

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

MAY 12, 2010
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Development Review Board Referrals of May 4, 2010
 - I. June Biggs - 418 North Sunset Boulevard
Requests to Construct a 12.7' x 12/7' Uncovered Boat Lift Connected to Their Existing Pier
 - II. Richard Holifield - 38 Highpoint Drive
Requests to Construct a New Vinyl Retaining Wall
 - III. Kimberly & Alan Turner - 483 Deer Point Drive
Requests to Construct a Covered Boat Slip
- B. Discussion and Action Regarding Proposed Dredging of Woodland Bayou
- C. Discussion and Action Regarding Special Assessment Program for Harbortown
- D. Discussion and Action Regarding Special Event Request from The Bridge Bar and Sunset Lounge for Beer Tasting Festival, Saturday, May 29, 2010 11 A.M. - 7 P.M.
- E. Discussion and Action Regarding Special Event Request from Gulf Breeze Quarterback Club for a 5K Run to be held Saturday, September 4, 2010 7:30 A.M.
- F. Discussion and Action Regarding Decorative Fence - U.S. Highway 98
- G. Discussion and Action Regarding School Resource Officer Agreement
- H. Discussion and Action Regarding Acquisition of Fire Boat, FEMA Alternate Project #09
- I. Discussion and Action Regarding Gulf Breeze Pedestrian Overpass
- J. Discussion and Action Regarding Florida Department of Transportation - SB 1446 Landscaping Grant Architecture Consulting Services Contract - Workshop
- K. Discussion and Action Regarding Florida Department of Transportation - SB 1446 Landscaping Grant Architecture Consulting Services Contract - Payment of Invoice from Land Design Innovations in the Amount of \$4,318.93

Executive Session Agenda
May 12, 2010
Page Two

- L. Discussion and Action Regarding Community Development Block Grant - American Recovery and Reinvestment Act - Payment of Invoice from Jordan & Associates in the Amount of \$9,549.75
- M. Discussion and Action Regarding Amendment to City Purchase Policy
- N. Discussion and Action Regarding Community Development Block Grant
- O. Discussion and Action Regarding City of Gulf Breeze Comprehensive Plan

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

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

DEVELOPMENT REVIEW BOARD AGENDA

DATE: MAY 4, 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: 10-2000001

Request by: JUNE BIGGS
418 NORTH SUNSET BLVD
GULF BREEZE, FL 32561

Location: 418 NORTH SUNSET BLVD

Description: UNCOVERED BOAT LIFT

Project Number: 10-3000007

Request by: HOLIFIELD, RICHARD
38 HIGHPOINT DR
GULF BREEZE, FL 32561

Location: 38 HIGHPOINT DR

Description: SEAWALL

Project Number: 10-3000008

Request by: TURNER, KIMBERLY MARIE
483 DEER POINT DR
GULF BREEZE, FL 32561

Location: 483 DEER POINT DRIVE

Description: PIER

PLEASE NOTIFY ME BY MONDAY AT 934-5115 IF YOU CANNOT BE IN ATTENDANCE, SO THAT WE CAN BE ASSURED OF A QUORUM.

LESLIE GOMEZ
DEPUTY CITY CLERK

MINUTES
DEVELOPMENT REVIEW BOARD
May 4, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT

Bruce DeMotts
JB Schluter
John Schuster
Jo Ann Price

ABSENT

David Landfair
Terry Pape
Maureen Hill

STAFF

Shane Carmichael
Leslie Gomez

The meeting was called to order at 6:35 p.m. by Chairman Bruce DeMotts.

After the Roll Call, Invocation and Pledge, a motion was made by JB Schluter to approve the minutes as written. The motion was seconded by Jo Ann Price. The minutes from the meeting of April 6, 2010 were approved unanimously.

Mr. DeMotts asked if any members had any exparte communication regarding any of the cases presented before the Board. Jo Ann Price stated she spoke with Mrs. Biggs and Mrs. Turner but it would have no impact on her decision. Mr. Schluter stated he spoke to Mr. Turner and was his next door neighbor, but it would have no impact on his decision. Mr. DeMotts stated he did know the Turners but that would have no effect on his decision.

PROJECT NO. 10-20000001 – JUNE BIGGS, 418 NORTH SUNSET BLVD, GULF BREEZE, FL REQUESTING TO CONSTRUCT A 12.7'x 12.7' UNCOVERED BOAT LIFT CONNECTED TO THEIR EXISTING PIER.

Jason Taylor of Wetland Sciences presented the information for the uncovered boat lift. Shane Carmichael presented his staff report to the Board and answered questions.

After a brief discussion, a motion was made by JB Schluter to accept the project as presented with the stipulation that all permits are received by staff before boat lift is built. Jo Ann Price seconded the motion and the project was approved unanimously.

PROJECT NO. 10-30000007- RICHARD HOLIFIELD, 38 HIGHPOINT DRIVE, GULF BREEZE, FL, REQUESTING TO CONSTRUCT A NEW VINYL RETAINING WALL.

Shannon Joseph with Joseph Construction, Inc presented the information for the retaining wall to the Board. Shane Carmichael presented his staff report to the Board and answered questions.

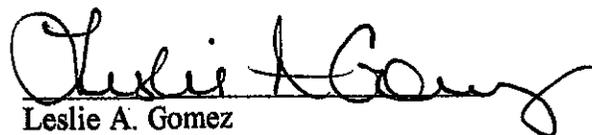
After a brief discussion, a motion was made by Jo Ann Price to accept the project with the requirement that a 45' degree return be added to the wall and the plans be amended accordingly. John Schuster seconded the motion and the project was approved unanimously.

Mr. Carmichael advised the Board that the project is classified as Level III Development and it must go to the City Council for final approval.

PROJECT NO. 10-300000008- KIMBERLY & ALAN TURNER, 483 DEER POINT DR, GULF BREEZE, FL, REQUESTING TO CONSTRUCT A COVERED BOAT SLIP.

No one appeared to present the Turner's case. Following past practices, Jo Ann Price made the motion to deny the project, John Schuster seconded and the motion to deny was approved unanimously.

As there was no other business to come before the Board, the meeting was adjourned at 6:5 p.m.

A handwritten signature in cursive script, appearing to read "Leslie A. Gomez", written over a horizontal line.

Leslie A. Gomez
Deputy City Clerk

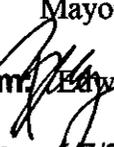


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/7/2010

Subject: Proposed Dredging of Woodland Bayou

Attached is a letter from Stephen Echsner on behalf of the Woodland Bayou Homeowners. The letter requests the City fund the cost of permit applications and engineering studies in order to prepare a project description and grant application for a major dredging program for most of Woodland Bayou. Previous dredging programs have focused on the entrance to the Bayou.

Stormwater fees are set at a level which offsets maintenance of current facilities. The current rate has not yet provided for the recovery of amounts used to match stormwater grants awarded to the City. If the City decides to fund this request from owners around Woodland it may lead to requests from the other owners groups around the other Bayous or elsewhere around the City.

The City has contributed to dredging each of the Bayou entrances due to stormwater runoff, the benefits to all citizens from the Bayous remaining open and because the City owns property along each Bayou. It may make sense for the City to contribute a portion of the \$27,570 and assess the owners of property fronting on the Bayou for the remainder.

If the grant is awarded, it is my understanding that a portion of the grant proceeds would cover the \$27,570 expenditure.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A PAYMENT OF \$2,750 TOWARD THE COST OF ENGINEERING STUDIES AND PERMITS FOR A GRANT APPLICATION TO DREDGE WOODLAND BAYOU AS DESCRIBED IN THE ATTACHED LETTER.



**LEVIN • PAPANTONIO
THOMAS • MITCHELL
ECHSNER & PROCTOR • P.A.**
PROFESSIONAL CORPORATION ATTORNEYS AT LAW

SCOTT C. BARNES
BRIAN H. BARR
M. ROBERT BLANCHARD
VIRGINIA M. BUCHANAN
STEPHEN H. ECHSNER
RACHAEL R. GILMER
PETE KAUFMAN
KRISTIAN KRASZEWSKI
KIMBERLY R. LAMBERT
FREDRIC G. LEVIN

MARTIN H. LEVIN
ROBERT M. LOEHR
KATHERINE McFARLAND
NEIL E. McWILLIAMS, JR.
Wm. JEMISON MIMS, JR.
CLAY MITCHELL
R. LARRY MORRIS
K. LEA MORRIS
PETER J. MOUGEY
TIMOTHY M. O'BRIEN

MIKE PAPANTONIO
MARK J. PROCTOR
TROY A. RAFFERTY
MATTHEW D. SCHULTZ
AMANDA SLEVINSKI
W. CAMERON STEPHENSON
MEGHAN M. TANS
LEO A. THOMAS
BRETT VIGODSKY
CHRISTOPHER M. VLACHOS

WILLIAM F. CASH III
(LICENSED ONLY IN OHIO)
OF COUNSEL:
ROBERT F. KENNEDY, JR.
(LICENSED ONLY IN NEW YORK)
BEN W. GORDON, JR.
LEFFERTS L. MABIE, JR. (1925-1996)
D.L. MIDDLEBROOKS (1926-1997)
DAVID H. LEVIN (1928-2002)
STANLEY B. LEVIN (1928-2009)

RECEIVED
MAY 05 2010
BY:

May 4, 2010

RECEIVED
MAY 05 2010
BY:

Ms. Beverly Zimmern
Mayor, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Mr. Dana Morris
Councilman, Seat A, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Mr. Joseph Henderson
Councilman, Seat B, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Mr. J.B. Schluter
Councilman, Seat C, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Mr. Richard C. Fulford
Councilman, Seat D, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Mr. Edwin "Buzz" Eddy
City Manager, City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

RE: Woodland Bayou Dredge Project

Dear Ms. Mayor and Councilmen,

The Board of Directors of the Woodland Lake Property Owners Improvement Association, Inc. hereby submits its request to the City of Gulf Breeze for funding of the entire application fee, including all required testing fees, for a permit to dredge Woodland Bayou. The association has received an estimate from Ecological Consulting Services, Inc., dated 4-26-10, in the amount of \$27,570.00 for the permit application fee and required testing fees, a copy of which is enclosed.

The dredging of Woodland Bayou is critical and requires immediate action. Dredging has been made necessary as a result of the storm water runoff that has collected, gathered and settled in the bayou since roadways, drainage and other improvements to the raw land have been constructed by the city and by private property owners around and beyond the property surrounding the bayou. The runoff has filled the bayou with sediment that has then been converted to "muck" that in some locations is more than several feet deep. Major storms are also a source of the sediment in the bayou. The major winds from hurricanes and tropical storms have caused massive amounts of leaves and limbs to fall and ultimately collect in the bayou that have then decayed and turned into "muck."

Re: Woodland Bayou Dredge Project
May 4, 2010
Page 2

The City of Gulf Breeze has adopted a storm water management program and now collects a storm water tax that is included in the monthly utility bills of every Gulf Breeze resident. The Board of Directors of the Woodland Lake Property Owners Improvement Association, Inc. believes that the dredging project, including all permit application fees, permits, the actual dredging itself and removal of the spoil should be paid for from this tax for several reasons. First, the storm water runoff that has created the "muck" problem in the bayou derives from a multitude of uses of many roads, streets, boulevards and lanes located within the City of Gulf Breeze by both property owners that touch the bayou and owners whose property do not touch the bayou. Secondly, the bayou is only one of the three Gulf Breeze bayous that is designated "navigable" and that allows all recreational boaters from Gulf Breeze to use the bayou for water activities with their boats.

The Board of Directors of the Woodland Lake Property Owners Improvement Association, Inc. understands that the City of Gulf Breeze has received funds from the Federal Emergency Management Agency (FEMA) as a result of its application for funds available from the federal government for Hurricane Ivan-related losses. A lot of the sediment deposited into the bayou through the years is a direct result of hurricane and tropical storm winds. The board cannot imagine any much better use of a very small percentage of these funds than to fund not only the application but the overall dredging project as well. The benefit of having a clean waterway located right inside the city will improve and maintain the quality of marine life in the local area and, most importantly, will improve the quality of life for all residents of the city who can and do use this body of water. These tangible benefits far outweigh the expense and cost to the city. Finally, the board believes that dredging of the bayou could qualify as a project under storm water management and storm debris clean up, thus qualifying for payment from these FEMA funds.

The board wants to remind the city that the Woodland Lake Property Owners Improvement Association, Inc. donated the sand from its channel to dredge the Deadman's Island Restoration project and continues its willingness to donate all other inventories of sand, including sand from the bayou dredge, to the Deadman's Island Restoration Project.

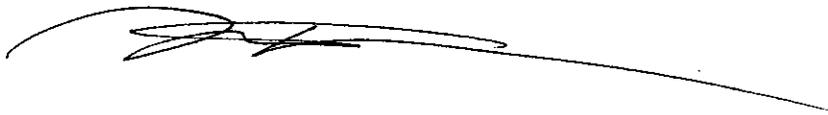
As mentioned above, the association has hired Heather Reed's firm, Ecological Consulting Services, Inc., for permitting and she is available to answer any specific questions pertaining to the permit, costs and time frames.

