

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

FEBRUARY 10, 2010
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Development Review Board Referral of Feb. 2, 2010
Kym and Martin S. Lewis, 93 Shoreline Drive
Request to construct a 190 foot long pier with two finger piers
- B. Discussion and Action Regarding Architectural Review Board Referral of Conceptual Review of the Quietwater Office Project
- C. Discussion and Action Regarding Ordinance No. 01-10, Amending Sections 8-51 and 8-56 of the Municipal Code of Ordinances Relative to Storage of Vehicles on ROW's
- D. Discussion and Action Regarding Ordinance No. 02-10, Front Yard Fences
- E. Discussion and Action Regarding Special Event Request from St. Ann Catholic Church for a Palm Sunday Processional from Wayside Park to the Church Sunday, Mar. 28, 2010
- F. Discussion and Action Regarding Dracena Way Lift Station Rehab
- G. Discussion and Action Regarding Revised Cross Connection Control Program
- H. Discussion and Action Regarding the Fair and Accurate Credit Transactions Act
- I. Discussion and Action Regarding Natural Gas and Stormwater Contracts
- J. Discussion and Action Regarding Forest Health Improvement Initiative Grant
- K. Discussion and Action Regarding Contractual Rate Increase Requested by Allied Waste/Republic Services
- L. Florida Department of Transportation - SB 1446 - Landscape Grant - Selection of Design Consultant

Executive Session Agenda
February 10, 2010
Page Two

- M. Discussion and Action Regarding Community Development Block Grant - American Recovery and Reinvestment Act, Selection of Administrative Consultant and Engineer
- N. Discussion and Action Regarding Scheduling a Public Forum for the Evaluation and Appraisal Report
- O. Information Items

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.

DEVELOPMENT REVIEW BOARD AGENDA

DATE: FEBRUARY 2, 2010

TIME: 6:30 P.M.

LOCATION: GULF BREEZE CITY HALL, COUNCIL CHAMBERS, 1070
SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
4. REVIEW EX-PARTE COMMUNICATION IN ACCORDANCE WITH SECTION 20-47

5. **CASES:**

Project Number: 10-30000001

Request by: LEWIS, KYM/MARTIN S
93 SHORELINE DR
GULF BREEZE, FL 32561

Location: 93 SHORELINE DR

Description: 190' LONG PIER WITH TWO FINGER PIERS
**PLEASE NOTIFY ME BY MONDAY AT 934-5115 IF YOU
CANNOT BE IN ATTENDANCE, SO THAT WE CAN BE
ASSURED OF A QUORUM.**

LESLIE A. GOMEZ
DEPUTY CITY CLERK

**MINUTES
DEVELOPMENT REVIEW BOARD
FEBRUARY 2, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

Deborah Cederquist
Maureen Hill
Bruce DeMotts
Terry Pape

ABSENT

JB Schluter
Jo Ann Price
Bill Clark

STAFF

Shane Carmichael
Leslie Gomez

The meeting was called to order at 6:30 p.m. by Deborah Cederquist, Chairman.

After the Roll Call, Invocation and Pledge, a motion was made by Bruce DeMotts to approve the minutes as written. The motion was seconded by Maureen Hill. The minutes from the meeting of January 5, 2010 were approved unanimously.

Mrs. Cederquist asked if any members had any exparte communication regarding the pending case. Mrs. Cederquist stated she was familiar with the property but she did not visit or speak to anyone.

**CASE NO.1- MARTIN & KIM LEWIS, 93 SHORELINE DRIVE, GULF BREEZE, FL
REQUESTING TO CONSTRUCT 190' LONG PIER WITH TWO FINGER PIERS AND AN
UNCOVERED BOAT SLIP. .**

Robert Manske of Manske Marine Construction presented the plans for the pier to the Board. Shane Carmichael presented his staff report to the Board and answered questions. Mr. Carmichael pointed out that the project did not make any arrangements to preserve public access and the project would need to be amended so that the elevation of the pier be raised so that individuals can walk under the pier or steps be added so that they can walk over it.

After a brief discussion, a motion was made by Terry Pape to accept the project as presented with the stipulation that the public access issue be addressed. The motion was seconded by Bruce DeMotts and the vote for approval was unanimous. The project is Level III and must go to the City Council for final approval.

Board member Terry Pape updated the board on his presence at the RFP presentations for the AppRiver/Avalex building.

As there was no other business to come before the Board, the meeting was adjourned at 6:50 p.m.


Leslie A. Gomez
Deputy City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: February 3, 2010

SUBJECT: **ARB Conceptual Review of the Quietwater Office Project**

Attached, please find a copy of the minutes from the January 28, 2010 Architectural Review Board meeting in which they reviewed the conceptual plans for the Quietwater Office Building project. The meeting was a success and the members unanimously approved the design concept of a "Modern Architectural Style." They did have some questions and concerns concerning the color scheme, type of glass and the lack of pedestrian amenities.

They stated that they have seen several different renderings that had variations in the colors. The architect presenting the plans indicated that some of the reproductions of the renderings did not do a sufficient job in conveying the colors; however, they were the same throughout and are from the CRA pallet. Furthermore, he stated that they would make sure that the final submittal contained an accurate representation.

The ARB was also concerned with the type of glass that was being used on the building. The CRA Guidelines require the use of tinted glass and the plans indicated mirrored glass. The ARB asked the architect to bring in samples of both mirrored glass and tinted glass at the final submittal so that they could make a final decision.

The ARB also expressed concern with the lack of pedestrian amenities in the rear parking area. The architect indicated that they were redesigning the rear surface parking and would include one or more of the amenities specified in the CRA Guidelines.

In closing, I have included a copy of the packet that was sent to the ARB which contains LDI's comments along with the architect's rebuttal. Provided that this is the second time the ARB has reviewed a project, the process went very smooth.

RECOMMENDATION: **THAT THE CITY COUNCIL ACCEPT THE ARB'S RECOMMENDATION AND CONCEPTUALLY APPROVE THE QUIETWATER OFFICE BUILDING WITH THE ABOVE MENTIONED CONDITIONS AND CLARIFICATIONS (COLOR SCHEME, TINTED GLASS AND ADDITIONAL PEDESTRIAN FEATURES).**

MINUTES
ARCHITECTURAL REVIEW BOARD
JANUARY 28, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT

Bill Graves
David Alsop
Summer King
Britton Stamps
Tim Hoffman

ABSENT

J.B. Schluter

STAFF

Edwin Eddy
Leslie Gomez

The meeting was called to order at 6:30 p.m. by Chairman Tim Hoffman.

Roll was called by the Deputy City Clerk, Leslie Gomez.

Steve Bellflower with Hunton Brady Architects presented to the Board with the conceptual review of AppRiver/Avalex project site plan.

After a brief discussion regarding the "Conceptual Design" of the AppRiver/Avalex building a motion was made by Summer King to accept the conceptual modern design of the building that was presented to the board. This does not include any of the details of the building just the design. Britton Stamps moved to second the motion. The vote for approval was unanimous.

Mr. Steve Bellflower with Hunton Brady Architects then continued to go over the responses to the 19 CRA guidelines requirements.

After review and discussion of the 19 CRA guidelines requirements Bill Graves made a motion to accept the responses given by Hunton Brady Architects with the exception of items number 4 dealing with the type of windows used in the building and number 14 dealing with pedestrian amenities. The motion was seconded by David Alsop. The vote for approval was unanimous.

Tim Hoffman requested that when Hunton Brady Architects come before the board again that the following items be addressed in more detail.

- Color Selection: Lock in Color Selection due to variation of colors provided to the Board up to this point. (Color tint of window, brick color, etc...) Would like to give the Architects a definitive direction as to the color palet.
- Parking Lot Site Plan: Would like to see a more sustainable site design for the parking lot.
- Landscape: Landscaping selection should be conducive to growth in this environment and be low maintenance and look good in its natural state.

Jim Doyle, addressed the board regarding his concern that the citizens of Gulf Breeze should be aware of the choices the ARB is making with this project as well as consistency with the CRA guidelines so that the citizens will have an idea of what types of development will be done in the future throughout the City of Gulf Breeze.

As there was no other business to come before the Board the meeting was adjourned at 7:42 p.m.

Leslie A. Gomez, Deputy City Clerk

ARCHITECTURAL REVIEW BOARD AGENDA

DATE: JANUARY 28, 2010

TIME: 6:30 P.M.

LOCATION: GULF BREEZE CITY HALL, COUNCIL CHAMBERS,
1070 SHORELINE DRIVE, GULF BREEZE, FLORIDA
32561

1. ROLL CALL:

2. ITEMS TO REVIEW:

A. Conceptual Review of AppRiver/Avalex Project Site Plan

3. Adjournment



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: January 26, 2010

SUBJECT: LDI' Review of the Quietwater Office Building

Attached, please find an edited copy of LDI's review of the Quietwater Office Building. LDI's review contains several sections that pertain to information required for the Development Review Board ("DRB") submittal and are not germane to the Architectural Review Board's review. The DRB comments are civil in nature and are not needed or required for a conceptual review.

To help alleviate any confusion, I have only included the comments pertaining to the CRA Design Standards. If any member of the ARB would like to see the comments pertaining to the DRB information, I can provide it to them via e-mail.

CSC
Attachment

Chapter 26 Urban Design Standards

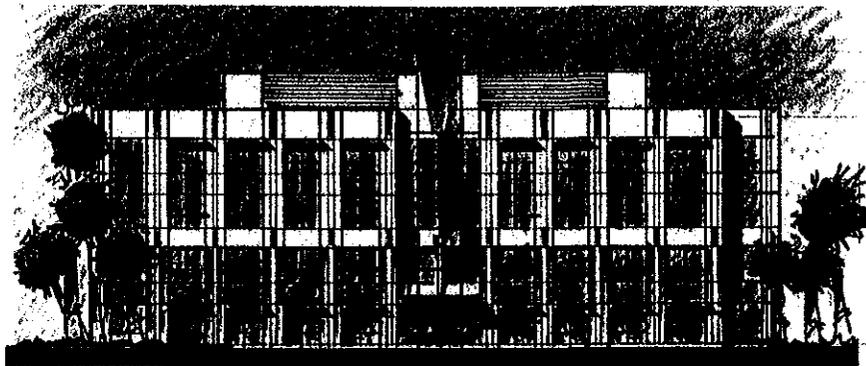
1. **Article II, Section 26-4** requires new buildings to be designed using Italianate, Neo-Classical or Mediterranean architectural styles. The applicant is proposing a modern style building. The code allows the use of alternate architectural styles if the following conditions are met.

- ***The above-mentioned required styles are detrimental to the economic health of the City and the CRA district.*** The proposed building, which will house two high-tech companies, is located within the proposed *Research Technology Zoning District*. The proposed Research Technology District is intended to accommodate research and technology facilities, corporate offices and support services and facilities in a campus-like, high quality aesthetic environment. The applicant wants to reflect that high-tech character through the architecture of the new building, rather than adopting a more classical/historical style. Even though the City has not adopted a different design vision for the district, based on the concept of having a high-tech building in a high-tech corridor would suggest that a modern style building, which otherwise meets the design standards of the CRA, might be appropriate on this site.



- ***The above mentioned required styles are incompatible with architecture in adjacent buildings.*** The existing buildings on the subject site were built prior to the adoption of Chapter 26 of the LDC and do not represent a particular architectural style. Therefore, the compatibility analysis with those buildings is irrelevant. However, the building across US 98 (the Andrews Institute) displays the Italianate style. Additionally, the future parking garage to be constructed on the subject site will most likely be designed in that style to achieve compatibility with the architecture of the Andrews Institute. The issue of compatibility of the proposed building with the Andrews Institute across the street can be addressed in two ways:

1. Allowing a Modern style building that preserves the proportions, scale, and orientation of a typical neo-classical or Italianate building. The design of the proposed building exhibits some of the volumetric features of the Italianate and Neo-Classical styles such as the 3-4 story height, flat roof, vertical emphasis on a horizontal building, tall narrow windows, central entry volume, a ground level that is different than the upper levels, colonnade and symmetrical facade. The architectural design of the proposed building is a simplified/modernized version of the Italianate and Neo-Classical styles. Therefore, it could be argued that the proposed modern building is compatible with the architecture of the building across the street. Whether the proposed building is allowed to preserve the modern style or not, the building should still be required to meet all other design standards required in the CRA.

