

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

JUNE 16, 2010
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Swearing in Joseph Henderson to the U.S. Navy
- B. Discussion and Action Regarding Development Review Board Referral
 - I. Kimberly Marie Turner - 483 Deer Point Drive
Request to Construct a 4' x 175' Pier with a 16' x 16' Terminal Platform, a 3' x 47' Catwalk, and a 14' x 30' Boathouse Coverall 5' Above Mean High Water
- C. Discussion and Action Regarding Public Hearing on the City's Draft Comprehensive Plan
- D. Discussion and Action Regarding Award of Bid, Concrete Work at Hodges Park
- E. Discussion and Action Regarding Stock Pile of Old Electronic Equipment
- F. Discussion and Action Regarding FEMA Project #12, Purchase of Brush/Wood Chipper
- G. Discussion and Action Regarding Resolution Opposing Interbasin Transfer of Water and Establishment of Central Water Regulatory Commission
- H. Discussion and Action Regarding Engagement of Tetra Tech as Consulting Engineer for Fishing Bridge Deconstruction
- I. Discussion and Action Regarding Development Review Board Appointment
- J. Discussion and Action Regarding Florida League of Cities Annual Conference
- K. Discussion and Action Regarding Florida Department of Transportation - SB 1446 Landscaping Grant Architecture Consulting Services
- K. Information Items

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

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

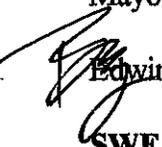


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

June 11, 2010

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: SWEARING IN OF JOSEPH HENDERSON TO THE U.S. NAVY

Councilman Joe Henderson asked for a place on the agenda to swear his son, Joseph, into the U. S. Navy.

DEVELOPMENT REVIEW BOARD AGENDA

DATE: JUNE 1, 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: 10-30000008

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
JUNE 2, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT

Bruce Demotts
J.B. Schluter
John Schuster
Jo Ann Price
David Landfair
Terry Pape
Maureen Hill

ABSENT

STAFF

Shane Carmichael
Marita Rhodes

The meeting was called to order at 6:30 p.m. by Chairman Bruce Demotts.

After the Roll Call, Invocation and Pledge, a motion was made by Jo Ann Price to approve the minutes of Tuesday, May 4, 2010, as written. Maureen Hill seconded. The minutes were approved unanimously.

Mr. Bruce DeMotts asked if any members had any exparte communication regarding the case before the Board. Jo Ann Price stated she spoke with Ms. Turner. Maureen Hill said she is friends with the Turners but that would not effect her decision. Bruce Demotts said he knows the Turners but that would have no effect on his decision. and Mr. Schluter indicated he visited the Turners and the property.

PROJECT NO. 10-3000008 - KIMBERLY MARIE TURNER - 483 DEER POINT DRIVE, GULF BREEZE, FL 32561 TO CONSTRUCT A 4 FOOT x 175 FOOT PIER WITH A 16 FOOT x 16 FOOT TERMINAL PLATFORM, A 3 FOOT x 47 FOOT CATWALK, AND A 14 FOOT x 30 FOOT BOATHOUSE COVERALL 5 FOOT ABOVE MEAN HIGH WATER

Mr. John Loftis, Loftis Marine Division, Inc., 7150 Clearwood Road, Pensacola, FL 32526, began his presentation by apologizing to the Board and Mr. Turner for missing the last DRB meeting and then presented the information for the pier to the Board. Shane Carmichael presented his staff report and answered questions.

Development Review Board
June 1, 1020
Page Two

After a brief discussion, a motion was made by Jo Ann Price to accept the project contingent upon the permits from the Corps of Engineers and Florida Department of Protection being obtained and provided to the City. Maureen Hill seconded. The motion and the project was approved unanimously.

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

Marita Rhodes

Marita Rhodes
City Clerk

Loftis
Marine
Division Inc.

7150 Clearwood Road
Pensacola, FL 32526

Office: 850-934-0530
Fax: 850-478-3497

Cover Letter

To: **City of Gulf Breeze**

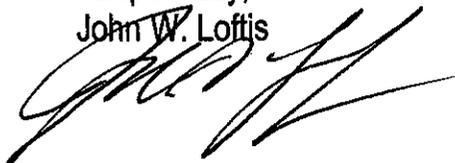
From: **John Loftis**
 Loftis Marine Division ,Inc.

Date: **05/07/2010**

Dear Shane & The City of Gulf Breeze Council Members, as you know I missed the City Council meeting last Tuesday evening regarding the presentation of Allan Turners Dock Proposal. Please accept my deepest and sincere apologies to you and Mr. Turner for this as I got involved with "oil boom prep and planning" and forgot about the meeting. This is not my nature or character and I ask for your understanding and forgiveness.

Please see new attached application and fee's so that I may be placed onto next month's agenda City Council meeting.

Respectfully,
John W. Loftis





City of Gulf Breeze

May 14, 2010

Kimberly Marie Turner
483 Deer Point Drive
Gulf Breeze, FL 32561

RE: Development Review Board Application

Dear :

Your application regarding proposed pier will be reviewed by the Development Review Board on **June 1, 2010** at 6:30 p.m. in the Council Chambers, Gulf Breeze City Hall located at 1070 Shoreline Drive. To have your case heard, you or your agent must be present to answer any questions the Board may have.

If I may be of further assistance to you, please do not hesitate to call me at 934-5115.

Sincerely,

Leslie Gomez
Deputy City Clerk

cc: C.S. Carmichael, Director of Community Services
John Loftis, Loftis Marine Division

Project Number: 10-30000008



City of Gulf Breeze

DEVELOPMENT REVIEW BOARD

STAFF REPORT

PROJECT NO: 10-30000008
APPLICATION DATE: APRIL 13, 2010

PROJECT LOCATION:

PROJECT LOCATION:	483 DEER POINT DR GA
PARCEL ID:	09-3S-29-0910-00A00-0420
SUBDIVISION NAME:	DEER POINT
ZONING DISTRICT:	R1AA
LANDUSE:	SFR

PROPERTY OWNER:

NAME	TURNER, KIMBERLY MARIE
ADDRESS	483 DEER POINT DRIVE
ADDRESS	
CITY, STATE ZIP	GULF BREEZE FL 32561
PHONE	(850) 969-0350

PROJECT INFORMATION: LEVEL 3 DOCK / PIER

PROJECT DIMENSIONS:

OCCUPANCY CLASSIFICATION :	RESIDENTIAL
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INTENDED USE :	SFR
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PROJECT DIMENSIONS LGTH (FEET) :	175
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PROJECT DIMENSIONS WPTH (FEET) :	33
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PROJECT DIMENSIONS HGT (FEET) :	12
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PROJECT DIMENSION STORIES :	1
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PROJECT DIMENSION TOTAL SQ FT :	1517
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THE OVER ALL LENGTH OF THE PIER IS 175 AND COMPLIES WITH THE CITY'S LDC AS PIERS IN THIS PARTICULAR SECTION OF SHORELINE CAN BE 225 FEET IN LENGTH.

 THE APPLICATION IS MISSING BOTH FEDERAL AND STATE PERMITS; THEREFORE, ANY APPROVAL BY THE DRB SHOULD BE CONTINGENT UPON RECEIPT OF THE AFOREMENTIONED PERMITS.



PAID
1041310



City of Gulf Breeze

LEVEL II AND III DEVELOPMENT
ORDER APPLICATION

PROPERTY OWNER INFORMATION		PROJECT LOCATION INFORMATION:								
NAME: Turner, Allen + Kimberly		PHYSICAL ADDRESS: Same as Owner info								
ADDRESS: 483 Deerpoint Dr.		SUBDIVISION NAME: Deerpoint								
ADDRESS 2: Gulf Breeze, FL 32561		PARCEL ID #:		09	35	29	0910	00A000920		
CITY: Gulf Breeze		SEC		TWN		RNG		SUB	BK	LOT
STATE: FL		ZONING DESIGNATION: P - PUBLIC LANDS								
PHONE #: 5		ZIP: 32561		IS THE PROPERTY A CORNER LOT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
FAX: 478-3497		CELL #: 324-4444		DRIVING DIRECTIONS: Shoreline to Chesapeake to Deerpoint Dr.						
E-MAIL: Allenturner@bellsouth.net										
DESCRIPTION OF PROJECT:										
TYPE OF PROJECT: <input type="checkbox"/> RENOVATION <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> POOL <input checked="" type="checkbox"/> MARINE <input type="checkbox"/> DEMO										
<input type="checkbox"/> OTHER:										
SCOPE OF WORK: Installation of a 4'x175' Pier with a 16'x16' Terminal Platform, a 3'x47' catwalk, a 14'x30' Resthouse Cover all 5' above MHW.										
OCCUPANCY CLASSIFICATION: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ASSEMBLY <input type="checkbox"/> BUSINESS <input type="checkbox"/> MERCANTILE										
<input type="checkbox"/> STORAGE <input type="checkbox"/> OTHER:										
INTENDED USE: Single family docking										
DIMENSION: see scope										
LENGTH		WIDTH		HEIGHT		STORIES		SQUARE FEET		
ESTIMATED COST OF CONSTRUCTION: \$24,000.00				ESTIMATED COMPLETION DATE: 4-1-11 4-1-11						
UTILITY INFORMATION:										
UTILITIES: <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC										
WATER TAP SIZE: <input type="checkbox"/> 1/2" <input checked="" type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input type="checkbox"/> 2" <input type="checkbox"/> 4" <input type="checkbox"/> 6"										
LIST GAS APPLIANCES: N/A										
WILL THE STRUCTURE HAVE FIRE SPRINKLERS: <input type="checkbox"/> YES <input type="checkbox"/> NO										
SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.										

MARINE CONSTRUCTION:

TYPE OF PROJECT: RETAINING/SEA WALL DOCK/PIER BOATHOUSE UNCOVERED LIFT

BODY OF WATER: PENSACOLA BAY SANTA ROSA SOUND HOFFMAN BAYOU
 WOODLAND BAYOU GILMORE BAYOU

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE LENGTH MEASURED FROM THE MHWL? 5' above

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE TOTAL SQUARE FOOTAGE? 1517 sq. Ft.

IF A BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE SQUARE FOOTAGE? N/A

WHAT IS THE DISTANCE FROM THE FURTHERMOST EXTENT OF THE DOCK/PIER, BOATHOUSE OR UNCOVERED BOAT LIFT FROM THE PROPERTY LINE?

LEFT: 15' w/ variance RIGHT: 10' w/ variance

SECTION 24-172 OF THE LAND DEVELOPMENT CODE REQUIRES THAT ALL DOCKS, PIERS, BOATHOUSES, UNCOVERED SLIPS OR SIMILAR STRUCTURES

PROVIDE CONTINUING PUBLIC ACCESS TO ALL SOVEREIGN LANDS, HOW WILL THIS BE ACCOMPLISHED FOR THIS PARTICULAR PROJECT?

The part of the beach where the pier leaves shore is easily accessible & a person can easily walk around the beginning of the pier.

IF A DOCK/PIER BOATHOUSE OR UNCOVERED SLIP, ALONG WHAT SECTION OF SHORELINE WILL THE PROJECT BE LOCATED:

- NAVAL LIVE OAKS - BOB SIKES BRIDGE (200' MAX)
- SHORELINE PARK - DEER POINT (200' MAX)
- ZAMARA CANAL - FAIRPOINT (475' MAX)
- PENSACOLA BAY BRIDGE - NAVAL LIVE OAKS (200' MAX)
- BOB SIKES - SHORELINE PARK (200' MAX)
- DEER POINT - ZAMARA CANAL (300' MAX)
- FAIRPOINT - PENSACOLA BAY BRIDGE (225' MAX)
- INLAND BAYOU (25' MAX)

IF A RETAINING/SEA WALL, WHAT IS IT'S DISTANCE FROM THE MHWL? N/A

WHAT IS THE VERTICAL HEIGHT OF THE RETAINING/SEA WALL? N/A SEAWARD N/A LANDWARD

ARE COPIES OF FEDERAL AND STATE PERMITS ATTACHED? YES NO

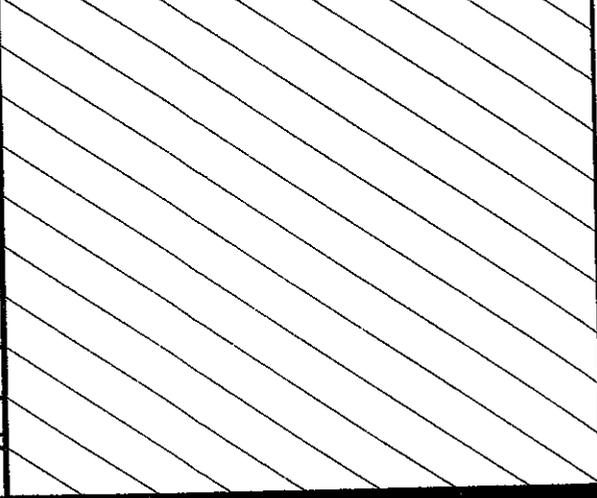
Permits are obtained but are being amended to fit the variance approved on this for the setbacks.



POOL INFORMATION:				
POOL TYPE: <input type="checkbox"/> BELOW GROUND <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> SPA/HOT TUB				
DIMENSION:	LENGTH	WIDTH	DEPTH	SQUARE FEET
IS THE YARD FENCED OR WILL IT BE FENCED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS SO, WHAT IS THE HEIGHT?				
WILL THE POOL HAVE SCREENED ENCLOSURE?				
IS SO, WHAT ARE THE DIMENSIONS:				
	LENGTH	WIDTH	HEIGHT	SQUARE FEET
I, _____, NOW ENGAGING OR ABOUT TO ENGAGE IN THE CONSTRUCTION OF A SWIMMING POOL UPON MY OWN PREMISES AS DESCRIBED ON THE REQUIRED BUILDING PERMIT APPLICATION AND LOCATED IN SANTA ROSA COUNTY, FLORIDA, DO HEREBY ACKNOWLEDGE THE REQUIREMENT OF AN APPROVED BARRIER AT LEAST 48 INCHES (4 FEET) ABOVE GRADE, MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL, IS TO BE ERECTED PRIOR TO FILLING THE POOL WITH WATER. FURTHERMORE, I ACKNOWLEDGE THE REQUIREMENT OF AN ALARM ON ALL DOORS AND WINDOWS WITHIN A DWELLING UNIT HAVING DIRECT ACCESS TO THE POOL THROUGH A WALL (OR WALLS) THAT SERVES AS PART OF THE BARRIER.				
I FURTHER ACKNOWLEDGE THAT THE FOREGOING IS REQUIRED BY SECTION 315 OF THE STANDARD SWIMMING POOL CODE AND CITY ORDINANCE.				
CONTRACTOR'S SIGNATURE		DATE	OWNER'S SIGNATURE	DATE
PRINTED NAME			PRINTED NAME	
COMMERCIAL DEVELOPMENT:				
ENGINEER'S NAME:			ARCHITECT'S NAME:	
ADDRESS:			ADDRESS:	
ADDRESS 2:			ADDRESS 2:	
CITY:			CITY:	
STATE:			STATE:	
PHONE #:	ZIP:	PHONE #:	ZIP:	
FAX:	CELL #:	FAX:	CELL #:	
E-MAIL:			E-MAIL:	
STATE LICENSE #:			STATE LICENSE #:	

