GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION

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

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding Community Development Block Grant - 504 Compliance Policy

B. Discussion and Action Regarding Alternate Project #11, Purchase of Fleet Vehicles

C. Discussion and Action Regarding Plans and Specifications, Landscaping Design, Phase II, U.S. 98 Beautification

D. Discussion and Action Regarding Status and Proposed uses for State Revolving Fund (SRF Loan) for SSRUS Eastern Wastewater Treatment Facility

E. Discussion and Action Regarding Report to Council of Critical Required Acquisitions and Procurements Regarding the Deepwater Horizon oil spill

F. Discussion and Action Regarding Final Invoice, Indever, LLC, in the Amount of $13,630

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

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: June 25, 2010

SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT- 504 COMPLIANCE POLICY

We recently transmitted copies of various policies to the State Department of Community Affairs (DCA) that are required for the Community Development Block Grant Program. One policy that is outstanding is a policy against discrimination of individuals with disibilities.

DCA and our consultant, Jordan and Associates, provided the attached draft policy for staff review. It is very detailed and a good policy statement for staff to follow in maintaining current City facilities and any future additions or remodels.

Staff is prepared to recommend action as follows.

RECOMMENDATION: That the City Council approve the attached City of Gulf Breeze Section 504 Compliance Policy and approve Resolution No. 16-10 at the July 6th City Council meeting.

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RESOLUTION 16-10

A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA ADOPTING SECTION 504 COMPLIANCE POLICY

WHEREAS, millions of Americans have one or more physical or mental disabilities and the number of Americans with such disabilities is increasing; and

WHEREAS, individuals with disabilities constitute one of the most disadvantaged groups in society; and

WHEREAS, disability is a natural part of the human experience and in no way diminishes the right of individuals to:

(A) Live independently;
(B) Enjoy self-determination;
(C) Make choices;
(D) Contribute to society;
(E) Pursue meaningful careers; and
(F) Enjoy full inclusion and integration in the economic, political, social, cultural, and educational mainstream of American society; and

WHEREAS, increased employment of individuals with disabilities can be achieved through implementation of statewide workforce investment systems under Title I of the Workforce Investment Act of 1998 that provide meaningful and effective participation for individuals with disabilities in workforce investment activities and activities carried out under the vocational rehabilitation program established under Title I, and through the provision of independent living services, support services, and meaningful opportunities for employment in integrated work settings through the provision of reasonable accommodations; and

WHEREAS, individuals with disabilities continually encounter various forms of discrimination in such critical areas as employment, housing, public accommodations, education, transportation, communication, recreation, institutionalization, health services, voting and public services; and

WHEREAS, the goals of the Nation properly include the goal of providing individuals with disabilities with the tools necessary to:

(A) Make informed choices and decisions; and
(B) Achieve equality of opportunity, full inclusion and integration in society, employment, independent living and economic and social self-sufficiency, for such individuals.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA, on this _____ day of _____, 2010.

_____

Beverly, H, Zimmern, Mayor

Attest:

_____

Marita Rhodes, City Clerk

CITY OF GULF BREEZE

SECTION 504

COMPLIANCE POLICY

I. GENERAL POLICY

A. APPLICABILITY

This Section 504 Compliance Policy establishes procedures and guidelines that shall be used to effectuate compliance with nondiscrimination based on handicap to the end that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD). Compliance with Section 504 does not assure compliance with requirements for accessibility by physically handicapped persons imposed under the Architectural Barriers Act of 1968. All HUD Federally financed activities shall be accomplished in compliance with applicable state and federal laws.

SECTION 504 LAW AND REGULATIONS

Laws relative to nondiscrimination based on handicap in federally assisted programs of HUD, in general, may be found in Section 504 of the Rehabilitation Act of 1973 (as amended), Section 109 of the Housing and Community Development Act of 1974 (as amended), and 24 CFR, Part 8. The provisions of these nondiscriminatory procedures shall not be construed to conflict with or supersede the requirements of any other applicable state or federal laws or regulations. In regard to programs or activities in connection with Community Development Block Grants (CDBG), the U. S. Department of Housing and Urban Development (HUD) grant administration regulations relating to non-discriminatory practices are promulgated in the Uniform Federal Accessibility Standards (UFAS). This document, which sets standards for facility accessibility by

physically handicapped persons for federally funded facilities, programs, and/or activities, is hereby incorporated by reference. Future state or federal regulations applicable to nondiscriminatory practices under the CDBG Program shall supersede and/or supplement this policy.

B. DEFINITIONS

1. "Accessible" when used with respect to the design, construction, or alteration of a facility or a portion of a facility other than an individual dwelling unit, means that the facility or portion of the facility when designed, constructed or altered, can be approached, entered, and used by individuals with physical handicaps;
2. "Accessible" when used with respect to the design, construction, or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical handicaps;
3. "Accessible Route" means a continuous unobstructed path connecting accessible elements and spaces in a building or facility that complies with the space and reaches requirements of applicable standards prescribed by 24 CFR, Part 8, section 8.32;
4. "Adaptability" means the ability of certain elements of a dwelling unit, such as kitchen counters, sinks, and grab bars, to be added to, raised, lowered, or otherwise altered, to accommodate the needs of persons, with or without handicaps, or to accommodate the needs of persons with different types or degrees of disability;
5. "Auxiliary Aids" means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving Federal financial assistance

(i.e., readers, Brailled materials, audio recordings, telephone communication devices for deaf persons (TDDs), interpreters, etc.);

6. "Individual with Handicaps" means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment, or is regarded as having such impairment.

7. "Qualified Individual With Handicaps" means:

   a. with respect to employment, an individual with handicaps who, with reasonable accommodation, can perform the essential functions of the job in question; and

   b. with respect to any non-employment program, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the City of Gulf Breeze can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from, that program or activity.

8. "Undue Hardship" means financial or administrative burdens that would be imposed on the operation of the City of Gulf Breeze's program. Factors to be considered include:

   a. the overall size of the City of Gulf Breeze's program with respect to number of employees, number and type of facilities, and size of budget;

   b. the type of the City of Gulf Breeze's operation, including the composition and structure of the City of Gulf Breeze's workforce; and

   c. the nature and cost of the accommodation needed.

II. COMMUNICATIONS

A. AUXILIARY AIDS

The City of Gulf Breeze shall furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of, a program or activity receiving Federal financial assistance. The City of Gulf Breeze is not required to provide individually prescribed devices or other devices of a personal nature. Where the City of Gulf Breeze communicates with applicants and beneficiaries via telephone, telecommunication devices for deaf persons (TDDs) shall be used. The telephone number to utilize the TDD is (800) 955-8771. This is not a dedicated circuit; however, employees who normally answer this line are familiar with TDD tones and will immediately switch the line to TDD receive mode. The City of Gulf Breeze shall adopt and implement procedures to ensure that interested persons (including persons with impaired vision or hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. Mobility impaired persons in wheel chairs should call ahead for assistance, blind individuals should call ahead for escorts, and deaf persons should call ahead for an interpreter (person schooled in sign language). In brief, if the disabled person calls the City of Gulf Breeze prior to the event and communicates to a City of Gulf Breeze employee the particular problem that he or she has, assistance will be provided accordingly. However, Section 504 does not require the City of Gulf Breeze to take any action that the City of Gulf Breeze can demonstrate would result in a fundamental alteration in the nature of a program or activity or in undue financial and administrative burdens.

