

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

FEBRUARY 29, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Beautification Winners
- B. Discussion and Action Regarding Ordinance No. 01-12, Creating Section 16-80 of the City's Code of Ordinances Relative to Prohibited Signs.
- C. Discussion and Action Regarding Special Event Application St. Ann's Catholic Church 5K Annual Run/Walk
- D. Discussion and Action Regarding Vehicle Surplus 2003 Ford Crown Vic Patrol Vehicle
- E. Discussion and Action Regarding Chick fil A Variance Request
- F. Discussion and Action Regarding St. Francis Road Project Update
- G. Discussion and Action Regarding Interlocal Agreement for Public School Facility Planning
- H. Discussion and Action Regarding Height Restrictions
- I. Discussion and Action Regarding Highway 98 Beautification
- J. Discussion and Action Regarding Appointment of a Steering Committee for Master Planning Work
- K. Information Items

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

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

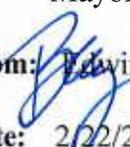


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/22/2012

Subject: **Beautification Winners**

The Beautification Committee met recently to select winners of the quarterly beautification awards. The Committee will present their awards at the March 5, 2012 City Council meeting. The winners are listed below:

Steven & Julie Hancy III	14 San Carlos Ave
Lewis & Belle Bear	72 Highpoint Drive
Arby & Felicity Vanslyke	519 Dracena Way
James & Katherine Miller	700 Bay Cliffs Road
Joseph & Lori Blisset	1243 Tall Pine Trail

RECOMMENDATION:

THAT THE CITY COUNCIL RECOGNIZE THE BEAUTIFICATION COMMITTEE ON MARCH 5TH TO ALLOW THE COMMITTEE TO DISTRIBUTE FIRST QUARTER 2012 AWARDS.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/23/2012

Subject: Ordinance No. 01-12, Creating Section 16-80 of the City's Code of Ordinances relative to Prohibited Signs

On February 21, 2012, the City Council directed staff and the City Attorney to prepare an Ordinance for consideration by the City Council to address the issue of prohibited signs in the City's Code of Ordinances. Presently, the language setting forth the types of signs that are prohibited is found in Section 23-3 of the Code. Chapters 20-25 are referred to as the "Land Development Code." A case, albeit slim, could be made that enforcement of these prohibitions could only be accomplished if the placement of the signs was associated with land development.

The City Attorney suggests a cross reference be included in Chapter 16, Streets, Sidewalks and Public Places. The proposed language would be as follows:

"Placement of certain signs on streets, in public places such as parks or right-of-way is prohibited. For reference at to which signs are prohibited, refer to section 23-3 of this Code of Ordinances."

This language has been included in the attached Ordinance for your consideration.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE ORDINANCE 01-12 ON FIRST READING ON MARCH 5, 2012 AND THAT SECOND READING AND PUBLIC HEARING BE SCHEDULED FOR MARCH 19, 2012.

ORDINANCE NO. 01-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, CREATING SECTION 16-80 OF THE CITY'S CODE OF ORDINANCE INCORPORATING BY CROSS REFERENCE SECTION 23-3 PROHIBITED SIGNS IN CHAPTER 16, STREETS, SIDEWALKS AND PUBLIC PLACES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has maintained strict rules relative to the placement of various types of signs in the public right-of-way, in City parks and public property; and,

WHEREAS, these rules have allowed the City to remove various signs, including snipe signs, from public right-of-way and parks in the interest of public safety and general aesthetics; and,

WHEREAS, the regulations providing for enforcement action are found in Section 23-3 of the Land Development Code and should be cross referenced for inclusion in the General Section of the Municipal Code.

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

SECTION 1 – Chapter 16-79 is Reserved.

SECTION 2 – Chapter 16-80 is hereby created as follows:

CHAPTER 16-80:

“Placement of certain signs is prohibited in the City of Gulf Breeze. A complete listing of said prohibited signs included in Section 23-3 of this Code of Ordinances. This list is incorporated herein by cross reference.”

SECTION 3 - SEVERABILITY

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

SECTION 4 - CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 5 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE ____ DAY OF _____, 2012.

ADVERTISED ON THE ON THE ____ DAY OF _____, 2012.

PASSED ON THE SECOND READING ON THE ____ DAY OF _____, 2012.

By: _____
Beverly H. Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

February 10, 2012

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: AMENDMENT OF MUNICIPAL CODE - PROHIBITED SIGNS

City staff has relied upon Section 23-3(11) of the City's Code of Ordinances to prohibit signs from being placed on rights-of-way and on park property. The language is as follows:

Sec. 23-3: Prohibited Signs

✓ The following signs are prohibited:

23-3(11) within public property, including right-of-way, only instructional, directional and informational signs shall be allowed and must be approved by the City Manager. All other signs are prohibited on public property.

One concern with the inclusion of this language in the land development code (Chapters 20-25 of the Code of Ordinances) is that a slim case could be made that only signs associated with land development are covered under the restrictive language.

We have relied upon this language to remove Real Estate Open House, garage sale and political signs from right-of-way and from parks. In order to be absolutely sure we are on solid ground, the City Attorney suggested including language with the same intent or effect in a general section of the Code of Ordinances.

RECOMMENDATION:

That the City Council direct staff and the City Attorney to develop an Ordinance which would add a prohibition of signs in the right-of-way, public property and parks to the general section of the City's Code of Ordinances.

(850) 934-5100 • FAX (850) 934-5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

parties or issues; active construction projects; real estate for sale, rent or lease; and business grand openings.

Trailer sign means an advertising structure mounted on skids, wheel or wheels, constructed for the sole purpose of advertising.

Tri-faced sign means a sign with three faces, oriented back-to-back so as to form a triangle or pyramid.

Vehicular sign means a sign affixed to a vehicle or trailer for the purpose of advertising.

Wall face means the entire building front; including the parapet.

Wall sign. See *Facade*.

Window sign means a sign which is painted on or displayed within a storefront window or door. (Ord. No. 04-06, § 1, 4-3-06)

Sec. 23-2. Intent.

This chapter establishes a uniformity of signs within each zoning district compatible with the intent of the land development code applicable to the districts, taking into account the economic, aesthetic and traffic factors that are reasonably consistent with the exercise of the police powers vested in this city. This is done so that there will be a minimum of conflict in relation to the need for traffic control, visual compatibility, and economic growth in order to promote the city's interest in maintaining and enhancing property values and the attractive appearance of the city. Only advertising signs designating business areas or sections or pertaining to the business carried on within the building and on the premises shall be permitted. No signs shall be erected in a right-of-way, except official state, county or city signs erected by the respective governing agency.

Sec. 23-3. Prohibited signs.

The following signs are prohibited:

- (1) Signs located off the premises of the business which the sign advertises or identifies. Relocation notices, however, may be posted for a period of 60 days.

- (2) Signs that project beyond the property line or which encroach on or over public property or rights-of-way.
- (3) Signs that contain statements, words or pictures of an obscene, indecent, or immoral character, such as will offend public morals or decency.
- (4) Signs that contain or are an imitation of an official traffic sign or signal or contain the words "stop," "go slow," "caution," "danger," "warning" or similar words.
- (5) Banner signs, except for special events and for a period of time not to exceed three weeks in any one given calendar year.
- (6) Beacon, strobe or billboard signs.
- (7) Roof signs.
- (8) Sandwich signs.
- (9) Snipe signs except for political candidates. In the case of snipe signs advertising political candidates, the signs shall not exceed 32 square feet. Political signs must be removed by the candidate within one week after the election.
- (10) Trailer signs except for grand openings or other similar special events. As used herein, a special event shall not mean a political campaign or election.
- (11) Within public property, including right-of-way, only instructional, directional and informational signs shall be allowed and must be approved by the city manager. All other signs are prohibited on public property.
- (12) Signs which convey the appearance of movement or animation in any form shall not be permitted, scrolling or flashing shall not be permitted.
- (13) Signs which obstruct the visibility constituting a hazard to vehicular and pedestrian traffic.

(Ord. No. 04-06, § 2, 4-3-06)



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief

Ref: Special Event Application

Date: February 16, 2012

St. Ann's Catholic Church has submitted a special event application for their annual 5k run/walk. The 5K run/walk will be held on Saturday, April 14, 2012 at 8:00am. The race will be the same course as in the past, starting at the Catholic Church and proceeding through Baycliffs and Plantation Hills. This run requires very little support from the Police Department and will be handled with on-duty officers.

