

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

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

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Ordinance No. 05-10, Establishing a No Motor Zone on the Northeast Side of Deadman's Island
- B. Discussion and Action Regarding Resolution No. 29-10, Recognizing Coastwatch Volunteers
- C. Discussion and Action Regarding Resolution No. 30-10, Approving a Plan of Finance for Capital Projects for Goodwill Industries of Southwest Florida
- D. Discussion and Action Regarding the Government Finance Officers Association Award to the City of Gulf Breeze
- E. Discussion and Action Regarding Fire Department Hose and Nozzle Replacement
- F. Discussion and Action Regarding Red Light Camera Project Server Acquisition
- G. Discussion and Action Regarding Pavement Restriping
- H. Discussion and Action Regarding 8th Annual Pet Fest to be Held Saturday, November 20, 2010, 9:30 a.m. to 3:30 p.m.
- I. Discussion and Action Regarding Community Playgrounds - Replacing Equipment
- J. Discussion and Action Regarding Electronic Reader Board
- K. Discussion and Action Regarding Shoreline Drive Irrigation and Stabilization
- L. Discussion and Action Regarding Prohibition of Texting While Driving
- M. Discussion and Action Regarding Dates for Final Budget Resolution for FY 2010
- N. Discussion and Action Regarding Board Appointments
- O. Information Items

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

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

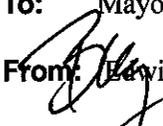


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/4/2010

Subject: Ordinance No. 05-10, Establishing a No Motor Zone on the Northeast side of Deadman's Island

The City Council directed staff to develop an Ordinance for consideration by the City Council that would provide for a "No Motor Zone" in the area northeast of Deadman's Island. The "No Motor Zone" would be located roughly as shown on the attached exhibit to the Ordinance.

The "No Motor Zone" would have several benefits. Among them are:

1. No boating with internal combustion motor propulsion in the area will allow sea grasses to be planted in the area to be less disrupted.
2. Less boat traffic in this area will reduce wave energy from boat wakes. This reduction of wave energy should reduce erosion and aid grasses.
3. An incident involving bowfishing in this area was made worse by the presence of the man made reef allowing fishermen to drive an airboat back and forth causing fish and other animals to be pinned against the reef unable to reach deeper waters. The fish and other animals were then easier prey for the bowfishermen.
4. Our intent in the Deadman's Island project was to create a snorkeling area. This "No Motor Zone" will help in this regard.

Section 68D-23.103 and Section 68D-21 of the Florida Administrative Code gives the City the authority to request a "No Motor Zone". The signage and other necessary permitting will be handled by Ecological Consulting Services as part of the Deadman's Island Restoration Project at a cost not to exceed \$5,000.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE ORDINANCE NO. 05-10 ON FIRST READING ON NOVEMBER 15, 2010 AND THAT 2ND READING AND A PUBLIC HEARING ON THIS ORDINANCE BE ADVERTISED FOR DECEMBER 6, 2010.

ORDINANCE NO. 05-10

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO THE CREATION OF A COMBUSTION MOTOR EXCLUSION ZONE; AMENDING CHAPTER 18, ARTICLE VI OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the public health, safety, and welfare of persons using the waters of the City of Gulf Breeze require the regulation of certain water borne activities on and within those waters; and,

WHEREAS, the City of Gulf Breeze has partnered with other Local, State and Federal agencies and received grant funding to establish a natural breakwater at the northeastern tip of Deadman's Island; and,

WHEREAS, the natural breakwater helps prevent the erosion of the tip of Deadman's Island; and,

WHEREAS, the breakwater has created an area between the northeastern tip of Deadman's Island and the breakwater structure that has enhanced the City's marine resources or aquatic habitat; and,

WHEREAS, the unrestricted use of vessels or the adverse impacts of such use may result in harm to marine resources or aquatic habitat.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1 – ARTICLE VI is hereby amended to read:

ARTICLE VI. ~~NO WAKE ZONES~~ WATERWAYS

Sec. 18-100. Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Combustion motor exclusion zone or motor exclusion zone means an area where the entry of vessels being propelled or powered by an internal combustion engine is prohibited. These zones do not apply to vessels using other means of propulsion (e.g., sails, oars, poles, etc.) or to vessels equipped with an internal combustion engine when such engine is not in use.

Idle speed--No wake zone means a restricted or controlled zone which has been established to protect the interests of the public and in which zone motorboats cannot proceed at any speed greater than that speed which is necessary to maintain steerage way.

Motorboat is synonymous with boat as referenced in Section 1(b), Article VII of the Florida Constitution and shall include every description of watercraft, barge and air boat used or capable of being used as a means of transportation on water.

Regulatory marker means any anchored or fixed marker in, on or over the water or on the shore and shall include but not be limited to speed zone markers and warning markers.

Sec. 18-101. Idle speed--No wake zones.

It shall be unlawful for any person to operate any motorboat in or upon the waters of the city at a speed any greater than the minimum speed necessary to maintain steerageway in any idle speed--no wake zone designated by a regulatory marker reading "no wake zone" or "idle speed--no wake" or similar or like warning.

Sec. 18-102. Gilmore Bayou a no wake zone.

The entire portion of the waters of Gilmore Bayou are hereby designated as an idle speed--no wake zone. Regulatory markers appropriately identifying Gilmore Bayou as an idle speed--no wake zone shall be posted in accordance with applicable regulations of the State of Florida, Department of Natural Resources relating to uniform waterway markers.

Sec. 18-103. Deadman's Island combustion motor exclusion zone.

The area between the northeastern end of Deadman's Island and the oyster reef breakwater is hereby designated a combustion motor exclusion zone. Regulatory markers appropriately identifying the area as a combustion motor exclusion zone shall be posted in accordance with applicable regulations of the State of Florida, Department of Natural Resources relating to uniform waterway markers.

~~**Sec. 18-103. Penalties.**~~ **Sec. 18-103. Penalties.**

(a) Any person cited for a violation of section 18-101 shall be deemed to be charged with a noncriminal infraction and shall be cited to appear before the county court. The civil penalty for any such infraction is \$75.00, except as otherwise provided in this section.

(b) Any person cited for an infraction under this section may:

- (1) Post a bond, which shall be equal in amount to the applicable civil penalty; or
- (2) Sign and accept a citation indicating a promise to appear.

The officer may indicate on the citation the time and location of the scheduled hearing and shall indicate the applicable civil penalty.

(c) Any person who willfully refuses to post a bond or accept and sign a summons is guilty of a misdemeanor of the second degree, punishable as provided by Florida Statutes.

(d) Any person charged with a noncriminal infraction under this article may:

- (1) Pay the civil penalty, either by mail or in person within ten days of the date of

receiving the citation; or

(2) If he has posted bond, forfeit bond by not appearing at the designated time and location.

If the person cited follows either of the above procedures, he shall be deemed to have admitted the infraction and to have waived his right to a hearing on the issue of commission of the infraction.

(e) Any person electing to appear before the county court or who is required so to appear shall be deemed to have waived the limitations on the civil penalty specified in subsection (a). The court, after hearing, shall make a determination as to whether an infraction has been committed. If the commission of an infraction has been proved, the court may impose a civil penalty not to exceed \$500.00.

(f) At a hearing under this article, the commission of a charged infraction must be proved beyond a reasonable doubt.

(g) If a person is found by the hearing official to have committed an infraction, he may appeal that finding to the circuit court.

SECTION 2 - SEVERABILITY

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

SECTION 3 - CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 4 - EFFECTIVE DATE

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE ____ DAY OF _____, 2010.

ADVERTISED ON THE ON THE ____ DAY OF _____, 2010.

PASSED ON THE SECOND READING ON THE ____ DAY OF _____, 2010.

By: _____
Beverly Zimmern, Mayor

ORDINANCE 01-10
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ATTESTED TO BY:

Marita Rhodes, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: October 20, 2010

SUBJECT: **No Motor Zone**

As a result of the bowfishing incident that took place at Deadman's Island last week, it has been suggested that the area behind the breakwater be declared a "No Internal Combustion Motors Zone" or "No Motor Zone."

Section 68B-23.103, F.A.C. defines "No Internal Combustion Motors" or "No Motor Zone" as a zone where "all vessels equipped with internal combustion motors (e.g.: gasoline or diesel motors) for propulsion must turn off the internal combustion motor and, if possible to do so, tilt or raise the internal combustion motor out of the water. The use of electric motors is not prohibited."

Under this classification, vessels would not be excluded from the zone and anglers would still be allowed to fish in the area behind the breakwater; however, they would not be allowed to use a combustion motor. Fishing vessels could still access the site by an electric trolling motor, paddle or pole. Canoes and kayaks would have no restrictions.

