

**GULF BREEZE CITY COUNCIL
AMENDED EXECUTIVE SESSION**

SEPTEMBER 14, 2011
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

SPECIAL MEETING: PUBLIC HEARING REGARDING:

**RESOLUTION NO. 11-11: Establishing a Tentative Millage Rate of 1.90 Mills
RESOLUTION NO. 12-11: Adopting Tentative Budget for Fiscal Year 2012**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Development Review Board Referral of Sept. 7, 2011
Rick Richardson - 103 Beach Drive
Request to Construct an Upland Vinyl Retaining Wall on
His Property
- B. Discussion and Action Regarding Ordinance No. 11-11, Increasing the Communications
Services Tax Rate
- C. Discussion and Action Regarding Ordinance No. 12-11, Municipal Utility Service Tax
- D. Discussion and Action Regarding Ordinance 13-11, Electronic Reader Boards
- E. Discussion and Action Regarding Renewal of Victim of Crime Grant (VOCA)
- F. Discussion and Action Regarding Police Car Replacement
- G. Discussion and Action Regarding Request for Qualifications for Standby Disaster
Administration Assistance
- H. Discussion and Action Regarding Update on Community Center Construction
- I. Discussion and Action Regarding City of Gulf Breeze Master Planning Consultant
- J. Discussion and Action Regarding Maintenance of Landscaping, FDOT Grant
- K. Discussion and Action Regarding Bonus for City Employees
- L. 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.

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

SEPTEMBER 14, 2011
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Adoption of Resolution No. 11-11, Establishing a Tentative Millage Rate of 1.90 Mills and Resolution No. 12-11, Adopting the Tentative Budget for Fiscal Year 2012 **(PUBLIC HEARING)**
- B. Discussion and Action Regarding Development Review Board Referral of Sept. 7, 2011
Rick Richardson - 103 Beach Drive
Request to Construct an Upland Vinyl Retaining Wall on
His Property
- C. Discussion and Action Regarding Ordinance No. 11-11, Increasing the Communications Services Tax Rate
- D. Discussion and Action Regarding Ordinance No. 12-11, Municipal Utility Service Tax
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The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: September 08, 2011

SUBJECT: ADOPTION OF RESOLUTION NO. 11-11, ESTABLISHING
A TENTATIVE MILLAGE RATE OF 1.90 MILLS AND
RESOLUTION NO. 12-11, ADOPTING THE TENTATIVE
BUDGET FOR FISCAL YEAR 2012.

The Council will hold the first of two Public Hearings on property tax millage rate and the City's budget at its Special Council Meeting on Wednesday, September 14, 2011 at 6:30 p.m.. At the public meeting the Council will receive comments from the public about the proposed millage rate and the proposed budget. After receiving public comment, Council will adopt the resolution setting tentative millage rate and then the resolution adopting the City's tentative budget. The second Public Hearing on the millage rate and the City's budget is set for a rescheduled City Council Meeting on Tuesday, September 20, 2011 at 6:30 p.m.. Attached is the resolution for the tentative millage rate and the budget resolution.

RECOMMENDATION:

That Council adopt Resolution No. 11-11 setting the tentative millage rate for Fiscal Year 2011 and adopt Resolution No. 12-11 containing the tentative budget for fiscal year ending September 30, 2011.

RESOLUTION NO. 11-11

**A RESOLUTION TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX
FOR THE CITY OF GULF BREEZE FOR 2011; PROVIDING AN
EFFECTIVE DATE.**

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

SECTION 1:

An ad valorem tax of 1.90 mills is tentatively levied for 2011 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2011 tentative ad valorem tax rate of 1.90 mills constitutes a -0.85% decrease from the Rolled-Back Rate (1.9163) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law. The ad valorem tax levy provided for herein shall not become final until a resolution levying the tax is adopted at a subsequent public hearing.

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk

RESOLUTION NO. 12-11

A RESOLUTION TO BE ENTITLED:

A RESOLUTION TENTATIVELY ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011, REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION 1:

That the appropriation hereinafter made are based on the estimates contained in the Budget, as indexed, submitted by the City Manager, as afterwards revised, approved and adopted by the City Council for the payment of the expenses of the City Government and all Departments of the City, and on account of the bonded indebtedness, as the same as set forth in said Budget so adopted, copies of which are on file in the Office of the City Manager, and to which reference may be made;

That said budget summarized as to estimated revenues, transfers and appropriations for fund is set forth herein;

That there is estimated there will received and available for appropriation for the Fiscal Year beginning October 1, 2011 the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2011, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2011, and such transfers are hereby authorized as set forth herein:

**CITY OF GULF BREEZE
PROPOSED BUDGET SUMMARY**

FISCAL 2012

REVENUES

Urban Core Redevelopment Trust Fund	\$ 749,990
General Fund	\$ 5,373,034
Gulf Breeze Financial Services	\$ 547,588
Natural Gas Fund	\$ 2,126,000
SSRUS Fund	\$ 4,793,772
Solid Waste Fund	\$ 1,064,431
Water & Sewer Fund	\$ 1,932,839
Stormwater Utility	\$ 195,000

TOTAL AVAILABLE REVENUE: \$ 16,782,654

APPROPRIATIONS

General Fund		\$ 5,373,034
General Government	\$ 872,221	
Internal Services	\$ 594,906	
Streets & Drainage	\$ 140,889	
Parks & Recreation	\$ 662,952	
Law Enforcement	\$ 1,846,230	
Fire	\$ 274,430	
Recreation Center	\$ 394,200	
Community Services	\$ 125,396	
To Reserves	\$ 461,810	

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Natural Gas	\$ 1,982,725
To Reserves	\$ 143,275
SSRUS	\$ 4,430,124
To Reserves	\$ 363,648
Solid Waste	\$ 1,064,431
Water & Sewer Fund	\$ 1,932,839
Community Redevelopment Agency	\$ 749,990
Gulf Breeze Financial Services	\$ 547,588
Stormwater Utility	\$ 195,000

TOTAL APPROPRIATIONS:

