

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

FEBRUARY 2 , 2010  
WEDNESDAY 6:30 P.M.  
COUNCIL CHAMBERS

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Ordinance No. 01-11, Amending Section 22-71, 22-54, 23-71 and 22-72© Pertaining to Flood Plain Regulations
- B. Discussion and Action Regarding Improvements Along Fairpoint Drive Right-of-Way
- C. Discussion and Action Regarding Red Light Camera Project Software and Equipment
- D. Discussion and Action Regarding Pilot Program for Utility Payment Scanning
- E. Discussion and Action Regarding Community Development Block Grant - American Recovery and Reinvestment Act, Contract Award
- F. Discussion and Action Regarding Video Production, 50<sup>th</sup> Anniversary
- G. Discussion and Action Regarding Development of Gateway Zoning Districts
- H. Discussion and Action Regarding Various Board Appointments
- I. 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

January 27, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **ORDINANCE NO. 01-11, AMENDING SECTION 22-71 AND 22-72  
OF THE MUNICIPAL CODE OF ORDINANCES RELATIVE TO  
FLOOD PLAIN REGULATIONS**

On January 19, 2011, the City Council approved the Ordinance listed above on First Reading. Second Reading and Public Hearing have been advertised for February 7. As described in the staff memo attached, this Ordinance makes non-substantive, ministerial changes to the City's Flood Plain Regulations as directed by the Florida Department of Community Affairs.

## **RECOMMENDATION:**

**That a Public Hearing be held on February 7, 2011 and that Ordinance No. 01-11 be approved on Second Reading.**

**ORDINANCE NO. 01-11**

**AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO FLOODPLAIN REGULATIONS; AMENDING SECTION 22-54, 22-71 AND 22-72(C) OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze had adopted certain rules and regulations relative to development in the floodplain; and,

**WHEREAS**, these rules regulations are reviewed periodically by State and Federal agencies; and,

**WHEREAS**, after the last State review, the Department of Community Affairs recommended that three (3) minor changes be made to the rules and regulations so that they better match Federal guidelines.

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

**SECTION 1 - Section 22-54. Definitions. the following definitions are hereby added as follows:**

**Sec. 22-54. Definitions.**

*Flood proofing* means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Violation* means the failure of a structure or other development to be fully compliant with the community's flood plain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance is presumed to be in violation until such time as that documentation is provided.

**SECTION 2 - Section. 22-71. is hereby amended to read as follows:**

**Sec. 22-71 Designation of director of public services.**

The director of public services and/or his designee is hereby appointed to administer and implement the provisions of this article and shall serve as the official in the title/role of Floodplain Administrator.

**SECTION 3 - Section. 22-72. (2) is hereby amended to read as follows:**

**Sec. 22-72. Duties and responsibilities of the director of public services.**

- (2) Assure permittee that the additional federal or state permits may be required, and if specific federal or state permit requirements are known, require that copies of such permits be provided and maintained on file with the development permit;

**SECTION 3 - 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 4 - 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 5 - EFFECTIVE DATE**

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

PASSED ON THE FIRST READING ON THE 18<sup>TH</sup> DAY OF JANUARY, 2011.

ADVERTISED ON THE ON THE 27<sup>TH</sup> DAY OF JANUARY, 2011.

PASSED ON THE SECOND READING ON THE 7<sup>TH</sup> DAY OF FEBRUARY, 2011.

By: \_\_\_\_\_  
Beverly Zimmern, Mayor

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: January 5, 2011

**SUBJECT: Changes to Floodplain Regulations**

As you are aware, the City is an active participant in the National Flood Insurance Program (NFIP). The NFIP was created by the Congress of the United States in 1968 through the National Flood Insurance Act of 1968 (P.L. 90-448). The program enables property owners in participating communities to purchase insurance protection from the government against losses from flooding. This insurance is designed to provide an insurance alternative to disaster assistance to meet the escalating costs of repairing damage to buildings and their contents caused by floods. The corner stone of the program requires the City to establish and adhere to development regulations based on Federal guidelines for all structures located in the floodplain.

Periodically, we are audited by Federal and State agencies to ensure that we are complying with the program. The most recent State audit occurred this past summer and was conducted by the Florida Department of Community Affairs (DCA). After reviewing our current Code of Ordinances, they suggested we make the following changes:

1. Definitions must be added or made consistent with Title 44 CFR 59.1 as follows:
  - Add a definition for "floodproofing"..
  - A definition for "violation".
2. In Section 22-71, amend language to specifically designate the director of public services with also serving as the official title/role of Floodplain Administrator.(see Title 44 CFR 59.22(b).
3. In Section 22-72(2), change the word "advise" to "assure" to ensure that the Floodplain Administrator has determined that all other state and

**CHANGES TO FLOODPLAIN REGULATIONS**

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federal permits have been obtained before issuance of local permits and/or certificate of occupancy (see Title 44 CFR 60.3(a)(2).

The changes are extremely minor and are intended make our regulations more consistent with Federal guidelines. Staff has taken the initiative to prepare a draft ordinance which incorporates the recommended changes.

**RECOMMENDATION:** *That the City Council approve Ordinance 01-11 on First Reading and schedule the Second Reading and Public Hearing for February 7, 2011.*

*Attachment  
CSC*



# *City of Gulf Breeze*

## MEMORANDUM

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

**DATE:** January 24, 2011

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

**RE:** Fairpoint Drive Right of Way Issues

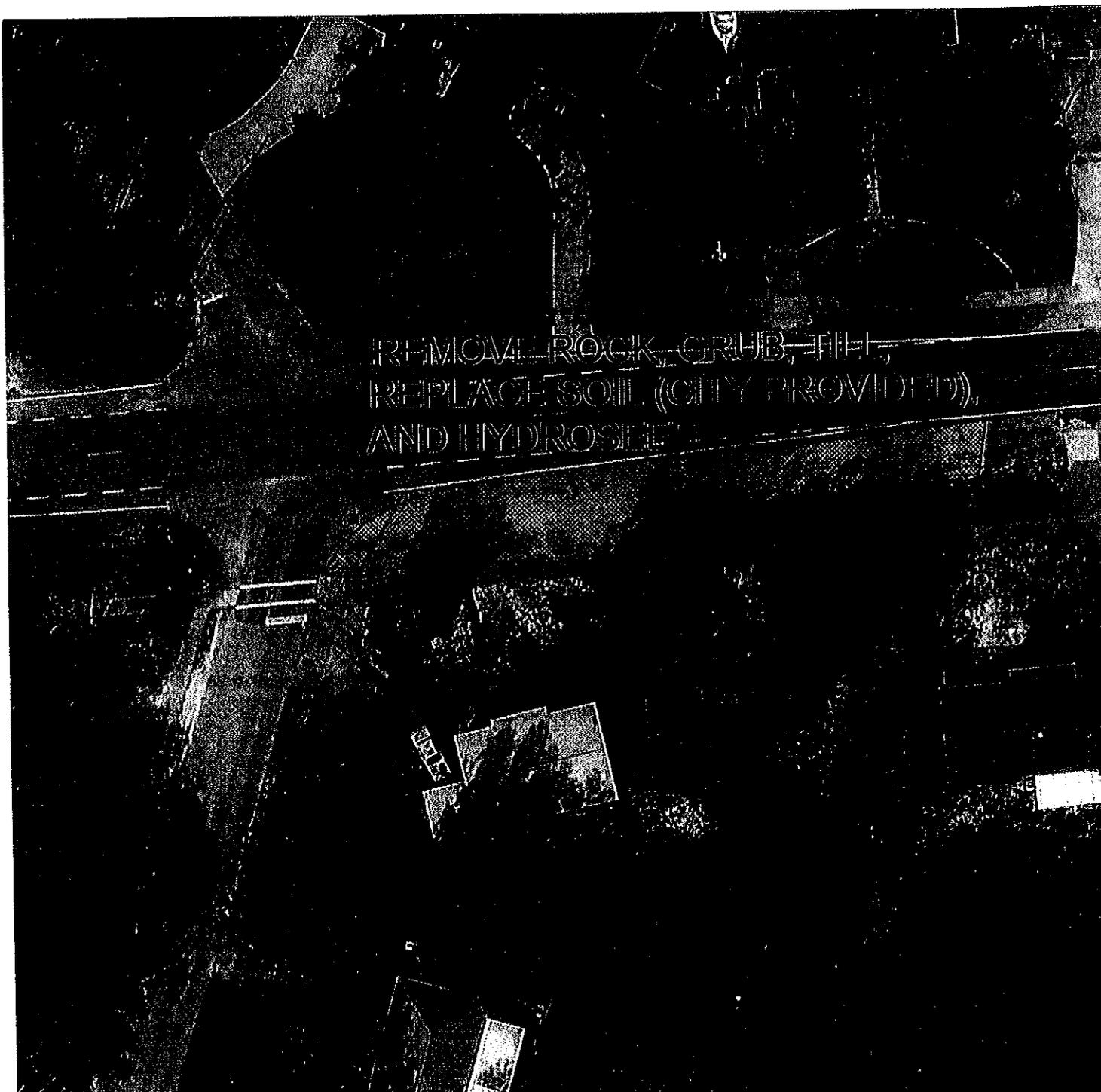
Two right of way restoration projects are needed along Fairpoint Drive. The first is at the intersection of Navarre where a post office drop box was located. The gravel placed in the right of way to accommodate the traffic has left the area unsightly with no vegetation. The plan for this area is to remove the gravel layer, replace with top soil, grass seed and mulch.

