

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

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

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Proclamation Designating November as National Hospice Month
- B. Discussion and Action Regarding Update on Community Center Construction
- C. Discussion and Action Regarding SSRUS Board Recommendations of Oct. 10, 2011
 - I. Interim Tap Fee Policy
 - II. Selection of Rate Study Consultant
 - III. WWTF Permit Renewal Fees
- D. Discussion and Action Regarding Fee Proposal of \$18,823.66 From HDR, Inc., for St. Francis Drive Repaving Design
- E. Discussion and Action Regarding Appointing Firm for Master Plan for Commercial Corridor and Underground Wiring
- F. Discussion and Action Regarding Route 399 Overpass Landscape Improvements
- G. Discussion and Action Regarding Employee Salary and Benefits Study
- H. Discussion and Action Regarding Dental Plan Transition Reserve Usage
- I. Discussion and Action Regarding Holiday Schedule for City Hall
- J. Information Items

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

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



City of Gulf Breeze

PROCLAMATION

WHEREAS, Covenant Hospice volunteers and staff provide "Excellence in End-of-Life Care" for those persons in our community with life-limiting illnesses; and

WHEREAS, Hospice care has helped meet the medical, emotional and spiritual needs of approximately one million patients with life-limiting illnesses and their loved ones across the nation last year; and

WHEREAS, Covenant Hospice focuses on the entire family and helps promote and educate, and support the community; and

WHEREAS, Hospice in the United States has flourished from one program in 1974 to more than 5,000 hospice and palliative care programs today; and

WHEREAS, Hospice volunteers have grown to a record number of 5,000; and

WHEREAS, Covenant Hospice has served the people of northwest Florida and Alabama since 1984 and served over 6,700 patients in 2010 and now serves over 1,200 patients daily; and

WHEREAS, an increase in public awareness and understanding of Hospice care will better serve the families of our community who are faced with life-limiting illnesses; therefore, be it

RESOLVED, that I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, Florida, do hereby proclaim November 2011 as:

NATIONAL HOSPICE MONTH

in the City of Gulf Breeze which will join the hundreds of cities, counties, and states in observing the month of November as National Hospice Month. We will actively encourage the support and participation of friends, neighbors, colleagues, and fellow citizens in associated Hospice activities and programs now and throughout the year.

In witness whereof, I have hereunto set my hand and caused the seal of the City of Gulf Breeze, Santa Rosa County, Florida to be affixed this _____ day of October, 2011.

Beverly H. Zimmern, Mayor

Marita Rhodes, City Clerk



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/25/2011

Subject: Update on Community Center Construction

Attached please find the most recent update from Bay Design regarding the status of the construction of the Community Center.

The tennis portion of the facility is starting to take shape. The new outer limits of the courts are in place. Lights are being installed this week and next.

The tremendous amount of fill material necessary to equal the weight of the new facility has been delivered. This material must sit on the future pad for the new building for 30 days.

RECOMMENDATION:

THAT THE CITY COUNCIL DISCUSS THE UPDATE REPORT AT THE NOVEMBER 2, EXECUTIVE SESSION. IF NECESSARY, MR. JERNIGAN OF BAY DESIGN CAN BE PRESENT.



October 24, 2011

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

Re: Project Progress Update
Gulf Breeze Community Center Additions and Renovations
Gulf Breeze, Florida

Dear Mr. Eddy:

As of Friday 10/21/11 the new tennis courts have been paved, repair/prep work has started on the northern courts, and the new retaining wall on the southwest corner of the tennis facility (behind the new restroom building) is in place. The new asphalt paving will need to cure for 21 days prior to application of the new court/surfacing. The goal of the contractor is to have all courts ready for play around November 15th. Tennis court lighting (installed under a contract directly with the city to save money) was delivered on 10/24/11 with a completion date within three weeks. Gulf Power will be relocating their service poles and installing the new transformer in the next few weeks. This will be closely coordinated with Mr. Pulley and his staff to minimize any service disruptions.

At the area of the new addition, all fill and "pre-load" is installed to the correct elevation as of 10/21/11. This 4'-0" of additional material, as discussed in previous meetings, was required by the geotechnical consultants to alleviate any concerns about future building settlement. This fill must remain in place for a minimum of 30 days (until 11/20/11), after which it will be removed and used elsewhere on the site as needed. Once the building pad has been graded to the proper elevation, foundations, plumbing and electrical under-slab work will commence under Phase 2 of the schedule.

At this time the project is on schedule and we do not anticipate any delays or problems. Please let me know if you have any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Jernigan", written over a white rectangular area.

Steve Jernigan, FAIA, LEED AP BD+C
Managing Partner

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architecture + sustainability
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florida certificate of authorization AA0003597



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: October 27, 2011

RE: SSRUS Board Recommendations

The following recommendations were made by the SSRUS Board at their October 10, 2011 meeting.

Interim Tap Fee Policy

In August of 2010 the SSRUS Board and City Council approved an interim policy for payment of tap fees for new subdivisions. During the one year the policy was in effect, we have seen an increase in tap fees paid, and houses constructed.

The interim policy is:

1. 25% down payment required for FDEP Application to Construct
2. 25% due prior to FDEP Certification of Completion
3. 50% due at time of building permit application

RECOMMENDATION: SSRUS Board recommends that the City Council approve the interim tap fee payment policy for residential subdivisions as listed above for a period of one (1) year.

Selection of Rate Study Consultant

Staff has continued its work to secure a Sustainability/Rate Consultant to help the Staff and the Board determine which rates and policies are needed for the short and long-term operation of the Utility.

The Florida Rural Water Association (FRWA) is the best choice because their services are free to the City and their focus and experience is solely on Florida water & sewer utilities.

RECOMMENDATION: SSRUS Board recommends that the City Council select Florida Rural Water Association to conduct the rate study for SSRUS and the City Water & Sewer Fund as well.

WWTF Permit Renewal Fees

The Utility's WWTP operating permit issued by the Department of Environmental Protection will expire on August 9, 2012. The Department requires submittal of the permit renewal application plus all supporting documentation for renewal no later than 180 days prior to the expiration, or February 11, 2012.

Attached is a lump sum fee proposal of \$18,500 to provide engineering services to produce and submit the renewal package for the Tiger Point WWTP permit.

RECOMMENDATION: SSRUS Board recommend that the City Council authorize Baskerville-Donovan, Inc. to provide engineering services to prepare the renewal submittal for the WWTP operating permit for a lump-sum fee of \$18,500.00.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: October 6, 2011
RE: Interim Tap Fee Payment Policy

In August of 2010 the SSRUS Board and City Council approved an interim policy for payment of tap fees for new subdivisions. The intent was a one year window to encourage completion of current projects that have not been certified. In that one year period we have seen completion of two subdivisions, Waterford Sound Phase I and Windward Cove. Summerset Phase II subdivision is currently in negotiations with a builder to complete the subdivision and several other developers have approached us about new developments. Therefore, staff believes renewing the interim policy.

The interim policy is as shown below:

1. 25% down payment required for FDEP Application to Construct
2. 25% due prior to FDEP Certification of Completion
3. 50% due at time of building permit application

Restrictions

1. SSRUS will not issue refunds of amounts previously paid; all credits due the developer will be applied to future payments on the lots.
2. No credits for upsizing or longer runs of force main will be counted in the first 25%, only in the remaining payments.
3. The developer will agree to delineate the remaining tap fee due in the warranty deed for each lot purchased.

Staff recommends that this policy should be approved for an interim period of 1 year from the date of approval by City Council. The policy would apply to new and partially complete residential subdivisions.

RECOMMENDATION: SSRUS Board recommends that the City Council approve the interim tap fee payment policy for residential subdivisions as listed above for a period of one (1) year.



City of Gulf Breeze

DATE: October 3, 2011
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
RE: RATE STUDY CONSULTANT

Staff has continued its work to secure a Sustainability/Rate Consultant to help the Staff and the Board determine which rates and policies are needed for the short and long-term operation of the Utility.

Attached is additional information concerning Florida Rural Water Association (FRWA) services and typical information request for rate studies.

F.R.W.A. will attend our meeting and be presenting a PowerPoint titled "Rate Making in a Tough Economy" as well as their qualifications to perform this type of work.

While there is no fee for their services, Staff recommends that the Board take a formal vote of selecting F.R.W.A. as our Financial Rate Consultant.

RECOMMENDATION: SSRUS Board select F.R.W.A. as Financial Rate Consultant for SSRUS;

and,

RECOMMENDATION: That City Council select them for the City Water and Sewer Fund as well.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: June 3, 2011
RE: Sustainability Consultant

At the last meeting we told you that the response to our ad for a Long-term Financial Consultant received no responses. We reached out to other utilities to determine to whom we might send direct solicitations. Through this effort we discovered that many utilities are using the free services offered by Florida Rural Water Association (FRWA). We additionally discovered that additional services or studies not normally offered can be performed at cost.

At this point, we are waiting for the FRWA agent to visit with us and discuss the services offered and how that compares to the services staff requested in our original advertisement. Once we have negotiated the services to be performed, staff will take the recommendation directly to City Council.

We have attached there brochure for your consideration.



FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle West • Tallahassee, FL 32309-6885
Telephone: 850-668-2746 -- Fax: 850-893-4581

FRWA Financial & Management Services

FRWA puts together ALL the financial and management services you need in one place as a free membership benefit.

Rate Analysis & Revenue Reqm'ts

FRWA's financial team is expert in providing utility rate studies. We analyze your revenue requirements to determine whether your utility user rates are adequate to meet full operational costs and sustain community assets into the future. We recommend rational and evenhanded Rates to spread costs appropriately to customers while encouraging residential and commercial growth.

Utility Management Training

Our experienced and effective professionals are available to come to you and provide Utility Management and Board Training for your commission at a time convenient. Whether the sessions are formal or individual we are always available to help you run your system more effectively and efficiently.

Water Audits & Infiltration / Inflow

Water Audits provide analysis of water losses and unaccounted-for-water resulting in lost revenues. Infiltration & Inflow Wastewater Studies quantify "clear water" that may enter a sewage collection system under wet weather or wet soil conditions.

Assistance Hiring Engineering Firms

Who better to provide a good perspective of engineering firms than FRWA Circuit Riders and engineers? We see everything that goes on around the state when we visit system after system. We are unbiased third parties and can offer our expertise and assistance for hiring engineering consultants!

- FRWA Guide to Hiring Engineering Consultants
- RFP Advertisement Template & Instructions
- Engineering Proposal Evaluation Forms

Regulatory Updates & Assistance

FRWA closely monitors and is actively involved with legislative and regulatory activities. FRWA frequently gets involved with clarification and interpretation of rules with DEP District and Local County Health Department offices.

Finance Programs, Grants, Loans...

We help you find dependable sources for grants and loans for your projects -- short-term, interim and long-term financing options.

Interim Finance Program

Interim Loans are available for construction projects with USDA-RD long-term financing takeouts or SRF Authorization to Incur Costs Letter

RD Grant/Loan Application Assistance

Let us help you start the RD Application and coordinate the Pre-Application Conference with the local RD Area Office. We have a complete library of RD bulletins, forms & instruction on a CD.

Utility Operation Assistance

We provide assistance with a myriad of operational concerns to help you stay effective:

- Customer Relations / Services
- Public Notices / Consumer Confidence Reports
- Operation & Maintenance Manuals
- Emergency Response Planning
- DEP Rule Compliance Issues

Capacity Analysis / Planning

FRWA's team can assist you with the evaluation of remaining treatment capacity as a management tool to address timing of future expansions, regulatory compliance, impact fees, planning, funding, engineering design, permitting and construction.

FRWA's Team of Experts

- Bill Secoy** No. Florida Water Circuit Rider
- Tom Gustafson** So. Florida Water Circuit Rider
- Troy Hamberger** Statewide Wastewater Circuit Rider
- Tim Johnson** Statewide Wastewater Circuit Rider
- Gary Williams** Executive Director
- Lauren Walker-Coleman** Assist State Engineer
- Sterling Carroll, P.E.** State Engineer



FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle West • Tallahassee, FL 32309-6885
Telephone: 850-668-2746 ~ Fax: 850-893-4581

\$100,000

Pre-Development Revolving Loan Fund

Florida Rural Water Association in partnership with USDA/Rural Development are pleased to announce that up to **\$100,000 is available for financing pre-development costs** (preliminary engineering reports, loan/grant applications, etc.) for proposed water and wastewater projects.

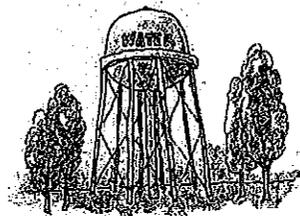


The FRWA Revolving Loan Fund is established under a grant from USDA/RUS to provide financing to eligible utilities for pre-development costs associated with proposed water and wastewater projects. The Revolving

Loan Fund can also be used with existing water/wastewater systems and the short term costs incurred for replacement equipment, small scale extension of services or other small capital projects that are not a part of your regular operations and maintenance.

Who is eligible?

