

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

JULY 13, 2010  
WEDNESDAY 6:30 P.M.  
COUNCIL CHAMBERS

**REMINDER: A BUDGET WORKSHOP WILL BE HELD FROM 4:30 - 6:15 P.M.  
A LIGHT MEAL WILL BE PROVIDED**

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Quarterly Beautification Awards
- B. Discussion and Action Regarding Development Review Board Minutes of July 6, 2011
  - 1. Ruth Paulding - 308 North Sunset Boulevard  
Request to Amend Seawall and Remove Boat Lift Roof
- C. Discussion and Action Regarding Ordinance No. 05-11, Adoption of the Amendments to the Gulf Breeze Comprehensive Plan based on the City's Adopted Evaluation and Appraisal Report - Final Public Hearing
- D. Discussion and Action Regarding Award of Bid, Construction of New Community Center
- E. Discussion and Action Regarding Renewal of School Resource Officer Agreement
- F. Discussion and Action Regarding Thrift Stores and Donation Sites
- G. Discussion and Action Regarding Payment of Wastewater Impact Fees, Pensacola State College (PSC)
- H. Discussion and Action Regarding Budget Workshops
- I. Discussion and Action Regarding Establishment of Proposed Millage Rate for Notification to Property Appraiser
- J. Discussion and Action Regarding Land Design Innovations Acquired by Littlejohn Engineering Associates
- K. Information Items

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

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



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

July 8, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: QUARTERLY BEAUTIFICATION AWARDS

The Beautification Committee plans to present their quarterly beautification awards at the July 18, 2011 Council meeting.

# DEVELOPMENT REVIEW BOARD AGENDA

DATE: JULY 6, 2011

TIME: 6:30 P.M.

LOCATION: GULF BREEZE CITY HALL, COUNCIL CHAMBERS, 1070  
SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES
4. REVIEW EX-PARTE COMMUNICATION IN ACCORDANCE WITH SECTION 20-47
5. CASES:

**Project Number: 11-30000009**

Request by: PAULDING, RUTH

GULF BREEZE, FL 32561

Location:

Description: PIER & SEAWALL

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

LESLIE GUYER  
DEPUTY CITY CLERK



# City of Gulf Breeze

## DEVELOPMENT REVIEW BOARD

### STAFF REPORT

**PROJECT NO:** 11-30000009

**APPLICATION DATE:** JUNE 21, 2011

**PROJECT LOCATION:**

PROJECT LOCATION:

PARCEL ID:

SUBDIVISION NAME:

ZONING DISTRICT:

RIAA

LANDUSE:

SFR

**PROPERTY OWNER:**

|                 |                      |
|-----------------|----------------------|
| NAME            | PAULDING, RUTH       |
| ADDRESS         |                      |
| ADDRESS         |                      |
| CITY, STATE ZIP | GULF BREEZE FL 32561 |
| PHONE           |                      |

**PROJECT INFORMATION:** LEVEL 3 MARINE CONSTRUCTION

**PROJECT DIMENSIONS:** VARIES

**AGENT INFORMATION:** OWNER ACTING AS AGENT

**STAFF COMMENTS:**

As part of a settlement agreement, the owner is removing the cover from the exiting boat slip and modifying the existing seawall so that 10' prior to the east property line, the seawall will be angled 45° landward until it terminates with the property line.

Because the submittal involves the modification of an existing seawall, the project is classified as Level III Development and must be reviewed as such. As for removing the roof over the existing boat slip, it is questionable if a permit is required; however, out of an abundance of caution, it has been included as part of the submittal package.

City staff has reviewed the project and finds that complies with the City's LDC and recommends approval as submitted.



# City of Gulf Breeze

## LEVEL I DEVELOPMENT ORDER APPLICATION

PLEASE FILL OUT THE APPLICATION AND RETURN IT WITH THREE (3) SETS OF PLANS TO THE CITY OF GULF BREEZE, 1070 SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561. FAILURE TO COMPLETELY FILL OUT THIS FORM WILL RESULT IN A DELAY OF THE CITY'S PLAN REVIEW PROCESS.

### PROPERTY OWNER INFORMATION:

NAME: PAULDING RUTH O.  
LAST FIRST M.I.

ADDRESS: \_\_\_\_\_ GULF BREEZE FL 32561  
NO. STREET CITY STATE ZIP

PHONE NUMBER: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

PROJECT ADDRESS: SAME  
NO. STREET

SANTA ROSA COUNTY PARCEL ID NUMBER: \_\_\_\_\_

IS THE PROPERTY A CORNER LOT?  YES  NO PROPERTY ZONING: \_\_\_\_\_

### GENERAL INFORMATION:

TYPE OF WORK:  RENOVATION  NEW CONSTRUCTION  POOL  MARINE  DEMOLITION

SCOPE OF WORK: BOAT HOUSE ROOF (REMOVE)  
Ammend sea wall (45° Return)  
Regrading sand

OCCUPANCY CLASSIFICATION:  RESIDENTIAL  ASSEMBLY  BUSINESS  MERCANTILE  
 STORAGE  OTHER:

INTENDED USE: \_\_\_\_\_

PROJECT DIMENSIONS: \_\_\_\_\_  
LENGTH WIDTH HEIGHT STORIES TOTAL SQUARE FOOTAGE

ESTIMATED COST OF CONSTRUCTION: \_\_\_\_\_ ESTIMATED COMPLETION DATE: \_\_\_\_\_

### UTILITY INFORMATION:

UTILITIES:  WATER  SEWER  SEPTIC TANK  ELECTRIC  GAS

DESIRED WATER TAP SIZE (IF APPLICABLE):  3/4"  1"  1 1/2"  2"  4"  6"

WILL THE STRUCTURE HAVE A FIRE SPRINKLER SYSTEM?  YES  NO

LIST GAS APPLIANCES: \_\_\_\_\_

SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.

**MARINE CONSTRUCTION:**

BODY OF WATER:  PENSACOLA BAY  SANTA ROSA SOUND  HOFFMAN BAYOU

WOODLAND BAYOU  GILMORE BAYOU

TYPE OF PROJECT  RETAINING WALL  SEAWALL  DOCK/PIER  BOATHOUSE

IF A DOCK/PIER/BOATHOUSE, WHAT IS THE LENGTH MEASURED FROM THE MEAN HIGH WATER LINE? \_\_\_\_\_

IF A DOCK/PIER/BOATHOUSE, WHAT IS THE TOTAL SQUARE FOOTAGE? \_\_\_\_\_

IF A COVERED BOATHOUSE, WHAT IS THE SQUARE FOOTAGE? \_\_\_\_\_

IF A DOCK/PIER/BOATHOUSE, WHAT IS THE DISTANCE FROM THE SIDE PROPERTY LINES TO THE CLOSEST POINT OF THE DOCK/PIER/BOATHOUSE?  
LEFT: \_\_\_\_\_ RIGHT: \_\_\_\_\_

IF A DOCK/PIER/BOATHOUSE, HOW IS PUBLIC ACCESS PRESERVED TO THE BEACH?  
\_\_\_\_\_

IF A DOCK/PIER/BOATHOUSE, IN WHICH SECTION OF THE SHORELINE IS IT LOCATED:

- |   |   |
|---|---|
| <input type="checkbox"/> NAVAL LIVE OAKS - BOB SIKES BRIDGE     | <input type="checkbox"/> BOB SIKES BRIDGE - SHORELINE PARK    |
| <input type="checkbox"/> SHORELINE - DEER POINT                 | <input type="checkbox"/> DEER POINT - ZAMARA CANAL            |
| <input type="checkbox"/> ZAMARA CANAL - PEAKE'S POINT           | <input type="checkbox"/> PEAKE'S POINT - PENSACOLA BAY BRIDGE |
| <input type="checkbox"/> PENSACOLA BAY BRIDGE - NAVAL LIVE OAKS | <input checked="" type="checkbox"/> INLAND BAYOU              |

