GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION

JULY 14, 2010
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

A. Air Force Cadet Program Civil Air Patrol Plaque Presentation to Council and Police Dept.

B. Discussion and Action Regarding Development Review Board Referrals of July 7, 2010

I. Nathan and Cynthia Cope - 84 Highpoint Drive
Request to Construct an 832 Square Foot Pier Approximately 78 Feet into Pensacola Bay Located 50.2 Feet from the West Property Line and 26 Feet from the East Property Line

II Britton Stamps - Post Office Box 9, Gulf Breeze

Final Plat Approval for Proposed Subdivision Adjacent To the Driftwood Subdivision Located on North end of Oak Street

C. Discussion and Action Regarding Sewer Repair at Shoreline Drive and Camelia Street

D. Discussion and Action Regarding Selection of Architect, Expansion of and Renovation of Recreation Center

E. Discussion and Action Regarding Architectural Support - Shoreline Park North - West End Restrooms

F. Discussion and Action Regarding Reserve 911, Emergency Notification system

G. Discussion and Action Regarding Settlement Agreement with the Villas

H. Discussion and Action Regarding Inmate Work Crew

I. Discussion and Action Regarding Notebook Computers For Council Members

J. Discussion and Action Regarding Initial Budget Workshop

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

Memorandum

To: Edwin A. Eddy, City Manager

From: Leslie Gomez, Deputy City Clerk

Date: 7/8/2010

Subject: Airforce Cadet Program Civil Air Patrol Plaque Presentation

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At the request of John Loftis the Civil Air Partol, an Airforce Cadet program, would like to present the City Council and the Gulf Breeze Police Department each with a plaque at the City Council meeting on Monday, July 19th.

This plaque is to publicly thank the City Council and the Police Department for their support to the cadets to help make the 5k run held in January 2010 behind Andrews Institute on one of the coldest days of the year a success.

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562

MINUTES
DEVELOPMENT REVIEW BOARD
July 7, 2010
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT	ABSENT	STAFF
Bruce DeMotts	John Schuster	Edwin Eddy
JB Schluter		Leslie Gomez
Maureen Hill		
David Landfair		
Jo Ann Price		
Samantha Rine		

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 as written. The motion was seconded by Maureen Hill. The minutes from the meeting of June 2, 2010 were approved unanimously.

Mr. DeMotts asked if any members had any exparte communication regarding any of the cases presented before the Board. None of the Board reported any such communication.

PROJECT NO. 10-20000002 – NATHAN & CYNTHIA COPE, 84 HIGHPOINT DR, GULF BREEZE, FL REQUESTING TO CONSTRUCT AN 823 SQUARE FOOT PIER APPROXIMATELY 78 FEET INTO PENSACOLA BAY LOCATED 50.2 FEET FROM THE WEST PROPERTY LINE AND 26 FEET FROM THE EAST PROPERTY LINE.

Jason Taylor of Wetland Sciences presented the information for the pier. Mr. Taylor stated that he had received verbal approval for the state permit, but that he was still waiting for the permitting from the Army Corp of Engineers.

Edwin Eddy presented the staff report written by Shane Carmichael to the Board and answered questions.

Jo Ann Price stated that the property was front gated and she had attempted on several occasions to view the pier but was unable to access the property each time. Mr. Eddy stated that code enforcement would inspect the front fencing to make sure it was to code.

After discussion regarding the installation of steps for public access, a motion was made by Jo Ann Price to approve the project as presented with the stipulation that steps for public access be added to the pier and that Mr. Taylor meet with Shane Carmichael, Director of Community Services to work out the details for public access. JB Schluter seconded the motion and the project was approved unanimously.

As the next case was brought to the board, Mr. John Loftis of Loftis Marine Division, Inc. requested to address the Board regarding the Cope pier. Mr. Loftis informed the Board that if the pier had the 5 foot clearance that the steps would not be required. He suggested that Wetland Sciences could request a variance from Santa Rosa County to go from a pier with 3 foot clearanceto 5 foot and then the steps would not have to be placed on the pier.

After further discussion among the board regarding the variance option and the addittion of steps, Jo Ann Price made a motion to amend the original motion to include the stipulation that either a variance is

Project Number: **10-30000011**

Request by: STAMPS, BRITTON
P.O. BOX 9
GULF BREEZE, FL 32562

Location: 101 DUNCAN AVE – PARCEL ID 05-3S-29-0960-00000-0130
103 DUNCAN AVE – PARCEL ID 04-3S-29-2780-00000-00C0

Description: FINAL PLAT

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

LESLIE A. GOMEZ
DEPUTY CITY CLERK

requested from Santa Rosa County to go over the 3 foot MHWL to 5 feet or steps be added for public access. David Landfair seconded the motion and the motion was approved unanimously.

Bruce DeMotts requested that Mr. Carmicheal report back to the board in August on the final outcome of the public access for the Cope pier.

PROJECT NO. 10-300000010- MICHAEL CALUDA, 1125 SOUNDVIEW TRAIL, GULF BREEZE, FL, AND M L GILCHRIST OF 1127 SOUNDVIEW TRAIL, GULF BREEZE, FL, REQUESTING TO CONSTRUCT A RIP RAP SEAWALL ALONG THE REAR OF THEIR PROPERTIES.

John Loftis, of Loftis Marine Division, Inc. presented the information for the Rip Rap Seawall to the Board. Mr. Loftis stated that the state and federal permits have been applied for but have not been received to date.

Edwin Eddy presented the staff report written by Shane Carmichael to the Board and answered questions.

After a brief discussion, a motion was made by Maureen Hill to accept the project as submitted contingent upon receipt of the appropriate permits. David Landfair seconded the motion and the project was approved unanimously.

PROJECT NO. 10-400000004- BRITTON STAMPS, 101 DUNCAN AVE, GULF BREEZE, FL, PROPOSED SUBDIVISION THAT IS ADJACENT TO THE DRIFTWOOD SUBDIVISION LOCATED ON THE NORTH END OAK STREET.

Britton Stamps presented the information for the project and answered questions from the Board.

Edwin Eddy presented the staff report written by Shane Carmichael to the Board and answered questions.

After a brief discussion, a motion was made by JB Schluter to accept the project as submitted contingent upon receipt of the appropriate permits. Jo Ann Price seconded the motion and the project was approved unanimously.

Board member Samantha Rine requested that staff provide her and the Board with a copy of Chapter 20 of the Code, particularly the portion that spells out the levels of development.

As there was no other business to come before the Board, the meeting was adjourned at 7:10 p.m.

Leslie A. Gomez
Deputy City Clerk

DEVELOPMENT REVIEW BOARD AGENDA

DATE: **JULY 7, 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: **10-20000002**

Request by: COPE, NATHAN AND CYNTHIA
84 HIGHPOINT DR
GULF BREEZE, FL 32561

Location: 84 HIGHPOINT DR

Description: RESIDENTIAL PIER

Project Number: **10-30000010**

Request by: CALUDA, MICHAEL
1125 SOUNDVIEW TR
GULF BREEZE, FL 32561

GILCHRIST, SUZANNE
1127 SOUNDVIEW TR
GULF BREEZE, FL 32561

Location: 1125 & 1127 SOUNDVIEW TR

Description: SEAWALL

City of Gulf Breeze

MEMORANDUM

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

FROM: **Thomas Lambert, Assistant Director of Public Services**

DATE: **July 8, 2010**

RE: **Sewer Repair at Shoreline and Camelia**

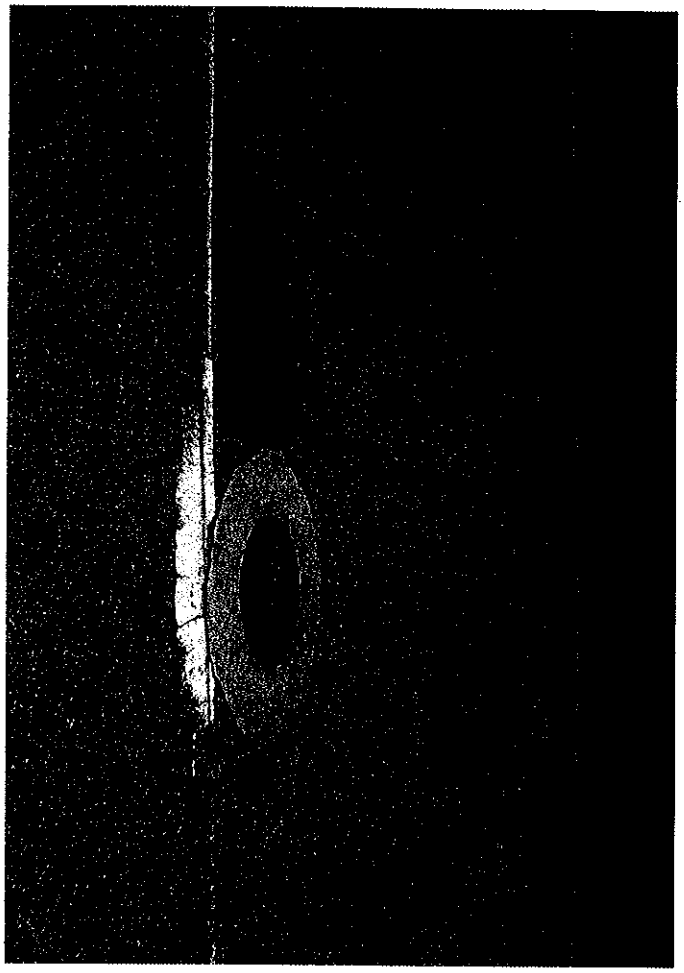
Attached are pictures showing the damage done so far from a sewer main that has separated from a manhole. The main has pulled away from the manhole and slightly sunken. While the sewer is still flowing into the manhole, the separation provides a hole for soil to wash into, causing blockages of the main downstream and undermining of the roadway.