Systems applying must be public entities. This includes municipalities, counties, special purpose districts, Native American Tribes and corporations not operated for profit, including cooperatives, with up to 10,000 population and rural areas with no population limits.



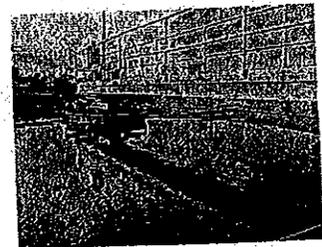
What are the loan amounts?

Loan amounts may not exceed \$100,000 or 75% of the total project cost whichever is less. Applicants will be given credit for documented project cost prior to receiving the Revolving Loan Fund loan.

What are the loan terms?

The law authorizing the program allows a maximum repayment period of 10 years. Additional ranking points are awarded in the selection process for applicants that propose a quicker repayment of the loan. The repayment period cannot exceed the useful life of the facilities or financed item.

5 year, interest only, pre-development loans will also be available.



What is the interest rate?

Loans will be made at the lower of the poverty or market interest rate as published by RUS, with a minimum of 3% at the time of closing. The most current rates are available on the RUS Water and Environmental Programs at <http://www.usda.gov/rus/water/int-rate.htm>.

What are the collateral requirements?

As a minimum, a promissory note or comparable document authorized by the governing body will be required. Additional security may be required by the Revolving Loan Fund administrator or loan committee when deemed necessary as allowable under State law.

Where should applications be filed?

FRWA Circuit Riders are available to assist you in completing your application (gathering, preparing and submitting the required documents). Applications, information and forms can be acquired via the internet at www.frwa.net.

Applications and documents can also be sent by mail or faxed to Florida Rural Water Association Revolving Loan Fund, 2970 Wellington Circle West, Suite 101, Tallahassee, FL 32309-6885, fax 850-893-4581.



FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle West • Suite 101 • Tallahassee, FL 32309-6885
Telephone: 850-668-2746 ~ Fax: 850-893-4581

Information Required for Water & Wastewater Rate and Capacity Fee Studies

Florida Rural Water Association is pleased to provide Rate and Capacity Fees Studies as a membership benefit. This type of study is valued at between \$3,500 and \$25,000 and since we provide this service as a membership benefit we ask you to do most of the footwork to collect, organize and summarize the following data.

We are currently working with many systems and have a backlog of work -- we will try to get to you as soon as possible! Please be patient.

→ Please provide ALL information listed below and respond to each item -- if something is not available, please let's talk about it and maybe we can estimate the answer. The rate study will be only as accurate as the information provided.

Board Workshop to discuss the Rate Study and Fiduciary Responsibilities & Issues

When the rate study is completed, we will need to schedule a Board Workshop to discuss the Rate Study and Fiduciary Responsibilities & Issues -- please allow 90-minutes for this activity.

Summary of Customers and Flows

1. Number of Water and Wastewater Connections / Customers -- total number of all metered connections
 - Please Break Customers into Categories -- such as, Single Family Residential, Multi-Family Residential, Small Commercial, Large Commercial, Institutional, and Industrial (if you have less or more categories that is fine)
 - We will need the Volume used by each customer each billing period or by user-classes each billing period. The usage file must be electronic and loaded into an Excel spreadsheet. Please ask for assistance if needed and a spreadsheet can be furnished.
2. Water Pumped -- Total amount of water pumped (gallons) as reported on Monthly Operating Report (MORs) -- summarize 18 to 24 months of demands.
 - Please provide total flow, maximum daily and average daily flows for each month in an electronic Excel spreadsheet. Please ask for assistance if needed and a spreadsheet can be furnished.
 - Water Sold -- Total amount of water (gallons) billed to connections or water systems -- bulk sales, provide copies of agreements with special customers and service providers.
3. Water Purchased -- Total amount of water (gallons) purchased from other systems -- bulk purchases.

Please Note: A water audit may be necessary after reviewing the water use information and could delay your rate review.

Summary of Income (please separate water, wastewater and provide in electronic Excel spreadsheet):

4. Water Sales -- Total revenue for water sales.
 - Please Break Customers into Categories -- such as, Single Family Residential, Multi-Family Residential, Small Commercial, Large Commercial, Institutional, and Industrial, provide average flow used for each (if you have less or more categories that is fine)

- We will need the Volume used by each customer each billing period or by user-classes each billing period. The usage file must be electronic and loaded into an Excel spreadsheet. Please ask for assistance if needed and a spreadsheet can be furnished.
 - Break out irrigation sales, if you had any
5. Current Rate Structure for water
 6. New Meter Connection Fees – Connection Fee's for installation of new service
 7. New Water Service Capacity Fees – capital recovery (impact fees) collected
 8. Interest – Interest received on accounts
 9. On/Off Charges – Total revenue from charges for turning on or off service, late fee's, returned check fees, etc.
 10. Investment/Rents – Income from investments or rental properties.
 11. Deposits, accounts, trust funds, etc.
 12. Utility Tax – tax on water sales.
 13. Miscellaneous – any other income.
 14. Readiness-to-serve Fee's – monies for future system capacity expansion projects.

Summary of Expenses *(please separate water and wastewater – if you cannot separate them, please estimate what percentage are water or wastewater expenses and provide in Excel spreadsheet):*

15. Salaries – salaries and wages, other salaries and wages, overtime wages
 16. Benefits – Retirement, Workers Comp., Life and Health Insurance
 17. Employment Tax – FICA, etc.
 18. Water Testing – Lab fees and Sampling costs for three year compliance period divided by three.
 19. Training – Educational and related travel and per diem expenses.
 20. Contracts (inspect) – O&M Services Contract Professional Services, Contracted services, Hydrant Maintenance & Testing Contract, mowing contract, Generator maintenance contract.
 21. Utilities – telephone, electric, other communications, and other utility costs
 22. Infrastructure Repair and Replacement – Repair and Replacement, Distribution, Offices, Rental Properties
 23. Supplies and Parts – Inventory items, etc.
 24. Treatment Plant Equipment Repair and Replacement Costs – R&R costs in the treatment facility.
 25. Office Expense – Accounting and auditing, administrative expenses, office supplies, books.
 26. Chemicals – Chlorine, lime, etc.
 27. Refunds Dues and Permits – Customer refunds, FRWA membership dues, DEP permit fees, etc.
 28. Consulting Fees – Accounting, Engineering, Legal, etc.
 29. Insurance Cost – liability insurance fees.
 30. Vehicle Expenses – gas, oil, maintenance, lease, payments, etc.
 31. Rentals – any rentals, office, equipment, etc.
 32. Non-payment expenses – write-offs for nonpayment's, bad debt, etc.
-

33. Miscellaneous - Any other expenses.
34. Repair Replacement fund – Monies set aside for repair and replacement.
35. Depreciation – Depreciation of equipment and facilities.

Debt Payments and Balances

36. List all Loans Outstanding and Balances Owed
37. Total Debt Expenses – Total debt, principal and interest.
38. Amortization of Bond Costs – Debt incurred on behalf of entity.
39. Governing Body Restricted Reserve – Monies set aside for future debt payment.

Rate and Capacity Fee Ordinances or Resolutions and Plans

40. Please provide a copy of current Rate and Capacity Fee Ordinances or Resolutions, if any
41. Capital Improvement Plans (CIP) for the next 20 years. If you do not have a CIP, together we will create a draft or general plan during this analysis.
42. Equipment replacement schedule for the next 10 years. If you do not have a schedule, together we will create or estimate one during this analysis.

Please call or e-mail us if you have any questions:

- | | | |
|--------------------|--------------------------|---------------------------|
| ▪ Bill Secoy | (850) 668-2746, Ext. 175 | Bill.Secoy@frwa.net |
| ▪ Sterling Carroll | (850) 668-2746, Ext. 118 | Sterling.Carroll@frwa.net |

FRWA will defend against Rate and Fee Study Challenges. We also will provide technical support (at cost) during any court challenge defense including being expert witnesses. FRWA personnel have extensive experience in conducting rate studies and financial planning for hundreds of water and wastewater utilities across the state. As a result of this experience, we are very familiar with local, regional and statewide issues and challenges that utilities face and we are able to provide our members with a variety of solutions for fiscal planning and pricing needs. Our experience allows us to see utility issues from different perspectives and to ensure value-added solutions.

1. FRWA Rate and Fee Studies have never had a legal challenge!
 2. FRWA Rate and Fee Studies are performed using a sound rational and methodical procedures based on actual financial cost records provided by the utility.
 3. FRWA Rate and Fee Studies are performed using tested utility industry standards – American Water Works Association Manuals of Practice M1 - Water Rates, M26 - Water Rates & Related Charges, M34 - Alternative Rates, M35 - Revenue Requirements, Water Rates, Fees and the Legal Environment, US EPA Guidance Manuals, etc.
 4. FRWA Rate and Fee Studies are performed using a strong legal footing under Florida Statutes.
-



City of Gulf Breeze

DATE: October 4, 2011
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
RE: SSRUS Tiger Point WWTP Permit Renewal

The Utility's WWTP operating permit issued by the Department of Environmental Protection (D.E.P.) is scheduled to expire on August 9, 2012. D.E.P. requires submittal of the permit renewal application plus all supporting documentation for renewal no later than 180 days prior to the expiration of the current permit. Therefore, the deadline for the WWTF permit renewal package is February 11, 2012.

Attached is a proposal and scope of work to provide engineering services to renew the WWTP operating permit at a lump-sum fee of \$18,500.00 from Baskerville Donovan Inc.

Recommendation: SSRUS Board recommend that the City Council authorize Baskerville Donovan Inc. to provide engineering services for renewing the WWTP operating permit for a lump-sum fee of \$18,500.00.

Attachment
/dg

August 19, 2011

Mr. Vernon Prather
South Santa Rosa Utility System
Gulf Breeze City Hall
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: South Santa Rosa Utility System (SSRUS) WWTP Permit Renewal
Scope of Work

Dear Vernon:

As you are aware, the permit renewal for the City's wastewater treatment facility is due by August 9, 2011. The Department of Environmental Protection requires that the renewal application be received in their office 180 days prior to expiration, before February 11, 2011. Attached are two copies of Baskerville-Donovan's proposal to provide services required to complete and submit the application package to the Florida Department of Environmental Protection.

We propose to provide these services required for the permit application for a lump sum fee of \$18,500. The proposal details our schedule and a date by which we must receive authorization to proceed in order to make the permit submittal deadline. We will proceed with these services as directed by you.

Very truly yours,
Baskerville-Donovan, Inc.



Richard W. Delp, CSI, CDT
Project Manager

Attachment

**South Santa Rosa Utility System
Wastewater Treatment Facility Permit Renewal Application
Scope of Work**

For Permit Number FLA010212

Baskerville-Donovan, Inc. (BDI) has been requested to provide a Scope of Work to prepare and submit the Florida Department of Environmental Protection (FDEP) permit renewal application for the South Santa Rosa Utility System (SSRUS) Wastewater Treatment Facility (WWTF) as required by Florida Administrative Code (FAC), Rule 62-620.335.

General Statement of Services

The current FDEP operating permit for the SSRUS WWTF expires on August 9, 2012. As such, the FDEP requires submittal of the permit renewal application and all supporting documentation for renewal no later than one-hundred and eighty days (180) prior to the expiration of a current permit. Accordingly, the deadline for the WWTF permit renewal package is February 11, 2012.

Section 1 - Scope of Work

BDI will prepare and submit the following as part of the permit renewal application.

Task 1 – Preparation of FDEP Permit Application Forms:

BDI will prepare the necessary permit application forms, FDEP Forms 62-620.910(1) & (2), appropriately certified, including securing historical residuals generation rates, description of current residuals management and disposal activities, and determination and itemization of any historical discharges and permit violations. BDI will update or prepare a Process Flow Diagram showing the current status and current capacity of the facility and a Site Plan showing the current operations and unit processes. This work effort shall include submitting results of the latest *Updated Agricultural Use Plan*, and the *Reclaimed Water or Effluent Analysis Report* as required:

Task 2 – Field Observation and Operation and Maintenance Performance Report Preparation:

BDI will conduct the necessary field visit(s) to determine current service conditions of the primary features of the wastewater treatment facility, review operating and reporting protocols and residuals management practices. The site visit(s) will include an evaluation of the physical condition of the primary treatment systems components and their treatment efficiency, development of performance trends, operation and maintenance program, and assessment of the impacts of infiltration/inflow on the wastewater collection system. This task will result in

the preparation of the *Operation and Maintenance Performance Report* including an itemization of the problems or deficiencies, needed improvements, and recommended prioritization for corrective measures.

Task 3 – Capacity Analysis Report

BDI will update the latest *Capacity Analysis Report* which includes describing the existing facility's permitted capacity, current monthly, three-month moving and annual average daily flows for the current and preceding ten (10) calendar years. An assessment of the reported flows from the study period will be evaluated to establish seasonal variation in flows and historic peaking factors. Treatment process units whose capacity is hydraulically defined will be evaluated using the historic flow variations to establish a current level of service. Future annual average, monthly maximum and seasonal peak flows will be projected using either available published population projections for the SSRUS service area or utilize projecting historic rates forward. Future flow conditions will be compared to existing process unit capacities to project anticipated dates that service conditions will exceed the rated capacity levels. An implementation schedule will be included in accordance with Rule 62-600.405 (8), F.A.C.

