

**GULF BREEZE CITY COUNCIL
REGULAR MEETING**

JANUARY 3, 2011
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of December 20, 2010 (Regular Meeting)
4. **ACTION AGENDA ITEMS:**
 - A. Discussion and Action Regarding Double Bridge Run.
 - B. Discussion and Action Regarding Duty Weapon Purchase.
 - C. Discussion and Action Regarding 2011 Special Natural Gas Rebate Program.
 - D. Discussion and Action Regarding City of Gulf Breeze Response to Department of Community Affairs Review of the proposed Comprehensive Plan Amendments.
5. **Information Items:**
6. **New Business:**
7. **Open Forum**
8. **Adjournment**

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.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

The 1,166th regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Monday, December 20, 2010, at 6:30 p.m.

Upon call of the roll the following Councilmen were present: Dana Morris, J. B. Schluter, Joseph Henderson and Mayor Beverly Zimmern. Councilman David Landfair was out of town.

APPROVAL OF MINUTES:

Councilman Schluter moved for approval of the minutes for the regular meeting held on Monday, December 6, 2010. Councilman Morris seconded. The vote for approval was 4 - 0.

**RESOLUTION NO. 37-10: SUPPORTING ADVANCED
DEGREE PROGRAMS**

The Resolution was read by title only by the City Clerk. Councilman Henderson moved for approval. Councilman Morris seconded. The vote for approval was 4 - 0.

RESOLUTION NO. 38-10: SUPPORTING THE "LET'S MOVE" CAMPAIGN

The Resolution was read by title only by the City Clerk. Councilman Morris moved for approval. Councilman Henderson seconded. The vote for approval was 4 - 0.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

**That the City Council approve the following Consent Agenda Items:
A, B, C, D, E, F, G, H:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING THE PRELIMINARY
BUILDING PROGRAM FOR THE RENOVATION OF AND
ADDITION TO THE RECREATION CENTER**

Reference: City Manager memo dated December 9, 2010

RECOMMENDATION:

**No Council action necessary at this time. To be placed on the agenda mid-
January for further discussion and action.**

B. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD REFERRALS FROM DECEMBER 7, 2010

Reference: Development Review Board Minutes of Tuesday, December 7, 2010

HARRISON WILDER - 115 CHANTECLAIRE CIRCLE
Requesting to construct a new vinyl sheet pile retaining wall approximately 120 feet in length and 4 feet above grade on the seaward side

RECOMMENDATION:

That the City Council approve the project as submitted and contingent upon receiving appropriate permits.

C. SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION SUPPORTING ADVANCED DEGREE PROGRAMS

(COVERED UNDER RESOLUTION SECTION ABOVE)

D. SUBJECT: DISCUSSION AND ACTION REGARDING THE "LET'S MOVE" CAMPAIGN

(COVERED UNDER RESOLUTION SECTION ABOVE)

E. SUBJECT: DISCUSSION AND ACTION REGARDING A REQUEST FOR QUALIFICATIONS - COMPRESSED NATURAL GAS ENERGY CONSULTANT

Reference: Assistant Director of Public Services memo dated December 9, 2010

RECOMMENDATION:

That the City Council approve the Request for Qualifications advertisement and selection process for a Compressed Natural Gas Energy Consultant.

F. SUBJECT: DISCUSSION AND ACTION REGARDING REQUEST FOR ADVANCE, FEMA FUND FOR BRIDGE DECONSTRUCTION

Reference: City Manager memo dated December 8, 2010

RECOMMENDATION:

That the City Council direct staff to process a request for FEMA funds in the amount of \$2,000,000 to forward fund the deconstruction of the fishing bridge.

G. SUBJECT: DISCUSSION AND ACTION REGARDING EQUIPPING GULF BREEZE POLICE OFFICERS WITH NEUROMUSCULAR INCAPACITATION TECHNOLOGY (TASERS)

Reference: City Manager memo dated December 8, 2010

RECOMMENDATION:

That the City Council authorize the Police Department to purchase 13 Tasers and necessary equipment for a sum not exceed \$20,000. Funds are to be expended from the accumulated funds in the Police Department Federal Forfeiture Fund which are approved for such expenditures within the guidelines controlling the uses of the funds.

