

**GULF BREEZE CITY COUNCIL  
REGULAR MEETING**

JANUARY 4, 2010  
MONDAY, 6:30 P.M.  
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of December 21, 2009 (Regular Meeting)
4. Resolution No. 38-09: City of Gulf Breeze Beautification Grant-US 98 Streetscape
5. **ACTION AGENDA ITEMS:**
  - A. Discussion and Action Regarding Resolution 38-09, City of Gulf Breeze Beautification Grant-US 98 Streetscape.  
(COVERED UNDER RESOLUTION SECTION ABOVE)
  - B. Discussion and Action Regarding SSRUS Board recommendation to replace the 30 HP vertical turbine reclaimed water pump at the West Golf Course for a cost of \$11,304.00.
  - C. Discussion and Action Regarding Special Gas rebate program increased incentive for February 1, 2010 through April 30<sup>th</sup>.
  - D. Discussion and Action Regarding Payment authorization to Land Design Innovations, Inc. of \$8,584.44 for professional services rendered.  
(COVERED UNDER COMMUNITY REDEVELOPMENT AGENDA)
  - E. Discussion and Action Regarding US 98 Streetscape – SB 1446 FDOT Landscape Grant  
(COVERED UNDER COMMUNITY REDEVELOPMENT AGENDA)
  - F. Discussion and Action Regarding Replacement of 25 HP Submersible Pump at Live Oak Lift Station
- F. Information Items
6. New Business:
7. Open Forum
8. Adjournment

**If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.**

**The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.**

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

The 1,142<sup>nd</sup> regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Monday, December 21, 2009, at 6:30 p.m.

Upon call of the roll the following Councilmen were present:, J. B. Schluter, Richard Fulford, Joseph Henderson and Mayor Zimmern. Councilman Morris was out of town.

**APPROVAL OF MINUTES:**

Councilman Schluter moved for approval of the minutes for the regular meeting held on Monday, December 7, 2009. Councilman Henderson seconded. The vote for approval was 4 - 0.

Councilman Henderson moved for approval of the minutes for the Community Redevelopment Agency Special meeting held on Monday, December 7, 2009. Councilman Fulford seconded. The vote for approval was 4 - 0.

- Councilman Schluter moved for approval of the minutes for the Special meeting held on Wednesday, December 16, 2009. Councilman Henderson seconded. The vote for approval was 4-0.

**RESOLUTION NO. 37-09: ESTABLISHING A FEE FOR REPRODUCTION OF  
MOTOR VEHICLE ACCIDENT REPORTS, TRAFFIC  
CITATIONS AND CONDUCTING BACKGROUND  
CHECKS**

The Resolution was read by title only by the City Clerk. Councilman Schluter moved for approval of the Resolution. Councilman Fulford seconded. The vote for approval was 3 - 1, with Councilman Henderson dissenting.

**ACTION AGENDA ITEMS:**

- A. SUBJECT: **DISCUSSION AND ACTION REGARDING RESOLUTION  
NO. 37-09, ESTABLISHING A USER FEE FOR COPIES OF  
CRASH REPORTS AND CITATIONS AND FOR CONDUCTING  
A BACKGROUND CHECK**

COVERED UNDER RESOLUTION SECTION ABOVE

- B. SUBJECT: **DISCUSSION AND ACTION REGARDING HIGHWAY 98  
BEAUTIFICATION - ADDING PLANTS BETWEEN THREE  
MILE BRIDGE AND FAIRPOINT DRIVE INTERSECTION**

Reference: Parks and Recreation Director memo dated December 7, 2009

**RECOMMENDATION:**

**That the Council authorize the use of Highway Beautification funds in the amount of \$8,200 for the purchase and installation of 322 Burgundy Loropetulum, 239 Silver Saw Palmettos and mulch, to be used in the median beds west of the Highway 98/Fairpoint Drive intersection.**

Councilman Schluter moved for approval. Councilman Fulford seconded. The vote for approval was 4 - 0.