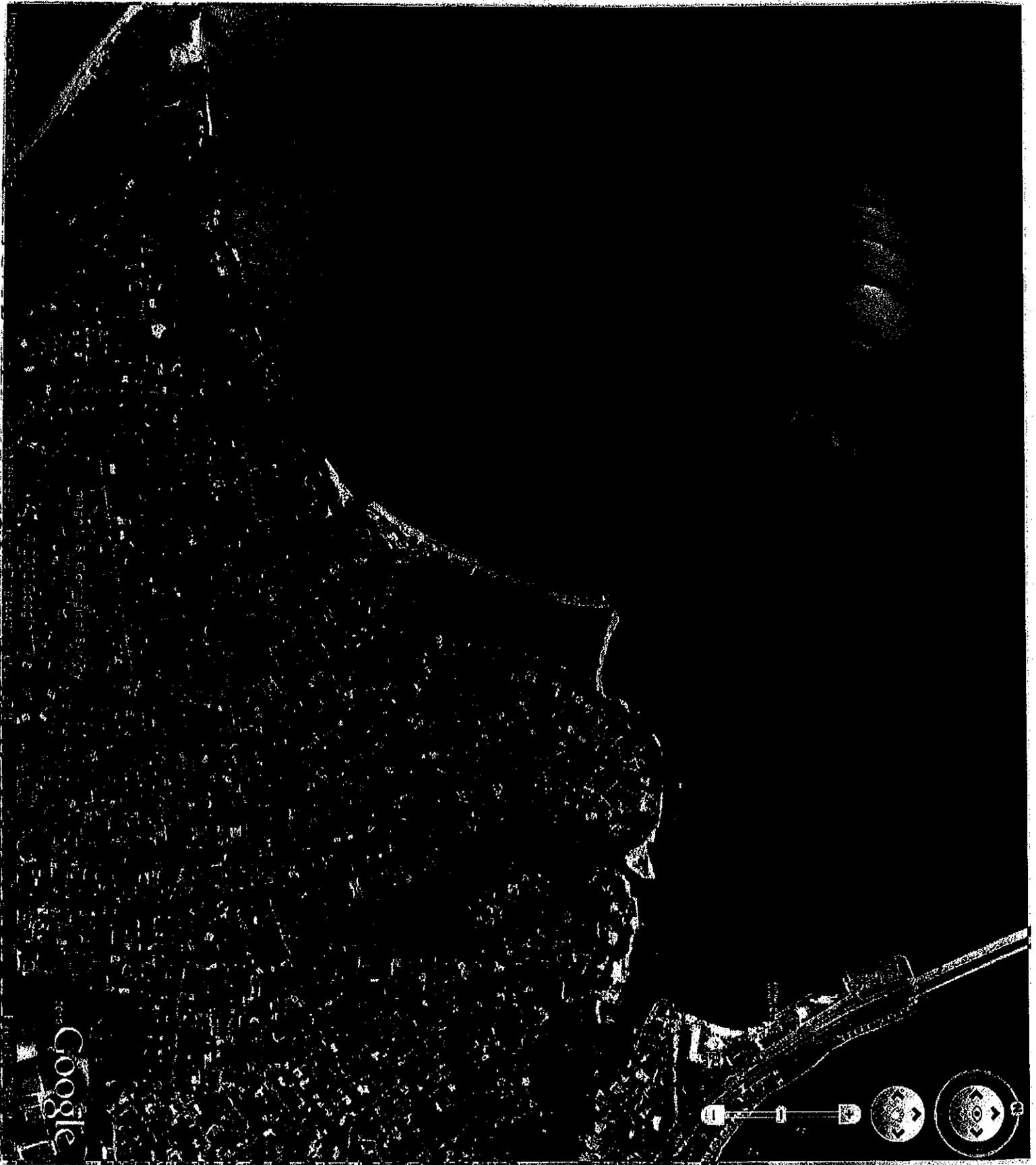
Chapter 68D-21, F.A.C. allows counties and municipalities to establish boating restrictions area provided they follow the procedures established in the aforementioned Chapter.

Heather Reed, with Ecological Consulting Services Inc. (ECS), has reviewed the request and feels that a No Motor Zone would be a reasonable restriction. It would help protect the breakwater and also provide a margin of safety to power vessels as the area around the breakwater contains submerged objects which could potentially damage a lower drive unit.

ECS has estimated the total cost of the project would be approximately \$5,000.00. This includes: permitting, acquisition of the appropriate navigational aids and installation. The project could be funded from the 2011 Capital Project Fund.

RECOMMENDATION:

That the City Council direct staff to prepare a draft ordinance that would declare the area behind the breakwater at Deadman's Island a "No Internal Combustion Motors" or "No Motor Zone" and contract with Ecological Consulting Services Inc. for the permitting, acquisition of the appropriate navigational aids and installation for an amount not to exceed \$5,000.





City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council
From: Edwin A. Eddy, City Manager
Date: 11/4/2010

Subject: Resolution 29-10, Recognizing Coastwatch Volunteers

On Wednesday, November 3rd, the City hosted a dinner to recognize and show appreciation for our Volunteer in Police Service (VIPS) and our Coastwatch volunteers. Both of these groups are essential to our community policing efforts. The VIPS spend hundreds of hours per year in Police vehicles monitoring traffic, lending assistance to the public as necessary and assisting our sworn officers.

The Coastwatch program was established in order to monitor patches of oil from the Deepwater Horizon spill as they entered our area. At the time the Coastwatch program was established, we had no idea what to expect in terms of oil. It made good sense to organize the program on the successful platform of our VIPS program. We also asked retired Coast Guard Captain Bill Clark to oversee the program.

The result was that our volunteers were first on the scene of oil in the Bays on occasion. The presence of Coastwatchers on specific daily routes and with GPS equipment convinced BP and the Coast Guard to become more proactive in their efforts to locate and clean up patches of oil in the Sound or Bay.

The VIPS program is ongoing. Volunteers are not required to work a specific schedule to meet the community needs. We called on Coastwatch volunteers to be available for daily a.m., midday and p.m. patrols. The program can now be put on hold until we determine our future needs.

RECOMMENDATION:

WE RECOMMEND THE COUNCIL RECOGNIZE THE COASTWATCH VOLUNTEERS AT THE NOVEMBER 15TH COUNCIL MEETING AND ADOPT THE ATTACHED RESOLUTION. WE ALSO RECOMMEND EACH VOLUNTEER INDIVIDUALLY OR VOLUNTEER "COUPLE" BE GIVEN A GIFT CARD TO BE USED FOR "DINNER AND A MOVIE" OR FOR WHATEVER USE THE COASTWATCHERS DEEM APPROPRIATE.



City of Gulf Breeze

RESOLUTION 29-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA RECOGNIZING THE SERVICE AND CONTRIBUTION OF THE CITY'S COASTWATCHERS DURING THE REPOSE TO THE DEEPWATER HORIZAN OIL SPILL.

WHEREAS, a drilling platform off the coast of Louisiana in the Gulf of Mexico exploded and caught fire in April, 2010; and,

WHEREAS, this explosion and fire allowed millions of barrels of crude oil to be discharged into the Gulf of Mexico; and,

WHEREAS, weather, environmental conditions along with efforts to clean up or disperse the crude oil made it clear that patches of weathered crude oil were present or soon would be present intermittently in the waters of the Gulf of Mexico in close proximity to Pensacola Pass and in Pensacola Bay and Santa Rosa Sound; and,

WHEREAS, said patches of crude oil in unknown quantities represented a threat to the health, safety and welfare of the citizens and visitors to the City of Gulf Breeze; and,

WHEREAS, it was evident to the City Council of the City of Gulf Breeze that the City had to create an extraordinary team to identify and locate these patches of oil and take precise, and strategic steps in a military or engineering format to facilitate the clean up and removal of said patches of oil from the waters of Gulf Breeze; and,

WHEREAS, the City's Coastwatchers team was successful in the location and identification of several patches of crude oil and the Coastwatchers were vigilant and reliable in their daily patrols precisely coordinated and implemented by Coast Guard Captain Bill Clark; and,

WHEREAS, this team caused the City to be, first, almost 100% free from the effects of the Deepwater Spill and second, instrumental in the overall location and cleanup of oil in the local bay system,

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

1. The Council, City staff and the residents of the City are deeply appreciative of the dedicated, selfless efforts of the Coastwatchers.
2. Due to the commitment of the Coastwatcher team, the Coastwatchers model may become a standard by which small communities respond to similar situations.
3. That the Coastwatchers are hereby recognized formally for their service and dedication to the City of Gulf Breeze.

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

Mayor

ATTEST

City Clerk

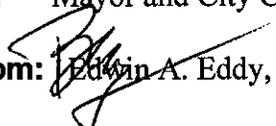


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 11/5/2010

**Subject: Resolution No. 30-10, Approving a Plan of Finance for Capital
Projects for Goodwill Industries of Southwest Florida**

The Capital Trust Agency Board of Directors has reviewed and approved a plan of finance for acquisition, development and expansion of facilities for Goodwill Industries of Southwest Florida, a Florida not-for-profit corporation. The plan provides for the issuance of not to exceed \$20,000,000 in Capital Trust Agency revenue bonds to finance the Capital improvements plan. Facilities located in Fort Myers, Punta Gorda and Naples, Florida are scheduled to be improved via this project.

As is the case with each issuance of bonds by CTA, neither the City nor CTA is responsible for the repayment of the bonds. The City Council must approve the issuance of the bonds as well as an amendment to the City's Interlocal Agreement with the Town of Century which formed CTA.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 30-10 APPROVING A PLAN OF FINANCE FOR GOODWILL INDUSTRIES OF SOUTHWEST FLORIDA AND AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE TOWN OF CENTURY.