H. INFORMATION ITEMS

Councilman Morris moved for approval of Consent Agenda Items A - H. Councilman Henderson seconded. The vote for approval 4 - 0.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING BOARD APPOINTMENTS

Reference: City Manager memo dated December 7, 2010

RECOMMENDATION:

That the City Council approve the following Council appointments: J. C. Schluter- alternate member of the Florida-Alabama Transportation Planning Organization and the Regional Transportation Planning Organization, Development Review Board and Architectural Review Board; Joseph Henderson - South Santa Rosa Utility System Board, and the Regional Utility Authority; Dana Morris - South Santa Rosa Tourist Development Council and TEAM Santa Rosa; David Landfair - Bay Area Resource Council (BARC).

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

B. SUBJECT: DISCUSSION AND ACTION REGARDING GULF BREEZE CHAMBER OF COMMERCE COMMUNITY GARDEN

Reference: Assistant City Manager memo dated December 8, 2010

RECOMMENDATION:

That the City Council approve in concept the Gulf Breeze Area Chamber of Commerce request to build a community garden and direct staff to obtain approval for the project from the Santa Rosa School Board.

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

NEW BUSINESS: DISCUSSION AND ACTION REGARDING NAMING AN OFF-SHORE REEF CREATED BY DEBRIS FROM THE OLD FISHING BRIDGE FOR LANE GILCHRIST

Reference: City Manager memo dated December 16, 2010

RECOMMENDATION:

That the City Council approve the naming of the first of two artificial reefs to be created from debris from the Fishing Bridge for Lane Gilchrist.

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

ADJOURNMENT:

Mayor Zimmern adjourned the meeting at 6:40 p.m.

CITY CLERK

MAYOR

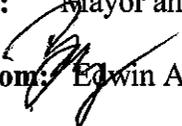


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 12/29/2010

Subject: Double Bridge Run

Attached is a memo from Deputy Police Chief Randle recommending the annual Double Bridge Run be approved. The Deputy Chief advised me in an email that several changes/improvements have been made for this year's event. The Pensacola Sports Association advises that there will be about 300 military participants this year rather than the 2,500 that ran the race last year. The PSA also agreed to "corral starting" with groups of runners commencing the race according to previously completed times.

We believe these changes will result in a more streamlined race.



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

To: Edwin Eddy, City Manager
From: *MR* Robert Randle, Deputy Chief
Re: Special Event application
Date: December 20, 2010

The Pensacola Sports Association has submitted application for their yearly Double Bridge Run. The event will once again be a two-race-run with the 15K beginning in Pensacola and coming across the Bay Bridge and the 5K beginning at the High School field house area. The race will be on February 5, 2011. The 15K will begin at 7am.in Pensacola. The 5K will begin at 8am in Gulf Breeze.

Traffic control will be done by on-duty, off-duty and auxiliary officers, as well as explorers and VIP's. The PSA pays for six officers during this event.

RECOMMENDATION: That the City Council approve the Double Bridge Run.





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANOLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT INFORMATION

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT


12/17/10
 Applicant's Signature Date





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE

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

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

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

Special Event Application

Page 2

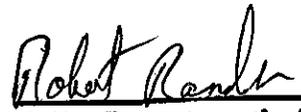
311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

 12/17/10
 Applicant's Signature Date

 12/20/10
 Police Department's Approval Date

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

December 17, 2010
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Pensacola Sports Association
Address 101 West Main Street, Pensacola, FL 32502

2. PERSON REQUESTING PERMIT:

Name Janet Olliff
Address 101 West Main Street, Pensacola, FL 32502
Phone (850) 434-2800

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

Name Janet Olliff Paul Epstein
Address Same as above Running Wild, 3012 E Cervantes, 32503
Phone Same as above (850) 434-2800