\$ 16,782,654

SUMMARY OF PROPOSED FUND TRANSFERS
FISCAL YEAR 2012

REIMBURSEMENTS: For Internal Services

<u>FROM:</u>	<u>TO:</u>		
Solid Waste	General Fund	\$	78,838
Water Utility Services	General Fund	\$	131,116
Sewer Utility Services	General Fund	\$	86,416
Natural Gas Utility Services	General Fund	\$	191,617
South Santa Rosa Utility System	General Fund	\$	270,815
Stormwater	General Fund	\$	15,987
		\$	774,789

CONTRIBUTIONS:

<u>FROM:</u>	<u>TO:</u>		
Gulf Breeze Financial Services	General Fund	\$	350,000
Capital Trust Agency	General Fund	\$	475,000
		\$	825,000

SECTION 2:

This budget shall be administered in strict adherence to the Charter and Code of Ordinances of the City of Gulf Breeze, as amended, the Laws of the State of Florida, applicable bond covenants, and the Budget Manual as adopted by the City Council. Amendments to this budget shall be only by Supplemental Appropriations Resolution for all revenues and for all expenditures by fund and by object code; provided further that the City Manager is authorized to approve transfers of appropriated expenditures between those sub-object codes within the object codes of each fund.

SECTION 3:

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4:

This resolution shall take effect upon its adoption by City Council immediately and shall be published as required by law.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 14 day of September, 2011.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk

**MINUTES
DEVELOPMENT REVIEW BOARD
SEPTEMBER 7, 2011
WEDNESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

Cheryl Fromularo
Ramsey Landry
Bill Hoke
Lee Brown

ABSENT

JB Schluter
George Williams
John Schuster
Samantha Rine

STAFF

Shane Carmichael
Leslie Gomez

The meeting was called to order at 6:30 p.m. by Lee Brown, Co-Chairman.

After Roll Call, a motion was made by Ramsey Landry to approve the minutes as written. The motion was seconded by Cheryl Fromularo. The minutes from the meeting of August 2, 2011 were approved unanimously.

Mr. Brown asked if any members had any exparte communication regarding the pending case. None of the Board members reported any such communication.

PROJECT NO. 11-30000014 – RICK RICHARDSON, 103 BEACH DRIVE, GULF BREEZE, FL TO CONSTRUCT AN UPLAND VINYL RETAINING WALL ON HIS PROPERTY AT 103 BEACH DRIVE.

Keith Johnson with Wetland Sciences addressed the Board on behalf of Mr. Richardson. Mr. Johnson presented the project to the Board and answered questions. He stated that the proposed structure is located approximately 51 feet landward of the MHWL and therefore FDEP and USACE permits are not required.

Shane Carmichael presented the staff report to the Board and answered questions. He stated that the project is located outside the 50 foot buffer zone established in Section 22-126 of the LDC and does not require the DRB's approval, the applicant's agent felt the positioning is so close to the buffer zone that it would be in the best interest to request approval from the DRB and City Council. He requested that the applicant provide a sample of the material for color testing before work is to begin.

After a discussion, a motion was made by Cheryl Fromularo to approve the project as presented. Bill Hoke seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the case is a level three construction and will go to the City Council for final approval on September 20, 2011.

PROJECT NO. 11-20000004 – MEHRABANI AMIR, 512 KENILWORTH AVE, GULF BREEZE, FL, REQUESTING TO CONSTRUCT A PIER WITH A COVERED BOAT LIFT BEHIND HIS RESIDENCE AT 512 KENILWORTH AVE.

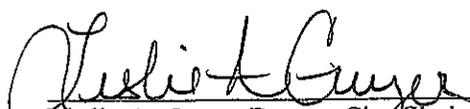
Keith Johnson with Wetland Sciences addressed the Board on behalf of Mr. Amir. Mr. Johnson presented the project to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After a discussion, a motion was made by Bill Hoke to approve the project as presented with the stipulation that all federal and state permits are to be received before staff issues the Development Order. Ramsey Landry seconded the motion. The vote for approval was unanimous.

As there was no other business to come before the Board, the meeting was adjourned at 6:45 p.m.

ATTESTED TO:


Leslie A. Guyer, Deputy City Clerk



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/8/2011

Subject: Ordinance 11-11, Increasing the Communications Service Tax Rate

State law allows cities to add a tax to communication services up to 5%. The charge was allowed several years ago as a replacement of local taxes and franchise fees on cable providers for example. The tax is levied on cell phone providers, cable systems, satellite systems and so forth by the State at the rate set (not exceeding 5%) locally and then remitted to the City.

The City of Gulf Breeze Communication Service tax rate is currently 4.25%. In order to provide necessary funding for projects such as street resurfacing in the future the Council recognized that this tax could be increased in order to partially fund future shortfalls.

Changing the rate from 4.25% to 4.5% as provided in the Ordinance will result in about \$20,000 of additional revenue. The soonest the change in rate will impact users of the communications services will be January 1, 2013.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON TUESDAY, SEPTEMBER 20, 2011 AND APPROVE ORDINANCE 11-11 ON SECOND READING.

Ordinance No. 11-11

AN ORDINANCE OF THE CITY OF GULF BREEZE ADOPTING A NEW LOCAL COMMUNICATION SERVICES TAX RATE; PROVIDING FOR THE ADOPTION OF A NEW LOCAL COMMUNICATION SERVICES TAX RATE; PROVIDING FOR ADJUSTMENT OF TAX RATE FOR PERMIT FEES; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the 2000 Regular Session, the Florida Legislature passed the "Communication Services Tax Simplification Law", creating Chapter 202, Florida Statutes; and

WHEREAS, Section 202.19, Florida Statutes, authorizes the City of Gulf Breeze to adopt a local communication services tax at a rate of up to 5.1%. This maximum rate does not include the add-on of up to .12% for municipalities which choose not to levy permit fees; and

WHEREAS, Section 202.20(1)(b), Florida Statutes, establishes the local communications services tax conversion rates beginning on October 1, 2002, with these conversion rates taking effect without any action required by the local government.

