

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

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

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Quarterly Beautification Awards
- B. Discussion and Action Regarding Development Review board Referral
Santa Rosa Yacht Club
Requesting to add an uncovered boat lift to an existing boat slip
- C. Discussion and Action Regarding Special Event Request for Annual Elementary
School Run, April 22, 2010, 4:30 - 5:30 p.m.
- D. Discussion and Action Regarding New Neighborhood Park at York and Norwich Streets
- E. Discussion and Action Regarding Replacement of Irrigation Well at Intersection of South
Sunset and Shoreline Drive
- F. Discussion and Action Regarding Waiver of Late Penalties for Senior and Disabled
Hardship Customers
- G. Discussion and Action Regarding Evaluation and Appraisal Report for Comprehensive
Plan Amendment Process
- H. Discussion and Action Regarding Payment of Consulting Fees to Ms. Wilson of Indever, LLC
in the amount of \$5,078.80 for Comprehensive Plan Amendment Process
- I. Discussion and Action Regarding Presentation of Annual Audit by O'Sullivan Creel
- J. Discussion and Action Regarding Fencing Along U. S 98
- K. Discussion and Action Regarding Gulf Breeze Economic Development
- L. Discussion and Action Regarding Proposed House Bill 325, Cameras at Red Lights
- M. Discussion and Action Regarding Nomination for Development Review Board Alternate
- N. 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.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 5, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: QUARTERLY BEAUTIFICATION AWARDS

Ellie Ackley, chair of the Beautification Committee, would like to appear before the City Council on Monday, March 15, to present the next Beautification Awards.

DEVELOPMENT REVIEW BOARD AGENDA

DATE: MARCH 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: 10-30000002

Request by: SANTA ROSA YACHT CLUB
P.O. BOX 1588
GULF BREEZE, FL 32562

Location: 300 PENSACOLA BEACH RD

Description: ADD AN UNCOVERED BOAT LIFT TO AN
EXISTING BOAT SLIP

**PLEASE NOTIFY ME BY MONDAY AT 934-5134 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
MARCH 2, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

Bruce DeMotts
Maureen Hill
David Landfair
John Schuster

ABSENT

JB Schluter
Jo Ann Price

STAFF

Shane Carmichael
Leslie Gomez

The meeting was called to order at 6:30 p.m. by Bruce DeMotts, acting Chair for this meeting.

After the Roll Call, Invocation and Pledge, Shane Carmichael introduced the newest members of the Board, David Landfair and John Schuster. These new Board Members replace Deborah Cederquist and Bill Clark.

Shane Carmichael requested that the Board elect a new Chairman and Co-Chairman for the current Board. Jo Ann Price made a motion to elect Bruce DeMotts as the Chairman. Maureen Hill also mad a motion to elect Mr. DeMotts. Bruce DeMotts accepted the nomination, all voted and the vote was unanimous electing Bruce DeMotts as Chairman of the DRB.

Bruce DeMotts made a motion to elect Jo Ann Price as the Co-Chairman of the Board. Mrs. Price accepted the nomination, all voted and the vote was unanimous electing Jo Ann Price as Co-Chairman.

After selecting the new chairs, a motion was made by Jo Ann Price to approve the minutes as written. The motion was seconded by Maureen Hill. The minutes from the meeting of February 2, 2010 were approved unanimously.

Mr. DeMotts asked if any members had any exparte communication regarding the pending case. Mrs. Hill stated she did owned two boat slips at the Yacht Club but that it would have no effect on her decision regarding this case.

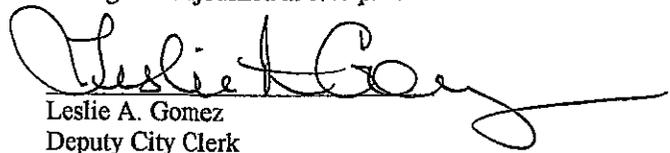
**PROJECT NO. 10-3000002 - SANTA ROSA YACHT CLUB, PO BOX 1588, GULF BREEZE, FL
REQUESTING TO ADD AN UNCOVERED BOAT LIFT TO AN EXISTING BOAT SLIP .**

Jason Taylor of Wetland Sciences presented the information for the boat lift to the Board. Shane Carmichael presented his staff report to the Board and answered questions. Mr. Taylor did inform the Board that he is waiting on the DEP and Army Corps permits and that they should be received within the next two weeks. Mr. Taylor stated that once all of the permits were in hand, the project would be completed within two weeks.

After a brief discussion, a motion was made by Maureen Hill to accept the project as presented and contingent upon receipt of the proper permits. The motion was seconded by Jo Ann Price and the vote for approval was unanimous.

Since the project is classified as Level III Development, it must also go to the City Council for final approval.

As there was no other business to come before the Board, the meeting was adjourned at 6:45 p.m.


Leslie A. Gomez
Deputy 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 *MR*
Re: Special Event Application
Date: March 4, 2010

I have received application for the annual Elementary school run. The run will be on April 22nd from 4:30pm until 5:30pm. This run is a two-mile course that does not interfere with traffic and is never on a roadway. It is staffed with parents and no additional law enforcement support is needed. The school resource officers assist as needed.

RECOMMENDATION: That the City Council approve the request.





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**


Applicant's Signature

3/3/10
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.

- (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.


 Applicant's Signature 3/3/10
Date


 Police Department's Approval 3/4/10
Date

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

3/3/10
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Elem running club
Address 549 G.B. Pkwy

2. PERSON REQUESTING PERMIT:

Name Tom Adridge
Address 549 G.B. Pkwy
Phone 934-5185 call 384-7562

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

Name SAMI
Address _____
Phone _____

4. DATE, HOURS AND LOCATION OF EVENT:

April 22nd 4:30 PM. 2 mile course
behind Elem. Mid + High school, city Hall,
G.B.S.A. Rec center and back

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

Cross country run
on side walks and grass fields between
200 + 300 runners ages 6-12. Not a fund
raising event.

[Signature] 3/3/10
Applicant's Signature/Date

Robert Randle 3/4/10
Police Department's Approval/Date

City Manager's Approval/Date



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: New Neighborhood Park

DATE: March 4, 2010

At the beginning of the current fiscal year, Council approved \$20,000.00 in capital funds to facilitate the creation of a small neighborhood playground on City owned property at the intersection of York and Norwich.

Mrs. Tammy Hodges, of 107 San Carlos Ave, has championed the creation of this park as a memorial to her late husband. Through a combination of personal funds and private contributions, Mrs. Hodges has pledged \$24,000.00 for the purchase of play equipment for this park. She has presented an equipment plan that we have reviewed and determined to be age appropriate, adhering to current safety standards and consistent with our master plan for future renovations of our other neighborhood parks.

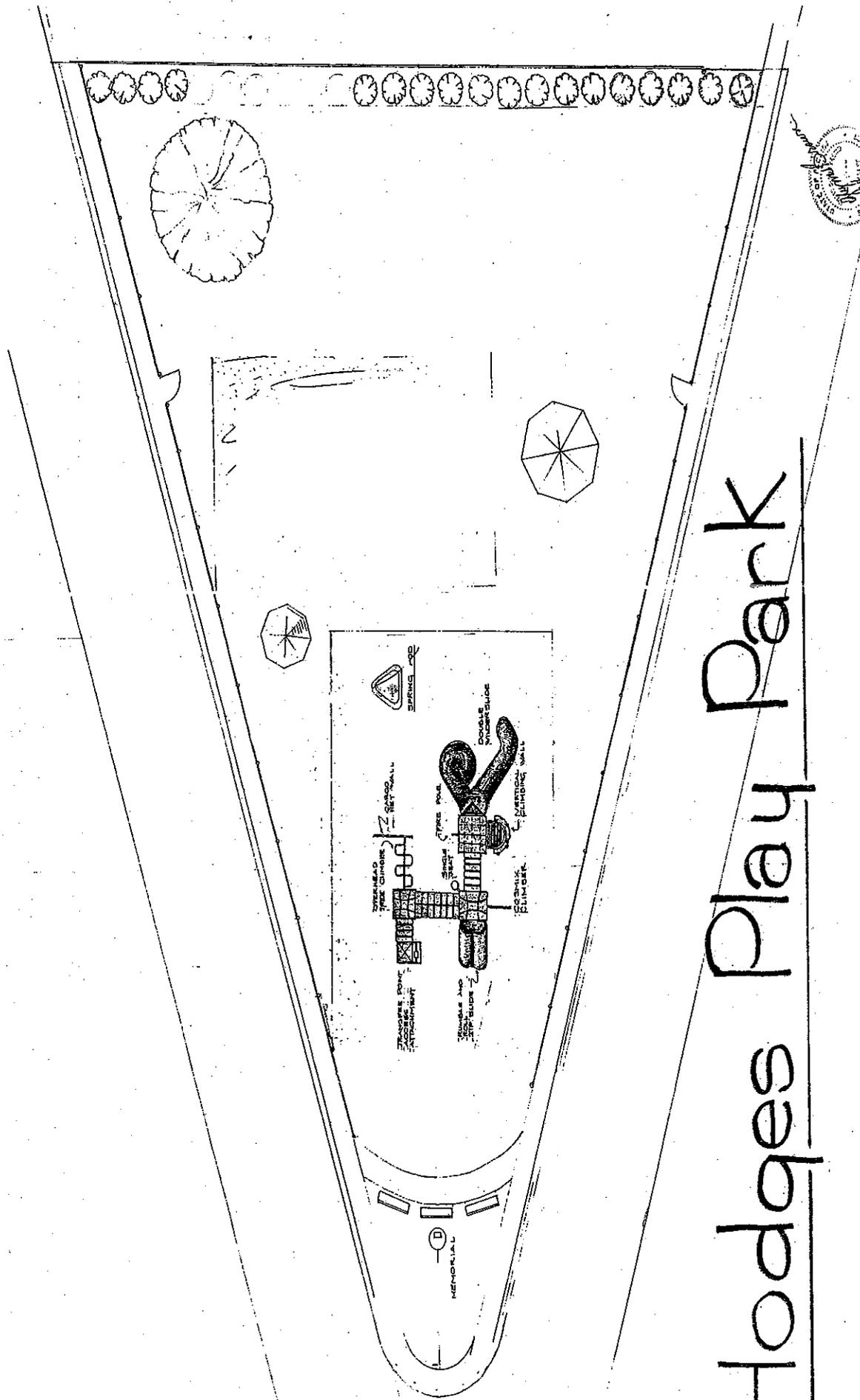
We are requesting Council's permission to proceed with Mrs. Hodge's equipment plan and to utilize approved capital funding to install sidewalks, fencing, landscaping and fall attenuating ground cover.