The second area is from North Sunset Boulevard to Highpoint Drive along Fairpoint Drive. The construction of the sewer system with the addition of a lift station in the area has left the area looking barren. Also, the narrow lanes for turning have caused vehicles to rut the right of way at the edge of the pavement. In this second area, we plan on adding curbing, some asphalt, a driveway for the lift stations and finishing the other areas with grass seed and mulching.

As the scope and design of the restoration was designed in house, we only solicited contractors that staff has worked with successfully on similar project. Staff solicited three quotes, with Warrington Utility and Excavating being the low bidder at \$9,182.50.

The funding for this project will come from the \$20,000 remaining in the 2010 Capital Reserve Funds item for the intersection traffic striping, which was completed for less than \$10,000. Attached are drawings of the proposed work, a project scope and the quotes received from the bidders.

**RECOMMENDATION:** The City Council award the Fairpoint Right of Way Restoration Project to Warrington Utility & Excavating for \$9,182.50.

An aerial photograph showing a road intersection. A large circular area is marked with a dashed line, indicating a construction site. The text is overlaid on this area. The surrounding area shows road lanes, sidewalks, and some vegetation. There are some small rectangular markers on the ground, possibly for surveying or construction layout.

REMOVE ROCK, GRUB, FILL,  
REPLACE SOIL (CITY PROVIDED),  
AND HYDROSEED



**MEMORANDUM**

**TO:** Thomas Lambert, Assistant to the Director

**FROM:** Jon Kanzigg, Construction Coordinator 

**DATE:** 1-05-11

**RE:** Fairpoint Drive Right of Way

**Therran and I meet with three Contractors to review the scope of work and their quotes are attached for your reference.**

- |    |            |               |
|----|------------|---------------|
| 1. | Warrington | - \$9,182.50  |
| 2. | Brown      | - \$12,810.00 |
| 3. | Illinois   | \$10,000.00   |
- 
-

## **MEMORANDUM**

**TO: Contractors**

**FROM: Jon Kanzigg, Construction Coordinator**

**DATE: 12-21-10**

**RE: Fairpoint Drive**

Please provide your quote for the following work. This is an upgrade to the Fairpoint Drive area between Highpoint and North Sunset.

1. Construct driveway between existing sidewalk and Fairpoint at the lift station.
2. Construct type "F" curb at the intersection of Fairpoint and North Sunset.
3. Construct type "F" curb at the intersection of Fairpoint and Highpoint.
4. Install Topsoil / clay stabilizing blend prior to hydro mulching.
5. Highpoint and Fairpoint, widen radius using 8" of base and 3" of asphalt.
6. Thermo stripe repairs to Highpoint and Fairpoint intersection.
7. Hydro mulch entire area between side walk and Fairpoint Drive from Highpoint to North Sunset.

Please price each item separately for this quote.



8401 Untreiner Ave.  
Pensacola, FL 32534  
CUC 1224889

**Bid Name: Fairpoint Drive**

1/4/2011

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ls	\$ 750.00	\$ 750.00
2	Construct driveway between existing sidewalk & Fairpoint at the lift station	1	ls	\$ 1,800.00	\$ 1,800.00
3	Construct type "F" curb at the intersection of Fairpoint & North Sunset	20	lf	\$ 35.00	\$ 700.00
4	Construct type "F" curb at the intersection of Fairpoint & Highpoint	27	lf	\$ 35.00	\$ 945.00
5	Install topsoil/clay stabilizing blend prior to hydro mulching	1	ls	\$ 2,000.00	\$ 2,000.00
6	Highpoint & Fairpoint, widen radius using 8" of base & 3" of asphalt	1	ls	\$ 1,800.00	\$ 1,800.00
7	Thermo stripe repairs to Highpoint & Fairpoint intersection	1	ls	\$ 500.00	\$ 500.00
8	Hydro mulch entire area between sidewalk & Fairpoint Drive from Highpoint to North Sunset	550	lf	\$ 1.25	\$ 687.50
	<b>Grand Total</b>				\$ 9,182.50

**Please note price does not include the following:**

- \*\* Any removal and/or replacing of unsuitable materials
- \*\* Any fee's (i.e. permits, tie-in, impact, etc.)

**Please note the following:**

- \*\* Anything not specifically stated in this proposal is excluded
- \*\* Price will be held for 30 days
- \*\* If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- \*\* Price subject to change due to any unforeseen circumstance, or any utilities encountered that need altering

**Jon Kanzigg**

**From:** Gabe Jackson [gabe@thebrownconstruction.com]  
**Sent:** Thursday, January 06, 2011 5:40 PM  
**To:** Jon Kanzigg; Therran Gentry  
**Cc:** lee@thebrownconstruction.com  
**Subject:** Fairpoint Drive  
**Attachments:** image001.png



Gentlemen,

Please find our pricing on the following scope of work on the Fairpoint Drive Project.

1. LS Driveway	1	LS	\$1,950.00
2. Curb at N. Sunset	60+/-	LF	\$1,800.00
3. Curb at Highpoint	30+/-	LF	\$1,140.00
4. Topsoil / Clay at 3" Thick	550	SY	\$2,882.00
5. Highpoint Asphalt / Base	1	LS	\$2,088.00
6. Thermostripe Repairs	1	LS	\$ 500.00
7. Hydromulch	550	SY	\$2,450.00
<b>Total...</b>			<b>\$12,810.00</b>

Thankyou for the opportunity to quote this work. Should you have any questions of if any of these quantities need to be revised, please do not hesitate to call.

