

**GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA**

JANUARY 5, 2015
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
 2. Invocation and Pledge of Allegiance
 3. Approval of Minutes for December 15, 2014 (Regular Meeting)
Approval of Minutes for December 15, 2014 (Community Redevelopment Agency)
 4. **RESOLUTION 01-15** Approving a Plan of Finance and Issuance of
Approximately \$15,000,000 in Capital Trust
Agency Bonds for the River City Science Academy
Project

RESOLUTION 02-15 Approving a Plan of Finance and Issuance
of Approximately \$9,000,000 in Capital
Trust Agency Bonds for Development and
Expansion of the Miami Community Charter School

RESOLUTION 03-15 Approving a Plan of Finance and Issuance of
Approximately \$34,000,000 in Capital Trust
Agency Bonds for Development of Windermere
Senior Living Facilities in Ocoee, Florida
- ACTION AGENDA ITEMS:**
- A. Discussion and Action Regarding Red Light Camera Legal Expenses
 - B. Discussion and Action Regarding Purchase of Two (2) 2015 Ford Explorer Interceptor Utility Vehicles for the Police Department
 - C. Discussion and Action Regarding Storm Water Connection at 700 Bay Cliffs Road
 - D. Discussion and Action Regarding Sewer Line Repair at 208 Florida Avenue
 - E. Discussion and Action Regarding Repair of 24" Concrete Storm Water Pipe at Intersection of Fairpoint and Highpoint Drives
 - F. Discussion and Action Regarding Replacement Generator at Plantation Hill Lift Station

G. Discussion and Action Regarding Preparation of Maintenance of Traffic Plan for Pensacola Bay Bridge Replacement
(Backup Material to Be Provided Prior to the Meeting)

H. Discussion and Action Regarding Mitigation and Compensation Agreement, Replacement of Pensacola Bay Bridge

I. Discussion and Action Regarding Board of Adjustment Board Member Appointment

J. Discussion and Action regarding Collateral Board Assignments for City Council
(Backup Material to Be Provided Prior to the Meeting)

6. New Business

7. Open Forum

8. Adjournment

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 insure 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.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

The 1,262nd Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, December 15, 2014, at 6:30 p.m.

Upon call of the roll the following Councilmembers were present: Councilwoman Bookout Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

APPROVAL OF MINUTES:

Mayor Pro Tem Henderson moved for approval of the minutes for the Regular Meeting held on December 1, 2014. Councilman Landfair seconded. The vote for approval was unanimous.

BEAUTIFICATION COMMITTEE AWARD PRESENTATIONS:

Lori Menke with the Beautification Committee presented Holiday Decoration awards to the following winners: Matthew and Jennifer Conklin, 104 Poinciana Drive (present); Brett Sullivan and Jocelyn Leveque, 100 Middle Plantation Circle; Don and Cathy Dewey, 327 Andrew Jackson Trail; Harry and Jill Wilder, 115 Chanteclair Circle; Ken and Sandra Smith, 615 Fairpoint Drive; Carl and Susan Hoffman, 200 Shoreline Drive (present); and Ron and Brenda Harris, 218 Pine Tree Drive.

CONSENT AGENDA ITEM(S)*:

That the City Council approve the following Consent Agenda Items A through I:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT
REVIEW BOARD RECOMMENDATION:**

Reference: Development Review Board December 2, 2014, Minutes

Houshang Tehrani, 2312 Arriviste Way, Pensacola

Project Location: 1205 Soundview Trail

Description: Amendment to Development Order issued August 18, 2014, to
construct a pier and seawall

RECOMMENDATION:

**THAT THE CITY COUNCIL APPROVE THE DEVELOPMENT REVIEW
BOARD RECOMMENDATION.**

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

- B. **SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION BY GULF BREEZE STUDENT COUNCIL FOR THE QUENTIN COOPER LIVER LIFE 5K RUN ON APRIL 4, 2015.**

Reference: Deputy Chief of Police memo dated December 5, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE GULF BREEZE STUDENT COUNCIL SPECIAL EVENT APPLICATION.

- C. **SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION BY GULF COAST EVENT GROUP FOR A 5K RUN ACROSS THE PENSACOLA BAY BRIDGE ON OCTOBER 17, 2015.**

Reference: Deputy Chief of Police memo dated December 5, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE GULF COAST EVENT GROUP SPECIAL EVENT APPLICATION.

- D. **SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION BY PENSACOLA SPORTS ASSOCIATION FOR THE DOUBLE BRIDGE RUN ON FEBRUARY 7, 2015.**

Reference: Deputy Chief of Police memo dated December 3, 2014

- E. **SUBJECT: DISCUSSION AND ACTION REGARDING EMERGENCY REPAIR OF PILING AT THE WASTE TRANSFER STATION BY LOFTIS CONSTRUCTION IN THE AMOUNT OF \$3,950.**

Reference: City Manager memo dated December 5, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EXPENDITURE OF \$3,950 WITH LOFTIS CONSTRUCTION FOR THE EMERGENCY REPAIR OF A FAILED PILING IN THE RETAINING WALL AT THE WASTE TRANSFER STATION.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

- F. **SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY BOARD RECOMMENDATION AUTHORIZING REPAIR OF LIFT STATION BY WARRINGTON UTILITY & EXCAVATING IN THE AMOUNT OF \$7,300.**

Reference: Director of Public Services memo dated December 3, 2014

RECOMMENDATION:

THE SOUTH SANTA ROSA UTILITY BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE WARRINGTON UTILITY & EXCAVATING TO REPAIR THE TIGER POINT AND CEYLON LIFT STATION FOR \$7,300.

- G. **SUBJECT: DISCUSSION AND ACTION REGARDING NIGHTINGALE SEWER FORCE MAIN PROJECT REVISION IN THE AMOUNT OF \$17,847.**

Reference: Assistant Director of Public Services memo dated December 5, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE REVISIONS TO THE NIGHTINGALE FORCE MAIN PROJECT INCLUDING THE ADDITIONAL FEE OF \$17,847 FOR THE FABRE ENGINEERING, INC., TO COMPLETE THE ADDITIONAL DESIGN ELEMENTS.

- H. **SUBJECT: DISCUSSION AND ACTION REGARDING ENERGY SAVINGS PROJECT FINAL CHANGE ORDER WITH ENERGY SYSTEMS.**

Reference: Assistant Director of Public Services memo dated December 5, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE FINAL CHANGE ORDER TO TRANSFER \$100,000 FROM THE CONTINGENCY FUNDS TO THE CONTRACT WITH ENERGY SYSTEMS GROUP. THE FINAL OVERALL PROJECT COST WILL BE REDUCED BY \$44,583 FOR A TOTAL OF \$4,546,398.

- I. **SUBJECT: DISCUSSION AND ACTION REGARDING REPORT ON UTILITY WAIVER PROGRAM FOR APRIL FLOODING.**

Reference: Director of Finance memo dated December 4, 2014

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

RECOMMENDATION:

THAT THE CITY COUNCIL EXTEND THE UTILITY FEES WAIVER PROGRAM INITIATED SUBSEQUENT TO THE APRIL FLOOD, THAT THE EXTENSION BE FOR NO MORE THAN THREE ADDITIONAL MONTHS FROM THE INITIAL SIX MONTH TERM AD BE EXTENDED ONLY TO THE FOLLOWING RESIDENCES: 420 AND 421 DRACENA WAY, 288 PLANTATION HILL ROAD, 415 MONTROSE BOULEVARD, 124 SHIRLEY DRIVE, AND 2707 SUMMERTREE LANE.

Councilman Landfair moved for approval of Consent Agenda Items A through I. Councilwoman Fitch seconded. The vote for approval was unanimous.

***These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**

ACTION ITEMS: None

NEW BUSINESS: None

OPEN FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 6:40 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Monday, December 15, 2014, at 6:35 p.m.

The following members were present: Councilwoman Bookout Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following:

CONSENT AGENDA ITEM*:

A. SUBJECT: SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF MASTER PLANNING INVOICE NO. 190206 TO VANASSE HANGEN BRUSTLIN, INC.

Reference: City Clerk memo dated December 3, 2014.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, DECEMBER 15, 2014, AND APPROVE PAYMENT OF THE REMAINING BALANCE OF INVOICE NO. 190206 IN THE AMOUNT OF \$10,720 TO VHB.

Councilwoman Fitch moved for approval of Consent Agenda Item A. Councilwoman Bookout seconded. The vote for approval was unanimous.

***These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**

INFORMATIONAL ITEMS: None

PUBLIC FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 6:35 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : December 26, 2014

Subject: **Resolution 01-15, Approving a Plan of Finance and the Issuance of Approximately \$15,000,000 in Capital Trust Agency Bonds for the River City Science Academy Project.**

Attached is a copy of Resolution 01-15 which approves a plan of finance prepared by the River City Science Academy in Jacksonville, Florida for the development of a charter school to be located in Jacksonville. The Resolution also approves an amendment to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze and authorizes the issuance of approximately \$15,000,000 in Capital Trust Agency bonds.

The CTA Board has reviewed the plan of finance and the documents associated with the issuance of the CTA bonds. The CTA Board makes the following recommendation.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 01-15 APPROVING A PLAN OF FINANCE FOR THE RIVER CITY ACADEMY IN JACKSONVILLE, FLORIDA.

RESOLUTION 01-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, REHABILITATION, IMPROVEMENT AND EQUIPPING OF THE EXISTING CHARTER SCHOOL FACILITIES, AND THE ACQUISITION AND EQUIPPING OF THE GYMNASIUM CURRENTLY BEING CONSTRUCTED ON A SITE ADJACENT THERETO LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF CAPITAL TRUST AGENCY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000 FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH PROJECT; 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 (the "State"), 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 Amendment No. 1 through No. 59 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, 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 and refinancing, including through reimbursement, 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 November 21, 2014, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, 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 financing or refinancing all or a part of the costs of the acquisition, rehabilitation, improvement and equipping of the existing charter school facilities currently leased by the Borrower, and the acquisition and equipping of the gymnasium currently being constructed on a site adjacent thereto, in each case including the site therefor and the acquisition and in each case installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto (the "Project"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of not exceeding \$15,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing

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 November 26, 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, such interlocal agreements, interest rate swap or hedge transactions, investment 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, including through reimbursement, of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. 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 TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 60 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

SECTION 4. 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 not exceeding \$15,000,000 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 \$15,000,000 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.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 5th day of January, 2015.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

SCHEDULE I

Project Description

The Project consists of the financing or refinancing all or a part of the costs of the acquisition, rehabilitation, improvement and equipping of the existing charter school facilities currently leased by the Borrower located at 7555 and 7565 Beach Boulevard, City of Jacksonville, Duval County, Florida 32216, and the acquisition and equipping of the gymnasium currently being constructed on a site adjacent thereto located at 7605 Beach Boulevard, City of Jacksonville, Duval County, Florida 32216, and in each case including related facilities, fixtures, furnishings and equipment.

AMENDMENT NO. 60 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 60 TO INTERLOCAL AGREEMENT** (this "Amendment No. 60") is made and entered into as of the ____ day of January, 2015, 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, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 59 (collectively, the "Enabling Agreement"), the Parties hereto have 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, River City Education Services, Inc. d/b/a River City Science Academy, 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 is engaged in, among other things, the development and operation of educational facilities; and

WHEREAS, on November 21, 2014, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$15,000,000 (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, including through reimbursement, all or a part of the costs of the acquisition, rehabilitation, improvement and equipping of the existing charter school facilities currently leased by the Borrower, and the acquisition and equipping of the gymnasium currently being constructed on a site adjacent thereto, including the site therefor and in each case related facilities, fixtures, furnishings and equipment (the "Project"), located in the State of Florida and described in Schedule I attached hereto, which, by this reference thereto, is incorporated herein; 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. 60 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, including through reimbursement, for the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 60 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$15,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Project). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to 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 the programs or projects, payments 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 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, which, by this reference thereto, is incorporated herein.

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. 60 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 60, 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 and defend Century and hold Century harmless 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. 60, 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 law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 60 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 60 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 60 to Interlocal Agreement]

SCHEDULE I

Project Description

The Project consists of the financing or refinancing all or a part of the costs of the acquisition, rehabilitation, improvement and equipping of the existing charter school facilities currently leased by the Borrower located at 7555 and 7565 Beach Boulevard, City of Jacksonville, Duval County, Florida 32216, and the acquisition and equipping of the gymnasium currently being constructed on a site adjacent thereto located at 7605 Beach Boulevard, City of Jacksonville, Duval County, Florida 32216, in each case including related facilities, fixtures, furnishings and equipment.

SCHEDULE II

Payment to Century

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



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : December 26, 2014

Subject: **Resolution 02-15, Approving a Plan of Finance and the Issuance of Approximately \$9,000,000 in Capital Trust Agency Bonds for the Development and Expansion of the Miami Community Charter School**

Attached is a copy of Resolution 02-15 which approves a plan of finance prepared by Miami Community Charter School, Inc. for development and expansion of a charter school in Miami. The Resolution also approves an amendment to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze and authorizes the issuance of approximately \$9,000,000 in Capital Trust Agency bonds.