RECOMMENDATION: That the City Council approve the application.



01-30-'12 13:27 FROM-

T-651 P001/004 F-749



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT INFORMATION

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT

Aurora Martin 2/10/12
 Applicant's Signature Date



01-30-'12 13:27 FROM-

T-651 P002/004 F-749



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE

REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide at least (30) days prior to the Special Event:

- (a) **The name, address, and telephone number of the person requesting the permit.**
- (b) **The name and address of the organization or group he or she is representing.**
- (c) **The name, address and telephone number of the person or persons who will act as chairman of the special event and be responsible for the conduct thereof.**
- (d) **The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.**
- (e) **The date the event is to be conducted and the hours it will commence and terminate.**
- (f) **The specific location(s) where the event is to take place.**
- (g) **Sponsors of special events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement, and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full time personnel the cost will increase considerably.**
- (h) **Assurance that the applicant will conform to necessary fire prevention rules, regulations and guidelines.**

Special Event Application

Page 2

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Accredited by Commission for Florida Law Enforcement Accreditation

01-30-'12 13:27 FROM-

T-651 P003/004 F-749

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

Auson Martin 2/10/12
 Applicant's Signature Date

[Signature] 2-16-12
 Police Department's Approval Date

**APPLICATION TO CONDUCT SPECIAL EVENT ON
CITY PROPERTY OR RIGHT-OF-WAY**

2-10-12
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name St. Ann Catholic Church
Address 100 Daniel Drive, Gulf Breeze, FL 32561
Administrator: Mr. Tom Naile

2. PERSON REQUESTING PERMIT:

Name Susan Martin
Address 7 Cadiz Street, Gulf Breeze, FL 32561
Phone 850/932-3477 (H) 850/261-3344 (cell) sdm55555@aol.com

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name Susan Martin
Address 7 Cadiz Street, Gulf Breeze, FL 32561
Phone 850/932-3477 (H) 850/261-3344 (cell) sdm55555@aol.com

4. DATE, HOURS AND LOCATION OF EVENT:

Saturday, April 14, 2012 at St. Ann Church and public streets nearby
(map attached). 5K Run set up begins at 6:45 a.m. Race starts at 8:00 a.m.
with expected finish by 10:00 a.m.

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

5K Run/Walk with estimated
300 participants with funds raised to benefit charity. Water stop
midway and at end of race. Church vans used for race set-up.

Susan Martin 2/10/12
Applicant's Signature/Date

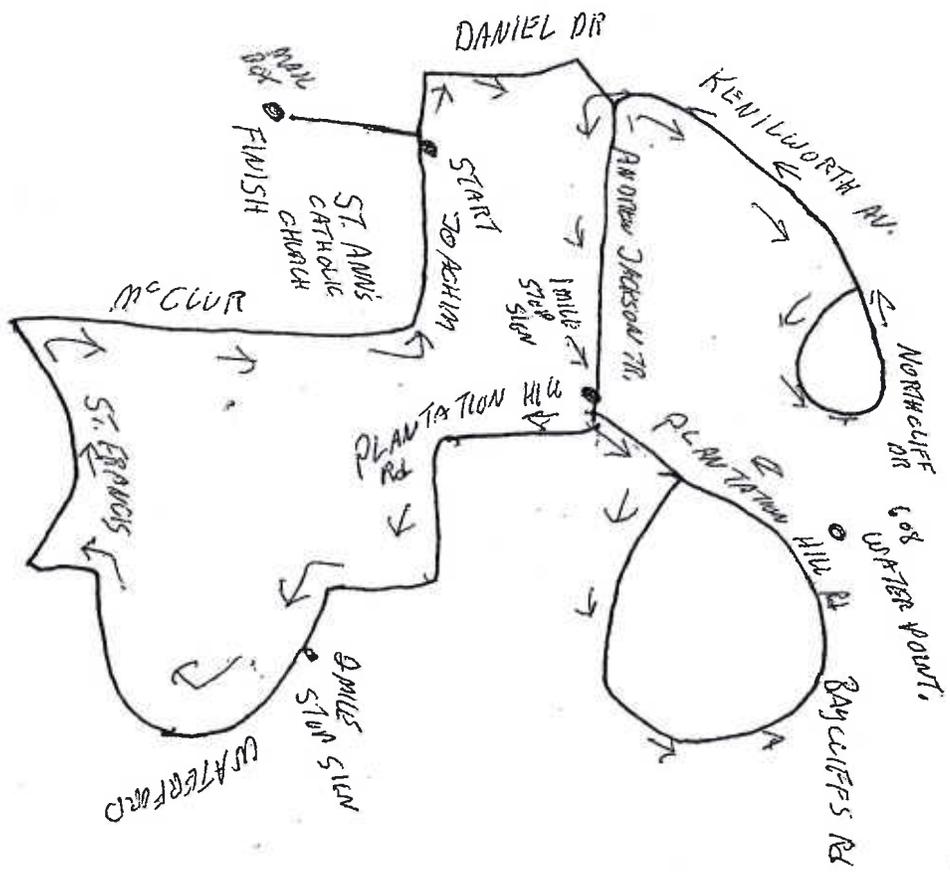
[Signature] 12-16-12
Police Department's Approval/Date

City Manager's Approval/Date

PEOPLE A
PEOPLE
RUN/WALK

!H-D

1-MILE - STOP SIGN AT ANDREW JACKSON
& PLANTATION HILL RD.
STEP POINT 2 608 PLANTATION HILL RD
1-MILE - STOP SIGN ON WATKINS RD





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: UNDERWRITERS AT LLOYDS LONDON</td> <td>15792</td> </tr> <tr> <td>INSURER B: LM INS CORP</td> <td>33600</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792	INSURER B: LM INS CORP	33600	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURED DIOCESE OF PENSACOLA ST. ANN PARISH 100 DANIEL STREET GULF BREEZE, FL 32561															

COVERAGES **CERTIFICATE NUMBER: 20271866** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>			PK1006810	04/01/11	04/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Nil PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$			PK1006810	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			EW565N289881-011	04/01/11	04/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Limits shown for insurer A & B are inclusive of a Self insured retention which is retained by the Diocese of Pensacola.

 The certificate holder is an Additional Insured solely with respect to the General Liability coverage referenced to permit for the procession from Bayside park to St. Ann Church.

CERTIFICATE HOLDER CITY OF GULF BREEZE MR. ROBERT RANDALL P.O. BOX 640 GULF BREEZE, FL 32562	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

February, 17, 2012

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *RH*

Ref: Vehicle Surplus

Our Ford Crown Vic cruiser (unit 031) is in need of being declared surplus/salvage and disposed of. It is one of our spare patrol vehicles that has over 140,000 miles on it and has incurred high repair expenses. It needs to be removed from our fleet.

The Vehicle description is:

Unit 031
2003 Ford Crown Vic patrol vehicle
VIN # 2FAFP71W33X137933





City of Gulf Breeze

MEMORANDUM

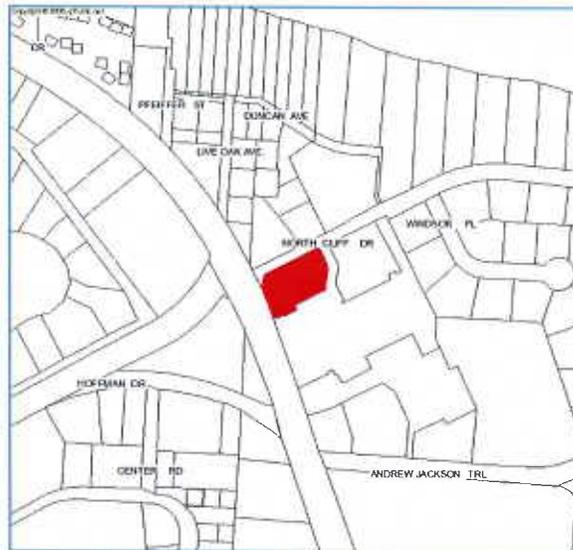
TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: February 23, 2012

SUBJECT: CHICK-FIL-A VARIANCE REQUEST

As you are aware, Chick-fil-A has submitted an Architectural Review Board application for a proposed restaurant at 310 Gulf Breeze Parkway. The proposed project would raze the existing building (former Burger King) and replace it with a new 4,701 square foot building.