4. DATE, HOURS AND LOCATION OF EVENT:

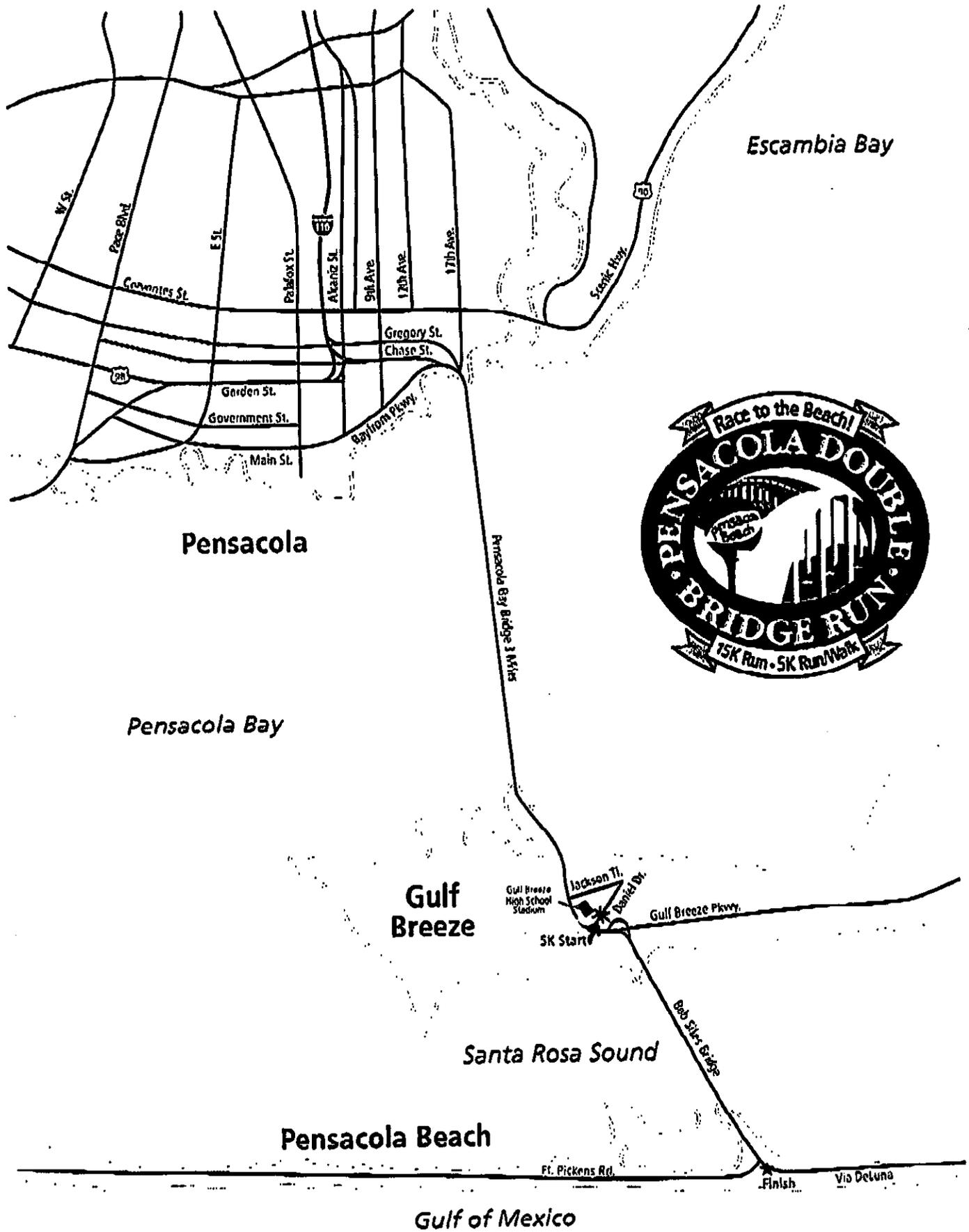
February 5, 2010 7 AM - 10:00 AM Pensacola Bay Bridge, through
Gulf Breeze on Hwy 98 westbound onto the 399 overpass to Sikes Bridge to
Pensacola Beach. Separate 5K stages at Gulf Breeze High starts on Daniel

**5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE,
NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT,
INDICATE PROPOSED USE OF FUNDS:** Road race with 5K and 15K events with
expected attendance of 3500. Proceeds support the Pensacola Sports Association
program of work which includes free youth sports clinics in Gilf Breeze and the
High School Senior Scholar Athlete Awards Banquet and the High School All-Star
Series.