**Notes:**

1. Items not noted are excluded.
2. Scope and pricing are per site visit and memoranda from City of GB dated 12-21-10.

Thanks,

Gabe Jackson

Estimator/Project Manager

**BROWN CONSTRUCTION OF NWFL, INC.**

Pensacola, FL 32534

850.473.9039 office

850.473.9063 fax

1/7/2011



**UTILITY SERVICE CO.**

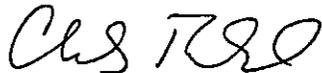
December 15, 2010

City of Gulf Breeze  
P.O Box 640  
1070 Shoreline Dr.  
Gulf Breeze, Fl. 32562-0640  
Attn: Jon Kanzigg  
RE: Fairpoint Dr. Right of Way Safety Improvements

Item #	Description	Unit	Qty	Unit Price	Extension
<del>1</del>	<del>Sunset/Fairpoint-Modified "F" Curb-</del>	LS	1	\$ 2,845.00	\$ 2,845.00
2	Fairpoint Hydromulching (Sunset to Highpoint)	LS	1	\$ 1,607.00	\$ 1,607.00
2a	<del>Optional Topsoil/Clay Stabilizing Blend (Prior to Hydromulching)</del>	LS	1	\$ 1,928.00	\$ 1,928.00
<del>3</del>	<del>Fairpoint Lift Station Concrete Driveway</del>	LS	1	\$ 2,485.00	\$ 2,485.00
4a	Highpoint/Fairpoint-Modified "F" Curb	LS	1	\$ 2,925.00	\$ 2,925.00
4b	Highpoint/Fairpoint-Asphalt Radius Widening (8' Base, 3" Asphalt)	LS	1	\$ 6,695.00	\$ 6,695.00
4c	Highpoint/Fairpoint-Thermostripe Repair	LS	1	\$ 500.00	\$ 500.00
Total					\$ 18,985.00

Thanks for the opportunity to quote you.

Sincerely,



Charley Radford, Vice President  
Utility Service Co., Inc.



# *City of Gulf Breeze Police Department*

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

January 21, 2011

To: Edwin Eddy, City Manager  
From: Peter Paulding, Chief of Police  
Re: Red light camera project software and equipment

There are two items that need to be completed before our project can go live. The first item is the relocation of the camera equipment itself. Traffipax had previously obtained verbal commitment to place equipment on the Sea Shell Collections from Moulton Properties and the equipment was located there in 2006. It had been operating in that location since that time until Traffipax removed their equipment in the spring of 2010.

When Sensys began their equipment installation in December and installed the equipment on top of the existing poles we received communications from the attorney representing Sea Shell Collections; Moulton Properties requesting copies of the written permission to use the easement on that property. We have been unable to locate the requested documents. Further communications from that firm request that the equipment be removed from the property.

Sensys has been able to amend their application to the FDOT showing the equipment located on the public FDOT right of way. The permit is expected to be approved within a very short period of time and the equipment can be relocated to the right of way, about 4 feet south of the existing location. The relocation of the equipment closer to the roadway will also provide more accurate performance of the system. The cost to engineer, design, and construct the relocation is \$7,000

It is also necessary for us to purchase an additional module of software for our existing CTS America program here at police headquarters. The software module needed is the Uniform Traffic Citation software that will enable us to generate E Citations and send citations electronically from SmartRMS to the court as required by the red light camera legislation. The software is compatible with our in-house computer software also provided by CTS America and the additional required module costs \$4995 including installation and support for the first year.

**Recommendation: City Council approve the expenditure of funds not to exceed \$12,000 for the relocation of the red light enforcement equipment located on Sea Shell property and purchase the E Citation module software that will enable the operation of the red light camera enforcement project. The funds to be expended from city portion of the red light camera escrow fund.**

# Memo

**To:** Edwin Eddy, City Manager  
**From:** Steve Milford   
**Date:** January 14, 2011  
**Re:** Pilot program for utility payment scanning

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In an effort to find ways to reduce the time spent on basic processing tasks, staff has explored a variety of alternatives to our current operations. Numerous areas with prospects for better efficiency are dependent upon significant software upgrades or software alternatives which we anticipate investigating more deeply later on this year.

One area that we can make improvement in the short term is check processing. As previously described in my memo concerning FiServ processing on-line banking remittances, our current process is a time consuming and tedious process of typing in customer account information and payment amounts for any of the 12,000+ customers who send checks to us each month. Excluding those payment we anticipate to be covered by our FiServ agreement, we estimate that about 10,000+ checks received each month remain to be processed.

We have investigated the prospect of using lockbox services, however there are no local established lock box operations which means that use would require either having customer address payment to locations in Alabama, Mississippi or Georgia or downstate in Florida, or incurring the cost of overnighting checks to such location. We have had informal discussions with a variety of potential local resources to investigate alternative solutions and resources, but have not been able to develop satisfactory cost/ process mix except for BPI of Gulf Breeze.

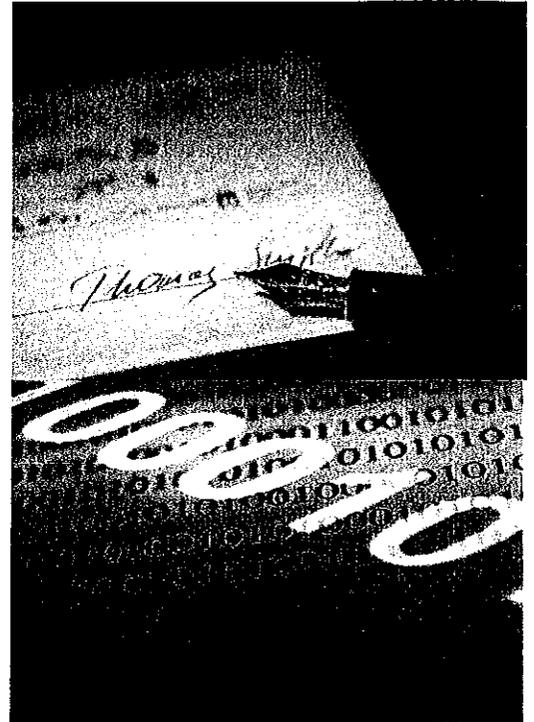
BPI has been very helpful in working with us to modify their scanning software which, in test runs, has successfully read our utility remittance slips and created entries into a batch file suitable for upload to our Sungard software. This process could be suitable for a majority (though not all) of the 10,000+ remittances we receive. If this proves to be a suitable processing alternative, it should enable us to free up staff time that will ultimately enable us to reduce temporary staff usage currently in place. Cost for per item processing using this system will be \$.125 per item read plus \$.35 per batch (estimated a 1 to 6 per day) plus approximately \$50.00 in monthly fees. If 7,000 checks were to be processed, fees would be approximately \$1,000 per month. The duration of the agreement is for a revolving 30 day period.

## **Recommendation**

That the City Council approve the City Manager execution of the attached agreement with BPI to move forward with a pilot program to automate the processing of utility payments.



*diversifiedchecksolutions*



# Merchant Processing Application and Agreement

Date: 01/11/2010

Customer Name: CITY OF GULF BREEZE

Sales Group: BPI OF FL

Sales Rep: GARY A MATHERNE

DCS-MPA-Lite 8-2010  
308 TCW Ct., Suite B, Lake St. Louis, MO 63367  
866-632-5415



## Merchant Processing Application and Agreement

This Agreement is entered into between, Diversified Check Solutions, LLC (DCS) whose mailing address is 308 TCW Ct., Suite B, Lake Saint Louis, MO 63367, and CITY OF GULF BREEZE  
(Merchant), collectively referred to as the parties.

### Preliminary Statement

Diversified Check Solutions (DCS) is in the business of providing a number of check services to its Merchants. DCS holds an exclusive license with ACHeck21, LLC for the use of their check processing software, ACHeck21®, and their trademark and is authorized by ACHeck21, LLC to sublicense its technology to others. DCS also has agreements with other third parties for services and products such as, but not limited to, Check Guarantee, Verification, PCI compliant gateway and Credit Card processing.