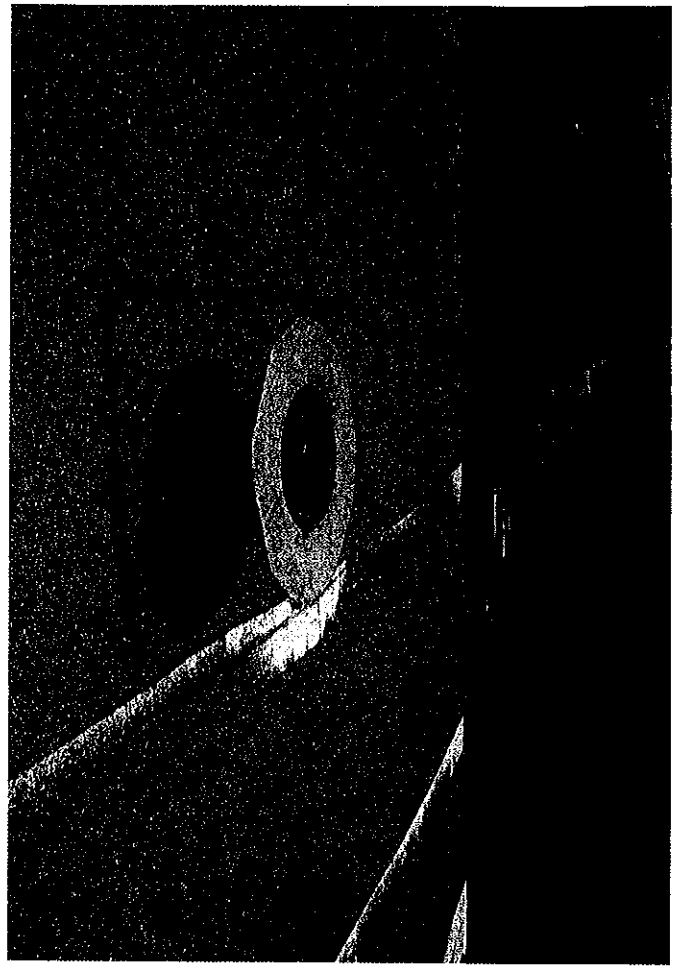
The project is of sufficient magnitude that the City does not posses the proper equipment and other resources to complete the project safely. Staff solicited bids from underground utility contractors. The bids are as listed below

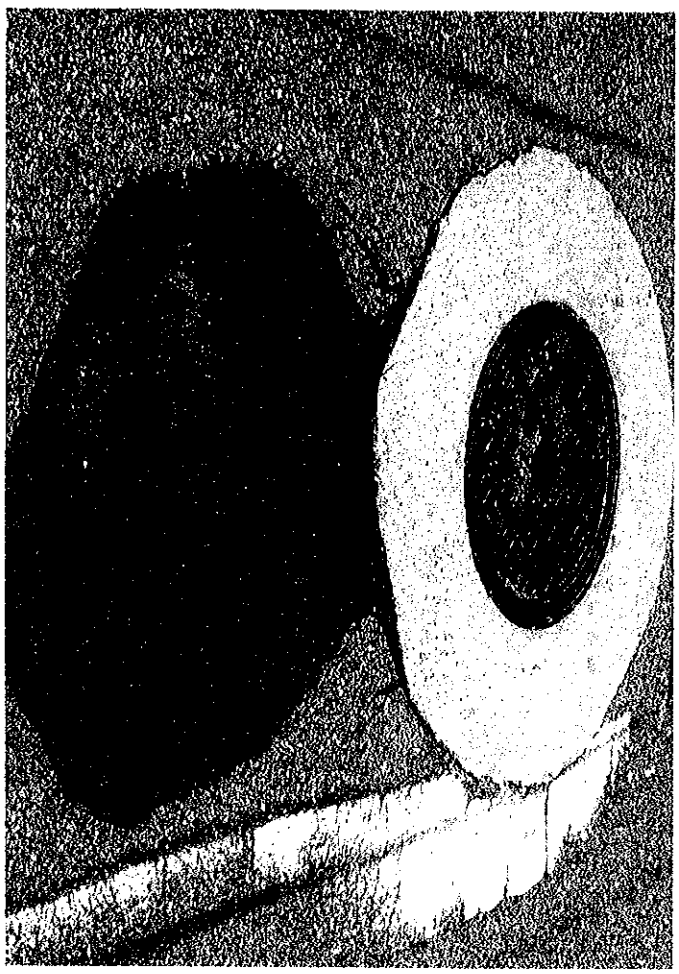
Brown Construction	$6,056.76
B&W Utilities	$9,500.00
Utility Service Company	$7,422.00

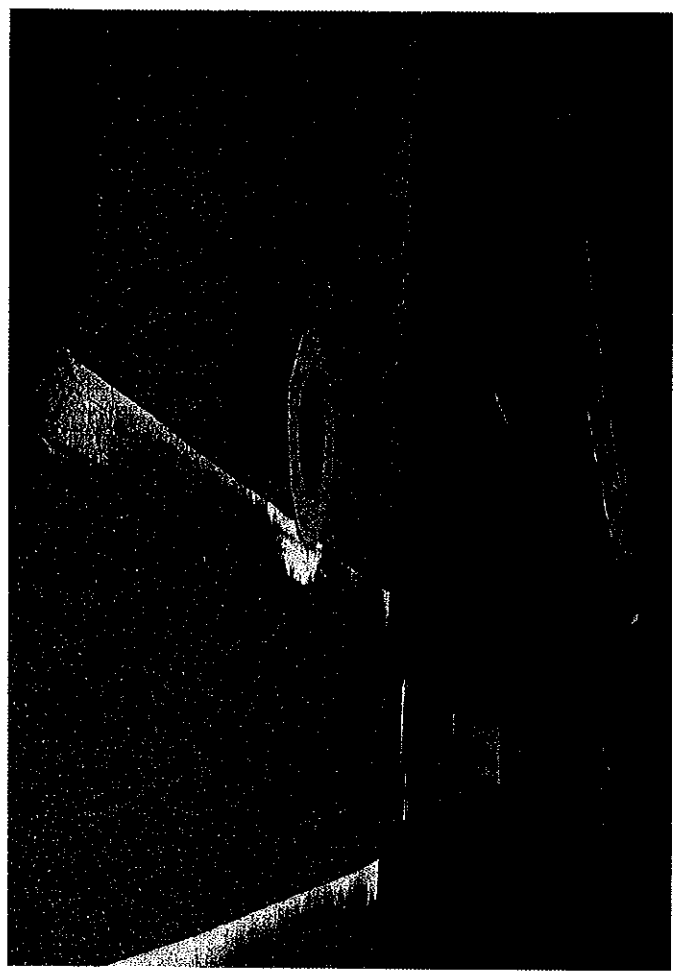
The project will be funded from the reserves of the City Water & Sewer Fund (Fund 401) which currently has over $800,000 in reserves.

RECOMMENDATION: City Council award the repair of the sewer main and manhole at Shoreline Dr. and Camelia Street to Brown Construction of Northwest Florida for the amount of $6,056.76.









BROWN CONSTRUCTION
OF NORTHWEST FLORIDA INC

Since 1995
Certified General &
Underground Utility Contractors
CGC045510 CUC056748

WE DIG AMERICA
NATIONAL UTILITY CONTRACTORS ASSOCIATION

PROPOSAL SUBMITTED TO: **Therran Gentry** **City of Gulf Breeze**	PHONE:	934-4056	DATE
	FAX:	943-5150	7/6/2010
	JOB NAME:	Camelia Dr Sewer Repair	
ARCHITECT/ENGINEER:	DATE OF PLANS		QUOTE VERSION
			1

WE HEREBY SUBMIT THE SPECIFICATIONS AND ESTIMATES FOR:

1. Remove and Replace 8" Sewer Main	14 +/-	LF
2. Replace Ring and Cover	1	EA
3. Cut and Patch Asphalt Rd	1	LS

Total... **$6,056.76**

Notes:
1. **Items not specifically noted are excluded.**
2. **Sewer Line to be replaced to with in 5' of EOP.**
3. **Sewer flow to be maintained without bypass pumping.**
4. **Rehabilitation of existing manhole other than R&C and pipe penetration is excluded.**
5. **Relocation of other existing utilities is excluded. Watermain shall be shored inplace.**

We Propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of: **$6,056.76**

Payment to be made as follows:
Net 30 Days

All Material is guaranteed to be as specified in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes and accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

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: Date:

Authorized Signature: _____

Gabe Jackson

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Signature: _____

Signature: _____

10200 Cove Avenue • Pensacola, FL 32534 • (850) 473-9039 • Fax (850) 473-9063

B & W Utilities Inc.