When Walmart subdivided the shopping center for the new Neighborhood Market, it created a parking shortage on several of the newly created parcels. While there is not a shortage of parking center wide, when you evaluate each parcel independently, some of the parcels are short on the required number of parking spaces. The proposed Chick-fil-A is one of these parcels. Therefore, Chick-fil-A is seeking a variance from Chapter 24, Article II, Division 3, Section 24-51.

Sec. 24-51. Off-street automobile parking and storage.

Off-street automobile storage or parking space shall be provided on every improved lot. Or, where no space is available on the lot, space shall be provided within 500 feet of such uses and such space shall be provided with vehicular access to a street or alley and shall be equal in area to at least the minimum requirements for the specific use as set forth below. For the purpose of this section, a parking or storage space shall not be less than nine feet in width and 18 feet in length (9' x 18'), excluding all driveways, entrances and exits.

- (1) Single-family dwellings and duplexes: Two spaces for each family dwelling unit; driveway, carport or garage area may be included in computing required parking space.
- (2) Multifamily dwellings: Two and one-half spaces for each family dwelling unit.
- (3) Hotels, motels: One space per guest unit plus one additional space for each five employees.
- (4) Churches, theaters, other places of public assemblage: One space for each four seats.
- (5) Restaurants and other eating places: One space for each 100 square feet of area devoted to patron use plus one space for every four employees. The term "area devoted to patron use" as used in this subsection (5) shall mean the area available for use as patron seating and shall not include kitchens, lobbies, waiting areas, restrooms and parking.
- (6) Commercial and professional buildings: One space for each 300 square feet of usable floor area except grocery stores which will provide two spaces for each 300 square feet of usable floor area. The term "usable floor area" as used in this subsection (6) shall mean the floor area within the inside perimeter of the outside walls of the building under consideration and shall not include restrooms, areas used principally for the storage of supplies or inventories, areas used principally for the storage of mechanical systems, and common hallways in multi-tenant structures used by multiple tenants for ingress and egress.

(Ord. No. 3-97, § 1, 3-17-97; Ord. No. 08-01, § 1, 9-4-01)

Because the variance is associated with a Level III project, Section 20-43(b)(4) of the LDC specifies that the City Council hear and decide the request. Chick-fil-A has submitted the necessary paperwork and staff has processed the application. The notice procedures require that the public hearing notice be mailed out to all of the residents through the utility bill. With this in mind, the earliest hearing date would be April 11, 2012.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO ADVERTISE A PUBLIC HEARING ON APRIL 11, 2012 FOR THE PURPOSE OF HEARING THE AFOREMENTIONED VARIANCE REQUEST FOR THE PROPOSED CHICK-FIL-A.

CSC



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: February 23, 2012
SUBJECT: St. Francis Road Project Update

On February 6 2012, the City Council passed Resolution 03-12, regarding the acceptance of land transfer of St. Francis right-of-way from the Florida Department of Transportation. At the same time, Council authorized the Mayor to sign a Local Agency Program Agreement (which states that the City will build a sidewalk on the St. Francis right-of-way and FDOT will reimburse the City).

We have given the engineering firm HDR notice to proceed preparing the plans for the street rebuilding, widening and repaving, and sidewalk. Attached is a HDR project design timeline for this project. At the end of May we will have an estimate of costs. We will not have to bid this project as originally thought. We will be able to modify the South Sunset project and add this work. This will not only save money but time in completion of this project.

After recent site visits, it was noted by staff that the City may want to expand the project to include a portion of McClure Drive from Robert Ave to the three way stop at the intersection of McClure and St. Francis (highlighted in maroon). See attached map. Most recently the portion of McClure from Robert Ave north (highlighted in blue) was repaved by a CDBG grant. The current project is highlighted in red. This portion of road is in the same need of repair as is St. Francis. This entire project is to be funded out of the Community Redevelopment Agency.

RECOMMENDATION: That the City Council add McClure Drive road work from Roberts Ave to the intersection of McClure and St. Francis Drive to the St. Francis road project.

McClure Drive and Sidewalk Design

ID	Task Name	Duration	Start	Finish	ruary	March	April	May
1	Notice to Proceed	0 days	Wed 2/15/12	Wed 2/15/12	2/12	2/19	2/26	3/5
2	Prepare 60% Plans	20 days	Mon 2/20/12	Fri 3/16/12	2/15	2/26	3/5	3/12
3	60% Plans QC	10 days	Mon 3/19/12	Fri 3/30/12		2/26	3/5	3/12
4	Submit 60% Plans	0 days	Fri 3/30/12	Fri 3/30/12		2/26	3/5	3/12
5	City of Gulf Breeze - Review	10 days	Mon 4/2/12	Fri 4/13/12		2/26	3/5	3/12
6	Prepare 100% Plans	10 days	Mon 4/16/12	Fri 4/27/12		2/26	3/5	3/12
7	100% Plans QC	5 days	Mon 4/30/12	Fri 5/4/12		2/26	3/5	3/12
8	Submit 100% Plans	0 days	Fri 5/4/12	Fri 5/4/12		2/26	3/5	3/12
9	City of Gulf Breeze - Review	5 days	Mon 5/7/12	Fri 5/11/12		2/26	3/5	3/12
10	Final Plans and Bid Documents	5 days	Mon 5/14/12	Fri 5/18/12		2/26	3/5	3/12
11	Submit Final Plans and Bid Docs	0 days	Fri 5/18/12	Fri 5/18/12		2/26	3/5	3/12

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PLAN





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: February 23, 2012
SUBJECT: Interlocal Agreement for Public School Facility Planning

The last time the City and County updated the Interlocal Agreement for Public School Facility Planning was August 2008. It was in response to Laws 2005, c. 2005-290. It introduced a number of significant reforms to Florida's growth management law. Among these changes was a new requirement that local governments and school boards adopt a school concurrency program by December 1, 2008.

In 2011, SB 842 and HB 7207 made school concurrency an optional planning tool at the discretion of the local jurisdictions. In the case of Santa Rosa County, the school district has maintained sufficient capacity and meeting the concurrency requirements has not been a major issue. The bills also removed the proportionate share option for funding school expansion as part of the concurrency management system.

A staff working group was established by the County to include the Cities of Jay, Milton, and Gulf Breeze. Attached is the proposed Public School Interlocal Agreement as amended by the workgroup at their November 2011 meeting. The County is asking that it be adopted by the City of Gulf Breeze.

The staff working group recommended the following actions, which have been incorporated into the attachment Interlocal Agreement:

1. Eliminate the school concurrency system and replace it with a capacity tracking system;
2. Eliminate the need for an annual meeting of the combined County Commission, School Board and City Councils and rely on the staff working group to submit annual status reports;
3. Delete the date required for Capital Improvement Element update as modified by the above mentioned legislative action;
4. Change the LOS standards from concurrency to tracking standards and add Central School to the combined school category;
5. Identify the members of the Staff Working Group; and

6. Refine the development review process to remove the school concurrency process.

These are very minor changes. This Interlocal Agreement is part of the Evaluation and Appraisal Report of the Comprehensive Plan for Santa Rosa County.

Recommendation: That the City Council approve the Public School Facility Interlocal Agreement with Santa Rosa County and authorize the Mayor to sign for the City.

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

This agreement is entered into between the Santa Rosa County Commission (hereinafter referred to as "County"), the City Council of the Cities of Milton and Gulf Breeze and the Town Council of the Town of Jay (hereinafter referred to as "Cities"), and the School Board of Santa Rosa County (hereinafter referred to as "School Board").