Please place this request for payment of the dredging permit application and testing fees on the agenda for discussion at the next regularly scheduled executive meeting of the Gulf Breeze City Council on May 12 and the regular council meeting on May 17. In the meantime, please do not hesitate to contact me or any member of the board whose names, addresses and phone numbers are listed below.

Re: Woodland Bayou Dredge Project
May 4, 2010
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Thank you for your consideration and time.

Very truly yours,



STEPHEN H. ECHSNER

Enclosure

cc: MEMBERS OF THE BOARD OF DIRECTORS OF THE WOODLAND LAKE
PROPERTY OWNERS IMPROVEMENT ASSOCIATION, INC.:

Mr. Jim Lively
10 Highpoint Drive
Gulf Breeze, FL 32561
932-3985

Ms. Kathy Sprague
26 Highpoint Drive
Gulf Breeze, FL 32561
934-3477

Mr. Allan Bell
6 Highpoint Drive
Gulf Breeze, FL 32561
932-9002

Mr. M. Alan Brock
9 N. Sunset Boulevard
Gulf Breeze, FL 32561
932-5248

Mr. Robby Youd
50 Highpoint Drive
Gulf Breeze, FL 32561
934-0471

Mr. Stephen H. Echsner
23 N. Sunset Boulevard
Gulf Breeze, FL 32561
932-5992

Ms. Heather Reed
Ecological Consulting Services, Inc.
38 S. Blue Angel Parkway, #346
Pensacola, Florida 32506
417-7008

Ecological Consulting Services Inc.
 38 S Blue Angel Pkwy #346
 Pensacola FL 32506

Estimate

Date 4/26/2010
 Estimate # 30

Name / Address

Woodland Bayou Association
 City of Gulf Breeze Applicant
 1070 Shoreline Park
 Gulf Breeze FL 32561

| Description | Qty | Rate | Total |
|--|-----|-------------------------|--------------------|
| ACOE/DEP Application to dredge Woodland Bayou (upfront payment) | | 800.00 | 800.00 |
| ECS preapplication meeting and proposal, research and permit application preparation | | 1,000.00 | 1,000.00 |
| Bathymetric Survey (no charge homeowner participation) | | 0.00 | 0.00 |
| Basic water chemistry (upfront payment) | | 300.00 | 300.00 |
| Basic Sediment contaminant test | | 80.00 | 80.00 |
| Basic Soil Grain Size | | 250.00 | 250.00 |
| Basic Porosity test | | 100.00 | 100.00 |
| Hydrographic survey (\$20,000) (two engineers and field tech with software analysis) | | 20,000.00 | 20,000.00 |
| Hydrographic analysis | | 2,000.00 | 2,000.00 |
| Certified Licensed Hydrographic engineer signed and sealed report (included with analysis report) | | 2,040.00 | 2,040.00 |
| Conceptual Drawings (\$500.00) | | 500.00 | 500.00 |
| Engineered drawing 1st set (500.00) (upfront payment) | | 500.00 | 500.00 |
| RAI changes (not included) Engineer drawing changes requested from RAI (not included) Additional soil samples (not included) | | | 0.00 |
| | | | 0.00 |
| | | Subtotal | \$27,570.00 |
| | | Sales Tax (0.0%) | \$0.00 |
| | | Total | \$27,570.00 |

Ecological Consulting Services Inc.
 hreed@ecologicalconsultingservices.com

850-417-7008
 1-866-513-7034



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

May 7, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: SPECIAL ASSESSMENT PROGRAM FOR HARBOURTOWN

Attached is a letter from Tammy Bohannon, Property Manager, for the Harbourtown Condominium Association, requesting the City finance the purchase of the parcels listed (and as shown on the attached aerial photo) by the special assessment process. The parcels in question are owned by Joe Campus and we understand the total purchase price will be approximately \$250,000.

The members of the association are interested in purchasing these parcels for potential development and realignment of access roads.

If the Council decides that the financing of this purchase by special assessment has merit, a series of Resolutions must be considered at Public Hearings to be advertised. The purchase cost plus interest would be assessed against each Harbourtown deed by recordation of a lien on the property for the proportion of the total amount assigned to be repaid. (The amount depends on the term of the repayment and interest.)

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE CONCEPT OF FINANCING THE PURCHASE OF THE LISTED PARCELS BY SPECIAL ASSESSMENT ON THE OWNERS OF HARBOURTOWN AND DIRECT STAFF TO PREPARE THE APPROPRIATE RESOLUTIONS AND ADVERTISE FOR PUBLIC HEARINGS.

4-28-10

Community Redevelopment Agency
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: Harbourtown Association

Dear Buzz,

The Harbourtown Association is formally requesting to have a Special Assessment Lien Improvement District to be levied in order for the Harbourtown Association to be able to receive financing through the CRA to purchase the south end of the road as referenced under Exhibit A below per discussion with the City Manager, Buzz Eddy, and Bond Director, Ed Gray.

The legal below as described by the Santa Rosa County Property Appraiser:

Lot 1:
HARBOURTOWN PHASE TWO BLK B LOT 1

Lot 1.2:
COM NW SEC COR THN S88°28'33" E ALNG N SEC LN 2211.95 FT TO POB THN CONT
1239.50 FT TO WLY R/W S R 399-A THN S38°07'33"E 208.35 FT THN S32°09'33"E 326.64 FT
THN S57°50'27"W 125 FT THN N32°09'33"W 218.17 FT THN N88°25'33"W 1328.59 FT THN
N1°31'27"E 320 FT TO POB AS DES IN OR 2320 PG 1664 LESS OR 488 PG 517 & LESS OR
521 PG 252 & LESS THAT PORT INCL IN PLAT FOR HARBOURTOWN PH 2

Lot 2:
HARBOURTOWN PHASE TWO BLK B LOT 2

Lot 3:
HARBOURTOWN PHASE TWO BLK B LOT 3

Lot 10:
GRASSY POINT ESTS LT 10 BLK B AS DES IN OR 2320 PG 1597 & OR 2700 PG 555

EXHIBIT A

Sales price to be \$250,000
Loan Amount 90%
15 to 20 year Amortization
3% initial Interest Rate
Fixed Rate for 1st 5 years @ 3%
Adjustable to an Index TBD every 5 years

The Harbourtown Association will provide the authority per the Covenants and Deed Restrictions upon membership approval but no later than June 1st, 2010.

Sincerely,

Tammy Bohannon
Harbourtown Manager

4-28-10

Community Redevelopment Agency
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: Harbourtown Association

Dear CRA,

The Harbourtown Association is formally requesting to have a special assessment district to be levied in order for the Harbourtown Association to be able to receive financing through the CRA to purchase the south end of the road as referenced under Exhibit A attached.

The legal below as described by the Santa Rosa County Property Appraiser:

Lot 1:
HARBOURTOWN PHASE TWO BLK B LOT 1

Lot 1.2:
COM NW SEC COR THN S88°28'33" E ALNG N SEC LN 2211.95 FT TO POB THN CONT
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N1°31'27"E 320 FT TO POB AS DES IN OR 2320 PG 1664 LESS OR 488 PG 517 & LESS OR
521 PG 252 & LESS THAT PORT INCL IN PLAT FOR HARBOURTOWN PH 2

Lot 2:
HARBOURTOWN PHASE TWO BLK B LOT 2

Lot 3:
HARBOURTOWN PHASE TWO BLK B LOT 3

Lot 10:
GRASSY POINT ESTS LT 10 BLK B AS DES IN OR 2320 PG 1597 & OR 2700 PG 555



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager
From:  Robert Randle, Dep. Chief
Re: Special Event Application
Date: May 3, 2010

The Bridge Bar and Sunset Lounge has submitted a special event application for a "homebrewing" and beer tasting festival at their location. The event will be on Saturday, May 29th (Memorial Day weekend) from 11am – 7pm. I have attached the festival information and map of the layout for the event. The event will take place inside and outside of the venue. There will be several artists exhibiting their art as well as food vendors and "craft brews" represented. There will also be live music during the event. The attached map shows the layout of the vendors and artists, which is inside the roped off shell parking area in front of the bar. They expect 200-300 guests throughout the day.

I have advised the Bar manager that they will be required to pay for an off-duty officer during the event. The officer will be there from 11am – 7pm.

This event is contingent on the bar being granted a one day license to sell and consume alcoholic beverages outside of the bar. Patrick Bolster has already met with the Beverage Department and has been told to wait until two weeks out from the event to apply for the temporary license. Patrick was told that there should be no problem on issuance of the one day license.

Shane Carmichael will provide information and requirements for the tents being utilized for the event.

This is a fund raising event with proceeds going towards the Belmont Arts & Cultural Center.

RECOMMENDATION: That the City Council approve the event contingent on the organizers receiving the temporary beverage license and satisfying the tent requirements.

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation



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 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

Date

Robert Ravello May 3, 2010
Police Department's Approval Date

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

Date Submitted _____

1. ORGANIZATION BEING REPRESENTED:

Name The Bridge Bar & Sunset Lounge
Address 33 Gulf Breeze Pkwy, 32561

2. PERSON REQUESTING PERMIT:

Name Patrick Bolster
Address 723 Valley Drive Pensacola, FL 32503
Phone (850) 221-0718

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

Name Patrick Bolster
Address 723 Valley Drive Pensacola, FL 32503
Phone (850) 221-0718

4. DATE, HOURS AND LOCATION OF EVENT:

May 29th, 2010 11am 7pm at the Bridge Bar & Sunset Lounge, 33 Gulf Breeze Pkwy.

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

Live music, Craft beer tasting w/tents, food & beverage vendors, Artists Galleries & tents, chance giveaways, silent auctions. Fundraising for the Belmont Arts Center. Estimated attendance will be 200-300 guests

Applicant's Signature/Date

Robert Rando May 3, 2010
Police Department's Approval/Date

City Manager's Approval/Date

Proposed Event: 2010 Brew, Art & Music (B.A.M!) Fest

Proposed Location: The Bridge Bar & Sunset Lounge & adjacent parking lot

Proposed Location Address: 33 Gulf Breeze Pkwy, 32561

Proposed Date/Time: May 29th, 11am to 7pm

Estimated Attendance: 200-300 guests

Event Objective(s): To provide more outdoor activities for Pensacola/Gulf Breeze area residents; raise funds for local non-profit organizations*; raise awareness of the fun of homebrewing and the homebrewing community; to utilize the potential of a fantastic outdoor entertainment location in Gulf Breeze Proper.

*The local non-profit that the event will be supporting this year is the Belmont Arts & Cultural Center. Other non-profits have not been explored but will be considered.

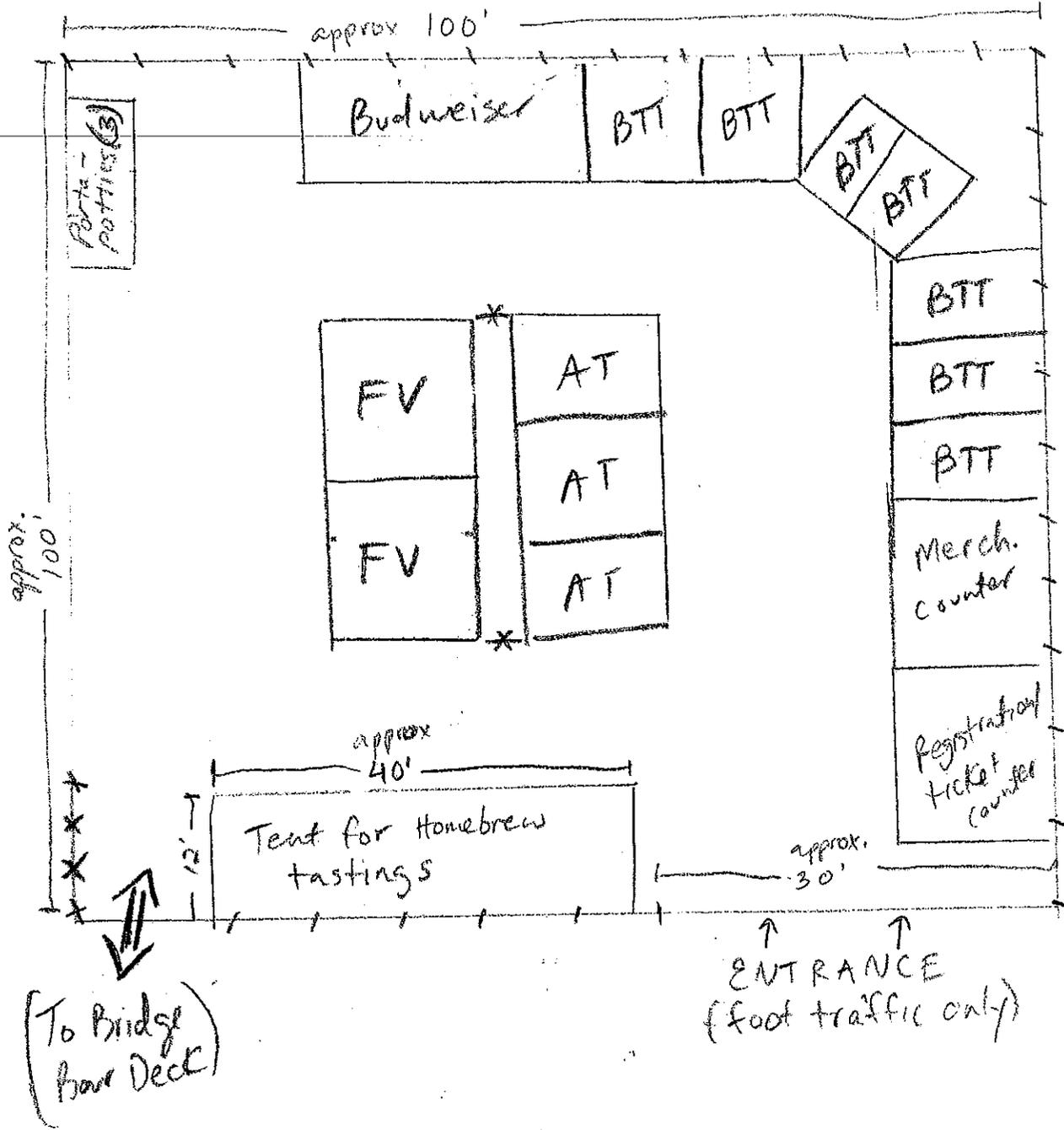
Proposed Event Activities: For fun stuff at the festival I'll have food and beverage vendors (including Guthries Chicken), a live homebrewing demonstration & beer tasting by the Escambia Bay Homebrewers Association, beer tastings provided by Lewis Bear Company, art galleries by local artists (including Joe Hobbs of the BACC), door prizes, chance giveaways, a silent auction, and live music by local artists.