P.O. Box 1187
Cantonment FL. 32533
850-982-4453
Fax: 251-931-0008

Proposal

To:	Job:
City of Gulf Breeze	Camelia/ Shoreline Dr. Sewer Repair

Quantity	Description	Price Each	Amount
	Sewer		
15'	Replace defective 8" clay w/ 8" PVC		
1	Replace MH ring and cover		
	Asphalt cut and patch		
	Shoring for AC water main		
Date: 7-5-10		**Total:**	**$9,500.00**

Price Does not include:

1. Any dewatering

For B&W Utilities Inc.

Brandon Vaughn, Pres.

UTILITY SERVICE CO.

July 6, 2010

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Fla. 32561

RE: Shoreline and Camelia Sewer Repair

Dear Sirs,

Our quote for making the sewer repair is $ 7,422.00.

The scope of work will include the replacement of the sewer line outside the pavement, replacing the ring and cover , replace the concrete collar, and asphalt patching.

We do have a concern about the existing A.C. water line. As everyone knows working as close as we are to the line it may at that time or at a later date break just due to the nature of the A.C. material.

Sincerely,

Bill Lee

4326 Gulf Breeze Parkway • Gulf Breeze, Florida 32563 • Telephone (850) 932-5342 • FAX: (850) 932-0258
CU C056738 RG 0058655 RF 0037190

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 7/8/2010

Subject: Selection of Architect, Expansion of and Renovation of Recreation Center

Attached is a memo from Director of Parks and Recreation Ron Pulley on the subject listed above. This memo outlines the process we intend to use in developing a recommendation for the City Council of a firm to prepare plans and specifications for expansion and renovation of the Recreation Center. This process is typical of the selection process we have used in the past. FEMA requires that we follow past pratice.

We were very pleased to have 19 firms respond. We are familiar with most of the firms which are reasonably well qualified.

We plan to interview the top three firms and rank them. We will recommend that the City Council authorize staff to negotiate a contract for architectural services with the top ranked firm.

RECOMMENDATION:

THAT THE CITY COUNCIL ENDORSE THE STAFF PLAN FOR THE SELECTION OF AN ARCHITECTURAL FIRM FOR THE EXPANSION AND RENOVATION OF THE RECREATION CENTER.

City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Update: "Addition To and Renovation of The Gulf Breeze Recreation Center" Architect Selection Process

DATE: July 7, 2010

On June 5, 2010, staff opened submittals from the following 19 firms, in response to our published Request for Qualifications.

Bay Design Associates, Pensacola
Bulloch Tice Associates, Pensacola
Dalrymple / Salis Architecture, Pensacola
Goodwin, Mills and Cawood, Montgomery
Hatch Mott McDonald, Pensacola
Hernandez Calhoun Design, Penssacola
Kendrick David Dowling Architects, Ft. Walton Beach
Lunz Prebor Fowler Architects, Lakeland
Pinder-Martin Associates, Pensacola
Quina Grundhoefer Architects, Pensacola
Sam Marshall Architects, Pensacola
SMB Architecture, Pensacola
STOA Architects, Pensacola
Stokes-Lambert Architectural, Ft. Walton Beach
Strobel & Hunter, Pensacola
The Architects Group, Mobile
The Associates Architects, Panama City
Townes + Architects, Pensacola
William Blackstock Architects, Birmingham

The committee tasked with the initial review and screening of these submittals was comprised of Ms. Jennifer Hawkins, Mr. Hank Guess, Mr. Harrold Hatcher and myself. Each individual was asked to judge each submittal relative to five evaluation factors (attached). Scores from these evaluations resulted in a ranking for each reviewer; #1 being the most suited, #19 the least suited to this project,

These results were then tallied to produce an overall combined ranking, the top five of which are, in rank order:

1. STOA Architects, Pensacola	Score: 10
2. Quina Grundhoefer Architects, Pensacola	Score : 10
3. Bay Design Associates, Pensacola	Score: 13
4. SMB Architecture, Pensacola	Score: 24
5. Bulloch Tice Associates, Pensacola	Score: 25

Based on the close proximity of the scores of the top three, the relatively wide gap between the firms ranked three and four, and the City's positive experience with each of the top three candidates, an invitation has been extended to STOA Architects, Quina Grundhoefer, and Bay Design Associates to make a presentation to and field questions from, the final selection committee. This committee will consist of Mr. Buz Eddy, Mr. Vernon Prather, Mr. Thomas Lambert and myself. These presentations will be received during the week of July 26, 2010. We anticipate a recommendation for Council's consideration at it's August 11, 2010 session.

Thank you for the opportunity to submit this report.

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

		Proposer/Firm Name			
Evaluation Factor	**Score**		**Notes**		
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** Poor **2** **3** Average **4** **5** Outstanding

By: _____
(Please print name)

Signature: _____

Date: _____

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 7/8/2010

Subject: Reverse 911, Emergency Notification System

Our R- 911 system is in need of major repair and a database update. We have obtained prices for this effort from the company that sold us the system. There are two alternatives:

Option One: Repair the current "on site" system.

Estimated cost: $25,646

Option Two: Upgrade to a web based system via a three year contract.

Estimated cost: $21,600

Added to these costs is the cost of telephone lines to handle the calls when the system is activated which is $4,000 per year.

During the oil spill situation, our system has not been reliable. We have relied on Santa Rosa County's system for emergency notification calls regarding closing the Bayous for example. We should also seek to obtain more email addresses and text message capabilities for instant, emergency notification.

RECOMMENDATION:

THAT THE CITY UTILIZE SANTA ROSA COUNTY'S EMERGENCY NOTIFICATION SYSTEM, DROP OUR R-911 SYSTEM AND IMPROVE OUR ABILITY TO COMMUNICATE THROUGH EMAILS AND TEXTS.

PLANT CML®
an EADS North America Company

EMERGENCY NOTIFICATION PROPOSAL
For City of Gulf Breeze, FL

Customer: **City of Gulf Breeze**
James Pelt
jpelt@ci.gulf-breeze.fl.us

DATE: May 27, 2010

DCC RAM: **Donna Aubry**
615-861-0693
Donna.aubry@dccusa.com

Proposal No: DIR – Valid 60 days

PlantCML® is the country's leading provider of emergency response solutions and services for organizations that serve and protect their communities, cities, and citizens. PlantCML's Notification Solutions and Services portfolio includes the leading emergency notification products such as The Communicator!® NXT™, GeoCast® Web™ and Reverse 911®.

Option 1: **Reverse 911 On-site System Replacement/Upgrade**

Includes:

- Reverse 911 Base System
  - Community Information
- Qty 2 – 4 port analog voice boards
- On-site Installation & Training (3 Days)
- Annual Service and Support (24x7x365) first year
- Customer supplies Map and Data

Year 1	**$15,906**
Year 2	**$ 4,792**
Year 3	**$ 4,948**
Total 3 Year Cost:	**$25,646**

Options:

- Self Registration Portal (SRP)

Year 1	$ 3,500
Year 2+ annually	$ 3,000

- Mass Call Module

Year 1	$ 6,107
Year 2+ annually	$ 932

- Extended Hardware Warranty

R911 Base System Warranty 1 Year	$ 296
R911 Base System Warranty 2 Year	$ 461
R911 Base System Warranty 3 Year	$ 999
R911 Base System Warranty 4 Year	$ 1,199

PLANT CML®
an EADS North America Company

Option 2: The Communicator! NXT & GeoCast Web (GCW) Hosted

Includes:

- Customized Self Registration Portal (GCW) English
  - Collection of Cell Phone Numbers, VOIP, Emails
  - Automatically Geocodes
- Text to Speech Module GCW – US English
- Custom Reports (NXT)
- Bulletin Board – Community Hotline
- Notification methods:
  - Phone, SMS, E-mail, Pager
- Qualification methods
  - Phone, SMS, E-mail
- 3,000 calling minutes/3,000 SMS messages renewed annually*
- Mass Call Service
- Hosting Setup and Installation
- Technical Support, including access to Support Portal
- All software updates within same product
- Annual Geocoding
  - Customer to provide own maps, data and geocoding (if more than annual)
- 8 Hours Web Based Training

Total Package Price (All Inclusive):

Year 1	**$ 7,200**
Year 2	**$ 7,200**
Year 3	**$ 7,200**
3 Year Contract:	**$21,600**

*Minutes and SMS messages are renewed annually when current on support. Overages apply at current calling/message rates. Additional calling and SMS packages available for purchase.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 7/7/2010

Subject: Settlement Agreement with the Villas

Attached is a copy of an agreement with the Villas which settles a lawsuit filed by the Villas against the City relative to a backup in our wastewater system immediately after Hurricane Dennis impacted the City. This agreement is the result of many months of mediation and negotiation among the Villas, the City's insurance carrier, staff and the City Attorney. We believe it is in the City's best interest to approve this agreement and avoid litigation on this complicated legal matter.