The CTA Board has reviewed the plan of finance and the documents associated with the issuance of the CTA bonds. The CTA Board makes the following recommendation.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 02-15 APPROVING A PLAN OF FINANCE FOR THE MIAMI COMMUNITY CHARTER SCHOOL IN MIAMI, FLORIDA.

RESOLUTION 02-15

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, INSTALLATION, AND EQUIPPING OF AN EXPANSION TO EXISTING EDUCATIONAL FACILITIES FOR GRADES K-5 AND AN EXPANION OF EXISTING EDUCATIONAL FACILITIES FOR GRADES 6-12 LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF CAPITAL TRUST AGENCY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$9,000,000 FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH PROJECT; 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 (the "State"), 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 Amendment No. 1 through No. 60 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, 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 and refinancing, including through reimbursement, 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 November 21, 2014, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, 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 the acquisition, construction, installation and equipping of an expansion to the Borrower's (as defined below) existing educational facilities for grades K-5 and an expansion to the Borrower's existing educational facilities for grades 6-12, and in each case the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto (the "Project"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of not exceeding \$9,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of Miami Community Charter School, Inc., a

Florida not for profit corporation, or one or more of its affiliates, as described on the attached Schedule "I", whose principal place of business is 101 SW Redland Road, Homestead, Florida 33034 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"), such Project to be managed by the Borrower or its affiliate; and

WHEREAS, the proposed Project 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, (iii) providing educational facilities within the meaning of the Act, and (iv) advancing the economic prosperity and the general welfare of the State 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 Project and to facilitate and encourage the planning and development of such Project without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, 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 November 26, 2014, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on December 15, 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 November 26, 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, such interlocal agreements, interest rate swap or hedge transactions, investment 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, including through reimbursement, of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. 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 TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 61 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

SECTION 4. 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 not exceeding \$9,000,000 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 \$9,000,000 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.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 5th day of January, 2015.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

AMENDMENT NO. 61 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 61 TO INTERLOCAL AGREEMENT** (this "Amendment No. 61") is made and entered into as of the ____ day of January, 2015, 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, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 60 (collectively, the "Enabling Agreement"), the Parties hereto have 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, Miami Community Charter School, 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 is engaged in, among other things, the development and operation of educational facilities; and

WHEREAS, on November 21, 2014, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$9,000,000 (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, including through reimbursement, the acquisition, construction, installation and equipping of an expansion to existing educational facilities for grades K-5 and an expansion to existing educational facilities for grades 6-12, and in each case including the site therefor and related facilities, fixtures, furnishings and equipment, (the "Project"), located in the State of Florida and described in Schedule I attached hereto, which, by this reference thereto, is incorporated herein; 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. 61 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, including through reimbursement, for the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 61 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$9,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Project). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to 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 the programs or projects, payments 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 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, which, by this reference thereto, is incorporated herein.

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. 61 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 61, 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 and defend Century and hold Century harmless 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. 61, 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 law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 61 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 61 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 61 to Interlocal Agreement]

SCHEDULE I

Project Description

The Project consists of the acquisition, construction, installation and equipping of an expansion to the Borrower's existing educational facilities for grades K-5, including a 2-story building which will contain approximately 10,000 square feet and which will include classrooms, cafeteria area and related parking, and include the acquisition of the site therefor containing approximately ½ acre, located at 925 SW 1st Street, Florida City, in Miami-Dade County, Florida 33034 and an expansion to the Borrower's existing educational facilities for grades 6-12, including a building containing approximately 33,000 square feet which will include classrooms, gymnasium, and food service area, located at 921 SW 1st Street, Florida City, in Miami-Dade County, Florida 33034, and in each case including related facilities, fixtures, furnishings and equipment thereto.

SCHEDULE I

[Amendment to Interlocal Agreement]

SCHEDULE II

Payment to Century

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

SCHEDULE II

[Amendment to Interlocal Agreement]



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : December 26, 2014

Subject: **Resolution 03-15, Approving a Plan of Finance and the Issuance of Approximately \$34,000,000 in Capital Trust Agency Bonds for the Development of Windermere Senior Living Facilities in Ocoee, Florida**

Attached is a copy of Resolution 03-15 which approves a plan of finance prepared by Senior Care Living V, LLC, for development of a 121 unit senior living facility in Ocoee, Florida. The Resolution also approves an amendment to the Interlocal Agreement between the Town of Century and the City of Gulf Breeze and authorizes the issuance of approximately \$34,000,000 in Capital Trust Agency bonds.

The CTA Board has reviewed the plan of finance and the documents associated with the issuance of the CTA bonds. The CTA Board makes the following recommendation.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 03-15 APPROVING A PLAN OF FINANCE FOR THE WINDERMERE SENIOR LIVING FACILITY IN OCOEE, FLORIDA.

RESOLUTION 03-15

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, INSTALLATION AND EQUIPPING OF AN APPROXIMATELY 121-UNIT ASSISTED LIVING FACILITY FOR THE ELDERLY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF CAPITAL TRUST AGENCY REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$34,000,000 FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH PROJECT; 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 (the "State"), 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 Amendment No. 1 through No. 61 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 duly enacted by the City Council, 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 and refinancing, including through reimbursement, 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 November 21, 2014, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing, including through reimbursement, 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 financing the acquisition, construction, development, installation and equipping of an approximately 121-unit assisted living facility for the elderly and the acquisition and installation of related facilities, fixtures, furnishings and equipment, as described on Schedule "I" attached hereto (the "Project"); and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of not exceeding \$34,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of Senior Care Living V, LLC, a Florida limited liability company, or one or more of its affiliates, as described on the attached Schedule "I", whose principal place of business is 8380 Bay Pines Boulevard, 3rd Floor, St. Petersburg, Florida 33709 (as

applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"), such Project to be managed initially by the Borrower or its affiliate; and

WHEREAS, the proposed Project 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, (iii) providing housing for the elderly, and (iv) advancing the economic prosperity and the general welfare of the State 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 Project and to facilitate and encourage the planning and development of such Project without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

WHEREAS, 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 November 26, 2014, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on December 15, 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 November 26, 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, such interlocal agreements, interest rate swap or hedge transactions, investment 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, including through reimbursement, of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the Agency Resolution. 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 TO THE ENABLING AGREEMENT APPROVED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 62 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 and Section 2 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, her execution thereof to conclusively establish such approval.

SECTION 4. 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 not exceeding \$34,000,000 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 \$34,000,000 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.

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SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 5th day of January, 2015.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

AMENDMENT NO. 62 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 62 TO INTERLOCAL AGREEMENT** (this "Amendment No. 62") is made and entered into as of the ____ day of January, 2015, 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, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 61 (collectively, the "Enabling Agreement"), the Parties hereto have 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, Senior Care Living V, LLC, a Florida limited liability company, 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 is engaged in, among other things, the development and operation of assisted living facilities for the elderly; and

WHEREAS, on November 21, 2014, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$34,000,000 (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, including through reimbursement, the acquisition, construction, development, installation and equipping of an approximately 121-unit assisted living facility for the elderly, including the site therefor and related facilities, fixtures, furnishings and equipment to be known as Windermere Senior Living (the "Project"), located in the State of Florida and described in Schedule I attached hereto, which, by this reference thereto, is incorporated herein; 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. 62 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, including through reimbursement, for the Project;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.

This Amendment No. 62 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$34,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the financing, including through reimbursement, of the Project). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing, including through reimbursement, of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to 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 the programs or projects, payments 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 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, which, by this reference thereto, is incorporated herein.

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. 62 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 62, 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 and defend Century and hold Century harmless 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. 62, 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 law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 62 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Matt E. Dannheisser, Mayor

ATTEST:

By: _____
Stephanie D. Lucas, City Clerk

[Signature Page to Amendment No. 62 to Interlocal Agreement]

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 62 to Interlocal Agreement]

SCHEDULE I

Project Description

The Project consists of the acquisition, construction, development, installation and equipping of an approximately 121-unit assisted living facility for the elderly containing approximately 81 assisted living units and approximately 40 assisted living units providing memory support services, including a 3-story building containing approximately 105,000 square feet, the site therefor, including related facilities, fixtures, furnishings and equipment, to be known as Windermere Senior Living, located at 1060 Tomyn Boulevard, in the City of Ocoee, Orange County, Florida 34761.

SCHEDULE I

[Amendment to Interlocal Agreement]

SCHEDULE II

Payment to Century

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

SCHEDULE II

[Amendment to Interlocal Agreement]



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Curt Carver, Deputy City Manager
Date: 12/9/2014
Subject: Red Light Camera Legal Expenses

In reviewing department expenditure levels, staff identified a trending overage in Police Department Other Contractual Services. As we looked at the account detail we observed that the overage was due to legal expenses related to the Red Light Camera operation. As you know, the City has been defending itself against a lawsuit alleging that our red light cameras are in violation of state law. This litigation stems from a ticket issued to Mr. Juan Evans. Mr. Evans filed the complaint pro se. Since there was precedential value to this complaint that could impact the City's entire red light camera program, the City has aggressively defended itself. Because of the significance of the litigation, the Attorney General's office is also involved in the case.

To date, we have spent \$12,458.25 on legal fees related to red light camera issues and this litigation over the past six months. I believe that these fees and future fees should be paid directly from the Red Light Camera Fund and not the Police Department budget. Accordingly, I would recommend that this matter be presented to the City Council for authorization to reimburse the General Fund for these expenses and authorize future legal expenses to be paid directly from the Red Light Camera Fund.

If you have any questions regarding this matter, please do not hesitate to contact me.

Recommendation: That the City Council authorize a payment from the Red Light Camera Fund to the General Fund in the amount of \$12,458.25, which represents a reimbursement of previously expensed legal fees for Red Light Camera matters and authorize future legal fees for this purpose to be paid directly from the Red Light Camera Fund.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/23/2014

Subject: Police Vehicle Purchase

The approved FY2015 Police Budget authorized the purchase of two patrol vehicles. Typically, the City uses the state contract pricing to make police vehicles purchases. The units budgeted for were Ford Explorer Police Interceptor Utility vehicles. The total cost of the vehicles and necessary equipment was \$88,900. Funding for this purchase is allocated in the FY2015 budget from the Red Light Camera Fund. The Department ordered these vehicles shortly after the Department budget was approved. Typically, we would expect delivery early in 2015.

The ordered vehicles were delivered ahead of schedule and to avoid losing the order, the Department took delivery. The cost of the two vehicles is \$77,730.00. The invoices are attached. The remainder of the budgeted amount will be used to equip the vehicles. The Department intends to dispose of one 2008 Crown Vic Interceptor with 132,639 miles as a result of this new acquisition. It will be placed on GovDeals.com for disposal subject to City Council approval.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council ratify the purchase of two (2) 2015 Ford Explorer Interceptor Utility Vehicles from Hub City Ford Mercury of Crestview, Florida under the state contract at a total cost of \$77,730 with funding from the Red Light Camera Fund and further authorize the disposal of one (1) 2008 Ford Crown Vic Police Interceptor VIN# 2FAFP71V88X126330 on Govdeals.com.

Attachments

VEHICLE INVOICE



HUB CITY FORD MERCURY, INC.

02217

P. O. Box 1118
 CRESTVIEW, FLORIDA 32536
 Phone 850-682-2721

HOME PHONE: # (850)999-9999

SOLD TO: CITY OF GULF BREEZE DATE 24 OCT 2014
 ADDRESS: 1070 SHORELINE DR
 GULF BREEZE FL 32561-4702 COUNTY: SANTA ROSA

SALESPERSON: WINDROW, JOSEPH L

YEAR	MAKE	NEW USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NO.	KEY NUMBER
2015	FORD	F	15H093	EXPLORER	1FM5K8AR2FGA88749	0
TRADE IN						

INSURANCE COVERAGE INCLUDES

- FIRE AND THEFT
- COLLISION - AMT. DEDUCT.
- PUBLIC LIABILITY - AMT.
- PROPERTY DAMAGE - AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

DESCRIPTION

GROUP
 FACTORY INSTALLED:

MILEAGE: 71

KEYCARE
 ETCH
 PAINT & FABRIC ADVANTAGE PLUS
 OTHER PRODUCTS
 DENT REPAIR
 MAINTENANCE PLAN
 MVWEA

FACTORY INSTALLED:
 PAYOFF TO:

CASH
 LEIN TO:

SELLING PRICE	38865.00
SALES TAX	N.A.
LICENSE AND TITLE	N.A.
TOTAL CASH PRICE	38865.00
FINANCING	N.A.
INSURANCE	N.A.
TOTAL TIME PRICE	38865.00
SETTLEMENT:	N.A.
DEPOSIT	N.A.
CASH ON DELIVERY	N.A.
TRADE-IN \$	N.A.
LESS LIEN \$	N.A.
TRADES & DISC.	AT 38865.00
AT \$	
TOTAL	38865.00

NET

14-R3681
 8/16/14

VEHICLE INVOICE

HUB CITY FORD MERCURY, INC.