#### Services

Under this Agreement DCS will provide services such as but not limited to installation of ACHeck21 software, training, technical and customer support, transfer of funds using Automated Clearing House (ACH), Check21 file formats and banking system, bank clearing account, risk management, reporting, equipment and back office services

#### Products

DCS provides products such as but not limited to ACHeck21 Premier; ACHeck21 Express; ACHeck21 Micro, ACHeck21 Gateway and various technical tools. In addition, DCS offers third party products such as but not limited to Check Verification, Check Guarantee, Credit Card Acquiring and PCI compliant Gateway.

#### Merchant Obligations to DCS

Merchant must comply with this Agreement including the Terms and Conditions. In addition the Merchant is responsible for providing accurate and truthful information as part of this application and whenever asked by DCS. It is the Merchants obligation to update their information and notify DCS within 5 Business Days of any change.

#### Liabilities and Indemnification

MERCHANT AGREES TO INDEMNIFY, DEFEND AND HOLD DCS, AND ACHECK21, LLC HARMLESS FROM ANY AND ALL CLAIMS OF ANY PERSONS WHATSOEVER ARISING OUT OF DCS' PRODUCTS AND SERVICES AS MORE FULLY SET OUT IN THE TERMS AND CONDITIONS.

#### Fees

DCS shall deduct from the Merchant bank account the fees and service charges as described in Exhibit "A" for the products and services provided through this agreement.

#### Successors

**Successors:** This Agreement shall be binding upon the successors and assigns of the parties.

#### Entire Agreement

This Agreement, together with the Terms and Conditions, including information supplied by the merchant and attached Schedules, constitutes the entire Agreement between the parties and correctly describes the parties' mutual understanding of this Agreement. Any and all oral or written Agreements, representations or understandings between the parties entered into or made prior to or made contemporaneously with the effective date of this Agreement have been incorporated into this Agreement or were revoked, released or terminated before the effective date of this Agreement. No modifications, deletions, additions or amendments to this Agreement shall be binding on DCS or ACHeck21, LLC unless the same are reduced to writing and the writing is signed by DCS. All of the terms of this Agreement are subject to the approval of DCS. Unless DCS has executed this Agreement; such approval has neither been obtained nor granted.

**CUSTOMER INFORMATION**

**DBA INFORMATION**

**LEGAL INFORMATION (IF DIFFERENT)**

Business Name <b>CITY OF GULF BREEZE</b>	Business Name
Billing Address	Physical Address
City/State/Zip	City/State/Zip
Phone                      Fax	Phone                      Fax

**OTHER INFORMATION**

Primary Contact Name	Primary Contact Phone Number	Primary Contact Email
Technical Contact Name	Technical Contact Phone Number	Technical Contact Email
Billing Contact Name	Billing Contact Phone Number	Billing Contact Email
Type of Business/Industry Type		

**PRODUCT INFORMATION: (CIRCLE ONE) PREMIERE EXPRESS MICRO GATEWAY CHECK21 ONLY OTHER**

**INSTALLATION**

Number of Physical Locations for Installation: <b>1</b>	Total number of PC Installations:	Have all PC's been evaluated for system requirements: <b>YES          NO</b>	Anticipated Installation Date: <b>/   /</b>
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**ACTIVITY MONITORING INFORMATION**

Highest Single DEBIT Amount \$	Highest Single DEPOSIT Amount \$	Monthly Debit Volume (typical # of checks, other debits) \$                      # of items _____	Deposit Frequency: <b>Daily or    Times/Week</b>
Highest Single RETURN Amount \$	Average Transaction	Monthly RETURN Volume (typical # of checks, other debits) \$                      # of items _____	

**ACCOUNT INFORMATION FOR DEPOSIT OF FUNDS**

Bank Name	Bank Routing/Transit Number	Bank Account Number
Type of Account - Checking or Savings	Branch Address	City/State/Zip

**HARDWARE**

HARDWARE DESCRIPTION	QTY	ORDER STATUS		COST PER UNIT	TOTAL COST
		DCS Order	Other		
				\$	\$

**SW Schedule of Fees**

Deposit:	Cost Per Item <b>\$0.125</b> <del>\$ 0.25</del>	Training Fee:	\$
Returned Item	Cost Per Item	\$ 2.50	Equipment Fee: \$ *
Monthly Minimum Billing:	\$ 25.00	Set Up Fee:	\$
Monthly Statement Fee:	\$ 10.00	Batch	0.35
Monthly Transmission Fee:	\$5.00		
Monthly Gateway Fee:	\$10.00		

\* pricing for equipment will be quoted if new equipment is needed

**Training:**

All training will be provided via phone, email or other forms of telecommunication. If on site training is required, Licensee must pay the cost of transportation, lodging, etc. for DCS' personnel and a \$1500 per diem fee for employee costs. Support:

For the first 30 days following the Effective Date, Diversified Check Solutions, LLC will not charge for training (except as outlined above) or support; thereafter, a support charge of \$150.00 per hour (prorated) will be applied. Service calls due to software irregularities or flaws shall be at no charge provided the irregularity or flaw has not been identified previously and a patch or workaround given to the Licensee. DCS shall make the final determination as to the nature of the call. Software upgrades are granted to licensee for as long as maintenance fees are paid current.

Processing Bank requires the following financial statements prior to submitting this Application: a) EIN b) copy of Business License and c) Previous 3 Month's Bank Statement. If Merchant is private, and not public, Processing Bank will require a copy of driver's license and Social Security Number for each signor. Processing Bank may request additional information during their evaluation process. Upon approval, Merchant will deposit a reserve valued at seven (7) days worth of returned ACH returns. Please provide up to two (2) weeks for approval process.

Merchant certifies that all information set forth in this completed Merchant Processing Agreement is true and correct and that Merchant has received a copy of the Terms and Conditions which are a part of this Agreement, and by this reference incorporated herein. Merchant authorizes DCS and their respective agents to investigate the references, statements and other data contained herein and to obtain additional information from credit bureaus and other lawful sources, including persons and companies names in this Merchant Processing Application. Merchant authorizes DCS and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. Merchant agrees to all the terms of this Merchant Processing Agreement. This Merchant Processing Agreement shall not take effect until Merchant has been approved and this Agreement has been accepted by DCS.

→ \_\_\_\_\_ initialing this line indicates that Merchant has read and agrees to Terms and Conditions

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date(s) indicated below.

MERCHANT \_\_\_\_\_

DIVERSIFIED CHECK SOLUTIONS, LLC

By: \_\_\_\_\_  
Signature of Authorized Agent

By: \_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Printed Name of Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
DATE SIGNED BY MERCHANT

\_\_\_\_\_  
DATE SIGNED BY DIVERSIFIED CHECK SOLUTIONS, LLC

Personal Guarantee: The undersigned guarantees to DCS the performance of the Agreement, and any addendum thereto by Merchant, including payment of all sums due and owing and costs associated with the enforcement of the terms thereof. DCS shall not be required to first proceed against the Merchant or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of DCS. The term of this guarantee shall be for the duration of the Merchant Processing Agreement and any addendum thereto and shall guarantee all obligations which may arise in connection with my activities during the term thereof though enforcement shall be sought subsequent to any termination.

**Personal Guarantors**

Signature:	Printed Name:	SSN:	Date:
Residential Street Address	City/State:	Zip Code:	
Signature:	Printed Name:	SSN:	Date:
Residential Street Address	City/State:	Zip Code:	

**THIRD PARTY AGREEMENTS**

Program Type				
Maximum Check Limit	Standard Recovery	NSF Guarantee	Check Verification	Account Closed Option
\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Requirements				
<input type="checkbox"/> Standard	<input type="checkbox"/> No Driver's License	<input type="checkbox"/> No Physical Address	<input type="checkbox"/> Only One Phone	
Name Physical Address Home Phone Secondary Phone Driver's License	Name Physical Address Home Phone Secondary Phone	Name Home Phone Secondary Phone Driver's License	Name Physical Address Home Phone Driver's License	
Pricing			Reporting	
Monthly	Discount %	Per Transaction	Online	Password
\$			<input type="checkbox"/>	

Signature X \_\_\_\_\_

Authorized Merchant Signature. By signing this section merchant agrees to the third party services noted above and to be bound by the terms and conditions of said services as noted in the Merchant Processing Terms and Conditions provided with this agreement.

