

**GULF BREEZE CITY COUNCIL  
REGULAR MEETING**

SEPTEMBER 20, 2011  
TUESDAY, 6:30 P.M.  
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of Tuesday, September 6, 2011 (Regular Meeting)  
Approval of Minutes of Tuesday, September 6, 2011 (CRA Meeting)  
Approval of Minutes of Wednesday, September 14, 2011 (Special Meeting)

**PUBLIC HEARING: RESOLUTION NO. 13-11 APPROVING A MILLAGE  
RATE OF 1.90 MILLS**

**PUBLIC HEARING: RESOLUTION NO. 14-11: ADOPTING THE BUDGET  
FOR FISCAL YEAR 2012**

4. Ordinance No. 11-11: Increasing the Communications Services Tax Rate  
**SECOND READING AND PUBLIC HEARING**
- Ordinance No. 12-11: Municipal Utility Service Tax  
**SECOND READING AND PUBLIC HEARING**
- Ordinance No. 13-11: Electronic Reader Boards  
**SECOND READING AND PUBLIC HEARING**

PRESENTATION OF UPDATE ON COMMUNITY CENTER CONSTRUCTION

5. **CONSENT 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 Renewal of Victim of Crime Grant (VOCA)
  - C. Discussion and Action Regarding Police Car Replacement
  - D. Discussion and Action Regarding Request for Qualifications for Standby Disaster  
Administration Assistance

- E. Discussion and Action Regarding City of Gulf Breeze Master Planning Consultant
- F. Discussion and Action Regarding Bonus for City Employees

**\*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**

**ACTION AGENDA ITEMS:**

**NONE**

- 6. New Business
- 7. Open Forum
- 8. Adjournment

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

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

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

The 1,183<sup>rd</sup> regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida was held at the Gulf Breeze City Hall on Tuesday, September 6, 2011, at 6:30 p.m.

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

**APPROVAL OF MINUTES - AUGUST 15, 2011:**

Councilman Morris moved for approval of the minutes for the regular meeting held on Monday, August 15, 2011. Councilman Schluter seconded. The vote for approval was 5 - 0.

**APPROVAL OF MINUTES - GULF BREEZE FINANCIAL SERVICES AUG. 15, 2011**

Councilman Landfair moved for approval of the minutes for the Gulf Breeze Financial Services meeting held on Monday, August 15, 2011. Morris Schluter seconded. The vote for approval was 5 - 0.

**APPROVAL OF MINUTES - COMMUNITY REDEVELOPMENT AGENCY  
AUG. 15, 2011**

Councilman Landfair moved for approval of the minutes for the Gulf Breeze Financial Services meeting held on Monday, August 15, 2011. Morris Schluter seconded. The vote for approval was 5 - 0.

**APPROVAL OF MINUTES FOR SPECIAL MEETING - AUGUST 31, 2011:**

Councilman Landfair moved for approval of the minutes for the Special meeting held on Wednesday, August 31, 2011. Morris Henderson seconded. The vote for approval was 5 - 0.

**ORDINANCE NO. 10-11: AUTHORIZING THE ESTABLISHMENT OF CONDUIT  
PROGRAMS AND THE ISSUANCE OF REVENUE BONDS  
OUTSIDE THE STATE OF FLORIDA  
SECOND READING AND PUBLIC HEARING**

The Ordinance was read by title only by the City Clerk. The City Manager recapped the information for those present and the Mayor opened the floor for public comments. There were no comments made and the Public Hearing was closed.

Councilman Henderson moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

**ORDINANCE NO. 11-11: ADOPTING A NEW LOCAL COMMUNICATION TAX RATE PROVIDING FOR THE ADOPTION OF A NEW LOCAL COMMUNICATION SERVICE TAX RATE FIRST READING**

The Ordinance was read by title only by the City Clerk. The City Manager updated the information for those present. He indicated the change would be effective January 1, 2013.

Councilman Schluter moved for approval of the Ordinance on first reading and to schedule the Public Hearing and Second Reading for September 20, 2011. Councilman Landfair seconded. The vote for approval was 4 - 1, with Councilman Henderson dissenting.

**ORDINANCE NO. 12-11: ADOPTING A NEW MUNICIPAL PUBLIC SERVICE TAX PROVIDING FOR THE ADOPTION OF A MUNICIPAL PUBLIC SERVICE TAX RATE - FIRST READING**

The Ordinance was read by title only by the City Clerk. Councilman Schluter moved for approval of the Ordinance on first reading and to schedule the Public Hearing and Second Reading for September 20, 2011. Councilman Landfair seconded. The vote for approval was 4 - 1 with Councilman Henderson dissenting.