- C. **SUBJECT: DISCUSSION AND ACTION REGARDING SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT - AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDING**

Reference: Assistant City Manager memo dated December 10, 2009

**RECOMMENDATION:**

**That the City Council accept the federally funded CDBG for sewer and resurfacing work in the CRA, provide the sum of \$119,806 as a match for this grant from the CRA budget and authorize Mayor Zimmern to sign the contract documents.**

Councilman Henderson moved for approval. Councilman Fulford seconded. The vote for approval was 4 - 0.

- D. **SUBJECT: DISCUSSION AND ACTION REGARDING STORAGE AND PARKING OF VEHICLES ON CITY RIGHTS-OF-WAY**

Reference: City Manager memo dated December 9, 2009

**FIRST RECOMMENDATION:**

**That the City Council direct staff and City Attorney to prepare an ordinance to prohibit the storage of vehicles on right-of-way for more than 72 hours.**

**SECOND RECOMMENDATION:**

**That the City Council prohibit storage of "oddments" under vehicles stored on private property and the property is to be maintained.**

Councilman Henderson moved for approval of both recommendations. Councilman Schluter seconded. The vote for approval was 4 - 0.

**E. SUBJECT: DISCUSSION AND ACTION REGARDING CONDITIONAL USE, FRONT YARD FENCES**

Reference: City Manager memo dated December 12, 2009

**RECOMMENDATION:**

**That the City Council direct staff and the City Attorney to draft an amendment to the appropriate sections of the City's Code to allow front yard fences as a conditional use.**

Councilman Henderson moved for approval of the recommendation. Councilman Fulford seconded. The vote for approval was 4 - 0.

**F. SUBJECT: DISCUSSION AND ACTION REGARDING SUPPLEMENTAL PART TIME POLICE DETAILS**

Reference: City Manager memo dated December 11, 2009

**RECOMMENDATION:**

**That the City Council authorize the expenditure of \$6,000 from the red light camera fund for extra police details on U.S. Highway 98.**

Councilman Schluter moved for approval. Councilman Henderson seconded. The vote for approval was 4 - 0.

**G. INFORMATION ITEMS**

**NEW BUSINESS: DISCUSSION AND ACTION REGARDING DECLARING DAMAGED FIRE BOAT AS SURPLUS**

Reference: Community Services Director memo dated December 15, 2009

**RECOMMENDATION:**

**That the City Council declare the damaged vessel surplus and direct staff to dispose of it accordingly.**

Councilman Schluter moved for approval. Councilman Fulford seconded. The vote for approval was 4 - 0.

**OPEN FORUM:**

Mr. Russell Silver, 1194 Grand Pointe, Gulf Breeze, FL 32563, asked Council about the CDBG grant the City had received. The City Manager explained the process of how the City got the grant.

Councilman Schluter asked how a resident could get on sewer if something happened to their septic tank. The City Manager explained the process of connecting to the sewer system if sewer lines are available in their area.

**ADJOURNMENT:**

Mayor Zimmern closed the City Council meeting at 6:45 p.m.

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CITY CLERK

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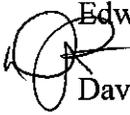
MAYOR



# *City of Gulf Breeze*

## MEMORANDUM

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

**FROM:**  David J. Szymanski, Assistant City Manager

**DATE:** December 28, 2009

**SUBJECT:** RESOLUTION NO. 38-09 CITY OF GULF BREEZE BEAUTIFICATION GRANT- US 98 STREETScape

At the May 22, 2008 City Council meeting, the Council approved hiring Land Design Innovations to apply for a Highway Beautification Grant from the Florida Department of Transportation. LDI prepared a full landscape plan from Daniel Drive to Andrew Jackson. LDI proposed to complete the plan and prepare the grant Submission for \$18,200. The money was approved as an expenditure from CRA funds.

We were informed in early 2009 that we had not been selected for the grant. However, recently we had been notified that there was some grant money still available and Gulf Breeze was now awarded \$350,000.

A resolution is needed authorizing the City Manager to enter into a construction and Maintenance agreement. Resolution No. 38-09, authorizes the City Manager to enter into a Highway Beautification Grant Agreement and Landscape Construction and Maintenance memorandum of Agreement between the City of Gulf Breeze and the Department of Transportation.