RESOLUTION ____-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF FINANCING OR REFINANCING THE COSTS OF ACQUISITION, EQUIPPING, DEVELOPMENT, INSTALLATION, CONSTRUCTION AND RENOVATION OF IMPROVEMENTS TO CAPITAL PROJECTS LOCATED OR TO BE LOCATED IN COLLIER, CHARLOTTE, GLADES, HENDRY AND LEE COUNTIES; APPROVING THE ISSUANCE FROM TIME TO TIME OF NOT EXCEEDING \$20,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING OR REFINANCING SUCH CAPITAL PROJECTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 26 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Chapter 617, Florida Statutes, Ordinance 05-97, as amended, of the City, and its Articles of Incorporation, as amended (its "Charter") and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on January 27, 2010, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the issuance of its revenue bonds (the "Bonds") for a loan program for the purpose, among other things, of financing or refinancing the acquisition, equipping, development, installation, construction and renovation of improvements of some or all of the Projects described on Schedule "1" attached hereto (collectively, the "Projects"); and

WHEREAS, the City has been advised that the Agency desires to issue not exceeding \$20,000,000 of the Bonds for projects on behalf of Goodwill Industries of Southwest Florida, Inc., a Florida not-for-profit corporation, or an affiliate, subsidiary or related person (as applicable, the "Borrower"), to fund the loan program herein described (the "Plan of Finance"). The Borrower has requested the Agency to issue its revenue bonds and loan the proceeds thereof to the Borrower or its affiliates for the purpose, of financing the Projects. The Projects will be owned and operated by the Borrower or other affiliate company of the Borrower; and

WHEREAS, Section 147(f) of the Code, requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on October 1, 2010, the Bonds and the Plan of Finance have been submitted to a public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida on Friday, October 15, 2010; and

WHEREAS, the City Manager has conducted the public hearing on behalf of the City Council and provided reasonable opportunity for all interested persons to express their views, both orally and in writing and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and Section 147(f) of the Code, to express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and to grant all other approvals required in connection with the issuance and sale of the Bonds;

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City Council on October 1, 2010. The City Council hereby approves the report of the public hearing conducted by

the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

The City hereby approves the Plan of Finance described herein, and the Bonds to be issued from time to time in the aggregate principal amount not exceeding \$20,000,000. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates, representations, waivers and documents, to approve and pay such expenses and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, waivers, reimbursement agreements, and other agreements or instruments deemed necessary or convenient to effect or implement the Plan of Finance, the issuance of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT TO THE ENABLING AGREEMENT.

Pursuant to the Enabling Agreement, there is hereby approved an amendment to the Enabling Agreement to effect the approvals set forth in Section 1 hereof. Such amendment shall be in substantially the form attached hereto as Exhibit "B," and the Mayor is authorized to execute and deliver the same on behalf of the City, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

SECTION 4. AUTHORIZATION OF ALL OTHER NECESSARY ACTION.

The Mayor, or in her absence the Vice-Mayor, the City Clerk, the City Manager, the Attorney for the City and the Agency, McGuirewoods LLP, Bond Counsel for the City and the Agency are authorized and empowered to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the bonds and the application of the proceeds thereof, to the extent not inconsistent

with the terms of this Resolution or other actions relating to the Bonds heretofore taken by the City.

SECTION 5. TEFRA APPROVAL.

The approval granted in Section 2 hereof shall be for all purposes, including without limitation, approval for the purposes of Section 147(f) of the Code.

SECTION 6. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of page intentionally left blank]

SECTION 7. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 1st day of November, 2010.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly Zimmern, Mayor

ATTEST:

By: _____
Its: City Clerk

EXHIBIT "A" TO RESOLUTION

REPORT OF HEARING OFFICER

This instrument shall constitute the official report of the undersigned official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on Friday, October 15, 2010, for and on behalf of the Capital Trust Agency (the "Agency"), a legal entity duly created under Chapters 163, Part I, and 617, Florida Statutes and a public agency of the State of Florida established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, and Chapter 617, Florida Statutes, in connection with the proposed issuance of the Agency's not exceeding \$20,000,000 revenue bonds (the "Bonds") on behalf of Goodwill Industries of Southwest Florida, Inc., a Florida not-for-profit corporation, or an affiliate, subsidiary or related person (as applicable, the "Borrower"), to fund the loan program herein described (the "Plan of Finance"). The Borrower has requested the Agency to issue its revenue bonds and loan the proceeds thereof to the Borrower or its affiliates for the purpose, of financing or refinancing the capital projects described on the attached Exhibit 1 (the "Projects"). The Projects will be owned and operated by the Borrower. The public hearing was duly advertised in the *Pensacola News Journal* on October 1, 2010, a newspaper of general circulation in the jurisdiction of the City. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "2" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Projects. Information about the proposed Bonds, the locations of the Projects, and the proposed use of the proceeds were presented. When the information had been presented, opportunity was given for members of the public in attendance to give their input. No such interested parties were in attendance. It was noted that no written communications had been received. The undersigned then concluded the hearing.

No person presenting views at the public hearing opposed the issuance of the Bonds.

Respectfully submitted,

By: _____
Edwin Eddy, City Manager
City of Gulf Breeze, Florida

EXHIBIT 1 TO REPORT OF HEARING OFFICER

THE PROJECTS

The financing or refinancing the acquisition, equipping, development, installation, construction and renovation of improvements to some or all of the donation and distribution centers and educational, job training, career development and mentoring facilities located or to be located at the following addresses:

- (1) 4162 Palm Beach Boulevard, Ft. Myers, Florida 33916 (\$1,100,000-\$1,600,000)
- (2) 10680-10698 Colonial Boulevard, Ft. Myers, Florida 33913 (\$2,500,000-\$4,000,000)
- (3) 10381 Tamiami Trail, Punta Gorda, Florida 33950 (\$1,450,000-\$1,650,000)
- (4) 15165 McGregor Boulevard, Ft. Myers, Florida 33908 (\$1,000,000-\$1,200,000)
- (5) 3001 Santa Barbara Boulevard, Naples, Florida 34116 (\$50,000-\$150,000)
- (6) 4740 South Cleveland Avenue, Fort Myers, Florida 33907 (\$4,500,000-\$7,200,000)

**EXHIBIT 2 TO REPORT OF HEARING OFFICER
PROOF OF PUBLICATION**

**EXHIBIT "B" TO RESOLUTION
AMENDMENT NO. 27
OF THE ENABLING AGREEMENT**

SCHEDULE I TO RESOLUTION

THE PROJECTS

The financing or refinancing the acquisition, equipping, development, installation, construction and renovation of improvements to some or all of the donation and distribution centers and educational, job training, career development and mentoring facilities located or to be located at the following addresses:

- (1) 4162 Palm Beach Boulevard, Ft. Myers, Florida 33916 (\$1,100,000-\$1,600,000)
- (2) 10680-10698 Colonial Boulevard, Ft. Myers, Florida 33913 (\$2,500,000-\$4,000,000)
- (3) 10381 Tamiami Trail, Punta Gorda, Florida 33950 (\$1,450,000-\$1,650,000)
- (4) 15165 McGregor Boulevard, Ft. Myers, Florida 33908 (\$1,000,000-\$1,200,000)
- (5) 3001 Santa Barbara Boulevard, Naples, Florida 34116 (\$50,000-\$150,000)
- (6) 4740 South Cleveland Avenue, Fort Myers, Florida 33907 (\$4,500,000-\$7,200,000)

AMENDMENT NO. 27 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 27 TO INTERLOCAL AGREEMENT** (this "Amendment No. 27") is made and entered into as of the 1st day of November, 2010, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century") who may collectively be referred to herein as the "Parties,"

WITNESSETH:

WHEREAS, the Parties hereto have, by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 26 (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Goodwill Industries of Southwest Florida, Inc., a Florida not-for-profit corporation, or an affiliate, subsidiary or related person (as applicable, the "Borrower") have represented that they currently provide rehabilitation services, training, employment and opportunities for handicapped, disabled and disadvantaged individuals in their community; and

WHEREAS, on January 27, 2010, the Agency initially approved a request by the Borrower that the Agency issue its revenue bonds in an amount not to exceed \$20,000,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower or its affiliates for the purpose of financing or refinancing the capital projects set forth on the attached Schedule "I" (collectively, the "Projects").. The Projects will be owned and operated by the Borrower or other affiliate of the Borrower; and

WHEREAS, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a credit enhancement facility, if any, or from the revenues of any such programs; and

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement

specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained authorizing the execution and delivery of this Amendment to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described; and

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECTS.

This Amendment is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Projects.

SECTION 2. BONDS, PROGRAM, PLAN OF FINANCE APPROVED.

The Parties do hereby approve and authorize the Agency's plan of finance for the Projects and the Bonds, and the issuance of Bonds from time to time, in an aggregate principal amount not exceeding \$20,000,000.00. Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, waivers, reimbursement agreements, security documents and other agreements or instruments deemed necessary or convenient to effect or implement the issuance of the Bonds and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or of Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable solely from the revenues or receipts of the programs or projects, payments by the Borrower, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR THE TOWN OF CENTURY.