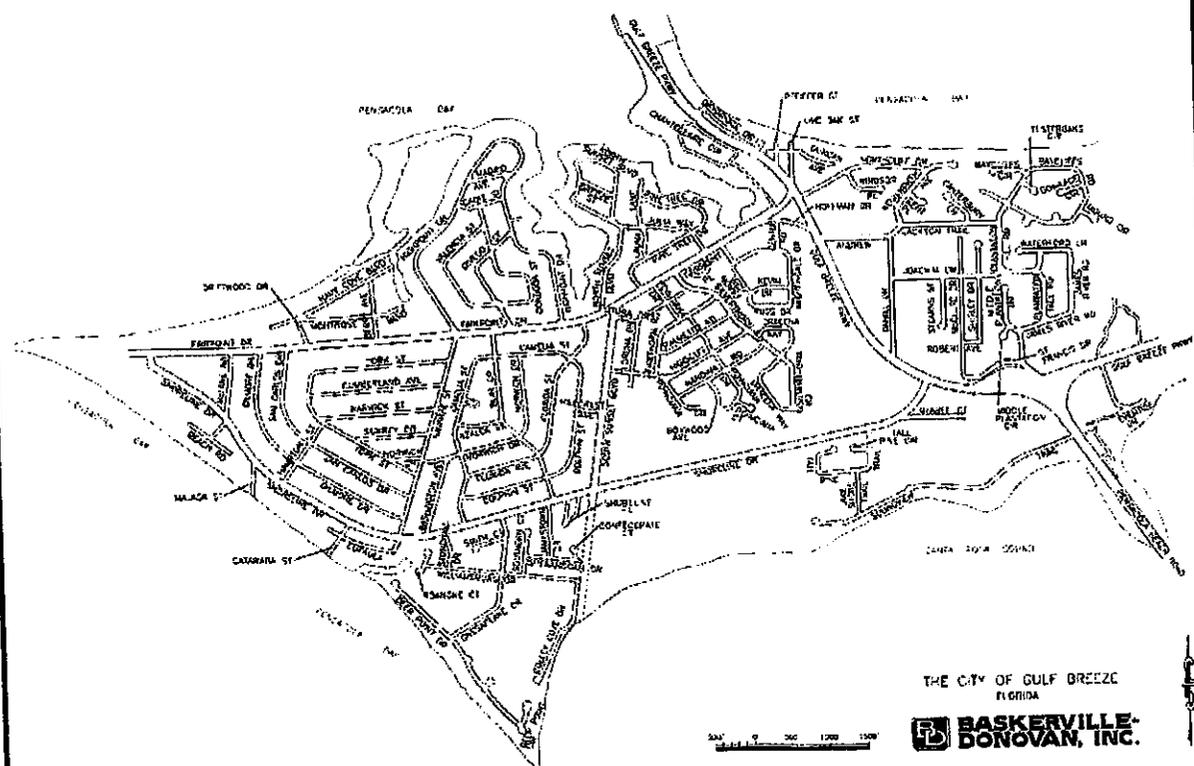
AGENT INFORMATION:

NAME: John Loftis Loftis Marine Div.	
ADDRESS: 7150 Clearwood Rd.	
ADDRESS 2:	
CITY: Pensacola	
STATE: FL	
PHONE #: 934-0530	ZIP: 32526
FAX: 478-3497	CELL #: 572-3718
E-MAIL: Loftismarinediv@aol.com	
STATE LICENSE #: MC0999999	



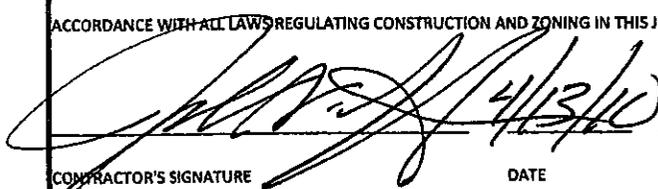
LOCATION MAP:

PLEASE MARK THE PROJECT LOCATION ON THE MAP.



AUTHORIZATION:

APPLICATION IS HEREBY MADE TO OBTAIN A DEVELOPMENT ORDER TO THE WORK AS INDICATED IN THE ATTACHED PLANS AND SPECIFICATIONS. I (WE)
CERTIFY THAT NO WORK HAS COMMENCED PRIOR TO THE ISSUANCE OF THE DEVELOPMENT ORDER AND THAT ALL WORK WILL BE PERFORMED IN
ACCORDANCE WITH ALL LAWS REGULATING CONSTRUCTION AND ZONING IN THIS JURISDICTION.

	<u>4/13/10</u>		<u>4-13-10</u>
CONTRACTOR'S SIGNATURE	DATE	OWNER'S SIGNATURE	DATE
<u>John W. LaFtus</u>		<u>Allen Turner</u>	
PRINTED NAME		PRINTED NAME	

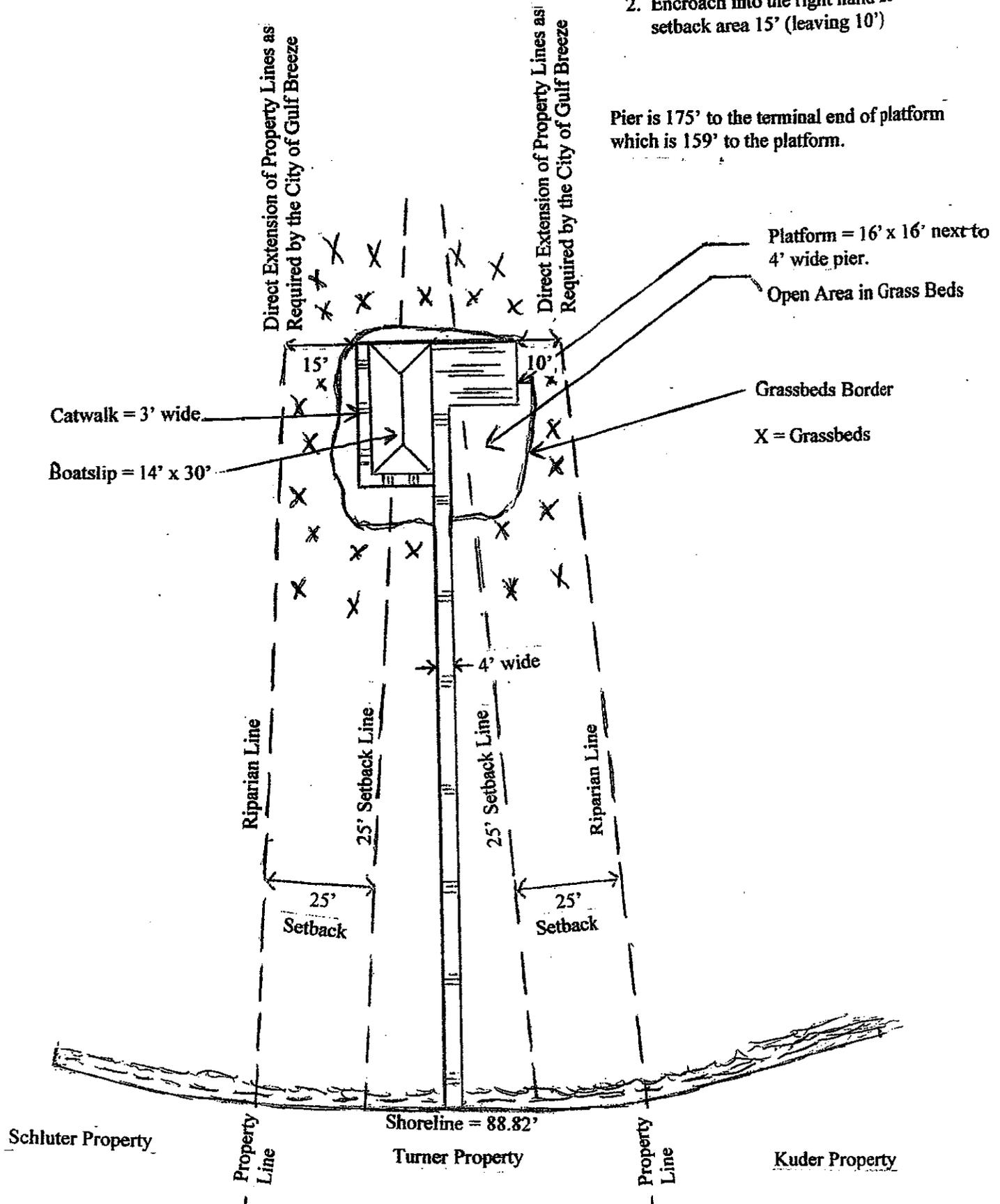
CONTRACTOR/AGENT
 Loftis Marine Division, Inc.
 811 W. Garden St.
 Pensacola, FL 32502
 850-934-0530
 www.loftismarine.com

PROJECT INFO/OWNER
 Allen & Kimberly Turner
 483 Deerpoint Dr.
 Gulf Breeze, FL 32561

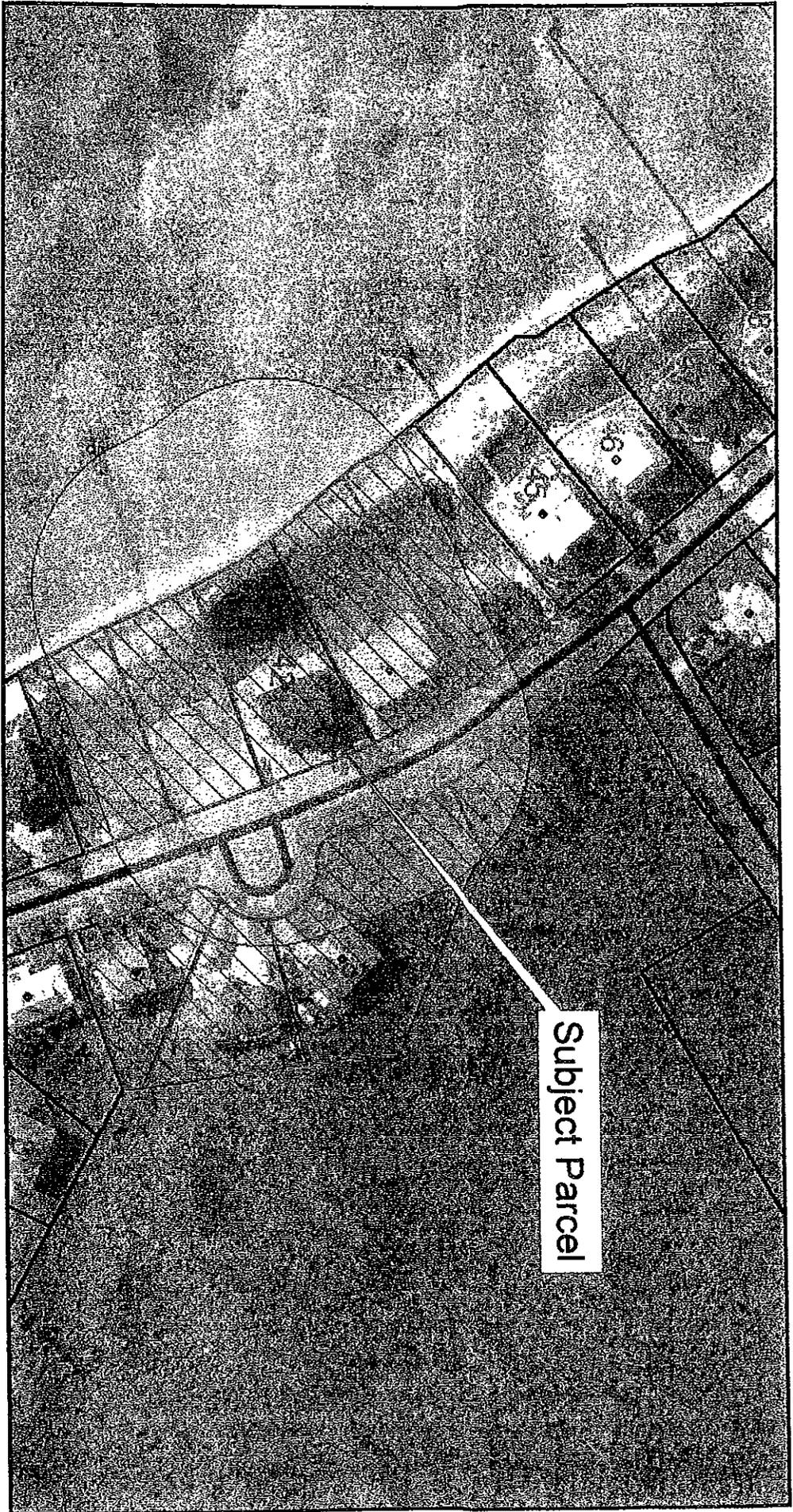
REQUEST

1. Encroach into the left hand 25' setback area 10' (leaving 15').
2. Encroach into the right hand 25' setback area 15' (leaving 10')

Pier is 175' to the terminal end of platform which is 159' to the platform.

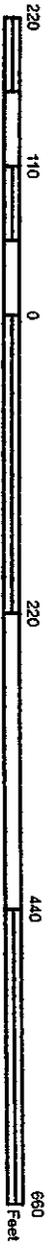


Gregory S. "Greg" Brown, C.F.A.
Santa Rosa County Property Appraiser



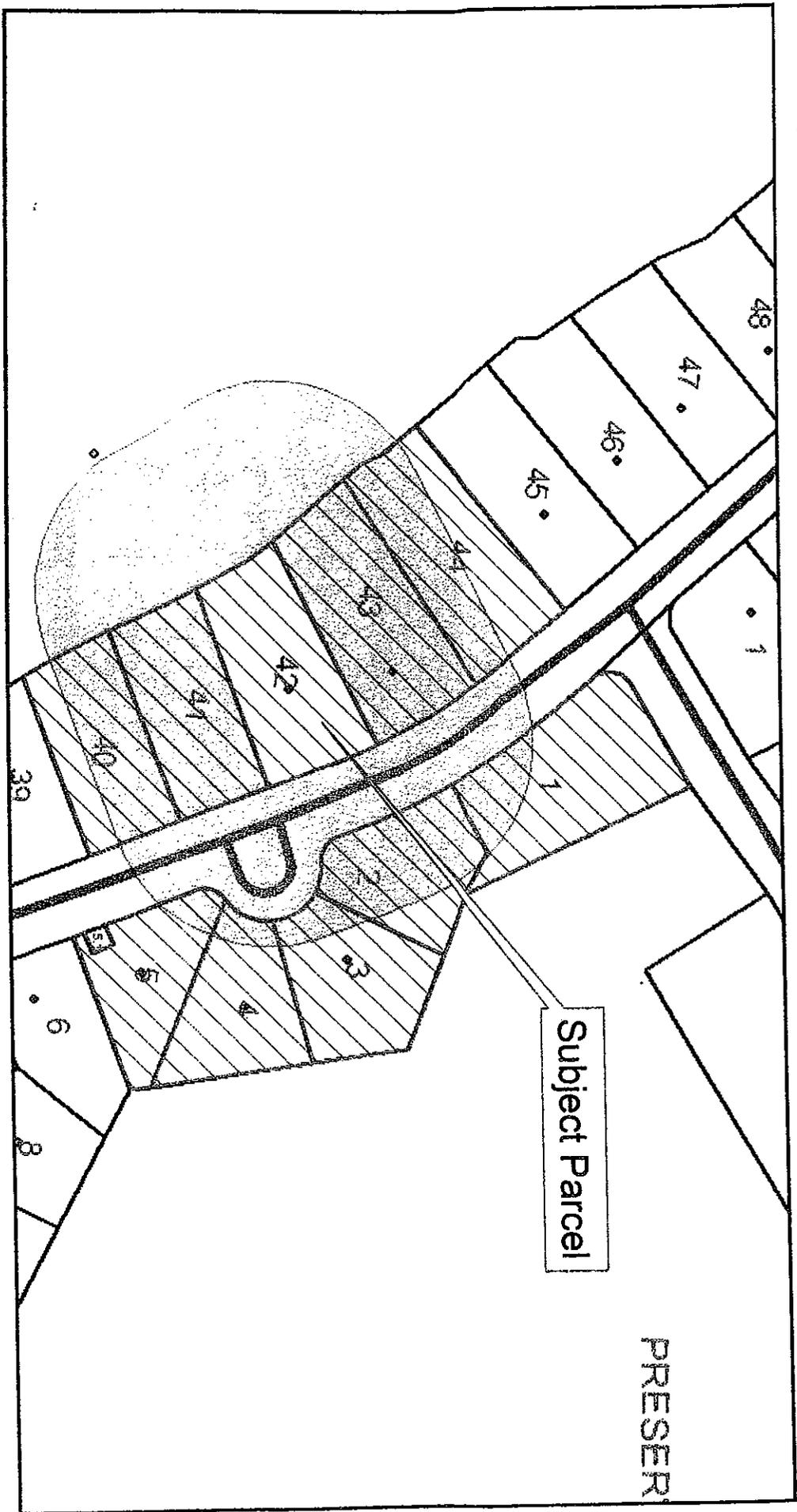
SANTA ROSA COUNTY PROPERTY APPRAISER'S OFFICE
VARIANCE MAP FOR PLANNING AND ZONING DEPARTMENT