**ORDINANCE NO. 13-11: ELIMINATING READER BOARD SIGNS, AMENDING SECTION 23-3, SECTION 23-5 AND SECTION 23-16 OF THE CODE OF ORDINANCES - FIRST READING**

The Ordinance was read by title only by the City Clerk. Councilman Henderson moved for approval of the Ordinance on first reading and to schedule the Public Hearing and Second Reading for September 20, 2011. The vote for approval was 3 - 2, with Councilman Morris and Councilman Schluter dissenting.

**RESOLUTION 10-11: APPROVING A CONDUIT BOND PROGRAM FOR ELIGIBLE PROJECTS AND AN AMENDMENT TO THE INTERLOCAL WITH CENTURY RELATIVE TO FINANCING PROGRAMS OUTSIDE THE STATE OF FLORIDA**

The Resolution was read by title only by the City Clerk. Councilman Schluter moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0

**CONSENT AGENDA ITEMS:**

**RECOMMENDATION:**

**That City Council approve the following Consent Agenda Items:  
A, B, C, D, E, F, H, and I: (item G moved to Action Agenda)**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING ARCHITECTURAL  
REVIEW BOARD REFERRALS OF AUGUST 11, 2011**

Benson Complex - Corner of U.S. Highway 98 and Northcliff  
Development Order Approval

**RECOMMENDATION:**

**That the City Council approve the project as submitted.**

**B. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA  
UTILITY SERVICE REFERRALS OF AUGUST 16, 2011**

Reference: Public Service Director memo dated August 24, 2011

**I. GROUND STORAGE REPAIRS/REHAB BID**

**RECOMMENDATION:**

**That the City Council award the ground storage repair/rehabilitation to Viktor  
Construction for \$24,000 for cleaning and painting plus repair cost not to exceed  
an additional \$26,000.**

**ii. WASTEWATER TREATMENT FACILITY FILTER REHAB BID**

**RECOMMENDATION:**

**That the City Council award the WWTF east filter repaint project to Pen  
Gulf, Inc., for \$22,665.**

**iii F/Y 2012 DRAFT BUDGET APPROVAL**

**That the City Council approve the F/Y 2012 proposed budget as presented.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST - CITY'S 50<sup>TH</sup> ANNIVERSARY 5K RUN - SATURDAY OCTOBER 22, 2011 - 4:30 P.M.**

Reference: Deputy Police Chief memo dated August 16, 2011

**RECOMMENDATION:**

**That the City Council approve the special event application.**

**D. SUBJECT: DISCUSSION AND ACTION REGARDING AUTOMATED EXTERNAL DEFIBRILLATOR (AED'S)**

Reference: Deputy Police Chief memo dated August 23, 2011

**RECOMMENDATION:**

**That the City Council approve the purchase of the AED batteries.**

**E. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF NATURAL GAS PIPE TRAILER**

Reference: Assistant Public Services Director memo dated August 24, 2011

**RECOMMENDATION:**

**That the City Council authorize staff to proceed with the purchase of 2" pipe line trailer from Consolidated Pipe and Supply for an amount not to exceed \$5,500.**

**F. SUBJECT: DISCUSSION AND ACTION REGARDING ROADWAY PAVING CONSULTANT CONTRACT**

Reference: Assistant Public Services Director dated August 24, 2011

**RECOMMENDATION:**

**That the City Council authorize the Mayor to sign contracts with Kenneth Horne & Associates, Inc., as the City's roadway paving consultant.**

**H. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT TO SAM MARSHALL ARCHITECTS FOR FEASIBILITY STUDY - SHORELINE PARK SOUTH MEETING FACILITY**

Reference: City Manager memo dated August 24, 2011

**RECOMMENDATION:**

**That the City Council authorize payment of \$8,000 for the feasibility study of a banquet/meeting facility in Shoreline Park South to Sam Marshall. Architects**

**I. SUBJECT: DISCUSSION AND ACTION REGARDING DISPATCH AC SYSTEM AND CARPETING FOR THE DISPATCH CENTER**

Reference: Deputy Police Chief memo dated August 25, 2011

**RECOMMENDATION:**

**That the City Council approve the purchase of a new AC system and carpeting for the dispatch center.**

Councilman Henderson moved for approval for the following Consent Agenda Items: A, B, C, D, E, F, H, and I (Item G moved for discussion). Councilman Morris seconded. The vote for approval was 5 - 0.

