GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION

MARCH 14, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding Development Review Board Referral of March 6, 2012
Bay Beach Inn - 39 Scenic Gulf Drive, Destin
Request to Construct a 54,804 Square Foot Hotel
at 51 Gulf Breeze Parkway, Gulf Breeze, FL

B. Discussion and Action Regarding Presentation of Annual Audit on March 19, 2012

C. Discussion and Action Regarding Special Event Request from St. Ann Catholic Church for Annual Palm Sunday Processional

D. Discussion and Action Regarding Renewal of Maintenance Contract with Florida Department of Transportation

E. Discussion and Action Regarding Ordinance No. 01-12, Creating Section 16-80 of the Code Relative to Prohibited Signs - SECOND READING

F. Discussion and Action Regarding Ordinance No. 02-12, Relative to Incorporating the Community Redevelopment Agency Design Guidelines into the City's Land Development Code - FIRST READING

G. Discussion and Action Regarding Ordinance No. 03-12, Relative to Height Restrictions in the C-1 Zoning District - FIRST READING

H. Discussion and Action Regarding Dredging Project, Addition of Fill - Deadman's Island

I. Discussion and Action Regarding Crosswalks and Other Traffic Safety Projects

J. Discussion and Action Regarding Filling City Council Seat A

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.

MINUTES
DEVELOPMENT REVIEW BOARD
MARCH 6, 2012
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT	ABSENT	STAFF
Bill Hoke	Cheryl Fromularo	Shane Carmichael
Samantha Rine	Lee Brown	Leslie Guyer
George Williams	JB Schluter	
John Schuster	Ramsey Landry	

The meeting was called to order at 6:38 p.m. by John Schuster, Chairman.

After Roll Call, a motion was made by Samantha Rine to approve the minutes as written. The motion was seconded by Bill Hoke. The minutes from the meeting of January 4, 2012 were approved unanimously.

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

PROJECT NO. 12-30000001 – BAY BEACH HOTEL, 39 SCENIC GULF DRIVE, DESTIN, FL AND GB HOTEL EMERALD COAST PKWY, MIRAMAR BEACH, FL, REQUESTING TO CONSTRUCT AN APPROXIMATELY 54,804 SQUARE FOOT HOTEL AT 51 GULF BREEZE PKWY, GULF BREEZE, FL.

Mark Siner with Choctaw Engineering, Inc., addressed the Board on behalf of Bay Beach Hotel and GB Hotel Investments LP. Mr. Siner presented the project to the Board and answered questions.

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

After a discussion, a motion was made by George Williams to approve the project contigent upon the developer addressing the items presented in the staff report. Samantha Rine seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the project is classified as Level III Development and must go to the City Council for final approval on March 19, 2012

As there was no other business to come before the Board, the meeting was adjourned at 6:55 p.m.

ATTESTED TO:

Leslie Guyer

Leslie Guyer, Deputy City Clerk

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 9, 2012

TO: Mayor and City Council

FROM: Edwin A. Eddy, City Manager

SUBJ: **PRESENTATION OF ANNUAL AUDIT**

Kevin Bowyer and his staff have completed their annual audit and preparation of the City's Comprehensive Annual Financial Report (CAFR) is well underway. Mr. Bowyer will be present at the March 19 City Council meeting to present an overview to the Council.

(850) 934-5100 • FAX (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

City of Gulf Breeze

Memo

To: Edwin Eddy, City Manager

From: Steve Milford

Date: February 28, 2012

Re: Scheduled CAFR / Annual Report production

Our original schedule for closing out the year end audit and production of the annual report for the City has slipped considerably. Initial schedules called for production of the CAFR in mid to late January 2012 for presentation to the Council in early February. My current expectation is for presentation to the Council shortly before the statutory deadline of March 30, 2012.

Two elements have caused this delay: FEMA closeout audits for Ivan park restorations and the Fishing Bridge deconstruction, and a compounded series of miscommunications subsequent to O'Sullvan Creel's (now Warren Averett) completion of on-site work. This miscommunication resulted in many hours of unproductive efforts to reconcile fixed asset schedules via email and telephonically and was determined to result from incompatible starting balances. I will be recommending to Warren Averett that the fixed assets schedule roll-forward reconciliations be part of the on-site work in the future to eliminate repeating this type of delay.

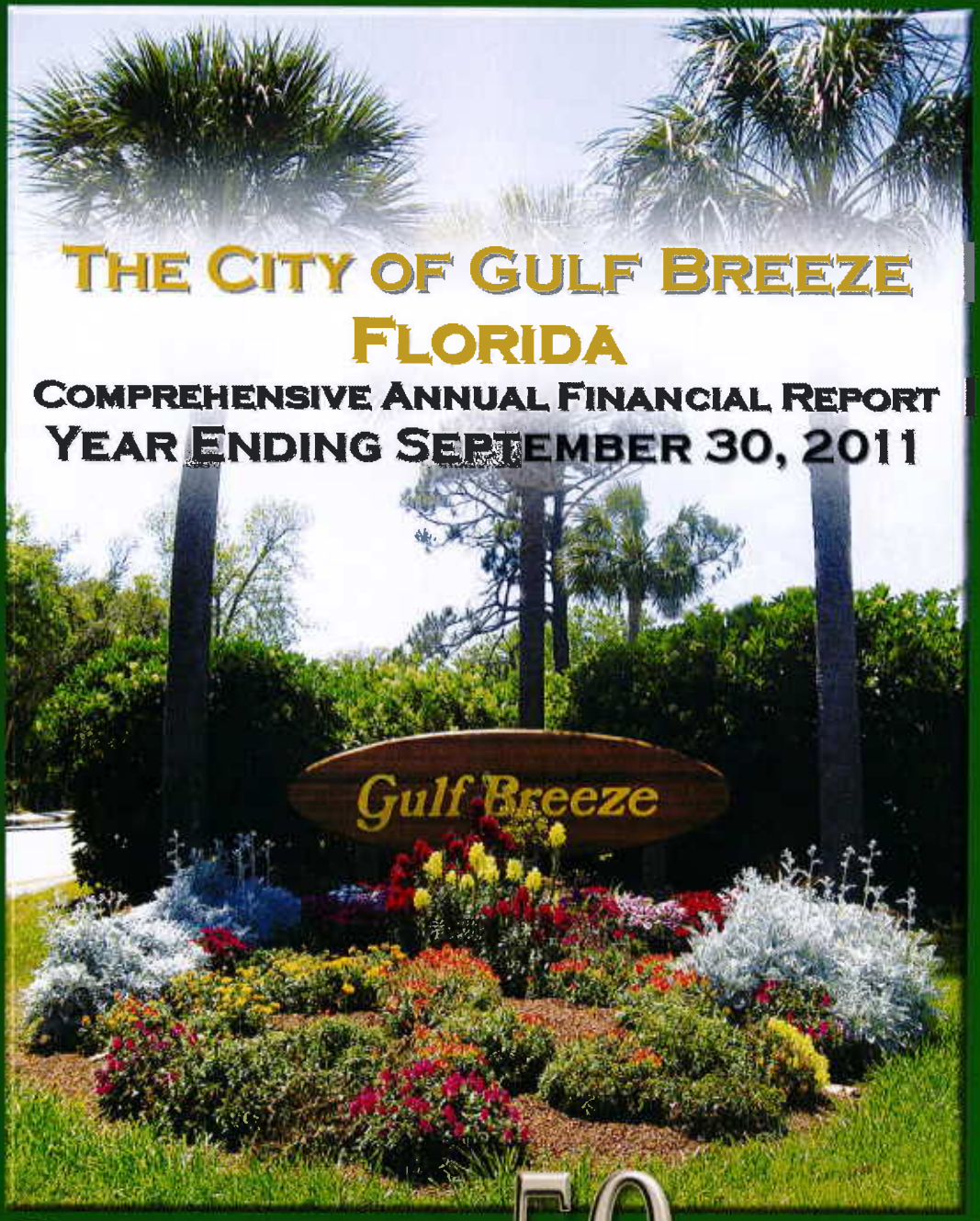
The FEMA audits were imposed on the City throughout December due to the State and Federal staffing cutbacks that took place in January, 2012. While these closeouts consumed staff time intended to complete the year end audit, the end result of the time invested has yielded approximately an additional $200,000 in reimbursement eligibility (expenses incurred in prior years that FEMA has now approved to reimburse).

This has further resulted in the delaying my ability to develop bids specs to replace the existing inadequate financial software resources.

I will provide you with a definitive schedule of report production and Warren Averett presentation to Council as soon as Kevin and I have arrived at one.

DRAFT COVER

The City of Gulf Breeze



THE CITY OF GULF BREEZE
FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT
YEAR ENDING SEPTEMBER 30, 2011

Celebrating 50 Years

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 RH

Ref: Special Event Application

Date: March 8, 2012

St. Ann's Catholic Church has submitted a special event application for their annual Palm Sunday Processional from Wayside Park to the Church. The event will be held on Sunday, April 01, 2012 from 2:00pm – 4:30pm. Approximately 100 people will participate in this event. On duty officers will assist with crossing intersections. No off duty or auxiliary officers will be necessary.

RECOMMENDATION: **That the City Council approve the application.**

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

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

Anthony Hoffman 3/6/2012

Applicant's Signature **Date**

City of Gulf Breeze
POLICE DEPARTMENT

PETER R. PAULDING
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.**

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • (850) 934-5121
FAX (850) 934-5127

(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.

Anthony Hoffis 3/6/2012

Applicant's Signature Date

3-8-12

Police Department's Approval Date

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

3/7/2012
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name St. An Catholic Church
Address 100 Daniel Drive

2. PERSON REQUESTING PERMIT:

Name Anthony Hofius
Address 2821 Safari Court
Phone (850) 288-0978

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

Name Anthony Hofius
Address 2821 Safari Court
Phone (850) 288-0978

4. DATE, HOURS AND LOCATION OF EVENT:

April 1st, 2:00pm - Approx 4:30pm
Start at Wayside park (GB side) and walk on side walk along North side of US 98 to St. An Catholic Church.

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: Processing and praying the Station of the Cross. Approx 100 people to 150 people. Vehicle is only used to get people to Wayside park so they don't have to walk back

Anthony Hofius 3/6/2012
Applicant's Signature/Date

3-8-12
Police Department's Approval/Date

City Manager's Approval/Date

To whom it may Concern:

I, the sponsor of the event, know that I will be responsible to all costs to the city because of public safety personnel. I assure you that we will conform to the necessary fire prevention rules, regulations and guidelines. I also assure you of the insurance coverage as shown by the attached document.

Our route starts at Wayside Park on the Gulf Breeze side. We walk on the side walk along the North side of US 98. We make several stops along the way to pray the parts of the Stations of the Cross. We leave the side of 98 at the parking lot next to the High School Stadium. There we cross over to St Ann's as shown on the attached map.

My most sincere apologize on the lateness of this form, and my grandest thanks on the willingness to work with me.

Thank you,

Anthony Hofius

Anthony Hofius

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	CONTACT NAME:
1-305-592-6080 Arthur J. Gallagher Risk Management Services, Inc. 8200 N.W. 41st Street Suite 200 Miami, FL 33166	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DIOCESE OF PENSACOLA ST. ANN PARISH 100 DANIEL STREET GULF BREEZE, FL 32561	INSURER A: UNDERWRITERS AT LLOYDS LONDON	15792
	INSURER B: LM INS CORP	33600
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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			PK1006810	04/01/11	04/01/12	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ Nil
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY			PK1006810	04/01/11	04/01/12	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			EW565N289881-011	04/01/11	04/01/12	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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	CANCELLATION
CITY OF GULF BREEZE MR. ROBERT RANDALL P.O. BOX 640 GULF BREEZE, FL 32562 USA	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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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
03/24/2011

NAME OF INSURED: DIOCESE OF PENSACOLA
ST. ANN PARISH

SUPP (10/00)

Google

Address **100 Daniel St**
Gulf Breeze, FL 32561

Get Google Maps on your phone
Text the word "GMAPS" to 466453

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 3/8/2012

Subject: Renewal of Maintenance Contract with Florida Department of Transportation

For several years, the City has contracted with FDOT for the maintenance (mowing, sweeping, edging and litter removal) of Gulf Breeze Parkway. The City is reimbursed per FDOT tables at the amount shown in the contract which will be $38,790 for the term July 2012 through June 2013. The actual cost of providing this work, which we do via contractors, exceeds the amount provided by FDOT. The reason is that the level of maintenance service the City provides exceeds FDOT demands.

In the past, FDOT has asked for a City Council Resolution approving the contract. The action requested this year is a simple execution of a renewal document.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE ATTACHED CONTRACT RENEWAL WITH FDOT FOR THE MAINTENANCE OF GULF BREEZE PARKWAY AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE RENEWAL.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

March 1, 2012

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

RE: Memorandum of Agreement with City of Gulf Breeze
Financial Project Identification Number: 42378217819; Contract Number AQA40

Dear Mr. Pulley:

The subject agreement will end June 30, 2012. Enclosed are four (4) original copies of Renewal No. 1 of the Memorandum of Agreement between the City of Gulf Breeze and the Florida Department of Transportation. If your city desires to continue this agreement with the Department, please execute and seal each copy and return all copies to this office along with the Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please return your executed agreements to our office by April 30, 2012. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.

We appreciate your assistance in preparation of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to call Thalon Hobbs, District Maintenance Contracts Administrator toll-free at 1-888-638-0250, extension 727 or via e-mail at thalon.hobbs@dot.myflorida.com.

Sincerely,

Thalon P. Hobbs

Thalon P. Hobbs
District Maintenance
Contracts Administrator

Enclosure

cc: Mr. Steve Hunt, Ms. Meshelle England, Ms. Dustie Moss

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AQA40 Renewal: (1st, 2nd, etc.) 1st

Financial Project No(s).: 42378217819

County(ies): Santa Rosa

This Agreement made and entered into this ____ day of July (This date to be entered by DOT only.), 2012, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Gulf Breeze hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 1st day of July 2011 (This date to be entered by DOT only) entered into an Agreement whereby the Department retained the Contractor to perform roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping and litter removal ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of July, 2012 and ending the 30th day of June, 2013 at a cost of $ 38,790.56 .

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Gulf Breeze
Name of Contractor

Contractor Name and Title

BY: Authorized Signature

(SEAL)
Name of Surety

City State

By: Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: District Secretary or Designee (Signature)

Title:

Legal:

Fiscal: Approval as to Availability of Funds

RESOLUTION 08-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AUTHORIZING THE CITY MANAGER TO ENTER INTO A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, many roadside areas and median strips abutting Department of Transportation rights-of-way areas must be maintained and attractively landscaped; and,

WHEREAS, the Mayor and City Council desire that the City of Gulf Breeze beautify and improve various rights-of-way areas within the City of Gulf Breeze by landscaping; and,

WHEREAS, the Mayor and City Council of the City of Gulf Breeze wish to authorize the City Manager to enter into a Maintenance Memorandum of Agreement between the City of Gulf Breeze and the Florida Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA IN REGULAR SESSION AS FOLLOWS:

SECTION 1: The City Council of the City of Gulf Breeze hereby authorize the City Manager to enter into a Maintenance Memorandum of Agreement for the period July, 2011 through June, 2012, between the City of Gulf Breeze and the State of Florida Department of Transportation.

SECTION 2: The City Clerk of the City of Gulf Breeze is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this 6th day of June, 2011

Beverly A. Zimmern
Mayor

ATTEST

Marita Rhodes
City Clerk

CITY OF GULF BREEZE FLORIDA 1961

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

March 9, 2012

TO: Mayor and City Council

FROM: Edwin A. Eddy, City Manager

SUBJ: **ORDINANCE NO. 01-12, CREATING SECTION 16-80 OF THE CODE RELATIVE TO PROHIBITED SIGNS**

Attached is a copy of Ordinance 01-12. The Council approved this Ordinance on First Reading on March 5. The purpose of this Ordinance is to cross reference Code Section 23-3 in Chapter 16 to make clear the City's prohibition of certain signs.

RECOMMENDATION:

That a Public Hearing be held on March 19, 2012 and Ordinance 01-12 be approved on Second Reading.

(850) 934-5100 • FAX (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

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:

No signs identified in Section 23-3 of this Code shall be permitted on any public property or in any public right of way in the City and it shall be unlawful for any person to install, erect, mount, post, etc. such a sign at such locations.

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 5th DAY OF March, 2012.

ADVERTISED ON THE ON THE 8th DAY OF March, 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

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: March 9, 2012

SUBJECT: ORDINANCE 02-12

Attached, please find a draft copy of Ordinance 02-12 relative to incorporating the Community Redevelopment Agency (CRA) Design Guidelines into the City's Land Development Code. The language in the ordinance takes the CRA Design Guidelines that were drafted by Littlejohn Engineering (formally Land Design Innovations) and puts them into code form.

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE ORDINANCE 02-12 ON FIRST READING ON MARCH 19, 2012 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON APRIL 2, 2012.**

CSC
Attachment

OFFICE: (850) 934- 5109 • FAX: (850) 934-5114
POST OFFICE BOX 640 • GULF BREEZE, FLORIDA 32562-0640
WWW.CITYOFGULFBREEZE.COM

ORDINANCE NO. 02-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO DEVELOPMENT STANDARDS AND REQUIREMENTS AND DESIGN GUIDELINES FOR USE IN THE COMMUNITY REDEVELOPMENT DISTRICT; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Gulf Breeze to prepare and enforce a comprehensive plan for the development of the City; and,

WHEREAS, Section 163.3202, Florida Statues, and Chapter *91-24,* Florida Administrative Code, provides that design and development standards based on the Comprehensive Plan be included in land development regulations; and,

WHEREAS, the City Council for the City of Gulf Breeze has the responsibility to provide specific design and development guidelines for all development and redevelopment within the City; and,

WHEREAS, Chapter 26 contains the regulations for any development within the Community Redevelopment Agency (CRA) district; and,

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

SECTION 1 – CHAPTER 26 is hereby replaced in its entirety and to read as follows:

CHAPTER 26
COMMUNITY REDEVELOPMENT AREA DESIGN STANDARDS

ARTICLE I. GENERAL.