The following is a summary of the settlement agreement:

1. On or about July 11-13, 2005, the City's lift station on Mcabee Court and the system's backup generator malfunctioned causing wastewater to backup into the Villas building
2. The Villas wastewater system was permitted and constructed in such a way as to be conducive to this type of backup.
3. The City periodically checked the backup generator which was found to be running but not delivering power to the lift station.
4. The City responded to calls from the Villa and dispatched a contractor to commence clean up.
5. The Villa's has acknowledged the weakness of the original connection and has agreed to pay the City to install backflow preventers. The Villas will maintain the backflow prevention valves on a semi annual basis. They have decided not to install a grinder pump system that would provide an absolute guarantee against a repeat of this situation.
6. The Florida League of Cities, the City's insurance carrier, will pay the Villa $70,000 for its losses.
7. The Villa's releases the City from future claims due to the failure of the backflow prevention system.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SETTLEMENT AGREEMENT WITH THE VILLAS AND AUTHORIZE THE MAYOR TO EXECUTE THE DOCUMENT.

MATT E. DANNHEISSER, P.A.
ATTORNEY AT LAW

504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501

TELEPHONE (850) 434-7272 FACSIMILE (850) 432-2028
E-MAIL MATTDANNHEISSER@AOL.COM

June 30, 2010

VIA REGULAR U.S. MAIL

Edwin A. Eddy, City Manager
City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Florida 32562

RE: City of Gulf Breeze adv. The Villas of Gulf Breeze, Inc.
Our File No.: G1001-172

Dear Mr. Eddy:

Enclosed please find the Settlement Agreement and Release mentioned in Matt's email. Please note the comments in Matt's email about having the Agreement approved by the City Council and signed by the Mayor and City Clerk. Once the Agreement has been executed, please return it to our office.

Please give Matt a call if you have any questions.

Sincerely,

Stephanie

Stephanie D. Lucas,
Legal Secretary to
Matt E. Dannheisser

:sdl
Enclosures

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between The Villas at Gulf Breeze, Inc. ("the Villas") and the City of Gulf Breeze, Florida ("the City") as follows:

WHEREAS, the Villas has made various claims against the City related to the sewer capacity, hookup, and treatment for the Villas assisted living facility located at 101 McAbee Court, Gulf Breeze;

WHEREAS, the Villas filed a civil action in the Circuit Court of the First Judicial Circuit, in and for Santa Rosa County, Florida, styled *The Villas at Gulf Breeze, Inc. v. City of Gulf Breeze,* Case No. 2007-CA-001452 ("the Lawsuit"), claiming that the City negligently operated its sewer system resulting in losses and damages to Williams' and/or the Villas' property on or about July 11-13, 2005;

WHEREAS, the Villas and the City have each determined that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

THEREFORE, in consideration of the mutual premises and agreements set forth herein, the Villas and the City agree as follows:

1. The Future Sewer Capacity Agreement between the Villas and the City dated January 29, 1997, solely reserved the capacity for the treatment of sewer in the future and was not a contract to provide sewer services or to accept title to onsite sewage collection facilities of the Villas. All obligations by all parties under said Future Sewer Capacity Agreement have been satisfied and said Agreement and any other alleged sewer-related agreement between the Villas and the City prior to the date of this Settlement Agreement and Release, are no longer of any force and effect and have

 EW; EAE____

been or are hereby terminated. Upon execution of this Settlement Agreement and Release, there shall be no basis whatsoever for the Villas to make any claim against the City based upon breach of contract existing prior to the date hereof (inasmuch as any such contracts, if they existed, have been terminated and discharged hereby). This paragraph shall not relate to and have no effect upon any written agreements entered into between the City and the Villas subsequent to the date hereof; provided, however, the parties agree that no agreements between the City and the Villas entered subsequent hereto shall be effective unless they are in writing and have been duly executed by the Villas and duly approved and executed by the City Council of the City of Gulf Breeze.

2. In the late 1990s, the Villas connected to the City's sewer system via a single gravity service connection which connection was vulnerable to backflow problems because of the low elevation of the Villas' first floor relative to the Bahama Bay lift station (hereinafter "the City's lift station").

3. The losses and damages claimed by the Villas in the Lawsuit occurred because of a backup or backflow of wastewater, which backup or backflow may have resulted from one or more events including but not limited to: (i) the construction by the Villas of a gravity-flow wastewater system which inflowed wastewater into the City's lift station at such a low elevation that wastewater in the lift station could commence to backflow to the Villas after only a few minutes of power loss to the aforesaid lift station (i.e., power loss preventing pumps within the lift station from pumping wastewater therefrom); (ii) failure of the Villas to have installed sufficient backflow prevention devices that, in the event of failure of the lift station pumps to function, would prevent wastewater within the lift station from backflowing to/into the Villas; (iii) failure of the

 EW; EAE____

Villas to utilize a self-designed pop-off or safety valve system that would have diverted wastewater backflow to the Villas' stormwater retention area; (iv) failure of the Villas to have constructed or installed a wastewater collection system as initially recommended by its engineers which contemplated the use of a wastewater grinder pump and reservoir allowing wastewater from the Villas to be pumped into the City's lift station at a significantly higher evaluation than its present inlet; (v) the occurrence of unusual events (in this instance, a hurricane) that prevented or impeded personnel of both the City and the Villas from being able to sufficiently monitor the function of the lift station and the pumps therein or the presence of wastewater backflow in the Villas; (vi) loss of power to the City's lift station preventing wastewater inflow into the lift station from being pumped/removed therefrom; and (vii) the failure of the City's secondary power source to provide electrical power to the pumps within the lift station (in this instance, due to the failure of a solder point of an electrical transmission wire within a component of the City's secondary power source which prevented continuous transmission of generated electrical power to the pumps within the City's lift station, such solder point failure not being susceptible to inspection or routine maintenance).

4. The events which caused or contributed to, in part or in whole, the damages and losses claimed in the Lawsuit could occur in the future. In fact, there have been at least two other instances of wastewater backflow to or into the Villas other than the instance complained of in the Lawsuit.

5. The parties recognize that any alleged design shortcomings of the Villas' connection to the City's sewer system and/or any alleged malfunction of the City's lift station or warning of the failure thereof would most likely be alleviated by the installation of a low pressure private lift station (grinder) which would connect to the lift station at an

appropriate height and prevent backflow into the Villas in the future. The parties further acknowledge that the City has offered to share in the cost of such a low pressure lift station and that the Villas has specifically rejected such offer and declines to install such a station.

6. The parties acknowledge that a low pressure lift station (grinder pump) as described in Exhibit A, attached, would most likely prevent wastewater backflow from the City's wastewater treatment system to the Villas' facility. However, the Villas opts for the installation of two flapper valves in its main line which will operate as a backflow prevention device. As further protection from any backflow, the Villas agrees to modify the existing overflow clean-out to accommodate a fitting and pipe which will provide access to the sewer service from the surface. Said clean-out shall include a slotted sleeve with a plastic insert and built-in float and cap such that as the water level rises, the float is pushed up, leaving the slots exposed to allow sewer out of the clean-out. The flapper valves and overflow clean-out shall be in accordance with the specifications outlined in Exhibit B attached.

7. The parties agree that the City will be responsible for the installation of the two flapper valves and overflow clean-out described in paragraph 6 and that said installation shall occur as promptly as is reasonably possible under the confines of the City's bid process, expected to be no more than 90 days. The parties further agree that the Villas will contribute a total of $3,000 to the City towards the cost of the installation of such backflow prevention measures to be paid within 30 days of notification of the completion of the installation.

8. The Villas specifically acknowledges that the backflow prevention measures described in Exhibit B (flapper valves and overflow clean-out) may not stop

all backflow of sewage. The Villas specifically assumes all risk of failure of, and releases the City from any and all claims relating to any failure of such backflow prevention measures regardless of the underlying original cause of such claims, specifically including any damages or losses which within a reasonable degree of engineering probability may have been avoided by the installation of said low pressure lift station system. The Villas shall have the same rights as the City to pursue any claims against the installation contractor.

9. After installation, the Villas shall be responsible for all infrastructure related to the flapper valves and overflow clean-out and any other portion located on its private property. The Villas assumes all responsibility for promptly responding to and correcting all deficiencies, failures, and maintenance needs associated with the subject flapper valves and overflow clean-out. Semi-annually, the Villas shall cause a qualified provider to inspect and maintain the flapper valves and overflow clean-out and infrastructure related thereto and provide documentation of the same to the City. The City shall be responsible for maintenance of only those lines, valves, connections, and infrastructure located within the public right-of-way.

10. The Villas shall also bear its own costs and expenses for any damages resulting from any malfunction of the sewer system affecting its property from the date of completion of the installation of the backflow prevention measures described in Exhibit B as contemplated by paragraph 8 above.

11. The City, or others on its behalf, will pay the Villas the total sum of seventy thousand dollars ($70,000.00) as full and complete settlement and satisfaction of any and all claims the Villas may have or may have had against the City, including the claims it has asserted in the above-referenced civil action and any and all past claims

relating to sewer backflows and future claims relating to sewer backflows as contemplated in paragraph 8 above, and including but not limited to any claims for damages, attorneys' fees, and costs. This sum shall be paid in the form of a check payable to "The Villas at Gulf Breeze, Inc."