Task 4 – Responses to Requests for Additional Information:

BDI will meet and/or prepare responses for additional information as requested by the FDEP from their review of the permit renewal application. Completeness items resulting from incomplete submittal of information from the previously described tasks shall be provided.

Section 2 – Deliverables

BDI will provide the following deliverables:

- Four (4) copies of *Updated Capacity Analysis Report*
- Four (4) copies of *Operation Maintenance and Performance Report*
- Four (4) copies of Permit Application Forms and supporting documents
-

Section 3 – Schedule

The following is a projected schedule by milestone tasks from the Notice to Proceed through submission of the permit application forms and reports to the FDEP. The total project schedule is based on the Owners timely review within the time frames set forth below. It is anticipated that the project schedule will be eighty (80) days for submission to the FDEP, plus any additional time that may be required for responding to comments from the FDEP after the original submittal. The overall project schedule is dependent on a timely response from the FDEP in reviewing the completed permit application documentation.

Milestone Task

Calendar Days
(each task) (from NTP)

Prepare drafts of FDEP Forms 62-620.910(1) and 62-620-910(2)	10	10
Perform fieldwork for OMPR	2	12
Secure historic flow information	2	14
Prepare draft findings of OMPR and perform field evaluation	10	24
Owner review of evaluation	5	29
Prepare draft CAR flow projections	10	39
Prepare draft OMPR	10	49
Prepare draft CAR	5	54
Owner review of OMPR and CAR	14	68
Incorporate Owner comments in OMPR and CAR	7	75
Secure signatures on all documents	5	80
Submit documents to FDEP NWFL District Office		

NO LATER THAN 2/10/2012

Based upon this eighty (80) day schedule, *Notice to Proceed* needs to be effective on or before November 16, 2011. This time period takes into consideration time off during the Holiday season.

Section 4 - Owner's Responsibility

SSRUS will provide all available information on the existing plant flows, sampling results, residuals disposal information and other information necessary to complete the permit application. Information provided by SSRUS shall not be independently reviewed by BDI for accuracy with the exception of it is determined that there is a point of conflict or concern. SSRUS shall provide written comments on the information provided, draft permit applications and reports and pay the application processing fee of \$5,000 in accordance with Rule 62-4.050(4)(b)2.1, FAC.

Section 5- Method of Compensation

The engineering fee for performing these services will be a lump sum fee of Eighteen thousand, five hundred dollars (\$18,500). BDI will invoice SSRUS on monthly basis on a percent of the work completed.

Section 6 – Acceptance

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.

SOUTH SANTA ROSA UTILITY SYSTEM



T. Keith Hill, P.E.
Executive VP/COO

Representative

8/19/2011

Date

Date

**South Santa Rosa Utility System
Wastewater Treatment Facility Permit Renewal Application
Scope of Work**

For Permit Number FLA010212

Baskerville-Donovan, Inc. (BDI) has been requested to provide a Scope of Work to prepare and submit the Florida Department of Environmental Protection (FDEP) permit renewal application for the South Santa Rosa Utility System (SSRUS) Wastewater Treatment Facility (WWTF) as required by Florida Administrative Code (FAC), Rule 62-620.335.

General Statement of Services

The current FDEP operating permit for the SSRUS WWTF expires on August 9, 2012. As such, the FDEP requires submittal of the permit renewal application and all supporting documentation for renewal no later than one-hundred and eighty days (180) prior to the expiration of a current permit. Accordingly, the deadline for the WWTF permit renewal package is February 11, 2012.

Section 1 - Scope of Work

BDI will prepare and submit the following as part of the permit renewal application.

Task 1 – Preparation of FDEP Permit Application Forms:

BDI will prepare the necessary permit application forms, FDEP Forms 62-620.910(1) & (2), appropriately certified, including securing historical residuals generation rates, description of current residuals management and disposal activities, and determination and itemization of any historical discharges and permit violations. BDI will update or prepare a Process Flow Diagram showing the current status and current capacity of the facility and a Site Plan showing the current operations and unit processes. This work effort shall include submitting results of the latest *Updated Agricultural Use Plan*, and the *Reclaimed Water or Effluent Analysis Report* as required.

Task 2 – Field Observation and Operation and Maintenance Performance Report Preparation:

BDI will conduct the necessary field visit(s) to determine current service conditions of the primary features of the wastewater treatment facility, review operating and reporting protocols and residuals management practices. The site visit(s) will include an evaluation of the physical condition of the primary treatment systems components and their treatment efficiency, development of performance trends, operation and maintenance program, and assessment of the impacts of infiltration/inflow on the wastewater collection system. This task will result in

the preparation of the *Operation and Maintenance Performance Report* including an itemization of the problems or deficiencies, needed improvements, and recommended prioritization for corrective measures.

Task 3 – Capacity Analysis Report

BDI will update the latest *Capacity Analysis Report* which includes describing the existing facility's permitted capacity, current monthly, three-month moving and annual average daily flows for the current and preceding ten (10) calendar years. An assessment of the reported flows from the study period will be evaluated to establish seasonal variation in flows and historic peaking factors. Treatment process units whose capacity is hydraulically defined will be evaluated using the historic flow variations to establish a current level of service. Future annual average, monthly maximum and seasonal peak flows will be projected using either available published population projections for the SSRUS service area or utilize projecting historic rates forward. Future flow conditions will be compared to existing process unit capacities to project anticipated dates that service conditions will exceed the rated capacity levels. An implementation schedule will be included in accordance with Rule 62-600.405 (8), F.A.C.

Task 4 – Responses to Requests for Additional Information:

BDI will meet and/or prepare responses for additional information as requested by the FDEP from their review of the permit renewal application. Completeness items resulting from incomplete submittal of information from the previously described tasks shall be provided.

Section 2 – Deliverables

BDI will provide the following deliverables:

- Four (4) copies of *Updated Capacity Analysis Report*
- Four (4) copies of *Operation Maintenance and Performance Report*
- Four (4) copies of Permit Application Forms and supporting documents
-

Section 3 – Schedule

The following is a projected schedule by milestone tasks from the Notice to Proceed through submission of the permit application forms and reports to the FDEP. The total project schedule is based on the Owners timely review within the time frames set forth below. It is anticipated that the project schedule will be eighty (80) days for submission to the FDEP, plus any additional time that may be required for responding to comments from the FDEP after the original submittal. The overall project schedule is dependent on a timely response from the FDEP in reviewing the completed permit application documentation.

<u>Milestone Task</u>	<u>Calendar Days</u>	
	<u>(each task)</u>	<u>(from NTP)</u>
Prepare drafts of FDEP Forms 62-620.910(1) and 62-620-910(2)	10	10
Perform fieldwork for OMPR	2	12
Secure historic flow information	2	14
Prepare draft findings of OMPR and perform field evaluation	10	24
Owner review of evaluation	5	29
Prepare draft CAR flow projections	10	39
Prepare draft OMPR	10	49
Prepare draft CAR	5	54
Owner review of OMPR and CAR	14	68
Incorporate Owner comments in OMPR and CAR	7	75
Secure signatures on all documents	5	80
Submit documents to FDEP NWFL District Office		

NO LATER THAN 2/10/2012

Based upon this eighty (80) day schedule, *Notice to Proceed* needs to be effective on or before November 16, 2011. This time period takes into consideration time off during the Holiday season.

Section 4 - Owner's Responsibility

SSRUS will provide all available information on the existing plant flows, sampling results, residuals disposal information and other information necessary to complete the permit application. Information provided by SSRUS shall not be independently reviewed by BDI for accuracy with the exception of it is determined that there is a point of conflict or concern. SSRUS shall provide written comments on the information provided, draft permit applications and reports and pay the application processing fee of \$5,000 in accordance with Rule 62-4.050(4)(b)2.1, FAC.

Section 5- Method of Compensation

The engineering fee for performing these services will be a lump sum fee of Eighteen thousand, five hundred dollars (\$18,500). BDI will invoice SSRUS on monthly basis on a percent of the work completed.

Section 6 – Acceptance

If the above scope and fees meet your approval, please indicate by your signature in the space provided below and return one (1) signed copy which will constitute an agreement and a "Notice to Proceed" for the above referenced tasks to accomplish this work:

BASKERVILLE-DONOVAN, INC.

SOUTH SANTA ROSA UTILITY SYSTEM

T. Keith Hill

T. Keith Hill, P.E.
Executive VP/COO

Representative

Date

8/19/2011

Date



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: October 28, 2011
RE: Fee proposal for St. Francis

Staff has discussed with the Florida Department of Transportation a Joint Participation Agreement (JPA) for the paving and sidewalk work on St. Francis Drive, as well as the pedestrian safety improvements at several locations along U.S. Highway 98. Since all of this work would have been included in the 2013 resurfacing project, the Department is willing to allow the City to complete the work now and reimburse the City in 2013.

In order to meet the conditions of the JPA, the City will have to have more formal plans for approval by the Department. Since HDR has done the surveying, design and plan sheets for most of the work, it makes sense to have them complete the project for the City.

Even though the JPA is not finalized, staff believes that we should have HDR begin to prepare the documents to submit to the Department as soon as the JPA is approved in order to minimize further delays in construction. HDR has submitted a fee of \$18,823.66 for the work, which includes additional design for the pavement on St. Francis Drive as well as bid and construction assistance to the City.

RECOMMENDATION: The City Council approve HDR, Inc. to complete the design of St. Francis Drive repaving and U.S. 98 pedestrian improvements for a fee of \$18,823.66.

SCOPE OF SERVICES

**McClure Drive/St. Francis Drive from Pavement Break
At Shopping Center Entrance Road to US 98**

**City of Gulf Breeze
10/17/2011**

McClure Drive/St. Francis Drive from Pavement Break At Shopping Center Entrance Road to US 98

Introduction

This project includes design, bid assistance and contract administration for the following:

1. Reconstruct McClure Drive from the pavement break at the Shopping Center Entrance Road to the pavement break at the intersection of McClure Drive and St. Francis Drive, a distance of approximately 760 linear feet. The typical section will consist of two 12-foot travel lanes with unpaved shoulders constructed along the existing horizontal and vertical alignment. This will involve widening existing travel lanes.
2. Resurface St. Francis Drive from the pavement break at the intersection of St. Francis Drive/McClure Drive to US 98, a distance of approximately 310 linear feet. No widening will occur in this section.
3. Design sidewalk along the south side of McClure Drive from the end of sidewalk at US 98 and McClure Drive to the intersection of McClure Drive and St. Francis Drive.
4. Design curb ramps at Starbucks on US 98, Harbortown Entrance at US 98, and Shoreline @ US 98. Design sidewalk repair at Gulf Breeze Bait and Tackle on US 98.

Assumptions

1. No wetland issues, public involvement meetings or post-construction activities are required for this project other than limited construction assistance as specifically described in this scope.
2. This project does not include stormwater management design or stormwater permitting.
3. ERP and FDOT Connection Permits will not be required for the project.
4. Topographic survey and roadway cores collected for FDOT's resurfacing of SR 30 (US 98) FPN 421644-1-32-01 will be used for the project. No additional survey or geotechnical investigation will be required.
5. There will be no utility adjustments required. HDR will coordinate with utility owners to verify no conflicts and document existing utilities on the plans.
6. The project will be developed in Microstation and in general compliance with FDOT cadd manual.
7. The following standards and specifications shall be used on the project:
 - o Florida Department of Transportation Design Standards, 2010
 - o Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2010
 - o Florida Greenbook, 2007
8. No as-built drawings are required.
9. Phase submittals will occur at 60% and 100% and Final Plans development stage.
10. The City of Gulf Breeze will support the project by performing the following tasks:
 - o Execute a JPA with FDOT allowing construction of the project.

**McClure Drive/St. Francis Drive from Pavement Break
At Shopping Center Entrance Road to US 98**

- Provide construction inspection services.
11. This project does not include a project specific pavement design. Pavement will consist of 8" limerock base, 3" SP-12.5, and 1" FC-9.5.

**McClure Drive/St. Francis Drive from Pavement Break
At Shopping Center Entrance Road to US 98**

TASK 1 COORDINATION MEETINGS/PROJECT MANAGEMENT

Subtask 1-1 Project Management

Objective:

Maintain communication, coordination, and documentation with City of Gulf Breeze Project Manager.

HDR Activities:

- HDR will provide City of Gulf Breeze a monthly status report to accompany invoices.
- HDR will maintain an organized project filing system to retain documentation.

HDR Deliverables:

Monthly status reports

Subtask 1-2 Utility Coordination Meetings

Objective:

Coordinate proposed improvements with utility owners.