III. EMPLOYMENT

A. GENERAL PROHIBITIONS

No qualified individual with handicaps shall, solely on the basis of handicap, be subjected to discrimination in employment under any program or activity that receives Federal financial assistance from HUD.

B. REASONABLE ACCOMMODATION

The City of Gulf Breeze shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified applicant with handicaps or employee with handicaps, unless the City of Gulf Breeze can demonstrate that the accommodation would impose an undue hardship on the operation of its program. The City of Gulf Breeze may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

C. EMPLOYMENT CRITERIA

The City of Gulf Breeze will not use any employment test or other selection criterion that screens out individuals with handicaps nor make any pre-employment inquiry of an applicant to determine whether the applicant is an individual with handicaps or to the nature or severity of a handicap. The City of Gulf Breeze may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

IV. PROGRAM ACCESSIBILITY

A. GENERAL REQUIREMENTS

No qualified individual with handicaps shall, because the City of Gulf Breeze's facilities are inaccessible to or unusable by individuals with handicaps, be denied the

benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.

B. NON-HOUSING FACILITIES

New non-housing facilities shall be designed and constructed to be readily accessible to and usable by individuals with handicaps. Alterations to existing non-housing facilities shall, to the maximum extent feasible, be made to make them more readily accessible to and usable by individuals with handicaps. The City of Gulf Breeze shall operate each non-housing program or activity receiving Federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with handicaps.

1. Methods

The City of Gulf Breeze may comply with the requirements of this section through such means as location of programs or services to ensure accessible facilities or accessible portions of facilities, assignment of aides to beneficiaries, home visits, the addition or redesign of equipment, changes in management policies or procedures, acquisition or construction of additional facilities, or alterations to existing facilities. The City of Gulf Breeze is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with this section.

2. Historic Preservation Programs or Activities

In meeting Section 504 requirements in historic preservation programs or activities, the City of Gulf Breeze shall give priority to methods that provide physical access to individuals with handicaps. However, in cases where a physical alteration to an historic property would substantially impair the "significant historic features" of

the property or result in undue financial and administrative burdens, the structural modifications need not be made. In unique cases where this occurs, the precise alterations, impact and reasons for noncompliance shall be completely documented.

3. Time Period for Compliance

The City of Gulf Breeze shall comply with the obligations established under this section immediately, except that where structural changes in facilities are undertaken, such changes shall be made within the time frames established by the attached transition plan. If structural changes to non-housing facilities will be undertaken to achieve program accessibility, the City of Gulf Breeze shall develop a transition plan setting forth the steps necessary to complete such changes. The plan shall be developed with the assistance of interested persons, including individuals with handicaps or organizations representing those individuals. A copy of the plan shall be available for public inspection, and at a minimum, shall:

a. identify physical obstacles in the City of Gulf Breeze' facilities that limit the accessibility; of its programs or activities to individuals with handicaps;

b. describe in detail the methods that will be used to make the facilities accessible;

c. specify the schedule for taking the steps necessary to achieve compliance with this section and identify steps that will be taken during each year of the transition period;

d. indicate the official responsible for implementation of the plan; and

e. identify the persons or groups with whose assistance the plan was prepared.

V. ENFORCEMENT

A. ASSURANCES

An applicant for Federal financial assistance for a program or activity to which Section 504 applies shall submit an assurance to HUD on a form specified by the responsible civil rights official that the program or activity will be operated in compliance with Section 504. In case of Federal financial assistance extended in the form of real property or to provide real property or structures on the property, the assurance will obligate the City of Gulf Breeze for the period during which the real property or structures are used for the purpose for which Federal financial assistance is extended. In the case of Federal financial assistance extended to provide personal property, the assurance will obligate the City of Gulf Breeze for the period during which it retains ownership or possession of the property. In all other cases, the assurance will obligate the City of Gulf Breeze for the period during which Federal financial assistance is extended.

B. SELF-EVALUATION

The City of Gulf Breeze shall, as expeditiously as possible, and after consultation with interested persons, including individuals with handicaps or with organizations representing those individuals:

1. evaluate its current policies and practices to determine whether they do not or may not meet the requirements of Section 504;
2. modify any policies and practices that do not meet the requirements of Section 504; and
3. take appropriate corrective steps to remedy the discrimination.

The attached Self-Evaluation Plan will be utilized to review each public facility for accessibility and compliance. The results of this evaluation are to be utilized in preparing the Transition Plan.

A recipient that employs fifteen or more persons shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the responsible civil rights official, upon request: a list of the interested persons consulted, a description of areas examined and any problems identified, and a description of any modifications made and or any remedial steps taken.

C. DESIGNATION OF RESPONSIBLE EMPLOYEE

A recipient that employs fifteen or more persons shall designate at least one person to coordinate its efforts to comply with Section 504. The responsible person designated is the City Manager, and can be reached at (850) 934-5115.

VI. GRIEVANCE PROCEDURES/COMPLAINT RESOLUTION

A. GENERAL PROVISIONS

A recipient that employs fifteen or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.

B. NOTICE

A recipient that employs fifteen or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with hearing and vision impairments, and unions and professional organizations that it does not discriminate on the basis of handicap. The notification shall state that the recipient does not discriminate in regards to its federally assisted programs.

The notification shall also include an identification of the responsible employee designated to coordinate with Section 504 (See Section V, Paragraph D above). The initial notification shall be made as soon as possible but within 90 days of Policy adoption. Methods of notification may include the posting of notices or publication in newspapers. Any such notice must include all of the information discussed in this paragraph. The recipient must also ensure that members of the population, likely to be affected directly by a Federally assisted program, who have visual or hearing impairments are provided with the information necessary to understand and participate in the program.

C. GRIEVANCE PROCEDURES

Any person or any representative of such a person who believes that he or she has been discriminated against should first contact, in writing, the person identified as City Manager on page 10 of this policy. The grievance must be filed within 30 days of the alleged discriminatory act and must give the following:

1. name and address of the complainant;
2. name and address of the alleged offending party;
3. specific details, in a near chronological order, of the events leading to the alleged action;
4. the alleged discrimination;
5. names, addresses and phone numbers of any witnesses or other persons having knowledge of the circumstances; and
6. any other relevant information.

The City of Gulf Breeze will attempt to satisfactorily resolve the issue, informally, by contacting the involved parties within 20 days of receipt. Documentation of all phone calls, contacts and information received or disseminated must be carefully kept. Additionally, the members of the elected government must be kept informed and up-to-date regarding the grievance and the progress in resolution. This information flow will occur via written progress reports, no less frequently than monthly, and discussions, as necessary, at each regularly scheduled meeting of the elected body.

The Citizens Advisory Task Force (CATF) will be called into session to advise the City of Gulf Breeze and to fashion a plan for resolution should initial resolution attempts fail. This group will function in an advisory capacity as specified in the document that establishes their existence. Records of proceedings will be maintained and forwarded to the elected body. The CATF may call both parties together in an attempt to reach an amicable solution. The City Manager will act as the intermediary between the CATF and the electorate and will ensure the same information flow as described above.