12. The payment of the amount referenced in paragraph 11 above shall occur only after the Villas returns the following to the City's counsel in this matter: the executed original of this Agreement and Internal Revenue Service Form W-9 executed by the Villas. By payment of this sum, the City admits no liability with regard to any claim made by the Villas. The City or its insurer shall issue Internal Revenue Service Forms 1099-MISC to the Villas in the amount paid as described above.

13. The Villas agrees to dismiss with prejudice its civil action currently titled *The Villas at Gulf Breeze, Inc. v. City of Gulf Breeze,* Case No. 2007-CA-001452, in the Circuit Court of the First Judicial Circuit, in and for Santa Rosa County, Florida. In addition, the Villas agrees to never commence any other civil action based upon the claims asserted in the civil action currently pending or any future claims relating to sewer backflows as contemplated in paragraph 8 above.

14. In exchange for the payment of monetary compensation described in paragraph 11 above, the Villas releases the City and its administrators, employees, agents, third party administrators, legal representatives, insurers (including but not limited to the Florida League of Cities and the Florida Municipal Insurance Trust), successors, and assigns, if any, and any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the City of Gulf Breeze, along with any other related entities thereof, personally, officially, or in any capacity whatsoever, from any and all manner of

actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, which the Villas may now have or which the Villas may have had prior to the date of execution of this Agreement, to the maximum extent permitted by law.

15. Execution of this Agreement and compliance with it by the City constitutes a total settlement and forever discharges and releases all claims, demands, and causes of action whatsoever, known or unknown, foreseen or unforeseen, relating in any manner to a backflow of wastewater to, toward, and/or into the Villas, including any structure located or to be located at or upon premises owned by the Villas at 101 McAbee Court, Gulf Breeze, Florida, specifically including those relating in any manner to a wastewater backflow that might occur subsequent to the date of completion of the installation of the backflow prevention measures described in Exhibit B. This specific release of claims, damages, losses, etc., relating to or arising from wastewater backflows in the future as contemplated in paragraph 8 above shall be effective and binding upon the Villas regardless of whether or not it complies with the requirements set forth herein to maintain the wastewater infrastructure (see paragraph 6 above) and regardless of whether the City has undertaken any efforts to enforce such terms of the Settlement Agreement and Release or otherwise taken action to compel the Villas to maintain such infrastructure, as required herein.

16. This Agreement has been entered into voluntarily with full understanding of its terms and conditions; the parties have been represented by competent legal counsel of their own choosing throughout the pendency of the lawsuit and the negotiations leading to their entry into this Agreement; and, the parties have been

 EW____, EAE____

advised regarding their rights. In the event that the Villas shall ever commence any action against the City seeking to avoid their obligations under this Agreement, the Villas further acknowledge and agree that all the other obligations under this Agreement shall otherwise remain in full force and effect.

17. Neither this Agreement, nor anything contained herein or anything represented or averred by the Villas or the City is to be construed as an admission by either party of any liability, wrongdoing or unlawful conduct whatsoever. It is further understood and agreed that this Agreement is the compromise of a doubtful and disputed claim, and that the City expressly denies any liability for the acts complained of by the Villas, and that this Agreement is intended merely to avoid litigation and, once and for all, to end any dispute between the Villas and the City of Gulf Breeze.

18. The Villas covenants and agrees, except as required by law, never to commence, aid in any way, or prosecute any action or any proceeding against the City on its own behalf based upon any claims, demands, causes of action, obligations, damages, or liabilities of any kind; provided that this provision shall not operate as a bar to a proper cause of action by the Villas based solely upon future conduct of the City of Gulf Breeze occurring beyond the scope and effective date of this Agreement that is totally unrelated to the Villas' claims identified herein.

19. The Villas agrees that the only consideration provided to it by the City for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to them by any person or entity to cause them to execute this Agreement; and, that they fully understand its meaning and intent including but not limited to its final and binding effect. The Villas acknowledges that no oral representations have been made to it by the City or its legal counsel regarding the

 EW_____, EAE_____

terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

20. The Villas and the City agree that aside from the amount of settlement, each party shall bear its own additional attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

21. This Agreement contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

22. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be Santa Rosa County, Florida.

23. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

24. No waiver of any breach of any provision or term of this Agreement or of any objection to any act or omission connected therewith shall be implied or claimed by either party or be deemed to constitute a consent to any continuation of such breach, act, or omission.

25. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

EW SW; EAE_____

26. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

For The Villas at Gulf Breeze, Inc.:

Date: 6-24-10

Elaine Williams, president

Elaine Williams, President

Approved as to form by counsel for the Villas:

Date: 6/30/10

Charles P. Young
Emmanuel, Sheppard & Condon
Attorneys for The Villas at Gulf Breeze, Inc.

For the City of Gulf Breeze, Florida:

Date: _____

_____
Beverly Zimmern, Mayor

ATTEST:

Date: _____

_____
Marita Rhodes, City Clerk

Approved as to form by counsel for the City:

Date: _____

_____
Gwendolyn P. Adkins
Coppins Monroe Adkins & Dincman, P.A.
Attorneys for the City of Gulf Breeze, Florida

EW SW; EAE_____

EXHIBIT A
DESIGN SPECIFICATIONS OF
LOW PRESSURE PRIVATE LIFT STATION
(GRINDER PUMP SYSTEM)

The low pressure private lift station (grinder) shall be in accordance with "Design and Specification Guidelines for Low Pressure Sewer Systems" prepared by a technical advisory committee for the State of Florida Department of Environmental Protection. The piping in the right of way should be 1½", or larger, polyethylene tubing (green or with green stripes). The control panel will have audible alarm and visual red warning light for power failure and high water level.

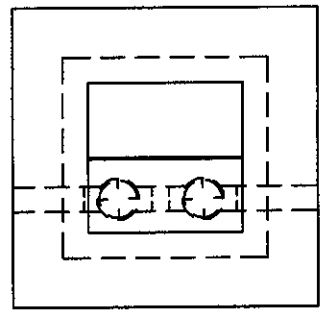
The connection point for the Villas' system to the City's lift station will be the gravity discharge pipe of the Grassy Point force main directly south of the wet well. The contractor will cut in a tee fitting in the existing line and install an adaptor for tubing. The City will coordinate with contractor for outage of this discharge pipe. A green sewer meter box shall be placed at the property line and shall include a brass, lockable curb stop.