WHEREAS, this interlocal agreement was initially executed on February 13, 2003, and has been updated to reflect changes in the state concurrency legislation relating to public schools as provided in Laws 2005, c. 2005-290 ("Senate Bill 360"), which became effective July 1, 2005; Chapter 2011-139, Laws of Florida; and

WHEREAS, the County, Cities and the School Board recognize their mutual obligation and responsibility for the education, nurture and general well-being of the children within their community; and

WHEREAS, the County, Cities, and School Board recognize the benefits that will flow to the citizens and students of their communities by more closely coordinating their comprehensive land use and school facilities planning programs: namely (1) better coordination of new schools in time and place with land development, (2) greater efficiency for the school board and local governments by placing schools to take advantage of existing and planned roads, water, sewer, and parks, (3) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the local governments, (4) better defined urban form by locating and designing schools to serve as community focal points, (5) greater efficiency and convenience by co-locating schools with parks, ballfields, libraries, and other community facilities to take advantage of joint use opportunities, and (6) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, Sections 163.31777 and 1013.33, Florida Statutes (F.S.), require each county and the non-exempt municipalities within that county to maintain an interlocal agreement with the district school board to establish jointly the specific ways in which the plans and processes of the district school board and the local governments are to be coordinated; and

WHEREAS, the School Board has the statutory and constitutional responsibility to provide a uniform system of free and adequate public schools on a countywide basis; and

WHEREAS, it is mutually beneficial for the County, Cities, and School Board to support efforts that facilitate coordination of planning for the location and development of public educational facilities needed to serve the children of Santa Rosa County; and

WHEREAS, the County has jurisdiction for land use and growth management decisions within its unincorporated boundaries, including the authority to approve or deny comprehensive plan

amendments, rezonings, and other development orders that generate students and impact the school system, and the Cities have similar jurisdiction within their boundaries.

WHEREAS, the School Board, the County, and the Cities enter into this agreement in fulfillment of that statutory requirement and in recognition of the benefits accruing to their citizens and students described above;

NOW THEREFORE, be it mutually agreed between the School Board of Santa Rosa County, the Board of County Commissioners of Santa Rosa County, the City Councils of Milton and Gulf Breeze and the Town Council of the Town of Jay that the following procedures will be followed in coordinating land use and public school facilities planning:

SECTION 1. STUDENT ENROLLMENT AND POPULATION PROJECTIONS

1.1 In fulfillment of their respective planning duties, the County, Cities, and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and student enrollment.

1.2 The School Board shall utilize both district-wide student population projections, which are based on information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, F.S., where available, and projections based on the Education Service Areas (ESA) established in Section 4 of this Agreement. These projections may be modified by the School Board based on local development trends and data with agreement of the Florida Office of Educational Facilities and the SMART (Soundly Made, Accountable, Reasonable and Thrifty) Schools Clearinghouse.

1.3 The School Board, working with the County and Cities, will allocate projected student enrollment throughout the district into Education Service Areas to reflect development trends and ensure district-wide projections are not exceeded. The initial Education Service Areas (ESA) are established and described in Subsection 3.4.

SECTION 2. COORDINATING AND SHARING OF INFORMATION

2.1 District Educational Facilities Work Plan: By August 31st of each year, the School Board shall submit to the County and each City the District Educational Facilities Work Plan prior to adoption by the Board. The Cities and County shall review the plan and provide written comment to the School Board within 15 days on the consistency of the plan with the local comprehensive plan, and whether a comprehensive plan amendment will be necessary for any proposed educational facility. The School Board shall provide the final adopted plan to the County and Cities within 15 days after adoption.

2.1.1 The District Educational Facilities Work Plan is defined in Section 1013.35, F.S., as “the comprehensive planning document prepared annually by the district school board and submitted to the Office of Educational Facilities and SMART Schools Clearinghouse and the

affected general-purpose local governments". The plan shall be consistent with the requirements of Section 1013.35, F.S., and shall include the projected student population apportioned geographically by CSA, an inventory of existing school facilities, projections of facility space needs, information on leased, loaned, and donated space and relocatables, and general locations of new schools and anticipated closures of existing schools for the 5, 10, and 20 year time periods.

2.1.2 The plan also shall include a financially feasible district facilities work program ("Work Program") for the subsequent 5-year period, each year adding an additional "fifth year." The Work Program shall include:

- (a) all planned school facility projects, which include new construction, expansions, remodeling, and renovations that will create additional capacity;
- (b) existing and projected enrollment of existing and planned school facilities;
- (c) the year in which each planned school facility will be undertaken;
- (d) the source of funding for each planned school facility and the year in which the funding becomes available;
- (e) the capacity created by each planned school facility; and
- (f) necessary data and analysis supporting the proposed Work Program.

2.2 Educational Plant Survey: The School Board shall submit a draft of the Educational Plant Survey (required at least once every 5 years) to the County and each City at least 30 days prior to adoption by the School Board. The County and Cities will evaluate and make recommendations to the School Board, if any, within 15 days regarding the consistency of planned school facilities, including school renovations and closures, with their local government comprehensive plans.

2.3 Growth and Development Trends: On February 1st of each year, local governments will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information on issues that may have an impact on school facilities and student enrollment such as:

- (a) future land use map amendments and rezonings which increase residential densities;
- (b) residential building permits issued during the preceding year and their location; and
- (c) approved subdivision plats.

2.4 Calendar of Reports/Actions Required: A calendar of reports/actions required and associated deadline dates per the terms herein is included as an Appendix to this agreement.

2.5 Public School Facilities Capacity Tracking: The School Board will maintain a Public Schools Facilities Capacity Tracking System that is consistent with the School Board's 5-year Capital Facilities Work Program and the interlocal agreement, as amended.

2.6 School Board review of school-related amendments: All school-related amendments of the comprehensive plan shall be provided to the School Board at least 45 days prior to transmittal (or adoption if no transmittal is required). The School Board shall review the school-related amendments and provide comments, if any, to the relevant local government either (a) in writing at least fifteen (15) days prior to the local planning board public meeting at which the school-related amendment will be discussed, or (b) by attending and providing comments at the local planning agency meeting. In addition to the other coordination procedures provided for in this amended interlocal agreement, County, City, and School Board staff working groups will meet to address needed updates to school-related plan provisions at the time of the Evaluation and Appraisal Report.

SECTION 3. SCHOOL CAPACITY TRACKING

3.1 This section establishes procedures for implementation of a countywide school capacity tracking system. The key components of school capacity tracking are listed below:

- (a) Level of Service (LOS) standards;
- (b) Education Service Areas (ESA);
- (c) Procedures for monitoring school demand and capacity
- (d) Mitigation options and processes; and
- (e) The 5-Year Work Program for school facilities.

3.2 Applicability: School capacity tracking shall apply only to residential uses that generate demands for public school facilities.

3.3 Level-of-Service (LOS) Standards: The LOS standards set forth herein shall be applied for purposes of implementing school capacity tracking which is one of a number of factors in determining if a school can accommodate additional students.

3.3.1 The LOS standards to be used by the School Board to implement school capacity tracking shall be as follows:

- (a) Elementary: 105% of permanent Florida Inventory of School House (FISH) capacity as adjusted by the School Board annually to account for measurable programmatic changes.

- (b) Middle: 105% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.
- (c) Combined Schools (1) Junior/Senior High and (2) K-12 90% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.
- (d) High: 105% of permanent FISH capacity as adjusted by the School Board annually to account for measurable programmatic changes.

For purposes of this subsection, a "measurable programmatic change" means a change to the operation of a school that has consistent and measurable capacity impacts including, but not limited to: double sessions, floating teachers, year-long schools and special educational programs.

3.4 School Education Service Areas: The School Education Service Areas (ESAs) shall coincide with the adopted transportation impact fee areas within Santa Rosa County as shown on Map 1, attached hereto and incorporated herein by this reference.

3.4.1 ESAs may be modified to maximize available school capacity and make efficient use of new and existing public school facilities in accordance with the LOS standards set forth in this agreement, taking into account school policies to:

- (a) minimize transportation costs,
- (b) limit maximum student travel times,
- (c) effect desegregation plans,
- (d) achieve socio-economic, racial and cultural diversity objectives.
- (e) recognize capacity commitments resulting from local governments' development approvals for the ESA, and
- (f) recognize capacity commitments resulting from local governments' development approvals for contiguous ESAs.

3.5 Demand Monitoring and Evaluation: The School Board will utilize the Department of Education COHORT Report, supplemented by information within the County and Cities' annual Growth and Development Trends Report defined in Section 3.3 above, to facilitate demand projection and student generation rate trends. The School Board may adjust the information derived from these annual reports if more current information is expected to significantly impact growth and development trends reflected in the most recent report(s).