Sec. 26-1. Purpose and Intent.

26-1.1. Purpose.

The purpose of these design standards established in this chapter is to:

1. Guide the development within the Community Redevelopment Area (CRA) as referenced in Chapter 14, Article IV of the City of Gulf Breeze Code of Ordinances , toward creating a cohesive urban pattern of buildings and streetscapes that balance the pedestrian and traffic needs of residents;
2. Encourage protection and buffering of residential uses and environmental resources from the impacts of non-residential development;

DRAFT

3. Maintain and improve the image and appearance of development by encouraging visually sensitive designs, which will result in quality development; and
4. Preserve health, safety and welfare by promoting and requiring structures that maintain a high residual value.

26-1.2. Intent.

The design standards in this chapter are intended to encourage design diversity and variation. Special attention has been placed on the creation of standards that ensure a quality, safe and functional urban environment. The integration of effective vehicular and pedestrian standards as well as pedestrian accessibility is of primary concern for new development and redevelopment. For more detailed explanation of the standards and graphic examples of recommended, acceptable, and prohibited scenarios refer to the "City of Gulf Breeze Community Redevelopment Agency and Central Business District Design Guidelines" (CRA Design Guidelines) adopted June 2006, as amended.

Sec. 26-2. Applicability.

A. The design standards contained in this chapter are applicable to all new development and redevelopment activities within the CRA, except for single-family residential structures, notwithstanding any provision of the Land Development Code (LDC) to the contrary, including sections 21-31 and 21-32 (non-conforming uses). Unless otherwise noted, where LDC provisions from other chapters conflict with the standards established in this chapter, the more restrictive standards of this chapter shall apply.

B. In the event the City makes a finding that the literal enforcement of the standards of this article would result in an unnecessary or undue hardship, the board of adjustment may grant a special exception or variances pursuant to Chapter 20, Division 5 of the LDC.

C. In the case of redevelopment, the standards set forth in this chapter shall apply if:

1. The building floor area is being increased by more than 30%;
2. More than 50% of the building area is being replaced; and/or,
3. The existing building is being redeveloped and the cost of redevelopment is greater than 50% of the assessed value of the building.
4. Section 26-11 shall apply in the case of replacement or repair of an existing sign when:

   a. A sign at an existing business is replaced, even when no changes or only minor changes are contemplated to the existing structure or structures on a site;

   b. A sign is deemed to be damaged to the point where repairs are equal to or more than 50% of the replacement value of the sign;

   c. Improvements or modifications to a sign are contemplated that are equal to or more

than 50% of the replacement value of the sign; and/or

d. A sign, the sign, the sign logo, reader board, or copy area of a sign is increased by 25% or more.

5. Section 26-11 shall apply in the installation of a new sign at an existing business.

D. Because the character of the land within the CRA differs from one location to another, this chapter establishes general standards that are applicable to the entire CRA District, as well as specific standards that apply to all land located within the Central Business District (CBD) and the Gulf Breeze Parkway (US 98) District, as identified in the CRA Design Guidelines.

Sec. 26-3. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Alley means a permanent service-way providing a secondary means of public access to abutting property and not intended for general traffic circulation.

Arcade means a series of arches supported by columns or pillars, a covered passageway, or recessed galleries with columns or piers open to the street.

Arcade Hanging Sign means a sign attached to the underside of a canopy, awning, lintel, arch, or other overhead spanning member of a porch or walkway, and which is hung either perpendicular or parallel to the building façade, but not intended to be read from the street.

Architectural Style

Italianate means a style characterized by a rectangular shape, gently sloping roofs, tall, rounded windows, columned entryways, square towers or cupolas, and low-pitched or flat roofs, frequently hipped..

Mediterranean means a style characterized by asymmetrical facades, arched openings, masonry or stucco/textured walls, corner towers, balconies, and, gabled, hipped, shed, or combination roofs.

Neo-classical means a style characterized by symmetry in building form and windows, rounded entryways, columns, and elaborate doorways with decorative surrounds and pediments, cupolas, and side-gabled or hipped, medium pitched roofs.

Awning means a sheltering screen, usually of canvas fabric, supported and stiffened by a rigid frame, extending over or before any place which has windows, doors, outside walks or the like, and providing shelter or protection against the weather.

Block Face means that portion of a block that abuts an individual street.

Block Layout means the arrangement of lots and alleys contained within a city block.

Building Site means any group of one or more lot(s) or parcel(s) occupied or intended for development as a unit, whether or not as part of a larger *Development Site*.

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Commercial/Main Street Building means the type of building typically found along main street settings. Commercial/Main Street buildings are normally organized into distinct sections or zones, commonly containing one or two parts.

a. One-part (generally a one-story building) formed by a storefront and a cornice topped by a parapet. Large show windows are generally placed within this framework to display merchandise and light the interior. The wall area between the windows and the cornice provide a place for advertising and made the façade appear taller.

b. Two-part (generally a multi-story building) organized into upper and lower zones. The design of the lower zone is essentially the same as the one part façade. The building contains different uses in each zone. The lower zone generally houses public spaces (mentioned above), while the upper zone often provides space for private uses, such as apartments, offices, hotel rooms, and meeting halls.

Development Project means any commercial project that involves the following: 1) a new use of vacant property, or 2) new construction, rehabilitation, or remodeling of any existing building or any ancillary building. However, projects involving an interior modification to an existing building are specifically excluded as a *Development Project*.

Development Site means the property under consideration for a development, which may contain one or more Building Sites and shall be under single ownership at the time of application. Should the *Development Site* contain more than one *Building Site*, any applicable Development Site setback requirements shall be established from the *Development Site* perimeter.

Facade, primary means the side of the building facing the *Primary Lot Frontage*.

Facade, secondary means the side of the building facing the *Secondary Lot Frontage*.

Landscaping means all areas of the site that consist of, but are not be limited to, grass, ground covers, shrubs, vines, hedges, trees, berms, and architectural landscape features and material.

Lot, Corner means a lot whose lines are adjacent to two or more streets from their point of intersection.

Lot Depth, mean means the mean distance from the front street line of the lot to its opposite rear line, measured in the mean general direction of the side lines of the lot.

Lot Frontage means the linear distance measured along the narrow dimension of a lot adjoining a street right-of-way.

Lot Frontage, Primary means that side of the lot abutting a street along the narrow dimension of the lot.

Lot Frontage, Secondary means that side of the lot abutting a street which is not the primary frontage.

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Lot, Interior means a lot other than a corner lot.

Lot Line (or Property Line) means any legal boundary of a lot. Where applicable, the lot line may coincide with the right-of-way line.

Massing means the width, volume and proportions of a building and its parts.

Pedestrian Alleyways means corridors or courtyards used primarily for the purpose of providing a pedestrian connection between the public sidewalks and the parking areas located behind the businesses.

Plaza means corridors or courtyards used primarily for the purpose of providing a pedestrian connection between the public sidewalks and the parking areas located behind the businesses.

Right-of-Way means the strip of land owned or controlled by the City or another governmental agency over which the public has a right of passage, including the streets, parkways, medians, sidewalks, and driveways constructed thereon. For the purpose of this chapter "right-of-way" excludes alleys.

Storefronts means the type of façade a commercial-style building would have at the street level. Storefronts emphasize transparency and normally include large display windows with framing; a recessed entrance; a cornice or a horizontal sign panel at the top of the storefront to separate it from the upper façade; and low bulkheads at the base to protect the windows and define the entrance.

Street wall means a low, solid or semi-solid wall that provides a defined urban edge along an alley or street.

Transparent material means a material that admits light without appreciable diffusion or distortion, so that objects beyond are entirely visible. Examples include: clear glass and Plexiglas.

Translucent material means a material that admits diffused light, so that objects beyond cannot be clearly distinguished. Examples include: tinted glass, smoked glass, and glass block.

ARTICLE II. CRA DISTRICT STANDARDS

Sec. 26-4. Applicability.

The standards in this article are applicable to the entire CRA District to address site design, building orientation, scale, and massing, with the intent to create an aesthetically cohesive character and provide for efficient vehicular and pedestrian circulation patterns throughout the entire district.

Sec. 26-5. Block Layout.

A. When developing large parcels, applicants shall create streets and/or a vehicular driveway pattern that connects to the surrounding streets and parcels in the vicinity, or allows for future connections.

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B. New development, except for civic and institutional uses, shall not be allowed to vacate existing rights-of-way to form mega/super blocks, unless street/vehicular drives are developed consistent with Paragraph A, above.

C. Redevelopment of properties/blocks where rights-of-way were previously vacated shall be required to establish a new network of streets as well as alleys, if appropriate, consistent with Paragraph A, above.

Sec. 26-6. Building Placement and Orientation.

A. Building facades shall be oriented toward the right-of-way, which, for the purpose of this chapter, includes a public street or an entrance boulevard to a private development. If there is more than one right-of-way, such as occurs on a corner or double frontage lot, every facade that faces a public right-of-way shall have architectural detail and appearance consistent with the primary facade.

B. The minimum front yard and side-corner setback for buildings shall be zero feet.

C. Side yard setbacks shall be a minimum of zero feet, if the adjacent property also has a zero-foot setback, and a maximum of ten feet. In the event the side yard setback is more than ten feet, due to the location of the parking area, the building frontage shall occupy a minimum of 50% of the lot frontage and a street wall shall be installed between the building and the side property line.

D. Parking garages located adjacent to any rights-of-way must provide a primary façade or liner buildings) facing the rights-of-way.

E. Large anchor stores may be located in the rear of a development site only if additional buildings are located along the street frontage meeting the required setbacks and standards of this section. These additional smaller buildings, which may be located within outparcels, shall be designed to frame the street, enclose parking lots, and create entrance boulevards.

Sec. 26-7. Architectural Styles.

A. New buildings or redevelopment of buildings in the CRA must be built using Italianate, Neo-Classical, or Mediterranean architectural styles. The elements that comprise a building, including the building form, scale, fenestration, materials, and color, must be consistent with the style selected.

B. Architectural style and details for accessory buildings or structures (i.e., storage buildings, canopies for gasoline pumps) shall match the style of the predominant building.

C. If a developer/owner submits a design for a building that has an architectural style not listed in Paragraph A, above, the architecture review board shall review the compatibility of the proposed building for consistency with the required styles and adjacent architecture on a case-by case basis. The City may allow use of an alternate architectural style if:

1. Use of one of the required architectural styles listed above would be inconsistent or

incompatible with the architecture in adjacent buildings; and,

2. Use of one of the required architectural styles listed above would be detrimental to the economic development of the City and the CRA..

Sec. 26-8. Building Form, Materials, and Color.

The elements of a new or redeveloped building located in the CRA shall meet the standards set forth in this section; provided, however, that the creative design of a building and/or creative use of building elements prohibited herein may be submitted to the City for review and approval by the architectural review board on a case-by-case basis.

26-8.1. Building Facades.

A. Primary facades shall be enhanced by the use of vertical and horizontal elements. Long, windowless, uninterrupted walls shall not be permitted. Therefore, facades shall not exceed 20 horizontal feet, and ten vertical feet, without including a minimum of three of the following elements:

1. A change in plane, such as an offset, reveal, or projecting rib with a depth of no less than six inches. Architectural details such as columns, arches, and niches are examples of acceptable variation.
2. Awnings
3. Arcades
4. Changes in compatible colors, materials, and/or texture
5. Doors
6. Windows, storefront windows, or display cases

B. The ground floor of the primary façade shall have at least two of the following elements for at least 60% of the width of the facade:

1. Public entrances
2. Arcades
3. Windows/display windows
4. Awnings
5. Landscaping

C. Secondary building facades shall provide at least two of the design elements required for primary facades, which shall be consistent with the primary facade.

D. Facades shall not exceed a height-to-width ratio of 1:3 without including at least one of the following elements, in addition to three of the above requirements:

1. A change in plane, such as an offset, reveal or projecting rib. Such plane projections

or recesses shall have a width of no less than three feet, and a depth of at least six inches.

2. Architecturally prominent public entrance.

3. Tower or vertical mass, extending above the roof line of the rest of the building.

E. All exterior facades of outparcel buildings shall be considered either primary facades or secondary façades and shall employ all architectural elements as required by paragraphs A-D, above.

F. Buildings on corner lots shall include at least one of the following embellishments: cornice details, arches, peaked roof forms, corner towers, clocks, bells, or similar design features at the corner (hardscape design elements, such as pedestrian plazas with artwork or fountains, may substitute for building embellishments on corner lots).

G. Drive-through windows shall not be placed facing a right-of-way. On lots with frontage on two streets, the drive-through window may be placed facing the secondary street provided that it is screened from the public right-of-way with landscaping. The window and canopy design shall match the overall design of the principal building.

26-8.2. Building Entrances.

A. Primary Building Facades.

Each primary building facade shall have one or more clearly defined, highly visible customer entrance(s) featuring no less than three of the following:

1. Canopies or porticos
2. Overhangs
3. Variations in building height
4. Recesses/projections (minimum three feet in depth)
5. Raised corniced parapets over the door
6. Peaked roof forms
7. Arches/Arcades
8. Columns
9. Outdoor patios
10. Architectural details such as tile work and moldings, which are integrated into the building structure and design
11. Integral planters or wing walls that incorporate landscaped areas and/ or places for sitting
12. Ornamental and structural architectural details other than cornices over or on the

sides of the door

13. Other treatment meeting the intent of this section

B. Primary Entrances to Multi-Tenant Centers.

1. The primary entrances to a multi-tenant center, and the entrances to anchor stores within such a center, shall be highlighted with tower elements, special building materials, and/ or architectural details.

2. Where two major streets intersect, primary entrances shall be provided from both streets. One corner entrance will be a permitted as an exception to this requirement.

C. Secondary Entrances.

Architectural embellishments, awnings, arcades, porches, porticos, landscaping or signs should be used to mark secondary entrances.

26-8.3. Fenestration.

A. Glass shall be transparent, without color, except for appropriate stained or art glass. The use of darkly tinted or reflective glass on windows or doors is prohibited. Reflective glass will be defined as having a visible light reflectance rating of 15% or greater. Darkly tinted glass windows include glass with a visible light transmittance (VLT) rating of 30% or less. All plans submitted to the City shall include the glass manufacturer's VLR and VLT ratings for evaluation. Glass block is not considered transparent and is not permitted in store front windows.

B. Windows shall be recessed a minimum of one-half inch and shall include visually prominent sills, shutters, stucco reliefs, or other such forms of framing.

C. Walls that are predominantly mirrored glass or glass curtain walls are prohibited.

D. Arcades on commercial building facades along US 98/Emerald Coast Parkway shall have a minimum depth of six feet.

E. Awnings, canopies, and arcades are allowed to project into the building setback, but not into the right-of-way.

F. The minimum vertical clearance of awnings and arcades shall be eight feet from the lowest point to the sidewalk

G. Awnings should be made of fabric. High-gloss fabrics, or fabrics that resemble plastic, are not permitted.

H. Backlit awnings used as mansard or canopy roofs are prohibited.

I. The highest point of a first floor awning on a multi-story building shall not be higher than the midpoint between the top of the first story window and the bottom of the second-story window sill.

26-8.4. Roofs.

A. Buildings shall have a rooftop consisting of (but not limited to): cornice treatments, roof overhangs with brackets, steeped parapets, richly textured materials, and/or differently colored materials.

B. Color bands are not acceptable as the only roof treatment. Bands of color that are typically used for marketing are not allowed.

C. Cornices are encouraged and should not exceed 24 inches in width.

D. Mansard roofs are prohibited.

E. Flat roofs shall be hidden from public view by a parapet of no less than three feet in height.

F. Roofs shall have no less than two of the following features:

1. Parapets concealing a flat roof and rooftop equipment. The average height of such parapet shall not exceed 15% of the height of the supporting wall. The highest point of the parapet shall not at any point exceed 30% of the height of the supporting wall.

2. A three-dimensional cornice treatment, a minimum of 12 inches in height and having a minimum of three vertical changes in plane, with a variety of thickness in relief ranging from the greatest at the top to the least at the bottom.

3. Overhanging eaves, extending no less than three feet past the supporting walls.

4. Sloping roofs that do not exceed the average height of the supporting walls, with an average slope greater than or equal to one foot of vertical rise for every three feet of horizontal run and less than or equal to one foot of vertical rise for every one foot of horizontal run

5. Three or more roof planes per primary facade.

26-8.5. Building Material.

A. Cedar shakes, metal or steel walls, unfinished block, textured plywood, plastic siding; corrugated or reflective metal panels, and smooth or rib-faced concrete block are prohibited materials.

B. Encouraged exterior building materials include stucco over masonry, brick, stone, and concrete masonry units. Masonry unit exteriors shall be textured and tinted and shall not create a smooth monotonous wall.

C. Encouraged materials for sloping roofs include standing seam metal, terracotta tiles, and architectural dimensional asphalt shingles.

D. Whenever trellises are used, the support columns shall be brick or stone in keeping with the architectural character of the building.

26-8.6. Building Color.

A. Colors that are garish, gaudy, loud, excessive, or otherwise constitute a glaring and invasive contrast to surrounding buildings, shall be prohibited. Black, as the predominant exterior

building color, and similar monochromatic (all one paint color) schemes are prohibited.

B. Building colors shall be selected based on the architectural style of the building and compatibility with the colors of adjacent buildings. The architectural styles required by this chapter are characterized by earth based pigments and natural stone colors. Shutters and window sashes are usually painted dark colors, primarily green or black.

C. Building, trim and detail colors must be complementary.

D. Paint colors shall be selected from the shades recommended by the National Trust for Historic Preservation.

E. No more than three different colors or color shades (one primary/body color and no more than two accent/trim colors) should typically be used on a single building.

Sec. 26-9. Civic and Institutional Buildings.

A. Civic and institutional buildings shall not be located within storefronts, shopping centers or malls, without special exception review and approval by the board of adjustment, and shall be designed in a way that stands out from adjacent developments, rather than blending in.

B. The setbacks for civic and institutional buildings may be modified to accommodate public gathering space in front of the buildings.