Should informal resolution be unsuccessful, the grievance will be elevated to the formal stage. All communications will occur only in written form, via certified mail. The local government's attorney will become the lead official, acting on behalf of and with the consent of the local governing body. Maximum effort will be given to achievement of a mutually agreeable resolution with all proceedings and communications thoroughly and precisely documented.

If the preceding attempts remain unsuccessful, the matter shall be officially brought to the attention of the applicable State or Federal agency and their guidance solicited and followed.

Information in the sections which follow expound further on grievance/ complaints which have exhausted local capability.

D. COMPLIANCE INFORMATION

Each recipient shall keep such records and submit to the responsible civil rights official complete and accurate compliance reports upon request. The records shall indicate the extent to which individuals with handicaps are beneficiaries of federally assisted programs. Each recipient shall permit access to these records by the responsible civil rights official and the general public during normal business hours.

E. DISCRIMINATION COMPLAINTS/GRIEVANCES

Any person, or any representative of such a person, who believes that he or she has been discriminated against may file a confidential complaint with HUD's Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, Washington, D.C. 20410. The written complaint must be filed within 180 days of the alleged discriminatory act. The complaint must give the name and address of the alleged complainant, the name and address of the offending party, and the details of the events leading to the charge of discrimination. The responsible civil rights official will notify both the complainant and the recipient of the agency's receipt of the complaint within ten calendar days.

F. COMPLAINT/GRIEVANCE RESOLUTION

HUD's civil rights official will review the case for acceptance, rejection, or referral within twenty days of acknowledgment of receipt of the complaint. The recipient of federal monies is then notified of the complaint and is given a chance to respond in writing within thirty days of receiving it. HUD officials then attempt to resolve the

complaint informally. If informal resolution is not possible, an investigation is conducted resulting in either a dismissal of the complaint or a letter of findings against the recipient, which must be issued within 180 days of receipt of the complaint. The letter of findings is then sent via certified mail, return receipt requested, to both the complainant and the recipient. Within ten days of notification of noncompliance, the recipient may volunteer to comply with the regulation. Otherwise, compliance may be effected by the suspension or termination of, or refusal to grant or continue federal financial assistance.

This last measure is the end result of a process that goes through many channels:

1. the recipient is notified of its failure to comply,
2. a finding of noncompliance is formally recorded after the recipient has been given the opportunity for a hearing,
3. the Secretary of HUD approves the action, and
4. thirty days expire after the Secretary has filed a report with the committees of the House and Senate having legislative jurisdiction over the program or activity involved. Intimidatory or retaliatory acts by the recipient or the offended party is prohibited. No intimidation, threats, coercion, or discrimin-ation against any person for having participated in this investigation is permitted. The identity of complainants shall be kept confidential except to the extent necessary to carry out the intent of this policy.

ATTACHMENT C

TRANSITION PLAN
FOR
SECTION 504 COMPLIANCE

1. Facility: _____
Name/Location

	Obstacles	Accessibility Method	Schedule	Responsibility
a.				
b.				
c.				
d.				

2. Facility: _____
Name/Location

	Obstacles	Accessibility Method	Schedule	Responsibility
a.				
b.				
c.				
d.				

ATTACHMENT A
SELF-EVALUATION PLAN

1. Parking:

   (a) Handicapped designated parking spaces provided.
   (b) Spaces closest to accessible entrance and on accessible route.
   (c) Spaces minimum of 96" in width.
   (d) Access aisle adjacent to parking space and minimum of 60" in width.
   (e) Slope of space and access aisle is maximum of 1:50.
   (f) Spaces marked with universal access codes.

2. Accessible Route:

   (a) Unobstructed path.
   (b) Minimum width of 36".
   (c) Minimum passing space of 60" at 200' intervals.
   (d) Minimum headroom of 80".
   (e) Surface texture of firm, stable, non-slip material.
   (f) Slope not to exceed 1:20.
   (g) If slope exceeds.5", install ramp (see Section 5).
   (h) Gratings of maximum .5" width in direction of route.

3. Outside Paths and Walks:

   (a) Minimum of one accessible route in boundary of site from public transportation stops, parking, passenger loading zones, streets or sidewalks.

4. Curb Ramps:

   (a) Provided where an accessible route crosses a curb.
   (b) Maximum slope of 1:12.
   (c) Minimum width of 36".
   (d) Firm, stable, non-slip surface.
   (e) Maximum slope of flared sides of 1:10 if no hand or guard rails provided.

5. Ramps:

   (a) Provided on any part of an accessible route with a slope exceeding 1:20.
   (b) Maximum slope of 1:12.
   (c) Maximum cross slope of 1:50.
   (d) Firm, stable, non-slip surface.
   (e) 30" to 34" high handrails extending 1' beyond top and bottom, or ramp provided if ramp rise exceeds 6" and run exceeds 72".
   (f) Edge protection to prevent slipping off ramps.
   (g) Level landing same width as ramp and minimum of 60" in length at top and bottom of ramp and at turn of ramp.

6. Building Entrance:

   (a) Minimum of one principle entrance.
   (b) On an accessible route.
   (c) Level entry or sloped with a 32" non-revolving door.
   (d) Minimum of 32" width.
   (e) Entryway clear of obstacles.
   (f) Hardware maximum height of 48" and push/pull type or lever operated.
   (g) Maximum of 8.5 lbf exterior hinged door, 5lbf interior hinged door, sliding or folding.
   (h) Maximum of .5" height with leveled edge and maximum slope of 1:2.

7. Elevators:

   (a) Minimum of one serving each level on an accessible route in a multi-story facility where levels are not connected by ramps.
   (b) Self-leveling with reopening devices.
   (c) Doors remain open for 3 seconds.
   (d) Minimum side opening of 51" x 58" and minimum front opening of 51" x 80".
   (e) Centered maximum of 42" from floor, and lighted.
   (f) Control panel maximum of 48" from floor, with buttons minimum of ¾", and marked with raised characters.

8. Lifts:

   (a) May be used in lieu of elevator.
   (b) Minimum of 30" x 48".
   (c) Control panel maximum of 48" front approach and 54" parallel approach.
   (d) One hand operable.

9. Toilets:

   (a) On accessible route.
   (b) Entrance door minimum of 32" with lever handle, or push/pull type hardware.
   (c) Door closer 5 lbf maximum effort to open.
   (d) Unobstructed space.
   (e) Doors on stalls minimum of 32" and stalls minimum of 36".
   (f) Grab bars 33" – 36" high at back and side of commode, 1.25" – 1.50" diameter, and 1.50" clear of wall.
   (g) Commode seat 17" – 19" height.
   (h) Toilet paper dispenses 19" minimum above floor.
   (i) Lavatory maximum 34" height, drain and hot water pipes insulated, and minimum 29" clearance below apron.
   (j) Mirror bottom 40" maximum above floor.
   (k) Urinal basin opening maximum 17" from floor.
   (l) Towel dispenser and disposal unit height 40" maximum above floor.
   (m) Faucet handles extended.

10. Drinking Fountains:

    (a) 50% of water fountains must be accessible on each floor; if only one is available, it must be accessible.
    (b) On an accessible route.
    (c) Spout mounted 36" above floor.
    (d) Controls must be operable with one hand without grasping or twisting.
    (e) Wall-mounted bottom of apron to floor 27" minimum; built in 30" x 48" minimum in front of fountain.