**RECOMMENDATION: That the City Council adopt Resolution No. 38-09, authorizing the City Manager to enter into a Highway Beautification Grant Agreement and Landscape Construction and Maintenance memorandum of Agreement with the Florida Department of Transportation**

**RESOLUTION NO.38-09**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO A HIGHWAY BEAUTIFICATION GRANT AGREEMENT AND LANDSCAPE CONSTRUCTION AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, many roadside areas and median strips abutting Department of Transportation rights-of-way areas must be maintained and attractively landscaped; and

**WHEREAS**, the Mayor and City Council desire that the City of Gulf Breeze beautify and improve various rights-of-way areas within the City of Gulf Breeze by landscaping; and

**WHEREAS**, the Mayor and City Council of the City of Gulf Breeze wish to authorize the City Manager and his staff to enter into a Highway Beautification Grant Agreement and Landscape Construction and Maintenance Memorandum of Agreement between the City of Gulf Breeze and the Florida Department of Transportation.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Gulf Breeze

Section 1. The Mayor and City Council of the City of Gulf Breeze hereby authorize the City Manager and his staff to enter into a Highway Beautification Grant Agreement and Landscape Construction and Maintenance Memorandum of Agreement between the City of Gulf Breeze and the State of Florida Department of Transportation

Section 2. The City Clerk of the City of Gulf Breeze is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Mayor and City Council.

APPROVED AND ADOPTED by the City Council of the City of Gulf Breeze, Florida at regular meeting assembled this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Financial Project No.: 416533-7-58-02

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
ROADSIDE BEAUTIFICATION ASSISTANCE  
JOINT PARTICIPATION AGREEMENT**

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT, and the CITY OF GULF BREEZE, hereinafter referred to as the CITY.

**WITNESSETH**

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, a Roadside Beautification Assistance Program has been created by Section 334.044(26), Florida Statutes, to "provide for the conservation of natural roadside growth and scenery and for the implementation and maintenance of roadside beautification programs"; and

WHEREAS, the CITY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 334.044(26), Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the CITY with financial assistance under FM. No. **416533-7-58-02** for costs directly related to landscaping of **SR 30 (US 98) from Andrew Jackson Trail east to Daniel Drive (MP 0.853 – 1.256)**, hereinafter referred to as the PROJECT; and

WHEREAS, the CITY by Resolution No. \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2010, a copy of which is attached hereto and made a part hereof, has authorized the Mayor or City Official to enter into this Agreement;

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

**1-SERVICES AND PERFORMANCE**

A. The CITY shall furnish the services with which to undertake and complete the PROJECT. Said PROJECT consists of **Landscaping, Irrigation and other related materials to establish and maintain the project.**

B. The CITY agrees to undertake and complete the PROJECT in accordance with all applicable statutes, rules and regulations, including CITY standards and specifications. The CITY shall take the necessary steps to insure the PROJECT is completed within state or CITY right-of-

way, or an appropriate easement has been acquired for off right-of-way actions. The CITY shall be responsible for obtaining clearances/permits required for the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the appropriate CITY representative shall certify to the DEPARTMENT the project has been completed in accordance with the "Project Concept Report" (if applicable) and project plans and specifications.

C. The DEPARTMENT will be entitled at all times to be advised as to the status of work being done by the CITY and of the details thereof. Therefore, the CITY shall provide a monthly report to the FDOT project manager.

D. If the CITY hires a consultant, it must certify that its consultant has been selected in accordance with the Consultants Competitive Negotiation Act (Section 287,055, Florida Statutes).

E. The CITY shall not sublet, assign or transfer this Agreement without prior written consent of the DEPARTMENT.

F. The CITY shall have sole responsibility for maintaining the subject landscaping according to state standards, as well as stipulations outlined in Exhibit "A" both during and after completion of the PROJECT.

## **2-TERM**

A. The CITY shall commence the project activities subsequent to the execution of this Agreement and said activities shall be performed in accordance with the following schedule:

- a) The PROJECT is to be completed on or before **January 31, 2011**, unless the DEPARTMENT authorizes an extension by written stipulation.