SUBJECT PARCEL: 09-3S-20-0910-00A00-0420



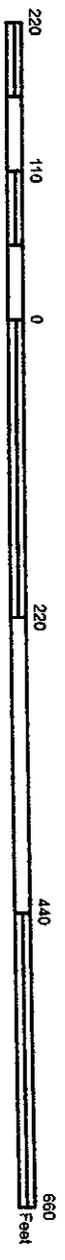
LEGEND
 Selected Parcels

Gregory S. "Greg" Brown, C.F.A.
Santa Rosa County Property Appraiser



SANTA ROSA COUNTY PROPERTY APPRAISERS OFFICE
VARIANCE MAP FOR PLANNING AND ZONING DEPARTMENT

SUBJECT PARCEL: 09-3S-20-0910-00A00-0420



LEGEND
Selected Parcels

Print this page in a more readable format: Click Print next to the upper-right corner of the map.



Directions

A

483 deerpoint dr., gulf breeze, fl 32561

B

Business, address, or landmark

Add to route

Settings

Add a pushpin
Change start
Drive to here

Zoom to region level
Zoom to city level
Center map here

Allen Turner
483 Deerpoint Dr.
Gulf Breeze, FL 32561

To: John P Kuder
P.O. Box 1092
Gulf Breeze, FL 32561

RE: **Pier Construction**
483 Deerpoint Dr.
Gulf Breeze, FL 32561
(Lot 42 Block "A", Deerpoint Subdivision)

As the owner of the residential property at 483 Deerpoint Drive, Gulf Breeze, FL 32561, I have contracted John Loftis of Loftis Marine Division, Inc. to act as my agent in the request to the City of Gulf Breeze Board of Adjustments (Variance Request) for the construction of a dock, platform, catwalk & boathouse cover with the following side setback encroachments:

1. Encroach into the left hand 25' setback area 10' (leaving a 15' setback).
2. Encroach into the right hand 25' setback area 15' (leaving a 10' setback).

As part of the City of Gulf Breeze's variance process, all parcels of property within 150' of the property will be notified by the City of the variance request. This letter is in addition to the City's notice requirements for us to present to the Board of Adjustments in representing our proposed request.

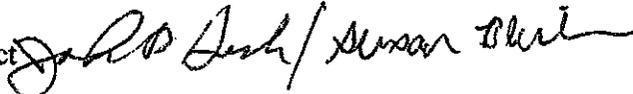
This item will be placed on the City of Gulf Breeze's Board of Adjustment's agenda at 6:30 p.m., Tuesday Night, March 23, 2010 in Gulf Breeze City Hall Council Chambers. Please review the attached site plan, check the appropriate box and sign the bottom portion of this letter and return to: Allen Turner, 483 Deerpoint Dr., Gulf Breeze, FL 32561 no later than Saturday, February 27th, 2010.

Thanks for your time & consideration in this matter.

Respectfully,

Allen Turner

(Please check one, sign and return to Allen Turner, 483 Deerpoint Dr., Gulf Breeze, FL 32561)

I do not object 

I do object

Reason: _____

Allen Turner
483 Deerpoint Dr.
Gulf Breeze, FL 32561

To: JB Schluter
338 Deerpoint Dr.
Gulf Breeze FL 32561

RE: Pier Construction
483 Deerpoint Dr.
Gulf Breeze, FL 32561
(Lot 42 Block "A", Deerpoint Subdivision)

As the owner of the residential property at 483 Deerpoint Drive, Gulf Breeze, FL 32561, I have contracted John Loftis of Loftis Marine Division, Inc. to act as my agent in the request to the City of Gulf Breeze Board of Adjustments (Variance Request) for the construction of a dock, platform, catwalk & boathouse cover with the following side setback encroachments:

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Thanks for your time & consideration in this matter.

Respectfully,

Allen Turner

(Please check one, sign and return to Allen Turner, 483 Deerpoint Dr., Gulf Breeze, FL 32561)

I do not object

I do object

Reason: _____

15.00
4193.00

* OFFICIAL RECORDS * 1of3
BK 1850 PG 1273

This Instrument Prepared By:

JAMES S. CAMPBELL

Beggs and Lane

Post Office Box 12950

3 West Garden Street

Pensacola, Florida 32576

(850) 432-2451

Florida Bar No.: 623539

FILE # 200036017

RCD: Sep 18 2000 @ 10:45AM

DEED DOC STAMPS \$4,193.00

Mary M Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

STATE OF FLORIDA
COUNTY OF SANTA ROSA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that

William Harold Allen, a married man (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto

Harold Allen Turner, a married man, joined by his wife, Kimberly M. Turner (herein "Grantee"), whose address is 483 Deerpoint Drive, Gulf Breeze, Florida 32561, and assigns, forever, the following described real property located in Santa Rosa County, Florida:

Lot 42, Block A, Deer Point Unit No. 1, a subdivision of a portion of Section 9, Township 3, South, Range 29 West, Santa Rosa County, Florida according to Plat recorded in Plat Book C, Page 110, of the public records of Said County.

Parcel Identification Number: 093S29091000A000420

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; all easements, encumbrances and restrictions of record and matters appearing on or on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2000, and subsequent years; and any other matters arising subsequent to the date hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons whomsoever lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth herein.

The subject property is not the homestead of Grantor, nor does it adjoin the homestead of Grantor. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of September, 2000.

Signed, sealed and delivered
in the presence of:

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that

William Harold Allen, a married man (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto

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Parcel Identification Number: 093S29091000A000420

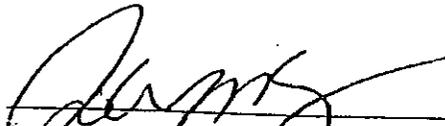
Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; all easements, encumbrances and restrictions of record and matters appearing on or on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2000, and subsequent years; and any other matters arising subsequent to the date hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons whomsoever lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth herein.

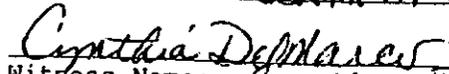
The subject property is not the homestead of Grantor, nor does it adjoin the homestead of Grantor. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of September, 2000.

Signed, sealed and delivered in the presence of:


Witness Name: JoAnne M. Gregory

 (Seal)
William Harold Allen


Witness Name: Cynthia DelMarco

Grantor's Address: Post Office Box 964, Atmore, Alabama 36504

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS, that

William Harold Allen, a married man (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto

Harold Allen Turner, a married man, joined by his wife, Kimberly M. Turner (herein "Grantee"), whose address is 483 Deerpoint Drive, Gulf Breeze, Florida 32561, and assigns, forever, the following described real property located in Santa Rosa County, Florida:

Lot 42, Block A, Deer Point Unit No. 1, a subdivision of a portion of Section 9, Township 3, South, Range 29 West, Santa Rosa County, Florida according to Plat recorded in Plat Book C, Page 110, of the public records of Said County.

Parcel Identification Number: 093S29091000A000420

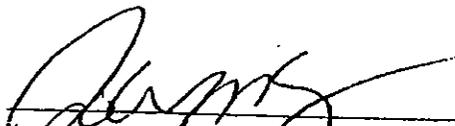
Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; all easements, encumbrances and restrictions of record and matters appearing on or on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2000, and subsequent years; and any other matters arising subsequent to the date hereof.

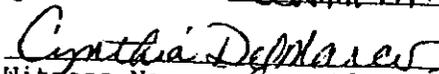
Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, in the quiet and peaceful possession and enjoyment thereof, against all persons whomsoever lawfully claiming the same, shall and will forever warrant and defend, subject to the exceptions set forth herein.

The subject property is not the homestead of Grantor, nor does it adjoin the homestead of Grantor. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of September, 2000.

Signed, sealed and delivered in the presence of:


Witness Name: Anne M. Gregory


Witness Name: Cynthia DelMarco

 (Seal)
William Harold Allen

Grantor's Address: Post Office Box 964, Atmore, Alabama 36504

Survey

I hereby certify to Harold Allen and Kimberly M. Turner, Regions Mortgage, Inc.; Beggs & Lane; Chicago Title Insurance Company; that this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes.

KIMMATT
OERLINE

LEGEND
B - 2" x 2" (24x24) Precision Reference System; Permanent Points - C, I, F, G, H, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

NOTE: ALL MEASUREMENTS MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.
JOB NO. 08-08-030 FILE NO. E-024 SCALE 1"=20'
REQUESTED BY: ALAN TURNER PREPARED FOR: BROADBENTERS, LR SEBWN
DATE OF SURVEY: 08-21-2008 PAGES: 21-31 REVISIONS:
FIELD BOOK: 4H
SURVEYOR'S CERTIFICATE:
I HEREBY CERTIFY THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61C17-8, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
GARY F. BYRD, R.L.S. NO. 4400 JOEL C. WALTERS, R.L.S. NO. 4088

CAD FILE: 0000030
TNS FILE: 0000030
LICENSED BUSINESS NO. 6861
STATE OF FLORIDA
COPY
NOT VALID UNLESS
SEALED WITH AN
STAMP

BOUNDARY SURVEY

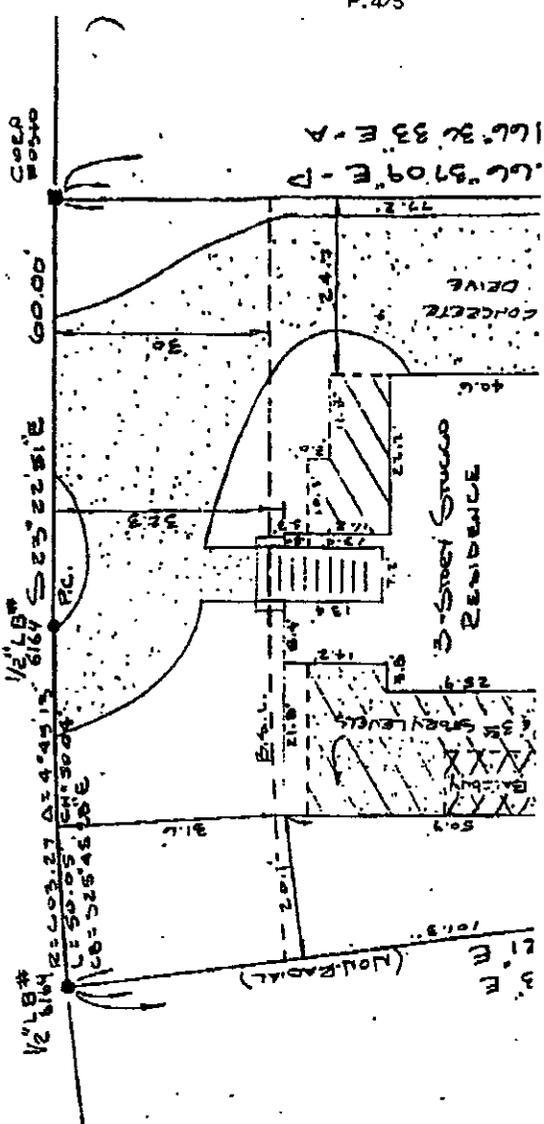
UNIT NO. 1

A SUBDIVISION IN SECTION 9, TOWNSHIP 3 SOUTH
RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA

Survey



DEER POINT DRIVE
60' E/W





Gregory S. Brown, CFA
Santa Rosa County
Property Appraiser

6495 Caroline Street
 Milton, Florida 32570

(850) 983-1880 Voice
 (850) 623-1284 Fax
info@srcpa.org

Ownership Information	
Owner	TURNER HAROLD ALLEN &
Name2/Address	KIMBERLY M
Address	483 DEERPOINT DR
City, State, Zip	GULF BREEZE, FL 32561-

Parcel ID	09-3S-29-0910-00A00-0420	Exempt Code	HX	Show Parcel Map
Phys. Loc	483 DEER POINT DR	Tax District	1	View Plat

2003 Certified Values	
Land Value	316,406
Building Value	310,083
Misc Value	11,000
Just Value*	637,489
Assessed Value	587,202
Exempt Value	25,000
Taxable Value	562,202