3.5.1 The Staff Working Group, which is comprised of representatives from the Assistant Superintendent for Administrative Services for the School Board, the County Division of Community Planning, Zoning and Development, the Cities of Gulf Breeze and Milton and the Town of Jay, shall monitor and evaluate the school capacity tracking system as part of the

Oversight Process noted in Section 9 of this agreement. The committee shall monitor specific parameters of the school capacity tracking system, including:

- (a) School capacity projections relative to anticipated growth patterns in the School Education Service Areas;
- (b) Ability to maintain the Level of Service (LOS) standards with projects listed in the adopted 5-Year Work Program;

The Staff Working Group will address any deficiencies to the above parameters identified by the members at their annual March meeting. The committee's annual (or interim) report to the participating local governments and the School Board subsequent to this meeting shall include its monitoring results and any recommended actions or suggested amendments to be made based thereon.

3.6 Process for Determining School Capacity:

- (a) **Definitions:** The terms used in this subsection are defined as follows:
 - 1. *Available school capacity* - the circumstance where there is sufficient school capacity, based on adopted LOS standards, to accommodate the demand created by a proposed development.
 - 2. *Capacity* - "capacity" as defined in the FISH Manual.
 - 3. *Existing school facilities* – school facilities constructed and operational at the time an inquiry is initiated.
 - 4. *FISH Manual* - the document entitled "Florida Inventory of School Houses (FISH)," current edition, and that is published by the Florida Department of Education, Office of Educational Facilities (hereinafter the "FISH Manual").
 - 5. *Permanent FISH Capacity* - capacity that is added by "permanent buildings," as defined in the FISH Manual.
 - 6. *Planned school facilities* – school facility capacity that will be in place or under actual construction within three (3) years after the issuance of final subdivision or site plan approval, pursuant to the School Board's adopted 5-Year Work Program.
 - 7. *Previously Approved Development* – development approved as follows:
 - a. Single family lots of record having received final plat approval.
 - b. Multi-family residential development having received final site

plan approval.

8. *Reserved capacity* – School facility capacity set aside for a development or use other than those set aside.
9. *Total school facilities* – Existing school facilities and planned school facilities.
10. *Used capacity* – School facility capacity consumed by or reserved for preexisting development.
11. *Work Program* - the financially feasible 5-year School District Facilities Work Program adopted pursuant to Section 1013.35, Florida Statutes. Financial feasibility shall be determined using professionally accepted methodologies.

(b) **Application Review Process:**

1. Santa Rosa County, the Cities and the School Board shall ensure that the minimum Level of Service Standard established for each school type is maintained by evaluating school capacity as part of the Future Land Use Map amendment process. No new residential large scale comprehensive plan amendment may be approved by the County or Cities, until a School Capacity Availability Determination Letter has been issued indicating that adequate school facilities exist or are planned for in the 5-year School District Facilities Work Plan. This shall not limit the authority of a local government to deny a comprehensive plan amendment or its functional equivalent, pursuant to its home rule regulatory powers.
2. Any developer submitting a large scale comprehensive plan amendment application with a residential component is subject to school capacity tracking and must prepare and submit a School Impact Analysis to the local government, as applicable, for review by the School District. The School Impact Analysis must indicate the location of the development, number of dwelling units and unit types (single-family, multi-family, apartments, etc.), and age restrictions for occupancy, if any. The local government shall initiate the review by determining that the application is sufficient for processing. Upon determination of application sufficiency (within five (5) days of receipt of a complete application), the local government shall transmit the School Impact Analysis to the School District for review. The School District will verify whether sufficient student stations for each type of school are available or not available to support the development. The process is as follows:

- a. the School District shall review the School Impact Analysis for residential developments which have been submitted and deemed sufficient for processing by the applicable local government.
 - b. the School District shall review each School Impact Analysis in the order in which it is received and shall issue a School Capacity Availability Determination Letter to the applicant and the affected local government within fifteen (15) working days of receipt of the application.
 - c. the School District may charge the applicant a non-refundable application fee payable to the School District to meet the cost of review.
 - d. in the event that there is not adequate capacity available as calculated per Subsection (c) below, the School Board shall entertain proportionate share mitigation pursuant to Section 4.7 of this Agreement; and, if the proposed mitigation is accepted, enter into an enforceable and binding agreement with the affected local government and the developer pursuant to Section 4.7 of this Agreement.
- c) **School Capacity Calculations.** The School Board will determine whether adequate school capacity exists for a proposed large scale comprehensive plan amendment, based on the LOS standards, ESAs, and other standards set forth in this Agreement, as follows:
- 1. Calculate total school facilities by adding the capacity provided by existing school facilities to the planned school facilities included in the first three (3) years of the Educational Facilities Work Plan.
 - 2. Calculate available school capacity by subtracting from the total school facilities the sum of:
 - a. Used capacity;
 - b. The portion of reserved capacity projected to be developed within three years;
 - c. The portion of previously approved development projected to be developed within three years; and
 - d. the demand on schools created by the proposed development.

- (d) **Education Service Areas.** In determining whether there is sufficient school capacity to accommodate a proposed development, the School Board will:
1. Consider whether the ESA in which the proposed development is situated has available school capacity, based on the formula above.
 2. In the event that the ESA in which the proposed development is situated does not have available school capacity, the School Board will determine whether a contiguous ESA has available school capacity by:
 - a. Identifying the contiguous ESA with the most available school capacity for the particular type of school and assigning the demand from the proposed development to that ESA; and
 - b. Restructuring school attendance zones, or other operational components, such that the impacts of the proposed development will not cause the LOS standard in the ESA within which it is located to exceed the LOS standards set forth in this Agreement

3.7 **Proportionate Share Mitigation:** In the event that there is not sufficient capacity in the affected concurrency service area or the adjacent concurrency service area, school concurrency shall be satisfied if the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property. Acceptable mitigation will include payment for land acquisition or construction of a public school facility; or in the case of Developments of Regional Impact, the donation of land and/or the construction of educational facilities. Such options must include execution by the applicant and the local government of a binding development agreement that constitutes a legally binding commitment to pay proportionate-share mitigation for the additional residential units approved by the local government in a development order and actually developed on the property, taking into account residential density allowed on the property prior to the plan amendment that increased overall residential density. The district school board shall be a party to such an agreement.

Any proportionate-share mitigation must be directed by the school board toward a school capacity improvement identified in a financially feasible 5-year district work plan and which satisfies the demands created by that development in accordance with a binding developer's agreement.

Proportionate share mitigation will be calculated by multiplying the number of additional student stations projected to be generated by the proposed development by the average cost per student station.

SECTION 4. SCHOOL SITE SELECTION, SIGNIFICANT RENOVATIONS, AND POTENTIAL

SCHOOL CLOSURES

4.1 When the need for a new school is identified in the district educational facilities plan, the School Board will convene a meeting of the Public Schools Advisory Committee for the purpose of reviewing potential sites for new schools and proposals for significant renovation and potential closure of existing schools.

4.2 The Public Schools Advisory Committee will develop a list of potential sites in the area of need. The list of potential sites for new schools and the list of schools identified in the district educational facilities plan for significant renovation and potential closure will be submitted to the local government with jurisdiction for an informal assessment regarding consistency with the local government comprehensive plan. Based on information gathered during the review, the Committee will submit recommendations to the Superintendent or designee.

4.3 At least 30 days prior to acquiring or leasing property that may be used for a new public educational facility, the School Board shall provide written notice to the local government with jurisdiction over the use of the land. The local government, upon receipt of this notice, shall notify the School Board within 20 days if the proposed new school site is consistent with the land use categories and policies of the local government's comprehensive plan. This preliminary notice does not constitute the local government's determination of consistency pursuant to Sections 1013.33(9) and (10), F.S.

4.4 In conjunction with the preliminary consistency determination described at subsection 4.3 of this agreement, the School Board and affected local governments will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or the proposed significant renovation of an existing school, and will enter into a written agreement as to the timing, location, and the party or parties responsible for constructing, operating and maintaining the required improvements.

SECTION 5. LOCAL PLANNING AGENCY, AND COMPREHENSIVE PLAN AMENDMENTS

5.1 The County and Cities will allow an advisory representative appointed by the School Board on the local planning agencies, or equivalent agencies, to attend or provide comments at those meetings at which the agencies consider comprehensive plan amendments and rezonings that would, if approved, increase residential density on the property that is the subject of the application. The Cities and County may at their discretion grant voting status to the School Board member.