11. Warning Signals:

    (a) If warning systems are provided, both visual and audible should be provided.
    (b) Signals must be perceptible above prevailing sounds.
    (c) Signals must be visual – flashing exit signs.

12. Meet Rooms and Conference Areas:

    (a) Are all rooms handicapped accessible?
    (b) Minimum of three wheelchair locations in lieu of seats.
    (c) Wheelchair locations must be on an accessible route.
    (d) Wheelchair locations forward access must be a minimum of 48" long x 33" wide, and side access must be a minimum of 60" long x 33" wide.
    (e) Performing areas must be on an accessible route.
    (f) Listening systems must be audio-looped and radio-frequency acceptable.

13. Public Telephones:

    (a) Minimum of one per floor if phones are installed.
    (b) On an accessible route with clear floor space 30" x 48".
    (c) Highest operable control 48" for front approach and 54" for parallel approach.
    (d) Control must be push buttons.
    (e) At least one phone shall generate a magnetic field and at least one shall have a volume control for the hearing-impaired.

Definition: Handicapped means wheelchair bound, mobility-impaired, hearing-impaired, deaf, and/or blind.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 6/23/2010

Subject: Alternate Project #11, Purchase of Fleet Vehicles

The approved Alternate Projects list includes $233,000 for purchase of fleet vehicles. Replacement of fleet vehicles was a simple project for the FEMA list as it did not require any form of environmental analysis. This project is also critical because the City has fallen behind in recent years in replacing vehicles.

We propose to purchase three (3) replacement vehicles for the Police Department. We recommend transfer of the Ford F-150 pick up truck to parks as it is no longer suited for front line Police Department use. The other two vehicles for the Police Department will replace the oldest Crown Victoria units.

For the Parks Department, along with the addition of the 2005 pick-up truck listed above, we plan to replace our 1997 tractor we use as a mower and front end loader, a four door crew cab pick-up truck and an enclosed axle trailer for hauling materials to job sites.

For Public Services, we propose replacement of three work trucks that we believe will have the most costly maintenance and repairs in the future.

RECAP

POLICE

Purchase:

Chevrolet Tahoe Police Pkg. (1)

Crown Victoria Police Pkg. (2)

Estimated Cost: $ 86,000

Transfer F-150 to Parks

PARKS

Purchase:

Tractor		$ 30,000
4 Door Crew Truck		$ 32,000
Dual Axle Trailer		$ 5,000
	Total:	**$ 67,000**

PUBLIC SERVICES

Replace three work trucks With Utility Body ($26,000 Per Unit)		$ 80,000
	Total:	**$233,000**

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE LIST OF VEHICLES AS PROVIDED FOR PURCHASE VIA THE NORMAL BIDDING PROCEDURES AS ALTERNATE PROJECT #11, PURCHASE OF FLEET VEHICLES.

Old Vehicle	New Vehicle	Total Cost	Year
2005 Ford F150 Truck	2010 Chevrolet Hybrid Silverado equipped	$48,966.93	1
2003 Crown Vic K9	2010 Chevrolet Tahoe fully equipped	$42,383.00	1
2006 Crown Vic patrol	2010 Ford Crown Vic fully equipped	$34,027.00	2
1999 Honda Accord	2011 Ford Crown Vic covert vehicle	$38,579.00	3
2006 Crown Vic patrol	2011 Ford Crown Vic fully equipped	$35,728.35	3
2006 Dodge Charger patrol	2012 Ford Crown Vic fully equipped	$37,514.77	4
2007 Crown Vic patrol	2013 Ford Crown Vic fully equipped	$39,390.51	5
2007 Crown Vic patrol	2013 Ford Crown Vic fully equipped	$39,390.51	5
Total		**$315,980.06**	

Vehicles equipped with lights, sirens, radios, laptop & printer, in-car video, radar and identifying marking (as needed)

New Vehicle	Total Cost	Year
Kuboto Tractor Model 3540	$29,775.00	1
Truck, 4 door, service body	$32,000.00	1
Enclosed traier, dual axle	$4,898.00	1
Mower, 72"	$8,500.00	2
Boom Lift	$17,000.00	2
Parking Lot Sweeper	$15,000.00	2
Truck, 4 door, service body	$32,000.00	3
Two-sided, portable readerboards	$10,000.00	3
Mower, 48"	$5,800.00	3
Utility Vehicle	$11,000.00	4
Mower, 72"	$8,500.00	4
Mower, 60"	$6,000.00	5
Walk Behind Top Dresser	$7,400.00	5
Total	**$187,873.00**	

PUBLIC SERVICES 5 YEAR CAPITAL EQUIPMENT

DEPT	Replaced But Kept	Model	YEAR	MILES	Orig. Cost t Purchase	2010	2011	2012	2013	2014	2015
					TOTAL	$1,340,500					
					TOTAL PER YEAR	$338,000	$260,500	$267,000	$290,000	$135,000	$50,000
NG		Dodge 3/4	1999		$22,000	$28,000					
NG		Ford F-250	2004		$22,000		$28,000				
NG		Ford F-250	2006		$22,000				$25,000		
NG		Ford F-150	2005		$22,000				$28,000		
NG		Ford F-250	2004		$22,000				$28,000		
NG		Dodge 3/4	2003		$22,000		$28,000				
NG		Dodge 3/4	1999		$22,000	$28,000					
NG		Dodge Doy	2004		$22,000			$28,000			
NG		Dodge 3/4	2001		$22,000	$28,000					
NG		Dodge 3/4	2001		$22,000	$28,000					
NG		Ford F-450	2001		$22,000				$35,000		
NG		Dodge 3/4	2002		$22,000	$25,000					
NG		Ford F-350	2004		$22,000					$35,000	
NG		Trailer			$10,000			$10,000			
NG		Trencher & Trailer			$28,000			$28,000			
NG		Golf Cart & Storage									
S		Ram Truck	2000	15470							
S		Ram 3500	1998	16871							
S		RAM 2500	2006	27053	$22,000		$25,000				
S		RAM 2500	2006	40173	$15,000		$17,000				
S		S-10 Picku	2003	56725	$15,000		$17,000				
S		RAM 1500	1999	85596	$22,000	$25,000					
S		F250 Picku	2004	89230	$15,000		$17,000				
S		RAM 1500	2002	92713	$22,000	$28,000					
S		RAM 2500	2001	115117	$22,000	$28,000					
S	YES	RAM 2500	1998	147203							
S		Crane Truck					$85,000				
S		Push Camera					$8,500				
S		Track Camera								$60,000	
S		Air Compressor/Hammer						$25,000			
S		By-Pass Pump							$50,000		
S		Storage Bldg (prefab)						$50,000			
S		Utility Trailer					$10,000				
S		Vacuum Excavator									
S		Backhoe				$50,000					
S		Dump Truck									$50,000
SD		Bucket Tru	1993								
SD		Dump Truc	2000								
W		Colorado	2006	21983	$15,000			$17,000			
W		Colorado	2006	24119	$15,000			$16,000			
W		Durango	2006	31000	$22,000			$25,000			
W		Colorado	2006	31799	$15,000			$17,000			
W		RAM 2500	2006	40099	$22,000			$25,000			
W		S-10 Picku	2003	65147	$18,000	$19,000					
W		F250 Picku	2004	66118	$15,000	$17,000					
W	YES	EXPLORE	1995	99393							
W		RAM 2500	2001	110990	$22,000	$28,000					
W		Inst-Valve Machine							$50,000		
WW		RAM 2500	2006	28661	$22,000		$25,000				
WW	YES	RAM 1500	1998	141000							
WW		1TON 4x4	1987	174800							
WW		RAM 1500	2006		$22,000			$26,000			
WW		Commercial Lawn Mower				$6,000					
WW		DO Probes/Controller							$60,000		
WW		Gator							$14,000		
WW		Skid Loader								$40,000	

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 6/25/2010

Subject: Plans and Specifications, Landscaping Design, Phase II, U.S. 98 Beautification

---

The City Council directed staff to solicit proposals from local landscaping architects for the design and preparation of plans and specifications for phase II of the beautification of U.S. 98 from Andrew Jackson to Daniel Drive. The original proposal from Land Design Innovations was for $24,900 plus reimbursement of out of pocket expenses.