B. This Agreement may be terminated by the DEPARTMENT if not completed within the time agreed upon.

## **3-COMPENSATION AND PAYMENT**

A. i) The DEPARTMENT agrees to participation in the PROJECT in the amount of **three hundred fifty thousand dollars (\$350,000.00)**. Said amount reflects the maximum amount by which the DEPARTMENT shall participate this fiscal year. Any additional costs, such as design of the project or other items not covered by this agreement, shall be the CITY's sole responsibility.

ii) The CITY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to Production Management, 1074 Highway 90, Chipley, FL, 32428, for approval and processing.

iii) If the schedule for performance exceeds 30 days the CITY shall submit invoices to the DEPARTMENT at the end of each calendar month. The CITY shall prepare and

submit monthly invoices to the DEPARTMENT in a format acceptable to the DEPARTMENT. Optionally, in an extended performance as referred to in this item, the CITY may submit one complete invoice in the form and in accordance with the method required in items i) and ii) above.

iv) If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

v) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the CITY's general accounting records and the project records, together with supporting documents and records of the CITY and all subcontractors performing work on the project, and all other records of the CITY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

C. The DEPARTMENT during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

D. If, the DEPARTMENT determines the performance of the CITY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the CITY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or the DEPARTMENT will take whatever action is deemed appropriate by the DEPARTMENT.

E. The DEPARTMENT may cancel this agreement in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to terminate or cancel this Agreement in the event the CITY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event of an assignment being made for the benefit of creditors. This Agreement may be canceled by the CITY upon (60) sixty days written notice to the DEPARTMENT.

F. Participants (in this document identified as CITY) providing goods and services to the

DEPARTMENT should be aware of the following time frames. Upon receipt, the DEPARTMENT has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 55.03(1), Florida Statutes will be due and payable, in addition to the invoice amount to the CITY. Interest penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices, which have to be returned to a CITY because of CITY preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

The administration of resources awarded by the Department to the CITY may be subject to audits and/or monitoring by the Department, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the CITY, regarding such audit. The CITY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

### Audits

#### PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal

year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB circular A-133, as revised. EXHIBIT 1 to this agreement Indicated Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider All sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from Non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal Agency.

## PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(1), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT I to the agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient

shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133 as revised, and required by PART I of this agreement shall be submitted, when Required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

- A. The Department at each of the following addresses:

Florida Department of Transportation  
Production Management  
1074 Highway 90  
Chipley, FL, 32428

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the Number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as Revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) And (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Production Management  
1074 Highway 90  
Chipley, FL, 32428

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation  
Production Management  
1074 Highway 90  
Chipley, FL, 32428

3. Copies of financial reporting packages required by PART II of this agreement shall be Submitted by or on behalf of the recipient directly to each of the following:
- A. The Department at the following address:

Florida Department of Transportation  
Production Management  
1074 Highway 90  
Chipley, FL, 32428

- B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department the following address:

Florida Department of Transportation  
Production Management  
1074 Highway 90  
Chipley, FL, 32428

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental Entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, Should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

#### PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its behalf this \_\_\_\_ day of \_\_\_\_\_, 2010, by the Mayor or City Official, authorized to enter into and execute same by Resolution Number \_\_\_\_ of the City Commission on the \_\_\_\_ day of \_\_\_\_\_, 2010 and the DEPARTMENT has executed this Agreement through its District Secretary for District Three, Florida Department of Transportation, this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_, **FLORIDA**

ATTEST: \_\_\_\_\_ (SEAL)  
CLERK

BY: \_\_\_\_\_  
MAYOR or CITY OFFICIAL  
CITY OF GULF BREEZE

\_\_\_\_\_  
CITY ATTORNEY

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

ATTEST: \_\_\_\_\_ (SEAL)  
EXECUTIVE SECRETARY

BY: \_\_\_\_\_  
DIRECTOR OF  
TRANSPORTATION  
SUPPORT

\_\_\_\_\_  
DOT LEGAL REVIEW

**Exhibit "A"**  
**MAINTENANCE PLAN**

**SR 30 (US 98) from Andrew Jackson Trail east to Daniel Drive (MP 0.853 – 1.256)**

Maintaining the subject landscaped area both during and after completion of the project includes, at a minimum, the following:

1. Mowing, cutting and/or trimming grass or turf within the landscaped project.
2. Fertilization of the landscaped project.
3. Weeding and edging (by means of manual, mechanical or chemical) of landscaped project. When using herbicides, formulas, rates, methods of application, special instructions and precautions should be applied.
4. Pruning of landscaped project in order to have healthy and vigorously growing plants and to maintain sight clearance in areas within the landscaped project.
5. Irrigation and maintenance of equipment and any other amenities (lighting, signage, benches, etc.).
6. Regular (weekly or monthly) removal of all litter and debris from within the landscaped project.
7. A work zone traffic control plan (if necessary) for the installation and maintenance of the landscaped project.
8. Annual replenishment of mulch materials.
9. The project shall be maintained in accordance with FDOT Design Standards 546 and 700 as well as the FDOT Maintenance Rating Program.