Recommendation #1

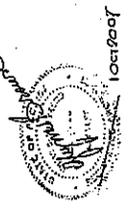
That Council direct staff: 1) to proceed with the creation of a neighborhood park on City owned property at the intersection of York and Norwich. 2) to assist Mrs. Tammy Hodges with the equipment purchase and installation, per the approved plan. 3) to solicit competitive bids for the installation of sidewalks, fencing, landscaping and fall attenuating ground cover, for a sum not to exceed \$20,000.00

Recommendation #2

That, upon completion, the park shall be known as York Park and shall be ceremonially dedicated to the memory of Mr. Greg Hodges.



Hodges Play Park



10072007



SHORELIN

SHORELINE PAR
SIDEWALK / BC

SHORELINE PAR

HOPMAN BAYOU

WOODLAND LAKE

GILMORE BAYOU
DEARBY'S ISLAND

SHORELINE FACE NORTH

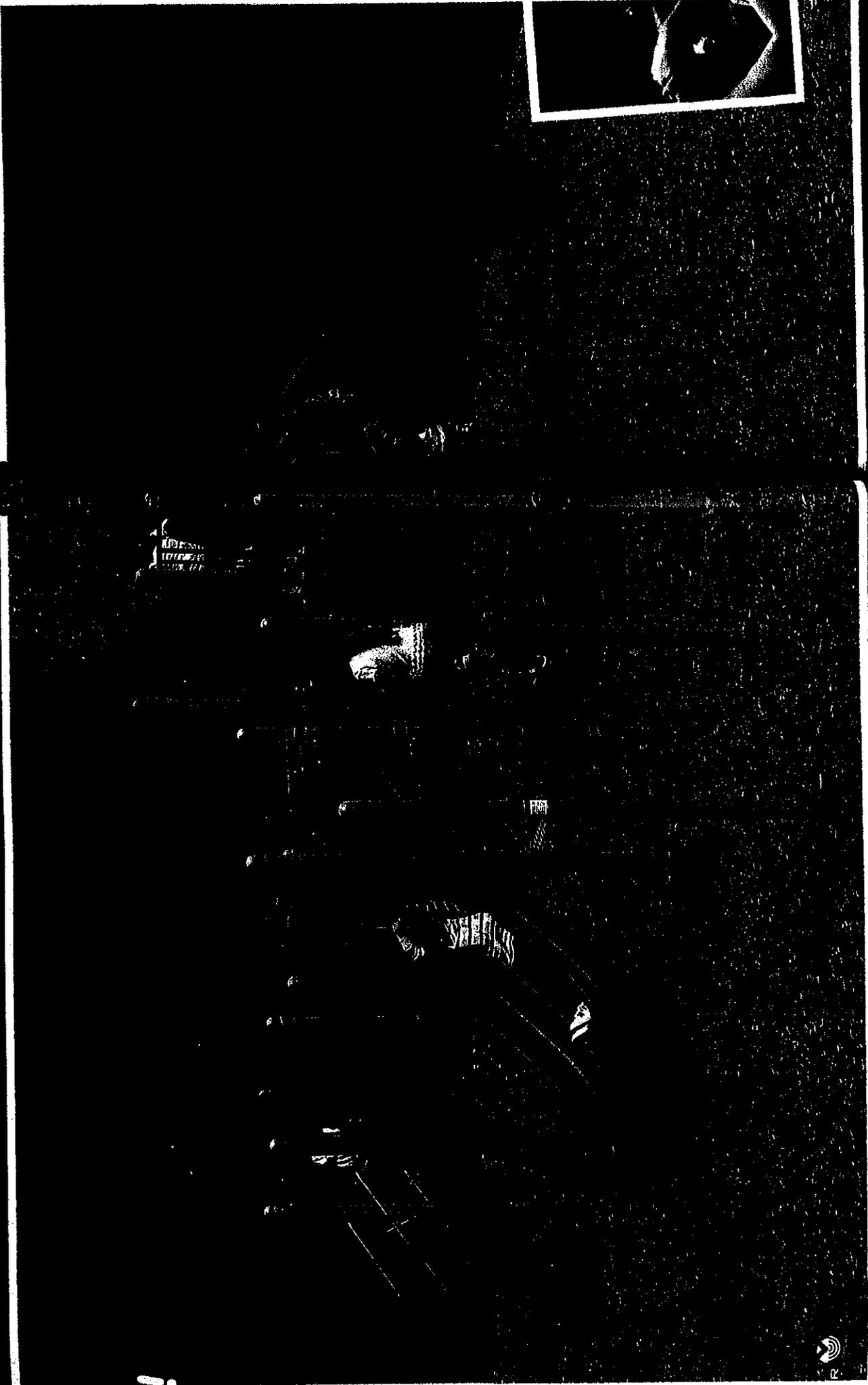
SHORELINE PAR - SOUTH

LIBRARY

OLA BAY



maial (unreadable)





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Replacement Well

DATE: March 3, 2010

At the beginning of the current fiscal year, Council approved \$50,000.00 in capital funds for a project to improve and stabilize the Shoreline Drive right of way, from Sunset to the Rec Center's eastern most entrance.

Although we are not prepared to proceed with the full scope of this project at this time, we have an existing 2" well near the intersection of Sunset and Shoreline that has failed. In addition to currently providing irrigation for Sunset Kids Park and the western portion of Shoreline Park North, this well was destined to serve the new irrigation system portion of the stabilization project.

We are requesting Council's permission to utilize the approved capital funding to replace this well, in preparation for the full stabilization project. In order to accommodate this well's expanded role, the new well will be resized to 4" and utilize a 5hp submersible pump, rain sensor and remote control unit. It will require an electrical service upgrade to 200 AMP's and relocation by approximately 200' to the optimal service location.

Recommendation

That Council direct staff to solicit competitive bids for replacement of the Sunset/Shoreline well, utilizing capital funds allocated for the stabilization of the Shoreline Drive right of way, not to exceed \$9,500.00.

Memo

To: Edwin A. Eddy
From: Steve Milford
CC: City Council, SSRUS Board
Date: March 3, 2010
Re: Waiver of late Penalties for Senior and Disabled Hardship customers



One of the unforeseen repercussions of our transition to cycle billing has been the impact on a very limited number of low fixed income customers. Typical of this customer is a retiree or disabled individual living on social security and a modest monthly pension or disability payment. The change in cycle timing has created difficulty for these customers to have sufficient funds available to make payments within the defined terms of our utility invoices.

For example, a household previously with a due date of the 12th, with a pension payment on the 1st (or end of previous month) would be able to budget for the month based on the invoice arriving shortly after the pension payment. By delaying the invoice with the cycle billing change to, say, be sent out on the 14th and due on the 28th, the household is placed in potentially difficult situation of squeezing the utility bill out of the last week's remaining funds or waiting for the next monthly income to pay (along with a late fee). They can then find themselves further short of funds the following month due to recurring late fees.

Based on current customer contacts, we would expect no more than 50 customers requesting to qualify, and, since the cycle billing changes were outside of City limits, virtually all will be SSRUS customers. We do not expect to promote this waiver, only to communicate it based on expressed need by a customer.

While the late penalty is an important means of encouraging prompt payment among customers, it is not intended to be an ongoing burden to those customers whose economic circumstances limit the timing of their payment, but have otherwise been reasonably good customers. After discussing this issue with our Utility Billing Supervisor, Patsy Mitchell, the Director of Utility Services, Vernon Prather, and the Assistant Director of Utility Services, Thomas Lambert, we believe that the best interests of all parties can be served by permanently waiving late fees for those customers who:

- Make a written request for the late fee waiver;
- Demonstrate they are senior or disabled and sole or primary provider of household;
- Assert in writing their household has economically limited ability to make payments on time;
- Promise to make payments in as timely a manner as they are able;
- Agree and understand that waiver of penalty does not extend to accounts placed on cutoff;
- Agree that if they are repeatedly placed on cutoff the waiver will be revoked; and,
- Understand that if their statements are found to be misrepresentations the waiver will be revoked.

RECOMMENDATION:

That the City Council of Gulf Breeze allow waiver of utility late payment penalties in cases determined to be hardship where the waiver is requested in writing and which agree to abide by the terms of that waiver as may be established by the City Manager.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: March 5, 2010
SUBJECT: Comprehensive Plan Amendment Process

Each local government is required by law to regularly review its Comprehensive Plan and adopt an Evaluation and Appraisal Report (EAR) and make amendments to the plan. The Council approved the 2010 EAR on February 16, 2010. The EAR was submitted to the Florida Department of Community Affairs for sufficiency review. The City is waiting to hear back from the Florida Department of Community Affairs. The next step is to develop amendments (based on the 2010 EAR) to change the City's Comprehensive Plan.

The proposed amendments will:

1. Establish boundaries on the Future Land Use Map (FLUM) for the proposed Medical-Technology (M-T) and Research-Technology (R-T) future land use categories.
2. Revise the following future land use categories on the FLUM for clarification and consistency:
 - a. From "P" category to "Public Facilities/Institutional" and "Parks/Recreation"
 - b. From "R-1AA" and "R-1A" to "Low-Density Residential"
 - c. From "R-1," "TH" and "R-C" categories to "Medium-Density Residential" and "High Density Residential"
 - d. From "C-1" and "C-2" categories to "Commercial" and "Professional"
 - e. A portion of "M" category to "Medical-Technology"
 - f. A portion of "C" category to "Research-Technology."
3. Revise text in the Future Land Use, Transportation, Housing, Infrastructure, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination and Capital Improvements elements of the Comprehensive Plan.

The Gulf Breeze City Council, acting as the Local Planning Agency (LPA), needs to conduct a public hearing and receive comments about the draft amendments. This will be the first of two (2) public hearings (March 15th & April 5th) concerning the amendments to the

Comprehensive Plan. Recommendations from these meetings will be incorporated in the updated amendments to the Comprehensive Plan. Staff and Stephania Wilson, Indever, LLC are putting the final touches on the amendments and will have them for Council packet prior to the next Council meeting.

RECOMMENDATION: That the City Council set March 15, 2010 as the 1st public hearing date to entertain public comments on the amendments to the City's Comprehensive Plan(which implement the 2010 Evaluation and Appraisal Report (EAR)) and set April 5, 2010 as the second public hearing to consider transmitting draft Ordinance 03-10 amending the Comprehensive Plan to the Florida State Department of Community Affairs for review.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: March 3, 2010
SUBJECT: Evaluation & Appraisal Report Amendment Process

Each local government is required by law to regularly review its Comprehensive Plan and adopt an Evaluation and Appraisal Report (EAR). A four phase plan for adopting the Comprehensive Plan amendments and the next EAR was developed and approved by Council in April 2008. We contracted with Ms. Wilson of Indever, LLC for these services based on our - most recent successful 2007 EAR adoption. Each phase of this project has been under separate contract. Phase IV is now 90% complete. Council approved the 2010 EAR on February 16, 2010.

An invoice have been submitted for Phase IV work. Attached is a summary of deliverables. It is appropriate that this invoice be paid. The total Phase IV contract was for \$24,625.00. We have previously paid \$17,729.63 against this contract. The new invoice is for \$5,078.80. This project was funded entirely in FY2009. Attached please find the most recent project status report.

