

**GULF BREEZE CITY COUNCIL  
EXECUTIVE MEETING AGENDA**

**OCTOBER 14, 2015  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS**

1. **ROLL CALL**

2. **PROCLAMATIONS AND PRESENTATIONS**

None

3. **RESOLUTION AND ORDINANCES**

- A. Adoption of Ordinance No. 06-15 amending the retirement plan and trust for the police officers of the City of Gulf Breeze and hold a Public Hearing and Second Reading on October 19, 2015
- B. Adoption of Ordinance No. 07-15 establishing a Municipal Public Service Tax (MPST) rate of 10% effective April 1, 2016 on First Reading, October 19, 2015, and hold a Public Hearing and Second Reading on November 2, 2015
- C. Adoption of Resolution No. 29-15 appointing Mesrrs. Buz Eddy and Dan Kopack as legal resident members to the Police Pension Board of Trustees

4. **ACTION AGENDA ITEMS**

- A. Appointment of Mr. Wes Dannreuther to the South Santa Rosa Utility Services Advisory Board
- B. Authorizing Fast Cash ATM Systems to place an ATM in the Gulf Breeze Community Center
- C. Approval of School Resource Officer Agreement for the 2015-2016 school year and authorize the Mayor to sign the agreement
- D. Rejection of all proposal(s) in response to the Request for Qualifications for real estate services for the sale of 417 Fairpoint Drive
- E. Consideration of the FY16 Tourist Development Council (TDC) Budget and preparation of a financial plan for tourist development activities
- F. Appointment of an alternate to serve on the Northwest Florida Regional Transportation Planning Organization

5. **NEW ITEMS**

6. **INFORMATION ITEMS**

7. **PUBLIC FORUM**

8. **ADJOURNMENT**

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.

# *City of Gulf Breeze*

## Memorandum

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

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

**Date:** 10/6/2015

**Subject:** Ordinance 06-15 Amendment to the Police Pension Plan

---

On October 5<sup>th</sup> the City Council approved Ordinance 06-15 on a first reading. As you know, this ordinance defines “base pay” in accordance with the recommendation from the Police Pension Board of Trustees. That definition provides that “base pay” includes annual salary, used vacation and sick leave, holiday pay and educational incentive. It does not include overtime, special or temporary duty pay, and vacation or sick leave buy-backs. This clarification is consistent with the intent of Ordinance 01-14, which provided that calculation of pensionable benefits would be limited to “base pay”.

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

**Recommendation:** That the City Council hold a public hearing on October 19, 2015 on Ordinance 06-15 and at the close of said hearing approve the ordinance as presented.

Enclosure

**ORDINANCE NO. 06-15**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING THE RETIREMENT PLAN AND TRUST FOR THE POLICE OFFICERS OF THE CITY OF GULF BREEZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council established a Retirement Plan and Trust for the Police Officers of the City of Gulf Breeze pursuant to Ordinance Number 04-96; and,

**WHEREAS**, the Retirement Plan and Trust was executed on January 2, 1996; and,

**WHEREAS**, Section 8.01 of the Plan and Trust authorizes the City Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivery to the Trustee a written amendment in accordance with the limitations set out in the section; and,

**WHEREAS**, on February 3, 2014 the City Council adopted Ordinance Number 01-14 that amended the Plan and Trust, in part, by providing that calculation of benefits is limited to “base pay”; and

**WHEREAS**, the City Council now desires to amend the Plan and Trust by providing clarification and definition of “base pay”.

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

**SECTION 1:**

The Retirement Plan and Trust dated as of January 2, 1996, is hereby amended as follows:

The calculation of benefits is limited to base pay, which is hereafter defined as (i) annual base salary to include used vacation leave, sick leave and compensatory time; (ii) earned educational incentive; and (iii) holiday pay. Base pay does not include overtime, temporary assignments such as SRO and FTO and any payouts for accrued vacation and/or sick leave.

**SECTION 2: SEVERABILITY**

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by any court of competent jurisdiction to be unconstitutional, inoperative, invalid or void, then said holding shall in no manner effect 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 herein.

**SECTION 4: EFFECTIVE DATE**

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

PASSED ON FIRST READING ON THE 5<sup>th</sup> DAY OF OCTOBER, 2015.

PUBLISHED ON THE 15<sup>th</sup> DAY OF OCTOBER, 2015.

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

CITY OF GULF BREEZE, FLORIDA

\_\_\_\_\_  
MATT E. DANNHEISSER, MAYOR

ATTEST:

\_\_\_\_\_  
STEPHANIE D. LUCAS, CITY CLERK OR  
LESLIE GUYER, CITY CLERK



# City of Gulf Breeze

Office of City Manager

## MEMORANDUM

To : Mayor and City Council  
From :  Edwin A. Eddy, City Manager  
Date : September 23, 2015  
Subject: Ordinance No. 06-15, Amending Police Pension Plan

---

The City's Police Pension Board of Trustees voted unanimously on Monday, September 21, 2015 to recommend a change to the Police Pension Plan document. The change as provided in the attached draft Ordinance establishes a definition of the term base pay.

In February of 2014, the City Council passed Ordinance 01-14, a copy of which is attached, which amended the Police Pension Plan document such that calculation of pension benefits would be limited to base pay. The purpose behind the February, 2014 change was to remove overtime and/or special detail earnings from the calculation of pension benefits.

There are other components of pay for participants in the plan that need to be better defined in a definition of base pay.

The Pension Board of Trustees voted to define base pay to include annual salary, vacation leave, holiday pay, sick leave and compensation time taken during the year and the educational incentive that is added to a Police Officers pay based on educational levels achieved. (If a Police Officer has a 4 year degree, he earns additional base pay that is always part of his salary.)

Amendment to the plan document requires an Ordinance. We prepared a draft for your consideration.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE NO. 06-15 ON FIRST READING ON MONDAY, OCTOBER 5, 2015 AND SCHEDULE A SECOND READING AND PUBLIC HEARING FOR OCTOBER 19, 2015.**

# City of Gulf Breeze

## Memorandum

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

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

**Date:** 10/8/2015

**Subject:** Municipal Public Service Tax (MPST)

---

As you know, municipalities have the ability to establish a MPST on the purchases of electricity, metered natural gas, liquefied petroleum gas, and water service. F.S. Sections 166.231-.235 provides that municipalities can establish a rate of up to 10%. Currently the City's rate is 5%. At the final budget workshop, a tentative decision was made to increase the City's MPST to 10%. That decision was made, in part, to:

1. Promote financial sustainability in the General Fund.
2. Provide a dedicated funding source for street maintenance in order to maintain a 15-year resurfacing schedule and related storm water improvements.

The decision was also made after comparing the rates in place in surrounding communities as outlined in the enclosed chart. The largest component of the MPST is the tax on electricity, although this tax is also applied to City water/sewer customers and city natural gas accounts. The impact of this rate increase will be tied to consumption or use. Examples of the monthly impact to residential customers are highlighted in the following table (subject to rounding):

### ELECTRICITY

USE*	MONTHLY IMPACT OF ADDITIONAL 5%	EACH 1%	ANNUAL IMPACT
1000 kWh	\$5.32	\$1.06	\$63.84
1500 kWh	\$7.46	\$1.49	\$89.52
2000 kWh	\$9.59	\$1.92	\$115.08
2500 kWh	\$11.73	\$2.35	\$140.76
3000 kWh	\$13.86	\$2.77	\$166.32

\*Comparison based on RS service. RSVP (variable pricing) may be marginally lower.

## WATER /SEWER

USE	MONTHLY IMPACT OF ADDITIONAL 5%	EACH 1%	ANNUAL IMPACT
1000 Gallons	\$0.77	\$0.15	\$9.24
3000 Gallons	\$1.10	\$0.22	\$13.20
5000 Gallons	\$1.44	\$0.29	\$17.28
8000 Gallons	\$1.94	\$0.39	\$23.28
10,000 Gallons	\$2.28	\$0.46	\$27.36

There is a timing element to any change in the MPST. The effective date must begin at the start of a calendar quarter: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup>. The City must notify the Department of Revenue (DOR) of the rate change at least 120 days before the effective date. It is too late to meet that deadline for a January 1<sup>st</sup> effective date since the required ordinance would need to be approved by August 31<sup>st</sup>. Accordingly, the next effective date is April 1, 2016, which requires that the City pass the ordinance and notify DOR on the prescribed form no later than December 31, 2015. A copy of that form is enclosed for information.

Also enclosed is an ordinance for that purpose. It provides for a MPST rate of 10% effective on April 1, 2016. With an effective date of April 1<sup>st</sup>, the City will realize 6 months of this additional revenue for FY16. This would be approximately \$211,500 in additional revenue that could be devoted to the FY16 street resurfacing program. For FY17, the revenue stream generated from MPST should provide sufficient funding for the City to sustain the street resurfacing program on a 15-year cycle as first contemplated in FY15.

Annually an additional 5% MPST will generate approximately \$423,000. This equates to \$84,600 for each additional 1% increase. Accordingly, should the City increase the total MPST to 7.5%, that action would produce additional annual revenues of \$211,500 or one-half that amount in FY16 based on the above referenced implementation schedule.

