

**GULF BREEZE CITY COUNCIL  
EXECUTIVE MEETING AGENDA**

**FEBRUARY 11, 2015  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS**

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Santa Rosa County Local Restore Act Request for Proposals
- B. Discussion and Action Regarding Special Event Application by St. Ann's Catholic Church for their Annual Palm Sunday Processional on Sunday, March 29, 2015.
- C. Discussion and Action Regarding Special Event Application by the American Diabetes Association for their Annual Family Fun Ride Bicycle Event.
- D. Discussion and Action Regarding Grant Application by the Dog Lovers Group for Construction of a Gazebo at the Dog Park.
- E. Discussion and Action Regarding Approval of Ordinance 01-15 Pertaining to Vehicle Signage.
- F. Discussion and Action Regarding Authorization of the Washington Street Stormwater Lift Station Transmission Lines by Gulf Power.
- G. Discussion and Action Regarding Repair of Washout in Gulf Island National Seashore (GINS) by Utility Service Company.
- H. Discussion and Action Regarding Natural Gas Conversion Assistance Loan to Travel Lodge.
- I. Discussion and Action Regarding Mower Replacement.
- J. Discussion and Action Regarding Stormwater Drainage Project Change Order for Relocation of Water Mains.
- K. Discussion and Action Regarding Approval to Paint the Fire Departments Humvee and Purchase a Portable Forestry Pump.
- L. Discussion and Action Regarding Revised TEFRA Report for Tuscan Gardens, Capital Trust Agency Financing.
- M. Discussion and Action Regarding Payment of Master Planning Invoice from Vanasse Hangen Brustlin.

- N. Discussion and Action Regarding Establishing and Maintaining Travel Per Diem Policy.
- O. Discussion and Action Regarding Amendment of City's Code regarding Disposal of Surplus Property.
- P. Discussion and Action Regarding Revision of City Manager Employment Contract.
- Q. New Items
- R. Information Items
- S. Public Forum
- T. 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 recognition from the Chair.**

February 5, 2015

Honorable Matt Dannheiser, Mayor  
City of Gulf Breeze  
1070 Shoreline Dr  
Gulf Breeze, FL 32561

RE: Restore Act Request For Proposals

Mr. Mayor,

I would like to request an item be added to the next meeting agenda of the Gulf Breeze City Council. I intend to respond to the request for proposal from the Santa Rosa County Local RESTORE Council (LRC). I propose to request funding to install municipal sewer system in Santa Rosa Park and Old Trail Estates subdivisions and adjacent neighborhoods.

These neighborhoods are located east of the City of Gulf Breeze and north of Naval Live Oak Reservation National Park. Over 150 homes are included in the area, all of which use onsite septic tanks. This request to your Board/Council is to support a grant to install a municipal sewer system in these neighborhoods.

I feel this proposal will meet the environmental and infrastructure criteria required by the LRC. I am requesting a letter of support to include with my submittal.

Thank for consideration of this matter. Please contact me if you have any questions.

Sincerely,



T. Roland Brown, P.E.  
2132 Reservation Rd  
Gulf Breeze, FL 32563  
(850) 932-3665  
buzzardbay@att.net

Cc: Buz Eddy, City Manager  
Thomas Brown, Jr



## ***Gulf Breeze Police Department***

**311 Fairpoint Drive  
Gulf Breeze, FL 32561**

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief *RH*

Ref: Special Event Application

Date: January 29, 2015

St Ann's Catholic Church has submitted a special event application for their annual Palm Sunday Processional from Wayside Park to the Church. The event will be held on Sunday, March 29, 2015 from 2:00pm - 3:30pm. Approximately 100 people will participate in this event. The Church will hire an off duty officer to assist with crossing the roadways. On duty officers will assist if needed.

**RECOMMENDATION: That the City Council approve the St Ann's Catholic Church application.**



## ***Gulf Breeze Police Department***

**311 Fairpoint Drive  
Gulf Breeze, FL 32561**

**Chief Robert Randle  
Deputy Chief Rick Hawthorne**

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

### **City of Gulf Breeze Special Event**

**Packet Includes:**

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

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

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

**At least (30) days prior to the special event**

Robert Helbert      1-27-15  
Applicant's Signature      Date



## ***Gulf Breeze Police Department***

***311 Fairpoint Drive  
Gulf Breeze, FL 32561***

***Chief Robert Randle  
Deputy Chief Rick Hawthorne***

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

### **City of Gulf Breeze**

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

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

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.
- (h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Robert Hebert 1-27-15  
Applicant's Signature Date

[Signature] 1-29-15  
Police Department's Approval Date

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

1-27-15  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name St. Ann Catholic Church  
Address 100 Daniel Dr. Gulf Breeze, FL

2. PERSON REQUESTING PERMIT:

Name Robin Hebert  
Address 100 Daniel Dr. Gulf Breeze, FL  
Phone 932-2859, ext 246

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

Name Robin Hebert  
Address same as above  
Phone " "

4. DATE, HOURS AND LOCATION OF EVENT:

March 29, 2015 - Palm Sunday Procession  
begin at Wayside Park, end at St. Ann  
Catholic Church, 2:00 pm - 3:00 pm

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

large group procession  
walking on sidewalk along Hwy 98, carrying  
cross and playing music/reciting "stations of  
the cross", no vehicles used, approximately  
75-100 people in attendance.

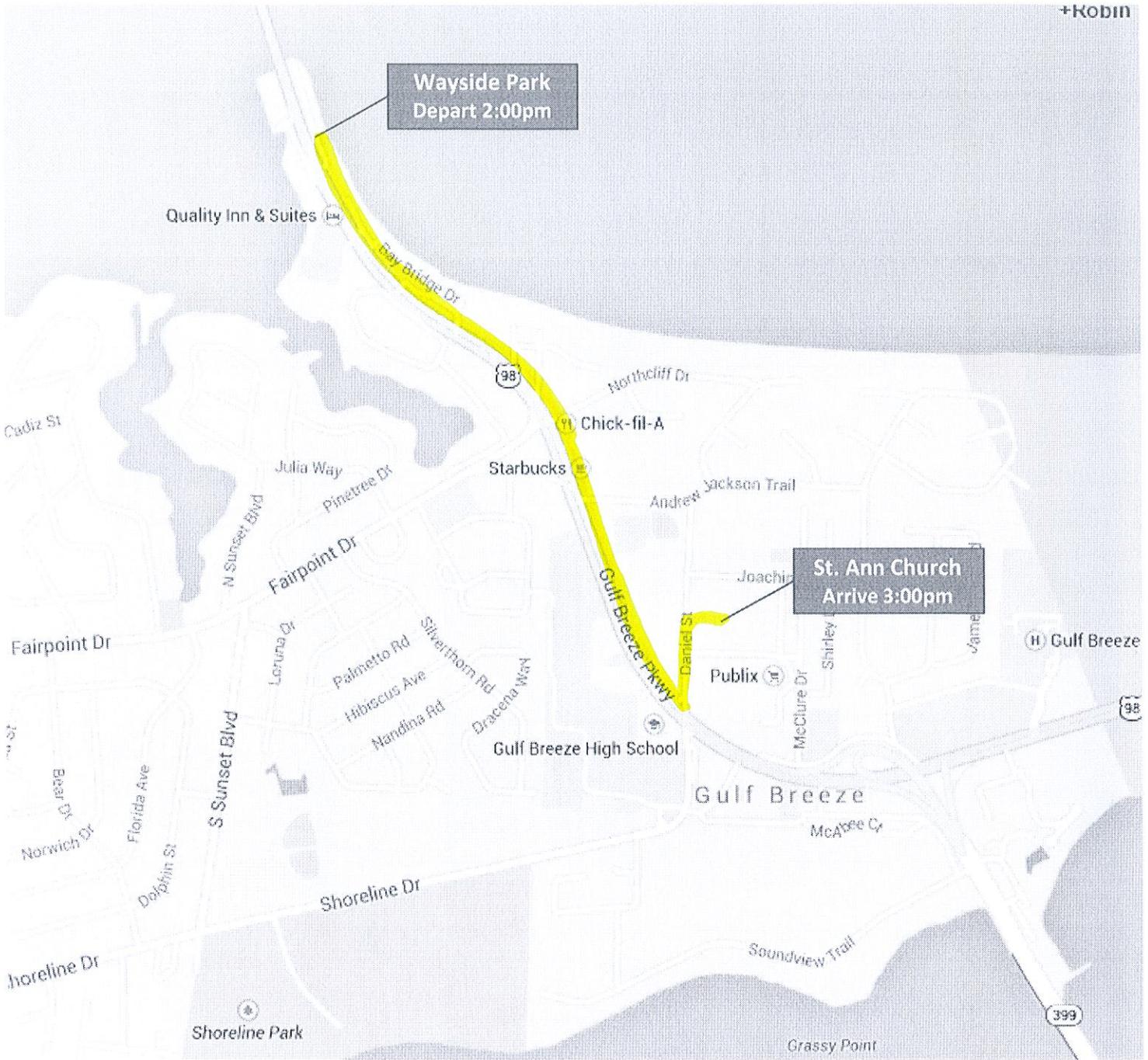
Robin Hebert / 1-27-15  
Applicant's Signature/Date

[Signature] 1-27-15  
Police Department's Approval/Date

\_\_\_\_\_  
City Manager's Approval/Date

# Palm Sunday Procession

March 29, 2015





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc.  8333 NW 53rd Street Suite 600 Miami, FL 33166	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: UNDERWRITERS AT LLOYDS LONDON</td> <td>15792</td> </tr> <tr> <td>INSURER B: LM INS CORP</td> <td>33600</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792	INSURER B: LM INS CORP	33600	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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<b>INSURED</b> DIOCESE OF PENSACOLA ST. ANN PARISH 100 DANIEL STREET  GULF BREEZE, FL 32561															

**COVERAGES**                      **CERTIFICATE NUMBER:** 39012428                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PK1006813	04/01/14	04/01/15	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PK1006813	04/01/14	04/01/15	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED      RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	EW5-65N-289881-014	04/01/14	04/01/15	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Limits shown for insurer A are inclusive of defense and insured retention.

The certificate holder is an Additional Insured solely with respect to the General Liability coverage referenced to permit for the procession from Bayside park to St. Ann Church.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF GULF BREEZE  MR. ROBERT RANDALL P.O. BOX 640  GULF BREEZE, FL 32562  USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**SUPPLEMENT TO CERTIFICATE OF INSURANCE**

**DATE**  
03/28/2014

**NAME OF INSURED:** DIOCESE OF PENSACOLA  
ST. ANN PARISH



## ***Gulf Breeze Police Department***

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Interim Chief *RH*

Ref: Special Event Application

Date: January 30, 2015

The American Diabetes Association has submitted an application for their annual family fun ride bicycling event. The event will occur on March 21, 2015 from 7:30am to 10:30am. Approximately 100 riders are expected to complete the 62 mile course. The 62 mile course for the event has changed and the race will begin on Pensacola Beach at the Casino Beach Parking lot. The riders will travel across the Bob Sikes Bridge, onto Hwy 98 and into Pensacola. The riders will return from Pensacola, travel the Fairpoint/ Shoreline loop, get back on Hwy 98 and proceed back to Pensacola Beach. The other shorter courses will stay on Pensacola Beach. ADA will hire two off duty officers to assist with traffic control.

**RECOMMENDATION: That the City Council approve the ADA special event application.**



# *City of Gulf Breeze*

POLICE DEPARTMENT

PETER R. PAULDING  
*Chief of Police*

ROBERT C. RANDLE  
*Deputy Chief of Police*

## CITY OF GULF BREEZE

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

Applicant must provide at least (30) days prior to the Special Event:

- (a) The name, address, and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.
- (h) Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.

Special Event Application

Page 2

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Lynne Crawford      1/19/15  
Applicant's Signature      Date

[Signature]      1-30-15  
Police Department's Approval      Date

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

1/19/15

Date Submitted

**1. ORGANIZATION BEING REPRESENTED:**

Name American Diabetes Association  
Address 12385 Sorrento Rd #A-2 Pensacola, FL 32507

**2. PERSON REQUESTING PERMIT:**

Name American Diabetes Assoc. - Lynne Cranford  
Address 12385 Sorrento Rd #A-2 Pensacola, FL 32507  
Phone 850-712-9194 cell 850-492-6100 x3131 (office)

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

Name Lynne Cranford  
Address 12385 Sorrento Rd #A-2 - Pensacola, FL  
Phone 850 492-6100 x3131 850-712-9194

**4. DATE, HOURS AND LOCATION OF EVENT:**

3-21-2015 7:30 AM - 10:30 AM approximate

**5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:**

Start/finish location Margateville Beach Hotel  
Riders will ride 1 of 4 routes - 1 route will ride Highway 98 thru G.B. to PWS and return.  
Gulf Coast Tour de Cure is the largest fundraising event for the Northwest Florida American Diabetes Assoc. Funds raised thru Tour will support the mission of the American Diabetes Assoc. "to prevent + cure diabetes and improve the lives of all people affected by diabetes."

Lynne Cranford 1/19/15  
Applicant's Signature/Date

[Signature] 1-30-15  
Police Department's Approval/Date

\_\_\_\_\_  
City Manager's Approval/Date

# American Diabetes Association® **Tour de Cure® 2015**

Gulf Coast Tour de Cure

Saturday, March 21, 2015

Starting and Finish Location – Margaritaville Beach Hotel

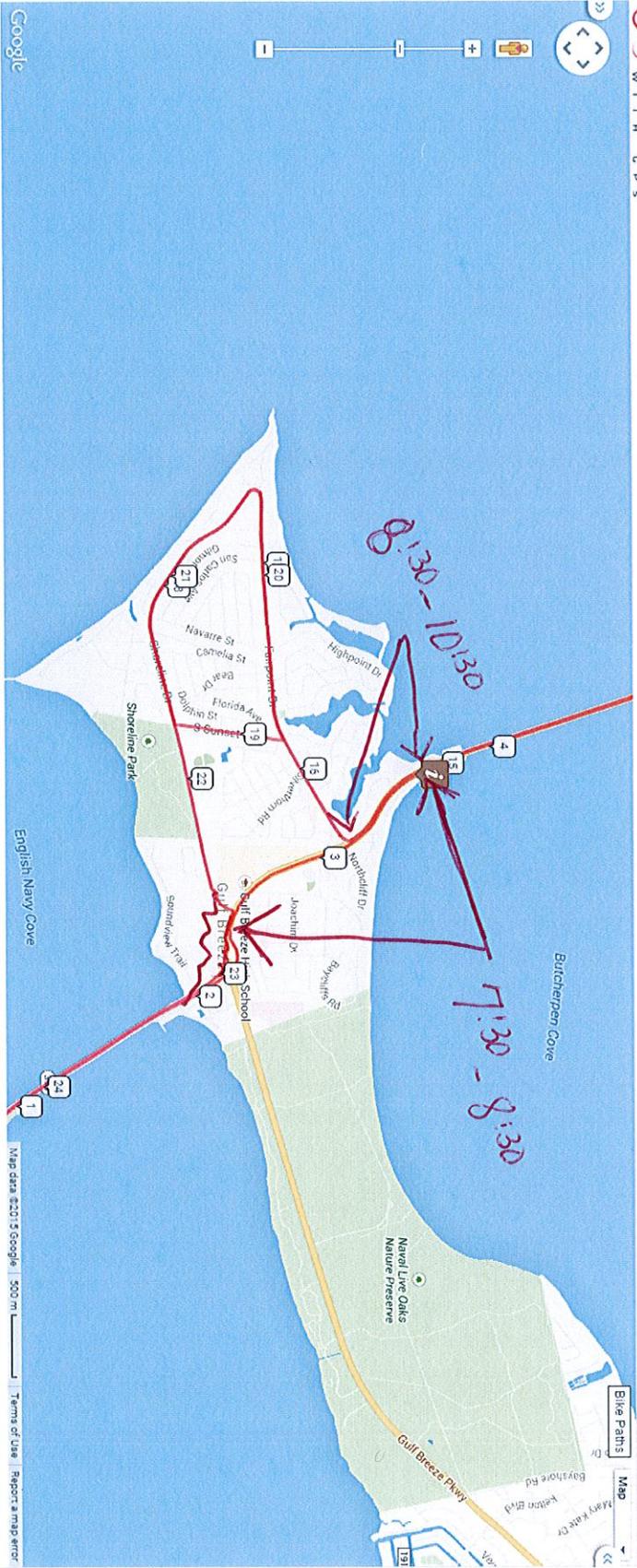
Route Length	Check-In Time	Start Time
61 Mile Route	6:30 AM	7:30 AM
36 Mile Route	6:30 AM	8:15 AM
18 Mile Route	7:00 AM	9:30 AM**

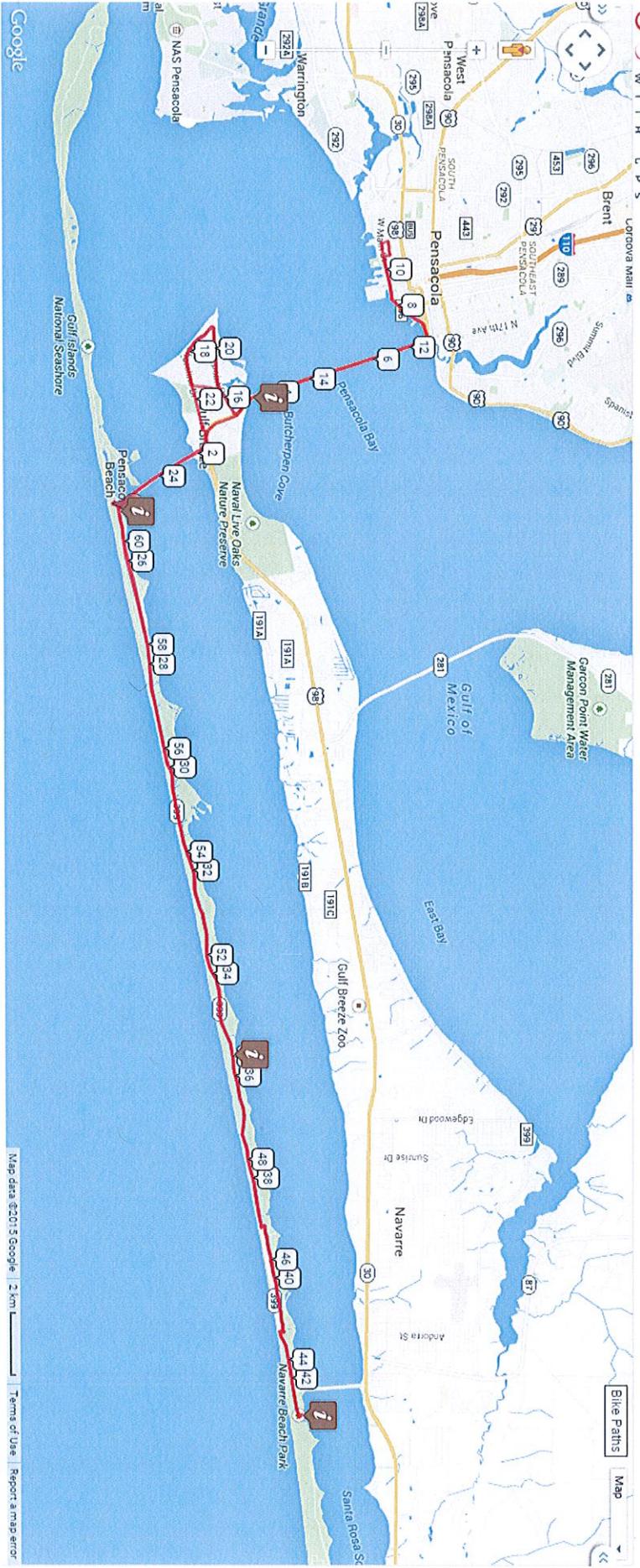
\*\* 18Mile Ride begins at Navarre Beach Pavilion

We are requesting to have Gulf Breeze Police Service at the foot of the bridge coming from Pensacola Beach at the curve (See map) and also at the Gulf Breeze side of the 3-Mile Bridge going into Pensacola until the last rider passes. Once last rider has passed, provide Police Service at the foot of the 3-Mile Bridge coming into Gulf Breeze.