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower the sum specified on Schedule 2 attached hereto.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any Projects, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment, the financing agreements and/or bond indentures executed in connection with the Bonds or the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason

whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

SECTION 7. COUNTERPARTS.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

This Amendment shall take effect when duly executed by the Parties and filed in accordance with law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Amendment to Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly Zimmern
Mayor

ATTEST:

By: _____
Marita Rhodes
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

SCHEDULE I

THE PROJECTS

The financing or refinancing the acquisition, equipping, development, installation, construction and renovation of improvements to some or all of the donation and distribution centers and educational, job training, career development and mentoring facilities located or to be located at the following addresses:

- (1) 4162 Palm Beach Boulevard, Ft. Myers, Florida 33916 (\$1,100,000-\$1,600,000)
- (2) 10680-10698 Colonial Boulevard, Ft. Myers, Florida 33913 (\$2,500,000-\$4,000,000)
- (3) 10381 Tamiami Trail, Punta Gorda, Florida 33950 (\$1,450,000-\$1,650,000)
- (4) 15165 McGregor Boulevard, Ft. Myers, Florida 33908 (\$1,000,000-\$1,200,000)
- (5) 3001 Santa Barbara Boulevard, Naples, Florida 34116 (\$50,000-\$150,000)
- (6) 4740 South Cleveland Avenue, Fort Myers, Florida 33907 (\$4,500,000-\$7,200,000)

SCHEDULE 2
PAYMENT TO TOWN OF CENTURY

\$350.00 per million principal amount of each issue, upon issuance thereof, but not less than \$2,500.00.

Memo

To: Edwin A. Eddy, Mayor and City Council
From: Steve Milford
Date: November 2, 2010
Re: GFOA Award to City of Gulf Breeze



I am pleased to inform you that the Comprehensive Annual Financial Report produced by the City of Gulf Breeze for 2009 has been awarded a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada.

The City staff annually produce this 100-plus page document which not only encompasses the annual financial statements and audit report, but also provides insights on City history, the budget process, capital projects and a variety of other information about the City. Creation of this document is truly a joint effort with virtually every department in the City contributing information.

Every report (or CAFR) since 2004 is available for download from the City's website.

This is the seventh consecutive recognition of CAFR excellence awarded to the City.

RECOMMENDATION:

That the City Council accept the award from the Government Finance Officer's Association and recognize the Director of Finance and staff for their good work in receiving this award.

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Gulf Breeze
Florida

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended
September 30, 2009

A Certificate of Achievement for Excellence in Financial Reporting is presented by the Government Finance Officers Association of the United States and Canada to government units and public employee retirement systems whose comprehensive annual financial reports (CAFRs) achieve the highest standards in government accounting and financial reporting.



President

Executive Director



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  Craig S. Carmichael, Fire Chief
DATE: November 4, 2010
SUBJECT: **Hose and Nozzle Replacement**

This year's fire department budget includes the replacement of three 2.5" smooth bore nozzles, 600 feet of 2.5" attack line, 800 feet of 1.75" attack line and 1000 feet of 2.5" supply line. The combined estimate of all of these items is \$12,100. The breakdown of each item is as follows:

Item No.	Description	Quantity	Unit Price	Total
1	2.5" Smooth Bore Nozzles	3	\$500.00	\$1,500.00
2	2.5" Attack Line	12	\$300.00	\$3,600.00
3	1.75" Attack Line	8	\$250.00	\$2,000.00
4	2.5" Supply Line	20	\$250.00	\$5,000.00

Item 1 – 2.5" Smooth Bore Nozzles

The new nozzles will be replacing our existing 1970's models. The new models are lighter and capable of flowing more water. We will retain the older models and utilize them for training and backups.

Item 2 – 2.5 Attack Line

The new hose will replace sections that have failed their annual pressure test. Like the nozzles, some of the hose sections that will be replaced date back to the 1970's. Additionally, the new hose will be color coded to comply with NFPA specifications.

Item 3 - 1.75" Attack Line

The new hose will replace sections that have been damaged at fires over the past couple of years. We lost 400 feet at the Calla Hermosa Fire on

Pensacola Beach when flying embers landed on it in the hose bed. Additionally, the new hose will be color coded to comply with NFPA specifications.

Item 4 – 2.5" Supply Line

The new hose will replace sections that have failed their annual pressure test. Like the nozzles, some of the hose sections that will be replaced date back to the 1970's. Additionally, the new hose will be color coded to comply with NFPA specifications.

Regarding disposal of the old hose, while it may no longer be used for firefighting operations because of the failed pressure test, some of the sections may still be used for low pressure applications and will be made available to the City's Public Services Department.

The total cost of this project is \$12,100 and according to the City purchasing policy, it must be formally bid. However, it consists of a hodgepodge of sizes and different types of equipment. By fire service standards, it is considered a small order. Therefore, staff recommends that the formal bid process be waived and staff be allowed to purchase the items based on written quotes.

Recommendation: ***That the City Council authorize the waiving of the formal bid process and authorize staff to purchase the aforementioned items based on three written quotes with the a total acquisition cost not to exceed \$12,100.00.***



City of Gulf Breeze Police Department

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

November 4, 2010

To: Edwin Eddy, City Manager
From: Peter Paulding, Chief of Police
Re: Red light camera project server acquisition

Now that City Council has approved the contract with Sensys for our red light camera project there is a need to acquire some equipment to complete the project. The back office operation component of the project requires that we purchase a server to process violations and a firewall to protect the data that the server will contain. The description of the equipment is quite technical and was developed in cooperation with the vendor and our IT personnel.

We will be purchasing a Dell PowerEdge R610 computer with a Red Hat Operating system with multiple hard drives and a firewall. It is a custom designed item specific to the function it will perform and will cost approximately \$7500. Dell is a sole source provider of this specific piece of equipment and it is compatible with the Sensys America equipment and software.

We can order the item right away and expect it to be delivered for use 7-10 days after it is ordered. When it is received, it will be installed and we will begin training our personnel as soon as we can so that they will be familiar with the operation of the red light camera work station before the project goes live in 45-60 days.

We have been told by the Sensys vendor that they have ordered the cameras and hardware for their part of the project installation and they expect to be able to install in the 45-60 day timeframe. As soon as their equipment is installed and operational, we plan to begin the project. A requirement of the project will be the installation of signs that will advise the public that the red light is being enforced by camera. All of that will be in place before we begin issuing violations.

Recommendation: City Council approve the expenditure of funds not to exceed \$7500 for the purchase of a computer server and firewall compatible with the Sensys America equipment and software that will enable the operation of the red light camera enforcement project.

Memo

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
DATE: November 4, 2010
RE: Pavement Restriping

In order to complete the project as approved by City Council; staff identified 43 priority areas. Each area was assigned a number and is indicated on the attached maps for reference.

This project was estimated to cost \$30,000 and is funded from savings/surplus of the 2009 Budget Year as designated by the City Council.

This project was bid out in October 2010 and received no response. Therefore, staff contacted suitable contractors and solicited quotes in order to move forward.

We received the following quotes:

Gulf Coast Traffic Engineers: \$9,067.00
Coast Line Striping: No Response

Since Gulf Coast Traffic Engineers has provided quality work in the past and is the only responder, staff recommends that they be awarded the restriping project.

Recommendation: City Council authorize Gulf Coast Traffic Engineers to restripe the indentified areas at a cost of \$9,067.00.

attach.

VLP/ohl

GULF COAST TRAFFIC ENGINEERS, INC.

& BARRICADE SERVICE
 8203 KIPLING ST., P.O. BOX 10625
 PENSACOLA, FL 32524-0625
 PHONE: (850) 478-7066
 FAX: (850) 476-0244

FAX QUOTATION

DATE: 4-Nov-2010

JOB: CITY OF GULF BREEZE
PAVEMENT MARKING 2010

FAX: 934-4042
 PHONE: 934-5108
 PROJ. #

TO: CITY OF GULF BREEZE
 ATTN: MS. MINA LANZETTA
 1070 SHORELINE DRIVE
 GULF BREEZE, FL 32562-0640

QUOTE # **10248**
 CODE: D- ST

Bid Item Number	Estimated Quantity	Work Description	Unit	Unit Price	Amount
<u>CITY OF GULF BREEZE PAVEMENT MARKING 2010</u>					
	1	GROUP 1 (5) - 1,2,3,24,25	LS	770.00	770.00
	1	GROUP 2 (4) - 40,41,42,43	LS	632.00	632.00
	1	GROUP 3 (8) - 4,5,6,7,8,9,10,11	LS	1,750.00	1,750.00
	1	GROUP 4 (7) - 27,28,30,31,32,33,34	LS	1,033.00	1,033.00
	1	GROUP 5 (5) - 35,36,37,38,39	LS	905.00	905.00
	1	GROUP 6 (9) - 12,13,14,15,16,17,18,19,20	LS	1,697.00	1,697.00
	1	GROUP 7 (4) - 21,22,23,26	LS	2,280.00	2,280.00
<p>NOTE: ALL PAVEMENT MARKINGS WILL BE IN ACCORDANCE WITH THE MOST CURRENT FDOT STANDARD SPECIFICATIONS FOR THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS.</p> <p style="text-align: center;">Plans and permits not included. Payment and performance bonds not included. A certificate of insurance will be supplied upon request. We are proud to offer a drug free workplace. SERVING NORTHWEST FLORIDA SINCE 1965</p>					
PAYMENT WITHIN 5 DAYS RECEIPT OF INVOICE WITH APPROVED CREDIT					

TOTAL \$ **9,067.00**

ACCEPTANCE OF BID

SIGNED: _____
 DATE: _____

PRINT: _____

NOTE: THIS QUOTATION IS VOID 30 DAYS FROM DATE UNLESS SIGNED AND A COPY IS RETURNED TO BIDDER.