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

**Recommendation: That the City Council approve Ordinance 06-15 establishing a MPST rate of 10% effective April 1, 2016 on a First Reading on October 19, 2015 and hold a public hearing on said ordinance on November 2, 2015 and approve it on a Second Reading on that date.**

Enclosures

## 2015 CST/MPST COMPARISON

MUNICIPALITY	CST	ELECTRICITY	NATURAL GAS	WATER
CRESTVIEW	5.22%	10.00%	10.00%	0.00%
DESTIN	5.22%	0.00%	0.00%	0.00%
FT. WALTON BEACH	5.62%	10.00%	10.00%	10.00%
MARY ESTHER	5.02%	10.00%	10.00%	10.00%
NICEVILLE	5.50%	10.00%	10.00%	10.00%
VALPARAISO	5.22%	10.00%	10.00%	10.00%
<b>GULF BREEZE</b>	<b>4.80%</b>	<b>5.00%</b>	<b>5.00%</b>	<b>5.00%</b>
MILTON	6.12%	10.00%	2.50%*	0.00%
PENSACOLA	6.12%	10.00%**	10.00%**	10.00%**

\*This 2.50% is a gross receipts tax pursuant to F.S. 203.01.

\*\*10.00% on the first \$10,000 purchased monthly and a rate of 1/10.00% of monthly purchases over \$10,000.



**Municipal Public Service Tax Database Report**

DR-700001  
R. 10/01  
TC

This form is intended to be used to comply with section 166.233(2), Florida Statute. All Florida municipalities and charter counties must provide this information to the Florida Department of Revenue, sending changes as they occur. Any change in a tax levy or rate must be reported at least 120 days before the change occurs.

Please fill in all information on each municipal public service not administered by a municipality, or its separate utility authority, board, or commission. (No information is required for any service administered by a municipality or its separate authority, board, or commission.)

Note: Tax levies for communications services are no longer reported to the Department of Revenue using this form. To report communications service tax levies and levy changes local officials must use form DR-700021.

Municipality \_\_\_\_\_ County \_\_\_\_\_

Service	Tax Rate**	Effective Date	Repeal Date	Government Contact Person	Telephone	Street/PO Box	City	ZIP Code
Gas:								
Natural								
Liquefied Petroleum								
Manufactured								
Electric								
Water								
Fuel Oil/Kerosene								

\*\*Enter tax rate. If no tax is imposed, enter "0%." If voluntarily reporting self-administered tax, enter tax rate and "S/A."

Preparer Name \_\_\_\_\_

Preparer Phone \_\_\_\_\_

Preparer Signature \_\_\_\_\_

Date \_\_\_\_\_

Return completed form to:  
John Crotty, RISE Coordinator  
Revenue Accounting and Local Government  
Mail Stop 1 - 3628  
Florida Department of Revenue  
5050 W Tennessee St  
Tallahassee FL 32399-0136

Phone 850-717-6430  
Fax 850-921-1171

For DOR Use Only

Date Entered \_\_\_\_\_

By \_\_\_\_\_

**ORDINANCE 07-15**

**AN ORDINANCE OF THE CITY OF GULF BREEZE ADOPTING A NEW MUNICIPAL PUBLIC SERVICE TAX; PROVIDING FOR THE ADOPTION OF A MUNICIPAL PUBLIC SERVICE TAX RATE; PROVIDING NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature has established by law that a municipality may levy a tax on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service; and,

**WHEREAS**, Section 166.231, Florida Statutes, authorizes the City of Gulf Breeze to levy the tax only on purchases within the municipality and shall not exceed 10 percent of the payments received by the seller of the taxable item from the purchaser for the purchase of such service; and,

**WHEREAS**, the tax imposed by this ordinance shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. "Fuel adjustment charge" shall mean all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973; and,

**WHEREAS**, The City of Gulf Breeze desires to establish a Municipal Public Service Tax of 10% pursuant to Section 166.231, Florida Statutes; and,

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

**SECTION 1. - ADOPTION OF MUNICIPAL PUBLIC SERVICE TAX RATE**

The municipal public service tax rate established under Section 166.231(1) (a), Florida Statutes, for the City of Gulf Breeze is a maximum of 10%, the municipal public services tax established for the City of Gulf Breeze is 10%. This rate is to be effective April 1, 2016.

**SECTION 2. - NOTICE TO THE DEPARTMENT OF REVENUE**

The City of Gulf Breeze directs that notice to establish Municipal Public Service Tax to be provided to the Florida Department of Revenue by January 1, 2016. Form DR-700001, and a copy of this ordinance must be submitted with the notification.

**SECTION 3. – 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 4. - EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze. The imposition and collection of the new Municipal Public Service Tax shall commence effective April 1, 2016.

**SECTION 5. - 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 6. - EFFECTIVE DATE**

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze. The imposition and collection of the new Municipal Public Service Tax shall commence effective April 1, 2016.

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 DANNHEISSER, MAYOR

ATTEST:

\_\_\_\_\_  
LESLIE A. GUYER, CITY CLERK OR  
STEPHANIE D. LUCAS, CITY CLERK

# City of Gulf Breeze

## Memorandum

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

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

**Date:** 10/6/2015

**Subject:** Police Pension Membership

---

At the last meeting of the Police Pension Board of Trustees the Board discussed terms of office and membership. As you know, F.S. 185.05 (1) (a) provides that the Board shall consist of five members. Two of these shall be legal residents of the City appointed by the City Council. Two others must be active police officers that are members of the Plan. The fifth member is chosen by the other four members and subsequently appointed by the City Council. The term of office is two years and may be extended to four years by passage of a City Council resolution or ordinance.

Ms. Lucas researched this matter and determined that the current City residents were appointed in May of 2013 by resolution. As you know, the current City members are yourself and Dan Kopack. Both you and Mr. Kopack have indicated a willingness to continue serving on the Board. In order to provide for your continuity of service, we have prepared the enclosed resolution for City Council consideration. This resolution essentially reappoints you for another 2 year term effective October 1, 2015 to September 30, 2017.

It is my understanding that the membership will be considering their appointments. Once that is completed, the four members of the Board should choose the fifth member and that name should be presented to the City Council for appointment. Ms. Dedra Thomas has served in that capacity since 2013. Please do not hesitate to contact me if you have any questions.

**Recommendation: That the City Council approve Resolution No. 29-15 appointing Messrs. Buz Eddy and Dan Kopack as legal resident members to the Police Pension Board of Trustees.**

Enclosure

**RESOLUTION NO. 29-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE APPOINTING TWO LEGAL RESIDENTS OF THE CITY TO SERVE ON THE POLICE PENSION PLAN BOARD OF TRUSTEES.**

**WHEREAS**, the City has established a Police Pension Plan for the Police Officers hired after January 1, 1996; and

**WHEREAS**, Florida Statutes Chapter 185 provides that a Board of Trustees be appointed to carry out the duties as specified in Florida Statutes §185.05 relative to a Municipal Police Pension Plan; and

**WHEREAS**, Florida Statutes §185.05(1)(a) provides that the Board of Trustees shall consist of five members, to wit: two Police Officers (as defined in F.S. §185.05) selected by a majority of the Police Officers who are members of the City's Police Pension Plan; two legal residents appointed by the City Council; and a fifth member selected by the other four members and whose name must be submitted to and appointed by the City Council.

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

Edwin A. Eddy and Daniel Kopack are appointed as the two legal residents to serve on the Police Pension Plan Board of Trustees for a two year term ending on September 30, 2017.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA ON THIS \_\_\_\_\_ DAY OF OCTOBER, 2015.**

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

ATTEST

\_\_\_\_\_  
Leslie A. Guyer, City Clerk or  
Stephanie D. Lucas, City Clerk



# *City of Gulf Breeze*

TO: Edwin A. Eddy, City Manager

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

DATE: September 22, 2015

RE: Appointment of Mr. Wes Dannreuther to South Santa Rosa Utility System Advisory Board

The South Santa Rosa Utility System Advisory Board (SSRUS) currently has a vacancy for a member from the 32563 area. City staff requested input of potential candidates from the SSRUS Board members and Mr. Wes Dannreuther was suggested by Board Chairman Tom Naile.

Staff has contacted Mr. Wes Dannreuther and he is willing to serve in this capacity. He has provided a brief resume of his work experience, education, and community involvement.

**Recommendation: City Council appoint Mr. Wes Dannreuther to the SSRUS Advisory Board.**

# Wes Dannreuther

956 Coronado Drive – Gulf Breeze, FL 32563  
228-547-1504 – [wesdann30@gmail.com](mailto:wesdann30@gmail.com)

## Qualifications

- Proven leader with extensive management experience
- Effective communicator with impeccable customer service skills
- Organized, reliable, and persistent; able to see projects from conception to completion

## Community Involvement

- Developed Pay Back Pensacola program, a philanthropic endeavor that uses in-store shopping campaign to generate funds for local charities, including Children's Home Society, Gulf Coast Kid's House, Escambia Public School Foundation, and others.
- Served on Take Stock in Children selection committee. Also coordinated with North Face to obtain backpacks for TSIC participants.
- Created the One Day Without Shoes Pensacola event which raised thousands of dollars for Gulf Coast Kid's House
- Served as secretary and chair of St. Ann Parish Council
- Served on Executive Committee for Kayak For A Cure Pensacola
- Youth Sports Coach in Gulf Breeze since 2010

## Professional Experience

### RETAIL OPERATOR

June 2008 – Present

Accent Foot Fashions, LLC

Pensacola, FL

- Developed concept store Intracoastal Outfitters; performed all duties including marketing and business development, buying and inventory management, sales forecasting and planning as well as direct customer sales; financial and personnel management. Managed personnel, sale inventory, and finances all stores in corporation (1.1 – 1.8 million dollars in sales annually; 135 employees).
- Created and coordinated both monthly in-store events as well as larger-scale annual events designed to generate revenue, increase brand awareness, and partner with charitable organizations to improve the local community.