IF A RETAINING WALL OR SEAWALL, WHAT IS THE DISTANCE FROM THE MEAN HIGH WATER LINE? 5'

WHAT IS THE VERTICAL HEIGHT OF THE RETAINING WALL OR SEAWALL? 4' SEAWARD 4' LANDWARD

ARE COPIES OF STATE AND FEDERAL PERMITS ATTACHED?  YES  NO

**POOL INFORMATION:**

POOL TYPE:  BELOW GROUND  ABOVE GROUND  SPA/HOT TUB

DIMENSIONS OF THE POOL: \_\_\_\_\_  
LENGTH WIDTH DEPTH

WILL THE POOL HAVE A SCREENED ENCLOSURE:  YES  NO

IF SO, WHAT ARE THE DIMENSIONS: \_\_\_\_\_  
LENGTH WIDTH HEIGHT

IS THE YARD FENCED?  YES  NO IF SO, WHAT IS THE HEIGHT: \_\_\_\_\_

I (we) acknowledge that a new swimming pool, spa/hot tub will be constructed or installed per the attached plans and specifications. I (we) hereby affirm that one of the following methods will be used to meet the requirements of F.S., Chapter 515: (1) the pool will be isolated from access to the home by an enclosure that meets the pool barrier requirements of F.S. 515.29; (2) the pool will be equipped with an approved safety pool cover that complies with ASTM F1346-91; (3) all doors and windows providing direct access from the pool will be equipped with an exit alarm that has a minimum sound pressure rating of 85 db at 10 feet; (4) all doors providing direct access from the home to the pool will be equipped with self-closing, self latching devices with release mechanisms placed no lower than 54" above the floor or deck. I (we) understand that not having one of the above installations when the pool is completed will constitute a violation of Chapter 515, F.S. and will be considered as committing a misdemeanor of the second degree, punishable by fines up to \$500 and/or up to 60 days in jail as established in Chapter 775, F.S.

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE

\_\_\_\_\_  
OWNER'S SIGNATURE



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager  
FROM:  David J. Szymanski, Assistant City Manager  
DATE: July 8, 2011

SUBJECT: Ordinance# 05-11. Final Public Hearing on Adoption of the Amendments to the Gulf Breeze Comprehensive Plan based on the City's adopted Evaluation and Appraisal Report.

The City needs to hold the final hearing on adoption of the amendments to the Gulf Breeze Comprehensive Plan based on the City's adopted Evaluation and Appraisal Report. The Gulf Breeze City Council directed staff to advertise a public hearing on June 20, 2011 at which time the Council approved on first reading the adopted EAR-based amendments. The Council also directed staff to advertise a second public hearing to be held on July 18, 2011 at which time the Council will adopted the EAR-based amendments by resolution on second reading and transmit the amendments to the Department of Community Affairs. The public hearings have been advertised in the Gulf Breeze News.

Staff has not attached the Goals, Objective and Policies, the Atlas Map, or the Objections, Recommendations and Comments Report because they are very large documents. These documents can be found on the front page of our web site under the title of: 2011 Copy of City of Gulf Breeze Comprehensive Plan.

**RECOMMENDATION: That the City Council hold the schedule July 18, 2011 for a second reading on the adopted EAR-based amendments and approve Ordinance# 05-11 at the second reading.**

## ORDINANCE 05-11

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN BASED ON THE CITY'S ADOPTED EVALUATION AND APPRAISAL REPORT, AND WHICH AMENDMENT INCLUDES CHANGES TO THE GOALS, OBJECTIVES AND POLICIES OF THE FUTURE LAND USE, TRANSPORTATION, HOUSING, INFRASTRUCTURE, CONSERVATION, COASTAL MANAGEMENT, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP SERIES AND TRANSPORTATION MAP SERIES; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature intends that local planning be a continuous and ongoing process; and

**WHEREAS**, the City Council adopted the Comprehensive Plan, Ordinance number 06-90 on September 4, 1990; and

**WHEREAS**, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

**WHEREAS**, the City Council, on April 5, 2010, held an advertised public hearing for the proposed Ordinance, which provided for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process, and transmitted the EAR-based Comprehensive Plan Amendments to the Department of Community Affairs on September 29, 2010 for comment; and

**WHEREAS**, The Department of Community Affairs (DCA) reviewed the EAR-based Comprehensive Plan Amendments, and issued its Objections, Recommendations and Comments (ORC) Report on November 29, 2010; and

**WHEREAS**, the City Council has reviewed the ORC Report, considered the amended EAR-based Comprehensive Plan and reviewed the response to the ORC Report at two duly advertised public hearings on June 20, 2011 and July 18, 2011, and determined that each

document has addressed all of the DCA comments, and the Council is now ready to adopt the EAR-based Comprehensive Plan.

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

**SECTION 1.** The City Council does hereby adopt the EAR-based Comprehensive Plan Amendments, attached hereto as Exhibit "A" (Volume I, Goals, Objectives and Policies) and Exhibit "B" (Volume II, Map Atlas) and incorporated by reference.

**SECTION 2. Conflicts.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 3. Severability.** If an Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 4. Effective Date.** The effective date of this Plan Amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendment in compliance, in accordance with Section 163.3184 Florida Statutes, whichever occurs earlier. No development orders, development permits, development agreements or land uses dependent on a part of this Plan Amendment may be issued or commence before the Plan Amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs. An adopted amendment whose effective date is delayed by law shall be considered part of the adopted plan until determined not to be in compliance by final order of the Administration Commission. Then, it shall no longer be part of the adopted plan unless the local government adopts a resolution affirming its effectiveness in the manner provided by law.

**FIRST READING and PUBLIC HEARING** this 20<sup>th</sup> day of June, 2011.

**SECOND READING and PUBLIC HEARING** this 18<sup>th</sup> day of July, 2011.

**PASSED and ADOPTED** by the City Council of Gulf Breeze, Santa Rosa County, Florida, on this \_\_\_\_ day of \_\_\_\_\_, 2011.

CITY OF GULF BREEZE, FLORIDA

\_\_\_\_\_  
Beverly H. Zimmern, Mayor

Attest:

\_\_\_\_\_  
Marita Rhodes, City Clerk



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

July 8, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: AWARD OF BID, CONSTRUCTION OF NEW COMMUNITY CENTER

At the May 2, 2011, meeting, the City Council established a budget of \$5.2 million for the Alternate Funding Project: Remodeling and Addition to the City's Community Center. Attached please find the bid tabulation sheet from this process. There were eleven (11) bids received from the sixteen (16) firms that reviewed plans.

The project was placed out to bid with ten (10) alternates. Alternates 1-7 and alternate 9 are deduct items and alternates 8 and 10 are additive items. Attached is a letter from Steve Jernigan of Bay Design, which elaborates further on the bid process and the alternates.

Staff agrees with Mr. Jernigan relative to bid alternates 1-7. Alternates 1-6 involve equipping both gyms and all four multipurpose rooms with audio-visual systems and drop down screens that would allow a presentation to be made with only a "plug in" memory device or a disk. We believe we can add this equipment to one or two of the multipurpose rooms over time as needed through the budget process.

Alternate 7 involves omission of the kitchen equipment. Staff and the architect believe we should not accept this alternate. Thus, the reasonable price provided by the low bidder for the kitchen equipment would be accepted.

We recommend accepting alternate 8 to have the contractor refinish the existing gym floor. Bay Design recommends not accepting this alternate. We just do not believe we would be able to secure a better price. To have both floors on the same finishing cycle would be helpful.

Staff and Bay Design recommend installing bleachers on both sides of the new gym in alternate 9 and we believe we should stay with the base bid on alternate 10 and install steel wall and roof panels.

As a result of the foregoing, Hewes and Company is the low bidder at \$6,276,275. Sharpe, Inc., is second with a bid of \$6,281,600.