[Signature] 12/17/10
Applicant's Signature/Date

[Signature] 12/20/10
Police Department's Approval/Date

City Manager's Approval/Date





City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

December 14, 2010

To: Edwin Eddy, City Manager
From: Robert Randle, Dep. Chief
Re: Duty Weapon purchase

Due to the age and condition of our duty weapons (Glock 40.cal) we would like to purchase new duty weapons for all of the officers. All of the night sights (glow in the dark – Trijicon) no longer work and the high cost of replacing new night sights are not warranted with firearms that are 15+ years old. It would actually cost more to purchase new night sights than the guns because we would receive no credit for the trade-ins.

I contacted four Glock firearm vendors; OMB, Lou's, Bama Traders and Gulf Breeze Fire Arms. Of the four vendors, Lou's had the lowest overall bid. We intend on trading in 29 used Glock duty weapons and purchase 29 new duty weapons. The new guns will be Model 23, 40.cal which is the same weapon we carry now. After trade-in of the old weapons, the cost of the 29 new weapons will be \$3,681.00. Each gun will come with three ammo magazines. Because it is the same size gun we currently carry we will not have to purchase new holsters which in itself would be more than \$3,000.00. Funding to purchase the new guns would come from our Forfeiture Fund.

RECOMMENDATION: That the City Council approves the purchase of 29 Glock hand guns for the price of \$3,681.00 and that the funding comes from the Forfeiture Account.



Memo

TO: Edwin A. Eddy, City Manager

THRU: Vernon L. Prather, Director of Public Services *V.P.*

FROM: Ormina Lanzetta, Natural Gas Supervisor *ML*

DATE: December 16, 2010

RE: 2011 Special Natural Gas Rebate Program

In an effort to keep our natural gas system expanding during these difficult economic times, our incentive program should focus on retaining existing gas customers and attracting new customers through conversion of their electric appliances to natural gas. I recommend we offer another special incentive rebate program starting February 01, 2011 and ending on April 30, 2011.

We began the special rebate program in 2007 and offered it again in 2008 and 2010. We saw a great success each time and added appliances with significant consumption. Results for the 2010 Special Rebate Program are attached via separate memo.

The special rebate formula for 2011 will be similar to the one used in the past three (3) programs. The Special Rebate offers \$500.00 for water heating or home heating. If both appliances are installed, the rebate is \$1,200.00. We would also, offer an additional \$100.00 rebate per appliance. We should also increase our rebates for gas to gas replacement by offering \$250.00 rebate for water heat and \$500 for replacement of home heat. Minimal usage appliances such as fire places and grills would not be eligible for additional rebates.

The F/Y 2011 Natural Gas Budget provides \$13,000 for residential and \$24,000 for commercial rebates and the most of this funding is available.

Recommendation: City Council approve the increased incentive in our rebate program for 89 days beginning on February 01, 2011 and ending on April 30, 2011 and authorize staff to proceed with advertising.

GULF BREEZE NATURAL GAS REBATE

Effective: February 01, thru April 30, 2011

Gulf Breeze Natural Gas is offering an increased incentive for those who convert their electric water heater and/or home heating system to natural gas. A rebate in the amount of \$500 will be made to the homeowner. If you install a water heater **and** home heating system, the rebate will be \$1,200.00. Any additional gas appliances are eligible for an additional \$100.00 rebate. Maximum rebate for individual customers is \$1,500.00.

For existing customers, replacement of your old gas water heater, we will offer a \$250.00 rebate. For your home heating system, we will offer a \$500.00 rebate, plus \$100.00 for each additional gas appliance.

Simply phone Gulf Breeze Natural Gas at 850-934-5108 to have a rebate form mailed or faxed to you.