LDI was paid to prepare the FDOT grant application and design phase I. Design for phase I and installation of phase I will be paid for by the $350,000 FDOT grant.

The City Council was pleased with the LDI design for phase I and asked if this design and selection of plant materials could be extended into phase II more cost effectively by a local landscape architect.

We have two (2) proposals. The first is from Ken Johansen, a well known local landscape architect. He proposes to complete the same scope of work for a total cost of $21,000. Any reimbursable expenses would be limited as Mr. Johansen is local.

We received a second proposal from Ken Griffin Landscaping. Mr. Griffin's firm is also well known in the area. The total price from his firm is $21,500. Reimburseable expenses would also be limited with this local firm.

The options for the Council are:

1. Use LDI for the work. This option makes sense when you consider the price (including reimburseables) difference is about $5,000 and that it was LDI that helped secure the FDOT grant and devised the phase I design the Council liked.
2. Use either Ken Griffin or Ken Johansen. There are savings to be achieved in the range of $5,000. Staff can direct the selected firm to use LDI's design for phase I and extend it and the plant materials utilized to phase II.
3. Seek proposals for phase II. We only contacted two local firms. There may be others locally or more local that LDI with a better price and qualifications.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO UTILIZE THE SERVICES OF KEN GRIFFIN LANDSCAPING FOR PHASE II OF THE U.S. 98 BEAUTIFICATION PROJECT AND BID PHASES I AND II AT THE SAME TIME.

LAND DESIGN INNOVATIONS
Incorporated

WORK ORDER NO. 05059.07I

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 05059.07I, 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 (± 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: _____

Ken Johansen, Landscape Architect LLC
P.O. Box 12271
Pensacola, Florida 32591

phone: (850) 516-2544
fax: (251) 946-3263
email: ken@kenjohansen.com

City of Gulf Breeze
Landscape Architectural Proposal for
U.S. Highway 98 Streetscape Project Phase II

June 24, 2010

We will provide landscape architectural services as described below for the U.S. Highway 98 Streetscape Project Phase II consisting of the highway corridor (both sides plus median) from Gulf Breeze Elementary School entry drive to Shoreline Drive/Daniel Drive/U.S. Highway 98 intersection (approximately 1,140 linear feet).

Our scope of services will be as described in Tasks A, B, C, and D of proposed Work Order 05059.07I. Proposal conditions as described on page four of above work order will apply.

This proposal does not include construction permitting services, bid solicitation assistance, or construction administration. These services may be added at an additional fee.

The services authorized by this proposal will be completed within the timeframe agreed upon by our firm and the City of Gulf Breeze, and any amendments thereto.

Our compensation for these services will be a fixed fee of twenty-one thousand dollars ($21,000.00). This fee includes normal reimbursable expenses. Payments will be made by the City of Gulf Breeze as follows:

two thousand dollars ($2,000.00) upon substantial completion of Task A;
an additional three thousand dollars ($3,000.00) upon substantial completion of Task B;
an additional fourteen thousand dollars ($14,000.00) upon substantial completion of Task C;
and an additional three thousand dollars ($2,000.00) upon completion of Task D.

There will be no additional payments by the City of Gulf Breeze for normal reimbursable expenses, other than for expenses for services required by the City of Gulf Breeze that are not currently included in the scope of work. A service charge of 1.5% per month will be added to the unpaid balance of any invoice over thirty days old.

Proposal approved for Ken Johansen Landscape Architect LLC by:
Date:
Proposal approved for City of Gulf Breeze by:
Date:

KENGRIFFIN

Landscape Contractors
3004 Westfield Road*Gulf Breeze, FL 32563
(850)932-9304 * Fax: (850)932-8694

LANDSCAPING PROPOSAL

Page No. 1 of 1 pages

To: City of Gulf Breeze
Attn: Buzz Eddy

Date: 06/24/10 Phone Fax: 934-5114

Job Location: Highway 98 Streetscape Phase II

We hereby submit specifications and estimates for landscaping as follows:

Includes the following:

1. Meet with City of Gulf Breeze representatives to begin discussion of concepts and improvements. Begin with collecting any information needed for this project.

2. Once all pertinent information from the city representatives is collected, a landscape drawing will begin. A conceptual drawing will be submitted to the City of Gulf Breeze for their input; afterwards a final plan will be completed.

3. All documents necessary for landscaping and hardscaping will be completed and submitted to the City of Gulf Breeze.

NOTE: An AutoCAD drawing of roadways and right-of-ways is to be furnished by FDOT or the City of Gulf Breeze.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done upon a change order. The costs will become an extra charge over and above the estimate.

All elements of this agreement are contingent upon strikes, accidents or delays beyond our control. The estimate does not include material price increases, or additional labor and materials which may be required should unforeseen problems arise after the work has started.

Contractor is not responsible for drought, vandalism, or freeze.

Contractor reserves the right to remove all materials if payment is not received within the specified time. If a dispute arises, we agree that the prevailing party will be entitled to reasonable attorney fees and costs. Interest will be charged at 1.5% per month on unpaid amounts.

Member of Better Business Bureau

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

TOTAL MATERIALS: _____

TOTAL LABOR: _____

TOTAL MATERIALS & LABOR: ~~$18,500.00~~ 21,500

Payment to be made as follows:

☐ 50% Down/50% Upon Completion

☐ Upon Completion ☐ Net _____ days ☐ Other

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature Date Estimator: Lee Willingham

Memo

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

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

DATE: **June 24, 2010**

RE: **Status and proposed uses for State Revolving Fund (SRF Loan) For SSRUS Eastern WWTF**

This loan became funded on October 14, 2009 and provides preconstruction funds for design and engineering of the SSRUS Eastern WWTP. The utility has paid these expenses from reserves; therefore the loan proceeds can be considered a reimbursement of a capital expense. The Utility has also maintained a reliance on other City Funds for the last two (2) years for a portion of its operating cash.

Based on the terms of the loan, we are qualified to receive $946,645.00 @ 3.05% interest with semi annual payments of $48,311.00 beginning on March 15, 2013.

In addition, the exercising of the loan maintains our position with the SRF loan program; otherwise, we will have to begin the funding process for the eastern WWTF anew.