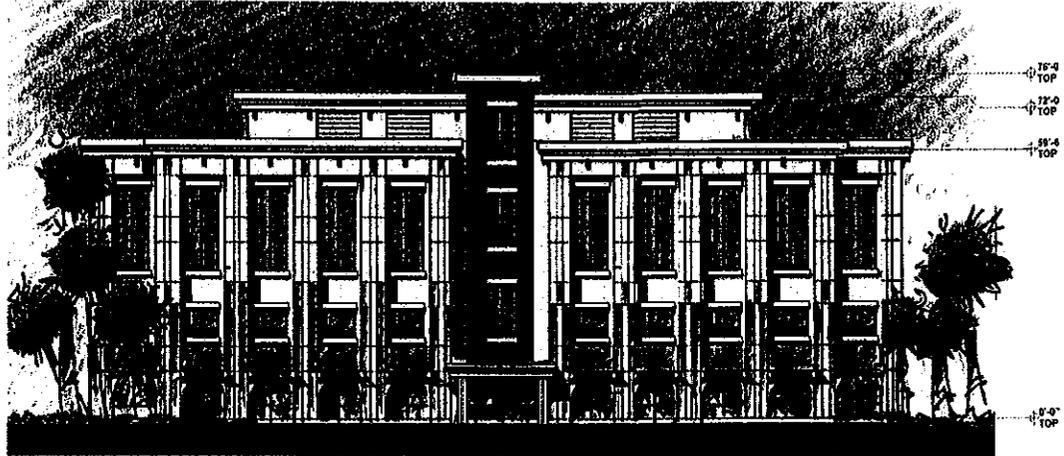


Proposed North Elevation

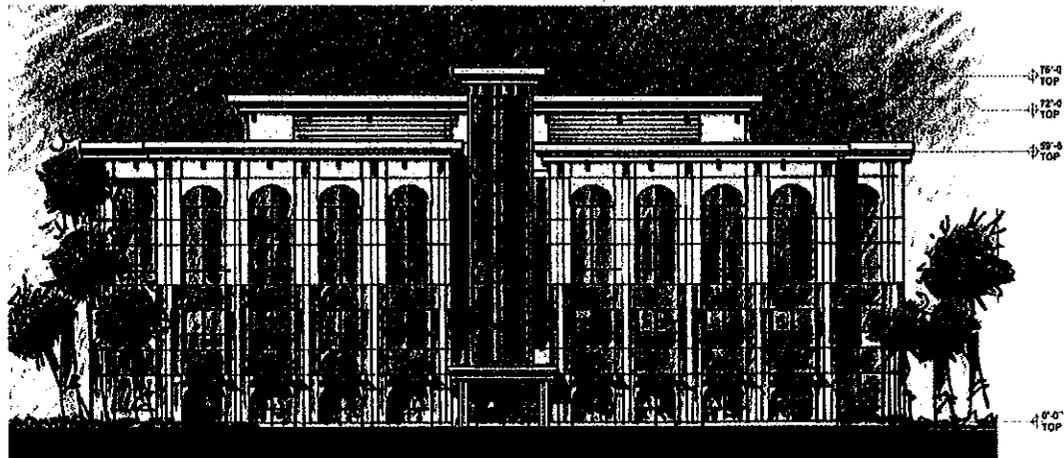


Traditional Neo-Classical/Italianate Style Examples

2. Requiring the proposed building to adhere to one of the required styles. The following graphics present rough alternative designs that incorporate some of the elements of the Italianate and Neo-Classical styles making the proposed building more compatible with the architecture across US 98.



Neo-Classical/Italianate Style Alternative 1 (framed windows, brackets, cornice)



Neo-Classical/Italianate Style Alternative 2 (brackets, cornice, arches)

- **The modern architectural style of the proposed building may be acceptable as determined by the City Council based on the location of the project.** The decision of whether the proposed office building should be of modern or classical style rests on a policy decision regarding the future vision for the *Research Technology District*. Should this building be allowed to use the modern style, it could be assumed that all other buildings within the Research Technology district would too. All other design requirements should be met.

2. **Article II, Section 26-11** includes standards for monument signs. The location and design of the Monument sign have not been submitted for review. Please provide the information.

City of Gulf Breeze CRA and CBD Design Guidelines

3. **Section III.C.2** requires primary facades not to exceed 20 horizontal feet and 10 vertical feet without including a minimum of three elements from the list provided.

- According to the property appraiser's website, Eventide Drive, located on the east side of the proposed building, is an easement not a public street. The proposed building is not located along US 98, but will be visible from the right-of-way. Therefore, only the North façade is considered primary and all other facades are considered secondary.
 - The first floor meets the requirement of Section III.C.2, but the upper floors don't. During the pre-application meeting held on November 17, 2009, the applicant indicated that he would be requesting a **deviation or variance** to allow the proposed façade design based on several justifications: The upper floors were designed with taller windows to give a more vertical scale to the building; the architectural style does not lend itself to more ornamentation (other than changes in color and possibly small recessed areas); human scale would not be an issue on the upper floors. Should the modern style be approved by the City Council, we would support this waiver as the tall narrow windows between the white columns give a vertical look to proposed building, which otherwise would seem very horizontal.
4. **Section III.C.4** requires glass to be transparent and without color. The use of tinted or reflective glass is prohibited. During the pre-application meeting held on November 17, 2009, the applicant indicated that the owner wants to use mirrored glass, which is consistent with the proposed modern style but inconsistent with the CRA standards. The elevations submitted do not indicate the type of glass to be used. Please add a note to the elevations indicating the transmittance and reflectance factors (percentages) and color for the proposed glass areas for review.
 5. **Section III.C.4** requires windows to be recessed a minimum of one-half inch, and to have visually prominent sills, shutters, stucco relief, or other such forms of framing. The applicant is proposing to frame the windows with the columns. No other form of window framing seems to be proposed. Please submit a detail of the windows for review.
 6. **Section III.C.4** requires an 8' minimum vertical clearance for canopies and arcades on non-residential buildings. The proposed elevations show an arcade on the north side and aluminum shading devices on the first floor of the building. Please note the vertical clearance of the canopies and arcade on the elevations.
 7. **Section III.C.5** requires flat roofs to be hidden by a parapet of no less than three (3) feet in height. The proposed elevations show a flat roof with parapets. Please indicate the height of parapet on the elevations.
 8. **Section III.C.6** specifies the building materials allowed. Please note all the proposed building materials and finishes on the building elevations.
 9. **Section III.C.7** specifies guidelines for building colors. Please note the colors of the walls, doors, window frames, and canopies on the building elevations. Also, submit the color samples (paint cards) for the selected color scheme.
 10. **Section III.D.2.a** requires that all sidewalks within private developments be five feet wide and constructed of concrete pavers. The sidewalks proposed around the building are four feet wide and concrete according to the site plan. Please increase the width of the sidewalk by one foot and change the surface to concrete pavers.

11. **Section III.D.2.a** requires that all sidewalks be raised at a different grade than the vehicular parking lot and have pedestrian scale lighting. Please provide a section detail through the sidewalk and the parking area on the plan. Also, show how the lighting requirements will be met.
12. **Section III.D.3** contains guidelines for vehicular circulation and parking on the site. Please address the following comments.
 - The section requires parking lots with two or more double rows to have a continuous landscaped strip between the sections. The site plan shows three double rows with no landscaping strips. Please provide a nine foot wide landscaping strip with a four foot wide sidewalk included between one of the double rows.
 - The section requires large parking lots with more than 120 spaces to have a landscaped sidewalk for pedestrian connection to the building. The proposed parking lot has 131 spaces with no landscaped sidewalks for pedestrian connection. The plans do not meet this requirement. Please refer to the recommendation noted in the previous bullet.
13. **Section III.E** requires at least one pedestrian amenity be provided for every 45,000 gross square feet of development. Please provide one pedestrian amenity (see code for examples of amenities) on the site.
14. **Section III.F** requires that the open space requirements of the Land Development Code be met. Please provide calculations indicating that the required open space has been provided.
15. **Section III.G** sets the minimum size requirement for proposed shrubs. Please submit a landscape schedule specifying shrubs that are 3-5 gallon minimum.
16. **Section III.H** requires an irrigation plan. Please submit a complete irrigation plan meeting city code requirements.
17. **Section III.I** requires mechanical equipment, loading areas and trash collection areas to be integrated in the overall building design by locating them behind the building and fully screened. Plain boxes used for screening are not acceptable.
 - The site plan shows a lift station on the south side of the property. Please screen it with a wall or landscaping.
 - The proposed elevations show mechanical equipment on the roof with screening walls. The design treatment on the east and west screening walls should match the design treatment on north and south screening walls. Please include some louvered panels on the east and west elevations.
18. Please show the details of the dumpster enclosure. Please note the colors and the materials of the dumpster enclosure walls.
19. **Section III.M.b** includes the building signage requirements. Building sign location and details have not been submitted for review. Please provide the information.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/4/2010

**Subject: Ordinance No. 01-10, Amending Sections 8-51 and 8-56 of the
Municipal Code of Ordinances Relative to Storage of Vehicles**

Attached please find a copy of the Ordinance listed above. It was approved on First Reading on January 19th. A Public Hearing has been advertised for Tuesday, February 16th. Also attached is a summary memo previously provided to Council.

RECOMMENDATION:

THAT A PUBLIC HEARING BE HELD AND THAT ORDINANCE NO. 01-10 BE APPROVED ON SECOND READING.

ORDINANCE NO. 01-10

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO THE EXTERIOR STORAGE OF VEHICLES, BOATS AND TRAILERS; AMENDING SECTION 8-51 AND 8-56 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations relative to the exterior storage of vehicles, boats and trailers; and,

WHEREAS, the City Council has recently undertaken steps to help revitalize and enhance the appearance of residential neighborhoods; and,

WHEREAS, the City Council found through a series of workshops that the citizens desire to enhance the current rules and regulations that pertain to the exterior storage of vehicles, boats and trailers.

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

SECTION 1 - Section 8-51. Definitions is hereby amended to read:

Sec. 8-51. Definitions

Abandoned property means all motor vehicles, boats, vessels or any other property of any kind or description remaining unattended for a continuous period of seventy-two (72) hours or more days on any park, parking lot, alley, street, public way or private property of the city or in or upon the waters abutting any property of the city.

Parking shall mean the standing of a vehicle for a period time equal to or less than seventy-two (72) hours.

Storage shall mean the standing of a vehicle for a period time greater than seventy-two (72) hours.

SECTION 2 – Section 8-56. Exterior storage of nonoperating vehicles, boats and trailers is hereby amended as follows:

Sec. 8-56. Exterior storage of vehicles, boats and trailers.

(a) Nonoperating vehicles, boats and trailers.

- (1) No person who owns or is in possession of, in charge of or in control of any property shall keep or allow a nonoperating vehicle, boat, camper or any trailer designed to be pulled by a vehicle to remain in full view on such property longer than 30 days. A nonoperating vehicle is a vehicle which cannot be readily moved under its own power or which is not currently and properly licensed for operation by the state. A nonoperating boat is a boat which is not seaworthy or is not currently licensed for operation by the state.

similar type vehicle shall be keep clear of any weeds, grasses or other vegetative material in excess of twelve (inches) in height.

- (4) No recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type of vehicle shall be stored on any public or private right-of-way.
- (5) Any person who is in violation of this section shall be issued a Notice of Violation and shall be allowed 7 calendar days for the performance of such acts which will render the property in conformity with section.

SECTION 7 - 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 8 - 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 9 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 19TH DAY OF JANUARY, 2010.

ADVERTISED ON THE ON THE 21ST DAY OF JANUARY, 2010.

PASSED ON THE SECOND READING ON THE _____ DAY OF _____, 2010.

By: _____
Beverly Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk

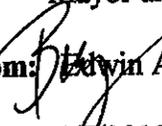


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 1/9/2010

Subject: Ordinance No. 01-10, Amending Sections 8-51 and 8-56 of the Code of Ordinances Relative to Storage of Vehicles

Attached please find a copy of the ordinance referenced above. It has been developed in accordance with Council direction that regulation of vehicles (cars, boats, trailers, RV's, etc.) stored in the right-of-way is appropriate. The ordinance also includes a provision that vehicles stored on private property be maintained and that the area underneath the stored vehicles also be maintained.

The underlined language below is new to be added to the Code. The non-underlined language currently exists in the Code. Proposed section 8-56(a) deals with "non-operating" vehicles and 8-56(b) deals with storage of vehicles.

Note in the proposed section 8-56 a (5) that the word "stored" is used. "Storage" is defined as "standing of a vehicle for more than 72 hours."

Proposed section 8-56 (a) (6) provides that any person who is in violation of this section shall be allowed (7) days to bring their property into conformance.

Proposed section 8-56 (b) (1-5) deals with vehicles stored on private property. The new language requires vehicles to be stored free of physical decay and neglect. There are added requirements for maintenance of the area under the vehicle or trailer.

RECOMMENDATION:

THAT ORDINANCE NO. 01-10 BE APPROVED ON FIRST READING AND THAT SECOND READING AND PUBLIC HEARING BE ADVERTISED FOR TUESDAY, FEBRUARY 16, 2010.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/4/2010

Subject: Ordinance No. 02-10, Front Yard Fences

Attached is a copy of Ordinance 02-10 for your consideration at a Public Hearing which has been advertised for Tuesday, February 16, 2010.

Please refer to page two (2) of the proposed Ordinance. You will note that alternate language has been proposed for #6 of the 7 criteria to be used to evaluate requests for a front yard fence. The alternate language was suggested by Councilman Morris. It seems reasonable that there are other legitimate causes for trespassing across a private lot in addition to a water body.

If the Council decided to add the new language for #6, then the Ordinance as amended would need to be reconsidered on First Reading on February 16th and a Public Hearing and Second Reading would be schedule for March 1, 2010.

RECOMMENDATION:

THAT CRITERIA #6 IN PROPOSED ORDINANCE 02-10 BE CHANGED TO INCLUDE OTHER SITUATIONS THAT MAY LEAD TO TRESSPASSING AND THAT THE AMENDED ORDINANCE BE APPROVED ON FIRST READING ON TUESDAY, FEBRUARY 16TH WITH SECOND READING SCHEDULED FOR MARCH 1, 2010.

ORDINANCE NO. 02-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING SECTION 21-72 OF THE CODE OF ORDINANCES RELATIVE TO FENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council enacted certain rules and regulations regarding the design and placement of fences on residential lots; and,

WHEREAS, these rules and regulations currently preclude the placement of a fence forward of the front of a primary structure on a residential lot; and,

WHEREAS, the City Council desires to amend these rules and regulations to allow the placement of fence forward of the front of a primary structure in certain instances and when certain design criteria are met.

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

SECTION 1: Section 21-72, Fence Requirements is hereby amended to read as follows:

Sec. 21-72. Fence requirements.