## EXHIBIT - 1

The City of Gulf Breeze shall comply with all requirements of Senate Bill 1446 and Department specifications and guidelines in constructing the before mentioned project.

FEDERAL RESOURCES Not Applicable to this agreement

### STATE RESOURCES

Florida Department of Transportation Senate Bill 1446 Landscape Grant Amount \$ 350,000

### Compliance Requirements

1. Project must be competitively bid.
2. At least 50% of funds must be spent on 5 gallon plants or larger.
3. Local agency must agree to maintain project permanently.
4. Funds are to be expended for construction only.

Matching Resources for Federal Programs Not Applicable to this agreement

**NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.**



# *City of Gulf Breeze*

## MEMORANDUM

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

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

**DATE:** December 22, 2009

**RE:** SSRUS Board Recommendations

The following recommendation was made by the SSRUS Board at their December 14, 2009 meeting. The only action item on the Agenda was the approval to replace the 30 HP vertical turbine jockey pump in the West Course pump house.

The jockey pump maintains pressure on the golf course irrigation system and meets low flow demands that the large pumps cannot meet. The age of the pump is such that it is no longer feasible to repair it, and the motor frame is now an obsolete style.

Staff solicited three quotes, two responded, with the low bidder being Gilbert Pump and Mechanical.

**RECOMMENDATION:** The City Council approve Gilbert Pump and Mechanical to replace the 30 HP vertical turbine reclaimed water pump in the west golf course pump house for a cost of \$11,304.00.



# City of Gulf Breeze

## Memorandum

To: Edwin A. Eddy, City Manager

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

Date: 12/10/2009

Subject: **Replacement of West Course 30HP Vertical Turbine Jockey Pump**

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The Tiger Point West Golf Course is supplied reclaimed water for irrigation via a utility owned and maintained pump station. The station is located on the North side of pond number 1 and was installed in 1987.

This station consists of 2 (75hp) vertical turbine pumps know as (Mains) rated at 700 gpm @ 120psi, and 1 (30hp) Jockey pump rated 180gpm @ 140psi for lower flows and also maintaining system pressure so that the larger pumps do not short cycle.

The existing Jockey pump is worn beyond economical repair and the electric motor frame style is also now obsolete. In order for the pump station to operate properly we need to replace most of the major components of the pump including the motor.

Staff solicited quotes from 3 vendors for this work and obtained the following:

Gilbert Pump and Mechanical	\$11,304.00
Layne-Central Inc.	\$17,184.00
National Pump	no quote

Based on the above quotes and the vital nature of the pump station operation for effluent disposal, we recommend replacing the pump with funding from repairs and maintenance. This account has a current balance of \$48,600.

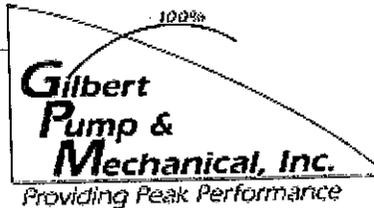
### **STAFF RECOMMENDATION:**

**SSRUS BOARD RECOMMEND THAT THE CITY COUNCIL AUTHORIZE GILBERT PUMP AND MECHANICAL TO REPLACE THE 30HP VERTICAL TURBINE JOCKEY PUMP INCLUDING THE ELECTRIC MOTOR AT A COST OF \$11,304.00.**

# Quotation

Quote #: 5107

632-B Lovejoy Rd.  
Fort Walton Beach, FL 32548  
(850) 864-4000, fax: (850) 864-4137



To: Jason Randall  
City of Gulf Breeze/ S.S.R.U.  
  