Staff proposes that the authorized funds of $946,645.00 be used as follows:

A. $360,166.76 be allocated pay the SSRUS Coastal Bank "A" Loan off 9 months early and thereby recognizing a $360,000.00 savings in the SSRUS 2011 budget. The Coastal Bank "A" Loan interest rate is 3.0%.

B. The balance of the funds, $585,869.00, should be used to restore the City's Pooled Cash Fund which has provided an "operating cash flow" for SSRUS for two (2) years. Currently SSRUS has a negative pooled cash amount of ($128,678) as of April 30, 2010.

C. The remaining SRF funds will establish a positive cash position for SSRUS and therefore allow the fund to operate without continuous support from other City Funds.

RECOMMENDATION: City Council authorize staff to activate the SRF loan for SSRUS and proceed with the stated uses as listed above.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 6/5/2009

Subject: State Revolving Fund Loan of $1.3M for South Santa Rosa Utility System Expansion

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As recommended by the SSRUS Board and as directed by the City Council, staff and our consulting engineer have applied for a loan from the SRF for $1.3 million to capitalize the City's costs incurred to design and permit the eastern wastewater treatment plant on Bergren Road.

Now that the application is complete, we have been informed by the administrator of the SRF that a public hearing must be held on this loan and a Resolution adopted subsequent to the hearing. Attached please find a copy of the Resolution to be considered.

Background:
Our current wastewater plant has a treatment capacity of 2.0 million gallons of wastewater per day. Currently, flow to the plant is 1.5 million gallons per day. We began planning the new treatment plant when annual growth and commitments to new development caused us to believe this new plant would need to be on line in 2010 and we could project customer growth to 1.5 MGD in a few years thereafter..

We spent $1.3 million in cash reserves to design and secure permits for the plant with the idea that we would seek a loan for approximately $15 million to capitalize the design and permitting costs and cover plant construction.

Flat growth rates over the past 2 years have required us to re-evaluate this plan. We need to proceed with this $1.3 million loan to replenish cash in the SSRU system fund. This is a low interest, fixed rate loan with a 20 year amortization.

Growth and recovery projections for the local economy indicate that recovery may be slow and steady. If this is the case, it may make sense for the City to consider constructing a 3 MGD plant on Bergen Road, shut down the plant at Tiger Point and operate one treatment plant for a five year (or so) horizon. There are many issues to consider before such a decision is made.

These issues are raised here to shed some light on where we see the plan for the future due to an additional requirement SRF has placed on the project. The state requires a capital financing plan which indicates that staff has presented the City Council with the expected capital and operating costs for the new plant and that revenue exists to pay back the loan.

Attached is a capital plan we propose to be approved and sent to the SRF. We believe it will require rate increases of about 15% over a five year period and at least a 2% growth in customers to sustain.

Further evaluation of this plan will be necessary prior to any commitment to borrow more money.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON THE SRF LOAN OF $1.3 MILLION ON JUNE 10, 2009 AND ADOPT RESOLUTION 16-09 ON JUNE 15, 2009.

1996 Bonds versus 2009A Note					Interest
or Debt		New Debt			3.00%
Semi-Annual Payment	Payment Date	Monthly Amount	Semi-Annual Total		$859,466.68
0	6/14/2009	$37,575.65		$	2,148.67
0	7/14/2009	37,575.65		$	2,054.73
0	8/14/2009	37,575.65		$	1,960.79
206,666.08	9/14/2009	37,575.65	$150,302.60	$	1,866.85
0	10/14/2009	38,471.20		$	1,772.91
0	11/14/2009	38,471.20		$	1,676.73
0	12/14/2009	38,471.20		$	1,580.55
0	1/14/2010	38,471.20		$	1,484.38
0	2/14/2010	38,471.20		$	1,388.20
212,039.40	3/14/2010	38,471.20	230,827.20	$	1,292.02
0	4/14/2010	39,390.04		$	1,195.84
0	5/14/2010	39,390.04		$	1,097.37
0	6/14/2010	39,390.04		$	998.89
0	7/14/2010	39,390.04		$	900.42
0	8/14/2010	39,390.04		$	801.94
217,552.42	9/14/2010	39,390.04	236,340.24	$	703.47
0	10/14/2010	40,332.77		$	604.99
0	11/14/2010	40,332.77		$	504.16
0	12/14/2010	40,332.77		$	403.33
0	1/14/2011	40,332.77		$	302.50
0	2/14/2011	40,332.77		$	201.66
223,208.78	3/14/2011	40,332.79	241,996.64	$	100.83
859,466.68		$859,466.68			

360,166.76

4523.40

City of Gulf Breeze

Memo

To: Edwin Eddy, City Manager

From: Steve Milford

CC: Mayor and City Council

Date: 6/18/2010

Re: Ordinance 07-07 Report to Council of Critical Required Acquisitions & Procurements

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On April 30, 2010 Governor Crist issued Executive Order 10-101 and declared a state of emergency for Santa Rosa and other counties due to the Deepwater Horizon oilspill. On May 6, 2010 the City Council authorized the City Manager to establish the resources necessary to establish a standby oil spill response capability with a budget of up to $150,000 from City reserves. At the time of this authorization, best estimates from State and Federal authorities indicated that Gulf Breeze *could be* subject to the oil spill within 7 to 10 days.

Acting upon this authorization and in accordance with City Ordinance 07-07 staff created, trained and equipped a part-time, standby spill response crew of four individuals; procured and delivered the last known oil skimmer in the eastern U.S. and acquired a fast response boom deployment boat and a pontoon boat for skimmer operations. Ultimately, the State approved a 90 day funding plan of EM-197 in the amount of $225,650. Subsequent negotiations with the State have provided reasonable assurance that the vast majority of the incurred expenses will be reimbursed by the State and not require funding from City reserves if they are nor reimbursed by BP.

Since our last report to you, the reimbursement process has been modified several times. Currently, the City must apply for reimbursement directly to a BP contractor (ESIS) in Delaware. The City has just submitted its expenses for May and so does not have a reliable estimate for response or reimbursement timing as yet. Our current understanding is that approved expenditures are funded within 1 to 2 weeks.

The summary out of pocket expenditures are detailed on the accompanying sheets, reflecting each month's actual expenditures and pending obligations:

MAY 2010	$ 86,943.05 (reimbursement applied for)
JUNE 2010 (to date)	33,300.62
Pending obligations	107,693.58
	227,937.25