02489



P. O. Box 1118
 CRESTVIEW, FLORIDA 32536
 Phone 850-682-2721
 CITY OF GULF BREEZE
 1070 SHORELINE DR
 GULF BREEZE FL 32561-4702

SOLD TO:
 WINDROW, JOSEPH

DATE: 10 DEC 2014
 COUNTY: SANTA ROSA

SALESPERSON:

YEAR	MAKE	NEW OR USED	STOCK NUMBER	MODEL OR SERIES	VEHICLE IDENTIFICATION NO.	KEY NUMBER
2015	FORD	F	15H152	EXPLORER	1FM5K8AR9FGA88750	ARR AT RAMP02
<p>TRADE IN</p>						
<p>INSURANCE COVERAGE INCLUDES</p> <p><input type="checkbox"/> FIRE AND THEFT <input type="checkbox"/> PUBLIC LIABILITY - AMT.</p> <p><input type="checkbox"/> COLLISION - AMT. DEDUCT. <input type="checkbox"/> PROPERTY DAMAGE - AMT.</p>						
<p>OPTIONAL EQUIPMENT AND ACCESSORIES</p> <p>DESCRIPTION</p>						
<p>FACTORY INSTALLED:</p>						
<p>MILEAGE: 23</p>						
<p>FACTORY INSTALLED:</p>						
<p>SELLING PRICE: 38865.00</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>COD</p>						
<p>SALES TAX: 38865.00</p> <p>LICENSE AND TITLE: N.A.</p> <p>TOTAL CASH PRICE: N.A.</p>						
<p>FINANCING: N.A.</p> <p>INSURANCE: N.A.</p>						
<p>TOTAL TIME PRICE: 38865.00</p>						
<p>SETTLEMENT:</p> <p>DEPOSIT: N.A.</p> <p>CASH ON DELIVERY: N.A.</p> <p>TRADE-IN \$: N.A.</p>						
<p>LESS LIEN \$: N.A.</p> <p>TRADE & DISC.: N.A.</p> <p>PAYMENTS: 38865.00</p> <p>AT \$</p>						
<p>TOTAL: 38865.00</p>						

17-123681
 12/14



City of Gulf Breeze

To : Edwin A. Eddy, City Manager
From : Vernon L. Prather, Director of Public Services *V.P.*
Date : December 18, 2014
Subject : **Stormwater Connection at 700 Bay Cliffs Road**

The City Council approved the acquisition of a stormwater easement in December 2014, at 700 Bay Cliffs Road, in order to provide for the future construction of a gravity stormwater line. This new 24" Stormwater line will connect the existing Bay Cliffs Road stormwater system (exfiltration only, no discharge) to the City's 24" concrete discharge pipe located in the Gulf Isles National Seashore (GINS).

The Bay Cliffs area was severely impacted during the April 2014 flood and this connection was recommended by the City's Stormwater Task Force and subsequently approved by the City Council as a desired project.

Staff requested a quote from Utility Services Company based on existing contract unit pricing. The contract pricing is from their bid of \$1,835,956 approved by City Council in April 2014 for stormwater improvements. Due to the highly competitive pricing there is no advantage to the City to bid this additional work.

The cost to install the stormwater pipe based on contract unit pricing is \$52,928.74 and the majority of the cost items are previously bid items as noted on their quote. Their proposal provides for the installation of the line and to make the necessary restoration conditions for the owners at 700 Bay Cliffs.

Utility Services Company has also advised that they are prepared to begin construction the second week of January 2015 pending approval by City Council. Construction time is approximately three (3) weeks.

The attached drawings depict the easement and proposed route of the pipeline.

City Staff has also obtained the required work permit from GINS in order for work to be performed on park property (attached).

Recommendation: City Council authorize Utility Services Company to install the 24" Concrete Stormwater Line as described for the amount of \$52,928.74 in the dedicated Stormwater Utility Easement located at 700 Bay Cliffs Road.



UTILITY SERVICE CO.

December 18, 2014 (Revised)

City of Gulf Breeze
 1070 Shoreline Drive
 Gulf Breeze, Florida 32561
 Attn: Mr. Vernon Prather, Public Service Director
 RE: 700 Baycliff-Stormwater Outfall Cross Connection

Item #	Description	Unit	Qty	Unit Price	Extension
1	Remove & Replace Driveway	SY	220	\$ 62.00	\$ 13,640.00
2	Sod	SY	577	\$ 4.82	\$ 2,781.14
3	Clearing	LS	1	\$ 2,869.00	\$ 2,869.00
4	Fence & Gates Replacement	LS	1	\$ 2,225.00	\$ 2,225.00
5	24" RCP	LF	180	\$ 80.02	\$ 14,403.60
6	Type E Inlet w/Doghouse Bottom	EA	2	\$ 4,774.00	\$ 9,548.00
7	Connect to Existing Drainage Pipe	EA	4	\$ 1,006.00	\$ 4,024.00
8	FDEP Wellpoint Discharge Sampling & Testing	LS	1	\$ 3,438.00	\$ 3,438.00
TOTAL					\$ 52,928.74

Items # 1, 2, 5, & 6 are contract unit price items. The remaining items are outside the scope of the contract but are calculated using the same methodology as was done in the original bid estimate.

Thanks for the opportunity to quote your work.

We anticipate this work to take approximately 3 weeks to complete.

Signed,



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

ENGINEER'S ESTIMATE OF QUANTITIES - FOR BID COMPARISON ONLY
Project Name: GULF BREEZE DRAINAGE IMPROVEMENTS
HMM Project No. 297654

Base Bid:

	Description	Quantity	Unit	Unit Price	Amount
	SITework				
1	1" SP-9.5 Asphalt Overlay	518	TN	106.00	54,908.00
2	Sod	3,000	SY	4.82	14,460.00
3	Remove Existing Sand/Conc Headwall	1	EA	688.00	688.00
4	Cut and Patch Concrete Driveways	851	SY	62.00	52,762.00
5	Cut and Patch Asphalt Roadways	500	SY	70.00	35,000.00
	STORMWATER				
6	12" PVC Stormwater Force Main	3,561	LF	33.88	120,646.68
7	18" Exfiltration Pipe	3,022	LF	88.02	265,996.44
8	18" ADS N-12WT Pipe	3,046	LF	63.72	194,091.12
9	18" RCP	692	LF	80.60	55,775.20
10	24" RCP	125	LF	80.02	10,002.50
11	24" Nyloplast Inline Drain	37	EA	1573.00	58,201.00
12	24" Nyloplast Drain Basin	31	EA	1573.00	48,763.00
13	24" Nyloplast Drain Basin w/ Pedestrian Cover	2	EA	1573.00	3,146.00
14	8' Ø Stormwater Lift Station w/ Control Panel	2	EA	140,000.00	280,000.00
15	Camelia Street Lift Stations Control panel upgrade (complete)	1	LS	75,000.00	75,000.00
16	2" Combination Air/Vacuum Release Valve & Vault	3	EA	4632.00	13,896.00
17	Vortechs Model 1421	1	EA	129,334.00	129,334.00
18	Concrete Headwall	1	EA	10,148.00	10,148.00
19	48" Reinforced Concrete Manhole	10	EA	2,527.00	25,270.00
20	FDOT 6'x6' Type J Bottom w/ (2) x Manhole Tops	5	EA	6,517.00	32,585.00
21	FDOT 6'x6' Type J Bottom w/ 42" Manhole Top	1	EA	11,152.00	11,152.00
22	FDOT Type C Inlet Junction Structure	1	EA	4,673.00	4,673.00
23	FDOT Type C Inlet Top w/ 6'x6' FDOT Type J Bottom	5	EA	5,002.00	25,010.00
24	FDOT Type F Inlet Top w/ 6'x6' FDOT Type J Bottom	1	EA	4,774.00	4,774.00
25	Modification to Vinyl Sheet Pile Bulkhead Allowance	1	REIMB.	*\$50,000.00	*\$50,000.00
26	Reconstruct Impacted segment of Chanticleire Subdivision Wall	1	LS	31,416.00	31,416.00

	UTILITY CONFLICTS				
27	4" PVC Water Main	300	LF	232.91	69,873.00
28	6" PVC Water Main	300	LF	250.66	75,198.00

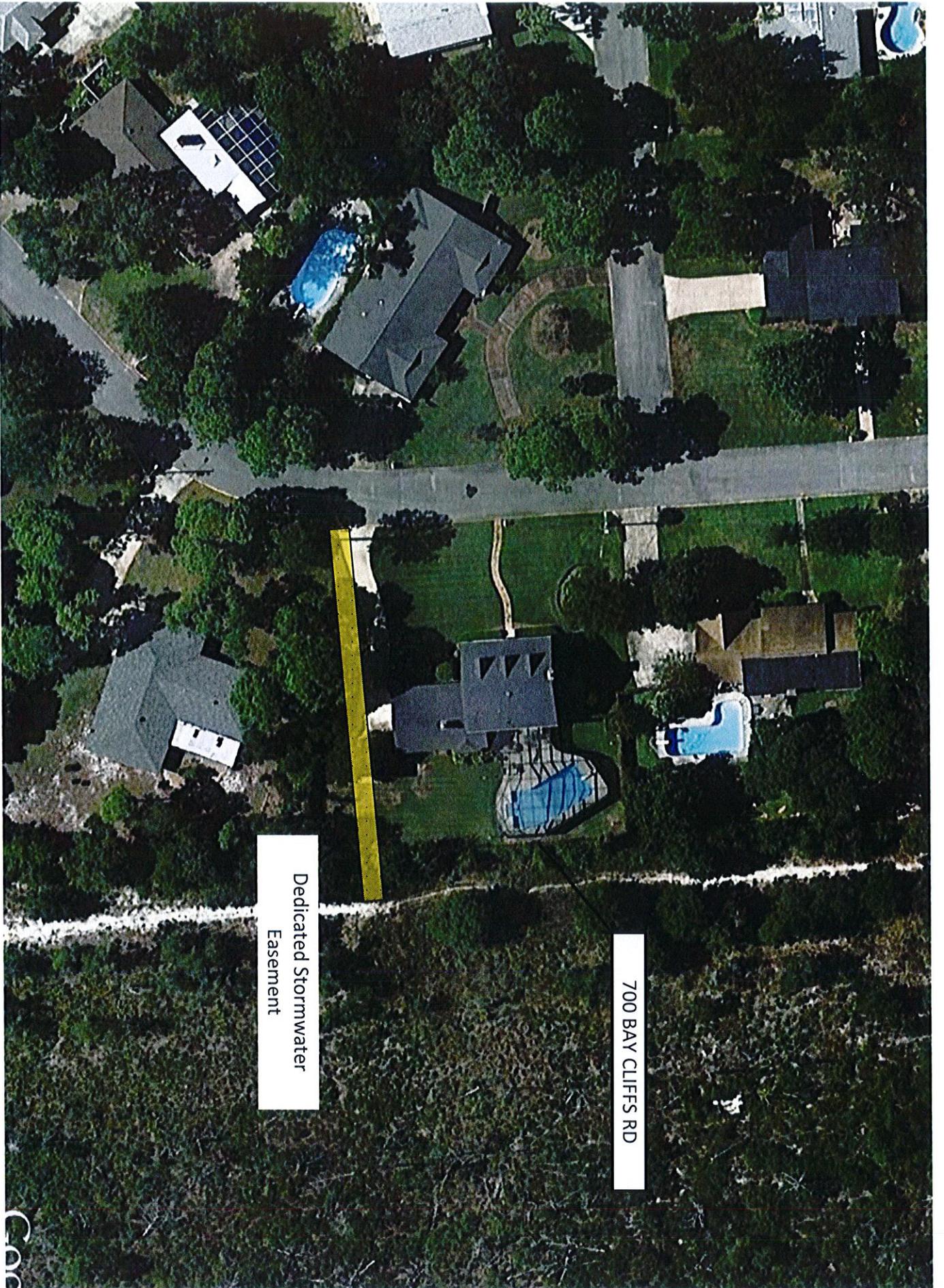
*- all costs associated with this work item will be reimbursed on a cost plus basis with rates negotiated prior to work.