**G. SUBJECT: DISCUSSION AND ACTION REGARDING CROSSWALK EVALUATION**

Reference: Assistant Public Services Director memo dated August 24, 2011

**RECOMMENDATION:**

**That the City Council authorize Hamilton Smith Consultant Group to complete the crosswalk need evaluation on Fairpoint Drive at Julia Way and on Daniel Drive at St. Ann Catholic Church for a fee of \$3,750.**

The following residents spoke in favor of the crosswalk: Mr. James Docherty, 200 Pine Tree Drive; resident at 103 Pine Tree Dr; Mr. Tom Manson, 80 Highpoint Drive; Ms. Vici Papajohn, 101 Ovideo; and Ms. Tracey Elliot, 2 Julia Way.

Councilman Morris moved for approval. Councilman Landfair seconded. The vote for approval was 5 - 0.

**ACTION AGENDA ITEMS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DENTAL AND VISION BENEFITS ALTERNATIVES**

Reference: Finance Director memo dated August 1,2 2011

**RECOMMENDATION:**

**That the City Council approve the Guardian Dental and Davis Vision fashion value plans and discontinue the current dental and vision reimbursement plan once the new coverage begins. Further, that employee contributions be established and that a maximum of \$5,000 be reserved for any transitional hardship incurred.**

Councilman Landfair moved for approval. Councilman Henderson seconded. The vote for approval was 5 - 0.

**NEW BUSINESS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING ALTERNATE PROJECT LIST**

Reference: City Manager memo dated September 2, 2011

**RECOMMENDATION:**

**That the City Council approve the following revision to the alternate project list: WWTP Phase I storage ponds and pumps - \$1,000,000; Community Center cost increase - \$1,000,000; Reconstruction of South Sunset - \$750,000; and extend Natural Gas main to Portofino - \$550,000.**

Councilman Schluter moved for approval. Councilman Henderson seconded. The vote for approval was 5 - 0.

**B. SUBJECT: DISCUSSION AND ACTION REGARDING FAIRPOINT REGIONAL UTILITY SYSTEM LIMITED GUARANTY AGREEMENT**

Reference: City Manager memo dated September 2, 2011

**RECOMMENDATION:**

**That the City Council approve the Limited Guaranty Agreement for one-third of a \$2.7 million refinancing for Fairpoint Regional Utility Service.**

Councilman Henderson moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

**OPEN FORUM:**

Mr. Don Richards, 1129 Park Lane, Gulf Breeze, President of UPHA, spoke on the following items: one common utility system on the peninsula; mandatory sewer on peninsula within the next ten years; join utility services with Midway and have one common utility rate for utility customers for City and County residents.

Mr. Jim Docherty, 200 Pine Tree Drive, commended the Council on the direction the City of going and suggested at some point have all underground utilities.

**ADJOURNMENT:**

Mayor Zimmern closed the meeting at 7:30 p.m.

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CITY CLERK

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MAYOR

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS  
FOR THE COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Tuesday, September 6, 2011, at 7:25 p.m.

Upon call of the roll for the Community Redevelopment Agency the following members were present: Dana Morris, Mayor Pro Tem J. B. Schluter, David G. Landfair, Joseph Henderson and Mayor Beverly Zimmern..

The purpose of the meeting was for the Board of directors for the Community Redevelopment Agency to consider the following items:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT TO SAM MARSHALL ARCHITECTS FOR LIVE OAK FEASIBILITY STUDY**

Reference: City Manager memo dated August 24, 2011

**RECOMMENDATION:**

**That the City Council meet as the Board of Directors of the Community Redevelopment Agency and authorize payment of \$4,200 to Sam Marshall Architects.**

Councilman Henderson moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

**B. SUBJECT: DISCUSSION AND ACTION REGARDING GULF BREEZE PARKWAY PEDESTRIAN TRAVEL IMPROVEMENTS**

Reference: Public Services Director memo dated August 24, 2011

**RECOMMENDATION:**

**That the City Council approve Warrington Utility & Excavating for the replacement of sidewalk and installation of sidewalk handicap ramps at various locations along Gulf Breeze Parkway at a cost of \$15,000 to be paid from CRA.**

Councilman Morris moved for approval. Councilman Schluter seconded. The vote for approval was 4 - 1 with Councilman Henderson dissenting.

**ADJOURNMENT:**

The Mayor adjourned this meeting at 7:25 p.m.