General Information	
DOR Code	000100
BLDG CNT	1
XF/OB CNT	2
ACRES	0.000

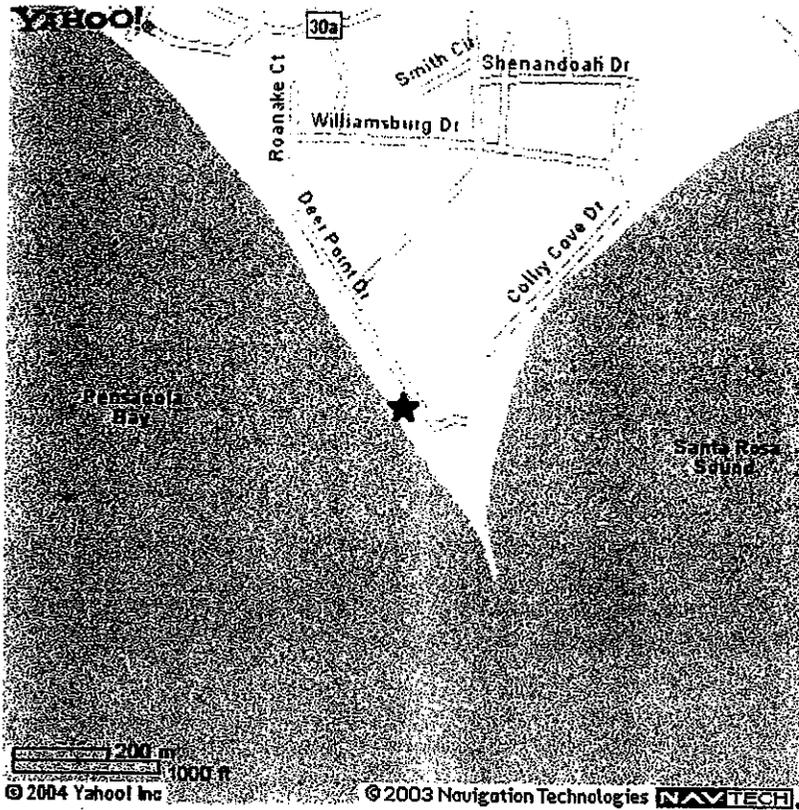
Tax Collector Data

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

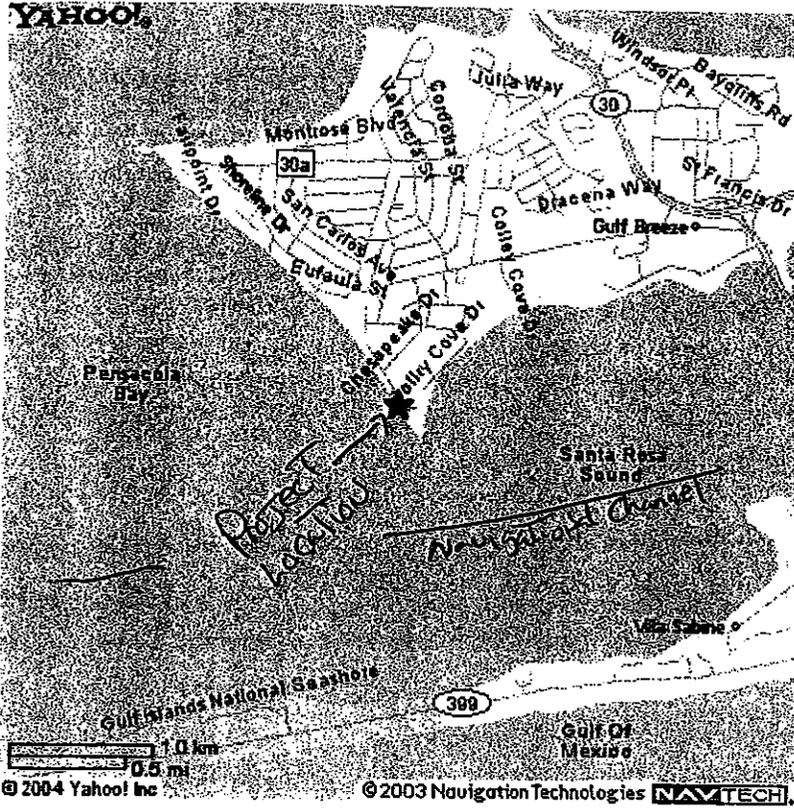
Legal Information
DEER POINT UNIT 1 LOT 42 BLK
A AS DES IN
OR 1850 PG 1273

Sales Information	Sales in Area
-------------------	-------------------------------

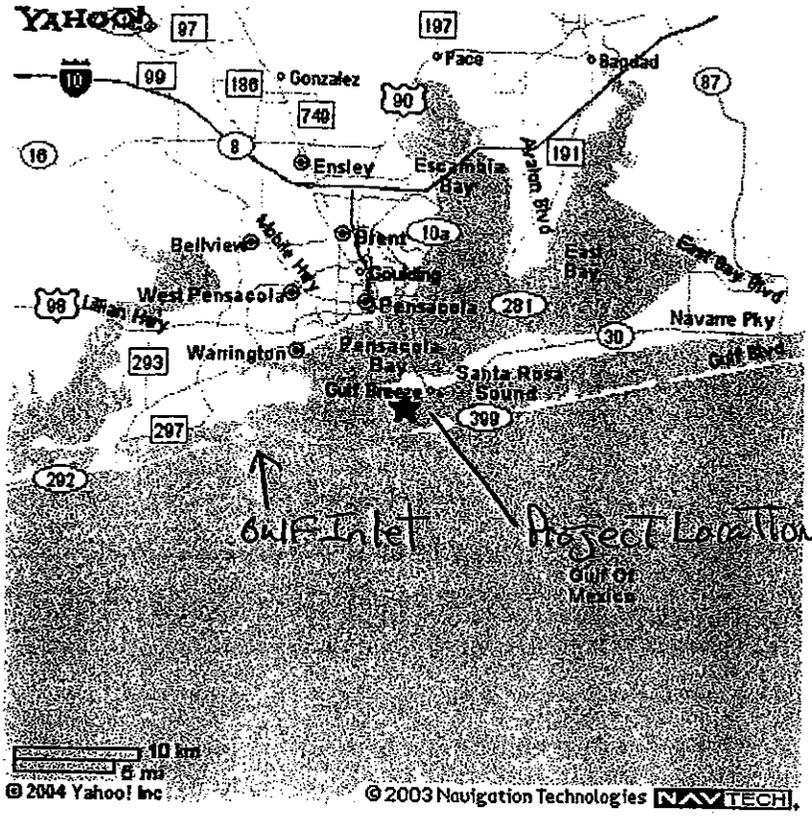
Location Map #2



~ Location Map ~



Gulf Inlet Map



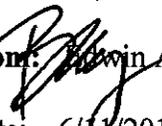


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/17/2010

Subject: Public Hearing on the City's Draft Comprehensive Plan.

The City Council held two public hearing on the redraft of our Comprehensive Plan as required by law prior to transmittal of the new plan to the State Department of Community Affairs.

All of the plan elements were accepted except for the Future Land Use Element. We distributed a redraft of the FLUE at the June 7th Council meeting. The City Council directed staff to advertise a Public Hearing on this redraft for June 21, 2010.

We plan to add a new land use category or sub category to the FLUE entitled "Gateway Commercial." This category will be proposed for the area from Fairpoint to the Bay Bridge west of U.S. 98. Buildings in this area, if proposed over 60 feet in height would have to be 250 feet from the property line of low density residential. If a developer proposes a 60 foot tall building there could be no habitable buildings in the 250 foot set back.

Our plan is to have the final draft of the FLUE ready for distribution to the Council on June 14, 2010.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON THE REDRAFT OF THE COMPREHENSIVE PLAN ON JUNE 21ST.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/11/2010

Subject: Award of Bid, Concrete Work at Hodges Park

Bids for sidewalk and other minor concrete work at Hodges Park are due on Friday, June 11th. We will review the bids received and prepare a recommendation for presentation to the Council at the June 16th Executive Session.



City of Gulf Breeze

June 9, 2010

TO: Edwin A. Eddy, City Manager
FROM: Marita Rhodes, City Clerk *Marita*
SUBJ: **STOCK PILE OF OLD ELECTRONIC EQUIPMENT**

Throughout the years as the City replaced obsolete or broken computers and various electronic equipment, the old equipment is stored around City Hall and in the storage building. This equipment has been cannibalized or is so old and obsolete it has lost any value it may have had and is just gathering dust and being in the way.

In talking with James Pelt, the City's IT Coordinator, about this old equipment, he has recommended the City disposal of this equipment in the most efficient and cheapest method possible. It may be that we can dispose of this equipment without costing the City any money.

RECOMMENDATION:

That the City Council direct staff to dispose of the old electronic equipment in the most efficient and cheapest method.

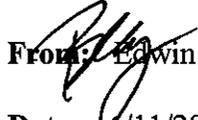


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/11/2010

Subject: FEMA Project #12, Purchase of Brush/Wood Chipper

Attached is a memo from Shane Carmichael on the above subject. This memo is to provide some additional information.

The current chipper at the Waste Transfer Station is ten years old. While we are not ready to get rid of it, we want to move it to a backup role.

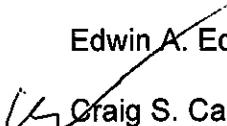
1. The chipper at the Waste Transfer Station is the mainstay of the Transfer Station operation. Everything that can be chipped saves us money in disposal costs as it doesn't go into a dumpster and space is freed up in the dumpster containers allowing operations to continue on a busy day in which the containers would be full.
2. Funding the new chipper on the alternate projects list means that the City acquires a major replacement piece of capital equipment with no impact on the annual budget. The City Council can budget \$10,000 per year for four years (for example) into a separate account to sequester funds for the next chipper or other uses.
3. We used an estimate of \$25,000 for the cost of the chipper at the time we prepared the alternate project list. The revised cost is \$40,000 for bid purposes. We have achieved a saving on other projects that can be used to fully fund this purchase.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: June 9, 2010

SUBJECT: Acquisition of Brush/Wood Chipper, FEMA Alternate Project #12

As you are aware, a brush/wood chipper was one of the items identified in the FEMA Alternate Projects List. The chipper will replace the existing chipper being used at the City's Waste Transfer Station. The Waste Transfer Station chipper will in turn be transferred to Public Services for use by the inmate squad.

The Alternate Projects List only included \$25,000 for a chipper. The current market price for a chipper capable of processing a 12 inch diameter limb is approximately \$40,000. While there is \$15,000 difference in cost, \$80,000 was saved on the acquisition of the Berry Drive property and a portion of the difference could be applied towards the acquisition of the chipper.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO SOLICIT BIDS FOR A BRUSH/WOOD CHIPPER THAT IS CAPABLE OF PROCESSING A 12 INCH LIMBS (ALTERNATE PROJECT #12) AND AUTHORIZE STAFF TO SUBMIT THE EXPENDITURE FOR REIMBURSEMENT UNDER PW 3817.

attachment

BC1200XL Specifications

General

Weight (with winch): 5600 lb (2540.1 kg)
Weight (without winch): 5325 lb (2415.4 kg)
Transport length: 14' (4.3 m)
Width: 79" (200.7 cm)
Height: 103" (261.6 cm)

Engine Options

Make/Model: Cummins QSB3.3 Turbo Tier 3
Horsepower: 110 hp (82 kW)
Max torque: 304 ft-lb (412.2 Nm) @1600 rpm
Fuel type: Diesel
Number of cylinders: 4
Cooling medium: Liquid

Make/Model: Cummins B3.3TAA Turbo Tier 3
Horsepower: 85 hp (63.4 kW)
Max torque: 215 ft-lb (291.5 Nm) @1600 rpm
Fuel type: Diesel
Number of cylinders: 4
Cooling medium: Liquid

Capacities

Fuel tank: 25 gal (94.6 L)
Hydraulic tank: 12 gal (45.4 L)

Cutting System

Drum size: 20" dia. X 20" (50.8 cm dia. x 50.8 cm) wide
Speed: 2000 rpm
Knives: Two A8 chipper steel
Shear bar: Four useable edges

Feed/Discharge System

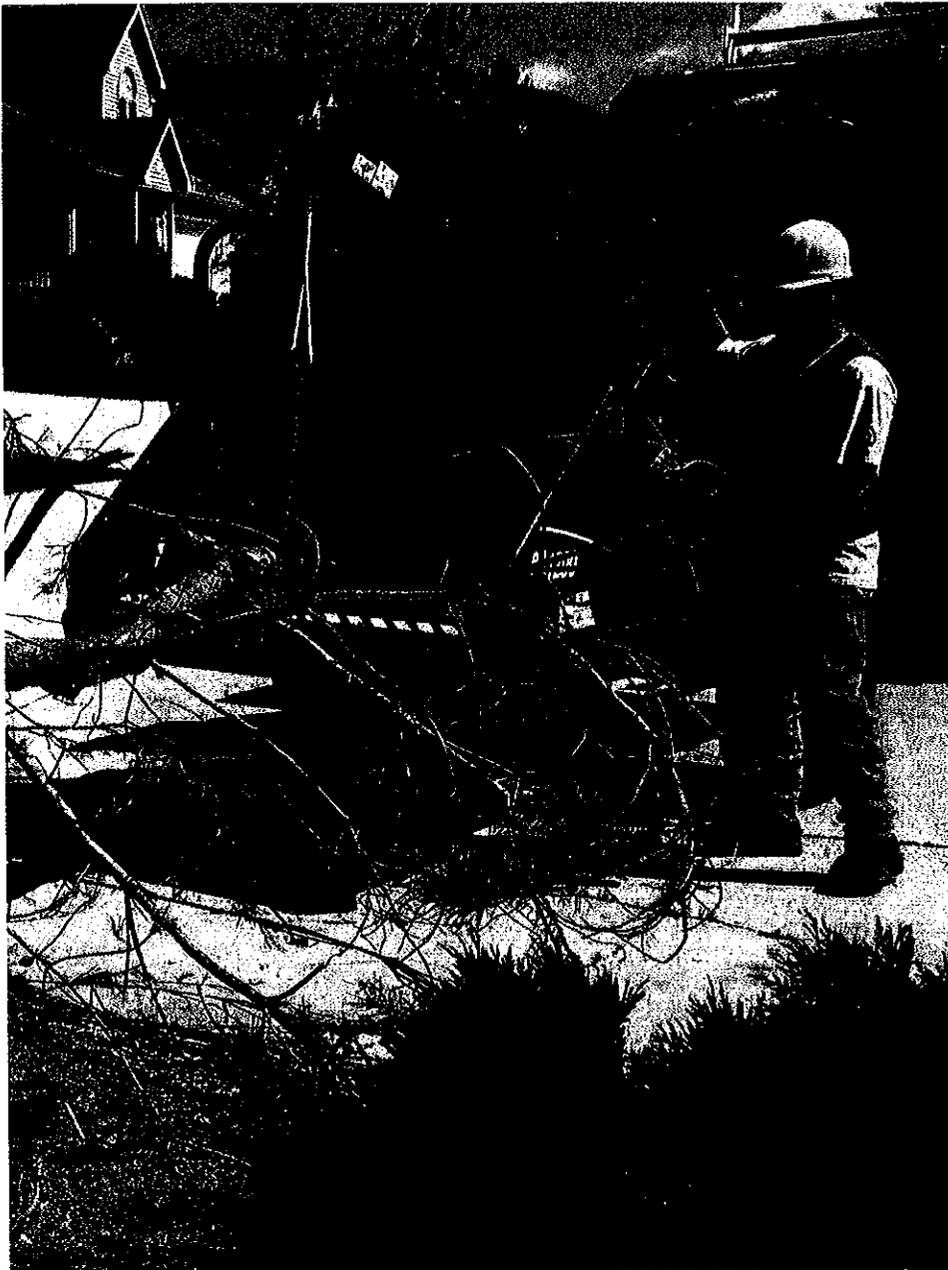
Infeed throat/feed capacity: 13.3" x 17"
(33.7 cm x 43.2 cm)
Infeed opening: 52" x 32" (132.1 cm x 81.3 cm)
Feed table length: 30.1" (76.5 cm)
Feed table height: 32" (81.3 cm)
Feed roller style: Dual horizontal offset
Infeed rate: 0 fpm - 122 fpm (0 m/min - 37.2 m/min)

Chassis

Frame: 7" x .25" (17.8 cm x .6 cm) Z-channel
Tires (option 1): ST235/80/R16 Load Range E
Tires (option 2): ST285/75/R16 Load Range E
Axle/Suspension: 7000 lb (3175.2 kg) rubber torsion
Electric brakes with breakaway switch

Electrical

System voltage: 12 V
Lights: Brake, turn, tail, license, side indicators



A clutchless PTO system reduces premature wear to the belt-drive system by preventing high-speed engagement of the cutter drum. The throttle is integrated with the belt drive to help ensure the PTO can be engaged only while the engine is at low speed.



The 3-year / 3,000-hour extended limited warranty on drum housings, cutter drums, shaft, and ring feeder hubs offers you peace of mind, in addition to the 1-year / 1,000-hour Vermeer equipment limited warranty.

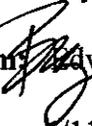


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/11/2010

Subject: Resolution Opposing Interbasin Transfer of Water and Establishment of Central Water Regulatory Commission

Attached is a letter from the West Florida Regional Planning Council relative to the issue of transferring water resources from one part of the state to another and the formation of a statewide, central regulatory authority on water resources.