WHEREAS, The City of Gulf Breeze desires to increase its local communication services tax from 4.25% to 4.50% pursuant to Section 202.19, Florida Statutes;

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

SECTION 1. Adoption of Local Communications Services Tax Rate.

The local communications services tax conversion rate established under Section 202.20(1)(b), Florida Statutes, for the City of Gulf Breeze is 4.25%, which is less than the maximum rate of 5.10% for municipalities that have not chosen to levy permit fees as established in Section 202.19(2)(a), Florida Statutes. The local communications services tax rate for the City of Gulf Breeze is increased to 4.50%. This rate is to be effective January 1, 2013.

SECTION 2. Notice to the Department of Revenue.

The City of Gulf Breeze directs that notice of the increased Local Communication Services Tax Rate be provided to the Florida Department of Revenue by September 1, 2012. Form DR-700021, and a copy of this ordinance must be submitted with the notification.

SECTION 3. Severability.

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent

Ordinance No. 11-11

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that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. Effective Date.

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze . The imposition and collection of the new combined Local Communications Services Tax Rate shall commence effective January 1, 2013.

PASSED ON THE FIRST READING ON THE 6 DAY OF September, 2011.

ADVERTISED ON THE 8 DAY OF September, 2011.

PASSED ON THE SECOND READING ON THE 20 DAY OF September, 2011.

By: _____
Beverly H. Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk

Ordinance No. 12-11

AN ORDINANCE OF THE CITY OF GULF BREEZE ADOPTING A NEW MUNICIPAL PUBLIC SERVICE TAX; PROVIDING FOR THE ADOPTION OF A MUNICIPAL PUBLIC SERVICE TAX RATE; PROVIDING FOR NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has established by law that a municipality may levy a tax on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service.

WHEREAS, Section 166.231, Florida Statutes, authorizes the City of Gulf Breeze to levy the tax only on purchases within the municipality and shall not exceed 10 percent of the payments received by the seller of the taxable item from the purchaser for the purchase of such service.

WHEREAS, the tax imposed by this ordinance shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. "Fuel adjustment charge" shall mean all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973.

WHEREAS, The City of Gulf Breeze desires to establish a Municipals Public Service Tax of 5.0% pursuant to Section 166.231, Florida Statutes;

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

SECTION 1. Adoption of Municipal Public Service Tax Rate.

The municipal public services tax rate established under Section 166.231 (1)(a), Florida Statutes, for the City of Gulf Breeze is a maximum of 10%. The municipal public services tax established for the City of Gulf Breeze is 5.0%. This rate is to be effective April 1, 2012.

SECTION 2. Notice to the Department of Revenue.

The City of Gulf Breeze directs that notice to establish Municipal Public Service Tax to be provided to the Florida Department of Revenue by December 1, 2011. Form DR-700001, and a copy of this ordinance must be submitted with the notification.

SECTION 3. Severability.

The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent

that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. Effective Date.

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze . The imposition and collection of the new Municipal Public Service Tax shall commence effective April 1, 2012.

PASSED ON THE FIRST READING ON THE 6th DAY OF SEPTEMBER, 2011

ADVERTISED ON THE 8th DAY OF SEPTEMBER, 2011.

PASSED ON THE SECOND READING ON THE 20th DAY OF SEPTEMBER, 2011.

By: _____
Beverly H. Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

August 25, 2011

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **INCREASE IN COMMUNICATION SERVICE TAX AND
MUNICIPAL UTILITY SERVICE TAX**

As discussed at the August 24 budget workshop, it is critical for the City to cut expenses to the extent possible and to provide adequate revenue to be able to fund essential services to our citizens.

The proposed budget for fiscal year 2012, which begins on October 1, 2011, will include expenditures of \$4,911, 224. This expenditures budget is .8% less than the 2011 budget for operating expenditures. The 2011 budget was less than the 2010 budget.

The City Council also recognizes that in order to balance this budget, \$825,000 is brought forward from GBFS/CTA. The Council determined that a complete resurfacing of the City's 30 miles of residential streets should commence beginning with capital funding at the end of FY 2012. It will be necessary to increase revenues slightly to make this project possible within current means.

The City Council discussed the following actions:

1. Increase the Communications Service Tax from 4.25% to 4.50%. State law allows cities to impose a rate up to 5% on Communication services such as cable television, satellite services and personal communication devices.
2. Increase the Municipal Utility Service Tax on electricity, natural gas and water from 4% to 5%. State law allows cities to impose a rate up to 10% on these services.

Increasing in Service Taxes
August 25, 2011
Page Two

We believe these increases in taxes represent a "user fee" type of rate increase in that more activity in a home or business resulting in higher use of electricity or cable services will result in higher taxes. Increasing these taxes seems more equitable than raising property taxes.

Increasing the above listed taxes should increase revenues by \$115,00 to \$120,000 based on a full year. It is projected that such action will make more possible the City's aggressive plan for street resurfacing.

In order to implement an increase in the Communication Services Tax rate and the Municipal Services Tax rate, the Council must approve two separate Ordinances. We have drafted the ones attached for your consideration. Once the Ordinances are approved the new tax rates go into effect April 1, 2012.

RECOMMENDATION:

That the City Council approve Ordinances 11-11 and 12-11 increasing the Communication Services Tax and the Municipal Services Tax rates on First Reading on September 6, and Public Hearing and Second Reading on September 20.

EAE:msr

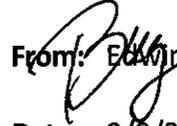


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/9/2011

Subject: Ordinance 13-11, Electronic Readerboards

The Ordinance attached was approved by the City Council on First Reading on September 6, 2011. It was drafted to implement the Council's direction that current electronic readerboards be allowed to remain, however, no new electronic readerboard signs would be allowed.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON TUESDAY, SEPTEMBER 20, 2011 AND APPROVE ORDINANCE 13-11 ON SECOND READING.