Contact Lynne Cranford

850-712-9194







# City of Gulf Breeze

Office of City Manager

## MEMORANDUM

To : Mayor and City Council  
From : *Buzy* Edwin A. Eddy, City Manager  
Date : February 5, 2015  
Subject: Gazebo within Dog Park

The Gulf Breeze Dog Lovers group assists the public that uses the City's Dog Park by maintaining the Park, organizing work days, and raising money for various improvements. The group has worked with Eagle Scouts on major improvement programs. The group has become aware of grants available through a local organization known as Gulf Breeze Will Do. The Dog Lovers Group, headed by local resident Amy Marco has developed a plan for the eventual development of the Dog Park which includes a small gazebo inside the fence. The purpose of this gazebo will be to serve as a gathering place out of the sun for the people at the park with their dogs.

We believe the range of costs for the gazebo are as follows:

Design	\$ 1,200
Concrete slab	\$ 1,800
Structure and roof	<u>\$ 7,000</u>
Subtotal	\$10,000
Contingency	\$ 2,000
Total	<u>\$12,000</u>

Grant applications to Will Do can be leveraged by matching funds. It may move the Dog Lovers' application to the top if the City were willing to match the grant funds. In this case, the City's match could be 50% of the total costs, not to exceed \$6,000. The matching funds could come from the City's reserve for capital projects.

### RECOMMENDATION:

**THAT THE CITY COUNCIL ENDORSE THE GRANT APPLICATION BY THE DOG LOVERS GROUP FOR CONSTRUCTION OF A GAZEBO AT THE DOG PARK WITH A CASH MATCH OF 50% OF THE TOTAL COSTS OF THE DESIGN AND CONSTRUCTION COSTS, NOT TO EXCEED \$6,000.**

(850) 934-5100 • FAX (850) 934-5114

POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562



# City of Gulf Breeze

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 2/3/2015

**Subject:** Vehicle Signs

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At the City Council meeting on February 2<sup>nd</sup>, the City Council passed the enclosed ordinance regarding vehicle signage on its first reading. The approved motion also directed that a public hearing and second reading of the ordinance be scheduled for February 17<sup>th</sup>.

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

**Recommendation:** That the City Council approve Ordinance 01-15 regarding vehicle signage as presented at its Second Reading on February 17, 2015 after the close of the public hearing.

Enclosure

**ORDINANCE NO. 01-15**

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO VEHICLE SIGNS ALONG THE RIGHTS-OF-WAY OF GULF BREEZE PARKWAY, PENSACOLA BEACH ROAD, SHORELINE DRIVE, AND FAIRPOINT DRIVE; CREATING SECTION 18-77(C) OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze has the responsibility to protect the health safety and welfare of its residents and visitors; and,

**WHEREAS**, the City of Gulf Breeze had adopted certain rules and regulations relative to stopping, standing and parking of vehicles; and,

**WHEREAS**, the City Council has recently undertaken steps to help revitalize and enhance the appearance of the commercial district.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Gulf Breeze, Florida, as follows:

**SECTION 1** - Section 18-77(c) is hereby created:

- (c) No person shall locate, place, store, or park a vehicle sign on private property within one-hundred (100) feet of the right-of-way on Gulf Breeze Parkway, Pensacola Beach Road, Shoreline Drive, and/or Fairpoint Drive. For the purpose of this section, a vehicle sign shall mean any sign pertaining to or associated with any business which is attached, painted, glued, adhered, fastened, screwed, nailed, wrapped or otherwise affixed or applied to parked vehicles, including but not limited to passenger vehicles, pick-up trucks, trailers, box trucks, cargo trucks, step vans, panel vans and tractor trailers. In those instances where a parcel or parking lot's size, placement or design precludes the ability to locate, place, store or park a vehicle sign the required minimum distance of one-hundred (100) feet or more from the right-of-way, then the vehicle sign shall be located as far away from the right-of-way as possible. The following vehicles are exempt from this section:
- (1) Authorized government vehicles;
  - (2) Authorized emergency vehicles;
  - (3) Any vehicle being temporarily loaded or unloaded;
  - (4) Vehicles that are associated with active construction and which have been issued a valid building permit, development order or right-of-way construction permit; or,

**ORDINANCE 01-15**

Page 2 of 2

- (5) Any vehicle with a sign less than ten (10) square feet per side (twenty (20) square feet including both sides of the vehicle).

**SECTION 2 - SEVERABILITY**

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

**SECTION 3 - CONFLICT**

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

**SECTION 4 - EFFECTIVE DATE**

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE 2<sup>ND</sup> DAY OF FEBRUARY, 2015.

ADVERTISED ON THE 5<sup>TH</sup> DAY OF FEBRUARY, 2015.

PASSED ON THE SECOND READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Leslie Guyer, City Clerk



# City of Gulf Breeze

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 1/29/2015

**Subject:** Vehicle Signs

---

At the Executive Meeting on January 28<sup>th</sup>, the City Council approved placing the ordinance regarding vehicle signage on the Council agenda for February 2<sup>nd</sup>. Enclosed is the ordinance and accompanying staff memoranda. Please note that the Interim City Attorney suggested making one change to the ordinance and this copy has been revised accordingly. The revision is minor and is "red-lined" for easy identification.

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

**Recommendation:** That the City Council approve the enclosed ordinance adopting a revised investment policy for the City on a First Reading on February 2, 2015 and hold a public hearing on February 17, 2015 and approve it on a Second Reading on that date.

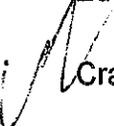
Enclosures



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: January 22, 2015

SUBJECT: **ORDINANCE 01-15**

Pursuant to the City Council's direction, staff has prepared an ordinance relative to vehicle signs. The ordinance establishes that a vehicle sign is any sign pertaining to or associated with any business which is attached, painted, glued, adhered, fastened, screwed, nailed, wrapped or otherwise affixed to parked vehicles, including but not limited to passenger vehicles, pick-up trucks, trailers, box trucks, cargo trucks, step vans, panel vans and tractor trailers. According to the draft, any vehicle sign will have to be parked 101 feet or more from the right-of-way along Gulf Breeze Parkway, Pensacola Beach Road, Shoreline Drive and Fairpoint Drive.





Staff also added language to the ordinance that address smaller parcels and parking lots where the 100 foot exclusion would be unattainable (i.e. Flowerama). In those instances, the vehicle sign must be located as far away from the right-of-way as possible.

ORDINANCE 01-15 MEMO  
PAGE 3

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 01-15 ON THE FIRST READING ON FEBRUARY 2, 2015 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON FEBRUARY 17, 2015.**

CSC  
Attachments



# City of Gulf Breeze

## MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER

FROM:  CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES

DATE: DECEMBER 23, 2014

SUBJECT: COMMERCIAL PARKING

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As you are aware, we have been working the issue regarding the parking of large box trucks, panel vans and delivery vehicles in the commercial district along Gulf Breeze Parkway. They really serve as added signage for the businesses. The issue was first brought to our attention in April; however, due to the flood event it fell off our radar. Now that we are back on the road to recovery, we can revisit the issue.

Currently, our Code of Ordinances (Code) does contain language that prohibits the use of a vehicle for advertisement purposes; however, it does not prohibit them if they are used in day-to-day operations.

### Sec. 18-77. - Parking in certain uses prohibited.

- (a) No person shall park a vehicle, as defined in section 18-90, upon any street or right-of-way on Gulf Breeze Parkway, Pensacola Beach Road, Shoreline Drive and Fairpoint Drive, or any vacant lot, public park or parking lot for the principal purpose of:
- (1) Displaying such vehicle for sale;
  - (2) Displaying advertising;
  - (3) Repairing or maintaining such vehicle, except repairs necessitated by an emergency (this provision would not apply to businesses in a C-1 zoning district which have a primary purpose of vehicle repair); or
  - (4) Selling merchandise from such vehicle except when so authorized or licensed under the ordinances of the city.

We reached out to other cities in Florida to see how they address the issue and found that many of them have regulations similar to ours. However, some jurisdictions have taken additional measures. The measures run the full spectrum but here is the list of the most common:

**Distance** -- Establishes a required distance the vehicles must be parked from the edge of the street or in some cases the right of way. The typical distance was 50 feet.

- Usage –** Stipulates which business classifications are allowed to permanently park delivery vehicles on their property. For example, a furniture store would be permitted to park a large box vehicle on site, as it is understood this is within their scope of services. On the flip side, for a music teacher's studio or ice cream shop it would not be permissible.
- Area –** The advertisement on the box trucks or other similar type vehicles is counted towards their overall sign area.
- Time Limit -** Establishes a time limit on the amount of time they are allowed to park. We found it varied by jurisdiction and ranged from 24 to 72 hours.
- Prohibition -** Large delivery vehicles are prohibited from being permanently parked on site.

Some of these would be more problematic to enforce than others. The most common of the additional measures is the establishment of a minimum parking distance; consequently, it would be the easiest to implement and enforce.

Staff is recommending that a minimum distance be established for the parking of large box trucks, panel vans or delivery vehicles in the commercial district which serve as added signage for the businesses along principal arterial streets (Gulf Breeze Parkway) and minor arterial streets (Pensacola Beach Road). To help gauge an adequate distance, staff has included overhead aerials of the Live Oak Village Shopping Center and Gulf Breeze Shopping Center with the distances of 50 feet and 100 feet superimposed on them.

**RECOMMENDATION:** *THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE A DRAFT ORDINANCE THAT WOULD ESTABLISH A MINIMUM DISTANCE THAT LARGE VEHICLES MUST BE PARKED AWAY FROM A RIGHT-OF-WAY ALONG ANY PRINCIPAL ARTERIAL STREET (GULF BREEZE PARKWAY) OR MINOR ARTERIAL STREETS (PENSACOLA BEACH ROAD).*

ORDINANCE NO. 01-15

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO VEHICLE SIGNS ALONG THE RIGHTS-OF-WAY OF GULF BREEZE PARKWAY, PENSACOLA BEACH ROAD, SHORELINE DRIVE, AND FAIRPOINT DRIVE; CREATING SECTION 18-77(C) OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has the responsibility to protect the health safety and welfare of its residents and visitors; and,

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations relative to stopping, standing and parking of vehicles; and,

WHEREAS, the City Council has recently undertaken steps to help revitalize and enhance the appearance of the commercial district.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1 - Section 18-77(c) is hereby created:

- (c) No person shall locate, place, store, or park a vehicle sign on private property within one-hundred (100) feet of the right-of-way on Gulf Breeze Parkway, Pensacola Beach Road, Shoreline Drive, and/or Fairpoint Drive. For the purpose of this section, a vehicle sign shall mean any sign pertaining to or associated with any business which is attached, painted, glued, adhered, fastened, screwed, nailed, wrapped or otherwise affixed **or applied** to parked vehicles, including but not limited to passenger vehicles, pick-up trucks, trailers, box trucks, cargo trucks, step vans, panel vans and tractor trailers. In those instances where a parcel or parking lot's size, placement or design precludes the ability to locate, place, store or park a vehicle sign the required minimum distance of one-hundred (100) feet or more from the right-of-way, then the vehicle sign shall be located as far away from the right-of-way as possible. The following vehicles are exempt from this section:
- (1) Authorized government vehicles;
  - (2) Authorized emergency vehicles;
  - (3) Any vehicle being temporarily loaded or unloaded;
  - (4) Vehicles that are associated with active construction and which have been issued a valid building permit, development order or right-of-way construction permit; or,

**ORDINANCE 01-15**

**Page 2 of 2**

- (5) Any vehicle with a sign less than ten (10) square feet per side (twenty (20) square feet including both sides of the vehicle).

**SECTION 2 - SEVERABILITY**

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

**SECTION 3 - CONFLICT**

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

**SECTION 4 - EFFECTIVE DATE**

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015.

ADVERTISED ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015.

PASSED ON THE SECOND READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Leslie Guyer, City Clerk



Edwin Eddy &lt;eaeddy@gulfbreezefl.gov&gt;

**RE: Parking of Commercial Vehicles along GB Parkway**

1 message

**Matt Dannheisser** <mdannheisser@dannheisserlaw.com>

Mon, Feb 2, 2015 at 10:08 AM

To: Edwin Eddy &lt;eaeddy@gulfbreezefl.gov&gt;

Cc: Curt Carver &lt;ccarver@gulfbreezefl.gov&gt;, "Mike Stebbins (mjsteb@bellsouth.net)" &lt;mjsteb@bellsouth.net&gt;, Matt Dannheisser &lt;mdannheisser@dannheisserlaw.com&gt;

In addition to your comments, I look at it from the perspective that we are simply trying to enforce the community's long-standing decision not to allow off-premises signs. We are not taking away any right of a business owner; rather, for as long as I can recall, off-premises signs have not been allowed. The use of "billboard trucks" is simply the attempt to circumvent what has always been prohibited in Gulf Breeze. Although our current ordinances may be sufficient to prevent the circumvention, the new ordinance certainly makes it more clear.

My feelings might be different if off-premises signs had always been allowed and we just now were trying to take away that right. That was one of the aspects that made the boat trailer parking ordinance so difficult – that residents had theretofore been allowed to park their trailers almost wherever they wanted and we decided to limit that right. Here, however, no one has ever (at least for 20+ years) had the right to off-premises signs; so we are not changing anyone's expectations.

Matt



504 North Baylen Street

Pensacola, FL 32501

(850) 434-7272 (Office)



Feb 2, 2015

Thank you, city of GB, for finally addressing this issue. The merchants are incorrect that there have been no complaints. I complained to J Millers a couple of years ago. I received a limp reply, left, and have never returned. There is plenty of room in that parking lot without using the slots along 98, especially the one on the west side of the main entrance in front of Whataburger - that one is the most offensive, impeding, and detrimental to drivers.

Do these merchants know how many potential customers - like me - who refuse to patronize their business because of their tacky form of "advertising"??

Elizabeth Zito

P.S. I am not allowed to park adjacent to my home along Shoreline - WHAT is the difference???



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** February 6, 2015  
**RE:** Washington Avenue Stormwater Lift Station

As part of the stormwater construction projects currently under construction, the City is responsible for upgrades and changes in utilities required for the construction of the stormwater collection and transmission systems. The Washington Avenue stormwater lift station requires an upgrade to the power transmission lines. The motor size is such that three phase power will be required.

The City has requested underground service to the lift station to minimize the overhead infrastructure and minimize the effects to the neighborhood. To provide this service will cost an additional \$8,659.

**RECOMMENDATION:** The City Council authorize payment of \$8,659 to Gulf Power for the installation of three phase power for the Washington Avenue stormwater lift station.

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY  
Form 8

THIS AGREEMENT made and entered into this 22 day of January, 2015, by and between GULF POWER COMPANY, hereinafter called the Utility, and City of Gulf Breeze, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair and ownership of the underground facilities to be located at 311 Washington Ave., Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in Santa Rosa County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".
2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.
3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.
5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B".

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is \$ 8,639.00 and which has this day been paid by the Applicant to the Utility.

10. Nothing in this Agreement shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the exclusive property of the Utility.

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

**APPLICANT**

**GULF POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Print or Type Name)

(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Correspondence with the Applicant should be addressed to:

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

# GULF POWER COMPANY

**ATTN: Darby Hart**  
ONE ENERGY PLACE  
PENSACOLA FL 32520-0036  
850-505-5387

# INVOICE

**INVOICE NO: DSO# 36A1XR**  
**DATE: January 22, 2015**

**To:**  
Harold Hatcher  
City of Gulf Breeze  
1050 Shoreline Drive  
Gulf Breeze, Florida 32562-0640

**Ship To:**  
Harold Hatcher  
City of Gulf Breeze  
1050 Shoreline Drive  
Gulf Breeze, Florida 32562-0640

SALESPERSON	P.O. NUMBER	DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS
N/A		N/A	N/A	N/A	N/A

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	SBTWF to RPL 4 poles with 45/3 Pole AND INS ADD'L 45/3; GPCO TO RMV 1 Run of #6 CU and RPL with 2 RUNS 1/0AAAC; INS TX Bank to feed new lift station; Customer to pay OPT 3 Cost Differential.	\$8,659.00	\$8,659.00
<b>SUBTOTAL</b>			<b>\$8,659.00</b>
<b>SALES TAX</b>			
<b>SHIPPING &amp; HANDLING</b>			
<b>TOTAL DUE</b>			<b>\$8,659.00</b>

Make all checks payable to: **GULF POWER COMPANY AND RETURN ATTN: Darby Hart at the above address.** If you have any questions concerning this invoice, call: Darby Hart @ 505-5387.



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: February 3, 2015

RE: Repair of Washout in Gulf Island National Seashore (GINS)

The April 2014 flood created a washout approximately 125' long with an estimated 5' average depth in the GINS. The washout is located adjacent to 626 Bay Cliffs Road and is depicted in the attached drawing. The washout was caused by overland flow of stormwater thereby causing severe erosion of the sandy soil as shown.

Staff has continued to review methods to fill in the washout since this area will continue to erode and eventually cause failure of the City's 24" concrete stormwater pipe which transports water from the Hospital pond to the bay.

We met with GINS staff and determined that we would prepare a plan to fill the area in order to protect the stormwater line and head wall. The repair will require approximately 350 cubic yards of suitable fill (native tan sand from Gulf Breeze area) followed by sod to help keep the new soil in place.

Since this repair is in a National Park, the construction requires additional steps and coordination in order to meet the terms of our agreement with the Park Service.

We solicited a quote from Utility Services Co. who is currently authorized by the Park to perform work in the ROW and staff desires that we continue the current authorization as opposed to bidding the work and requalifying a new contractor. In addition, the 700 Bay Cliffs Stormwater Easement is currently open to receive the 20+ truckloads of sand.

Please note that Utility Services Co. currently has sufficient quantity of native Gulf Breeze sand on hand due to the stormwater construction occurring elsewhere in the City.

Their quote (attached) to fill the washout and cover with sod is \$22,461.00.

**RECOMMENDATION:** City Council authorize Utility Services Company to repair the washout located in the Gulf Island National Seashore for \$22,461.



10 ft  
50 ft

BAY CLIFFS RD

626 Baycliffs

24" RCP Stormwater Line

125' Washout

20' Right Of Way

GOLF COURSE

Gulf Islands National Seashore



**UTILITY SERVICE CO.**

February 6, 2015

City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561  
Attn: Mr. Vernon Prather, Public Service Director  
RE: Naval Live Oaks Outfall Washout Repair

Item #	Description	Unit	Qty	Unit Price	Extension
1	Fill Existing Ravine/Washout (Incl Haul Route Preparation/Maintenance)	LS	1	\$ 19,387.00	\$ 19,387.00
2	Pinned Sod if Desired (Incl Watering 3x After Initial Placement)	LS	1	\$ 3,074.00	\$ 3,074.00
TOTAL					\$ 22,461.00

The following assumptions have been made in developing this proposal:

- 1) Using the "Miller Easement" to bring dump trucks into the Naval Live Oak property. Thus this work will have to be done immediately following the completion of the Bay Cliffs drainage pipe installation, yet before the fence, driveway, sprinklers, and sod replacement for the Miller Easement.
- 2) Using native City of Gulf Breeze owned tan sand as fill material without cost borne by Utility Service Co.

We anticipate this work to take approximately 1-1/2 weeks to complete.

Thanks for the opportunity to quote your work.

Signed,



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







# City of Gulf Breeze

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

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

**DATE:** January 27, 2015

**RE: NATURAL GAS CONVERSION ASSISTANCE LOAN**

Staff has continued to promote Natural Gas to businesses located on Pensacola Beach. Our efforts since March 2012 have resulted in the addition of 40 commercial customers with gross revenues for FY 2014 of \$647,000.

Our experience has shown there are many variables in converting a business to natural gas such as: equipment type and age, condition of existing piping, conversion of existing equipment, etc.

Our review of the Travel Lodge indicates that they desire to convert to Natural Gas however their existing boiler is 26 years old and not convertible.

This facility is a 4 story 100 room hotel with a laundry facility which uses 19,000 gallons of propane annually. This amount of propane is equivalent to 17,000 therms of natural gas generating a net income of \$12,500.