HDR Activities:

Conduct one utility coordination meeting to discuss proposed improvements with utility owners. Meeting will follow the 60% phase submittal.

HDR Deliverables:

Draft meeting minutes and distribute.

Subtask 1-4 City Staff Meetings

Objective:

Maintain and track progress on coordination issues.

HDR Activities:

Conduct two meetings with City of Gulf Breeze, one at project kickoff and another following 60% plans submittal.

HDR Deliverables:

Draft meeting minutes and distribute.

McClure Drive/St. Francis Drive from Pavement Break At Shopping Center Entrance Road to US 98

TASK 2 ROADWAY DESIGN

Subtask 2-1 60% Design Plans

Objective:

Prepare 60% Design Plans and supporting documentation. The purpose of this submittal is to analyze existing conditions and prepare preliminary construction plans containing the following elements:

Preliminary Construction Plans:

- Key Sheet.
- Summary of Pay Items with no quantity input.
- One Typical Section Sheet.
- General Notes.
- Summary of Quantities sheet with no quantity input.
- Plan/Profile Sheets for proposed roadway and drainage features at 1"- 50' scale. A total of 2 sheets are anticipated.. The plan view shall show existing roadway topography, existing utilities, existing drainage features, apparent right-of-way limits and the proposed roadway improvements.
- Cross Sections at 50 foot intervals showing proposed improvements and existing roadway. Cross Sections shall show buried utilities as identified through coordination with utility owners. There will be no earthwork calculations for this submittal.
- Erosion Control Sheet
- Stormwater Pollution Prevention Plan (SWPPP).
- Roadway Design Documentation

HDR Deliverables:

Three (3) 11" x 17" copies of the 60% Construction Plans

Three (3) copies of the 60% Design Documentation

McClure Drive/St. Francis Drive from Pavement Break At Shopping Center Entrance Road to US 98

Subtask 2-2 100% Design Plans

Objective:

Prepare 100% Construction plans containing the following elements:

100% Construction Plans:

- Incorporate 60% review comments into the plans/design docs.
- Update plan/profile sheets with final design details.
- Update Summary of Pay Items with quantity input.
- Update Summary of Quantities with quantity input.
- Update Cross Sections with earthwork calculations.
- Traffic Control Plan Sheets/Details utilizing FDOT Standard details.
- Prepare Construction Cost Estimate.
- Prepare Bid Documentation (City of Gulf Breeze Standard).
- Prepare Quantity Computation Book.

HDR Deliverables:

Three (3) 11" X 17" copies of the 100% Construction Plans

Three (3) copies of the 100% Roadway & Design Documentation

Bid Package Consisting of Bid Tabulation Sheet and City of Gulf Breeze Front End Documents
(to be provided by City).

Construction Cost Estimate

Computation Book

**McClure Drive/St. Francis Drive from Pavement Break
At Shopping Center Entrance Road to US 98**

TASK 3 BID ASSISTANCE

Objective:

Assemble final plans and bid documents and assist with the bid process.

HDR Activities:

- Incorporate City of Gulf Breeze comments to 100% Plans
- Submit three (3) signed and sealed 11" X 17" copies of the "For Construction" plans.
- Attend pre-bid meeting.
- Prepare bid addenda as needed during bid period.
- Prepare bid tabulation sheet of all bids received and make bid recommendation.

**McClure Drive/St. Francis Drive from Pavement Break
At Shopping Center Entrance Road to US 98**

TASK 4 CONSTRUCTION ADMINISTRATION

Objective:

Provide construction administration assistance.

HDR Activities:

- Conduct periodic administrative meetings with contractor and City of Gulf Breeze inspectors on-site. Assume four (4) meetings.
- Review eight (8) contractor pay requests and make recommendations to City of Gulf Breeze regarding payment.
- Conduct eight (8) site visits to verify work incorporated and address requests for information from the contractor or city inspectors.
- Review drawing/sample submittals for conformance with the Construction Specifications. Assume two (2) submittals.

HDR FEE COMPUTATION
 McClure Drive/St. Francis Drive

ACTIVITY	Project Manager		Professional Engineer		CADD/El		Administrative		Activity Fee	Manhours By Activity	Average Hourly Rate
	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate	Man-Hours	Hourly Rate			
LUMP SUM TASKS											
Task 1 Coordination	8	\$ 137.99	8	\$ 106.62	0	\$ 88.56	8	\$ 73.29	\$ 2,543.20	24	\$ 105.97
Task 2 Roadway Design	11	\$ 137.99	31	\$ 106.62	62	\$ 88.56	0	\$ 73.29	\$ 10,313.83	104	\$ 99.17
Task 3 Bid Assistance	2	\$ 137.99	3	\$ 106.62	7	\$ 88.56	0	\$ 73.29	\$ 1,215.76	12	\$ 101.31
Task 4 Construction Assistance	5	\$ 137.99	14	\$ 106.62	29	\$ 88.56	0	\$ 73.29	\$ 4,750.87	48	\$ 98.98
TOTALS	26	\$ 137.99	56	\$ 106.62	98	\$ 88.56	8	\$ 73.29	\$ 18,823.66	188	\$ 100.13

HDR Lump Sum Total \$ 18,823.66

TASK LIST

ACTIVITY: TASK 1 Coordination Meetings/Project Management

Task	Basis of Estimate	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Remarks
Project Management	LS	4	2		8	4 month duration
Utility Coordination Meetings	EA	1	8		8	Includes preparation and follow up
City Staff Meetings	EA	2	4		8	Includes preparation and follow up
TOTAL				0	24	

TASK LIST

ACTIVITY: Task 2 Roadway Design

Task	Basis of Estimate	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Remarks
Key Sheet	EA	1	4	1	4	
Summary of Pay Items	EA	1	4	1	4	
Typical Section Sheet	EA	1	4	1	4	
General Notes	EA	1	4	1	4	
Summary of Quantities	EA	1	4	1	4	
Plan/Profile Sheets	EA	2	8	2	16	
Miscellaneous Detail Sheet	EA	1	8	1	8	
Cross Section Sheets	EA	24	0.5	4	12	Per Cross Section - one per 50 ft plus 2 @ driveways
Erosion Control Sheets	EA	2	2	2	4	
SWPPP	EA	1	4	1	4	
Traffic Control Plan	LS	1	4	1	4	FDOT Standard Indexes
Roadway Design Documentation	LS	2	4	0	8	At 60% and 100%
Bid Documentation	LS	1	8	0	8	Use City Front End Docs
Cost Estimate	EA	2	4	0	8	
Subtotal				16	92	
Quality Control	7%	1			6	
Supervision	7%	1			6	
TOTAL				16	104	

TASK LIST

ACTIVITY : Task 3 Bid Assistance

Task	Basis of Estimate	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Remarks
Attend Pre-Bid Meeting	EA	1	4	0	4	
Prepare Bid Addenda	EA	2	2	0	4	
Prepare Bid Tabulation	EA	1	2	0	2	
Subtotal				0	10	
8. Quality Control	5%	1			1	
9. Supervision	5%	1			1	
Total				0	12	

TASK LIST

ACTIVITY: Task 4 Construction Administration

Task	Basis of Estimate	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Remarks
Attend Construction Meetings	EA	4	2		8	
Review Pay Requests	EA	8	2		16	
Conduct Site Visits/Address RFIs	EA	8	2		16	
Review Sample/Drawing Submittals	EA	2	4		8	
TOTAL					48	

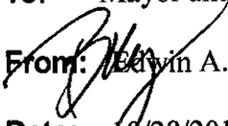


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/28/2011

Subject: Master Plan for Commercial Corridor and Underground Wiring

At the direction of the City Council, we prepared and advertised a request for proposals (RFP) for a firm to prepare a Master Plan for the City. The main focus of the Master Plan is traffic. What changes need to be made to the state and local roadway network to assure future residents, business owners and visitors benefit from the same level of mobility and access they have now when the new bridge is in place. This new plan should be long term in nature as the new bridge will have an estimated 80 year lifespan.

Certain aspects of the existing roadway network create "friction" for through traffic. Examples of this are excessive curb cuts or the proximity of multiple access points to Gulf Breeze Parkway. As redevelopment occurs over the next 15, 20 or 25 years, the City will need a new template for roadway access if traffic flow, ease of access and mobility are to be maintained given the expected increase in traffic.

Another aspect of this study is economic activity. This master plan will address potential sites (known as catalyst sites) for the City to focus incentives for potential redevelopment that will have a positive impact on the City.

The plan will also address underground wiring. The consultants will provide the City a cost estimate for placement of electric lines underground and a plan to accomplish this task.

The consulting firm selected by the review committee is VHB Miller Sellen from Orlando, Florida. They have drafted a general scope of work, timeline and cost estimate for the project. We believe VHB should present this scope of work to the City Council on November 2nd at the Executive Session. Changes to the scope should be indentified. Direction to staff and the City Attorney to finalize the scope of work and a contract with VHB would be necessary to start the process.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
VANASSE HANGEN BRUSTLIN, INC.
d/b/a VHB MILLERSELLEN
AND
CITY OF GULF BREEZE
VHB-MS CONTRACT NO. 82330.11**

DATE

This Agreement is composed of Part I, Part II and Exhibit A. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are the general terms of the engagement between the City of Gulf Breeze, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB). Exhibit A is a schedule of VHB's hourly rates.

PROJECT DESCRIPTION

The City of Gulf Breeze is a built-out community that is bisected by US 98, a heavily traveled regional corridor that connects the City of Pensacola, Pensacola Beach, and Gulf Islands National Seashore. The City has recognized the need for a community-supported vision for redevelopment and reinvestment that will anticipate and plan for changing economic and transportation conditions. VHB MillerSellen (VHB-MS) will prepare a Master Plan with a long term strategy for redevelopment of the US 98 corridor within the City of Gulf Breeze. The Master Plan will evaluate future travel demands, market conditions, land use patterns and potential redevelopment catalyst sites. The results of these analyses will be used to prepare a land use and transportation plan for the corridor, along with an action plan for programming the improvements necessary to spur economic development of identified catalyst sites along the corridor.

SCOPE OF SERVICES

Task I. Context Report.

VHB-MS will attend a Staff Kickoff Meeting with City staff to discuss the project objectives, data needs, and project schedule. Santa Rosa County, FDOT, and Florida-Alabama Transportation Planning Organization (TPO) staff will be invited to participate.

The purpose of the Context Report is to examine the existing conditions within the City of Gulf Breeze and along Gulf Breeze Parkway. This document will provide the background information necessary to build a shared understanding of the opportunities and constraints that must be considered in formulating the Master Plan for the City. VHB-MS will prepare base maps and analyze ownership, land use, zoning, transportation, utilities and any other regulatory framework documents, including the Comprehensive Plan, Community Redevelopment Area (CRA) plan and Design Guidelines, and Land Development Code.

VHB-MS will also conduct a field observation to evaluate general site conditions, urban form and development character, pedestrian and vehicular circulation patterns and connectivity. VHB-MS will identify potential property acquisition and/or property assemblage opportunities for potential

redevelopment catalyst sites; these sites will be classified as immediate, intermediate, and long term redevelopment potential in the final Master Plan.

VHB-MS will collect information and analyze existing traffic patterns, turning movements, safety issues and traffic volumes within the corridor, including pedestrian, bicycle, transit and automobile facilities. This assessment will also include an analysis of the Florida Department of Transportation's (FDOT) 5-year Work Program, the current Pensacola Bay Bridge PD&E, the Florida - Alabama TPO Transportation Improvement Program, the Florida - Alabama TPO US 98 Corridor Management Plan, Santa Rosa County roadway and capital improvement plans, Santa Rosa County Transit routing and proposed improvements, corridor and intersection traffic capacity analysis.

The findings of the Context Report and targeted stakeholder interviews (described in Task II.b) will be used to develop goals and objectives that will guide the development of the Revitalization Alternatives.

Deliverable: The results of the context analysis will be summarized in a technical memo for client review. For budgeting purposes, one (1) round of revisions is assumed. The final context report will be included as an Appendix to the Master Plan described in Task VI.

