

# REPORT OF INVESTIGATION



Complaint Number 16-204

## NOTICE CONCERNING CONFIDENTIALITY

This report of investigation concerns an alleged violation of Chapter 112, Part III, Florida Statutes, or other breach of public trust under provisions of Article II, Section 8, Florida Constitution. The Report and any exhibits may be confidential (exempt from the public records law) pursuant to Section 112.324, Florida Statutes, and Chapter 34-5, F.A.C., the rules of the Commission on Ethics. Unless the Respondent has waived the confidentiality in writing, this report will remain confidential until one of the following occurs: (1) the complaint is dismissed by the Commission; (2) the Commission finds sufficient evidence to order a public hearing; or (3) the Commission orders a public report as a final disposition of the matter.

STATE OF FLORIDA  
COMMISSION ON ETHICS  
Post Office Drawer 15709  
Tallahassee, Florida 32317-5709

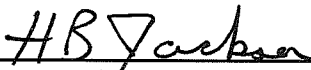
## REPORT OF INVESTIGATION

TITLE: JULIE W. BUJALSKI  
Mayor of Dunedin  
Dunedin, Florida

COMPLAINT NO.: 16-204

Exhibits A and B

INVESTIGATED BY:

  
\_\_\_\_\_  
H. B. Jackson

Distribution:

Commission on Ethics  
Respondent  
Advocate  
File

Releasing Authority:

  
\_\_\_\_\_  
Executive Director

7/12/17  
\_\_\_\_\_  
Date

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**REPORT OF INVESTIGATION  
COMPLAINT NO. 16-204**

(1) David R. Pauley of Dunedin filed the complaint. The Respondent, Julie W. Bujalski, serves as Mayor of Dunedin. The complaint alleges that the Respondent failed to make her monthly payments for the rental of a boat slip at Dunedin's City-owned marina. The complaint further alleges that the Respondent was allowed to continue to use the slip for the storage of her boat although the slip rental agreement she signed with the City calls for the removal or seizure of a vessel for non-payment. Additionally, the complaint alleges that the Respondent was allowed to enter into a payment plan for the late boat slip fees, an option which had never before been offered by the City.

(2) The Executive Director of the Commission on Ethics noted that based upon the information provided in the complaints, the above-referenced allegations were sufficient to warrant a preliminary investigation to determine whether the Respondent violated Section 112.313(6), Florida Statutes (Misuse of Public Position).

(3) City records reflect that on March 12, 2012, the Respondent and her husband, Thomas J. Bujalski, signed a revocable use agreement with the Dunedin Municipal Marina for the use of a deep water boat slip for the storage of their 1986 28' Carver powerboat. The agreement called for the Respondent and her husband to pay a \$229 per month user fee for the boat slip. Also, the agreement states:

If payment is not received by the 15th day of the month, a delinquency charge of \$15.00 or 10 percent of the user fee (whichever is greater) will be assessed. In the event a user fee is delinquent after 60 days from the 1st of the month (City Ordinance Section 86-77), the vessel may not occupy the slip, and it is subject to removal from the marina or seizure for non-payment without further notice and immediate cancellation of the revocable use agreement.

(4) City records (Exhibit A) reflect that after entering into the use agreement in March 2012, the Respondent and Mr. Bujalski failed to pay their boat slip fees during the following periods of time:

From October 1, 2013 to December 12, 2013, when a \$744.80 payment was made to satisfy an outstanding balance. The payment included late fees totaling \$72.42.

From January 1, 2014 to April 2, 2014, when a \$546.45 partial payment was made towards an outstanding balance of \$1,171.

May 1, 2014 to July 1, 2014, when a \$1,447.87 payment satisfied the accrued outstanding balance. This payment included \$221.44 in late fees.

September 2, 2014 to February 2, 2015, in which a \$500 partial payment was made towards an outstanding balance of \$1,348.

September 15, 2015 to May 5, 2016, when a \$400 payment was made towards an \$2,874 outstanding balance.

On June 6, 2016, a \$1,300 partial payment was made although an outstanding balance remained until August 10, 2016, when a \$1,559 payment satisfied the outstanding balance. This payment included \$543.73 in late fees.

Late fees were charged on all past due payments and were included in payments which satisfied outstanding balances.