Sec. 26-10. Access, Circulation and Parking.

26-10.1 Access.

A. The use of shared access driveways is required between adjacent sites. Joint access easements will be required between property owners.

B. Adjacent parking lots shall be connected to consolidate parking and allow for future shared parking arrangements.

C. When it is feasible to provide vehicular access to a commercial site from a secondary street, service street or frontage road, without negatively impacting single-family residential uses, it shall be required.

26-10.2. Pedestrian Circulation.

A. Sidewalks.

1. A minimum six-foot wide sidewalk shall be required along all public rights-of- way adjacent to a development site.

2. Sidewalks located internally within private developments shall be a minimum four feet wide; however, five feet wide sidewalks are encouraged.

3. All sidewalks shall be constructed of concrete, concrete pavers, bricks, or a combination (i.e., concrete sidewalk with concrete paver or brick edging and/or expansion joints) and shall meet City specifications.

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4. Internal sidewalks that cross vehicular driveways shall be slightly raised at a different grade than the driveway, incorporated into a speed hump.

5. Sidewalks shall be provided to connect the primary building entrance to public streets, external sidewalks, and outparcels. Whenever feasible, these sidewalks shall be covered or semi-covered (i.e. trellis, canopy, vines).

6. Internal sidewalks shall be provided every 200 feet, at a maximum, to connect rear parking lots to public sidewalks.

7. Covered visitor drop-off areas shall be provided at entrances to institutional and civic buildings.

B. Crosswalks.

1. All street crossings will have six-foot crosswalks of patterned, textured concrete, design and color as specified by the CRA Design Guidelines, edged with transverse white reflective lines.

2. A custom Oak Medallion (stamped asphalt), as specified in the CRA Design Guidelines shall be placed on the pavement in the center of key intersections, other than US 98, as funding allows.

26-10.3. Vehicular Circulation and Parking.

A. Parking Areas.

1. Parking areas shall be located to the rear or side of the primary building face . Parking areas located to the side of a building shall not extend more than 50% of the lot width and a street wall shall be constructed that visually extends the building frontage.

2. Where a commercial use abuts a residential zoning district, the parking area shall not be located within the required building setback abutting the residential area.

3. Parking areas shall be placed and designed to avoid conflicts between vehicular and pedestrian activities to the maximum extent possible.

4. As an incentive to reduce impervious paving and encourage landscaping, the required parking space length in commercial developments may be reduced by two feet if abutting a landscape area. Wheel stops or curbs shall be required to prevent encroachment into the required planting area.

5. Large parking lots shall be visually and functionally segmented into smaller lots with landscaped areas (i.e., landscape strips and/or islands meeting the requirements of Section 26-13).

a. No single parking area shall exceed 120 spaces without a landscaped strip that includes a sidewalk connected to the commercial building(s). The width of the landscaped strip shall vary depending on whether vehicles are allowed

a two-foot overhang and/or whether a sidewalk is included in the landscaped strip.

b. A continuous landscaped strip shall be provided every other double row of parking and shall extend for the entire length of the row. The width of the landscaped strip shall vary depending on whether vehicles are allowed a two-foot overhang and/or whether a sidewalk is included in the landscaped strip.

6. Parked cars shall be screened from public rights-of-way.

7. Consolidated/shared parking with outparcels is encouraged to reduce the amount of asphalt.

8. Where a mix of uses creates staggered peak periods of parking demand, shared parking may be utilized to reduce the total amount of required parking. The applicant shall demonstrate that the parking supplied will be adequate to meet the needs of the various uses on the site.

B. Drive-through Facilities.

1. A pass-through lane shall be required for all drive-through facilities.

2. The pass-through lane shall be constructed adjacent to the stacking lane(s) in order to provide a way out of, or around, the stacking lane(s).

C. Transit, Pedestrian and Bicycle Facilities.

1. Mixed-use, large-scale developments and shopping centers shall incorporate bicycle parking/storage in their design.

2. Large-scale retail developments (one or more retail tenants providing 50,000 gross square feet or more) located on an existing transit route shall provide on-site accommodations for public transit access, including a bus pullout and shelter. If located on a possible future transit route, the development shall reserve an area of sufficient size to provide these accommodations in the future.

Sec. 26-11. Fences/Walls.

26-11.1. In General.

A. Fences and walls between commercial uses are discouraged, unless they are necessary to screen a service area from public view.

B Large fenced areas such as garden centers and home improvement supply yards visible from the public right-of-way shall be screened with vinyl-coated chain link or other decorative fencing material. The area shall be landscaped and designed to be compatible with the design of the building facade.

26-11.2. Fence/Wall Height.

A. Screen walls shall not exceed six feet in height measured from the lowest grade at the base.

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B. Street walls shall be a minimum of three feet and a maximum of five feet in height measured from the lowest grade at the base. Walls greater than three feet in height shall be no more than 50% solid.

26-11.3. Fence/Wall Design and Materials.

A. Chain link fences shall not be permitted within the CRA, except as noted specifically in this section.

B. Screen walls and street walls shall be constructed using brick with a limestone (real or dry-cast) or stucco cap. All street walls shall be finished on both sides of the wall. Street walls may also be made of metal fencing between brick piers as long as ornamental vines are planted at 30 feet on-center. The vines shall be a three gallon minimum at planting.

C. Corner and gate columns must include a cap piece, which may extend up to 12 inches above the allowable wall/fence height.

D. Cast stone medallion accents are encouraged for brick piers, particularly at entrances and corners. A cast stone frieze may also be used to accent a brick street wall. The design of the medallion and frieze shall be consistent with the style of the building.

E. Living walls of plant material shall screen electric transformers, back flow preventers, air conditioning units, and other unsightly utilities, to the extent that the operation and maintenance of these items are not jeopardized.

F. Where slopes for a stormwater management pond are such that fencing is required, only ornamental metal fences shall be allowed. Landscaping shall be required that meets the standards established for parking lot perimeter landscaped areas (see Section 24-?.

Sec. 26-12. Pedestrian Amenities.

At least one pedestrian amenity, such as public art, decorative fountains, gazebos or trellises, outdoor seating area, play area for children, or courtyard shall be provided for every 45,000 gross square feet of development.

Sec. 26-13. Landscaping and Buffering.

A. Existing native trees shall be maintained to the extent possible and protected during construction.

B. Where landscape strips are located between the public sidewalk and travel lanes a minimum of one-third of the strip shall be sodded with turf grass, another one-third with a vegetative ground cover other than sod turf/grass, and the rest with shrubs.

1. Sod/turf grass shall be installed in solid, staggered panels. Solid coverage of grass areas shall be required at the time of planting.

2. Living groundcover shall be installed at a spacing so as to achieve solid cover within one year of planting under normal conditions.

3. Ornamental shrubs shall be a three-gallon to five-gallon minimum, depending on the species.

C. A shade tree planted every 40 feet on center or a canopy tree planted every 20 feet on center, depending on the location of overhead utility lines, is required in the landscape strip.

D. Evergreen shrubs used for screening utilities (AC units, transformers, etc.) within the site shall be five-gallon size, with a four-foot height minimum at planting. The number of shrubs placed along a buffer shall equal one-third of the buffer frontage in feet.

E. Drive-through lanes shall be screened from the right-of-way as follows:

1. Shrubs at least 30 inches in height at the time of installation shall be planted 36 inches or less on center.

2. Within one year of initial installation, shrubs shall have attained a minimum height of four feet to provide an opaque vegetative screen between the street and the drive-through. The shrubs must be maintained at that height and shall continue for the entire length of the drive-through cueing or stacking area. In lieu of a vegetative screen, the use of vegetated berms, with appropriate landscape materials, may be used in a manner that results in the visual separation of street right-of-way and the drive-through.

Sec. 26-14. Irrigation.

A. All landscape and grassed areas shall be irrigated by an automatic, underground irrigation system. Heads for grass areas shall be on a separate zone from landscape beds.

B. All plant containers will be irrigated by drip tubes on zones of the irrigation systems that are dedicated to drip lines.

C. All irrigation systems shall meet the State of Florida rain sensor requirements.

Sec. 26-15. Decorative Street Lighting.

A. General

1. The City shall provide specifications for the design, installation, and technical specifications for the decorative street lighting system for the CRA.

2. All decorative street lights shall be placed within landscape strips.

3. If bollards are desired in addition to streetlamps, they shall be lighted bollards that match the streetlamp poles.

4. Alternating street lights shall feature twin banner arms.

B. Two- to Three-Lane Streets.

1. Decorative street lamps are to line both sides of the street at a spacing to achieve the City's lighting specifications.

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2. Every other light will feature twin-hanging baskets planted with seasonal color and vines alternating with banners. Drip tube for irrigating the baskets will be routed through the pole and planter arms.

C. Four- to Six-Lane Streets.

1. Decorative street lamps are to line both sides of the street at a spacing to achieve the City's lighting specifications.

2. Double head streetlights that meet the City's specifications may be placed in a landscaped median.

Sec. 26-16. Underground Utilities, Mechanical Equipment, Outdoor Storage.

A. Utilities shall be placed underground to reduce damage and danger during strong storms. Underground utilities also improve the overall aesthetics of the streetscape.

B. Loading areas or docks, outdoor storage, waste disposal, mechanical equipment, satellite dishes, truck parking, and other service support equipment shall be located behind the building line and shall be fully screened from the view of adjacent properties.

C. Areas for outdoor storage, trash collection, and loading shall be incorporated into the primary building design and construction for these areas shall be of materials of comparable quality and appearance as that of the primary building. To the extent possible, areas for outdoor storage, trash collection, and loading shall not be located adjacent to residential areas. However, if necessary to locate adjacent to residential lots, they shall include a visual and solid acoustic buffer. When the loading and/or refuse collection area is adjacent to a residential district, deliveries and collections shall not occur between 10:00 pm and 7:00 am. To the extent possible, commercial vehicular idling shall not be allowed in areas adjacent to residential lots. Signage shall be installed prohibiting vehicular idling in areas adjacent to residential lots.

D. Shopping cart storage shall be located inside the building or shall be screened by a four-foot high wall consistent with the building architecture and materials.

Sec. 26-17. Stormwater Management Ponds.

A. Stormwater areas shall be designed as amenities if visible from the public right-of-way.

B. Native landscaping is required to soften the visual appearance of the ponds edges. No exotic invasive plants are permitted.

C. The pond edges should be sloped so as to avoid the necessity of fencing. Where slopes require fencing, only ornamental metal fencing will be allowed.

D. To reduce the size of stormwater ponds that are not designed as amenities, porous concrete, underground storage and exfiltration are encouraged for paved areas.

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Sec. 26-18. Signs.

26-18.1. Monument Signs.

A. The only type of freestanding sign to be allowed is a monument sign.

B. Monument signs shall only be allowed if the building is setback more than 15 feet from the front property line. Where allowed, the signs shall identify the business (where there is only one business on the site) or the complex (multi-tenant development).

C. Monument signs may be displayed only if they pertain exclusively to the business carried on within the building or on the premises of the business which designates a business area or section.

D. All components of the sign shall be architecturally compatible with the style, composition, materials, color and level of detail of the principal structure.

E. Monument signs shall be limited to eight feet in height.

F. Monument signs shall have 60 percent or more of the base in contact with the ground.

G. Each individual business establishment shall have no more than 50 square feet of total sign area (100 square feet including both sides of sign), with an additional 25 square feet (50 square feet including both sides) for use by that business for a sign of the readerboard type. If a readerboard is utilized, the readerboard sign shall be a part of and shall be incorporated within the same assembly as the principal sign. If the readerboard sign is placed parallel or at an angle of not more than 45 degrees to the street, a maximum of two signs, each of not more than 25 square feet, may be utilized as readerboard signs, and the reverse side facing the business shall be blank.

H. Each unified group of stores may have one monument sign of an area equal to ten square feet per 20 linear feet of building frontage up to a maximum sign area of 200 square feet (400 square feet including both sides).

26-18.2. Application of Chapter 23.

The provisions of Chapter 23 of the Land Development Code apply to all signs within the CRA: provided, however, in the event of conflict between the provisions of this Article and those set forth in Chapter 23, the provisions of this Article shall control and be adhered to.

Sec. 26-19. Reserved.

ARTICLE III. CENTRAL BUSINESS DISTRICT (CBD) STANDARDS.

Sec. 26-20. General.

26-20.1. Intent.

The aesthetic character for the CBD is that of a continuous building facade along the right-of-way

that identifies this area as the City's center of commerce and activity. In the CBD, visitors are anticipated to park in convenient locations and walk from one establishment to another, therefore the focus in the CBD District is to accommodate pedestrians.

26-20.2. Applicability.

The design standards in this article are applicable to all development and redevelopment, except for single-family residential dwellings, within the Central Business District (CBD). The CBD District standards shall be applied in addition to the standards contained in Article II, CRA District Standards and, if located abutting US 98, the standards contained in Article IV, Gulf Coast Parkway (US 98) district. Whenever there is a conflict between Article II or Article IV and this article, the most restrictive shall apply.

Sec. 26-21. Building Placement.

A. New buildings in the CBD District shall be located a minimum two and one half feet (2.5') from the front and side corner property lines. Major renovations and redevelopment of existing projects shall be required to meet this standard to the maximum extent feasible.

B. Any building set back 20 feet or more from the front and side property lines, for up to 50% of the building frontage, shall provide urban landscaped sidewalks and/or pedestrian courtyards, plazas, cafes, fountains, or other public gathering places within that setback.

C. A street wall shall be required along those portions of the street frontage where the building is recessed or there is no building, except for openings for pedestrian and vehicular entrances. A street wall shall not be required along the recessed part of a building that has at least 70% of the front building wall meeting the required maximum setback

D. Minimum side yard setbacks for development in the CBD District shall be zero feet, except:

   1. If the adjacent development has a side yard setback of five feet or less, the proposed development shall allow for a ten-foot separation between buildings.

   2. If the adjacent development was built to the side property line, the development on the proposed development site shall also be built to the property line.

E. In no event shall the side setbacks (both sides of the site combined) exceed 50 percent of the street frontage. The area between the building and the side property line shall include a street wall to ensure facade continuity.

Sec. 26-22. Facade Continuity.

A. The number of gaps between buildings along the block face shall be limited. Street walls are required in the CBD to maintain this continuity (see Section 26-11).

B. When a gap occurs between two buildings, the following alternatives shall be considered to avoid breaking the facade continuity:

   1. Pedestrian passageways/courtyards maybe provided to connect the street front and

the rear parking areas, especially throughout the center of a large block.

2. A street wall or low decorative façade connecting the two buildings may be provided along the entire portion of the street frontage not devoted to pedestrian or vehicular access. The street wall shall meet the design requirements as stated in Article II of this Chapter.

3. When vehicular access is necessary to provide access to side or rear parking, a gateway, arch or similar feature may be provided. The width of the driveway shall not exceed 24 feet.

4. Lots that have been vacant for a period of more than six months and are located between development sites that meet the standards of this article shall install a street wall or hedge along the property line/public sidewalk.

Sec. 26-23. Outparcels/Drive-Through Facilities.

A. Outparcels are not appropriate within the CBD, unless the sites are designed to comply with the standards of this Chapter.

B. Drive-through facilities are discouraged in the CBD, unless they can be accommodated within the parameters of the CBD urban form. The lanes and windows must be screened entirely from the public right-of-way.

Sec. 26-24. Parking.

26-24.1. Shared/joint Parking Facilities.

Shared/joint parking facilities are encouraged within the CBD. New development or redevelopment projects shall be required to design a vehicular circulation plan that will allow for immediate or future linkage between adjacent properties' parking lots, when feasible. The owners/developers of the new development/redevelopment project shall contact the adjacent property owners and try to negotiate an agreement for shared/joint parking facilities.

26-24.2. Use of Public Parking Facilities.

Use of public parking lots within 200 feet from a development site, and on-street parking spaces adjacent to the site, may be acceptable to meet parking space requirements. The owner/developer would be required to enter into an agreement with the City to use public parking spaces.

26-24.3. Parking Lot Landscaping.

Each landscape island within a parking lot shall contain at least one canopy tree or two understory trees (four inch caliper minimum each at planting). Landscape islands adjacent to a head-to- head parking row will contain at least two canopy trees or four understory trees (four inch caliper minimum each at planting). These trees may be planted in clusters or spaced in formal rows. A palette of approved trees is included in the appendix of the CRA Design Guidelines.

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Sec. 26-25. Building Perimeter Planting.

A. There shall be a perimeter landscape strip between the public sidewalk and the building. This area shall be landscaped with accent shrubs, ground covers, vines and seasonal color. This area may be paved if containers and/ or planter boxes are used to accent the windows and doors.

B. All plant containers and the landscape strips shall be irrigated with drip tubes on irrigation zones dedicated to drip systems.

Sec. 26-26. Right-of-Way Design.

26-26.1. Intent and Applicability.

A. Intent. The intent of the standards in this section is to provide private developers a framework in which to provide formal, on-street parking (parallel or angled) within the right-of-way of two-lane streets located within the CBD District, which accomplishes three purposes:

1. Vehicular traffic is slowed down so that is safer for pedestrians and parking maneuvers;
2. Convenient parking is available close to buildings; and
3. Provides a better design alternative to the typical surface parking lots that can be unsightly from the street.

B. Applicability. The standards in this section shall apply to all streets located within the CBD except for Gulf Breeze Parkway/US 98 (See Article IV of this chapter). The City shall coordinate with the developer during the development review process to decide whether, and what type of, on-street parking facilities, as described below, are required.

26-26.2. On-Street Parking Requirements.

A. Parallel and angled parking spaces shall meet the dimensions specified in Section 24-39(10). Landscape islands ("bump outs") as wide as the parking area will be required at the end of each parking row and at street intersections.

B. Construction of a two-foot wide, Type "F" curb and gutter section is required.

C. A minimum six-foot to maximum eight-foot wide sidewalk shall be constructed adjacent to the parking spaces comprised of materials and of a construction that meet the City's specifications.

D. A minimum five-foot to maximum ten-foot wide landscape strip separating the sidewalk from the building or street wall is required.