- (a) No fence of any description shall be erected nearer to the front lot line than the front of the house on the lot or, in the case of a vacant lot, nearer to the front lot line than that point on the lot where a house could be located when and if built, except as follows: in the case where a house is built closer to the setback limit than a house immediately abutting, then the house further away from the front street may extend the side yard fence to a point equal to the extent of the abutting front yard fence which extends further toward the street. In no case can a side yard fence extend closer to the right-of-way than the setback limit. In the case of a corner lot no fence shall be erected nearer to the side street line than the side street setback line for that particular lot. In those instances on a corner lot in which the front of the house faces the side street lot line, then the section of fence that faces the front lot line shall not be located any closer to the front lot line than 15 feet. The maximum height of such fence shall be eight feet, except that on a corner lot, the height of such fence that protrudes beyond the side of the house facing the side street where the fence joins the house, and that portion of the fence that runs parallel with the side street side of the lot, shall not exceed 6 feet in height. All other sections of a fence located on the lot shall not exceed the maximum height of eight feet.
- (b) Special exceptions.

Fences meeting the following criteria may be located forward of the front of the house but not forward of the front lot line. The Board of Adjustment will determine if the

sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then it is hereby declared to be the intent of the Gulf Breeze4 City Council that this Ordinance be construed to the fullest extent possible in a manner that is valid and constitutional and excepting only such portions of this Ordinance that are necessary in order for the remaining portions hereof to be valid and lawful.

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 1ST DAY OF FEBRUARY, 2010.

PUBLISHED ON THE 4TH DAY OF FEBRUARY, 2010.

PASSED AND ADOPTED ON THE SECOND READING ON THE _____ DAY OF _____, 2010.

CITY OF GULF BREEZE, FLORIDA

BEVERLY H. ZIMMERN, MAYOR

ATTEST:

MARITA RHODES, CITY CLERK



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Robert Randle, Dep. Chief

Re: Special Event Application

Date: February 3, 2010

St. Ann Catholic Church has submitted application for their Palm Sunday Processional from Wayside Park to the Church. The event will be on March 28, 2010 from 2pm – 4pm. On duty officers will assist with crossing intersections. No off duty or auxiliary officers will be necessary.

RECOMMENDATION: That the City Council approve the application.



01-06-'10 10:24 FROM-

T-100 P002/005 F-379



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

**ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO
THE GULF BREEZE POLICE DEPARTMENT
AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT**

Ken L. Denny 01/18/2010
Applicant's Signature Date



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

CITY OF GULF BREEZE

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

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

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

01-06-'10 10:24 FROM-

T-100 P004/005 F-379

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

Ken [Signature] 01/18/2010
Applicant's Signature Date

Robert [Signature] 2/3/10
Police Department's Approval Date

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

01/18/2010
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name St Ann Catholic Church
Address 100 Daniel Dr Gulf Breeze FL 32561

2. PERSON REQUESTING PERMIT:

Name Karen Gomez ministries Assistant
Address 100 Daniel Dr
Phone 850 932 2859 x242

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

Name Karen Gomez
Address 100 Daniel Dr
Phone 850 932 2859 x242

4. DATE, HOURS AND LOCATION OF EVENT:

03/28/2010 12:00 NOON starting @ Wayside
Park ending @ St Ann approx 3:30-4:00 pm

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: We will be celebrating Palm Sunday & Stations of the Cross starting @ Noon @ Wayside Park. We'll walk along 98 making 13 stops to reflect on each station. There are approximately 75-100 people that attend this event each year.

Karen Gomez 01/18/2010
Applicant's Signature/Date

Robert Renda 2/3/10
Police Department's Approval/Date

City Manager's Approval/Date



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

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

Date: February 4, 2010

Subject: Dracena Way Lift Station Rehab

The City's Fiscal Year 2010 Water & Sewer Budget did not include any funding for capital projects although two (2) projects were identified during the budget process as capital needs. The identified projects were rebuilding Dracena Way Lift Station and Replacement of the Sewer Force Main from Florida Ave. Lift Station.

A review of the projects indicates that the Rehab of the Dracena Way Lift Station should be performed first as the station was constructed around 1972 and was rebuilt in 1989 with new pumps and rail system. The station is now approximately 38 years old and 21 years has elapsed since the 1989 event.

The planned scope of work will involve a complete replacement of piping, pumping and control systems including recoating the wet well to prevent continued infiltration between the exposed bricks.

The City's 401 fund currently has cash reserves in excess of \$900,000; and therefore staff desires to fund the rebuild cost from cash reserves.

Staff has solicited quotes from licensed underground utility contractors to perform the needed work and obtained the following prices:

Brown Construction of NWF	\$ 82,597.04
Warrington Utility	\$116,525.00
Utility Service Co.	\$132,061.00

Brown Construction has agreed to honor their price as originally submitted by letter dated February 3, 2010.

RECOMMENDATION:

STAFF RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE THE DESCRIBED REHABILITATION TO THE DRACENA WAY LIFT STATION BY BROWN CONSTRUCTION IN THE AMOUNT OF \$82,597.04 WITH FUNDING FROM RESERVES.

Therran Gentry

From: Gabe Jackson [gabe@thebrownconstruction.com]
Sent: Wednesday, February 03, 2010 1:32 PM
To: Therran Gentry
Subject: Dracena Way LS Pricing
Attachments: image001.png; Dracena Lift Station rev.doc



Therran,

Thank you for the opportunity to review given the amount of time that has passed since the project was quoted. After consultation with our major subcontractors and suppliers we have determined that we will be able to honor the price for the work at the Dracena Way LS as per the proposal dated 10/22/2009. Please see the attachment for an updated proposal. Should you have any questions or concerns please do not hesitate to call.

Sincerely,

Gabe Jackson

Estimator/Project Manager

BROWN CONSTRUCTION OF NWFL, INC.

Pensacola, FL 32534

850.473.9039 office

850.473.9063 fax



SINCE 1995
CERTIFIED GENERAL &
UNDERGROUND UTILITY CONTRACTORS
CGCO45510 CUCO56748



February 3, 2010

Therran Gentry
City of Gulf Breeze

RE Dracena Way Lift Station Rehab

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

1. Bypass Connection to Ex. FM	1	LS
2. Bypass Pumping	1	LS
3. Demo Existing WW / VB Piping	1	LS
4. Concrete Bottom w/ Anchor Sys.	1	LS
5. Discharge Piping and Valve Assy.	1	LS
6. Permanent Suction Piping	1	LS
7. Raven Coating on WW Interior	1	LS
8. H4H 15 HP Pumps	2	EA
9. Control Panel, BB & Omni Sys.	1	LS
10. Relocate Panhandle Alarm	1	LS
11. Stone Driveway w/ Timbers	1	EA
12. Sod	1	LS

Total... \$82,597.04

Notes:

1. Items not specifically noted are excluded.
2. Gulf Power charges are not anticipated and are excluded.
3. Existing electrical equipment including Generator, Transfer Switch and Power Service shall be reused.
4. Scope and Price includes a \$2,000.00 allowance for Pump Out Services, to be adjusted pending actual billing for services. Facilities for disposal shall be provided by City of GB.
5. Cementitious coating of Wet Well Interior prior to epoxy coating is not anticipated and is excluded.
6. Wet well and valve box structures are expected to be in sound condition. Remediation above items noted in scope of work is excluded.
7. Painting of new electrical hardware, backboard and control panel is excluded from this proposal.

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

Sincerely,

Gabe Jackson



State Certified# CU C057198
Fire Main# FM01352

Date: October 22, 2009

Re: Dracena Way Lift Station

Attn: Therran Gentry

Warrington Utility & Excavating Inc. will provide material, labor, and supervision for lift station rehab at Dracena way.

Grand Total: \$116,525.00

Please Note the following:

- Price subject to change in case of any unforeseen circumstances or any utilities encountered.
- Price does not include any de-watering
- Anything not specifically stated in this proposal is excluded from price.
- An allowance of \$2,000.00 was added for pump truck.

Complete Sanitary Sewer Systems * Mains, Laterals, Lift Stations, Force Mains, etc. * Complete Water Main Systems * Fire Hydrants, Wet Taps, Services, Back Flow Preventors and Testing, Pressure Testing, Jack & Boring * Complete Storm Drain Systems * Concrete Pipe and Plastic Pipe * Curb Inlets, Catch Basins, Box Culverts, Under drain Systems, Excavating * Dewatering * Electrical and Telephone conduit
8401 Untreiner Avenue, Pensacola, FL 32534 Office: (850) 476-2280, Fax: (850)476-2283



UTILITY SERVICE CO.

October 22, 2009

Therran Gentry, Construction Foreman
City of Gulf Breeze
Gulf Breeze, Florida

Re: Dracena Way Lift Station Rehab Quote

Therran,

Our Lump Sum Price for the Rehab of the Dracena Way Lift Station, as per the following scope of work, is \$132,061.00.

Scope of Work:

1. Cut in new 4" bypass connection and in-line valve on existing force main. Price includes \$2,000.00 allowance for vacuum truck to pump out backflow and maintain lift station while bypass is cut in. Vacuum truck to dump into nearby designated SSRU manhole. Remove bypass quick connect and blind flange valve at completion of bypassing.
2. Provide and maintain bypass pumping for duration of project.
3. Pressure wash and vacuum lift station.
4. Remove all pumps, floats, base ells, piping, rail system, steps, valves, and hardware from lift station and valve box.
5. Pour new bottom with new anchoring system for base ells. (Hydromatic cast iron spacer/riser)
6. Provide and install new base ells and 4" 316 SS discharge piping in lift station and valve box.
7. Provide and install new valve system in valve box as per picture provided. (two 4" check valves, three 4" gate valves, and by pass connection.
8. Provide and install permanent 4" 316 SS by pass (suction side) from lift station to valve box, with male cam-lock, drop to bottom of lift station to be 4" schedule 80 PVC.
9. Coat entire wet well interior surface with "Raven" coating.
10. Provide and install two new Hydromatic model H4H1500M3-4 submersible 4" sewage pumps. (200 GPM @ 82' TDH, 230V/3PH/15HP/1750 RPM, with 35' power cords, SS lifting bails, Belzona Coating on Volute & impellers)
11. Provide and install Hydromatic 4" Pultruded Guide Rail Systems with Fiberglass Eye Beams, High Pressure Base Elbows and SS upper Rail Brackets mounted to discharge 90 degree elbows.



City of Gulf Breeze

Dracena Way Lift Station Rehab

Scope of Work

1. Install bypass connection and in-line valve on existing forcemain.
2. Provide and maintain bypass pumping for duration of project.
3. Remove all hardware and plumbing including base ells, riser pipe, rail system, gate valves and check valves. Also remove steps.
4. Pour new bottom with anchoring system as shown in detail provided.
5. Install new base ells, 316 SS riser pipes/discharge plumbing, rail system (6" Fiberglass I-Beam) and float system. Valve assembly shall be as shown in picture provided.
6. Install permanent emergency bypass (suction side) constructed of SS through wet well and valve box terminated with male cam-lock. "Drop" to bottom of wet well shall be sch.80.
7. "Raven" coat entire wet well interior surface.
8. Install 2 new H4H 15hp non clog pumps as detailed.
9. R and R control panel and backboard according to SSRUS lift station detail provided dated 3/16/07. Omni on-site monitoring system to be included.
10. Relocate Panhandle Alarm system to new backboard.
11. Install 11.5' wide 15' long crushed stone driveway 6" thick with landscape timber border.
12. Sod all disturbed areas.

Notes:

- A formal start-up will be conducted with contractor, electrical and pump reps present.

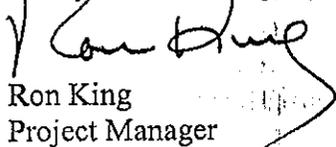
October 22, 2009
City of Gulf Breeze
Utility Service Company, Inc.

12. Furnish and install one Duplex Control Panel with 100 SF module (+extra as spare) 15 HP/230V/3PH with NEMA 3 starters & Russell Stoll Generator Receptacle & 42x36x12 NEMA 4X Enclosure, and one OminiSite XR-50 Cellular Sewage Lift Station Monitoring System with one year pre-paid service agreement.
13. Remove existing equipment from existing panel board, provide and install new panel board and reinstall all equipment, including Panhandle Alarm system.
14. Provide four Roto Floats with two 6 hook SS Float/Pump Cord Bracket.
15. Provide and install 11.5' wide x 15.0' long crushed stone driveway 6" thick, with landscape timber border.
16. Sod all disturbed areas.

We appreciate the opportunity to quote on this work.

Sincerely,

Utility Service Company, Inc.



Ron King
Project Manager



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas Lambert, Assistant Director of Public Services 

DATE: February 4, 2010

RE: Revised Cross Connection Control Program

The City has an established Cross Connection Control Program required by the Florida Department of Environmental Protection. The purpose of the Program is to establish guidelines for installing, maintaining and testing backflow prevention devices at facilities that might present a hazard to the potable water system.

In order to comply with new Department regulations and to insure that the City is covering its cost of the Program, we have several proposed changes. The revised Program is attached for your review. The major changes to the Program include the following:

1. Increasing the fee by \$15 for testing each meter size tested by the City. We encourage customers to have third party testers perform the work, but the City will perform the test for smaller devices (3/4" through 1 1/2"). The fee is being increased so that the City does not undercut the commercial testers pricing and to cover our increasing costs. This rate has not been increased since it was established in 1997.
2. Establishing registration requirements for certified testers who wish to provide testing services to our customers.
3. Formally including South Santa Rosa Utility System in the City's Program, even though it has operated under the Program. This is a formality required by the Department.
4. Instituting a \$500 fine for removing a registered device without notification to the City. We have found that some businesses will remove the device if they have operational problems, and not replace it until the City provides notice of testing. This could leave the City's potable water system at risk for up to 1 year.