JDW 6-24-10

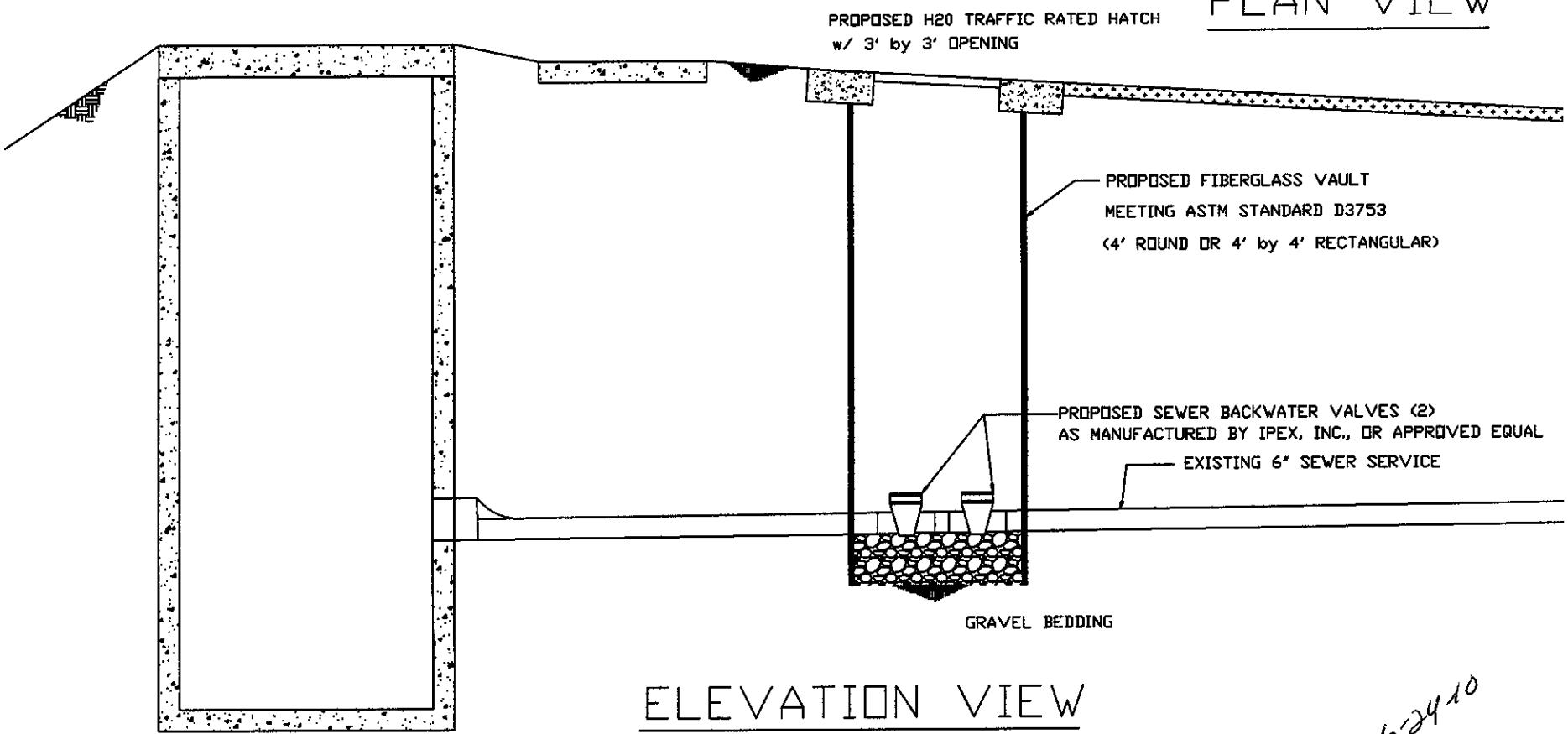
PROPOSED SEWER BACKFLOW PREVENTION DEVICE
VILLAS AT GULF BREEZE
MAY 2010

PAGE 1 OF 3

N.T.S



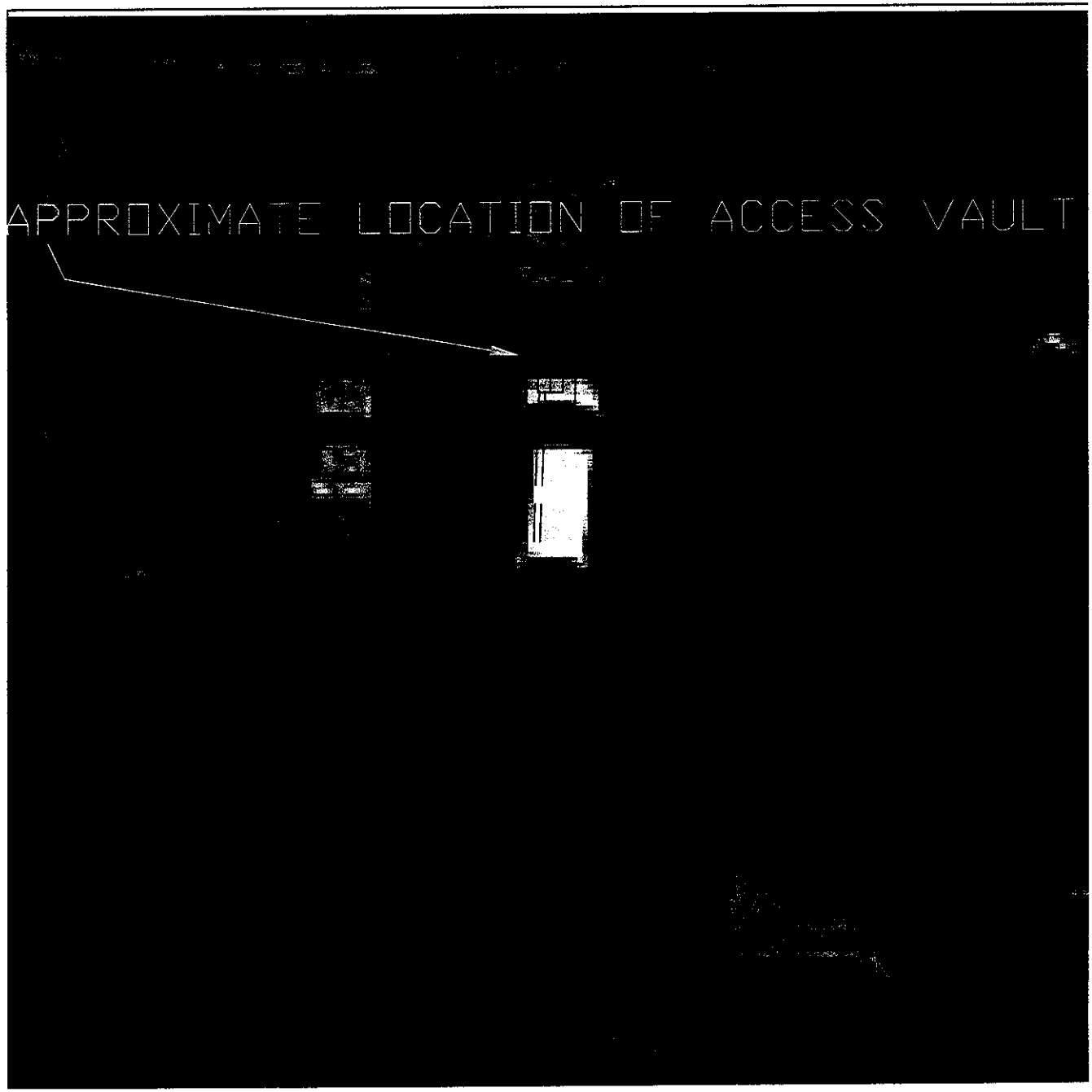
PLAN VIEW



ELEVATION VIEW

JBW 6-24-10

PROPOSED SEWER BACKFLOW PREVENTION DEVICE
VILLAS AT GULF BREEZE
MAY 2010
PAGE 2 OF 3
N.T.S



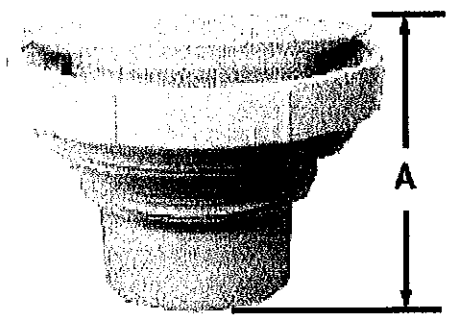
JDW 6-24-10

SPECIFICATION SUBMITTAL SHEET

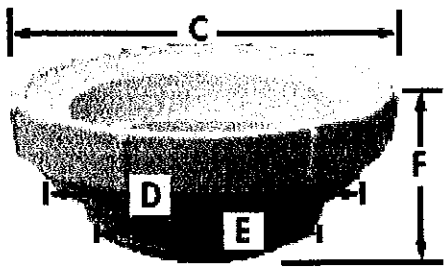
jones stephens corporation

SEWER POPPER™ CLEANOUT AND RELIEF VALVE

PART NO. S62-304



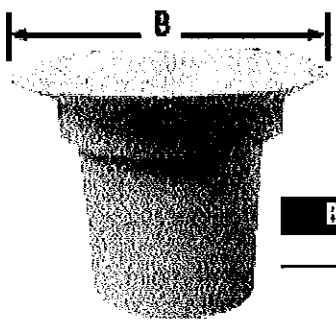
A (OVERALL HEIGHT)
3 1/2"



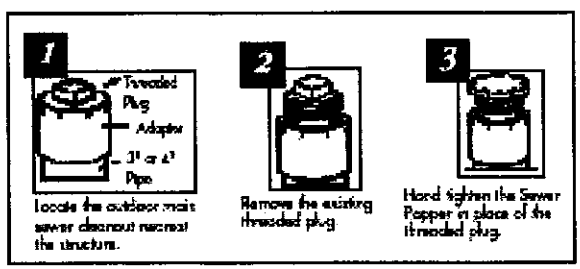
features and benefits:

- Automatic pop-up releases sewage overflow outside the house
- Prevents thousands of dollars in property damages
- Eliminates health hazards associated with sewage overflow
- Vandal- and tamper-resistant center
- Threaded for 3" or 4" pipe or tapped adapter
- Constructed of white PVC
- Threaded unit can be used with PVC or ABS tapped adapter
- For cast iron pipe, use standard no hub clamp
- Meets Southern Building Code Section 301.10, Principle No. 10
- Patent No. 5,209,257
- Meets ASTM Standard D-2665

C (TOP DIMENSION)	D (WIDTH OF THREADS)	E (WIDTH OF THREADS)	F (HEIGHT)
5"	4"	3"	1 3/4"



B (TOP OF POPPER)
4 5/8"



jones stephens corporation
3249 moody parkway • moody, alabama 35004
toll free phone: 1-800-355-6637 • toll free fax: 1-800-462-6991
www.plumbest.com

SW 6-2-10

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
THE VILLAS AT GULF BREEZE, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
101 McABEE CT.

Requester's name and address (optional)

City, state, and ZIP code
GULF BREEZE, FL 32561

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | | | | | | |

or

Employer identification number
59-3446704

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Elaine Williams, president Date ▶ 6-24-10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Architectural Support - Shoreline Park North - West End Restrooms

DATE: April 28, 2010

In June of 2008, Council approved the use of two architectural firms to assist in the development of the preliminary plans for the Parks & Recreation projects for which we were seeking FEMA Alternative Project funding. Salis and Associates developed preliminary plans for the addition to and renovation of the existing Recreation Center, for which they were paid $5,200.00. Bay Design Associates provided the preliminary plans for the Shoreline Park North Restrooms and two concession facilities. Because Bay Design was able to provide these plans from their existing library, they allowed the plans to be used, for this purpose, at no cost to the City.

We are now ready to move forward with the construction of the Shoreline Park North facilities. Of the three buildings planned for Shoreline Park North, the outdoor restrooms at the west end of the Park represent the most pressing need.

The plans provided by Bay Design, due to the simple purpose and nature of the structure, are adequate and completely satisfactory renderings from which we can move forward with bid specifications and contractor selection.