(5) Mr. William Frantz, Harbormaster of the Dunedin City Marina, recalled that after the Respondent and Mr. Bujalski began renting a boat slip at the City Marina in March 2012, they first failed to make their monthly rental payment during October 2013. He recalled that sometime during December 2013, when the rental payment became 60 days past due, he contacted the Respondent by telephone regarding the matter. The Respondent, he said, expressed surprise that the slip rental account was delinquent. Also, he recalled that the Respondent told him that her husband pays the bills for the family and that she would speak with him about the past due bill. Mr. Frantz advised that the Respondent did not ask him to take any action or direct him in any way regarding the past due account.

(6) Mr. Frantz recalled that after speaking with the Respondent about the past due slip rental, he received a telephone call from Mr. Bujalski. He related that during the call Mr. Bujalski directed him not to contact the Respondent in the future regarding any issues relating to their boat or their rental of the boat slip. Mr. Frantz advised that since his initial conversation with the Respondent, he has had no further communications with her regarding the slip rental account.

(7) Mr. Frantz acknowledged that from October 2013 until August 10, 2016, the Respondent and Mr. Bujalski's boat slip rental account was routinely past due. He explained that he monitored the status of the account and that when it became overdue, he contacted Mr. Bujalski by telephone—or directly spoke with him at the marina—to ask him to pay the slip rental fee. Mr. Frantz advised that although Mr. Bujalski failed to pay the rent in accordance with the slip rental agreement, and that he often did not satisfy the full balance of the account, he was responsive to requests for payment.

(8) Mr. Frantz further acknowledged that the Respondent's past due account was not handled in a manner consistent with the slip rental agreement. However, he said, there have been other occasions when late slip rental fees were not responded to by City employees in accordance with the City's rental agreement. He related that because the marina's fees are very low in comparison to commercial marinas in the area, it is uncommon for boat owners to fail to pay their slip rent on time. Nevertheless, he said, it has occurred from time to time in the past.

(9) Mr. Frantz related that during the period of time in question, he was solely responsible for monitoring the status of the marina's slip rental accounts. He related that he did so by reviewing monthly slip rental account reports provided to him by the City's Finance Department. He recalled that when he noticed that a slip rental account had become 30 to 60 days past due, he placed a courtesy call to the renter of the slip to encourage them to pay their rental fee. He said that normally when a slip renter's account became 90 days or more past due, he encouraged them to remove their boat from the marina. He explained that the marina operates at maximum capacity and that he maintains a waiting list of boaters who wish to rent a boat slip. Therefore, he said, in some instances it is more efficient for marina management to simply ask a renter of a slip who has become delinquent to remove their vessel from the marina than it is to recover past due charges. He further related that although the marina's standard policy was to provide delinquency notices at 30, 60, and 90 days past due as previously indicated in the rental agreement, in practice, he said, his response to delinquent slip rental situations varied from time to time depending upon different factors. Mr. Frantz noted, one such factor considered was whether the slip renter was easily contacted and how responsiveness they were to his request for payment.

(10) Records reflect that Mr. Bujalski made 27 payments during a 41 month period prior to September 2015 when the Respondent's account became most delinquent. Therefore, Mr. Frantz said, Mr. Bujalski demonstrated a willingness to provide regular payments. Mr. Frantz advised that he was aware that Mr. Bujalski was financially struggling during much of this time period due to an injury that limited his ability to work.

(11) Mr. Frantz explained that the reason the outstanding balance went unaddressed by the City from September 2015 until March 2016 was that he (Mr. Frantz) was absent from work for medical reasons from July through October 2015. He said that during his absence no one from the City monitored the balances of the marina's slip rental accounts. Additionally, he said, the City's Finance Department stopped forwarding to him the monthly slip rental account reports during this period. When he returned to full time to work, he said, the Finance Department did not resume the practice of forwarding to him the monthly slip rental account reports until January or February 2016.

(12) Mr. Frantz recalled that when he received the March 2016 slip rental report, he was alarmed to discover that the Respondent's account had gone unpaid since September 2015, and that the balance had increased to more than \$2,500. He advised that when he discovered the excessive overdue balance he contacted his supervisor, Dunedin Parks and Recreation Manager, Mr. Vince Gizzi, about the matter. Mr. Frantz explained that he contacted Mr. Gizzi to obtain guidance concerning how he should proceed on the matter because the outstanding balance was significantly higher than is tolerated by the City.

(13) Mr. Frantz recalled that Mr. Gizzi advised that he (Gizzi) would contact the Respondent about the past due account, and that he (Mr. Frantz), should contact Mr. Bujalski. Mr. Frantz recalled that when he contacted Mr. Bujalski in late March or early April 2016, about the outstanding balance, Mr. Bujalski advised that he would provide a payment as soon as possible. City records reflect that a \$400 slip rental payment was made by Mr. Bujalski on

May 5, 2016. Mr. Frantz reiterated that he had no contact with the Respondent regarding the outstanding slip rental account after contacting her by telephone when the account first became delinquent during October 2013.