Once approved, we plan to send every customer with a backflow prevention device a summary of these changes, with emphasis on the importance of maintaining the device, and the penalties for failure to do so.

RECOMMENDATION: That the City Council adopt Resolution __-10 at its February 16, 2010 meeting approving the revised Cross Connection Control Report

RESOLUTION NO. __-10

A RESOLUTION TO BE ENTITLED:

A RESOLUTION REVISING THE CROSS-CONNECTION CONTROL PROGRAM; REQUIRING THE INSTALLATION OF BACKFLOW PREVENTION DEVICES; PROVIDING FOR INSPECTION OF CUSTOMERS' PREMISES; REQUIRING CUSTOMERS TO PROVIDE CERTAIN INFORMATION CONCERNING POTENTIAL HEALTH HAZARDS; PROVIDING FOR TESTING OF BACKFLOW DEVICES; PROVIDING FOR TERMINATION OF SERVICE IN THE EVENT OF NON-COMPLIANCE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze is required to ensure protection of public health through the provisions of appropriate requirements and standards for design, construction, operation and maintenance of its public water supply system; and

WHEREAS, the city has determined that cross-connections create or have the potential to create an imminent and substantial danger to public health through the potable water system's becoming a transmitter of disease, toxic materials and hazardous liquids; and

WHEREAS, Section 62.555.360 (2) Florida Administrative Code, required each community water supply system to establish a Cross-Connection Control program for the purpose of detecting and preventing cross-connections; and

WHEREAS, the City established a Cross-Connection Control Program to protect the health of water users by the control of actual and potential cross-connections through methods of containment and isolation;

WHEREAS, It is necessary to revise and update the Cross Connection Control Program to update policies and fees with changing rules and costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GULF BREEZE:

1. The Amended Cross-Connection Control Program which is attached hereto is hereby adopted.
2. This resolution shall take effect upon its adoption.

ADOPTED this _____ day of _____, 2010.

CITY OF GULF BREEZE

BY:

MAYOR

ATTEST:

CITY CLERK

CITY OF GULF BREEZE

AND

SOUTH SANTA ROSA UTILITY SYSTEM

CROSS-CONNECTION CONTROL PROGRAM

Amended February 2010

TABLE OF CONTENTS

<u>CHAPTER</u>		<u>PAGE</u>
1.	INTRODUCTION	5
2.	AUTHORITY	5
3.	DEFINITIONS	5
4.	RESPONSIBILITY	7
5.	POLICY	8
6.	LAWN AND SPRINKLERS	9
7.	SURVEY AND INSPECTION	10
8.	RECORDS	11
9.	MAINTENANCE	11
10.	BACKFLOW TECHINICATIONS	11
11.	COLOR CODE	12
12.	WATER SUPPLY MANDATORY	12
13.	CUSTOMER SERVICE	12
14.	PUBLIC SERVICE DEPARTMENT	13.
15.	PRIORTIES OF INSPECTION	13
16.	SAMPLE LETTERS	14

1. INTRODUCTION

The City of Gulf Breeze, in its operation of a public potable water supply system is required to ensure protection of public health through the provision of minimum requirements and standards for design, construction operation, and maintenance of its system. It is essential that physical cross-connections, which create or have the potential to create an imminent and substantial danger to public health be eliminated from the distribution system and plumbing systems of customers. Backflow can result in the potable water system becoming a transmitter of disease, toxic materials and other hazardous liquids. Therefore, it is necessary to establish and maintain a Cross-Connection Control Program to protect the health of water consumers by control of actual and/or potential cross connections through methods of containment and/or isolation.

2. AUTHORITY

Florida Safe Drinking Water Act, Sections 403.850-430. 864, Florida Statutes. Florida Administrative Code, Chapter 62.555.360 (2) "Community water supply systems are required to establish a routine Cross-Connection Control Program for the purpose of detecting and preventing cross-connections that create or have the potential to create an imminent and substantial danger to public health by and from contamination due to the cross-connection. Upon detection of a prohibited cross-connection both community and non-community water systems shall either eliminate the cross connection by installation of an appropriate backflow prevention device acceptable to the Department (D.E.P) or discontinue service until the contaminant source is eliminated. Such program shall be developed utilizing accepted practices of the American Water Works Association guidelines as set forth in AWWA manuals M14, Recommended Practice for Backflow Prevention and Cross Connection Control," and Manual of Cross Connections Control," 9th Edition." Published by Foundation for Cross Connection Control and Hydraulic Research at the University of Southern California. (FCCC & HR)

3. DEFINITIONS

Air Gap Separation - An unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood rim of the receptacle, and shall be at least double the diameter of the supply pipe measured vertically above the flood level rim of the vessel. In no case shall the gap be less than one (1) inch.

Atmospheric Vacuum Breaker - A backflow prevention device which is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work-in a vertical plane only. The one moving part consists of a poppet valve, which must be carefully sized to slide in a guided chamber and effectively shut-off the reverse flow of water when a negative pressure exists.

Auxiliary Water Supply - Any water supply on or available to the premises other than the purveyor's approved public potable water supply. These auxiliary water supplies may include water from another purveyor's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or "used waters" or "industrial fluids." These waters may be polluted, contaminated, or may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

Backflow - The flow of water or other liquids, mixtures or substances into the distribution pipes of a potable supply of water from any source or sources other than its intended source.

Back Pressure - A pressure higher than the supply pressure, caused by a pump, elevated tank, boiler, air/stream pressure, or any other means, which may cause backflow into the potable water piping/system.

Back Siphonage - The flow of water or other liquids, mixtures or substances into the distributing pipes of a potable water supply system from any source other than its intended source caused by the sudden reduction of pressure in the potable water supply system.

Backflow Prevention Assembly - A device to counteract back pressure or prevent back siphonage.

Backflow Prevention Assembly - Approved - The term approved backflow prevention assembly shall mean an assembly that has met the requirements of one or more of the following standards set forth by U.S.C., F.C.C.C & HR:

AWWA	- C-506-78	Standard for backflow prevention Reduced pressure principle and Double Check valve types.
ASSE	- 1001	Atmospheric type vacuum breakers
ASSE	- 1011	Hose connection vacuum breakers
ASSE	- 1020	Pressure type vacuum breakers
ASSE	- 1024	Dual Check Type backflow Preventer (Residential Use Only)
ASSE	- 1013	Reduced pressure principle back pressure backflow preventers
ASSE	- 1015	Double check valve type back pressure backflow preventers
U.S.C. F.C.C.C. & H.R.		University of Southern California Foundation for Cross-Connection and Hydraulic Research

The City- Includes South Santa Rosa Utility System and The City of Gulf Breeze

Cross - Connection - Any physical arrangement whereby a public water supply system is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains or may contain contaminated water, sewage or other waste or liquid of unknown or unsafe quality, which may be capable of imparting contamination to the public water supply system as a result of backflow. By-Pass arrangements, jumper connections, removable sections, swivel or change-over devices, or any other temporary or permanent devices through which or because of which backflow could occur are considered to be cross - connections.

Cross-Connection Control by Containment - The installation of an approved backflow prevention device at the water service connection to any customer's premises where it is physically and economically infeasible to find and permanently eliminate or control all actual or potential cross-connections within the customer's water system; or, it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross-connections which cannot be effectively eliminated or controlled at the

point of cross-connection.

Double Check Valve Assembly - An assembly composed of two independently acting approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted with properly located resilient seated test cocks. This assembly shall only be used to protect against a non-health hazard situation.

Health Hazard - Any conditions; devices, or practices in any water supply system or in its operation, which create or may create a danger to the health and well-being of the water consumer.

Isolation - A method of controlling potential and/or confirmed cross-connections by installation of an air gap separation or a vacuum breaker. Every water outlet is protected.

Pressure Vacuum Breaker - A pressure vacuum breaker is an assembly consisting of an independently operating internally loaded approved check valve, an independently operating loaded air inlet valve, with two properly located resilient-seated test cocks and two tightly closing resilient-seated shut off valves. The pressure vacuum breaker may not be subjected to any back pressure.

Public Water Supply - Any system or water supply intended or used for human consumption or other domestic use, including source, treatment, storage and distribution where water is furnished to any community; collection or number of individuals, or is made available to the public for human consumption or domestic use, but excluding supplies serving one single-family residence.

Reduced Pressure Principle Backflow Prevention Device - A device incorporating two approved check valves and a hydraulically operating, mechanically independent operating pressure differential relief valve located between the two check valves, two tightly closing resilient seated shutoff valves at each end of the assembly and properly located resilient seated test cocks. The assembly shall operate to maintain the pressure in the zone between the two check valves, less than the pressure of the public water supply side of the assembly even at cessation of normal flow. In case of leakage of either check valve, the differential relief valve shall operate to maintain this reduced pressure by discharging to the atmosphere. When the inlet pressure is two pounds per square inch or less, the relief valve shall open to the atmosphere, thereby providing an air gap in the device. This air gap shall be 12 - 30 inches above the flood level of the surrounding area.

4. RESPONSIBILITY

(a) The City of Gulf Breeze is responsible for the protection of its public potable water distribution system from backflow of contaminants or pollutants through any water service connection. If, in the judgment of the City an approved backflow prevention assembly is required at the water service connection to any of its customer's premises for the safety of the users of the water system, the City shall give notice in writing to the customer that an approved backflow prevention assembly shall be installed at the customer's expense.

(b) Failure, refusal or inability on the part of the customer to meet the City's time schedule for installation of said assembly or assemblies shall constitute grounds for dis-

continuance of water service until such assembly or assemblies have been properly installed. Any licensed plumber may install the proper device in the correct manner. (Call 934-5108 if additional information is needed.)

(c) Removal of any backflow device without notification to the City will result with a \$500.00 non-refundable fine and termination of water service. Water service will be restored when reinstallation of the backflow with passing test result are submitted to the City.

(d) Compliance testing after initial installation of a backflow prevention assembly if performed by the City will be according to the fee schedule attached, which is subject to periodic revisions.

Diameter	Price
3/4"	\$40.00
1"	\$42.50
1.5"	\$50.00

All others sizes must be preformed by a certified tester registered with The City of Gulf Breeze.

(d) In the event of any known or suspected accidental pollution or contamination of the consumers or the City's potable water system, the consumer shall promptly take steps to confine any further spread of pollution or contamination and shall immediately notify the City of the situation (telephone number 934-5100, 24 hours).

5. POLICY

(a) For all premises where there is water or substances that could be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by an approved air gap separation, or reduced pressure backflow assembly.

(b) For all premises where there is any material dangerous to health, which is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved reduced pressure principle backflow prevention assembly. Examples or premises where these conditions have been found to exist include sewage treatment plants, sewage pumping stations, hospitals and mortuaries.

(c) For all premises where there are "uncontrolled" cross connections, either actual or potential, the public water system shall be protected by an approved air gap separation or an approved reduced pressure principle backflow prevention assembly .

(d) For all premises where security requirements or other prohibitions or restrictions make it impossible or impractical to perform a complete in-plant cross-connection survey, the public water system shall be protected with an approved air gap separation or an approved reduced pressure principle backflow prevention assembly.

(e) For all premises more than two-stories high (excluding basements), the public water system shall be protected by an approved double check valve assembly.

(f) All backflow prevention assemblies shall be installed at a location designated by the City. Generally, this will be immediately on the customer's side of the meter. If circumstances make this location impractical, then the backflow prevention assembly may be placed further downstream from the meter. However, any piping between the meter and the backflow prevention device must be either exposed or readily accessible for inspection.

(g) The following types of facilities shall normally require the designated backflow prevention devices. This list is presented as a guideline and should not be construed as being final or complete. Each case will be judged on its own merit.

FACILITIES REQUIRING BACKFLOW PREVENTION DEVICES

A.G. - Air Gap Separation
 R.P. - Reduced Pressure
 Principle Backflow
 Prevention Device

D.C. - Double Check Valve Assembly
 V.B. - Vacuum Breaker

<u>Type of Facility</u>	<u>Type of Protection</u>
Ice Cream Dairy Products	A.G. or D.C.
Car Wash	A.G. or R.P.
Film Lab or Development	A.G. or R.P.
Food or Beverage Processing	R.P.
Hospitals, Clinics and Medical Buildings	A.G. or R.P.
Laboratories	A.G. or R.P.
Laundries or Dry Cleaners	R.P.
Morgues, Mortuaries or Autopsy Facilities	A.G. or R.P.
Piers, Docks, or Waterfront Facilities	V.B. or R.P.
Schools with Laboratories	R.P.
Irrigation Systems	R.P. or V.B.
Irrigation Systems (with chemical feed)	R.P. or V.B.
Swimming Pools	V.B.
Sewage Treatment Plants	R.P.
Sewage Pumping Stations (Health Hazard)	A.G. or R.P.
Sewage Pumping Stations (No Health Hazard)	R.P.
Sewage Pumping Stations (Outside hose bibs only)	R.P.
Premises having water recirculating systems and pumps (Health Hazard)	A.G. or R.P.
Premises having water recirculation systems and pumps (no health hazard)	R.P. or D.C.
Premises having boiler, cooling systems, or hot water heating systems where chemical water conditioners are used	A.G. or R.P.
Premises having storage tanks, reservoirs, ponds, etc.	A.G. or R.P.
Veterinary establishments	A.G. or R.P.

6. Lawn Sprinklers and Irrigation Piping Systems

Lawn sprinkler systems and irrigation piping systems connected to the City System shall be equipped with an approved backflow preventer to protect against contamination of the potable water system. The following devices shall be acceptable:

Pressure vacuum breakers, reduced pressure zone backflow preventer, double check type backflow preventer equipped with approved gate valve and approved test cocks.

Above assemblies shall have been certified by a recognized testing laboratory acceptable to the water department.