Proposed Parking Plan: In addition to the utilization of all the parking spaces on the west side of Gulf Breeze Pkwy from the Bridge Bar to Jambalaya's Oyster Bar & Grill, valet services will be available to safely utilize the East side parking area for the public fishing pier.

Proposed Layout/Site Plan: Please see attached drawing

Conclusion: Since the proposed event will take place during Memorial Day weekend—a weekend which sees heavy, beach-going, tourist traffic—this is a great opportunity to provide a fun event for locals who choose not to participate in the Pensacola Beach festivities. This event will also be family friendly.

Top View of Bridge Bar parking Lot (not to scale)



Legend

x x x x = Temporary Barrier

— — — — = existing perimeter fence

BTT = Beer Tasting Tent

AT = Artist Tent

FV = Food Vendor



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager
From:  Robert Randle, Dep. Chief
Re: Special event application
Date: May 3, 2010

The Gulf Breeze Quarterback Club has submitted an application to have a 5K run on Saturday, September 4th at 7:30am. The run will start and finish inside of the High School stadium. This will be the first year for this event. The 5K route is identical to the St. Ann's 5K run – winding through Baycliffs and Plantation Hills.

This race will not require much traffic support and will be handled by on-duty officers.

RECOMMENDATION: That the City Council approve the application.





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

 3/9/10

Applicant's Signature Date





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

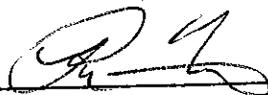
CITY OF GULF BREEZE

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

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

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

- (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

3/9/10
Date


Police Department's Approval

5/2/10
Date

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

3/9/10
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name O GULF BREEZE QUARTERBACK CLUB
Address PO BOX 564 GULF BREEZE FL. 32562

2. PERSON REQUESTING PERMIT:

Name RONNIE TIBBS
Address PO BOX 564 GULF BREEZE FL. 32562
Phone 850-777-9188

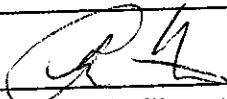
3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

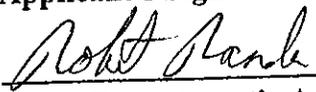
Name RONNIE TIBBS / VAUGHN NICHOLS
Address SAD
Phone 850-777-9188

4. DATE, HOURS AND LOCATION OF EVENT:

Sept. 4th
~~SEPT. 10TH~~ GULF BREEZE STADIUM AND 5K
RUN COURSE (SAME COURSE AS PEOPLE TO PEOPLE
5K @ ST. ANNE CHURCH)

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: 5K RUN TO BENEFIT THE GBQB CLUB

 3/9/10
Applicant's Signature/Date

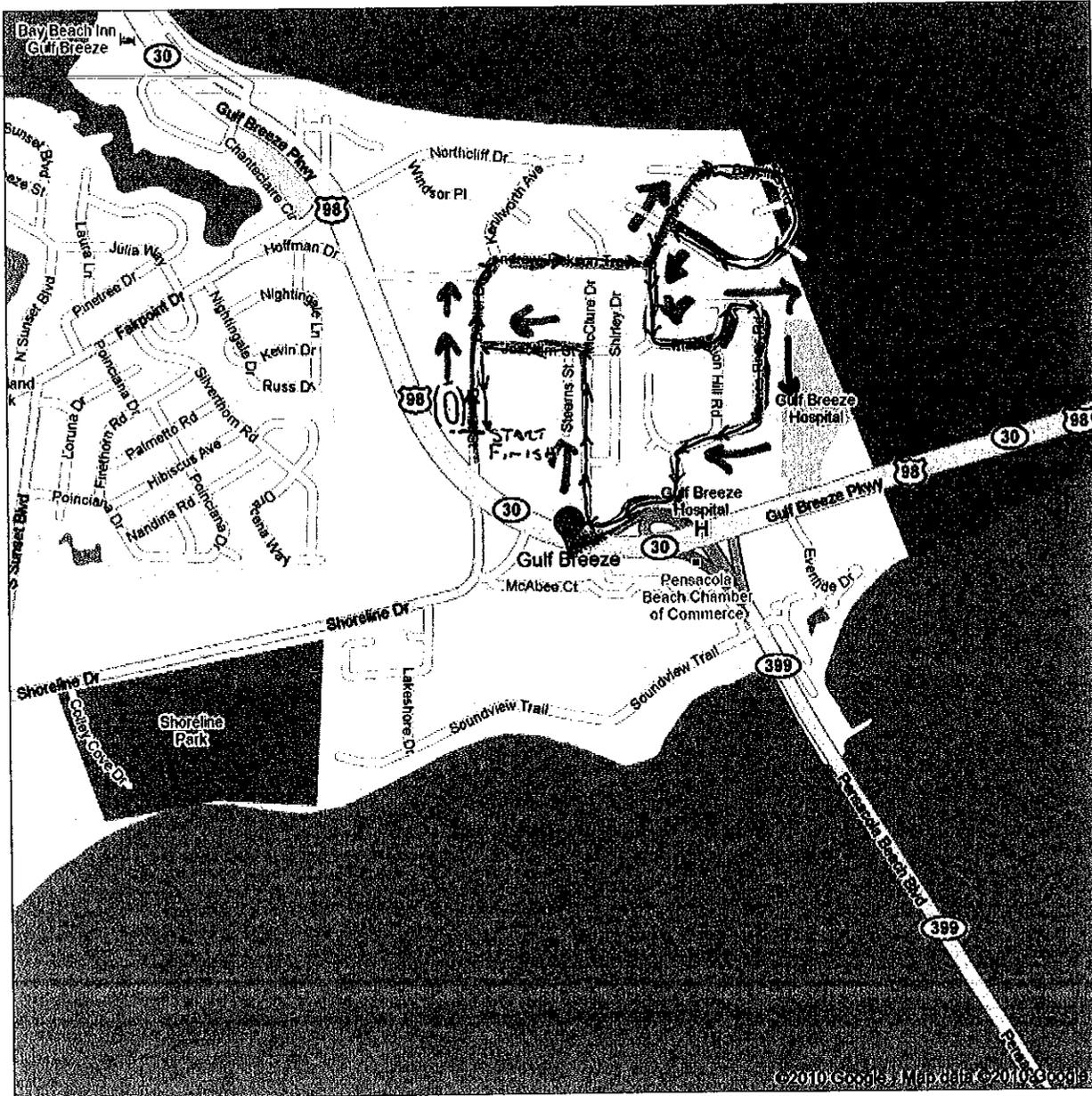
 5/3/10
Police Department's Approval/Date

City Manager's Approval/Date

Google maps Address Gulf Breeze, FL

Get Google Maps on your phone

Text the word "GMAPS" to 466453



GULF BREEZE QB CLUB 5-K

SEPT. 4TH @ 7:30 AM

5-K STARTS ON DANIEL DR. (BESIDE STADIUM)
FINISHES IN THE STADIUM



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: *Edwin A. Eddy*, City Manager

Date: 5/7/2010

Subject: **Decorative Fence- U.S. 98**

Attached please find the memo staff provided the Council on the subject listed above, for the March 10th Executive Session. The City Council agreed to spend \$279,556 from CRA funds to construct the fence. We advised the Council that the School Board agreed to pay one half of this cost making the City's total cost \$139,778.

Our request for the School Board to pay \$139,778 was denied. Their staff has agreed to revisit the matter with a recommendation to pay \$45,000. Further complicating this project is a survey completed by the contractor which revealed that some of the fence as proposed would have been on FDOT right-of-way. FDOT denied our request to encroach some 4' in areas in front of the elementary school and the east side of U.S. 98 along the foot ball practice field.

The School Board has agreed to allow the fence to encroach on their property and reduce the width of the drive on the north end of the elementary school campus by 4'.

The change in funding (if approved by the school board) means the City's contribution would be as follows:

| | |
|-----------------------|------------------|
| Total Cost | \$279,556 |
| School Board | \$ 45,000 |
| (Plus right-of-way) | |
| <u>Balance (City)</u> | <u>\$234,556</u> |

The funds are available within the CRA budget. It is essential that this project be completed before the landscaping is installed this fall.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET MONDAY, MAY 17, 2010 AS THE BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT AGENCY AND AUTHORIZE EXPENDITURE OF \$234,556 FOR PURCHASE OF A DECORATIVE FENCE ON U.S. 98.



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.

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.

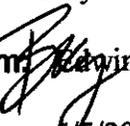


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/5/2010

Subject: School Resource Officer Agreement

Attached please find an agreement between the City and the School District of Santa Rosa County relative to the provision of two (2) School Resource Officers for the 2010-2011 school year.

The School District and the City will split the total cost including wages and benefits. The total cost to each party is \$67,485. This agreement is the same as the current year agreement.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SCHOOL RESOURCE OFFICER AGREEMENT FOR 2010-2011 AND AUTHORIZE MAYOR ZIMMERN TO SIGN IT.

SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT is made this the ~~9th~~ 27nd day of ~~June, 2009~~ May, 2010 by and between the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the CITY OF GULF BREEZE as follows:

WITNESSETH:

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

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

2.0 Employment and Assignment of School Resource Officers

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

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

3.0 Duty Hours

3.1 The maximum number of hours that a SRO officer shall be on duty in a workweek shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL DISTRICT OF SANTA ROSA COUNTY, at the direction of the Superintendent, his designee, or the Principal of the school to which the officer is assigned, and the GULF BREEZE POLICE DEPARTMENT, by the Officer in charge of the SRO Program.

3.2 The SROs shall be on duty at their respective school(s) from 30 minutes before the beginning of the student instructional day until 30 minutes after the end of the students' school day unless modified by the mutual agreement between the GULF BREEZE POLICE DEPARTMENT and the SCHOOL DISTRICT OF SANTA ROSA COUNTY by the Superintendent, his designee or the Principal.

3.3 It is understood and agreed that time spent by SROs attending court, or working juvenile and/or criminal cases arising from their employment, as an SRO shall be considered as hours worked under the Agreement.

3.4 Compensatory Time:

1. The SRO shall earn compensatory time in accordance with the provisions of Article XV, Section 5 of the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police.
2. All earned compensatory time shall be based upon the assignment of the Principal and Police Chief.
3. Except in cases of an emergency nature, the extra-curricular assignment is to be made prior to the accrual of the compensatory time.
4. Compensatory time will be used on school holidays observed by school board instructional personnel.
5. All SRO compensatory time shall be used by the SRO prior to the last day of post-planning of each school year, if time permits.
6. It shall be the responsibility of the Principal of the primary school to minimize the assignment of extra-curricular activities to the extent for which all compensatory time can be awarded and used by the SRO prior to the end of post planning, if time permits.

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

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

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

5.0 Duties of School Resource Officers

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

6.0 Chain of Command

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

7.0 Training/Briefing

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

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

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

- 9.1** Motor vehicles. The GULF BREEZE POLICE DEPARTMENT shall provide a marked patrol vehicle for each SRO. In addition, the GULF BREEZE POLICE DEPARTMENT agrees to:

- 9.11** maintain the vehicles assigned to SROs;
- 9.12** pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and
- 9.13** purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.

- 9.2** Weapons and ammunition. The GULF BREEZE POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.

- 9.3** Each SRO will be furnished a workplace in the assigned school that will include access to a phone, desk, and space for closet storage.