ORDINANCE NO. 13-11

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO ELECTRONIC READER BOARD SIGNS; AMENDING SECTION 23-3, SECTION 23-5 AND SECTION 23-16 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 that regulate uniformity of signs within each zoning district compatible with the intent of the land development code applicable to the districts; and,

WHEREAS, these rules take into account the economic, aesthetic and traffic factors that are reasonably consistent with the exercise of the police powers vested in this city; and,

WHEREAS, this is done so that there will be a minimum of conflict in relation to the need for traffic control, visual compatibility, and economic growth in order to promote the city's interest in maintaining and enhancing property values and the attractive appearance of the city.

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

SECTION 1 - Section 23-3 is hereby amended to read as follows:

Sec. 23-3. Prohibited signs.

The following signs are prohibited:

- (1) Signs located off the premises of the business which the sign advertises or identifies. Relocation notices, however, may be posted for a period of 60 days.
- (2) Signs that project beyond the property line or which encroach on or over public property or rights-of-way.
- (3) Signs that contain statements, words or pictures of an obscene, indecent, or immoral character, such as will offend public morals or decency.
- (4) Signs that contain or are an imitation of an official traffic sign or signal or contain the words "stop," "go slow," "caution," "danger," "warning" or similar words.
- (5) Banner signs, except for special events and for a period of time not to exceed three weeks in any one given calendar year.
- (6) Beacon, strobe or billboard signs.
- (7) Roof signs.

- (8) Sandwich signs.
- (9) Snipe signs except for political candidates. In the case of snipe signs advertising political candidates, the signs shall not exceed 32 square feet. Political signs must be removed by the candidate within one week after the election.
- (10) Trailer signs except for grand openings or other similar special events. As used herein, a special event shall not mean a political campaign or election.
- (11) Within public property, including right-of-way, only instructional, directional and informational signs shall be allowed and must be approved by the city manager. All other signs are prohibited on public property.
- (12) Signs which convey the appearance of movement or animation in any form shall not be permitted, scrolling or flashing shall not be permitted.
- (13) Signs which obstruct the visibility constituting a hazard to vehicular and pedestrian traffic.
- (14) Electronic reader board signs.

SECTION 2 – Section 23-5 is hereby amended to read as follows:

Sec. 23-5. Existing signs.

- (a) Any sign destroyed or damaged by more than 50 percent of its replacement value shall be rebuilt to current code requirements.
- (b) The "Pensacola Beach Fish Sign" located at the junction of State Road 399 and U.S. Highway 98 shall be exempted from this requirement provided the following conditions are met: (i) the location of the sign shall not change, (ii) the dimensions and shape of the sign shall not change, (iii) the artistic design and color scheme shall not change, and (iv) the sign shall be perpetually maintained and kept in good repair.
- (c) Existing electronic reader board signs shall be exempted for this requirement Provided the following conditions are met: (i) the location of the sign shall not change, (ii) the dimensions and shape of the sign shall not change, (iii) the sign shall be perpetually maintained and kept in good repair.

SECTION 3 – Section 23-16 is hereby amended to read as follows:

Sec. 23-16. Same--C-1 and M districts.

The following signs shall be permitted in the C-1 and M districts:

- (1) Any sign permitted in this chapter.
- (2) Any sign or signs may be displayed if they pertain exclusively to the business carried on within the building or on the premises of the business which designates a business area or section. Signs attached to a building shall not be greater in total area than ten percent of the frontage area of the first floor of the building with an additional five percent being available for use by commercial businesses for a sign of the readerboard type. No illuminated sign shall be placed on the side of a building that is within 150 feet of and facing a residential district except when such residential district is separated from the commercial district by a platted street. Such signs shall not exceed a total of 200 square feet.
- (3) Each individual business establishment shall have no more than 50 square feet of total freestanding sign area (100 square feet including both sides of sign), with an additional 25 square feet (50 square feet including both sides) for use by that business for a sign of the readerboard type. If a readerboard is utilized, the readerboard sign shall be attached to the same pole as the principal freestanding sign. If the readerboard sign is placed parallel or at an angle of not more than 45 degrees to the street, a maximum of two signs, each of not more than 25 square feet, may be utilized as readerboard signs, and the reverse side toward the business shall be blank. All freestanding signs must be supported on a single pole or sign assembly and limited to a single business. Signs which are normally an integral part of equipment such as gasoline pumps or other dispensing or servicing devices shall be permitted provided they do not exceed 25 percent of the area of such equipment and are a part of, and not detached from, the equipment. The latter signs need not be included in the overall 50 square foot limitation on sign area.
- (4) a. Each unified group of stores may have one freestanding sign of an area equal to ten square feet per 20 lineal feet of building frontage up to a maximum sign area of 200 square feet (400 square feet including both sides of signs). In addition, each individual store in such a group may have one projecting or hanging sign of three square feet extending no more than three feet from the wall of the building.

- b. Any business operating a motion picture theater or theaters within a unified group of stores, and having obtained an occupational license pursuant to section 11-19, as may be amended for operation of motion picture theaters shall be permitted an additional sign to those detailed in this section to display changeable copy. Each screening area must have an individual seating capacity of at least 100 people. The maximum total sign area permitted is 50 square feet (100 square feet, including both signs of sign). The changeable copy or readerboard section of the sign may contain the following information: Title of the movie(s), rating(s), and/or starting time(s) for each movie title.
 - c. A theater which operations cease or discontinue for a period of six consecutive months or longer shall be deemed no longer active pursuant to section 23-9(a).
- (5) No sign shall extend more than 35 feet above grade. No signs shall be erected in the right-of-way, except official state, county or city signs erected by the respective governing agency. Buildings situated 15 feet or less from a right-of-way or property line may have one projecting or hanging sign of six square feet extending no more than three feet from the wall of the building. The bottom of the sign shall have a minimum eight-foot clearance above the walkway.
- (6) Churches and civic organizations are permitted no more than two common signs with locations, size and design as agreed to by the city council for the purpose of identifying those churches and civic organizations in the city. In addition, each church may erect one nonilluminated sign not more than three square feet in area adjacent to U.S. Highway 98 for the purpose of indicating direction to the church.