Bay Design advises further that an "owner's contingency" of \$250,000 was included in each bid. None of this amount can be spent without City approval. In addition, we should realize about \$125,000 in savings through owner direct purchase of taxable items. Finally, we will receive a rebate of about \$75,000 from Gulf Power. Assuming only half of the "owner's contingency" is utilized and tax savings as noted are realized, the final cost for the project should be about \$5,900,000. In order to pay the complete cost of this project, the City Council will need to be willing to pay the difference from reserves.

Another course of action would be to reject these bids and work with Bay Design to prepare a new design.

The process of redesign would take several months. The features that have been included in this project were the result of extensive workshops and community input. The only way to effect a reduction in costs large enough to bring the project back to \$5.2 million would be to substantially reduce the "programs" the City established for this project.

We believe it makes more sense to award the bid to Hewes and Company for \$6,276,275 and authorize staff to make reductions in cost via direct purchase, owner's contingency and Gulf Power rebates as described.

**RECOMMENDATION:**

**That the City Council award the bid for construction and remodeling of the City's Community Center to Hewes and Company with bid alternates 1-6 and alternate 8 for a total cost of \$6,276,275.**

C.     **SUBJECT:     DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDATION: 11 TEE LIFT STATION REHABILITATION**

Reference:     Assistant Public Services Director memo dated April 19, 2011

**RECOMMENDATION:**

**That the City Council approve the 11 Tee Lift Station Rehabilitation to be awarded to Brown Construction of Northwest Florida for the amount of \$34,753.64.**

H.     **SUBJECT:     DISCUSSION AND ACTION REGARDING CONSTRUCTION BUDGET - COMMUNITY CENTER**

Reference:     City Manager memo dated April 21, 2011

**RECOMMENDATION:**

**That the City Council approve the final cost estimates for the Community Center provided by Bay Design and staff and establish a final budget of \$5.2 million for the project with funding from the original \$4,689,906 and savings from other projects on the alternate project list.**

Councilman Henderson moved for Consent Agenda Items A, B, C, and D. Councilman Morris seconded. The vote for approval of the Consent Agenda Items was 5 - 0.

**ACTION AGENDA ITEMS:**

J.     **NEW BUSINESS: DISCUSSION AND ACTION REGARDING EXTENSION OF TIME REQUEST FOR OLD FISHING BRIDGE FROM VIRGINIA WRECKING**

Reference:     City Manager verbal report

**RECOMMENDATION:**

**That the City Council approve the request by Virginia Wrecking to extend the date for substantial completion of the demolition of the fishing bridge to June 3<sup>rd</sup> and date for final completion to August 3<sup>rd</sup>.**



July 1, 2011

Mr. Ron Pulley  
Director of Parks and Recreation  
The City of Gulf Breeze  
800 Shoreline Drive  
Gulf Breeze, FL 32561

Re: Bid Award Recommendation – Community Center Addition and Renovations  
**Bids Received 30 June 2011**

Dear Mr. Pulley:

Attached find a Bid Tabulation of all bids received and a comparative analysis of the three lowest bids; including the base bid and the ten alternate bid items (with scope description of each alternate). As all received bids exceed the \$5,200,000 budget estimate there are several options available for the City's consideration.

**Option One:** Determine the lowest responsible bid, calculated by Base Bid only.

**Option Two:** Determine the lowest responsible bid, calculated by Base Bid combined with any selected Alternate or combination of Alternates.

Utilizing Option Two, we offer the following recommendation:

- The Audio/Visual systems **equipment and devices** in the two gyms and the four multipurpose rooms were bid as Deductive Alternates No. 1 thru No.6. The average bid deduct of ~ \$52,000 per room seems disproportionately costly relative to usefulness; thus we recommend accepting Deductive Alternates No.1 - No. 6.
- Deductive Alternate No. 7 is to omit the Kitchen/Concession equipment. With a bid deduct of ~\$32,000; we recommend not accepting this deductive alternate. The cost is reasonable and the equipment is necessary to the operation of the concession function.
- Alternate #8; is an Additive Alternate to refinish the existing gymnasium wood floor. With a bid add of ~\$10,000 we recommend not accepting this additive alternate. The existing floor remains functional and with a 'second' gymnasium in operation, this work could easily be scheduled and accomplished at a later date.

bay design associates architects, p.l.  
architecture + sustainability  
720 bayfront parkway  
Suite 200  
pensacola, florida 32502  
ring 850.432.0706  
fax 850.433.0508  
baydesign.com

florida certificate of authorization AA0003597

- Alternate No. 9, a Deductive Alternate omits the east side bleachers in the new gymnasium. With a bid deduct of ~\$17,000; we recommend not accepting this deductive alternate. With dual sided seating the new gymnasium will function as desired for spectators (volley ball and basketball), providing a total seating capacity of 466 (233 per side).
- Alternate No.10; an Additive Alternate to substitute aluminum roof and wall panels in lieu of the base bid steel panels. With a bid add of ~\$37,000 and understanding the desired warranty is available with the base bid steel panels we recommend not accepting this additive alternate.

Result and Cost of **Option One** (Base Bid Only):

- Sharpe: \$6,554,000 – low bid
- Hewes: \$6,590,000
- New: \$6,890,000

Result and Cost of **Option Two** AS RECOMMENDED (Base Bid + Alternates No. 1, 2, 3, 4, 5 & 6)

- Hewes: \$6,266,675 – low bid
- Sharpe: \$6,268,000
- New: \$6,642,000

Additionally we wish the Council to understand there are additional cost savings available irrespective of the bidders.

1. All Bids include an "Owner's Contingency" allowance of \$250,000. If directed by Council this contingency amount may be deducted by change order. However due to the complexities and unknowns of such a renovation we would recommend a contingency, amount to be determined, remain available for costs resulting from unforeseen conditions.
2. Via the Owner-Direct Purchase program there will be sales-tax savings estimated at ~\$125,000.
3. Savings Incentives from Gulf Power Company:
  - a. For "cool roof", incentives of \$.50 per square foot of roof area (estimated at 50,000 s.f. x .50 = \$25,000).
  - b. For geothermal HVAC equipment (incentives to \$500 per ton). We are currently awaiting Gulf Powers evaluation analysis of the proposed system.
  - c. For energy efficient lighting (incentives to \$.15 per square foot).  
The Gulf Power incentives (items 3a, 3b and 3c) could total \$75,000.

The total cost savings, as identified above, would be ~ \$450,000; thus in concert with Option Two and recommended Alternates the total construction cost could be reduced to ~ **\$5,816,675**. Additionally following contract award, the City and the Design Team will have opportunity to discuss and evaluate potential



Mr. Ron Pulley  
Director of Parks and Recreation  
The City of Gulf Breeze  
Re: Bid Award Recommendation – Community Center Addition and Renovations  
**Bids Received 30 June 2011**

July 1, 2011  
Page 3 of 3

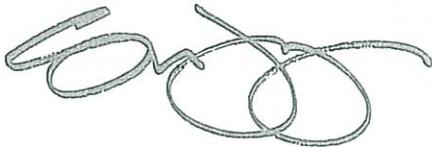
additional savings via "value engineering" with the selected General Contractor and the major subcontractors. This value engineering opportunity is not available absent a contract award.

**Option Three:** Reject all bids. Direct the design team to re-evaluate the Owners program and with Owner approval re-issue documents and re-bid the reduced scope facility (i.e. reduced quantity and/or quality). As there will be no opportunity to negotiate or discuss previous bid component costs with the rejected bidders, this re-bid option will require the Design team and the Owner to 'assume' value of items considered for deletion or reduction. Additionally this re-bid option will delay project commencement several months, as there will be time allotted for discussions with City administration, staff and Council to prioritize new program datum, followed by the re-issue of bid documents and re-bidding to contractors. Finally the low-bid contractors from the initial bid may not elect to participate in such a re-bid

In consideration of the three identified options, we recommend the City select Option Two (with our recommended Alternates) and proceed with award of Contract to Hewes & Company in the amount of \$6,266,675.

Please let us know if you have any questions. We look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Jernigan". The signature is fluid and cursive, with the first name being the most prominent.