E. A shade tree planted every 40 feet on center or a canopy tree planted every 20 feet on center, depending on the location of overhead utility lines, is required in the landscape strip.

Sec. 26-27. Streetscape Furnishings.

A. Developers within the CBD District are encouraged, and may be required, to provide certain streetscape furnishings as described in this subsection, within the public right-of-way in front of the development site. The location of these furnishings requires coordination with and approval from the City and the FDOT if applicable. The CRA Design Guidelines includes vendors and required streetscape furnishings' styles. A. Sculptures and decorative fountains, if proposed in common areas within the CBD, shall be selected to complement the approved architectural styles.

B. Newspaper stands, if any are proposed within the development or within the public right-of-way, shall be grouped together in a custom made black metal enclosure in keeping with the Italianate and Neo-classical st approved architectural styles.

C. Information kiosks, if used within the development or the public right-of-way, shall be designed to coordinate with the newspaper stands.

D. A water fountain and a bike rack shall be installed within the landscape strip adjacent to the sidewalk, spaced every 1,000 feet minimum along local interior streets.

1. An additional water fountain/bike rack combination shall be installed at each public open space or plaza if not within 50 feet of the one on the public right-of- way.

2. Bike racks shall be constructed of black metal and shall be set perpendicular to the street so that parked bicycles do not impede pedestrian circulation.

E. Waste receptacles grouped with plant containers shall be installed at each street intersection on opposite corners.

1. Additional waste receptacles shall be spaced every 600 feet at a maximum.

2. All waste receptacles shall be grouped with one or two plant containers of staggered heights.

3. Each plant container shall be planted with a feature plant of colorful foliage or flowers. The remainder of the container shall be planted with seasonal color to be replanted three times per year.

4. All plant containers shall be irrigated by drip tubes on their own zone of an automatic irrigation system or on other zones dedicated to drip systems.

F. Benches shall be located to one side of the public sidewalk spaced every 300 feet at a maximum. Benches may be located adjacent to the waste receptacle/ planter groupings.

Sec. 26-28. Traffic and Wayfinding Signs.

26-28.1. Traffic and Street Signs.

Fluted aluminum poles shall be used for traffic and street signs to match the style of the street lamp poles. The CRA Design Guidelines includes vendors and required styles. The signage shall meet

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FDOT requirements.

26-28.2. Wayfinding Signs.

Wayfinding signs may be installed by the City within the public right-of-way. The location and business names to be displayed will be determined on a case by-case basis.

Sec. 26-29. Reserved

ARTICLE IV. GULF BREEZE PARKWAY (US 98) STANDARDS.

Sec. 26-30. Parking.

A. Due to the speed and volume of traffic, no on-street parking will be permitted on US 98.

B. Parking lots along US 98 shall be accessed through secondary streets, service roads, or entrance drives perpendicular to US 98.

C. The use of joint access driveways is required between sites to reduce the number of access points on US 98. Appropriate cross-access easements will be required.

D. One bay of parking is the maximum amount of parking permitted in front of buildings facing US 98. Additional parking must be located to the rear or side of the building, in shared parking lots, and/or on adjacent local roads.

Sec. 26-31. Streetscape Elements.

A. The developer shall be responsible for improving existing sidewalks adjacent to the site to include a minimum six-foot wide sidewalk and a minimum five-foot to maximum ten-foot landscape strip separating the building/street wall from the sidewalk.

B. Depending on the existence of overhead utility lines, a canopy street tree shall be planted every 40 feet on center, or an understory street tree shall be planted every 20 feet on center, in the landscape strip or within tree grates in the sidewalk.

C. Improvements on US 98 require approval by FDOT.

Sec. 26-32. Fences and Walls.

A. Street walls are the only types of fences/walls allowed along US 98.

B. Any parking between the building and US 98 will be screened by a street wall. The street wall will be set in the landscape area adjacent to the public sidewalk.

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 affect 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 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 Zimmern, Mayor

ATTESTED TO BY:

_____
Marita Rhodes, City Clerk

DRAFT

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: March 9, 2012

SUBJECT: ORDINANCE 03-12

Attached, please find a draft copy of Ordinance 03-12 relative to height restrictions in the C-1 zoning district. The Ordinance still caps the height of a building in the C-1 zoning district at 35 feet; however, it removes the requirement that it be limited to three stories.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 03-12 ON FIRST READING ON MARCH 19, 2012 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON APRIL 2, 2012.

CSC
Attachment

OFFICE: (850) 934- 5109 • FAX: (850) 934-5114
POST OFFICE BOX 640 • GULF BREEZE, FLORIDA 32562-0640
WWW.CITYOFGULFBREEZE.COM

ORDINANCE NO. 03-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO THE HEIGHT OF STRUCTURES; AMENDING SECTION 21-162; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations that limit the height of structures in the C-1 zoning district to thirty-five (35) feet and/or three (3) stories; and,

WHEREAS, the City Council has previously removed the story restrictions for the R-ES, R-1-AA, R-1-A and C-2 zoning districts in 2002.

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

SECTION 1 - Section 21-162 is hereby amended to read:

Sec. 21-162. - Height of buildings.

In the C-1 district building height shall not exceed a total height of 35 feet.

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 affect 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 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 Zimmern, Mayor

ATTESTED TO BY:

_____
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: 3/8/2012

Subject: Dredging Project, Addition of Fill Deadman's Island

The City, after extended legal challenges, received the appropriate permits to add fill in an area to the east of Deadman's Island. The additional material will make possible the planting of seagrasses to further stabilize the Island.

The project consists of two parts:

1. Removal of seawall and groins from spoil site at mouth of Woodland Bayou and then replacement of the seawall and groins after dredging.

2. Moving 1600 yards of sand from the spoil sites to the east side of Deadman's Island.

The plan is to award part of the bid to a contractor to accomplish #1 above and another contractor to accomplish the second task. We have a grant funded budget of $195,000 for both phases of the work.

Attached please find the specifications for the work. With Council approval, we will proceed with advertising.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE ADVERTISING THE SCOPE OF WORK FOR THE DEADMAN'S ISLAND FILL PLACEMENT AND SEAWALL REMOVAL AND RECONSTRUCTION AS DESCRIBED IN THE BID DOCUMENTS. (AWARD OF BID RECOMMENDATION WILL BE PRESENTED TO THE CITY COUNCIL AT A LATER DATE)

012
1994
922 ft
30° 22.091' N 87° 11.184' W elev 1 ft
Google

SPECIFICATIONS

FOR

REMOVAL OF A PORTION OF GROIN/JETTY FOR PREPARATION OF SAND MOVEMENT FOR THE DEADMAN'S ISLAND RESTORATION PROJECT FLORIDA

(GULF BREEZE, SANTA ROSA COUNTY, FL)
For
The City of Gulf Breeze
By Ecological Consulting Services Inc

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Disclaimer:

Evaluation of Submittals. In evaluating submittals, the City will consider all information that the City deems relevant for awarding the contract including, without limiting the generality of the foregoing: ability to perform, experience and past performance. With regard to any submission 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 submittals, to modify (with the approval of the bidding or proposing party) any submittal, to negotiate with any proposing party regarding any term and/or condition, including increasing or decreasing the scope of the project.

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BIDDER'S NAME: _____

BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Price	Unit Amount	Estimated
1.	Mobilization and Demobilization	1	JOB	XXX		
2.	Groin and Jetty replacement					
					TAL BID	

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NOTES FOR BIDDING SCHEDULE

NOTE NO. 1. To better facilitate the public bid opening process, all modifications to bids are to be submitted on copies of the latest bid schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to bid items, all bidders should state their revised prices for each item. The company name should be indicated on the face of the bidding schedule to preclude being misplaced.

NOTE NO. 2. Bidders must insert a price on all numbered items of the Bidding Schedule. Failure to do so will disqualify the bid.

NOTE NO. 3. If a modification to a bid is submitted and provides for a lump-sum adjustment to the total estimated cost, the application of the lump-sum adjustment to each unit price and/or lump-sum price, in the bid schedule, must be stated; or, if it is not stated, the Contractor agrees that the lump-sum adjustment shall be applied on a pro rata basis to every bid item in the bid schedule.

NOTE NO. 4. All the extensions of the unit prices as shown will be subject to verification by the City. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.

END OF BID SCHEDULE

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CONTRACT REQUIREMENTS

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1. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) One complete paper copy set of specifications, inclusive of all amendments, will be furnished to the Contractor without charge with the contract award documents. Copies of the specifications or drawings will be the responsibility of the Contractor. The work shall conform to the specifications and the contract drawings listed in the technical provisions.

(b) Omissions from the drawings or specifications of the details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(c) Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(d) Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(e) Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). Contractor acknowledges that any reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional

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examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Technical Specifications and Drawings.

(f) Contractor has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Technical Specifications and Drawings and all additional examinations, investigations, explorations, tests, studies and data.

(g) The Contractor shall check all drawings and technical specifications furnished immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. The contractor agrees these drawings, specifications are sufficient.

(h) Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

2. SCOPE OF WORK

Removal and replacement of the 100 foot aluminum groin/jetty: The primary location of the spoil site is Woodland Bayou, Gulf Breeze, Florida, Santa Rosa County for the Deadman's Island restoration project. This location is designed to be able to be removed again in future dates. Boat access is available at the end of three mile bridge, Wayside Park. The site is approximately 1640 ft from the City's boat ramp.

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Project Description-
One Hundred feet of aluminum Groin/Jetty enclosing the Woodland Bayou spoil site will be removed and replaced in order to retrieve the spoil to be piped to the Deadman's Island restoration project.

SPOIL SITE
The spoil site is located at Woodland Bayou about 2800 feet from the restoration site. The site contains a dike to contain spoil. The spoil site is stabilized by vegetation to prevent wi[illegible]osion. Dikes are constructed to contain spoil.

TRANSFER OF SPOIL TO THE RESTORATION SITE (SEPARATE BID)
A section of the existing aluminum seawall on the borrow site will be removed and a [illegible]dge will be anchored nosed up in the borrow site and will be constantly supplied by a [illegible]r.
Excavators and dozers will be used to manage the material in both sites. There [illegible]more than an adequate amount of fill at the borrow site of Woodland Bayou- (200 [illegible]18 [illegible]x 1[illegible])/2[illegible]ives over 19,000 cubic yards available.
Spoil will be pumped via pipe to the restoration site. The [illegible]oil will [illegible]hydrauli[illegible]umped to the Deadman's Island spoil site using a (1800 ma[illegible]ength an[illegible]8 inch[illegible]ameter) rigid pump hose. The slurry creation is using a proposed 2[illegible]sq feet weir bo[illegible]he sa[illegible]will be placed by an excavator in the box which has a pump provid[illegible]ater inside the [illegible]ox. The sand and water will be mixed into a slurry and pumped through a[illegible] pipe to the p[illegible]pposed fill site. Wetland creation providing beneficial use of dredged materia[illegible]m existin[illegible]spoil sites.

3. JETTY/GROIN REMOVAL AN[illegible]REPLACEMENT – 100 foot a[illegible]minum seawall type groin will be remved and replaced after th[illegible]movement of the dredged material.

4. SCHEDULING OF WO[illegible]ND PAYMENTS.

The Contractor s[illegible]ll submit a bar chart showing project construction milestones. The c[illegible]ntent, style and forma[illegible]the chart shall be set at the pre-construction conferenc[illegible]. Cont[illegible]tor payments wi[illegible]be based upon the milestones shown on the chart. The chart s[illegible]all be upda[illegible]egularly (as d[illegible]termined at the pre-construction conference) by the Co[illegible]actor.

All cos[illegible]so[illegible]ated with [illegible]itial mobilization and final demobilization of all dredge plant, dredge attendan[illegible]ant, and dis[illegible]sal area support plant will be included in the contract lump sum price for Mo[illegible]ation [illegible]nd Demobilization, Bid Item No. 1. This shall include any and all costs to adapt, modi[illegible]construct, and/or reconfigure the dredge plant and/or the attendant plant to such a c[illegible]nfiguration capable of conducting this contract work. No other separate payment shall be made for any such configuration preparations and payment of this bid item is considered complete compensation for such actions.

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Project Location:

The Deadman's Island Restoration Project is located at 30.3685°N, 87.1868°W (WGS84) in Pensacola Bay near the U.S. Highway 98 bridge on the north side of Gulf Breeze in Santa Rosa County, Florida. The project site primarily consists of sandy, unvegetated substrate. Samples taken from the site show that the benthic population consists of polycheate species and various amphipods. There is a 6- by 6-foot seagrass bed consisting of Halodule wrightii and Ruppia maritima. Six historic structures dating from the 1600s and 1800s protrude from the water at low tide. In addition, the remnant of a bridge is exposed at all times.

5. CLEAN UP

The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

6. INCIDENTAL WORK

Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

7. PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The City of Gulf Breeze will not be responsible for any interpretation or conclusion drawn there from by the Contractor.

(a) General: All indications of physical conditions on the drawings and in the specifications are the results of site investigations and surveys.

(b) Contractor's Knowledge of the Construction Site: Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the
Work.

The Contractor will conduct site visits and gain knowledge of submerged, surface and overhead structures in the work areas and other locations he finds necessary to the project. The exact bathemetry, slopes, depths and bulkheadsbridges, etc. (as applicable), should be investigated if problems or safety should arise to notify the project manager of the City. The Contractor shall make all arrangements with the respective owners of the structure to assure

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satisfactory completion of construction in the vicinity with a minimum interruption of service, and shall perform his operations in such a
manner as will avoid damage to these facilities. If the marine structures are damaged by the construction activities, it will be the responsibility of the Contractor to repair or rebuild the damaged facility at no cost to the City of Gulf Breeze.

(d) Weather Conditions: The site of the work is exposed to local disturbances which may cause suspension of work for short periods of time. During tropical hurricanes which may occur from June to August, the contractor is responsible for locating a safe refuge for deployment equipment. The working season extends over the entire year. The work areas are affected by extended periods of strong winds and rough water conditions, predominately from the South or Southeast. Lost time due to opposing adverse natural elements, as outlined above, will be considered justification for an extension of the contract time (however, opposing adverse weather will not be reason for increase of the contract price).

(e) Transportation Facilities: Highway transportation is available to a public boat launch near the vicinity of the site. The area is surrounded by private property so there is no public access to the site from land without landowner permission. Water transportation is available to the site through the G.I.W.W., Pensacola Bay and Gulf of Mexico. All bidders should investigate channel depths along the G.I.W.W. access route (Pensacola Bay). Shallow depths at various locations may hinder mobilization/demobilization of construction equipment and support vessels. If groundings occur along the access route during mobilization and demobilization, the Contractor is responsible for any damage to local piers and side channels as a result of removing or ungrounding barges or any other contract related equipment.

(f) Obstruction of Navigation: The Owner will not undertake to keep the area free from vessels. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors plant so obstructs the area as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore. Any such damaged structure shall be repaired or replaced by the Contractor at no expense to the Owner.

(g) Staging: No floatation channel would be required to construct this proposed restoration project; thus, further reducing impacts to the project area. During the construction phase, the barrier units will be transported by a commercial vessel built to only draw 18 inches of water loaded. The units will be lifted off via a knuckle boom crane. The structures will then be laid directly onto the 1/ 8" geo fabric to prevent sinking on sandy water bottom at Deadman's Island. The reef structures are designed with numerous openings to promote rapid marine growth on all surfaces, both inside and out. The openings will also promote a designed flow of micronutrient rich water across all surfaces and greatly increase light access, further promoting rapid marine growth. The area landward of this structure will be sheltered, which will allow for propagation of newly planted salt marsh in the area.

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8. TIME EXTENSIONS

Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and material men, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, setting forth the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

If the work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

9. FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after [illegible] calendar working days or less if agreed to by the Project Manager, completion of the entire work or any designated section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer the work in this section will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the City.

(b) Final acceptance of the whole or part of the work and the deductions or corrections of deductions made therefor will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

(c) After acceptance by the City, of the whole or part of the work, but before the Contractor has effected demobilization, should any additional work be necessary, the Contractor may be requested to perform additional work by using the on-site materials and equipment. This additional work is subject to a supplemental agreement under the contract and is only activated by the Contracting Officer (and if funds are available).

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10. RADIO AND CELL PHONE

The Contractor shall furnish and maintain the following radios for communication with the United States Coast Guard, and other vessels: Radio(s) must be certified as being operable on the specified frequencies and powers by a licensed radio technician. A copy of the certification must be furnished to the Contracting Officer prior to construction.

A Marine VHF Radio, FCC type accepted with the following channels: Channel 16, (156.8 MHZ), Channel 13, (156.65 MHZ), Channel 12, (156.6 MHZ), Channel 14, (156.7 MHZ), and Channels 26 and 28 for public correspondence. A separate receiver must be provided on Channel 13, (156.6 MHZ) in compliance with Public Law 92-63. In addition a cell phone must be on board at all time to notify the project manager or quality assurance.

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11. PRECONSTRUCTION CONFERENCE

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the City to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.

(a)During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the City with respect to the Project when directed to do so by the City. Contractor shall have its Subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City. The Contractor shall be oriented with respect to City procedures and lines of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

The Contractor shall bring to this conference the following items in either completed or draft form:

1) The Contractor's order of work for breakwater construction and performing any other work.

2) List of subcontractors

3) Safety Plan and Permit

4) All contractors and subcontractors contact information

12. ESTIMATED QUANTITIES

The total estimated length of the breakwater/reef is 430 feet. There are approximately 196 pilings and 980 ecodiscs that require installation.

13. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the City. Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within _____ weeks (_____) calendar days from the Commencement Date between May-August. The Work shall be fully completed and ready for final acceptance by the City within _10 weeks__ (_____) calendar days from the Commencement Date (herein "Contract Time"), No work under this contract shall commence until certificates of insurance have been received and acknowledged by the City. This Work also includes final cleanup procedures.

14. LIQUIDATED DAMAGES - CONSTRUCTION

(a) City and Contractor recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the May- August time period noted in Paragraph A, above, City shall be entitled to assess as liquidated damages, but not as a penalty, $1000.00 for each calendar day of delay thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the City issues a Substantial Completion Certificate pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

(b) If the City terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the City in completing the work.