David

DAVID E. COOK, VICE PRESIDENT

**CITY OF GULF BREEZE
REQUEST FOR BIDS**

Sealed bids for Gulf Breeze Pavement Striping will be received at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL 32561 until 2 P.M., Local Time on October 7, 2010. Bids submitted after said time will not be accepted.

A copy of the specification package may be examined or obtained at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL, telephone (850) 934-5110. The request may also be viewed at www.cityofgulfbreeze.com/rfp.htm.

The City of Gulf Breeze reserves the right to accept or reject any or all bids, to waive any informalities, and to re-advertise when deemed in the best interest of the City.

Questions can be addressed to Thomas E. Lambert, (850) 934-5110 or tlambert@ci.gulf-breeze.fl.us.

LEGAL #1520 / 9-23-2010

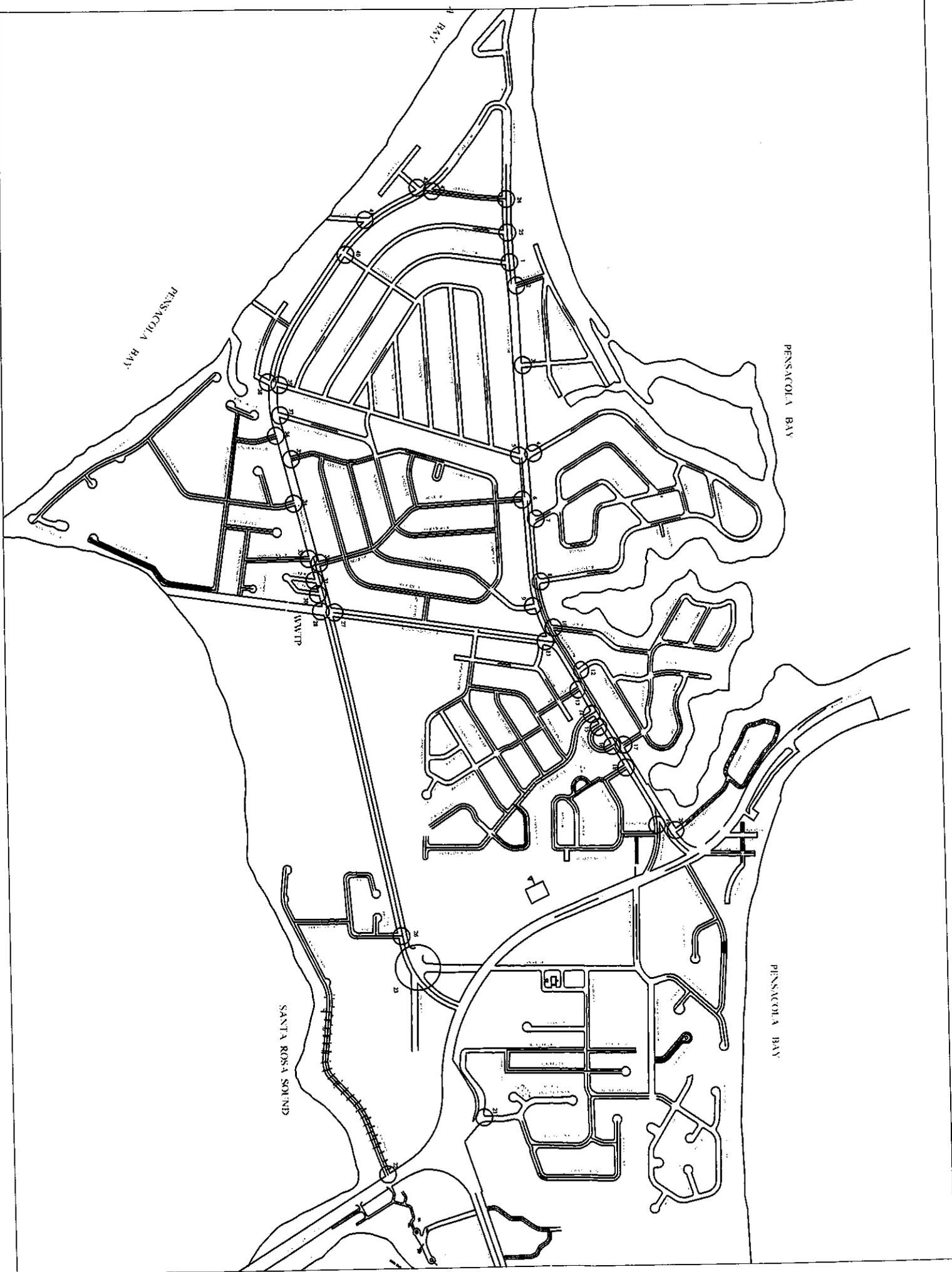
BIDS FOR CITY OF GULF BREEZE PAVEMENT MARKING 2010

The City is soliciting bids for Pavement Marking for several intersections that have existing pavement markings. The new markings shall be completed to the current design detail and done in accordance with FDOT Standard Specifications for Thermoplastic Traffic Stripes and Markings.

Please note that in some cases new markings may be required in addition to replacing existing marks. In cases where the intersection does not conform to the standard detail, all existing marks should be reestablished.

The City will award all of the work to a single bidder; however, some of the groups below may be deleted in order to meet budget allowances.

Intersection Group (count) – Intersection Number	Price
Group 1 (5)- 1,2,3,24,25	
Group 2 (4)- 40,41,42,43	
Group 3 (8)- 4,5,6,7,8,9,10,11	
Group 4 (7)- 27,28,30,31,32,33,34	
Group 5 (5)- 35,36,37,38,39	
Group 6 (9)- 12,13,14,15,16,17,18,19,20	
Group 7 (4)- 21,22,23,26	
Total	