Task II. Public Participation Process

VHB-MS will communicate with the City's Project Manager to prepare an inclusive outreach process that engages stakeholders and provides multiple opportunities for public input during the planning and design process. The following elements are proposed as part of this scope:

- a. **Steering Committee Meetings:** VHB-MS recommends the City establish a "steering committee" that will assist the council in the preparation and implementation of the Master Plan. The Steering Committee will aid in the implementation of the plan, by identifying key stakeholders or potential "champions", and for holding the City accountable for carrying the plan far into the future. VHB-MS will hold up to six (6) meetings with the Steering Committee to present draft work products, review the results of the public workshops, and prepare for the City Council.
- b. **Stakeholder Interviews:** VHB-MS will meet with parties such as key decision makers, potential champions, significant business or property owner groups, public school officials or others identified by the Steering Committee. The stakeholder interviews may also include agency partners such as FDOT. VHB-MS will facilitate stakeholder interviews for two (2) days. The results will be summarized for review by the City and Steering Committee and will be used as the basis for the preparation of Revitalization Alternatives concepts.
- c. **First Public Workshop ("Kickoff"):** The first public workshop serves as the "official kickoff" of the public participation process. The project team will present:
 - An overview of the project background and goals
 - The proposed schedule and public involvement process
 - Planned dates for additional public participation including a public design workshop (design charrette)
 - Status update of the Context Report being prepared as Task I.
- d. **Second Public Workshop ("Design Charrette")** This process is conducted at a site provided by the City where a large number of citizens can participate. The charrette will be a maximum of four (4) days, beginning with an educational piece on how the process works, immediately followed by a

public design session. The public design session is used to help establish the community Vision and to identify:

- What is working well
- What existing elements can be enhanced
- What new elements should be added

The purpose of the exercise is to engage the public in identifying potential problems with transportation, development, or other public infrastructure needs and to involve them in proposing ideas for solutions. This process is very effective in gaining “ownership” for the long term implementation of the Master Plan. Members of the project team will set up and maintain a design studio within the community to work on the recommendations and issues identified and the public will be able to visit the studio during those days. The Charrette ends with a “work in progress” presentation to the public where the project team presents the concepts and ideas, including revitalization alternatives, to the public to gain feedback on the direction the team is headed.

- e. **Third Public Workshop:** The third and final workshop will be held as part of a City Council workshop where a presentation on the DRAFT Master Plan and the contained recommendations are presented. The DRAFT Master Plan and conceptual revitalization alternatives will be refined into the Preferred Revitalization Alternatives (as described in Task III) through interaction with the Steering Committee and the City staff in preparation for this final workshop. The intent of this presentation is obtain City Council approval of the recommendations contained in the Master Plan.

As directed by the City's Project Manager, VHB-MS will also schedule presentations or workshops with the Community Redevelopment Agency Board and City Council to keep decision-makers informed and engaged in the planning process. These additional meetings will be charged as “hourly” in accordance with Exhibit A.

Task III. Refinement of Revitalization Alternatives

Using information obtained during the Design Charrette described in Task II, as well as generally accepted best redevelopment practices, VHB-MS will refine and prepare up to three (3) conceptual Revitalization Alternatives. The Revitalization Alternatives will address both the public and private realms and will propose the recommended standards and land use patterns which will guide future development and economic activity within the corridor.

Safety for vehicles, pedestrians, and bicyclists is of concern along Gulf Breeze Parkway and the connected roadway network. VHB-MS will identify potential solutions to address future safety needs of the Gulf Breeze Parkway and the connected street network through crash analysis and targeted field reviews. Since Gulf Breeze Parkway is likely to become more multimodal during the coming years, the safety of existing and future modes, including pedestrians, bicyclists, and transit, will be considered.

An important goal of the City of Gulf Breeze Master Plan is to improve short-term and long-term traffic operations through coordinated land use and transportation planning. As part of our efforts, VHB-MS will quantify the existing and projected future operations for roadway segments and key intersections to evaluate the benefits and impacts of proposed alternatives.

Based on existing conditions, potential impacts to adjacent land uses, infrastructure, stormwater management facilities, and mobility resulting from the Pensacola Bay Bridge project, and future travel demands, the VHB-MS team will identify potential improvements to safety, access and mobility for all users. As a result of the analysis, alternatives will be refined to preferred alternative(s) for operational and safety improvements within the Corridor and potential redevelopment sites. Planning level costs for improvements will be prepared for the selected alternative(s)

The Revitalization Alternatives will conceptually address changes to land use and zoning, transportation circulation and access management, and multi-modal transportation options. One potential strategy is the use of overlay district maps to accommodate existing zoning and uses, while providing an incentive for reuse or redevelopment of these sites. The relationships between the City and its gateways (Pensacola Bay, Pensacola Beach Boulevard, and Naval Live Oaks Area) will receive emphasis in order to develop recommendations to improve traffic flow and safety.

VHB-MS will use the City's existing CRA Redevelopment Design Guidelines as a starting framework, but may also propose alternative guidelines where appropriate and supported by the community.

Using the goals and objectives established for the project in Task I, as well as other benchmarks, including public input and preliminary order of magnitude costs of capital improvements and infrastructure, the alternatives will be evaluated by the Steering Committee, City and VHB-MS. The public will then confirm the Preferred Revitalization Alternative in the third and final workshop of Task II.e for use in the final Master Plan.

Deliverables: Up to three (3) conceptual Revitalization Alternatives and up to one (1) Preferred Revitalization Alternative.

Task IV. Market & Financial Analysis

a. Update Market Analysis:

As part of preparation of the Context Report, the citywide market analysis previously completed by WTL+a (for the Live Oak Village Center site in April 2011) will be updated by VHB-MS subconsultant WTL+a as necessary to ensure that recent and current development trends, and relevant demographics and economic "drivers" of demand for growth and economic development in Gulf Breeze are up-to-date.

An up-to-date market analysis is critical in that it will: 1) serve as the basis for land use decisions in the master plan; and 2) because redevelopment potentials for specific land uses for catalyst sites must be tested as a means of understanding future investment and redevelopment opportunities throughout the corridor and as a means of identifying appropriate economic development directions.

WTL+a will selectively update, as necessary, the following:

- Demographic & Economic Profile – Utilize available economic and demographic data to evaluate fundamental sources of demand for housing and hospitality/lodging uses (e.g., population/household growth, visitor trends, distribution and changes in age cohorts, etc.); evaluate drivers of demand for workplace uses (professional/medical office, industrial space) in Escambia and Santa Rosa Counties (e.g., employment growth trends/forecasts, by industry sector); and examine household and consumer and local employee retail spending patterns and review visitor spending and behavior to inform potential supporting uses such as convenience/service and/or destination retail, and food service/restaurants.
- Real Estate Market Conditions – Review historic/current market performance for workplace uses and supporting services (e.g., inventory, occupancy patterns, rents and sales prices, absorption/leasing activity, new construction, etc.); assemble and analyze secondary data on development patterns (e.g., building permits, housing starts, pipeline

projects, etc.); and analyze key operating metrics in the lodging market (e.g., seasonality, market segmentation, ADRs, occupancy patterns, etc.).

- **Market/Development Potentials** – Test market support for each use identified above using appropriate demand methodologies (expressed in gross square feet, hotel rooms, number of residential units, etc.); estimate likely absorption and identify phasing strategies that consider current market conditions, near-term demand expectations, and local and regional growth patterns in Gulf Breeze and Santa Rosa County.

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b. Evaluate Revitalization Alternatives

WTL+a will also assist in evaluating the revitalization alternatives described in Task III based on the findings of the updated market analysis. WTL+a will identify key factors affecting overall marketability, including: locational issues and characteristics such as regional access and visibility/frontage; other citywide economic development initiatives; CRA redevelopment incentives; possible expansion by demand generators (e.g., Baptist Hospital, App River, etc.); and other factors as they affect the overall marketability of potential catalyst/opportunity sites identified during public input and evaluated by the VHB-MS team.

WTL+a will:

- Assist the VHB-MS team by examining up to two (2) best practices of successful projects similar in scale and purpose in Florida and/or selected other geographies such as the southeastern U.S. The purpose of the analogues is to help generate ideas and understand how other communities have successfully approached similar challenges and opportunities; and
- Assist the VHB-MS team in identifying up to three (3) potential catalyst sites for each of the three (3) conceptual Revitalization Alternatives;
- Allocate development potential for up to three (3) catalyst sites in the Preferred Revitalization Alternative.

c. Measure Economic Benefits

Based on the allocation of development potential to each of the catalyst sites of the Preferred Revitalization Alternative, WTL+a will measure the overall economic impacts accruing to the City of Gulf Breeze and other relevant jurisdictions. WTL+a will:

- Estimate direct economic impacts accruing to the City of Gulf Breeze, Santa Rosa County, and other jurisdictions as appropriate, including: one-time construction and ongoing permanent jobs (full-time equivalents over the period) and associated wages at prevailing wage rates; new residents; new school-age children; etc., and
- Calculate expected project benefits, including: estimated assessed values, by use; estimated retail sales and sales tax receipts and property tax receipts, by use accruing to these jurisdictions; hotel/transient occupancy taxes; and, estimated business, licensing and other use taxes as well as other significant categories of public revenues or benefits.

d. Test Financial Feasibility

As a means of understanding the overall investment viability of the recommended development program(s) on one (1) catalyst site, WTL+a will analyze the financial feasibility of the program by preparing a pro forma financial model. This task is critical in that the findings will guide preparation of preliminary economic development directions in subsequent tasks and to understand the type and degree of public participation and incentives. WTL+a will:

- Prepare 10-year pro forma cash flows in Excel for one (1) catalyst site;
- Test potential variable assumptions in a series of sensitivity analyses to examine impacts on investment returns/potential impacts on value (e.g., re-leasing existing vacant space, commercial rental rates, possible renovation costs, discount rates, etc.);
- Calculate the net present value of the cash flow using appropriate capitalization rates to determine investment returns over the operating period;
- Identify key issues pertaining to public partnerships, such as order-of-magnitude cost estimates of public realm improvements (provided by VHB); and
- Prepare summary tables and charts in Excel for presentation and discussion.

A contract addendum shall be required to test additional catalyst sites of the Preferred Revitalization Alternative.

Task V. Utilities Analysis

Baskerville Donovan to provide scope

Task VI. Preparation of the City of Gulf Breeze Revitalization Master Plan

The recommendations of all prior tasks will be summarized in the Master Plan report. The Final Revitalization Master Plan report will include the following components:

a. Illustrative Master Plan:

Using the Preferred Revitalization Alternative, the Illustrative Master Plan will visually depict different character zones in the Gulf Breeze Parkway corridor, identify up to three (3) potential "catalyst sites" suitable for public reinvestment or public-private partnerships, recommended typical roadway cross sections, and recommended land use changes supportive of redevelopment. The Illustrative Master Plan will also identify strategic locations for public spaces, which may include greenways and parks, civic gathering spaces, or institutional uses.

The recommended improvements and design criteria are not intended to be a "one-size-fits-all" solution, and must be applied uniquely to different areas within the corridor, based on the needs of the community. The Illustrative Master Plan will identify context-sensitive revitalization opportunities and serve as the blueprint for community-supported decisions.

b. Recommended Design Guideline Amendments

VHB-MS will propose recommended amendments to the City's 2006 CRA Downtown Redevelopment Design Guidelines as necessary to implement the Revitalization Master Plan.

c. Comprehensive Plan and Land Development Code amendments

VHB-MS will draft recommended amendments for both the Comprehensive Plan and Land Development Code as necessary to promote and regulate the Revitalization Master Plan for the Corridor. City staff shall be responsible for preparing and processing the final Comprehensive Plan and Land Development Code amendments, unless otherwise agreed upon by the City and VHB-MS.

d. Recommended corridor and intersection improvements;

VHB-MS will identify modifications or additions to the roadway network or other connections necessary to improve access and safety; VHB-MS will also make transportation recommendations for the identified catalyst sites that are intended to maximize internal trip capture. If applicable at the time, VHB-MS will make recommendations to address the impacts resulting from the Pensacola Bay Bridge improvements. VHB-MS will provide recommendations to improve transit service as a mode of choice. All recommendations for transportation improvements will be coordinated with the FDOT, West Florida Regional Planning Council (WFRPC) Transportation Planning Organization and Santa Rosa County to avoid conflicting recommendations.

e. Implementation Plan

VHB-MS will develop an Implementation Plan matrix that outlines the policy recommendations, specific revitalization and economic development strategies and steps, preliminary order of magnitude cost budgeting, and timelines for execution of individual recommendations for both the public and private realm objectives. This matrix will serve as the guide for City staff to use as a source of information and to measure the progress of specific task execution. This will assist the City in developing a strategic budgeting program for implementation of various initiatives. VHB-MS will work with staff to make this document as functional and time-specific as possible. Ultimately, this single document will serve as a functional tool to guide and measure year-to-year progress and overall implementation of the master plan. A draft report will be provided to the City for review. One (1) round of revisions is assumed prior to presentation to City Council. An additional round of revisions is assumed following the City Council meeting.

f. **Benchmarks to Measure Progress in Implementation**

VHB-MS will propose benchmarks to help the City determine the effectiveness of the Revitalization Master Plan. The benchmarks will allow the City to measure progress and determine if capital projects or redevelopment policies need to be re-prioritized based upon current conditions.

g. **Strategies for Implementation**

1. **Incentives**

Redevelopment to transform traditional highway corridors to a more sustainable urban condition is often a long process measured in incremental successes. VHB-MS will identify potential incentives for the private sector to initiate development and/or redevelopment.

It should be noted that incentive strategies do not always require financial outlay by the City or CRA. In many cases, VHB-MS has found that new development patterns that promote pedestrian-friendly design can create new economic opportunities for existing businesses. VHB-MS will explore a broad range of both public and private incentive programs that are budget sensitive to the City, while strategically maximizing economic returns.