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(c) If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(d) When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a holiday for the City employees, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or such holiday.

15. COMPLIANCE WITH THE LAWS

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the City in writing. Compliance with the above laws shall include but is not limited to: (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Worker's Compensation Law, Chapter 440, Florida Statutes; (iii) Chapters 38F and 38I, Florida Administrative Code, and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by City staff or the Contractor, until the deficiency is corrected.

16. PERMITS AND RESPONSIBILITIES. Contractor must perform work as specified in the permit of each project and must have a copy of all permits on site at all times.

17. PERMITS, LICENSES AND TAXES.

If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. City has construction plans approved by the Florida Department of Environmental Protection as required. Contractor will be responsible for conforming with the requirements of these approvals.

The City has obtained the following permits/licenses related to the construction of the Project: Water Quality Certification and Coastal Zone Consistency from the State of Florida Department of Environmental Quality and Section 404 Permits from the U.S. Army Corps of Engineers, Jacksonville District. A copy of the Section 404 permit and DEP permit must be displayed on the construction site bulletin board. It is the Contractors responsibility to adhere to all of the conditions referenced in each federal and state permit.

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18. LAYOUT OF WORK

(a) The City will establish the following base lines and benchmarks at the site of the work: (Monuments and bench marks as shown on the drawings and/or to be provided at the Pre-construction Conference.)

(b) From the base lines and bench marks established by the City, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

(c) The Contractor shall furnish, at his own expense, such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the City. It shall be the responsibility of the Contractor to maintain and preserve all stages and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer or a designated representative, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

(d) Barge and Equipment. The Contractor shall be responsible for selection of a method of construction will not create a hazard to existing navigation nor unduly restrict marine traffic, particularly in the marked navigation channels and the adjacent private docking/mooring fairways. Particular attention should be given to the to the existing natural resources and accesses of the residential homes along the project banks. These accesses shall not be blocked or restricted to those homes. Should the Contractor's equipment be found to be blocking or restricting any business access or use area, it shall be the Contractor's responsibility to coordinate with the business to resolve that restriction problem, even if the Contractor's equipment must be moved or relocated (all at no increase to the contract price).

19. SCHEDULE OF WORK AND PAYMENTS.

The Contractor shall submit a bar chart showing project construction milestones. The content, style and format of the chart shall be set at the pre-construction conference. Contractor payments will be based upon the milestones shown on the chart. The chart shall be updated regularly (as determined at the pre-construction conference) by the Contractor.

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All cost associated with initial mobilization and final demobilization of all plant, labor, materials, and equipment will be included in the contract lump sum price for Mobilization and Demobilization, Bid Item No. 1. This shall include any and all costs to adapt, modify, reconstruct, and/or reconfigure the floating plant and/or the attendant plant to such a configuration capable of conducting this contract work. No other separate payment shall be made for any such configuration preparations and payment of this bid item is considered complete compensation for such actions.

20. INSPECTION

All inspections and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise discussed.

(a) The cost of shop and field tests of equipment, and of certain other tests specifically called for in the Contract Documents, shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

(b) Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

21. TURBIDITY, EROSION AND SEDIMENT PROPOSED

Best management practices will be used to prevent turbidity and suspended solid impacts during the placement of the artificial reef structures and planting of emergent vegetation. Turbidity caused by the proposed action will be maintained at or less than the State's standard 29 NTU background in the 150 meter mixing point from the source. If 29 NTUs are exceeded, appropriate operations, including construction processes will be implemented.
Prior to any potential violation of this standard, the project manager would cease activities until the turbidity levels resume to background levels.

22. PUBLIC ACCESS

Public access to Deadman's Island is primarily via water due to the land access requiring permission from a private property owner. This restriction will allow less impact by anthropogenic stressors. Boaters use the area (the island and adjacent waters) for recreational purposes, such as fishing, swimming, and sunbathing. Typically, the area is not used for overnight camping or any long term recreational purpose.

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It is stated in the deed of Dead man's Island that no vehicles, bicycles, tables or any other structure be placed on the island. Vehicles are allowed for special purposes such as clean ups and beach contruction (see recorded deed attachment).

23. SIGNAGE

After construction Rule D-23 Uniform Waterway Markers In Florida Waters will be followed and permit issued for and the signs will be marked "Vessel Exclusion Zone" to avoid any navigational hazards.

As part of the project, the City of Gulf Breeze will be placing signs seaward to mark the structures. The City of Gulf Breeze will use the example language ("Danger Submerged Objects", Vessel Exclusion Zone) provided by the Florida Fish and Wildlife Conservation Commission, Office of Boating and Waterways, Division of Law Enforcement and US Coast Guard. The City of Gulf Breeze will submit the Florida Uniform Waterway Marker Application prior to the installation of any markers. Upon completion of the project, the City of Gulf Breeze, the non-Federal sponsor, would be responsible for its operations and maintenance cost for any future upkeep and/or replacement of those signs.

24. GROUND DISTURBANCE

The breakwater is constructed by land-based equipment, it is not expected that some ground disturbance would occur in the vicinity of the project. The construction contractor may elect to use land-based heavy equipment (tra[illegible] placement of dredged material from the upland. In this case, the proposed action may require that heavy equipment access the beach via barge from contractor.

The construction contractor will construct the breakwater using water-based equipment, such as a barge-mounted cr[illegible]. In this case, the contractor would load the reefblocks on a land-based staging area (City of G[illegible]reeze Boat Ramp), onto a shallow draft barge, move to the site, and begin co[illegible]uction.

The wetla[illegible]planting aspect of the proposed action would cause some limited ground disturbance during the a[illegible]l planting effort, however it is expected that this impact would be limited to minor increases in tur[illegible]ity and some suspended solids increase, although this would be extremely localized and temporary. Turbidity curtains will be used to prevent sediment from getting into the Bay.

25. ESTHETIC DEGRADATION

Reduced esthetics would occur in the immediate project area during the construction of the breakwater and wetland area. During the previous Public Notice, homeowners were are of this and

no one opposed. While it is expected that some visitors to the area and local commuters may be disturbed by the presence of' the heavy equipment the realization that the action is of a temporary nature is expected to minimize that impact.

26. INCREASED NOISE LEVELS

Noise is expected to increase during the construction job, primarily as a result of engine noise, and noise being emitted from other job-related equipment. While there is little that can be done to reduce noise during construction, it is expected that the noise increase would be of a temporary nature. Construction activities are only expected to take place during daylight hours, Monday through Friday as much as practicable. The area is accessed by visitors on a regular basis, and is located immediately adjacent to U.S. Highway 98; therefore it is expected that some degree of increased noise occur in the area with regularity. While heavy equipment noise is expected to far outweigh the noise generated by visitors and highway travelers, it is expected that the noise increase would be temporary and of short duration. Noise is not expected to be a significant impact.

27. AIR QUALITY DEGRADATION

Construction of the breakwater, and wetland area would have no significant long-term effects on air quality. Air quality in the immediate vicinity of the heavy equipment would be slightly affected for a short period of time by the fuel combustion and resulting engine exhausts. The exhaust emissions are considered insignificant in light of prevailing breezes in the project area. The project area is in attainment for National Ambient Air Quality Standards (NAAQS) parameters. These standards would not be violated by the proposed action. Additionally, the proposed action would not affect the attainment status of the project area or region. A State Implementation Plan conformity determination (42 United States Code [illegible]) not required since the project area is in attainment for all criteria pollutants.

28. WATER QUALITY DEGRADATION

Construction of the breakwater and wetland area would have no significant long-term effects on water quality. Water quality in the immediate vicinity of the heavy equipment would be slightly affected for a short period of time during placement of the breakwater and during wetland creation.

29. AQUATIC HABITAT DEGRADATION

Construction of the breakwater and wetland area should abate the aquatic habitat degradation that occurred as a result of the wind and wave-induced shoreline and aquatic habitat degradation. The property adjacent to the project area on the north and south has been bulkheaded using concrete slabs. Additionally, the shoreline of the project area is eroding and efforts have been made to retard this erosion through the placement of concrete filled sandbags. There will be no significant adverse effects on these adjacent properties due to the breakwater and wetland area. The quantity of littoral drift material at this site is relatively low, and any potential trapping of this small amount of material

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would be of minimal consequence, as most of the downdrift shoreline is bulkheaded.

30. HISTORIC CULTURAL RESOURCES

The proposed action is being coordinated with the State of Florida, Historic Preservation Officer. A 2003 study was conducted to verify whether the project will adversely affect or will enhance significant historical and archeological resources under the provisions of section 267.061; and according to the director of the Historical Division, there is no adverse effect.

(A)Historical resources findings-

Magnetic anomalies- Technical Report #DACW01-03-T-0048 , From Tidewater Atlantic Research (TAR), Inc. Washington, North Carolina was submitted to the ACEO, Mobile District 10/2003 (see Attached report). The investigated the magnetic anomalies using underwater remote sensing and terrestrial surveys on the area of proposed impact.

That investigation was conducted by personnel from Panamerican Consultants, Inc. [PCI] in August 2002. The results of that research identified a total of 17 magnetic anomalies. Four of those anomalies were located in the proposed barrier alignment and were recommended for further investigation. As a consequence of PCI's investigation, the USACE-M issued a request for additional investigation to identify and assess the four potentially significant anomalies to be impacted by the construction. That additional research was conducted by archaeologist from Tidewater Atlantic Research Inc. [TAR], of Washington, North Carolina. See report for full detail of findings.

The assessment methodology was developed to comply with the criteria of National Historic Preservation Act of 1966 (Public Law 89-665), the National Environmental Policy Act of 1969 (Public Law 11-190), Executive Order 11593, the Advisory Council on Historic Preservation Procedures for the protection of historic and cultural properties (36 CFR Part 800) and the updated guidelines described in 36 CFR 64 and 36 CFR 66. The results of the investigation furnished the USACE-M with the archaeological data required for complying with submerged cultural resource legislation and regulations (Technical Report #DACW01-03-T-0048).

The results of the investigation revealed that in the proposed barrier vicinity, all four were generated by modern debris or material possibly associated with the marine railway or fertilizer plant established on Town Point during the late 19th and early 20th centuries. Anomalies 1 and 3 were identified as debris consisting rail road iron, pilings, wire rope and chain. Anomalies 9 and 13 were identified as coils of wire and structural material: dock structures and a barge. Besides the barge, all of the material appeared to be fragmentary and retained little of their original fabric. Probing in the vicinity of material generating the targets revealed no additional cultural material..
Approval has been submitted. No further cultural resources, investigations are necessary prior to the proposed construction of the breakwater and wetland.

31. ESSENTIAL FISH HABITAT

The proposed action involves the placement of oysters on existing open water bottom and the planting of vegetation where no such vegetation currently exists, the proposed action impacts Essential Fish Habitat (EFH). The proposed action will increase the quality and quantity of EFH through the indirect beneficial impact of an increase in prey and an increase in species diversity. The proposed action is not viewed as an adverse impact on EFH.

32. CUMULATIVE EFFECTS

The cumulative effects of the proposed action have been evaluated on the proje[illegible]a and [illegible]inity, including past and present actions and future trends. The area around the propo[illegible]roject is developed only to a minor extent. The proposed action would reduce, to a large exte[illegible]the damage that is currently occurring to the aquatic ecosystem of the project area as w[illegible]s the sho[illegible]ne. The proposed action would not result in any significant cumulative impacts in[illegible]he pr[illegible]t area.

33. NO ACTION ALTERNATIVE

The National Environmental Policy Act defines a N[illegible] Action a[illegible]ative [illegible]the continuation of existing conditions in the affected environment witho[illegible]ne implementa[illegible], or i[illegible]absence of, the proposed action. Inclusion of the No Action alte[illegible]tive is prescrib[illegible] by th[illegible]CEQ regulations as the benchmark against which federal actions are to be [illegible]luated.

In this case, the No Action alternati[illegible] would imply no co[illegible]uctio[illegible] of the breakwater or establishment of the wetland area. Failure to [illegible]onstruct the breakwater w[illegible] ensure a continuation of the degraded aquatic ecosystem in the proje[illegible]t area and failure to establish the wetland would result in continued low productivity and diversity i[illegible]. For the above reasons, the No Action alternative is unacceptable.

34. MEAN HIGH W[illegible]TER AND MEAN LOW WATE[illegible]

The closest buoy measuring the ebb and flood tide in the area is located at Pensacola Bay entrance, midchannel. National Oceanic and Atmospheric Administration (NOAA) collects this data. The minimum flow-before a flood event is -0 48 while -031 at a flood. During an ebb event, at the minimum flow before is +0 18 while at it is -1 15. The speed ratio of the current during a flood is 1.1 and 1.2 during an ebb.

35. NAVIGA[illegible]IAL CLEA[illegible]ANCES

The closest channel is approximately 2,400 feet away. The nearest channel is the ICW. With the use of warning signs and the shallow depths in the area, it is anticipated as no adverse impacts to navigation.

36. BATHYMETRIC INFORMATION AND BOTTOM SURVEYS
The depth of the site ranges from 2- 6 feet.

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37. GEOTECHNICAL ANALYSIS

A geotechnical investigation was performed on the spoil sites of Woodland Bayou and Deadman's Island. Seven vibracores were taken to determine grain size, sediment composition The sediment type at the location is sandy material. This sandy material found at the project site provides a suitable foundation to support the wetland creation. No adverse impacts are anticipated.

END OF SECTION

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SPECIFICATIONS

FOR

FILL PLACEMENT FOR WETLAND CREATION USING BENFICIAL USE OF DREDGED MATERIAL
DEADMAN'S ISLAND RESTORATION PROJECT
FLORIDA

(GULF BREEZE, SANTA ROSA COUNTY, FL)
For
The City of Gulf Breeze
By Ecological Consulting Services Inc.

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Disclaimer:

Evaluation of Submittals. In evaluating submittals, the City will consider all information that the City deems relevant for awarding the contract including, without limiting the generality of the foregoing: ability to perform, experience and past performance. With regard to any submission 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 submittals, to modify (with the approval of the bidding or proposing party) any submittal, to negotiate with any proposing party regarding any term and/or condition, including increasing or decreasing the scope of the project.

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BIDDER'S NAME: _____

BIDDING SCHEDULE

Item No.	Description	Estimated Quantity	Unit	Price	Unit Amount	Estimated
1.	Mobilization and Demobilization (Dredge Plant and Attendant Plant)	1	JOB			
2.	Dredging and Placement	16,000	CY			
					TOTAL BID	

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NOTES FOR BIDDING SCHEDULE

NOTE NO. 1. To better facilitate the public bid opening process, all modifications to bids are to be submitted on copies of the latest bid schedules as published in the solicitation or the latest amendment thereto. In lieu of indicating additions/deductions to bid items, all bidders should state their revised prices for each item. The company name should be indicated on the face of the bidding schedule to preclude being misplaced.

NOTE NO. 2. Bidders must insert a price on all numbered items of the Bidding Schedule. Failure to do so will disqualify the bid.

NOTE NO. 3. If a modification to a bid is submitted and provides for a lump-sum adjustment to the total estimated cost, the application of the lump-sum adjustment to each unit price and/or lump-sum price, in the bid schedule, must be stated, or, if it is not stated, the Contractor agrees that the lump-sum adjustment shall be applied on a pro rata basis to every bid item in the bid schedule.

NOTE NO. 4. All the extensions of the unit prices as shown will be subject to verification by the City. In case of variation between the unit price and the extension, the unit price will be considered to be the bid.

END OF BID SCHEDULE

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CONTRACT REQUIREMENTS

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2. SCOPE OF WORK
3. TRANSFER OF SPOIL TO THE RESTORATION SITE
4. SCHEDULING OF WORK AND PAYMENTS
5. FILL PLACEMENT

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6. DREDGE PLANT
7. SLURRY CREATION
8. DREDGED MATERIAL DISPOSAL
9. ESTIMATED DREDGING QUANTITIES
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40. NAVIGATIONAL CLEARANCES
41. BATHYMETRIC INFORMATION AND BOTTOM SURVEYS
42. GEOTECHNICAL ANALYSIS

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1. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS

(a) One complete paper copy set of specifications, inclusive of all amendments, will be furnished to the Contractor without charge with the contract award documents. Copies of the specifications or drawings will be the responsibility of the Contractor. The work shall conform to the specifications and the contract drawings listed in the technical provisions.

(b) Omissions from the drawings or specifications of the details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(c) Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(d) Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(e) Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). Contractor acknowledges that any reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

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(e) Contractor is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Technical Specifications and Drawings.

(f) Contractor has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Technical Specifications and Drawings and all additional examinations, investigations, explorations, tests, studies and data.

(g) The Contractor shall check all drawings and technical specifications furnished [illegible]ely upon their receipt and shall promptly notify the Contracting Officer of any discre[illegible]es. The contractor agrees these drawings, specifications are sufficient.

(h) Figures marked on drawings shall in general be followed in preference to sca[illegible] measurements. Large scale drawings shall in general govern small sca[illegible]s. [illegible] Contractor shall compare all drawings and verify the figures befor[illegible]aying out [illegible]e wo[illegible]nd will be responsible for any errors which might have been [illegible]d the[illegible]

2. SCOPE OF WORK

Movement of Sand: The primary location of dredg[illegible]s Gulf Breeze[illegible]Florida, Santa Rosa County for the Deadman's Island restoration project.