Memo

TO: Vernon L. Prather, Director of Public Services
FROM: Mina Lanzetta, NG/SD Supervisor
DATE: May 10, 2010
RE: Natural Gas Special Rebate Update

Our continuing efforts to keep our natural gas system expanding and our existing/new customers interested in converting their electric appliances to natural gas has again proven to be a success by offering our special rebate program.

The City Council approved the program to begin on February 1st and to end on April 30, 2010. The following requests have been submitted:

45 applications submitted

18 water heaters converted from electric
6 stoves converted from electric
1 pool heater converted from electric
3 generators
1 dryer converted from electric

20 water heaters replaced gas to gas
2 furnaces replaced gas to gas
3 stoves replaced gas to gas
1 dryer replaced gas to gas

4 new constructions
5 water heaters
2 stoves
1 generator
2 furnaces
1 dryer

We offered a similar program January 15, 2008 thru April 30, 2008 with the following results:

11 applications submitted
11 water heaters converted from electric
4 stoves converted from electric
1 dryer converted from electric
1 furnace converted from electric

4 generators
1 water heater replaced gas to gas
1 furnace replaced gas to gas

Based on the strong customer response for 2010, we believe that if we offer this rebate again in 2011, we will experience another greater participation in the rebate program. As you can see, the higher rebates increase our market visibility and helps retain existing customers.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: December 29, 2010

SUBJECT: City of Gulf Breeze Response to Department of Community Affairs Review of the proposed Comprehensive Plan Amendments

The City Council held two public hearings on the redraft of our Comprehensive Plan as required by law prior to transmittal of the new plan to the State Department of Community Affairs. Ms. Peggy Fowler, was hired to quickly finish up our comprehensive plan amendment process. She hand delivered to DCA our Comprehensive Plan Amendments on September 29, 2010. Consistent with Section 163, Part II, of Florida Statutes, DCA had 120 days to review and prepare a Objections, Recommendations and Comments (ORC) Report.

The City has now received the ORC Report back from DCA. Staff and Ms. Fowler have reviewed the document and are in agreement with DCA that the information outlined in their report can be readily resolved. DCA states that there are no material defects in the Plan. Staff would like to recommend that Ms. Peggy Fowler assist the City in preparing it's response to DCA. Staff has negotiated a price of \$3,000 to complete the process. This expense can be paid from the General Fund.

RECOMMENDATION: That the City Council approve and direct staff to employ the services of Peggy Fowler to respond to DCA concerning the Comprehensive Plan Amendments, at a cost of \$3,600, and that General Fund Professional Services be used to pay for her services.

PEGGY FOWLER & ASSOCIATES
Urban and Regional Planning and Design Consultants

December 13, 2010

David J. Szymanski, PHR, Assistant City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

RE: Consulting services to Prepare ORC Response and Submit Adopted EAR-Based Amendment

Dear Dave:

Thank you for allowing me to submit a proposal to conduct planning services for the City of Gulf Breeze. The accompanying **Agreement for Professional Services** identifies the work assignments required to prepare the response to the DCA's ORC (Objections, Recommendations and Comments) Report, prepare revisions to the City of Gulf Breeze EAR-based Comprehensive Plan Amendment and submit the adoption package to the Florida Department of Community Affairs (DCA).

I have reviewed the ORC Report from DCA, which is dated November 29, 2010. The City is required to respond to the ORC Report, make revisions to the proposed EAR-based amendment based on the ORC and on public input from the required adoption public hearings, and submit the final adopted amendment to the Department of Community Affairs within 120 days of the receipt of the ORC. The schedule I have proposed will allow the adopted amendment to be submitted by March 10, 2011. Services described in **Exhibit A** of the attached **Agreement for Professional Services** will be provided at a lump sum fee of **\$3,600**.

If the Agreement is acceptable, please acknowledge acceptance by signing and dating two originals and returning those to me as soon as possible.