Vacuum breaker shall be installed downstream of the last control valve at least 12 inches above the level of the highest sprinkler head.

All protective assemblies shall be installed in an accessible location to allow for inspection and maintenance and to isolate the sprinkler system from all other piping in the system.

(a) Fixture Valve Outlets With Hose Attachments; Hose Bibs And Lawn Hydrants - Fixture valve outlets with hose attachments, hose bibs and lawn hydrants shall be protected by an approved hose bib vacuum breaker backflow preventer or vacuum breaker on the discharge side of the valve. Hose bib vacuum breaker backflow preventers may be installed directly on hose outlet connection threads. Vacuum breakers shall be installed at least twelve inches above the highest point of usage. Approved valves shall comply with applicable sections of American Society of Sanitary Engineering Standard-ASSE 1011-Hose Bibb Vacuum Breakers. Hose bib vacuum breakers shall be designed and installed to prevent total removal from the hose bib after installation in accordance with the provisions of this code and the manufacturer's instructions.

7. SURVEY AND INSPECTION

(a) The City of Gulf Breeze shall conduct inspections of existing customers' premises when suspected cross-connections or potential cross-connections may exist. Customers shall be notified in advance of the inspection and the reason for the inspections. Should any cross-connections or potential cross-connections be detected, the customer shall be notified in writing of the appropriate type of backflow prevention assembly to be installed. Refusal by a customer to allow an inspection shall be considered prima facie evidence of the existence of cross-connections, thereby requiring the installation of an approved reduced pressure principle backflow prevention assembly or the disconnection of service.

(b) In order to determine the priority for on-site inspections, a survey of potential high hazard locations shall be conducted. Such surveys need not be a detailed inspection of the location or disposition of water lines, but can be confined to establishing the water on the premises; the existence of any cross-connections; the availability of auxiliary water supplies; the use or availability of pollutants, contaminants, and other liquid, solid or gaseous substances that may be used industrially for stabilization of water supplies and other procedures for determining the degree of health hazard.

(c) All new services shall be classified at the time of application to indicate the degree of hazard anticipated and hence, the type of assembly required. This information shall be given to the applicant in writing. Any later change in water usage may require a change in the type of assembly. If no realistic evaluation of the proposed water uses can be determined, the consumer, architect, engineer or other appropriate individual shall be advised in writing that eventually circumstances may require the installation of additional

backflow protection of the water supply serving the premises.

(d) All water customers of the City shall be required to notify the City, in writing, of any change in their water usage. These changes will be evaluated to determine if there is an increase in the potential health hazard and if such increase requires the installation of an assembly. If an assembly already in place, it will be determined if this assembly is adequate or if a different type of assembly is required.

8. RECORDS

Appropriate records shall be maintained by the City of all potential and confirmed cross-connections. Installations and tests of backflow prevention assemblies shall be recorded and filed for future reference.

9. MAINTENANCE

(a) Unless notified, annual testing of backflow prevention assembly(ies) shall be performed by the City. The frequency of testing may be increased dependent upon the type of assembly installed and the potential health hazard involved.

(1) When the customer is notified that it is beyond our capabilities to test the backflow prevention device, they will be required to have their device tested independently by a certified backflow tester registered with The City of Gulf Breeze from date of notification forward on an annual basis. The passing results must be provided to the City of Gulf Breeze prior to due date.

(2) Failure of a customer to receive any notice mailed by The City of Gulf Breeze shall not relieve the customer of responsibility to have the backflow prevention assembly tested.

(b) Customers will be notified in advance of the date and approximate time that any testing will be performed. It will be necessary to shut off the water service for a period not exceeding 30 minutes and every effort will be made to schedule tests to suit the customers convenience. If the customers operations cannot permit any interruption of service, it will be the customers responsibility to have two approved backflow prevention devices installed in parallel so that one may be used while the other is being tested. By-passes around backflow prevention assemblies are expressly forbidden.

(c) If any assemblies tested are found to be faulty, the customer will immediately be notified and will be required to have the assembly promptly repaired or replaced at his expense. In high hazard situations, it may be necessary to terminate service until a properly operating assembly is in place. The customer should notify the City as soon as any faulty assembly has been corrected so that it may be re-tested.

10. CERTIFICATION OF BACKFLOW PREVENTION ASSEMBLY TECHNICIANS

Only backflow prevention assembly technicians who have obtained training and certification in accordance with the laws or regulations of the State of Florida, who have maintained their training and certification current in accordance with the laws or regulations of the State of Florida, and who are registered with The City of Gulf Breeze shall test backflow backflow prevention

assemblies installed on service lines connected to The City of Gulf Breeze potable water system.

- 1) Certified backflow prevention assembly technicians may register with The City of Gulf Breeze by submitting documentation of certification status and test kit calibrations.
- 2) Certification may be renewed annually by submitting documentation of certification status.

Any certified backflow prevention assembly technician who commits any of the following violations shall be subject to removal from the list of certified backflow prevention assembly technicians registered to test backflow prevention assemblies installed on service lines connected to The City of Gulf Breeze potable water system.

- 1) Failure to provide test certification and test kit calibrations.
- 2) Falsification of backflow test reports.
- 3) Authorization of anyone to perform the test procedure and/or sign the backflow test report, other than the certified backflow prevention assembly technician who is registered with The City of Gulf Breeze.
- 4) Performing unnecessary repairs.
- 5) Failure to provide all necessary information on backflow test reports.

11. COLOR CODE

(a) Identification of piping - All piping conveying non-potable water shall be adequately and durably identified by a distinctive yellow-colored paint so that it is readily distinguished from piping carrying potable water. When non-potable water is used, all valves, branch fittings and branch terminals shall be identified by the words "non-potable water." This identification may be by signs or by the use of brass tags which are permanently affixed to the pipes, valves, etc. Such identification shall not be concealed by pipe insulation and when insulated the insulation shall be painted the same yellow color as is required for the pipe. Maintenance of all identification shall be the responsibility of the owner.

12. WATER SUPPLY MANDATORY

Every building used for human occupancy or habitation in which plumbing fixtures are installed shall be provided with an ample supply of potable water.

MANAGEMENT RESPONSIBILITIES CROSS-CONNECTION CONTROL PROGRAM

13. CUSTOMER SERVICE

- (a) Change of Customer:

Whenever an existing service changes hands Customer Service shall note on the work order for turn on whether or not a change in use on the premise is contemplated. If so, a survey and/or inspection shall be conducted by the Public Service Department.

(b) **New Service Applications:**

All new service applications will be referred to Public Service for cross-connect evaluation. No building permit will be considered and no new service will be provided unless construction plans are stamped by Public Service indicating the type of backflow assembly required, if any.

14. PUBLIC SERVICE DEPARTMENT

(a) **New Services:**

Evaluate degree of hazard from plans and information from developer. Commercial and school services shall have priority in evaluation and inspection. Plans will be stamped indicating type of backflow assembly required, if any. No building permit shall be issued, and no water tap authorized, unless plans are so stamped.

(b) **Existing Services:**

- (1) Initially survey existing accounts to determine possible hazards. Survey accounts when notified of a change in use by Customer Service.
- (2) Make field inspection and generate field reports.
- (3) Notify customers of required assemblies and issue citations to ensure compliance.
- (4) Review file for testing requirements.
- (5) Maintain Central File of all correspondence and record of each backflow assembly installed with record of testing.

(c) **Field Testing:**

Test new and existing assemblies. If assembly tests faulty, issue citation to customer requiring correction and schedule retesting.

15. PRIORITIES FOR INSPECTIONS

- (1) Commercial accounts utilizing chemicals, processes with toxic wastes, recycling of water and holding tanks, and irrigation systems.
- (2) Schools with laboratories.
- (3) Residences with pools, docks.
- (4) Schools and residences with irrigation systems.
- (5) Residences, schools, and commercial accounts with normal domestic use of potable water.

16. SAMPLE LETTERS FOR USE BY PUBLIC SERVICE DEPARTMENT

1. Notification of improper device install
2. Notification of testing schedule to be completed by independent tester
3. Notification of scheduled test.
4. Notification that backflow assembly failed to test satisfactorily, requiring corrective action.

COMMERCIAL-INDUSTRIAL

If no manufacturing or processing is performed at your place of business, please answer

questions 1 through 6 only.

YES

NO

- (1) Do you have private water well?
- (2) Do you have a lawn irrigation system?
- (3) Do you have a solar heating system?
- (4) Do you have a hot water recovery system?
- (5) Is your place of business multi-story? If yes, please indicate how many stories above natural grade. _____

- (6) Do you use water in any other way that would not be considered normal domestic use? If yes, please describe briefly.

If manufacturing or processing is performed at your place of business, please describe the nature of your operation.

RESIDENTIAL ONLY

YES

NO

- (1) Do you have a private water well?
- (2) Do you have a lawn irrigation system?
- (3) Do you have a solar heating system?
- (4) Do you have a hot water recovery system?
- (5) Do you have a dock?
- (6) Is your residence multi-story? If yes, please indicate how many stories above natural grade.

- (7) Do you use water in any other way that you would not consider normal domestic use? If yes, please describe briefly.

Sample Letter #1

Dear Customer,

This notice is to inform you that the Backflow Prevention Device installed on your plumbing system is not the correct type for your application. The device installed does not meet the specifications as required by our Cross Connection Control Program.

An RP backflow must be installed and a Certified Tester must complete a successful test of the device and the results sent to this Department on an approved Test Report Form. Our office must receive the Test Results no later than 30 days from receipt of this notice.

A list of Certified Testers and installers is attached and also maintained in our office. Reports received in this office must be completed by a testers registered with The City of Gulf Breeze.

If you have any questions, please contact this office.

Sincerely,

Angel Jackson
Administrative Assistant
Fax 850-934-4042

Sample Letter #2

Dear Customer,

According to our records, it is time for the annual test of your Backflow Prevention Device. This assembly is installed on your water service or within your plumbing system. The City of Gulf Breeze Cross Connection Control Program requires the test.

A Certified Tester that is registered with The City of Gulf Breeze must complete a successful test of the device and the results sent to this department at my attention. Our office must receive the test results no later than the "Test due" date listed above.

Test reports will only be accepted from Testers that are registered with The City of Gulf Breeze. Attached is a list of these testers.

If you have any questions, please do not hesitate to call me at 850-934-5108.

Your prompt attention to this matter would be greatly appreciated.

Sincerely,

Angel Jackson
Administrative Assistant
Fax 850-934-4042

Dear Customer,

This notice is to inform you that your Backflow Prevention Device has failed the testing specifications as required by our Cross Connection Control Program. Please have repairs made immediately. Our office must receive the passing test results no later than the "Test due" date listed above.

A list of Certified Testers, which are registered with The City of Gulf Breeze, is attached. Test reports will NOT be accepted from a Tester not registered with The City of Gulf Breeze

If you have any questions, please do not hesitate to call me at 850-934-5108.

Sincerely,

Angel Jackson
Administrative Assistant
Fax 850-934-4042

XC: Thomas Lambert, Assistant Director of Public Services



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: February 4, 2010
RE: FACTA Policy

In order to comply with the requirements of the Fair and Accurate Credit Transactions Act (FACTA), the City will be required to develop a policy for identifying red flags for identity theft and the potential of affecting a person's credit. We developed the attached policy in order to comply with the Act.

While much as been said on the subject, I think there are no hard and fast requirements. The documentation regarding the FACTA requirements specifically state that the rules were designed so that the policies can be tailored to the size and need of the organization.

The one particular "requirement" being talked about most is that the creditor (the City) must check for address discrepancies through the credit bureaus when opening new accounts. Establishing this check with a credit bureau can be costly.

However, the rule states that the address checks must be done only if the City regularly uses a credit reporting agency to report delinquencies. As we do not make reports regarding delinquencies, we believe the City is exempt from this requirement.

The deadline for having the policy in place has been extended several times over the past two years, but the current deadline is June 30, 2010.

The key features of the policy are to look for red flags that indicate credit fraud or identity theft. If any of these red flags are noticed, a set of actions are required to further verify the identity of the person opening the account.

The policy as proposed will allow the City to maintain its current level of convenient service to its customers, while adding additional protection against credit fraud.

RECOMMENDATION: The City Council adopt Resolution __-10 at its February 16, 2010 meeting establishing a policy in compliance with Fair and Accurate Credit Transactions Act.

RESOLUTION NO. __-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF
BREEZE, FLORIDA, ESTABLISHING A POLICY FOR
COMPLIANCE WITH THE FAIR AND ACCURATE CREDIT
TRANSACTIONS ACT OF 2003

WHEREAS, the City of Gulf Breeze operates water, sewer and natural gas utilities; and

WHEREAS, the City of Gulf Breeze offers billing in arrears to its customers, therefore qualifying as a creditor according to the Fair and Accurate Credit Transactions Act of 2003; and

WHEREAS, the Fair and Accurate Credit Transaction Act of 2003 requires all creditors to establish a policy for identifying the red flags of credit fraud and identity theft;

NOW THEREFORE, be it resolved by the City Council of the City of Gulf Breeze, Florida as follows:

Section 1.

The City Council hereby adopts the attached *FACTA - Red Flag Rules Policy* to provide its customers additional protection against credit fraud and identity theft.

PASSED AND ADOPTED by the City Council of Gulf Breeze, Santa Rosa County,
Florida this _____ day of _____ 2009

APPROVED:

MAYOR

ATTEST:

CITY CLERK

FACTA - Red Flags Rule Compliance Policy

City of Gulf Breeze

Originally Adopted: Proposed – February 10th, 2010

Last Amended: None

The City has the following policies in place to protect citizens from the negative effects of identity theft:

1. The City does not collect nor maintain the social security numbers of its customers,
2. The City does not maintain the driver's license number of its customers,
3. The City requires sufficient deposits to cover most delinquencies, and
4. The City does not report delinquencies to any other agency, thus preventing ill effects to consumer credit.