Gulf Breeze FL

Date: 11/6/2009  
Project: Jockey Pump for Golf Course  
Location: Tiger Point WWTP

Equipment: Terms: NET 30 Days Delivery: 1-2 Weeks

We are pleased to quote on the following equipment:

Qty:

- 1 - Pump Bowl Replacement designed around 250gpm @ 332'tdh. = \$5818.00
- 1 - Replace shafting from Bowl Assembly thru the Packing Box = \$706.00
- 1 - Rebuild Packing Box = \$230.00
- 1 - Labor to tear down old pump assembly and rebuild new pump assembly = \$900.00
- 1 - Crane Service to remove old pump assembly and reinstall new pump assembly = \$900.00
- 1 - 30hp VHS Motor, 1800rpm, WP-1, 460v, 3ph = \$2750.00

**Net price, F.O.B. shipping point: \$11,304.00**

#### NOTES:

1. To release submittal data, sign and return. The lead time begins once the submittals have been approved and returned.
2. Only the above items are included, other items and installation is to be provided by others.
3. Applicable sales tax not included, sales tax to be added to the invoice.

#### Additional Notes:

Pricing includes freight charges.

Quotation Prepared By: William Agerton

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions and equipment stated above.

For Gilbert Pump & Mechanical, Inc.

For: City of Gulf Breeze/ S.S.R.U.

Date \_\_\_\_\_

This quote is valid for 30 days from the quote date. The quoted amount excludes applicable sales tax. The payment terms are NET 30 days from date of shipment. Past due invoices will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Since this agreement is between Gilbert Pump & Mechanical, Inc. and the purchaser and not agents, subcontractors, property owners, or any third party, Gilbert Pump & Mechanical, Inc. will ultimately depend on the purchaser to insure payment and by signature above, purchaser agrees to guarantee timely payment. Nothing contained herein shall be construed as a waiver to Gilbert Pump & Mechanical's right to subrogation.

November 23, 2009

Mr. Jason Randell  
Tiger Point WWTP  
City of Gulf Breeze  
Gulf Breeze, FL 32562

**RE: jockey pump**

Dear Mr. Randell:

Layne Christensen Company proposes to furnish the following equipment for your consideration:

1 each Christensen Pump 7TLC-19 stage, water lubricated, 1800 rpm Vertical Turbine Pump, cast iron, bronze impellers and bushings with stainless steel fasteners.

1 each US Electric, 30HP Vertical Hollowshaft Motor, 1800 rpm, 230/460v/3phase/60 hz, with non reverse ratchet

**Cost, equipment only, freight included.....\$15,184.00**

**Equipment is available 3 weeks after receipt of your purchase order.**

This equipment is probably not an exact replacement of your existing pump. Modifications to your column assembly with installation will probably be about \$2,000 extra.

Call with questions or comments to 432-5101.

Sincerely,  
Layne Christensen Company



Wilks W. Turney  
Project Manager



# Memo

**TO:** Edwin A. Eddy, City Manager  
**THRU:** Vernon L. Prather, Director of Public Services *V.L.P.*  
**FROM:** Ormina Lanzetta, Natural Gas Supervisor  
**DATE:** December 18, 2009  
**RE:** Special Natural Gas Rebate Program

In an effort to keep our natural gas system expanding during these difficult economic times, our incentive program should focus on retaining existing gas customers and attracting new customers through conversion of their electric appliances to natural gas. I recommend we offer another special incentive rebate program starting February 01, 2010 and ending on April 30, 2010.

We began the special rebate program in 2007 and offered it again in 2008. We saw a great success both years and added appliances with significant consumption. The F/Y 2010 Budget provides \$13,000 for residential and \$20,000 for commercial rebates and the most of this funding is available due to the slow economy.

The special rebate formula will be similar to the one used in the past two (2) years. Offer \$500.00 for water heating or home heating. If both appliances are installed, offer \$1,200.00. We would also, offer an additional \$100.00 rebate per appliance. We should also increase our rebates for gas to gas replacement by offering \$250.00 rebate for water heat and \$500 for replacement of home heat. Minimal usage appliances such as fire places and grills would not be eligible for additional rebates.