Lump Sum Base Bid Total: \$ 1,835,956.00

Contractor's Name: UTILITY SERVICE CO., INC

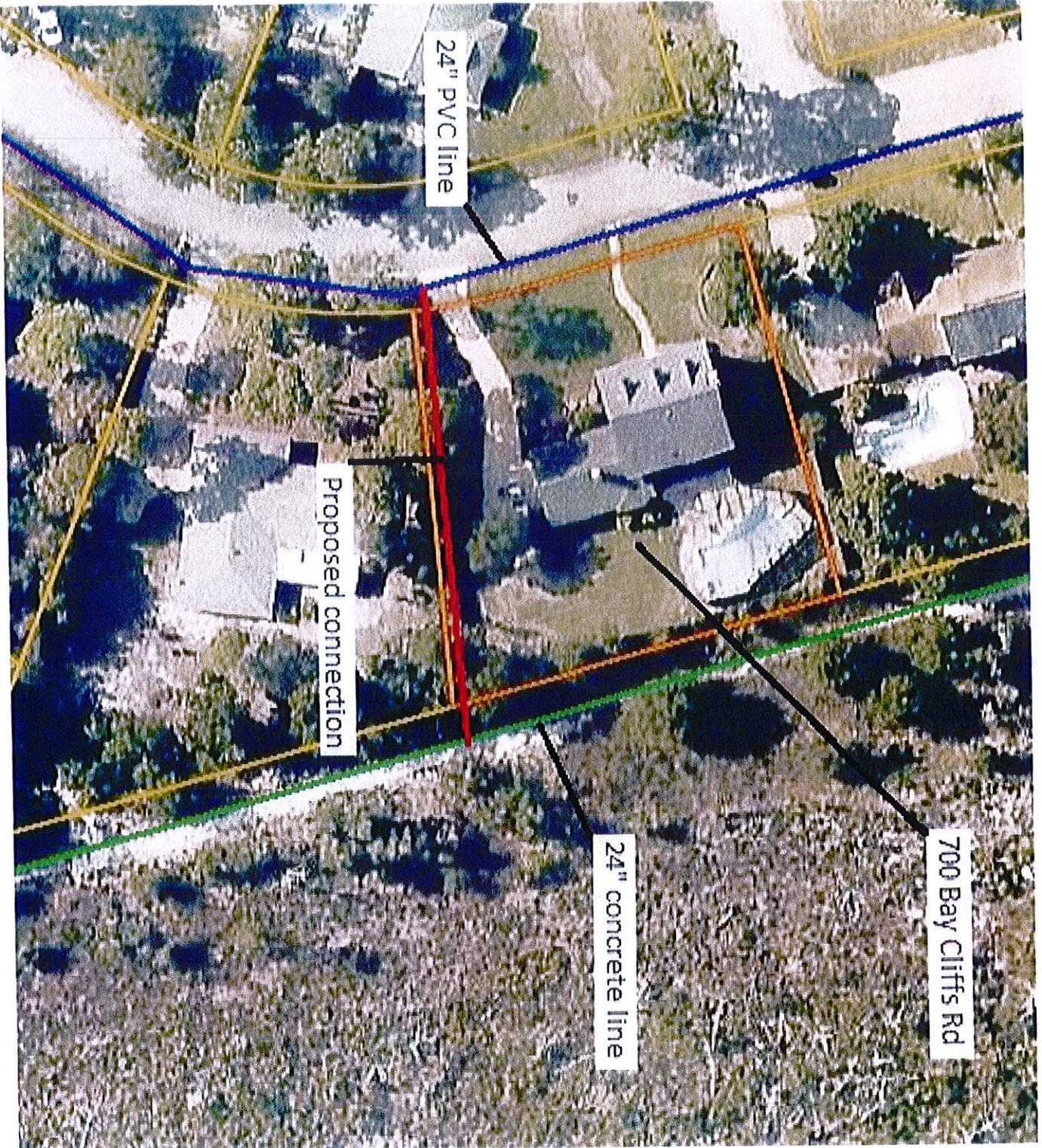


704 BAY CLIFFS RD



700 BAY CLIFFS RD

Dedicated Stormwater
Easement



24" PVC line

Proposed connection

24" concrete line

700 Bay Cliffs Rd



ENRIPPLY.BPFRK.COM

United States Department of the Interior

National Park Service
Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, Florida 32563



L7617 (GUIS-SRS)

September 25, 2014

Harrold Hatcher
Compliance Officer
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze Fl, 32562

Dear Mr. Hatcher,

Thank you for your letter regarding a storm water project on the city right of way on the western edge of the Navel Live Oaks district of Gulf Islands National Seashore(GINS) (right of way permit number RW 5320-87-002). After reviewing plans and a conducting a site visit, GINS will attach this letter to the ROW file, permitting the tie in of a new 24 inch drainage line from Bay Cliffs Road to the existing 24 inch line in the city right of way. Any installation must be constructed to allow for the passage of fire vehicles on the boundary. Please notify us of the final location of the tie-in, and at least 48 hours before construction begins. Please contact Cass Bromley, 850 916 3011 if you have any questions.

Sincerely,


Daniel R. Brown
Superintendent

TAKE PRIDE
IN AMERICA 



City of Gulf Breeze

To : Edwin A. Eddy, City Manager
From : Vernon L. Prather, Director of Public Services *V.P.*
Date : December 26, 2014
Subject : **Sewer Line Repair at 208 Florida Avenue**

The sewer line and manhole located at 208 Florida Avenue was damaged during the Flood of April 2014. The elevated water table in conjunction with submergence from flood waters has caused this section of pipe to become misaligned and leak soil and groundwater into the sewer system.

The manhole and misaligned pipe have caused an ongoing sinkhole in the surrounding asphalt since the flood in April, and video inspection has confirmed the need for additional repairs.

Staff has solicited quotes from contractors and obtained the following pricing:

Brown Construction of NWF:	\$11,600
Utility Service Company:	\$6,379
Warrington Utility:	\$14,550

Recommendation: City Council authorize Utility Services Company to repair the manhole and sewer line at 208 Florida Avenue for \$6,379.



City of Gulf Breeze

MEMORANDUM

TO: Vernon Prather, Director of Public Services
FROM: Dennis Durnil, Supervisor of Water and Sewer
DATE: December 26, 2014
RE: 200 block Florida Ave Sewer Main

Attached are the video inspection and memo along with quotes to replace a section of Florida Ave. 8" clay sewer main and section of roadway that has collapsed.

The SSRUS department had cut out fallen road and backfilled with clean fill, road base and cleaned dirt from main. A video inspection of main shows a large crack inside old repair and damage to pipe outside the repair.

This section of main needs to be repaired as soon as possible to avoid sewer back-ups and further erosion to the roadway

I agree with Sewer Collections staff to replace the 8" sewer main from the Manhole through the damaged area for \$6,379.00

Utility Service Co.-----\$6,379.00
Brown Construction of Northwest Florida Inc.-----\$11,600.00
Warrington Utility and Excavating Inc.-----\$14,550.00

Recommendation:

Utility Service Co. Remove and replace damaged sewer main and repair road for \$6,379.00

Attachments

Memo from staff
Video inspection report
Quoted prices for repairs

D.A.D.



City of Gulf Breeze

MEMO

To: Dennis Durnil, System Supervisor

From: Therran Gentry, Construction Foreman

Date: 12/17/2014

Re: 208 Florida Ave sewer repair

Dennis,

A portion of the clay sewer main in front of 208 Florida Ave is crumbling, leaving a large void that is taking in sand and groundwater, causing a sinkhole in the roadway. A repair has been made to this section of pipe recently and may be contributing to the infiltration as well. I obtained three quotes to excavate, replace pipe and reconnect to manhole with Utility Service Co. being the low bidder.

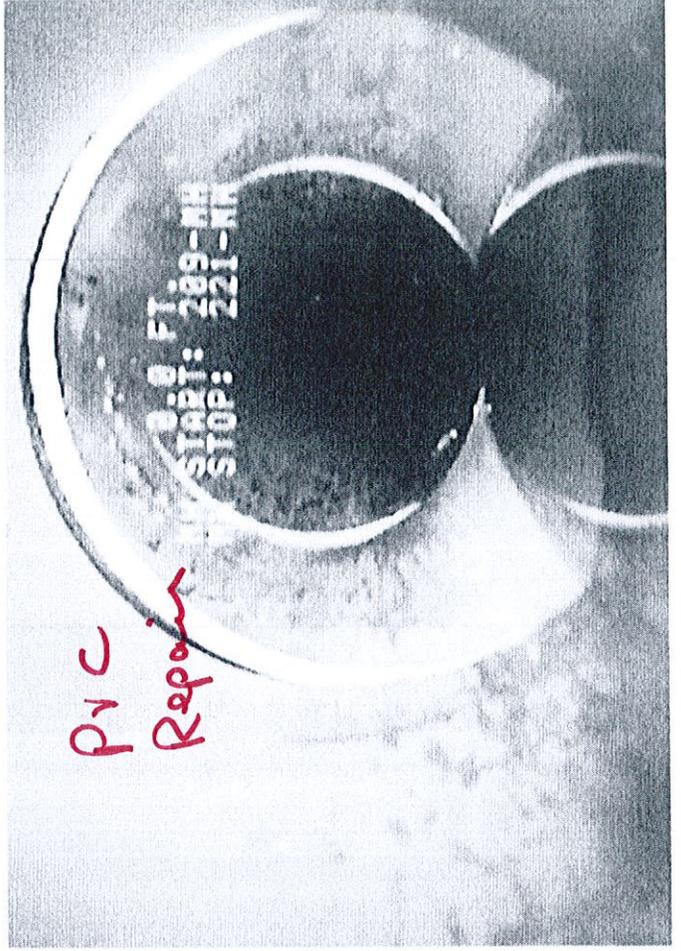
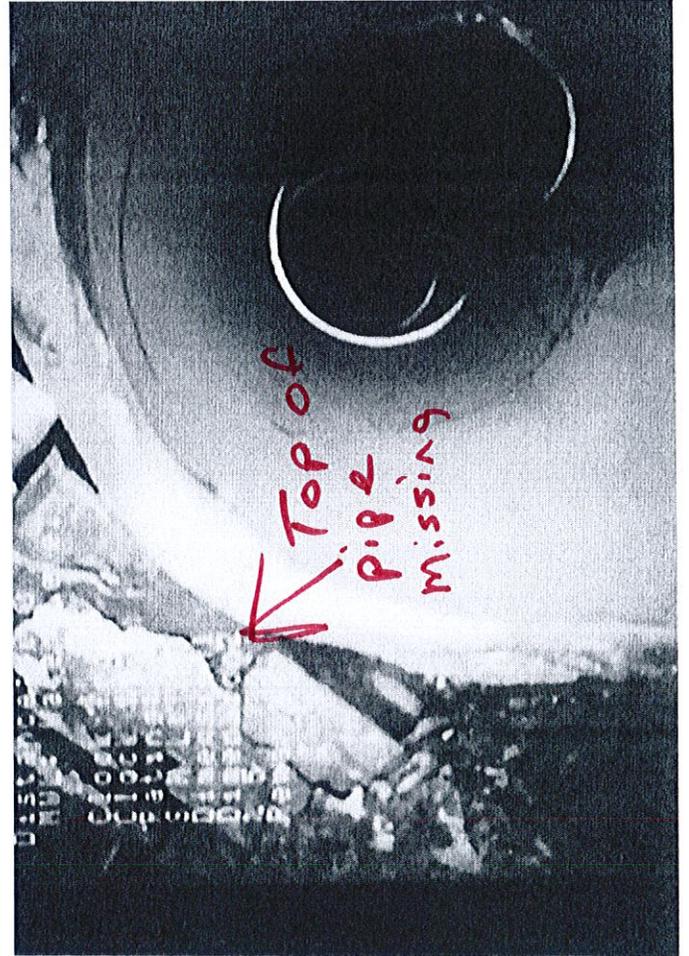
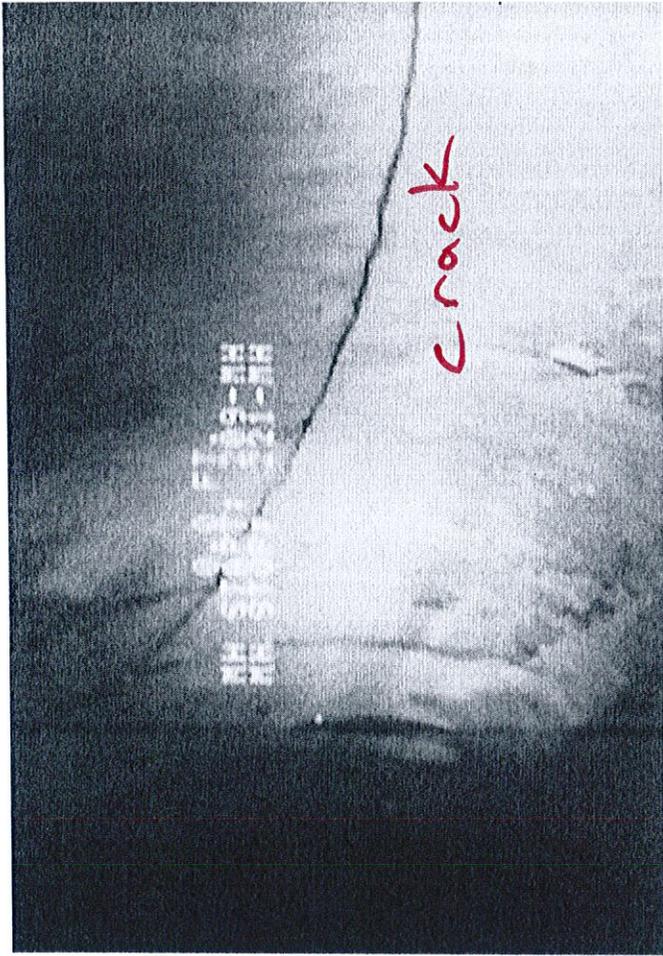
RECOMMENDATION

Award this work to Utility Service Company for the amount of \$6,379.00.