2. **Financing Approaches**

The City and CRA have a broad range of alternative funding sources from which to draw. VHB-MS will work with staff to identify those opportunities by working closely with the Florida Redevelopment Association (FRA), Florida Main Street, Coalition of Counties and Cities, the Urban Land Institute (ULI), as well as others to identify as many opportunities as possible. VHB-MS will outline these opportunities and provide critical submission dates and information for continued follow-up and execution of these opportunities. If requested, VHB-MS can further assist the City in preparing grant applications in the future.

3. **Development Strategy**

WTL+a will assist the VHB team to prepare a Development Strategy to implement the master plan. The Development Strategy will focus on the following elements:

- Plan Initiatives—including priority projects on catalyst sites; and, phasing and timing strategies
- Privately Sponsored Projects/Investment—including overall investment viability, return-on-investment
- Public Funding/Financing Approaches—as a means of leveraging private investment, WTL+a will identify preliminary organizational and financing

options that could be employed to advance specific recommendations of the master plan. WTL+a will examine existing financing/funding mechanisms and alternative funding options will be evaluated to determine the best approach for implementing the master plan.

h. Presentation to City Council

The final report and master plan will be presented to City Council for adoption.

Task VII. Communicate with Agencies

At the direction of the City, VHB-MS will attend meetings with FDOT, the Florida-Alabama TPO, or other applicable agencies, to represent the City's interests and discuss potential impacts resulting from the Pensacola Bay Bridge Replacement Project, US 98 Corridor Management Plan, or other projects that may influence land use and transportation conditions along the US 98 corridor within the City of Gulf Breeze. Services authorized by the City will be charged as "hourly" in accordance with Exhibit A, with a budget estimate of \$15,000.00. VHB-MS will not exceed this budget estimate without written authorization from the City.

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COMPENSATION

VHB-MS will perform the Scope of Services contained in this Agreement on a lump sum basis per task except as indicated below. Tasks shown as hourly with an estimated fee will be invoiced at the standard hourly billing rates in effect at the time the work is performed. The total lump sum and estimated fees for this Scope of Services is \$ 329,500, plus reimbursable expenses, allocated approximately as follows:

Task	Lump Sum Fee	Estimated Fee
I. Context Report	\$ 25,000	
II. Public Participation Process	\$ 105,000	
III. Refinement of Revitalization Alternatives	\$75,000	
IV. Market Analysis	\$54,500	
V. Utilities Analysis	To be determined	
VI. Preparation of the City of Gwinnett Parkway Master Plan	\$55,000	
VII. Coordination with Agencies		\$15,000
TOTAL	\$314,500	\$15,000

In addition to the labor compensation, VHB-MS shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps and similar documents; etc. These direct expenses will be billed at cost.

SERVICES NOT INCLUDED

The following services are not anticipated and, therefore, not included in this Agreement at this time:

- Final construction plans
- Geotechnical engineering services
- Surveying services
- Field delineation of jurisdictional wetlands

Should work be required in these areas, or areas not previously described, VHB-MS will prepare a proposal or amendment, at the client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

VHB-MS will begin performance of the above services on the date written authorization to proceed is received.

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

By: _____

Title: _____

Date: _____

CLIENT AUTHORIZATION

City of Gulf Breeze agrees with Part I which includes the Scope of Services and Compensation. Together they constitute the entire Agreement between Vanasse Hangen Brustlin, Inc. and City of Gulf Breeze

Total Lump Sum Fee and Estimated Monthly Fees (excluding reimbursements): **\$329,500**

By: _____

Title: _____

Date: _____

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PART II

VANASSE HANGEN BRUSTLIN, INC.
TERMS AND CONDITIONS OF AGREEMENT

(Page 1 of 5)

The engagement of Vanasse Hangen Brustlin, Inc. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **NO RETAINER IS REQUIRED TO COMMENCE SERVICES UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports and

attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay Engineer. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the following limits:
 - ◇ Bodily Injury \$500,000 each person
 \$500,000 each occurrence
 - ◇ Property Damage \$100,000 each occurrence

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB.
11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions which are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet or transfer its duties or interest in this Agreement without the written consent of VHB.
14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.

15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).
17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.

19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption, however the same may be caused.
21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.
23. Any taxes or fees, enacted by local, state or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

24. Consultant shall not be responsible for compliance with or violations of federal Fair Housing Act or federal Americans with Disabilities Act requirements. Consultant will design the internal roads, parking areas, and sidewalks accordance with Florida Building Code.
25. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

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City of Gulf Breeze
Master Planning Services

PURPOSE

The purpose of this RFQ is to retain a qualified person, firm or multi-disciplinary team to serve as urban planning, design and development consultants to the City with regard to master planning services for the City of Gulf Breeze.

HISTORY

The City of Gulf Breeze is interested in the creation of a master plan to guide the short, intermediate and long-term development of the downtown commercial corridor. The commercial corridor of the City lines Gulf Breeze Parkway (U.S. 98) through the city. The proposed plan should address the operating efficiency of the Gulf Breeze Parkway Transportation Corridor within the City of Gulf Breeze.

The impetus for this project is the pending replacement of the Pensacola Bay Bridge by the Florida Department of Transportation (F.D.O.T.). A Project Development and Environment study on the replacement of the bridge is currently underway. It is very likely that the bridge will be (a) located in essentially the same place, and (b) increased from four lanes to six lanes. The City is concerned that such action may have a negative impact on mobility, traffic level of service and economic redevelopment through the life of the new bridge facility.

The City has achieved limited success in economic development. The commercial strip along the parkway is part of a Community Redevelopment Agency District. It is the City's desire to develop a plan for the corridor which will facilitate, enhance, and be conducive to future economic development.

SCOPE OF WORK

The City of Gulf Breeze wishes to retain a qualified person, firm or multi-disciplinary team to serve as transportation planning, urban planning, design and development consultants.

The following work efforts or deliverables are required:

I. Context Report The consultant must first conduct an analysis of the existing conditions along Gulf Breeze Parkway. This report will include base mapping, current land use, zoning and ownership inventory. The redevelopment potential of each commercial property along Gulf Breeze Parkway should be classified as immediate, intermediate, or long term. The current traffic patterns and volumes should be mapped, categorized, and described to identify areas for immediate,

intermediate, and long term improvements. All congestion management and traffic friction points should be identified.

II. Revitalization Plan Based on the context report, the consultant will develop a series of revitalization alternatives for the commercial corridor. This plan would include ways to improve traffic flow to allow U.S. 98 and the associated network to maintain or improve upon the current level of efficiency and service over the lifespan of the new bridge.

The Revitalization plan should address changes to land use, zoning, and access to Gulf Breeze Parkway, congestion management, accident reduction, and use of alternatives to internal combustion vehicles. The revitalization plan should also include alternatives for enhancing the economic vitality of the City. Both transportation and economic revitalization concepts should address both public and private initiatives and investment.

The City's Downtown Redevelopment Guidelines should be used as a guide for building placement, location of parking, buffering and provision of access. The consultant is also encouraged to recommend additional steps to enhance the future economic vitality of the City's downtown while improving traffic flow and reducing trips.

III. Presentation to City Council and Public The consultant will present the context report and revitalization plan to the City Council and public at two (2) public workshops, the second of which will include adjustments based on input and direction obtained at the first workshop. Following the second workshop the consultant will prepare a final report to be presented to the City Council.

IV. Additional Direction It is essential that the consultant obtain and analyze current and projected traffic volumes and conditions in close coordination with the F.D.O.T. and its consultants. The consultant will need to project future travel demands given the replacement of the Pensacola Bay Bridge. The consultant should prepare rough, order of magnitude, present day costs for recommended access, mobility, level of service and safety improvements. It is important that improvements be incrementally matched to timing of likely redevelopment so private and public sector improvements and investments can be well timed and coordinated.

The City will require a clearly identified implementation strategy for the master plan to ensure the plan doesn't get "shelved".

The City anticipates that the master plan will be completed over a 12 month period following contract award.

V. Summary

The requested master plan will include strategies and steps to meet or improve upon the current level of service, safety, and efficiency of movement of traffic on U.S. 98. In addition it will include strategies and steps to improve the economic conditions of the commercial corridor. These efforts will be planned and coordinated with the expected development of a six lane bridge replacing the current four lane facility across Pensacola Bay.

Project Location

The commercial corridor along Gulf Breeze Parkway (U.S. 98) through the city.

PROPOSAL REQUIREMENTS

1. Description of firm's qualification for performing the work outlined in the Scope of Service. Specific information relative to similar work accomplished.
2. Names and qualifications of key personnel who will actually be assigned to the project and describe their role. Name of project manager must be included.
3. General project approach, scope and time line to complete proposed project.
4. No more than five(5) references from similar projects including the following:
 - a. Name of the entity for which the work was performed.
 - b. Brief description of the scope of the project.
 - c. Name of contact person with the entity and current telephone number who can knowledgeably discuss your role and performance in the project.
 - d. Provide a sample of deliverables that were produced for the entity (design sketch, perspective drawings).
5. Current workload and with emphasis on the ability to deliver projects on time and within budget.
6. Copies of all registrations, certificates and licenses applicable to the disciplines of urban design, transportation planning, and economic development.
7. List of sub-consultants providing required services for the project if any.
8. Proof of Professional Liability insurance and policy limits (Required).
9. Any other information the firm/individual feels is relevant to evaluating the firms/individuals qualifications.

10. Copies: an original signature copy and four (4) additional copies plus one digital copy.

Sealed Request for Qualifications, plainly marked "Statements of Interest and Qualifications for Master Planning Services for the City of Gulf Breeze," on the outside of the mailing envelope, addressed to City of Gulf Breeze, City Manager, P.O. Box 640, Gulf Breeze, Florida 32561. Statements will be accepted until 2:00 p.m. on June xx, 2011 at which time all proposals will be publicly opened.

PERSONNEL

All personnel to be assigned to this project are subject to approval by the City. Specific experience conducting work of a similar scope shall be limited to the previous five years. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval. The individual/consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

LENGTH OF CONTRACT

The duration of the Contract is anticipated to be twelve months for completion of master plan. However, the City reserves the right to terminate the contract at any time. The selected individual/firm will have no proprietary interest in the term of the contract. Any services authorized pursuant to a Service Authorization executed prior to the expiration of this contract shall be completed and the consultant shall be compensated therefore unless this Contract is terminated. All work completed up to termination shall be compensated.

AWARD OF CONTRACT EXECUTION

A selection committee (consisting of the Mayor, a City Councilman, the City Manager, and staff shall review the proposals and rank the submittals. A ranking of individuals/firms will be made and a short list of five (5) will be presented to the City Council. The short listed firms will be asked to make a thirty (30) minute presentation to the selection committee on or soon after July 18, 2011, presenting their interpretation of the task requirements, project plan, and planning methodology to be used.

After all the presentations have been heard the selection committee will again rank the individuals/firms. The top ranked individual/firm will be submitted to the Council for approval. The City will then initiate negotiations with the selected consultant on a contract. The final contract will be written for a lump sum fee. When the contract is executed by both parties, the consultant will be instructed to commence providing the work outlined in the contract.

All information, data, documents, photos, computer records, and other materials of any kind acquired or developed by the consultant pursuant to this project shall be the property of the City of Gulf Breeze.

EVALUATION OF PROPOSALS

Proposals shall be evaluated and a selection made using the following criteria:

1. Composition, qualifications, and previous related work of staff, particularly with regard to working with municipalities of similar size, government structure, complexity and issues: 25 points.
2. Reputation and experience of the firm with respect to professional consulting services in the following disciplines: downtown redevelopment, urban design, civil engineering, landscape architecture, architecture, transportation analysis, and including experience in technical areas required to successfully complete all master plan elements: 25 points.
3. Understanding of project goals, and local issues and needs, particularly as expressed in Project Approach: 20 points.
4. The demonstrated ability of key project personnel to organize and lead effective, productive public meetings and in-house project meetings: 10 points.
5. Quality of sample materials and qualification package submitted. Responsiveness to submission requirements: 10 points.
6. References from other municipalities and customers who have contracted this individual or firm for similar work in the past: 10 points.

REJECTION

In evaluating each Request for Qualification, the City will consider all information that the City deems relevant for awarding the contract including, without limiting the generality of the foregoing: estimated construction cost, ability to perform, experience and past performance. With regards to any bids or proposals submitted in response hereto, the City reserves the right to waive any errors, omissions, irregularities, and deviations from specifications if the City determines that such action is in the best interest of the City and/or public health, safety and/or welfare. Furthermore, the City may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all bids or proposals, to modify (with the approval of the bidding or proposing party) any bid or proposal, to negotiate with any bidding or proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project. This Request for Qualification is utilized merely as a vehicle to facilitate the evaluation of prospective

contractors. This Request for Qualification shall not in any manner grant and shall not be construed in any manner to grant any rights, benefits or expectations of any manner whatsoever to any person interested in or contemplating submitting a bid or proposal in response hereto. The final terms and conditions of the project or contract contemplated herein may be negotiated between the City and any responsive bidder and the City shall not be required to accept any particular bid or proposal or negotiate with any particular responsive bidder notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive bid or proposal. The City reserves the right to negotiate a proposal in the best interest of the City which may include adding or deleting terms and conditions from those specified herein and/or from those bid upon by a responsive bidder or contained in a responsive bidder's bid or proposal.