Potential Red Flags identified

1. Inconsistent identification information
2. Forged or damaged identification material
3. Forged or altered documents
4. Opening of multiple accounts
5. Closing account or changing account location less than six months from initial opening
6. Using credit card for deposit payment that does not match the account holder name

When potential red flags are identified, the following steps are taken:

1. All accounts to be opened require two forms of identification, including at least one picture identification and one other identification that is not a credit card.
2. Payment for deposits made by credit card of a person not listed on the account will require personal appearance with two forms of identification for the holder of the credit card account.
3. All residential accounts can be checked against property ownership records. For rental property, the new customers can be confirmed with the owner or rental agency.
4. Any suspicious activity will cause the City to attempt to contact the customer named to ensure that they have intended to open the account with the City.
5. The opening of multiple accounts in a person or persons name will require further proof of identity, such as property ownership.

ALL RED FLAGS AND SUBSEQUENT ACTIONS SHOULD BE DOCUMENTED AND REPORTED TO THE DIRECTOR OF FINANCE.

Covered Accounts include:

1. All water accounts of any water system operated by the City
2. All sewer accounts of any sewer collection and/or treatment system owned by the City.
3. All natural gas accounts of any gas customer billed by the City.

The following are exempt accounts not to be covered by this policy: reclaimed only customers, occupational licenses, code enforcement cases, planning and engineering reviews, stormwater assessment fees, red light camera fees, and police citation fees; but only as long as these fees are not held in conjunction with a covered account.

The responsible parties for implementing and reviewing this policy are the Finance Director and the Public Services Director, or their designees. These individuals shall be responsible for establishing training for all customer service representatives, and for providing a yearly review and update of the policy to the City Council on or before the end of each fiscal year.

CERTIFICATION:

I, Marita Rhodes, City Clerk of the City of Gulf Breeze, hereby certify that the above policy was passed by City Council on _____, 2010

Marita Rhodes, City Clerk

Date



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas Lambert, Assistant Director of Public Services

DATE: February 4, 2010

RE: Natural Gas and Stormwater Contracts

The City selected two firms to provide design services for stormwater improvements and natural gas extension. The City Attorney has negotiated the terms of the contract with each of the firms selected, and these contracts listed below are attached for approval by the City Council:

Stormwater Improvements – Hatch Mott MacDonald
Stormwater Improvements – Baskerville-Donovan, Inc.
Natural Gas Pipeline Expansion – Baskerville-Donovan, Inc.

Even though the City has no projected funding for the stormwater projects proposed under these contracts, staff would like to have the contracts in place and ready to begin incase other funding sources are secured. The natural gas pipeline extension will be paid for with the Alternative Project Funds when they are available.

RECOMMENDATION: That the City Council approve and authorize the Mayor to sign the contracts for stormwater improvements with Hatch Mott MacDonald, and the contracts for stormwater improvements and natural gas main extension with Baskerville-Donovan, Inc.

AGREEMENT TO FURNISH PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF GULF BREEZE, FLORIDA, a municipal corporation, (hereinafter "City") and the firm of HATCH MOTT MACDONALD FLORIDA LLC, a Florida professional engineering and surveying corporation, (hereinafter "Engineers"). The parties hereto agree as follows:

SECTION 1. SCOPE OF SERVICES

City hereby retains and engages Engineers (i) to provide engineering and surveying services related to major construction projects for stormwater collection, treatment and transmission (specifically including expansion of the City's current stormwater drainage, collection and discharge system); and (ii) on a non-exclusive, continuing basis for wastewater collection, transmission, storage, treatment, and disposal projects with construction costs estimated to be less than \$250,000.00, all as more particularly described in that certain Request for Qualifications issued by the City dated December 8, 2008.

SECTION 2. COMPENSATION

As consideration for providing services requested and authorized, the City shall pay Engineers based on one of the methods described below:

(a) Standard Hourly Billing Rate plus Direct Expenses – For those professional services rendered by Engineers to the City on an hourly rate basis, the City agrees to compensate Engineers at the appropriate standard hourly billing rate as set forth in Hourly Billing Rates - 2009 (Exhibit A) or the current published rate at the time service is provided. The

City will reimburse Engineers for all reasonable out-of-pocket costs and expenses for copying, postage, travel, lodging, reprographics, transportation, telephone, and courier services actually incurred by Engineers in connection with the professional services rendered to the City pursuant to this Agreement. Reimbursement for travel expenses shall be governed by the provisions of Section 112.061, Florida Statutes. The City will reimburse Engineers for subcontractors and subconsultants based on actual cost for work incurred by Engineers and provided pursuant to this Agreement.

(b) Lump Sum Compensation plus Direct Expenses – Professional services with a defined scope of work may be authorized by the City in writing, which authorization may provide for a specified lump sum fee utilizing the current Rural Development Fee Curve (Exhibit B). The fee shall be paid as provided in the written authorization. Engineers shall be reimbursed for direct expenses as described in Section 2(a), above. Lump sum fees and an estimate of direct expenses must be approved in writing prior to commencement of work. Any changes in the scope of services or additional services that may be required must be first authorized in writing and, if necessary, such authorizations shall modify the fees and expenses to be paid by the City to Engineers. Notwithstanding any provision herein to the contrary, the amounts to be paid to Engineers for any Lump Sum work must be agreed upon in writing before (i) Engineers commence to provide any services to or for the benefit of City, and (ii) City shall become obligated to pay Engineers for any services rendered in connection therewith.

SECTION 3. PAYMENT FOR SERVICES

For professional services rendered pursuant to Section 2(a), above, it is agreed that Engineers will submit to the City on a monthly basis, statements specifying the professional

services rendered to the City. Each statement shall specify the particular subject matter or project to which it pertains and shall itemize by date, amount of time (increments of time to be kept in intervals of not greater than 0.10 of an hour), description of services, and name or job title of person performing each service, all efforts and services rendered by Engineers on behalf of the City.

For professional services rendered pursuant to Section 2(b), above, it is agreed that Engineers will submit monthly invoices for partial payment requests based on percentage of completion. Engineers will periodically (no less frequently than once every three (3) months) submit a progress report specifying the status and completion percentage of each task. All reimbursable out-of-pocket costs incurred by Engineers on behalf of the City shall be itemized on each billing statement by providing the name of the vendor, date the reimbursable expense was incurred, and a general description or categorization of the expense. The City shall pay all statements within thirty (30) days after receipt.

SECTION 4. AUTHORIZATION TO PERFORM PROFESSIONAL SERVICES

Engineers shall not provide any professional services to or for the benefit of the City without first receiving express written authorization from the City Manager, or designee. Engineers shall provide professional services only to the extent expressly authorized in writing by the City. The City shall not be obligated to pay Engineers for professional services that were not expressly authorized in writing by the City Manager, or designee. The foregoing notwithstanding, in the event circumstances exist that require immediate attention or action by Engineers, verbal authorization by the City Manager, or designee, will be sufficient basis for Engineers to provide professional services to the City and the City shall be obligated to pay for

all professional services so authorized; provided, however, in order for such verbal authorization to be effective it must be confirmed by express written authorization of the City Manager, or designee, to be supplied within seven (7) days from the verbal authorization.

SECTION 5. INSURANCE

Engineers shall secure and maintain throughout the duration of this Agreement insurance of such-type and in such amounts as may be necessary to protect the interest of the City against hazards; risks and loss as hereinafter specified. The underwriter of such insurance shall be licensed to do business in the State of Florida. The certificate shall contain a provision that not less than thirty (30) days written notice will be given to the City before any policy or coverage is materially changed or canceled. Without limiting the foregoing requirements, the insurance coverage shall include a minimum of:

- (a) Comprehensive General Liability Insurance (including broad form contractual coverage) and Automotive Liability Insurance, both with minimum coverage of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, protecting against claims for bodily injury (including death) and property damage which may arise from or in connection with performance by Engineers of the services rendered pursuant to this Agreement or from or out of negligent acts or omissions of Engineers, its officers, directors, agents, employees and representatives.
- (b) Workmen's Compensation Insurance as required by applicable law.
- (c) Professional Liability Insurance coverage in an amount not less than Two Million dollars (\$2,000,000.00) and subcontractors shall provide limits commensurate with the responsibility of their work.

Engineers shall submit for approval by the City all of the above required insurance to the City within thirty (30) days from the date hereof. Engineers shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly outline all hazards covered. If requested by the City, Engineers will furnish copies of the insurance contract or policy to support the Certificates of Insurance. In the event that any of the foregoing insurance coverages shall lapse, the City hereby expressly reserves the right to renew the said insurance coverage at Engineers' expense.

SECTION 6. INDEMNIFICATION

Engineers shall indemnify the City for, hold the City harmless from, and defend the City against any and all claims, damages, losses and expenses, including attorney's fees, and any claim that may arise from or on account of bodily injury, sickness, disease or death, or the injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by or arising in any manner from the acts or omissions on the part of Engineers, its contractors, subcontractors, officers, agents, employees, representatives, or anyone directly or indirectly retained by Engineers or for whose acts Engineers may be liable or responsible. The only exception to the foregoing provisions for indemnification, holding harmless and defense of the City shall be claims based upon active negligence of the City and, in such event, only to the extent of such active negligence. The foregoing provisions for indemnification, holding harmless and defense of the City shall be applicable to all other claims, damages, losses and expenses,

including those based upon passive negligence of the City in failing to properly monitor, supervise, direct, etc. the actions of Engineers.

SECTION 7. TERMINATION

Notwithstanding any other term or provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason whatsoever upon thirty (30) days written notice. In the event this Agreement is terminated by the City, Engineers shall be paid for any work satisfactorily performed pursuant hereto, but the City shall not be obligated to pay Engineers for any services not then performed nor shall the City be obligated to reimburse Engineers for any cost not then incurred.

Upon termination of this Agreement, Engineers shall promptly discontinue all services affected (unless the notice of termination directs otherwise). Once the City has paid Engineers for all services performed and costs incurred pursuant hereto, Engineers shall deliver to the City all copies of data, drawings, specifications, reports, estimates, summaries, and such other information and materials (hereinafter collectively "Work Product") as may have been accumulated by Engineers in performing this Agreement whether completed or in progress.

SECTION 8. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement intend that the relationship created hereby is that of client/independent contractor. Neither Engineers nor any of its agents, employees or servants shall be or shall be deemed an employee, agent, officer, servant or representative of City. The manner and means of Engineers performing the professional services to be provided pursuant hereto are under the sole control and direction of Engineers. None of the benefits provided by

City to its employees, agents, or officers are available from City to Engineers' employees, agents, servants, contractors, or representatives. Engineers will be solely and entirely responsible for its acts and for the acts of its employees, agents, servants, contractors and subcontractors in regards to providing professional services pursuant to this Agreement. It is agreed that Engineers, nor any of its employees, agents, officers, servants, representatives, contractors and subcontractors are an agent, employee or officer of the City for purposes of Section 768.28, Florida Statutes, and any amendments thereof.

SECTION 9. MISCELLANEOUS

(a) Ownership of Work Product. The City shall be deemed the owner of all Work Product accumulated or generated in connection with projects for which the City has paid Engineers for all services rendered and costs incurred pursuant hereto. However, such documents are not intended or represented to be suitable for re-use by City or others on extensions of the project or on any other project. Any reuse without written verification or adaption by Engineers for the specific purpose intended will be at City's sole risk and without liability or real exposure to Engineers and consultants and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineers to further compensation at rates to be agreed upon by City and Engineers. Engineers shall retain all Work Product for a period of at least three (3) years. Prior to destroying or discarding any Work

Product, Engineers shall provide the City with reasonable notice and opportunity to take possession of the Work Product that would otherwise be destroyed or discarded.

(b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

(c) Amendment Modifications. This agreement may not be amended or modified in any respect unless such amendment or modification is expressly agreed to in writing by and between the parties hereto. Such agreements will be documented with a Task Order (Exhibit C) or other written instruments approved by the parties.

(d) Binding Effect. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective representatives, successors and assigns.

(e) Controlling Law. This Agreement is to be governed by the laws of the State of Florida and the Gulf Breeze Code of Ordinances.

(f) Opinions of Cost, Financial Considerations, and Schedules. Any opinions of costs, financial analysis, economic feasibility projections, or estimated completion schedules provided for herein are to be prepared on the basis of Engineers experience and judgement in applying presently known data.

It is recognized that Engineers has no control over the cost of labor and materials; unknown or latent condition of existing equipment or structures; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that Engineers has no control over other economic and operational factors which may materially affect the ultimate cost or schedule. Therefore, Engineer does not warrant that proposals, bids or actual construction costs, financial analyses, economic feasibility projections, or schedules will not vary from Engineers' opinions, projections, or estimates; provided, however, that in any

event Engineers' opinions, projections, or estimates shall be rendered in accordance with that level of knowledge, skill, and ability ordinarily possessed and exercised by members of the engineering profession in the State of Florida.

(g) City Provided Services and Information. The City shall provide to Engineers all technical data in the City's possession or control, including reports, maps, legal descriptions, surveys, borings, foundations, analysis and groundwater movement analysis, and all other information reasonably required by Engineers and/or relating to Engineers work on the project. Such information shall include the City's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which City requires to be included.