Steve Jernigan, FAIA



**BID TABULATION**  
**JUNE 30, 2011**  
**GULF BREEZE CITY HALL**  
**COUNCIL CHAMBERS 2:00 P.M. CDT**

Community Center Addition and Renovations  
 Gulf Breeze, Florida

|  | Hewes & Co.           | Sharpe Inc.           | A.E. New, Jr. Inc.    |
|--|-----------------------|-----------------------|-----------------------|
| <b>BASE BID</b>  | <b>\$6,580,000.00</b> | <b>\$6,554,000.00</b> | <b>\$6,958,000.00</b> |
| <b>Alternate No. 1: DELETE</b> Audio/Visual Work associated with New Gymnasium (Room 116). 20 Speakers   | \$67,225.00           | \$62,600.00           | \$62,000.00           |
| <b>Alternate No. 2: DELETE</b> Audio/Visual Work associated with Existing Gymnasium (Room 001). 16 Speakers  | \$72,000.00           | \$62,400.00           | \$60,000.00           |
| <b>Alternate No. 3: DELETE</b> Audio/Visual Work associated with New Multipurpose Room #2 (Room 113). 6 Speakers   | \$42,000.00           | \$38,800.00           | \$47,000.00           |
| <b>Alternate No. 4: DELETE</b> Audio/Visual Work associated with New Multipurpose Room #1 (Room 104). 9 Speakers   | \$42,500.00           | \$39,400.00           | \$48,000.00           |
| <b>Alternate No. 5: DELETE</b> Audio/Visual Work associated with Existing Bldg Multipurpose Room #1- theatre (Room 004). 11 Speakers, 2 suspended microphones.   | \$47,000.00           | \$43,400.00           | \$51,000.00           |
| <b>Alternate No. 6: DELETE</b> Audio/Visual Work associated with Existing Building Multipurpose Room #2 (Room 016). 9 Speakers. In addition to speakers noted.   | \$42,600.00           | \$39,400.00           | \$48,000.00           |
| NOTE: Alternates No. 1 thru 6 includes one each:<br>AV Input, AV wall control, AV Rack, Microphone Input, Remote Antenna, Ceiling Mounted Video Projector, Ceiling or Wall Mounted Projection Screen.  |                       |                       |                       |
| <b>Alternate No. 7: DELETE</b> Food Service Equipment in Kitchen/Concession (Room 111). Hood w/ fans; Gas Range, Table, two Hand Sinks, Popcorn Machine, Microwave Oven, Work table with over shelf, Work table with under-shelf, Refrigerator, Freezer, Ice Maker with Bin, 3-Compartment Sink, Pot Rack, Under-counter dishwasher, | \$31,200.00           | \$30,700.00           | \$29,000.00           |
| <b>Alternate No. 8: ADD</b> Re-finish / re-stripe existing Gymnasium floor (Room 001) to match new Gymnasium   | \$9,600.00            | \$13,600.00           | \$10,000.00           |
| <b>Alternate No. 9: DELETE</b> Telescoping Stands on East side of New Gymnasium (Room 116)   | \$20,500.00           | \$17,200.00           | \$20,000.00           |
| <b>Alternate No. 10: ADD</b> "additional" cost aluminum roof panels and associated work above Base Bid cost for steel panel roof.  | \$37,000.00           | \$38,100.00           | \$76,000.00           |
| <b>Cumulative (Base Bid with ALL Alternates)</b>   | <b>\$6,261,575.00</b> | <b>\$6,271,800.00</b> | <b>\$6,679,000.00</b> |
| <b>Base Bid and Deduct Alternates (1-7, 9) Only</b>  | <b>\$6,214,975.00</b> | <b>\$6,220,100.00</b> | <b>\$6,593,000.00</b> |
| <b>Base Bid and Add Alternates (8, 10) Only</b>  | <b>\$6,626,600.00</b> | <b>\$6,605,700.00</b> | <b>\$7,044,000.00</b> |



BID TABULATION  
 JUNE 30, 2011  
 GULF BREEZE CITY HALL  
 COUNCIL CHAMBERS 2:00 P.M. CDT

Community Center Addition and Renovations  
 Gulf Breeze, Florida

| BIDDER                       | BID BOND | PUBLIC ENTITY CRIMES | ACK ADD 1-3 | PRE BID MTG | BASE BID       | ALT 1 (-)    | ALT 2 (-)   | ALT 3 (-)   | ALT 4 (-)   | ALT 5 (-)   | ALT 6 (-)   | ALT 7 (-)   | ALT 8 (+)   | ALT 9 (-)   | ALT 10 (+)   | BASE BID       | BASE BID + ALT | BASE BID - ALT | CUMULATIVE     |
|------------------------------|----------|----------------------|-------------|-------------|----------------|--------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|----------------|----------------|----------------|----------------|
| Roy Anderson Corp.           | X        |                      | X           | X           | \$7,261,000.00 | \$61,938.00  | \$59,607.00 | \$47,286.00 | \$48,285.00 | \$51,282.00 | \$47,952.00 | \$29,344.00 | \$9,728.00  | \$20,000.00 | \$41,484.00  | \$7,261,000.00 | \$7,312,212.00 | \$6,895,306.00 | \$6,946,518.00 |
| American Confr. & Trach.     | X        |                      | X           | X           | \$8,289,412.00 | \$41,938.00  | \$39,607.00 | \$47,286.00 | \$48,285.00 | \$51,282.00 | \$47,952.00 | \$29,344.00 | \$14,050.00 | \$30,000.00 | \$163,691.00 | \$8,289,412.00 | \$8,467,153.00 | \$7,923,718.00 | \$8,101,459.00 |
| Berkshire Johnstone LLC      |          |                      |             |             | No Bid         |              |             |             |             |             |             |             |             |             |              | No Bid         | \$0.00         | \$0.00         | \$0.00         |
| Carfers Const. Services Inc. | X        |                      | X           | X           | \$7,600,000.00 | \$66,000.00  | \$64,000.00 | \$51,000.00 | \$52,000.00 | \$55,000.00 | \$51,000.00 | \$31,600.00 | \$11,000.00 | \$18,000.00 | \$42,000.00  | \$7,600,000.00 | \$7,653,000.00 | \$7,211,400.00 | \$7,264,400.00 |
| DTE Inc.                     |          |                      |             | X           | No Bid         |              |             |             |             |             |             |             |             |             |              | No Bid         | \$0.00         | \$0.00         | \$0.00         |
| Green Simmons Co.            |          |                      |             | X           | No Bid         |              |             |             |             |             |             |             |             |             |              | No Bid         | \$0.00         | \$0.00         | \$0.00         |
| Greenhut Construction        | X        |                      | X           | X           | \$7,245,000.00 | \$119,796.00 | \$67,316.00 | \$38,291.00 | \$38,720.00 | \$43,120.00 | \$38,756.00 | \$30,444.00 | \$9,400.00  | \$20,000.00 | \$5,930.00   | \$7,245,000.00 | \$7,260,330.00 | \$6,848,555.00 | \$6,863,885.00 |
| Larry Hill Construction      | X        |                      | X           | X           | \$7,300,000.00 | \$41,000.00  | \$67,000.00 | \$38,000.00 | \$38,000.00 | \$43,000.00 | \$38,000.00 | \$29,300.00 | \$13,500.00 | \$30,000.00 | \$65,000.00  | \$7,300,000.00 | \$7,378,500.00 | \$6,965,700.00 | \$7,044,200.00 |
| Hewes & Co.                  | X        |                      | X           | X           | \$6,580,000.00 | \$67,225.00  | \$72,000.00 | \$42,000.00 | \$42,500.00 | \$47,000.00 | \$42,600.00 | \$31,200.00 | \$9,600.00  | \$20,500.00 | \$37,000.00  | \$6,580,000.00 | \$6,666,000.00 | \$6,216,975.00 | \$6,261,020.00 |
| Morette Co.                  | X        |                      | X           | X           | \$7,100,500.00 | \$66,700.00  | \$71,560.00 | \$40,700.00 | \$41,160.00 | \$45,840.00 | \$41,200.00 | \$31,190.00 | \$17,173.00 | \$21,260.00 | \$56,850.00  | \$7,100,500.00 | \$7,174,523.00 | \$6,740,890.00 | \$6,814,913.00 |
| A.E. New, Jr. Inc.           | X        |                      | X           | X           | \$4,938,000.00 | \$62,000.00  | \$60,000.00 | \$47,000.00 | \$48,000.00 | \$51,000.00 | \$48,000.00 | \$29,000.00 | \$10,000.00 | \$20,000.00 | \$76,000.00  | \$4,938,000.00 | \$5,044,000.00 | \$4,593,000.00 | \$4,679,000.00 |
| Shupe Inc.                   | X        |                      | X           | X           | \$6,554,000.00 | \$62,600.00  | \$62,400.00 | \$38,800.00 | \$39,400.00 | \$43,400.00 | \$39,400.00 | \$30,700.00 | \$13,600.00 | \$17,200.00 | \$38,100.00  | \$6,554,000.00 | \$6,602,000.00 | \$6,201,000.00 | \$6,271,000.00 |
| Terhoffer & Conley           | X        |                      | X           | X           | \$7,114,000.00 | \$42,800.00  | \$47,300.00 | \$38,300.00 | \$38,700.00 | \$43,100.00 | \$38,800.00 | \$29,300.00 | \$9,400.00  | \$20,100.00 | \$58,300.00  | \$7,114,000.00 | \$7,181,700.00 | \$6,775,600.00 | \$6,843,300.00 |
| T.L. Wallace Construction    | X        |                      | X           | X           | \$7,289,000.00 | \$67,567.00  | \$64,555.00 | \$51,025.00 | \$51,392.00 | \$54,885.00 | \$51,713.00 | \$31,973.00 | \$9,872.00  | \$17,224.00 | \$56,219.00  | \$7,289,000.00 | \$7,355,091.00 | \$6,898,688.00 | \$6,964,739.00 |
| R.D. Ward Construction       |          |                      |             | X           | No Bid         |              |             |             |             |             |             |             |             |             |              | No Bid         | \$0.00         | \$0.00         | \$0.00         |
| Wescor Corp.                 |          |                      |             | X           | No Bid         |              |             |             |             |             |             |             |             |             |              | No Bid         | \$0.00         | \$0.00         | \$0.00         |