10.0 Transporting Students

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

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

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

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

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

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

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

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

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

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

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

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

11.131 That he/she has the right to remain silent;

11.132 That anything he/she says can be used against him/her in a court of law;

11.133 That he/she has a right to have a parent, guardian or custodian present during questioning;

11.134 That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;

11.135 That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and

11.136 That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.

11.137 That if the suspect is under 14 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in STATUTE.

11.138 That if the student is 14 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

11.2 Search Procedures

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

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

11.4 Arrest Procedures – School Related Crimes

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

11.411 Divert the juvenile from court by:

11.4111 Release

11.4112 Counsel and release

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

11.4114 Referral to teen court or juvenile civil citation

Formal Arrest

11.4121 File request for order to take into custody

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

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

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

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

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

11.61 Investigations Involving Students Under Age 14

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

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

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

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

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

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

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

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

11.62 Investigations Involving Students 14 Years of Age or Older

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

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

11.623 The SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation; and

11.624 The SRO or investigating officer shall make a reasonable effort to notify the student's parents or guardians and to offer them the opportunity to be present during the interrogation;

11.625 Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect;

11.626 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

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

13.0 Controlled Substances

13.1 School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.

13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should take action as allowed by Florida Statute. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be the discretion of the SRO.

14.0 Weapons

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

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

15.0 Riots and Civil Disorders

- 15.1** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- 15.2** If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent and the appropriate grade level director.
- 15.3** The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 15.4** If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 15.5** The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime, as allowed by Florida state statute within their jurisdiction.

16.0 Access to Education Records

- 16.1** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information.
- 16.2** SRO's shall also have access to student information including but not limited to demographics, grades, attendance and discipline.
- 16.3** This section subject to the Interagency Agreement for sharing of information.

- 17.0 Term of Agreement** – The term of this agreement is one year commencing on July 1, ²⁰¹⁰~~2009~~ and ending on June 30, ²⁰¹¹~~2010~~. The Agreement shall be renewed and extended annually for additional and successive one year terms unless notice of non renewal is given by either party, in writing, prior to June 30th of the initial or any succeeding term.

18.0 Consideration

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

18.2 The said compensation shall be paid by the SCHOOL DISTRICT OF SANTA ROSA COUNTY to the GULF BREEZE POLICE DEPARTMENT annually.

19.0 Indemnification

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

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

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

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Operations Agreement to be executed the day and year first written above. The parties affirm they have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

SANTA ROSA COUNTY SCHOOL BOARD

Signature: _____

Type Name and Title: Timothy S. Wyrosdick, Superintendent of Schools

Date: _____

CITY OF GULF BREEZE AUTHORIZING OFFICIAL

Signature: _____

Type Name and Title: _____

Date: _____

CITY OF GULF BREEZE IMPLEMENTING AGENCY REPRESENTATIVE

Signature: _____

Type Name and Title: _____

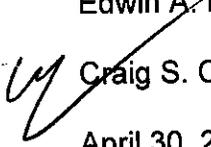
Date: _____



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Fire Chief

DATE: April 30, 2010

SUBJECT: Acquisition of Fire Boat, FEMA Alternate Project #09

As you are aware, after the City lost the Fire Boat, a replacement was identified as part of the Alternate Projects. It was endorsed by the City Council prior to the submission to FEMA. Both the State of Florida and FEMA have raised no objections to the acquisition of the vessel.

\$145,000 has been allocated for this project. The vessel will be equipped to handle multiple missions including search and rescue and fire suppression. Staff has prepared detailed specifications and is ready to move forward with soliciting bids from vendors who are capable of producing a commercial vessel designed for fire and rescue operations.

The specifications contained herein are the same as the previous fire boat with the exception of the length which has been increased from 22 feet to 25 feet. This enables us to increase the beam of the vessel which should aid in working off of the side of the vessel.

A brief overview of the specifications include:

- Hull length of 25 feet
- Twin counter rotating engines
- Dive door
- Center console and T-Top
- Fire pump with deck monitor
- Tow tower
- Radar, GPS and chart plotter
- Siren and light bar
- Loud hailer
- Marine radio
- Heavy duty aluminum trailer

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO SOLICIT BIDS FOR A 25 FOOT FIRE – RESCUE VESSEL (ALTERNATE PROJECT #09) AND AUTHORIZE STAFF TO SUBMIT THE EXPENDITURE FOR REIMBURSEMENT UNDER PW 3817.

attachment

CITY OF GULF BREEZE

Bid Specifications for 25' Fire / Rescue Boat

SCOPE

These specifications are intended to describe and establish minimum requirements for a 25' Fire/Rescue Boat for use on the coastal waters of the State of Florida. Due to the vessels potential to be operated continuously and during extremely adverse weather conditions and to ensure safety, the vessel must be unsinkable and constructed to the highest marine standards. **Standard recreational production models will not be considered.**

GENERAL REQUIREMENTS

The vessel must be manufactured in accordance with USCG, NMMA and ABYC guidelines. **The vessel must be unsinkable and self-bailing.** To ensure the City receives vessels of proven performance, the quoted hull must be in current production and have been in production for a minimum of 4 or more years and during that period a minimum of 200 hulls produced. The number of hulls built and in service will be taken into consideration when awarding this contract. Should questions arise, manufacturers will be required to submit names and phone numbers of clients who are currently using manufacturer's products. **NO PROTOTYPE HULLS WILL BE ACCEPTED.**

WARRANTIES

Copy of warranty (for commercial and government use) must be provided with bid and shall at a minimum include:

- Hull structure: 10 years from date of delivery against manufacturer defects.
- Accessories manufactured by manufacturer: 1 year from date of delivery against manufacturers defects.
- Engines, electronics and other accessories: To be warranted by manufacturer.

In the event the City sells or trades the vessel to another agency or civilian client, both hull and accessory warranties must be transferable to the new owners, pro-rated from the date of original delivery, and provided each respective warranty is within the periods specified above.

All vessels offered to the City must have provisions for warranty and service that would provide reasonable convenience to the user.

GENERAL SPECIFICATIONS

Centerline Length: 24'7" maximum

Beam: 8'

Draft: Not to exceed 16" with motors tilted up

Maximum Horsepower: 300

Dry Weight (excludes fuel, engines and gear): Not to exceed 3,575lbs

Person Capacity¹: 12

Swamp Capacity²: 7,000lbs.

¹ Hull must be capable of supporting, in accordance with level flotation requirements of the NMMA, at least TWICE the maximum rated load that the vessel can carry. The maximum load and person capacity shall be determined using the methods described by the National Marine Manufacturers Association rules for vessels under 26'. NOTE: Although these regulations are not required for craft over 26' they shall be applied to the vessel contained in these specifications.

² Swamp capacity is the amount of weight the boat will support when filled with water and must be attainable with all doors, sea cocks, watertight bulkheads and deck plates open. All interior spaces must be filled with water. No air pockets may contribute buoyancy to the hull when swamped.

HULL CONSTRUCTION

To ensure product longevity, the hull must be fiberglass and constructed with workboat laminate. Workboat laminate is defined as additional fiberglass and resin applied for strength and puncture resistance at a minimum rate of 20% greater than the same or similar hull offered on a recreational boat. It is to also include an additional 2 layers of 24 oz. woven roving for local reinforcing at the keel, chine, running strakes and 6 layers of 24 oz. woven roving for local reinforcing in the bow eye. Hull must not use wooden stringers.

The hull must consist of a fiberglass inner and outer hull chemically bonded to a foam core. Inner hull must be throughout 100% of interior spaces. All fiberglass surfaces must have smooth gelcoated surface developed from mold. To provide maximum buoyancy, void spacing between hulls must be filled with a closed cell non-absorbent foam which will not be affected by petro-chemicals and will be stable with age. To ensure hull rigidity, foam must fill 100% of void spacing, be of a minimum 2.5 pounds per cubic foot density and be completely chemically bonded to both inner and outer hulls.

Mechanical fastening of inner and outer hull is unacceptable. When questions arise as to the bond quality, manufacturers will be required to produce core samples from production hulls. Samples will be taken in locations as directed by the City and include both inner and outer hull borings. Samples will be provided at manufacturer expense.

To ensure smooth, dry ride, hull shall have Deep-V shape with heavy spray chines extending from centerline bow, above the waterline, aft down to waterline and extending

to transom. Bow shape shall be full, not pointed, to ensure that the vessel will not plunge through or submerge when running in steep following seas. The vessel must be capable of planing at a minimum speed of 18 mph and capable of speeds in excess of 40 mph. The vessel must be capable of allowing 6 men of 180 lb. to work over side simultaneously.

DECK CONSTRUCTION

For superior strength and minimum weight, decks are to be molded fiberglass with a phenolic core. For maximum safety all decks and fiberglass hatches will have aggressive non-skid pattern molded into the top deck surface.

HULL EQUIPMENT

Stainless Steel

All stainless steel hardware and fasteners must be alloy 316 grade quality.

Bow Eye / Stern Eyes

Bow eye to be stainless steel 5/8" as well as (2) stern eyes

Anchor Locker

Shall have a lockable latch for stowing and have aggressive non-skid for work platform.

Rubrail

Must be rubber and fastened to hull with stainless steel screws and high-grade marine adhesive. Rub rail must withstand ultraviolet rays and not become brittle with age or temperature.

Gunwales

Gunwales are to be upgraded to aluminum, powder coated haze gray to match hull color and have an aggressive non-skid pattern.

Cleats

5 x 10" stainless steel or marinium cleats secured by stainless steel machine screws tapped into Phenolic or 6061 T6 aluminum backing plates glassed into the hull during the molding process.

Rails

All aluminum rails must be minimum 1" schedule 40 pipe and attached with through bolts or fastened to Phenolic backing plates glassed into the hull during the molding process.

HULL COLORING AND LETTERING

Identification and Trim

All manufactures identification logos and trim must be black in color.

Hull Color

Exterior shall be gelcoated white in color and interior of hull shall be gelcoated haze gray in color. Gelcoat to be applied during molding process.

Custom Color Paint Stripe

12 inch fire engine red stripe.

Starts on back of transom, ends where side tapers to bow.

Hull Lettering

The lettering "FIRE - RESCUE" shall be included in the center of the 12 inch fire engine red stripe. The letters shall be reflective gold and have a black outline or shadow. The lettering shall be of sufficient size to clearly identify the vessel from a distance. The minimal acceptable size shall be 4 inches.

FUEL SYSTEM

Fuel Capacity & Tankage Requirements:

A minimum of 150 gallons provided by one or more independent tanks. Tanks shall be aluminum, baffled, primed and secured in place below a removable cockpit floor. Tanks must be pressure tested prior to and after installation. Tanks shall be installed in a fiberglass lined cavity to ensure against leaks propagating into hull areas. Copper tubing shall not be used in the fuel system, except for the fuel vents. The vents shall have a continuous copper loop. Fuel lines to terminate in a fuel manifold for engine distribution. Fuel fill and vent lines and fittings must be USCG certified and readily accessible for routine service.

CONSOLE AND OPTIONS

Console

Must be of fiberglass and secured by stainless steel machine screws tapped into Phenolic or 6061 T6 aluminum backing plates glassed into the hull and or decks during the molding process.

Stainless Steel Cut Water

Boat to be equipped with a Stainless Steel Cutwater to protect the bow area from obstructions in the water.

Side Dive / Rescue Door

The vessel shall be equipped with a removable side door to provide access to the water for any diving or recovery operations. The hull cutout shall have a stainless steel chafe plate to prevent damage to the hull. Sides of the vessel to be protected by a Heavy Duty Rubbing Strake down both sides of Boat. Below the rubbing strake there is to be an aluminum powder coated rescue rail for divers to hold on to.

T-Top

Commercial Grade Heavy Duty T-Top. Vertical tubes to be sleeved at locations where horizontal tubes are welded to vertical tubes. Minimum top size is 60" wide by 86" long to provide adequate sun protection for boat crew. Top vertical tubes to extend down into the boat deck and also be supported by the Center Console. All areas of the vessel where the T-Top is fastened to shall have backing plates. Top to have plates for the mounting of light bars, antenna's and other emergency equipment weighing up to 100 pounds. Top to have a locking electronics box for installation of radio's, etc.

T-Top to be fitted with four (4) floodlights mounted on the edge.

Towing Equipment

The vessel is to be equipped with an aluminum towing rail tower designed for towing of other vessels. Tow post to be installed in a manner in which it is properly braced to support loads. The boat shall also have an engine crash rail to keep the tow line above the plane of the engine.

OUTBOARD MOTOR EQUIPMENT AND INSTALLATION

Dual Engine Ready

The vessel is to be equipped with twin Yamaha 150hp 4-stroke counter rotation outboard motors.

Motor's to be installed by manufacturer. All controls, gauges harnesses are to be installed by manufacturer. The vessel is to come equipped with a stainless steel prop's that will give the boat optimum performance with the installed engines.

Gauges

The gauges that should come with the pre-rig are the following: Tach, Temp, Fuel, Trim, Volt and Water Pressure

NAVIGATION AND SAFETY EQUIPMENT

Fire Extinguisher

The vessel shall be equipped with a 5lb ABC extinguisher and must be mounted on port or starboard side of console.

Navigation Lights

Navigation lights must meet ABYC standards and must follow USCG requirements.

Electric Trim Tabs

Trim tabs shall be installed and trim switch must be located close to control binnacle for easy access while underway.

SEATING

Leaning Post

Must be of fiberglass or aluminum and secured by stainless steel machine screws tapped into Phenolic or 6061 T6 aluminum backing plates glassed into the hull and or decks during the molding process.