ATTACHED

Pictures and quotes

All within 10' of MH





Since 1995
 Certified General &
 Underground Utility Contractors
 CGC045510 CUC056748 AL44998



Therran Gentry
 City of Gulf Breeze

Re: 208 Florida Ave Sewer Main Repair

We are please to provide our price for the following scope of work on the above referenced project.

Main Repair

1	Remove and Replace 8" VCP w/ PVC	10	LF	
2	Connect to Existing Manhole	1	LS	
3	Roadway Replacement	1	LS	
				TOTAL \$ 11,600.00

Notes:

- 1 Items not specifically noted are excluded.
- 2 Removal & Replacement of Unsuitable Material is excluded.
- 3 Scope and price based on information provided by City of GB 11-25-2014.
- 4 Dewatering testing is excluded.
- 5 Relocation of other existing utilities is excluded.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "Gabe Jackson".

Gabe Jackson



UTILITY SERVICE CO.

December 4, 2014

City of Gulf Breeze, Florida
South Santa Rosa Utilities
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Therran Gentry
RE: 1416 Champions Green Sewer Repair
208 Florida Avenue Sewer Repair

QUOTATION

Item #	Description	Unit	Qty	Unit Price	Extension
1	1416 Champions Green	LS	1	\$ 6,379.00	\$ 6,379.00
2	208 Florida Avenue	LS	1	\$ 6,379.00	\$ 6,379.00
TOTAL					\$ 12,758.00

This Quote is based on discharging groundwater into the sanitary sewer system to avoid DEP complications.

Thank you for the opportunity.



Jordan Lee
Project Manager/Estimator



8401 Untreiner Ave.
Pensacola, FL 32534

Telephone: 850-476-2280
Fax: 850-476-2283
Email: wuedlggers@bellsouth.net

Underground Utility: CUC1224889
Fire Main: FPC11-000045

Bid Name: 208 Florida Ave Sewer Repairs

12/9/2014

Description	Quantity	Unit	Unit Price	Amount
1 Mobilization	1	ls		
2 Asphalt cut & patch	35	sy		
3 8" sd/35	10	lf		
4 Dewatering	1	ls		
5 8" tie into manhole	1	ea		
6 8" tie in	1	ea		
7 MOT	1	ls		
Grand Total				\$ 14,550.00

Please note price does not include the following:

- ** Any bond
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive
- ** Any fees (i.e. permits, tie-in, impact, layout, etc.)

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- ** Price subject to change due to any unforeseen circumstance, any utilities encountered that need altering, and/or any material inflation cost
- ** All utilities stop 5' from building and tie in by others



City of Gulf Breeze

DATE: December 17, 2014
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
RE: Repair of 24" Concrete Stormwater Pipe
At Intersection of Fairpoint and Highpoint Drives

The 24" stormwater pipe located at the NE corner of Fairpoint and Highpoint collapsed during the April 2014 flood causing soil to block the pipe and form a sink hole at ground level. This pipe conveys stormwater via gravity from the northern sections of Camelia and Navarre streets with ultimate discharge to Gilmore Bayou.

Subsequent investigation found that a manhole structure located near the intersection has settled and separated from the pipeline as evidenced in the attached photographs. Please note that the pipeline is approx. 8' deep and therefore de-watering is a strong possibility.

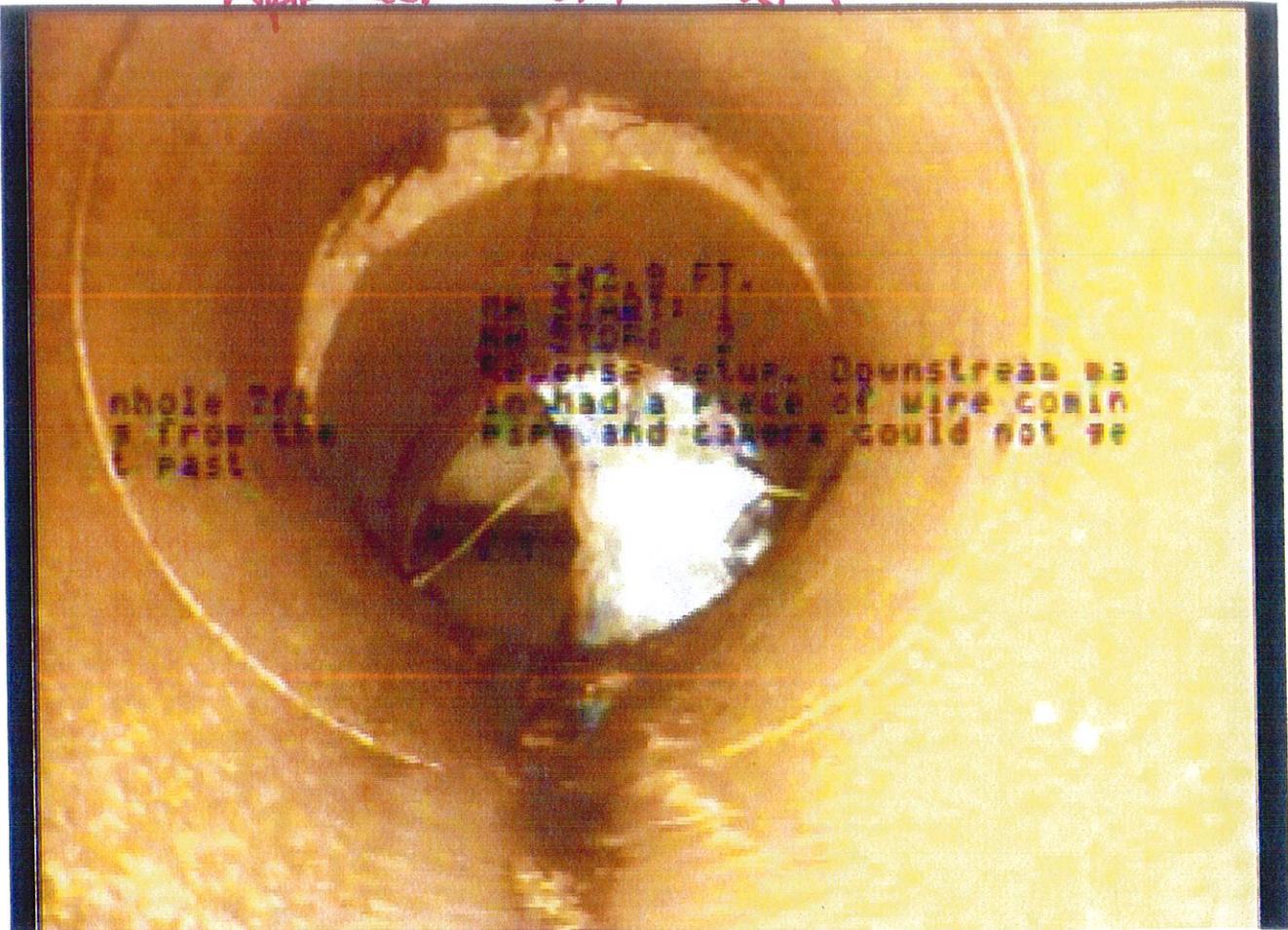
Staff developed a scope of work and solicited quotes from qualified contractors to replace the manhole structure which are listed below:

Brown Construction	\$ 35,273.62 (includes de-watering)
Utility Services Co.	\$ 41,057.60 (add \$9,708 for de-watering)
Warrington Utility	\$ 31,500.00 (includes de-watering)

We have been advised that there is a two week lead time for delivery of the manhole structure and Staff desires to advise Warrington Excavation, the low bidder, to proceed with ordering the structure. This will allow the City to substantially shorten the repair time, since the Council does not meet until January 5, 2015.

Recommendation: City Council retroactively authorize Warrington Utility & Excavation to repair the stormwater line at the intersection of Fairpoint and Highpoint Drives for \$31,500.

Approach from South



Approach from North





Since 1995
 Certified General &
 Underground Utility Contractors
 CGCO45510 CUC056748 AL44998



Therran Gentry
 City of Gulf Breeze

RE: Storm Drainage Repair at Fairpoint and Highpoint

We are please to provide our price for the following scope of work on the above referenced project.

Storm Drainage

1	Mobilization	1	LS	
2	Remove Existing Inlet and Damaged Piping	1	LS	
3	Furnish and Install 5' ID Storm Manhole	1	EA	
4	Connect back to Ex. 24" RCP	12	LF	
5	Asphalt Roadway Repair	1	LS	
				TOTAL \$ 35,273.62

Notes:

- 1 Items not specifically noted are excluded.
- 2 Removal & Replacement of Unsuitable Material is excluded.
- 3 Scope and price assume that work can be completed without impacting traffic on Fairpoint.
- 4 Scope and price assume that the extent of removal of the damaged piping is no more than 8' from the outside of the manhole.
- 5 Bypassing of Storm Drainage is excluded. Lines shall be plugged off for work to be performed.
- 6 Scope and price assumes that discharge can be placed back into system st nearest downstream location.
- 7 Gas Main is in the way. Scope and price excludes relocation of gas main.
- 8 Replacement of concrete sidewalk is excluded.
- 9 Engineering is excluded.
- 10 Although we will mobilize to the site as soon as possible, with our current commitments it may be February before we could begin work.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please call.

Sincerely,

Gabe Jackson



UTILITY SERVICE CO.

December 12, 2014 (Revised)

City of Gulf Breeze, Florida
 South Santa Rosa Utilities
 1070 Shoreline Drive
 Gulf Breeze, FL. 32561
 Attn: Mr. Therran Gentry
 RE: Highpoint Dr. and Fairpoint Drive Stormdrain Repair

QUOTATION

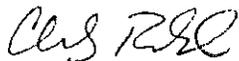
Item #	Description	Unit	Qty	Unit Price	Extension
1	Mobilization	LS	1	\$ 3,468.00	\$ 3,468.00
2	Excavate & Demo Ex. MH/Pipe	LS	1	\$ 5,112.00	\$ 5,112.00
3	New Manhole 5' DIA.	EA	1	\$ 8,986.00	\$ 8,986.00
4	36" RCP	LF	32	\$ 270.55	\$ 8,657.60
5	Asphalt Patch	LS	1	\$ 3,110.00	\$ 3,110.00
6	Thermo Stop Bar Repair	LS	1	\$ 500.00	\$ 500.00
7	R/W Restoration	LS	1	\$ 916.00	\$ 916.00
8	MOT	LS	1	\$ 600.00	\$ 600.00
Total					\$ 31,349.60

Additional items if needed.

1	Wellpointing System	EA	1	\$ 9,708.00	\$ 9,708.00
2	Wellpoint Discharge Driveway Ramps	EA	4	\$ 1,957.00	\$ 7,828.00
3	Stormwater Bypass Operation w/Driveway Ramps (4 Ea)	LS	1	\$ 7,408.00	\$ 7,408.00
Total					\$ 24,944.00

Thanks for the opportunity.

Quote is based on using City of Gulf Breeze provided pumps for stormwater bypassing if needed. USCO will provide fuel.



Charley Radford, Vice President
 Utility Service Co, Inc.