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CITY CLERK

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MAYOR

**MINUTES OF A SPECIAL MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

A special meeting of the Gulf Breeze City Council was convened at the Gulf Breeze City Hall on Wednesday, September 14, 2011, at 6:30 p.m, to consider adoption of resolutions to establishing a tentative millage of 1.90 and to adopt a tentative budget for Fiscal Year 2012.

Upon call of the roll the following Council members were present: Dana Morris, Mayor Pro Tem J. B. Schluter, David G. Landfair, Joseph Henderson and Mayor Beverly Zimmern..

**A. SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION NO. 11-11 ESTABLISHING A TENTATIVE MILLAGE RATE OF 1.90 MILLS**

Reference: Assistant City Manager memo dated September 8, 2011

The Resolution was read by title only by the City Clerk. The City Manager reviewed the millage rate for the residents present and the Mayor opened the Public Hearing. There were no comments made and the Public Hearing was closed.

**RECOMMENDATION:**

**That the City Council adopt Resolution No. 11-11 setting the tentative millage rate at 1.90 for Fiscal Year 2011.**

Councilman Schluter moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

**B. . SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION NO. 12-11 ADOPTING TENTATIVE BUDGET FOR FISCAL YEAR 2012**

Reference: Assistant City Manager memo dated September 8, 2011

The Resolution was read by title only by the City Clerk. The City Manager informed everyone of a change in the Resolution and the Mayor opened the Public Hearing. There were no comments made and the Public Hearing was closed.

**RECOMMENDATION:**

**That the City Council adopt Resolution No. 12-11 approving the tentative budget for Fiscal Year 2012.**

Councilman Morris moved for approval. Councilman Schluter seconded. The vote for approval was 4 - 1 with Councilman Henderson dissenting.

**ADJOURNMENT:**

The Mayor adjourned this meeting at 7:25 p.m.

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CITY CLERK

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MAYOR



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:**  David J. Szymanski, Assistant City Manager  
**DATE:** September 16, 2011  
**SUBJECT:** FINAL RESOLUTIONS, FISCAL YEAR 2011-2012 BUDGET

Attached please find a copy of Resolution No# 13-11, which establishes the final millage rate at 1.90 for FY 2012 and Resolution No# 14-11, which establishes a budget for the City's various funds for FY 2012.

It is now appropriate for the City Council to convene the second and final public hearing on the FY 2012 budget and approve these resolutions.

### RECOMMENDATION:

**That the City Council convene a Public Hearing on Tuesday, September 20, 2011, Gulf Breeze City Hall at 6:30 pm and approve Resolutions 13-11 and 14-11.**

**RESOLUTION NO. 13-11**

**A RESOLUTION 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 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 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.

ADOPTED: \_\_\_\_\_

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

ATTEST:

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

**RESOLUTION NO. 14-11**

**A RESOLUTION TO BE ENTITLED:**

**A RESOLUTION 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	\$ 1,923,839
Stormwater Utility	\$ 195,000

TOTAL AVAILABLE REVENUE: \$ 16,773,654

**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	

Resolution No. 14-11  
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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	\$ 1,923,839	
Community Redevelopment Agency	\$ 749,990	
Gulf Breeze Financial Services	\$ 547,588	
Stormwater Utility	\$ 195,000	
<b>TOTAL APPROPRIATIONS:</b>		<b>\$ 16,773,654</b>

**SUMMARY OF PROPOSED FUND TRANSFERS**

**FISCAL YEAR 2012**

**REIMBURSEMENTS:**      For Internal Services

<b><u>FROM:</u></b>	<b><u>TO:</u></b>		
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:**

<b><u>FROM:</u></b>	<b><u>TO:</u></b>		
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

**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 6<sup>th</sup> DAY OF SEPTEMBER, 2011

ADVERTISED ON THE 8<sup>th</sup> DAY OF SEPTEMBER, 2011.

PASSED ON THE SECOND READING ON THE 20<sup>th</sup> DAY OF SEPTEMBER, 2011.

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

ATTESTED TO BY:

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

**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 6<sup>TH</sup> DAY OF SEPTEMBER, 2011.

ADVERTISED ON THE ON THE 8<sup>TH</sup> DAY OF SEPTEMBER, 2011.

PASSED ON THE SECOND READING ON THE 20<sup>TH</sup> DAY OF SEPTEMBER, 2011.