Sincerely,

Peggy Fowler, AICP, Principal
Peggy Fowler & Associates

attachments

AGREEMENT FOR PROFESSIONAL SERVICES

PEGGY FOWLER (CONSULTANT) hereby agrees to provide to CITY OF GULF BREEZE the services described herein, and CITY OF GULF BREEZE hereby contracts for such services for the fee described herein, on the terms and conditions set forth below:

- I. **PURPOSE** - The purpose of this Agreement is for the **CONSULTANT** to provide professional services to assist **CITY OF GULF BREEZE** in preparing the response to the DCA's ORC Report and finalizing and submitting the adopted EAR-based Comprehensive Plan Amendment for the City of Gulf Breeze.
- II. **PARTIES TO THIS AGREEMENT** - The parties to this Agreement are **PEGGY FOWLER** and **CITY OF GULF BREEZE**
- III. **SERVICES** - The services to be provided are set forth in **Exhibit A**. The work products will be submitted to **CITY OF GULF BREEZE** in electronic format. Additional tasks, beyond those included in this Agreement, may be provided by the consultant as an Addendum to this Agreement upon request by **CITY OF GULF BREEZE** and mutual Agreement on a scope of services and fee.
- IV. **FEE AND PAYMENT FOR SERVICES**
 1. Services described in **Exhibit A** will be provided at a lump sum fee of **\$3,600**. This fee includes direct costs for personnel, communication and office costs and mileage for travel to and from Gulf Breeze.
 2. Reimbursible expenses will be charged at invoice cost for items including printing, postage over and above first class standard mail and other similar expenses.
 3. Invoices shall be submitted by **CONSULTANT** for services rendered. **Payment is due within ten (10) business days from the date CITY OF GULF BREEZE receives the invoice.**
 4. Services beyond those described in **Exhibit A** may be provided upon mutual Agreement and written authorization from **CITY OF GULF BREEZE**. The fee for such additional services shall be negotiated, based on the specific service, at the time the additional services are requested by **CITY OF GULF BREEZE**.
- V. **TIME FOR PERFORMANCE** - **CONSULTANT** recognizes that **CITY OF GULF BREEZE** is required to transmit the adopted EAR-based Amendments by no later than **March 29, 2011**.
- VI. **TERMINATION** - **CITY OF GULF BREEZE** may terminate this Agreement by giving written notice of the termination to **CONSULTANT**. In case of such written notice of termination, all work will cease under the contract except such work as may be necessary to bring tasks in progress to a reasonable conclusion, provided such work can be accomplished within thirty (30) days. **CONSULTANT** shall provide a final invoice to **CITY OF GULF BREEZE** based on work actually performed, and **CITY OF GULF BREEZE** shall pay that invoice in accordance with the payment procedures of this Agreement.
- VII. **REMEDIES FOR NONPAYMENT** - If, at any time, **CITY OF GULF BREEZE** fails to pay **CONSULTANT** in accordance with the provisions of Section IV this Agreement, **CONSULTANT** shall assess an additional fee of 10% through the end of the month that payment is due. If **CITY OF GULF BREEZE** fails to cure the nonpayment by the end of the month that payment is due, **CONSULTANT** may, without further notice, stop work until **CITY OF GULF BREEZE** pays the amount due. If the nonpayment of any undisputed amount continues for an additional month, **CONSULTANT** may terminate this Agreement by sending a written notice of termination to **CITY OF GULF BREEZE**.
- VIII. **INDEMNIFICATION** - **CONSULTANT** shall indemnify and hold harmless **CITY OF GULF BREEZE** against liability for bodily injury or property damage that may arise through the performance of obligations under this Agreement due to negligence by **CONSULTANT**.
- IX. **REMEDIES - LEGAL** - In case of default of either party under this Agreement, the other party, after offering the defaulting party any right to cure provided hereunder, may seek any legal or equitable remedies otherwise available, including but not limited to payment, damages, rescission, and/or specific performance. Such remedies shall exist notwithstanding the termination of the Agreement. The remedies for default shall survive the termination of the Agreement, although a right of specific performance shall not survive a termination in accordance with the terms of this Agreement.