Staff followed this issue during the development of the State Senate report. The concept of a central water committee to supercede the more local water management districts might lead to a situation where a decision was made relative to water resources based on existing populations. The more populated areas of the state should be encouraged to solve water resource problems within a local water management region as opposed to on a state wide basis.

This is the position the West Florida Regional Planning Council advocates in their Resolution.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT A RESOLUTION SUPPORTING THE POSITION OF THE WEST FLORIDA REGIONAL PLANNING RELATIVE TO WATER RESOURCES.



RECEIVED

MAY 27 2010

Cindy Frakes, Chair
J. D. Smith, Vice-Chair

Terry A. Joseph, Executive Director

May 3, 2010

Mayor Beverly Zimmern
City of Gulf Breeze
800 Shoreline Drive
Gulf Breeze, FL 32561

RE: Opposition to the Interbasin Transfer of Water

Dear Mayor Zimmern:

The recent Senate Committee Environmental Preservation and Conservation interim report has caused the West Florida Regional Planning Council much concern. Particularly disturbing are the proposed changes to Florida Water Law. The proposed water policy changes would have a potentially detrimental impact on the natural resources and economy of our region.

The Council recently adopted a resolution opposing the interbasin transfer of water and the establishment of a central regulatory commission for water resources supply development. Please find enclosed a copy of Resolution 2010-03 adopted by the Council on April 19, 2010.

The Council has found that the existing state policy of 'local sources first' combined with the protection of minimum flows and levels for natural resources protection and future growth and economic development as the most appropriate approach to statewide water supply planning and consumption. In addition, the Council supports the fundamental principles of Florida Water Law which require a showing that a proposed use of water is a reasonable, beneficial use that will not interfere with an existing legal use of water and is consistent with the public interest.

In summary, the Council supports existing state law and policy concerning the management of our valuable water resources. These existing laws and policies will help ensure an economically and environmentally sustainable future for all of Florida.

If you have any questions concerning this matter, please contact our Executive Director, Terry Joseph at 850-332-7976, ext. 201.

Sincerely,

Cindy Frakes
Chair

Pensacola
P.O. Box 11399
Pensacola, FL 32524-1399
P: 850.332.7976 • 1.800.226.8914
F: 850.637.1923

Panama City
651 West 14th Street, Suite E
Panama City, FL 32401
P: 850.769.4854
F: 850.784.0456

www.wfrpc.org

RESOLUTION WFRPC 2010-03

A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL OPPOSING THE INTERBASIN TRANSFER OF WATER AND THE ESTABLISHMENT OF A CENTRAL REGULATORY COMMISSION FOR WATER RESOURCES SUPPLY DEVELOPMENT

WHEREAS, the Florida Senate Committee on Environmental Preservation and Conservation has recently released an interim report containing findings and recommendations to the Governor, the President of the Florida Senate, and the Speaker of the Florida House of Representatives regarding the water needs of the State in interim report 2010-114 entitled, Chapter 373, Florida Statutes, Water Resources; and

WHEREAS, said Florida Senate Committee on Environmental Preservation and Conservation interim report recommends that the "local sources first" policy currently in state statute be reviewed and that a central regulatory commission that oversees Florida's water resources and supply development to be created; and

WHEREAS, Chapter 186.502(1)(4), Florida Statutes, specifically states that regional planning councils are recognized as Florida's only multipurpose regional entity that is in a position to plan for and coordinate intergovernmental solutions to growth-related problems on greater-than-local issues; and

WHEREAS, the West Florida Strategic Regional Policy Plan was adopted by the West Florida Regional Planning Council (hereafter referred to as the "Planning Council") on July 15, 1996 and amended September 8, 1997; and

WHEREAS, the West Florida Strategic Regional Policy Plan is consistent with the State Comprehensive Plan; and

WHEREAS, the West Florida Strategic Regional Policy Plan maps and identifies as Natural Resources of Regional Significance coastal and marine resources including but not limited to groundwater resources, including but not limited to the Sand and Gravel Aquifer, Floridan Aquifer and areas of high recharge potential to both aquifer systems; private and public lands held for conservation and resource-based recreation purposes; water bodies identified in the Northwest Florida Water Management District Surface Water Improvement Management program; surface water systems including but not limited to coastal freshwater wetlands, upland freshwater wetlands, lakes, numerous bays and bayous, and springs (hereafter referred to as "Natural Resources of Regional Significance"); and

WHEREAS, Regional Priority 1, Policy 1.2 of the West Florida Strategic Regional Policy Plan states, "Prohibit (development) activities that structurally impair or reduce the flow of the Region's rivers, creeks, branches, streams and standing water such as ponds and lakes;" and

WHEREAS, Regional Priority 1, Policy 1.6 of the West Florida Strategic Regional Policy Plan states, "Restrict the channelization, diversion, and damming of natural riverine systems to prevent loss of habitat and changes in water velocity and volume that would adversely impact downstream habitats;" and

WHEREAS, Regional Priority 2, Policy 1.5 of the West Florida Strategic Regional Policy Plan states, "Investigate the development and use of alternative sources of water in areas where currently used sources are steadily declining and develop and implement strategies for use of alternative water supplies;" and

WHEREAS, Regional Priority 2, Policy 1.6 of the West Florida Strategic Regional Policy Plan states, "Protect groundwater supply, identified in groundwater basin resource inventories prepared by the Northwest Florida Water Management District;" and

WHEREAS, Regional Priority 2, Policy 1.9 of the West Florida Strategic Regional Policy Plan states, "Prevent all (development) activities that would structurally impair the function of high volume areas, or reduce the availability of flow of good quality water to those recharge areas;" and

WHEREAS, Regional Priority 2, Policy 1.11 of the West Florida Strategic Regional Policy Plan states, "In water resource caution areas, public water systems should provide incentives such as reduced connection fees and service charges for customers who use effective water and/or wastewater saving devices; and disincentives such as escalating water rates for those who do not;" and

WHEREAS, Regional Priority 2, Policy 1.14 of the West Florida Strategic Regional Policy Plan states, "Expand public awareness regarding the need for management of regional water resources;" and

WHEREAS, Regional Priority 2, Policy 1.15 of the West Florida Strategic Regional Policy Plan states, "Prohibit the mining of water, where use exceeds historical recharge;" and

WHEREAS, Florida Statutes requires water management districts to develop water supply plans which identify water supply needs for the next 20 years; and

WHEREAS, Chapter 163, Florida Statutes, requires local governments to include in their comprehensive plan potable water elements a work plan, covering at least a 10-year planning period, for building water supply facilities that are identified in the element as necessary to serve existing and new development, and for which the local government is responsible; and

WHEREAS, the Planning Council reviews and comments on local government comprehensive plans and plan amendments regarding potential adverse impacts to Natural Resources of Regional Significance and recommends modifications to protect said resources from adverse impacts as per Chapter 163, Florida Statutes, to further the implementation of the goals and policies of the regional plan; and

WHEREAS, the Planning Council reviews and provides recommendations to local governments with regards to potential adverse impacts to Natural Resources of Regional Significance as a result of Developments of Regional Impact and recommends modifications to protect said resources from adverse impacts as per Chapter 380.06, Florida Statutes, to further the implementation of the goals and policies of the regional plan; and

WHEREAS, the minimum flows and levels of all water-dependent Natural Resources of Regional Significance have not yet been determined; and

WHEREAS, the water consumption needs of West Florida for the next 100 years have not yet been forecasted; and

WHEREAS, changes to the existing "local sources first" state policy and the interbasin transfer of water is inconsistent with the West Florida Strategic Regional Policy Plan as adopted by the Planning Council; and

WHEREAS, any discussion of regional water transfer is premature until minimum flows and levels are established for all water-dependent Natural Resources of Regional Significance to assure the continued economic growth and development of the region for the next 100 years without significant adverse impacts to said water-dependent Natural Resources of Regional Significance.

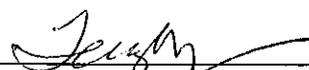
NOW, THEREFORE, BE IT RESOLVED BY THE WEST FLORIDA REGIONAL PLANNING COUNCIL, THAT:

1. The Planning Council recognizes Natural Resources of Regional Significance are valuable regional economic resources.
2. The Planning Council finds that the interbasin transfer of water may cause permanent, irreparable harm to Natural Resources of Regional Significance.
3. The Planning Council finds water conservation, re-use, and long-term planning under the current water supply planning process as better alternatives than the interbasin transfer of water.
4. The Planning Council finds additional funding to expedite the process of establishing minimum flows and levels for all water-dependent Natural Resources of Regional Significance combined with clearer legislative direction to the Florida Department of Environmental Protection with regards to its responsibility in ensuring an adequate water supply statewide as better alternatives than the establishment of a central regulatory commission to oversee water resources supply and development.
5. The Planning Council continues to find the existing state policy of "local sources first" combined with the protection of minimum flows and levels for natural resource protection and future growth and economic development as the most appropriate approach to statewide water supply planning and consumption.
6. The Planning Council supports the fundamental principles of Florida Water Law which require a showing that a proposed use of water is a reasonable, beneficial use, will not interfere with an existing legal use of water, and is consistent with the public interest.
7. The Planning Council encourages all local governments and elected officials to voice their concerns regarding the interbasin transfer of water to their state elected officials.
8. The Planning Council directs the Chair to distribute copies of this Resolution to the Governor of Florida, the President of the Florida Senate, the Speaker of the Florida House of Representatives, members of appropriate legislative committees, local legislative delegation, the Executive Director of the Northwest Florida Water Management Districts, the Florida Association of Counties, Florida League of Cities, west Florida local governments, the Executive Directors of all regional planning councils, and to other interested citizens and organizations.
9. This Resolution shall be effective upon adoption.

DULY ADOPTED, in regular session, this 19th day of April, 2010.

ATTEST:

**WEST FLORIDA
REGIONAL PLANNING COUNCIL**

By: 
Terry A. Joseph, Executive Director

By: 
Cindy Frakes, Chair

Memo

To: Edwin Eddy, City Council
From: Steve Milford 
Date: June 11, 2010
Re: Engagement of Tetra Tech as Consulting Engineer for Fishing Bridge Deconstruction

On May 3, 2010 the City Council accepted staff recommendation to pursue negotiations with Tetra Tech to assist the City as consulting engineers in the deconstruction of the fishing bridge.

Staff have negotiated with Tetra Tech and submit the attached work order agreement for approval of the City Council.

In summary, Tetra Tech will:

- Develop the bid package to the satisfaction of City staff;
- Manage the bid process including pre-bid meetings in coordination with staff;
- Assist in review and recommendation of submitted bids;
- Provide engineering oversight and documentation services during the deconstruction;
- Provide for the required side scan sonar mapping both pre and post work;
- Arrange for monitoring of work as recommended or required by permits and FEMA.

The contract establishes fees of:

- | | |
|---|-----------------------------------|
| 1. Engineering and Design | \$ 88,200.00 – lump sum |
| 2. Project Management | 96,500.00 – lump sum |
| 3. Required project monitoring (estimate) | 259,200.00 – actual hourly time |
| 4. Side scan sonar mapping | separate work order – forthcoming |

The monitoring element depends upon the work schedule and number of crews that the winning contractor deploys and therefore a maximum cannot be established at this time. FEMA has indicated that, due to numerous environmental concerns, specifically qualified personnel will need to be engaged for monitoring to ensure compliance with the variety of permit conditions.

All of the above anticipated costs are appropriate to include in FEMA reimbursement requests.

Recommendation:

That the City Council authorize the City Manager execute the attached work order agreement and engage Tetra Tech as the City's consulting engineers for the deconstruction of the Fishing Bridge.



Tetra Tech, Inc.
Professional Services Agreement for Engineering Services
A-WOC276-05-10

This Agreement is made and becomes effective this 5th day of May, 2010, between **City of Gulf Breeze**, (Client) and **Tetra Tech, Inc.**, (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services for Client as described in individual work orders that shall be issued for each engagement or Project. Work orders issued under this Agreement shall contain a description of the services (the Scope of Work) and shall state the compensation (the Fee) to be paid to Consultant by Client, and shall include a Schedule for completing the services. Each work order so issued shall become a part of this Agreement. Client acknowledges that Consultant will develop the Scope of Work, Fee, and Schedule for each engagement or Project based on available information and various assumptions. Client further acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing the services. Consultant is authorized to proceed with services upon receipt of an executed Agreement. Consultant agrees to perform the services in consideration of the compensation described in each work order and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A – Work Orders issued under this Agreement, any attachments referenced therein, and the attached Standard Terms and Conditions. This agreement between the Client and Consultant supersedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument.

Period of Service This Agreement shall become effective on the date written above and shall continue in full force and effect through December 31, 2012, unless earlier terminated by either party as set forth in the Termination provision of this Agreement. This Agreement may be renewed for additional one (1) year terms upon agreement in writing by both parties.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

City of Gulf Breeze
 1070 Shoreline Drive
 Gulf Breeze, Florida 32562
 850.934.4030

Tetra Tech, Inc.
 12815 Emerald Coast Parkway, Suite 110
 Destin, Florida 32550
 850.837.9278

By _____
Client's Authorized Signature

By _____
Consultant's Authorized Signature

Edwin "Buzz" Eddy
Printed Name

Michael B. Bomar, P.E.
 Vice President

Title

Witness

Witness

mwt\G:\Administrative\Contracts\Client Contracts\Client Work Order Contracts\Gulf Breeze, City of\WOC276-05-10\A-WOC276-05-10.docx



Professional Services Agreement
Attachment A – Work Order

WORK ORDER NO. _____
UNDER
TETRA TECH, INC.
WORK ORDER CONTRACT NO. _____ FOR
ENGINEERING SERVICES DATED _____

CONSULTANT

CLIENT

Name	_____	_____
Street Address	_____	_____
City, State, Zip	_____	_____
Contact Person	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-Mail	_____	_____

Work Order Date: _____

Project Identification: Name: _____

Tt Project No: _____ Location: _____

SCOPE OF WORK (attach sheet if necessary to describe)

SCHEDULE OF WORK (attach sheet if necessary to describe)

FEE

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Client's Authorized Signature

Printed Name

Printed Name

Title

Title

Date Executed

Two originals of this work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.



Tetra Tech, Inc.

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in individual Work Orders and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation - as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



**WORK ORDER NO. 1
AS ATTACHMENT A UNDER
TETRA TECH PROFESSIONAL SERVICES AGREEMENT NO. WOC276-05-10 FOR
ENGINEERING SERVICES DATED MAY 4, 2010**

CONSULTANT

CLIENT

Name	<u>Tetra Tech, Inc.</u>	<u>City of Gulf Breeze</u>
Street Address	<u>12815 Emerald Coast Parkway, Suite 110</u>	<u>1070 Shoreline Drive</u>
City, State, Zip	<u>Destin, Florida 32550</u>	<u>Gulf Breeze, Florida 32562</u>
Contact Person	<u>Michael B. Bomar, P.E.</u>	<u>Steve Milford</u>
Telephone	<u>850.837.9278</u>	<u>850.934.4030</u>
Fax	<u>850.837.7269</u>	
E-Mail	<u>michael.bomar@tetrattech.com</u>	<u>smilford@ci.gulf-breeze.fl.us</u>

Date Work Order Prepared: June 4, 2010

Project Identification: Name: Fishing Bridge Demolition Oversight Services

Tt Project No: TBD **Location:** Gulf Breeze, Florida

SCOPE OF WORK

Consultant's services will include services related to preparing Contract Documents; assisting the Client solicit, receive, and review bids; visit site and observe construction for conformance with the Contract Documents; clarify and interpret Contractor's questions; review shop drawings; review Contractor's pay requests and any change order requests; substantial completion inspection; regulatory certifications; and receive and review Contractor's completion documents. The proposed scope of work will be based on the demolition of the Gulf Breeze Fishing Bridge.