**Recommendation: City Council approve the increased incentive in our rebate program for 89 days beginning on February 01, 2010 and ending on April 30, 2010 and authorize staff to proceed with advertising.**

## **GULF BREEZE NATURAL GAS REBATE**

Gulf Breeze Natural Gas is offering an increased incentive for those who convert their electric water heater and/or home heating system to natural gas. A rebate in the amount of \$500 will be made to the homeowner. If you install a water heater **and** home heating system, the rebate will be \$1,200.00. Any additional gas appliances are eligible for an additional \$100.00 rebate. Maximum rebate for individual customers is \$1,500.00.

For existing customers, replacement of your old gas water heater, we will offer a \$250.00 rebate. For your home heating system, we will offer a \$500.00 rebate, plus \$100.00 for each additional gas appliance.

Simply phone Gulf Breeze Natural Gas at 850-934-5108 to have a rebate form mailed or faxed to you.

Federal Tax Credits are available for energy efficiency up to 30% of the cost (including installation/labor costs) up to \$1,500.00 for an approved tankless water heater or natural gas furnaces. For details go to [www.energy.gov](http://www.energy.gov) or [www.energystar.gov](http://www.energystar.gov)

## GULF BREEZE NATURAL GAS REBATE PROGRAM

	2010 Special	Normal	2009 Special	2008 Special	2007 Special
<b><i>Conversion from Electric</i></b>					
Water Heat	\$500	\$200	NONE	\$500	\$500
Home Heat	\$500	\$200		\$500	\$500
Water & Home Heat	\$1,200	\$400		\$1,200	\$1,200
Each Additional Appliance	\$100	\$0		\$100	\$100
Max Benefit	\$1,500	\$400		\$1,500	\$1,500
<b><i>Gas to Gas Replacement</i></b>					
Water Heat	\$250	\$100	NONE	\$100	\$100
Home Heat	\$500	\$100		\$100	\$100
Water & Home Heat	\$750	\$200		\$200	\$200
Additional Appliances	\$0	\$0		\$0	\$0
Max Benefit	\$750	\$200		\$200	\$200

### APPLIANCES ADDED

Water Heat Appliances		30	61	65
Total Appliances		77	166	249





# City of Gulf Breeze

## Memorandum

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

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

**Date:** 12/29/2009

**Subject:** Replacement of 25 HP Submersible Pump at Live Oak Lift Station

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The Live Oak Lift Station located on the East side of the shopping center complex provides sewer service via gravity mains to the surrounding area including the hospital. The lift station, via force main, pumps the wastewater directly to the WWTP for treatment.

One of the two existing lift station pumps has failed and is beyond economical repair due to the broken impeller and wear on the pump volute.

We have solicited quotes from pump suppliers and received the following prices:

- Gilbert Pump and Mechanical:  
25 HP Hydromatic S4K2500M3-4                      \$8,685.00
- Gulf Coast Electric Motor Service:  
25 HP WILO/ EMU FA1065-286                      \$9,098.00

A review of the pump curve data for our operating conditions indicates that the WILO EMU pump has a higher efficiency 69% vs. 65% for high head pumping conditions. Based on the higher efficiency, the WILO Pump offers a longer operating cost and therefore the additional purchase cost of \$413.00 is warranted.

**RECOMMENDATION:**

**CITY COUNCIL AUTHORIZE STAFF TO PURCHASE (1) WILO/EMU 25 HP FA1065-286 PUMP FOR LIVE OAK LIFT STATION AT A COST OF \$9,098.00.**

Quote

Gilbert Pump & Mechanical  
 PO Box 954  
 Mary Esther, FL 32569  
 (850) 864-4000

Order Number: 0027028  
 Order Date: 12/28/2009

Salesperson: BDB  
 Customer Number: 01-GULFBRE

**Sold To:**  
 City of Gulf Breeze  
 P.O. Box 640  
 Gulf Breeze, FL 32562-0640  
**Confirm To:**

**Ship To:**  
 City of Gulf Breeze  
 P.O. Box 640  
 Gulf Breeze, FL 32562-0640

Customer P.O.	Ship VIA	F.O.B.	Terms			
Quote Only			Net 30 Days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
S4K2500M3-4	EACH	1.00	0.00	0.00	8,185.0000	8,185.00
S4K 25hp 230/60/3			Whse: 001			
OLD FOOD WORLD						
460 V / 3 PH / 25 HP / 450 GPM @ 100' TDH						
	EACH	1.00	0.00	0.00	500.0000	500.00
Belzona Impeller & Volute						
The pump is in stock, can deliver ASAP!						
If Belzona is requested, allow additional 3-4 days						