(14) Mr. Gizzi advised that since becoming the Director of the Dunedin Parks and Recreation Department in 2009, he has relied upon Mr. Frantz to manage the marina's slip rental accounts. Therefore, he said, he was surprised and disappointed when Mr. Frantz contacted him sometime during March 2016, to inform him of the Respondent's \$2,500 outstanding slip rental account. Mr. Gizzi advised that he was not aware that the Respondent's account had been consistently delinquent prior to Mr. Frantz informing him of this at that time. Mr. Gizzi said that he had never discussed with the Respondent her rental of a City marina boat slip prior to that time.

(15) Mr. Gizzi related that in addition to the past due amount of the Respondent's account, which he considered to be excessive, he was also surprised that no formal notice of delinquency had been forwarded to the Respondent or Mr. Bujalski. Mr. Gizzi advised that because no formal notice had been sent, the City's ability to exercise more aggressive fee recovery measures, such as requiring that the Respondent's vessel be removed from the marina or initiating vessel seizure procedures, seemed inappropriate. Therefore, he directed Mr. Frantz to contact Mr. Bujalski to determine his intention and ability to pay the outstanding balance. Also, Mr. Gizzi said, he determined that he would contact the Respondent about the matter.

(16) Mr. Gizzi recalled that soon after he became aware of the Respondent's slip rental delinquency, he had a conversation with the Respondent at City Hall about the matter. Mr. Gizzi said the Respondent told him that she was not aware that the account was past due and that she would discuss their account with her husband and let him know what they planned to do to address the delinquency. Also, he recalled, the Respondent told him that her family was having significant financial problems caused by her husband's inability to work as an independent construction contractor due to an injury he had suffered. Mr. Gizzi advised that the Respondent did not direct him to take any action regarding the outstanding account or in any way attempt to use her position to obtain favorable arrangements regarding the account.

(17) Mr. Gizzi recalled that the day following his initial conversation with the Respondent, he again asked her about the outstanding account. Mr. Gizzi does not recall specifically what the Respondent said to him regarding his inquiry. However, he advised that during this conversation the Respondent asked him if the City offered a payment plan for marina slip renters who were temporarily unable to meet their monthly slip rental obligations. Mr. Gizzi said he told the Respondent that he did not know whether a payment plan was available under the circumstances, but that he would look into the matter. Mr. Gizzi said that the Respondent did not direct him or ask him to take any specific action concerning the matter during their second conversation. He added that although the Respondent inquired about whether a payment plan might be arranged, he offered to check into the matter without a request or direction from her to do so.

(18) Mr. Gizzi advised that he subsequently met with Interim City Manager Douglas Hutchins and City Finance Director Joe Ciurro and discussed the possibility of the City providing a payment plan to the Respondent and Mr. Bujalski. Mr. Gizzi recalled that the three City leaders were in favor of a payment plan because they were not aware of any City regulation or policy which prohibited such an arrangement. Also, he said, the City leaders agreed that the timely resolution of the Respondent's delinquent account was a priority. Mr. Gizzi recalled that Mr. Ciurro suggested that he use a standard City utilities payment plan as a template for structuring a payment plan for the Respondent and Mr. Bujalski.

(19) Mr. Gizzi recalled that after discussing the matter with Mr. Hutchins and Mr. Ciurro, he had no further involvement in the recovery of the Respondent's past due account. Also, he said, he had no additional communications with the Respondent about the matter and that he is not aware of the Respondent having communicated with any other City official or employee regarding her delinquent account.

(20) Mr. Gizzi acknowledged that the City has not previously made a payment plan available to a marina patron with a delinquent slip rental account. However, he said, he is not aware of a payment plan having ever been requested prior to this matter. Mr. Gizzi asserted that a payment plan similar to one developed for the Respondent would have been made available to other delinquent slip renters had they requested such an arrangement. Therefore, he said, the Respondent did not receive special treatment from the City as a result of her position as Mayor. Nevertheless, Mr. Gizzi advised that the responsibility of monitoring the status of the marina's slip rental accounts has been reassigned to the City's Finance Director to avoid a similar situation in the future.