Addendum to Merchant Processing Agreement

DCS-MPA-Lite 8-2010

The terms of this agreement will be on a revolving month to month agreement. There will be no cancellation charges associated with the termination of the agreement.

Merchant: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sales Rep: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Approved by DCS: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Upon Execution you will receive a copy of this addendum



# City of Gulf Breeze

## MEMORANDUM

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

**FROM:**  David J. Szymanski, Assistant City Manager

**DATE:** January 28, 2011

**SUBJECT:** Community Development Block Grant - American Recovery and Reinvestment Act, Contract Award

The City has been awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. There was to be a \$119,806 City match toward this grant that also was to be funded by the CRA. As with any federally funded grant program funded through the State of Florida, there are many requirements that have to be completed in order to proceed.

The first two of the requirements of this grant were to secure a company to administer the CDBG grant for the City and another for an engineer to design the scope of work. Monies to pay for such services are included in the grant. City Council directed staff to advertise for these requirements. Jordan & Associates and Baskerville Donovan were chosen and are under contract to the City.

Baskerville Donovan completed the design work in early January and advertised a Request for Proposals for construction services due on January 20, 2011. On January 12, 2011, Baskerville hosted a mandatory pre-bid meeting which was attended by eleven firms. On January 20<sup>th</sup>, the bid due date only four firms submitted bids. They were:

<u>Company</u>	<u>Bid</u>
Aero Training & Rental, Inc	\$472,306.00
Brown Construction of NW FL, Inc	\$490,271.70
J.B. Coxwell Contracting, Inc.	\$698,607.90
Roads, Inc.	\$379,157.40

The lowest bid was submitted by Roads, Inc and is considerably lower than initial grant estimate. After reviewing the bid tab sheets and comparing the application and grant budgets, the City's share for match has been reduced to \$80,000 instead of the \$119,806.

**RECOMMENDATION: That the City Council accept staff recommendation of Roads, Inc. for adding 28 homes to sanitary sewer on York Street and resurfacing McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. That the City Council direct staff to enter into a contract with Roads, Inc for services in the amount of \$379,157.40 and authorize the mayor to sign the contract.**



# City of Gulf Breeze

## MEMORANDUM

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

**FROM:**  David J. Szymanski, Assistant City Manager

**DATE:** December 10, 2009

**SUBJECT:** Small Cities Community Development Block Grant - American Recovery & Reinvestment Act of 2009 Funding

The City has been awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure and Shirley Drives in the Joachim area to the east of St. Ann Church. There will be a \$119,806 City match toward this grant that will be funded by the CRA. As with any federally funded grant program funded through the State of Florida, there are many requirements that have to be completed in order to receive funding.

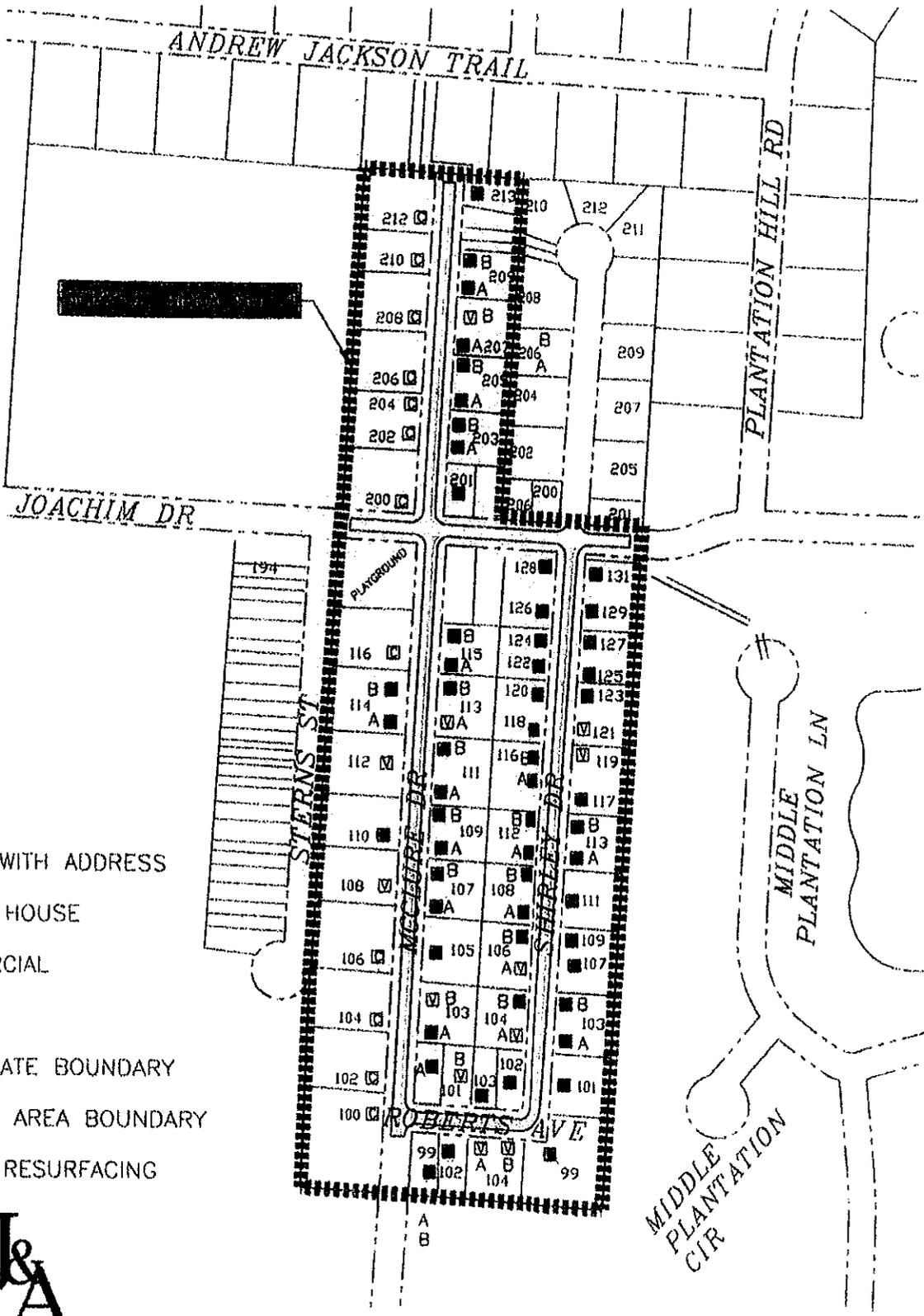
We are in the process of completing the paperwork and contract signing stage of the grant.

**RECOMMENDATION:** That the City Council accept the federally funded CDBG for sewer and resurfacing work in the CRA, provide the sum of \$119,806 as a match for this grant from the CRA budget and authorize Mayor Zimmern to sign the contract documents.