It is appropriate that this invoice which totals \$5,078.80 be paid.

RECOMMENDATION: That the City Council approve payment of invoices in the amount of \$5,078.80 to Ms. Wilson of Indever, LLC for Phase IV work of the City's Evaluation & Appraisal and Amendment Process.

INVOICE



Attention	Dave Szymanski	Project Title	EAR Amendments
Title:	Assistant City Manager	Project Description	Services Redered
Company Name:	City of Gulf Breeze	Invoice Number	1005-1001-08312009-D0021
Address:	1070 Shoreline Dr.		
City, State Zip Code:	Gulf Breeze, FL 32562		
Date:	March 5, 2010	Due Date:	Upon Receipt

Description	Quantity	Unit Price	Cost
Comprehensive Plan Amendments	32.45	110.00	3,569.50
Planning Services	18.47	65.00	1,200.55
Comprehensive Plan Amendments	4.25	55.00	233.75
		Subtotal	5,003.80
Invoice #	EXP: 1005-1001-08312009-D0001		75.00

Total Due \$5,078.80

120 days past due	90 Days Past Due	30 Days past due	Current Due	Total Due:
		\$0.00	\$5,078.80	\$5,078.80

Amendments IV	Paid to Date	Current Due	Balance	Balance on Task Order
\$24,625.00	\$17,373.15	\$5,003.80	\$22,376.95	\$2,248.05

Remit to:
 Indever LLC
 P.O. Box 1027
 Pensacola, FL 32591

T. 850 497 6282
 F. 850 497 6306



Date: March 1, 2010

To: Dave Szymanski, City of Gulf Breeze

From: Stephania Wilson, Indever LLC

Re: January-February 2010 Status Report

These two months have been devoted to revising and submitting the Evaluation Appraisal Report (EAR) and ensuring a correct Future Land Use Map. The EAR was originally to be completed and transmitted after the Amendments were submitted; however, DCA requested that it be completed beforehand. We focused our efforts to developing the 2010 EAR, a simple update of the 2007 EAR. As a result, this was completed and presented to the Council for transmittal on February 16 and subsequent submittal to the Department of Community Affairs by March 2. There will be a review and comments by DCA in the near future. This is typically within 30-60 days. There has been an initial review performed by DCA noting that there were no apparent errors in the document. We are hopeful this will remain after a thorough review of the document is performed.

The next item to be completed was the revision of the Future Land Use Map (FLUM). This map was revised in 2007 by WFRPC as part of the EAR process; however, it was not created with parcel lines delineating boundaries. This has created confusion at times on where the boundaries of districts actually lie in conjunction with the parcel data, especially when "split parcels" (one parcel represents two or more districts) are involved. Therefore, a parcel map has been created and several others to complement as well. The specific municipal boundaries of the City have also been defined to assist with its sovereignty and other use such as grant procurement. This boundary delineates the extent of the City into the Bay visually defining its legal description. These maps are a valuable tool and resource for the City and were created with tremendous Staff support. In addition, the Land Development Code will need to incorporate adjustments such as this and other minor changes to bring the Code up to date with regulations and revisions within the new comprehensive plan. This should occur quickly in the next few months to support the Comprehensive Plan. These two must align and complement the other for proper enforcement of both documents.

During this time as well, the amendments have been in process of completion. To begin, the Future Land Use Element is supported by all other elements and therefore, is the most important of all to complete with an accurate map (FLUM) depicting the plans of the City for future growth and sustainability. It is the guiding point for the content of all elements and is completed simultaneously with all other elements to ensure consistency throughout the document. This is not only important to satisfy the requirements of the State (DCA) but to assist the City as well with its decisions, large and small. All of the elements will be

comprehensive in nature and will reflect the new CRA Plan, Design Guidelines and new land use categories with corresponding zoning districts. This concept of zoning districts, to be addressed in the Future Land Use Element, is a new structure for the City allowing it to institute zoning changes without the approval of DCA for each adjustment and therefore, streamlining the process for the City for zoning and amendments. Two maps are to be created: the Future Land Use Map (FLUM) and Zoning Map. Most communities in the State currently follow this two-map system to now include the City. Due to this being an unfamiliar concept to the City, I have included the following table to illustrate the purpose of the two-map system:

Future Land Use	Zoning
State mandated by Chapter 163, Part II, FS Local Government Comprehensive Planning and Land Development Regulation Act	Local regulatory tool to control the character of land and buildings Part of City's sovereign powers for protection of public health, safety and welfare
Aerial View	Ground Level View
Used for Land Management	Used for development of a parcel
Broad Categories representing types of land use such as, residential and commercial over large tracts of land	Specific types of classifications for a particular parcel such as single family and multi-family
Plan for Future: next 10 to 20 years	Current Development
FLUM provides a Vision for Future Development allowing for planning and budgeting of future infrastructure and achieving policies in the Comprehensive Plan	Zoning Map identifies the current zoning of a parcel and relates to the City's Land Development Regulations identifying how the parcel can be developed
Amending the FLUM is an intensive public process requiring review at the local and state levels	Zoning map changes are a shorter process requiring only local review
FLUM amendments must be consistent with the City's Comprehensive Plan, sound planning practices, surrounding land use, State law and the State Comprehensive Plan	Zoning Map must be consistent with the FLUM, i.e. zoning must be an allowed land use consistent with the approved FLUM
Planning = FLUM	Development = Zoning

The amendments will be ready for review by Staff the first week of March. There will be more changes such as the aforementioned; however, this is the largest adjustment needed within the Plan and why I felt needed to be explained in more detail within this report. Additional questions will be addressed as elements are reviewed and revised as necessary.

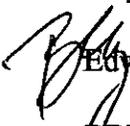
Amendments will be presented to City Council in March after Staff approval. Zoning and LDC text changes will be next following with the Water Supply Plan and Capital Improvements Schedule.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 5, 2010

TO: Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
SUBJ: PRESENTATION OF ANNUAL AUDIT

O'Sullivan Creel is prepared to present the Council with their audit of fiscal year 2009. A draft form of the audit will be sent to you next week. O'Sullivan has proposed that they appear before the Council at your Monday, March 15 meeting.

We suggest that the Council meet at 6:00 p.m. in a workshop setting to receive a detailed explanation of the audit. O'Sullivan will then provide an overview during the regular meeting. The Council would then be asked to accept the audit.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET WITH THE CITY'S AUDIT FIRM, O'SULLIVAN CREEL IN A WORKSHOP ON MONDAY, MARCH 15 AT 6:00 P.M. AND THAT THE COUNCIL ACCEPT THE FIRM'S AUDIT FOR FISCAL YEAR 2009.

EAE:msr



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 5, 2010

TO: Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
SUBJ: FENCING ALONG U.S. 98

The City Council recently approved the selection of Biggs-Green of Pensacola, to construct approximately 1,600 feet of steel fence with brick columns along U.S. 98. Attached is a copy of the Request for Proposals we used to solicit interest and pricing.

We received a proposal from Biggs-Green for \$294,000 which included industrial grade steel fence with brick columns placed at the same intervals as in the fence at the high school.

Neither the City nor the contractor field verified the length of the fence required as illustrated in the RFP until after the Council approved Biggs-Green's proposal. Now that we have checked with the school and confirmed the length of fence required, the length is actually 1,920 feet. At about \$183 per foot, which is the price derived using \$294,000 for 1,600 feet of fence, the new cost would be about \$351,000. We asked the contractor to discount his price if the City was willing to assist in the demolition of the old fence and cut and dispose of the branches that had to be cleared.

The contractor responded with several suggestions to keep the cost at near the original cost. These options are included in the attached letter. They include:

1. Alternate Fence - Use of a steel fence that has slightly less gauge that would still meet our needs.
2. Increase Column Spacing - The plans call for columns to be 32 feet apart to match the fence at the high school. The fence could be installed with columns 38 feet apart to achieve savings.

Fencing Along U.S. 98
March 5, 2010
Page Two

Thomas Lambert, P.E., Assistant Director of Public Services, evaluated the proposals. He believes that the alternate fence material is acceptable as it meets the same strength and durability standards as the previously specified fence. Thomas also finds that the increased column spacing will not impact the durability of the fence.

In order to match the two fences, I believe we should maintain the 32 foot column spacing. In order to save on fence costs, using the alternate steel appears to be a good choice.

RECOMMENDATION:

That the City Council accept the alternate pricing submitted for steel fence by Biggs-Green for 1,920 linear feet of fence with columns 32 feet apart on center for a total price of \$279,556.

EAE:msr

City of Gulf Breeze
Professional Fencing Contractor For Installing
Decorative Fencing with Brick Support Columns

PURPOSE

The City of Gulf Breeze requests proposals from qualified individuals or firms to provide steel fencing and brick column installation along U.S. Highway 98. The City has been awarded a Florida Department of Transportation SB 1446 Landscape Grant of \$350,000 and wants to install fencing with the project.

HISTORY

This project is part of the overall redevelopment of the Downtown Area of the City of Gulf Breeze. Redevelopment has over the past few years included: a new roadway created (Daniel Drive extension), opening of Andrews Institute, building of Sea Shell Collection and in the near future building of a parking garage and a 80,00 sq ft office building.

This RFP is only for fencing and brick column installation along U.S. Highway 98 and the individual or firm will be required to coordinate with the landscape architect and landscape contractor firm preparing to install plants and trees.

SCOPE OF WORK

The City of Gulf Breeze wishes to retain a fencing contractor to provide decorative fencing with brick supporting column installation along U.S. Highway 98 for the project area of the U.S. Hwy 98 corridor from Andrew Jackson Trail to the high school field house (on both sides of the highway). This fencing will replace the existing chainlink on the property owned by Santa Rosa County School Board.

1. Project Description

The design will follow the City of Gulf Breeze Community Redevelopment Agency Design Guidelines and Standards as well as applicable ordinances of the City of Gulf Breeze and the Architectural Review Board.

The individual/firm will collect and review information and data pertinent to the site/project provided by the City, FDOT, the landscape architect or landscape contractor.

The individual/firm will meet with the City staff, FDOT officials, and School Board representatives to discuss the fencing concepts. Based on that input, the individual/firm will develop a project schedule.

The individual/firm will perform the following:

- 1) Survey to establish the edge of Florida Department of Transportation property by registered surveyor.

- 2) All necessary site clearing
- 3) Removal of existing chain link fence and proper disposal.
- 4) Use industrial grade steel for fence (approximately 1600 feet).
- 5) Pour concrete slabs and build brick columns.
- 6) Install the new fence between brick columns.
- 7) Site restoration in conjunction with landscaping contractor.

Construction bid: The individual/firm will develop a construction cost estimate for the project.

The individual/firm will coordinate with the City and FDOT throughout the project. They will submit the construction plans to FDOT for their review and approval.