Bay Design Architects has proposed to provide the construction plans, develop bid specifications and provide construction administration for the outdoor restroom project for the total sum of $13,044.00. State and federal laws allow Cities to secure architectural services, as I have proposed, without competitive bids, for sums less than $25,000.00.

If approved, we will submit these fees for FEMA reimbursement. Alternatively, these funds are available within the General Fund as a result of approved capital projects that will now be funded by FEMA.

Recommendation

That Council authorize Bay Design Associates Architects to provide the construction plans, develop bid specifications and provide construction administration for the outdoor restroom project for the total sum of $13,044.00.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 7/9/2010

Subject: Inmate Work Crew

Inmate work crew squads from the Century Correctional Institution have been assigned to the City for the past fifteen (15) years. Recent budget cut backs at the state level have put this valuable program at risk. We have been informed that assignment of work squads under the current contract will cease on July 15, 2010. We currently have a "squad" assigned to Public Services, the Waste Transfer Station and Parks. Typically ten to fifteen inmates work in the City four days a week.

The work squads provide labor for tasks such as right-of-way maintenance, mowing, litter clean up and tree trimming. Over the years, they have replaced concrete sidewalks and helped complete major construction at the wastewater treatment plant. A conservative estimate of the value of their services to the City is $300,000 per year.

For 15 years, the state has paid for the van and fuel to transport the squads and all the cost of direct supervisory personnel. The City has paid for mowers, saws, concrete and other equipment. The proposal going forward is for the City to buy a van, pay the costs of supervision and continue to pay for equipment and supplies. The estimated cost for the new contract is listed in Addendum A. The total cost is $63,000 per year without the van and fuel costs. We propose the costs be divided as follows:

Department	Admin	Van	Fuel/Van Maint
Public Services	$16,500	$2,500	25%
Parks and Rec	$16,500	$2,500	25%
Water and Sewer	$10,000	$1,500	15%
Solid Waste	$10,000	$1,500	15%
South Santa Rosa	$ 5,000	$1,000	10%
Streets and Dr.	$ 5,000	$1,000	10%
	$63,000	**$10,000**	**100%**

(We have located reasonable, used, low mileage, fifteen passenger vans in Mobile, Alabama for $8-10,000)

There are other options to be considered:

1. Use the inmates but provide our own staff to drive the squads back and forth potentually reducing the costs under Item I in Addendum A.

   Liability and/or responsibility concerns render this option unworkable. If there is a problem with an inmate it would be better if it was a CCI employee that had responsibility.

2. Discontinue the program and complete only those tasks from all those the inmates complete that are essential with City staff.

The two areas that would suffer most under this arrangement are right-of-way maintenance and the condition of our parks. There are several stretches of right-of-way that are regularly mowed by inmates that would require staff attention or contrator maintenance. The parks are maintained almost litter free through regular partols by our inmates. They have been off this week and there is a difference.

The annual costs of $63,000 plus fuel and the once every four or five years cost of a van divided as we have shown here seems to be a worth while expenditure given the $300,000 annual benefit to the City of the inmate squads.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE REVISED CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTION FOR INMATE WORK CREWS.

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

CITY OF GULF BREEZE

This Contract is between the Florida Department of Corrections ("Department") and *City of Gulf Breeze* ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, *City of Gulf Breeze* is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II, B., 1., a.

This Contract shall end at midnight XXX (x) year(s) from the effective date of this Contract.

B. Contract Renewal

This Contract may be renewed, at the option of the Agency, for *one (1)* additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The Agency, if it desires to renew this Contract, shall exercise its option no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.

2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.

3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide *one (1)* Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for *one (1)* Work Squad(s) of up to *five (5)* inmates. *The Contract Manager shall provide the Agency written notification of the date on which the Correctional Work Squad Officer position is established. This shall be the effective date of the Contract.*

b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.

c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.

d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.

e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as

appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

g. The Department shall provide food and drinks for inmates' lunches.

h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.

i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.

j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.

k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.

l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.

m. Both parties agree that the Department is making no representations of the level of skills of the work squad.

2. <u>Responsibilities of the Agency</u>

a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.

b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.

c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.

e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required

on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable *upon the establishment of the Correctional Work Squad Officer position (Section II., B., 1., a.)*. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.

2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the *establishment of the Correctional Work Squad Officer position (Section II., B., 1., a.)*. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.

3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.

4. The Agency shall insure any vehicles owned by the Agency used under this Contract.

5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

[INSERT NAME, TITLE]
City of Gulf Breeze
[ADDRESS]
[CITY, FL, ZIP]
[FAX]
[E-MAIL]

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Century Correctional Institution
400 Tedder Road
Century, FL 32535
Telephone: (850) 256-2600

B. Department's Contract Administrator

The Chief, Bureau of Procurement and Supply is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The name, address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Procurement and Supply
Florida Department of Corrections

DRAFT

2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-8897

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Contact's name
City of Gulf Breeze
Address
City, State Zip
Telephone:

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

VII. CONDITIONS

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that

substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of cash payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY:

SIGNED BY: DRAFT - DO NOT SIGN _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary**
Department of Corrections

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel**
Department of Corrections

DATE: _____

DRAFT

Addendum A
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXX

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers Multiplier	1	$ 52,729.00	**	$ 52,729.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 398.00		$ 398.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 1,500.00		$ 1,500.00
Technology Fee			$ 391.00		$ 391.00
TOTAL - To Be Billed By Contract To Agency			$ 57,217.00		$ 57,217.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $32.51, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES [xx] NO [ ]
ENCLOSED TRAILER REQUIRED: YES [ ] NO [ ]

Addendum A
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXX

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00		0	$ -			
Vehicle Mounted Radio	MACOM	$4822.00	$ 4,822.00	1	$ 4,822.00	x		
TOTAL Operating Capital To Be Advanced By Agency					$ 4,822.00			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

	Total Cost
1. Operating Capital - from Section IV.	$4,822.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$4,822.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$57,217.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,967.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.) $62,789.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Gulf Breeze
Interagency Contract Number WSXXX Effective XXXXXXXXXXX

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

Memo

To: Dave Szymanski, Assistant City Manager

From: James Pelt, IT Coordinator

Date: 7/9/2010

Re: Notebook Computers for Council Members

In order to provide faster, more reliable, and more consistent informational resources for the Mayor and Council Members of The City of Gulf Breeze, it has been proposed that the city provide each member of the council, the City Manager, and the Mayor with a notebook computer which will be configured with appropriate software.

This will eliminate the need for council members to keep city documents and correspondence on their own personal computers, therefore removing those computers from review resulting from a public records request. The use of notebook computers by the council members will enable city staff to transmit documents electronically which are currently printed and hand delivered. This will also provide a centrally managed and maintained computing environment configured specifically for the needs of the council members; this consistent environment will provide a better experience for the council members and will reduce support costs.

After reviewing quotes from various vendors, the IBM Lenovo SL510 from CDW-Government appears to be the most cost effective at $593.30 each.

Recommendation :_ That the city purchase six Lenovo SL510 notebook computers from CDW-Government for $3574.80 for use by the City Council and Mayor and City Manager.

Assistant City Manager Recommendation: That the six notebook computer purchase be funded from capital funds set aside after FY2009. There is presently, $84,100 allocated to the Parks & Recreation restroom project. Council has approved the restrooms as FEMA alternative project # 2 and the project has been started. Thus, leaving this money to be designated to other Capital projects. That the City Council approve this change to the FY2009 Capital Budget.

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 7/9/2010

Subject: Initial Budget Workshop

In order to provide the Council an overview of the Fiscal Year 2011 budget in one session, we suggest our first budget workshop this year as an extended session scheduled at a time other than the day of an Executive Session or a Regular meeting. If the Mayor and Council are agreeable to this idea we could have an evening or weekend session of two hours in duration. We could provide an overview of each budget fund as follows:

1. Position of Fund at end of 2009
2. Projected position of Fund at end of FY 2010
3. Proposed budget for FY 2011

Use the South Santa Rosa Utility Fund as an example. The cash position in this fund was approximately minus $500,000 at the end of fiscal year 2009 (September 30, 2009). We believe this fund will improve to a cash position of approximately minus $120,000 by the end of the current fiscal year. It would help a discussion of the budget detail for this fund to first provide the cash position forecast, and discuss possible rate increases. At the conclusion of the discussion of the SSRUS fund we will provide an overview of the budget for 2011.

For an operating department such as Parks and Recreation, the presentation would be:

FY 2010 Budget	$817,372
FY 2010 Actual	$717,000 (estimated)
FY 2011 Budget Request	$776,500
Highlights: List	

RECOMMENDATION:

THAT THE CITY COUNCIL SCHEDULE AN EXTENDED BUDGET WORKSHOP FOR WEDNESDAY, JULY 21ST, SATURDAY, JULY 24TH OR MONDAY, JULY 26TH.

Kathy Neville
1186 Lionsgate Lane
Gulf Breeze, FL 32563
850-450-0328

June 28, 2010

RECEIVED
JUN 29 2010
BY:

Mr. Edwin A. Eddy
City Manager
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32561

Re: Utilities Service Personnel

Dear Mr. Eddy:

I am writing to voice my appreciation for the fine work and excellent customer service recently provided by employees of the Gulf Breeze Utility Service.