In general, the proposed scope of work for this Work Order No. 1 is based on:

- 30-day bidding period
- All work shall coincide under one contract
- Maximum 270 consecutive calendar day contract time for selected Contractor
- Four tasks: Contract Documents Preparation, Bidding Services, Construction Administration, and Construction Inspection

This scope of work shall involve a variety of tasks, including:

- Prepare Contract Documents for competitive bidding purposes
- Bidding Assistance and Issue Addenda
- Prepare for and attend Pre-Bid Meeting
- Prepare Bid Tabulation and Recommendation of Award
- Prepare for and attend Preconstruction Conference
- Review Shop Drawings and Samples
- Interpretations of the Contract Documents
- Evaluation of substitutes and "Or Equals"
- Preparation and submission of monthly Status Report updates
- Visits to site and observation monitoring of construction
- Applications for payment reviews
- Change order review and recommendations
- Contractor claims
- Substantial Completion inspection
- Regulatory certifications
- Final Notice of Acceptability of Work
- Assist in quantifying and reporting on the work with respect to the ongoing oil spill

Consultant shall provide the following professional services:

TASK 1 – PREPARE CONTRACT DOCUMENTS AND MEETINGS

- 1.1 Consultant shall prepare Contract Documents to include project bidding information, Bid Form, proposed Agreement, Construction forms, General Conditions, Special Conditions, technical specifications, and required plans. Consultant will meet with the Client at an initial kick-off meeting to discuss options to be included in the Contract Documents. A primary focus of the Contract Documents will be to describe the requirements for this project's scope of work, including Florida Department of Environmental Protection (FDEP) and U.S. Army Corps of Engineers (ACOE) special permit conditions and Federal Emergency Management Agency (FEMA) reporting conditions. The Contract Documents will also include figures and previously prepared structural analysis reports for reference.

Consultant will prepare an initial Draft set of Contract Documents for the Client's review and comment. The Consultant will meet with the Client on one occasion to review and discuss Client's comments on the Draft set of Contract Documents. The Consultant will also meet on a separate occasion with Client staff, FDEP, ACOE, and/or FEMA representatives to discuss comments on the Draft set of Contract Documents.

Following the receipt of the Client's and regulatory agencies' comments on the Draft Contract Documents, Consultant will prepare a Final set of Contract Documents for competitive bidding purposes. The Final Contract Documents will include reconciling the review comments received on the Draft Contract Documents.

TASK 2 – BIDDING SERVICES

2.1 Bidding Assistance and Issue Addenda

Consultant shall assist the Client in advertising for and obtaining bids; and, where applicable, maintaining a record of prospective bidders to whom Bidding Documents have been issued, and receive and process payments for Bidding Documents for a minimal fee approximately equal to the cost of printing, postage, and handling. In addition, Consultant shall issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents and consult with and advise the Client as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Consultant will also attend the bid opening, prepare bid tabulation sheets, and assist the Client in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, and services which shall include a recommendation of project award and conforming the Contract Documents.

2.2 Attend Pre-Bid Meeting

Consultant shall prepare for and attend one pre-bid meeting that shall be held and conducted with one walkthrough of the project site with prospective bidders. Consultant shall prepare minutes from the pre-bid meeting and distribute to all attendees.

TASK 3 –CONSTRUCTION ADMINISTRATION SERVICES

3.1 Pre-Construction Conference

Participate in a Pre-Construction Conference prior to commencement of Work at the Site. Consultant's participation in the preconstruction conference shall include:

- 3.1.1 Scheduling of the conference and notification of all parties who are required to attend.
- 3.1.2 Preparation of an agenda for the meeting for distribution to the participants.
- 3.1.3 Attendance at the meeting by Consultant's project manager, project engineer, inspector(s), and/or key subconsultant representatives.
- 3.1.4 Prepare and circulate meeting minutes to the Contractor and Client representatives.
- 3.1.5 Prepare and provide six sets of conformed Contract Documents for distribution to Client, Contractor, and Consultant.

3.2 Shop Drawings and Samples

Consultant shall review and approve or take other appropriate action in respect to Shop Drawings, Samples, Operation and Maintenance Manuals, test data, completion documents and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall be responsible for reviewing one submittal and up to one resubmittal of any Shop Drawing or Operation and Maintenance Manual. The review of additional resubmittals will be considered as an additional service and Consultant shall provide language in the construction contract making the Contractor responsible for the cost of additional reviews but to be paid by Client. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. Consultant shall take action upon all submittals within 30 days of receipt.

3.3 Contract Documents Interpretation

Consultant shall act as initial interpreter of the Contract Documents and as such shall:

3.3.1 Issue necessary clarifications and interpretations of the Contract Documents in response to Contractor's reasonable requests for information as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents.

3.3.2 Consultant may issue Field Orders and/or Work Directives with Client's consent authorizing variations from the requirements of the Contract Documents.

3.4 Substitutes and "or-equal"

Consultant shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Consultant shall coordinate proposals by the Contractor with the Client to receive feedback from Client regarding existing Client utility machinery and equipment, and Client's stated intent to standardize, when evaluating "or-equal" proposals. Services associated with making revisions to the Contract Documents occasioned by the acceptance of substitute materials or equipment, other "or equal" items, and services after the award of the Construction Agreement in evaluating and the determining the acceptability of a substitution which is found to be inappropriate for the project or evaluation of an excessive number of substitutions will be considered additional services outside of the scope of service. However, if the substitution is deemed necessary because the specified item is no longer commercially available or cannot be obtained within a reasonable period of time in which to incorporate it into the project under the proposed project schedule, such request shall be considered.

3.5 Progress Meetings and Project Updates

Consultant shall participate in construction progress meetings while construction is in progress. Consultant's participation shall include:

3.5.1 Attendance at regular progress meetings during construction held at intervals no more than one meeting every two weeks by the Consultant's project manager, his designee or resident project representative. Schedule of meetings shall be based on Contractor's work schedule.

3.5.2 The total number of meetings shall not be more than ten meetings from notice to proceed to final completion. Additional meetings brought forth by the Contractor, Client, regulatory agencies, field conditions, or other sources outside of this scope of work shall be considered additional services.

3.5.3 Prepare and circulate meeting agenda and meeting minutes to the Contractor and Client Representatives.

3.5.4 Consultant will prepare monthly status reports for the Client describing work completed in the previous 30 days, work expected in the subsequent 30 days, and construction photographs.

3.6 Applications for Payment

Based on Consultant's observations and on review of Applications for Payment and accompanying supporting documentation:

3.6.1 Determine the amounts that Consultant recommends Contractor be paid based upon review of Contractor's application for payment, releases of lien submitted by the Contractor, and verification of stored materials by resident project representative. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and

belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's work. In the case of unit price work, Consultant's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

- 3.6.2 By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Amendment and the Contract Documents. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

3.7 Change Orders

Consultant shall assist the Client with reviewing and processing change orders, if any are submitted by the Contractor, by:

- 3.7.1 Requesting proposals from the Contractor for additions, deletions, or modifications in the original scope of work requested by the Client, required to meet regulatory requirements, or required to fulfill the intent of the project design.
- 3.7.2 Reviewing and evaluation of change order proposals received from the Contractor.
- 3.7.3 Recommending and preparing change order forms with backup information and routing them to Contractor and Client for execution of those change orders which Consultant deems to be acceptable.

3.8 Contractor Claims

Consultant shall assist Client with the evaluation of Contractor's claims for adjustments, if any, in the Contract price or contract time by:

- 3.8.1 Accepting notices of the amount or extent of claims and supporting documentation from the Contractor, performing an initial evaluation of the claim and requesting additional information from the Contractor as may be required to complete the evaluation of the claim.
- 3.8.2 Completing the evaluation of the claim after the last submittal of data and preparing and submitting to the Client a formal written decision on such claim.

3.9 Substantial Completion

Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Client and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Client, Consultant considers the Work Substantially Complete, Consultant shall deliver a Certificate of Substantial Completion to Client and Contractor.

3.10 Final Notice of Acceptability of the Work

Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable (subject to the provisions of this Scope of Work) to the best of Consultant's knowledge, information, and belief and based on the extent of the services provided by Consultant under this Agreement.

3.11 Certifications

Consultant shall assist the Client with regulatory matters during construction by closing out construction permits applied for by the Client with Consultant's assistance including:

- 3.11.1 Preparing, submitting to Client for execution and forwarding to the regulatory agency, certification of completion forms required by the construction permit.
- 3.11.2 Preparing and submitting Notification of Project Completion of construction and construction permit closeout, if required by the permit.
- 3.11.3 Submitting Record Drawings to the regulatory agencies, if required by the construction permit.
- 3.11.4 Collecting, organizing and transmitting other project data to the regulatory agency, if required by the regulatory agency for closing of the construction permit.

TASK 4-- RESIDENT MONITORING INSPECTOR REPRESENTATIVE

4.1 On-Site Construction Services

In connection with observations of Contractor's work in progress:

- 4.1.1 Make visits to the Site at intervals appropriate to the various stages of construction, as Consultant deems necessary or as requested by the Client (subject to conditions in 4.1.2) to observe the progress of construction and its general conformance to the Contract Documents. Based on information obtained during such visits and such observations, Consultant will determine, in general, if Contractor's work is proceeding in accordance with the Contract Documents, and Consultant shall keep Client informed of the progress of the Work. Consultant shall conduct up to ten site visits by up to two professional engineers per visit during the proposed construction contract.
- 4.1.2 Consultant shall furnish a Resident Project Representative ("RPR") to assist Consultant in observing the progress and quality of the Work at various stages of construction. At this time, it is expected that the Consultant will be required to provide the services of one to two environmental scientists, one archaeological scientist, and one to two construction inspectors as RPRs for this project. Consultant shall furnish two full-time (average forty hours per week, but overtime will be likely) RPR for 36 weeks or a maximum of 3,600 hours total.
- 4.1.3 Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the Work. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 4.1.4 The duties and responsibilities of the RPR (Inspector) are limited to those of Consultant in the Agreement with the Client and in the Contract Documents, and are further limited and described as follows:
 - 4.1.4.1 *General:* RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Consultant, Contractor and Client. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
 - 4.1.4.2 *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
 - 4.1.4.3 *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, job conferences and other project-related meetings, and prepare and circulate copies of agenda and minutes thereof. Conduct bi-weekly progress meetings with the Contractor and Client representatives and prepare and circulate copies of agenda and minutes thereof, as required. During the bi-weekly meetings, the following will be reviewed, as a minimum: schedule, work completed, activities planned for the upcoming week, change order status, RFI status, pay request status, critical project



issues, outstanding submittals, field orders, and two week look ahead. The services described for this task shall be the same as Task 3.5 of this Work Order.

- 4.1.4.4 *Liaison*: Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents. Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations. Assist in obtaining from Client additional details or information, when required for proper execution of the Work. Interpretation of Contract Documents: Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
- 4.1.4.5 *Shop Drawings and Samples*: Record date of receipt of Samples and approved Shop Drawings. Receive Samples, which are furnished at the Site by Contractor, and notify Consultant of availability of Samples for examination and approval. Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Consultant.
- 4.1.4.6 *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
- 4.1.4.7 *Review of Work and Rejection of Defective Work*: Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 4.1.4.8 *Inspections, Tests, and System Startups*: Consult with Consultant in advance of scheduled major inspections, tests, and systems startups of important phases of the Work. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Consultant appropriate details relative to the test procedures and systems startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Consultant.
- 4.1.4.9 *Records*: Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, approved Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents. The Client shall be provided three (3) copies from Consultant of all construction documents and correspondence at the same time they are provided to the RPR. Prepare a daily report, in electronic format, recording Contractor's hours on the Site, Contractor's daily staffing and equipment on the site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant and Client. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment. Maintain records for use in preparing Project documentation. Upon completion of the Work, furnish an original set of all RPR Project documentation to Consultant and a record copy to the Client. Maintain daily photo records of construction activities illustrating the progress of the work as well as construction issues encountered.

- 4.1.4.10 *Reports:* Furnish to Consultant periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals. Draft and recommend to Consultant proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. Furnish to Consultant and Client copies of all reports generated during construction. Three (3) copies shall be furnished to the Client. Report immediately to Consultant the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes. During the weekly staff meeting, provide a report to the Client and Contractor identifying fees owed to the Client for additional shop drawing reviews, additional testing resulting from failed results and other items requiring reimbursement to the Client.
- 4.1.4.11 *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 4.1.4.12 *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, Operation and Maintenance Manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.
- 4.1.4.13 *Completion:* Before Consultant issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work. Participate in a substantial completion inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed or collected. Observe whether all items on final list have been completed or collected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 4.1.4.14 *Sampling and Testing:* Coordinate with the Contractor and with a City contracted materials testing company, the scheduling of all testing required by the specifications. Observe the performance of field testing of soils, materials, coatings, etc. required by the specifications to assist Consultant in ascertaining that the type and frequency of tests have been performed and determine the acceptability of the results based on the contract specifications. Observe the collection or collect samples of raw water, formation cuttings, water quality in accordance with the requirements of the specifications, regulatory permits or as required by the Consultant.

ADDITIONAL SERVICES

Additional Services not included in Consultant's Scope of Services or Compensation requiring Client's Separate Authorization in Advance. If authorized in writing by Client, Consultant shall furnish or obtain from others Additional Services of the types listed below.

1. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Consultant's control.
2. Services required as a result of Client's providing incomplete or incorrect Project information.
3. Services attributable to more prime construction contracts than specified in this Scope of Work
4. Providing construction surveys and staking to enable Contractor to perform its work and any type of property or right-of-way surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
5. Providing services beyond the Contract Times set forth herein or as a result of the Client directing the Contractor to demobilize/mobilize.



6. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
7. Services required to respond to written inquires generated by other Consultants employed by the City.
8. Other services performed or furnished by Consultant not otherwise provided for in this Scope of Services.
9. Special inspections for structural and architectural inspections for the purpose of providing final building certification of compliance with the Florida Building Code.
10. Performing underwater site-scan sonar scans to establish pre-construction and post-construction conditions (to be covered under separate, subsequent work order).
11. Other related tasks as directed by the Client
12. Waterside inspection services beyond visual site inspection from existing standing bridge spans accessible by foot.
13. Equipment rentals beyond items identified in the Scope of Work for this Work Order.

SCHEDULE OF WORK (attach sheet if necessary to describe)

Services described under Scope of Work above will begin upon receipt of signed Work Order.

FEE

Compensation for the described services shall be in accordance with the Scope of Work for the following fees. Fees shall be lump sum unless indicated otherwise. Services noted as hourly will be invoiced in accordance with the attached hourly rate schedule (Table 1).

Engineering & Design Services	\$ 88,200
Construction Administration Activities	\$ 96,500
Monitoring (hourly)	<u>\$259,200</u>
TOTAL	\$443,900

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Client's Authorized Signature

Michael B. Bomar, P.E.
Vice President

Printed Name

Title

Date Executed

Two originals of this work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.

TABLE 1



TETRA TECH, INC.