BIDS OPENED BY:  
 BIDS WITNESSED BY:

EST  
 DATE  
 BID

ARCHITECT:

APPARENT LOW BIDDER(S) WILL BE NOTIFIED TO SUBMIT LIST OF SUBCONTRACTORS NOT LATER THAN 11:00 A.M. CDT JULY 1, 2011 TO CITY CLERK, CITY OF GULF BREEZE. DEPENDING ON ALTERNATE BID ITEMS AWARDED BY THE CITY, THE LOW BIDDER MAY NOT BE DETERMINED IMMEDIATELY.

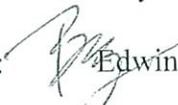


# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

July 8, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **RENEWAL OF SCHOOL RESOURCE OFFICER AGREEMENT**

The City and Santa Rosa County School District have enjoyed a mutually beneficial arrangement over many years involving placement of Police Officers at Gulf Breeze High and Middle Schools. The City pays 50% of the costs and the School District pays 50%. Attached is an agreement renewing this arrangement for the 2011-2012 school year. Via this agreement, the City will pay \$65,392 and the School District will pay the same to place an SRO at GBHS and GBMS. These officers will also assist with activities at Gulf Breeze Elementary School.

**RECOMMENDATION:**

**That the City Council approve the renewal of the School Resource Officer Agreement with Santa Rosa County School District for 2011 - 2012.**

## Attachment A

(SRO agreement between Santa Rosa County School District and Gulf Breeze Police Department)

Peter Paulding [paulding@ci.gulf-breeze.fl.us]  
Hinote, Clifton  
Re: FW: Ref: School Resource Officers

Thanks so much for your time this morning on the phone. We are anticipating a continuation of no pay raises for the coming fiscal year and anticipate our personnel costs to be slightly reduced. The amount of funds requested this year to pay the 50% of the costs for our school resource officers is \$65, 391.56. That is slightly less than last year and reflects the change in personnel assigned to the schools. Please let us know as soon as possible how this is received as we are about to prepare our FY2012 budget and the information is critical to that effort.

Thanks so much.

If there are any questions, please call me at 934-5121 (work) or 232-9713 (cell)

Chief Peter Paulding

On 4/18/2011 3:24 PM, Hinote, Clifton wrote:

Clifton L. (Buddy) Hinote  
Director of High Schools  
Santa Rosa County Schools

**From:** Hinote, Clifton  
**Sent:** Tuesday, April 12, 2011 1:39 PM  
**To:** 'paulding@ci.gulf-breeze.fl.us'  
**Subject:** Ref: School Resource Officers

Mr. Paulding,

My name is Buddy Hinote and I will be the person responsible for the S.R.O. Program this year. I've had numerous discussions with Conni Carnley and she has advised me to contact you in reference to the SRO program at GBHS and GBMS. We need to review the agreement between the GBPD and the SRCSB. Also, we need to initiate discussion concerning costs for the 2011-12 school year. At your convenience, please call me at 850-983-5055 to discuss these matters. Thanks for all you do to coordinate this valuable program.

Clifton L. (Buddy) Hinote  
Director of High Schools  
Santa Rosa County Schools

# SCHOOL RESOURCE OFFICER AGREEMENT

AGREEMENT is made this the 1st day of July, 2011 by and between the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the CITY OF GULF BREEZE as follows:

## WITNESSETH:

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to purchase from the GULF BREEZE POLICE DEPARTMENT and the GULF BREEZE POLICE DEPARTMENT agrees to provide for the SCHOOL DISTRICT OF SANTA ROSA COUNTY and to manage a School Resource Officer (SRO) Program in the SCHOOL DISTRICT OF SANTA ROSA COUNTY consisting of two (2) full time School Resource Officers, their vehicles, supplies and equipment and the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for its expenses in providing the said SRO Program as described in attachment "A"; and

WHEREAS the SCHOOL DISTRICT OF SANTA ROSA COUNTY and the GULF BREEZE POLICE DEPARTMENT desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SROs in the SCHOOL DISTRICT OF SANTA ROSA COUNTY;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 Goals and Objectives** – It is understood and agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY and GULF BREEZE POLICE DEPARTMENT officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
- 1.1** To foster educational programs and activities that will increase student's knowledge of and respect for the law and function of law enforcement agencies;
  - 1.2** To encourage SROs to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
  - 1.3** To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
  - 1.4** To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;

- 1.5 To cooperate with other law enforcement officials in their investigations of criminal offenses which occur off campus; and
- 1.6 To encourage SROs to coordinate traffic control and crossing guards at schools when deemed necessary for the safety and protection of students and the general public when the regular traffic control officer or crossing guard is absent.

## **2.0 Employment and Assignment of School Resource Officers**

- 2.1 The GULF BREEZE POLICE DEPARTMENT agrees to employ 2 School Resource Officers (SROs) during the term of this agreement. The SROs shall be employees of the GULF BREEZE POLICE DEPARTMENT and shall be subject to the administration, supervision and control of the GULF BREEZE POLICE DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
- 2.2 The GULF BREEZE POLICE DEPARTMENT agrees to provide and to pay the SROs salary and employment benefits in accordance with the applicable salary schedules and employment practices of the GULF BREEZE POLICE DEPARTMENT, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. The SROs shall be subject to all other personnel policies and practices of the GULF BREEZE POLICE DEPARTMENT except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.
- 2.3 The GULF BREEZE POLICE DEPARTMENT, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs. THE GULF BREEZE POLICE DEPARTMENT shall hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
- 2.4 The SROs shall be assigned by the GULF BREEZE POLICE DEPARTMENT as follows:
  - 2.41 One shall be assigned to the Gulf Breeze High School
  - 2.42 One shall be assigned to the Gulf Breeze Middle School

Total Assigned (2)
- 2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the GULF BREEZE POLICE DEPARTMENT and the principal of the school to which the SRO is assigned.