SECTION 4 - 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 5 - 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 6 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 6TH DAY OF SEPTEMBER, 2011.

ADVERTISED ON THE ON THE 8TH DAY OF SEPTEMBER, 2011.

PASSED ON THE SECOND READING ON THE 20TH DAY OF SEPTEMBER, 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: AUGUST 25, 2011

SUBJECT: ORDINANCE 13-11

Per the City Council's direction, staff has prepared a draft ordinance which eliminates any new electronic reader boards (ERB). The ordinance also contains a provision that allows existing ERBs to remain provided certain provisions are met:

1. The location of the sign does not change.
2. The dimensions and shape of the sign does not change.
3. The sign must be maintained and kept in good repair.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 13-11 ON FIRST READING AND SCHEDULE THE PUBLIC HEARING AND SECOND READING ON SEPTEMBER ~~14~~ 2011.

CSC
Attachment

20,



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/9/2011

Subject: Renewal of Victims of Crime Grant (VOCA)

We have been advised by the Florida Attorney General's Office that we will receive funding in 2012 for our joint victims advocate program. The program provides advocate services for victims of violent crime in the City, at UWF and in the National Park. The multi agency nature of this program is one reason we think we continue to receive funds. The amount of the grant award is \$30,574. The total direct cost of the program including salary is \$38,016. The City funds the balance. Bob Tyler Toyota has donated a vehicle to the program.

This program has proved essential to the participating agencies which do not have a great deal of violent crime. As a result, it would be difficult to find someone on staff in any of the three agencies to adequately deal with the trauma when a violent crime does occur. In addition, the victim advocate completed our customer service satisfaction survey on a more objective basis than would be the case if a Police Officer or Administrator did this work.

RECOMMENDATION:

THAT THE CITY COUNCIL ACCEPT THE 2012 VOCA FUNDING AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT.



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



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/9/2011

Subject: Police Car Replacement

During budget workshops, we touched on the subject of replacement of Police cruisers. We need to replace two or three per year in order to maintain a reliable fleet and to reduce maintenance costs. Attached is a list of the vehicles currently utilized in the Police Department. The two "spares" at the bottom of the list (vehicle number 031 and 041) should be replaced immediately. They have high mileage and are becoming unreliable.

Our plan would be to move vehicle number 62 from the list of current vehicles utilized for part time officers to the spare list. We would also move the least reliable patrol vehicle (probably number 72) to the spare list.

As maintenance needs become more apparent, it may be necessary to replace one more vehicle during the 2012 fiscal year.

The cost of a fully equipped crown victoria police cruiser is about \$35,000 per unit. The lowest state bid price is available from Hub City Ford in Crestview. We recommend funding this purchase from proceeds from the red light camera fund which has a balance of about \$290,000.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF TWO (2) FULLY EQUIPPED CROWN VICTORIA POLICE CRUISERS FROM HUB CITY FORD IN CRESTVIEW.

Car Number	Officer	Previous PM Mileage	Current Mileage	PM Mileage	VIN
ADMIN					
053	Paulding	91,675	93,933	96,675	1598
057	Randle	87,451	93,314	92,451	9510
054	Hawthorne	78,273	80,964	83,273	8918
043	Henderson	26,245	27,621	31,245	6667
113	Ging	0	1,744	5,000	3398
990	Ruminski	137,560	142,344	142,560	5707
PATROL					
055	Armstrong	50,921	53,400	53,921	7812
071	Lanzetta	58,703	61,433	61,703	1513
061	Taveirne	76,339	81,479	79,339	8745
091	Baker	43,652	46,767	46,652	8973
093	Denney	50,449	51,287	53,449	3369
062	Spare	92,243	93,410	95,243	8756
072	Wilson	84,412	86,806	87,412	0318
111	Lyster	11,263	11,901	14,263	5661
081	Jenks	34,378	35,631	37,378	6330
112	Troy	9,677	10,442	12,677	2976
101	Nguyen	21,326	21,888	24,326	4043
092	Neff	30,756	32,414	33,756	8974
063	Tatro	80,062	81,458	83,062	0121
SPARES					
✓ 031	Spare	138,854	139,156	141,854	7933
✓ 041	Spare	143,043	144,345	146,043	7611
202	VIPS	89,036	90,651	92,036	3395
206	Spare	89,684	91,693	94,684	1311

7/26/2011

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: September 9, 2011
Re: RFQ for Standby Disaster Administration Assistance



In accordance with the terms of the request for qualifications, receipt of submittals was closed at 2:00 pm on Thursday, September 1, 2011. At that time two firms had made RFQ submittals: Adjusters International, and Yates Construction.

Both firms appear well qualified, with personnel that have extensive experience in a variety of disaster recovery capacities.

The submittals of each firm were independently reviewed by staff members for compliance with RFQ requirements and overall assessment of the submission.

Supplied references were contacted and interviewed by myself. All references were positive.

As a result of these reviews the consensus of staff is to recommend Adjusters International to the City Council for this role.

Recommendation:

That the City Council instruct staff to begin discussions with Adjusters International to establish and mutually satisfactory standby agreement for Disaster Administration Assistance.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/9/2011

Subject: Update on Community Center Construction

The City Council asked that periodic updates on the progress of the Community Center construction be provided to the Council. Architects from Bay Design will be present at the next regular meeting which will be held on Tuesday, September 20th at 6:30 p.m.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: David J. Szymanski, Assistant City Manager
DATE: September 9, 2011
SUBJECT: City of Gulf Breeze Master Planning

On May 9, 2011, the City Council directed staff to draft a Request for Proposal for a Master Planning consultant for the City and Hwy 98. The RFP stated that the City of Gulf Breeze was interested in the creation of a master plan to guide the short, intermediate and long-term development of the downtown commercial corridor. The proposed plan was to address the operating efficiency of the Gulf Breeze Parkway transportation corridor within the City of Gulf Breeze. Staff added a reference to assistance with planning an underground wiring project on U.S. 98 to the project at Council direction.