SECTION 6. CO-LOCATION AND SHARED USE

6.1 Co-location and shared use of facilities are important to both the School Board and local governments. The School Board will look for opportunities to co-locate and share use of school facilities and civic facilities when preparing the District Educational Facilities Plan. Likewise, co-location and shared use opportunities will be considered by the local governments when

preparing the annual update to the comprehensive plan's schedule of capital improvements and when planning and designing new, or renovating existing, community facilities. For example, opportunities for co-location and shared use with public schools will be considered for libraries, parks, recreation facilities, community centers, auditoriums, learning centers, museums, performing arts centers, and stadiums. In addition, co-location and shared use of school and governmental facilities for health care and social services will be considered.

6.2 A separate agreement will be developed for each instance of co-location and shared use, which addresses legal liability, operating and maintenance costs, scheduling of use, and facility supervision or any other issues that may arise from co-location and shared use.

SECTION 7. RESOLUTION OF DISPUTES

7.1 If the parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, such dispute will be resolved in accordance with governmental conflict resolution procedures specified in Chapter 164 or 186, Florida Statutes.

7.2 The parties hereby acknowledge and agree that it is not the intent of any party to this agreement to confer any rights on any person or entities other than the parties to this agreement. No person or entity not a party to this agreement shall have any claim or cause of action against either the County, the Cities or the School Board for the failure of any party to perform in accordance with the provisions of this Agreement.

SECTION 8. OVERSIGHT PROCESS

8.1 The Staff Working Group shall serve as the oversight committee to monitor implementation of the interlocal agreement, including monitoring and evaluation of the school capacity tracking system. The committee shall appoint a chairperson, meet by April 15th of each year, and report to participating local governments, the School Board and the general public on the effectiveness with which the interlocal agreement is being implemented. The Assistant Superintendent for Administrative Services for the School Board will coordinate the annual meeting with the County Director of Community Planning, Zoning, and Development to publicize the meeting and provide an opportunity for public participation.

SECTION 9. AMENDMENT AND TERMINATION OF AGREEMENT

9.1 This agreement may be amended by mutual adoption by all parties as the situation warrants. Any party may elect to withdraw from participation in this agreement upon official action of its governing body and after 60 days written notice to all other parties to this agreement. In such a case, the withdrawing party and the School Board may be subject to sanctions from the Administration Commission and the Department of Education unless they enter into a separate agreement within thirty (60) days that satisfies all the relevant requirements of the Florida Statutes. Any separate agreement must be consistent with the uniform district wide school capacity tracking system.

IN WITNESS WHEREOF, This School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

(* Note: Execution of this agreement is indicated by each participant's signature on individually attached pages hereto)

IN WITNESS WHEREOF, This School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS

ATTEST: _____
Mary Johnson, Clerk of Court

Lane Lynchard, Chairman

Date: _____

Approved as to Form and Correctness:

Angela Jones,
County Attorney

IN WITNESS WHEREOF, THIS School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

CITY OF MILTON

ATTEST: _____
Dewitt Nobels, CityClerk

Guy Thompson, Mayor

Date: _____

Approved as to Form and Correctness:

Roy V. Andrews, City Attorney

IN WITNESS WHEREOF, THIS School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

CITY OF GULF BREEZE

ATTEST: _____
Marita Rhodes, CityClerk

Beverly Zimmern, Mayor

Date: _____

Approved as to Form:

Mathew Dannheisser, City Attorney

IN WITNESS WHEREOF, THIS School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

TWON OF JAY

ATTEST: _____
Linda Carden, TownClerk

Kurvin Qualls, Mayor

Date: _____

Approved as to Form and Correctness:

Steven M. Cozart, Town Attorney

IN WITNESS WHEREOF, THIS School Interlocal Agreement has been executed by and on behalf of Santa Rosa County, the Cities of Milton and Gulf Breeze, the Town of Jay, and the School Board of Santa Rosa County.

SANTA ROSA COUNTY SCHOOL DISTRICT

ATTEST: _____
Hugh Winkles, Board Chair

Tim Wyrosdick, Superintendent

Date: _____

Approved as to Form and Correctness:

Paul Green, School Board Attorney

APPENDIX

CALENDAR OF REPORTS/ACTIONS REQUIRED

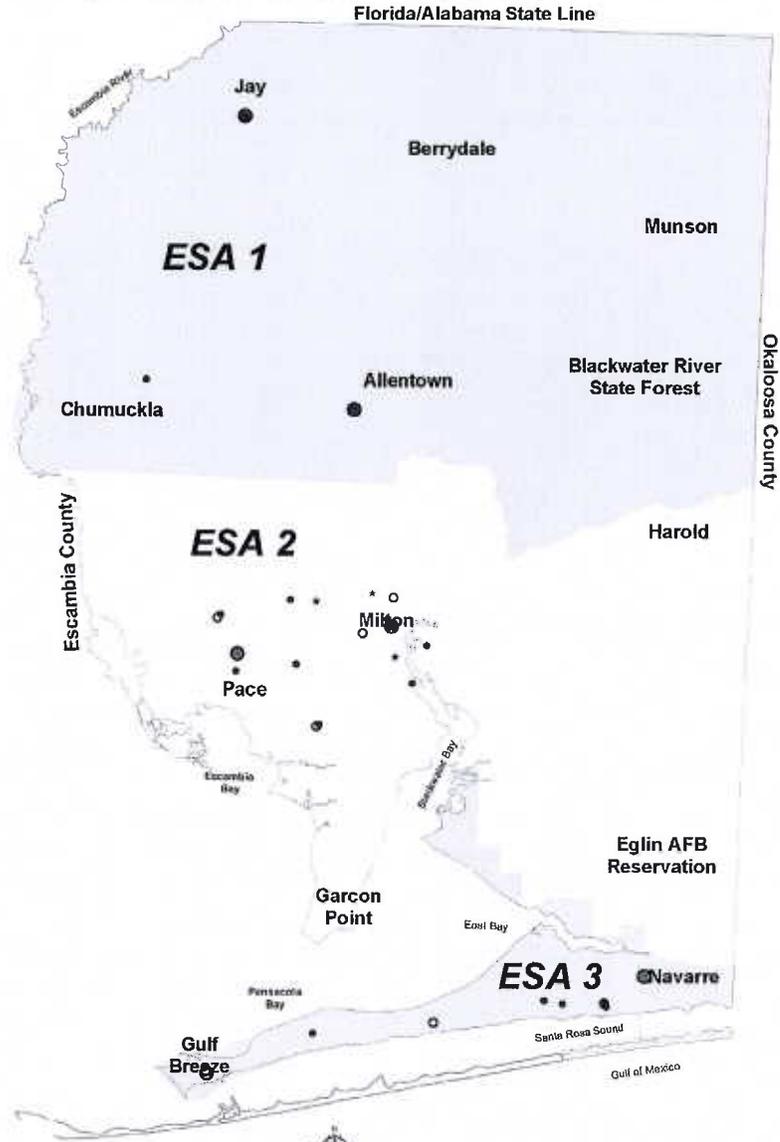
REPORT/REQUIRED ACTION	FROM	TO	DUE DATE/ FREQUENCY
Growth and Development Trends Report	County/Cities	School Board	February 1 / annual
Oversight Report on effectiveness of Interlocal Agreement implementation	Public Schools Advisory Committee	School Board, County, Cities and interested citizens	annual <i>(after required annual March meeting)</i>
District Educational Facilities Plan and Work Program	School Board	County/Cities	August 31 / annual
General Education Facilities Report	School Board	County	October 1 / annual <i>(reference Santa Rosa County Comprehensive Plan Policy 3.2.B.1)</i>
School Board Adoption of Educational Facilities Plan and Work Program	School Board	County/Cities	September / annual <i>(submit final adopted plan to County/Cities within 15 days after adoption)</i>
Adopt Five-Year Capital Facilities Plan into County/City Comprehensive Plans	County/Cities	State (Department of Community Affairs)	December 1 / annual
Joint Workshop Session (for representatives from County Commission, City governing bodies, School Board, and Regional Planning Council)			Meeting date coordinated between Santa Rosa County and School Board / annual and as needed.
Educational Plant Survey	School Board	County/Cities	Every 5 years <i>(at least 30 days prior to School Board adoption).</i>

Notification of proposed Comprehensive Plan Amendments, rezonings, and/or development approvals that increase residential density	County/Cities	School Board	As applicable (<i>notify Assistant Superintendent for Administrative Services for the School Board within 5 days of applicant request</i>).
School Board response to notifications of proposed increased residential densities	School Board	Requesting County or City	As applicable (<i>Assistant Superintendent for Administrative Services for the School Board provides response to requestor within 15 days of receipt</i>).
Public Schools Advisory Committee Meetings and Reports			As applicable (<i>when need for new school is identified in District Educational Facilities Plan</i>).