ELECTRICAL

The vessel is to be equipped with a standard 8 switched switch panel mounted under helm. Switches that should be consist of the following: Bilge, Nav lights.

A 2 x 12 Volt outlet, mounted on console port side of helm.

Cockpit lights shall be mounted under gunwale, (1) port and (1) stbd, color to be red.

Whelen 48" Ultra Freedom LED Lite Bar

Light bar to be mounted on t-top center location, lenses to be color red.

Unit to include siren P/A system and driver.

Battery System

To come equipped with a 3 battery system (2) starting battery's Group 24 950CCA and a Group 27 95 Amp Deep Cycle. The battery system shall consist of the following:

2 on/off battery switches

2 battery trays to fit proper batteries

Battery cables and terminals for batteries and engine

Battery isolator

Electronics

The vessel is to be equipped with the following Ray Marine Electronics:

VHF Radio – Ray218 or equal

C-90W Color Display Panel

18" 2KW Radar Antenna

GPS 125 Receiver

DSM300 Depth Sounder

SR 100 Weather receiver

Piratecom 3 Position Wireless Headset Intercom System.

All three positions shall be capable receiving audio from the VHF marine radio or customer installed VHF fire radio.

One of the positions shall be equipped with a PTT switch that is capable transmitting on the selected VHF marine radio or customer installed VHF fire radio.

FIRE PUMP SYSTEM

The vessel shall be equipped with a 20 HP Fire Pump System / Forward Installation

All Bronze & Stainless Steel Darley Pump

Thru Hull Intake System / Stainless Steel Strainer

Manual 3" Bronze Monitor in Bow Area with all Piping & Fittings Required / Mounted on Permanent Support System / Starter Wiring to Main Boat Electrical System

Fuel line to Boats Fuel Tank System

Water Testing under full pressure / Standard Discharge thru three gated 2.5" outlets

TRAILER

Commercial Grade Aluminum Trailer to include:

Load Capacity of 10,000 pounds

GVW rating of 8,000 pounds

Minimum Trailer weight of 2,000 pounds

15" wheels

two axles

Duru Flex Torsion Axle system (no springs)

2 5/16" ball

Steel Disc Brakes on both axles

Surge break actuator with electric reverse lock

Aluminum I Beam frame minimum size of 7.5"

Mounted Spare Tire

Upright Guides

Waterproof lights

Sure Lube Wheel Bearing Protection system

Tongue Jack with 8,000 pound capacity

Manual Winch

Spare tire and carrier.

TRAINING

The manufacture shall provide one day of onsite training to familiarize city personnel with the operation of the vessel. The training shall include operation of the fire pump system.

DRAFT



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: May 6, 2010
SUBJECT: Gulf Breeze Pedestrian Overpass

During the last few months, the City has been in communication with the Florida Department of Transportation concerning the repair and maintenance of the pedestrian overpass. FDOT has this maintenance project in their current work program for the overpass this fiscal year. The conversations have included a number of possibilities for the maintenance and repair of this overpass. FDOT has bid the repairs out and wants the City's input on color of the overpass.

FDOT wants to begin repairing the overpass early June 2010. Typically for bridge paintings, FDOT either matches the existing color or defaults to the standard color from the FDOT 560 specifications which is Grey - Federal Standard 595 Number 36622).

Staff has asked our CRA Standards and Guidelines Consultant, Land Design Innovations, Inc for their recommendations. Please find email attached with their response and recommendation.

Recommendation: That the City Council direct staff to advise FDOT that the City wants the pedestrian over pass to be painted based on LDI's recommendation of group FS34227.

David J. Szymanski

From: Eddie Browder [ebrowder@landbiz.com]
Sent: Friday, April 30, 2010 9:12 AM
To: David J. Szymanski
Cc: Edwin Eddy
Subject: RE: Color for pedestrian overpass
Attachments: PedBridgeColor.pdf

Dave,

We looked at applying an Italianate, Neoclassical, or Mediterranean color palette to the pedestrian bridge in keeping with the Urban Design Standards. However since the structure was not built in any one of these architectural styles, applying these colors would not look appropriate.

We choose instead to recommend a neutral green color. A green of medium earth tone is compatible with numerous styles. It also has the advantage of blending into the landscape (which is coming in Phase 2). On a broader level, green represents Gulf Breeze as a Tree City USA municipality and the emerald waters around her coasts.

Please find attached two images of attractive pedestrian bridges that are painted green. Please also find our recommended list of five colors. All of these selections would have a matt finish. Given the intense solar exposure and salt spray, we would not recommend a very dark color. When the dark colors fade the difference is more noticeable.

Based on a hardcopy printed on a laser printer, our first choice from this group is FS34227. However on the computer screen it is too grey. As noted on the color chart, these colors will vary greatly on computer monitors and printers. Another factor affecting the final appearance will be the color of the substrate (existing paint color). Therefore, **a final selection should only be made based on samples applied to the bridge.** I will be glad to review the samples with you on May 17th if they are ready.

Do you know if FDOT would be willing to replace the existing fencing with black vinyl coated chain link? Combined with the green color the darker fencing would make the entire structure recede into the landscape. Applying a concrete stain to the concrete parts of the ramps (other than the walk way surface) would complete the renovation. Concrete stain does not flake or peel off like paint does. It chemically reacts with the concrete to form a permanent bond. If FDOT will allow this we can help you pick out a green or brown stain to complement the green metal.

Regards,

Edward A. Browder, RLA, ASLA, CLARB
Vice President of Landscape Architecture
LAND DESIGN INNOVATIONS, INC.
 1770 Fennell Street, Suite 200
 Maitland, Florida 32751
 407-975-1273 (p)
 405-975-1278 (f)

 Before you print this e-mail please consider the environment. 

From: David J. Szymanski [mailto:dszymanski@ci.gulf-breeze.fl.us]
Sent: Friday, April 23, 2010 12:06 PM
To: Eddie Browder
Cc: Edwin Eddy

5/6/2010

Subject: Color for pedestrian overpass

Eddie,

Please go to this website <http://www.fed-std-595.com/FS-595-Paint-Spec.html> for the color wheel. We would like a recommendation based on the grant work that you have done and the perspective drawing of the overpass. Thanks in advance.

Dave

David J. Szymanski, PHR
Assistant City Manager
City of Gulf Breeze
(850) 934-5106 (Work)
(850) 934-5114 (Fax)
dszymanski@ci.gulf-breeze.fl.us

NOTE: Effective immediately the City of Gulf Breeze permanently archives 100% of email traffic which, under Florida's public disclosure laws may result in broad access to any electronic correspondence whether official or personal in nature.

PLEASE NOTE: Florida has very broad public records law. All e-mail communication with the City of Gulf Breeze may be subject to public disclosure.

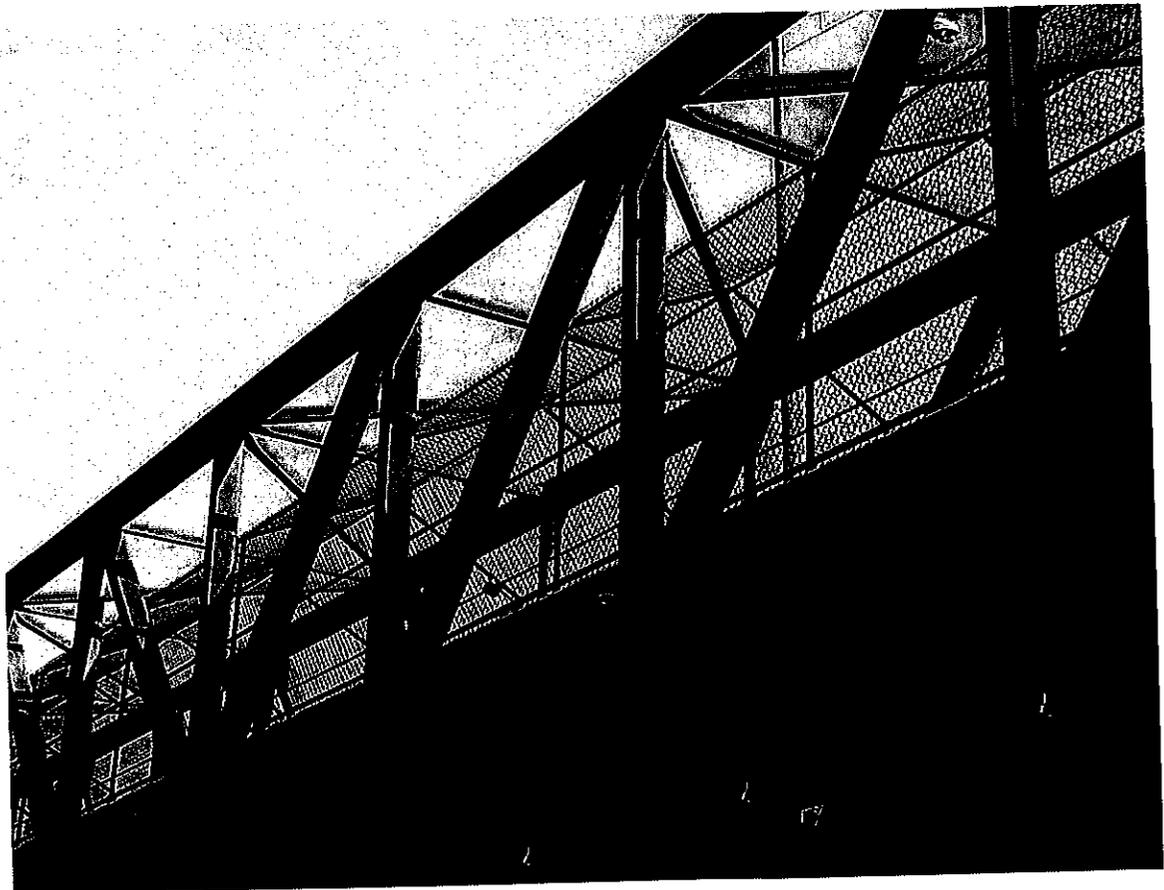
5/6/2010

CITY OF GULF BREEZE, US98 PEDESTRIAN BRIDGE COLOR OPTIONS

| | | | |
|--|----------|--------|-------------------|
| | FS 34128 | 4B654A | Deep Green |
| | FS 34151 | 536437 | Interior Green |
| | FS 34227 | 4D6B53 | Medium Gray Green |
| | FS 34230 | 2F6031 | Green |
| | FS 34258 | 6F8054 | Green |

NOTE: THESE COLORS ARE FROM THE FEDERAL STANDARD 595 PAINT SPEC. THESE COLORS WILL VARY BASED ON COMPUTER MONITORS AND PRINTERS. A FINAL SELECTION SHOULD ONLY BE MADE BASED ON A SAMPLE APPLIED TO THE BRIDGE.







City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: May 6, 2010

SUBJECT: Florida Department of Transportation - SB 1446 Landscaping Grant
Architecture Consulting Services Contract

In 2008, the City applied for a Florida Department Highway Beautification Grant in the amount of \$730,729. In early 2009, we were informed that we had not been selected for the grant. This past fall, we were notified that there was some money left over and the City had been awarded \$350,000 from the Florida Department of Transportation SB 1446 Landscape Grant program. There will be no match required for this grant. The only requirement is that we maintain the landscaping and irrigation facilities purchased with grant funds..

At the City Council meeting of February 16, 2010, City Council accepted staff recommendation that Land Design Innovations do the landscape design work for the Florida Department of Transportation - SB 1446 Landscaping Grant. Land Design Innovations, LLC would like to present to the City Council a conceptual drawing of the project at a workshop prior to the May 17th, 2010 City Council Meeting. In addition to the general public being welcome to the workshop, staff would like to invite the Architectural Review Board and the City Beautification Committee.

RECOMMENDATION: That the City Council set May 17, 2010, 5:30 p.m. as a Florida Department of Transportation - SB 1446 Landscaping Grant workshop to review LDI's conceptual drawing for the project.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: May 6, 2010

SUBJECT: Florida Department of Transportation - SB 1446 Landscaping Grant
Architecture Consulting Services Contract

At the City Council meeting of February 16, 2010, City Council accepted staff recommendation that Land Design Innovations do the landscape design work for the Florida Department of Transportation - SB 1446 Landscaping Grant.

LDI provided the City with a contract(workorder) for services of \$29,900. At the May 5, 2010 City Council Meeting, Council accepted the LDI contract and directed the City Manager to sign the contract for the City. Costs for these services will be paid for by the grant.

We received an invoice for \$4,318.93 for about 13.08% completion of the project. It has been verified and correct and ready to pay.

RECOMMENDATION: That the City Council direct staff to make payment to LDI for services in the amount of \$4,318.93 against the contract for Florida Department of Transportation - SB 1446 Landscaping Grant Architecture Consulting Services Contract.