TENTATIVE RFQ SCHEDULE

Advertised Dates: May 26 and June 2, 2011

Release of RFQ May 26, 2011

Due Date of RFQ June 30, 2011, 2:00 p.m. (CST)

Tentative Oral Presentation July 13-18, 2011

Selection Committee Decision July 18-22, 2011

City Council Action August 2, 2011

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this request for proposals including, but not limited to , the deadlines for submission, the submission requirements, and the scope of work. The City further reserves the right to reject any and all submittals, or any portion of the service, to cancel or withdraw this request for proposals at any time and to negotiate with any party prior to or after submittal of any proposals.



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 MilerSellen 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

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/5/2011

Subject: Request for Proposals, Master Planning

Based on discussions to date regarding the replacement of the Pensacola Bay Bridge, it is very likely that the new bridge will be in essentially the same location it is now and the new bridge will likely have six (6) through traffic lanes along with pedestrian and break down lanes. We have been advised that there will be an increase in traffic volume on U.S. 98 due to development on Pensacola Beach and east of Gulf Breeze. This will have a deleterious effect on the "level of service" on U.S. 98 in the City. In addition, the wider bridge with pedestrian lanes and breakdown lanes will actually lead to an increase in traffic volume even with no growth as the two lane, narrow bridge no longer inhibits a certain percentage of trips.

In order to respond to the situation, the City should develop a plan to be implemented in the City beginning as soon as possible with completion over the lifespan of the new bridge that will:

1. Prescribe improvements in the traffic circulation network that will reduce trips and traffic friction points along U.S. 98 so that current levels of service, accessibility to businesses and safety are maintained as they currently exist or are improved.
2. Prescribe a business redevelopment plan that will improve traffic flow, accessibility, mobility and safety. This may include a combination of certain parcels and access points, changes to the land use plan, and a move from strip style commercial development with access from U.S. 98 only to central modes of commercial or mixed use development.

The goals would be to maintain or improve traffic flow and increase the economic vitality of downtown Gulf Breeze.

We prepared the attached draft Request for Proposals for your review.

RECOMMENDATION:

THAT THE DRAFT RFP FOR A MASTER PLANNING CONSULTANT FOR U.S. 98 BE APPROVED AND STAFF BE AUTHORIZED TO SOLICIT PROPOSALS.

NOTE: For the review of submittals, we propose that the Mayor, a Council member and a staff committee be selected to review the proposals. A ranking of firms would be submitted to the Council.

REQUEST FOR PROPOSALS

MASTER PLANNER

The City of Gulf Breeze is interested in the creation of a master plan to guide the short and long-term development of the downtown commercial corridor. The commercial corridor of the City lines Gulf Breeze Parkway (U.S. 98) through the city. The proposed plan should address the operating efficiency of the Gulf Breeze Parkway Transportation Corridor within the City of Gulf Breeze.

The impetus for this project is the pending replacement of the Pensacola Bay Bridge by the Florida Department of Transportation (F.D.O.T.). A Project Development and Environment study on the replacement of the bridge is currently underway. It is very likely that the bridge will be (a) located in essentially the same place, and (b) increased from four lanes to six lanes. The City is concerned that such action may have a negative impact on mobility, traffic level of service and economic redevelopment through the life of the new bridge facility.

The City has achieved limited success in economic development. The commercial strip along the parkway is part of a Community Redevelopment Agency District. It is the City's desire to develop a plan for the corridor which will facilitate, enhance, and be conducive to future economic development.

The following work efforts or deliverables are required:

- I. **Context Report** The consultant must first conduct an analysis of the existing conditions along Gulf Breeze Parkway. This report will include base mapping, current land use, zoning and ownership inventory. The redevelopment potential of each commercial property along Gulf Breeze Parkway should be classified as immediate, intermediate, or long term. The current traffic patterns and volumes should be mapped, categorized, and described to identify areas for immediate, intermediate, and long term improvements. All congestion management and traffic friction points should be identified.
- II. **Revitalization Plan** Based on the context report, the consultant will develop a series of revitalization alternatives for the commercial corridor. This plan would include ways to improve traffic flow to allow U.S. 98 and the associated network to maintain or improve upon the current level of efficiency and service over the lifespan of the new bridge.

The Revitalization plan should address changes to land use, zoning, and access to Gulf Breeze Parkway, congestion management, accident reduction, and use of alternatives to internal combustion vehicles. The revitalization plan should also include alternatives for enhancing the economic vitality of the City. Both transportation and economic revitalization concepts should address both public and private initiatives and investment.

The City's Downtown Redevelopment Guidelines should be used as a guide for building placement, location of parking, buffering and provision of access. The consultant is also encouraged to recommend additional steps to enhance the future economic vitality of the City's downtown while improving traffic flow and reducing trips.

- III. **Presentation of Context Report and Revitalization Plan to City Council and Public** The consultant will present the context report and revitalization plan to the City Council and public at two (2) public workshops, the second of which will include adjustments based on input and direction obtained at the first workshop. Following the second workshop the consultant will prepare a final report to be presented to the City Council.
- IV. **Additional Direction** It is essential that the consultant obtain and analyze current and projected traffic volumes and conditions in close coordination with the F.D.O.T. and its consultants. The consultant will need to project future travel demands given the replacement of the Pensacola Bay Bridge.

The consultant should prepare rough, order of magnitude, present day costs for recommended access, mobility, level of service and safety improvements.

It is important that improvements be incrementally matched to timing of likely redevelopment so private and public sector improvements and investments can be well timed and coordinated.

The City will require a clearly identified implementation strategy for the master plan to ensure the plan doesn't get "shelved".

Summary

The requested master plan will include strategies and steps to meet or exceed the current level of service, safety, and efficiency of movement of traffic on U.S. 98. In addition it will include strategies and steps to improve the economic conditions of the commercial corridor. These efforts will be planned and coordinated with the expected development of a six lane bridge replacing the current four lane facility across Pensacola Bay.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation 

SUBJECT: Route 399 Overpass Landscape Improvements

DATE: October 27, 2011

The two embankments along the north face of the Route 399 overpass have become quite overgrown. Although they are masked by ornamental trees and the Pensacola Beach sign, we would like to take this opportunity to address and improve this area.

Hepworth Lawn Maintenance, our median maintenance contractor, has committed to removing all dead and unwanted shrubbery, trees and brush; shaping all remaining plants in an appropriate fashion; and installing juniper plants to provide a complete ground cover, on both embankments. Mr. Hepworth anticipates three days on site with a four man crew -or- 96 man hours @ \$20 ea. for a total labor cost of \$1,960 plus an additional \$800 for the purchase of the juniper plants.

Recommendation

That Council authorize the use of CRA funds in the amount of \$2,760 and direct Hepworth Lawn Maintenance to proceed with the improvement of these two embankments.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: October 28, 2011
SUBJECT: Employee Salary and Benefits Study

During the current year budget process, City Council members had requested information on how the City pay scales compare to a broad selection of comparable positions. At the August, 15, 2011 City Council meeting, Council directed staff to prepare a request for proposal for an Employee Salary and Benefits Study. Staff was directed to advertise, select, and make a recommendation to Council.

The RFP's were due on October 27, 2011. There were six companies who responded to the inquiry. Staff is presently reviewing the submittals and preparing to make a recommendation to the Council on Wednesday, November 2, 2011.

Memo

To: Edwin Eddy, City Manager
From: Steve Milford 
Date: October 26, 2011
Re: Dental Plan transition reserve usage

When the City Council approved the transition from our internal dental expense reimbursement program to the new Guardian insurance program, they also approved a \$5,000 'hardship transition' set aside for employees who were in the midst of structured payment programs with dentists for past work.

As of Sept. 30, 2011 two employees appear to qualify for application for a hardship payment. In both cases below they have set up payment programs that would have extended into fiscal year 2012 and 2013 for orthodontic work done early in 2011. Under the previous reimbursement programs, these balances would have been eligible for 75% reimbursement over the remainder the payments (up to 75% of \$1,500 per year). It is proposed that 75% of their September 30, 2011 balances outstanding be remitted directly to the dentists.

<u>Employee</u>	<u>Dentist</u>	<u>9/30/11 Balance</u>	<u>75%</u>
Anne Marie DeMatteo	Shoopak Ortho Group	\$2,279.20	\$1,709.40
Dedre Thomas	Woodfin Cabassa Orthodontics	\$2,168.00	<u>\$1,626.00</u>
			\$3,335.40

Recommendation

That the City Council approve the disbursement from the dental plan transition hardship reserve in the amount of \$1,709.40 to Shoopak Ortho Group on behalf of Anne Marie DeMatteo, and \$1,626.00 to Woodfin Cabassa Orthodontics on behalf of Dedre Thomas. Further, that in the absence of any other identified hardships by March 30, 2012, that the remaining funds of \$1,664.60 be deemed no longer reserved at that time.

Ledger Copy
By Responsible Party

Garrett Thomas (030613)
for Responsible Party: Ronnye Thomas

Date	Patient	Dr	Cl	Description of Service	Amount	Charges	Payments	Current	Total
Ronnye Thomas					Previous Balance as of 01/01/2011			0.00	0.00
7/21/2011	Garrett	2	38	Pers Ck: 3463	-500.00		-500.00	-500.00	-500.00
7/28/2011	Garrett	2	23	Phase II Treatment (18-24 months) -	5,775.00			-500.00	5,275.00
7/28/2011	Garrett	2	23	Phase II Treatment (18-24 months) -	1,585.00	1,585.00		1,085.00	5,275.00
7/28/2011	Garrett	2	23	Courtesy Discount	-42.50	-42.50		1,042.50	5,232.50
7/28/2011	Garrett	2	23	Professional Discount	-1,042.50	-1,042.50		0.00	4,190.00
9/1/2011	Garrett	2	23	Phase II Treatment (18-24 months) -	209.50	209.50		209.50	4,190.00
9/1/2011	Garrett	2	38	Pers Ck: 116498	-1,125.00		-1,125.00	-915.50	3,065.00
9/15/2011	Garrett	2	38	Pers Ck: 116554	-375.00		-375.00	-1,290.50	2,690.00
9/29/2011	Garrett	2	38	Pers Ck: 3493	-522.00		-522.00	-1,812.50	2,168.00
10/1/2011	Garrett	2	23	Phase II Treatment (18-24 months) -	209.50	209.50		-1,603.00	2,168.00
					Ledger Totals as of 10/25/2011			-1,603.00	2,168.00

**Dr. Alan
Shoopak-Ortho
Group**

About Us
Straightening Out Florida for Over 20 Years
1-800-4BRACES

Contact Us

Log Out
Monday-Friday 9am-5pm with extended
patient hours

- Home
- Financial
- Personal
- Appointments
- Reminders

Transaction History

Note: Updates to the following financial information may be delayed by 48 hours.

Let us notify you about changes to your account!
Sign up to receive reminders today!

Matthew DeMatteo
Contract Balance **Amount Due Now**
\$2,279.20 (\$149.00)

Payment Options:

- Make an Instant Payment from your checking/savings account
- Make an Instant Payment from your credit card

You do not currently have recurring auto-payments set up!
Please take advantage of one of our automatic payment methods. Choose one of the following options:

- Setup Autopay from your checking/savings account
- Setup Autopay from your credit card

Currently displaying all financial history.
[Show only recent financial history](#)

Date	Description	Amount Billed	Other Payments and Charges	Payments and Credits	Balance Due	Contract Balance
4/12/2011	Contract For Services	\$5,300.00			\$149.00	\$5,300.00
4/12/2011	Credit Card Swipe Payment			\$596.00	(\$447.00)	\$4,704.00
4/14/2011	Discount			\$447.00	(\$447.00)	\$4,257.00
4/20/2011	Monthly Billing	\$149.00			(\$298.00)	\$4,257.00
4/20/2011	Monthly Billing	\$298.00				\$4,257.00
4/20/2011	Auto Payment - Account			\$149.00	(\$149.00)	\$4,108.00
4/20/2011	Auto Payment - Account			\$149.00	(\$298.00)	\$3,959.00
5/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$3,959.00
5/26/2011	Auto Payment - Account			\$149.00	(\$298.00)	\$3,810.00
5/27/2011	Insurance Payment			\$693.36	(\$298.00)	\$3,116.64
6/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$3,116.64
6/23/2011	Auto Payment - Account			\$149.00	(\$298.00)	\$2,967.64
7/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$2,967.64
7/28/2011	Auto Payment - Account			\$149.00	(\$298.00)	\$2,818.64
8/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$2,818.64
8/9/2011	Insurance Payment			\$241.44	(\$149.00)	\$2,577.20
8/29/2011	Auto Payment - Account			\$149.00	(\$298.00)	\$2,428.20
9/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$2,428.20
9/28/2011	Online Payment			\$149.00	(\$298.00)	\$2,279.20
10/1/2011	Monthly Billing	\$149.00			(\$149.00)	\$2,279.20

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: August 12, 2011
Re: Dental and Vision Benefits alternatives

The current Dental and Vision benefits offered to employees by the City are an out of pocket reimbursement program that covers 75% of up to \$1,500 in dental costs (regardless of family size) and 75% of up to \$300 for glasses every three years (\$900 maximum per family) and 75% of optical exams up to \$400 per family. Over the past several years, the actual costs of this program have ranged between \$36,000 and \$46,000 per year (excluding the costs to internally administrate this program).