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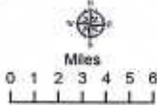
Concurrency Education Service Areas

Santa Rosa County
Map 12-1 Schools, Ancillary Facilities
and
Education Service Areas (ESA)



Legend

- Elementary Schools
- * Ancillary Facilities
- Middle Schools
- Combined Schools
- High Schools
- ESA 1
- ESA 2
- ESA 3



Disclaimer:
 The GIS maps and data distributed by the Santa Rosa County BOCC departments are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness, and currency thereof are not guaranteed. The Santa Rosa County Commission makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the County Geographic Database. Additionally, the Santa Rosa Commission or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.

Map Document: C:\msv\9-8-dms\msh\work\Plan\SchoolElementalData\Map 12-1 Nov 2011.mxd
 11/02/2011 - 3:55:10 PM
 Data Source: Santa Rosa County Geographic Database, Santa Rosa County School Board



Community Planning, Zoning
 and
 Development Division
 Original Map Date: March 22, 2007
 Revised: November 3, 2011

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City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: *CS* Craig S. Carmichael, Director of Community Services

DATE: February 24, 2012

SUBJECT: HEIGHT RESTRICTIONS

In late 2001 and early 2002 the City Council amended the City's Land Development Code relative to height restrictions in the R1AA and RES zoning districts. Prior to the amendment, height was not only limited to 35 feet but it was also limited to 2½ stories. The amendment removed the story provisions (please see the attached copy of Ordinance 02-02). Additionally, later in 2002, the story requirements were also dropped from the R1A and C2 zoning districts (please see the attached copy of Ordinance 06-02).

The proposed Hampton Inn plans indicate that the height of the structure measures 35 feet from grade to the top of the roof deck; however, the building is four stories. When the height restrictions were amended in 2002 it did not include the C1 zoning district. The current height restriction in the C1 zoning district is limited to 35 feet and/or three stories (please see the attached copy of Section 21-162). In order for the Hampton Inn project to move forward, the project will need a variance or the C1 height restrictions would need to be amended to match the height restrictions in the R1AA, R1A, RES and C2 zoning districts.

In light of the changes made in late 2001 and early 2002, staff recommends that the height restrictions in the C1 district be amended to match the height restriction in the RES, R1AA, R1A and C2 zoning districts.

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE AN ORDINANCE WHICH WOULD AMEND THE HEIGHT RESTRICTIONS IN THE C1 ZONING DISTRICT TO

**MATCH THE HEIGHT RESTRICTIONS IN THE RES,
R1AA, R1A AND C-2 ZONING DISTRICTS.**

CSC
Attachments

ORDINANCE NO. 02-02

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, AMENDING SECTION 21-47 (A) AND 21-67 (A) RELATIVE TO THE HEIGHT OF BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has adopted certain regulations that limit the height of residential structures to 2½ and/or 35 feet in both the R-ES and R-1-AA zoning districts; and,

WHEREAS, these the limits were based on interpretations of Insurance Service Office, Incorporated guidelines; and,

WHEREAS, the City Council has received positive confirmation from the Insurance Service Office, Incorporated that these interpretations have changed.

NOW, THEREFORE, be it ordained by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1: Sections 21-47 and 21-67 are hereby amended to read as follows:

Sec. 21-47. Height, area of buildings.

(a) In the R-ES district, single-family residences shall not exceed 35 feet in height.

Sec. 21-67. Height, area of buildings.

(a) In the R-1-AA district, single-family residences shall not exceed 35 feet in height.

SECTION 2: Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall in any manner effect the validity of the remaining portions of this Ordinance.

SECTION 3: Conflict. The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

SECTION 4: Effective Date. This Ordinance shall become effective upon its adoption by the City Council.

ORDINANCE 02-02
PAGE 2

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze in Santa Rosa County,
Florida, on the second reading on this 4th day of February, 2002

By:


M. Lane Gilchrist, Mayor

ATTESTED TO BY:

Marita Rhodes
Marita Rhodes, City Clerk

ORDINANCE NO. 06-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AMENDING SECTION 21-82(A) AND 21-179 RELATIVE TO THE HEIGHT OF BUILDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has adopted certain regulations that limit the height of residential structures to 2 ½ stories and/or 35 feet in both the R-ES and R-1-AA zoning districts; and,

WHEREAS, these limits were based on interpretations of Insurance Service Office, Incorporated guidelines; and

WHEREAS, the City Council has received positive confirmation from the Insurance Service Office, Incorporated that these interpretations have changed.

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

SECTION 1:

Sections 21-82 and 21-179 are hereby amended to read as follows:

Sec. 21-82 HEIGHT, AREA OF BUILDINGS

(a) In the R-1-A district, single-family residences shall not exceed 35 feet in height.

Sec. 21-179 HEIGHT, AREA OF BUILDINGS

(a) Business and professional offices in a C-2 limited commercial district shall not exceed 35 feet in height and must provide for adequate off-street parking as provided in section 24-51(6). A C-2 district is to be screened by privacy fences or shrubbery from any surrounding residential property in an R-ES, R-1-AA, R-1 or R-1 district. Maximum fence heights shall be eight feet unless otherwise approved by the City Council.

SECTION 2: SEVERABILITY

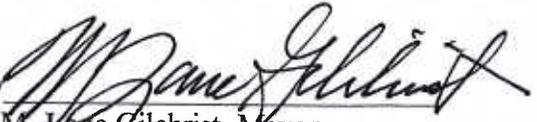
If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner effect the validity of the remaining portions of this Ordinance.

SECTION 3: CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any Ordinance or portion thereof in conflict with the terms hereof.

SECTION 4: Effective Date. This Ordinance shall become effective upon its adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze in Santa Rosa County Florida on the 4th day of March 2002.

By 
M. Lane Gilchrist, Mayor

ATTEST:


Marita Rhodes, City Clerk

contain or provide any service to or for motor vehicles shall be placed not less than 25 feet from any side or rear property line, excepting one self-service equipment station per lot which supplies compressed air, radiator and battery water and vacuum services for motor vehicles. If a corner site is used, minimum setback lines for both streets shall be observed. Setback requirements of this paragraph shall not apply to detached structure on the premises used for other purposes allowed in the C-1 zoning district such as retail business.

- c. All buildings or structures including gas tanks and pumps shall at a minimum comply with the setback requirements of any abutting street.
- d. If on a corner lot, the means of ingress and egress shall be provided not less than 15 feet from the intersection of street right-of-way lines. Ingress and egress shall be arranged and designed so as to minimize the interference with the flow of traffic.

- (10) Self-service laundries and laundry pickup stations.
- (11) Municipal, county, state, federal and public buildings.
- (12) Marina and accessory facilities, subject to the approval of the city council.
- (13) Any retail business or retail service establishment providing conveniences or shopping that are required by neighboring residents.

(Ord. No. 8-99, § 1, 6-7-99)

Sec. 21-162. Height of buildings.

In the C-1 district building height shall not exceed a total height of 35 feet and/or three stories.

Sec. 21-163. Setback requirements.

In the C-1 zoning district, no building or any portion thereof shall be erected nearer than 15 feet from any street right-of-way.

(Ord. No. 13-02, § 1, 12-2-02)

Secs. 21-164--21-175. Reserved.

DIVISION 9. C-2 LIMITED COMMERCIAL DISTRICT

Sec. 21-176. Uses permitted.