(21) Finance Director Ciurro recalled that sometime in March 2016, Mr. Gizzi contacted him about the Respondent's outstanding slip rental account. He further recalled that Mr. Gizzi told him that the Respondent had inquired about a payment plan to address the delinquent account. Mr. Ciurro does not recall a payment plan having been offered by the City to a renter of a marina boat slip prior to this time. However, he said, the City has made payment plans available for numerous City utility customers in the past. Additionally, Mr. Ciurro advised that he is not aware of any City policy or regulation prohibiting the creation of a payment plan for a delinquent boat slip rental account.

(22) Mr. Ciurro does not recall specifically what Mr. Gizzi told him about his (Mr. Gizzi's) conversation with the Respondent concerning her delinquent account. However, he said that Mr. Gizzi did not indicate that the Respondent had directed or pressured him to develop a specialized payment plan for her. Also, he said, he is not aware of any other manner in which the Respondent misused her official position regarding her outstanding account.

(23) Mr. Ciurro said that based upon his discussion with Mr. Gizzi, he developed a six month payment plan similar to payment schedules he previously had developed for delinquent City utility account customers. Mr. Ciurro related that the Respondent and Mr. Bujalski were required to pay all fees associated with the outstanding account, which included late fees and taxes. He explained that the Respondent was not charged interest on the outstanding balance—which was a matter questioned in the complaint—because the payment plan was not

a loan from the City. Mr. Ciurro advised that he had no contact with the Respondent regarding her delinquent account or the payment plan.

(24) Mr. Ciurro recalled that when he completed the payment schedule calculations, he contacted Mr. Frantz and asked him to arrange a meeting with Mr. Bujalski. Mr. Ciurro provided a six-month amortization schedule (Exhibit B) for the payment of the Respondent's delinquent account, which he said Mr. Bujalski signed on July 19, 2016, during a meeting that included Mr. Ciurro, Mr. Frantz, and Mr. Bujalski.

(25) City records reflect that on July 19, 2016, Mr. Bujalski paid \$506 towards an outstanding balance of \$1,768, which was consistent with the payment plan. Records further reflect that on August 10, 2016, Mr. Bujalski provided a \$1,559 payment to satisfy the outstanding balance, which was well in advance of the scheduled six-month payoff.

(26) The complaint includes an August 11, 2016, Tampa Bay Times news article (page 7 and 8 of the complaint) which reported on the Respondent's delinquent slip rental account.

(27) Mr. Ciurro advised that the Respondent's slip rental account has not become past due since the August 2016 payment.

(28) Interim City Manager Hutchins recalled that he became aware that the Respondent's and her husband's slip rental account was delinquent when Mr. Gizzi brought the matter to his attention in April 2016. Mr. Hutchins advised that his initial reaction was concern that the Respondent had put the City in a position of having to recover fees that were significantly past due. He further recalled that Mr. Gizzi told him that the Respondent had inquired about the possibility of the City establishing a payment plan to address the delinquency. Mr. Hutchins said that because Mr. Gizzi and Mr. Ciurro expressed approval of a payment plan under the circumstances, he also was in favor of it. Mr. Hutchins said that he does not recall exactly what Mr. Gizzi told him about the Respondent's payment inquiry. However, he said, it was his impression that the Respondent had simply asked if a payment plan could be arranged and that she did not attempt to use her influence as Mayor to obtain a more favorable outcome than she would otherwise have received. Mr. Hutchins said that he had no contact with the Respondent regarding her slip rental account and that he has no personal knowledge regarding her communications with Mr. Gizzi. Additionally, he said that he has no reason to believe that the Respondent discussed with Mr. Ciurro—or any City employee other than Mr. Gizzi—her delinquent account or the payment plan.

(29) Mr. Thomas Trask, Dunedin City Attorney, advised that he first became aware of the Respondent's delinquent slip rental account during August 2016, when the matter was reported in a Tampa Bay Times news article. Mr. Trask advised that he had no personal knowledge regarding any discussions the Respondent had with Mr. Gizzi or any other City employee. Nevertheless, Mr. Trask is not aware of any City policies or regulations which prohibit the establishment of a payment plan for past due marina slip rental fees. Therefore, he said, he would have supported the payment plan had he been consulted on the matter.



(30) The Respondent advised that she was elected to the City Commission in 2006, and that she has served continuously since that time, having been elected Mayor in November 2014. She acknowledged that during 2013, Harbormaster Frantz contacted her regarding her delinquent slip rental account, although she could not recall details regarding their discussion. Nevertheless, she recalled that her husband, who she said pays all of the family's bills, satisfied the outstanding balance soon thereafter. She related that she was not aware that the account again became delinquent during 2014, and remained delinquent through March 2016.

(31) The Respondent recalled that in March or April 2016, Mr. Gizzi mentioned to her during a meeting at city hall that her slip rental account was delinquent. The Respondent advised that although she was not specifically aware that the account was delinquent at that time, she was concerned about her family's financial situation. She explained that at the time, her husband, whom she described as the family's "primary breadwinner," was unable to work as an independent construction contractor due to an injury he had suffered.

(32) The Respondent recalled that soon after her initial conversation with Mr. Gizzi, she had a second discussion with him about her delinquent account. Recalling the second conversation, the Respondent confirmed that she asked Mr. Gizzi if a payment plan might be arranged to assist her and her husband to address the delinquency of their account. The Respondent explained that it was necessary for the couple to establish payment plans for other delinquent accounts during that time period, and therefore, she was interested in whether such an arrangement could be made with the City for the slip rental account. The Respondent recalled that she merely asked if a payment plan was available to her under the circumstances. She denied that she directed or pressured Mr. Gizzi to take any specific action or that she used her official position in any way to obtain a more favorable payment plan arrangement than would otherwise have been available to her or any other resident of the City.

(33) The Respondent said that after the second conversation with Mr. Gizzi, she had no further communications with anyone else from the City regarding her slip rental account until she received an inquiry letter from Mr. Pauley (the Complainant) on July 27, 2016. She recalled that while preparing a response to Mr. Pauley's letter, she asked Mr. Gizzi if the payment plan agreement that her husband had signed on July 19, 2016, had been approved by senior City managers. The Respondent said that following her discussion with Mr. Gizzi, it was her understanding that City Attorney Trask had approved the payment plan.

END OF REPORT OF PRELIMINARY INVESTIGATION

**EXHIBIT A**

**EXHIBIT A**

PREPARED 8/10/16, 13:36:08

CUSTOMER ACTIVITY LIST

PROGRAM MR430L

CITY OF DUNEDIN

FROM DATE ..... 03/01/12

TO DATE ..... 08/31/16

CUSTOMER ID.....: 137 NAME: BUJALSKI, TOM

LAST STATEMENT...: 7/20/16 ADDR: 1856 La GRANDE DRIVE

CURRENT BALANCE..: 1,559.38 DUNEDIN, FL 34698

PENDING.....: 1,559.38-

PREVIOUS BALANCE.: 1,559.38 STATUS: ACTIVE MARINA CUSTOMER

Date	Code	Description	Charge	Payment	Overdue	Age	Balance
3/1/2012	R3514	BOATSLIP RENT-	214.25			CUR	214.25
3/1/2012	STAX	TAX	15.00			CUR	229.25
3/12/2012		PAYMENT		229.25			0.00
4/2/2012	R3514	BOATSLIP RENT-	214.25		0.00	16	214.25
4/2/2012	STAX	TAX	15.00		0.00	16	229.25
4/15/2012	MPEN1	MARINA PENALTY	22.93		0.00	16	252.18
4/26/2012		PAYMENT		229.25			22.93
5/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	30	237.18
5/1/2012	STAX	TAX	16.60		0.00	16	253.78
5/11/2012		PAYMENT		229.25			24.53
5/16/2012	MPEN1	MARINA PENALTY	23.09			CUR	47.62
6/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	30	261.87
6/1/2012	STAX	TAX	16.61		0.00	16	278.48
6/11/2012	MPEN1	MARINA PENALTY		23.09	0.00	16	255.39
6/18/2012		PAYMENT		229.25			26.14
7/2/2012	R3514	BOATSLIP RENT-	214.25		0.00	30	240.39
7/2/2012	STAX	TAX	15.00		0.00	16	255.39
7/11/2012	MPEN1	MARINA PENALTY	2.61		0.00	30	258.00
7/11/2012	STAX	TAX	0.18		0.00	30	258.18
7/19/2012		PAYMENT		229.25			28.93
8/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	45	243.18
8/1/2012	STAX	TAX	15.00		0.00	16	258.18
8/27/2012		PAYMENT		229.25			28.93
8/28/2012	MPEN1	MARINA PENALTY	25.82		0.00	16	54.75
9/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	30	269.00
9/1/2012	STAX	TAX	16.80		0.00	16	285.80
9/26/2012	MPEN1	MARINA PENALTY	26.00		0.00	16	311.80
10/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	16	526.05
10/1/2012	STAX	TAX	16.82		0.00	16	542.87
10/5/2012		PAYMENT		256.87			286.00
10/19/2012		PAYMENT		229.25			56.75
10/22/2012	R3514	Charge adjustm		56.75		CUR	0.00
11/1/2012	R3514	BOATSLIP RENT-	214.25		0.00	16	214.25

11/1/2012	STAX	TAX	15.00		0.00	16	229.25
11/16/2012		PAYMENT		229.25			0.00
12/1/2012	R3514	BOATSLIP RENT-	214.25			CUR	214.25
12/1/2012	MAPRK	MARINA-PARKING	1.87			CUR	216.12
12/1/2012	STAX	TAX	15.13			CUR	231.25
12/12/2012		PAYMENT		231.25			0.00
1/2/2013	R3514	BOATSLIP RENT-	214.25		0.00	30	214.25
1/2/2013	STAX	TAX	15.00		0.00	30	229.25
1/16/2013	MPEN1	MARINA PENALTY	22.93		0.00	16	252.18
2/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	30	466.43
2/1/2013	STAX	TAX	16.60		0.00	16	483.03
2/25/2013		PAYMENT		458.50			24.53
3/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	45	238.78
3/1/2013	STAX	TAX	15.00		0.00	16	253.78
3/16/2013	MPEN1	MARINA PENALTY	22.93		0.00	16	276.71
3/25/2013		PAYMENT		229.25			47.46
4/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	90	261.71
4/1/2013	STAX	TAX	16.60		0.00	16	278.31
5/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	60	492.56
5/1/2013		PAYMENT		229.25			263.31
5/1/2013	STAX	TAX	15.00		0.00	60	278.31
6/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	45	492.56
6/1/2013	STAX	TAX	15.00		0.00	45	507.56
6/27/2013	MPEN1	MARINA PENALTY	22.92		0.00	16	530.48
7/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	16	744.73
7/1/2013	STAX	TAX	16.60		0.00	16	761.33
7/23/2013	MPEN1	MARINA PENALTY	22.92		0.00	16	784.25
7/25/2013		PAYMENT		761.33			22.92
8/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	30	237.17
8/1/2013	STAX	TAX	16.60		0.00	16	253.77
8/19/2013		PAYMENT		229.25			24.52
9/1/2013	R3514	BOATSLIP RENT-	214.25		0.00	60	238.77
9/1/2013	STAX	TAX	15.00		0.00	16	253.77
9/23/2013		PAYMENT		229.25			24.52
9/26/2013	MPEN1	MARINA PENALTY	22.92		0.00	45	47.44
10/1/2013	R3514	BOATSLIP RENT-	231.40		0.00	45	278.84
10/1/2013	STAX	TAX	17.80		0.00	45	296.64
10/29/2013	MPEN1	MARINA PENALTY	24.75		0.00	16	321.39
11/1/2013	R3514	BOATSLIP RENT-	231.40		0.00	16	552.79
11/1/2013	STAX	TAX	17.93		0.00	16	570.72
11/26/2013	MPEN1	MARINA PENALTY	24.75			CUR	595.47
12/1/2013	R3514	BOATSLIP RENT-	231.40		0.00	90	826.87
12/1/2013	MAPRK	MARINA-PARKING	1.87			CUR	828.74
12/1/2013	STAX	TAX	18.06			CUR	846.80
12/9/2013		PAYMENT		744.80			102.00
1/2/2014	R3514	BOATSLIP RENT-	231.40		0.00	60	333.40
1/2/2014	STAX	TAX	16.20		0.00	60	349.60
1/31/2014	MPEN1	MARINA PENALTY	24.76		0.00	45	374.36