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Project Description-
The dredging work to be performed under this grant includes materials, and equipment and the performance of all work required for removal, transportation, and satisfactory placement of a 16,000 cubic yards of sandy dredged material to create a nearshore island at the Deadman's Island project site and shown on the contract drawings.
Sixteen thousand cubic yards of dredged material for fill from nearby spoil sites will be used to fill areas needed and emergent aquatic vegetation will be planted along the existing shoreline area of Deadman's Island for stabilization. The fill will come from two borrow sites within the vicinity and on Deadman's Island, Woodland Bayou and Deadman's Island. These sites have been tested for grain size analysis and contaminants. The Woodland Bayou site is 0.25 miles and the borrow site currently on the south end of Deadman's Island, will provide the sediment needed for the fill to cover the historic resources. The spoil site on Deadman's Island will be used if there is not enough material from Woodland Bayou spoil site. According to the Woodland Bayou Association, this spoil needs to be removed because the spoil material is sloughing into the nearby marsh. The previously dredged material will be slurried and hydraulically pumped approximately one-quarter mile from its current location to the project site. The slurry creation is using a proposed 20 sq feet box, the sand will be placed by an excavator in the box which has a pump providing water inside the box. The sand and water will be mixed into a slurry and pumped through an 8" pipe to the proposed fill site. Wetland creation providing beneficial use of dredged material from existing spoil sites.
The spoil covering the cultural resources will be stabilized by wetland plants. Fill on top of the structures and convert this 3 acre area to a wetland using emergent marsh.

Along with the 16,000 cu yds of fill from a nearby clean sand spoil site, emergent aquatic vegetation will be planted along the outside of created island leaving a bare sand center for nesting. The plan requires Spartina alterniflora (saltmeadow cordgrass) to be planted at an elevation ranging from -0.5 to 1-foot National Geodetic Vertical Datum (NGVD) 83. Juncus roemerianus (blackneedlerush) will be planted at elevations ranging between 1- and 2-foot NGVD 83, while Spartina patens (saltmeadow cordgrass) will be planted above the 2-foot NGVD 83 using geofabric. The Island center will contain bare sand and no grass for the nesting of many birds such as terns.
The main area to be filled will be above MHW over the protruding structures closest to the shoreline on the Northwest point of the island. The profile drawing attached depicts the slope of the north end and the covering of the protruding structures on the Northwest point. The bathemetric survey depicts the elevations and illustrates shallow depth suseptible to erosion..
The area to be filled is approximately 219,000 square ft in area and averages about 2-3 feet deep (depending on the shoreline's changing slope) and 6-12 inches mean high water. This includes the slopes of the scarps which are 1:1 or 0 slope. (219,000 x 2)/27 gives approximately 16,000 cu yards of fill.
The material will move via dredge discharge pipe about 2,800 feet to the restoration site. A section of existing aluminum seawall on the borrow site will be removed and a dredge anchored nosed up in the borrow pile and will be used to manage the material at both sites.
The amount of sand at both sites is more than adequate to support the 16,000 cubic yards of spoil.
The fill will be the in water activities that are crucial to observe the timeline for the Gulf Sturgeon

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from May- Sept.

SPOIL SITE

The spoil site is located at Woodland Bayou about 2800 feet from the restoration site. The site contains a dike to contain spoil. The spoil site is stabilized by vegetation to prevent wind erosion. Dikes are constructed to contain spoil.

3. TRANSFER OF SPOIL TO THE RESTORATION SITE

A section of the existing aluminum seawall on the borrow site will be remove[illegible]and a d[illegible]e will be anchored nosed up in the borrow site and will be constantly supplied by a doze[illegible] Excavators and dozers will be used to manage the material in both sites. There i[illegible]re than a adequate amount of fill at the borrow site of Woodland Bayou- (200 x 185 x 14)/27 g[illegible]s over 19,800 cubic yards available.

Spoil will be pumped via pipe to the restoration site. The spoil will be hy[illegible]raulic[illegible] pumped to the Deadman's Island spoil site using a (1800 max length and 4-8 inc[illegible]dia[illegible]eter) ri[illegible]d p[illegible]mp hose. The slurry creation is using a proposed 20 sq feet weir box, the sand wi[illegible]be pl[illegible]ed by an excavator in the box which has a pump providing wat[illegible]side th[illegible]x. The sa[illegible]d water will be mixed into a slurry and pumped through a 8" pipe [illegible]e pro[illegible]ed fill site. Wetland creation providing beneficial use of dredged m[illegible]terial from exis[illegible] spoil[illegible]

20. SCHEDULING OF WORK AND PAYMENTS.

The Contractor shall submit a b[illegible]ar chart showing project co[illegible]uction milestones. The content, styl[illegible]and format of the chart shall be set at the pre-construction conference. Contractor paym[illegible]s wi[illegible]d upon the milestones shown on the chart. The chart shall be updated r[illegible]larly (as determined at the pre-construction conference) by the Contractor.

All cost associate[illegible]with initial mobilizatio[illegible]nd final demobilization of all dredge plant, dredge attendant plant, a[illegible] disposal area su[illegible]port plant will be included in the contract lump sum price fo[illegible] Mobilizati[illegible]nd Demobiliz[illegible]ion, Bid Item No. 1. This shall include any and all costs to a[illegible]apt, modify, reco[illegible]ct, and/or reconfigure the dredge plant and/or the attendant pla[illegible]o such a[illegible]figuration capable of conducting this contract work. No other separate payme[illegible]sha[illegible] be made for any such configuration preparations and payment of this bid item is considere[illegible]omplete co[illegible]pensation for such actions.

21. FILL PLACE[illegible]. The total amount of work to be paid for under the contract for this bid item will be measured and paid for by the cubic yard. The quantity of material removed shall be calculated as the difference between a before-and after-construction survey of the particular work location.

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Project Location:

The Deadman's Island Restoration Project is located at 30.3685°N, 87.1868°W (WGS84) in Pensacola Bay near the U.S. Highway 98 bridge on the north side of Gulf Breeze in Santa Rosa County, Florida. The project site primarily consists of sandy, unvegetated substrate. Samples taken from the site show that the benthic population consists of polycheate species and various amphipods. There is a 6- by 6-foot seagrass bed consisting of Halodule wrightii and Ruppia maritima. Six historic structures dating from the 1600s and 1800s protrude from the water at low tide. In addition, the remnant of a bridge is exposed at all times.

22. DREDGE PLANT The work to be performed under this contract consists of furnishing a hydraulic cutterhead pipeline dredge with pump discharge of not less than 24-inch diameter for the Base Bid. A combination of smaller dredges with combined similar production to a 24-inch diameter dredge will be acceptable for the Option Item. The dredge will be complete with all necessary materials, supplies, (including fuel, power, and water) labor, and transportation for both ordinary and accessory dredging operations as specified in the above paragraph. More specific dredge and attendant plant requirements can be discussed in the event the contractor is unable to perform using this specified dredge.

23. SLURRY CREATION: The slurry creation is using a proposed 20 square feet weir box, the sand will be placed by an excavator in the box which has a pump providing water inside the box. The sand and water will be mixed into a slurry and pumped through an HDPE pipe to the proposed fill site.

24. DREDGED MATERIAL DISPOSAL: All removed materials will be placed in the designated footprint of the fill permit based on bathemetry. A temporary proposed barrier made of aluminum or vinyl will be placed by jetting or anchoring into the substrate and outlined around the proposed fill area. All work must strictly adhere to all permit conditions and Contract Document requirements.

25. ESTIMATED DREDGING QUANTITIES

The total estimated quantity of dredge material to be removed from within the Stockpiled area is 16,000 cys.

26. CLEAN UP

The Contractor shall remove all construction material, buildings, equipment and other debris remaining on the job as the result of construction operations and shall render the site of the work in a neat and orderly condition. All suitable excess excavated material shall remain on site.

27. INCIDENTAL WORK

Do all incidental work not otherwise specified, but obviously necessary for the proper completion of the contract as specified and as shown on the Drawings.

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28. PHYSICAL DATA

Data and information furnished or referred to below is for the Contractor's information. The City of Gulf Breeze will not be responsible for any interpretation or conclusion drawn there from by the Contractor.

(a) General: The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys.

b) Location: The Deadman's Island Restoration Project is located at 30°[illegible]85°N, 87°[illegible]68°W (WGS84) in Pensacola Bay near the U.S. Highway 98 bridge on the north side of Gulf Breeze, Santa Rosa County, Florida. The project site primarily consists of sandy, unvegetated substrate. Samples taken from the site show that the benthic population consists of polychaete species and various amphipods. There is a 6- by 6-foot seagrass bed consisting of Halodule wrightii and Ruppia maritima. Six historic structures dating from the 1600s and 1[illegible] protrude from the water at low tide. In addition, the remnant of a bridge is exposed at all times.

(c) Contractor's Knowledge of the Construction Site: Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

The Contractor will conduct site visits and gain knowledge of submerged, surface and overhead structures in the work areas and locations he finds necessary to the project. The exact bathemetry, depths and bulkheadsbridges, etc. (as applicable), should be investigated if problems or safety should arise to notify the project manager of the City. The Contractor shall make all arrangements with the respective owners of the structure to assure satisfactory completion of construction in the vicinity with a minimum interruption of service, and shall perform his operations in such a manner as will avoid damage to these facilities. If the marine structures are damaged by the construction activities, it will be the responsibility of the Contractor to repair or rebuild the damaged facility at no cost to the City of Gulf Breeze.

(d) Weather Conditions: The site of the work is exposed to local disturbances which may cause suspension of work for short periods of time. During tropical hurricanes which may occur from June to August, the contractor is responsible for locating a safe refuge for deployment equipment. The working season extends over the entire year. The work areas are affected by extended periods of strong winds and rough water conditions, predominately from the South or Southeast. Lost time due to opposing adverse natural elements, as outlined above, will be considered justification for an extension of the contract time (however, opposing adverse weather will not be reason for increase of the contract price).

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(e) Transportation Facilities: Highway transportation is available to a public boat launch near the vicinity of the site. The area is surrounded by private property so there is no public access to the site from land without landowner permission. Water transportation is available to the site through the G.I.W.W., Pensacola Bay and Gulf of Mexico. All bidders should investigate channel depths along the G.I.W.W. access route (Pensacola Bay). Shallow depths at various locations may hinder mobilization/demobilization of construction equipment and support vessels. If groundings occur along the access route during mobilization and demobilization, the Contractor is responsible for any damage to local piers and side channels as a result of removing or ungrounding barges or any other contract related equipment.

(f) Obstruction of Navigation: The City will not undertake to keep the area free from vessels. The Contractor will be required to conduct the work in such manner as to obstruct navigation as little as possible, and in case the Contractors plant so obstructs the area as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work the Contractor shall promptly remove his plant including ranges, buoys, piles, and other marks placed by him under the contract in navigable waters or on shore. Any such damaged structure shall be repaired or replaced by the Contractor at no expense to the City.

(g) Staging: No floatation channel would be required to construct this proposed restoration project; thus, further reducing impacts to the project area. During the construction phase, the barrier units will be transported by a commercial vessel built to only draw 18 inches of water loaded. The units will be lifted off via a knuckle boom crane. The structures will then be laid directly onto the 1/ 8" geo fabric to prevent sinking on sandy water bottom at Deadman's Island. The reef structures are designed with numerous openings to promote rapid marine growth on all surfaces, both inside and out. The openings will also promote a designed flow of micronutrient rich water across all surfaces and greatly increase light access, further promoting rapid marine growth. The area landward of this structure will be sheltered, which will allow for propagation of newly planted salt marsh in the area.

29. TIME EXTENSIONS

Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its Subcontractors and material men, as well as coordinating its Work with all work of others at the Project site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God, acts of government, fires,

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floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

If the work falls behind the critical path schedule by two (2) weeks or more, the Contractor must prepare a recovery schedule.

30. FINAL EXAMINATION AND ACCEPTANCE

(a) As soon as practicable after (within 7 calendar working days or less if agreed to by the Project Manager) completion of the entire work or any designated section thereof (if the work is divided into sections) as in the opinion of the Contracting Officer the work in this section will not be subject to damage by further operations under the contract such work will be thoroughly examined at the cost and expense of the City.

(b) Final acceptance of the whole or part of the work or the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

(c) After acceptance by the City, of the whole or part of the work, but before the Contractor has effected demobilization, should any additional work be necessary, the Contractor may be required to perform additional work by using the on-site materials and equipment. This additional work is subject to a supplemental agreement under the contract and is only activated by the Contracting Officer (and if funds are available).

31. RADIO AND CELL PHONE

The Contractor shall furnish and maintain the following radios for communication with the United States Coast Guard, and other vessels: Radio(s) must be certified as being operable on the specified frequencies and powers by a licensed radio technician. A copy of the certification must be furnished to the Contracting Officer prior to construction.

A Marine VHF Radio, FCC type accepted with the following channels:
Channel 16, (156.8 MHZ), Channel 13, (156.65 MHZ), Channel 12, (156.6 MHZ), Channel 14, (156.7 MHZ), and Channels 26 and 28 for public correspondence. A separate receiver must be provided on Channel 13, (156.6 MHZ) in compliance with Public Law 92-63. In addition a cell phone must be on board at all time to notify the project manager or quality assurance.

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32. PRECONSTRUCTION CONFERENCE

Prior to the commencement of Work, the Contractor shall attend a preconstruction conference with the City to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the Parties as to the Work.

(a)During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the City with respect to the Project, when directed to do so by the City. Contractor shall have its Subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the City. The Contractor shall be oriented with respect to City procedures and line of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed.

(b) The Contractor shall bring to this conference the following items in either completed or draft form:

1) The Contractor's order of work for breakwater construction and performing any other work.
2) List of subcontractors
3) Safety Plan and Permits
4) All contractors and subcontractors contact information

33. ESTIMATED QUANTITIES

The total estimated length of the breakwater/reef is 430 feet. There are approximately 196 pilings and 980 modules that require installation.

34. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

Time is of the essence in the performance of the Work under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the City.

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Contractor shall commence the Work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The Work shall be substantially completed within 5 weeks 20 calendar days from the Commencement Date between May-August. The Work shall be fully completed and ready for final acceptance by the City within _10 weeks__ (40) calendar days from the Commencement Date (herein "Contract Time"), No work under this contract shall commence until certificates of insurance have been received and acknowledged by the City. This work also includes final cleanup procedures.

35. LIQUIDATED DAMAGES - CONSTRUCTION

(a) City and Contractor recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work is not substantially completed within the time specified above, as said time may be adjusted as provided for herein. Should Contractor fail to substantially complete the Work within the May- August time period listed in Paragraph A, above, City shall be entitled to assess, as liquidated damages, but not as a penalty, $1000.00 for each calendar day of delay thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed on the date the City issues a Substantial Completion Certificate pursuant to the terms hereof. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the Parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Contractor fails to substantially complete the Work in a timely manner.

(b) If the City terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the City in completing the work.

(c) If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(d) Where any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a holiday for the City employees, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or such holiday.

36. COMPLIANCE WITH THE LAWS

Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project,

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including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the City in writing. Compliance with the above laws shall include but is not limited to: (i) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (ii) the Florida Worker's Compensation Law, Chapter 440, Florida Statutes; (iii) Chapters 38F and 38I, Florida Administrative Code; and (iv) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by City staff or the Contractor, until the deficiency is corrected.

37. PERMITS AND RESPONSIBILITIES-Contrator must perform work as specified in the permit of each project and must have a copy of all permits on site at all times.

38. PERMITS, LICENSES AND TAXES.

If Contractor performs any Work without obtaining, or necessary to, such permits or licenses, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work. City has construction plans approved by the Florida Department of
Environmental Protection, as required. Contractor will be responsible for conforming with the requirements of these approvals.
The City has obtained the following permits/licenses related to the construction of this project: Water Quality Certification and Coastal Zone Consistency from the State of Florida Department of Environmental Quality and Section 404 Permits from the U.S. Army Corps of Engineers, Jacksonville District. A copy of the Section 404 permit and DEP permit must be displayed on the construction site bulletin board. It is the Contractors responsibility to adhere to all of the conditions referenced in each federal and state permit.

39. LAYOUT OF WORK

(a) The City will establish the following base lines and benchmarks at the site of the work (Monuments and bench marks as shown on the drawings and/or to be provided at the Pre-construction conference.)

(b) From the base lines and bench marks established by the City, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract drawings, subject to such modifications as the Contracting Officer may require to meet changed conditions or as a result of necessary modifications to the contract work.

(c) The Contractor shall furnish, at his own expense, such stakes, templates, platforms,

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equipment, tools and material, and all labor as may be required in laying out any part of the work from the base lines and bench marks established by the City. It shall be the responsibility of the Contractor to maintain and preserve all stages and other marks established by the Contracting Officer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Contracting Officer or a designated representative, at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The Contracting Officer may require that work be suspended at any time when location and line marks established by the Contractor are not reasonably adequate to permit checking of the work.

(d) Barge and Equipment. The Contractor shall be responsible for selection of a method of construction will not cause a hazard to existing navigation nor unduly restrict marine traffic, particularly in the marked navigation channels and the adjacent private docking, mooring fairways. Particular attention should be given to the to the existing natural resources and accesses of the residential homes along the project banks. These accesses shall not be blocked or restricted to those homes. Should the Contractor's equipment be found to be blocking or restricting any businesses access or use area, it shall be the Contractor's responsibility to coordinate with the business to resolve that restriction problem, even if the Contractor's equipment must be moved or relocated (all at no increase to the contract price).

40. SCHEDULING OF WORK AND PAYMENTS.

The Contractor shall submit a bar chart showing project construction milestones. The content, style and format of the chart shall be set at the pre-construction conference. Contractor payments will be based upon the milestones shown on the chart. The chart shall be updated regularly (as determined at the pre-construction conference) by the Contractor.

All cost associated with initial mobilization and final demobilization of all plant, labor, materials, and equipment will be included in the contract lump sum price for Mobilization and Demobilization, Bid Item No. 1. This shall include any and all costs to adapt, modify, reconstruct, and/or reconfigure the floating plant and/or the attendant plant to such a configuration capable of conducting this contract work. No other separate payment shall be made for any such configuration preparations and payment of this bid item is considered complete compensation for such actions.

41. INSPECTION

All inspections and testing of materials furnished under this Contract will be provided by the Contractor, unless otherwise discussed.

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(a) The cost of shop and field tests of equipment, and of certain other tests specifically called for in the Contract Documents, shall be borne by the Contractor and such costs shall be deemed to be included in the Contract price.

(b) Materials and equipment submitted by the Contractor as the equivalent to those specifically named in the Contract may be tested by the Owner for compliance. The Contractor shall reimburse the Owner for the expenditures incurred in making such tests of materials and equipment which are rejected for non-compliance.