The impetus for this project was the pending replacement of the Pensacola Bridge by the Florida Department of Transportation. A project Development and Environment study to replace the bridge is currently underway. Staff prepared the RFP and it was advertised on both May 26 and June 2, 2011.

The City received six (6) responses. They are:

The Curtis Group	South Miami
Carol Pulley	Gulf Breeze
Goodwin Mills Cawood	Ft Walton Beach
EDSA	Ft Lauderdale
Littlejohn Engineering	Maitland
VHB Millersellen	Orlando

Three companies were shortlisted. They were: EDSA, Littlejohn and VHB. A committee consisting of Mayor Zimmern, Councilman Landfair, City Manager Buz Eddy, Assistant Manager Dave Szymanski and Assistant Public Works Director Thomas Lambert were present for hour long presentations by each firm in late August. Each company had the opportunity to present their qualifications and answer questions from the committee. The committee was unanimous in the ranking of VHB MillerSellen as the top choice for the Master Planning Project.

RECOMMENDATION: That the City Council accept the committee recommendation of VHB MillerSellen for the Master Plan Project. That the City Council direct staff to negotiate a contract and price to be brought back to the Council for approval.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: September 9, 2011

SUBJECT: Maintenance of Medians and Right-of-way on Highway 98, Andrew Jackson to Daniel Drive.

In 2009, the City was notified that it had been awarded a \$350,000 Beautification Grant from the Florida Department of Transportation. In April of 2011, Phase I of the project began. In June 2011, a change order was initiated to include Phase II of the project (which was to continue the landscaping to Daniel Drive). Phase II was awarded to the original contractor, DesignScapes because staff was satisfied with their work on Phase I.

We are awaiting the final inspection for Phase I of the project to be scheduled by the Florida Department of Transportation landscaping consultant. The construction specifications of the entire project call for the contractor to maintain the plants, trees, shrubs and grass for one month after the final inspection. What do we do to maintain the project after that free month? There are additional maintenance requirements for the new landscaping project.

After discussions with Parks & Recreation Director, Ron Pulley, it would probably be best that the contractor who installed the plants maintain them for at least a year. Staff asked DesignScapes for a price proposal for maintenance. DesignScapes came back with a price of \$25,050 for both Phase I and II a year. Mr. Pulley believes the price quote fair and reasonable when compared to other contracts for his department. The current maintenance contract with Hepworth will be reduced 15% or \$4,500.00

RECOMMENDATION: That the City Council accept staff recommendation of awarding the maintenance contract for Highway 98 from Andrew Jackson to Daniel Drive to Designscapes for \$25,050. That the City Council met as the Community Redevelopment Board on Tuesday, September 20, 2011 and approve the contract and authorize the City Manager to sign.

DESIGNSCAPES
LANDSCAPE MANAGEMENT AGREEMENT

City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32561

SECTION 1 – Definition

The following Landscape Management Agreement establishes the standard grounds maintenance for **Gulf Breeze Parkway – Center Medians and Right of Ways between Daniel Drive and Andrew Jackson Trail** located in **Gulf Breeze, FL**. This standard outlines an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site. This Agreement shall be in effect for the period of _____ to _____. Unless terminated pursuant to Section III of the Terms and Conditions, at the expiration of the term, this Agreement shall automatically renew.

The prices stated under this Agreement are binding unless Owner/Client fails to accept this Agreement within 30 days from the date on which it was submitted by Contractor.

SECTION 2 – Contractor's Personnel

- 2.1 DesignScapes shall designate a qualified representative with experience in the services being provided. The supervisor will be knowledgeable in horticulture, agronomy and landscape management.

The Contractor shall only have properly trained personnel on site to ensure that all operations are performed safely and effectively.

All Contractor personnel shall be in uniform and look presentable at all times.

A representative of DesignScapes shall be available anytime for site walk-through's with the property manager and encourages this to be done on a monthly basis.

SECTION 3 – Scope of Work

- 3.1.1 The Contractor shall provide all necessary labor, material, equipment and fully trained supervisory personnel to properly maintain all developed landscaped areas within the contract limits.

SECTION 4 – Turf Management

4.1 General

- A. Turf shall be cut at a height of 2 ½” – 4” every 7 to 10 days as conditions dictate using a rotary-type mower. Blades will be balanced and sharpened as needed.
- B. The total number of mowings in this agreement is 40 for the turf.
- C. Clippings shall be removed from all paved and mulched surfaces after each mowing.
- D. Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand tools or mechanical devices to present a neat and manicured appearance.

4.2 Edging

- A. All accessible curbing shall be edged using mechanical methods 40 times per year.
- B. All accessible concrete walks shall be edged using mechanical methods 40 times per year.
- C. All dirt and debris resulting from edging operations shall be removed from the curbs, walks, driveways and patios.

SECTION 5 – Shrub and Formal Hedge Management

5.1 Pruning

- A. Ornamental shrubs shall be pruned 6 times per year. Care shall be taken not to remove too much of the flowering surfaces branches when pruning. Pruning shall include the removal of wood that is dead, diseased or infested with insects, suckers, shoots and irregular growth shall be removed.
- B. Hand pruning shall be utilized as necessary for certain shrubs. All other pruning shall be performed by mechanical hedge trimmers.
- C. The Contractor will touch up pruning as needed to maintain clean edges along all pathways, sidewalks and curbs to maintain a neat and clean appearance

5.2 Weed Control

- A. Physical removal and post-emergent weed control such as Round-Up shall be used in treating problem weed areas and weeds that appear in all bed areas and tree rings. Care shall be taken to prevent damage to plant material and turf areas.
- B. All paved areas, beds and tree rings shall be sprayed 20 times per year, according to the calendar of service attached to the contract to control weed populations.

SECTION 6 – Landscape Tree Management

6-1 Pruning

- A. Low hanging branches on trees (including Palm Trees) shall be lifted to a height of 8', one (1) time per year.