2. Specifications

- 1) Concrete slabs – minimum 2800 psi, Type I Concrete
- 2) Brick masonry – Brick to match existing color of columns along Hwy 98 at the high school.
- 3) Commercial grade steel fencing material, like Ameristar Aegis Plus or approved equal. Spacing and style to match existing fence around high school.

3. Project Location

Highway 98 corridor: between Andrew Jackson Trail and the High School Field House on the North side of Hwy 98 and between the Elementary School and the bus ramp. See map area defined in red.

4. Project Delivery Method

The delivery method is Design – Build.

5. Tentative Design Schedule

February 15, 2010 – Selection by City Council and Notice to Commence.

March 1, 2010 – Submittal of design proposal and shop drawing

March 15, 2010 – Authorization to begin construction.

May 15, 2010 - Project completed.

Actual timetable to be negotiated upon RFP award.

PROPOSAL REQUIREMENTS

1. Description of firm's qualification for performing the work outlined in the Scope of Service. Specific information relative to similar work accomplished.
2. Anticipated approach, scope and time line to complete proposed project.
3. A list of three similar projects performed in Florida including the following:
 - a. Name of the entity for which the work was performed.
 - b. Brief description of the scope of the project.
 - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your role and performance in the project.
 - d. Provide a sample of deliverables that were produced for the entity (design sketch, perspective drawings).
4. Copies of all registrations, certificates and licenses applicable to the disciplines of architecture/design surveying and construction.
7. List of sub-consultants providing required services for the project if any.
8. Proof of Professional Liability insurance and policy limits (Required).
9. Any other information the firm/individual feels is relevant to evaluating the firms/individuals qualifications.

LENGTH OF CONTRACT

The duration of the Contract is anticipated to be 3 months or completion of FDOT SB 1446 Grant. However, the City reserves the right to terminate the contract at any time. The selected firm will have no proprietary interest in the term of the contract. Any services authorized pursuant to a Service Authorization executed prior to the expiration of this Contract shall be completed and the Consultant shall be compensated therefore unless this Contract is terminated.

AWARD OF CONTRACT EXECUTION

A pre-determined selection committee shall review the proposals and a recommendation will be made to the City Council for approval. A committee of City representatives will select the most qualified firms/individuals based solely on the statements of interest, qualifications, cost and other information gathered by the City.

NUMBER OF COPIES REQUIRED

One (1) original, four (4) copies, and (1) digital shall be submitted in one proposal package.

EVALUATION OF PROPOSALS

Proposals will be evaluated on qualifications and cost of Services.

REJECTION

In evaluating each Request for Qualification, the City will consider all information that the City's deems relevant for awarding the contract including, without limiting the generality of the foregoing: estimated construction cost, ability to perform, experience and past performance. With regards to any bids or proposals submitted in response hereto, the City reserves the right to waive any errors, omissions, irregularities, and deviations from specifications if the City determines that such action is in the best interest of the City and/or public health, safety and/or welfare. Furthermore, the City may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all bids or proposals, to modify (with the approval of the bidding or proposing party) any bid or proposal, to negotiate with any bidding or proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project. This Request for Qualification is utilized merely as a vehicle to facilitate the evaluation of prospective contractors. This Request for Qualification shall not in any manner grant and shall not be construed in any manner to grant any rights, benefits or expectations of any manner whatsoever to any person interested in or contemplating submitting a bid or proposal in response hereto. The final terms and conditions of the project or contract contemplated herein may be negotiated between the City and any responsive bidder and the City shall not be required to accept any particular bid or proposal or negotiate with any particular responsive bidder notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive bid or proposal. The City reserves the right to negotiate a proposal in the best interest of the City which may include adding or deleting terms and conditions from those specified herein and/or from those bid upon by a responsive bidder or contained in a responsive bidder's bid or proposal.

TENTATIVE RFP SCHEDULE

Release of RFP January 21, 2010

Due Date of RFP February 4, 2010, 4:00 p.m. (CST)

Selection Committee Decision February 12, 2010

City Council Action February 15, 2010

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this request for proposals including, but not limited to , the deadlines for submission, the submission requirements, and the scope of work. The City further reserves the right to reject any and all submittals, or any portion of the service, to cancel or withdraw this request for proposals at any time and to negotiate with any party prior to or after submittal of any proposals.



Edwin Eddy

From: Thomas Lambert
Sent: Friday, March 05, 2010 7:41 AM
To: Edwin Eddy
Cc: David J. Szymanski
Subject: School Fencing

In reviewing the original proposed fence type (Aegis) versus the proposed alternative (Montage Plus), I have the following observations:

The pickets for the Montage Plus are 1 gauge different in thickness (less thick, but not significantanly) while the posts and rails have the same gauge. The major load bearing components are posts and rails, and they are identical for both fence types.

Both fences meet the ASTM protective coating standards.

Because of our location, the Montage has a 5 year material warranty and Aegis has 10 year material warranty. The Montage warranty is based on distance from salt water coast line, I assumed worse case. It might possibly have a ten year warranty if the Sound is not considered a salt water coast line.

The Aegis has an internal retaining rod that allows the panels to be connected without visible fasteners and allows easier installation. I do not think external fasteners will cause any aesthetic problems.

The Montage can only comes in 8 feet long panels, where Aegis comes in 6. This means fewer support posts, and is probably the reason for the majority of cost savings. While this does reduce the stability, I do not think it is a significant reduction.



P.O. Box 1552
Pensacola, FL 32591-1552
Phone: 850-430-4307
Fax: 850-430-4308

Construction Services, Inc.
General Contractors • Project Managers • Consultants

Buz,

Good morning and thanks for your patience and returning my call yesterday. As a follow up to our conversations I have provided a breakout of how we originally priced the project as well as a cost scenario that includes the additional fencing if the City decides to include additional fencing to the scope of work. Following the breakout information I have provided possible ideas where we might be able to lessen the overall project cost.

We ask that you please try to understand our reasons for bringing this discrepancy to light in the first place. Although the word approximately is used along with the quantity identified in the solicitation, we merely took this to mean a difference of a few feet or "not exactly" 1,600 l.f., not 320 l.f.. If we were to anticipate even one fence section between columns (30') as a degree of error to account for the statement of "approximately" it would mean a contingency of +/- \$5,765 (see cost breakout below). This alone would be over 1/3 of the profit we put into the job. In a competitive bid situation we have no option than to bid these projects as tight as we see them and with generalization. Even more so in this competitive and down market.

Regardless, we will work with you in any way we can to get this project out of the ground and to completion. As I stated, below we have provided ideas as to where costs for this work can be reduced and at the same time provide you a quality end product that meets and or exceeds the City of Gulf Breezes' original intents.

Bid breakout and additional fence costs:

Per the bid documents there was "approximately" 1,600 l.f. of new fence identified and that we were to "match" existing. That being 2x2 brick columns that are spaced on 22' centers.

Henceforth . . . $(1,600 / 32 = 50 \text{ columns}) + 1 \text{ column as an end column} = \text{Total number of columns we anticipated for the project (51 each)}$.

In Don Jehle's plotting of the areas to receive the new fence per our on-site discussion we have found that there is a total of 1,920 l.f. of fence. This is an additional 320 l.f. of fence than that approximated in the original solicitation. If it is the desire of the City to add an additional 320 l.f. of fence to the project, we will have no option than to request an increase in price to our original bid price.

Based on the numbers above the additive change would be:

As Bid:

Bid price = \$294,000. 1,600 l.f. of fence divided by the existing spacing of 32' l.f. = 50+1 columns (or 51 each columns).

Based on the above a unit rate would be \$5,765.00 per column (which includes fencing, footers and items of work in the City's solicitation)

Or

based on a l.f. rate = Bid price of \$294,000. divided by 1,600 l.f. = \$183.75/l.f. of fence

Change Costs (If additional fencing is requested):

To add an additional 320 l.f. of fence to the overall project:

* By Column: 320 l.f. divided by 32' o.c. = 10 additional columns. 10 additional columns x \$5,765.00 = \$57,650

* By Linear Foot: 320 l.f. x \$183.75 = \$58,800

Sooooo . . . based on our original contract price of \$294,000.00 and a change order price of \$57,650 for an additional 320 l.f. of fence a new project value would be \$351,650.00

Cost Reductions:

As an idea for overall project cost reduction we offer the following: (NOTE: ALL INFORMATION AND PRICING BELOW IS REFLECTIVE OF A NEW TOTAL FENCE QUANTITY OF 1,920 l.f. (In lieu of the original solicitation quantity of 1,600 l.f.))

Alternate Fence - Still using Steel Fencing (not aluminum) Atlantic Industrial Fence is proposing an alternate fence that is much less than that originally specified. Atlantic has talked with the fence manufacturer and all parties involved agree that this alternate fence being proposed is one that is without question suitable for the project in both quality and durability. The total fence project cost if the alternate fence is desired and based on 1,920 l.f. of fence - \$279,556.

Increase Column Spacing - If it will be noticeable or not overall project costs can be reduced by increasing the spacing between the fence columns. The solicitation asked that we match the existing fence which has columns spaced at 32' on center (o.c.). If the columns were to be spaced at 38' on center the total project cost, based on 1,920 l.f. of fence = \$299,780.00 (all other aspects of the scope of the proposal remain the same (including the type of fence) as provided in the original bid). This suggestion ONLY increases the spacing of the columns

Change of Alternate Fence & Column Spacing - If both of the above reduction ideas are combined (Alternate Fencing AND Increased Column Spacing) and based on 1,920 l.f. of fence the total project cost would be = \$231,556.00

Fence Demolition - If the City is interested in performing the demolition of the existing fencing deduct a total of \$2,840.00 (We anticipated, as we have done in the past, to take the fence and post material to a scrap yard which can off-set much of the cost of removal of the fencing)

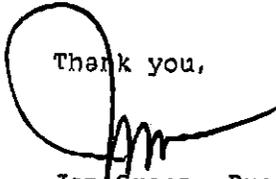
Shrub Maintenance - We did not include Shrub Maintenance in our price. We do have a contingency to replace and/or repair areas of grassing that we disturb around the columns. Although we did not include shrub removal or shrub pruning for the accommodation of the new fence . . . we are willing to include the pruning of the shrubs in our original price. This item of work should take one man no longer than 6 hours to accomplish which includes disposal. Henceforth the value of such pruning work is minimal.

But I really hope we are able to work something out to where we can bring this project to a reality. I can honestly say that we did not know of the footage difference until we met with Don Jehle this yesterday. This footage difference was a surprise to Don, Atlantic Industrial Fence, David Lenn Masonry as well as ourselves. I can honestly say that we never had an intent of increasing the cost of the overall contract. We merely were providing the type of product requested, in the quantities requested for the best possible price with the awareness that we

were in a competitive bid situation. Please let me know if you would like to sit down and go through this information and further brainstorm all options.

Your understanding of our stance and how we got here is appreciated. We feel that we understand the situation you and the City may face due to budgets constraints as well your need to communicate and report to your other elected City officials.