### TEACHER

August 2001 – May 2001

Broadmoor Middle School

Baton Rouge, LA

- **MAGNET PROGRAM COORDINATOR (2004-2006)**  
Managed 7-member faculty team; handled admissions, public relations, and accountability for program; recruited from area schools; responsible for spending and oversight of \$150,000 annual budget; developed, directed, and exceeded whole-school programs.
- Presented to teacher groups as **Teacher-Consultant** through National Writing Project
- Selected to represent school at district level as **Instructional Management Team** member.
- Selected as **2004 Teacher of the Year** by colleagues and administration

### RECRUITER

September 2001 – May 2004 East Baton Rouge Parish School System Baton Rouge, LA

- Selected as one of ten district recruiters in EBR's marketing effort to attract quality employees.
- Conducted campus visits to deliver talks to student-teacher groups, interviewed candidates at teacher recruitment fairs, and acted as liaison between LSU and East Baton Rouge Parish.

### **ONLINE INSTRUCTOR**

June 2002 – December 2003 Mississippi Virtual Community College Moorhead, M

### **Education**

2000-2001 Louisiana State University Baton Rouge, LA

- M. Ed.; Cain Fellowship Recipient

1996–2000 Louisiana State University Baton Rouge, LA

- Major: English Minor: French Major GPA: 4.0 Overall GPA: 3.9
- Full Tuition Scholarship Recipient and Summa Cum Laude graduate



# City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager

From: Ron Pulley, Director of Parks & Recreation

A handwritten signature in blue ink, appearing to read "Ron Pulley", is written over the printed name.

Subject: Community Center – ATM Service

Date: October 1, 2015

Community Center patrons frequently inquire about the nearest ATM in order to obtain the cash they need for various activities taking place within and around the facility, i.e. concessions, event/activity fees, registration fees, facility rentals, etc.

Fast Cash ATM Systems is a local, minority owned company with ATM's in locations throughout Santa Rosa and Escambia County. Their machines charge \$2.75 per withdrawal. There is no cost to the City and no contractual obligation. The City has no responsibility for the machine or its contents. Fast Cash will pay the City \$1.00 per withdrawal beginning with the 51<sup>st</sup> withdrawal each month.

Mr. Milford, Director of Finance, has indicated that these terms are acceptable and are more favorable than those available from local banks.

## Recommendation

**That Council authorize Fast Cash ATM Systems to place an ATM in the Gulf Breeze Community Center.**

From: **claude3258** <[claude3258@bellsouth.net](mailto:claude3258@bellsouth.net)>  
Date: Tue, Sep 29, 2015 at 12:17 PM  
Subject: ATM  
To: "[rpulley@gulfbreezefl.gov](mailto:rpulley@gulfbreezefl.gov)" <[rpulley@gulfbreezefl.gov](mailto:rpulley@gulfbreezefl.gov)>

Mr. Pulley,

Fast Cash Atm Services can provide an Atm for your Rec. Center at no cost to the City. We do not require any contract, you have no responsibilities for the machine nor its contents. We maintain the machine, keep it stocked with cash and handle any customer issues. All of our equipment is EMV compliant. We are the only Atm provider in this area to be compliant.

We are a locally minority owned company. We have machines in the Sherriff Dept, Santa Rosa Court House (North and South), Tiger Point, Hemmingways, Hooters, Fish House, Scenic Hills Golf Course, Apple Market and the Bay Center. We have over 80 locations from Panama City to Daphne Alabama.

We are very involved in our community. I am Secretary of the Santa Rosa Chamber of Commerce, President of the East Milton Water System, member of the Board of directors of the Santa Rosa Education Foundation and Chairman of United Bank's Florida Advisory board.

We give excellent customer service. We monitor all our machines daily and they are set up to give us alerts of any issues, such as low cash or bill jams. We are on call 24/7 and pride ourselves on virtually no down time.

We need an Ethernet port to hook to and must bolt the machine to the floor. We bolt it down to prevent anyone from pulling the machine over on themselves. We will pay the City of Gulf Breeze \$1.00 per surcharge transaction after the first 50. If any location does not do at least 50 transactions it not normally cost effective to leave in place. We charge \$2.75 per surcharged withdrawal. There are not charges for balance inquires or transfers from savings to checking.

I am including a copy of what a monthly statement looks like. You can be paid either by check or EFT directly to you bank account. We would need a W9 from you to begin. It normally takes a week to get your account set up and the machine installed.

I can be reached at [850 393 4828](tel:8503934828) or via email at [claude3258@bellsouth.net](mailto:claude3258@bellsouth.net).

Thanks for your consideration.

Claude Duvall  
Fast Cash Atm Sytems



Payment Alliance International  
 One Paragon Centre  
 Louisville, KY 40205-3277

**Monthly Terminal Activity Statement**

4/1/15 through 4/30/15

Access your statement online  
<https://www.paireports.com/myreports>

**Company:**



Pensacola FL 32507-8681  
 Cust# 24-VBW2Z6

**Terminal TX80300:**



Pensacola FL 32507-3643  
 Cust# 24-PW9V1M

**Monthly Totals:**

Transfers: 0	Balance Inquiries: 5	Withdrawal Amount: \$15,060.00
Surcharge Trxs: 399	Withdrawal Trxs: 399	Denials: 7
Total Trxs: 411	Reversals: 0	

**Daily Settlement:**

Settlement					Withdrawal					Surcharge					Account				
Date	Trxs	Amt	Trxs	Amt	Date	Trxs	Amt	Trxs	Amt	Date	Trxs	Amt	Trxs	Amt	Date	Trxs	Amt	Trxs	Amt
4/1/15	11	\$400.00	11	\$27.50	4/16/15	16	\$460.00	16	\$40.00	4/1/15	11	\$400.00	11	\$27.50	4/16/15	16	\$460.00	16	\$40.00
4/2/15	5	\$280.00	5	\$12.50	4/17/15	11	\$660.00	11	\$27.50	4/2/15	5	\$280.00	5	\$12.50	4/17/15	11	\$660.00	11	\$27.50
4/3/15	21	\$920.00	21	\$52.50	4/18/15	12	\$420.00	12	\$30.00	4/3/15	21	\$920.00	21	\$52.50	4/18/15	12	\$420.00	12	\$30.00
4/4/15	14	\$420.00	14	\$35.00	4/19/15	21	\$760.00	21	\$52.50	4/4/15	14	\$420.00	14	\$35.00	4/19/15	21	\$760.00	21	\$52.50
4/5/15	0	\$0.00	0	\$0.00	4/20/15	12	\$480.00	12	\$30.00	4/5/15	0	\$0.00	0	\$0.00	4/20/15	12	\$480.00	12	\$30.00
4/6/15	15	\$720.00	15	\$37.50	4/21/15	16	\$600.00	16	\$40.00	4/6/15	15	\$720.00	15	\$37.50	4/21/15	16	\$600.00	16	\$40.00
4/7/15	11	\$400.00	11	\$27.50	4/22/15	15	\$520.00	15	\$37.50	4/7/15	11	\$400.00	11	\$27.50	4/22/15	15	\$520.00	15	\$37.50
4/8/15	15	\$400.00	15	\$37.50	4/23/15	6	\$220.00	6	\$15.00	4/8/15	15	\$400.00	15	\$37.50	4/23/15	6	\$220.00	6	\$15.00
4/9/15	15	\$540.00	15	\$37.50	4/24/15	8	\$640.00	8	\$20.00	4/9/15	15	\$540.00	15	\$37.50	4/24/15	8	\$640.00	8	\$20.00
4/10/15	12	\$420.00	12	\$30.00	4/25/15	10	\$340.00	10	\$25.00	4/10/15	12	\$420.00	12	\$30.00	4/25/15	10	\$340.00	10	\$25.00
4/11/15	14	\$460.00	14	\$35.00	4/26/15	25	\$660.00	25	\$62.50	4/11/15	14	\$460.00	14	\$35.00	4/26/15	25	\$660.00	25	\$62.50
4/12/15	30	\$1,100.00	30	\$75.00	4/27/15	14	\$380.00	14	\$35.00	4/12/15	30	\$1,100.00	30	\$75.00	4/27/15	14	\$380.00	14	\$35.00
4/13/15	12	\$540.00	12	\$30.00	4/28/15	13	\$460.00	13	\$32.50	4/13/15	12	\$540.00	12	\$30.00	4/28/15	13	\$460.00	13	\$32.50
4/14/15	5	\$240.00	5	\$12.50	4/29/15	13	\$500.00	13	\$32.50	4/14/15	5	\$240.00	5	\$12.50	4/29/15	13	\$500.00	13	\$32.50
4/15/15	13	\$540.00	13	\$32.50	4/30/15	14	\$580.00	14	\$35.00	4/15/15	13	\$540.00	13	\$32.50	4/30/15	14	\$580.00	14	\$35.00

**Payment Information:**

Surcharge Income:	399 x \$1.00	\$399.00
<b>Total Income:</b>		<b>\$399.00</b>



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :**  October 8, 2015  
**Subject:** School Resource Officer Agreement 2015-2016

---

Attached please find a draft School Resource Officer Agreement for the 2015-2016 School Year. We have one officer at Gulf Breeze High School and one at the Middle School. The total cost of providing the officers is \$124,390. The City and the School Board of Santa Rosa County share this cost equally.

The City Attorney is reviewing the proposed agreement. The following recommendation is made pending completion of the legal review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE SCHOOL RESOURCE OFFICER AGREEMENT FOR THE 2015-2016 SCHOOL YEAR AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.**

# SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT is made this the 12nd day of August, 2015 by and between the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the CITY OF GULF BREEZE as follows:

## WITNESSETH:

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to purchase from the GULF BREEZE POLICE DEPARTMENT and the GULF BREEZE POLICE DEPARTMENT agrees to provide for the SCHOOL DISTRICT OF SANTA ROSA COUNTY and to manage a School Resource Officer (SRO) Program in the SCHOOL DISTRICT OF SANTA ROSA COUNTY consisting of two (2) full time School Resource Officers, their vehicles, supplies and equipment and the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for its expenses in providing the said SRO Program as described in attachment "A"; and

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the GULF BREEZE POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SCHOOL DISTRICT OF SANTA ROSA COUNTY;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** – It is understood and agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY and GULF BREEZE POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
  - 1.1** To foster educational programs and activities that will increase student's knowledge of and respect for the law and function of law enforcement agencies;
  - 1.2** To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
  - 1.3** To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
  - 1.4** To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

- 1.5 To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus; and
- 1.6 To encourage SROs to coordinate traffic control and crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control officer or crossing guard is absent.

## **2.0 Employment and Assignment of School Resource Officers**

- 2.1 The GULF BREEZE POLICE DEPARTMENT agrees to employ 2 School Resource Officers (SROs) during the term of this agreement. The SROs shall be employees of the GULF BREEZE POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the GULF BREEZE POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The GULF BREEZE POLICE DEPARTMENT agrees to provide and to pay the SROs salary and employment benefits in accordance with the applicable salary schedules and employment practices of the GULF BREEZE POLICE DEPARTMENT, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the GULF BREEZE POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The GULF BREEZE POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. THE GULF BREEZE POLICE DEPARTMENT shall hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 2.4 The SROs shall be assigned by the GULF BREEZE POLICE DEPARTMENT as follows:
  - 2.41 One shall be assigned to the Gulf Breeze High School
  - 2.42 One shall be assigned to the Gulf Breeze Middle School

Total Assigned (2)
- 2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the GULF BREEZE POLICE DEPARTMENT and the principal of the school to which the SRO is assigned.

### **3.0 Duty Hours**

- 3.1** The maximum number of hours that a SRO officer shall be on duty in a workweek shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL DISTRICT OF SANTA ROSA COUNTY, at the direction of the Superintendent, his designee, or the Principal of the school to which the officer is assigned, and the GULF BREEZE POLICE DEPARTMENT, by the Officer in charge of the SRO Program.
- 3.2** The SROs shall be on duty at their respective school(s) from 30 minutes before the beginning of the student instructional day until 30 minutes after the end of the students' school day unless modified by the mutual agreement between the GULF BREEZE POLICE DEPARTMENT and the SCHOOL DISTRICT OF SANTA ROSA COUNTY by the Superintendent, his designee or the Principal.
- 3.3** It is understood and agreed that time spent by SROs attending court, or working juvenile and/or criminal cases arising from their employment, as an SRO shall be considered as hours worked under the Agreement.
- 3.4** Compensatory Time:
  1. The SRO shall earn compensatory time in accordance with the provisions of Article XV, Section 5 of the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police.
  2. All earned compensatory time shall be based upon the assignment of the Principal and Police Chief.
  3. Except in cases of an emergency nature, the extra-curricular assignment is to be made prior to the accrual of the compensatory time.
  4. Compensatory time will be used on school holidays observed by school board instructional personnel.
  5. All SRO compensatory time shall be used by the SRO prior to the last day of post-planning of each school year, if time permits.
  6. It shall be the responsibility of the Principal of the primary school to minimize the assignment of extra-curricular activities to the extent for which all compensatory time can be awarded and used by the SRO prior to the end of post planning, if time permits.

### **4.0 Basic Qualifications of School Resource Officers (SROs) – To be an SRO, an officer must first meet all of the following basic qualifications:**

- 4.1** Shall be a commissioned officer and should have one year of law enforcement experience;

- 4.2 Shall complete the 40 hour basic SRO course prior to, or as soon as possible after assignment;
- 4.3 Shall possess a sufficient knowledge of the applicable Federal and State laws. City and County ordinances, Santa Rosa County School Board, and the State of Florida Department of Education polices and regulations;
- 4.4 Shall be capable of conducting in depth criminal investigations;
- 4.5 Shall possess even temperament and set a good example for students; and
- 4.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

## **5.0 Duties of School Resource Officers**

- 5.1 To protect lives and property for the citizens and public school students of the county;
- 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student;
- 5.5 To answer questions that students may have about Florida Criminal or juvenile laws;
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 5.7 To coordinate security for special school events or functions, such as athletic events and PTA meetings, at the request of the Principal or the Superintendent or his designee; and
- 5.8 To coordinate traffic control during the arrival and departure of students.

## **6.0 Chain of Command**

- 6.1** As employees of the GULF BREEZE POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the GULF BREEZE POLICE DEPARTMENT Policies and Procedure Manual.
- 6.2** In the performance of their duties, SROs shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

## **7.0 Training/Briefing**

- 7.1** Training sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law and in-service firearm training. The SCHOOL DISTRICT OF SANTA ROSA COUNTY also may provide training in Board of Education Policies, regulations and procedures.

## **8.0 Dress Code** – SROs shall be provided by the GULF BREEZE POLICE DEPARTMENT and required to wear a departmental issued uniform.

## **9.0 Supplies and Equipment** – The GULF BREEZE POLICE DEPARTMENT agrees to provide each SRO with the following equipment:

- 9.1** Motor vehicles. The GULF BREEZE POLICE DEPARTMENT shall provide a marked patrol vehicle for each SRO. In addition, the GULF BREEZE POLICE DEPARTMENT agrees to:
  - 9.11** maintain the vehicles assigned to SROs;
  - 9.12** pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and
  - 9.13** purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.
- 9.2** Weapons and ammunition. The GULF BREEZE POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.
- 9.3** Each SRO will be furnished a workplace in the assigned school that will include access to a phone, desk, and space for closet storage.

## **10.0 Transporting Students**

- 10.1** It is agreed that SROs shall not transport students in the vehicles except:
  - 10.11** when the students are victims of a crime, under arrest, picked up as truants, or some other emergency circumstances exist; and

**10.12** when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

**10.2** If circumstances require that the SRO transport a student, then the school officials may provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

**10.3** If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

**10.4** Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

**10.5** SROs shall notify the School Principal before removing a student from campus.

**11.0 Investigation, Interrogation, Search and Arrest Procedures** – The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

**11.1 Interrogation Procedures.** In the event a serious crime (as defined below) is committed at school or at a school activity, the Principal, Assistant Principal or Principal's designee with the assistance of the SRO should:

**11.11** Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the SCHOOL DISTRICT OF SANTA ROSA COUNTY. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

**11.12** Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect

shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

**11.13** If a juvenile student is detained, placed in custody or arrested, the student must be advised prior to further questioning by a SRO:

- 11.131** That he/she has the right to remain silent;
- 11.132** That anything he/she says can be used against him/her in a court of law;
- 11.133** That he/she has a right to have a parent, guardian or custodian present during questioning;
- 11.134** That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;
- 11.135** That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and
- 11.136** That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.
- 11.137** That if the suspect is under 14 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in STATUTE.
- 11.138** That if the student is 14 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

## **11.2 Search Procedures**

**11.21** If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When weapons are involved the SRO may assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence shall be held for, or turned over to the SRO.

**11.3 Reporting of Serious Crimes** – If the investigation uncovers evidence of a serious crime as defined in STATUTE and SCHOOL DISTRICT OF SANTA ROSA COUNTY administrative regulations, the school administrator shall notify the SRO, the student's parent/guardian and the appropriate assistant superintendent.

## **11.4 Arrest Procedures – School Related Crimes**

**11.41** Juveniles. When a SRO arrests or takes a juvenile under the age of 16 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

**11.411** Divert the juvenile from court by:

**11.4111** Release

**11.4112** Counsel and release

**11.4113** Release into the custody of the juvenile's parent, guardian or custodian

**11.4114** Referral to teen court or juvenile civil citation

Formal Arrest

**11.4121** File request for order to take into custody

**11.4122** Immediately take the juvenile into custody as allowed or required by law

**11.42** Student over 16 years of age. When a SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action, which is appropriate under the circumstances and meets the immediate needs of the school.

**11.43** If circumstances permit, the SRO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.

**11.44** In the event of an arrest the student's parent(s) or guardian should be notified as soon as possible.

**11.6 Investigation and Arrest Procedures –Other Crimes Committed off campus.**

**11.61 Investigations Involving Students Under Age 14**

**11.611** As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.

**11.612** If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

**11.6121** The officer shall contact the school Principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

**11.6122** The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school unless said parent or guardian is a suspect

**11.6123** Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

**11.6124** No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney consent;

**11.6125** The officer, Principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and

**11.6126** As a general rule, school official should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

**11.62 Investigations Involving Students 14 Years of Age or Older**

**11.621** SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours

**11.622** The SRO or investigating officer should contact the school Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;

- 11.623 The SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.624 The SRO or investigating officer shall make a reasonable effort to notify the student's parents or guardians and to offer them the opportunity to be present during the interrogation;
- 11.625 Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect;
- 11.626 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

**12.0 Bomb Threats** – School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see SCHOOL DISTRICT OF SANTA ROSA COUNTY Emergency Procedures Manual). In all cases, such incidents shall be reported by the principal to the area assistant superintendent and to the SRO.