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2/1/2014	R3514	BOATSLIP RENT-	231.40		0.00	90	605.76
2/1/2014	STAX	TAX	17.93		0.00	45	623.69
2/27/2014	MPEN1	MARINA PENALTY	24.76		0.00	90	648.45
3/3/2014	R3514	BOATSLIP RENT-	231.40		0.00	90	879.85
3/3/2014	STAX	TAX	17.93		0.00	90	897.78
4/1/2014	R3514	BOATSLIP RENT-	231.40		0.00	60	1,129.18
4/1/2014	MPEN1	MARINA PENALTY	24.76		0.00	60	1,153.94
4/1/2014	STAX	TAX	17.93		0.00	60	1,171.87
4/2/2014		PAYMENT		546.45			625.42
4/30/2014	MPEN1	MARINA PENALTY	24.76		0.00	45	650.18
5/1/2014	R3514	BOATSLIP RENT-	231.40		0.00	45	881.58
5/1/2014	STAX	TAX	17.93		0.00	45	899.51
6/2/2014	R3514	BOATSLIP RENT-	231.40		0.00	16	1,130.91
6/2/2014	MPEN1	MARINA PENALTY	24.93		0.00	16	1,155.84
6/2/2014	STAX	TAX	17.94		0.00	16	1,173.78
7/1/2014	R3514	BOATSLIP RENT-	231.40			CUR	1,405.18
7/1/2014	MPEN1	MARINA PENALTY	24.76			CUR	1,429.94
7/1/2014	STAX	TAX	17.93			CUR	1,447.87
7/8/2014		PAYMENT		1,447.87			0.00
8/1/2014	R3514	BOATSLIP RENT-	231.40			CUR	231.40
8/1/2014	STAX	TAX	16.20			CUR	247.60
8/8/2014		PAYMENT		247.60			0.00
9/2/2014	R3514	BOATSLIP RENT-	231.40			CUR	231.40
9/2/2014	STAX	TAX	16.20			CUR	247.60
9/9/2014		PAYMENT		247.60			0.00
10/1/2014	R3514	BOATSLIP RENT-	231.40		0.00	90	231.40
10/1/2014	STAX	TAX	16.20		0.00	90	247.60
11/4/2014	R3514	BOATSLIP RENT-	231.40		0.00	90	479.00
11/4/2014	MPEN1	MARINA PENALTY	24.76		0.00	60	503.76
11/4/2014	STAX	TAX	17.93		0.00	60	521.69
12/1/2014	R3514	BOATSLIP RENT-	231.40		0.00	60	753.09
12/1/2014	MPEN1	MARINA PENALTY	24.76		0.00	60	777.85
12/1/2014	MAPRK	MARINA-PARKING	1.87		0.00	60	779.72
12/1/2014	STAX	TAX	18.06		0.00	60	797.78
1/1/2015	MPEN1	MARINA PENALTY	27.43		0.00	30	825.21
1/2/2015	R3514	BOATSLIP RENT-	231.40		0.00	60	1,056.61
1/2/2015	STAX	TAX	18.12		0.00	30	1,074.73
2/2/2015	R3514	BOATSLIP RENT-	231.40		0.00	60	1,306.13
2/2/2015	MPEN1	MARINA PENALTY	24.76		0.00	30	1,330.89
2/2/2015	STAX	TAX	17.93		0.00	30	1,348.82
2/9/2015		PAYMENT		500.00			848.82
2/20/2015		PAYMENT		500.00			348.82
3/1/2015	R3514	BOATSLIP RENT-	231.40		0.00	60	580.22
3/1/2015	MPEN1	MARINA PENALTY	24.76		0.00	60	604.98
3/1/2015	STAX	TAX	17.93		0.00	60	622.91
3/17/2015		PAYMENT		247.60			375.31
4/1/2015	R3514	BOATSLIP RENT-	231.40		0.00	60	606.71
4/1/2015	MPEN1	MARINA PENALTY	24.76		0.00	30	631.47