Thank you,



Jon Green, President
Biggs-Green Construction Services, Inc.

**AEGIS PLUS® - Commercial Steel Ornamental Fence System - Internally Secured
Construction Specification - SECTION 32 31 00**

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and equipment necessary for installation of the commercial ornamental steel fence system defined herein or (specify project site).

1.02 RELATED WORK

Section - - - - Earthwork

Section - - - - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total commercial ornamental steel fence system of the Ameristar® Aegis Plus® (specify Classic™, Malibu™, Geneva™ or Warrior™) design. The system shall include all components (i.e., pickets, rails, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process. ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus. ASTM D523 - Test Method for Specular Gloss. ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint. ASTM D922 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus. ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments. ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates. ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact). ASTM D3359 - Test Method for Measuring Adhesion by Tape Test. ASTM F2403 - Ornamental Fence Employing Galvanized Steel Tubular Pickets.

1.06 SUBMITTAL

The manufacturer's submittal package shall be provided prior to installation.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damages occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

PART 2 - MATERIALS

2.01 MANUFACTURER

The commercial ornamental steel fence system shall conform to Ameristar Aegis Plus, (specify Classic™, Malibu™, Geneva™ or Warrior™) (specify 2-Rail, 3-Rail or 3-Rail with Rings) style manufactured by Ameristar Fence Products, Inc. in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence framework (i.e. tubular pickets, rails and posts), when galvanized prior to forming, shall conform to the requirements of ASTM A924/A924M, with a minimum yield strength of 45,000 psi (310 MPa). The steel shall be hot-dip galvanized to meet the requirements of ASTM A653/A653M with a minimum zinc coating weight of 0.90 oz/ft² (276 g/m²). Coating Designation G-90.

B. Material for fence pickets shall be 3/4" square x 17 Ga. tubing. The cross-sectional shape of the rails shall conform to the manufacturer's ForeRunner™ double-wall design with outside cross-section dimensions of 1.50" square and a minimum thickness of 14 Ga. Picket holes in the ForeRunner rail shall be spaced 4.70" o.c. Picket retaining rods shall be 0.125" diameter galvanized steel. High quality PVC grommets shall be supplied to seal all picket-to-rail intersections. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. ForeRunner rails shall be pre-punched to accept pickets.

B. Grommets shall be inserted into the pre-punched holes in the rails and pickets shall be inserted through the grommets so that pre-drilled picket holes align with the internal upper recess of the ForeRunner rails (Note: This can best be accomplished by using an alignment template). Remaining rods shall be inserted into each ForeRunner rail so that they pass through the pre-drilled holes in each picket, thus completing the panel assembly.

C. The manufacturer galvanized framework shall be subjected to the PermaCoat™ thermal stratification coating process (high-temperature, in-fab, multi-stage pretreatment/wash (with zinc phosphate), an electrostatic spray application of any epoxy base, and a separate electrostatic spray application of a polyester finish. The base coat shall be a thermosetting epoxy powder coating (gray in color) with a minimum thickness of 2 mils (0.0508mm). The topcoat shall be a "no-ox" TGIC polyester powder coat finish with a minimum thickness of 2 mils (0.0508mm). The color shall be (specify Black, Bronze, White or Desert Sand). The stratification-coated framework shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2.

D. Completed panels shall be capable of supporting a 400 lb. load (applied at midspan) without permanent deformation. Panels without rings shall be installable to a 12.5% change in grade.

E. Swing gates shall be fabricated using 1.5" x 14ga. ForeRunner double channel rail, 1.75" sq. x 14ga. gate ends, and 3/4" sq. x 17ga. pickets. Gates that exceed 6' in width will have a 1.75" sq. x 14ga. intermediate upright. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 FENCE INSTALLATION

Fence posts shall be spaced according to Table 3, plus or minus 1/8". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces: 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pots shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufacturer's warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturer's gate drawings, dependent on standard out-to-out gate lot dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturer's gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacturer of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Table 1 - Coating Performance Requirements

Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 - Method B	Adhesion (Retention of Coating) over 98% of test area (Tape and knife test).
Corrosion Resistance	B117 & D1654	Corrosion Resistance over 3,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium flk. Waters).
Impact Resistance	D2794	Impact Resistance over 60 foot lbs. (Forward impact using 0.625" ball).
Weathering Resistance	D922, D2244, D523 (60° Method)	Weathering Resistance over 1,200 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 2 - Post Spacing Requirements

Span	8' Nominal (92" Rail)							
	2-1/2"		3"		2-1/2"		3"	
Post Size	2-1/2"		3"		2-1/2"		3"	
Bracket Type	Commercial Universal Boulevard (BB311)		Commercial Line Boulevard (BB310)		Commercial Flat Mount (BB306)		Commercial Swivel (BB312)	
Post Settings +/- 1/2" O.C.	95-1/2"	96"	95-1/2"	96"	95-1/2"	96"	97"	97-1/2"

Span	6' Nominal (73-1/4" Rail)							
	2-1/2"		3"		2-1/2"		3"	
Post Size	2-1/2"		3"		2-1/2"		3"	
Bracket Type	Commercial Universal Boulevard (BB311)		Commercial Line Boulevard (BB310)		Commercial Flat Mount (BB306)		Commercial Swivel (BB312)	
Post Settings +/- 1/2" O.C.	76-3/4"	77-1/4"	76-3/4"	77-1/4"	76-3/4"	77-1/4"	78-1/4"	78-3/4"

AEGIS PLUS® COMMERCIAL 10 YEAR LIMITED WARRANTY

Aegis PLUS® Commercial Ornamental Metal Fencing System by AMERISTAR® is manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Galvanized steel framework shall be subject to a six stage pretreatment/wash (with zinc phosphate) followed by an electrostatic spray application of PermaCoat® Color System, a two coat powder system. The base coat is a thermosetting epoxy powder coating (gray in color). The top coat is a "no-mar" TGIC polyester powder coat finish, which provides the protection necessary to withstand adverse environmental conditions.

The powder coated surface on all framework (i.e., pickets, rails and posts) by AMERISTAR® is guaranteed under normal and proper usage, against cracking, peeling, chipping, blistering or corroding for a period of ten (10) years from the original purchase date. Normal and proper usage does not include physical damage, abrasion or exposure to salty environments to the protective coating.

Aegis PLUS® Commercial Ornamental Metal Fencing System framework is also guaranteed for the same period of time against defects in workmanship or materials.

Should any ornamental fence framework manufactured by Ameristar® Fence Products fail in accordance with any of the above conditions, Ameristar® Fence Products warrants to the original purchaser their redemption through replacement, renewal or issuance of a pro-rated credit. The decision as to which method of redemption is allowed is solely at the discretion of Ameristar®. If pro-rated allowance is the chosen alternative, the amount will be based on the total number of years under warranty from date of purchase to date of claim, based on the original cost of framing materials found to be defective. Notice of failure under the conditions of this warranty shall be sent to Ameristar® Fence Products or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed. When cutting Aegis rails immediately seal the exposed surfaces by 1) Removing all metal shavings from cut area 2) Apply zinc-rich primer to thoroughly cover cut edge and drilled hole; let dry 3) Apply 2 coats of custom finish spray paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. If the contractor uses non Ameristar parts/components this will negate the warranty. Should the fence be improperly installed, Ameristar® Fence Products shall not be responsible for guaranteed performance or appearance of the material. Neither does this guarantee apply when failure or damage is due to improper use or application, abuse or misuse, salty environments, vandalism or acts of God. Ameristar® Fence Products reserves the right to inspect the material to determine validity of the claim.

Upon validation of the claim by Ameristar® Fence Products or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by Ameristar® Fence Products. Reimbursement for the costs of removal and installation of materials are not included in the guarantee, nor will Ameristar® Fence Products provide those services.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar® Fence Products does not authorize any other person or agent to make any other express warranties. Ameristar® Fence Products neither assumes nor authorizes any other person or agent to assume any other liability in connection with Aegis PLUS® Commercial Ornamental Metal Fencing System. Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation of incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.

PURCHASE DATE _____

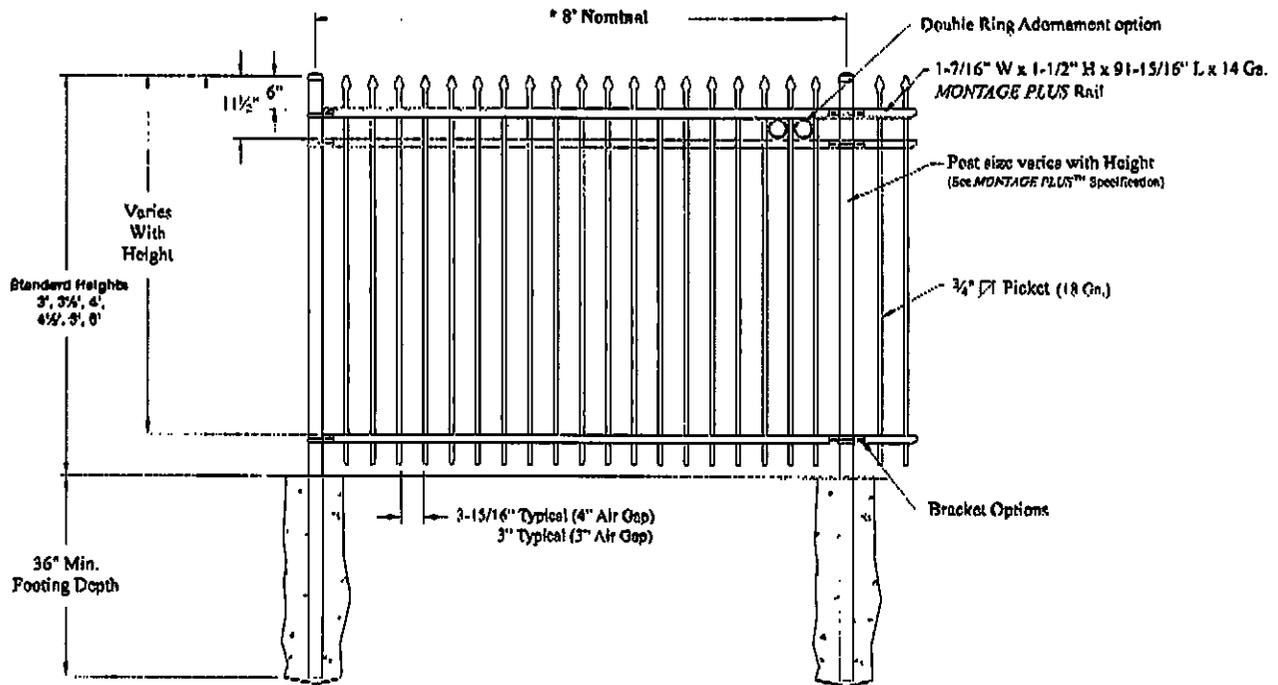
DEALER SIGNATURE _____

AMERISTARFENCE.com

P. O. BOX 581000 TULSA, OKLAHOMA 74158-1000

MONTAGE PLUS ATF® WELDED COMMERCIAL ORNAMENTAL FENCE

TYPICAL PANEL DRAWING (Classic Style shown; Genesis, Majestic and Warrior also available)