### **3.0 Duty Hours**

- 3.1** The maximum number of hours that a SRO officer shall be on duty in a workweek shall be 40 hours. Specific SRO duty hours at a particular school shall be set by mutual agreement between the SCHOOL DISTRICT OF SANTA ROSA COUNTY, at the direction of the Superintendent, his designee, or the Principal of the school to which the officer is assigned, and the GULF BREEZE POLICE DEPARTMENT, by the Officer in charge of the SRO Program.
- 3.2** The SROs shall be on duty at their respective school(s) from 30 minutes before the beginning of the student instructional day until 30 minutes after the end of the students' school day unless modified by the mutual agreement between the GULF BREEZE POLICE DEPARTMENT and the SCHOOL DISTRICT OF SANTA ROSA COUNTY by the Superintendent, his designee or the Principal.
- 3.3** It is understood and agreed that time spent by SROs attending court, or working juvenile and/or criminal cases arising from their employment, as an SRO shall be considered as hours worked under the Agreement.
- 3.4** Compensatory Time:
1. The SRO shall earn compensatory time in accordance with the provisions of Article XV, Section 5 of the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police.
  2. All earned compensatory time shall be based upon the assignment of the Principal and Police Chief.
  3. Except in cases of an emergency nature, the extra-curricular assignment is to be made prior to the accrual of the compensatory time.
  4. Compensatory time will be used on school holidays observed by school board instructional personnel.
  5. All SRO compensatory time shall be used by the SRO prior to the last day of post-planning of each school year, if time permits.
  6. It shall be the responsibility of the Principal of the primary school to minimize the assignment of extra-curricular activities to the extent for which all compensatory time can be awarded and used by the SRO prior to the end of post planning, if time permits.

### **4.0 Basic Qualifications of School Resource Officers (SROs) – To be an SRO, an officer must first meet all of the following basic qualifications:**

- 4.1** Shall be a commissioned officer and should have one year of law enforcement experience;

- 4.2 Shall complete the 40 hour basic SRO course prior to, or as soon as possible after assignment;
- 4.3 Shall possess a sufficient knowledge of the applicable Federal and State laws. City and County ordinances, Santa Rosa County School Board, and the State of Florida Department of Education polices and regulations;
- 4.4 Shall be capable of conducting in depth criminal investigations;
- 4.5 Shall possess even temperament and set a good example for students; and
- 4.6 Shall possess communication skills, which would enable the officer to function effectively within the school environment.

**5.0 Duties of School Resource Officers**

- 5.1 To protect lives and property for the citizens and public school students of the county;
- 5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;
- 5.3 To investigate criminal activity committed on or adjacent to school property;
- 5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the Principal or the Principal's designee or by the parents of a student;
- 5.5 To answer questions that students may have about Florida Criminal or juvenile laws;
- 5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;
- 5.7 To coordinate security for special school events or functions, such as athletic events and PTA meetings, at the request of the Principal or the Superintendent or his designee; and
- 5.8 To coordinate traffic control during the arrival and departure of students.

## **6.0 Chain of Command**

- 6.1** As employees of the GULF BREEZE POLICE DEPARTMENT, SROs shall follow the chain of command as set forth in the GULF BREEZE POLICE DEPARTMENT Policies and Procedure Manual.
- 6.2** In the performance of their duties, SROs shall coordinate and communicate with the Principal or the Principal's designee of the school to which they are assigned.

## **7.0 Training/Briefing**

- 7.1** Training sessions will be conducted to provide SROs with appropriate in-service training such as updates in the law and in-service firearm training. The SCHOOL DISTRICT OF SANTA ROSA COUNTY also may provide training in Board of Education Policies, regulations and procedures.

## **8.0 Dress Code** – SROs shall be provided by the GULF BREEZE POLICE DEPARTMENT and required to wear a departmental issued uniform.

## **9.0 Supplies and Equipment** – The GULF BREEZE POLICE DEPARTMENT agrees to provide each SRO with the following equipment:

- 9.1** Motor vehicles. The GULF BREEZE POLICE DEPARTMENT shall provide a marked patrol vehicle for each SRO. In addition, the GULF BREEZE POLICE DEPARTMENT agrees to:
  - 9.11** maintain the vehicles assigned to SROs;
  - 9.12** pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicles; and
  - 9.13** purchase and maintain comprehensive general auto liability insurance on the said vehicles in an amount not less than the coverage recommended by the Risk Manager for the County.
- 9.2** Weapons and ammunition. The GULF BREEZE POLICE DEPARTMENT agrees to provide the standard issue pistol and rounds of ammunition for each SRO.
- 9.3** Each SRO will be furnished a workplace in the assigned school that will include access to a phone, desk, and space for closet storage.

## **10.0 Transporting Students**

- 10.1** It is agreed that SROs shall not transport students in the vehicles except:
  - 10.11** when the students are victims of a crime, under arrest, picked up as truants, or some other emergency circumstances exist; and

**10.12** when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.

**10.2** If circumstances require that the SRO transport a student, then the school officials may provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

**10.3** If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

**10.4** Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. SROs shall not transport students in their personal vehicles.

**10.5** SROs shall notify the School Principal before removing a student from campus.

**11.0 Investigation, Interrogation, Search and Arrest Procedures** – The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

**11.1 Interrogation Procedures.** In the event a serious crime (as defined below) is committed at school or at a school activity, the Principal, Assistant Principal or Principal's designee with the assistance of the SRO should:

**11.11** Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the SCHOOL DISTRICT OF SANTA ROSA COUNTY. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.

**11.12** Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect

shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney, or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.

**11.13** If a juvenile student is detained, placed in custody or arrested, the student must be advised prior to further questioning by a SRO:

**11.131** That he/she has the right to remain silent;

**11.132** That anything he/she says can be used against him/her in a court of law;

**11.133** That he/she has a right to have a parent, guardian or custodian present during questioning;

**11.134** That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;

**11.135** That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and

**11.136** That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.

**11.137** That if the suspect is under 14 years of age, the child's parent, guardian, or custodian shall be contacted and invited to be present during the interview and the accused shall be advised of his/her rights as set forth in STATUTE.

**11.138** That if the student is 14 years of age or older, he/she must be advised of his/her rights, but the presence of the student's parent, guardian, custodian or attorney may be waived by the student.

## 11.2 Search Procedures

**11.21** If the school official has reasonable grounds for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When weapons are involved the SRO may assist with the search in order to protect the safety of all persons involved in the search. If the search uncovers evidence of criminal misconduct, the evidence shall be held for, or turned over to the SRO.

**11.3 Reporting of Serious Crimes** – If the investigation uncovers evidence of a serious crime as defined in STATUTE and SCHOOL DISTRICT OF SANTA ROSA COUNTY administrative regulations, the school administrator shall notify the SRO, the student's parent/guardian and the appropriate assistant superintendent.

## 11.4 Arrest Procedures – School Related Crimes

**11.41** Juveniles. When a SRO arrests or takes a juvenile under the age of 16 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

**11.411** Divert the juvenile from court by:

**11.4111** Release

**11.4112** Counsel and release

**11.4113** Release into the custody of the juvenile's parent, guardian or custodian

**11.4114** Referral to teen court or juvenile civil citation

Formal Arrest

**11.4121** File request for order to take into custody

**11.4122** Immediately take the juvenile into custody as allowed or required by law

**11.42** Student over 16 years of age. When a SRO arrests or takes a person over the age of 16 into custody, he/she shall select the course of action, which is appropriate under the circumstances and meets the immediate needs of the school.