PENSACOLA BAY

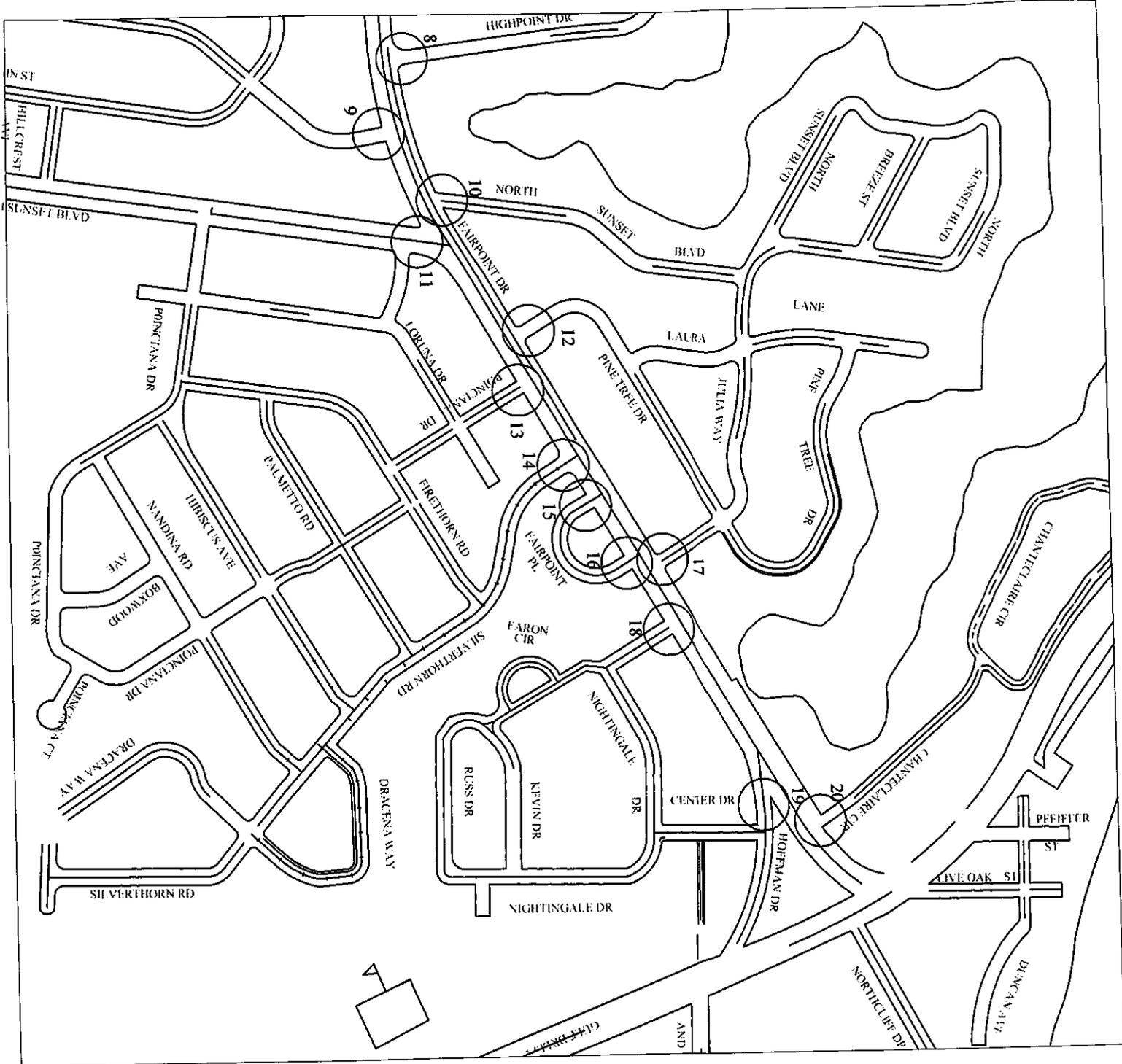
PENSACOLA BAY

PENSACOLA BAY

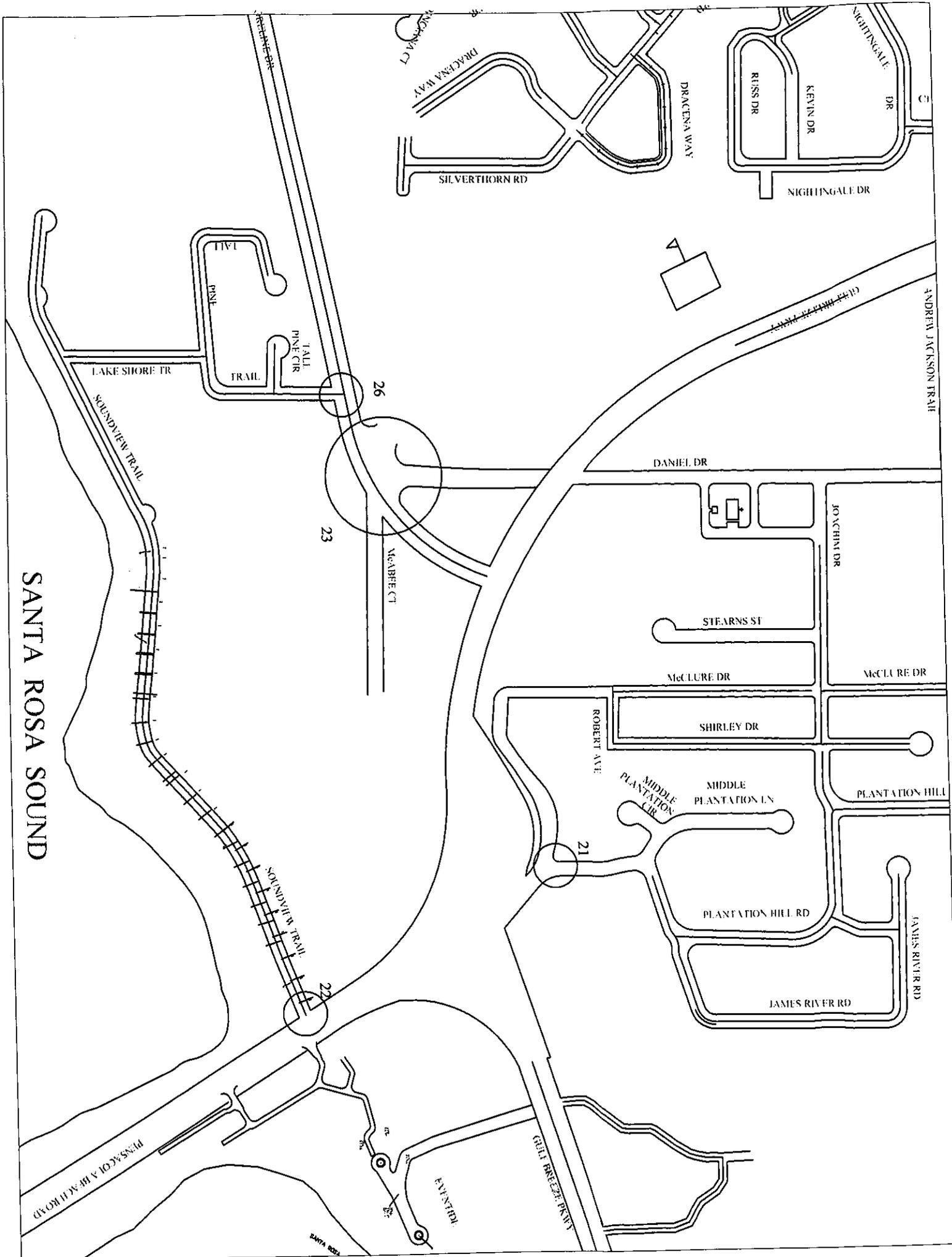
SANTA ROSA SOUND

WWTTP





SANTA ROSA SOUND





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: David J. Szymanski, Assistant City Manager
DATE: November 4, 2010
SUBJECT: 8th Annual Pet Fest

The Gulf Breeze Area Chamber of Commerce will present the 8th Annual "Family Pet Festival 2010" on November 20, 2010 from 9:30am to 3:30pm at the Gulf Breeze Elementary School. This exciting event is designed to celebrate the lives of our pets in the community and the owners that love them.

The activities are plentiful. There will be entertainment provided by Five Flags Dog Training Club, The Furrricanes, Santa Rosa Sherriff's Office K9 Unit, and Search and Rescue demonstrations, to name a few. Similar to last year's event we will also have a Relay titled "Rover's Run," where people get to run with their pets. In addition there will be fun contests, such as the Best Dressed Pet, Dancing with the Dogs, Adoptable Pet Parade, Paw Print Art, Best of Show Walk and more. We will have also have veterinarians from the area on site educating the public about common health issues in the pet community.

Over the last several years we have had an average of 1,000 people (and their pets) attend. This year we anticipate an even bigger attendance. Pet Fest 2010 is a great opportunity to show your continued support for our community and for the events that bring the community together. So come join us on Saturday November 20th. All proceeds to benefit the Gulf Breeze Area Chamber, Nancy Keyes Memorial Fund

Some things to remember:

1. No animals or animal parts (rabbit's feet, pig's ears, horse hooves, etc.) can be sold.
1. Animals can be adopted at Pet Fest. Adoptable animal must be at least two years old.
3. All pets must be on a leash or in a crate.

RECOMMENDATION: That the City Council approve a Special Event Request by the Gulf Breeze Area Chamber of Commerce for Pet Fest on November 20, 2010.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Community Playground - Replacement Equipment

DATE: November 3, 2010

During its meeting of September 29, 2010, The Advisory Parks Board reviewed and discussed the allocation of FEMA Alternate Project Funds in relation to the replacement equipment scheduled for the following community parks; Sunset, Williamsburg, McClure and Woodland.

Additionally, the Board Members were in agreement that there is a very strong need for playground equipment, to be located within the baseball/softball complex. Therefore, staff will investigate the possible re-use of current playground equipment prior to disposal.

Recommendation(s)

The Advisory Parks Board recommends that City Council direct staff to proceed immediately to publish a request for proposals for the replacement of all playground equipment in Sunset, Williamsburg, Woodland and McClure Parks.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Electronic Reader Board

DATE: November 4, 2010

The City's original reader board, located at the western entrance to the City, was placed in service in 1988. This reader board was destroyed by Hurricane Dennis and replaced by an electronic version in 2005. At 3:30 am on Monday, July 12, 2010, the reader board was struck by a vehicle. Damage to the sign and support structure was extensive and it was determined to be a total loss.

Initially, we reported that the driver/owner of the vehicle was insured. On Thursday, July 15th, however, we were notified that our claim was denied since the vehicle was not listed on nor covered by the driver/owner's policy.

Following this denial, we filed a claim for damages with the City's insurance carrier, which is through the Florida League of Cities. This claim has been approved.

Having secured funding for a replacement readerboard, we asked FDOT, on 9/22/10, for permission to proceed. On 9/23/10, 7:37 a.m., FDOT granted permission to proceed with the replacement of the reader board. On that same day, at 3:18 p.m. FDOT notified the City that they wished to retract their previous permission in order to study their policies and guidelines in greater detail.

On 10/26/10, FDOT notified the City that signs with any type of changeable message would not be allowed, effectively denying permission to replace our reader board.

In light of the previous reader board's 22 years of operation with absolutely no objection whatsoever, from FDOT, we believe an exemption to the "changeable message" restriction is in order.

Recommendation

That City Council direct staff to seek support and guidance from State Representative Clay Ford regarding a possible exemption to the "changeable message" rule.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Shoreline Drive Irrigation & Stabilization
DATE: November 3, 2010

At the beginning of FY-10, Council approved \$50,000.00 in capital funds for a project to improve and stabilize the Shoreline Drive right of way.

In March, 2010, Council authorized use of \$9,500 of the \$50,000 capital allocation for the replacement of the irrigation well at the intersection of Shoreline and Sunset. With the completion of this replacement well, we are now ready to proceed with the installation of irrigation along 3300 feet of the south side of Shoreline Drive, from the entrance to Shoreline Park South east to Tall Pine Drive.