### **13.0 Controlled Substances**

- 13.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
- 13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should take action as allowed by Florida Statute. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be the discretion of the SRO.

### **14.0 Weapons**

- 14.1 In the event that any weapon as described in FSS 790.001 is located or suspected to be in the possession of anyone on school campus the SRO shall be notified immediately.

**14.2** If there is probable cause to believe that a student or any other person is in possession of a weapon on or near a school campus the SRO shall take action as set forth by Florida law, Department policy and School board policy.

## **15.0 Riots and Civil Disorders**

**15.1** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.

**15.2** If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent and the appropriate grade level director.

**15.3** The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.

**15.4** If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.

**15.5** The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime, as allowed by Florida state statute within their jurisdiction.

## **16.0 Access to Education Records**

**16.1** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information.

**16.2** SRO's shall also have access to student information including but not limited to demographics, grades, attendance and discipline.

**16.3** This section subject to the Interagency Agreement for sharing of information.

**17.0 Term of Agreement** – The term of this agreement is one year commencing on August 12, 2015 and ending on June 1, 2016 The Agreement shall be renewed and extended annually for additional and successive one year terms unless notice of non renewal is given by either party, in writing, prior to June 30th of the initial or any succeeding term.

## **18.0 Consideration**

- 18.1** For and in consideration of the GULF BREEZE POLICE DEPARTMENT providing the SRO Program as described herein, the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for the amount specified in Attachment "A". The amount specified in Attachment "A" is fifty percent of each officer's salary and benefits. Said amount is derived from the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police and may vary annually in accordance with the provisions that agreement.
- 18.2** The said compensation shall be paid by the SCHOOL DISTRICT OF SANTA ROSA COUNTY to the GULF BREEZE POLICE DEPARTMENT annually.

## **19.0 Indemnification**

- 19.1** The GULF BREEZE POLICE DEPARTMENT agrees to hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.
- 19.2** The SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to hold the GULF BREEZE POLICE DEPARTMENT its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School District's employees or the School District's programs.

- 20.0 Evaluation** – It is mutually agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the SCHOOL DISTRICT OF SANTA ROSA COUNTY'S evaluation of each officer is advisory only and that the GULF BREEZE POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs.



Attachment "A"

**Annual Cost of School Resource Officers for Gulf Breeze Middle & High School- 2015/16**

**David Eskridge- Gulf Breeze High School**

**Hourly/Annual Salary - \$20.29/\$42,195.09**

<b>FICA</b>	<b>\$3,227.95</b>
<b>Pension -</b>	<b>\$6839.28</b>
<b>Health</b>	<b>12685.20</b>
<b>Dental</b>	<b>\$685.20</b>
<b>Life/LTD</b>	<b>\$272.64</b>
<b>Vision</b>	<b>\$134.40</b>
<b>Total</b>	<b>\$66,039.76</b>

---

**Stanley Pagonis- Gulf Breeze Middle School**

**Hourly/Annual Salary \$17.03/\$35,416.16**

<b>FICA</b>	<b>\$2,709.34</b>
<b>Pension</b>	<b>\$5,740.25</b>
<b>Health</b>	<b>\$12,685.20</b>
<b>Dental</b>	<b>\$385.20</b>
<b>Life/LTD</b>	<b>\$280.32</b>
<b>Vision</b>	<b>\$134.40</b>
<b>Total</b>	<b>\$58,350.87</b>

**Total overall for both positions \$124,390.63**

**Equal division \$62,195.31**

# City of Gulf Breeze

## Memorandum

**To:** Edwin A. Eddy, City Manager  
**From:** Curt Carver, Deputy City Manager  
**Date:** 10/5/2015  
**Subject:** Sale of 417 Fairpoint Drive

---

As you know, on September 16<sup>th</sup> the City opened responses to the RFQ to solicit the services of a real estate agent to list 417 Fairpoint Drive. We received only one response, which was from Boyleston Realty of Pensacola. That response is enclosed. The original RFQ provided the deed for background information for the listing. In part, the deed stated that another structure could be built in place of the recently demolished home so long as it was not larger than that home was. While exploring alternatives for the sale of this property, it appears that additional title clarification is needed in defining what "larger" is. For example, does it mean footprint, or building envelope? Due to this lack of clarity and the impact it could have on value, the City Attorney needs to do more research on this deed restriction.

As a result of the need for this additional work, the lack of response to the RFQ and the possibility of pursuing other sales alternatives, I would recommend that the City Council exercise its right to reject all proposals and notify Boyleston Realty of this decision. Should you have any questions concerning this matter, please do not hesitate to contact me.

**Recommendation: That the City Council reject the proposal received in response to the RFQ for real estate services for the sale of 417 Fairpoint Drive.**

Enclosure



Gina Boyleston  
Daryl Delgado  
Realtors – Auctioneers  
BoylestonAuctions.com

31 W. Garden Street, Ste 205 • Pensacola, FL 32502  
ginaboyleston@att.net • daryldelgado@att.net  
(850) 434-0377 • Cell: (850) 393-1154 • Fax: (850) 434-7417

September 14, 2015

Curt Carver  
Deputy City Manager  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

RE: REAL ESTATE AGENT SERVICES

Dear Mr. Carver,

On behalf of Boyleston Realty and Boyleston Auctions, we are pleased to submit our bid for Real Estate Agent Services to sell on behalf of the City of Gulf Breeze the real property located at 417 Fairpoint Drive, Gulf Breeze, Florida.

With Boyleston Realty, the City of Gulf Breeze has the ability to utilize the most advantageous method of selling the property for the highest possible price at public online auction. Accelerated auction marketing produces the widest pool of qualified buyers and the only method where the price is determined through competitive bidding. No other method of sale can produce a higher price. A public online auction is dynamic and the benefits of transparency to the City are an immeasurable value to citizens and the public.

Since 1977, Boyleston Realty and Boyleston Auctions has conducted thousands of auctions all over the Gulf Coast and the United States. We are the longest established full-service auction company in Northwest Florida and have the knowledge, experience and marketing expertise to produce guaranteed results. Boyleston Realty and Boyleston Auctions has conducted auctions for individuals, estates, banks, municipalities, corporations and family owned businesses, as well as governmental agencies, including: City of Pensacola, Escambia County, Okaloosa County, U. S. Small Business Administration, U. S. Bankruptcy Court and U.S. Marshals Service.

Gina Boyleston, Broker, is a lifelong resident of Gulf Breeze, attended all Gulf Breeze schools and lives in the City of Gulf Breeze. In addition to auctions, Boyleston Realty offers traditional real estate. Gina Boyleston is a perennial Womens Council of Realtors Top Gun Recipient.

As real estate brokers and auctioneers, property can be sold traditionally by list and sale methods, or at public online auction. Auction will produce a higher price, particularly on the subject property. I encourage the City to not only consider a traditional listing, but to explore the enormous advantages afforded a seller utilizing the auction method of sale.

Respectfully,

Gina Boyleston  
Broker – Auctioneer  
:gab



COMPLETE REAL ESTATE AND AUCTION SERVICES

Family Owned and Operated Since 1977





Gina Boyleston  
Daryl Delgado  
Realtors – Auctioneers  
BoylestonAuctions.com

31 W. Garden Street, Ste 205 • Pensacola, FL 32502  
ginaboyleston@att.net • daryldelegado@att.net  
(850) 434-0377 • Cell: (850) 393-1154 • Fax: (850) 434-7417

#### AGENT QUALIFICATIONS:

- Gina Boyleston, Florida Licensed Real Estate Broker since 1980
- Gina Boyleston, Florida Licensed Auctioneer
- Boyleston Realty LLC, Florida Licensed Real Estate Broker
- Boyleston Actions LLC, Florida Licensed Auction Company

#### ASSOCIATIONS:

- Pensacola Association of Realtors
- Florida Association of Realtors
- National Association of Realtors
- Florida Auctioneers Association
- National Auctioneers Association
- Womens Council of Realtors
- Certified Distressed Property Expert

#### SCOPE OF SERVICE:

- Project Overview attached

#### CLIENT LIST:

- Fred Shehadi, 850-432-2082, [fshehadi@mchsi.com](mailto:fshehadi@mchsi.com)
- Ronald L. Nelson, Attorney at Law, 850-434-1700, [rln@nelsonlawflorida.com](mailto:rln@nelsonlawflorida.com)
- Doug Resmondo, City of Pensacola, 850-436-5596, [dresmondo@cityofpensacola.com](mailto:dresmondo@cityofpensacola.com)

#### FEIN:

- Boyleston Realty LLC FEIN: 45-3610986
- Boyleston Auctions LLC FEIN: 45-3611308

#### STATEMENT OF FEE:

- Traditional Listing: 6% of Gross Sales Price
- Traditional Listing without Co-Broker: 5% of Gross Sales Price
- Auction: Buyer pays the commission



COMPLETE REAL ESTATE AND AUCTION SERVICES  
*Family Owned and Operated Since 1977*





Gina Boyleston  
Daryl Delgado  
Realtors – Auctioneers  
BoylestonAuctions.com

31 W. Garden Street, Ste 205 • Pensacola, FL 32502  
ginaboyleston@att.net • daryldelgado@att.net  
(850) 434-0377 • Cell: (850) 393-1154 • Fax: (850) 434-7417

## SCOPE OF SERVICES

Boyleston Realty has the unique and distinct advantage to offer brokerage services to the City of Gulf Breeze that include traditional listing and sale methods, as well as conducting an online public auction of the asset. An online public auction of the property will produce the highest and best price from a large pool of qualified buyers. Accelerated auction marketing is transparent and is the only method that will escalate the obtainable price. City of Gulf Breeze would be assured that no qualified buyer would be overlooked in the process.