**11.43** If circumstances permit, the SRO and Principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the Principal at that time.

**11.44** In the event of an arrest the student's parent(s) or guardian should be notified as soon as possible.

**11.6 Investigation and Arrest Procedures –Other Crimes Committed off campus.**

**11.61 Investigations Involving Students Under Age 14**

**11.611** As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.

**11.612** If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

**11.6121** The officer shall contact the school Principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

**11.6122** The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school unless said parent or guardian is a suspect

**11.6123** Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

**11.6124** No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney consent;

**11.6125** The officer, Principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and

**11.6126** As a general rule, school official should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

**11.62 Investigations Involving Students 14 Years of Age or Older**

**11.621** SROs and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours

**11.622** The SRO or investigating officer should contact the school Principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;

- 11.623** The SRO or investigating officer and the Principal shall mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.624** The SRO or investigating officer shall make a reasonable effort to notify the student's parents or guardians and to offer them the opportunity to be present during the interrogation;
- 11.625** Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect;
- 11.626** As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

**12.0 Bomb Threats** – School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see SCHOOL DISTRICT OF SANTA ROSA COUNTY Emergency Procedures Manual). In all cases, such incidents shall be reported by the principal to the area assistant superintendent and to the SRO.

### **13.0 Controlled Substances**

- 13.1** School officials shall notify the SRO in all cases involving the possession, sale or distribution of controlled substances at school or school activities.
- 13.2** Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.
- 13.3** If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should take action as allowed by Florida Statute. Such action may include, arrest, filing a juvenile petition or seeking a criminal warrant. However, the decision to initiate an arrest, juvenile petition or criminal warrant will be the discretion of the SRO.

### **14.0 Weapons**

- 14.1** In the event that any weapon as described in FSS 790.001 is located or suspected to be in the possession of anyone on school campus the SRO shall be notified immediately.

- 14.2** If there is probable cause to believe that a student or any other person is in possession of a weapon on or near a school campus the SRO shall take action as set forth by Florida law, Department policy and School board policy.

## **15.0 Riots and Civil Disorders**

- 15.1** In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.
- 15.2** If, in the opinion of the principal and SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the Superintendent and the appropriate grade level director.
- 15.3** The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.
- 15.4** If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.
- 15.5** The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime, as allowed by Florida state statute within their jurisdiction.

## **16.0 Access to Education Records**

- 16.1** School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information.
- 16.2** SRO's shall also have access to student information including but not limited to demographics, grades, attendance and discipline.
- 16.3** This section subject to the Interagency Agreement for sharing of information.

- 17.0 Term of Agreement** – The term of this agreement is one year commencing on July 1, 2011 and ending on June 30, 2012 The Agreement shall be renewed and extended annually for additional and successive one year terms unless notice of non renewal is given by either party, in writing, prior to June 30th of the initial or any succeeding term.

## **18.0 Consideration**

- 18.1** For and in consideration of the GULF BREEZE POLICE DEPARTMENT providing the SRO Program as described herein, the SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to reimburse the GULF BREEZE POLICE DEPARTMENT for the amount specified in Attachment "A". The amount specified in Attachment "A" is fifty percent of each officer's salary and benefits. Said amount is derived from the Collective Bargaining Agreement by and between the City of Gulf Breeze, Florida and the Florida State Lodge of the Fraternal Order of Police and may vary annually in accordance with the provisions that agreement.
- 18.2** The said compensation shall be paid by the SCHOOL DISTRICT OF SANTA ROSA COUNTY to the GULF BREEZE POLICE DEPARTMENT annually.

## **19.0 Indemnification**

- 19.1** The GULF BREEZE POLICE DEPARTMENT agrees to hold the SCHOOL DISTRICT OF SANTA ROSA COUNTY its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers or the SRO Program.
- 19.2** The SCHOOL DISTRICT OF SANTA ROSA COUNTY agrees to hold the GULF BREEZE POLICE DEPARTMENT its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the School District's employees or the School District's programs.

- 20.0 Evaluation** – It is mutually agreed that the SCHOOL DISTRICT OF SANTA ROSA COUNTY shall evaluate annually the SRO Program and the performance of each SRO on forms developed jointly by the parties. It is further understood that the SCHOOL DISTRICT OF SANTA ROSA COUNTY'S evaluation of each officer is advisory only and that the GULF BREEZE POLICE DEPARTMENT retains the final authority to evaluate the performance of the SROs.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS Operations Agreement to be executed the day and year first written above. The parties affirm they have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

SANTA ROSA COUNTY SCHOOL BOARD

Signature: \_\_\_\_\_

Type Name and Title: Timothy S. Wyrosdick, Superintendent of Schools

Date: \_\_\_\_\_

CITY OF GULF BREEZE AUTHORIZING OFFICIAL

Signature: \_\_\_\_\_

Type Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF GULF BREEZE IMPLEMENTING AGENCY REPRESENTATIVE

Signature: \_\_\_\_\_

Type Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Gulf Breeze

## MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER

FROM:  CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 6, 2011

**SUBJECT: THRIFT STORES AND DONATION SITES**

Last week, staff received an inquiry from a real estate company about possibly locating a donation site at the old BP Station at 801 Gulf Breeze Parkway. We indicated that the location was within the newly created Central Business Overlay District and that any type of business that had outside storage associated with it would not be allowed. The caller begrudgingly accepted the answer. He asked if they converted the old carwash into a storage building would the use then be allowed. We further explained that the newly created district also prohibited second-hand dealers, consignment shops and warehouses and that the donation site would be similar in nature and it would not be an appropriate use.



Since the Gateway and Central Business Overlay Districts contain specific language that prohibit second-hand dealers, consignment shops and warehouses it might be helpful to list thrift stores and donation drop off sites as well, as they are similar type uses.

***RECOMMENDATION: THAT THE CITY COUNCIL DECLARE A MORATORIUM ON THRIFT STORES AND DONATION DROP OFF SITES IN THE GATEWAY OVERLAY DISTRICT AND THE CENTRAL BUSINESS OVERLAY DISTRICT AND DIRECT STAFF TO PREPARE AN ORDINANCE INCORPORATING THE AFOREMENTIONED CHANGE.***



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

**Memo**

**To:** Mayor and City Council

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

**Date:** 6/24/2011

**Subject: Payment of Wastewater Impact Fees, Pensacola State College (PSC)**

Pensacola State College is beginning the construction of a South Santa Rosa Campus this summer in the Midway area. The campus will be a customer of SSRUS for wastewater. PSC has also agreed to work with the City on reuse and they will be a considerable natural gas customer. Administrators from PSC have requested the City consider a waiver or discount of wastewater impact fees.

Staff proposes the following:

First Phase Wastewater Impact Fees

|  |          |
|--|----------|
| 7.8 x \$5200<br>(7.8 equivalent residential units based<br>on fixture count) | \$40,560 |
| <hr/>  |          |
| PSC Pays 50%   | \$20,280 |
| Gas Fund Pays 25%  | \$10,140 |
| SSRUS Discount 25%<br>(In return for reuse benefits)                         | \$10,140 |
| <hr/>  |          |
|  | \$40,560 |

Payment of 25% of the cash outlay from the gas fund reflects the industrial nature of the expected gas use by this customer. Currently we only have a residential type credit or rebate program to use as an incentive. We want to encourage PSC to use gas in their future expansions.