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

ATTESTED TO BY:

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

Councilmen Present: Dana Morris, J. B. Schluter, Joseph Henderson, David Landfair and Mayor Beverly Zimmern

**ACTION AGENDA ITEMS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD REFERRAL OF SEPTEMBER 7, 2011**

Rick Richardson - 103 Beach Drive  
Request to Construct an Upland Vinyl Retaining Wall

**RECOMMENDATION:**

**That the City Council approve the project as presented.**

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**B. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE NO. 11-11: INCREASING THE COMMUNICATIONS SERVICES TAX RATE - SECOND READING**

Reference: City Manager memo dated September 8, 2011

**RECOMMENDATION:**

**That the City Council hold a Public Hearing on Tuesday, September 20, 2011, and approve Ordinance 11-11 on Second Reading.**

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**C. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE NO. 12-11: MUNICIPAL UTILITY SERVICE TAX SECOND READING**

Reference: City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council hold a Public Hearing on September 20, 2011 and approve Ordinance 12-11 on Second Reading.**

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**D. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE NO. 13-11: ELECTRONIC READER BOARDS**

Reference: City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council hold a Public Hearing on Tuesday, September 20, 2011 and approve Ordinance No. 13-11 on Second Reading.**

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**E. SUBJECT: DISCUSSION AND ACTION REGARDING RENEWAL OF VICTIM OF CRIME GRANT (VOCA)**

Reference: City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council accept the 2012 VOCA funding and authorize the Mayor to sign the agreement.** (Councilman Henderson asked the City Manager to contact the University of West Florida about contributing to portion of the \$8,016 not covered by the \$30,574 grant.)

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**F. SUBJECT: DISCUSSION AND ACTION REGARDING POLICE CAR REPLACEMENT**

Reference: City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council authorize the purchase of two (2) fully equipped Crown Victoria police cruisers from Hub City Ford in Crestview, to be funded from proceeds from the red light camera fund.**

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**G. SUBJECT: DISCUSSION AND ACTION REGARDING REQUEST FOR QUALIFICATIONS FOR STANDBY DISASTER ADMINISTRATION ASSISTANCE**

Reference: Finance Director memo dated September 9, 2011

**RECOMMENDATION:**

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

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**H. SUBJECT: DISCUSSION AND ACTION REGARDING UPDATE ON COMMUNITY CENTER CONSTRUCTION**

Reference: City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**No action needed from Council. An update on the progress on the Community Center construction will be provided to Council. Architects from Bay Design will be present at the regular meeting to be held on Tuesday, September 20, 2011.**

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**I. SUBJECT: DISCUSSION AND ACTION REGARDING CITY OF GULF BREEZE MASTER PLANNING CONSULTANT**

Reference: Assistant City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council accept the committee recommendation of VHB Miller Stellen 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.**

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**J. SUBJECT: DISCUSSION AND ACTION REGARDING MAINTENANCE OF LANDSCAPING, FDOT GRANT**

Reference: Assistant City Manager memo dated September 9, 2011

**RECOMMENDATION:**

**That the City Council accept staff recommendation of awarding the maintenance contract for Highway 98 from Andrew Jackson to Daniel Drive to Designsapes for**

**\$25,000. That the City Council meet as the Community Redevelopment Agency on Tuesday, September 20, 2011 and approve the contract and authorize the City Manager to sign.**

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**K. SUBJECT: DISCUSSION AND ACTION REGARDING BONUS FOR CITY EMPLOYEES**

Reference: City Manager memo dated September 8, 2011

**RECOMMENDATION:**

**That the City Council approve the following 3% bonus to city staff, and fund the costs of the bonus through a special transfer of funds, projected to be \$109,621.05 from Gulf Breeze Financial Services prior to the 2011 fiscal year end: (1) 3% of base salary or annualized hourly rate for active full time employees currently on the payroll with 12 months service or more; (2) 1.5% for full time employees with more than 6 months but less than 12 months service; (3) 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 based on the rates they are paid (not the rates the City is charged).**

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**L. INFORMATION ITEMS**

**COMMUNITY REDEVELOPMENT AGENCY  
BOARD OF DIRECTORS**

**SEPTEMBER 20, 2011  
TUESDAY - 6:30 P.M.  
COUNCIL CHAMBERS**

**THIS MEETING WILL BE HELD AT THE END OF THE  
REGULAR CITY COUNCIL MEETING**

- J. Discussion and Action Regarding Maintenance of Landscaping on Highway 98,  
Andrew Jackson Trail to Daniel Drive, FDOT Grant

**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

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 form the date on which it was submitted by Contractor.

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**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 an 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

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- 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 \_\_\_\_\_.

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**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**

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**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](http://www.designscapesfwb.com)