*** Refer to Construction Specification
Table on Page 2-9 for recommended
(Post Spacing by Bracket Type)**

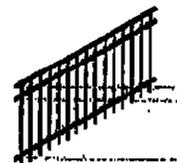
**E-COAT™
PROTECTION**

UNIQUE PROFUSION WELDING PROCESS
PATENT D466,620 6,811,145 7,071,439

**ATF™
RAKABLE DESIGN**
PATENT D466,621 7,071,439



- AUTOMATICALLY FUSION WELDED AT ALL INTERSECTIONS
- NO EXPOSED WELDS - VIRTUALLY SEAMLESS APPEARANCE
- GOOD NEIGHBOR PROFILE - SAME ON BOTH SIDES
- CONSISTENT HIGH QUALITY LEVEL - EVERY PANEL
- ZINC-PHOSPHATIZED GALVANIZED STEEL BASE MATERIAL



MONTAGE PLUS ATF® WELDED ORNAMENTAL FENCE WARRANTY

AMERISTAR® Montage Plus ATF® Welded Ornamental Fences are manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Galvanized steel framework is subjected to a multi-stage pretreatment/wash (with zinc phosphate), followed by a duplex cathodic electrocoat system consisting of an epoxy primer, which significantly increases corrosion protection, and an acrylic liquid topcoat, which provides the protection necessary to withstand adverse weathering effects.

The electrocoated surface on all Montage Plus ATF® Welded Ornamental panels, posts, and gates is guaranteed under normal and intended usage, against cracking, peeling, chipping, blistering or corroding commencing with the original purchase date and extending according to the applications defined in the table below. Normal and intended usage does not include physical damage, abrasion, or heavy salt spray exposure to the protective coating.

The following acts and/or omissions will void the subject warranty:

- Damage to the product caused by the property owner by use of landscape, gardening equipment, chemicals that may cause damage, and/or water sprinklers with high mineral content;
- Damage caused by adhesion of chicken wire or other similar substance to the product;
- Damage caused by allowing plant life of any sort to grow directly upon or in contact with any portion of the product or sap from trees;
- Any alteration to the product itself by the property owner including any on-site cutting or welding; and/or,
- Failure to follow any and all maintenance instructions provided by AMERISTAR at the time of sale to the original purchaser even if these instructions are not forwarded to the ultimate claimant under this warranty;
- When cutting Montage rails immediately seal the exposed surfaces by 1) removing all metal shavings from cut area 2) Apply zinc-rich primer to thoroughly cover cut edge and drilled hole; let dry 3) Apply 2 coats of custom finish spray paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty.
- If contractor uses non Ameristar parts/components this will negate the warranty.

AMERISTAR® Montage Plus ATF® Welded Ornamental Fences are also guaranteed for the same period of time against defects in workmanship or materials. Should any Montage Plus ATF® Welded Ornamental panel, post, or gate manufactured by Ameristar Fence Products fail in accordance with any of the above conditions, Ameristar Fence Products warrants to the original purchaser their redemption through replacement, renewal or issuance of a pro-rated credit. The choice of redemption method is solely at the discretion of Ameristar. If the pro-rated alternative is chosen, the amount will be based on the original cost of materials at the date of purchase multiplied by the appropriate time and exposure factor from the table below:

Application	Length of Warranty
All Welded Steel Gates	1 Year
Fence Installations 0 to 1 Miles from Salt Water Coast Line	3 Years
Fence Installations 1 to 20 Miles from Salt Water Coast Line	10 Years
Fence Installations Over 20 Miles from Salt Water Coast Line	20 Years

Note: Regardless of Location and Years in Service, evidence of historical salt spray exposure shall be considered as grounds to void any warranty obligations.

Notice of failure under the conditions of this warranty shall be sent to Ameristar Fence Products or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed as well as photographs of current site conditions. Should the fence be improperly installed, Ameristar Fence Products shall not be responsible for guaranteed performance or appearance of the material. Neither does this guarantee apply when failure or damage is due to improper use or application, abuse or misuse, salt spray exposure (see Table and Note), vandalism, or acts of God. Ameristar Fence Products reserves the right to inspect the material to determine validity of the claim.

Upon acceptance of the claim by Ameristar Fence Products or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by Ameristar Fence Products. Reimbursement for the cost of removal of existing material and the freight and installation of replacement material is not included in the guarantee, nor will Ameristar Fence Products provide those services.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar Fence Products does not authorize any other person or agent to make any other express warranties. Ameristar Fence Products neither assumes nor authorizes any other person or agent to assume any other liability in connection with the Montage Plus ATF® Welded Ornamental Fence System.

PURCHASE DATE _____

DEALER SIGNATURE _____

AMERISTAR FENCE.com
1555 N. JINGO RD. TULSA, OKLAHOMA 74116
www.ameristarfence.com



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 5, 2010

TO: Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
SUBJ: GULF BREEZE ECONOMIC DEVELOPMENT

Economic Development, the process of improving a City's economic base by encouraging business expansion or relocation is more important than usual given the economic state of the nation. Gulf Breeze has momentum right now due to the success of the Andrews Institute, the presence of Sea Shell Collection and the potential expansion of Quietwater Business Park.

Recognizing the Council and community concern that we capitalize on this momentum and that we include other potential properties in our efforts, Mayor Zimmern met with Cindy Anderson, the Executive Director of TEAM Santa Rosa, the agency that conducts economic development activities for Santa Rosa County, regarding increasing efforts to "market" or "sell" Gulf Breeze as a place to relocate or grow a business.

TEAM Santa Rosa is specifically tasked by the County Commission to market the I-10 Industrial Park, the Whiting Field Park and other County projects. TEAM would be willing to help market Gulf Breeze if we were to develop marketing tools specific to the City.

Ms. Anderson and her staff identified two (2) firms in the area that have worked with TEAM in the past and are fully capable of developing the necessary marketing tools. We interviewed both firms. We found both to be excellent. We believe Idea Works of Pensacola to be the best choice.

Attached please find a scope of work designed to generate interest in business development or relocation in the City.

WEB SITE: The City would have a separate web site for economic development called "GoGulfBreeze.com" or something similar that would show up when internet searches are conducted by individuals who hear about Andrews or AppRiver and/or visit the area and wish to learn more about the City.

INTERNET AD CAMPAIGN: A series of ads would be strategically placed to cause the City's new web site to get a first look when searches are conducted. This aspect of the program would be developed based on the specific nature of "hits" received.

PHOTO SHOOT: In order to provide current, local photos of the area, its people and assets, we need a professional photographer to prepare an array of new photos.

DIRECT MAIL: In response to inquiries generated by the web site, we would prepare a follow up brochure to be sent to prospects.

CUSTOM USB DRIVES: Once a prospect looks through our new web site and has received our brochure, we can follow up with seriously interested prospects by sending them a custom made presentation of sites available, etc.

SOCIAL MEDIA MARKETING: In order to stay current with high tech and human performance groups that may be interested in relocating to the area, it will be necessary to establish presence on Face book, LinkedIn and other "Social media".

The total price for this marketing effort, to be coordinated by TEAR SRC and the City is less than \$30,000 and can be funded by Community Redevelopment Agency funds. Attached is a recap of our 2010 budget for utilization of CRA funds.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE THE SELECTION OF IDEAWORKS THROUGH TEAM SANTA ROSA.

I D E A W Ö R K S

City of Gulf Breeze/Economic Development
Deliverables

Web site

Includes up to 40 pages with contact form and the following features:

- a. Content Management System back-end (CMS) for up to 37 pages
- b. Google Map API—to show available properties (this portion will not be CMS)
- c. Special contact form to capture information people who sign up
- d. Flash feature on home page with 5 photos from photo shoot
- e. Please see attached site map
- f. Cost of custom design and programming: \$7,500/hosting \$39.99 per month: includes site statistics and CMS administrative back-end
- g. Monthly maintenance and additional services if requested: search engine optimization and property updates (hourly rate/\$95 per hour)

Estimated timeline: 6 weeks for development

Internet ad campaign

Ideaworks will develop a branded online media buy and ad campaign. Ads will be built to spec for each respective site and will include up to 7 ad variations with area “discoveries”

- a. Banner advertising sites (i.e. fastcompany.com and others) for a period of three months.
- b. Branded ad designs to mirror economic development campaign
- c. Search Engine Marketing (ads for Google.com/Bing.com paid search ads)
- d. Includes online advertising hard cost of approximately \$4,000
- e. Weekly reporting of campaign to be delivered on Mondays for the week prior
- f. Cost: \$6,293

Estimated timeline: 5 weeks for development, planning and campaign launch

I D E A W Ö R K S

Photo shoot

Full day shoot to include a minimum of 150 photos featuring the following areas/locations:

- a. Gulf Breeze area businesses (with the exception of sites that already have professional shots on file)
- b. Gulf Breeze area/lifestyle shots
- c. Gulf Breeze community shots (focus on the people of the Gulf Breeze community)
- d. Includes professional photographer and creative director
- e. Photos provided on CD/DVD
- f. Photos become the property of City of Gulf Breeze upon final payment
- g. Cost: \$2,500

Estimated timeline: 5 days to complete shoot and photo corrections

Direct Mail Campaign

Development of three direct mail pieces to be sent out to prospective business owners who are looking to move to the area. Includes design and printing for 3 sets each of 1,000 full color direct mail post cards.

- a. Design and printing hard costs are included
- b. Printing includes 1000 each of three different post cards
- c. Printing specs include full color and 2-sided on coated mailer-weight card stock
- d. Cost: \$2,500
- e. *Does not include postage or mailing costs

Estimated timeline: 12 days for development, printing and shipping

I D E A W Ö R K S

Custom USB Drives

Design and production of (200) 512 KB, one-color-imprinted USB drives with interactive dash board loaded onto each. TEAM Santa Rosa/City of Gulf Breeze will provide documents to go on respective drives for IT/health science companies, hospitality and retail. Interactive information will be loaded onto sample drives (total of 15). Loading of information is included in cost.

- a. 200, one-color imprinted 512 KB round USB drives
- b. Interactive dashboard with proper files loaded on total of 15 drives, 5 for each of the 3 following industries: IT/health science, hospitality and retail
- c. Cost: \$3,207 includes standard-ground shipping (estimate from vendor, subject to change due to package weight) and set up fee for one color imprint and development of interactive dash board
- d. All interactive digital files for drives will be provided so that relevant information can be loaded on demand.

Estimated timeline: 14-21 days for development of interactive dash board, production and shipping of drives/2 days to load information on 15 drives

Inserts and Mailing Labels for Small Business Kits

Design and printing of 200 each of the mailing labels and inserts in 4 color process.