SECTION 7 – Agronomics

7.1 Turf Applications

- A. All turf areas shall be fertilized 2 times per year with the proper blend for each season.
- B. Herbicides shall be added to the fertilizer for 1 application to assist in the reduction of weeds.
- C. Insecticides shall be added to the fertilizer for 1 application during the summer season to assist in the reduction of turf damaging insects.
- D. Contractor shall be responsible for the control of Fire Ants.
- E. Contractor is to perform soil test analysis one time per year and is required to make necessary adjustments for improper PH levels.
- F. Contractor shall be responsible for weekly inspections of the entire property and treatment of any insect or disease related problems.
- G. Contractor shall apply pre-emergent to the turf area 2 times to assist in the reduction of weeds.

7.2 Tree/Shrub Application

- A. The fertilization program for trees and established shrub beds shall provide the equivalent of 1 pound nitrogen per 1,000 square feet. There will be 2 applications per year.
- B. Fertilizer shall be commercial grade, mixed granules or palletized fertilizer with not less than 50% of the total nitrogen being slowly soluble
- C. Material shall be applied in accordance with the manufacturer's recommendation and in compliance with the Environmental Protection Agency's regulations.
- D. Herbicides shall be added to the fertilizer for 2 applications to assist in the reduction of weeds.

7.3 Palm Application

- A. All palms shall be fertilized 1 time per year. The fertilizer blend applied shall include Magnesium, Manganese and Micro-nutrients necessary for proper health and growth.
-

SECTION 8 – Irrigation

8.1 Irrigation Repairs

- A. The contractor is not responsible for damaged caused by his equipment in situations where any components of the irrigation system has been improperly installed. Any other damage caused by the contractor shall be repaired at no cost to Owner/Client.
- B. All chargeable repairs shall be approved in writing before work is performed unless deemed an emergency by the contractor.
- C. Repairs that are performed by DesignScapes will be billed at \$35.00/hour for labor, \$80.00/hour for equipment and operator and parts marked up 15%. All chargeable repairs will be billed by the Contractor and paid by the Owner.

The irrigation system will be thoroughly inspected 12 times with attention given to proper coverage and zone settings. All adjustments and cleaning of heads will be included in the inspection. Any necessary repairs will be tagged and brought to the attention of the property manager.

- D. The contractor agrees to monitor, adjust and manage all automatic irrigation systems as to proper frequency, duration and operation of supplemental watering. Maintenance and repairs of pumps and wells is not included and will be billed separately.

SECTION 9 – Other

9.1 Mulch

- A. Contractor will be responsible for one (1) complete application of pine bark nuggets which will occur at the Managing Agent's discretion. Mulch is to be spread such that none of the old or previously laid mulch is visible.

9.2 Annuals

- A. The following specifications will apply in the event seasonal color is provided as a billable add-alternate service. Seasonal color will be priced and proposed separately upon request.
- B. Beds shall be tilled to a depth of 12 inches with all amendments thoroughly mixed. Fertilizers shall be raked into the top 6 inches of soil mix.
- C. ~~Bed areas shall be formed to create a moderate crown which faces up toward the direction of the greatest foot or automobile traffic.~~
- D. Bed areas shall have ¼ inch of finely ground pine bark mulch at all times.
- E. Plants shall be pruned to avoid becoming leggy or unsightly and to maintain a consistent uniform mass.
- F. Contractor shall have full responsibilities of determining the proper formulations and rates of fertilizers to maintain healthy vigorous plants.
- G. Contractor shall be responsible for bi-weekly inspections of annual bed areas and treatment of any insect or disease related problems.

9.3 Bio-Hazards

- A. Contactor shall not be responsible for policing, picking up, removing or disposing of certain materials that may be bio-hazards on the Owner/Client's property. This includes, but is not limited to items such as hypodermic needles, condoms, feminine hygiene products, clothing or materials used in the process of cleaning up bodily fluids. Contractor shall only be obligated to report/communicate any observations of potential bio-hazards to the

Owner/Client for their appropriate removal by others, unless previously arranged by Owner/Client and Contractor.

9.4 Severe Weather Cleanup

- A. In the event of a natural disaster such as a hurricane, tornado or flood, the Contractor shall not be responsible for any cleanup operation outside of the agreed maintenance contract. Contractor shall be responsible for debris cleanup deposited by typical weather conditions. Contractor will perform severe cleanup with approval of the Association Manager at a billable rate of \$25.00 per man hour.

SECTION 10 – Payment

- 10-1 All labor necessary to accomplish the work outlined in this agreement shall be provided for the sum of **Twenty-five Thousand Fifty Dollars and No Cents (\$25,050.00)** per year, payable in 12 monthly installments of **\$2,087.50** beginning _____ and ending _____.

GENERAL TERMS AND CONDITIONS

Contractor's Responsibility:

The contractor shall recognize and perform in accordance with the written terms, specifications and drawings contained or referred to herein.

Contractor reserves the right to renegotiate the contract when price or scope of work is affected by changes to any local, state or federal law, regulation or ordinance that goes into effect after the Agreement is signed.

A. Work Force:

All employees shall be competent and qualified, and shall be U.S. citizens or legal residents and authorized to do work in the United States.

B. Materials:

All materials shall conform to bid specifications. Contractor will meet all Agricultural licensing and reporting requirements.

C. License and Permits:

Contractor to maintain a Landscape Contractor's License, if so required by State or Local law, and will comply with all other license and permit requirements of the City, State and Federal Governments as well as other requirements of law.

D. Taxes:

Contractor agrees to pay taxes applicable to it's work under this contract including sales tax on material supplied where applicable.

E. Insurance:

Contractor agrees to provide General Liability Insurance, automotive liability insurance, Worker's compensation insurance and any other insurance required by law or Owner/Client.

F. Liability:

It is understood and agreed that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the negligence of the Contractor, its agents or employees.

G. Subcontracts:

Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

H. Invoicing:

Contractor will submit monthly service invoices for the amount set forth under the price and terms shown in Section 10 of this agreement. Any services rendered, that are in addition to or beyond the scope of work required by this Agreement shall be separately billed.

Owner's/Client's Responsibility:

A. Utilities:

All utilities shall be provided by the Owner/Client.