A review of dental and vision benefit use over the past three years has revealed the following: 20% of eligible employees have not filed a dental or a vision claim (29% filed a vision claim but not a dental claim, 38% filed a dental but not a vision claim); and, only about 50% of eligible employees have filed either a dental or vision claim in more than 1 of the past three years. In light of the importance of preventative check ups in both these areas, these findings are troubling. There are some indications that the reimbursement nature of the program prevents cash strapped employees from eliciting check-ups or treatment for themselves or dependents except in the most dire situations, while other employees have not been aware of the benefit. While the City budget has benefitted from this under-utilization, such has never been the design or intent of the program. If more active utilization of the existing program takes place costs could climb to over \$97,000 per year without changing existing limitations (maximum reimbursement of \$1,650 per employee per year x 84 employees currently eligible x 70% estimated usage).

Rich & Co have presented limited benefits dental and vision plans that offer significantly broader benefits than our reimbursement plan, yet would help to contain benefit costs, even with more active employee utilization, at close to current expenditure levels. Under the dental plan, preventative check-up are covered 100% and most basic procedures (cavities, root canal, extractions) are covered at 80% (crowns, dentures, etc are covered at 50%). Cosmetic work is not covered, and benefits are limited to \$1,500 per year **per individual** (vs current limitation of \$1,500 per employee and dependents). The vision plan benefits are specific to their provider network, but within the network have a \$10 co-pay for eye exams; \$25 co-pay for lenses every 1 year and up to a \$40 co-pay for frames every 2 years (contact lenses are treated as lenses).

Premiums (reflecting health coverage dependent election) are as follows:

Rate:	Estimated			
	Participants	Dental	Vision	Total
Employee	36	\$23.28	\$ 5.98	\$29.26
& Spouse	14	\$52.11	\$10.76	\$62.87
& Children	10	\$70.57	\$11.35	\$81.92
& Family	15	\$92.30	\$17.92	\$110.22

Total Annual Premiums: \$ 52,872.48 (\$43,893.84 Dental; \$8,978.64 Vision)

While the premiums slightly exceed current benefits cost they represent a maximum that is significantly lower than the over \$97,000 that the current benefits provisions could incur. With a modest cost sharing of premiums the plan can provide a net dollar savings to the City.

Rate:	Estimated			Employee Premium	City Paid Premium
	Participants	Dental	Vision		
Employee	36	\$23.28	\$ 5.98	\$ 0.00	\$29.26
& Spouse	14	\$52.11	\$10.76	\$16.80	\$32.87
& Children	10	\$70.57	\$11.35	\$26.34	\$41.92
& Family	15	\$92.30	\$17.92	\$40.48	\$60.22

In this chart the employee premium is calculated as ½ the excess over the single employee premium. (Premium to City - \$39,602.88; Employee premiums - \$13,269.60) At 100% of the excess over single rates the premium to the City is \$26,334.00 and Employee premiums are \$26,538.48.

There are a couple of employees that have established multiyear payment plans to pay for children's orthodontia. Under our current plan, these payments are eligible within existing limits, however, under the proposed plans, no eligibility to offset those costs exist and no coverage for past work is allowed, so some transitional reserves should be set aside to offset the reliance of those employees on the City maintaining consistent benefit plans.

Recommendation

That the City Council approve the Guardian Dental and Davis Vision Fashion-Value plans described above and discontinue the current dental and vision reimbursement plan once the new coverage begins. Further, that employee premium contributions be established as shown in the chart above and that a maximum of \$5,000 be reserved for any transition hardship incurred.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

October 28, 2011

TO: Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
SUBJ: HOLIDAY SCHEDULE

The upcoming Thanksgiving, Christmas and New Year's Day holidays create a few scheduling challenges. We are planning to:

1. Close City Hall on Friday, November 11 for Veteran's Day.
2. Have a Regular Meeting on Monday, November 21. This is the 3 day Thanksgiving week.
3. Distribute what we can for a Council packet on Wednesday, November 23 (the day before Thanksgiving) for your Executive Session normally scheduled for Wednesday, November 30. It is likely we will send a second packet on Monday, November 28.
4. Reschedule the Wednesday, November 30 Executive Session for Tuesday, November 29 as a Special Meeting for the purpose of adoption of a final Resolution adjusting the Fiscal Year 2011 budget. Such a Resolution cannot be prepared accurately without input from our auditors. We want to wait until the latest possible date. (November 29)
5. Have our annual luncheon for City staff during the week of December 19 - 23 at the Rec Center.
6. Close City Hall at noon (except for utility bill paying) on Friday, December 23. (Monday the 26th is the Christmas Holiday.)

Holiday Schedule
October 28, 2011
Page Two

7. Close City Hall (except for utility billing paying) on Friday, December 30th at noon. Reopen on Tuesday, January 3. (Monday the 2nd of January is the New Year's Day Holiday.)

The only one of these items that requires Council action is #4.

RECOMMENDATION:

That the City Council hold a Special City Council meeting on Tuesday, November 29 to consider a final Resolution relative to the 2011 budget.

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: October 28, 2011
Re: Dates for final budget resolution for FY 2011



Statute requires final budget adjustments be made within 60 days of the fiscal year end, which is always November 29th. This year that deadline falls on a Tuesday.

Currently the last scheduled Council meeting prior to that deadline is set for November 16th, 2010, which is also the first day scheduled for year end review by our auditors, O'Sullivan Creel. The commencement of the audit also requires us to prepare a variety of schedules and documents for their review. This effectively accelerates the operating deadline for final close of budget to less than 45 days. This dual deadline (final budget adjustments and auditor prep work) is manageable (though not desirable), but provides no opportunity to gain insights from O'Sullivan's preliminary review.

The final Council meetings scheduled in November is currently Wednesday, November 30, 2010, one day after the statutory deadline.

Recommendation: At the Council's preference, we can accelerate the Council's November 30th meeting to Tuesday November 29th, or hold an additional special meeting for approval of the final budget at that date.



City of Gulf Breeze

October 25, 2011

SAMPLE LETTER

GRIFFIN MUNSCH, VICKY J. AND JEFFREY MUNSCH
101 CHANTECLAIRE CIRCLE
GULF BREEZE, FL 32561

**Re: Erroneous Dredging Assessment Charge on upcoming 2012 Property Tax Bill
(Parcel ID : 05-3S-29-0000-00106-0000
Chanteclaire Subdivision, Gulf Breeze, FL)**

Recent discussion with the Santa Rosa Tax Collector's office indicate that you may receive a property tax bill that includes the Hoffman Bayou dredging assessment **which has already been paid**. (If you recently purchased the above parcel, the assessment may have been paid by the prior owner.)

We are working with the Tax Collector's office to ensure you receive a corrected bill that removes this erroneous charge. If your property taxes are paid via a mortgage escrow, please alert your mortgage company to this situation, so the corrected tax invoice is paid.

For your records I have included a copy of the release of lien related to the payment of this assessment during this past year.

If you do not receive a corrected tax bill please feel free to contact me to ensure there is no duplication of the dredging assessment charge and to clear up any error at the tax collector's office.

Thank you in advance for your patience in correcting this error.

Sincerely,

Stephen Milford
Director of Finance and Accounting
City of Gulf Breeze
850-934-5113
smilford@gulfbreezefl.gov



City of Gulf Breeze

October 25, 2011

Amy Brinkerhoff
Santa Rosa County Tax Collectors Office
6495 Caroline St. (Hwy. 90) Suite E
Milton, FL 32570

Fax: 850-623-8655

Re: Dredging Assessments Listed for Gulf Breeze Residents

Dear Amy:

Based on our earlier discussions, it appears that a one time assessment for dredging Hoffman Bayou which was listed on last year's tax bills, and paid, is appearing on the current year's bills as well.

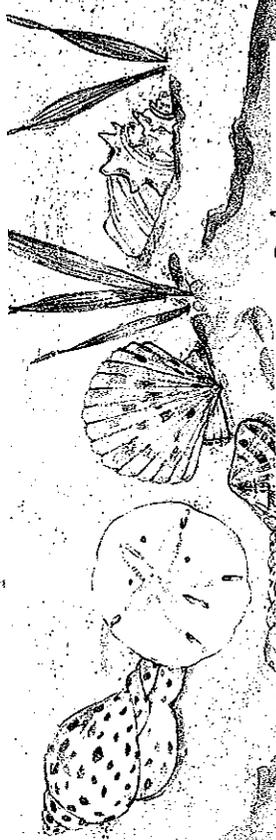
I confirm to you that dredging assessments in the amount of \$1,530.99 (without discount) were paid (collected by your office and remitted to us) for the following parcel ID's during 2011:

05-3S-29-0580-00B00-0060
05-3S-29-0000-00106-0000
05-3S-29-0580-00B00-0120
05-3S-29-0580-00B00-0130
05-3S-29-0580-00B00-0180
05-3S-29-0580-00B00-0200
05-3S-29-0581-00000-0010
05-3S-29-0480-00500-0100
05-3S-29-0480-00500-0120
05-3S-29-0480-00500-0130
05-3S-29-0480-00500-0140
05-3S-29-0480-00500-0160
05-3S-29-0480-00500-0170
05-3S-29-0480-00500-0180
05-3S-29-0480-00500-0210
05-3S-29-0480-00500-00B0
06-3S-29-0540-01000-0350

I request that corrected tax bills be issued and sent to the affected property owners (above), removing the dredging assessment. If there is further information you require to facilitate this correction, please let me know. Thanks for your persistence, vigilance and help on this.

Sincerely,

Stephen Milford
Director of Finance and Accounting



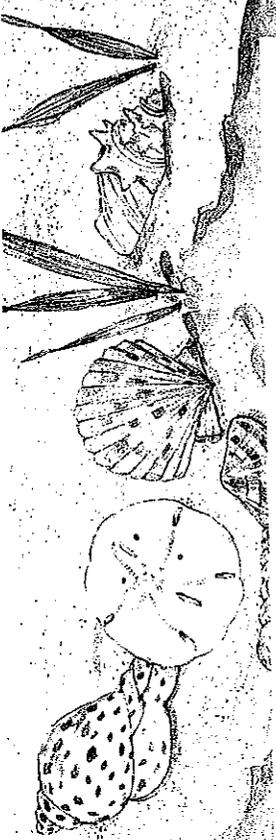
A Special Note... Oct. 19, 2011

Beverly H. Zimmerman
Mayor, City of Long Beach

Dear Mrs Zimmerman

Thank you so much for your nice letter concerning my 50th birthday and today another nice letter and its very informative book on the 50 year celebration. The fact and pictures are very interesting. I will treasure your letters and the book.

I had picked up the Chamber of Commerce's "Celebrating 50 Years at the Hospital" last Sunday after church when we went by to visit a sick friend. The model here is August 1955



A Special Note...

and have enjoyed the 26 years here. The phy we will be able to live the rest of our lives here. My husband & Mrs P. Payne is 81 years of age.

You and the other City officials we to be commended for the progress & beautification you have provided.

Thank you again

Max Payne

God not only loves you very much but also has put His hand on you for something special.

I THESSALONIANS 1:4 The Message

Ben -

THANK YOU SO VERY MUCH FOR SENDING THE 50th ANNIVERSARY INFO. WHAT MEMORIES ARE THERE!

It's so funny that the 1980s (when we married there) are now ancient history! (for

I know you + Bill would love being grandparents! It's awesome, huh!

Thanks for all your hard work in keeping our little town on such good stages. Hope to get back there sometime, but now busy with Mom + step-dad.

Doctors appts, shopping, etc for them, but I am blessed to be able to do that!

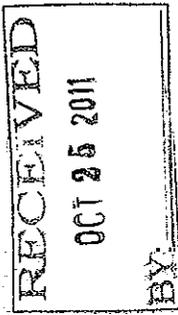
Again thanks for everything and most especially, thinking of us!

Love + prayers
Bob + Jean
KISS for Bill too!

I just wanted to thank the City
for the beautiful evening
Celebrating the 50th Birthday of
Gulf Breeze.

All the music was great and the
Fireworks were AWESOME!!!
I've only lived here 10 years but
everyone is so friendly that it's
become my home. It's truly like
living in Paradise. Thanks again.

Joy Clark



Ms. Zimmern,

*Thank you for your interest in Chick-fil-A
potentially coming to Gulf Breeze. It would be a
pleasure to serve you and the community.*

Mike Gomez