- a. 200 full color mailing labels (on crack and peel paper) for digital sales kits
- b. 200 full color inserts to go inside business start up kit
- c. Cost: \$448

Estimated timeline: 5-7 days for print production

Public Relations Stories & Social Media Marketing

A. Ideaworks will create a comprehensive public relations plan and will create and pitch relevant to editors in targeted publications. This is an on-going process to start from day one. Comprehensive plan will include calendar of relevant editorial features and will include information collected from the City of Gulf Breeze, TEAM Santa Rosa and interviews with Gulf Breeze area businesses. Includes research and pitch development as well as follow up with publication editors.

- a. Cost: \$2,300

I D E A W Ö R K S

Social Media Marketing

B. Ideaworks will set up a business profile page and “fan” page on Linked in and Facebook, respectively. Accounts will be tied to an accessible account for Facebook.

- a. Facebook Fan page
- b. LinkedIn profile page
- c. Cost: \$285

Estimated timeline: PR plan to include 3-4 month window LinkedIn & Facebook page set up estimated 4 days

Monthly Maintenance (optional)

Optional monthly maintenance packages include ongoing services for Web site maintenance, Search Engine Optimization, updates to Facebook and LinkedIn pages, ongoing PR or management of online advertising. Retainer services are billed monthly and can be cancelled at any time.

10 hours/mo.	\$950/mo.
20 hours/mo.	\$1,800/mo.

CRA
Revenue

1996	\$93,607.00	2004	\$380,635.00
1997	\$136,338.00	2005	\$554,821.00
1998	\$176,491.00	2006	\$598,381.00
1999	\$231,564.00	2007	\$898,951.00
2000	\$248,660.00	2008	\$801,636.00
2001	\$329,900.00	2009	\$802,252.00
2002	\$336,741.00	2010	\$843,105.00
2003	\$354,609.00		

Revenue Total(includes both City &County contribution) \$6,787,691.00

Reimbursements

County Incentive Grant	\$528,799.00
Hwy 98 Corridor Grant	\$450,000.00
Baptist Hospital	\$40,874.51
Santa Rosa Schools	\$29,095.27

Total Reimbursements \$1,048,768.78

CRA Total \$7,836,459.78

Expenditures

Year	Project	
1997	U.S 98 Corridor Study	
	Visioning Project	
	Landscaping Overpass	
	Year Total:	\$11,725.00
1998	U.S. Corridor Study	\$8,900.00
	Fishing Bridge Repairs	\$346,800.00
	Year Total:	\$355,700.00
1999	Access Management Study	\$27,529.40
	Sidewalks	\$29,043.00
	Beach Overpass	\$50,000.00
	Year Total:	\$106,572.40

2000	Rip Rap - Wayside Park West (grant match)	\$22,045.55
	Underground wiring	\$2,000.00
	Beach Road Plaza Sidewalk	\$31,261.34
	Highway 98 Improvements (Engineering)	\$20,683.32
	Paving Improvements (Health Dept, etc.)	\$15,867.75
	Resurfacing Shoreline	\$2,300.75
	Complete Sidewalk & Stormwater Drainage	
	Improvements on McAbee Ct	\$31,639.54
	Miscellaneous	\$3,165.00
	Year Total:	\$128,963.25
2001	First Phase of Underground Wiring	\$21,535.00
	Renovate Health Dept Building	\$105,411.05
	Shoreline turn lanes	\$49,640.72
	Wayside Park West	\$9,615.00
	Miscellaneous	\$675.00
	Year Total:	\$186,876.77
2002	Pensacola Bay Bridge Replacement Study	\$85,939.46
	Daniel Drive Extension	\$463,602.95
	Bay Bridge Sidewalk Improvements	\$1,000.00
	Miscellaneous	\$175.00
	Year Total:	\$550,717.41
2003	Pensacola Bay Bridge Replacement Study	\$145,475.14
	Daniel Drive Extension	\$141,259.32
	Miscellaneous	\$695.00
	Year Total:	\$287,429.46
2004	Pensacola Bay Bridge Replacement Study	\$43,587.45
	Daniel Drive Extension	\$998,053.93
	Ads & Memberships	\$1,300.00
	Professional Services	\$32,921.06
	Year Total:	\$1,075,862.44
2005	Daniel Drive Extension	\$577,071.10
	Professional Services	-3432
	Resurfacing	\$18,480.00
	Ads & Membership	\$695.00
	Year Total:	\$592,814.10
2006	Jehle Engineering (Baptist roadway & median)	\$16,262.64
	Dannheisser (Legal services w/in CRA district)	\$11,520.83
	Land Design Inovations (CRA design guidelines	\$46,591.88
	McDonald Fleming	\$7,673.21
	Other Professional Services	\$981.00
	1/3 Cost GBHS Marque	\$13,600.00
	Other Operating Supplies	\$478.24
	Sidewalks @ GBHS	\$15,215.00
	Daniel Drive Extension	\$117,848.17
	Ads & Memberships	\$1,017.45
	Road Resurfacing & Engineering	\$192,585.11
	Generator Transfer switches (5)	\$9,420.00
	Year Total:	\$433,193.53

2007	Dannheisser (Legal services w/in CRA district)	\$6,732.14
	Jehle Engineering (Baptist roadway & median)	\$3,500.00
	McDonald Fleming	\$24,240.30
	Land Design Inovations	\$44,700.20
	Baptist Health Care	\$3,360.00
	Street Lighting	\$5,049.11
	Road Resurfacing & Engineering	\$105,246.41
	Ads & Memberships	\$689.81
	Hwy 98 Improvements	\$628,288.93
	Baptist - Andrew's Institute	\$529,102.20
	Year Total:	\$1,350,909.10
2008	Professional Services	\$79,802.53
	Street Lighting	\$20,047.91
	Operating Expenses	\$101.00
	Memberships	\$805.13
	Hwy 98 Improvements	\$9,617.40
	Wayside Park Improvements	\$153.74
	Resurfacing	\$17,118.19
	Police Services	\$120,000.00
	YTD Total:	\$247,645.90
2009	Professional Services	\$85,130.00
	Utilities	\$28,826.00
	Street Lighting	\$25,000.00
	Operating Expenses	\$125.00
	Memberships	\$6,212.00
	Hwy 98 Improvements	\$344,826.00
	Resurfacing	\$2,500.00
	Police Services	\$126,000
	Transfers	\$29,000.00
	YTD Total:	\$647,619.00
2010	Professional Services	\$55,047.00
	Utilities	\$10,000.00
	Street Lighting	\$10,081.00
	Operating Expenses	\$240.00
	Memberships	\$530.00
	Capital Improvements	\$102,014.00
	CDBG Grant Match	\$-
	Police Services	\$45,333.00
	Transfers	\$9,666.00
	YTD Total:	\$232,911.00
	Expense Total:	\$6,208,939.36
	CRA Total:	\$7,836,459.78
	CRA Balance:	\$1,627,520.42

FY2010 Remaining Budget

Professional Services	\$59,603.00
Legal Services (\$8,000)	
Miscellaneous Consulting Services (\$30,000)	
Flower Bed Maintenance & Median Mowing(\$50,000)	
Annual Christmas Lighting (\$19,000)	
Street Sweeping (\$7650)	
Street Lighting	\$14,919.00
Utilities	\$20,000.00
Memberships & Ads	\$5,570.00
Team Santa Rosa (\$5,000)	
FRA & State Membership (\$1,100)	
CDBG Grant Match	\$100,000.00
Capital Improvements	\$300,341.00
Cost Allocation Transfers	\$110,001.00
Police Services (\$136,000)	
CRA Administration Fee (\$20,000)	
Median Maintenance Supplement (\$9,000)	
Budget Total:	\$610,434.00
CRA Balance:	\$1,017,086.42



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 5, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: PROPOSED HOUSE BILL 325, CAMERAS AT RED LIGHTS

Attached is a summary of House Bill 325 prepared by the Florida League of Cities. The bill is co-sponsored by Clay Ford. Upon review of the major aspects of the proposed bill, it appears to address the issues well as far as the City is concerned.

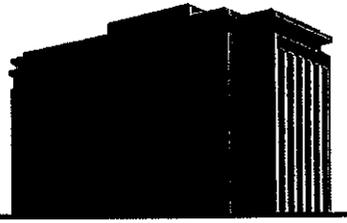
RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT A RESOLUTION URGING THE LEGISLATURE TO APPROVE HB 325 FOR ADOPTION ON MONDAY, MARCH 15, 2010.

EAE:msr



LEGISLATIVE ALERT



IMMEDIATE ACTION REQUESTED

March 4, 2010

Cameras at Red Lights/ Urge House Members to Co-sponsor bill

Several bills have been filed this session relating to traffic infraction detectors (cameras at red lights). The League supports **CS/HB 325 (Reagan)** and **SB 294 (Bennett)**, which clarify local government authority to utilize cameras at intersections to enforce state traffic laws relating to the running of red lights.

The sponsor of CS/HB 325, Rep. Ron Reagan, has asked for assistance in getting House members to co-sponsor his bill. To date, the following House members currently co-sponsor the bill:

Rep. Clay Ford
Rep. Mike Horner
Rep. Matt Hudson
Rep. Evan Jenne
Rep. Rick Kriseman

Rep. Ari Porth
Rep. Richard Steinberg
Rep. John Tobia
Rep. Charles Van Zant

In all the versions of the bills, violations captured by the cameras are considered civil (not criminal) offenses and no points will be assigned to the owner's motor vehicle record. However, FLC supports HB 325 and SB 294 because they do the following:

- authorize local governments to utilize state rights of way to install traffic infraction detectors (cameras) and specify that a local government must authorize the state to install cameras within the municipal or county boundaries;
- establish a maximum fine of \$150.00 for tickets issued through a traffic infraction detector system and distribute the revenues in the following manner: \$75 is retained by the local government that initiated the camera program, \$55 is remitted to state General Revenue fund; and, \$20 is distributed to trauma care centers, rural hospitals, and public hospitals;
- include language that "recognizes, validates and ratifies" any enforcement action taken by a local government using a traffic infraction detector installed up to one year after the FDOT specifications are adopted. (This provision is vital to local governments because it provides authority to cities that have already installed traffic detectors and invalidates the basis for many of the lawsuits that have been filed against local governments).

Please contact your House Members, who are not listed above, and urge them to co-sponsor HB 325.

Should you have any questions, please contact Scott Dudley at the League at 850-701-3656 or e-mail: sdudley@flcities.com



City of Gulf Breeze

March 3, 2010

TO: Edwin A. Eddy, City Manager

FROM: Marita Rhodes, City Clerk *MR*

SUBJ: **NOMINATION FOR DEVELOPMENT REVIEW BOARD ALTERNATE**

At their last regular meeting held on Monday, March 1st, the City Council appointed two alternates to serve on the Board of Adjustment. It was noted at that time that it would be helpful if the Development Review Board also had alternates. On rare occasions a meeting has had to be rescheduled due to a lack of a quorum.