In addition to standard marketing; newspapers, signs, Realtor sites, including MLS, Realtor.com, Trulia, Zillow and dozens of additional marketing sites, Boyleston Auctions has the ability to exponentially increase market exposure by utilizing all of the marketing sites afforded through our national and state affiliations with National Auctioneers Association, Florida Auctioneers Association, AuctionZip, EverySingleAuction, LinkedIn, Facebook, Craigslist, Google, and dozens more.

Auctions are becoming industry standard for sellers who desire expedient, transparent sales methods, particularly municipal sellers who are required to produce the highest and best return for the community they serve.

In addition to marketing, Boyleston Realty will:

1. Present and any all offers to the City and advise the City with respect to negotiations.
2. Represent the City in negotiations with all prospective buyers from the commencement of the listing agreement until closing.
3. Provide City with monthly reports of contacts with all prospects in response to inquiries or those initiated by Agent.
4. Coordinate the real estate closing process.
5. Handle all other customary activities and services associated with real estate transactions.



COMPLETE REAL ESTATE AND AUCTION SERVICES

*Family Owned and Operated Since 1977*





## Project Overview & General Recommendations

### Objectives

- To sell at Public Online Auction the residential home site located at 417 Fairpoint Drive, Gulf Breeze, Florida.
- To use the experience of Boyleston Realty to expertly list and sell the property, at private treaty or online public auction. Organize and execute a marketing plan to create a competitive bidding pool utilizing our national bidder list. Our marketing will expose this asset to buyers through a professional marketing campaign using the Internet, direct mail, print media, email marketing, public relations and direct personal contact.

### Recommended Auction Solution

- Sell the property at online public auction with a minimum bid acceptable to the City. The property will be listed within its own web page and bidding site listed at BoylestonAuctions.com for a period of four to six weeks, during which time bidders may bid 24/7 from the comfort of their home, office or any location with an Internet connection.
- Boyleston Auctions will need two weeks prior to the online auction period for auction preparation, including advertising, signage, web site page development and research.
- After the event has concluded, Boyleston Realty will coordinate the closing of the transaction on behalf of the City of Gulf Breeze.

### Auction Timeline

- Start to Finish...
- Boyleston Auctions will need two weeks to prepare marketing and advertising, as stated above. During this time, Boyleston Realty produce a sales contract acceptable to the City including Terms and Conditions of auction. All Bidders will be required to make a deposit in order to be permitted to bid in the online auction.
- Once setup is complete, all data will be loaded onto the website and launched for bidding. This process takes four to six weeks.
- During the online auction period, heavy marketing will continue until the closing date of the online auction.
- The final day of bidding will culminate in a winning bidder who will sign the purchase agreement and have thirty days to close the transaction.
- The process is completely turnkey and will be completely handled by Boyleston Realty Broker Gina Boyleston and staff.

### Commission Structure:

- If the property sells before or after the auction, Boyleston Realty will receive 6% of the gross proceeds of sale.
- If the property sells before or after the auction, and there is no buyer's agent or outside broker, Boyleston Realty will receive 5% of the gross proceeds of sale.
- If sold at auction, Boyleston Realty will receive a commission from the buyer in the form of a 10% buyer's premium. This is industry standard.



Gina Boyleston  
Daryl Delgado  
Realtors – Auctioneers  
BoylestonAuctions.com

31 W. Garden Street, Ste 205 • Pensacola, FL 32502  
ginaboyleston@att.net • daryladelgado@att.net  
(850) 434-0377 • Cell: (850) 393-1154 • Fax: (850) 434-7417

## References, Insurance and Professional Associations

### ASSOCIATIONS:

Better Business Bureau, A+, Accredited  
Florida Auctioneers Association  
National Auctioneers Association  
Women's Council of Realtors

Pensacola Association of Realtors  
Florida Association of Realtors  
National Association of Realtors

### REFERENCES:

Ronald L. Nelson  
Attorney at Law  
17 E. Government St  
Pensacola, Florida 32502  
(850) 434-1700

Fred Shehadi, President  
Quality Cable & Fiber Services  
3326 N. W Street  
Pensacola, Florida 32505  
(850) 432-2082

Steven E. Quinnell  
Attorney at Law  
101 E. Government St.  
Pensacola, FL 32502  
(850) 432-4386

Edsel F. Matthews, Jr.  
Attorney at Law  
308 S. Jefferson St.  
Pensacola, FL 32502  
(850) 432-1300

### INSURANCE:

General and Commercial Liability Policy, Aggregate \$2,000,000/\$1,000,000 each occurrence. E. L. Munro.



COMPLETE REAL ESTATE AND AUCTION SERVICES  
*Family Owned and Operated Since 1977*





31 W. Garden St., STE 205, Pensacola FL 32502  
Phone: 850-434-0377 Facsimile: 850-434-7417  
ginaboyleston@att.net daryldelgado@att.net

**REAL ESTATE AUCTION AGREEMENT**

**THIS AUCTION AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, **2015** by and between **City of Gulf Breeze** whose address is 1070 Shoreline Drive, Gulf Breeze, Florida, hereinafter referred to as **Seller**, and Boyleston Auctions LLC and Boyleston Realty LLC, hereinafter referred to as **Broker**.

**WITNESSETH**

**WHEREAS**, the Seller is desirous of securing the services of the Broker for the purpose of auctioning certain real property and permanent improvements thereon that the Seller owns and further described as:

Street Address: **417 Fairpoint Drive, Gulf Breeze, Florida**

Legal Description: CASABLANCA PORTION OF PARCEL #4 LOTS 14 & 15 BLK 28 AS DES IN OR 2800 PG 341

(The above described property shall be hereafter referred to as the "property").

**WHEREAS**, the Broker will aid and render services on behalf of the Seller in order to sell the above described property for a mutually agreed upon fee and reimbursement of certain costs, all as more specifically set forth hereinafter.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, as well as the mutual benefits, advantages or disadvantages to each of the parties hereto, the parties agree as follows:

**1. AUTHORITY TO SELL:** The Seller hereby grants to Broker, acting as agent for Seller, the authority to sell the above property at public auction under the terms and conditions stated herein.

**2. PLACE AND DATE OF AUCTION:** The auction of the above described property shall be conducted at online auction at **BoylestonAuctions.com** on or before \_\_\_\_\_, or on any other date deemed more advantageous by Broker.

**3. TERMS:** The above described property shall be sold to the highest bidder under the following terms of sale to each successful bidder (check one):

**a.** Listing Sales Price: \$\_\_\_\_\_, Seller agrees that the price established at the auction may differ from the listed sales price. Broker agrees to submit to Seller any and all offers before the auction, at the auction or after the auction during the listing period, unless otherwise instructed, by Seller. Minimum Acceptable Auction Bid: \$\_\_\_\_\_.

**b.** Cash sale. Ten Percent (10%) earnest money deposit with the balance paid at closing at the time stipulated in the auction terms and conditions.

**c.** Seller financing. Seller shall finance up to \_\_percent of the purchase price or \$TBD by accepting a note from Buyer in that amount secured by a first mortgage on the property being sold. The note shall provide for payments to amortize the loan in equal monthly installments as follows: \_\_\_\_\_

**4. EXCLUSIVE RIGHT OF SALE:** Broker shall hold an Exclusive Right of Sale Listing to sell the above described property from the date of the signing of this agreement until 180 days after auction day. This period shall be irrevocable and any sales of all or part of the above described property made between the above dates, whether said sale is made by Seller, any of Seller's agents or employees, Broker, any of Broker's agents, or any other party shall entitle Broker to a commission for that sale based upon the commission schedule as established in this agreement. If a sale, lease or transfer of the property is transacted with parties whom the Broker negotiated with during the terms hereof or extension hereof, Seller agrees to pay said commission to Broker within ten (10) days following the closing of said sale.

**5. COMMISSION:** As full and complete compensation for services to be rendered in accordance with this agreement, which compensation shall be in addition to expenses incurred on behalf of Seller, Broker shall receive a commission based upon a **Ten Percent (10%)** buyer's premium of the selling price on all parcels sold in accordance with this agreement, whether said sale be on the date of auction or at other times as specified in Paragraph 4. It is understood that the buyer's premium is added to the bid price and is a part of the contract sales price. If a sale of the above described property is made on a date other than the auction date, whether prior to or after the auction, a commission in the amount of **Six Percent (6%)** of the gross sales price will be paid to Broker. If Broker sells the property without a buyer's agent or co-broker, a commission in the amount of **Five Percent (5%)** of the gross sales price will be paid to Broker.

**6. ADVERTISING AND EXPENSES OF AUCTION:** The Seller agrees to pay the auction expenses in the amount of **\$0.00** as non-refundable advertising, marketing and general auction expenses. Seller will pay for property maintenance or repairs, if needed. Broker agrees to advertise said property as deems necessary in Broker's sole discretion. Auction Expenses are paid in the Personal Property Auction Agreement of even date.