MAY

Account Number	Amount	Check Date	Check#	Vendor Name	Ref	Sub Proj	month
301-6001-590.52-10	17,510.00	5/7/2010	109713	ECOLOGICAL CONSULTING SERVICES, INC	Boom/ Curtain	EM-197	5
301-6001-590.52-10	10,000.00	5/7/2010	109783	ECOLOGICAL CONSULTING SERVICES, INC	Boom/ Curtain	OPA 90 1002(b)(F)	5
301-6001-590.52-10	13,402.50	5/7/2010	109783	ECOLOGICAL CONSULTING SERVICES, INC	Boom/ Curtain	EM-197	5
	19,000.00	5/10/2010	WIRE	Action Environmental	48" Skimmer	EM-197	5
301-6001-590.52-10	31.00	5/13/2010	109748	MISCELLANEOUS GB VENDOR	Skimmer Pickup	EM-197	5
301-6001-590.52-10	31.00	5/13/2010	109767	RAUANHEIMO, RUSSELL	Skimmer Pickup	EM-197	5
301-6001-590.64-00	7,000.00	5/19/2010	109784	RANDELL, JASON	Used John Boat	EM-197	5
301-6001-590.64-00	8,099.00	5/19/2010	109785	EMERALD COAST MARINE	Used Pontoon Boat	EM-197	5
301-6001-590.52-10	4,955.09	5/21/2010	109830	ECOLOGICAL CONSULTING SERVICES, INC	Consulting	EM-197	5
301-6001-590.54-00	49.45	5/21/2010	109838	GULF BREEZE MARINE SERVICE	Vessel R & M	EM-197	5
301-6001-590.54-10	346.00	5/21/2010	109859	MIDWAY FIRE DISTRCT	HazWopr Training	EM-197	5
301-6001-590.64-00	165.74	5/28/2010	109909	A-PLUS MARINE SUPPLY	Vessel R & M	EM-197	5
301-6001-590.52-10	5,529.00	5/28/2010	109930	ECOLOGICAL CONSULTING SERVICES, INC	Baseline Sampling	EM-197	5
301-6001-590.64-00	11.51	5/28/2010	109960	NATIONAL STANDARD PARTS, INC	Vessel R & M	EM-197	5
	812.76	5/21/2010		Spill Crew Payroll	Spill Crew Ops	EM-197	5

This Group **86,943.05**

All items **227,937.25**

JUNE

Account Number	Amount	Check Date	Check#	Vendor Name	Ref	Sub Proj	month
301-6001-590.54-00	51.83	6/10/2010	110130	ATI	Vessel R & M	EM-197	6
301-6001-590.52-35	64.00	6/10/2010	110131	BAPTIST BUSINESS HEALTH SOLUTIONS	Spill Crew Screening	EM-197	6
301-6001-590.52-35	260.00	6/10/2010	110142	DRUG FREE WORKPLACE, INC.	Spill Crew Screening	EM-197	6
301-6001-590.52-10	5,000.00	6/10/2010	110143	ECOLOGICAL CONSULTING SERVICES, INC	Consulting	EM-197	6
301-6001-590.52-10	15.52	6/10/2010	110163	OFFICE DEPOT, INC.	Supplies	OPA 90 1002(b)(F)	6
	20,000.00	6/17/2010		Loftis Marine (Partial)	West Shore Phase I	OPA 90 1002(b)(F)	6
	3,076.11	6/4/2010		Spill Crew Payroll	Spill Crew Ops	EM-197	6
	4,833.16	6/18/2010		Spill Crew Payroll	Spill Crew Ops	EM-197	6

This Group **33,300.62**

All items **227,937.25**

OBLIGATIONS

Account Number	Amount	Check Date	Check#	Vendor Name	Ref	Sub Proj	month
	499.99		PO 2365	Card Services - GPS	Vessel R & M	EM-197	
	347.99		PO 2370	CDW - Camera	Vessel R & M	EM-197	
	3,480.00		PO 2346	CES	Marine Radios	EM-197	
	3,840.00			Donovan - Life Jackets	Spill Crew Ops	EM-197	
	30,000.00			ECOLOGICAL CONSULTING SERVICES, INC	Boom/ Curtain	OPA 90 1002(b)(F)	
	426.60		PO 2339	GB Marine	Vessel R & M	EM-197	
	505.00		PO 2357	Loftis Marine	Vessel R & M	EM-197	
	35,000.00			Loftis Marine (Phase I Extension)	West Shore Phase I	OPA 90 1002(b)(F)	
	22,000.00			Loftis Marine (Partial)	West Shore Phase I	OPA 90 1002(b)(F)	
	345.00			Meredith Lumber - Piling Lights	West Shore Phase I	OPA 90 1002(b)(F)	
	8,500.00			Oil Socks - ECS	Boom/ Curtain	EM-197	
	2,749.00			Panhandle - Tyvek Suits	Spill Crew Ops	EM-197	
This Group	**107,693.58**						
All items	**227,937.25**						

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 6/25/2010

Subject: Final Invoice, Indever, LLC

Attached please find an email we received from Stephania Wilson of Indever, LLC and her final invoice. In the email, Ms. Wilson offers her reasoning behind the charges. Now that we have completed the Evaluation and Appraisal Report generated amendments to the City's Comprehensive Plan, it is probably a good time to seek assistance from other sources to complete the process.

We have been in touch with the Florida Institute of Government who has a person on staff to assist cities in processing their amendments through the Department of Community Affairs. We may need additional consultant support as we begin the process of rewriting the Land Development Code. At this point, the I of G has been very helpful. We will owe them for their services, however the cost will be far less than the charges we have seen so far.

The rewrite of the Comp Plan will improve economic development opportunities and reduce incompatibility between low density residential and commercial uses. We have funds budgeted in the CRA fund to pay consulting fee.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET TUESDAY, JULY 6TH AS THE BOARD OF DIRECTORS OF THE COMMUNITY DEVELOPMENT AGENCY AND AUTHORIZE PAYMENT OF $13,630.00 TO INDEVER, LLC. FOR CONSULTING SERVICES ASSOCIATED WITH THE REWRITE OF THE CITY'S COMPREHENSIVE PLAN.

Indever|LLC
Intelligent Development/Economic Recovery

Date: May 18, 2010

To: David Szymanski, City of Gulf Breeze

From: Stephania Wilson, Indever, LLC

Re: Response to Additional Information requested pertaining to **Task Order #3**
Digital Renderings :1005-1001-04302011-03

Per your request, additional information has been requested concerning the fee for the photo montages presented at the Council meeting. To begin, it must be stated that many more hours were expended on this project than were charged. In addition, I was also very pleased to complete this in less than a week. All my other projects were put on hold to complete this request. More than 60 hours of time was utilized to create these renderings. I understand that when the finished product is viewed that it seems to be a very simple undertaking. It is not; I assure you. On average, these same photo montages would have cost the city a minimum of $2100, more likely $2500 per montage for a possible total of $6300 to $7500 from another firm. This price is a substantial increase over what was charged by my firm. In addition, there was no additional charge for expediting this project. These montages require time to combine the present and future by properly aligning (stitching) photos to create a background that is able to incorporate foreign objects (feasible buildings, structures, etc) visually demonstrating possibilities of a site. In addition, capturing these photos by live take or purchase (another cost) is time consuming as well. Therefore, it not only takes time and a team to gather the pictures and information (setbacks, etc.) for an accurate portrayal of the site, it also takes effort to simply ensure a quality product. Of course, more could have been done to enhance the product; however, we were on an almost impossible deadline and these very basic montages were all that was needed for the City to ascertain an understanding of what is possible.

Below is the information from the task order that stipulates what tasks were completed in order to accomplish this request:

Purpose

To produce digital examples of select properties for illustrative purposes to demonstrate height and scale of buildings in direct relation to land use and zoning categories.

Objective

Design renderings that will create a visual basis for the City to garner a better understanding of height and scale in combination with land use to further the decision-making process of the Comprehensive Plan Amendments.