An estimate from our most recent irrigation contractor indicates that competitive bids for this irrigation plan would come in around \$9,500.

We propose to use City staff to accomplish this phase of the project. Mr. Prather has agreed to allow Public Works staff to dig and backfill the trenches and Parks & Recreation staff will install the irrigation lines and heads.

We have secured three competitive quotes for the necessary materials;

1. FIS Outdoor - \$4,350.67
2. Pensacola Landscape and Lawn Care - \$5,332.28
3. Tieco - \$4,541.45

Recommendation

That Council authorize the purchase of materials from FIS Outdoor and direct City Staff to proceed with the installation of the irrigation from the entrance to Shoreline Park South to Tall Pine Drive, using designated Capital Project funds.

cc: Mr. Prather

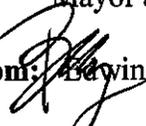


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Gaylin A. Eddy, City Manager

Date: 11/5/2010

Subject: Prohibition of Texting While Driving

Councilman Henderson asked staff to research the action taken recently by the City of Daphne, Alabama relative to sending or receiving text messages while driving. Attached is a copy of the Ordinance enacted by the City of Daphne.

We consulted with the City Attorney regarding the City Council considering similar action to prohibit texting while driving. He concludes the City is probably preempted by the State of Florida from taking action locally.

One course of action would be to seek an Attorney General's opinion on the City taking action. Another course of action, which may make more sense, would be to ask area local governments to endorse a request of our legislative delegation that state law be amended to either ban texting while driving on a statewide basis or to allow cities to individually act on this subject. We may wish to consult with State Representative Clay Ford on this matter.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO CONSULT WITH STATE REPRESENTATIVE CLAY FORD REGARDING A COURSE OF ACTION TO BAN TEXTING WHILE DRIVING.

**CITY OF DAPHNE, ALABAMA
ORDINANCE NO. 2010-65**

**AN ORDINANCE TO RESTRICT USE OF WIRELESS COMMUNICATION
DEVICES WHILE DRIVING**

WHEREAS, the City Council of the City of Daphne, Alabama, is aware of growing public concern regarding the safety implications of the widespread use of wireless communication devices while operating motor vehicles; and,

WHEREAS, the City Council of the City of Daphne, Alabama, finds that restricting the use of wireless communication devices while operating motor vehicles would best serve public health, safety and welfare; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, as follows:

**SECTION 1: RESTRICTED USE OF WIRELESS COMMUNICATION DEVICES
WHILE DRIVING.**

(A) Definitions.

The following words, terms, and phrases when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Except as may be otherwise provided in this division, all words and phrases used in this division which are defined in Code of Ala. 1975 § 32-1-1.1 shall have the meanings ascribed to them in that section.

Wireless Communication Device shall include a cellular, analog, wireless, or digital device, computer or telephone, capable of accessing the internet or sending, receiving or downloading any electronic or digital data, including, but are not limited to, videos, pictures, or communications, such as electronic mail, instant messages and text messages. Such device may include telecommunication capabilities. Covered devices include, but are not limited to, devices commonly known as Blackberries, iPhones, iPads, Kindles, laptops, netbooks and other similarly equipped wireless devices. Covered devices shall not include voice radios, mobile radios, land mobile radios, commercial mobile radios or two-way radios with capability to transmit and receive voice transmission utilizing a "push to talk" or "press to transmit" function.

(B) Restricted Use of Wireless Communication Devices While Driving.

(a) No person shall operate a vehicle upon any highway, roadway or street while using a wireless communication device to send, receive, download or view any electronic or digital content including music, video, picture or

communication including, but not limited to, electronic mail, instant messaging or text messaging.

(C) Exceptions.

Subsection (B) shall not apply only in the following instances:

(a) an emergency services professional using a wireless communication device while operating an authorized emergency vehicle in the due course of business; personal use of a wireless communication device shall remain subject to the provisions contained in Subsection (B);

(b) an individual using a wireless communication device to make or receive a telephone call;

(c) an individual using a wireless communication device to obtain emergency services including, but not limited to, an emergency call to a law enforcement agency, health care provider, fire department, or other emergency services agency or entity;

(d) an individual using a wireless communication device while the motor vehicle is parked on the shoulder of the highway, roadway or street, or the vehicle is stopped due to normal traffic being obstructed and the vehicle transmission is in neutral or park;

(e) Global Positioning System (GPS) or navigation units that are permanently affixed to vehicle.

(D) Stopping Vehicle Solely to verify Violations of Subsection (B) is prohibited

(a) no law enforcement officer shall stop a vehicle solely for the purpose of verifying a suspected violation of Subsection (B);

(b) the provisions of Subsection (B) shall not constitute probable cause for search of the vehicle involved.

(E) Penalty.

Any person who violates any provision of this division shall upon conviction be punished, in addition to such other punishment as may be provided by the court, by fines and penalties as follows:

(a) for a first conviction, by a fine of \$100.00 or by imprisonment of not more than 10 days;

(b) for a second conviction, by a fine of \$200.00 or by imprisonment for not more than 30 days;

(c) for a third or subsequent conviction, by a fine of \$500.00 or by imprisonment for not more than three months or by both such fine and imprisonment.

SECTION 2: NOTICE

That the City of Daphne shall erect a sign on every major thoroughfare entering the City to notify persons traveling to or through the City that the use of wireless communication devices, other than to make a phone call, while operating a motor vehicle is prohibited within the City. Such signs shall be erected no later than thirty (30) days after the adoption of this ordinance.

SECTION 3: SEVERABILITY

That the provisions of this Ordinance are severable. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4: EFFECTIVE DATE.

That this ordinance shall become effective sixty days (60) days from and after the date of its adoption.

ADOPTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DAPHNE, ALABAMA on this the ____ day of _____, 2010.

**Cathy Barnette,
Council President**

**Fred Small,
Mayor**

ATTEST:

**David L. Cohen,
City Clerk, MMC**

Edwin Eddy

From: MattDannheisser@aol.com
Sent: Thursday, November 04, 2010 8:43 AM
To: Edwin Eddy; joehenderson62@att.net
Cc: David J. Szymanski
Subject: Re: Texting Ordinance!

Absolutely. Not only that, but also the legislative approach could have two favorable results: either the Legislature adopts regulations that apply Statewide, or it allows local governments to adopt their own with only local application (albeit unlikely).

In a message dated 11/4/2010 7:25:30 A.M. Central Daylight Time, eaeddy@ci.gulf-breeze.fl.us writes:

I still think it makes a good case study for the students next week. Councilman wants to decrease accidents, cites statistics on accidents from texting while driving, staff is directed to look into the matter, City Admn says looks good, City Atty says Florida is preempted, Council asks State Rep to push this matter on legislative agenda. The students will get to look up and down the gov't structure as to how to get something done or not.

From: joseph henderson [mailto:joehenderson62@att.net]
Sent: Wednesday, November 03, 2010 6:30 PM
To: Matt Dannheisser
Cc: Edwin Eddy; David J. Szymanski
Subject: Re: Texting Ordinance!

Case closed. Thanks.

Joe

Joseph B. Henderson
 Councilman
 City of Gulf Breeze

Florida has a very broad public records law.

All e-mail communication may be subject to public disclosure.

From: Matt Dannheisser <mattdannheisser@aol.com>
To: joehenderson62@att.net
Cc: dszymans@ci.gulf-breeze.fl.us; eaeddy@ci.gulf-breeze.fl.us; slucasmedpa@aol.com; MattDannheisser@aol.com
Sent: Wed, November 3, 2010 4:26:53 PM
Subject: Re: Texting Ordinance!

Joe:

In summary, although there is no case law or Attorney General opinion directly on point, it appears that municipalities in the State of Florida are preempted from adopting ordinances which limit or prohibit texting while driving. Thus, before the City proceeds with efforts to adopt such an ordinance, I would suggest that at a minimum we obtain an opinion from the Attorney General as to the

validity of such an ordinance. Additionally, recognizing that thirty states have adopted such laws, the City may want to make the issue a part of its legislative agenda as well as the legislative agenda for related entities (e.g., Florida Police Chiefs Association, Florida League of Cities, etc.). If the State legislature is not willing to adopt such a law, you may ask that Florida Statutes Section 316.008(1) be expanded to expressly authorize municipalities to adopt local ordinances addressing the subject.

Municipalities in the State of Florida have home rule power to legislate on all matters that have not been reserved to or specifically acted upon by the State. Of course, the State of Florida has adopted the "Florida Uniform Traffic Control Law," Florida Statutes Chapter 316. Section 316.007 prohibits municipalities from enacting or enforcing any ordinance on a subject matter covered by the Florida Uniform Traffic Control Law, unless expressly authorized therein. Therefore, the essential questions for determining whether the City would be preempted from adopting and enforcing an anti-texting while driving ordinance are (i) whether the subject matter is otherwise "covered" in Chapter 316, and (ii) if so, whether there exists specific statutory authorization for municipalities to adopt local ordinances on the subject.