**7. INTERPLEADER:** In the event the parties hereto dispute the ownership of funds, Broker will have the right to interplead said funds into the registry of the court for determination of ownership. In such event, Broker shall be entitled to recover its attorney's fees and costs from the interpleaded funds.

**8. PAYMENT OF COMMISSION:** On the date of the auction, all earnest money deposits placed by the bidders are to be held in Broker's escrow account until the date of closing of the transaction(s) between Seller and Buyer. On the date of closing, all deposited monies are to be used first to satisfy the commissions and expenses due and owing Broker. Broker is to receive full payment of commissions and expenses on the date of the closing of the transaction(s).

**9. BASIS OF SALE:** It is hereby understood and agreed between the parties that the auction is being conducted on a  X  reserve and/or an \_\_\_\_\_ absolute basis (check one). If the sale is conducted on a reserve basis, Seller may accept or decline any and all bids, contracts or offers without liability as to that parcel or parcels. If the auction is being conducted on an absolute basis, Seller hereby agrees to sell the property to the last and highest bidder, regardless of the price. If sold on an absolute basis and Seller refuses to sell, Seller shall, nevertheless, be responsible to pay Broker a commission in accordance with Paragraph 5 of this agreement based upon the last and highest bid.

**10. DEFAULT BY BUYER:** Broker shall not be held responsible for any default on behalf of the Buyer(s) for Buyer(s) failure to abide by the sales contract or Buyer(s) failure to close. In the event of default by Buyer(s), the escrow deposit shall be divided equally between Seller and Broker after payment by Seller to Broker of all expenses.

**11. REPRESENTATIONS OF SELLER:** Seller warrants good and marketable title to the above described property and that Seller has the legal right and authority to sell the above described property. Seller agrees that the auction is to be conducted under complete control of Broker with the exception of Seller's right to decline bids in accordance with Paragraph 9 Seller agrees not to in any way diminish the effectiveness or success of the auction resulting in the loss of the sale of all or any part of the property. Then and in that event, Seller will be responsible to pay Broker's commission(s) in accordance with Paragraph 5 of this agreement. Seller agrees to furnish to Broker any and all documents relative to the sale, marketing or ownership of the above described property. Seller represents and warrants that there are no facts known to Seller which materially affect the property except the following (if none, so indicate): \_\_\_\_\_

**12. DEFAULT BY SELLER:** Once the sales contract has been accepted by Seller, the sale is considered confirmed and Broker is entitled to a commission in accordance with Paragraph 5. If the sale of the property fails to close due to default by Seller, Broker is entitled to a full commission in accordance with Paragraph 5. If due to Seller's default Buyer's earnest money deposit is returned to Buyer, Broker shall notify Seller that Broker's commission and expenses are due in full within ten (10) days of written notice to Seller by Broker.

**13. LITIGATION:** In any litigation brought to enforce any of the terms of this agreement, the successful party shall be entitled to recover, in addition to other damages, its attorney's fees and court costs incurred in said litigation.

14. Boyleston Realty LLC and Boyleston Auctions LLC, its employees, owners, or agents will not be held liable for costs or damages arising as a result of a cancellation, delay, postponement or rescheduling of the auction due to natural acts including fire, wind, floods or storms. In the event it is necessary to reschedule the auction, the Seller and The Auction Company will agree upon a future date and time for the auction. If for any reason the auction is cancelled, postponed or rescheduled, the Seller will pay all costs of cancellation, postponement, or rescheduling of the auction.

15. **ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between the parties and no amendments or changes to this agreement shall be effective unless agreed upon by all parties in writing.

16. **ADDENDUMS AND SPECIAL PROVISIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the date and year first written above.

**SELLER:** \_\_\_\_\_ **SELLER:** \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Telephone \_\_\_\_\_ Address \_\_\_\_\_

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

**Boyleston Realty LLC**  
**Boyleston Auctions LLC**

By: \_\_\_\_\_ Print Name \_\_\_\_\_

# Gina Boyleston

Auctioneer - Real Estate Broker at Boyleston Auctions and Boyleston Realty

[gina@boyleston-auctions.com](mailto:gina@boyleston-auctions.com)

---

## Summary

I am an auctioneer and real estate broker in the markets of Northwest Florida. Since 1977, my company has conducted hundreds of successful auctions for satisfied clients. As a full-service auction company, we have the expertise to auction all types of real estate and personal property. Transparency is the dynamic that buyers and sellers need and strive for in their acquisitions and dispositions of real estate, equipment and personal property of all varieties. Auctions are exciting, current and offers buyers and sellers cutting edge technology coupled with the world's oldest method of sale, the auction. Contact me to discuss how an auction can help you achieve your goals, whether buying or selling. We recognize that auctions are not the perfect fit for all sellers. Our traditional real estate services include the sale of all types of real estate at private sale and we transact millions in annual sales via general real estate sales. Whether traditional or auction, we aggressively and professionally represent buyers and sellers. Our services include: • Real Estate Auctions, including: Single Family Homes \* Condominiums \* Subdivisions \* Farms \* Commercial Properties \* Trusts \* REOS \* Distressed properties \* Foreclosures and auctions for anyone desiring to convert real estate to cash, fast, and with the highest level of transparency. • Any and All Types of Non-Real Estate, including: Municipal and government properties \* Estates \* Business Liquidations \* Restaurants \* Vehicles & Surplus Heavy Equipment \* Bankruptcies \* SBA \* Specialties: Public Auctions of Real Estate and All Varieties of Personal Property, Traditional Private Treaty Sales Free, Private Consultations. Learn About the Fastest and Most Transparent Method of Converting Real Estate and Personal Property to Cash...Auctions!

---

## Experience

### **Florida Auctioneer & Real Estate Broker at Boyleston Auctions & Boyleston Realty**

November 1977 - Present (37 years 11 months)

Consumers are learning what we have known for years...Auctions are THE way to market and sell everything, including real estate and every marketable type of personal property. Cutting edge communications technology has made auctions even easier to bring to the largest customer base of qualified buyers. With auctions growing in popularity, contact me so that I can provide you with all of all the benefits of partnering with Boyleston Auctions and Boyleston Realty to sell your property.

### **Broker-Owner at Boyleston Auctions & Boyleston Realty**

1977 - Present (38 years)

Florida auction marketing professionals and real estate brokers.

*3 recommendations available upon request*

---

**Certified Distressed Property Expert  
National Auctioneers Association  
Florida Auctioneers Association**

---

**Skills & Expertise**

**Real Estate  
Mergers  
Sellers  
Real estate auctions  
Florida auctions  
Florida foreclosures  
Foreclosures  
Real Estate Transactions  
Auctions  
Marketing  
Property  
REO  
Investment Properties  
Short Sales  
Training  
Referrals  
Listings  
Relocation  
Selling  
Luxury  
Investors  
First Time Home Buyers  
New Home Sales  
Mergers & Acquisitions  
FHA  
Residential Homes  
Commercial Real Estate  
1031 Exchanges  
HUD  
Buyer Representation  
Brokerage  
Buyers  
Waterfront  
Single Family Homes  
Condos  
Vacation Homes  
SFR  
Real Property**



**EXHIBIT C  
DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that  
Boyleston Realty does:  
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature *Gina Baylata*  
Date 9/14/15

**Licensee**

Name: **BOYLESTON, GINA L** License Number: **198587**  
 Rank: **Real Estate Broker** License Expiration Date: **03/31/2016**  
 Primary Status: **Current** Original License Date: **04/14/1980**  
 Secondary Status: **Active**

**Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
1040932	Current, Active	BOYLESTON REALTY LLC	Qualifying Broker	02/22/2012	Real Estate Corporation	03/31/2016

 **Print list of**

[\*\*Return to License Details\*\*](#)

**Related License Search**

License Type

First Name  Last Name

License Number

Expiration Date

From   To  

**1940 North Monroe Street, Tallahassee FL 32399** :: Email: **Customer Contact Center** :: Customer Contact Center: 850.487.1395

The State of Florida is an AA/EEO employer. **Copyright 2007-2010 State of Florida. Privacy Statement**

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our **Chapter 455** page to determine if you are affected by this change.

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE



LICENSE NUMBER	
BK198587	

The BROKER  
Named below IS LICENSED  
Under the provisions of Chapter 475 FS.  
Expiration date: MAR 31, 2016

BOYLESTON, GINAL  
709 JAMESTOWN DR  
GULF BREEZE FL 32561



ISSUED: 03/31/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1403310001185

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
DIVISION OF REAL ESTATE



LICENSE NUMBER	
CQ1040932	

The CORPORATION  
Named below HAS REGISTERED  
Under the provisions of Chapter 475 FS.  
Expiration date: MAR 31, 2016

BOYLESTON REALTY LLC  
114 W WRIGHT ST  
PENSACOLA FL 32501



ISSUED: 03/31/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1403310003313

RICK SCOTT, GOVERNOR

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA BOARD OF AUCTIONEERS

KEN LAWSON, SECRETARY

LICENSE NUMBER	
AU4475	

The AUCTIONEER  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS.  
Expiration date: NOV 30, 2015



BOYLESTON, GINA LOUISE  
709 JAMESTOWN DR  
GULF BREEZE FL 32561



ISSUED: 12/05/2013 SEQ # L1312050001176  
DISPLAY AS REQUIRED BY LAW

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA BOARD OF AUCTIONEERS

LICENSE NUMBER	
AB3264	

The AUCTION BUSINESS  
Named below IS LICENSED  
Under the provisions of Chapter 468 FS.  
Expiration date: NOV 30, 2015



BOYLESTON AUCTIONS LLC  
31 W GARDEN ST., STE 205  
PENSACOLA FL 32502



RICK SCOTT  
GOVERNOR

ISSUED: 10/23/2013 SEQ # L1310230002734  
DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

# *City of Gulf Breeze*

## Memorandum

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

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

**Date:** 10/8/2015

**Subject:** TDC Budget

---

At the last City Council meeting a brief discussion was held on the subject of the TDC budget for FY16. I was asked to provide another copy of the statutory reference on the appropriate uses for these funds. That information is enclosed. I would suggest that we contact City Council members early next week regarding input for the budget. On the basis on that input, staff could prepare a suggested budget resolution for discussion at the upcoming Executive meeting on October 14<sup>th</sup>.