B. Access to jobsite:

Owner/Client shall furnish access to all parts of jobsite where Contractor is to perform work as required by this agreement or other functions related thereto, during normal business hours and other reasonable periods of time, and in the case of after hours emergencies.

C. Payment:

Owner/Client shall review invoice submitted by Contractor and payment shall be due 15 days following the date of the invoice and delinquent if not paid by that date. Contractor may cancel Agreement by giving 7 days written notice for non-payment, after payment is delinquent.

D. Notice of defect:

Owner/Client shall give Contractor at least 7 days written notice to correct any problem or defect discovered in the performance of the work required under this Agreement. Contractor will not accept any deduction or offset unless such written notice is given.

Other Terms:

The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other.

The parties agree that in the interest of economy, speed and insuring continued good relationships, any questions arising out of the operation of this Agreement which the parties cannot resolve between themselves shall be referred to binding arbitration under the rules of the American Arbitration Association.

Termination:

This agreement may be terminated by either party with or without cause, upon thirty (30) days written notice to the other party. This agreement may be terminated by the Owner/Client for non-performance by Contractor upon thirty (30) days written notice. This agreement may be terminated by Contractor for non-payment by Owner/Client upon thirty (30) days written notice as stated above. Either party shall be entitled to cure any deficiencies of performance on payment within (7) days of being notified of deficiency(s). If the Owner/Client makes payment in full within seven (7) days of receipt of the written notice, the grounds for termination shall be deemed cured. If Contractor corrects the deficiency identified in the written notice within seven (7) days of receipt of the notice, or if the deficiency is of such a nature that it cannot reasonably be corrected with seven (7) days and the Contractor commences a good faith effort to correct the deficiency within seven (7) days of receipt of notice, the grounds for the termination shall be deemed cured.

For the convenience of Owner/Client only, the monthly charge under this Agreement is an average of the total charge for all work to be performed under the agreement divided by the number of calendar months included in the payment period of the Agreement. In the event this agreement is terminated early by either party, the Contractor shall be entitled to recover his unrecovered costs incurred through the date of termination, including a reasonable amount of overhead and profit, and any amounts in excess of the monthly charges paid by the Owner/Client through the date of termination. This is because substantial portions of the work for the year may be performed in the early months of each year of the agreement including potentially significant mobilization costs in start up in the cost of the work will be fully recovered by the Contractor until all monthly payments under the agreement have been received.

I have read the foregoing proposal, including the terms and conditions, and hereby accept it on behalf of the Owner/Client and the property owner.

Client/Owner:
City of Gulf Breeze

Contractor:
DesignScapes

By: _____
Signature

By: _____
Signature

Print Name and Title

Print Name and Title

Date: _____

Date: _____

David J. Szymanski

From: Cheryle Valentine [cavalentine@designscapesfwb.com]
Sent: Tuesday, August 02, 2011 2:07 PM
To: David J. Szymanski
Subject: Landscape Maintenance Proposal
Attachments: CCE08022011_00000.jpg; CCE08022011_00001.jpg; CCE08022011_00002.jpg;
CCE08022011_00003.jpg; CCE08022011_00004.jpg; CCE08022011_00005.jpg;
CCE08022011_00006.jpg; CCE08022011_00007.jpg; CCE08022011_00008.jpg

Dave,

Attached, please find our landscape maintenance proposal for the Beautification project in Gulf Breeze.

If you have any questions, please let us know.

Thanks.

Cheryle Valentine, Executive Assistant
DesignScapes
466 E. Miracle Strip Parkway
Mary Esther, FL 32569
850-362-0121; 850-362-0131 Fax
www.designscapesfwb.com

Memo

To: Edwin Eddy, City Manager

From: Steve Milford

Date: Sept. 9, 2011

Re: Employee Bonus



During the course of budget reviews, the City Council informally endorsed repeating last year's action of providing a discretionary bonus to City employees in lieu of an increase in pay rates. The concept discussed during the budget workshops was a bonus of 3% prior to the fiscal year end. Funding for the bonus, similar to last year, could be from an added transfer from Gulf Breeze Financial Services in the amount of the total bonus payments and employer taxes.

The same basis for bonus calculation could be used this year as last year: 3% of base salary or annualized hourly rate for active fulltime employees currently on our payroll with 12 months service or more; 1.5% for fulltime employees with more than 6 months but less than 12 months service; permanent part-time staff working over 20 hours a week will receive a proportionate payment. Long term transfer station, treatment plant staff and meter readers engaged through temporary agencies will receive similar payment base on the rates they are paid (not the rates the City is charged). Total costs including employer taxes are projected to be: \$109,621.05.

Recommendation:

That the City Council approve a 3% bonus to city staff, as described above, and fund the costs of the bonus through a special transfer of funds from Gulf Breeze Financial Services prior to the 2011 fiscal year end.



4 B EVES DRIVE, SUITE 200 P.O. BOX 961 MARLTON, NJ 08053-3112
TEL: (856) 985-5600 FAX: (856) 810-9065

RECEIVED

SEP 06 2011

August 29, 2011

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

RE: Gulf Breeze, Santa Rosa County, FL
Public Protection Classification: 4
Effective Date: December 1, 2011

Dear Mr. Eddy:

We wish to thank you, Fire Chief Craig S. Carmichael and Mr. Vernon Prather for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers -- including the largest ones -- use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things -- the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

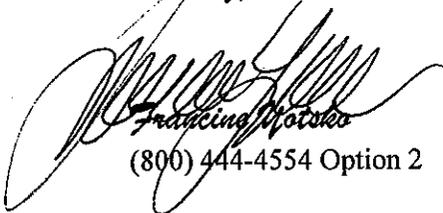
ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,



Francisco Motola

(800) 444-4554 Option 2

nb

Encl.

cc: Chief Craig S. Carmichael, Gulf Breeze Fire Rescue
Mr. Vernon Prather, Director of Public Works, City of Gulf Breeze
Mr. Ric Ruminski, Communications Supervisor, Gulf Breeze Police Department