I experienced a problem with my city water last Friday morning. It was dark coming out of the tap. This had never happened before. I called Customer Service right away, and within 15-20 minutes of same, two of your employees, Ron Davis and another fellow, were at my door and began working to solve the problem. They quickly determined that my house had a faulty valve from an old connection (prior to my buying the house in 2002) that caused the water from the sprinkler system to invade the pipes containing potable water.

Ron and crew then proceeded to remove the faulty value and separate the two lines thereby ensuring no further cross contamination. In addition they took samples of the house water and sent it to the lab to make sure that the water was indeed potable. Ron called on Saturday as he promised with the results and came by this morning to follow up with the state mandated procedure for a final test following a "boil water" notice.

During the entire process, Ron and the other gentlemen were courteous and explained each step in the process as the issue was resolved promptly in a straightforward and professional manner.

I am very happy to be a customer of your Utility. Congratulations on having a top notch group of professionals in your employ.

Very truly yours,

Kathy Neville

Kathy Neville

West Florida
Regional
Planning
Council

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

Terry A. Joseph, Executive Director

RECEIVED
JUN 28 2010
BY:

June 21, 2010

County Administrator Hunter Walker
Santa Rosa County
6495 Caroline Street, Suite D
Milton, FL 32570-4592

Dear Mr. Walker:

The West Florida Regional Planning Council (WFRPC) has been asked by staff of the Speaker of the Florida House of Representatives to contact county and city officials, requesting them to follow-up with residents of the communities within their jurisdictions in identifying uncounted residences and neighborhoods in the 2010 Census.

The enclosed information outlines the addresses of persons in Santa Rosa County who have indicated they have not been contacted by the 2010 Census. To date, Census representatives have found that a response from one or two households in a community is often indicative of whether the entire community has or has not been counted.

On behalf of the Florida House of Representatives, the WFRPC encourages you to contact the residents listed on the enclosed report. The results of your outreach efforts, especially when communities are found to have been missed by the 2010 Census, should be provided to Bob West, with the Florida House of Representatives (FHR). Bob can be reached at **feedback@myfloridacensus.gov** or at 850-922-9457. The deadline for submitting information to the FHR is July 10, 2010.

Every year, the federal government allocates more than $400 billion to state, local, and tribal governments based on census data. Every additional Floridian counted is worth approximately $1,500 per year in federal funding for Florida. On behalf of the WFRPC, I thank you for helping make sure that everyone in your community is accurately represented in the Florida count.

Sincerely,

Terry A. Joseph
Executive Director

cc: City Managers
WFRPC Board Members

Pensacola
P.O. Box 11399
Pensacola, FL 32524-1399

Panama City
651 West 14th Street, Suite E
Panama City, FL 32401

www.wfrpc.org

Putnam-	Melrose, FL	MyFlorida	Google	-82.04529/29.70967	121079503003011
Putnam-	141 Jones Rd, Crescent City, FL 32112-4801	MyFlorida	Google	-81.63104/29.42328	121079514005000B
Putnam-	167 Hall Rd, Melrose, FL 32666-4044	MyFlorida	Google	-82.01884/29.72197	121079503002020
Putnam-	620 Putnam County Blvd, East Palatka, FL 32131	MyFlorida	Google	-81.60484/29.68575	121079510002029
Putnam-	231 Clear Lake Rd, Crescent City, FL 32112-5024	MyFlorida	Google	-81.55727/29.42048	121079514007000A
Putnam-	231 Clear Lake Rd, Crescent City, FL 32112-5024	MyFlorida	Google	-81.55685/29.41931	121079514007000A
Putnam-	177 Bardin Estate Cir, Palatka, FL 32177	MyFlorida	Google	-81.74794/29.75047	121079502001201A
Putnam-	San Mateo Rd, San Mateo, FL 32187	MyFlorida	Google	-81.59811/29.58109	121079511004014A
Putnam- Crescent City city	225 Cedar St, Crescent City, FL 32112-2303	MyFlorida	Google	-81.51239/29.43388	121079514002011
Putnam- Palatka city	3801 St Johns Ave, Palatka, FL 32177-3974	MyFlorida	Google	-81.66944/29.64837	121079507004026A
Santa Rosa-	3448 Edinburgh Dr, Milton, FL 32571-8658	MyFlorida	Google	-87.17642/30.62899	121130107033010
Santa Rosa-	6409 Ashborough Ct, Milton, FL 32570-3360	MyFlorida	Google	-87.05428/30.66469	121130106001000A
Santa Rosa-	2078 Hawthorne Dr, Navarre, FL 32566-7618	MyFlorida	Google	-86.91369/30.41050	121130108052156
Santa Rosa-	4554 Simpson St, Milton, FL 32583	MyFlorida	Google	-87.03014/30.60039	121130107021003
Santa Rosa-	3229 Harrison St, Milton, FL 32583-6220	MyFlorida	Google	-87.10809/30.55291	121130107023004A
Santa Rosa-	5575 Huntleigh Pl, Gulf Breeze, FL 32563-9675	MyFlorida	Google	-86.99043/30.40759	121130108072026B
Santa Rosa-	5266 Jenny Cir, Pace, FL 32571-2841	MyFlorida	Google	-87.10352/30.59624	121130107062022

Santa Rosa-	1975 America Ave, Gulf Breeze, FL 32563-7611	MyFlorida	Google	-86.97875/30.40714	121130108072026B
Santa Rosa-	2351 Heritage Cir, Navarre, FL 32566-2883	MyFlorida	Google	-86.82354/30.41630	121130108061001J
Santa Rosa-	5753 Cobble Creek Dr, Pace, FL 32571-8421	MyFlorida	Google	-87.19060/30.64494	121130107033042A
Santa Rosa-	5729 Ridge Ave, Milton, FL 32583-1641	MyFlorida	Google	-87.08385/30.59147	121130107062012B
Santa Rosa-	6125 E Milton Rd, Milton, FL 32583-7920	MyFlorida	Google	-86.96824/30.64996	121130108013017A
Santa Rosa-	5266 Jenny Cir, Pace, FL 32571-2841	MyFlorida	Google	-87.10352/30.59624	121130107062022
Santa Rosa-	2078 Hawthorne Dr, Navarre, FL 32566-7618	MyFlorida	Google	-86.91369/30.41050	121130108052156
Sarasota-	4100 Higel Ave, Sarasota, FL 34242-1232	MyFlorida	Google	-82.55870/27.29461	121150019031034
Sarasota-	1069 Eisenhower Dr, Nokomis, FL 34275-4427	MyFlorida	Google	-82.43986/27.14005	121150027141026
Sarasota-	3853 Woodrow Ridge St, Sarasota, FL 34233-1749	MyFlorida	Google	-82.49216/27.28947	121150017024000B
Sarasota-	3429 Plantation Dr, Sarasota, FL 34231-8518	MyFlorida	Google	-82.50114/27.28376	121150017043011
Sarasota-	1719 Burgos Dr, Sarasota, FL 34238-2726	MyFlorida	Google	-82.45552/27.21385	121150020065038A
Sarasota-	4727 Country Manor Dr, Sarasota, FL 34233-1856	MyFlorida	Google	-82.48662/27.28604	121150017025000
Sarasota-	2064 Oakridge Cir, Venice, FL 34293-3822	MyFlorida	Google	-82.39452/27.06118	121150025031019
Sarasota- North Port city	2833 Rohrer St, North Port, FL 34286-3932	MyFlorida	Google	-82.19135/27.08239	121150027121250
Sarasota- North Port city	1025 Prowess Ct, North Port, FL 34288-4825	MyFlorida	Google	-82.15154/27.06938	121150027123501N

COMMUNITY OUTREACH CENTER

Serving Santa Rosa County

July 2, 2010

Chief Peter Paulding
City of Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561

RE: BP Community Outreach Support for Volunteer Coast Watch Patrol

Dear Chief Paulding;
On behalf of BP and our local Santa Rosa Community Outreach Office, I would like to recognize the City of Gulf Breeze's Volunteer Coast Watch Patrol Program that engages local citizen volunteers to work in shifts to monitor the waters around the City of Gulf Breeze & Escambia Bay. The attached donation in the amount of $6000 is intended to help offset the cost of fuel and oil for the Contender police/fire boat that is utilized for this volunteer activity and to help streamline operations by allowing you to establish an account at the nearby Santa Rosa Yacht Club so that the boat can remain in the water during shifts for better utilization.

Our Santa Rosa County community outreach office recognizes and supports your outstanding volunteer effort and we look forward to our continued efforts to work together during this challenging time.

Best Regards,

Chris Olson and Jennifer Marinas

Local Community Support Coordinators

bp Community Outreach -1198 Gulf Breeze Parkway, Suite 6 - Gulf Breeze, Fl 32561
850-691-9116

bp **BP AMERICA, INC.**
200 East Randolph Drive
Chicago, IL 60601

005523

DATE 6-30-10

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Pay to the order of: City of Gulf Breeze

$ 6,000.00

Six thousand and 00/100

Citibank, N.A.
399 Park Avenue
New York NY 10043

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