Rate Schedule for Time and Expense Services
Effective October 1, 2009, through September 30, 2010

	2010 Hourly Billing Rate
<i>Project/Program Management</i>	
Project Manager	\$160
Senior Project Manager	\$195
Discipline Leader	\$210
Operations Manager	\$220
<i>Project Administration</i>	
Project Assistant	\$65
Project Administrator	\$75
Senior Project Administrator	\$80
Contracts Administrator	\$100
<i>Engineers</i>	
Engineer I	\$85
Engineer II	\$110
Engineer III	\$125
Engineer IV	\$135
Engineer V	\$165
Engineer VI	\$215
<i>Scientists</i>	
Scientist I	\$80
Scientist II	\$95
Scientist III	\$100
Scientist IV	\$135
Scientist V	\$160
Scientist VI	\$190
<i>Design Professionals</i>	
Graphic Designer	\$65
CAD Tech I	\$55
Cad Tech II	\$65
CAD Designer I	\$75
CAD Designer II	\$90
Senior CAD Designer	\$120
Architect	\$130
Engineering Designer I	\$115
Engineering Designer II	\$125
Senior Engineering Designer	\$140
CADD Manager	\$120
<i>Plant Operations</i>	
Operator I	\$60
Operator II	\$70
Plant Supervisor	\$75
Plant Manager	\$90
Plant Operations Manager	\$110



TETRA TECH, INC.

**Rate Schedule for Time and Expense Services
Effective October 1, 2009, through September 30, 2010**

2010 Hourly Billing Rate

Surveyors

Survey Tech I	\$50
Survey Tech II	\$55
Survey Party Chief	\$95
Surveyor	\$80
Survey Manager	\$140
Senior Survey Manager	\$155

Construction Services

Construction Administrator	\$80
Construction Inspector	\$75
Senior Construction Inspector	\$135
Construction Manager I	\$140
Construction Manager II	\$145
Construction Director	\$185

GIS Analyst

Analyst	\$50
Analyst II	\$60
GIS Manager	\$160

Interns

Engineering Intern	\$45
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Technicians

Technician I	\$40
Technician II	\$60
Technician III	\$70
Senior Technician	\$85
Lead Technician	\$115

Reimbursable Expenses

	Rate
Subcontractors	Cost plus 15%
Mileage:	
Auto	IRS Standard Rate
Truck	125% of IRS Standard Rate
Out of Pocket Expenses	Cost
Special Equipment	Standard Rate Schedule (available upon request)

ENVIRONMENTAL - All Environmental Review is complete. Project must be implemented in accordance with conditions list below.

Laws/EOs	Status
Coastal Barriers Resources Act (CBRA) This project is not located within a CBRA Zone. Cheryl Nash, Environmental Specialist	Completed
Clean Water Act (CWA) USACE "no permit required" for demo approved on 6/29/07 applies until 6/29/2012. FFWCC holds USACE permit 199402365 (IP-CP) for Escambia County artificial reef. FDEP (850-595-8300 x1129) on 12/18/09 includes comments requesting use of side-scan radar before and after to ensure removal of debris and use of turbidity control during construction. FDEP Letter of Consent for SSL (4/2/27) recommends Public Notice. FEMA will require.	Completed
Coastal Zone Management Act (CZMA) USACE "no permit required" for demo approved on 6/29/07 applies until 6/29/2012. FFWCC holds USACE permit 199402365 (IP-CP) for Escambia County artificial reef. FDEP (850-595-8300 x1129) on 12/18/09 includes comments requesting use of side-scan radar before and after to ensure removal of debris and use of turbidity control during construction. FDEP Letter of Consent for SSL (4/2/27) recommends Public Notice. FEMA will require.	Completed
Endangered Species Act (ESA) USFWS concurred by letter dated 3/22/2010 with NLAA determination for Gulf Sturgeon and Florida Manatee (FWS 2010-I-0157); Compliance with USACE Standard Manatee Construction Conditions and all other project conditions is required NMFS concurred by letter the proposed action is not likely to destroy or adversely modify Gulf Sturgeon critical habitat (F/SER 31.MCB). NMFS' Seaturtle and Smalltooth Sawfish Construction Conditions and all other project conditions is required; see conditions in letter attached from NMFS dated 06/04/10.	Gen Revw/NA
Fish and Wildlife Coordination Act (FWCA) Coordination is complete through ESA consultation with USFWS and USACE permitting process.	Gen Revw/NA
National Historic Preservation Act (NHPA) 1/18/06 - The applicant must carry out the requirements and conditions of the Florida State Historic Preservation Office (SHPO) for the recordation, protection and treatment of underwater cultural resources as stated in their letter to Mr. Joseph Hudick dated January 13, 2006. Under this agreement the applicant should complete a Florida Master Site File Bridge form, black and white photographs and a USGS Quadrangle location map that should be forwarded to this SHPO. Previous surveys identified twelve (11) targets/anomalies that may be historical resources that should be avoided (Targets 8, 20-24, 38-41 and 91). The 11 targets/anomalies must be relocated and should be avoided and buffered by no less than 50-feet around each, and for those that cannot feasibly be avoided or buffered must be investigated by a professional diver investigations that conduct a visual inspect to determine the origin of the target/anomaly. A marine archaeologist must perform and/or supervise the diver investigations, or other professional experienced in underwater archaeology. The diver must determine the nature of the objects responsible for generating the magnetic signatures will be needed. If the archaeologist determines that the hurricane resulted in significant alterations to the previously recorded target/anomaly locations, etc., further consultation with this office may be required to determine the necessary course of action. If the previously identified targets/anomalies can be relocated the information gained from the diver investigations would be used to evaluate the significance of each target and help in the formulation of the avoidance plan. That information would be submitted to this office for evaluation and recommendations regarding the proposed impact to potentially significant targets/anomalies and an avoidance plan. In addition, if archaeological investigations are required, the archaeological consultant will be required to apply for a Chapter 1A-32 Archaeological Research Permit from the Division of Historical Resources, Bureau of Archaeological Research. The contact for this permit is Dr. Ryan Wheeler, who can be reached by telephone at (850) 245-6444.	Completed
Clean Air Act (CAA)	Gen Revw/NA
E.O. 11988: Floodplains Debris removal (except non-emergency disposal in a floodplain or wetland) is exempt from the 8-step process per 44 CFR Part 9.5(c)(12). Facility is in the SFHA (Zone AE) per FIRM panel # 12113C 0606G. As a pier it is functionally dependant on its location in the floodplain. All disposal will be in compliance with FDEP requirements. Project will have no significant, long-term adverse effects to the floodplain.	Completed
E.O. 11990: Wetlands	Gen Revw/NA
E.O. 12898: Environmental Justice for Low Income and Minority Populations	Gen Revw/NA

Standard Conditions

1. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.
3. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

06/09/10 - EHP REVIEW

THE PROPOSED ACTION IS TO DEMOLISH 147 SPANS (7350 LF) X 22' WIDE CONCRETE & STEEL BRIDGE MOST RECENTLY USED AS FISHING PIER; AND TO REMOVE AND DISPOSE OF DEBRIS FROM THE WATERWAY. THE PIER IS LOCATED IN PENSACOLA BAY (LAT/LONG 30.37404, -87.17702). THE APPLICANT IS THE CITY OF GULF BREEZE IN SANTA ROSA COUNTY FL. A SIMILAR ACTION WAS COMPLETED IN 2005 BY ESCAMBIA COUNTY UNDER DR-1551, PW 955. ALL DEBRIS ABOVE 15' BELOW MLW, INCLUDING PILINGS AND PIERS WILL BE REMOVED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS; AND ALL PERMIT AND PROJECT CONDITIONS. ANY DEBRIS BELOW 15' BELOW MLW AND NOT A HAZARD TO NAVIGATION WILL BE LEFT IN-PLACE SO AS TO AVOID UNNECESSARY DISTURBANCE TO SEDIMENTS AND SEA LIFE IN THE PROJECT AREA. THE APPLICANT HAS PROVIDED DOCUMENTATION OF THE NECESSARY USACE AND FDEP PERMITS AND CLEARANCES (SEE BELOW). FEMA HAS CONSULTED WITH USFWS & NMFS AS REQUIRED UNDE

R SEC. 7 OF THE ENDANGERED SPECIES ACT, AND WITH SHPO AS REQUIRED BY SEC. 106 OF THE NHPA. PROJECT SPECIFIC CONDITIONS WERE REQUIRED BY FDEP, SHPO, USFWS, NMFS, AND USACE. APPLICANT MUST VERIFY COMPLIANCE WITH ALL PERMIT AND PROJECT CONDITIONS AT PROJECT CLOSE-OUT.

PROJECT CONDITIONS:

STANDING AND SUBMERGED DEBRIS ASSOCIATED WITH THE PIER WILL BE REMOVED USING A CRANE ON A BARGE
ALL DEBRIS EXTENDING ABOVE 15 FEET BELOW THE MLW WILL BE REMOVED.
APPLICANT MUST COORDINATE ACTIVITY WITH ROBERT TURPIN, ESCAMBIA COUNTY MARINE RESOURCES DIVISION
THE PROPOSED ACTION WILL TAKE PLACE FROM MAY - SEPTEMBER ONLY
NO PERMANENT MOORINGS WILL BE USED AND NO DREDGING OF ANY KIND WILL OCCUR.
A LOW-SPEED HYDRAULIC COLLAR WILL BE USED TO SHEAR OFF PILINGS.
NO HYDRAULIC JETTING OR EXPLOSIVES WILL BE USED DURING DEMOLITION.
THE CLEAN CONCRETE DEBRIS WILL BE TRANSPORTED BY BARGE AND DISPOSED OF AT LAARS EAST OR OTHER APPROVED ESCAMBIA COUNTY ARTIFICIAL REEF.
STEEL WILL BE RECYCLED. OTHER DISPOSAL WILL BE IN ACCORDANCE WITH FDEP REQUIREMENTS.
USACE MANATEE AND NMFS' SEATURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS WILL BE IMPLEMENTED.
MONITORING WILL BE ACCOMPLISHED USING THE SAME METHODS IMPLEMENTED BY ROBERT TURPIN (ECMRD) DURING THE ESCAMBIA DECONSTRUCTION.
APPROPRIATE TURBIDITY CONTROL MUST BE USED DURING DE-CONSTRUCTION.
SIDE-SCAN RADAR MUST BE USED BEFORE AND AFTER DE-CONSTRUCTION TO ENSURE COMPLETE REMOVAL OF DESIRED DEBRIS.
RECORDATION IN THE FLORIDA MASTER SITE FILE IS REQUIRED. EXISTING ANOMALIES DISCOVERED DURING EARLIER SURVEYS MUST BE RE-LOCATED AND AVOIDED, PROTECTED OR INVESTIGATED BY A MARINE ARCHAEOLOGIST.
PUBLIC NOTICE OF THE PROPOSED ACTION WILL BE REQUIRED

DOCUMENTATION:

SHPO LETTER (1/13/06) REQUIRES RECORDATION OF BRIDGE AND PROTECTION OF UNDERWATER ARCHAEOLOGICAL RESOURCES (DHR PROJECT FILE NO.: 2005-13512)
FDEP PERMIT EXEMPTION (57-274051001-DE) FOR DEMO APPROVED 4/2/07. APPLICANT MUST COORDIN

ATE ACTIVITY WITH ROBERT TURPIN, ESCAMBIA COUNTY MARINE RESOURCES DIVISION (850-595-4395),
EMAIL FROM LARRY O'DONNELL, FDEP (850-595-8300 X1129) ON 12/18/09 INCLUDES COMMENTS REQUESTING USE OF SIDE-SCAN RADAR BEFORE AND AFTER TO ENSURE REMOVAL OF DESIRED DEBRIS AND USE OF TURBIDITY CONTROL DURING CONSTRUCTION.
FDEP LETTER OF CONSENT FOR SSL (4/2/27) RECOMMENDS PUBLIC NOTICE. FEMA WILL REQUIRE.
USACE "NO PERMIT REQUIRED" FOR DEMO APPROVED ON 6/29/07 APPLIES UNTIL 6/29/2012. FWC HOLDS USACE PERMIT 199402365 (IP-CP) FOR ESCAMBIA COUNTY ARTIFICIAL REEF
ESCAMBIA COUNTY BA AND CONSULTATIONS WITH USFWS & NMFS CONCURRENCE (FWS 4-P-05-200 & F/SER 31:MCB) FOR SIMILAR ACTION UNDER DR-1551, PW 955 (2005).
USFWS CONCURRED BY LETTER DATED 3/22/2010 WITH NLAA DETERMINATION FOR GULF STURGEON AND FLORIDA MANATEE (FWS 2010-I-0157); COMPLIANCE WITH USACE STANDARD MANATEE CONSTRUCTION CONDITIONS AND ALL OTHER PROJECT CONDITIONS IS REQUIRED
NMFS CONCURRED BY LETTER DATED 06/04/2010 THE PROPOSED ACTION IS NOT LIKELY TO DESTROY OR ADVERSELY MODIFY GULF STURGEON CRITICAL HABITAT (F/SER 31:NS). NMFS' SEATURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS AND ALL OTHER PROJECT CONDITIONS IS REQUIRED.

FAILURE TO COMPLY WITH ALL PERMIT AND PROJECT CONDITIONS MAY JEOPARDIZE FEMA FUNDING. R.MYERS, ELO



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Edwin A. Eddy, City Manager

From: Leslie Gomez, Deputy City Clerk

Date: 6/11/2010

Subject: Development Review Board Appointment

Mr. Terry Pape has resigned his position as a member of the Development Review Board (DRB) effective June 1, 2010. The Board's alternate Samantha Rine has agreed to fill Mr. Pape's position effective immediately.

The Board will need two (2) more alternates.

RECOMMENDATION:

THAT THE CITY COUNCIL APPOINT BOARD ALTERNATE SAMANTHA RINE TO SERVE ON THE DEVELOPMENT REVIEW BOARD AND SELECT TWO (2) ALTERNATES.

TMP DESIGN

TO: MR. BUZZ EDDY-CITY MANAGER
C/O THE CITY OF GULF BREEZE
DATE: JUNE 1, 2010
FROM: MR. TERRY MICHAEL PAPE
RE: DEVELOPMENT REVIEW BOARD (RESIGNATION)

PHONE: 850-934-5110
PHONE: 850-932-5582

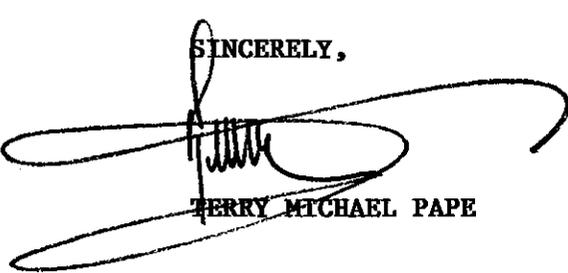
NOTE: EFFECTIVE THIS DATE I AM RESIGNING FROM THE CITY OF GULF BREEZE , FL.
DEVELOPMENT REVIEW BOARD.

BECAUSE OF MY NEW PROFESSION I FIND MYSELF TRAVELING MORE AND WILL
NOT BE ABLE TO ATTEND THE MEETINGS AS REQUIRED.

I HAVE ENJOYED SERVING ON THE BOARD BUT IT IS TIME FOR ME TO PASS THE
TORCH ON TO SOMEONE ELSE.

THANKS TO YOU ALL FOR YOUR TIME, COOPERATION AND CONSIDERATION.

SINCERELY,



TERRY MICHAEL PAPE

cc: MR. DON SCOTT

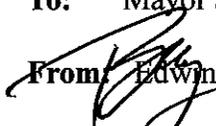


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/10/2010

Subject: Florida League of Cities Annual Conference

The FLC annual conference will be held this year in Hollywood, Florida from August 19 – 21st. This annual conference, if you can attend, can be a great opportunity to make contacts with others around the State that have dealt with the same issues we face. In addition, some of the sessions are instructional.