*Approved by the  
City Council on  
12-21-09  
EAE*

# EXHIBIT 1 - SERVICE AREA 1

SCALE: 1" = 250'



## LEGEND

- VLI 26
- LMI 13
- OVER
- # HOUSE WITH ADDRESS
- V VACANT HOUSE
- C COMMERCIAL
- † CHURCH
- CORPORATE BOUNDARY
- SERVICE AREA BOUNDARY
- STREET RESURFACING

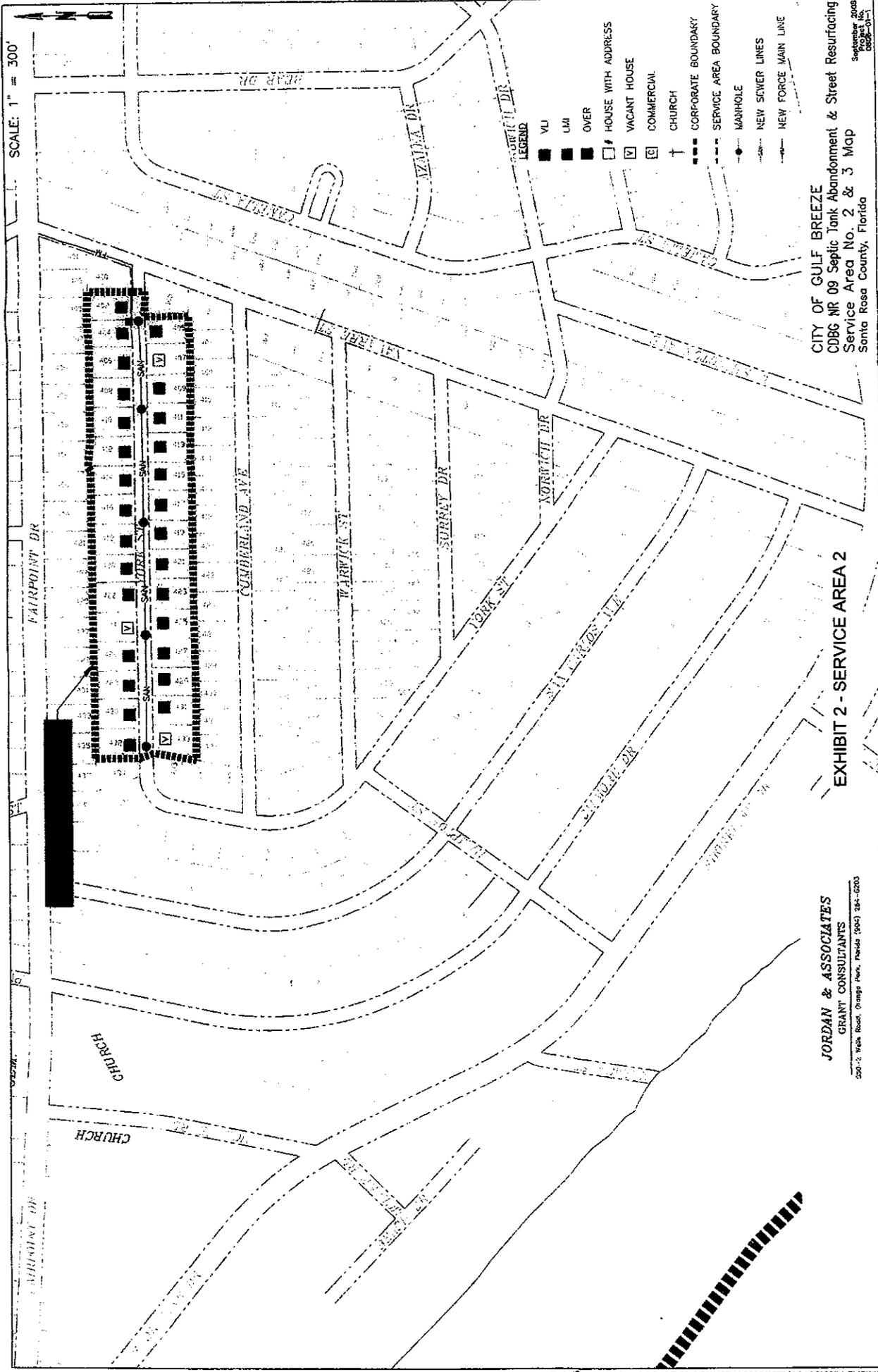


Jordan & Associates  
 580-2 Wells Rd  
 Orange Park, FL 32073  
 Phone: (904) 264-6203  
 Fax: (904) 264-2190  
 admin@jordangrants.com

CITY OF GULF BREEZE  
 CDBG NR 09 Septic Tank Abandonment & Street Resurfacing  
 Service Area No. 1  
 Santa Rosa County, Florida

September 2008  
 Project No.  
 0808-01-1

M:\CAD\_Files\Gulf Breeze\080601\1\Service Area No. 1 and 2\07-10-2008.dwg, 7/10/2008, 3:11:42 PM



SCALE: 1" = 500'

- LEGEND**
- VLI
  - LMI
  - OVER
  - # HOUSE WITH ADDRESS
  - V VACANT HOUSE
  - C COMMERCIAL
  - † CHURCH
  - CORPORATE BOUNDARY
  - - - SERVICE AREA BOUNDARY
  - MANHOLE
  - - - NEW SEWER LINES
  - - - NEW FORCE MAIN LINE

CITY OF GULF BREEZE  
 CDBG NR 09 Septic Tank Abandonment & Street Resurfacing  
 Service Area No. 2 & 3 Map  
 Santa Rosa County, Florida

**EXHIBIT 2 - SERVICE AREA 2**

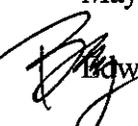
**JORDAN & ASSOCIATES**  
 GRANT CONSULTANTS

500-2, Walk Road, Orange Park, Florida (904) 264-0203



# City of Gulf Breeze

January 27, 2011

TO: Mayor and City Council  
FROM:  Edwin A. Eddy, City Manager  
SUBJ: VIDEO PRODUCTION, 50<sup>TH</sup> ANNIVERSARY

Mayor Zimmern and staff have been working with a committee on plans for the celebration of the City's 50<sup>th</sup> Anniversary. The City Council approved plans for a community dinner similar to the Annual Chamber of Commerce Gala to be held on August 20, 2011 at St. Ann Catholic Church. A second event will be held at Shoreline Park South in October.

One feature of the August dinner is a commemorative video recapping the history of the City. We contacted Choice Video Services of Gulf Breeze, the firm that the Gulf Breeze Area Chamber uses to produce the video show at their Gala. Choice Video has agreed to produce the video for a total cost of \$8,520. Attached please find a copy of their proposal.

We have seen first hand the work of Choice Video. This is a project that must commence right away. It would be difficult to select a different firm via bidding as there would be limited opportunity to observe the work of another firm.

The funding for this project can be appropriated from surplus earnings by GBFS or CTA.

## **RECOMMENDATION:**

**That the City Council approve a proposal by Choice Video of Gulf Breeze to produce a video for the City's 50<sup>th</sup> Anniversary celebration at a total cost not to exceed \$8,520.**

## Edwin Eddy

---

**From:** Dave Mungai [dave@choicevideoservices.com]  
**Sent:** Wednesday, January 26, 2011 11:01 AM  
**To:** Edwin Eddy  
**Subject:** Re: %0th Anniversary Video  
**Attachments:** CityOfGulfBreeze\_50th\_invoice\_11412.pdf

Buz,

That is great news! Thanks so much. We are excited to get rolling on this project!

I've attached an invoice for the project which matches the pricing we agreed to. We require a 1/3 payment down to begin production (\$2800 will do). 1/3 payment at completion of filming to begin editing phase, then the final 1/3 due at completion and final approval of the project. Once we receive the deposit we'll begin finalizing the interviewee list and begin scheduling interviews.

Let me know if you need anything else.