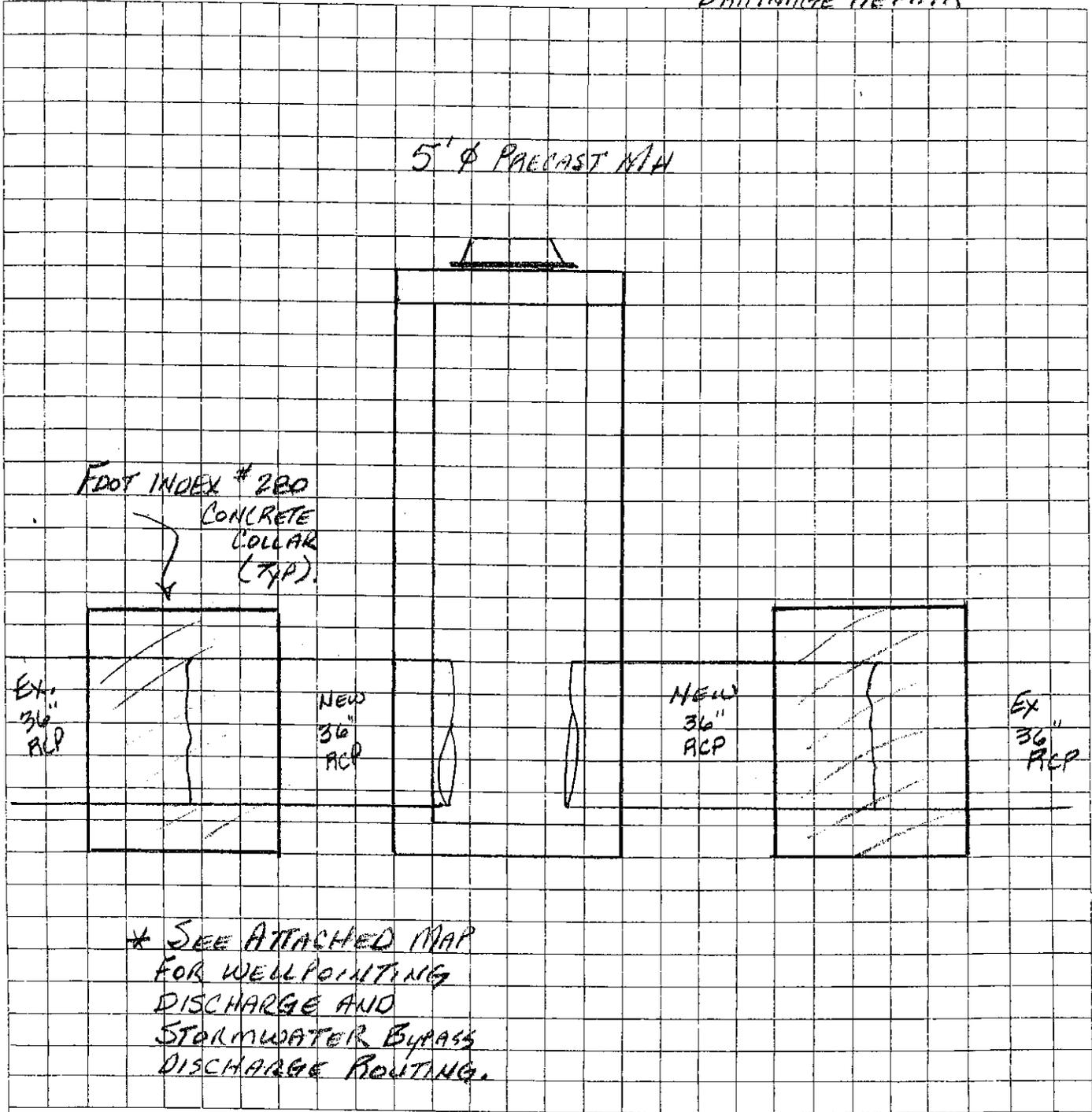
UTILITY SERVICE CO.

Date:

12-10-14

Project:

FAIRPOINT/HIGHPOINT
DRAINAGE REPAIR



Go gl

To see all the details that are visible on the screen, use the "Print" link next to the map.





Telephone: 850-476-2280
 Fax: 850-476-2283
 Email: wuediggers@bellsouth.net

8401 Untreiner Ave.
 Pensacola, FL 32534

Underground Utility: CUC1224889
 Fire Main: FPC11-000045

Bid Name: Highpoint & Fairpoint				12/11/2014
Description	Quantity	Unit	Unit Price	Amount
1 Mobilization	1	ls		
2 RCP, 24"	16	lf		
3 Junction box, 60"	1	ea		
4 Shoring	1	ls		
5 De-watering	1	ls		
6 Asphalt	30	sy		
7 MOT, 2 weeks only	1	ls		
8 Pour collars around pipe	2	ea		
Grand Total				\$ 31,500.00

Please note price does not include the following:

- ** Any bond
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- ** Any re-locating of gas
- ** Any trucking of contaminated water or fee's for pumping in sanitary sewer system

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- ** Price subject to change due to any unforeseen circumstance, any utilities encountered that need altering, and/or any material inflation cost
- ** Shoring is with trench box only, no sheet piling



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: December 26, 2014

RE: Replace Generator at Plantation Hill Lift Station

The 25 kw natural gas generator located at Plantation Hill L.S. (behind Andrews Institute) was submerged during the April 2014 flood. The unit was inspected after the flood and remained operational for a period of time.

The generator has recently stopped operating and developed a number of problems which repair cost exceeds the value of the unit considering its age (2006 manufacture) and current condition. We believe it is better to replace the unit as opposed to continue replace components. Known damages exceed \$3,000 for faulty circuit boards and disassembly of engine. Staff believes that the generator should be replaced to ensure reliable operation.

We purchased five used 30kw gas generators at a very cost effective price of \$7,500 each from Diesel Rebuild located in Gulf Breeze in March 2014. Staff has reviewed the cost for the same model, with similar use and found the typical price to be approximately \$10,000 per unit.

Diesel Rebuild will provide the same pricing (\$7,500) for the Plantation Hill replacement unit. The proposed replacement unit is identical to our previous purchase and is supplied with all shop and service manuals. These units are commercial grade, have less than 300 hours run time, aluminum enclosures and are extremely quiet. They previously served as backup power to cellphone towers.

This project is eligible for FEMA reimbursement as we have documented the generator's failure along with pictures depicting the submergence. We also plan to elevate the replacement generator mounting so that it will be less vulnerable to future flooding. We anticipate that City staff will install and connect the generator so that no additional costs are involved.

RECOMMENDATION: City Council authorize the purchase of One (1) used 30kw Katolight generator from Diesel Rebuild at a cost of \$7,500 to replace the damaged unit.

1333 College Parkway PMB 152
Gulf Breeze, FL 32563
Phone/ Fax: (850) 916-1550

Diesel Rebuild

To: Vernon Prather, Director of Public Services, City of Gulf Breeze, Florida

From : Stan Potts, Diesel Rebuild Services

Date: December 17,2014

RE: 30 KW Generator

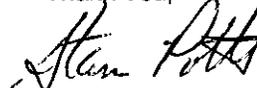
Diesel Rebuild is pleased to quote the purchase of 1- 30 KW Katolight commercial natural gas fueled generator to replace a damaged unit located at Plantation Hills subdivision. The unit provided will be equipped with a 3 phase circuit breaker and can be configured in a variety of voltages and phase outputs.

Factory operation and service manuals will be included
Delivery and unloading at the designated site is included in quote
Diesel Rebuild guarantees that the unit provided will perform to factory specifications

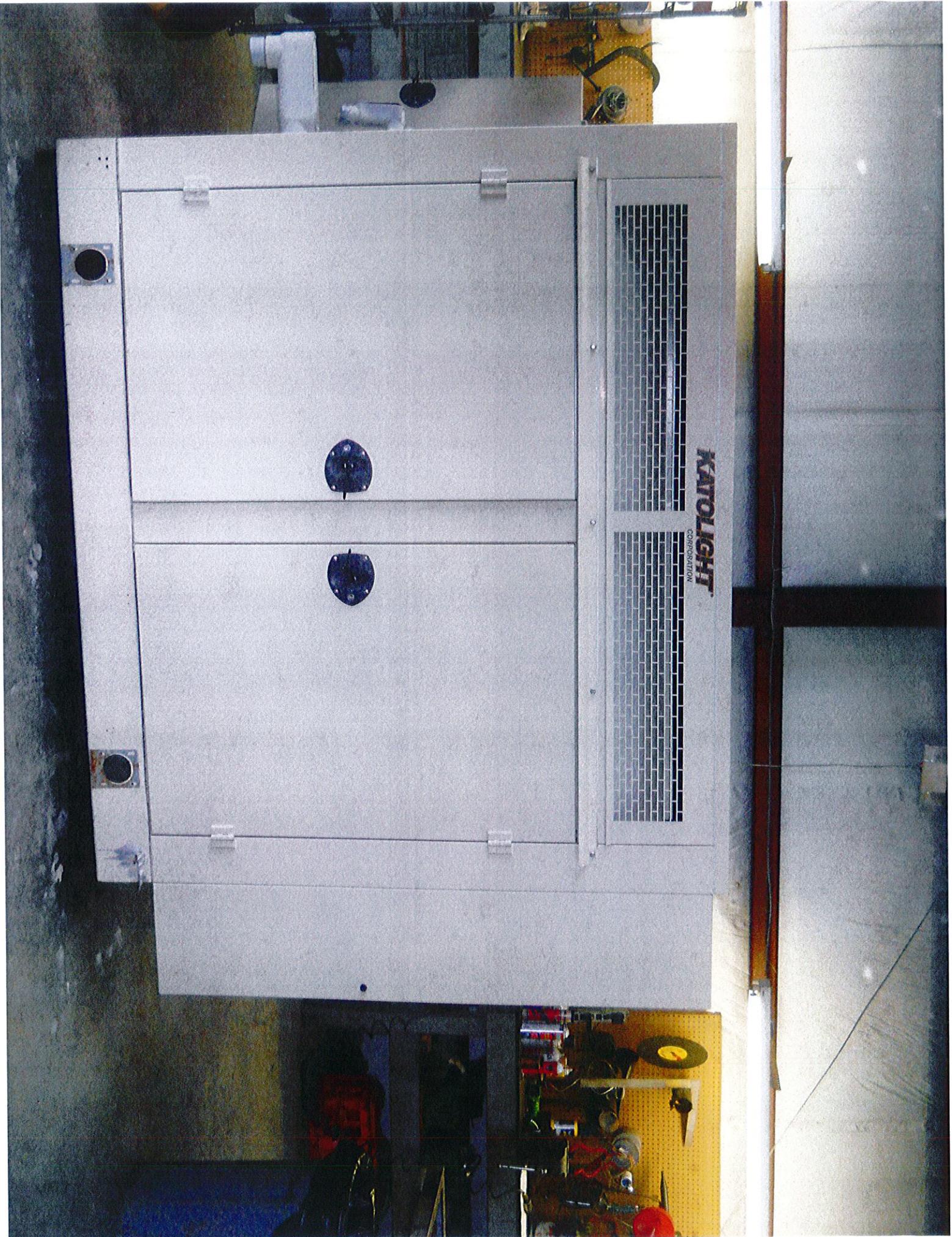
1- 30 KW Katolight generator

Total \$ 7500.00

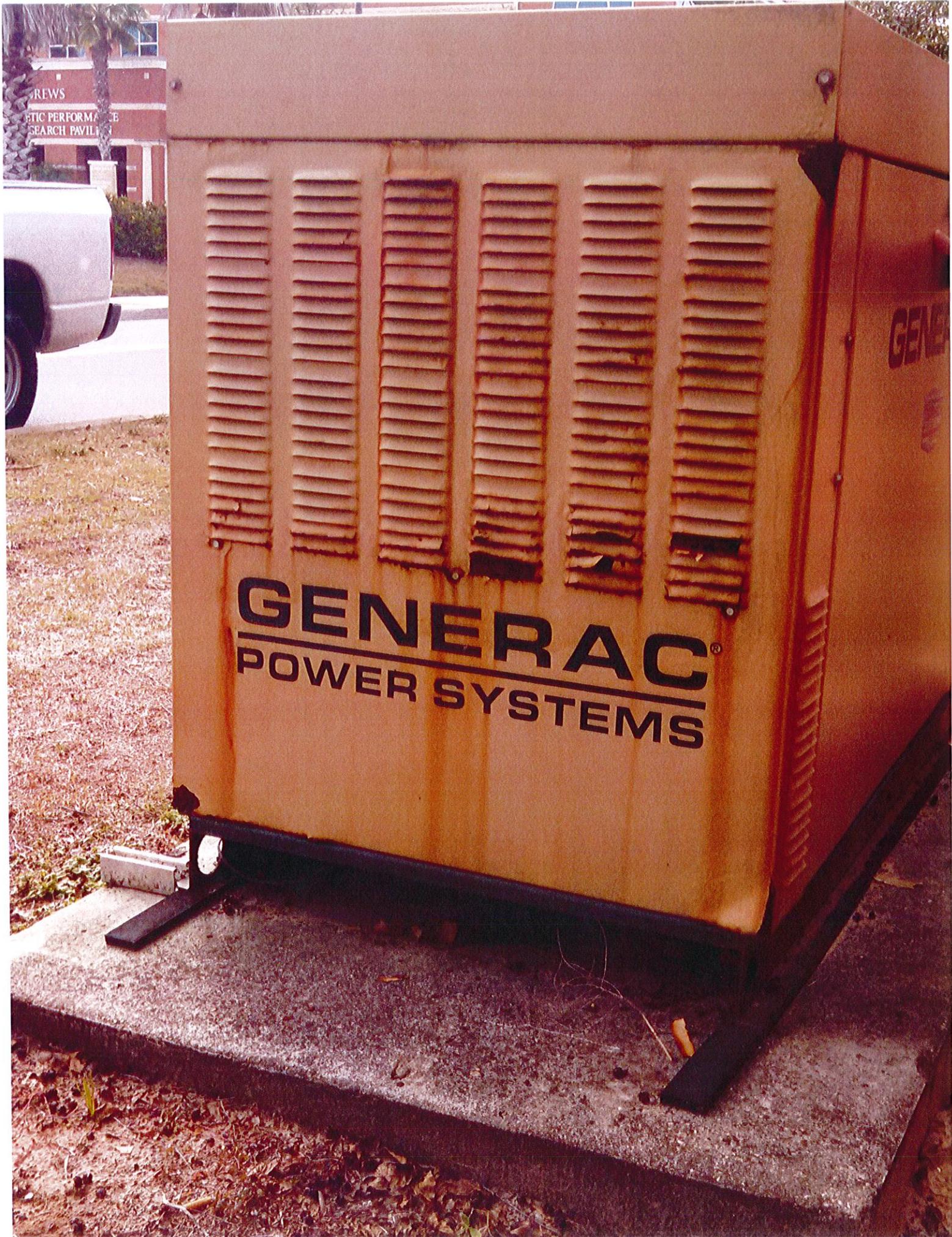
Thank You,



Stan Potts, owner



KATOLIGHT
CORPORATION



REWS
ETIC PERFORMANCE
RESEARCH PAVILION

GENERAC[®]
POWER SYSTEMS

WARNING



Generator will start automatically without notice.