The benefit of collaboration with PSC on reuse will be wells on PSC property to supplement the reuse system during dry periods and use of effluent on undeveloped property during wet periods.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE PAYMENT OF WASTEWATER IMPACT FEES FOR PHASE ONE OF THE CONSTRUCTION OF THE PENSACOLA STATE COLLEGE SOUTH SANTA ROSA COUNTY CAMPUS WITH 25% OF THE \$40,560 TOTAL FROM THE CITY'S NATURAL GAS FUND AND 25% FROM THE SSRU FUND. PSC WILL PAY THE BALANCE.**



# PENSACOLA STATE COLLEGE

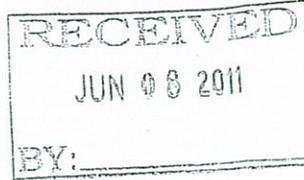
Office of the President

Pensacola State College  
1000 College Boulevard  
Pensacola, FL 32504-8998

850-484-1700  
Fax 850-484-1840

www.pensacolastate.edu

June 7, 2011



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

Subject: Pensacola State College's South Santa Rosa Center

Dear Mr. Eddy:

As you know, Pensacola State College is in the process of constructing our newest location in Santa Rosa County. Our Board of Trustees is very excited about our opportunity to further and more conveniently serve the citizens in the South Santa Rosa County area. We will begin offering classes at this location along Highway 98 and Nantahala Road in January 2012.

In our efforts to be fiscally responsible and put every dollar possible into this educational facility, we respectfully request a waiver of the sewer tap fee requirement. While we realize this is a substantial request, we feel it is reasonable since we will have a significant natural gas use in this initial building and we have agreed to use reclaimed water for all of our irrigation requirements. While we still have connections to the water system for irrigation, use will only be required during times of drought. The approximately 36,000 square foot facility has two science labs with gas service, a gas fired boiler, and a gas fired generator.

Once again, due to the significant use of natural gas and reclaimed water use at Pensacola State College's South Santa Rosa Center, we are requesting a waiver of the sewer tap fee requirement for the facility, in return for our long-term usage of both natural gas and reclaimed water from the City of Gulf Breeze.

If you have any questions or would like additional information, please do not hesitate to contact either myself or our Director for Facilities Planning and Construction, Ms. Diane Baxter, at 484-1175 or [dbaxter@pensacolastate.edu](mailto:dbaxter@pensacolastate.edu).

Thank you for your consideration. We look forward to hearing from you.

Sincerely,

Ed Meadows  
President



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

July 8, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: BUDGET WORKSHOPS

The City Council directed the City Manager to prepare a budget for the City of Gulf Breeze for the fiscal year 2012. The City Council also directed the City Manager to conduct budget workshops with the City Council members and the public to develop a budget for the fiscal year 2012.



# City of Gulf Breeze

## Memorandum

**To:** Edwin A. Eddy, City Manager  
**From:**  David J. Szymanski, Assistant City Manager  
**Subject:** Establishment of Proposed Millage Rate for Notification To Property Appraiser  
**Date:** July 8, 2011

“TRIM” (Truth in Millage) requirements specify that the City must notify the Property Appraiser of the City’s proposed millage rate by Thursday, August 4, 2011. In addition, The City must also advise the Appraiser of the “rolled-back rate”, “maximum millage” rate and the date and time of the Tentative Budget Hearing.

For Property Appraiser notification purposes, staff recommends using 1.90 as the proposed millage rate to be used, this enables the City the option to either adopt that rate, or some lower rate at the Budget Hearing. The “roll-back rate” is 1.916. If the Council elects to adopt a millage rate of 1.90 or less, then no special notification of property owners is necessary. However, if the millage rate specified in the mailed notice is lower than what is finally adopted, then the City is required to provide mailed notice to each property owner.

The City must also provide the Property Appraiser with a date, time and place for the Tentative Budget Hearing. The Resolution for Tentative Ad Valorem and Budget adoption will be presented to the Council at the Special City Council Meeting on September 14th with the adoption of the resolution on the recommended September date as described below:

Trying to balance meeting schedules with this years “TRIM” requirements has proven to be a somewhat of a challenge. The City cannot hold our required Public Meeting on the same dates as the County or School Board. The County has chosen to hold their hearings on September 6th and September 19th. The School Board holds their final meeting on September 8th. In the past, the City has tried to hold the millage and budget public hearing on the same dates as published City Council Meeting dates. The County dates conflict with our holiday published meeting date of September 6th and our regular scheduled meeting of Monday September 19th. Without adding any additional Council meeting to the month of September, staff would like to make: 1) the Executive Meeting of September 14<sup>th</sup> a special meeting for the Tentative Budget Hearing and 2) move the scheduled Council meeting on Monday, September

19<sup>th</sup> to Tuesday, September 20<sup>th</sup> for the final budget hearing and regular Council meeting.

**RECOMMENDATION:** That the City Council establish 1.9 mills, as the millage rate to be provided to the Property Appraiser for notification to property owners to accomplish "TRIM" requirements. That the Tentative Budget Hearing date for adopting the Resolution for Tentative Ad Valorem and Budget be set for a special meeting Wednesday, September 14, 2011, 6:30 pm at Gulf Breeze City Hall. And that the Council set Tuesday, September 20, 2011, 6:30 pm at Gulf Breeze City Hall as the date for the final millage, budget public hearing.



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager  
FROM:  David J. Szymanski, Assistant City Manager  
DATE: July 8, 2011  
SUBJECT: Land Design Innovations Acquired by Littlejohn Engineering Associates

On January 1, 2011, Land Design Innovations, Inc (LDI) was acquired by Littlejohn Engineering Associates, Inc. (LEA). LDI has been operating as a wholly owned subsidiary of LEA since January 2011. LDI is now dissolving the subsidiary and all personnel, equipment and contracts will be absorbed by LEA.

The City of Gulf Breeze has been doing business with LDI since early 2006. LDI has completed a number of important projects for the City, among them are: the Community Redevelopment Master Plan Update, the Community Redevelopment Design Guidelines, the Community Redevelopment Urban Design Standards, the Florida Department of Transportation Highway Beautification Grant, and currently conducts Development Reviews for the City on an as needed basis.

It is the periodic Development Review work that needs to be addressed. Staff recommends that because of the great working relationship with LDI, that the City enter into a new contract with Littlejohn Engineering Associates for Development Review work on an as needed basis.

**RECOMMENDATION: That the City Council direct staff to solicit a new contract from Littlejohn Engineering Associates for Development Review Services on an as needed basis and authorize the Mayor to enter into and sign the contract.**



**STATE OF FLORIDA**

**PAM BONDI  
ATTORNEY GENERAL**

June 16, 2011

Chief Peter R. Paulding  
Gulf Breeze Police Department  
311 Fairpoint Drive  
Gulf Breeze, Florida 32561-4207

Dear Chief Paulding:

The Office of the Attorney General, Bureau of Advocacy and Grants Management, is pleased to inform you that the Gulf Breeze Police Department will be awarded a Victims of Crime Act (VOCA) grant in the amount of \$30,574 for the 2011/2012 funding cycle. Your agency is being awarded this grant in recognition of your commitment to providing services to crime victims in your community.

You will be receiving a letter from Christina Harris, Bureau Chief of Advocacy and Grants Management, with administrative instructions on this grant in the very near future. Thank you for your continuing efforts to provide assistance to victims of crime.

Sincerely,

Pam Bondi

PB:bls



## Commission for Florida Law Enforcement Accreditation, Inc.

3504 Lake Lynda Drive, Suite 380 ~ Orlando, FL 32817  
(800) 558-0218 ~ (407) 897-2828 ~ Fax (407) 275-4174

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June 30, 2011

Chief Peter R. Paulding  
Gulf Breeze Police Department  
311 Fairpoint Drive  
Gulf Breeze, FL 32561

Dear Chief Paulding:

Congratulations!

We are pleased to inform you Gulf Breeze Police Department has met the required standards to become reaccredited by the Commission for Florida Law Enforcement Accreditation.

Your reaccredited status is official as of this date and will remain in effect for a period of three years. Compliance with any future standards approved by the Commission that may be applicable to your department is part of maintaining your accredited status.

You and your agency are to be commended for your continued diligence, professionalism, and commitment in maintaining this highest recognition among Florida's law enforcement community.

We look forward to working with you and your agency in your continuous pursuit of excellence. On behalf of the Commission, we extend our thanks for your participation and congratulations on a job well done!

Sincerely,

Dean Register  
Executive Director

G. Keith Cary  
Chairperson