42. TURBIDITY, EROSION AND SEDIMENT PROPOSED

Best management practices will be used to prevent turbidity and suspended solid impacts during the placement of the artificial reef structures and planting of emergent vegetation. Turbidity caused by the proposed action will be maintained at or less than the State's standard 29 NTU background in the 150 meter mixing point from the source. If 29 NTUs are exceeded, appropriate operations, including construction processes will be implemented.
Prior to any potential violation of this standard, the project manager would cease activities until the turbidity levels resume to background levels.

43. PUBLIC ACCESS

Public access to Deadman's Island is primarily via water due to the land access requiring permission from a private property owner. This restriction will allow less impact by anthropogenic stressors. Boaters use the area (the island and adjacent waters) for recreational purposes, such as fishing, swimming, and sunbathing. Typically, the area is not used for overnight camping or any long term recreational purpose.

It is stated in the deed of Dead man's Island that no vehicles, bicycles, tables or any other structure be placed on the island. Vehicles are allowed for special purposes such as clean ups and beach contruction (see recorded deed attachment).

44. SIGNAGE

After construction Rule D-23 Uniform Waterway Markers In Florida Waters will be followed and permit issued for and the signs will be marked "Vessel Exclusion Zone" to avoid any navigational hazards.

As part of the project, the City of Gulf Breeze will be placing signs seaward to mark the structures. The City of Gulf Breeze will use the example language ("Danger Submerged Objects", Vessel Exclusion Zone) provided by the Florida Fish and Wildlife Conservation Commission, Office of Boating and Waterways, Division of Law Enforcement and US Coast Guard. The City of Gulf Breeze will submit

the Florida Uniform Waterway Marker Application prior to the installation of any markers. Upon completion of the project, the City of Gulf Breeze, the non-Federal sponsor, would be responsible for its operations and maintenance cost for any future upkeep and/or replacement of those signs.

45. GROUND DISTURBANCE

The breakwater is constructed by land-based equipment, it is not expected that some ground disturbance would occur in the vicinity of the project. The construction contractor may elect to use land-based heavy equipment (trackhoe) for placement of dredged material from the upland site. In this case, the proposed action may require that heavy equipment access the beach via barge from contractor.

The construction contractor will construct the breakwater using water based equipment, such as a barge-mounted crane. In this case, the contractor would load the reef rocks on a land-based staging area (City of Gulf Breeze Boat Ramp), load a shallow draft barge, move to the site, and begin construction.

The wetland planting aspect of the proposed action would cause some limited ground disturbance during the actual planting effort. However it is expected that this impact would be limited to minor increases in turbidity and some suspended solids increase, although this would be extremely localized and temporary. Turbidity curtains will be used to prevent sediment from getting into the Bay.

46. ESTHETIC DEGRADATION

Reduced esthetics would occur in the immediate project area during the construction of the breakwater and wetland area. During the previous Public Notice, homeowners were are of this and no one opposed. While it is expected that some visitors to the area and local commuters may be disturbed by the presence of the heavy equipment the realization that the action is of a temporary nature is expected to minimize impact.

47. INCREASED NOISE LEVELS

Noise is expected to increase during the construction job, primarily as a result of engine noise, and noise being emitted from other job-related equipment. While there is little that can be done to reduce noise during construction, it is expected that the noise increase would be of a temporary nature. Construction activities are only expected to take place during daylight hours, Monday through Friday as much as practicable. The area is accessed by visitors on a regular basis, and is located immediately adjacent to U.S. Highway 98; therefore it is expected that some degree of increased noise occur in the area with regularity. While heavy equipment noise is expected to far outweigh the noise generated by

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visitors and highway travelers, it is expected that the noise increase would be temporary and of short duration. Noise is not expected to be a significant impact.

48. AIR QUALITY DEGRADATION

Construction of the breakwater, and wetland area would have no significant long-term effects on air quality. Air quality in the immediate vicinity of the heavy equipment would be slightly affected for a short period of time by the fuel combustion and resulting engine exhausts. The exhaust emissions are considered insignificant in light of prevailing breezes in the project area. The project area is in attainment for National Ambient Air Quality Standard (NAAQS) parameters. The standards would not be violated by the proposed action. Additionally, the proposed action would not affect the attainment status of the project area or region. A State Implementation Plan conformity determination (42 United States Code 7506.c) is not required since the project area is in attainment for all criteria pollutants.

49. WATER QUALITY DEGRADATION

Construction of the breakwater and wetland area would have no significant long-term effects on water quality. Water quality in the immediate vicinity of the heavy equipment would be slightly affected for a short period of time during placement of the breakwater and during wetland creation.

50. AQUATIC HABITAT DEGRADATION

Construction of the breakwater and wetland area should abate the aquatic habitat degradation that occurred as a result of the wind and wave-induced shoreline and aquatic habitat degradation. The property adjacent to the project area to the north and south has been bulkheaded using concrete slabs. Additionally, the shoreline of the project area is eroding and efforts have been made to retard this erosion through the placement of concrete filled sandbags. There will be no significant adverse effects on these adjacent properties due to the breakwater and wetland area. The quantity of littoral drift material at the site is relatively low, and any potential trapping of this small amount of material would be of minimal consequence, as most of the downdrift shoreline is bulkheaded.

51. HISTORIC CULTURAL RESOURCES

The proposed action is being coordinated with the State of Florida, Historic Preservation Officer. A 2003 study was conducted to verify whether the project will adversely affect or will enhance significant historical and archeological resources under the provisions of section 267.061; and according to the director of the Historical Division, there is no adverse effect.

(A)Historical resources findings-

Magnetic anomalies- Technical Report #DACW01-03-T-0048 , From Tidewater Atlantic Research (TAR), Inc. Washington, North Carolina was submitted to the ACEO, Mobile District 10/2003 (see Attached report). The investigated the magnetic anomalies using underwater remote sensing and

FONSI Draft

terrestrial surveys on the area of proposed impact.

That investigation was conducted by personnel from Panamerican Consultants, Inc. [PCI] in August 2002. The results of that research identified a total of 17 magnetic anomalies. Four of those anomalies were located in the proposed barrier alignment and were recommended for further investigation. As a consequence of PCI's investigation, the USACE-M issued a request for additional investigation to identify and assess the four potentially significant anomalies to be impacted by the construction. That additional research was conducted by archaeologist from Tidewater Atlantic Research Inc. [TAR], of Washington, North Carolina. See report for full detail of findings.

The assessment methodology was developed to comply with the criteria of National Historic Preservation Act of 1966 (Public Law 89-665), the National Environmental Policy Act of 1969 (Public Law 11-190), Executive Order 11593, the Advisory Council on Historic Preservation Procedures for the protection of historic and cultural properties (36 CFR Part 800) and the updated guidelines described in 36 CFR 64 and 36 CFR 66. The results of the investigation furnished the USACE-M with the archaeological data required for complying with submerged cultural resource legislation and regulations (Technical Report #DACW01-03-T-0048).

The results of the investigation revealed that in the proposed barrier vicinity, all four were generated by modern debris or material possibly associated with the marine railway or fertilizer plant established on Town Point during the late 19th and early 20th centuries. Anomalies 1 and 3 were identified as debris consisting rail road iron, pilings, wire rope and chain. Anomalies 9 and 13 were identified as coils of wire and structural material: dock structures and a barge. Besides the barge, all of the material appeared to be fragmentary and retained little of their original fabric. Probing in the vicinity of material generating the targets revealed no additional cultural material..
Approval has been submitted. No further cultural resources, investigations are necessary prior to the proposed construction of the breakwater and wetland.

52. ESSENTIAL FISH HABITAT

The proposed action involves the placement of oysters on existing open water bottom and the planting of vegetation where no such vegetation currently exists, the proposed action impacts Essential Fish Habitat (EFH). The proposed action will increase the quality and quantity of EFH through the indirect beneficial impact of an increase in prey and an increase in species diversity. The proposed action is not viewed as an adverse impact to EFH.

53. CUMULATIVE EFFECTS

The cumulative effects of the proposed action have been evaluated on the project area and vicinity, including past and present actions and future trends. The area around the proposed project is developed only to a minor extent. The proposed action would reduce, to a large extent, the damage that is currently occurring to the aquatic ecosystem of the project area as well as the shoreline. The proposed action would not result in any significant cumulative impacts in the project area.

54. NO ACTION ALTERNATIVE

The National Environmental Policy Act defines a No Action alternative as the continuation of existing conditions in the affected environment without the implementation, or in the absence of, the proposed action. Inclusion of the No Action alternative is prescribed by the CEQ regulations as the benchmark against which federal actions arc to be evaluated.

In this case, the No Action alternative would imply no construction of the breakwater or establishment of the wetland area. Failure to construct the breakwater would ensure a continuation of the degraded aquatic ecosystem in the project area and failure to establish the wetland would result in continued low productivity and diversity in the project area. For the above reasons, the No Action alternative is unacceptable.

55. MEAN HIGH WATER AND MEAN LOW WATER

The closest buoy measuring the ebb and flood tide in the area is located at Pensacola Bay entrance, midchannel. National Oceanic and Atmospheric Administration (NOAA) collects this data. The minimum flow-before a flood event is -0 48 while -031 at a flood. During an ebb event, at the minimum flow before is +0 18 while at it is -1 15. The speed ratio of the current during a flood is 1.1 and 1.2 during an ebb.

56. NAVIGATIONAL CLEARANCES

The closest channel is approximately 2,400 feet away. The nearest channel is the ICW. With the use of warning signs and the shallow depths in the area, it is anticipated as no adverse impacts to navigation.

57. BATHYMETRIC INFORMATION AND BOTTOM SURVEYS
The depth of the site ranges from

58. GEOTECHNICAL ANALYSIS
A geotechnical investigation was performed on the spoil sites of Woodland Bayou and Deadman's Island. Seven vibracores were taken to determine grain size, sediment composition The sediment type at the location is sandy material. This sandy material found at the project site provides a suitable foundation to support the wetland creation. No adverse impacts are anticipated.

END OF SECTION

City of Gulf Breeze

MEMORANDUM

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

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

DATE: **March 9, 2012**

RE: **Crosswalks & Other Traffic Safety Projects**

The City Council authorized the installation of two cross walks, one on Fairpoint Drive near Julia Way and the other on Daniel Drive near St. Ann's Church. Staff also felt the need to include two smaller projects in the process, rumble strips and park warning signs on Navarre Street near the new Hodges Park and re-striping to reconfigure the turn lanes on Daniel Drive at Highway 98 to allow more stacking of vehicles in the left turn lane. The Daniel Drive restriping also includes renewing all roadway markings from the traffic signal at Shoreline Drive to Highway 98.

Traffic striping and signage is a very specialized industry, and there are only two or three companies in the Panhandle that do this type work. We solicited quotes from two of the contractors we trust, but only one was able to provide a quote in the time frame requested. Gulf Coast Traffic Engineers, Inc. provided a total quote of $7,416.00.

The Daniel Drive crosswalk and the restriping will be funded from the CRA for $5,458. The remaining $1,958 for the other safety projects will be funded from the reserves designated to capital projects. As the South Sunset project was nearly $200,000 under budget, the reserves are available.

RECOMMENDATION: The City Council approve Gulf Coast Traffic Engineers to complete the Crosswalks & Other Safety Project for a total of $7,416.00 and that the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, March 19, 2012 to approve the $5,458.00 funds for work within the CRA District.

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

GULF COAST TRAFFIC ENGINEERS, INC.
& BARRICADE SERVICE
8203 KIPLING ST., P.O. BOX 10625
PENSACOLA, FL 32524-0625
PHONE: (850) 478-7066
FAX: (850) 476-0244

FAX QUOTATION

DATE: 2-Mar-2012

JOB: 2012 Crosswalk Installation, Safety Improvements and Pavement Marking
FAX: 934-4042
PHONE: 934-5108
PROJ. #

QUOTE # **10950**
CODE: D- ST

TO: CITY OF GULF BREEZE
ATTN: MS. MINA LANZETTA
1070 SHORELINE DRIVE
GULF BREEZE, FL 32562-0640

Bid Item Number	Estimated Quantity	Work Description	Unit	Unit Price	Amount
		Furnish all labor, equipment and material necessary to:			
1.	1	DANIEL DRIVE CROSSWALK - COMPLETE WITH PAVEMENT MARKINGS AND SIGN INSTALLATION	LS	1,279.00	1,279.00
2.	1	DANIEL DRIVE RESTRIPING	LS	4,179.00	4,179.00
3.	1	FAIRPOINT DRIVE CROSSWALK - COMPLETE WITH PAVEMENT MARKINGS AND SIGN INSTALLATION	LS	1,072.00	1,072.00
4.	1	NAVARRE STREET SIGNS AND RUMPLE STRIPS INSTALLATION	LS	886.00	886.00

A certificate of insurance will be supplied upon request.
We are proud to offer a drug free workplace.
SERVING NORTHWEST FLORIDA SINCE 1965

PAYMENT TO BE MADE WITHIN 5 DAYS AFTER RECEIPT OF INVOICE

TOTAL $ 7,416.00

ACCEPTANCE OF BID
SIGNED: _____ PRINT: _____
DATE: _____

NOTE: THIS QUOTATION IS VOID 30 DAYS FROM DATE UNLESS SIGNED AND A COPY IS RETURNED TO BIDDER.

David
DAVID E. COOK, VICE PRESIDENT

BIDS FOR CITY OF GULF BREEZE 2012 CROSSWALK INSTALLATION, SAFETY IMPROVEMENTS AND PAVEMENT MARKING

The City is soliciting bids for Crosswalk Installation, safety Improvements and Pavement Marking. All work shall be done in accordance with the attached drawings and FDOT Standard Specifications. The new markings shall be completed to the current design detail and done in accordance with FDOT Standard Specifications for Thermoplastic Traffic Stripes and Markings.

Please note that in some cases new markings may be required in addition to replacing existing marks. In cases where the intersection does not conform to the standard detail, all existing marks should be reestablished.

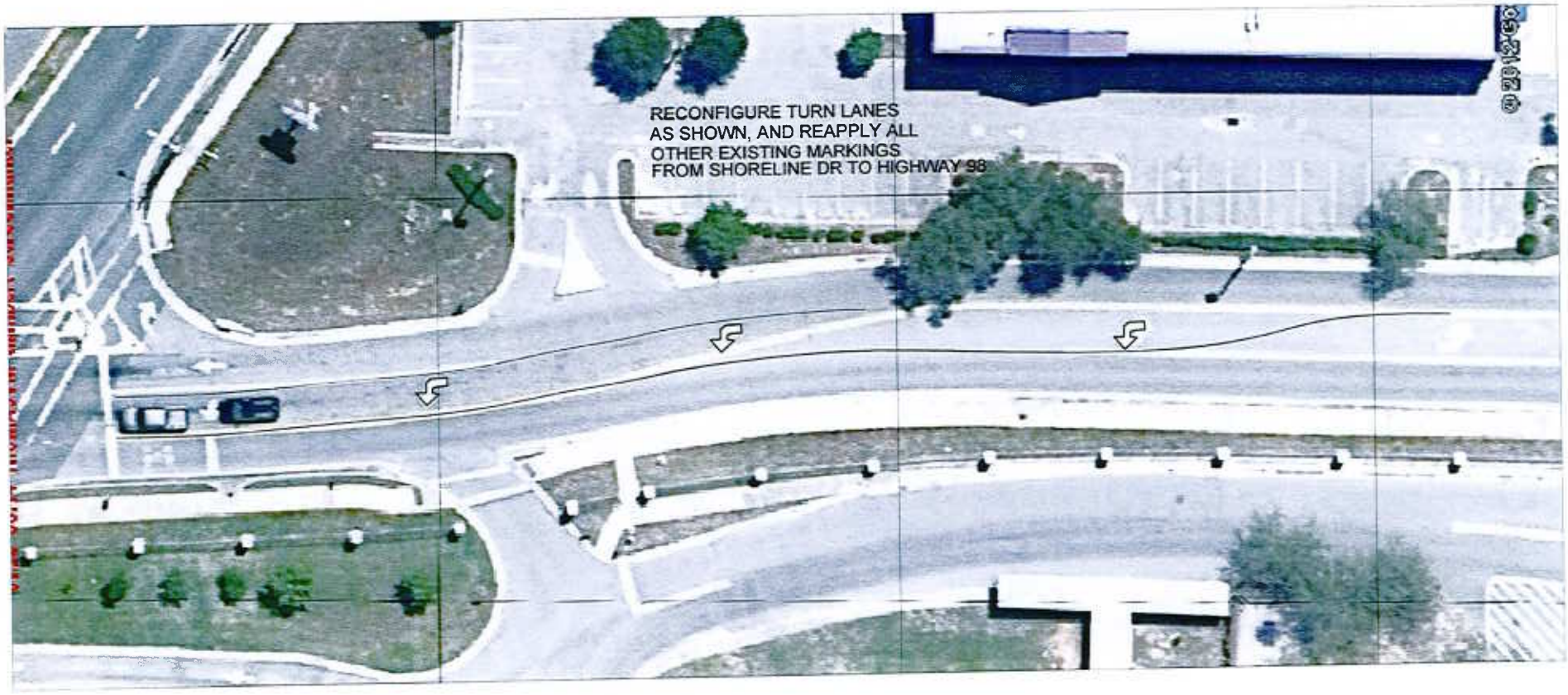
The City will award all of the work to a single bidder; however, some of the groups below may be deleted in order to meet budget allowances.