The cost to remove the old boiler and install 2 new 400,000 BTU water heaters along with modifying the necessary gas and water piping is \$34,000 which is cost prohibitive to the customer.

The typical residential connection on average consumes 165 therms a year. Therefore this commercial customer is equivalent to 104 of natural gas homes. The typical rebate for a residential gas customer is \$400 which equates to \$41,575 rebate cost. Additional costs are also incurred due to the increased number of meters and service lines. This is further illustrated in the attached rebate form.

In order to facilitate the conversion of the Travel Lodge to Natural Gas, staff proposes the following:

- City will rebate \$10,000 for the equipment and conversion cost. This amount will be recovered in 9.5 months from natural gas sales to the customer.
- City will finance \$22,050 @ 5% interest over a term of 36 months.
- Customer pays 10% upfront (after rebate has been applied).

The attached contract and personal guaranty prepared by Mr. Stebbins, City Attorney, formalizes our agreement and further secures the interest of the City.

**RECCOMENDATION: CITY COUNCIL AUTHORIZES A \$22,050 EQUIPMENT LOAN AND \$10,000 REBATE TO TRAVEL LODGE AND AUTHORIZE STAFF AND CITY ATTORNEY TO FINALIZE THE DOCUMENTS.**



## Installment Sale and Security Agreement

This Installment Sale and Security Agreement ("Agreement") is made this [date] between the City of Gulf Breeze ("Seller") whose address is 1070 Shoreline Drive, Gulf Breeze, FL 32561 and Travel Lodge ("Buyer") whose address is 40 Ft Picken's Road Pensacola Beach, FL 32561.

WHEREAS the Buyer desires to convert to the use of natural gas at the Travel Lodge located at 40 Ft Picken's Road Pensacola Beach, FL 32561; and,

WHEREAS the Buyer needs to install two new natural gas water heaters at a cost of \$34,345 ("Total Cost") in order to convert to natural gas; and,

WHEREAS the Seller desires to sell the Buyer natural gas services; and,

WHEREAS the Seller agrees to rebate \$10,000 ("Rebate") to the Buyer towards the Total Cost, which Rebate the Buyer agrees will be paid directly by the Seller to the third party vendor that installs the two new natural gas water heaters if the Buyer agrees to convert to the Seller's natural gas service, pay the Seller \$2,450, ten (10%) percent of the cost to install the two new natural gas water heaters after the application of the Rebate to the Total Cost and to pay the remaining balance of \$22,050 ("Financed Amount") according to the terms of this Agreement.

In consideration of the mutual promises and releases contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation by Reference:** The Whereas clauses recited in the preamble of this Agreement are incorporated in and made a part of this Agreement.

2. **Purchase and Security Interest:** Seller agrees to sell and Buyer agrees to buy, upon the terms set forth below, the following described property to which Seller retains a security interest to secure payment of all the obligations under this Agreement:

Two (2) 100 gallon Rheem 400,000 BTU ASME certified natural gas water heaters,  
Serial Nos. \_\_\_\_\_ & \_\_\_\_\_

("Property")

3. **Payment:** The Buyer agrees to pay \$22,050 ("Purchase Price") plus interest at a rate of 5% according to the payment schedule attached Exhibit A to this Agreement. Until all payments reflected under Exhibit A, and all other amounts due under this Agreement, have been paid, and all other obligations under this Agreement are met, Seller shall retain a security interest in the Property and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements of them, installed in, affixed to or used in connection with the Property; and, if Buyer sells or otherwise disposes of the Property in violation of the terms of this Agreement, in the proceeds of such sale or disposition.

4. **Insurance:** The Buyer agrees to maintain physical damage insurance in at least the Financed Amount covering the loss or damage to the Property as long as this Agreement is in effect and the Buyer shall furnish to the Seller a certificate of the insurance, which provides for the above coverage, at the time this Agreement is executed. The insurance must cover the Seller's interest in the Property and benefits under the policy shall be payable to the Seller. The Buyer shall not cancel and/or reduce the insurance coverage while this Agreement is in effect without the written consent of the Seller. The Seller has the sole discretion to determine the disposition of any insurance proceeds, including but not limited to subtracting the proceeds from what the Buyer owes the Seller under this Agreement.

5. **Information and Filings:** The Buyer agrees to give the Seller, any information that Seller may request and sign any papers the Seller needs to establish and maintain a security interest in the Property, including but not limited to, the filing and maintenance of a UCC Financing Statement for the Property for the duration of this Agreement, the form of which is attached hereto as Exhibit B. Buyer will pay all costs of filing this Agreement or any financing or termination statement with respect to the Property, and appoints the Seller to do whatever Seller may deem necessary to perfect or continue perfected its security interest in the Property. If the Buyer fails to timely remit the filing fees to the Seller, the Seller may recover the filing fees per Section 11 of this Agreement. Additionally, Buyer agrees to not allow any person or entity to obtain a lien or security interest in the Property or levy against the Property to pay a debt or judgment while this Agreement is in effect.

6. **Property Removal:** The Buyer agrees not to remove, or allow anyone else to remove, the Property from **40 Ft Picken's Road Pensacola Beach, FL 32561**.

7. **Property Condition:** The Buyer, at Buyer's expense, agrees to keep the Property in good repair and not destroy it or use it in a way that violates any federal, state, and/or local law, regulation, ordinance, rule or policy. Loss or damage to the Property shall not release the Buyer from any obligations, promises, undertakings, covenants, terms and/or conditions of this Agreement. Moreover, repairs to the Property and equipment or accessories placed on the Property shall constitute component parts of the Property, subject to the terms of this Agreement. If the Buyer fails to keep the Property in good repair, fails to take steps to prevent its destruction and/or fails use it in a way that violates any federal, state, and/or local law, regulation, ordinance, rule or policy, then the Seller may accomplish such repairs, prevent such destruction, and/or assure compliance with any federal, state, and/or local law, regulation, ordinance, rule or policy and recover such costs incurred by Seller per Section 11 of this Agreement.

8. **Taxes and Other Payment Obligations:** The Buyer agrees to pay any taxes, assessments, registration fees, repair bills or other expenses in connection with the Property when they are due.

9. **Personal Guarantee:** The Buyer agrees that as a condition of this Agreement the Personal Guarantee attached hereto as Exhibit C, shall be executed contemporaneously with this Agreement by **Jerri McAlpin 40 Ft Picken's Road Pensacola Beach, FL 32561**

10. **Events of Default**: The following events shall constitute an event of default under this Agreement:

- a. The Buyer fails to make any payment as required by this Agreement;
- b. The Buyer fails to insure the Property and/or maintain insurance on the Property per this Agreement;
- c. The Buyer fails to agree to the filing of, to sign and/or pay the filing fee for the UCC Financing Statement, the form of which is attached hereto as Exhibit B.
- d. If the Seller believes that the prospect of performance of any obligation of Buyer under this Agreement, or of performance or payment of any obligation secured by this Agreement is impaired. The following, without limitation, shall constitute an impairment:
  - (i) Death of either guarantors of the Buyer as reflected in Exhibit C;
  - (ii) Insolvency, receivership, assignment for the benefit of creditors, or commencement of any proceeding under bankruptcy or insolvency laws by or against Buyer;
  - (iii) Issuance of execution or process against any property of the Buyer or the entry of any judgment against the Buyer;
  - (iv) Dissolution or termination of the Buyer, or the Buyer otherwise ceases to do business;
  - (v) Loss, theft, substantial damage to or destruction of the Property not covered by insurance;
  - (vi) Condemnation, levy, forfeiture or similar action against the Property or any part of the Property;
  - (vii) Sale or encumbrance of the Property;
  - (viii) Discovery by the Seller of any misstatement of a material fact in any documents signed by the Buyer, which forms part of the basis for the Seller entering into this Agreement;
- e. The Guarantors fail to agree to the Personal Guarantee, fail to abide by the terms of the Personal Guarantee and/or withdraw from any or all of the terms of the Personal Guarantee attached hereto as Exhibit C.
- f. The Buyer otherwise fails to perform any of the Buyer's obligations or comply with any of the promises, undertakings, covenants, terms and conditions of this Agreement, other than payments reflected on attached

Exhibit A.

11. **Default and Remedies:** The Buyer will be deemed in default of this Agreement if:

- a. The Buyer fails to deliver payment to the Seller on the due date reflected on Exhibit A or within [redacted] days thereof after written demand for payment to the Buyer (“Default”); and/or
- b. The Buyer fails to perform Buyer’s obligations or comply with any of the promises, undertakings, covenants, terms and conditions of this Agreement, other than payments reflected on attached Exhibit A, for [redacted] days after written demand for performance to the Buyer (“Default”);
- c. If an Event of Default and Default occurs, the Seller may, at Seller’s sole discretion and option, in addition to all other remedies now and hereafter provided by law or in equity, notwithstanding any other provisions of this Agreement:
  - (i) Perform any act or do anything required under this Agreement to be performed by the Buyer, and to recover the cost thereof from the Buyer. Such cost shall be due and payable upon demand and may be treated as additional amounts payable under this Agreement;
  - (ii) Accelerate the maturity of all amounts due at the time of default due under the remaining term of this Agreement as reflected in Exhibit A and any other amounts due, and obtain judgment for all amounts due under the Agreement plus interest at 5% on such delinquent payments from due date;
  - (iii) Suspend natural gas service to the **Travel Lodge at 40 Ft Picken’s Road Pensacola Beach, FL 32561** without notice other than what is prescribed in sub-Section 11.b. herein; and/or
  - (iv) Exercise any and all the rights on default of a secured party under the Uniform Commercial Code. Including but not limited to:
    - (a) Require the Buyer to assemble the Property and make it available to Seller at a place to be designated by Seller; and/or.
    - (b) Take immediate possession of the Property wherever found, without legal process, without notice and without being guilty or liable in any manner for trespass or conversion; and/or
    - (c) Sell or otherwise dispose of the Property and seek a deficiency judgment against the Buyer for any amounts still owed under this Agreement after applying the proceeds of the sale to the amounts owed under this Agreement.

12. **Warranties:** No representation, statements or warranties have been made by Seller concerning the Property except as stated in this Agreement; and no warranty, express or implied, by Seller, arises apart from this Agreement. Buyer agrees that all warranties, if any, regarding the Property are between the Buyer and the manufacturer of the Property.

13. **Assignment:** Seller may assign this Agreement but Buyer shall not. Seller's assignee shall have all of the rights, powers and remedies of Seller.

14. **Entire Agreement:** This Agreement constitutes and contains the entire agreement and understanding of the parties and the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

15. **Law and Venue:** This Agreement shall be governed by and subject to the laws of the State of Florida; and venue shall be exclusively in the state courts of the Santa Rosa County, Florida.

16. **Severability:** In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such remaining provision(s) of the Agreement legal and enforceable.

17. **Legal Counsel; Mutual Drafting:** Each party recognizes that this is a legally binding agreement and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against either party on the basis of that party being the drafter of such language. Buyer, through its signor of the Agreement, agrees and acknowledges that he/she has read and understands this Agreement, is entering into it freely and voluntarily, and has been advised to seek counsel prior to entering into this Agreement and has had ample opportunity to do so.

18. **Waiver of Jury Trial:** Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its/his right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise and the events and circumstances relating to the subject matter of this Agreement.

19. **Amendment:** The parties may amend this Agreement only by a written agreement of the parties.

20. **Non-Waiver:** No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

21. **Indemnification:** Buyer shall indemnify, defend and hold harmless the Seller, the City of Gulf Breeze, its Mayor, its City Council Members, employees, and contractors at all times after the date of this Agreement against:

- a. Any liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge, arising out of or relating to, in whole or in part, directly or indirectly, to this Agreement and regardless of whether the act or omission giving rise to the liability, loss, damage (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty, or other charge occurs before or after the date of this Agreement;
- b. Any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements, both at trial and on appeal.
- c. The Buyer's indemnification obligations set forth in subsections a. and b. herein shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance or by any bond. The Buyer agrees to pay for and provide a legal defense for the Seller, the City of Gulf Breeze, its Mayor, its City Council Members, employees, and contractors, which will be done if and when requested by the Seller to the Buyer in writing.

22. **Attorney's Fees and Costs:** If the Seller retains attorneys to assist in the collection of any sums due under this Agreement, which are not paid when due, and/or to enforce any other provision of this Agreement, the Buyer shall pay the attorney's fees and cost incurred by the Seller whether or not a lawsuit is filed within ten (10) days of written demand from the Seller.

If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all:

- a. Reasonable attorneys' fees of the Prevailing Party,
- b. Court costs, and
- c. Expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to the

action as well as appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this sub-section, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

23. **Notice:** Any notices ("Notice") to be sent pursuant to this Agreement shall be to the following designated individuals:

For the Seller:

**Person**, City of Gulf Breeze 1070 Shoreline Drive Gulf Breeze, FL 32561  
850-934-5100 fax 850-934-5114 **email**

For the Buyer:

Jerri McAlpin 40 Fort Pickens Rd Pensacola Beach FL 32561 850-934-5400  
fax 850-932-7210 [mac@mcalkingroup.com](mailto:mac@mcalkingroup.com).

All Notices must be sent via (a) facsimile transmission, (b) via email, and (c) (i) certified U.S. Mail, return receipt requested, or (ii) nationally recognized overnight carrier (such as FedEx or UPS).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**SIGNATURE BLOCKS TO BE INSERTED**

# Loan Amortization Schedule

Enter values  
 Loan amount \$ 22,050.00  
 Annual interest rate 5.00 %  
 Loan period in years 3  
 Number of payments per year 12  
 Start date of loan 1/15/2015  
 Optional extra payments \$

Loan summary  
 Scheduled payment \$ 660.86  
 Scheduled number of payments 36  
 Actual number of payments 36  
 Total equity payments \$ 1,740.90  
 Total interest \$

ORIGINAL LOAN AMOUNT \$24,500  
 10% DOWN PAYMT \$2,450

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/15/2015	\$ 22,050.00	\$ 660.86	-	\$ 660.86	\$ 568.98	\$ 91.88	\$ 21,481.02	\$ 91.88
2	3/15/2015	21,481.02	660.86	-	660.86	571.35	89.50	20,909.66	181.38
3	4/15/2015	20,909.66	660.86	-	660.86	573.73	87.12	20,335.93	268.50
4	5/15/2015	20,335.93	660.86	-	660.86	576.13	84.73	19,759.80	353.24
5	6/15/2015	19,759.80	660.86	-	660.86	578.53	82.33	19,181.28	435.57
6	7/15/2015	19,181.28	660.86	-	660.86	580.94	79.92	18,600.34	515.49
7	8/15/2015	18,600.34	660.86	-	660.86	583.36	77.50	18,016.98	592.99
8	9/15/2015	18,016.98	660.86	-	660.86	585.79	75.07	17,431.20	668.06
9	10/15/2015	17,431.20	660.86	-	660.86	588.23	72.63	16,842.97	740.69
10	11/15/2015	16,842.97	660.86	-	660.86	590.68	70.18	16,252.29	810.87
11	12/15/2015	16,252.29	660.86	-	660.86	593.14	67.72	15,659.15	878.59
12	1/15/2016	15,659.15	660.86	-	660.86	595.61	65.25	15,063.54	943.84
13	2/15/2016	15,063.54	660.86	-	660.86	598.09	62.76	14,465.44	1,006.60
14	3/15/2016	14,465.44	660.86	-	660.86	600.59	60.27	13,864.86	1,066.87
15	4/15/2016	13,864.86	660.86	-	660.86	603.09	57.77	13,261.77	1,124.64
16	5/15/2016	13,261.77	660.86	-	660.86	605.60	55.26	12,656.17	1,179.90
17	6/15/2016	12,656.17	660.86	-	660.86	608.12	52.73	12,048.04	1,232.63
18	7/15/2016	12,048.04	660.86	-	660.86	610.66	50.20	11,437.39	1,282.84
19	8/15/2016	11,437.39	660.86	-	660.86	613.20	47.66	10,824.18	1,330.49
20	9/15/2016	10,824.18	660.86	-	660.86	615.76	45.10	10,208.43	1,375.59
21	10/15/2016	10,208.43	660.86	-	660.86	618.32	42.54	9,590.10	1,418.13
22	11/15/2016	9,590.10	660.86	-	660.86	620.90	39.96	8,969.20	1,458.09
23	12/15/2016	8,969.20	660.86	-	660.86	623.49	37.37	8,345.72	1,495.46
24	1/15/2017	8,345.72	660.86	-	660.86	626.08	34.77	7,719.63	1,530.23
25	2/15/2017	7,719.63	660.86	-	660.86	628.69	32.17	7,090.94	1,562.40
26	3/15/2017	7,090.94	660.86	-	660.86	631.31	29.55	6,459.63	1,591.94
27	4/15/2017	6,459.63	660.86	-	660.86	633.94	26.92	5,825.68	1,618.86
28	5/15/2017	5,825.68	660.86	-	660.86	636.58	24.27	5,189.10	1,643.13
29	6/15/2017	5,189.10	660.86	-	660.86	639.24	21.62	4,549.86	1,664.75
30	7/15/2017	4,549.86	660.86	-	660.86	641.90	18.96	3,907.96	1,683.71
31	8/15/2017	3,907.96	660.86	-	660.86	644.58	16.28	3,263.39	1,699.99
32	9/15/2017	3,263.39	660.86	-	660.86	647.26	13.60	2,616.13	1,713.59
33	10/15/2017	2,616.13	660.86	-	660.86	649.96	10.90	1,966.17	1,724.49
34	11/15/2017	1,966.17	660.86	-	660.86	652.67	8.19	1,313.50	1,732.68
35	12/15/2017	1,313.50	660.86	-	660.86	655.39	5.47	658.12	1,738.16
36	1/15/2018	658.12	660.86	-	658.12	655.37	2.74	0.00	1,740.90

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

---

B. E-MAIL CONTACT AT FILER (optional)

---

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2. **DEBTOR'S NAME:** Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here  and provide the Individual Debtor Information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. **COLLATERAL:** This financing statement covers the following collateral:

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction     Manufactured-Home Transaction     A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien     Non-UCC Filing

7. **ALTERNATIVE DESIGNATION (if applicable):**  Lessee/Lessor     Consignee/Consignor     Seller/Buyer     Bailee/Bailor     Licensee/Licensor

8. **OPTIONAL FILER REFERENCE DATA:**

## Personal Guaranty

Whereas, the **Travel Lodge**, ("Buyer"), desires to convert the **Travel Lodge** located at **40 Ft Picken's Road Pensacola Beach, Fl 32561** to natural gas and needs to install two new natural gas water heaters in order to convert to natural gas; and,

Whereas, the **City of Gulf Breeze** ("Seller") desires to sell the Buyer natural gas services; and,

Whereas, the Seller is willing to make a loan to the Buyer to pay for the installation of two new natural gas water heaters in order for the Buyer to convert the **Travel Lodge** located at **40 Ft Picken's Road Pensacola Beach, Fl 32561** to natural gas; and,

Whereas the Seller requires a written guarantee from the undersigned ("Personal Guarantee") covering all obligations, promises, undertakings, covenants, terms and conditions of that certain Installment Sale and Security Agreement ("Agreement") executed by the Seller and Buyer contemporaneously with this Personal Guarantee in order for the Seller to make a loan to the Buyer to pay for the installation of two new natural gas water heaters at the **Travel Lodge** located at **40 Ft Picken's Road Pensacola Beach, Fl 32561**

Now, therefore, in consideration of the premises and of other good and valuable consideration and in order to induce the Seller, in its discretion, to make a loan to the Buyer per the Agreement,

1. The undersigned \_\_\_\_\_ and \_\_\_\_\_ ("Guarantors"), individually, jointly and unconditionally guarantee the prompt performance of all obligations, promises, undertakings, covenants, terms and conditions of the Agreement, including but not limited to the timely payment of any amounts due under the Agreement without the necessity of any recourse being first had against the Buyer or against any security.
2. The Guarantors are bound, as a primary obligator, to answer to Seller for any default in the prompt performance of all obligations, promises, undertakings, covenants, terms and conditions of the Agreement, including but not limited to the timely payment of any amounts due under the Agreement.
3. This Personal Guarantee shall remain in full force and effect as long as the Agreement is in effect unless the Personal Guarantee is terminated by written notice from the Seller.
4. This Personal Guarantee shall remain unaffected by any modifications or amendments to the Agreement including but not limited to any extensions of time or renewals.
5. The Guarantors hereby waive presentment, protest, demand and notice of nonpayment of any financial obligations, and notice of every other kind to which the Guarantors may be entitled, including but not limited to, notice of the acceptance by Seller of this Personal Guarantee, or of any extensions of time, renewals, modifications or amendments of the Agreement.

6. The Guarantors agree that whether or not any action, suit, matter or proceeding is brought to enforce Seller's rights under the Agreement, and/or to collect any amounts due under the Agreement, the Guarantors shall pay within ten (10) days of written demand from the Seller all amounts due and owing under the Agreement, including but not limited to, any costs, expenses and reasonable attorney's fees incurred by Seller.

7. All monies available to the Seller for application in payment or reduction of amounts owed by the Buyer under the Agreement may be applied by Seller in such manner and in such amounts and at such time or times as the Seller shall determine, in its sole discretion, to the payment or reduction of such amounts owed by the Buyer under the Agreement, and the obligations pursuant to this Personal Guarantee shall not be affected by the above determinations of the Seller for any claim hereby guaranteed.

8. The obligations under this Personal Guarantee shall not be affected by any surrender or release by the Buyer of any security held by the Buyer for any claim hereby guaranteed.

9. No delay on the part of Seller in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. Moreover, no provision in this Personal Guarantee may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

10. This Personal Guarantee is, and shall be deemed to be, a contract entered into under and pursuant to the laws of the State of Florida and shall be in all respects governed, construed, applied and enforced in accordance with the laws of said State; venue shall be exclusively in the state courts of the Santa Rosa County, Florida.

11. If the Seller retains attorneys to assist in the collection of any sums due under this Personal Guarantee, which are not paid when due, and/or to enforce any other provision of this Personal Guarantee, the Guarantors shall pay the attorney's fees and cost incurred by the Seller whether or not a lawsuit is filed within ten (10) days of written demand from the Seller.

12. If any legal action or other proceeding is brought under this Personal Guarantee, in addition to any other relief to which the successful or prevailing party or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all:

- a. Reasonable attorneys' fees of the Prevailing Party,
- b. Court costs, and

- c. Expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to the action as well as appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this sub-section, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

13. Any notices ("Notices") to be sent pursuant to this Personal Guarantee shall be to the following designated individuals:

For the Seller:

Person, City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, FL 32561 850-934-5100  
fax 850-934-5114 email

For the Guarantors:

Jerri McAlpin 40 Fort Pickens Rd Pensacola Beach, Fl 32561 850-934-5400  
fax 850-932-7210 mac@mcAlpingroup.com

All Notices must be sent via (a) facsimile transmission, (b) via email, and (c) (i) certified U.S. Mail, return receipt requested, or (ii) nationally recognized overnight carrier (such as FedEx or UPS).

IN WITNESS WHEREOF, the Guarantors have executed this Personal Guarantee as of the date first written above.

By: \_\_\_\_\_  
Name of Guarantor:  
Address: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of January 2015 by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
Printed Name:  
My Commission Expires:  
My Commission Number:

SEAL

By: \_\_\_\_\_  
Name of Guarantor:

Address: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me on this \_\_\_\_\_ day of January 2015 by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Printed Name:

My Commission Expires:

My Commission Number:

SEAL



# City of Gulf Breeze

To: Edwin A. Eddy, City Manager

From: Ron Pulley, Director of Parks & Recreation *RP*  
Vernon Prather, Director of Public Services *V.P.*

Subject: Mower Replacement

Date: February 5, 2015

The approved budget for FY-2015 includes capital reserve funds in support of two commercial quality, riding mowers.

One 52", zero turn mower is required by the Public Services Department for the purpose of right of way maintenance. The second, a 72", zero turn mower, is scheduled to replace a similar mower, in service since 2002, in Parks & Recreation.

Mowers meeting the specifications of those that we require have been located on a competitively bid and awarded State of Florida purchasing contract with KingLine Equipment of Pensacola, Fl.

	Retail	State Contract	(Savings)
52" Command Pro	\$11,554.00	\$7,972.26	(\$3,581.74)
72" Command Pro	\$12,777.00	\$8,816.13	(\$3,960.87)

## Recommendation

**That Council authorize the use of capital reserve funds in the amount of \$7,972.26 (001-0300-564-64-00) and \$8,816.13 (001-0400-546-46-10) for the purchase of one 52" and one 72" Command Pro mower from KingLine Equipment, Pensacola, Florida.**



Mark Gipson <mgipson@gulfbreezefl.gov>

**state contract prices**

1 message

mike kinglineequipment.com <mike@kinglineequipment.com>  
 Reply-To: "mike kinglineequipment.com" <mike@kinglineequipment.com>  
 To: mgipson <mgipson@gulfbreezefl.gov>

Tue, Jan 13, 2015 at 11:29 AM

Mark

Let me know what else you need....

ITEM NUMBER	COMMODITY DESCRIPTION	MSRP [###,###.##]	MSRP LIST DATE [###/###/####]	CONTRACTED APPLICABLE MSRP DISCOUNT [##.##%]	CONTRACTED NET PRICE
74906	25 HP Kohler Command Pro EFI w/52" TURBO FORCE Deck	\$11,554.00	11/1/2013	31.00%	\$7,972.26
74918	26.5 HP Kohler Command Pro EFI w/72" TURBO FORCE Deck	\$12,777.00	11/1/2013	31.00%	\$8,816.13

*To Replacement mower  
 Exmark 2002  
 hours 1674.1  
 LCE  
 State Contract  
 Pricing.*



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** February 6, 2015  
**RE:** Stormwater Project Water Main Conflicts

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

The stormwater project being constructed on Camelia Street, Dolphin Street, Florida Avenue and Washington Avenue requires the adjustment of other utilities. Sewer and stormwater collection pipes are gravity systems that require correct elevations and grades to operate properly. Water, gas and communications utilities are not affected by grade and elevation restrictions, and therefore can be adjusted to accommodate the gravity pipe installations. This project included a line item for adjustment of water mains. These conflicts occur because it is impossible to locate every utility within the rights of way to exact certainty.

The following conflicts that been identified and priced. Some were completed under the line item cost in order to prevent delays in construction.

#### Williamsburg

Required the relocation of a fire hydrant for \$11,594.

#### Camelia Street

Camelia Street had extensive conflicts. Because the 6" water main was concrete and difficult to transition to PVC for short segments, and the number of times this transition would have to occur, the entire main was replaced for 1,200 feet. Because this was an older main, the contractor also included new water services at the City's request. The total cost is \$72,265.

#### Florida Avenue

No conflicts were encountered on Florida Avenue.

#### Dolphin Street

The total length of main to be relocated is 700 feet and includes new services for \$47,924. The existing pipe is a conglomeration of mostly 6" concrete with small portions of PVC and services that are galvanized.

#### Washington Avenue

Four conflicts with water lines have been identified on Washington Avenue. Two of the conflicts were avoidable with minor adjustments to the stormwater pipe. Two other conflicts require water main adjustment for \$13,974.

(850) 934-5100 • (850) 934-5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640



# *City of Gulf Breeze*

Funding for the changes will be provided by the Water & Sewer fund reserves. The system currently has approximately \$500,000 in reserves. The water system receives new main on Dolphin and Camelia Streets to replace 40 year old concrete pipes nearing the end of their serviceable life.

**RECOMMENDATION: The City Council authorize change orders in the amount of \$145,757.50 to the contract with Utility Service Company for the relocation of water mains during installation of the 2014 Gulf Breeze Drainage Project.**

(850) 934-5100 • (850) 934-5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640



# City of Gulf Breeze

## MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER  
FROM:  CRAIG S. CARMICHAEL, FIRE CHIEF  
DATE: FEBRUARY 6, 2015  
SUBJECT: HUMVEE PROJECT

---

As you may recall, the Fire Department's 2015 budget includes \$6,000 to paint the surplus Humvee white so that it would not look so militarized. The initial budget estimate was obtained by taking the vehicle to Bayside Collision Center. They indicated the price was on the high side because the vehicle had been painted two or three different times with military grade paint, each layer with a different color, which had built up a thick layer of paint.

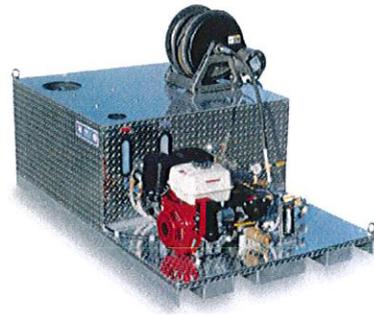
Based on the initial quote and City purchasing guidelines, we obtained additional quotes to see if painting would meet the minimum \$5,000 bid threshold. We found that the quotes spanned the gamut from a few hundred dollars to beyond the figure that Bayside Collision Center initially provided. Based on the quotes obtained, the vehicle can be painted without having to be formally bid. The quotes are as follows:

<u>VENDOR</u>	<u>QUOTE</u>	<u>NOTES</u>
Fact-O-Bake	\$1,900.00	Turn-key
Beach Auto Painting and Collision	\$355.00	Refused to strip paint
Bayside Collision Center	\$8,669.30	Turn-key
Tiger Point Paint and Body	Declined	

There were only two vendors that met the scope of work requested; therefore, staff recommends that the paint project be awarded to Fact-O-Bake.

Since obtaining the vehicles, it has been the Fire Department's goal to have the Humvee fulfill multiple roles. One role is to equip the vehicle with a forestry "skid unit" for brush fires. A skid unit is the common name used to refer to a complete self-contained firefighting system designed for use on/in commercially available vehicle platforms. Vehicles such as pickup trucks, flatbed trucks, vans, off-road vehicles, trailers and others can easily be fitted with the skid unit for a variety of firefighting operations.

**Commercially Available Skid Units (~ \$10,000)**

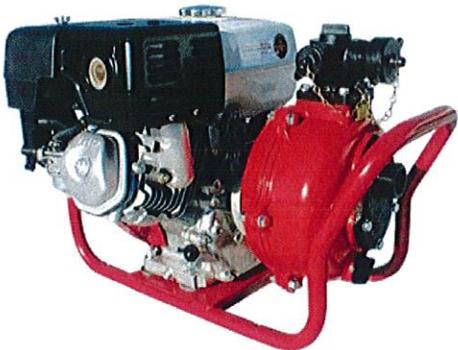


Fire Department staff has managed to build a skid unit out of spare parts that we have accumulated throughout the years. We have a member who is a welder at a local machine shop and he has worked after hours at the shop, with the assistance of one or two other members, and managed to fashion together the unit pictured below. The only cost in the unit thus far is the cost of the flat piece of aluminum for the pump deck and one treaded pipe fitting for the drain on the bottom wall of the tank.



The only real piece of equipment that is missing from the skid unit is a portable pump. Staff would like to use a portion of the savings from the paint job and purchase a portable forestry pump that would fit on the pump deck. Staff has obtained three quotes for a suitable 9 HP pump:

VENDOR	PUMP	SHIPPING	TOTAL
MES	\$1,972.00	\$175.00	\$2,147.00
GSA	\$2,182.50	\$0.00	\$2,182.50
Grainger	\$2,375.67	\$0.00	\$2,375.67



**Engine Specifications:**

- Honda 9.0 hp at 3600 RPM GX270, air cooled engine
- Single cylinder gasoline engine
- Manual recoil start model or 12V electric start model
- 1.5 gallon (5.7 l) integrated fuel tank

**Pump Specifications:**

- CET Dual stage centrifugal pump
- Pump body made from aluminum alloy
- Aluminum impeller
- Mechanical shaft seal
- Self-priming system
- Discharges: Two 1" (25 mm) and one 1.5" (38 mm)
- Suction Intake: 1.5" (38 mm)
- Pump capacity: 40 GPM @ 125 PSI
- Length: 20" (508 mm); Width: 17" (432 mm); Height: 17" (432 mm)
- Weight:
  - Manual Recoil 70 lbs. (32 kg)
  - Electric Start 71 lbs. (32 kg)

Staff is requesting that the City Council authorize the Fire Chief to move forward with painting the Humvee by Fact-O-Bake for \$1,900.00 and the procurement of a portable forestry pump from MES for \$2,147.00. The combined project total would be \$4,047.00, which is \$1,953.00 less than the original budget amount.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL AUTHORIZE THE FIRE CHIEF TO ACCEPT THE FACT-O-BAKE QUOTE FOR PAINTING THE HUMVEE FOR \$1,900.00 AND TO PROCURE THE PORTABLE FORESTRY PUMP FROM MES FOR \$2,147.00.**

# **PAINTING QUOTES**



**GULF BREEZE, FIRE DEPARTMENT** Estimate: 28455  
 000 PEN. 32505  
 (850) 712-1129 (1 ) -

# Estimate

Beach Auto Painting & Collision  
 1705 West Fairfield Drive  
 Pensacola FL 32501  
 850-432-3343

**2000 HUMMER H1**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Date In: 1/22/2015 Mileage In Out

BAR # **MV41242**  
 EPA # **FLO000445957**

Estimator: **NICK WING**

Insurance  Warranty  Overall Paint  Special

Paint Code: **FLEET WHITE**

<b>Surface Prep:</b>		<b>0.00</b>
<b>Paint Service:</b>	<b>COMMERCIAL NO WARR.</b>	<b>350.00</b>
<b>Protection Package:</b>		<b>0.00</b>
<b>Add Paint Opts</b>		<b>0.00</b>
<b>Other Paint Options:</b>		<b>0.00</b>
<b>Other Charges:</b>		<b>0.00</b>
<b>Comments:</b>		
<b>Surface Recon:</b>		
	<b>Paint Sub Total:</b>	<b>350.00</b>
	<b>Surface Recon:</b>	

Rpl	Body Work Repair	Part ID	Part Amt	Metal	Struct	Mech	Sublet	Spot
	PAINTEXTERIOR WHITE ALL OVER		0.00	0.00	0.00	0.00	0.00	0.00
	CUSTOMER WILL DO HEAVY SANDING AND PRIMING ALL OVER PRIOR TO DROP OFF		0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00

**PLEASE SEE THE CUSTOMER RIGHTS AND NOTICES PAGE FOR IMPORTANT INFO.**

<b>Additional Materials</b>	<b>0.00</b>
<b>Materials and Supplies:</b>	<b>0.00</b>
<b>Parts:</b>	<b>0.00</b>
<b>Body Labor:</b>	<b>0.00</b>
<b>Sublet Environmental:</b>	<b>5.00</b>
<b>Spot Paint:</b>	<b>0.00</b>
<b>Gross Amount:</b>	<b>355.00</b>
<b>355.00</b>	<b>:Gross Taxable</b>
<b>Gross Tax:</b>	<b>26.63</b>
<b>Discount:</b>	<b>0.00</b>
<b>Total</b>	<b>381.63</b>

Appointment

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Preliminary Estimate**

**Customer: Carmichael, Shane**

Vehicle: 2009 JEEP WRANGLER 4X4 UNLIMITED RUBICON 4D UTV 6-3.8L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	R&I necessary items				10.0	
2	#	Rpr Prime and block				20.0	
3	#	Rpr body panels				20.0	
4	#	Refn body panels					40.0
5	#	Subl epc		1	5.00 T		
<b>SUBTOTALS</b>					<b>5.00</b>	<b>50.0</b>	<b>40.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	50.0 hrs @	\$ 85.00 /hr	4,250.00
Paint Labor	40.0 hrs @	\$ 85.00 /hr	3,400.00
Paint Supplies			500.00
Miscellaneous			5.00
<b>Subtotal</b>			<b>8,155.00</b>
Sales Tax	Tier 1	\$ 5,000.00 @ 6.5000 %	325.00
Sales Tax	Tier 2	\$ 3,155.00 @ 6.0000 %	189.30
<b>Grand Total</b>			<b>8,669.30</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>8,669.30</b>

\*\*THIS CHARGE REPRESENTS COSTS AND PROFITS TO THE MOTOR VEHICLE REPAIR FACILITY FOR THE MISCELLANEOUS SHOP SUPPLIES OR WASTE DISPOSAL.

OTHER AUTHORIZED PERSON \_\_\_\_\_ PHONE \_\_\_\_\_

A STORAGE FEE OF \_\_\_\_\_ WILL BE CHARGED IF VEHICLE NOT PICKED UP AFTER \_\_\_\_\_ DAYS.

Estimate calculated using a preset user threshold amount for the paint and material cost.

**\*\*\*STAFF NOTE\*\*\***

THE MILITARY VERSION OF THE HUMVEE IS NOT LISTED IN THEIR ESTIMATING SOFTWARE AND THEY USED THE CLOSEST MATCHING DESIGNED VEHICLE.

## Preliminary Estimate

**Customer: Carmichael, Shane**

Vehicle: 2009 JEEP WRANGLER 4X4 UNLIMITED RUBICON 4D UTV 6-3.8L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3WJ07, CCC Data Date 2/2/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Bind=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

# **PUMP QUOTES**

**MES - FLORIDA**  
**11431 43rd Street N**  
**Clearwater, FL 33762**

Telephone.....: 727-573-6048  
 Fax.....: 727-573-7679



**Ship To:**  
 CITY OF GULF BREEZE FIRE DEPT.  
 1070 SHORELINE DR.  
 Gulf Breeze, FL 32561

Contact:  
 Phone:

**Bill To:**  
 CITY OF GULF BREEZE FIRE DEPT.  
 P O BOX 640  
 Gulf Breeze, FL 32562

**Quotation**

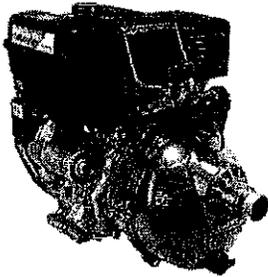
Number.....: QT\_00317766-1  
 Date.....: 1/21/2015  
 Page.....: 1 of 1  
 Sales order.....:  
 Requisition.....:  
 Your ref.....:  
 Our ref.....: jmontgomer  
 Quotation deadline.....: 12/31/1999  
 Payment.....: Net 30  
 Sales Rep.....: jmontgomer  
 Terms of delivery.....: Supplier Pays Freight

Item number	Description	Size	Color	Quantity	Unit	Unit price	Amount
PF9-9HPHND-EM-TW	CET Portable Honda 9 HP Power fire pump as per spec's			1.00	EA	1,972.00	1,972.00
Freight Quote	Freight Quote			1.00	EA	175.00	175.00

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be re-calculated at the time of shipment to ensure they take into account the most current local tax information.

Sales balance	Total discount	S&H	Sales tax	Total
2,147.00	0.00	0.00	0.00	2,147.00 USD

**All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.**



### AK308 9 HP PORTABLE PUMP

**Mfr Part No.:** AK308  
**Manufacturer:** W.S. DARLEY & COMPANY  
**Contract No.:** GS-07F-0387Y (ends: Apr 29, 2017)  
**MAS Schedule/SIN:** 084/465 11  
**Warranty:** 3 YR  
**Made In:** AU  
**Weight:** 77.000 LB  
**Order Increment:** 1

**Desc**  
 21.4L X 17.1W (IN),  
 Engine: Honda 9HP, Discharge:  
 (1) 1.5" & (2) 1" NPTM, Suction:  
 1.5" NPTM

[Enlarge/More Views >>](#)

**\$2,182.50 EA**  
 sold and shipped by  
**W.S. DARLEY & CO.**  
[visit contractor's website](#)

**DISAST RECOV** Disaster Recovery Purchasing Items

**COOP PURCH** Cooperative Purchasing Items

### Compare Available Sources

Quantity:



**Instructions:** Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below. ♦ Indicates when volume discounts are offered.

<u>Price/Unit</u> ↕	<u>Contractor</u> ↕	<u>Socio</u>	<u>Photo</u>	<u>Deliv Days</u> ↕	<u>FOB/Shipping</u> ↕
• <b>\$2,182.50 EA</b>	<b>W.S. DARLEY &amp; CO.</b>	S		60 days delivered ARO	O-CONUS,AK,PR,HI



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[Privacy and Security](#)



# Customer Quotation

**To:**

CITY OF GULF BREEZE  
 1170 CIRCLE LANE  
 GULF BREEZE FL 32562-0000

**Information**

Date 01/20/2015  
 Customer Account Number 831890405  
 Grainger Quote Number 36563746  
 Customer Job Number  
 Grainger Representative Jeffery Busby  
 Phone Number  
 Fax Number  
 Email  
 Grainger Tax ID 36-1150280

Item	Description Manufacturer Name & Model	Cat. Pg. #	\$ Each	Qty	\$ Quote	Ext. Price	Start Date	Exp. Date
1CJE5	Fire Fighting Pump,9 HP,B&S,Aluminum DAVEY 5210BE/NPT-0 Country of Origin: Australia	3696	3,219.00	1	2,375.67	2,375.67	01/20/2015	07/19/2015
<b>Total \$</b>						<b>2,375.67</b>		

All orders are subject to the terms and conditions in your current contract with Grainger or to Grainger's current Terms of Sale as set forth on Grainger.com

Thank You!  
 Visit us at [grainger.com](http://grainger.com)



# City of Gulf Breeze

Office of City Manager

## MEMORANDUM

To : Mayor and City Council  
From :  Edwin A. Eddy, City Manager  
Date : February 5, 2015  
Subject: Revised TEFRA Report Tuscan Gardens, Capital Trust Agency Financing

---

One December 1, 2014, the City Council adopted Resolution 32-14 approving a plan of finance for a project known as Tuscan Gardens. Due to changes in the financing plan, the amount of CTA bonds to be issued may increase from \$25,000,000 to approximately \$35,000,000.

Resolutions and supporting materials will be provided to the Council in time for your consideration of a revised Resolution on February 17, 2015.

### RECOMMENDATION:

**THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE THE APPROPRIATE DOCUMENTS SO THAT AN AMENDED RESOLUTION CONCERNING A CAPITAL TRUST AGENCY FINANCING FOR TUSCAN GARDENS MAY BE CONSIDERED BY THE CITY COUNCIL ON FEBRUARY 17, 2015.**

(850) 934-5100 • FAX (850) 934-5114

POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562

**REPORT OF HEARING OFFICER  
(TUSCAN GARDENS OF VENETIA BAY PROPERTIES, LLC)**

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on February 12, 2015, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity and public agency created and existing under Chapter 163, Part I, and Chapter 617, Florida Statutes, and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, *et seq.*, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's approximately \$35,000,000 revenue bonds (the "Bonds") on behalf of Tuscan Gardens of Venetia Bay Properties, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), and whose principal place of business is 189 South Orange Avenue, Suite 1650, Orlando, Florida 32801. The proceeds of the Bonds will be loaned to the Borrower for financing the acquisition, construction, development, installation and equipping of a 136-unit senior living facility comprised of 78 assisted living units and 58 memory care units to be known as Tuscan Gardens of Venetia Bay (the "Senior Living Facility"), as more fully described in Exhibit "A" hereto.

The public hearing was duly advertised in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City, on January 29, 2015. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

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

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

Respectfully submitted,

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

**EXHIBIT "A" TO  
REPORT OF HEARING OFFICER  
(TUSCAN GARDENS OF VENETIA BAY PROPERTIES, LLC)**

The project herein described consist of the acquisition, construction, development, installation and equipping of an approximately 136-unit senior living facility comprised of approximately 78 assisted living units and 58 assisted living units providing memory support services for the elderly, including related facilities, fixtures, furnishings and equipment, to be known as Tuscan Gardens of Venetia Bay, and located at 841 Venetia Bay Boulevard, in the City of Venice, Sarasota County, Florida 342850.

**EXHIBIT "B" TO  
REPORT OF HEARING OFFICER  
(TUSCAN GARDENS OF VENETIA BAY PROPERTIES, LLC)**

**PROOF OF PUBLICATION**

**[FOLLOWS]**

**EXHIBIT "C" TO  
REPORT OF HEARING OFFICER  
(TUSCAN GARDENS OF VENETIA BAY PROPERTIES, LLC)**

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

**TEFRA HEARING PROCEDURES  
(TUSCAN GARDENS OF VENETIA BAY PROPERTIES, LLC)**

**(1) Could you please describe the facility to be financed with the Bonds?**

The Bonds are being issued for the purpose of financing the cost of the acquisition, construction, development, installation and equipping of a 136 senior living facility comprised of approximately 78 assisted living units and approximately 58 memory support units to be known as Tuscan Gardens of Venetia Bay, to be located at 841 Venetia Bay Boulevard, Venice, Florida 34285 (the "Facility").

The Facility will be acquired and owned by Tuscan Gardens at Venetia Bay Properties, LLC, a Florida limited liability company (the "Borrower"), whose principal place of business is 189 South Orange Avenue, Suite 1650, Orlando, Florida 32801. The initial manager of the Facilities will be CRSA/LCS Management, LLC, an Iowa limited liability company, Des Moines, Iowa.

**2) How will the Bond proceeds be used?**

The proceeds of the Bonds will be loaned to the Borrower for the purpose of, among other things, financing the costs of acquiring, constructing, installing and equipping of the Facilities by the Borrower.

**3) What is the public purpose for the Bond Issue?**

The public purpose for this bond issue is to serve the senior living community, provide safe, decent and accessible living facilities for the elderly, provide employment in the community where the Facilities will be located and promote and advance the economic prosperity, living conditions and the general welfare of the State of Florida and its people.

**4) Will the Capital Trust Agency or the City be responsible for repaying the Bonds?**

The Bonds will expressly state that none of the Capital Trust Agency, the City of Venice, the City of Gulf Breeze, the State of Florida, or any other municipality, political subdivision, or public agency of the State of Florida is liable to pay the principal of or interest on the Bonds.

**5) What is the maximum amount of tax-exempt Bonds that will be issued?**

The maximum amount of tax-exempt Bonds to be issued to provide funds for the facility will be approximately \$35,000,000.

The audience should be asked:

- 1) Are there any persons who wish to speak for or against the Bonds or the facility to be financed thereby?
- 2) Have any written communications been received (read into record).

Then conclude the public hearing.



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: February 4, 2015

Subject: City of Gulf Breeze Master Planning Invoice

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The City Council met as the Board of Directors of the Community Redevelopment Agency and approved a budget for continued support by Vanasse Hangen Brustlin, Inc. (VHB) associated with implementation of the "Most Livable Cities" Master Plan. The approved budget was \$195,000 and funded by the Community Redevelopment Agency. This contract was for services in conjunction with the implementation of the City's Master Plan and incorporating it into the City's Comprehensive Plan and Land Development Code.

We have received Invoice No. 193963 in the amount of \$5,498.93 for professional services through January 7, 2015. We have spent \$105,316.00 YTD against this contract. The following actions have been taken against contract tasks:

#### Task 2 – LDC Amendments

- Prepare of final draft land development code amendments for target height zone and minimum lot widths
- Preparation of overlay district map
- Preparation new exhibit to demonstrate example of lot splits using 60-foot and 70-foot minimum lot widths
- Prepare and submit memorandum containing all LDC recommendations and exhibits to City Manager

#### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON TUESDAY, FEBRUARY 17, 2015 AND APPROVE PAYMENT OF INVOICE NO. 193963 IN THE AMOUNT OF \$5,498.93 TO VHB.**



# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
 617.924.1770 F 617.924.2286

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

Invoice No: **0193963**  
 January 22, 2015  
 VHB Project No: 61691.01

**Gulf Breeze Master Plan  
 Professional Services Thru January 17, 2015**

Task 00000 Reimbursables  
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	100.00	53,000.00	53,000.00	0.00
LDC Amendments	58,000.00	90.20	52,316.00	48,488.00	3,828.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>195,000.00</b>		<b>105,316.00</b>	<b>101,488.00</b>	<b>3,828.00</b>

**Reimbursable Expenses**

Postage & Delivery		.48			
Printing		20.47			
Outside Services		1,649.98			
<b>Total Reimbursables</b>		<b>1,670.93</b>			<b>1,670.93</b>
		<b>Total this Task</b>			<b>\$5,498.93</b>
		<b>Total this Invoice</b>			<b>\$5,498.93</b>

*Post on 1/6/15 invoice 193398*

**Billings to Date**

	Current	Prior	Total
Fee	3,828.00	101,488.00	105,316.00
Expense	1,670.93	18,493.46	20,164.39
<b>Totals</b>	<b>5,498.93</b>	<b>119,981.46</b>	<b>125,480.39</b>

**Outstanding Invoices**

Number	Date	Balance
0191527	12/3/2014	7,124.24
0193398	1/6/2015	6,709.51
<b>Total</b>		<b>13,833.75</b>

*OK*

**Payment Due Upon Receipt.**

*Remittance Copy*



# Invoice

Please remit to:

**Vanasse Hangen Brustlin, Inc.**

101 Walnut Street, PO Box 9151 | Watertown, MA 02471

617.924.1770 F 617.924.2286

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

Invoice No: **0193963**

January 22, 2015

VHB Project No: 61691.01

**Gulf Breeze Master Plan  
Professional Services Thru January 17, 2015**

Task 00000 Reimbursables  
**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	100.00	53,000.00	53,000.00	0.00
LDC Amendments	58,000.00	90.20	52,316.00	48,488.00	3,828.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>195,000.00</b>		<b>105,316.00</b>	<b>101,488.00</b>	<b>3,828.00</b>
<b>Total Fee</b>				<b>3,828.00</b>	

**Reimbursable Expenses**

Postage & Delivery	.48
Printing	20.47
Outside Services	1,649.98
<b>Total Reimbursables</b>	<b>1,670.93</b>

**Total this Task \$5,498.93**

**Total this Invoice \$5,498.93**

**Billings to Date**

	Current	Prior	Total
Fee	3,828.00	101,488.00	105,316.00
Expense	1,670.93	18,493.46	20,164.39
<b>Totals</b>	<b>5,498.93</b>	<b>119,981.46</b>	<b>125,480.39</b>

**Outstanding Invoices**

Number	Date	Balance
0191527	12/3/2014	7,124.24
0193398	1/6/2015	6,709.51
<b>Total</b>		<b>13,833.75</b>

**Payment Due Upon Receipt.**

*Original Copy*



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

**Invoice**

Billing Period thru 01/17/2015  
Project No.: 61691.01  
Project Title: City of Gulf Breeze/Plan Amendments

**Task 2 – LDC Amendments**

Preparation of final draft land development code amendments for target height zone and minimum lot widths.

Preparation of overlay district map.

Preparation new exhibit to demonstration example of lot splits using 60-foot and 70-foot minimum lot widths.

Prepare and submit memorandum containing all LDC recommendations and exhibits to City Manager.

# Postage - VHB Billing Backup Report

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Project Number: 61691.01

Period: 201501

Shipment Date	Quantity	Total Cost
1/6/2015 2:34 PM	1	\$0.48
	Total:	\$0.48



**Archimedia Solutions Group - VHB Billing Backup Report**  
125 Liberty Street #301  
Danvers, MA 01923

**Project Number: 61691.01**

**Period: 201501**

<b>Date</b>	<b>Location</b>	<b>Job Type</b>	<b>User</b>	<b>Total</b>
12/16/2014	Orlando FL	B/W Laser Printing	TJohnson	\$17.14
12/18/2014	Orlando FL	B/W Laser Printing	TJohnson	\$0.54
1/5/2015	Orlando FL	B/W Laser Printing	TJohnson	\$1.72
1/6/2015	Orlando FL	B/W Laser Printing	TJohnson	\$0.09
1/5/2015	Orlando FL	Sm Fmt Color Printing	TJohnson	\$0.49
1/6/2015	Orlando FL	Sm Fmt Color Printing	TJohnson	\$0.49
			<b>Total</b>	<b>\$20.47</b>

\* Air-Craft Charges for 12-16-14 Trip not included on invoice 193398.  
 \* Reference - 193398 \*

GK AVIATION INVOICE

GK AVIATION  
 8334 Lake Burden Circle  
 Windermere, FL 34786

December 22, 2014  
 [Invoice Date]

TO:

Mr. Jim Sellen  
 VHB  
 225 E. Robinson Street  
 Suite 300 Landmark II  
 Orlando, FL 32801

VHB Job # 61691.01

Date of Aircraft Usage	Destination	Flight Duration	Hourly plane rate (taxable)	Total Plane Rental	Sales Tax on hourly plane rate (6.50%)	Fuel Reimbursement (not taxable)	Total Charge
16-Dec-14	ORL/PNS/ORL	4.40	\$215.96	\$950.22	\$61.76	\$638.00	\$1,649.98
Totals		4.40		\$950.22	\$61.76	\$638.00	\$1,649.98

PLEASE MAKE CHECK PAYABLE TO: GK AVIATION, AND SEND TO ABOVE ADDRESS

REC'D

DEC 22 2014

VHB FLORIDA

VENDOR # 17582  
 VOUCHER # 61691.01  
 JOB # 61691.01  
 ACCT: 61691.01  
 APPROVAL: [Signature]

9500010

2214619\_141.xls

# Memo

**To:** Edwin Eddy, Curt Carver

**From:** Steve Milford

**Date:** February 3, 2014

**Re:** Establishing and maintaining updated travel per diem to supersede State statute



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We have recently been made aware that Florida Statutes §112.061 addresses travel expense policy provisions for all public employees, officers and authorized personnel. [Statute attached.] While the City's travel policies substantially conform to the Statute, it has been noted that the Statute's reimbursement rates are not regularly updated. The Statute, for example, authorizes a \$0.44 per mile reimbursement of personal vehicle use, where current IRS standard is \$0.575.

FS §112.061 (1) (b) 2 allows that "The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict." Local policies do not appear to be recognized as having standing.

To ensure that Council Members travelling on City business as well as staff members are subject to per diem, meal allowances and mileage rates that are adjusted regularly, an ordinance is required to allow such rates to supersede State Statute. Staff recommends the use of the US government travel and mileage rates which are annually adjusted and adapted to regional differences, specifically the IRS "standard mileage rate" for business use of a vehicle and the GSA per diem, meals and incidentals rates found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). [Samples attached.]

## **Recommendation**

That Council direct staff to draft an ordinance to reflect the use of federally updated rates for normal travel costs as part of the City's travel policy.

Select Year:  

## The 2014 Florida Statutes

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[Title X](#)  
PUBLIC OFFICERS, EMPLOYEES,  
AND RECORDS

[Chapter 112](#)  
PUBLIC OFFICERS AND EMPLOYEES:  
GENERAL PROVISIONS

[View Entire  
Chapter](#)

### **112.061 Per diem and travel expenses of public officers, employees, and authorized persons.—**

(1) LEGISLATIVE INTENT.—To prevent inequities, conflicts, inconsistencies, and lapses in the numerous laws regulating or attempting to regulate travel expenses of public officers, employees, and authorized persons in the state, it is the intent of the Legislature:

(a) To establish standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

(b) To preserve the standardization established by this law:

1. The provisions of this section shall prevail over any conflicting provisions in a general law, present or future, to the extent of the conflict; but if any such general law contains a specific exemption from this section, including a specific reference to this section, such general law shall prevail, but only to the extent of the exemption.

2. The provisions of any special or local law, present or future, shall prevail over any conflicting provisions in this section, but only to the extent of the conflict.

(2) DEFINITIONS.—For the purposes of this section, the following words shall have the meanings indicated:

(a) Agency or public agency—Any office, department, agency, division, subdivision, political subdivision, board, bureau, commission, authority, district, public body, body politic, county, city, town, village, municipality, or any other separate unit of government created pursuant to law.

(b) Agency head or head of the agency—The highest policymaking authority of a public agency, as herein defined.

(c) Officer or public officer—An individual who in the performance of his or her official duties is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and has jurisdiction extending throughout the state, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

(d) Employee or public employee—An individual, whether commissioned or not, other than an officer or authorized person as defined herein, who is filling a regular or full-time authorized position and is responsible to an agency head.

(e) Authorized person—

1. A person other than a public officer or employee as defined herein, whether elected or commissioned or not, who is authorized by an agency head to incur travel expenses in the performance of official duties.

2. A person who is called upon by an agency to contribute time and services as consultant or adviser.

3. A person who is a candidate for an executive or professional position.

(f) Traveler—A public officer, public employee, or authorized person, when performing authorized travel.

(g) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature—The usual ordinary and incidental expenditures necessarily incurred by a traveler.

(h) Common carrier—Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

(i) Travel day—A period of 24 hours consisting of four quarters of 6 hours each.

(j) Travel period—A period of time between the time of departure and time of return.

(k) Class A travel—Continuous travel of 24 hours or more away from official headquarters.

(l) Class B travel—Continuous travel of less than 24 hours which involves overnight absence from official headquarters.

(m) Class C travel—Travel for short or day trips where the traveler is not away from his or her official headquarters overnight.

(n) Foreign travel—Travel outside the United States.

(3) AUTHORITY TO INCUR TRAVEL EXPENSES.—

(a) All travel must be authorized and approved by the head of the agency, or his or her designated representative, from whose funds the traveler is paid. The head of the agency shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the state and also stating the purpose of such travel.

(b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency and must be within the limitations prescribed by this section.

(c) Travel by public officers or employees serving temporarily in behalf of another agency or partly in behalf of more than one agency at the same time, or authorized persons who are called upon to contribute time and services as consultants or advisers, may be authorized by the agency head. Complete explanation and justification must be shown on the travel expense voucher or attached thereto.

(d) Travel expenses of public employees for the sole purpose of taking merit system or other job placement examinations, written or oral, shall not be allowed under any circumstances, except that upon prior written approval of the agency head or his or her designee, candidates for executive or professional positions may be allowed travel expenses pursuant to this section.

(e) Travel expenses of public officers or employees for the purpose of implementing, organizing, directing, coordinating, or administering, or supporting the implementation, organization, direction, coordination, or administration of, activities related to or involving travel to a terrorist state shall not be allowed under any circumstances. For purposes of this section, "terrorist state" is defined as any state, country, or nation designated by the United States Department of State as a state sponsor of terrorism.

(f) The agency head, or a designated representative, may pay by advancement or reimbursement, or a combination thereof, the costs of per diem of travelers for foreign travel at the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)" and incidental expenses as provided in this section.

(g) A traveler who becomes sick or injured while away from his or her official headquarters and is therefore unable to perform the official business of the agency may continue to receive subsistence as provided in subsection (6) during this period of illness or injury until such time as he or she is able to perform the official business of the agency or returns to his or her official headquarters, whichever is earlier. Such subsistence may be paid when approved by the agency head or his or her designee.

(h) The State Surgeon General or a designee may authorize travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health. The Department of Health may

establish rates lower than the rate provided in this section for these travel expenses.

(4) **OFFICIAL HEADQUARTERS.**—The official headquarters of an officer or employee assigned to an office shall be the city or town in which the office is located except that:

(a) The official headquarters of a person located in the field shall be the city or town nearest to the area where the majority of the person's work is performed, or such other city, town, or area as may be designated by the agency head provided that in all cases such designation must be in the best interests of the agency and not for the convenience of the person.

(b) When any state employee is stationed in any city or town for a period of over 30 continuous workdays, such city or town shall be deemed to be the employee's official headquarters, and he or she shall not be allowed per diem or subsistence, as provided in this section, after the said period of 30 continuous workdays has elapsed, unless this period of time is extended by the express approval of the agency head or his or her designee.

(c) A traveler may leave his or her assigned post to return home overnight, over a weekend, or during a holiday, but any time lost from regular duties shall be taken as annual leave and authorized in the usual manner. The traveler shall not be reimbursed for travel expenses in excess of the established rate for per diem allowable had he or she remained at his or her assigned post. However, when a traveler has been temporarily assigned away from his or her official headquarters for an approved period extending beyond 30 days, he or she shall be entitled to reimbursement for travel expenses at the established rate of one round trip for each 30-day period actually taken to his or her home in addition to pay and allowances otherwise provided.

(5) **COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT.**—For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

(a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.