LAND DESIGN INNOVATIONS

Incorporated

1770 Fennell Street, Suite 200
 Maitland, Florida 32751
 Phone: 407-975-1273
 Fax: 407-975-1278
 www.landbiz.com

Invoice

| | |
|-----------|-----------|
| DATE | INVOICE # |
| 4/16/2010 | 5513 |

RECEIVED
APR 29 2010

Mr. Edwin A. Eddy, City Manager
 1070 Shoreline Dr.
 Gulf Breeze, FL 32562-0640

| |
|--------------------------------|
| PROJECT NAME |
| 05059.07G/US 98 Streetscape CD |

| DESCRIPTION | | RATE | Prior % | Curr % | Total % | AMOUNT |
|--------------------------|----|----------|---------|--------|---------|----------|
| Urban Design | 1 | 3,910.50 | | 13.08% | 13.08% | 3,910.50 |
| Subtotal | | | | | | 3,910.50 |
| Reimbursable Expenses: | | | | | | |
| Hotel/Airfare/Car Rental | 1 | 246.70 | | | | 246.70 |
| Hotel/Airfare/Car Rental | 1 | 90.45 | | | | 90.45 |
| Hotel/Airfare/Car Rental | 1 | 13.57 | | | | 13.57 |
| Mileage Reimbursement | 80 | 0.35 | | | | 28.00 |
| Meals | 1 | 7.11 | | | | 7.11 |
| Meals | 1 | 22.60 | | | | 22.60 |
| Subtotal | | | | | | 408.43 |

We've moved!
 Please note our new address:
1770 Fennell St., Suite 200
Maitland, FL 32751

Thank you for the opportunity to provide you with our professional services.

| | |
|--------------|-------------------|
| Total | \$4,318.93 |
|--------------|-------------------|



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: February 4, 2010

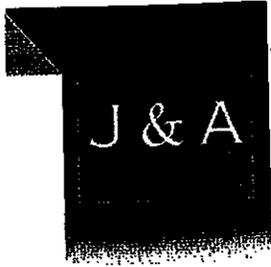
SUBJECT: Community Development Block Grant - American Recovery and Reinvestment Act

The City has been awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. There will be a \$119,8806 City match toward this grant that will be funded by the CRA. Staff recommended of Jordan & Associates for the CDBG Administrative Services and Council approved the recommendation on February 16, 2010.

We have received an invoice from Jordan & Associates for an Environmental Review(required by the grant) and three (3) months of administrative services. The invoice amount is \$9,549.75 against a contract of \$38,165.00. Remaining balance is \$ 28,615.25. All expenses are paid by the grant. The City payment request has been submitted to the State and monies have been received.

RECOMMENDATION: That the City Council authorize payment to Jordan & Associates of \$9,549.75 for Professional Services rendered.

INVOICE



580-2 Wells Road
 Orange Park, FL 32073
 904.264.6203 904.264.2190
 admin@jordangrants.com

DATE: APRIL 14, 2010
 INVOICE: 10-R07-01

TO: Edwin Eddy
 City Manager
 City of Gulf Breeze
 1070 Shoreline Drive
 Gulf Breeze, FL 32561

| LOCAL GOVERNMENT | GRANT NUMBER | PAYMENT TERMS |
|--|----------------------|-------------------|
| Gulf Breeze | 10DB-C4-01-67-02-R07 | Due upon receipt |
| DESCRIPTION | | AMOUNT |
| CDBG Grant Administration Services: | | \$ 9,549.75 |
| -Contract Amount | \$38,165.00 | |
| -Less Previous Payment | \$ 0.00 | |
| -Balance | \$38,165.00 | |
| -Current Invoice Amount | \$ 9,549.75 | |
| <i>(Environmental Review @ \$4,500 & 3 months administration @ \$1,683.25/month)</i> | | |
| -Remaining Contract Balance | \$28,615.25 | |
| TOTAL | | \$9,549.75 |

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City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: May 6, 2010

SUBJECT: Amending City Purchase Policy

The City has been awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. There will be a \$119,8806 City match toward this grant that will be funded by the CRA. One of the requirements of this award is for some new City policies and additional language to others. One the policies that needed modification was the Purchasing Policy.

Language was needed in the purchasing procedures to address bid protests. Staff reviewed our current policy and researched other cities policies. Attached is draft of the section to be added to your policy.

RECOMMENDATION: That the City Council accept staff recommendation and direct that the changes be added immediately to the current purchasing policy of the City.

Section 4 Purchasing Procedures

A. Bid Protests : Bidders who have responded to a formal bid request have the right to register a bid protest, if they feel that the City's actions in evaluating bids, or recommending the award of a contract, have been unfair or inappropriate. This policy outlines the steps which must be followed by City staff to ensure that bid protests are handled appropriately, including:

- providing advance notice of the award decision to unsuccessful bidders;
- responding to written objections to the City's decision and attempting to resolve disputes with bidders prior to a formal bid protest; and
- ensuring that the bidder's formal bid protest is registered with the City Clerk.

The City Clerk notifies bidders in writing, as soon as possible (and prior to award of a contract) if their bid is rejected due to an irregularity. The City Clerk notifies all bidders, in writing, of the results of the evaluation prior to the award of a contract. The notice explains the reason for the staff recommendation, and advises the bidder that objections to the recommendation must be made the City Manager, in writing, within three working days from the date of the notice otherwise, the award recommendation will proceed to approval.

B. Responding to Bid Objection: The City Clerk is responsible for providing an initial response to verbal bidder questions or objections to the City's decision. The response may be made either verbally or in writing, and where possible, will be made within 48 hours. If the bidder requires further information, the City Clerk will notify the bidder to forward specific issues and questions, in writing, to the City Manager.

The City Manager may arrange a meeting with the bidder, and will provide a written response addressing the bidder's concerns. The response will be provided, where possible, within 10 working days of receipt of the written bidder request. The decision of the City Manager is final.

The City Clerk is responsible for keeping a copy of each response, in the procurement file.

SECTION 1 PURCHASING POLICY

The objectives of the purchasing system shall be as follows:

1. To procure materials, supplies, equipment and services, other than professional, at the lowest cost, consistent with the quality and service rendered.
2. To establish clearly, the responsibility for the purchasing functions.
3. To exercise positive financial control over purchases.
4. To provide an efficient means of procurement which avoids duplication and overstocking.
5. To establish procedures for accurate purchasing records.

SECTION 2 DUTIES OF THE CITY MANAGER

The City Manager shall be responsible to the City Council for the proper conducts of the City's purchasing activity. To this end, he shall be empowered to appoint a purchasing agent and enforce the provisions of these regulations. The City Manager may serve as Purchasing Agent and/or appoint a member of his staff to perform the duties.

SECTION 3 DUTIES OF DEPARTMENT HEADS

Department Heads shall have the responsibility for establishing specifications of the equipment, materials, supplies or services to be purchased for items in their department budgets. They shall also have the responsibility of being sure all purchasing policy procedures and requirements are being met within their department.

SECTION 4 PURCHASING PROCEDURES

1. **Competitive Bidding:** All items purchased shall be subject to competitive bidding as required by law. The City Council may, however, waive the bid requirement.
The City shall solicit three (3) competitive quotes on purchases costing more than \$1,000. Items costing more than \$5,000 shall require the submission of written, sealed formal bids by vendor. Telephone or written quotes may be obtained for items costing less than \$5,000. Whenever feasible, at least three (3) bids shall be solicited on each item subject to formal bidding. Items under State Contract or under contract with a local government body

in Santa Rosa or Escambia County or the State of Florida, may be purchased without competitive bidding. In such cases the contract reference number must appear on the purchase order.

The City may reject any or all bids if it is determined that acceptance of the bids would not be in the best interest of the City, and retains the right to waive formalities and technicalities.

All formal bids will be opened at the time and place specified on the inquiry form and read in public. All bidders or interested parties may attend the bid opening. A tabulation of all bids received shall be available for the inspection of any interested party.

The City will make the award to the lowest and best bid. In determining the lowest and best bid, the City will consider other factors beside price. These factors shall include, but not be limited to: the trade-in value of specific makes of equipment as opposed to another; the life expectancy of the items to be purchased; the maintenance costs of varying models of vehicles and equipment; the experience and reputation of the bidder and manufacturer and any previous business dealings which the bidder has had with the City; and the quality and adaptability of the supplies of contractual services which are bid to the particular use required.

2. **Purchase Order:** The purchase order is the vendor's authorization to ship the equipment, materials or supplies as specified thereon. It constitutes the contract between the City and the vendor.

All purchase orders shall be prepared by Department Heads or the Purchasing Agent or the PA designee. The purchase order must include the department and complete account number to be expensed. A comprehensive description, along with model or catalogue number, number of units ordered, price per unit and **total** cost must be included on the purchase order. If estimated, the amount should be identified as such with reasonable estimation amount. Two signatures shall be required on the purchase order; that of the department head making the request and the City Manager or Purchasing Agent approving the expenditure.

Purchase orders will be distributed from on Central point. A log will be kept showing who each purchase order is distributed to and on what date.

Purchase orders shall be a four (4) part package, Original (white) copy to be sent to Finance Department for receipting of invoice, golden rod copy to be held in department for receiving purposes and then forwarded to Finance

Department to verify receipt of merchandise, yellow copy to be returned to original distribution point to be kept for numeric control and a pink copy to be retained by department heads for their files.

3. **Receiving Report:** The receiving report informs the Department Head that items listed on the purchase order have been received in either complete or partial quantity. The using department will inspect materials upon their receipt, and the receiving report will be signed by the person accepting delivery, and forwarded **promptly** to the Finance Department. Any variation in quantity shall be noted on the receiving copy of the purchase order. **If the materials delivered are not acceptable, the department head shall notify, in writing, the Finance Department the reasons for withholding acceptance and therefore, payment.** The Department head will notify the vendor the delivery is unacceptable and make arrangements to either correct or cancel the order and advise the Finance Department of this decision. The receiving report is forwarded to the Finance Department to be attached to the Purchase Order. Invoices will not be paid until a receiving report or notification of receipt of materials is submitted.

4. **Invoices:** An invoice is the vendor's notice of his charges to the City for materials or serviced rendered. Invoices are paid based on purchase orders and must contain substantially the same information including the purchase order number.

All vendors are to be advised to mail their invoices directly to:

**City of Gulf Breeze
Accounts Payable Department
P.O. box 640
Gulf Breeze, FL 32562-0640**

Under no circumstances should any invoice be mailed to individuals or departments or addresses other than shown above.

Upon receipt of the invoice by the Finance Department, it will be checked against the purchase order, the receiving report. Price extensions, addition, etc. will be verified and indicated as such by Accounts Payable Clerk. Should the invoice exceed the cost shown on the purchase order, the Department head will be notified and payment will be made only upon their authorization.

The completed purchase order, invoice and receiving report will be processed for payment, and be filed upon completion of payment.

SECTION 5 EXCEPTIONS TO NORMAL PURCHASING PROCEDURE

1. **Emergency Purchases:** In emergency situations, the Department Heads may authorize the purchase of necessary items if, to the best of their knowledge, the account to be charged has a sufficient unencumbered balance for the amount of the purchase or that funds are available for this purchase. These purchases may be made directly from the vendor. Emergency situations shall be defined as situations in which operation of the department would be seriously hampered, or when the protection and preservation of public properties would not be possible by submitting a requisition in the usual manner.
At the time of the purchase the department will secure, from the vendor, a sales ticket or invoice for the material. A purchase order will be made out in the usual manner, except that it will be noted as "an emergency purchase". The nature of the emergency shall be given on the purchase order. All emergency purchases must have the approval of the City Manager.

2. **Price Agreement Purchases:** The Department Head will consolidate requests for materials, supplies or services which are constantly needed by the City, for the purpose of obtaining bids on one large order. This will eliminate unnecessary warehousing, if the supplies may be obtained from the selected vendor at a specified price as they are needed. A price and delivery inquiry will be sent to the vendors, which will state an estimate of the probable needs for the commodity by the City over a certain specified time.
Upon determination of the lowest and best bidder, the Department Heads will inform the vendor selected of the City's acceptance of his terms. A contract will then be effected between the City and the vendor for the length of time specified in the bid inquiry.
Delivery is not to be made by the vendor until he/she receives a valid purchase order.

3. **Petty Cash Purchases:** The City Manager is hereby authorized to create petty cash funds and to designate the amounts and custodians of the funds. Routine purchases of items of less than \$50 may be made from petty cash. The following controls shall apply to all petty cash funds:

- a) No personal checks are to be cashed.
- b) Reimbursement is to be made only to personnel authorized by the Department Head. It shall be the responsibility of the Department Head to properly code or classify the item of expenditure and his written approval shall be taken as proper authorization for the custodian of the fund to charge his department when replenishing the fund.
- c) Reimbursement is not to be made until a valid receipt, invoice marked "paid" or certificate of expenditure is received by the fund custodian.
- d) All petty cash funds will be subject to audit at any time.

Custodians of petty cash funds are to requisition for replenishment when necessary. A Check Request form along with proper documentation will be issued to the Finance Department.

The City Manager may establish such additional rules and regulations regarding petty cash funds as he deems necessary.