Intersection Group (count) – Intersection Number	Price
Daniel Drive Crosswalk – complete with pavement markings and sign installation.	
Daniel Drive restriping	
Fairpoint Drive Crosswalk – complete with pavement markings and sign installation.	
Navarre Street signs and rumble strips installation	
Total	

DANIEL DRIVE CROSSWALK - PAGE 1

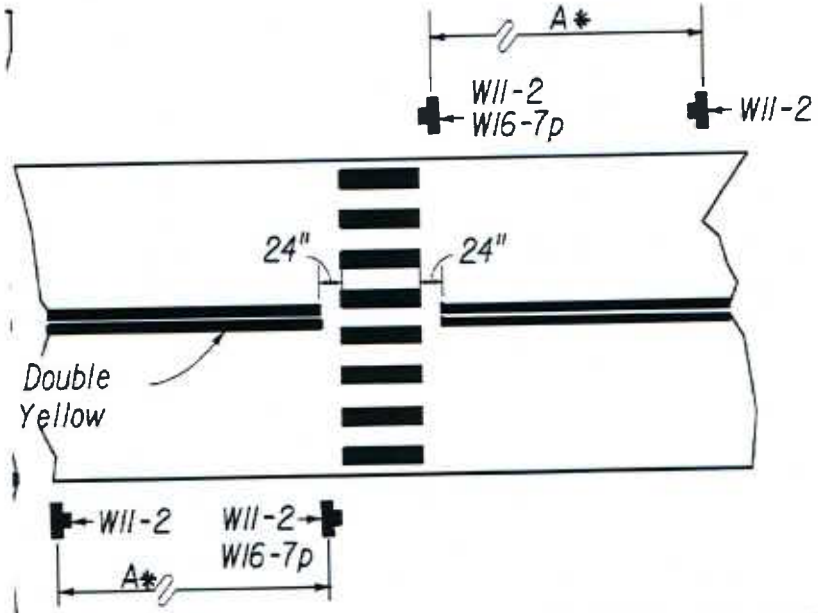
FAIRPOINT DRIVE CROSSWALK - PAGE 2

PLAYGROUND
AHEAD SIGNS
RUMBLE
STRIPS



DANIEL DRIVE RE-STRIPING- PAGE 4

FDOT DESIGN STANDARDS FY 2012/2013 | SINGLE COLUMN GROUND SIGNS | INDEX NO 11860 | SHEET NO. 8



2006 FDOT Design Standards

SPECIAL MARKING AREAS

Last Revision 07/01/05 | Sheet No. 7 of 13 | Index No. 17346

DETAILS- PAGE 5

City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 3/8/2012

Subject: Filling City Council Seat A

City Councilmember Dana Morris tendered his resignation from the Gulf Breeze City Council effective March 28, 2012. He announced this decision at the March 5th City Council meeting.

The City's Charter states, "Vacancies in any office of the City shall be filled by vote of the City Council and such vacancies shall be held until the next general election of the City."

The Council would be expected then to fill the vacancy. The individual appointed would have to file to stand in the election in November, 2012 to continue to hold Seat A. Not filling the position is not consistent with the Charter. Leaving the office vacant may pose difficulties in achieving a quorum if a Council member became ill or was on vacation. There are also a number of issues to be faced in the near future. It may make sense for the Mayor and Councilmembers to place names in nomination at the April 2, 2012 meeting.

RECOMMENDATION:

THAT THE CITY COUNCIL FILL SEAT A AS SOON AS POSSIBLE.

either from among their members or may appoint a mayor from the qualified electors of the city. Should a mayor be appointed from the qualified electors of the city, he shall be the presiding officer of the council and the executive officer of the city, but shall not have the right or power to cast any vote in the deliberations of the city council.

(c) The mayor shall act as executive officer of the city and shall perform the duties commensurate with such office. The mayor pro tem of the city shall be elected by a majority of the council from one of its members within a period of forty-five (45) days after the election. During the absence or disability of the mayor, the mayor pro tem shall act as mayor and shall perform the duties commensurate with such office.

(d) The term of mayor shall be two (2) years, beginning thirty (30) days after the date of election. Terms of each city council office, except the office of mayor, shall be four (4) years. Terms of office for members of the city council, excluding the office of mayor, shall be staggered such that two offices of [the] city council are elected at the general election every two (2) years.

(e) The city clerk, the marshal, deputy marshals and fire marshal shall be appointed by the city council and hold office at the pleasure of the city council, and provided further that no person holding elective office shall be eligible for municipal appointive office.

(f) At the general election on November 3, 1992, two seats of the city council, seats "A" and "B," shall be elected for terms of four (4) years and the candidates elected to those seats shall hold office for the duration of that term. The remaining two seats of the city council, seats "C" and "D," shall be elected for an initial term of two (2) years and the candidates elected to those seats shall hold office for the duration of that term. At the general election in November, 1994, Seats "C" and "D" of the city council shall be elected for terms of four (4) years and the candidates elected to those seats shall hold office for the duration of that term. Thereafter, elections of seats of the city council shall be timed to coincide with general elections in November of even numbered years, and the members of the city council, except the office of mayor, elected at said general elections shall be elected for terms of four (4) years and the mayor elected at said general elections shall be elected for a term of two (2) years. All members of the city council, including the mayor, shall take office thirty (30) days after said general election.

(g) No person shall be elected a member of the council who is not a qualified elector and resident of the city. A member of the council ceasing to possess any of the qualifications specified in this section or convicted of a felony while in office, shall immediately forfeit his office.

(h) Vacancies in any office of the city shall be filled by vote of the city council and such vacancies shall be held until the next general election of the city.

(i) No salary, in excess of one dollar ($1.00) per year, shall be paid to the city council or mayor.

(j) The salary of the city clerk, marshal, deputy marshals and fire marshal shall be set by the city council.

(k) The council shall have the right to remove from office any councilmember or city officer or employee for incompetence, corruption, misconduct, malfeasance or misfeasance in office, or for unreasonable or inexcusable neglect of duty, but only after due notice, and after giving to such person opportunity to be tried and heard in his defense.

(l) The council shall be the judge of the elections and qualifications of all members of the city government and, in such case, shall have power to subpoena witnesses and compel the production of all pertinent books, records and papers; but the decision of the council, in any case, shall be subject to review by the courts. The council shall determine its own rules and order of business and keep a journal of all proceedings. It shall have the power to compel the attendance of absent members, may punish its members for disorderly behavior, and by vote of not less than four (4) members, may expel a member for disorderly conduct or for violation of its rules; but no member shall be expelled unless notified of the charges against him and be given an opportunity to be heard in his own defense.

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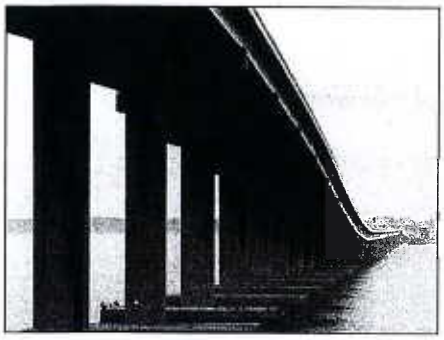
DOT offers Walton more money; County could revisit toll

LAUREN SAGE REINLIE / Daily News
2012-03-06 21:23:46



The Florida Department of Transportation has sweetened its deal with Walton County regarding the U.S. Highway 331 Bridge and may have helped bring the toll option back to the table, county officials said.

DOT Secretary Ananth Prasad agreed at a meeting with county officials in Tallahassee Monday to provide additional funding to widen U.S. 331 if the county comes up with $75 million to expand the bridge, said County Administrator Greg Kisela.

DOT has set aside $102 million to build a second two-lane bridge over Choctawhatchee Bay if the county provides the $75 million, either through a toll or a sales tax increase.

Kisela said the state has now offered an additional $75 to $80 million needed to complete widening the highway from the bridge to Interstate 10 by 2017, which has been a priority for the county for decades.

Without the county's contribution, the DOT has said the funds will be redirected to another part of the state.

"Economically, this is a much better deal for Walton County residents," Kisela said.

The DOT also said that should the county decide to approve a toll for the bridge, they would be willing to offer a discount for local residents.

Commissioners rejected the toll option at a meeting last month.

Instead, they have scheduled a referendum April 24 on a half-cent sales tax increase to fund the bridge.

County commissioners, Rep. Brad Drake, Kisela and several Walton County community members attended the meeting with Prasad and District 3 DOT Secretary Tommy Barfield.

Commissioner Larry Jones was unable to attend.

County officials said the meeting was productive and that DOT officials were receptive to the county's concerns.

What was supposed to be a 15-minute meeting stretched into a conversation lasting more than an hour, Kisela said.

DOT also extended the deadline for a decision from Walton County from June 1 to July 1.

With the new information, commissioners could revisit the toll issue.

"What we have on the table today is a lot different than what we had on the table last week," Kisela said.

Commissioner Sara Comander said she didn't know if commissioners would reconsider allowing a toll on the bridge, but she hopes they will be able to discuss how best to proceed at their meeting next Tuesday.

"The state prefers tolls," she said. "We had voted not to toll originally, but now we have some new

information."

DOT has said that it will not use the toll option unless county commissioners approve it. The toll would be overseen by the state's tolling agency, the Florida's Turnpike Enterprise.

Don Riley, incoming president of the Walton County Taxpayers Association, attended the meeting. The watchdog group had originally stated they did not support a tax or toll for the bridge.

The association is now polling its members to see what they want to support, but Riley said if the state follows through on its promises he will do everything he can to promote a toll to raise the $75 million.

He said he does not believe the sales tax referendum will pass and he doesn't want to see the money go to another part of the state.

"We cannot miss this opportunity," he said. "We can pass on the bridge, but pass on the bridge plus 331? The county cannot afford to do that."

Kisela said he hopes the DOT will present a commitment letter by the end of this week or beginning of next.

"We need to see the letter to see what's the sweet nothing and what's the firm commitment," he said.

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City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

March 7, 2012

To: Edwin Eddy, City Manager

From: Robert Randle, Chief

Re: Highway Safety Grant application

Attached is a Highway Safety Grant we are applying for that would provide for Over Time in the amount of $14,000 for enforcement and education pertaining to seat belt and child safety seat violations. An additional $1,000 would be used to train more child safety seat technicians (officers as well as VIP's). The total grant request is $15,000.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY CONCEPT PAPER

COPY

500-065-17
SAFETY
12/08

Agency: Gulf Breeze Police Department

Concept Paper Title: Occupant Protection Education and Enforcement Program

Amount Requested: 15,000

Priority Area for Concept Paper:

- ☐ Community Traffic Safety
- ☐ Impaired Driving
- ☐ Motorcycle Safety
- ☒ Occupant Protection/Child Passenger Safety
- ☐ Pedestrian/Bicycle Safety
- ☐ Police Traffic Services
- ☐ Roadway Safety
- ☐ Speed/Aggressive Driving
- ☐ Traffic Records

Type of Request:

☒ Initial ☐ Continuation

Type of Project:

☒ Local ☐ Statewide

Head of Agency:

Name: Robert Randle
Title: Chief of Police
Address: 311 Fairpoint Drive
Gulf Breeze, FL 32561
Phone: (850) 934-5121 Extension: _____
E-Mail: rrandle@gulfbreezefl.gov

Project Contact:

Name: Stephen Neff
Title: Sergeant
Address: 311 Fairpoint Drive
Gulf Breeze, FL 32561
Phone: (850) 934-5121 Extension: _____ Fax Number: (850) 934-5127
E-Mail: sneff@gulfbreezefl.gov

FDOT USE ONLY:

Concept Paper Number: _____
Postmark Date: _____
Date Received: _____
Entered Into Database: _____
Assigned Module: _____
Planner Assigned: _____
Date Assigned: _____
Planner Received: _____

Statement of the Problem: (Give details about the traffic safety problem that you want to correct. Include at least three years of crash, injury, fatality, and citation data to show the extent of the problem.)

The City of Gulf Breeze is located in Santa Rosa County between Pensacola and Pensacola Beach. The City of Gulf Breeze has experienced a dramatic increase in the volume of safety belt violations in the last 3 years. The amount of violations recorded in 2011 has drastically increased 61% just in the last year. In 2009, 193 citations were issued for safety belt violations. In 2010, 224 safety belt citations were issued, which was a 16% increase. In 2011, 361 citations for safety belt violations were issued, which is a 61% increase from the previous year.

The average seatbelt usage for those travelling through Gulf Breeze is still below the state average of 88%. In 2009, the seatbelt average usage rate for Gulf Breeze was recorded at 82%. In 2010, the seatbelt average usage rate was 86%. In 2011, the seatbelt average usage rate was 87%. Although the average seatbelt usage rate increased in the last year by 1%, the traffic count travelling through Gulf Breeze going to Pensacola Beach has increased by an anuual count of 290,812 vehicles, which equates to a 7% increase in traffic flow.

Additionally, Pensacola Beach is a popular destination for tourists and attracts thousands of tourists monthly; the amount of traffic passing through the City of Gulf Breeze has dramatically increased over the last three years. Recent DOT surveys show 57,000 vehicles daily passing thorugh the City of Gulf Breeze. The city is bisected by U.S. Highway 98, which is a major artery that serves as the only link between military bases, businesses and tourism in Pensacola, Pensacola Beach and Fort Walton Beach. Gulf Breeze is centered between several military bases. The popularity of Pensacola Beach has increased exponentially. The main thoroughfare to Pensacola Beach is this four lane highway (US Hwy 98) which extends from Pensacola through the heart of Gulf Breeze to Pensacola Beach. The traffic counts for 2008-2011 that passed through Gulf Breeze enroute to Pensacola Beach are as follows:

	2008	2009	2010	2011	2010 vs 2011
JANUARY	206,350	211,213	203,645	221,745	18,100
FEBRUARY	246,629	229,806	216,443	266,299	49,856
MARCH	352,798	339,641	342,404	393,098	50,694
APRIL	358,098	351,102	401,054	424,539	23,485
MAY	386,304	415,328	409,969	431,373	21,404
JUNE	389,074	449,946	425,779	460,056	34,277
JULY	414,721	469,504	424,506	495,364	70,858
AUGUST	347,451	368,815	344,486	390,854	46,368
SEPTEMBER	281,976	298,834	338,276	317,798	-20,478
OCTOBER	259,655	273,354	316,911	302,302	-14,609
NOVEMBER	212,454	229,080	242,474	238,267	-4,207
DECEMBER	206,597	208,100	223,493	238,557	15,064
Annual Totals	3,662,107	3,844,723	3,889,440	4,180,252	290,812

The traffic count totals noted above are only inclusive of the vehicles traveling through Gulf Breeze going to Pensacola Beach and do not account for the large amount of vehicles that travel through Gulf Breeze going towards US Hwy 98 e/b towards Destin and Ft. Walton Beach.

The population in Santa Rosa County has been on the increase for the last many years. The last decade reported a 29% increase in population size for Santa Rosa County.

The last 3 years of traffic fatality records showed that occupants not wearing their seatbelts at the time of crash, where at least one fatality occurred within the crash, in Santa Rosa County has drastically increased in the past year. In fatal crashes for the year of 2011, the number of persons properly buckled in their vehicle was only 49%. That's leaves a 51% of occupants involved in these crashes were not buckled properly. In fatal crashes for the year of 2010, the number of persons properly buckled in their vehicle was only 73%. That's leaves a 27% of occupants involved in these crashes were not buckled properly. In fatal crashes for the year of 2009, the number of persons properly buckled in their vehicle was only 59%. That's leaves a 41% of occupants involved in these crashes were not buckled properly. These totals are inclusive of all passenger ages and restraint systems.

Proposed Solution: (Explain the countermeasures that you plan to implement to correct the problem and how the funding that you have requested will support those countermeasures.)

The Gulf Breeze Police Department will implement an occupant protection program in our local high school, Gulf Breeze High School, in Santa Rosa County. We will help educate the community on the importance of wearing a safety belt for every occupant in a motor vehicle. Gulf Breeze Police Department's Occupant Protection Program will partner with faithbased organizations to conduct safety belt awareness programs, to include child safety seat installations. The Gulf Breeze Police Department will provide presentations on the importance of buckling up, distribute public information and education materials, disseminate press releases of mobilizations and educational efforts to the media market. These press releases will include information regarding special events, announcements, and upcoming enforcement efforts, etc. The Gulf Breeze Police Department will deploy patrol units to seek out and enforce the safety belt and child restraint laws. The Gulf Breeze Police Department will participate in fairs, community events, school functions, etc. to promote safety belt usage. We will post signs that promote safety belt use and signs that indicate the necessity of safety belt usage. The Gulf Breeze Police Department will also utilize a message board to communicate a periodic reminder for everyone in Gulf Breeze to buckle up. The Gulf Breeze Police Department participated in all FDOT sponsored enforcement waves during 2009, 2010 and 2011 and will participate in all of the 2012 enforcement waves. We are committed to enforcing these laws and reporting the data on time. Gulf Breeze Police Department will continue to issue safety belt and child restraint citations.

Project Objectives: (List the short term goals that you have for the project. Some should be quantifiable, such as, "To reduce the number of people killed and injured in crashes by 5% compared to last year's statistics.")

To increase safety belt use in Gulf Breeze by 3% by June 2013.

To increase enforcement of Florida's safety belt and child restraint laws.

To raise public awareness about safety belts and child safety seats.

To participate in 10 community events and/or high school aged campagins promoting occupant protection safety.

Evaluation: (Explain how you will determine if the project is a success.)

Record the number of safety belt citations issued.

Record the number of child restraint citations issued.

Record the number of occupant protection presentations conducted.

Record the number of community events/child safety seat installations participated in promoting occupant protection safety.

Conduct pre and post safety belt use observational surveys.

Participate in all Florida "Click it or Ticket" safety belt campagins.

CONCEPT PAPER BUDGET

List each item for which you are requesting funding and the estimated cost of the item(s). Equipment that has a unit cost of $1,000 or more should be listed in the Operating Capital Outlay section.

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	MATCH	
			STATE	LOCAL
A. Personnel Services				
Overtime for enforcement & education	$14,000	$14,000	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$14,000**	**$14,000**	**$ 0**	**$ 0**
B. Contractual Services				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
C. Expenses				
Education expenses for child safety seat technicians (instructor fee and registrations)	$1,000	$1,000	$0	$0
	$ 0		$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$1,000**	**$1,000**	**$ 0**	**$ 0**

CONCEPT PAPER BUDGET

BUDGET CATEGORY	TOTAL	FEDERAL FUNDING	MATCH	
			STATE	LOCAL
D. Operating Capital Outlay				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
E. Indirect Cost				
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
	$ 0	$0	$0	$0
Subtotal	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Total Cost of Project	**$15,000**	**$15,000**	**$ 0**	**$ 0**