Regards,

-Dave

Dave Mungai  
**Choice Video Services, Inc**  
www.choicevideoservices.com  
850 934-9907

---

**From:** Edwin Eddy <eaeddy@ci.gulf-breeze.fl.us>  
**Date:** Tue, 25 Jan 2011 13:21:00 -0600  
**To:** Dave Mungai <dave@choicevideoservices.com>  
**Subject:** %0th Anniversary Video

The 50th anniversary committee approved use of Choice Video for a commemorative video for the City's celebration. Let me know what you need to get started. Buz

---

PLEASE NOTE: Florida has very broad public records law. All e-mail communication with the City of Gulf Breeze may be subject to public disclosure.

1/27/2011

# CHOICE VIDEO SERVICES

3874 Paradise Bay Drive  
Gulf Breeze, FL 32563

## Invoice

Date	Invoice #
1/26/2011	11412

<b>Bill To</b>
City of Gulf Breeze Buz Eddy 1070 Shoreline Drive Gulf Breeze, FL 32561

<b>Customer Contact Info</b>	
Name	Buzz Eddy
Primary Phone	850 934-5100
Alt. Phone	
Email	eaeddy@ci.gulf-breeze...

PO #	Terms	DUE DATE	Ship Via	Job Status
	33%/33%/34%	1/26/2011	Pickup	

Quantity	Description	Rate	Amount
1	Production Management - Covers time to scout interview locations prior to shooting. Meetings with key contributors to review other required content (photos, video, etc), misc meetings, and other production Mgmt related activities over the entire project	900.00	900.00T
3	On-Location Video Production Services (Camera, crew, lights, audio) - 6 - 8 interviews with Citizens, Govt. Officials, and Business people as designated by the committee. - Various stock footage clips will be captured of the area for use in the video	950.00	2,850.00T
50	Post Production Editing - Editing of final project	85.00	4,250.00T
	<b>SUBTOTAL</b>		<b>8,000.00</b>

<b>Total</b>
<b>Payments/Credits</b>
<b>Balance Due</b>

Choice Video Services

Service  
 Video  
 Choice



3874 Paradise Bay Drive  
 Gulf Breeze, FL 32563

# Invoice

Date	Invoice #
1/26/2011	11412

<b>Bill To</b>
City of Gulf Breeze Buz Eddy 1070 Shoreline Drive Gulf Breeze, FL 32561

<b>Customer Contact Info</b>	
Name	Buzz Eddy
Primary Phone	850 934-5100
Alt. Phone	
Email	eaeddy@ci.gulf-breeze...

PO #	Terms	DUE DATE	Ship Via	Job Status
	33%/33%/34%	1/26/2011	Pickup	

Quantity	Description	Rate	Amount
	NOTE: The committee expressed interest in using aerial footage of the area in the video. We are currently looking at options for this and will provide a separate quote for consideration to the committee. Above pricing does not include obtaining new arial footage.  PAYMENT TERMS: 1/3 of total invoice is due to secure project and begin Production 1/3 is due at completion of principle photography to begin Editing phase of project Remaining balance is due upon completion and approval of final product Sales Tax		0.00T
			0.00T
		6.50%	520.00

<b>Total</b>	\$8,520.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$8,520.00





# City of Gulf Breeze

January 27, 2011

TO: Edwin A. Eddy, City Manager  
FROM: Marita Rhodes, City Clerk *Marita*  
SUBJ: VARIOUS BOARD APPOINTMENTS

At their regular meeting held on Tuesday, January 18, 2011, the City Council moved Mr. Ramsey Landry from the Board of Adjustment (he had completed his second term) to the Development Review Board. The following is a list of other board appointments needed:

## **DEVELOPMENT REVIEW BOARD:**

One Board member and two alternates are still needed for this Board.

### **RECOMMENDATION:**

**That the City Council appoint one Board member and two alternates to this Board.**

## **BOARD OF ADJUSTMENT:**

One alternate is needed for this Board. Mr. Michael Segars is eligible for reappointment to this Board and has indicated his interest in serving a second term. Ms. JoAnn Price has agreed to move from the Development Review Board to the Board of Adjustment. Mr. Bill Clark is an alternate.

### **RECOMMENDATION:**

**That the City Council make the following appointments: (1) Mr. Michael Segars to serve a second term to expire in 2014; (2) Ms. JoAnn Price to serve a first term to expire in 2014; (3) appoint one alternate.**

Board Appointments  
January 27, 2011  
Page Two

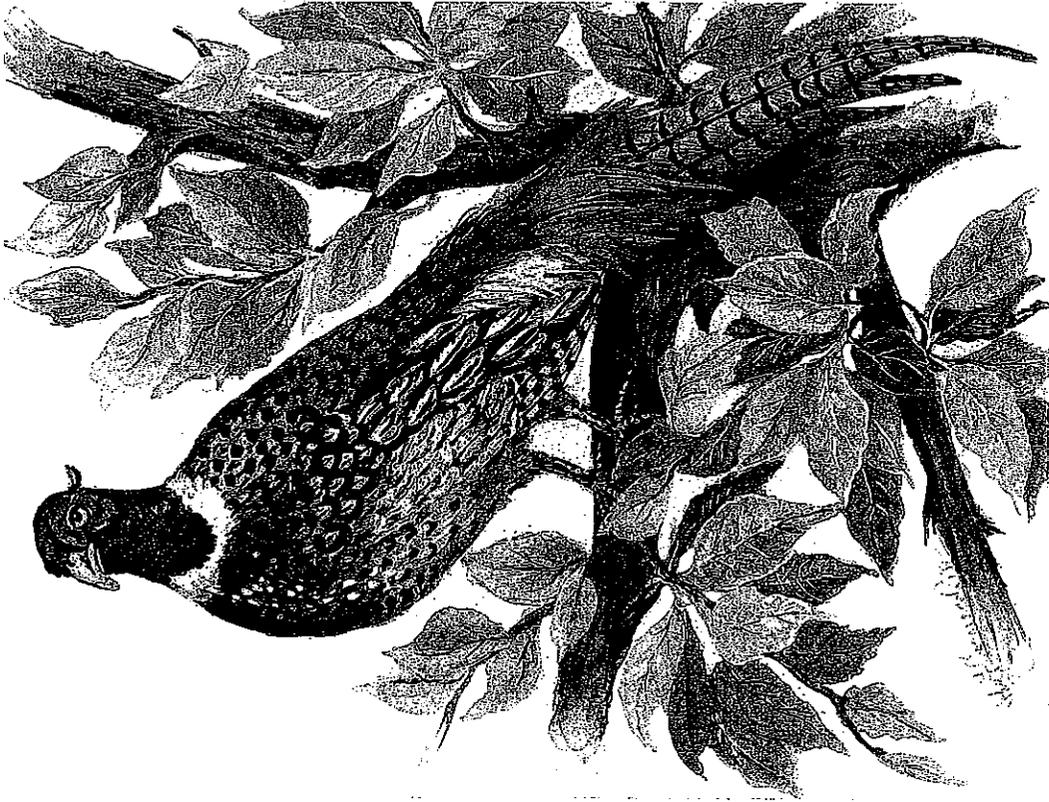
**ARCHITECTURAL REVIEW BOARD:**

The City Council appointed the following six (6) individuals and Councilman to serve on the ARB in 2009: Tim Hoffman; David Alsop; Bill Graves; Deborah Cederquist; Summer King, Britton Stamps and Councilman J. B. Schluter. The six individuals were appointed to two (2) year terms.

**RECOMMENDATION:**

**That the City Council reappoint the Architectural Review Board members to a second term to expire 2013.**





This is a contribution  
to the Dead Man's  
Island Project, sent  
in memory of Wayne Lee,

Bettie Kahn  
10100 Hillview Dr #518  
Pensacola Fl 32514

P. leave notify the family

**BETTIE B. KAHN**  
10100 HILLYVIEW DR APT. 518  
PENSACOLA, FLORIDA 32514-1702

Pay to the  
Order of

City of Gulf Breeze  
Twenty five

Date

1-16-11

\$ 25-

Dollars

**BBVA Compass**

Compass Bank  
Pensacola, FL

Compass Preferred Client®

For Dead Man's Island project

Bettie B. Kahn

⑆05503924⑆ 003473474⑆ 0320

320

62-1992630  
60300

Security  
Features  
Vandal  
Resistant

from the desk of...