To avoid personal injury:

- Place control panel switch in OFF position.
- Remove fuse or cover in power and battery charge.
- Handle negative battery cable.

WARNING



Small white label with illegible text, possibly a maintenance or safety note.



GENERATOR SET DATA

MADE IN USA

MODEL Q1025524JNSNA

SERIAL 4514183

RATED KW 25

RATED KVA 25

RATED AMPS 75

PHASE 3

RATED VOLTAGE 120 / 240

POWER FACTOR 0.8

HERTZ 60

ALT R.P.M. 1800

ENG. R.P.M. 1800

PRODUCTION DATE 08/25/06

ALTERNATOR SUBTRANSIENT REACTANCE 0.120

ALTERNATOR TRANSIENT REACTANCE 0.140

CLASS H ROTOR STATOR WINDING INSULATION AT 25°C

GENERAC POWER SYSTEMS, INC.
WAUKESHA, WI



ESTED
STATIONARY
ENGINE
GENERATOR
ASSEMBLY
11AM

US



City of Gulf Breeze

OFFICE OF THE MAYOR

Memorandum

To: City Council

From: Matt Dannheisser, Mayor

Date: 1/5/2015

Subject: Maintenance of Traffic Plan During Construction of New Pensacola Bay Bridge

The recent small FDOT repair projects on Highway 98 have yet again demonstrated that slight disruptions in traffic along Highway 98 can have profound adverse impacts upon our entire community. Even mild lane blockages can cause extended traffic gridlock. With construction of the new Pensacola Bay Bridge approaching, we should be mindful of the potential for extensive traffic interruption that may occur and take precautionary measures to safeguard against them.

It would be prudent for the City to prepare a plan for implementation by FDOT's bridge contractor that will maintain traffic during construction in such a manner that would minimize disruption to normal flow. Such a maintenance of traffic (MOT) plan could be presented for endorsement by other governmental bodies whose residents may likewise be affected by the bridge construction. The objective would be to arrive upon criteria to suggest for implementation as part of the design-build contract for the new bridge.

RECOMMENDATION:

I ASK THAT YOU NOT ONLY ENDORSE THE CONCEPT OF URGING THAT FDOT IMPLEMENT STANDARDS THAT WILL MINIMIZE DISRUPTION OF TRAFFIC WHILE THE BRIDGE IS BEING BUILT, BUT ALSO DIRECT STAFF TO RESEARCH THE MATTER AND PRESENT TO THE COUNCIL A MOT PLAN FOR THE BRIDGE REPLACEMENT PROJECT.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From : *Bry* Edwin A. Eddy, City Manager

Date : December 26, 2014

Subject: **Mitigation and Compensation, Replacement of Pensacola Bay Bridge**

The City received the attached letter from the Florida Department of Transportation requesting acceptance of efforts to be undertaken during the construction of the replacement bridge to mitigate impacts on Wayside Park. The impacts and proposed mitigation are described in the letter.

The Mayor and City Council directed a response be sent to FDOT which is attached. The construction of the replacement bridge will cause Wayside Park to be closed completely for about four (4) years. We will have a completely different park at the completion of the project. Two examples of the magnitude of the change are:

1. An area about 230 feet in length from the existing boat ramp southward to the end of the public park property will be modified with rip rap and a seawall. Presently, this area is easily accessible to waders, paddle boards and kayaks; and
2. The new bridge will be built such that vehicles will be able to travel from one side of U.S. 98 to the other under the bridge. If the boat ramp remains in its existing location, the conflicts between boating traffic launching and retrieving and traffic traversing through the park will result in an unsafe traffic situation.

Rather than accept the proposal by FDOT as described in their letter, we recommended a comprehensive mitigation and compensation package be developed. Efforts in this direction undertaken by staff to date have yet to result in an overall agreement satisfactory to the City and FDOT. We believe a consultant team with experience in similar endeavors would be more effective.

We have discussed this effort with Larry Newsome, former Escambia County Assistant Administrator and consulting engineers Baskerville-Donovan. The attached scope of work was designed to prepare a program to be used by the Mayor and staff in meetings with FDOT to represent the City's concerns. Mr. Newsome would coordinate preparation of the plan and assist in presenting it to FDOT.

The estimated cost of the work by the consulting engineers is not to exceed \$19,000. Mr. Newsome is interested in undertaking his part for the City to “stay busy” while he is between positions. We will work out equitable compensation arrangements with him for approval by the Council as the project develops.

As the project will benefit the Downtown Redevelopment Area, we believe funding could come from CRA funds.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET MONDAY, JANUARY 5, 2015 AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE THE PREPARATION OF A MITIGATION AND COMPENSATION PROPOSAL BY BASKERVILLE-DONOVAN FOR AN AMOUNT NOT TO EXCEED \$19,000.



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, FL 32428

ANANTH PRASAD, P.E.
SECRETARY

September 22, 2014

Mr. Edwin A. Eddy
City Manager
P.O. Box 640
1070 Shoreline Drive
Gulf Breeze, FL 32562-0640

**RE: Pensacola Bay Bridge Project Development and Environment (PD&E) Study,
Financial Project Identification Number: 409334-1-22-02
Escambia and Santa Rosa Counties**

Dear Mr. Eddy:

We thank you for your ongoing cooperation during the Pensacola Bay Bridge PD&E Study and the City's recent letter in support of the Department's preferred Central West alternative for the location of the replacement bridge. Based upon the results of the public hearing testimony and the comments received from public officials, state and federal agencies, and the general public, the Department's final recommendation for the replacement bridge is the Central West alternative.

As part of the Section 4(f) Evaluation for permanent use and temporary occupancy of Gulf Breeze Wayside Park, the Federal Highway Administration (FHWA) requirements place emphasis on coordination with the public official(s) having jurisdiction over the Section 4(f) property. A desired result of the coordination effort is securing the City of Gulf Breeze's concurrence to not only the Department's recommended alternative but also the proposed mitigation for the unavoidable impact to the Gulf Breeze Wayside Park property.

The purpose of this letter is to identify the major design features of the Department's recommended Central West Alternative and the mitigation commitments associated with the impacts to Gulf Breeze Wayside Park. These commitments will be conveyed to the FHWA and incorporated into the project's Final Environmental/Section 4(f) document. Furthermore, the commitments identified herein will be included in the design-build contract requirements that the Department will issue for the completion of the project. The identification of these design features and commitments will ensure that the issues resolved through the Section 4(f) process will not be substantially modified without the City's consent.

Description of Central West Alternative

The Department plans to construct the Central West Alternative as shown in the concept plans for the Recommended Alternative contained in Appendix B of the project's *Preliminary Engineering Report (PER)*. Figure 1 attached hereto replicates the Central West Alternative concept plan in the vicinity of Wayside Park. In each direction of travel the roadway approach to the twin bridges will consist of three (3) vehicular lanes, a bike lane adjacent to the outermost travel lane, and a shared-use path that is separated from the main vehicular lanes. The vehicular travel lanes will be separated by an approximate 30 foot wide median. The twin bridges that cross Pensacola Bay will be extended over landfall and each bridge will consist of three (3) vehicular travel lanes bordered by left and right shoulders, with a shared use path adjacent to the outside shoulder.

The Central West Alternative has the following unavoidable impacts to Gulf Breeze Wayside Park:

1. Approximately 1.35 acres of land permanently acquired from the west side of the park;
2. Displacement of 18 parking spaces for vehicles and trailers;
3. Modifications of the east side and west side access connections to US 98;
4. Due to construction activities for the replacement bridge, temporary construction easements of approximately 1.5 acres and 1.46 acres within the east and west sides of Gulf Breeze Wayside Park, respectively. This temporary occupancy of Gulf Breeze Wayside Park is in addition to the permanent use of 1.35 acres.

Proposed Mitigation for Section 4(f) Permanent Use and Temporary Occupancy

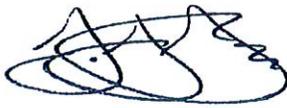
As a result of the above named unavoidable impacts to Gulf Breeze Wayside Park, the Department commits to the following mitigation measures:

1. Provide replacement parking for the 18 displaced boat launch parking spaces by reconstructing a portion of the existing parking lot and extending the bridge southward by six spans of approximately 90 feet each. The reconfigured parking beneath the bridge includes a pull-through driveway for boat-launching vehicles, 18 vehicle-trailer parking spaces, and approximately 28 additional standard parking spaces.
2. Reconstruct the existing boat launch parking area, including a new asphalt surface and pavement markings.
3. Reconstruct the two entrance roadways on each side of the park.
4. Re-landscape the park at locations mutually agreeable to the City and the Department. The landscaping will be maintained by the City of Gulf Breeze.
5. Remove the utility/maintenance building that is just north of the pavilion area of the park.
6. Provide a pedestrian connection between the east and west areas of Wayside Park in the general area of the existing connection.

7. Provide non-motorized paths across the new Pensacola Bay Bridge, thereby connecting the Pensacola Wayside Park with the Gulf Breeze Wayside Park.
8. Continued coordination with the City of Gulf Breeze during the design and construction phases of this project.

The Department of Transportation values your participation and we thank you for the cooperation that you have demonstrated throughout the development of this project.

Sincerely,



J. Brandon Bruner, P.E.

City of Gulf Breeze concurrence:

As the City Manager of Gulf Breeze, I acknowledge that the construction of the Pensacola Bay Bridge replacement project will have unavoidable impacts to Gulf Breeze Wayside Park, and that the Florida Department of Transportation mitigation plan as described herein has been coordinated with the City of Gulf Breeze staff and elected officials. As such, the City of Gulf Breeze and the Florida Department of Transportation have performed all reasonable planning for the minimization of impacts to the park; and that the commitments stated herein are acceptable as mitigation for the unavoidable impacts to Gulf Breeze Wayside Park.

M. Edwin A. Eddy, City Manager

Date

Gulf Breeze, Florida



City of Gulf Breeze

OFFICE OF THE MAYOR

November 19, 2014

Tommy Barfield
District Secretary
Florida Department of Transportation
1074 Highway 90
Chipley, FL 32428

Dear Secretary Barfield,

On behalf of the Gulf Breeze City Council, thank you for the letter Brandon Bruner sent us requesting our concurrence with the alternative corridor selected as we near the end of the PD & E study on the replacement of the Pensacola Bay Bridge. Mr. Bruner's letter also requests the City to agree that the impacts of the bridge replacement project on our City park are unavoidable and that the mitigation plan as described in the letter is acceptable.

Throughout this project, your staff, the consultants from Reynolds, Smith and Hills and the City have worked hard to communicate on issues and concerns from both sides. We hope to continue to do so throughout the design and construction process.

In Mr. Bruner's letter, a copy of which is attached for easy reference, the following "unavoidable impacts" are listed along with proposed measures to mitigate those impacts. We have added comments:

1. *Extend the bridge southward to provide for replacement of 18 boat trailer parking spaces lost and 28 additional parking spaces.* This mitigation measure allows for continued existence and use of Wayside Park West and provides for safer and easier access and connectivity between east and west.
2. *Reconstruct the existing boat launch parking area including a new asphalt surface and pavement markings.* This is not a mitigation measure. The parking area on the west will be a heavily impacted staging area during construction of the bridge. Resurfacing and reconstruction of the parking lots would be expected as part of the restoration of the park after construction.