(b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:

1. Breakfast—When travel begins before 6 a.m. and extends beyond 8 a.m.
2. Lunch—When travel begins before 12 noon and extends beyond 2 p.m.
3. Dinner—When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

(6) **RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE.**—For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

(a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide state business, which convention, conference, or business serves a direct and lawful public purpose with relation to the public agency served by the person attending such meeting or conducting such business, either of the following for each day of such travel at the option of the traveler:

- 1. Eighty dollars per diem; or
- 2. If actual expenses exceed \$80, the amounts permitted in paragraph (b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.

When lodging or meals are provided at a state institution, the traveler shall be reimbursed only for the actual expenses of such lodging or meals, not to exceed the maximum provided for in this subsection.

(b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):

- 1. Breakfast. . . . . \$6
- 2. Lunch. . . . . \$11
- 3. Dinner. . . . . \$19

(c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state.

(7) TRANSPORTATION.—

(a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The agency head or his or her designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

- 1. The nature of the business.
- 2. The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the agency head, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the agency head or his or her designee.
- 3. The number of persons making the trip and the amount of equipment or material to be transported.

(b) The Department of Financial Services may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the state.

(c) Transportation by common carrier when traveling on official business and paid for personally by the traveler, shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

(d)1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle:

- a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile; or
- b. A traveler shall be entitled to the common carrier fare for such travel if determined by the agency head to be more economical.

2. Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection (8).

3. All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense

voucher.

(e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph (d).

(f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph (d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph (d).

(g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.

(h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

(8) OTHER EXPENSES.—

(a) The following incidental travel expenses of the traveler may be reimbursed:

1. Taxi fare.
2. Ferry fares; and bridge, road, and tunnel tolls.
3. Storage or parking fees.
4. Communication expense.
5. Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(b) Other expenses which are not specifically authorized by this section may be approved by the Department of Financial Services pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the Department of Financial Services to the Auditor General annually.

(9) RULES.—

(a) The Department of Financial Services shall adopt such rules, including, but not limited to, the general criteria to be used by a state agency to predetermine justification for attendance by state officers and

employees and authorized persons at conventions and conferences, and prescribe such forms as are necessary to effectuate the purposes of this section. The department may also adopt rules prescribing the proper disposition and use of promotional items and rebates offered by common carriers and other entities in connection with travel at public expense; however, before adopting such rules, the department shall consult with the appropriation committees of the Legislature.

(b) Each state agency shall adopt such additional specific rules and specific criteria to be used by it to predetermine justification for attendance by state officers and employees and authorized persons at conventions and conferences, not in conflict with the rules of the Department of Financial Services or with the general criteria to be used by a state agency to predetermine justification for attendance by state officers and employees and authorized persons at conventions, as may be necessary to effectuate the purposes of this section.

(10) **FRAUDULENT CLAIMS.**—Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#). Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

(11) **TRAVEL AUTHORIZATION AND VOUCHER FORMS.**—

(a) *Authorization forms.*—The Department of Financial Services shall furnish a uniform travel authorization request form which shall be used by all state officers, employees, and authorized persons when requesting approval for the performance of travel to a convention or conference. The form shall include, but not be limited to, provision for the name of each traveler, purpose of travel, period of travel, estimated cost to the state, and a statement of benefits accruing to the state by virtue of such travel. A copy of the program or agenda of the convention or conference, itemizing registration fees and any meals or lodging included in the registration fee, shall be attached to, and filed with, the copy of the travel authorization request form on file with the agency. The form shall be signed by the traveler and by the traveler's supervisor stating that the travel is to be incurred in connection with official business of the state. The head of the agency or his or her designated representative shall not authorize or approve such request in the absence of the appropriate signatures. A copy of the travel authorization form shall be attached to, and become a part of, the support of the agency's copy of the travel voucher.

(b) *Voucher forms.*—

1. The Department of Financial Services shall furnish a uniform travel voucher form which shall be used by all state officers, employees, and authorized persons when submitting travel expense statements for approval and payment. No travel expense statement shall be approved for payment by the Chief Financial Officer unless made on the form prescribed and furnished by the department. The travel voucher form shall provide for, among other things, the purpose of the official travel and a certification or affirmation, to be signed by the traveler, indicating the truth and correctness of the claim in every material matter, that the travel expenses were actually incurred by the traveler as necessary in the performance of official duties, that

per diem claimed has been appropriately reduced for any meals or lodging included in the convention or conference registration fees claimed by the traveler, and that the voucher conforms in every respect with the requirements of this section. The original copy of the executed uniform travel authorization request form shall be attached to the uniform travel voucher on file with the respective agency.

2. Statements for travel expenses incidental to the rendering of medical services for and on behalf of clients of the Department of Health shall be on forms approved by the Department of Financial Services.

(12) **ADVANCEMENTS.**—Notwithstanding any of the foregoing restrictions and limitations, an agency head or his or her designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

(13) **DIRECT PAYMENT OF EXPENSES BY AGENCY.**—Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the agency head or his or her designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The agency head or his or her designee may also grant prior approval for a state agency to make direct payments of travel expenses in other situations that result in cost savings to the state, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

(14) **APPLICABILITY TO COUNTIES, COUNTY OFFICERS, DISTRICT SCHOOL BOARDS, SPECIAL DISTRICTS, AND METROPOLITAN PLANNING ORGANIZATIONS.**—

(a) The following entities may establish rates that vary from the per diem rate provided in paragraph (6)(a), the subsistence rates provided in paragraph (6)(b), or the mileage rate provided in paragraph (7)(d) if those rates are not less than the statutorily established rates that are in effect for the 2005-2006 fiscal year:

1. The governing body of a county by the enactment of an ordinance or resolution;
2. A county constitutional officer, pursuant to s. 1(d), Art. VIII of the State Constitution, by the establishment of written policy;
3. The governing body of a district school board by the adoption of rules;
4. The governing body of a special district, as defined in s. 189.012, except those special districts that are subject to s. 166.021(9), by the enactment of a resolution; or
5. Any metropolitan planning organization created pursuant to s. 339.175 or any other separate legal or administrative entity created pursuant to s. 339.175 of which a metropolitan planning organization is a member, by the enactment of a resolution.

(b) Rates established pursuant to paragraph (a) must apply uniformly to all travel by the county, county constitutional officer and entity governed by that officer, district school board, special district, or metropolitan planning organization.

(c) Except as otherwise provided in this subsection, counties, county constitutional officers and entities governed by those officers, district school boards, special districts, and metropolitan planning organizations, other than those subject to s. 166.021(9), remain subject to the requirements of this section.

(15) **CLASS C TRAVEL.**—Moneys appropriated from the State Treasury may not be used to pay per diem or subsistence related to Class C travel.

**History.**—ss. 1, 3, ch. 22830, 1945; ss. 1, 2, 3, ch. 23892, 1947; ss. 1, 3, ch. 25040, 1949; ss. 1, 3, ch. 26910, 1951; s. 1, ch. 28303, 1953; s. 1, ch. 29628, 1955; s. 1, ch. 57-230; s. 1, ch. 61-183; s. 1, ch. 61-43; s. 1, ch. 63-5; s. 1, ch. 63-192; s. 1, ch. 63-122; s. 1, ch. 63-400; ss. 2, 3, ch. 67-371; ss. 1, 2, ch. 67-2206; s. 1, ch. 69-193; s. 1, ch. 69-381; ss. 12, 23, 31, 35, ch. 69-106; s.

65, ch. 71-136; s. 1, ch. 72-213; s. 1, ch. 72-217; s. 1, ch. 72-324; s. 26, ch. 72-404; s. 1, ch. 73-169; s. 1, ch. 74-15; s. 1, ch. 74-246; s. 1, ch. 74-365; ss. 1, 2, ch. 75-33; s. 1, ch. 76-166; s. 2, ch. 76-208; ss. 1, 2, ch. 76-250; s. 1, ch. 77-174; s. 1, ch. 77-231; ss. 1, 2, ch. 77-437; s. 2, ch. 78-95; s. 51, ch. 79-190; s. 1, ch. 79-205; s. 1, ch. 79-303; s. 1, ch. 79-412; ss. 1, 2, ch. 81-207; ss. 1, 2, ch. 83-307; s. 1, ch. 85-140; s. 1, ch. 87-407; s. 4, ch. 88-235; s. 12, ch. 89-291; s. 18, ch. 91-45; s. 1, ch. 94-139; s. 1403, ch. 95-147; s. 26, ch. 95-312; s. 5, ch. 96-310; s. 43, ch. 96-399; s. 23, ch. 98-136; s. 9, ch. 99-8; s. 7, ch. 99-155; s. 16, ch. 99-399; ss. 48, 53, ch. 2001-254; ss. 46, 79, ch. 2002-402; s. 2, ch. 2003-125; s. 123, ch. 2003-261; s. 49, ch. 2003-399; s. 5, ch. 2004-5; s. 32, ch. 2004-269; s. 23, ch. 2005-71; s. 12, ch. 2006-1; s. 6, ch. 2006-18; ss. 14, 53, ch. 2006-26; s. 1, ch. 2006-41; s. 3, ch. 2006-54; s. 2, ch. 2007-196; s. 6, ch. 2008-6; s. 13, ch. 2008-153; s. 2, ch. 2010-4; s. 4, ch. 2011-143; s. 58, ch. 2014-22.

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## Meals and Incidental Expenses ( M&IE) Breakdown

The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to [Section 301-11.18 of the Federal Travel Regulation](#) for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

The table lists the six M&IE tiers in the lower 48 continental United States (currently ranging from \$46 to \$71). If you need to deduct a meal amount, first determine the location where you will be working while on official travel. You can look up the location-specific information at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem). The M&IE rate for your location will be one of the six tiers listed on this table. Find the corresponding amount on the first line of the table (M&IE Total) and then look below for each specific meal deduction amount.

The table also lists the portion of the M&IE rate that is provided for incidental expenses (currently \$5 for all tiers).

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	IE
\$46	\$7	\$11	\$23	\$5
\$51	\$8	\$12	\$26	\$5
\$56	\$9	\$13	\$29	\$5
\$61	\$10	\$15	\$31	\$5
\$66	\$11	\$16	\$34	\$5
\$71	\$12	\$18	\$36	\$5

This table lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Total	First & Last Day of Travel
\$46	\$34.50
\$51	\$38.25
\$56	\$42.00
\$61	\$45.75
\$66	\$49.50
\$71	\$53.25

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Looking for the foreign and outside the continental United States (OCONUS) breakdown chart? Visit [FTR Appendix B](#). (Note: Appendix B breakdowns do not apply to any locations in the continental United States; use the chart listed above.)

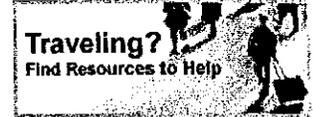
The shortcut to this page is [www.gsa.gov/mie](http://www.gsa.gov/mie).

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**QUESTIONS:**

For all travel policy questions, email [travelpolicy@gsa.gov](mailto:travelpolicy@gsa.gov).



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Primary Destination* (1)	County (2, 3)	Max Lodging by Month (excluding taxes)												Meals & Inc. Exp.**
		2014			2015									
Standard Rate	Applies for all locations without specified rates	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
		83	83	83	83	83	83	83	83	83	83	83	83	46
Boca Raton / Delray Beach / Jupiter	Palm Beach / Hendry	97	97	97	157	157	157	157	97	97	97	97	97	71
Bradenton	Manatee	83	83	83	83	119	119	83	83	83	83	83	83	56
Cocoa Beach	Brevard	105	105	105	105	105	105	105	105	105	105	105	105	51
Daytona Beach	Volusia	83	83	83	83	110	110	90	90	90	90	83	83	51
Fort Lauderdale	Broward	134	134	134	188	188	188	140	140	109	109	109	109	71
Fort Myers	Lee	93	93	93	142	142	142	142	93	93	93	93	93	56
Fort Walton Beach / De Funiak Springs	Okaloosa / Walton	129	86	86	86	86	145	145	145	196	196	129	129	51
Gainesville	Alachua	94	94	94	94	94	94	94	94	94	94	94	94	51
Gulf Breeze	Santa Rosa	83	83	83	83	83	83	83	83	108	108	83	83	51
Key West	Monroe	183	183	230	230	279	279	183	183	183	183	183	183	71
Miami	Miami-Dade	152	152	152	203	203	203	146	146	119	119	119	119	66
Naples	Collier	136	136	136	203	203	203	203	116	116	116	116	116	61
Orlando	Orange	115	115	115	115	115	115	115	115	115	115	115	115	56
Panama City	Bay	83	83	83	83	83	119	119	119	119	119	83	83	51
Pensacola	Escambia	94	94	94	94	94	121	121	121	121	121	121	94	46
Punta Gorda	Charlotte	83	83	83	83	123	123	83	83	83	83	83	83	51
Sarasota	Sarasota	92	92	92	126	126	126	126	92	92	92	92	92	56
Sebring	Highlands	99	99	99	99	99	99	99	99	99	99	99	99	46
St. Augustine	St. Johns	107	107	107	107	107	107	107	107	107	107	107	107	56
Stuart	Martin	91	91	91	91	91	91	91	91	91	91	91	91	51
Tallahassee	Leon	88	88	88	104	104	104	104	88	88	88	88	88	46
Tampa / St. Petersburg	Pinellas / Hillsborough	104	104	104	115	115	104	104	104	104	104	104	104	51
Vero Beach	Indian River	109	109	109	109	155	155	155	109	109	109	109	109	51

\* NOTE: Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.



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# New Standard Mileage Rates Now Available; Business Rate to Rise in 2015

IR-2014-114, Dec. 10, 2014

WASHINGTON — The Internal Revenue Service today issued the 2015 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2015, the standard mileage rates for the use of a car, van, pickup or panel truck will be:

- 57.5 cents per mile for business miles driven, up from 56 cents in 2014
- 23 cents per mile driven for medical or moving purposes, down half a cent from 2014
- 14 cents per mile driven in service of charitable organizations

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile, including depreciation, insurance, repairs, tires, maintenance, gas and oil. The rate for medical and moving purposes is based on the variable costs, such as gas and oil. The charitable rate is set by law.

Taxpayers always have the option of claiming deductions based on the actual costs of using a vehicle rather than the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after claiming accelerated depreciation, including the Section 179 expense deduction, on that vehicle. Likewise, the standard rate is not available to fleet owners (more than four vehicles used simultaneously). Details on these and other special rules are in [Revenue Procedure 2010-51](#), the instructions to [Form 1040](#) and various online IRS publications including [Publication 17](#), Your Federal Income Tax.

Besides the standard mileage rates, [Notice 2014-79](#), posted today on IRS.gov, also includes the basis reduction amounts for those choosing the business standard mileage rate, as well as the maximum standard automobile cost that may be used in computing an allowance under a fixed and variable rate plan.

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*Page Last Reviewed or Updated: 10-Dec-2014*

# City of Gulf Breeze

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 2/4/2015

**Subject:** Surplus Property

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Sections 2-126 through 2-129 of the City Code outline how the City disposes of surplus property. As I have indicated earlier it is a cumbersome and costly process that requires appraisals, published notice and a bid process. It dates back to the original 1976 Code. There is no distinction between surplus real property (land) and personal and/or tangible property (vehicles and equipment). It is my understanding that our historical practice is inconsistent with these provisions.

Accordingly, I believe it advisable to amend this portion of the Code to recognize current realities. With respect to personal property, I believe the Code should reflect the alternative procedure found in Section 274.06 of the Florida Statutes. This method promotes efficiency and cost-effectiveness in the disposal of surplus personal property. The disposal of surplus real property would more closely resemble the current process in the City Code.

I have enclosed the current section of the City Code and relevant statutory references. I would suggest that any draft ordinance include the following elements:

1. Definitions of real and personal property.
2. A reference to Florida Statutes, Chapter 274.
3. Using an estimated value limit of \$5000 as the threshold for a non-published notice bidding process, such as EGOVDEALS.
4. Allow for the trade-in of surplus property when purchasing new, like equipment.
5. Permit the disposal of personal property without bid to other governments or by donation to charitable non-profits.
6. The process for the disposal of surplus real property would require published notice and bids unless waived by the City Council.
7. All disposals would require City Council authorization.

I would suggest that this be presented to the City Council for discussion and action. Should you have any questions, please do not hesitate to contact me.

**Recommendation:** That the City Council authorize staff to prepare a draft ordinance amending the City Code to provide for a new set of procedures for the disposal of surplus property as outlined above.

Enclosures

**ARTICLE V. - SURPLUS PROPERTY**

FOOTNOTE(S):

--- (5) ---

**Cross reference**— Streets, sidewalks and other public places, ch. 16.**Sec. 2-126. - Power to declare property to be surplus property.**

Any property, real or personal, owned and held by the city may be declared to be surplus property of the city upon a finding by the city council that the property is of no useful value to the city.

*(Code 1976, § 2-76)***Charter reference**— Sale, lease, etc., of public lands, § 17.**Sec. 2-127. - Appraisal of property; notice of sale.**

Upon a declaration by the city council that specifically described property is surplus property, the city council shall obtain an appraisal of the surplus property from at least one qualified appraiser. The council shall thereafter set a time for receiving bids for the property, after first publishing a notice of the sale not less than two times for two consecutive weeks in a newspaper of general circulation in the city. The property shall not be sold for less than the appraised value, and the notice of sale shall provide for minimum bids of the appraised value.

The council may waive the requirement to obtain an appraisal when it is deemed by the council to be impractical or unnecessary.

*(Code 1976, § 2-77; Ord. No. 08-09, § 1, 6-15-09)***Sec. 2-128. - Failure to sell for appraised value.**

If the appraised value of surplus property is less than \$100.00 and no bid is received for at least the appraised value, the city council may dispose of the surplus property in any manner it deems necessary.

*(Code 1976, § 2-78)***Sec. 2-129. - Deposit required upon request to declare property surplus property.**

If any person requests the city council to declare any property of the city as surplus property, he shall, prior to any action on the property, deposit with the city the sum of \$50.00, which shall be applied toward the cost of appraisal and sale if a bid of at least the appraised value of the property is not received. The cost deposit shall be returned to the depositor if the property is sold pursuant to the public sale as provided in this article.

*(Code 1976, § 2-79)***Secs. 2-130—2-150. - Reserved.**

# The Florida Senate

## 2011 Florida Statutes

<u>Title XVIII</u> PUBLIC LANDS AND PROPERTY	<b>Chapter 274</b> <b>TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS</b>
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### CHAPTER 274

#### TANGIBLE PERSONAL PROPERTY OWNED BY LOCAL GOVERNMENTS

- 274.01 Definitions.
- 274.02 Record and inventory of certain property.
- 274.03 Property supervision and control.
- 274.04 Property acquisition.
- 274.05 Surplus property.
- 274.06 Alternative procedure.
- 274.07 Authorizing and recording the disposal of property.
- 274.08 Penalty.
- 274.09 Construction.
- 274.10 Initiation of act.
- 274.11 County health department property.
- 274.12 Special districts subject to chapter.

**274.01 Definitions.**— The following words as used in this act have the meanings set forth in the below subsections, unless a different meaning is required by the context:

- (1) “Governmental unit” means the governing board, commission or authority of a county or taxing district of the state or the sheriff of the county.
- (2) “Custodian” means the person to whom the custody of county or district property has been delegated by the governmental unit.
- (3) “Property” means all tangible personal property, owned by a governmental unit, of a nonconsumable nature.
- (4) “Fiscal year” means the governmental unit’s fiscal year established pursuant to law; otherwise, it means the calendar year.

**History.**— s. 1, ch. 59-163; s. 1, ch. 61-102.

**274.02 Record and inventory of certain property.**—

- (1) The word “property” as used in this section means fixtures and other tangible personal property of a nonconsumable nature.
- (2) The Chief Financial Officer shall establish by rule the requirements for the recording of property and for the periodic review of property for inventory purposes.

**History.**— s. 2, ch. 59-163; s. 8, ch. 69-82; s. 1, ch. 73-87; s. 5, ch. 82-104; s. 1, ch. 88-53; s. 5, ch. 96-209; s. 2, ch. 2004-296; s. 41, ch. 2006-122.