- X. **CONSTRUCTION** - This Agreement shall be reasonably construed under the laws of the State of Florida. Words shall be given their common and ordinary meanings unless the context clearly requires otherwise. The singular shall include the plural, as the context may suggest.
- XI. **NOTICES** - Any notice required by this Agreement shall be sent to the parties as follows:

CITY OF GULF BREEZE **David J. Szymanski, Assistant City Manager**
 1070 Shoreline Drive
 Gulf Breeze, FL 32561
 Phone: 850.934.5106

CONSULTANT **Peggy Fowler**
 215 Bayou Woods Drive NW
 Fort Walton Beach, FL 32548
 Phone: 850.862.8557

- XII. **ASSIGNMENT** - Neither party shall assign the rights or responsibilities under this Agreement without the express written consent of the other party.
- XIII. **INDEPENDENT CONTRACTOR** - **CONSULTANT** is an independent contractor for all purposes. **CONSULTANT** shall set its own working hours and conditions, provide its own working facilities, and, generally, manage its own work. **CONSULTANT** shall not be considered an agent or employee of **CITY OF GULF BREEZE** for any purpose and shall not hold itself out as such.
- XIV. **COMPLETE AGREEMENT**

This Agreement, together with **Exhibit A**, constitutes the complete Agreement between the parties. It may be amended only by a written Agreement, executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the dates indicated by their respective signature below.

CITY OF GULF BREEZE

Date

PEGGY FOWLER & ASSOCIATES

Date

**EXHIBIT A
SCOPE OF SERVICES**

Task 1: Prepare Response to the DCA's ORC Report

During Task 1, **CONSULTANT** will coordinate with **CITY OF GULF BREEZE**, the Florida Department of Community Affairs (DCA), and any other appropriate agencies to prepare the response to the DCA. The **CITY OF GULF BREEZE** agrees to coordinate with **CONSULTANT** in the completion of this task in the form of:

1. Discussion with **CONSULTANT** by telephone, email and/or meetings as reasonably requested by **CONSULTANT** during completion of the documents; and by
2. Prompt return of data requested by **CONSULTANT**.

*[Note: This scope of services does not include preparation of any required maps not provided by the City. If additional maps are required, those services can be provided by **CONSULTANT** upon mutual Agreement and written authorization from **CITY OF GULF BREEZE**. The fee for such additional services shall be negotiated, based on the specific service, at the time the additional services are requested by **CITY OF GULF BREEZE**.]*

Task 2: Revise the Proposed EAR-Based Amendments

During Task 2, **CONSULTANT** will coordinate with **CITY OF GULF BREEZE** to finalize the EAR-Based Amendment based on the response to the ORC Report and on public input from the required public hearings.

Task 3: Attend Required Public Hearing

During Task 3, **CONSULTANT** will attend the required public hearings to adopt the EAR-Based Amendment and will be available to answer any questions related to the amendment.

Task 4: Prepare Comprehensive Plan Adoption Amendment Package

During Task 4, **CONSULTANT** will prepare the comprehensive plan amendment package pursuant to requirements of Sections 163.3184, Florida Statutes, and Rule 9J-11.011, Florida Administrative Code. Following is the schedule for the Project:

EAR-based Comprehensive Plan Amendment Adoption Timeline

Date	Comprehensive Plan
11/30/2010	City receives ORC Report from DCA
1/14/2010	Consultant will submit ORC Response to City Staff for review and revisions
1/21/2010	City Staff will submit revisions to Consultant
1/28/2011	Consultant will submit final EAR-based Amendments to City Staff for distribution to CC
2/6/2011	Ad in paper (7 days prior to CC Public Hearing)
2/14/2011	CC Public Hearing, First Reading of Adoption Ordinance
2/22/2011	Ad in paper (5 days prior to CC Public Hearing)
2/28/2011	CC Public Hearing, Second Reading of Adoption Ordinance
3/10/2011	DCA receives adoption package and has 45 days to review
4/25/2011	Notice of Intent to Find in Compliance (45 days from DCA receipt of adoption package)
5/16/2011	Comprehensive Plan Becomes Effective (21 days after NOI)

Beverly -

I just read your article in the
OB News, and I felt so thankful
to live in a town with such caring,
competent leaders. You have
done and continue to do so
much for OB & its citizens.

Each day brings its own challenge,
and you meet each one with poise
and ability. I am glad to call you
not only Mayor but also friend.
Pat