Scope

Create and develop three (3) digital renderings to be utilized in a power point presentation, if necessary. The properties to be selected will be chosen from two (2) standpoints: physical and geopolitical. The physical aspect will be utilized to determine which properties will best demonstrate

height and scale. The geopolitical aspect takes into account property owners' opinions and location, dictating the need for neutrality. Taking these 2 aspects into consideration, the following properties were selected:

- Gulf Coast Inn and its business neighbors
- The Sea Shell Collections 2 parcels next to the AT&T parcel and St Francis Drive
- Peyton Place and its business neighbors

I. Key Tasks

- *Task A* – Prepare "Existing" photo montages for the above three (3) locations

  Stitch together "existing" photo montages for three (3) separate locations selected with assistance from the City utilizing street view photos captured and furnished by Indever LLC

- *Task B* – Prepare "After" photo montages of the above three (3) locations incorporating 3-story, 4-story and 5-story buildings into the "after" photo montage

  Incorporate 3, 4 and 5-story buildings into the "after" montage for three (3) separate locations utilizing photos of example buildings researched and/or captured and furnished by Indever LLC

- *Task C* – Incorporate montage into a PowerPoint Presentation, if necessary.

II. Deliverables

A. *Illustrations*

i. **Renderings** - Three (3) digital renderings of selected properties developed for single usage or media presentation.

ii. **Documents** – Copies of all pertinent documentation will be submitted to City and other identified parties.

If you have any additional questions, please do not hesitate to contact me.

SENT: E-MAIL: dszymans@ci.gulf-breeze.fl.us

Indever|LLC
Intelligent Development/Economic Recovery

Date: June 7, 2010

To: Dave Szymanski, City of Gulf Breeze

From: Stephania Wilson, Indever LLC

Re: May 2010 Status Report
1005-1001-08312009-04-0510

This month it was decided by the City Council at the April 28, 2010 council meeting that a site plan analysis should be conducted in order to be able to clearly ascertain what structures may be built on parcels throughout the CRA. This analysis was requested due to the discussion surrounding the Photo Montages presentation at the meeting. These montages had been requested in order to illustrate what varying heights would look like above 35 feet or 3 stories. These photo montages gave us a glimpse into the challenge that Gulf Breeze does not have available individual parcels that can accommodate buildings over 35 feet much less 2 stories. With this brief analysis, it was discovered that several parcels would need to be combined to accommodate a higher structure due to the current code and even then, there are only 3 or 4 places that are possible within the CRA.. Therefore the City Council asked Indever LLC to conduct a Site Plan Analysis in order to ascertain: (1) what could be build, (2) how high it can be built based on current regulations. We plan to complete this simultaneously with the LDC revisions. In addition, it was decided by the Council and City Staff that the Future Land Use Element (FLUE) would be revised based on the latest draft. A task order was submitted to complete this revision. Multiple revisions had already been completed and this latest request was a comprehensive rewrite of the entire element dictating the need for an additional task order.

We have been working steadily on the revision of the Future Land Use Element, even with a significant delay. During this time of the reworking of the Future Land Use Element, and making great progress, Mary Moulton and the Moulton Family hired a consultant named Frank Schnidman, a Professor of Planning and Economic Development at Florida Atlantic University. He and I have been discussing the revisions throughout the process of the Future Land Use Element; Mr. Schnidman has been an invaluable resource and a great asset to the overall effort and by all parties, to have a great document that is flexible and usable. We are also in the process of completing Future Land Use Map series. The Data and Analysis portion has been set aside due to the amount of work needed to properly revise the Future Land Use Element within such a compressed timeframe. These revisions were based on several meetings and many questions of the City Council and the City Staff. Therefore, several revisions of the "revision" has been and will be until the transmittal.

The goal is to have the Future Land Use Element and the Future Land Use Map series transmitted by June 7, 2010. However, it appears that the transmittal will be at the following meeting scheduled for June 21, 2010, A drop dead date of June 7, 2010, was decided upon to ensure the plan approval by the

end of the year, December 22, 2010, according to our time line. This allows DCA enough time to review, especially with the reduction in their staff. The date of December 31, 2010 completion is recommended for a variety of reasons. The most important is the Amendment Four (4) proposition that will be placed on the ballot in November 2010. If this amendment passes, the overall planning legal framework will change for the State of Florida.

The fear with the Amendment 4 passage is that the adoption of the plan after January 1, 2011, will be delayed due to the new legislation. We will do everything possible to push through DCA as fast as possible. We are pleased that the document is much further along than it was in the beginning when we started. This Plan is a Policy Document and is more of a Policy Document today than it ever was. This document does have a few regulations that would best be suited in the CRA Plan and the Land Development code; however, the overall document is a far cry from where it was previously in the 1990 comprehensive Plan. This Plan is much more flexible, workable and much easier to follow. An economic benefits package is also discussed in the Plan to be developed and incorporated in an amendment of the CRA Plan. This will include any other items needed for compatibility with the LDC.

We are pleased that the document is much further along than it was in the beginning when we started. The plan is a policy document and it is more of a policy document today than it ever has been. There are regulations in there that would be best suited in the CRA Plan and the Land Development Code, however overall the document is a far cry from where it was previously in the 1990 Comprehensive Plan. This document is much more flexible and much more workable and something much easier to follow. Unfortunately the plan is not able to fully empower the Community Redevelopment Agency as was originally hoped. An economic benefits package is discussed in the Plan and the CRA Plan will need to be amended to incorporate this and other adjustments to ensure it is complementary with the LDC.

In the Month of June we sent Task Orders for the Site Plan, LCD and the CRA Plan to be executed. Work will begin on these Task Orders as soon as the transmittal for the Future Land Use Element is completed and sent to DCA and these Task Orders are executed. Within the next couple of months, DCA will review the transmittal and will send to Gulf Breeze an ORC Report with their Objections, Recommendations and Comments. Once we received the ORC report, we will revise accordingly and continue the process to adoption.

While awaiting the ORC Report from DCA, we will begin the Site Plan Analysis and the revisions to the Land Development Code. As the year progresses, we will be developing, revising and amending documents in order to make sure all planning and legal documents of the city are complementary to each other and all other documents needed to endure compliance with DCA regulations are developed and submitted. The city has made much progress up to this point and will continue throughout this year as each document is revised.

INVOICE

Indever LLC
Intelligent Development/Economic Recovery

Attention	Dave Szymanski	Project Title	TO #4
Title:	Assistant City Manager	Project Description	Revision of the proposed Future Land Use Element Draft
Company Name:	City of Gulf Breeze	Invoice Number	1005-1001-08312009-04-02
Address:	1070 Shoreline Dr.	Term	June 2010 Services Rendered
City, State Zip Code:	Gulf Breeze, FL 32562		**FINAL BILL**
Date:	June 18, 2010	Due Date:	Upon Receipt

Description	Quantity	Unit Price	Cost
Comprehensive Plan Amendments	33.47	150.00	5,020.50
Planning Services	30.25	100.00	3,025.00
Executive Adminitrator	11.56	75.00	867.00
GIS/Graphics	20	100.00	2,000.00
		Subtotal	10,912.50

Total Due $10,912.50

120 days past due	90 Days Past Due	30 Days past due	Current Due	Total Due:
		$2,717.50	$10,912.50	$13,630.00

TO #4	Paid to Date	Current Due	Balance	Balance on Task Order
	$0.00			

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

T. 850 602-5089