**274.03 Property supervision and control.**— A governmental unit shall be primarily responsible for the supervision and control of its property but may delegate to a custodian its use and immediate control and may require custody receipts. A governmental unit may assign to or withdraw from a custodian the custody of any of its property at any time; provided, that if the custodian is an officer elected by the people or appointed by the Governor, the property may not be withdrawn from the officer’s custody without his or her consent. Each custodian shall be responsible to the governmental unit for the safekeeping and proper use of the property entrusted to his or her care. If the custodian is

not a bonded officer, the governmental unit may require from the custodian a bond conditioned upon such safekeeping and proper use. In each county the sheriff shall be the custodian of the property of the office of sheriff.

**History.**—s. 3, ch. 59-163; s. 2, ch. 61-102; s. 186, ch. 95-148.

**274.04 Property acquisition.**— Whenever acquiring property, the governmental unit may pay the purchase price in full or may exchange property with the seller as a trade-in and apply the exchange allowance to the cost of the property acquired. If, whenever acquiring property, the governmental unit may best serve the interests of the county or district by outright sale of the property to be replaced, rather than by exchange as a trade-in, it may make the sale in a manner otherwise prescribed in this act for the disposal of property. The receipts from the sale may be treated as a current refund if the property to be acquired shall be contracted for within the same fiscal year of the governmental unit in which the property sold is disposed of.

**History.**—s. 4, ch. 59-163.

**274.05 Surplus property.**— A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Within the reasonable exercise of its discretion and having consideration for the best interests of the county or district, the value and condition of property classified as surplus, and the probability of such property's being desired by the prospective bidder or donee to whom offered, the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. If the surplus property is offered for sale and no acceptable bid is received within a reasonable time, the governmental unit shall offer such property to such other governmental units or private nonprofit agencies as determined by the governmental units on the basis of the foregoing criteria. Such offer shall disclose the value and condition of the property. The best bid shall be accepted by the governmental unit offering such surplus property. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.

**History.**—s. 5, ch. 59-163; s. 21, ch. 94-226; s. 6, ch. 96-209; s. 1, ch. 96-236.

**274.06 Alternative procedure.**— Having consideration for the best interests of the county or district, a governmental unit's property that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function, which property is not otherwise lawfully disposed of, may be disposed of for value to any person, or may be disposed of for value without bids to the state, to any governmental unit, or to any political subdivision as defined in s. 1.01, or if the property is without commercial value it may be donated, destroyed, or abandoned. The determination of property to be disposed of by a governmental unit pursuant to this section instead of pursuant to other provisions of law shall be at the election of such governmental unit in the reasonable exercise of its discretion. Property, the value of which the governmental unit estimates to be under \$5,000, may be disposed of in the most efficient and cost-effective means as determined by the governmental unit. Any sale of property the value of which the governmental unit estimates to be \$5,000 or more shall be sold only to the highest responsible bidder, or by public auction, after publication of notice not less than 1 week nor more than 2 weeks prior to sale in a newspaper having a general circulation in the county or district in which is located the official office of the governmental unit, and in additional newspapers if in the judgment of the governmental unit the best interests of the county or district will better be served by the additional notices; provided that nothing herein contained shall be construed to require the sheriff of a county to advertise the sale of miscellaneous contraband of an estimated value of less than \$5,000.

**History.**—s. 6, ch. 59-163; s. 22, ch. 94-226; s. 7, ch. 96-209.

**274.07 Authorizing and recording the disposal of property.**— Authority for the disposal of property shall be recorded in the minutes of the governmental unit. The disposal of property within the purview of s. 274.02 shall be recorded in the records required by that section.



# City of Gulf Breeze

Office of the Mayor

## MEMORANDUM

To : City Council

From : Matt E. Dannheisser, Mayor

Date : February 5, 2015

Subject: City Manager Employment Contract

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Please recall that in a memorandum furnished to the City Council and CTA Board last October (a copy of which is attached for your convenience), the City Manager made a number of recommendations regarding CTA operations – all of which were approved by the CTA Board. One of the recommendations was:

*Restructuring the Independent Contractor Agreement between CTA and Edwin A Eddy such that compensation is not contingent on closings of transactions.*

That recommendation was urged by both former Mayor Zimmern and me because, in part, we felt that it was unfair to Buz to have his salary vary from one year to the next based upon whether CTA issued bonds. Although the average of his compensation has been in line with the recommendations of the Cody study, Buz deserves to have a reasonable expectation of his income each year. Also, we thought it appropriate that the City Manager's only incentive be to advocate financings that are in the best interest of the City.

Upon further discussion of the matter with the Deputy City Manager and City Attorney, along with Buz, it was recognized that the City Manager's total compensation derives from three separate contracts – a standard ICMA contract with the City, another contract with GBFS and a third contract with CTA. We thought that, in an effort to improve transparency, it would be better to combine the contracts into one.

Attached is a revised employment contract that Mike and Curt have prepared, and is acceptable to Buz. I recommend your approval of the revised contract. The contract follows the format of Buz'

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current contract with the City, but includes his services in connection with GBFS and CTA. The compensation amount is a bit less than the average of what he has been paid in recent years; however, more of his income is included for purposes of pension contributions – so it is close to even. The other terms are pretty much the same as the current contract. By rolling the three agreements into one, we can eliminate any public perception that the City Manager has an incentive to facilitate or recommend transactions in his advisory role with CTA or GBFS.

To ensure there will be no adverse effect upon the City's budget because of consolidating the three contracts, if the revised contract is approved, appropriate budget amendments for CTA and GBFS will be needed to offset the compensation. (Whereas in the past portions of Buz' compensation have derived directly or as a result of CTA and/or GBFS operations, the revised contract contemplates that all of his compensation will be paid by the City.) Thus, the budgets of those entities should be revised to provide for interdepartmental transfers of funds to the City where otherwise there would have been direct payments to the City Manager. As a result, the net effect on the City's budget is the same as was contemplated when the budget was approved.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE CITY MANAGER'S EMPLOYMENT CONTRACT AS PRESENTED.**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
Board of Director, Capital Trust Agency

**CC :** Matt E. Dannheisser, City Attorney  
Ed M. Gray, III, Executive Director, Capital Trust Agency  
Richard I. Lott

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

**Date :** October 10, 2014

**Subject:** **Capital Trust Agency Contract – Municipal Advisory Services**

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Attached for your reference is a copy of a contract between Capital Trust Agency and Municipal Advisory Services ("MAS") which is a corporation formed by Ed Gray. Compliance with the terms of this contract has been a concern of late as a result of inquiries.

As directed by consensus of the CTA Board and the Mayor, we will commence a full "compliance audit" of this and other pertinent contracts immediately. The CTA Board will receive a copy of the report and an opportunity to discuss the audit when it is completed by Saltmarsh, Cleaveland and Gund ("SMG").

The CTA contract with MAS provides for three forms of compensation to MAS:

- a) a base amount of \$12,500 annually;
- b) a monthly amount equal to \$10 per \$1,000,000 of outstanding bonds; and
- c) a consultant's fee for loan program issuances and origination fees for loans originated from an overall loan pool program.

In light of this base pay/payment at closing compensation package, the contract provides that MAS shall remit the first \$18,750 of such fees back to the agency annually. This is the issue that caused questions to be raised regarding compliance. We wanted to immediately understand the matter over the twelve plus years this contract has been in place and advise you and the Mayor and Council as to any issues that may exist.

We prepared the attached spreadsheet to provide a year to year analysis of the payments made to MAS and those due back to CTA. Take a look at 2002 for example. In the fourth column, under the heading "MAS Closing Fee," the total annual payments to MAS at closing are listed. In columns 5, 6, and 7

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the amount to be remitted by MAS is listed with an ending balance of 0 in column 7. This activity continues until 2005. In 2005, MAS made payments of \$12,000 plus \$18,750 and only \$18,750 was due for the year. A "credit" of \$12,000 was carried over to 2006. When the \$18,750 due for 2006 was applied, MAS owed CTA \$6,750.

A payment of \$3,000 was due from MAS in 2007 as a result of one closing which raised the amount due to \$9,750. When the 2008 amount of \$18,750 due from MAS was applied, the overall balance due increased to \$28,500.

As of July 2014, the balance due CTA from MAS was \$122,250. MAS made the payments listed. As of October 7, 2014, amounts due CTA from MAS have been reconciled and paid.

This spreadsheet was produced by City staff based on a list of closings and copies of cancelled checks provided by Ed Gray. We prepared this spreadsheet to summarize information assembled by others and begin the process of clearing up ambiguities discussed by the CTA Board and the Mayor and Council. The full compliance audit done by SMG will add further clarity and assurance to both boards that there are no further issues.

We also recommend:

1. Promulgating an objective guideline or policy for determining the amount of consultant fees that may be charged for a particular transaction.
2. At the time an inducement resolution is proposed for Board action, written reporting of projected fees that CTA consultants and representatives (e.g., Executive Director, Issuer Counsel, Bond Counsel, etc.) would be expected to realize from the transaction.
3. At the time a final award resolution is proposed for Board action, written reporting of the actual fees that CTA consultants and representatives will realize from the transaction.
4. Semi-annual written reporting to the Board of all compensation derived by CTA employees and contractors from matters relating to CTA.
5. Restructuring the Independent Contractor Agreement between CTA and Municipal Advisory Services to incorporate a component which ties compensation to overall performance (i.e., net income/profitability) of CTA.
6. Restructuring the Independent Contractor Agreement between CTA and Edwin A. Eddy such that compensation is not contingent on consultant fees that are contingent on closings of transactions.

The Mayor and Council have also noted interest in restructuring my contract to remove incentive based compensation relative to CTA activities.

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

## INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is made and entered into as of the 1<sup>st</sup> day of January, 2002, by and between CAPITAL TRUST AGENCY, INC., a Florida not-for-profit corporation, 409 Gulf Breeze Parkway, Gulf Breeze, Florida 32561, (hereinafter "CTA"), and MUNICIPAL ADVISORY SERVICES, INC., a Florida corporation, 92 Chanteclair Circle, Gulf Breeze, Florida 32561, (hereinafter "Contractor"), who may hereinafter be individually referred to as a "Party" or collectively as the "Parties."

### WITNESSETH:

WHEREAS, (a) on November 7, 1999, CTA issued \$220,000,000.00 of its Variable Rate Demand Multi-Family Housing Revenue Bonds (Community Loan Program), Series 1999A, the proceeds of which funded its Community Loan Program (hereinafter "Community Builders Program") the purpose of which is to finance the acquisition, development, improvement, etc., of certain multi-family housing facilities by certain non-for-profit organizations; (b) on January 25, 2000, CTA issued \$130,000,000.00 of its Variable Rate Demand Multi-Family Housing Revenue Bonds (Community Loan Program), Series 1999B, the proceeds of which funded its Community Loan Program (hereinafter "Reliance Housing Program") the purpose of which is to finance the acquisition, development, improvement, etc., of certain multi-family housing facilities by certain non-for-profit organizations; (c) on November 3, 2000, CTA issued \$13,735,000.00 of its Tax-Exempt Multi-Family Housing Revenue Bonds (Shadow Run Project), Series 2000A, Multi-Family Housing Taxable Revenue Bonds (Shadow Run Project), Series 2000B, and Subordinate Multi-Family Housing Revenue Bonds (Shadow Run Project), Series 2000C, for purposes of funding the acquisition and development of certain low and moderate income multi-housing projects (hereinafter "Shadow Run Financing"), and (d) CTA is contemplating the issuance of its Capital Revenue Bonds (Seminole Tribe of Florida Convention and Resort Hotel Facilities), Series 2001, for purposes of financing certain capital improvements for the Seminole Indian Tribe of Florida (hereinafter "Seminole Indian Financing"). The Community Builders Program, the Reliance Housing Program, the Shadow Run Financing, the Seminole Indian Financing, together with any additional loan programs created hereafter for which CTA is the issuer of its funding bonds, may hereinafter be individually referred to as a "Loan Program" or collectively as the "Loan Programs."

WHEREAS, CTA has determined that the Loan Programs may require that certain services be professionally performed, the Loan Programs be professionally managed, and that potential participants be identified and the benefits of the Loan Programs be presented to those potential participants;

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Edindepcontr.agr01/17/02(MED)-cln  
Edindepcontr.agr01/28/02(MED)-cln

WHEREAS, CTA has determined that the Loan Programs may also require certain services be professionally performed to provide assistance to participants in preparing and processing applications for participation in and/or for loans from a Loan Program, to negotiate the terms of Loan Programs and loans therefrom, to originate Loan Programs and loans therefrom, to facilitate the successful closing of Loan Programs and loans therefrom, and to monitor the continued participation of borrowers who become participants in a Loan Program;

WHEREAS, the Loan Programs provide a significant source of revenues for CTA and impose significant administrative, marketing and oversight obligations upon CTA. In light of the burdens and obligations of CTA as a result of the Loan Programs, as well as in consideration of the significant revenues generated therefrom, the Board of Directors of CTA has recognized the need for professional assistance for the efficient oversight, administration, servicing and supervision of the Loan Programs.

WHEREAS, CTA desires to retain the services of an independent contractor, to serve as the Executive Director of CTA, who is qualified and has experience in servicing the Loan Programs, including administering the aforesaid duties and obligations.

WHEREAS, Contractor is able to furnish unto CTA individuals who have significant experience, knowledge and expertise in the administration, oversight, servicing and marketing of the Loan Programs, and who desire to perform the said services for the benefit of CTA.

WHEREAS, Contractor, through its employees and representatives who are furnished to perform the services of Executive Director, agrees to provide the requested services to CTA according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. **Description of Work:** Contractor shall furnish such qualified, experienced and knowledgeable personnel as necessary to (a) perform and assume the position and title of Executive Director of CTA, (b) provide administrative, oversight, management and marketing services with respect to the Loan Programs, and (c) perform such additional and related duties as may be requested by CTA including but not limited to (i) all duties and obligations of CTA pursuant to any Administration Agreement entered into by CTA in connection with Loan Programs under its sponsorship, and (ii) those duties set forth in the attached Exhibit "A."

2. **Place of Work:** Services to be provided by Contractor pursuant to this Agreement shall be performed at such locations as Contractor deems appropriate, although it is

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recognized that files and other appropriate documents shall be primarily maintained at CTA's principal place of business. CTA shall make available to Contractor appropriate office space at CTA's principal place of business, which space Contractor may but shall not be required to utilize for performance of its duties hereunder.

3. **Relationship of Parties:** The Parties intend that an independent contractor-customer relationship will be created by this Agreement. CTA is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. However, those individuals furnished by Contractor to perform the services contemplated herein shall perform such work in accordance with currently accepted practices and pursuant to the guidelines set forth in and incumbent upon the Loan Programs. Neither Contractor nor any of its employees, agents, or representatives shall be considered an employee of CTA for any purpose, and the Contractor as well as its employees are not entitled to any of the benefits which CTA provides or may provide for its employees. It is understood that CTA does not agree to use Contractor exclusively and CTA may employ such personnel as it deems appropriate.

4. **Time Devoted to Work:** In the performance of the services contemplated herein, the hours Contractor or the personnel it furnishes are to work on any given day will be entirely within Contractor's control and CTA will rely upon Contractor and such personnel to work such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

5. **Employment of Personnel:** Contractor shall be responsible for providing experienced and qualified personnel to perform the services contemplated herein, and Contractor shall be responsible for and in full control of the work performed by such personnel. Any person furnished by Contractor to perform the services of Executive Director shall have at least fifteen (15) years experience in the banking industry in Northwest Florida.

6. **Right of Supervision:** In the performance of the services contemplated herein, Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, with CTA being interested only in the results obtained. However, the services contemplated herein must meet the approval of CTA and must be subject to CTA's general right of inspection and supervision to secure satisfactory completion thereof. The actual performance and superintendence of all work and services hereunder shall be by Contractor, but CTA may designate a representative who shall at all times have access to inspect the work performed by Contractor in order to determine whether such work is being performed in accordance with the provisions hereof. Such representatives shall be empowered to act for CTA on all matters relating to Contractor's performance of the work contemplated herein. Any person furnished by Contractor to perform the services of Executive Director shall be approved by CTA's Board of Directors before such person commences to perform the services of Executive Director, and without such prior approval Contractor shall not be entitled to receive and CTA shall not be obligated to pay any of the compensations, fees, charges and/or reimbursements contemplated herein.

7. **Compensation:** For the services rendered pursuant to this Agreement, CTA agrees to compensate Contractor as follows:

(a) A base amount of \$12,500.00 annually, to be paid in even monthly payments of \$1,041.67 on or before the last day of each month during the term of this Agreement; and

(b) An amount to be paid on or before the last day of each month during the term of this Agreement equal to the sum of (i) Ten and NO/100 Dollars (\$10.00) per each One Million and NO/100 Dollars (\$1,000,000.00) par amount of outstanding bonds for each bond issuance of CTA. The preceding sentence notwithstanding, regardless of the amount of bonds outstanding for credit enhanced and non-credit enhanced issuances, the minimum amount that CTA shall pay unto Contractor for the compensation contemplated in this paragraph shall be Five Hundred and NO/100 Dollars (\$500.00) per month.

8. **Loan Program Issuances:** Contractor may charge and receive at closings of future Loan Programs developed as a result of CTA being the issuer or sponsor thereof a consultant's fee or similar charge, provided (i) such fees or charges shall be designated as an issuance cost of such Loan Program and shall be paid solely from the Loan Program; and (ii) Contractor shall remit to CTA the first Eighteen Thousand Seven Hundred Fifty and NO/100 Dollars (\$18,750.00) of such fees or charges paid to Contractor each year, it being recognized that such remittance is intended to offset the compensation paid by CTA to Contractor pursuant to Section 7(a), above.

9. **Loan Origination Fees:** Contractor may charge and shall be paid at closings of loans originated from a Loan Program a loan origination fee or similar charge in the amount of Two Hundred Dollars (\$200.00) per One Million Dollars (\$1,000,000.00) par amount of loan originated (.20 basis points), subject to a minimum fee per originated loan of Five Hundred Dollars (\$500.00) and a maximum fee per originated loan of Three Thousand Dollars (\$3,000.00). Such loan origination fee shall be paid contemporaneously upon the closing of loans made to any borrower. It is contemplated that, and CTA shall endeavor to require, borrowers to pay such loan origination fees a cost and condition of, and contemporaneously upon, closing of such loans.

10. **Expenses:** For expenses incurred in performing the services contemplated herein, CTA shall reimburse Contractor for actual out-of-pocket expenses incurred in connection with performing such services provided that the incurrence of such expense has been approved (before or after the fact) by CTA.

11. **Term:** This Agreement shall be effective and its initial term shall commence as of the date first above written, and shall continue in full force and effect for a period of one year. This Agreement shall be automatically renewed and extended for successive one year periods unless,

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before one hundred eighty (180) days prior to expiration of the then existing term, a Party provides written notice to all other Parties of its intentions to terminate and/or not renew this Agreement upon expiration of the then existing term. The foregoing notwithstanding, this Agreement may be terminated at any time, with or without cause, by any Party by providing one hundred eighty (180) days advance written notice to the other Party of its desire to terminate this Agreement.

In addition to the foregoing, (i) the event of dissolution of CTA, and/or (ii) any change in ownership of Contractor (e.g., sale, transfer or additional issuance of stock, any change in shareholders, etc.) without CTA's advance written approval shall automatically constitute termination of this Agreement as of the date and time of such dissolution and/or change in ownership, notwithstanding the failure of either Party to provide the advance written notice contemplated in the preceding paragraph.

12. **Taxes:** Contractor shall be responsible for paying all taxes, including but not limited to Social Security Tax (FICA), federal unemployment tax (FUTA), income withholding tax, or any other tax or charge associated with Contractor's performance hereunder, including all work performed by Contractor's employees, agents and representatives. CTA shall be responsible only for providing Contractor with an IRS Form 1099 each calendar year.

13. **Fiduciary Obligation:** The Parties recognize and acknowledge that by entering into this Agreement CTA had reposed unto Contractor special confidence and trust that Contractor will act in the best interest of CTA. Contractor agrees, covenants, and commits that with respect to all actions and conduct of Consultant (including the actions and conduct of all individuals that Contractor furnishes to perform the services contemplated herein) that could have an effect upon CTA, Consultant and such individuals will act and conduct themselves in good faith and in the best interest of CTA and its objectives, goals, intentions and business relationships.