Councilman Henderson has submitted a nomination for Ms. Samantha Rine to be an alternate on the Development Review Board. Ms. Rine and her family have lived in Gulf Breeze for a number of years and are active in church, schools and the volunteer Fire Department.

RECOMMENDATION:

That the City Council appoint Ms. Samantha Rine, 203 North Sunset Boulevard, to be an alternate on the Development Review Board, term to expire in 2012.

Samantha Rine
203 N. Sunset Blvd.
Gulf Breeze, FL 32561

February 28, 2010

Ladies and Gentlemen,

My name is Samantha Rine and I would like to be considered for a position on the Gulf Breeze Development Review Board. I grew up in a small Texas town similar in size to Gulf Breeze. My father served as City Manager for 25 years so I am familiar with the workings of city government.

My family and I first fell in love with Gulf Breeze when my husband was stationed in Pensacola with the Navy in 1994. We vowed then that one day we would make this community our permanent home and we have done just that. Our children are flourishing in the Gulf Breeze schools. Our daughter is a sophomore and our son is a sixth grader. My husband, Doug, is a member of the Gulf Breeze Volunteer Fire Department and we are members of Gulf Breeze United Methodist Church. I hold a Bachelor of Arts Degree from Texas A&M University. My previous work experience includes directing the freshman orientation program at Texas A&M, teaching in public and private schools, and directing the Polk County Chapter of the National League of Junior Cotillions. Currently, I am the director of the Emerald Coast Chapter of the National League of Junior Cotillions and I am a member of the Junior League of Pensacola.

I believe that a community can improve through the help and hard work of its citizens. As a member of the Development Review Board I would cooperate with the other members to ensure that Gulf Breeze grows into an even better place for future families to love and call home.

Sincerely,

Samantha Rine



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: March 4, 2010

SUBJECT: **Correspondence from Elise Evans concerning Landscaping at the Gulf Breeze United Methodist Church**

As per your request, I reviewed the correspondence received from Mrs. Elise Evans regarding the landscaping at the Gulf Breeze United Methodist Church. I am not exactly sure what area she is referring to; however, I believe it is the area between the small chapel parking lot and the Fairpoint Place Right-of-Way (please see the attached aerial photograph). Mrs. Evans' letter infers that the area was planted as part of the Benson Building Addition. After reviewing the construction plans for the project, the area which she is referencing is outside the limits of the original construction project and would not be subject to scrutiny.

Since her letter is unclear as to the exact location, Marita and I will setup an onsite meeting with her next week so that we can pinpoint the location and hopefully address her concerns. At the same time, we will also address the concerns regarding the lighting.

If we can arrange a meeting with her prior to the Executive Session, we can provide the City Council an update Wednesday night. If not we include it in the agenda packet for the regular session.

CSC
Attachment

11 Fairpoint Place
Gulf Breeze, FL 32561

March 4, 2010

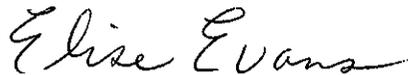
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL

Gentlemen:

This is the third winter season since the Gulf Breeze United Methodist Church replanted the area under the trees between their chapel parking lot and Fairpoint Place. These plants do not meet the specifications of the city's Land Development Code. The plants are neither opaque nor evergreen. Each winter (not just this particularly cold season) the plants drop their leaves and offer no screen at all. The church has a sprinkler system that, in the past, they did not use in the winter, but this year they did not use it at all. The bushes that were there when the church acquired this commercial property might have eventually offered the screen necessary between their property and the homes on Fairpoint Place, but they had crown rot and were removed. The plants should be replaced with evergreen shrubs of the correct height and fullness to provide the required screen.

The church recently installed two light posts in the front of the entrance of the chapel (on Nightingale Lane). These daylight bright lights add to the light pollution in the area at night. Could the church add a timer and motion detection to these light posts so they go off at night like the ones near the Music Building?

Very truly yours,



ELISE EVANS

Copy to:
Mayor Zimmern
Mr. Fulford
Mr. Henderson
Mr. Morris
✓Mr. Schluter



Gulf Breeze Police Department

Chain of Command

Date: 2-16-10

To: DC Randle

From: L. Pate 819

Re: VIPS good deed

On today's date, VIPS Troy and Bertsch were listening to a holo put out on a wanted person. A short time later, they called Dispatch, and alerted us that the wanted person was Westbound on U.S. 98. Our units went to the area, and were able to apprehend the subject. His arrest cleared up one of our cases, and two of Santa Rosas. He was also driving on a suspended license.

These two VIPS showed alertness to their surroundings, and close listening to communications. Due to their actions, a wanted person was taken off of the street.



Commission for Florida Law Enforcement Accreditation, Inc.

3504 Lake Lynda Drive, Suite 380 ~ Orlando, FL 32817
(800) 558-0218 ~ (407) 897-2828 ~ Fax (407) 275-4174

February 23, 2010

Chief Peter Paulding
Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, Florida 32561

Dear Chief Paulding:

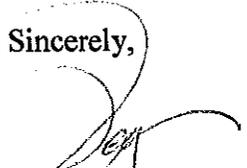
I am writing you to commend Lieutenant Rick Hawthorne for the outstanding job he did as Assessor for the full-compliance assessment of the Altamonte Springs Police Department. Lieutenant Hawthorne was part of a team of assessors December 1 through December 3, 2009 that reviewed files, conducted interviews, observed procedures, engaged in ride-alongs, and ultimately provided a thorough assessment of the agency's compliance with the Commission's standards.

Lieutenant Hawthorne has been a participating member of the Commission's assessor pool since November of 2006. We are so grateful and appreciative of his service to the Commission for Florida Law Enforcement Accreditation and our staff.

We recognize that the only way we can sustain our superior pool of assessors is with the cooperation and generosity of CEOs like you. Your commitment and support of Florida's accreditation programs enables this Commission to succeed and remain the number one state accreditation program in the country.

Thank you for allowing Lieutenant Hawthorne and other members of your agency to participate in Florida's accreditation process as assessors. We could not survive without them.

Sincerely,


Peg Gant
Executive Director



Commission for Florida Law Enforcement Accreditation, Inc.

3504 Lake Lynda Drive, Suite 380 ~ Orlando, FL 32817
(800) 558-0218 ~ (407) 897-2828 ~ Fax (407) 275-4174

February 26, 2010

Chief Peter Paulding
Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, Florida 32561

Dear Chief Paulding: *Peter*

I am writing you to commend Lieutenant Rick Hawthorne for the outstanding job he did as Assessor for the full-compliance assessment of the Florida Department of Environmental Protection, Division of Law Enforcement. Lieutenant Hawthorne was part of a team of assessors December 8 through December 10, 2009 that reviewed files, conducted interviews, observed procedures, engaged in ride-alongs, and ultimately provided a thorough assessment of the agency's compliance with the Commission's standards.

Lieutenant Hawthorne has been a participating member of the Commission's assessor pool since November of 2006. We are so grateful and appreciative of his service to the Commission for Florida Law Enforcement Accreditation and our staff.

We recognize that the only way we can sustain our superior pool of assessors is with the cooperation and generosity of CEOs like you. Your commitment and support of Florida's accreditation programs enables this Commission to succeed and remain the number one state accreditation program in the country.

Thank you for allowing Lieutenant Hawthorne and other members of your agency to participate in Florida's accreditation process as assessors. We could not survive without them.

Sincerely,

Peg Gant
Peg Gant
Executive Director

Thank you!



City of Gulf Breeze Police Department

311 Fairpoint Drive
Gulf Breeze, FL 32561
850-934-5121
850-934-5127 fax
www.gulfbreezepolice.com

March 2, 2010

To: Edwin Eddy, City Manager

From: Peter Paulding, Chief of Police

Re: Volunteers in Police Service (VIPS) project update

The Gulf Breeze Police created its Volunteers in Police Service (VIPS) program in 2005 after adopting a recommendation of the Traffic Safety Task Force. The program has been very successful and has enhanced police visibility on Highway 98 by having civilians drive fully marked police cars for traffic calming and for motorist assistance.

Our initial VIPS force was 30 volunteers. That number remained relatively stable until this past year when the numbers began to reduce due to some volunteers moving from the area, some returning to the workforce in the current economic climate and some passed. Our low point occurred in September 2009 when we only had 22 remaining. We began a recruiting and training effort that culminated in a graduation of a supplemental force of 22 volunteers last Saturday, February 27. Our current VIPS strength is 46.

Since its inception, our VIPS have driven 70396 miles without incident. They have noted 1705 violations and the registered vehicle owners were sent courtesy warning letters. They have assisted 266 disabled motorists and have worked 7229 hours. Their efforts have saved at least one life when an unconscious motorist was discovered by VIPS John Crane and Walt Neikamp who summoned medical aid immediately when he was found in a diabetic coma. On February 16, 2010 VIPS Donna Troy and Bill Bertsch alertly summoned uniformed officers when they observed a wanted individual driving in the city. The arrest of the driver cleared one of our cases, two cases in the county and he was driving on a suspended license.

In addition to these actions, our VIPS services have increased over the years. They now transport our officers' vehicles to the garage for service which saves the officers time; staffed the Double Bridge Run, Methodist Church Run, Blue Angels weekend, July 4th weekend, Christmas parade; transport cruisers to odometer calibration required by Florida law; assisted us with our Mock Assessment prior to review for Accreditation; expanded patrols to the business district during holiday season to increase police visibility; transported 2 FEMA trailers from Birmingham, Alabama saving transportation costs; staffed the Andrews Institute opening; staffed the First Judicial Law Enforcement golf tournament; and helped us during both Hurricane Dennis and Hurricane Katrina.

VIPS member Don Shopmeyer was instrumental in the creation of the Seniors vs. Crime program which is sponsored by the State Attorney Generals Office. The program offers assistance to citizens with non-criminal complaints and acts as an ombudsman to solve contractor disputes, landlord/tenant complaints, shoddy workmanship or incomplete work complainants and any other civil matter that they can either recover funds or get work completed for elderly residents and others.

We believe that the assistance of the VIPS is a great asset to our police officers and provides a valuable assistance to our residents as well. Since the VIPS program has been in operation, we have seen a 20% reduction in traffic crashes in the city since 2003.

The Volunteers in Police Service project has won the Rocky Pomerance award for excellence from the Florida Police Chiefs Association and honorable mention from the International Association of Chiefs of Police Webber Seavey Award. We recognize the service of the volunteers annually by submitting the names of the eligible VIPS for the Presidents Volunteer Service Award, invite every VIPS to attend the city's annual dinner recognizing volunteers and we have extended our employee recognition program to include the VIPS and make a selection of the VIPS of the Year from the peer-based nominations we receive each fall.

Attached is the current roster of the VIPS that provide service to our program.