Net Order: 8,685.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 8,685.00**

Signature & Date Required

**GULF COAST ELECTRIC MOTOR SERVICE, INC.**  
**3810 HOPKINS STREET**  
**PENSACOLA, FL 32505**  
**PH (850)433-5134 \* FAX (850)433-0308**

24-Dec-09

City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32565

Proposed by: **Vernon Prather**  
Handled by: **red**

Gulf Coast Electric Motor Service is pleased to propose the following:

Provide: **New Pump**

Item	Qty	Description	Cost
# 1		25 HP EMU High Head Submersible Pump M/N FA1065, 286 Impeller 1750 RPM, 230/460 V  5 Year Warranty: 1st year - 100% 2nd - 5th Years - 50%  InStock	\$9,098.00

Proposed by: Tico Rodriguez .

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

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



# *City of Gulf Breeze*

OFFICE OF THE CITY MANAGER

## Memorandum

**To:** Mayor and City Council

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

**Date:** 12/29/2009

**Subject: Resignation from the Architectural Review Board**

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During January, the City Council typically considers new appointments to some of the City's various boards. We will have a memo summarizing this year's board needs in time for the January 13<sup>th</sup> Executive Session.

In the meantime, please note the attached copy of an email from Michael Price. He has resigned from the ARB. The Council may wish to appoint an individual to replace Mr. Price immediately or wait until January 13<sup>th</sup> to begin the process.

The ARB has a meeting scheduled for January 28, 2010.

## Edwin Eddy

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**From:** Michael Price [mp@mprice.net]  
**Sent:** Wednesday, November 11, 2009 1:56 PM  
**To:** Edwin Eddy  
**Subject:** ARB Resignation Letter

Buz, please accept this email as my resignation from the Gulf Breeze Architectural Review Board (ARB), effective immediately.

My wife, Jo-Ann Price, is a member of the Development Review Board (DRB), and under the new official structure, the ARB interacts substantially with the DRB. To avoid any perception of a conflict of interest or violation of the Sunshine laws, I feel it is necessary to resign from the ARB. Since this issue has already been raised by at least one City Council member, I think that it is reasonable to conclude that others would question the appropriateness of my serving on the ARB while she is a member of the DRB.

I want to thank you and the council for the opportunity to have served on the ARB. It has been a pleasure to work with you, the City Council and the ARB board members, but I feel strongly that it is essential for all who serve the public in any capacity to avoid even the perception of anything that could be considered inappropriate.

Sincerely,

Michael Price

**David J. Szymanski**

**From:** Pensacola Bay Area Chamber of Commerce [ashley@pensacolachamber.ccsend.com] on behalf of Pensacola Bay Area Chamber of Commerce [nprim@pensacolachamber.com]  
**Sent:** Monday, December 21, 2009 8:09 AM  
**To:** David J. Szymanski  
**Subject:** Pensacola Bay Area Chamber of Commerce Events

Having trouble viewing this email? [Click here](#)

# Pensacola Bay Area Chamber of Commerce and Gulf Breeze Area Chamber of Commerce Present the 2010 Legislative Luncheon



**DATE:** Thursday, January 7, 2010

**TIME:** 12:00 Noon

**LOCATION:** 2nd Floor  
Pensacola Civic Center

**Cost:** \$15.00 - Member  
\$20.00 - Non-member

***Members of the Legislative Delegation to attend.***

Program Presented by:

Program Sponsored by:



***Please Contact Mallory Wilson for a Registration Form.***

Pensacola Bay Area Chamber of Commerce  
117 W. Garden St.  
Pensacola, Florida 32501  
T: 850.438.4081 | F: 850.438.6369

[Forward email](#)

**SafeUnsubscribe®**

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Pensacola Bay Area Chamber of Commerce | 117 W. Garden St. | Pensacola | FL | 32501



THANK  
you