3. *Reconstruct the two entrance roadways on each side of the park.* This is not a mitigation measure. State law requires reasonable access to adjacent properties especially 4(f) properties that currently have reasonable access.
4. *Re-landscaping the park at locations mutually agreeable to the City and the Department. Landscaping will be maintained by the City.* This does not seem to be bridge mitigation. State law requires 1.5% of the budget for this project to be spent on landscaping, specifically in "bold" or "high profile" locations. The Department and the City have had good success with previous projects implemented under this program which are maintained by the City.
5. *Remove the utility/maintenance building just north of the pavilion area of the park.* We do not see this as a significant mitigation measure. Removal of this building will likely facilitate movement of equipment and materials during the construction process.
6. *Provide a pedestrian connection between the east and west areas of Wayside Park in the general area of the existing connection.* Replacement of an existing sidewalk with a like facility is not a mitigation measure to be counted against other facilities lost.
7. *Provide non-motorized paths across the new Pensacola Bay Bridge, thereby connecting Pensacola Wayside Park with Gulf Breeze Wayside Park.* There are numerous reasons why the construction of a non-motorized path across the new bridge, on both sides, makes sense including pedestrian safety, compliance with the ADA and to temporarily accommodate four lanes of traffic and barrier walls when traffic must use a single bridge. This is not a mitigation measure for impacts on Gulf Breeze Wayside Park.
8. *Continued coordination with the City during the design and construction phases of this project.* This is really not a mitigation measure rather it is good policy and a continuation of our relationship during the PD&E phase.

We suggest instead the Mitigation measures below to address the unavoidable impacts on Gulf Breeze Wayside Park. These measures should not delay the design build construction process in any way.

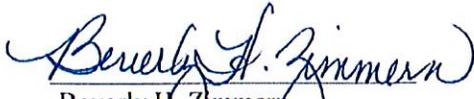
1. The Department's preferred concept plan shows what will be an intersection at the location of the existing boat ramp. Improved parking and access will result in more traffic using the ramp and the roadway which traverses the park. Increased traffic and pent up demand will result in a need for a relocated, safer, larger boat ramp facility. Based on design/construction plans as they develop the City will design, permit and construct a new boat ramp in a safe location. Compensation for this project will be negotiated with the Department.

2. According to the PD&E study, the project will require 1.35 acres of right-of-way which currently functions as a waterfront park. Development of a suitable area/facility to replace the area lost will be expensive and difficult. Compensation will be negotiated with the Department.
3. There will be no public use of Wayside Park for more than three years. This includes the boat ramp, the fishing pier, the eastern pavilions, the promenade on the west and the undeveloped shoreline. According to the Department's environmental assessment document, additional easements may be required. This is unknown until the next phase of the project. The City would reserve the ability to negotiate compensation for alternative measures when all the impacts are known.
4. According to concepts shown in the PD&E study, 230 feet of shoreline, south of the boat ramp will be lost to public access which includes both passive and active uses. A seawall and rip rap in this location will eliminate use by walkers, paddle boarders, kayakers and canoes. Development of an alternative area for these uses is likely to be complicated and expensive. Compensation will be negotiated with the Department.
5. Pedestrian connectivity in the area described above from Wayside Park to the commercial areas to the south will be eliminated as a result of the new access road. A boardwalk may be possible to allow pedestrians to traverse the 230 feet from the boat ramp south to the commercial area. This is a replacement project not an enhancement. Alternative measures to be designed, permitted and constructed by the City. Compensation will be negotiated with the Department.
6. To further and more adequately address the taking of right-of-way which results in a loss of park property, the City intends to seek permission from the USACOE and the FDEP to add a seawall to the east of Wayside Park. If the project is permitted, FDOT will direct Design/Build contractor to place bridge rubble in the area for land reclamation.
7. The replacement bridge will likely have twice the impervious surface of the existing facility. Considerable storm water will be added to the Bay. The City desires to partner with the Department to mitigate the impact of this additional storm water on the Bay. The City will develop a list of drainage mitigation projects complete with project descriptions. The City will design, permit and construct the projects. Compensation to the City will be negotiated as part of a mitigation agreement between the City and the Department.

8. The City requests the Department require the Design/Build contractor to convene monthly "maintenance of traffic" or "transportation system management" meetings during the construction period and include the City in those meetings. Appropriate "transportation system management" practices should be included in the Design/Build contract. For example:
- Placement of signs or ITS warnings on I-10 and/or I-110 to provide real time information to drivers concerning blockages or slow downs.
 - Implementation of aggressive incident management response team (such as Road Rangers) to clear breakdowns.
 - Design/Build contractor and FDOT would monitor special events (Mardi Gras, July 4th Blue Angels air show) and manage construction activity accordingly.

It is the City's intent to work cooperatively with the Department on this critical project. We believe it is necessary to negotiate a mitigation grant with FDOT to address the issues briefly touched upon in this letter. We look forward to commencing this process immediately at your convenience.

Sincerely,


Beverly H. Zimmern
Mayor, City of Gulf Breeze


Matt E. Dannheisser
Mayor Elect, City of Gulf Breeze

BHZ:lg

Cc: City Council

Renee Bookout, Councilwoman Elect, City of Gulf Breeze
Edwin A. Eddy, City Manager
Michael J. Stebbins, City Attorney
Curt Carver, Deputy City Manager

TASK ORDER
FOR
CITY OF GULF BREEZE
THREE MILE (US 98) REPLACEMENT PROJECT MITIGATION ALTERNATIVES

INTRODUCTION:

The intent of this project is for the City of Gulf Breeze to develop a mitigation proposal for submittal to the Florida Department of Transportation (FDOT). The proposal will identify and prioritize needed city stormwater drainage improvements in residential areas and develop design recommendations related to the southern bridge landing and wayside park recreational needs. FDOT, in a letter dated September 22, 2014, identified the recommended landing alternative as the Central West Alternative and provided details on the permanent and temporary impacts expected to Wayside Park. The City of Gulf Breeze responded in a letter dated November 19, 2014, with concerns of the proposal from FDOT and a general mitigation request. This project will identify each request from the City of Gulf Breeze, add cost estimates where needed, appraisal of any property lost, and conceptual exhibits to ensure a clear example of each request. Each mitigation request will identify the reason, cost and expected results.

SCOPE OF WORK:

Task 1: Schedule a Kick off Meeting with the City Manager, staff, and consultants to ensure clarity on the scope and establish a critical path to ensure deadlines are met. There will be some preparation time for this meeting and the duration of the meeting is expected to be about two hours in length. The meeting will include two senior engineers from Baskerville-Donovan, Inc. (BDI) The fee for Task 1 is proposed on an hourly basis not to exceed \$1,000.

Task 2: Identify and prioritize neighborhood drainage projects. Supply aerial photos, estimated design fees, and Engineers Opinion of Probable Construction Cost. These identified projects are to reduce storm water damage to personal property. These residential areas have experienced on going flooding problems and were exaggerated during the April 2014 flood. BDI has previously worked extensively with the City on the stormwater related issues including submittal of priority projects for potential funding through Project RESTORE. Most of this work has been previously completed and the task should only involve the creation of exhibits. BDI proposes to complete this task for a lump sum fee of \$2,000.

Task 3: BDI was previously tasked by the City of Gulf Breeze to identify and evaluate potential stormwater management facility locations or treatment options to serve the proposed bridge widening and provide recommended pond locations or treatment options that would meet the treatment mitigation criteria. Those recommendations were submitted and BDI was further tasked to provide design and permitting of each of those proposed mitigation projections. One of those projects is nearly 60% complete while the others have become questionable due to apparent incompatibility with the

TASK ORDER
FOR
CITY OF GULF BREEZE
THREE MILE (US 98) REPLACEMENT PROJECT MITIGATION ALTERNATIVES

City's future master plan. This task will involve the coordinated effort of BDI and City staff to identify final projects to move forward with projects that will meet the stormwater mitigation treatment criteria. BDI will provide cost estimates to complete the design and engineering services along with an Engineers Opinion of Probable Construction Cost for the drainage project solutions submitted as alternative mitigation to the reduction of storm water impacts to the Bay. BDI proposes to prepare exhibits for presentation to FDOT on a lump sum basis of \$2,000.

Task 4: Refer to the PD&E sheet number 2-50, figure 2.3.5B, 100 year storm protection (attached). This task is to provide conceptual alternatives to show the following:

- Provide options to the 230 feet west shoreline to allow pedestrian traffic direct connection between Wayside Park and the commercial area directly south.
- Provide an appraisal of the 1.35 acres that will be permanently lost to the City of Gulf Breeze. If the City of Gulf Breeze desire, BDI shall work with an appraisal firm to acquire an Appraisal of the 1.35 acres that will be permanently lost to the City of Gulf Breeze. (At the City's discretion, this can be completed direct by the City.)
- Work with the City of Gulf Breeze to determine if any additional mitigation should be considered based on the temporary loss of 1.5 and 1.46 acres.
- Provide preliminary cross section options to allow recreational access along the west side 230 feet being proposed to be restricted by a seawall and rip-rap. The recreational use would take into consideration use by paddle boarders, kayakers, etc.
- Provide conceptual layouts of the boat ramp and parking area showing the relocation of the existing ramp to a more northern location and options of one or two additional ramps. Provide conceptual layouts for the parking lot circulation to ensure vehicles with trailers can maneuver within the park area.

BDI proposes to provide these services for a lump sum fee of \$7,000. If the City of Gulf Breeze desires, BDI shall engage the services of an appraisal firm to acquire an appraisal of the 1.35 acres of the park that will be permanently lost to the City of Gulf Breeze. The fee for this effort of work will be in addition to the fee stated for this task.

Task 5: Prepare approved bound copies of the presentation to present to the City Manager, City Council, and Florida Department of Transportation. BDI will provide these services on a lump sum basis of \$2,000.

Task 6: It is understood that Mr. Larry Newsom will be presenting this document to the City of Gulf Breeze, City Council and FDOT. It is anticipated that this task will involve, at a minimum, three meetings with the City of Gulf Breeze and two meetings with FDOT. BDI will provide technical representation at

TASK ORDER
FOR
CITY OF GULF BREEZE
THREE MILE (US 98) REPLACEMENT PROJECT MITIGATION ALTERNATIVES

these meetings upon the request of Mr. Newsom with approval of the City. This task will be provided on a time and material basis for a fee not to exceed \$5,000 without further authorization from the City.

The total scope of work, including hourly and lump sum fees is not to exceed \$19,000.

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.

CITY OF GULF BREEZE



Richard W. Delp, CSI, CDT
Project Manager

Edwin A. Eddy
City Manager

Date: 12-17-14

Date: _____



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk 

Date: 1/2/2015

Subject: Board of Adjustment Board Member Appointment

Due to a vacancy on the Board of Adjustment, the following board appointment is needed:

Appoint Jeanne Scott from an alternate to a full time board member to replace Renee Bookout. Mrs. Bookout was elected to the City Council and was sworn into office on December 10, 2014.

Two Alternates are needed on the BOA.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE ABOVE RECOMMENDATION FOR APPOINTMENT TO THE BOARD OF ADJUSTMENT.



City of Gulf Breeze

OFFICE OF THE MAYOR

Memorandum

To: City Council

From: Matt Dannheisser, Mayor

Date: 1/5/2015

Subject: Assignment of Supplemental City Council Duties

As we begin the New Year, I would like to make various assignments of responsibilities that are collateral to our Council duties. One of my objectives is to significantly increase the scope of our reach into the community by having members of the City Council directly involved with certain organizations that are vital to our City's wellbeing. Although this may increase the time demands upon each of you, I think that the community will be well served by the enhanced involvement. Among the particular areas of participation upon which I would like us to improve our focus are military affairs, Chambers of Commerce, and school activities. With those thoughts in mind, I ask that you endorse the following assignments:

David Landfair:

- Military Affairs Liaison (This assignment includes service on the military affairs committees of the Gulf Breeze Chamber of Commerce, the Pensacola Area Chamber of Commerce and the Santa Rosa Chamber of Commerce as well as other appropriate military-related organizations. The objective of this assignment is to enable the City to have greater input in and understanding of military affairs that affect our community.)
- Gulf Breeze Sports Association Board of Directors
- Tourism Development Council
- Park Advisory Board

Cherry Fitch:

- Education Affairs Liaison and City Council representative to the PTSO's of GBHS, GBMS and GBES. (Recognizing that the three public schools in our City are the cornerstone to a vibrant community, it will be beneficial for the Council to have direct representation on school-related matters.)
- Gulf Breeze Area Chamber Board of Directors
- City Council representative on committees and tasks forces relating to Master Planning (including implementation thereof) and Comprehensive Plan
- Bay Area Resource Council

Joe Henderson:

- Development Review Board
- Architectural Review Board
- South Santa Rosa Utility Board (City Council Member position)
- Regional Utility Board
- Santa Rosa County Utility Board

Renee Bookout:

- Alternate to the Florida-Alabama Transportation Planning Organization

Matt Dannheisser:

- Capital Trust Agency
- Florida-Alabama Transportation Planning Organization
- Fairpoint Regional Board
- Santa Rosa County Utility Board (Mayor position)

RECOMMENDATION:

THAT THE CITY COUNCIL ENDORSE THE ASSIGNMENT OF SUPPLEMENTAL CITY COUNCIL DUTIES AS LISTED.