4. Expenditures not requiring a purchase order: Certain items of expenditure may be processed for payment without submitting a purchase order. Expenses of this nature are usually recurring obligations of the City (telephone, utility service, postage, car allowance, etc) and the amount to be charged is not known until after a service has been performed or until after a specified billing period has elapsed. The department head will approve the expenditure and expenditure account number. Invoices for items totaling \$300 or less will not require a purchase order and may be approved for payment by the department head with approval stamp and signature.
5. Purchases made for under \$10: These items should be paid for at the time of purchase, (exceptions are purchases made at local vendors where we receive a monthly statement, i.e. Ace hardware, Walmart, etc) Employee shall be reimbursed immediately from petty cash funds upon proper presentation of receipts.
6. Public Auction Sales: Upon authorization by the City Council, the City may purchase items at public auction, when it is determined that a substantial savings may be realized over the current market price. The invoice for the sale will be attached to a Check Request form and forwarded to the Finance Department for prompt payment.

7. Temporary Help Procedure:

a) If temporary help is on a "short-term" basis (two weeks or less)
Issue a purchase order for the total dollar amount anticipated, include hourly rate, expenditure account number and total number of hours to be expensed.

b) If temporary help is on a "long-term" basis:

Issue a purchase order on a quarterly basis including the hourly rate, and expenditure account number.

Approved time sheet should be forwarded to Accounts Payable Clerk weekly.

SECTION 6 CAPITAL EXPENDITURES

Capital Expenditure allocation must comply with the following guidelines:

1. The item must cost more than \$1,000. If not, it is not to be capitalized, it should be expensed as an operating supply, maintenance and repair item or any other applicable line item.
2. The item must have a life expectancy of more than 5 years. If not, it must be expensed as any other applicable line item, *even if the cost is more than \$1,000.*

Individual items that cost less than \$1,000 may be put together to produce an item that costs over \$1,000, *however, they do NOT qualify as capital expenses.* Some examples are: police vehicle light bars, cameras, radios, fire hose, purchase of 20 items for a total of \$6,000 - does not qualify as the individual item cost is only \$600, computer items added to a qualifying P/C such as a printer, scanner, etc. Again, *Individual cost must be over \$1,000.*

- 3) Each item must be allocated to one fund. The cost of any one item cannot be split between different departments/funds. If the cost of the item is to be shared between funds it must be done in the following manner:

100% of the item is allocated to one fund.

Set up a "monthly reimbursement of capital expenses" sheet, example attached, and show the amounts that are to be reimbursed by other funds. This sheet should be completed and forwarded to the Director of Finance and a journal entry will be made to show this reimbursement.

- 4) Keep this in mind during budget time. Talk with the budget person and be sure the due/to due/from is set up.

SECTION 7 SURPLUS AND OBSOLETE PROPERTY

A department may have materials or equipment which is surplus to it's needs or which may have become obsolete. Surplus City property, other than real estate, which is to be sold will be advertised for bids by the City Manager. Property declared surplus by the City Manager shall be disposed of in accordance with City Ordinance # 4-69 (Chapter 2, Article 5 of the City Code) and applicable Florida Statutes.

SECTION 8 YEAR-END PURCHASING POLICY

- 1) Order all budgeted items prior to September 1st, current fiscal year.
- 2) Refrain from issuing any purchase orders after August 30th, current fiscal year.
- 3) If it is absolutely necessary to purchase an item after September 1st, you must personally walk your invoice and purchase order through the proper channels to the Finance Department for timely entry for fiscal year end.
- 4) There will not be any purchases made after September 15th unless you have prior approval of the City Manager.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: May 6, 2010
SUBJECT: Community Development Block Grant

The City has been awarded \$530,194 from the CDBG program. One of the requirements of this award is for some new City policies be in place. On August, 3, 2009, City Council directed staff to prepare the following items for action:

- 1) Citizen Participation Plan with a Citizen Complaint Process
- 2) Anti-Displacement Policy and Relocation Plan, Resolution 14-10.
- 3) Affirmative Action Plan

Staff has worked with Jordan & Associates (CDBG Consultant) to formulate the plans and resolution as they pertain to the CDBG program.. Attached is draft of the plans and resolution.

RECOMMENDATION: That the City Council accept and approve staff recommendation and direct the mayor to sign the plans and Resolution 14-10.

- B. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE NO. 12-09, ACCESSORY STRUCTURES

COVERED UNDER ORDINANCE SECTION ABOVE.

- C. SUBJECT: DISCUSSION AND ACTION REGARDING SWEEPING OF CURBS - U.S. HIGHWAY 98

COVERED UNDER COMMUNITY REDEVELOPMENT AGENCY MINUTES

- D. SUBJECT: DISCUSSION AND ACTION REGARDING COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Reference: City Manager memo dated July 23, 2009

Ord. 15-09

RECOMMENDATION:

287

That the City Council direct staff to prepare the following items for future action: (1) Approval of a Citizen Participation Plan with a Citizen Complaint process; (2) ~~Adopt a standard Fair Housing Ordinance;~~ (3) Approve an Anti-Displacement Policy and Relocation Plan; (4) Approve an Affirmative Action Plan and (5) ~~Approve a Community Development Plan and Procurement Policy.~~

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

- E. SUBJECT: DISCUSSION AND ACTION REGARDING COMMUNITY REDEVELOPMENT AGENCY BUDGET ADDITIONS

(COVERED UNDER COMMUNITY REDEVELOPMENT AGENCY MINUTES)

- F. SUBJECT: DISCUSSION AND ACTION REGARDING DANIEL DRIVE IMPROVEMENTS - CHANGE ORDER #2

(COVERED UNDER COMMUNITY REDEVELOPMENT AGENCY MINUTES)

- G. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF ITEMS FOR DEADMAN'S ISLAND PROJECT

City of Gulf Breeze, Florida
AFFIRMATIVE ACTION POLICY

I. AFFIRMATIVE ACTION PROCUREMENT OF MINORITY BUSINESS:

It shall be the policy of the City of Gulf Breeze to require each department, agency, entity, or agent of the City of Gulf Breeze to promote and assist small and minority businesses in gaining entry to do business with the City of Gulf Breeze. By assisting small and minority businesses, City of Gulf Breeze will help to expand and develop the small and minority business section in and around the City of Gulf Breeze.

For projects assisted by programs providing direct financial assistance from the U.S. Department of Housing and Urban Development (HUD), the City of Gulf Breeze will include the Section III clause of the Housing and Urban Development Act of 1968 in all contracts for work connected with the projects. The [Local Government] will also comply with the Section III clause, which requires:

1. To the greatest extent feasible, striving for 15% or a comparative equal to the minority percentage equivalent for the City of Gulf Breeze whichever is lesser, opportunities for training and employment are given to low income project area residents,
2. To the greatest extent feasible, striving for 15% or a comparative equal to the minority percentage equivalent for the City of Gulf Breeze whichever is lesser, contracts for work in connection with the project will be awarded to businesses located in, or owned in substantial part by persons residing in the project area,
3. Certifying that parties to the contract are under no obligation which would prevent them from complying,
4. Insuring that the contractor will send labor organizations with which he has had a collective bargaining agreement a notice stating his commitments under this section and post this notice in places available to employees,
5. Insuring that the contractor will include a "Section III Clause" of non-discrimination in every subcontract, and
6. Insuring that the contractor will not subcontract with anyone that has previously violated Section III requirements,
7. Obligate the contractor to provide a preliminary statement of work force needs prior to signing the contract;
8. Include Section III requirements in bid invitations and contract specifications;

9. Cooperate with the Secretary of Housing and Urban Development in obtaining compliance from the recipient's contractors;
10. Submit to compliance reviews by HUD when necessary; and
11. Permit HUD access to all required records, accounts, reports, books, etc.

II. AFFIRMATIVE ACTION - EMPLOYMENT:

It shall be the policy of the City of Gulf Breeze, Florida to insure that Equal Employment Opportunity practices are followed with each available job opening that should occur, in accordance with all State of Florida and Federal Statutes relating to non-discriminating in hiring practices:

1. The current employment of the City of Gulf Breeze, Florida has full time and full time equivalent employees which consist of 56 White males, 21 White female, 2 Black males, 0 Black females, 1 Hispanic males, 0 Hispanic females, 2 Asian/Pacific Islander males, 0 Asian/Pacific Islander females, 0 Native American males, and 0 Native American females.
2. As vacancies occur or new jobs are created, the City of Gulf Breeze shall give every consideration to minority and women applicants.
3. The City of Gulf Breeze assures that it will strive for employment percentages with future job openings that give equal consideration to minority applicants in order to attempt to maintain a percentage of minority employees that is representative and proportionate to the minority population of the City of Gulf Breeze, if possible, without discrimination of non-minority applicants who also meet minimum job qualifications.
4. As new positions become available through termination, attrition or newly created jobs, the City of Gulf Breeze will make every effort to further the City of Gulf Breeze's future affirmative action. Hiring goals will be to advertise, recruit and hire with equal consideration being given to minority applicants, attain a proportional percentage of minority employees relative to the City of Gulf Breeze's minority, female and low-income resident population who meet the minimum job qualifications and apply for job openings.
5. The City of Gulf Breeze's Council will abide by further affirmative action in its employment policy.

DEFINITIONS

1. **SMALL BUSINESS** - An independently owned and operated business concern which employs twenty-five (25) or fewer permanent full-time employees, and which has a net

worth of not more than one million dollars as applicable to sole proprietorships; the one million dollar net worth requirements shall include both personal and business investments.

2. **MINORITY BUSINESS ENTERPRISES** - Any small business concern which is organized to engage in commercial transactions, which is at least fifty-one (51) percent owned by minority persons and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession.
3. **CERTIFIED MINORITY BUSINESS ENTERPRISE** - A business enterprise which has been certified by the State of Florida Department of General Services as a minority business enterprise in accordance with the provision of the Small and Minority Business Assistance Act of 1985.
4. **A MINORITY** - For employment consideration purposes, minority shall be defined as Black, American Indian, Alaskan native, Pacific Islander, Hispanic or female (Black or White).

ACTION PLAN

In that the City of Gulf Breeze will continuously seek to administer programs funded in part or in total by allocations directly or indirectly from the U. S. Department of Housing and Urban Development, the City of Gulf Breeze will be bound by the provisions of Section III of the Housing and Urban Development Act of 1986, the Equal Opportunity Act, Executive Order 11246, and the City of Gulf Breeze's desire to enhance the opportunities for small and minority businesses and local businesses to participate in contracts with the City of Gulf Breeze.

To accomplish this objective, the City of Gulf Breeze Council establishes and implements the following steps to ensure the deployment of affirmative action in expenditures for contractual services, commodities and construction contracts:

1. To utilize the news media, Chamber of Commerce, State Department of General Services, local advertising, citizen advisory boards, regional planning councils, listings by federal agencies, and other appropriate sources to identify small and minority business concerns for possible involvement with the City of Gulf Breeze contracts.
2. To maintain and update the listing of small and minority business concerns and notify them of contracting opportunities with the City of Gulf Breeze.
3. To maintain records (copies of memoranda, general correspondence, etc.) To document that all steps in the action plan have been followed.
4. To establish or utilize an existing position to function as the equal opportunity officer to coordinate implementation of the Affirmative Action Plan with operators of City

of Gulf Breeze administered or City of Gulf Breeze funded projects and programs.

ADOPTED THIS _____ DAY OF _____, 20____.

Mayor

ATTEST:

RESOLUTION No. 14-10

A resolution of the City of Gulf Breeze adopting an anti-displacement policy and relocation plan as part of its participation in the Community Development Block Grant (CDBG) program.

WHEREAS, The City of Gulf Breeze finds it in the best interests of the community to participate in the Community Development Block Grant (CDBG) program as a way to provide improvements needed for the benefit of everyone in the community; and

WHEREAS, adoption of certain plans and policies is required for eligibility for CDBG funding.

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

The following plan is adopted as its

CDBG ANTIDISPLACEMENT AND RELOCATION PLAN

I. Displacement Avoidance Policy

The local government is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) funds will not cause unnecessary displacement or relocation. The CDBG program will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. The local government will also provide information to and keep citizens involved in the process regarding pending zoning and rezoning actions that threaten the preservation of residential areas. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that is of benefit to the public. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or businesses. However, voluntary temporary or permanent displacement may be necessary in order to achieve a benefit to a household or business (such as rehabilitation or replacement of the building). Such benefits shall be identified and requested by the displacee. Voluntary displacement may also occur when a property owner voluntarily offers his home or business property for sale to the local government. In these cases, the seller may be required to waive rights as a condition of sale of the property, and the Uniform Relocation Act provisions will govern actions of the local government and/or its representative. 24 CFR Part 570 is a governing document on displacement and is incorporated by reference. 49 CFR Part 24 provides Uniform Relocation Act information and is incorporated by reference.

II. Definitions of "Standard" and "Non-Standard Suitable for Rehabilitation" Dwelling Unit Condition

In the absence of federal and state provided definitions, the following is provided to establish a frame of reference and context when dealing with matters of displacement and/or relocation as defined in 24 CFR Part 570 and 49 CFR Part 24.

A. Standard Condition

A dwelling unit is considered standard if it has no major defects or only slight defects which are correctable through the course of regular maintenance. It must be in total compliance with applicable local housing and occupancy codes; be structurally sound, watertight and in good repair; be adequate in size with respect to number of rooms and area of living space and contain the following:

1. A safe electrical wiring system adequate for lighting and other normal electrical devices,
2. A heating system capable of sustaining a healthful temperature (consistent with normal, year round climatic conditions),
3. A separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall,
4. An appropriate, sanitary and approved source of hot and cold potable water,
5. An appropriate, sanitary and approved sewage drainage system,
6. A fully usable sink in the kitchen,
7. Adequate space and service connections for a refrigerator,
8. An unobstructed egress to a safe, open area at ground level, and
9. Be free of any barriers which would preclude ingress or egress if the occupant is handicapped.