14. **Agreement not an Obligation of the City of Gulf Breeze or Town of Century:** The Parties agree and acknowledge that no term, provision, obligation or covenant, expressed or implied, created by or arising out of this Agreement shall constitute an indebtedness, debt, pecuniary liability or loan of credit of the City of Gulf Breeze or the Town of Century, or any of their officers or directors, or a charge against the general credit or taxing powers of the City of Gulf Breeze or the Town of Century. The Parties further agree that any obligations of CTA created by or arising out of this Agreement shall not constitute an indebtedness, debt, pecuniary liability, obligation or the like of any officer, director, official, employee, or agent of CTA.

Any obligation of CTA for the payment of compensation, fees and/or expenses contemplated in this Agreement shall be payable solely and exclusively from revenues of CTA (which include all income, revenues, profits and other sums of money and funds received directly by CTA). No such compensation, fees or expenses shall be payable by or an obligation of either the City of Gulf Breeze or the Town of Century.

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15. **Complete Agreement:** This Agreement supersedes all prior agreements, written or oral (including that certain Independent Contractor Agreement dated as of August 1, 1999, by and among CTA, Ed M. Gray, III, and Edwin A. Eddy), and is intended to be a complete and exclusive statement of the terms of the Agreement between the Parties, and it may not be changed or amended without written agreement signed by the Parties.

CAPITAL TRUST AGENCY, INC.,  
A Florida Not-For-Profit Corporation

By:   
Its: Chairman

MUNICIPAL ADVISORY SERVICES, INC.,  
a Florida Corporation,

By:   
Its: President

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## EXHIBIT "A" - DESCRIPTION OF DUTIES

In addition to any and all services, obligations, responsibilities and duties contemplated in this Agreement to be performed or provided by Contractor for the benefit of CTA, Contractor shall also perform and undertake the following:

- (a) Assist in the selection and engagement of any financial or other professionals which may be considered to participate in any Loan Programs;
- (b) Pursue and acquire approval by appropriate officials or governing bodies of any participants, counties, cities, or other governmental organizations or public agencies necessary for implementation of a Loan Program and/or for any loans or financings contemplated as a part thereof;
- (c) Market, provide information, and promote Loan Programs as appropriate to potential participants through development, preparation and dissemination of written materials, meetings with appropriate officials, and appearances and presentations at conferences, conventions, programs and meetings for appropriate organizations;
- (d) Participate extensively with all parties and professionals in the establishment and operation of Loan Programs, including negotiation of terms, conditions and program structure;
- (e) Provide advice and assistance to CTA with respect to the structuring of Loan Programs so as to enable the Loan Programs to be and remain competitive with other sources of financings;
- (f) Advise CTA immediately of any actions or omission of actions which Consultant believes adversely impacts the marketability of a Loan Program;
- (g) Use reasonable efforts to originate loans from or for the Loan Programs;
- (h) Assist prospective participants or borrowers in preparing required information in completing required applications to secure approval of a Loan Program and/or approval of a loan from a Loan Program;
- (i) Coordinate the scheduling and closing of each Loan Program and each loan from a Loan Program, and assume responsibility to assure that all requirements and conditions for the closings are satisfied;
- (j) Provide periodic reports to CTA detailing marketing and origination activities, the status potential Loan Programs, loans and applications for borrowings, and other reasonably

pertinent matters as CTA may desire;

(k) Consult with the officials or any prospective participant or borrower seeking to participate in a Loan Program or seeking a loan from a Loan Program and give advice and assistance to such prospective participant or borrower as to eligibility, application procedure, required security, and all other related matters;

(l) Meet with the governing body or other appropriate representatives of a prospective participant or borrower to explain the appropriate Loan Program and applicable procedure;

(m) Provide reasonable assistance to prospective participants and/or borrowers in the preparation of applications and assembling the necessary information and documentation as contemplated for participation in and/or borrowing from a Loan Program;

(n) Review for completeness and provide recommendations upon required submissions and supporting documentation for participation in and/or borrowings from a Loan Program;

(o) Act as a liaison between a participant or borrower and other appropriate parties including the Issuer and credit facility with respect to each Loan Program;

(p) Subsequent to closing of a Loan Program, and subsequent to closing of loans as a part of a Loan Program, receive and review annual audits and other information relative to the financial status and general operation of a participant or borrower as to which CTA or Consultant has a reasonable basis of concern regarding its financial condition and the status of the participant's or borrower's project with respect to the applicable Loan Program and/or applicable loan (and in the event of finding from such review any fact that may be adverse to the status of a Loan Program, provide appropriate notification and consultation with such participant or borrower);

(q) Respond to inquiries from participants and borrowers and assist participants and borrowers in complying with continuing requirements of the applicable Loan Program;

(r) Obtaining and providing information necessary for audits of CTA and each Loan Program; and

(s) Obtaining from participants and borrowers the information for annual or event disclosure reports required pursuant to applicable regulations with respect to Loan Programs, and/or loans therefrom, and otherwise taking such steps as necessary to comply with reporting requirements contemplated by applicable governmental regulations.

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Calendar Year	Date of Closing/Remittance	Bond Program/MAS Remittance	MAS Closing Fee	Fees to be Remitted by MAS	MAS Remittance	Outstanding Balance
2002	3/26/2002	Air Cargo, Pensacola	\$3,000.00	\$3,000.00		\$3,000.00
	5/1/2002	Seminole Tribe	\$120,000.00	\$15,750.00		\$18,750.00
	5/13/2002	Remittance	\$123,000.00	\$18,750.00	\$18,750.00	\$0.00
2003	5/20/2003	Seminole Tribe	\$52,500.00	\$18,750.00		\$18,750.00
	5/21/2003	Remittance			\$18,750.00	\$0.00
	6/10/2003	AOF Projects	\$25,000.00			\$0.00
	6/19/2003	Air Cargo	\$25,000.00			\$0.00
	12/23/2003	AHF Affordable Housing	\$35,000.00			\$0.00
			\$137,500.00	\$18,750.00		
2004	5/20/2004	Seminole Tribe	\$29,500.00	\$18,750.00		\$18,750.00
	5/21/2004	MAS Remittance			\$18,750.00	\$0.00
	8/11/2004	Aero Term Miami	\$25,000.00			\$0.00
	12/16/2004	Reliance Magnolia	\$12,000.00			\$0.00
			\$66,500.00	\$18,750.00		
2005	8/3/2005	Reliance Magnolia	?			
	9/20/2005	MAS Remittance			\$12,000.00	-\$12,000.00
	11/9/2005	Atlantic-Reliance	?			-\$12,000.00
	11/15/2005	MAS Remittance			\$18,750.00	-\$30,750.00
	12/23/2005	Atlantic Housing (multi-state)	\$60,000.00	\$18,750.00		-\$12,000.00
			\$60,000.00	\$18,750.00		
2006	3/30/2006	Portofino Stratford	\$22,500.00	\$18,750.00		\$6,750.00
	6/15/2006	AHF of FL (Carlyle)	?			\$6,750.00
			\$22,500.00	\$18,750.00		
2007	12/12/2007	Aero Orlando II	\$3,000.00	\$3,000.00		\$9,750.00
			\$3,000.00	\$3,000.00		
2008	7/23/2008	Atlantic refinance	\$65,000.00	\$18,750.00		\$28,500.00
			\$65,000.00	\$18,750.00		
2009	- - -	No closing during 2009		\$0.00		\$28,500.00

Calendar Year	Date of Closing/Remittance	Bond Program/MAS Remittance	MAS Closing Fee	Fees to be Remitted by MAS	MAS Remittance	Outstanding Balance
2010	10/27/2010	Miami Charter School	\$12,500.00	\$12,500.00		\$41,000.00
	12/30/2010	Goodwill	\$12,500.00	\$6,250.00		\$47,250.00
			<b>\$25,000.00</b>	<b>\$18,750.00</b>		
2011	5/31/2011	TM Alexander	\$15,000.00	\$15,000.00		\$62,250.00
	8/3/2011	Million Air	\$27,500.00	\$3,750.00		\$66,000.00
	010/19/2011	Bayou Oasis	\$15,000.00			\$66,000.00
	12/22/2011	Civic Towers	\$16,000.00			\$66,000.00
			<b>\$73,500.00</b>	<b>\$18,750.00</b>		
2012	4/17/2012	Stonybrook	\$17,000.00	\$17,000.00		\$83,000.00
	11/20/2012	Windsor Cove	\$15,000.00	\$1,750.00		\$84,750.00
			<b>\$32,000.00</b>	<b>\$18,750.00</b>		
2013	1/8/2013	Jax GMF	\$27,500.00	\$18,750.00		\$103,500.00
	1/24/2013	Stuart Lodge	\$30,000.00			\$103,500.00
			<b>\$57,500.00</b>	<b>\$18,750.00</b>		
2014	1/31/2014	South Biscayne	\$27,500.00	\$18,750.00		\$122,250.00
	4/23/2014	Palm Bay	\$13,500.00			\$122,250.00
	5/8/2014	Robert Sharp Apartments	\$10,000.00			\$122,250.00
	5/29/2014	Silver Creek	\$32,500.00			\$122,250.00
	7/16/2014	Bayou Oasis (release of property)	\$8,000.00			\$122,250.00
	8/20/2014	MAS Remittance			\$18,750.00	\$103,500.00
	8/20/2014	MAS Remittance			\$18,750.00	\$84,750.00
	8/21/2014	Holley Navarre	\$7,500.00			\$84,750.00
	9/8/2014	MAS Remittance			\$18,750.00	\$66,000.00
	9/8/2014	MAS Remittance			\$18,750.00	\$47,250.00
10/1/2014	MAS Remittance			\$3,000.00	\$44,250.00	
10/7/2014	MAS Remittance			\$44,250.00	\$0.00	
			<b>\$99,000.00</b>	<b>\$18,750.00</b>		
		Total Fees to be Remitted by MAS		\$209,250.00		
		Total Fees Remitted by MAS			\$209,250.00	

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015, (hereinafter the "Effective Date") by and between the CITY OF GULF BREEZE, State of Florida, a municipal corporation (hereinafter "City"), and EDWIN A. EDDY (hereinafter "Employee"), both of whom agree as follows:

WHEREAS the Employee has an employment Agreement with the City that is effective until June 30, 2016; an independent contractor Agreement with the Capital Trust Agency, which is still in effect; and an independent contractor Agreement with Gulf Breeze Financial Services, Inc., which is still in effect, collectively the "Prior Agreements"; and,

WHEREAS it is the intent of the Employee and the City that this Agreement supersede and replace the Prior Agreements; and

WHEREAS it is the intent of the Employee and the City that all accrued pay, compensation, leave and other benefits under the Prior Agreements as of the Effective Date of this Agreement shall carry over to this Agreement; and,

WHEREAS, City desires to continue the employment of Employee as City Manager of the City of Gulf Breeze, such employment having commenced on October 13, 1992; and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City to (1) continue to secure and retain the services of Employee and to provide a continued inducement for him to remain in such employment, (2) deter against malfeasance or dishonesty for personal gain on the part of the Employee and (3) provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties due to age or disability or when City may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to continue his employment as City Manager of City;

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

## SECTION 1. DUTIES

The City hereby agrees to continue to employ Employee as City Manager to perform the functions and duties specified in the City Charter and Code of Ordinances of the City of Gulf Breeze and to perform other legally permissible and proper duties and functions as the Gulf Breeze City Council (hereinafter "City Council") from time to time may assign. Additionally, the Employee shall continue administrative, oversight, management and marketing services with respect to the various loan programs conducted by the Capital Trust Agency, Inc. ("CTA") and Gulf Breeze Financial Services, Inc. ("GBFS"); and shall undertake such additional and related duties as may be requested by CTA or GBFS and agreed upon by and between the Employee, the City, CTA and GBFS.

## SECTION 2. TERM

A. The Agreement shall become effective on the Effective Date and shall remain in effect for a period of five (5) years, except as otherwise set forth herein.

B. It is understood and agreed that City may terminate this Agreement and terminate the employment of Employee at will and this Agreement gives no proprietary interest in the job and no further remuneration would be claimed after termination except for that which is otherwise provided herein.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.

D. Employee agrees to remain in the exclusive employ of the City (or subsidiary, affiliated or related entities of the City) for the term of this Agreement and neither to accept other employment nor to become employed by any other employer during the term of this Agreement. In the event this Agreement is renewed or extended in accordance with Section 2, Paragraph E, or by Agreement of the parties, the period of exclusive employment shall remain in effect during the corresponding period of renewal or extension.

The term "employed" shall not be construed to include occasional teaching, writing or consulting performed on Employee's time off, provided that such activity does not interfere with Employee's performance of his duty. Furthermore, Employee shall not engage in any outside employment without the knowledge and consent of the City Council. The Employee agrees that he will not accept competing employment without the approval of the City.

E. In the event written notice is not given by either party to this Agreement to the other party to this Agreement at least six (6) months prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions as herein provided for an additional period of five years. This Agreement shall continue thereafter for five-year periods unless either party provides the other, at least six (6) months before

expiration of this Agreement, with written notice that the party does not wish to extend this Agreement.

### SECTION 3. SUSPENSION

City may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if

- (1) a majority of City Council and Employee agree, or
- (2) after a public hearing, a majority of the City Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing.

### SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the City before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, City agrees to pay Employee a lump sum cash payment equal to six (6) months' aggregate salary ("Aggregate Salary"). City shall also compensate Employee for any accrued sick leave, vacation and any other accrued benefits in accordance with the City's policies, rules, regulations and ordinances applicable to other employees similarly terminated by the City and in accordance with Section 10 of this Agreement. Provided, however, that in the event Employee is terminated because of misconduct or conviction of any felony or misdemeanor of first degree, City has no obligation to give notice or pay the Aggregate Salary set forth in this paragraph. For purposes of this section, the term "misconduct" shall not include acts of ordinary negligence.

B. The compensation of the Employee shall be fixed by the City and shall not be reduced during its tenure unless otherwise agreed by the parties hereto. In the event City refuses, following written notice, to comply with any material provision of this Agreement herein benefitting Employee, or the Employee resigns at the request of the City Council, the Employee may, at his option, be deemed to be "terminated" (for purposes of the severance pay provision, above) as of the date his resignation is effective or the date of such refusal to comply.

C. In the event Employee voluntarily resigns his position with City before expiration of the aforesaid term of his employment, then Employee shall give the City three (3) months advance notice. The parties may mutually agree to a lesser period of time. In the event Employee voluntarily resigns, the City shall not be obligated for payments of any severance pay or benefits, including but not limited to Aggregate Salary, subsequent to the effective date of the Employee's resignation. In the event the Employee voluntarily resigns, he shall be entitled to the insurance benefits provided in Section 10. A. of this Agreement.

## SECTION 5. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of time of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, City shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4. A. However, Employee shall be compensated for any accrued sick leave, vacation, and any other accrued benefits in accordance with the City's rules and regulations applicable to other employees similarly terminated by the City.

## SECTION 6. SALARY AND DEFERRED COMPENSATION

A. City agrees to pay Employee, for his services rendered pursuant hereto, an annual base salary of One Hundred Thirty Thousand Dollars (\$130,000.00) paid periodically at the same time as other employees of the City are paid.

B. The City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine to be appropriate. The City shall give consideration to such possible increases on at least an annual basis.

C. Employee has declined participation in and has withdrawn from the Florida Retirement System. Accordingly, City will pay a percentage, as set forth below, of Employee's base salary to a deferred compensation plan of the Employee's choosing. The City will contribute to said plan an amount equal to twelve and one-half percent (12 1/2%) of the Employee's base salary.

## SECTION 7. PERFORMANCE EVALUATION

A. The Mayor shall review and evaluate the performance of the Employee at least once annually prior to October 13 of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor and Employee. Said criteria may be added to or deleted from as the City may from time to time determine, in consultation with the Employee. The Employee shall be provided with a written statement summarizing the findings and be provided with adequate opportunity to discuss his evaluation with the Mayor.

B. Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Mayor, City Council, and Employee mutually agree to abide by the provisions of applicable law.

#### SECTION 8. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, counseling or other non-City connected business without the prior approval of the City Council.

#### SECTION 9. TRANSPORTATION

Employee's duties require that he shall have the exclusive and unrestrictive use of an automobile at all times during his employment with City of an automobile provided to him by City. City shall be responsible for paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

#### SECTION 10. OTHER BENEFITS

A. Insurance. Except as provided herein, the City shall provide for and pay the premiums of health, dental, life and vision insurance on the same basis as the City pays for other City employees. Notwithstanding any provision herein to the contrary, including the provisions of the preceding sentence, to the extent allowed under the City's health insurance plan, commencing on the date of Employee's retirement, resignation or termination from the City the Employee shall be entitled to and the City shall pay the cost associated with health, dental, vision, disability and life insurance coverage for the Employee for the ensuing five (5) years; provided, however, the Employee shall pay such portions of the premiums and co-payments as are required to be paid by other employees of the City who are also covered by the same health insurance coverage. In the event that Employee cannot following his retirement for any reason be covered under the City's health insurance coverage provided for other employees, the City shall provide health insurance coverage for the Employee for a period of five (5) years following the effective date of the Employee's retirement, and such health insurance shall provide similar coverage and benefits, and shall be subject to similar employee premium-sharing and co-payment obligations, to the health insurance coverage then provided to other employees of the City.

All provisions of the City Charter and Code of Ordinances, and rules and regulations of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to those benefits specifically enumerated for the benefit of Employee except as otherwise provided herein. However, it is specifically agreed that this provision shall not affect the salary adjustments addressed in Section 6, above. Provided further, however, if Employee declines participation in and withdraws from the Florida Retirement System, the City shall not be

under any obligation to provide to Employee or for his benefit the benefits set forth in Section 7.3 of the Personnel Manual pertaining to Florida State Retirement benefits.

B. Vacation and Sick Leave. Employee shall accrue, and have credited to his personal account, vacation and sick leave at the same rate as other general employees of the City. Notwithstanding any provision herein to the contrary, including the preceding sentence, the Employee shall be allowed to accrue up to five hundred (500) hours of unused annual vacation leave and the Employee shall upon his retirement be paid for all unused accrued annual vacation leave.

C. Annual Physical. The City agrees to pay for the cost, up to Three Hundred Dollars (\$300.00) per calendar year, of a complete physical examination of Employee performed by a qualified physician selected by the Employee.

#### SECTION 11. DUES AND SUBSCRIPTIONS

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

#### SECTION 12. PROFESSIONAL DEVELOPMENT

A. City hereby agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for City, including but not limited to the Annual Conference of the International City Management Association, the state league of municipalities and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.

#### SECTION 13. GENERAL EXPENSES

City recognizes that certain expenses of a nonpersonal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said expenses upon receipt by the Finance Director of duly executed expenses or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 14. INDEMNIFICATION

To the extent allowed by the City Charter and Code of Ordinances of the City of Gulf Breeze, and as otherwise allowed by law, the City shall (1) defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring during and within the scope of Employee's performance of his duties as City Manager; and (2) compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therein.

SECTION 15. BONDING

City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The City Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, the City Charter or any other law.

SECTION 17. PRIOR AGREEMENTS

The Agreement supersedes and replaces the Prior Agreements; and all accrued pay, compensation, leave and other benefits under the Prior Agreements as of the Effective Date of this Agreement shall carry over to this Agreement.

SECTION 18. AMENDMENTS

This Agreement shall not be amended without the prior written consent of both parties hereto.

SECTION 19. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepared, addressed as follows:

(1) City:	Mayor City of Gulf Breeze Post Office Box 640 Gulf Breeze, Florida 32561
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(2) Employee: Edwin A. Eddy  
300 Bear Drive  
Gulf Breeze, Florida 32561

As an alternative to mailing, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20. GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Gulf Breeze has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, on the day and year first above written.

\_\_\_\_\_  
Matt Dannheisser, Mayor  
City of Gulf Breeze, Florida

\_\_\_\_\_  
Edwin A. Eddy  
Employee

ATTEST:

\_\_\_\_\_  
Leslie Guyer, City Clerk