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

Enclosure

5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:
  - a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or
  - b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;
2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;
3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;
4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency; or
5. To finance beach park facilities or beach improvement, maintenance, renourishment, restoration, and erosion control, including shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. 161.091, or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities.

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 750,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. 186.901. These population estimates shall be those in effect on July 1 of each year.

(c) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(d) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraph (a), paragraph (b), or paragraph (c) of this subsection is expressly prohibited.



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council

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

**Date :** October 8, 2015

**Subject:** Northwest Florida Regional Transportation Planning Organization  
("NWFRTPO")

---

A brief description of the NWFRTPO is attached. Generally, the organization meets three times per year. Mayor Dannheisser is the City's representative to the NWFRTPO. The City Council should appoint an alternate.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPOINT A COUNCIL MEMBER TO SERVE AS AN ALTERNATE ON THE NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION.**



## PROGRAMS: NORTHWEST FLORIDA REGIONAL TPO

[Overview](#) [Members](#) [Meetings](#) [Agendas and Reports](#) [Documents](#) [Programs](#)

Founded on May 20, 2004, the Northwest Florida Regional Transportation Planning Organization (TPO) is comprised of representatives from the four westernmost counties in the Florida panhandle (Escambia, Santa Rosa, Okaloosa, and Walton). Originally established to implement a formal coordination process between the then-Pensacola Metropolitan Planning Organization (MPO) and the then-Ft. Walton Beach MPO, the Northwest Florida Regional TPO strives to plan for the future transportation needs of the region in a collaborative manner that is beneficial to all residents and visitors.

In addition to collaborative transportation planning, the Northwest Florida Regional TPO hosts an annual transportation symposium that attracts attendees from across the southeastern United States.

[Click here for more information about the Emerald Coast Transportation Symposium.](#)

## 2016 NWFRTPO MEETING SCHEDULE

The RTPO meets at least twice a year with meetings on the third Wednesday of the month.

The normal meeting time for the RTPO is 1:30 p.m. The Technical Working Group meets at 10:30 a.m. prior to the RTPO meeting at the same location. Meeting locations vary and may be scheduled in other months than shown below.

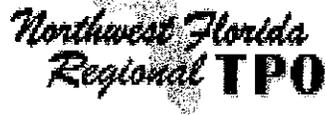
The **anticipated** schedule for 2016 is as follows:

March 16

May 18

August 17

This item is for information only. Please plan to attend the meetings or contact Mary Beth Washnock at 800-226-8914 x 228 or [Marybeth.washnock@wfrpc.org](mailto:Marybeth.washnock@wfrpc.org).



## Northwest FL Regional TPO Members

---

### CITY OF DEFUNIAK SPRINGS

HENRY D ENNIS SR MAYOR PRO-TEM  
CITY OF DEFUNIAK SPRINGS  
679 BAY AVENUE  
DEFUNIAK SPRINGS FL 32435

Contact email: cityofdfs\_admin@defuniaksprings.net  
Work Phone: (850) 892-8500  
Contact FAX: (850) 892-8506  
Contact Phone: (850) 892-3448

---

### CITY OF DESTIN

JIM T WOOD VICE CHAIR  
CITY OF DESTIN  
4200 INDIAN BAYOU BLVD  
DESTIN FL 32541

Contact email: jwood@cityofdestin.com  
Contact Phone: (850) 502-9468  
Contact FAX: (850) 837-3267

---

### CITY OF FT WALTON BEACH

DICK RYNEARSON COUNCILMAN  
CITY OF FT WALTON BEACH  
107 MIRACLE STRIP PKWY SW  
FT WALTON BEACH FL 32548 6614

Contact email: drynearson@fwb.org  
Contact Phone: (850) 862-4004  
Contact FAX: (850) 833-9640

---

### CITY OF GULF BREEZE

MATT DANNHEISSER MAYOR  
CITY OF GULF BREEZE  
P.O. BOX 640  
GULF BREEZE FL 32562

Contact email: mayor@gulfbreezefl.gov  
Work Phone: (850) 934-5115  
Contact Phone: (850) 434-7272

---

### CITY OF PENSACOLA

CHARLES BARE COUNCILMAN  
CITY OF PENSACOLA  
3019 KEATS DRIVE  
PENSACOLA FL 32503

Contact email: cbare@cityofpensacola.com  
Work Phone: (850) 435-1803  
Work FAX: (850) 435-1611  
Contact Phone: (850) 375-0051

---

ANDY TERHAAR COUNCIL MEMBER  
CITY OF PENSACOLA  
P O BOX 12910  
PENSACOLA FL 32521

Contact email: aterharr@cityofpensacola.com  
Work Phone: (850) 435-1606  
Work FAX: (850) 435-1611  
Contact Phone: (850) 393-6014

---



## Northwest FL Regional TPO Members

---

### ESCAMBIA COUNTY COMMISSION

STEVEN BARRY COMMISSIONER  
ESCAMBIA BOARD OF COUNTY COMMISSIONERS  
221 PALAFOX PLACE SUITE 400  
PENSACOLA FL 32502

Contact email: [district5@myescambia.com](mailto:district5@myescambia.com)  
Contact Phone: (850) 595-4950

---

DOUG UNDERHILL COMMISSIONER  
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
221 PALAFOX PLACE 400  
PENSACOLA FL 32502

Contact email: [district2@myescambia.com](mailto:district2@myescambia.com)  
Contact Phone: (850) 595-4920

---

### OKALOOSA COUNTY COMMISSION

KELLY WINDES  
OKALOOSA COUNTY BOARD OF COMMISSIONERS  
1804 LEWIS TURNER BLVD SUITE 100  
FORT WALTON BEACH FL 32547

Contact email: [kwindes@co.okaloosa.fl.us](mailto:kwindes@co.okaloosa.fl.us)  
Contact Phone: (850) 803-2320  
Contact FAX: (850) 837-2212

---

### SANTA ROSA COUNTY COMMISSION

LANE LYNCHARD COMMISSIONER CHAIR  
SANTA ROSA BOARD OF COUNTY COMMISSIONERS  
6495 CAROLINE STREET STE M  
MILTON FL 32570 4592

Contact email: [comm-lynchard@santarosa.fl.gov](mailto:comm-lynchard@santarosa.fl.gov)  
Contact Phone: (850) 983-1877  
Contact FAX: (850) 983-1856

---

DON SALTER COMMISSIONER  
SANTA ROSA BOARD OF COUNTY COMMISSIONERS  
6495 CAROLINE STREET STE M  
MILTON FL 32570 4592

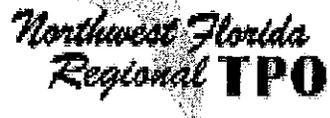
Contact email: [comm-salter@santarosa.fl.gov](mailto:comm-salter@santarosa.fl.gov)  
Contact Phone: (850) 983-1877  
Contact FAX: (850) 983-1856

---

JAYER WILLIAMSON COMMISSIONER  
SANTA ROSA COUNTY  
6495 CAROLINE STREET SUITE M  
MILTON FL 32570

Contact email: [jayerwilliamson@santarosa.fl.gov](mailto:jayerwilliamson@santarosa.fl.gov)  
Contact Phone: (850) 983-1877  
Contact FAX: (850) 983-1856

---



## Northwest FL Regional TPO Members

---

### WALTON COUNTY COMMISSION

WILLIAM CHAPMAN COMMISSIONER  
WALTON BOARD OF COUNTY COMMISSIONERS  
9446 ROCK HILL ROAD  
PONCE DE LEON FL 32455

Contact email: [chabill@co.walton.fl.us](mailto:chabill@co.walton.fl.us)  
Contact Phone: (850) 835-4860

---

SARA COMANDER  
WALTON BOARD OF COUNTY COMMISSIONERS  
263 CHAFFIN AVENUE  
DEFUNIAK SPRINGS FL 32433

Contact email: [comsara@co.walton.fl.us](mailto:comsara@co.walton.fl.us)  
Contact Phone: (850) 835-4834  
Contact FAX: (850) 835-0295  
Work Phone: (850) 835-4834  
Work FAX: (850) 835-0295

---

BILL IMFELD COMMISSIONER  
WALTON BOARD OF COUNTY COMMISSIONERS  
6570 US HIGHWAY 90  
DEFUNIAK SPRINGS FL 32433

Contact email: [imifbill@co.walton.fl.us](mailto:imifbill@co.walton.fl.us)  
Contact Phone: (850) 892-8474

---