4/1/2015	STAX	TAX	17.93		0.00	30	649.40
4/20/2015	MPEN1	MARINA PENALTY	24.76		0.00	30	674.16
4/21/2015	R3514	BOATSLIP RENT-	231.40		0.00	30	905.56
4/22/2015	STAX	TAX	17.93		0.00	30	923.49
5/8/2015		PAYMENT		600.00			323.49
5/18/2015	MPEN1	MARINA PENALTY	24.76		0.00	16	348.25
5/20/2015	R3514	BOATSLIP RENT-	231.40		0.00	90	579.65
5/20/2015	STAX	TAX	17.93		0.00	16	597.58
6/10/2015		PAYMENT		597.55			0.03
6/19/2015	R3514	BOATSLIP RENT-	231.40		0.00	60	231.43
6/19/2015	STAX	TAX	16.20		0.00	60	247.63
7/20/2015	R3514	BOATSLIP RENT-	231.40		0.00	90	479.03
7/20/2015	MPEN1	MARINA PENALTY	24.76		0.00	30	503.79
7/20/2015	STAX	TAX	17.93		0.00	30	521.72
8/20/2015	R3514	BOATSLIP RENT-	231.40		0.00	90	753.12
8/20/2015	MPEN1	MARINA PENALTY	24.76		0.00	90	777.88
8/20/2015	STAX	TAX	17.93		0.00	90	795.81
9/14/2015		PAYMENT		300.00			495.81
9/21/2015	R3514	BOATSLIP RENT-	251.00		0.00	90	746.81
9/21/2015	MPEN1	MARINA PENALTY	24.76		0.00	90	771.57
9/21/2015	STAX	TAX	19.30		0.00	90	790.87
10/20/2015	R3514	BOATSLIP RENT-	251.00		0.00	90	1,041.87
10/20/2015	MPEN1	MARINA PENALTY	26.85		0.00	90	1,068.72
10/20/2015	STAX	TAX	19.45		0.00	90	1,088.17
11/20/2015	R3514	BOATSLIP RENT-	251.00		0.00	90	1,339.17
11/20/2015	MPEN1	MARINA PENALTY	26.85		0.00	90	1,366.02
11/20/2015	MAPRK	MARINA-PARKING	1.87		0.00	90	1,367.89
11/20/2015	STAX	TAX	19.58		0.00	90	1,387.47
12/21/2015	R3514	BOATSLIP RENT-	251.00		0.00	90	1,638.47
12/21/2015	MPEN1	MARINA PENALTY	27.05		0.00	90	1,665.52
12/21/2015	STAX	TAX	19.46		0.00	90	1,684.98
1/20/2016	R3514	BOATSLIP RENT-	251.00		0.00	90	1,935.98
1/20/2016	MPEN1	MARINA PENALTY	26.85		0.00	90	1,962.83
1/20/2016	STAX	TAX	19.45		0.00	90	1,982.28
2/22/2016	R3514	BOATSLIP RENT-	251.00		92.33	90	2,233.28
2/22/2016	MPEN1	MARINA PENALTY	26.85		0.00	90	2,260.13
2/22/2016	STAX	TAX	19.45		0.00	90	2,279.58
3/21/2016	R3514	BOATSLIP RENT-	251.00		251.00	90	2,530.58
3/21/2016	MPEN1	MARINA PENALTY	26.85		26.85	90	2,557.43
3/21/2016	STAX	TAX	19.45		0.00	90	2,576.88
4/20/2016	R3514	BOATSLIP RENT-	251.00		251.00	90	2,827.88
4/20/2016	MPEN1	MARINA PENALTY	26.85		26.85	90	2,854.73
4/20/2016	STAX	TAX	19.45		19.45	90	2,874.18
5/5/2016		PAYMENT		400.00			2,474.18
5/20/2016	R3514	BOATSLIP RENT-	251.00		251.00	60	2,725.18
5/20/2016	MPEN1	MARINA PENALTY	26.85		26.85	60	2,752.03
5/20/2016	STAX	TAX	19.45		19.45	60	2,771.48
6/6/2016		PAYMENT		1,300.00			1,471.48

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6/20/2016 R3514	BOATSLIP RENT-	251.00	251.00	30	1,722.48
6/20/2016 MPEN1	MARINA PENALTY	26.85	26.85	30	1,749.33
6/20/2016 STAX	TAX	19.45	19.45	30	1,768.78
7/19/2016	PAYMENT		506.70		1,262.08
7/20/2016 R3514	BOATSLIP RENT-	251.00	251.00	16	1,513.08
7/20/2016 MPEN1	MARINA PENALTY	26.85	26.85	16	1,539.93
7/20/2016 STAX	TAX	19.45	19.45	16	1,559.38
* 8/10/16	PAYMENT		1,559.38		0.00

**EXHIBIT B**

**EXHIBIT B**

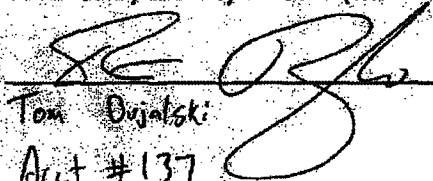


6-month Amortization

Bill Date	Due Date	Rent	Penalty	Taxes	Payments	Balance
						1,471.48
6/20/2016	7/1/2016	251.00	26.85	19.45	(506.70)	1,262.08
7/20/2016	8/1/2016	251.00	26.85	19.45	(506.70)	1,052.68
8/20/2016	9/1/2016	251.00	26.85	19.45	(506.70)	843.28
9/20/2016	10/1/2016	251.00	26.85	19.45	(506.70)	633.88
10/20/2016	11/1/2016	251.00	26.85	19.45	(506.70)	424.48
11/20/2016	12/1/2016	251.00	26.85	19.45	(506.70)	215.08
12/20/2016	1/1/2017	251.00	21.51	19.08	(506.67)	-

**Acknowledgement:**

I acknowledge that my account has the above mentioned past due balance and I agree I will make the payments as noted above. Also, I will make sure that the payments are received by the City on-time (within the due date and 15th of each month).



Tom Bujalski

Acct. #137

Maring

\* Please note this was signed at a meeting on July 19, 2016.  
Tom Bujalski, Bill Frantz and Joe Ciurro were in attendance.

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