With respect to the technical accuracy and content of any documents furnished by the City to Engineers for use by Engineers in connection with any work to be performed by Engineers pursuant to the Agreement, in the event Engineers should reasonably determine the need to verify the accuracy of information contained in such documents Engineers shall promptly notify the appropriate representative of the City of such need and the City in a timely manner shall instruct Engineers either (i) to assume that such information is accurate in which event the City shall bear full responsibility for the technical information for which Engineers sought verification, or (ii) to verify such information through the use of reasonable professional practices in which event the City shall appropriately compensate Engineers for its verification efforts. Engineers' notification to City of the need to verify technical information as contemplated in the preceding sentence shall include an estimate of charges to the City in the event the City shall instruct Engineers to verify the information.

The City may furnish the services of soils/geotechnical engineers or other consultants when such services are deemed necessary by Engineers and will include reports and professional recommendations.

(h) Construction Means and Methods. As a general matter, Engineers shall not be required to specify construction or service-related procedures; provided, however, in circumstances when the standard of care used by professionals similar to Engineers would include specification of construction or service-related procedures then Engineers shall be required to specify such procedures and the City shall have the right to assume and expect such specification of procedures to be included when appropriate.

Engineers monitoring or review of portions of the Work performed under construction contracts shall not relieve the Contractor from his responsibility for performing the Work in accordance with applicable contract documents.

(i) Effective Date. The Effective Date of this Agreement will be the date when the last of the parties hereto have signed this Agreement.

(j) Term. The term of this contract will be valid for a minimum of three (3) years from the Effective Date, with an addition of three years possible by mutual agreement, for a maximum term of six (6) years.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2009 as to City and on the _____ day of _____, 2009, as to Hatch Mott MacDonald Florida, LLC, a Florida professional engineering, architectural and surveying corporation.

CITY OF GULF BREEZE, FLORIDA

By: _____
Beverly Zimmern, Mayor

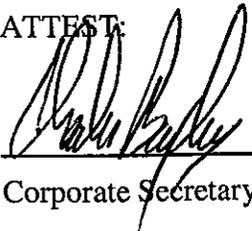
ATTEST:

Marita Rhodes, City Clerk

HATCH MOTT MACDONALD
FLORIDA, LLC

By: _____
Christopher M. Spearing
Executive Vice President

ATTEST:



Corporate Secretary

EXHIBIT A

HATCH MOTT MACDONALD 2009 Hourly Rate Schedule

	<u>Per Hour*</u>
Principal	\$215.00
Principal Project Manager / Principal Architect / Principal Engineer / Principal Landscape Architect	\$200.00
Sr. Project Engineer / Sr. Project Architect / Sr. Project Manager / Sr. Landscape Architect	\$170.00
Project Manager	\$145.00
Project Engineer	\$130.00
Project Architect	\$130.00
Engineer III/IV / Architect III/IV	\$110.00
Engineer I/II / Architect I/II	\$100.00
Sr. Specialist	\$110.00
Specialist V/ Designer V	\$105.00
Specialist IV/Designer IV	\$100.00
Specialist III /Designer III	\$ 85.00
Technician II	\$ 75.00
Technician I	\$ 65.00
Inspector V	\$ 100.00
Inspector IV	\$ 95.00
Inspector III	\$ 80.00
Inspector II/Specialist II	\$ 60.00
Inspector I/Specialist I	\$ 50.00
Senior Surveyor	\$140.00
Surveyor V	\$115.00
Surveyor IV	\$ 90.00
Surveyor III	\$ 70.00
Surveyor II	\$ 45.00
Surveyor I	\$ 35.00
Administrative Assistant III & IV	\$ 65.00
Administrative Assistant I & II	\$ 45.00
1 – Person with robotic equipment	\$ 85.00
2 – Person Survey Crew	\$125.00
3 – Person Survey Crew	\$145.00
4 – Person Survey Crew	\$165.00

Notes

- * Hourly rates for special consultations and services in conjunction with litigation are available on request.
- * Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.
- * Rates for additional personnel can be provided upon request.

EXPENSES

EXHIBIT A

Mileage @ IRS Rate..... \$0.55 / mile
All Other Direct Cost Direct + 10%

EXHIBIT B

Page 2

ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys for water treatment plants, sewage treatment works, sewer collection systems, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Hydrogeological tests.
4. Sewer system evaluations for inflow/infiltration elimination.
5. Appraisals for eligible land.
6. Preparation of required Federal, State, County and Municipal permits, including work associated with Development Orders. All permit fees to be paid by Owner.
7. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
8. Necessary data and filing maps for water rights, water adjudication, and litigation.
9. Redesigns ordered by the OWNER after final plans have been accepted by the Owner.
10. Appearances before courts or boards on matters of litigation or hearings related to the project.
11. Preparation of environment impact assessments or environmental impact statements.
12. Performance of detailed staking necessary for construction of the project in excess of the basic control staking.
13. Operation and maintenance manual for facilities.
14. Start-up Services.

Payment for the services specified above shall be as agreed in writing by the OWNER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

EXHIBIT C

Hatch Mott MacDonald Florida, LLC T&M Task Order Form				
Task Name		Task No.		
Client		Date		
Project Number		Start Date		
Client's Agent		Finish Date		
Project Manager				
<i>Note: All time sheet charges shall be commented with Task Name or Task Number</i>				
Task Description				
T&M Estimated Hours - Not to Exceed Hours without Approval				
Personnel Type/Name	Hours	Rate	Dollars	Notes
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
Total	0		\$0.00	
Approvals				
Project Manager			Date	
Client			Date	



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Forest Health Improvement Initiative Grant

DATE: February 3, 2010

The above titled grant, provided by the Florida Department of Agriculture and Consumer Services, is funded through the 2009 American Recovery and Reinvestment Act. The grant's objective is to provide monies to improve the condition of a community's tree canopy. These grants are limited to \$24,000 per community and require no matching funds. The application deadline is February 12, 2010. Notice of intended award posting will be on or about March 31, 2010

Hurricanes Ivan and Dennis destroyed 100% of the tree canopy on properties, now owned by the City, along Soundview Trail and Chesapeake Ave. We propose to use this grant to fund the purchase and installation of 90 to 100 trees along these respective right of ways. Our proposal will utilize Live Oak, Sycamore and River Birch, 16 - 18' in height, spaced 30' apart.

The property owners association in Dear Point has formally expressed their support of our proposal.

Recommendation

That Council issue a resolution in support of the City's Forest Health Improvement Initiative Grant application and direct staff to proceed, as proposed.

ATTACHMENT F

ARRA Forest Health Improvement Initiative Grant Program

**EXAMPLE
RESOLUTION 00-123**

A RESOLUTION BY THE CITY OF HOMETOWN, FLORIDA TO ENTER INTO A GRANT MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY

WHEREAS, trees are an important part of our community; and

WHEREAS, the City of Hometown desires to apply for a Forest Health Improvement Initiative Grant which would provide monies to improve the condition of the community's tree canopy; and

WHEREAS, the City of Hometown desires to apply for a Forest Health Improvement Initiative Grant which would provide monies to improve the condition of the community's tree canopy; and

WHEREAS, the City of Hometown wishes to enter into a Forest Health Improvement Initiative Grant Memorandum of Agreement between the City of Hometown, Florida and the Florida Department of Agriculture and Consumer Services;

NOW, THEREFORE, BE IT RESOLVED by the City council of Hometown, Florida:

Section 1. The City Council supports the improvement of the condition of the city's tree canopy.

Section 2. The City Council hereby authorizes the City Manager to enter into a Forest Health Improvement Initiative Grant Memorandum of Agreement between the City of Hometown, Florida and Florida Department of Agriculture and Consumer Services.

INTRODUCED, PASSED AND ADOPTED THIS THE 10TH DAY OF January, 2010.

BY: _____
Mayor

ATTEST:

City Clerk

APPROVAL AS TO FORM:

City Attorney

Memo

To: Edwin Eddy
From: Steve Milford
Date: January 29, 2010
Re: Contractual rate increase requested by Allied Waste/Republic Services



In accordance with the provisions of our municipal waste franchise contract, the service provider has the opportunity each year to request, in January, a rate increase to be effective in February equal to the lesser of 5% or the change in the South Urban CPI as reported by the Bureau of Labor Statistics in the preceding December or November. In 2008 these indices were negative, so no rate change was requested.

In 2009, the December index grew by 2.9% over the prior year, and that is what has been requested by Allied Waste / Republic Services to be effective for the contract year beginning February 2010.

In the summer of 2009, our budget process included an estimated 4% increase in both the cost of service and the price charged to customers for solid waste services. The projected 4% increase in prices charged not only covered the service cost increase, but was also projected to enable the Solid Waste fund to achieve breakeven and begin to recover past losses. The Council approved that budget.

In light of the lesser increase in service fees, the need to raise rates the anticipated 4% is diminished.

To achieve the approximate performance result that was reflected in the approved budget, a 3% price increase is recommended to become effective in the March cycle billings. A detailed schedule of service rates and billing rates is attached. Note that residential rates continue to be less than those in place in 2007.

Recommendation:

That the council direct staff to draft a Resolution approving the requested service cost increase of 2.9% for contractual franchise solid waste services effective February 2010, and implement the accompanying prices reflecting a 3% increase to be billed by the City for solid waste services to be effective for invoices beginning in March 2010.

Service costs (excl Disposal)

Service	2008	2009	2010
	Service Costs	Change 0%	Change 2.9%
Curbside - Residential	10.50	10.50	10.80
Curbside - Senior	9.45	9.45	9.72
Curbside - Extra Kart	3.00	3.00	3.09
Sideyard - Residential	14.31	14.31	14.72
Sideyard - Senior	12.88	12.88	13.25
Sideyard - Disabled	12.88	12.88	13.25
Sideyard - Sr Disabled	12.88	12.88	13.25
Sideyard - Extra Kart	6.81	6.81	7.01
		-	-
Comm - Recycle -Kart	18.00	18.00	18.52
Comm - Recycle -2 yd	65.00	65.00	66.89
Comm - Recycle -4 yd	91.00	91.00	93.64
Comm - Recycle -6 yd	116.00	116.00	119.36
		-	-
Comm - Kart x1	31.00	31.00	31.90
Comm - Kart x2	42.00	42.00	43.22
		-	-
Comm - 2yd x 1	84.00	84.00	86.44
Comm - 2yd x 2	92.00	92.00	94.67
Comm - 2yd x 3	142.00	142.00	146.12
Comm - 2yd x 4	179.00	179.00	184.19
Comm - 2yd x 5	224.00	224.00	230.50
Comm - 2yd x call	29.00	29.00	29.84
		-	-
Comm - 4yd x 1	110.00	110.00	113.19
Comm - 4yd x 2	152.00	152.00	156.41
Comm - 4yd x 3	217.00	217.00	223.29
Comm - 4yd x 4	291.00	291.00	299.44
Comm - 4yd x 5	351.00	351.00	361.18
Comm - 4yd x call	58.00	58.00	59.68
		-	-
Comm - 6yd x 1	137.00	137.00	140.97
Comm - 6yd x 2	210.00	210.00	216.09
Comm - 6yd x 3	295.00	295.00	303.56
Comm - 6yd x 4	378.00	378.00	388.96
Comm - 6yd x 5	467.00	467.00	480.54
Comm - 6yd x call	86.00	86.00	88.49
		-	-
Comm - 8yd x 1	168.00	168.00	172.87
Comm - 8yd x 2	262.00	262.00	269.60
Comm - 8yd x 3	370.00	370.00	380.73
Comm - 8yd x 4	476.00	476.00	489.80
Comm - 8yd x 5	586.00	586.00	602.99
Comm - 8yd x call	115.00	115.00	118.34
		-	-
Comm - Roll Off 30yd	230.00	230.00	236.67

Franchise Area Prices

2007	2008	2009	2010
Old Rate	New Rate	Change 0.0%	Change 3.0%
17.68	16.50	16.50	17.00
15.93	14.85	14.85	15.30
	6.00	6.00	6.18
22.85	20.31	20.31	20.92
20.56	18.28	18.28	18.83
17.68	15.45	15.45	15.91
15.93	15.45	15.45	15.91
	9.81	9.81	10.10
		-	-
	19.31	19.31	19.88
	69.71	69.71	71.80
	97.60	97.60	100.53
	124.41	124.41	128.14
		-	-
21.00	39.68	39.68	40.87
	56.84	56.84	58.55
		-	-
59.09	101.89	101.89	104.94
103.42	122.27	122.27	125.93
147.76	188.76	188.76	194.42
188.09	240.24	240.24	247.45
235.10	300.30	300.30	309.31
	42.90	42.90	44.19
		-	-
91.35	141.57	141.57	145.82
165.28	211.28	211.28	217.62
237.88	305.66	305.66	314.83
305.13	408.62	408.62	420.88
380.40	497.64	497.64	512.57
	85.80	85.80	88.37
		-	-
128.99	183.40	183.40	188.90
232.53	298.16	298.16	307.10
330.70	424.71	424.71	437.45
428.89	550.19	550.19	566.70
531.06	682.11	682.11	702.57
	128.70	128.70	132.56
		-	-
161.26	228.44	228.44	235.30
291.72	377.52	377.52	388.85
420.83	541.61	541.61	557.86
545.90	703.56	703.56	724.67
676.36	869.80	869.80	895.89
	171.60	171.60	176.75
		-	-
150.50	246.68	246.68	254.08

January 25, 2010

**Stephen Milford
City of Gulf Breeze**

Mr. Milford,

February 1st represents the anniversary date of our contract. We have reviewed the BLS South Urban CPI data as of December 31st, 2009, which reflects a 2.9% change in CPI year over year. Based on that review and in accordance with our contract terms, we are requesting a change in rates for the upcoming contract year. The appropriate CPI is attached for reference, as well as the updates to Appendix A as required by our agreement.

If there are any questions, please contact me at 850-437-7850.