Although there is room for debate, it appears that the subject matter has been "covered" in Chapter 316. Specifically, the careless driving statute, Section 316.1925, requires all motorist to operate their vehicles "*in a careful and prudent manner . . . so as not to endanger the life, limb, or property of any person.*" Because texting while driving may be deemed a failure to operate a vehicle in a careful and prudent manner, it would appear that Chapter 316 has already addressed or "covered" the subject matter. (Note: The foregoing notwithstanding, absent specific legislative direction it may be unlikely that a police officer would issue a careless driving citation to a person he observes texting while driving a motor vehicle.)

Florida Statutes Section 316.008 sets forth most of the specific authorizations where municipalities are allowed to exercise their police power notwithstanding that the subject matter may already have been addressed in or covered by the Florida Uniform Traffic Control Law. Subsection (1) sets forth twenty-three specific circumstances whereby a municipality may adopt local ordinances on matters otherwise addressed in Chapter 316. I do not find that any one of the twenty-three enumerated instances would allow local ordinances regulating texting while driving.

In light of the foregoing, it would appear that the subject matter of the proposed ordinance (i.e., regulating or limiting texting while operating a motor vehicle) is already covered in Chapter 316 and, further, there does not exist expressed statutory authorization for a municipality to adopt such an ordinance. Accordingly, it would appear that the City would be prohibited from enacting or enforcing an anti-texting while driving ordinance.

Please give me a call if you have any questions or would like to discuss this matter further.

Matt

MATT E. DANNHEISSER, P.A.
504 North Baylen Street
Pensacola, Florida 32501
Telephone: (850) 434-7272
Fax: (850) 432-2028

Email: MattDannheisser@aol.com

-----Original Message-----

From: MattDannheisser@aol.com
 To: joehenderson62@att.net; eaeddy@ci.gulf-breeze.fl.us
 Cc: dszymans@ci.gulf-breeze.fl.us; slucasmedpa@aol.com
 Sent: Wed, Nov 3, 2010 11:33 am
 Subject: Re: Texting Ordinance!

Joe:

Set forth below is an article I read from the Governors Highway Safety Association regarding the status of texting while driving laws across the nation. You will find that 30 states (and two territories) have adopted some form of such laws, but Florida is not (yet) one of them.

I am concerned that in Florida (apparently unlike in Alabama), local governments may be preempted from adopting anti-texting driving laws; rather, such measures are reserved to the State. I'll have more for you later.

Matt

Cell Phone and Texting Laws

November 2010

This chart outlines all state cell phone and text messaging laws. Some local jurisdictions may have additional regulations. Enforcement type is shown in parenthesis.

- **Handheld Cell Phones:** 8 states (Calif., Conn., Del., Md., N.J., N.Y., Ore. and Wash.), D.C. and the Virgin Islands prohibit all drivers from using handheld cell phones while driving.
 - Except for Maryland, all laws are **primary enforcement**—an officer may cite a driver for using a handheld cell phone without any other traffic offense taking place.
- **All Cell Phone Use:** No state bans all cell phone use (handheld and hands-free) for all drivers, but many prohibit all cell phone use by certain drivers:
 - **Novice Drivers:** 28 states and D.C. ban all cell phone use by novice drivers.
 - **School Bus Drivers:** Bus drivers in 18 states and D.C. may not use a cell phone when passengers are present.
- **Text Messaging:** 30 states, D.C. and Guam ban text messaging for all drivers. 11 of these laws were enacted in 2010. 26 states, D.C., and Guam have primary enforcement. In the other four, texting bans are secondary.
 - **Novice Drivers:** An additional 8 states prohibit text messaging by novice drivers.
 - **School Bus Drivers:** 2 states restrict school bus drivers from texting while driving.
- Some states such as Maine, N.H. and Utah treat cell phone use and texting as part of a larger distracted driving issue. In Utah, cellphone use is an offense *only* if a driver is also committing some other moving violation (other than speeding).

Crash Data Collection: Many states include a category for cell phone/electronic equipment distraction on police accident report forms. Recently proposed federal legislation would require states to collect this data in order to qualify for certain federal funding.

Preemption Laws: Many localities have passed their own distracted driving bans. However, some states – such as Fla., Ky., La., Miss., Nev., and Okla. – prohibit localities from enacting such laws.

State	Handheld Ban	All Cell Phone Ban		Text Messaging Ban			Crash Data
		School Bus Drivers	Novice Drivers	All Drivers	School Bus Drivers	Novice Drivers	
Alabama			16, and 17 with intermediate license <6 months (Primary)			16, and 17 with intermediate license <6 months (Primary)	
Alaska				Yes	Covered under all driver		Yes

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: November 4, 2010
Re: Dates for final budget resolution for FY 2010



Statute requires final budget adjustments be made within 60 days of the fiscal year end, which is always November 29th. This year that deadline falls on a Monday.

Currently the last scheduled Council meeting prior to that deadline is set for November 15th, 2010, which is also the first day scheduled for year end review by our auditors, O'Sullivan Creel. The commencement of the audit also requires us to prepare a variety of schedules and documents for their review. This effectively accelerates the operating deadline for final close of budget to less than 45 days. This dual deadline (final budget adjustments and auditor prep work) is manageable (though not desirable), but provides no opportunity to gain insights from O'Sullivan's preliminary review.

No additional Council meetings are scheduled in November; the next meeting is Wednesday, December 1, 2010.

Recommendation: At the Council's preference, we can accelerate the Council's December 1 meeting to Monday November 29th, or hold an additional special meeting for approval of the final budget at that date.



*Councilman Joseph B. Henderson
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32561
City Hall (850) 934-5100 Cell (850)748-6395 Hm (850)934-1307
joehenderson62@att.net*

10-29-10

Dear Mayor Zimmern,

I have served on the Santa Rosa County Tourist Development Council for the past year and the Bay Area Resource Council prior to that (Both outside the city limits). These board assignments have required me to schedule time off from work to attend. As I tally my fellow councilman's assignments, Mayor Pro Tem Schluter is on the BARC, ARB and DRB, Councilman Fulford sits on the SSRUS board and Councilman Morris has not been assigned any other responsibilities. Currently I feel there is an unequal balance of assignments.

As I did last year I submit to you the idea of rotating positions yearly so all Councilman can get the experience and exposure that each of the boards offer.

With the exception of the Mayor Pro Tem position, we don't vote on positions based on seniority. I strongly feel that I have fulfilled my responsibilities and have earned a choice of assignments before newer council members are assigned.

I was told last year you would "take it under advisement", Madam Mayor please reconsider your policy for collateral assignments.

Sincerely,

Joe Henderson

Copy to Council/City Manager

 **JUNO** Message Center

From: Richard Snyder <rsnyder@uwf.edu>

To: Buzz Eddy <eaeddygbrz@juno.com>, Vernon Prather <vprather@ci.gulf-breeze.fl.us>

Sent: Tue, Nov 02, 2010 04:23 PM

Subject: Fwd: Thank You

----- Forwarded message -----

From: <Sanzone.Stephanie@epamail.epa.gov>

Date: Tue, Nov 2, 2010 at 3:45 PM

Subject: Thank You

To: Sanzone.Stephanie@epamail.epa.gov

Dear Colleague,

Thank you for your interest in serving on the Science Advisory Board's Nutrient Criteria Review Panel. We received many excellent nominations. Unfortunately, we are not able to include you on this particular panel.

The SAB relies on the participation of the nation's top scientists, engineers, and economists, and we appreciate your willingness to serve. We appreciate your time and effort, and hope that you will consider working with the SAB as new opportunities arise. Should you have questions, please feel free to contact me by telephone or e-mail.

Best regards.

Stephanie Sanzone
Designated Federal Officer
EPA Science Advisory Board
1200 Pennsylvania Ave, NW
Mail Code 1400R
Washington, DC 20460

Tel: (202) 564-2067

Richard A. Snyder, Ph.D.

Professor and Director
Center for Environmental Diagnostics and Bioremediation (CEDB)



Editorial: Bridge to the future

November 5, 2010

The City of Gulf Breeze is taking a prudent step in hiring a consultant to assist the city in dealing with the coming of a new Pensacola Bay Bridge. This project will have profound implications for both sides of the bay.

Replacing a major bridge carrying a central traffic artery between two heavily developed urban centers is difficult, to say the least. Especially when you figure that all sides basically threw up their hands in defeat five years ago after spending six years trying to agree on a workable plan.

The state of Florida will embark next month on a two-year study of the bridge replacement, and at that point the state, Gulf Breeze and the City of Pensacola had better be ready to agree on a plan.

The current bridge remains safe, according to officials, but 50 years of stress and a growing traffic flow mean its effective life is coming to an end. The last thing this community needs is an emergency replacement project in the future.

The problem is that the size and footprint of the new bridge could require major rearrangements on both ends. Traffic flow has to be maintained while the new bridge is under construction.

Gulf Breeze officials balked in the past at talk of a six-lane bridge, saying a four-lane replacement better fit the city's infrastructure. They also worry that a six-lane bridge will funnel more traffic through what is already a heavily congested U.S. 98 through the city. They suggested another four-lane bridge, and perhaps an additional bridge built to the east to relieve traffic.

Whatever happens, this bridge will have a big impact on both cities and a lot of people.



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