questions prior to the meeting.

Recommendation

That Council select Monday, July 7th or Monday, July 21st, or an alternate date for the second workshop on the proposed Tiger Point Clubhouse and Pro Shop Renovation.