Sincerely,

**Andrew Liess
General Manager
Allied Waste Services of Pensacola**

EXHIBIT "A"
SCHEDULE OF RATES AND CHARGES EFFECTIVE 2/1/2010

Residential Collection Services:

1. Residential Solid Waste Collection Services - Curbside:
\$5.91 per month for once per week Collection
\$8.72 per month for twice per week Collection
2. Residential Solid Waste Collection Service - Sideyard:
\$9.83 per month for once per week Collection
\$15.40 per month for twice per week Collection
3. Residential Solid Waste Collection Service - Collection of Additional Kart
\$3.09 per month in addition to above Curbside rates
\$7.01 per month in addition to above Sideyard rates
4. Residential Recycling Collection Service:
\$1.92 per month for every other week Collection
\$2.75 per month for every week Collection
5. Residential Vegetative Waste Collection Service:
\$2.97 per month for every week Collection
6. Residential Bulk Trash Collection:
\$30.87 for first two cubic yards of volume, and additional \$30.00 for each additional two cubic yards of volume
7. Residential Bulk Trash Collection - City Wide (full route through City)
\$1.82 times the number of Residences set forth in Exhibit "B"
8. Discount for Senior (age 65 and over) and Disabled Citizens (as determined by Contract Administrator)
10% reduction of all Contractor charges
9. Other Residential Services:
to be negotiated at time service is requested

Commercial Collection Services:

10. Commercial Solid Waste Collection Service - Monthly Rates

<u>Container Size</u>	<u>Collection Frequency</u>					<u>Additional Collections</u>
	<u>1/wk</u>	<u>2/wk</u>	<u>3/wk</u>	<u>4/wk</u>	<u>5/wk</u>	
Kart (95 gal)	\$37.90	\$54.22	n/a	n/a	n/a	n/a
2 yard	\$97.44	\$116.67	\$180.12	\$229.19	\$286.50	\$40.84
4 yard	\$135.19	\$201.41	\$291.29	\$389.44	\$474.18	\$81.68
6 yard*	\$174.97	\$284.09	\$404.56	\$523.96	\$649.54	\$122.49
8 yard	\$217.87	\$359.60	\$515.73	\$669.80	\$827.99	\$163.34
30 yard	(\$236.67 per Pull)					

*Rate is the same for 6 yard compactor containers and 6 yard non-compactor containers.

Other Container sizes - to be negotiated at time service is requested.

11. Commercial Recycling Collection Service

Recycling Kart Size

Kart (95 gal.)	-	\$18.52 per month for once per week Collection
2 yard	-	\$66.89 per month for once per week Collection
4 yard	-	\$93.64 per month for once per week Collection
6 yard	-	\$119.36 per month for once per week Collection

12. Other Commercial Services:

to be negotiated at time service is requested

Series Id: CUUR0300SA0, CUUS0300SA0
 Not Seasonally Adjusted
 Area: South urban
 Item: All items
 Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
1999	159.9	160.0	160.6	161.5	161.6	161.7	162.2	162.6	163.2	163.6	163.5	163.6	162.0	160.9	163.1
2000	164.1	164.8	166.5	166.7	166.7	167.5	168.0	168.0	168.5	168.5	168.6	168.4	167.2	166.1	168.3
2001	169.3	170.2	170.6	171.4	171.7	172.2	171.6	171.5	172.2	171.7	171.0	170.3	171.1	170.9	171.4
2002	170.6	171.0	172.1	173.1	173.2	173.5	173.6	173.8	174.2	174.9	174.9	174.6	173.3	172.3	174.3
2003	175.1	176.4	177.5	177.4	176.8	177.2	177.3	177.9	178.3	178.1	177.5	177.5	177.3	176.7	177.8
2004	178.2	179.1	180.1	180.9	182.0	182.9	182.6	182.6	182.8	183.7	183.7	183.3	181.8	180.5	183.1
2005	183.6	184.7	185.9	187.3	187.3	187.8	188.5	189.4	192.0	192.5	190.7	190.1	188.3	186.1	190.5
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8	195.6
2007	195.021	195.950	197.904	199.618	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.495	202.226
2008	204.510	205.060	206.676	208.085	210.006	212.324	213.304	212.387	212.650	210.108	205.559	203.501	208.681	207.777	209.585
2009	204.288	205.343	206.001	206.657	207.265	209.343	208.819	209.000	208.912	209.292	209.738	209.476	207.845	206.483	209.206

2.9% INCREASE

Allied Waste / Republic Services

Commercial Pricing Matrix

Total Monthly Rate Matrix - Priced per Yard 2009

	Original Contract Rate					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
Kart	\$37.00	\$53.00				
2yd	\$95.00	\$114.00	\$176.00	\$224.00	\$280.00	\$40.00
4yd	\$132.00	\$197.00	\$285.00	\$381.00	\$464.00	\$80.00
6yd	\$171.00	\$278.00	\$396.00	\$513.00	\$636.00	\$120.00
8yd	\$213.00	\$352.00	\$505.00	\$656.00	\$811.00	\$160.00

Disposal Portion of Monthly Rate Matrix 2009

	Disposal Costs Included Above					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
Kart	\$6.00	\$11.00				
2yd	\$11.00	\$22.00	\$34.00	\$45.00	\$56.00	\$11.00
4yd	\$22.00	\$45.00	\$68.00	\$90.00	\$113.00	\$22.00
6yd	\$34.00	\$68.00	\$101.00	\$135.00	\$169.00	\$34.00
8yd	\$45.00	\$90.00	\$135.00	\$180.00	\$225.00	\$45.00

Collection Portion of Monthly Rate Matrix 2009

	Non Disposal Service Rate					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
1yd	\$31.00	\$42.00				
2yd	\$84.00	\$92.00	\$142.00	\$179.00	\$224.00	\$29.00
4yd	\$110.00	\$152.00	\$217.00	\$291.00	\$351.00	\$58.00
6yd	\$137.00	\$210.00	\$295.00	\$378.00	\$467.00	\$86.00
8yd	\$168.00	\$262.00	\$370.00	\$476.00	\$586.00	\$115.00

x 2.9%

Allied Waste / Republic Services

Commercial Pricing Matrix

Total Monthly Rate Matrix - Priced per Yard 2010

	CPI Adjusted Contract Rate					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
Kart	\$37.90	\$54.22				
2yd	\$97.44	\$116.67	\$180.12	\$229.19	\$286.50	\$40.84
4yd	\$135.19	\$201.41	\$291.29	\$389.44	\$474.18	\$81.68
6yd	\$174.97	\$284.09	\$404.56	\$523.96	\$649.54	\$122.49
8yd	\$217.87	\$359.60	\$515.73	\$669.80	\$827.99	\$163.34

Disposal Portion of Monthly Rate Matrix 2010

	Disposal Same as Prior Year					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
Kart	\$6.00	\$11.00				
2yd	\$11.00	\$22.00	\$34.00	\$45.00	\$56.00	\$11.00
4yd	\$22.00	\$45.00	\$68.00	\$90.00	\$113.00	\$22.00
6yd	\$34.00	\$68.00	\$101.00	\$135.00	\$169.00	\$34.00
8yd	\$45.00	\$90.00	\$135.00	\$180.00	\$225.00	\$45.00

Collection Portion of Monthly Rate Matrix 2010

	New Service Rate					Extra
	1x/wk	2x/wk	3x/wk	4x/wk	5x/wk	
Kart	\$31.90	\$43.22				
2yd	\$86.44	\$94.67	\$146.12	\$184.19	\$230.50	\$29.84
4yd	\$113.19	\$156.41	\$223.29	\$299.44	\$361.18	\$59.68
6yd	\$140.97	\$216.09	\$303.56	\$388.96	\$480.54	\$88.49
8yd	\$172.87	\$269.60	\$380.73	\$489.80	\$602.99	\$118.34

EXHIBIT "A"
SCHEDULE OF RATES AND CHARGES

Residential Collection Services:

1. Residential Solid Waste Collection Services - Curbside:
\$5.74 per month for once per week Collection
\$8.47 per month for twice per week Collection
2. Residential Solid Waste Collection Service - Sideyard:
\$9.55 per month for once per week Collection
\$14.97 per month for twice per week Collection
3. Residential Solid Waste Collection Service - Collection of Additional Kart
\$3.00 per month in addition to above Curbside rates
\$6.81 per month in addition to above Sideyard rates
4. Residential Recycling Collection Service:
\$1.87 per month for every other week Collection
\$2.67 per month for every week Collection
5. Residential Vegetative Waste Collection Service:
\$2.89 per month for every week Collection
6. Residential Bulk Trash Collection:
\$30.00 for first two cubic yards of volume, and additional \$30.00 for each additional two cubic yards of volume
7. Residential Bulk Trash Collection - City Wide (full route through City)
\$1.77 times the number of Residences set forth in Exhibit "B"
8. Discount for Senior (age 65 and over) and Disabled Citizens (as determined by Contract Administrator)
10% reduction of all Contractor charges
9. Other Residential Services:
to be negotiated at time service is requested

ORIGINAL
CONTRACT
EXH. A.

Commercial Collection Services:

1. Commercial Solid Waste Collection Service - Monthly Rates

Container Size	Collection Frequency					Additional Collections
	1/wk	2/wk	3/wk	4/wk	5/wk	
Kart (95 gal)	\$37.00	\$53.00	n/a	n/a	n/a	n/a
2 yard	\$95.00	\$114.00	\$176.00	\$224.00	\$280.00	\$40.00
4 yard	\$132.00	\$197.00	\$285.00	\$381.00	\$464.00	\$80.00
6 yard*	\$171.00	\$278.00	\$396.00	\$513.00	\$636.00	\$120.00
8 yard	\$213.00	\$352.00	\$505.00	\$656.00	\$811.00	\$160.00
30 yard	(\$230.00 per Pull)					

*Rate is the same for 6 yard compactor containers and 6 yard non-compactor containers.

Other Container sizes - to be negotiated at time service is requested.

2. Commercial Recycling Collection Service

Recycling Kart Size

Kart (95 gal.)	-	\$18.00 per month for once per week Collection
2 yard	-	\$65.00 per month for once per week Collection
4 yard	-	\$91.00 per month for once per week Collection
6 yard	-	\$116.00 per month for once per week Collection

3. Other Commercial Services:

to be negotiated at time service is requested



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: February 4, 2010

SUBJECT: Florida Department of Transportation - SB 1446 Landscaping Grant

In 2008, the City applied for a Florida Department Highway Beautification Grant in the amount of \$730,729. In early 2009, we were informed that we had not been selected for the grant. This past fall, we were notified that there was some money left over and the City had been awarded \$350,000 from the Florida Department of Transportation SB 1446 Landscape Grant program. There will be no match required for this grant. The only requirement is that we maintain the landscaping and irrigation facilities purchased with grant funds. Procurement and contracting for this project will follow Florida Department of Transportation SB 1446 Landscape Grant regulations and FS. 287.055, Florida Consultants Competitive Negotiations Act. Council directed staff to issue a Request for Qualification for landscaping architecture services.

In the original submission for this grant, fencing (similar to what is on the High School property) was depicted in the perspective drawings but not included in the grant. City Council approved adding the fencing to the overall project at a cost of \$350,000, funded by the CRA. Council directed staff to issue a Request for Proposal for fencing services.

Each request had a deadline for submission by 4:00 CST on February 4, 2010. After receipt, each submission will be evaluated by the criteria set forth in the proposals (RFP or RFQ). Staff will consider all information that the it deems relevant and make a recommendation to the City Council for it's City Council Meeting on February 16, 2010.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: February 4, 2010

SUBJECT: Community Development Block Grant - American Recovery and Reinvestment Act

The City has been awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. There will be a \$119,8806 City match toward this grant that will be funded by the CRA. As with any federally funded grant program funded through the State of Florida, there are many requirements that have to be completed in order to proceed.

Two of the requirements of this grant are to secure a company to administer the CDBG grant for the City and another for an engineer to design the scope of work. Monies to pay for such services are included in the grant. City Council directed staff to advertise for these requirements. A Request for Proposal (RFP) was written for the grant administration service and a Request for Qualification (RFQ) was written for engineering services. Each request had a deadline for submission by 2:00 CST on February 4, 2010.

After receipt, each submission will be evaluated by the criteria set forth in the proposals (RFP or RFQ). Staff will consider all information that the it deems relevant and make a recommendation to the City Council for it's City Council Meeting on February 16, 2010.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: February 4, 2010

SUBJECT: Evaluation and Appraisal Report Public Forum

Each local government is required by law to regularly review its comprehensive plan and adopt an Evaluation and Appraisal Report(EAR). The EAR assesses our City's progress in implementing our comprehensive plan. The city last filed an EAR in 2007. Staff has been working with Stephania Wilson(an independent consultant), Indever, LLC. to accomplish writing and adopting the 2010 EAR. This process started in January 2009. The 2010 version of the EAR is nothing more than the EAR the City adopted in 2007 with some minor updates to address changes that have occurred since 2007. Also included are some recommendations based on 2008 and 2009 Florida legislation.

We are now ready to present a draft EAR for Council review and comment and to hold a meeting for public comment of the document on February 16, 2010. The purpose of this hearing is to receive public input on the adoption of the Evaluation and Appraisal Report(EAR) of the City of Gulf Breeze Comprehensive Plan. The EAR contains recommendations for update of the Comprehensive Plan. The City Council is required to consider public comment and then transmit the adopted EAR pursuant to Section 163.3191, Florida Statutes, to the Florida Department of Community Affairs for review and Finding of Sufficiency. A draft EAR will be enclosed in your City Council packet to be delivered February 12, 2010.

RECOMMENDATION: That the City Council schedule, February 16, 2010 as the date for Council review, public forum and adoption of the 2010 EAR .