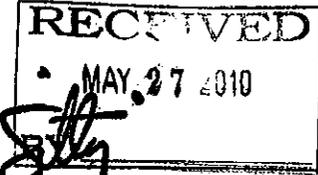
If the Council will advise as to who can attend, we will make travel and lodging reservation. The Council also needs to officially select a Voting Delegate. The delegate is typically the Mayor if she can attend.

(850) 934-5100 • FAX (850) 934-5114

POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com



TO: Municipal Key Official
FROM: Michael Sittig, Executive Director
DATE: May 25, 2010

SUBJECT: 84th Annual FLC Conference – *Creating Community in Tough Times*
VOTING DELEGATE AND RESOLUTION INFORMATION
August 19-21, 2010 – Westin Diplomat Resort, Hollywood

As you know, the Florida League of Cities' Annual Conference will be held at the Westin Diplomat Resort in Hollywood, Florida on August 19-21. This year we are celebrating *Creating Community in Tough Times* which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2009.

Registration materials have already been sent to each municipality. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 13, 2010.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than July 30, 2010.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

President **John Marks**, Mayor, Tallahassee

First Vice President **Joy Cooper**, Mayor, Hallandale Beach • Second Vice President **Patricia J. Bates**, Mayor, Altamonte Springs
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**84th Annual Conference
Florida League of Cities, Inc.
August 19-21, 2010
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Or Fax to Gail Dennard at (850) 222-3806

Procedures for Submitting Resolutions
Florida League of Cities' 84th Annual Conference
Westin Diplomat Resort
Hollywood, Florida
August 19-21, 2010

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 13, 2010, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

Important Dates

May 28, 2010

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 18

Appointment of Resolutions Committee Members

July 13

Deadline for Submitting Resolutions to the League office

August 19

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 21

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: June 11, 2010

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

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. Council directed staff to issue a Request for Qualification for landscaping architecture services. 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 has provided the City with a contract(work order) for services of \$29,900 for Phase I which was approved at the May 5th meeting.

Land Design Innovations, LLC presented to the City Council a conceptual drawing of the project (Phase I) at a workshop at the May 17th, 2010 City Council Meeting. At this meeting, the Council requested a price for designing Phase II from LDI. Phase II streetscape design consists of the Hwy 98 corridor(both sides) from the athletic field to Daniel Drive. Staff has received Work Order No. 5059.71I from LDI in the amount of \$24,900.

Attached find copies of the recent Work Order No. 5059.71I, Phase I design, and Phase II from the original Grant submission.

RECOMMENDATION: That the City Council accept staff recommendation of Land Design Innovations and approve LDI price of \$24,900 to do the Phase II landscape design work for the City. Funding for this project will be from the Community Redevelopment Agency.





WORK ORDER NO. 05059.071

PROJECT: Construction Drawings for US 98 Streetscape Project Phase II

CLIENT: City of Gulf Breeze

PROFESSIONAL: Land Design Innovations, Inc.

Execution of Work Order Number 05059.071, by the City of Gulf Breeze, shall serve as authorization for Land Design Innovations, Inc. (LDI) to provide professional services to prepare construction drawings for landscape improvements consistent with the Florida Department of Transportation (FDOT) SB 1446 grant for the Phase II project area. This project area incorporates the U.S. 98 corridor from the entrance to Gulf Breeze Elementary School to the north side of Shoreline Drive (\pm 1,140 linear feet).

RESPONSIBILITY OF LDI:

Consultant shall provide said professional services pursuant to this Work Order, which will include:

Task A – Site Investigation, Coordination Meeting and Project Schedule

LDI will collect and review information and data pertinent to the site/project. Data may include existing tree, irrigation, water and sewer utility information. LDI will meet collectively (one meeting) in Gulf Breeze with City staff and School Board representatives to discuss the streetscape concepts and the proposed improvements along U.S. 98. LDI's Project Landscape Architect will attend the meeting. Based on input from meeting attendees, LDI will develop a project schedule.

Task B – Conceptual Drawings / Public Workshop

Based on the site investigation and data analysis, LDI will refine the conceptual drawings previously submitted for the FDOT landscape grant. LDI will present the conceptual design at one (1) public workshop organized by the City. LDI will render Landscape Sheets LS-140, and LS-150 and incorporate the color graphics into a PowerPoint presentation. The renderings will also be mounted on two display boards for the City's use.

Task C – Preparation of Construction Documents

Based on the streetscape concepts and input from the public workshop, LDI will prepare the construction documents for the landscape, irrigation and hardscape improvements for Phase II of the U.S. 98 Landscape Project. The sub-task items to be completed include the following:

- Base Sheet: Available AutoCAD drawing files furnished by FDOT or others, depicting the existing roadway and right-of-way conditions, will be used as the base drawings for development

of the plans. Should the available CAD drawing files be incomplete or not accurately depict the existing site conditions (including existing trees, above and below ground utilities), additional land surveying will be required to generate accurate base drawings. These additional survey services are not included as part of this Work Order and would be performed under an additional authorization.

- Landscape Plans: LDI will prepare final Landscape Plans which depict the location, type and size of proposed trees, shrubs, ground cover and lawn areas. The plans shall also contain plant installation details as required and shall be consistent with City and the FDOT regulations. The plans will be prepared in AutoCAD drawing format.
- Irrigation Plans: A water efficient irrigation system will be designed that identifies the location, size, and materials of the irrigation system. LDI will design an irrigation system that maximizes the use of the irrigation piping, sprinklers and control valves. During Phase I of the streetscape installation, the contractor is to provide a new pump capable of meeting the required flow rate. This new system should have enough capacity to irrigate Phase II of the landscaping. Connections to the school wells would be capped and connections to the new system made. To maximize the use of the existing irrigation system, the City is to provide an as-built plan that identifies the existing pipe size, general location of zones and general location and type of heads. The City is also to provide information pertaining to the existing well stating the maximum well capacity (GPM) and water quality. Design of a new well or a water source other than the existing well is not included as part of this Work Order
- Hardscape: LDI will prepare final Hardscape Plans which depict the location, materials, and construction details of proposed hardscape elements such as, brick Imprint® specialty asphalt paving for pedestrian crosswalks. No modifications to the existing sidewalks are proposed at this time.
- Site Furniture and Fixtures: LDI will provide a site-furnishing plan depicting the color, material, type, locations, etc. for site elements that includes trash receptacles and benches.
- Streetlights: Preparation of Streetscape Lighting in support of the approved landscape design. These plans shall identify the location, size, and materials of the lighting system. No photometric or electrical plans are included as part of this Work Order.
- Maintenance Manual: LDI will provide a manual detailing the maintenance requirements of the plant materials specified for the streetscape. Information will be included on watering, fertilizing and pruning requirements.
- Cost Estimates: LDI will develop a construction cost estimate for the project based on 2010 market rates. Approximate costs associated with the other streetscape components (crosswalks, site furnishings, etc.) will be included in the cost estimate as well. The cost estimate will consist of two main sections, one section for the landscape and irrigation improvements, a second section for the site furnishings and hardscape. Other costs associated with streetscapes (burying utilities, streetlamps, etc.) will not be included in the cost estimates as part of this contract. If requested by the Client, these cost estimates can be provided by LDI following the appropriate phase of design under a separate work order.

Task D – Project Coordination and Review

LDI will coordinate with the City of Gulf Breeze and the FDOT by phone, fax and e-mail. LDI will attend two (2) meetings with City staff to review the construction drawings and the cost estimate. LDI's

Project Landscape Architect to attend via conference call (Skype). In addition, LDI will submit the construction plans to the FDOT for their review and approval.

LDI will attend one (1) preconstruction meeting in Gulf Breeze as required by the FDOT.

Services Not Included at This Time

The following services are not included in this contract but may be provided by the LDI team in a subsequent scope of work at the request of the City:

- Construction Permitting Services: Preparation, certifications, and processing of permit applications through the City of Gulf Breeze and the FDOT (use agreement, ROW encroachment permit, etc.) and coordination of the review of such permit applications by the agencies.
- Bid Solicitation Assistance: Services to assist the City with advertising the construction project and receiving construction bids has not been included with this scope of work. It is assumed that the City's Purchasing Department staff will assemble the construction plans with the City's standard bidding documents, advertise the project, distribute the bidding documents to bidders, coordinate the submittal of the bids from bidders, and receive and evaluate the bids.
- Construction Administration: If requested by the Client, construction administration meetings or services will be billed on a time and materials basis consistent with LDI's current hourly rates for the year of service.

TIME FOR COMPLETION:

The professional services authorized by this Work Order shall be completed within the timeframe agreed upon by the City and Consultant, and any amendments thereto.

COMPENSATION:

Compensation to LDI for completion of the professional services outlined herein will be in accordance with the following fee schedule:

Phase Description	Design Service Fees
A. Site Investigation, Meeting, Project Schedule	\$3,000
B. Conceptual Drawings/Public Workshop	\$2,500
B. Construction Documents	\$15,000
C. Project Coordination w/ City & FDOT	\$4,400
Total Lump Sum Fee:	\$24,900

Out-of-Pocket Reimbursable Expenses: All direct out-of-pocket reimbursable expenses such as travel (airfare, hotel, mileage, meals), printing, CAD plotting, courier deliveries, FedEx deliveries, etc., will be invoiced as direct pass through costs in addition to the lump sum fees above. The typical amount of out-of-pocket reimbursable expenses is 5% of the Total Lump Sum Fee. For meeting attendance in Gulf Breeze, LDI anticipates travel expenses for three (3) trips for the Project Landscape Architect (Maitland office) and five (5)

meetings with a Senior Planner (Fort Walton Beach office). LDI will make every effort to split travel expenses between neighboring clients by coordinating meeting and site visits whenever possible.

PROPOSAL CONDITIONS:

The following general conditions and exclusions are applicable:

- Work not specified in the above proposal items will not be performed without the Client's prior knowledge and written approval. Upon request, additional services will be performed on a lump sum basis under a separate work order.
- If public hearings or meetings other than those outlined herein are requested the meetings will be completed on an hourly basis under a separate work order.
- Proposed design services are limited to on-site ground level landscape architectural and hardscape design services. A Structural Engineer shall be retained by the Client for Professional Services in design of retaining walls and other hardscape structural elements, etc. as required. The Consultant could provide structural engineering services as additional services, if requested by the Client.
- Client shall provide material testing services as required for project construction and certification.
- The Client understands that LDI has no responsibility or control over the final approvals and/or issuance of permits.
- The above stated fees do not include the payment of any governmental agency submittal or processing fees. The cost of these fees shall be the responsibility of the Client and the Client will need to provide all permit fees separately in the form of a check payable to the appropriate permitting agency.
- All advertising and requests for bids from contractors will be completed by the Client.
- These terms and conditions stated herein shall remain in effect for three (3) months from the date of this proposal. Once services are authorized, terms remain in effect for duration of project, unless modified as mutually agreed upon by Client and LDI.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this day of _____, 2010, for the purposes stated herein.

Land Design Innovations, Inc.

Witness: _____

By: _____
Tracy L. Crowe, President

Date: _____

City of Gulf Breeze

Witness: _____

By: _____
Mr. Edwin A. Eddy, City Manager

Date: _____

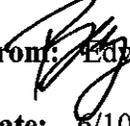


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/10/2010

Subject: Selection Process for Rec Center Architect

Attached is a copy of the letter we sent to the Committee we formed to help reduce the list of Architectural firms interested in designing the Rec Center addition. Four members of the Park Board volunteered to serve. They are Rhea Kessler, Bob Burns, Jennifer Hawkins and Hank Guess. This group along with Ron Pulley will develop a short list of at least three firms to interview.

Following the interviews, a firm will be recommended to the Council.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

Dear Review Committee Member,

June 9, 2010

Thank you for your interest in serving on this committee. The scope of our project is complex and that fact makes your task a very important one. A good plan, which is then well executed, can complete the most complex task with a smoothness that mimics simplicity. This will be the charge to the architectural firm that you recommend... to put together a solid plan and execute it flawlessly.

The firm you recommend must be able to design a new facility and the upgrades to the existing one, in a manner that serves our community as efficiently and effectively as possible. The new facility must blend, visually and functionally, with the existing Recreation Center. The existing Recreation Center, once renovated, should feel just as new and exciting as the brand new addition. Lights, heat and air conditioning systems must be designed for maximum economy without sacrificing function. Security systems should enable a minimum number of staff to manage and effectively supervise a facility full of events, programs and guests. The project also needs to be accomplished in a manner that provides the least amount of disruption to our current schedule of events, activities and programs. The firm's ability to plan a logical, efficient sequence of events is absolutely critical.

We are fortunate to have nineteen firms competing for this project. Each brings something different to the table. It's your job to recommend the firm that, based on their submitted information, has the greatest likelihood of accomplishing each and every one of our objectives, within the allotted time and budget.

You are being asked to judge each submittal based on the enclosed criteria. Please complete one rating sheet for each submittal. Please return all 19 submittals and their corresponding rating sheets to me by June 18, 2010. Upon receipt of all of your evaluations, I will compile the results. If a clear leader or leaders emerge, I will seek references regarding each of the top three, including ties. The reference criteria are also included in your package. In the event that no clear leaders emerge after this initial evaluation, the highest scoring firms will be invited, by the Committee, to make presentations and answer questions.

Again, thank you for your willingness to serve on this selection committee. If you have any questions, please call me at your convenience.

Sincerely,

Ron Pulley, Director

2010 Addition to Gulf Breeze Recreation Center City of Gulf Breeze Architectural Services Evaluation

	Proposer/Firm Name				
Evaluation Factor	Score				
1) Team Makeup & Structure					
2) Experience with Multi-Purpose, Recreation / Community Center Design					
3) Experience with projects of similar scope & size, integrating old & new.					
4) Demonstrated knowledge of local environmental conditions					
5) Demonstrated experience in Multi-phase projects					
Total Score					

Rating Scale

1 **2** **3** **4** **5**
 Poor, Average, Outstanding,

By: _____
(Please print name)

Signature: _____

Date: _____

**2010 Addition to Gulf Breeze Recreation Center
 City of Gulf Breeze
 Architectural Services Evaluation**

Reference Inquiry Results

Firm _____

Reference _____

Evaluator _____

Date _____

Rating Scale

1
 Poor,
 Frequent

2

3
 Average,
 Occasional

4

5
 Outstanding,
 Never

1. Architect's relationship with contractors _____

2. Architect's on-time performance _____

3. Project completed (over budget, on target or under budget) _____

4. Unanticipated project surprises _____

5. Response to unanticipated surprises _____



City of Gulf Breeze Police Department

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

June 9, 2010

To: Edwin Eddy, City Manager
From: Peter Paulding, Chief of Police
Re: COPS Grant Application update

This is a follow-up to City Council approval made April 2009 to apply for The Office of Community Oriented Policing Services (COPS Office) funds available under the COPS Hiring Recovery Program. Our application last year was not approved, but was held at the COPS Office if additional funds became available. The funding became available recently and the application was available for update for reconsideration. Applications became available for on-line submission June 2 and the deadline is June 16. We updated our application and submitted it for approval of funds to hire an additional officer for the next three years.

The program is designed to preserve jobs and increase community policing and crime prevention efforts. These funds will allow us to increase our current staffing strength back to 18 full time sworn personnel. The funds will pay 100% of the costs for the officer for three years. There is a 12 month retention requirement at the end of the three year period.