Failure to meet any of these criteria automatically causes a dwelling to not be considered "standard."

B. Substandard Condition Suitable for Rehabilitation

A dwelling unit is considered substandard if it does not fully comply with the standard criteria, or has minor defects which require a certain amount of correction but can still provide safe and adequate shelter or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, a trained housing specialist must carefully inspect the dwelling and prepare a work write-up of repairs necessary to bring it up to standard condition. A cost estimate of repairs will be prepared based on the needs identified in the work write-up. If these costs are equal to or less than 65% of the value of a comparable replacement unit as obtained from more than one licensed contractor, the dwelling will be considered suitable for rehabilitation. If the predicted cost exceeds 65%, the unit will be deemed unsuitable.

This criteria is arbitrary, however, and the local governing body may authorize deviations based on the unique aspects of each dwelling, owner, tenant, etc. on a case by case basis. Each deviation so approved must be thoroughly documented.

Displacement Policy and Procedures

III. Provisions for One-for-One Replacement

The local government will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

1. The units will be located within the local jurisdiction.
2. The units will meet all applicable local housing, building, and zoning ordinances and will be in standard, or better, condition.
3. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only).
4. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending CDBG funds that will directly result in such demolition or conversion, the local government will make public and submit to the Florida Department of Community Affairs the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units;
3. A time schedule for commencement and completion of the demolition or conversion;
4. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units;
5. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
6. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy.
7. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

IV. Permanent, Involuntary Displacement

A. Provisions for Relocation Assistance for Residential Displacement

The local government will provide relocation assistance, as described in 24 CFR Part 570, to each low/moderate-income household involuntarily displaced by the demolition of housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of CDBG-assisted activities. Persons that are relocated are entitled to:

1. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance,
2. Advisory services,
3. Reimbursement for reasonable and necessary security deposits and credit checks,

4. Interim living costs; and
5. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association for a period up to 60 months (5 years).

B. Provisions for Non-Residential Relocation

Businesses, non-profit organizations, farms, etc., shall not be relocated unless the move is voluntary, essential to the project from the public view, and the owner waives his/her rights under the Uniform Act except for the following relocation assistance:

1. Actual moving and reasonable reestablishment expenses not less than \$1,000 nor more than \$20,000 equal to a prorata share for the period of interruption of operations of the average annual net earnings. Average annual net earnings are one half of the entity's net earnings before taxes during the two taxable years immediately prior to the taxable year it was displaced.
2. No other benefits will be provided and a signed waiver acknowledging this fact will be required.

V. Permanent, Voluntary Displacement and Relocation

If it is determined by the local government that occupants of a dwelling (not included in the rehabilitation or demolition/permanent relocation program) should be permanently relocated, due to CDBG activities, and the occupants voluntarily consent, the government will assist in the relocation to a decent, safe and sanitary dwelling unit. Benefits, if provided, will be limited to actual moving costs, counseling, and increases in monthly housing costs incurred by the occupant in an amount equal to the lesser of 60 times the increase or 30 percent of the person's annual income. 24 CFR Part 570 must be consulted to determine specific limitations.

Compensation to obtain replacement housing shall not exceed \$6,000 unless approved otherwise by the local governing body. Should the amount the tenant is entitled is expected to exceed this threshold, consideration shall be given to not performing the demolition or activity which would cause the displacement.

IV. Tenant Assistance Policy/Rental Rehabilitation

A. It is not the local government's policy to permanently displace families in rental units. Participating landlords will be required to warrant that the proposed rental rehabilitation will not cause any tenant to be permanently displaced unless the owner will be able to relocate the tenant displaced in accordance with HUD relocation criteria.

B. If it becomes necessary for an owner to permanently or temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the owner will assure that the tenant is offered a comparable, decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations. No tenant will be considered displaced if the owner has offered the tenant full financial compensation for moving, and a comparable decent, safe, sanitary and affordable rental unit and the tenant has declined the offer. However, rental rehabilitation will not be assisted with CDBG funds if the tenant lawfully refuses to relocate.

C. Should displacement become necessary for a LMI family as a result of the rental rehabilitation assistance, the owner will assure that tenants are provided the necessary financial assistance, information, counseling, referrals and housing location options regarding Federal Fair Housing rights, and other relocation services as needed without regard to race, color, religion, sex, familial status, age, handicap or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

VII. Temporary, Voluntary Displacement and Relocation

A. Persons occupying housing which is to be rehabilitated using CDBG funds must voluntarily agree to inclusion in the program and shall vacate the housing at the direction of the local government (or its CDBG Administrator), in order to facilitate the safe, timely and economical rehabilitation process. The Administrator shall determine the necessity for temporarily vacating the dwelling, and the appropriate duration, generally the entire rehabilitation construction period.

B. The CDBG budget is limited, necessitating that owners are responsible for finding and paying for (if necessary) temporary housing.

C. A moving/displacement allowance of \$300 will be provided each family unit so displaced. This allowance will be provided in two payments of \$150 each on move out and move back in.

D. The local government may provide a safe, decent and sanitary housing unit for use as temporary relocation housing. If financed with CDBG funds, the unit shall be available free of charge to temporarily displaced households for the time period authorized by the CDBG Administrator, generally for the period of rehabilitation construction. Households who occupy the unit shall have a \$75 refundable deposit withheld from their initial moving allowance payment. This deposit shall be refunded in full immediately after the relocation unit is vacated in a clean and undamaged condition. The deposit refund shall be denied in full or in part for payment of damages to the owner/lessee due to the occupant's (a) failure to properly clean or maintain the unit, (b) physical damage to the unit, (c) loss of keys to the unit, or (d) need for any special condition such as fumigation. A \$25 per day penalty may also be assessed for the household's failure to properly vacate the relocation unit when directed to do so by the CDBG Administrator.

VIII. Permanent, Voluntary Displacement and Relocation of Homeowners

A. Homeowners will have their homes demolished with CDBG funds only as a voluntary action, when rehabilitation of the dwelling is not feasible or cost effective. This form of demolition, with provisions for permanent replacement housing, is referred to as demolition relocation. CDBG funds available for permanent relocation assistance are limited. Therefore, financial assistance shall not exceed that described in the following paragraphs.

B. Selected homeowners who meet CDBG very low or low-income limits will receive demolition/relocation assistance not to exceed a locally adopted maximum dollar amount (unless approved otherwise by the local governing body). The amount will depend upon the actual cost of demolition and the replacement dwelling price, with limits based upon the number of bedrooms needed by the household to meet Section 8 standards. The dollar limits for demolition/relocation assistance are contained in the CDBG housing/Rehabilitation/Replacement Policies and Procedures Manual. The assistance amount may be further limited by budget constraints of the CDBG program, so that homeowners may be offered less than these limits. If an owner refuses to accept an offer of assistance, the dwelling will not be demolished and no assistance will be provided.

C. To the extent feasible, replacement units will be of comparable size and type as original units. Type shall mean single family detached, mobile/manufactured home, or attached. If the unit is attached (duplex, triplex) and the displaced owner also owns the other unit (s) as rental property, up to \$10,000 per unit shall be granted for construction of attached replacement units, provided that zoning and other applicable regulations allow construction of an attached unit (s), and that the unit (s) which will be

rented for a period of seven years to CDBG income eligible households at affordable rent levels. Affordable shall mean the average monthly cost for rent and utility charges (water, sewer, electric, gas) and shall not exceed 30% of the tenant household's gross monthly income.

D. Homeowners will be encouraged to relocate onto the property from which they were displaced or onto other property which they own, in order to reduce the cost of the replacement unit. Land shall be included as an eligible replacement unit cost only when the existing site is unsuitable due to inadequate size (based upon zoning or other applicable regulations) or location in a wetland or 100 year floodplain. Existing new housing that is in standard condition may also be approved as replacement housing if included in the CDBG program. Payment shall be disbursed only upon the CDBG Administrator's approval of the replacement unit, based upon the unit being new, affordable and standard.

E. If a homeowner chooses to not purchase a replacement dwelling, compensation shall be determined in the same manner as described in Section V. Compensation shall not be less than \$2,000. This type of assistance will generally not be approved, as there is no replacement unit provided pursuant to the Uniform Act requirements.

F. If space is available, displaced homeowners may be offered temporary replacement housing in one of the units which may be provided by the CDBG program for housing rehabilitation displacees (although there is not likely to be such units available). Moving and storage allowances will be provided as annotated in section VII.

IX. Appeals/Counseling

A. If a claim for assistance is denied by the local governing body, the claimant may appeal to the State and the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.

B. Counseling will be provided to displacees in the areas of household finance, fair housing rights, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by the CDBG Administrator to permanently displaced households to ensure that:

- No person is discriminated against based upon age, race, color, religion, sex, handicap, familial status, national origin, or presence of children in the household.
- Displacees receive information concerning the full range of housing opportunities within the local housing market.

ADOPTED AND PASSED THIS ____ DAY OF _____, 2010.

Beverly H. Zimmern, Mayor

ATTEST:

City Clerk

City of Gulf Breeze Florida
CITIZEN PARTICIPATION PLAN

In order to provide citizens with information concerning the Community Development Block Grant (CDBG) program, the **City of Gulf Breeze** will take the following actions:

- a. Make available to the public, in a reasonable and timely manner, information concerning the amounts of funds available for various activities and the range of activities that may be undertaken.
- b. Provide citizens with adequate notice of public hearings, which are to be held at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped. If a significant number of non-English speaking residents could reasonably be expected to attend a public hearing, an interpreter will be provided for the language expected to be represented.
- c. If any party representing low to moderate income persons requests assistance for developing a proposal for the CDBG, the governing body shall determine the eligibility of the proposed activity. If such activity is eligible for funding, the party's ideas will be discussed at the First Public Hearing in the CDBG application or amendment stage. Information available from the state regarding the application process will be provided to interested parties.
- d. Hold at least one Public Hearing to obtain the views of citizens on community development needs.
- e. A citizen advisory task force shall be established (composed of citizens of the jurisdiction) to provide input relative to all phases of the project process. Residents of low and moderate income neighborhoods shall be included in this task force. The task force members will be appointed by the governing body before the Second Public Hearing on the project. Members may be reappointed as a standing committee. The task force will meet at its discretion and will offer recommendations as it deems appropriate.
- f. Develop and publish a summary of the proposed application that will provide citizens with an opportunity to examine its contents and submit their comments.
- g. Consider any comments and views expressed by citizens on the proposed application and, if appropriate, modify the proposed application.
- h. Hold at least one Public Hearing to obtain the views of citizens on the final application prior to its submission to the department.

**GULF BREEZE, FLORIDA
CITIZEN PARTICIPATION PLAN**

Page 2

- i. Hold at least one Public Hearing during the grant implementation process to review the program performance. This may be combined with the Public Hearing on amendments, if any such hearings are required.

The following Complaint/Grievance Procedure will be followed for the CDBG program:

- a. Complaints or grievances may be filed by local citizens, property or business owners, or their representatives, on the basis of their belief of the CDBG program design or implementation which is inappropriate or illegal based upon such factors and environmental considerations or civil rights.
- b. Complaints shall be issued in writing to the chief elected official within 30 days of the perceived problem and delivered or mailed to the official address of the local government.
- c. The local government shall investigate the complaint/grievance and respond in writing within 15 days, although conclusion of the matter may take more than 15 days.
- d. The investigation may be performed by local officials, staff, consultants, the citizen advisory task force, or others as determined appropriate by the local government.
- e. If the party filing the complaint or grievance is not satisfied with the response, they may appeal to the Florida Department of Community Affairs.
- f. Nothing in this policy shall prohibit a person from filing a complaint with HUD or any regulatory agency or court. Housing discrimination complaints may be filed directly by calling the discrimination hotlines.

HUD: 1-800-424-8590
State: 1-800-342-8170

ADOPTED THIS ____ DAY OF _____, 20__.

ATTEST

Mayor



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: May 6, 2010

SUBJECT: City of Gulf Breeze Comprehensive Plan

A local government comprehensive plan is a dynamic document. While it is designed to provide certainty in the development of a city, it is also designed to respond to changes in a local jurisdiction. During the most recent comprehensive plan update workshops, Council had requested illustrations of how different heights might be represented on selective sites throughout the City.

Stephania Wilson's company Indever was contracted to provide 3 photo montages of selected areas within the City. These photos showed before and after pictures of the selected areas. This presentation was made at the most recent Council workshop for the Comprehensive Plan on April 28, 2010. The City has been presented with an invoice for this service. This expense is budgeted in the CRA for miscellaneous consulting services. The budget amount is \$30,000 and has a balance of \$13,000.

RECOMMENDATION: That the City Council meet on Monday, May 17, 2010 as the Board of Directors of the Community Redevelopment Agency and that the CRA Board authorize payment to Indever, Inc of \$4,500 for professional services rendered (photo montage preparation).