**ACE CANNON**

please list the enclosed contri-  
bution in memory of Wayne E. Lee  
as being from

Ace, Katty, & Bob Cannon

Thank you  
932-7574

2941  
63-9022/2632  
BRANCH 27

**JAMES A. CANNON**  
**KATHERINE G. CANNON**  
PH: 850-932-7574  
8 GRAY OAKS LANE  
GULF BREEZE, FL 32561-4486

Date 11/18/11

Pay to the Order of Dead Man's Island Project - Gulf Breeze \$ 100.00  
One hundred & 00/100 Dollars

**Peoples First**  
Florida Community Bank  
Gulf Breeze, FL 32561

Prime55

For in memory of Wayne E. Lee Katty G. Cannon

⑆ 2632902201 ⑆ ⑆ 496111591 ⑆

Dear Mr. Eddy -

Please use these monies  
for the Dead Man's Island Project  
in the memory of Mr. Wayne Lee.

Thank you

Evelyn Andrews

MR. GERALD E. ANDREWS  
MRS. EVELYN R. ANDREWS  
4429 Soundside Dr 932-4166  
Gulf Breeze, FL 32563-9101

8041  
63-466/631

1-18-11 DATE

PAY TO THE  
ORDER OF

Dead Man's Island Project

\$ 50.00

Fifty + 00/100

DOLLARS  Security Features Details on Back



FOR Wayne Edward Lee

Evelyn R. Andrews

⑆063104668⑆ 3015063704⑆ 804⑆

**Kimberly S. Messer**  
2 Shoreline Place  
Gulf Breeze, FL 32561  
(850) 934-6820

January 16, 2011

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

Dear Peter,

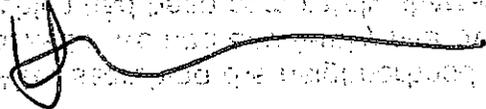
I wanted to take this opportunity to send my thanks and appreciation for the timely and professional response of your department to my home following a burglary on January 10, 2010. Specifically, I would like to commend Officer Jason Denney. Officer Denney not only responded to the call, but went above and beyond his professional responsibilities to aid the kids and me in securing our home after an intruder smashed a patio door in order to steal a laptop computer.

After searching the neighborhood and completing the report, Officer Denney asked if we had any family nearby who could help me secure the patio door, which had been completely shattered. Unfortunately, we do not. My husband, Bill, was out of town, and just Graham, Maggie and I were home, and it was 4:30am, so I could not call a repairman. Officer Denney, cut plywood to fit the door, and secured it to the frame before leaving almost an hour later. Although Graham was able to assist him to a certain extent, I think it's safe to say that we would not have been able to successfully secure the door without him.

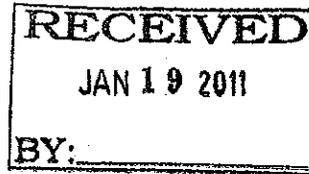
I cannot tell you how much this act of kindness meant to my family and me. The fact that we were home during the break in made it particularly scary, and his actions alleviated some of our fears about someone returning to the house. I sincerely appreciate that along with bravery and professionalism, caring and compassion are also clearly advocated by your department.

Please extend our thanks, once again, to Officer Denney, and the other officers in your department who responded so quickly to our call.

Sincerely,



Kim Messer



Buzz,

I wanted to thank you and the city council for the gift cards.

It was very much appreciated and will be very helpful.

- Greg Baker  
Gulf Breeze Police

EDWARD M. GRAY, III  
and Gail Gray

1488  
69-466/831

1-19-11 DATE

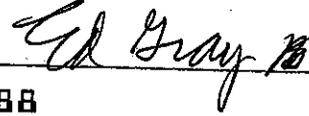
PAY TO THE ORDER OF City of Gulf Breeze

\$ 150<sup>00</sup>

one hundred fifty & 00/100

DOLLARS  Security Features Details on Back

 **REGIONS** Deadman's ISLAND  
FOR Wayne Lee Memorial

Ed Gray 

PFS

⑆063104668⑆ 3000899020⑆ 1488

**KELSON ELECTRIC COMPANY**

PH. 434-1134  
906 W. MAIN STREET P.O. BOX 4353  
PENSACOLA, FL 32507

37967

63-814  
632 3

PAY  
TO THE  
ORDER OF

DATE

*Jan. 10, 2011*

*City of Gulf Breeze Woodmaris Island Project* \$ *100.<sup>00</sup>*  
*One hundred & 00/100*



**Coastal Bank and Trust**

a SYNOVUS<sup>®</sup> bank

DOLLARS

Security Features  
Included  
Details on Back

FOR *Mr. Wayne Lee*

*W. Lee*

⑈037967⑈ ⑆063208140⑆ 87 046 3⑈

MP

Enclosed is a donation  
to honor the life of  
Wayne Lee. Please use this  
to preserve Deadman's Island.

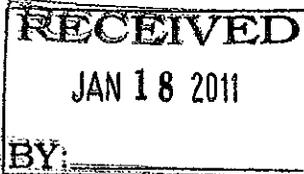
Pat Tunison



Patricia R. Tunison  
414 Warwick St.  
Gulf Breeze, FL 32561

<b>PATRICIA B TUNISON</b> 414 WARWICK STREET GULF BREEZE, FL 32561	1349
Pay to the Order of <u>City of Gulf Breeze</u>	Date <u>1/18/11</u>
<u>Twenty-five and no/100</u> Dollars	\$ <u>25.00</u>
<b>Hancock Bank.</b> Member FDIC / hancockbank.com	Security Features Details on Back.
<u>Deadman's Island Project</u> <u>In memory of Wayne Lee</u>	<u>Patricia B. Tunison</u>
⑆063112786⑆ 1349⑆ 004126884⑆	

Harford Clear GUARDIAN SAFETY YELLOW



Buy,

Thank you so much for taking  
time out of your busy day  
to come talk to my classes.

They may not say a lot  
while you're here but it does  
spark discussion later.

Thanks again & hope to see  
you next semester

Carolyn Dymally

If you ignore beauty,  
you will soon find yourself without it...



But if you invest in beauty,  
it will remain with you all the days of your life.

FRANK LLOYD WRIGHT

427 Creamy Street  
Panama City, FL 32507  
January 12, 2011

Please accept our gift  
for the Deadman's Island  
Restoration Project in  
memory of Wayne E. Lee.  
Mr. Lee was a strong  
advocate of preserving the  
habitat of crabs, fish,  
and other natural aquatic  
species.

We have known the  
Lee family beginning in  
Panama City, Florida many  
years ago. It's a great  
tribute to Wayne Lee that  
those virtues of honor and  
generosity in him have  
been so ingrained in  
his son and our friend Bill.  
Keep up the good work.

Patrick and Carolyn Byrne

Dear Mr Eddy,  
I wish to thank the  
Shuf Breeze Police, Fire  
and EMT's for their  
Response to my wife  
Recent death. They were  
fast, caring, and professional  
in every respect. Shuf  
Breeze is indeed fortunate  
to have such a great team.  
also thanks to the Shuf  
Breeze Police for their  
escort to the Cemetery.

Sincerely,  
Mornie C. Dells

During a time  
like this  
we realize how much  
our friends and relatives really mean  
to us.....  
Your expression  
of sympathy will always  
be remembered