Land and buildings within the C-2 limited commercial district shall be used for business offices and/or professional offices. The intent is to limit the use of buildings in a C-2 district to general types of occupancies as follow:

- (1) Real estate or mortgage loan offices.
- (2) Insurance agency.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

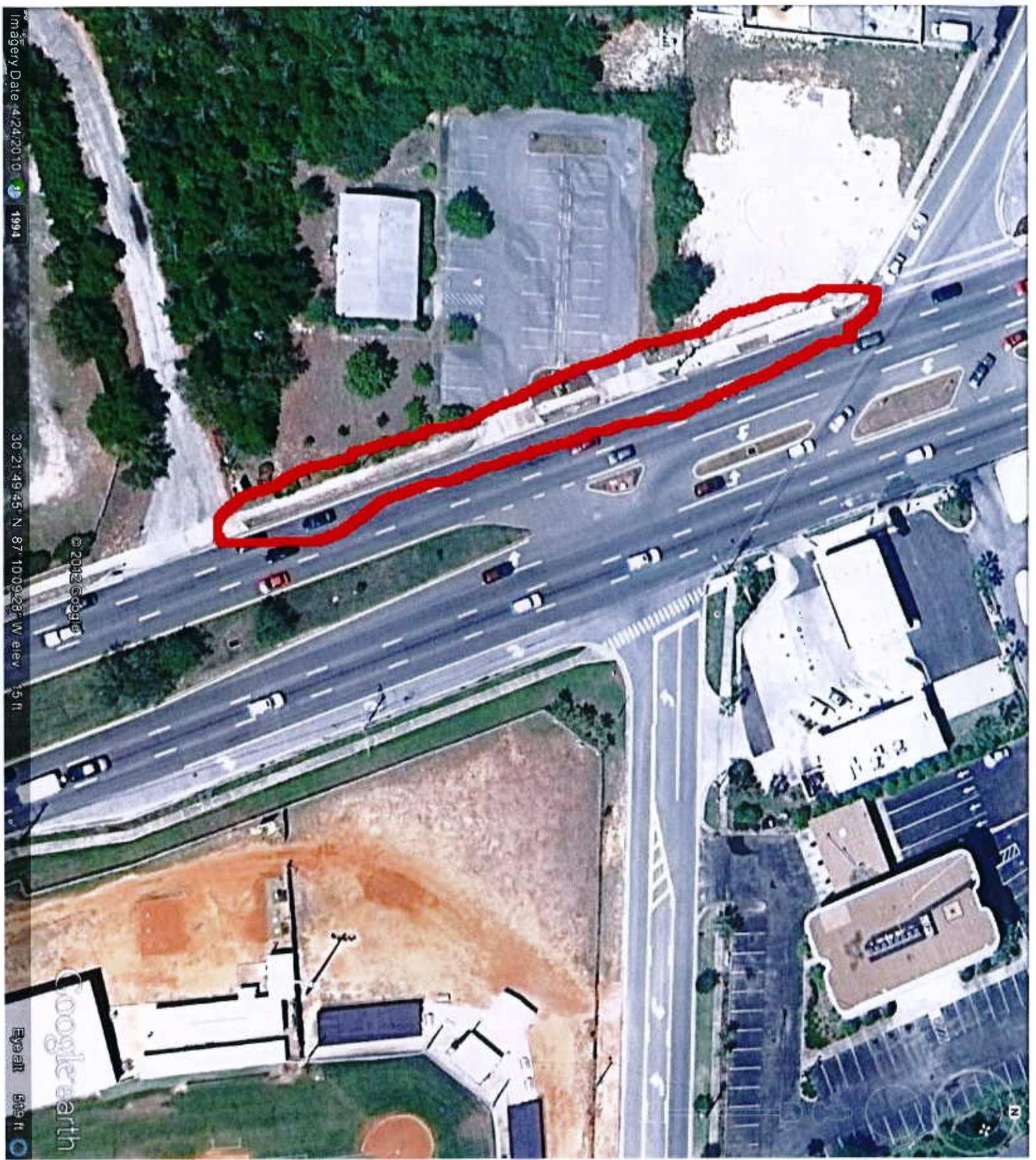
DATE: February 23, 2012

SUBJECT: Highway 98 Beautification

After recent site visits, it was noted by staff that there were areas in front of the Chamber of Commerce and the former Circle K that are looking very unsightly. See attached map. The project is highlighted in red. The areas of concern are five places between the sidewalk and Highway 98 that at one time had sod and were being maintained. Recently, new bushes were added to the landscaping in front of the Chamber Building and the City has completed a FDOT Beautification Grant Project. This area is the only place along Highway 98 that has not had the landscaping or grass installed between Fairpoint and Daniel Drive this past year.

Staff got a quote from the landscape company (Designscapes) that completed the most recent FDOT grant. Their quote of \$3,707 provides for the price of the sod and installation, irrigation system and boring. The irrigation system will tie into the Chamber property. This project is to be funded out of the Community Redevelopment Agency.

RECOMMENDATION: That the City Council meet Monday, March 5, 2012 as the Community Redevelopment Agency and approve and direct staff to employ the services of Designscapes to complete sodding and irrigation work to be done in the 5 sidewalk parcels from Hoffman Drive to the end of the Chamber property at a cost of \$3,707, and CRA funds used to pay for their services.



Imagery Date: 4/24/2010 1994

30°21'49.45" N 87°10'09.23" W elev 15 ft

© 2012 Google

Google earth

Eye alt 509 ft

DesignScapes
151 Mary Esther Blvd. Suite 102
Mary Esther, FL 32569

Proposal

Date	Proposal #
2/1/2012	2012-0012

Name / Address
City of Gulf Breeze 1070 Shoreline Dr. Gulf Breeze, FL. 32561

Project

LS & Irrigation Extension

Description	Total
<p>We hereby propose to furnish materials, equipment and labor necessary to the completion of Landscape & Irrigation Extension work at the front of Garden Club located in Gulf Breeze, Florida as follows:</p> <p>Landscape & Irrigation Extension in Gulf Breeze</p> <p>Remove and replace 3 pallets Bermuda sod - 1350 sf Irrigation system - Includes grading, electronic timer, valves and heads</p> <p>Notes & Exclusions:</p> <p>1) Testing and permitting are excluded; 2) Items not specifically outlined above are not included;</p> <p>All material guaranteed to be as specified and the above work to be performed in accordance with the drawings and/or specifications submitted for the work and completed in a substantial workmanlike manner.</p> <p>Any alterations or deviations from the above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.</p>	<p>459.00 3,247.99</p>
Total	

Phone #	Fax #	E-mail	Web Site
(850) 362-0121	(850) 362-0131	administrator@designscapesflvb.com	www.designscapesflvb.com

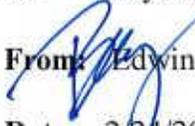


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 2/24/2012

Subject: Appointment of a Steering Committee for Master Planning Work

VHB Miller Sellen will commence their Master Planning effort by the end of March or early April. This will be about a twelve month process. The end result of the master planning effort will be a new plan for the U.S. 98 corridor that may transform the Gulf Breeze commercial corridor from a U.S. 98 traffic dependent scenario to a sustainable commercial area where businesses such as Andrews Institute and AppRiver can thrive.

Access to 98, the proliferation of multiple driveways serving each small parcel and alternate means of access will be central to the study. The Council's concern is the addition of at least 12,000 trips per day on U.S. 98 over the next 40-50 years.

VHB Miller Sellen would like to work with a steering committee of 8-12 people that could meet every 3-4 weeks to monitor the study and make recommendations going forward. The Committee would establish a mission statement and elect a chair and co-chair.

RECOMMENDATION:

THAT THE CITY COUNCIL APPOINT 10 INDIVIDUALS FROM THE COMMUNITY TO SERVE AS THE STEERING COMMITTEE FOR THE MASTER PLANNING PROJECT.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Luis Gomez
From: Officer Lanzetta #809
Date: February 19th, 2012
Re: Letter of Commendation

On January 9th, 2012, at approximately 1:45 p.m., I requested your assistance to assist me in translating on a traffic stop I had conducted at the north end of the Pensacola Bay Bridge. I was advised by Gulf Breeze Dispatch that you were off for the day. I was able to get a hold of you via telephone and you assisted me with some translation, even though you were not at work. This is not the first time you have helped me with translation assistance. You have always been very professional with assisting me and other members of the Gulf Breeze Police Department. Your willingness to assist us over the years has greatly expedited and reduced our workload.

I would like to commend you for your willingness to assist me and the Gulf Breeze Police Department whenever needed! I take great pride in complimenting you on a job well done and look forward to continually working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Lanzetta", with a stylized flourish at the end.

Chris Lanzetta
Patrol Officer #809
Gulf Breeze Police Department

Cc: Edwin A. Eddy, City Manager
Vernon L. Prather, Director of Public Service
Mina Lanzetta, NG/SD Supervisor

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation