

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

MAY 2, 2012  
WEDNESDAY 6:30 P.M.  
COUNCIL CHAMBERS

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Proclamation Congratulating Gulf Breeze Hospital for Receiving the Prestigious 100 Top Hospitals award by Thompson Reuters
- B. Discussion and Action Regarding Proclamation Declaring the Week of May 7, 2012 to May 11, 2012 as Teacher Appreciation Week
- C. Discussion and Action Regarding Proclamation Declaring the Month of May to be Civility Month
- D. Discussion and Action Regarding Ordinance No. 04-12, Amending Section 20-112 of the Code of Ordinances Relative to Expiration of Special Exceptions and Variances - Second Reading and Public Hearing
- E. Discussion and Action Regarding Special Event Request from Cap't Fun Runners for Annual 5K run, Saturday, August 4, 2012 - 7:30 a.m.
- F. Discussion and Action Regarding South Santa Rosa Utility System Board Recommendations
  - I. Concrete Water Main Replacement
  - II. CNG Camera Van Purchase
- G. Discussion and Action Regarding Fire Hydrant Replacements
- H. Discussion and Action Regarding Proposed Modification to Existing Solid Waste Franchise Contract
- I. Discussion and Action Regarding Settlement of Ethics Complaint, Peter Paulding
- J. Discussion and Action Regarding Pensacola Beach Natural Gas System: Non-Exclusive Franchise Escambia County Ordinance 2012-7
- K. Discussion and Action Regarding Board Appointments

- L. Discussion and Action Regarding Scheduling Town Meeting for Monday, May 7, 2012 at 6:00 p.m.
- M. Discussion and Action Regarding Appointment to Fill City Council Seat A
- N. Discussion and Action Regarding Appraisal of Parcels, the Former Circle K Property and the Chamber Property, Community Redevelopment Agency
- O. Discussion and Action Regarding City of Gulf Breeze Master Planning Invoice from VHB MillerSellen
- P. Information Items

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

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



# *City of Gulf Breeze*

## **PROCLAMATION**

**WHEREAS**, Gulf Breeze Hospital was announced as one of the Thomson Reuters 100 Top Hospitals, a study that recognizes facilities that deliver higher quality and more efficient care than other hospitals of similar size or teaching status: and,

**WHEREAS**, Thomson Reuters is the worlds leading source of intelligent information for businesses and professionals; and,

**WHEREAS**, The 100 Top Hospitals study uses objective research and independent public data to recognize hospitals on measures of overall organization, performance, including patient care, operational efficiency, and financial stability, and,

**WHEREAS**, Gulf Breeze Hospital was one of 2,886 short-term, acute care, non-federal hospitals evaluated for this prestigious award.

**WHEREAS**, Gulf Breeze Hospital demonstrates that high-quality patient outcomes can be achieved while improving efficiency; and,

**WHEREAS**, Since opening its doors in 1985 in the City, Gulf Breeze Hospital has provided superior service and has strived to improve the quality of life for the people and the community it serves.

**NOW, THEREFORE**, I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, encourage the citizens of Gulf Breeze to join myself and the City Council in congratulating Gulf Breeze Hospital for receiving the prestigious 100 Top Hospitals award by Thompson Reuters.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this \_\_\_\_ day of May, 2012.

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Marita Rhodes, City Clerk

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Beverly H. Zimmern, Mayor



## Gulf Breeze Hospital Named to *Thomson Reuters 100 Top Hospitals®* List

This week Gulf Breeze Hospital was announced as one of *Thomson Reuters 100 Top Hospitals®*, a study that recognizes facilities that deliver higher quality and more efficient care than other hospitals of similar size or teaching status.

The Thomson Reuters 100 Top Hospitals study uses objective research and independent public data to recognize the best U.S. hospitals. Hospitals do not apply and winners do not pay to market this honor. The study evaluates hospitals on measures of overall organization performance, including patient care, operational efficiency, and financial stability.

In a press release yesterday, Thomson Reuters stated: "Identified from nearly 3,000 U.S. hospitals, our award winners demonstrate that high-quality patient outcomes can be achieved while improving efficiency." The study cited analysis of Medicare inpatients over one year, and showcased the results that would be achieved if all hospitals performed at the same level as the 100 Top Hospitals award winners:

- More than 186,000 additional lives could be saved.
- Approximately 56,000 additional patients could be complication-free.
- More than \$4.3 billion could be saved.
- The average patient stay would decrease by nearly half a day.

"This is an honor about which our entire region can be proud," said Bob Harriman, senior vice president of Baptist Health Care and administrator of Gulf Breeze Hospital and the Andrews Institute. "It is external validation of our focus on quality, patient safety, stewardship of scarce resources and commitment to the Baptist Health Care Mission and our community. I am so proud of the outstanding teamwork, dedication and professionalism of Gulf Breeze Hospital's team members who are committed to providing excellent care and service to our patients and community every day."

The Thomson Reuters 100 Top Hospitals study evaluates performance in 10 areas: mortality; medical complications; patient safety; average patient stay; expenses; profitability; patient satisfaction; adherence to clinical standards of care; post-discharge mortality; and readmission rates for acute myocardial infarction (heart attack), heart failure, and pneumonia. The study has been conducted annually since 1993.

To conduct the 100 Top Hospitals study, Thomson Reuters researchers evaluated 2,886 short-term, acute care, non-federal hospitals. They used public information — Medicare cost reports, Medicare Provider Analysis and Review (MedPAR) data, and core measures and patient satisfaction data from the Centers for Medicare and Medicaid Services (CMS) Hospital Compare website.

The winning hospitals were announced in the April 16 edition of *Modern Healthcare* magazine.

"This year, the concentration of 100 Top Hospitals award winners has shifted significantly, with Texas, Florida, and California housing the most winners," said Jean Chenoweth, senior vice president at Thomson Reuters. "A major change in performance geographically is an encouraging indication that the bar for quality care has been raised once again."

To learn more about the Thomson Reuters 100 Top Hospitals and see the full winners list, visit [www.100tophospitals.com](http://www.100tophospitals.com).

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# 100 TOP HOSPITALS\*

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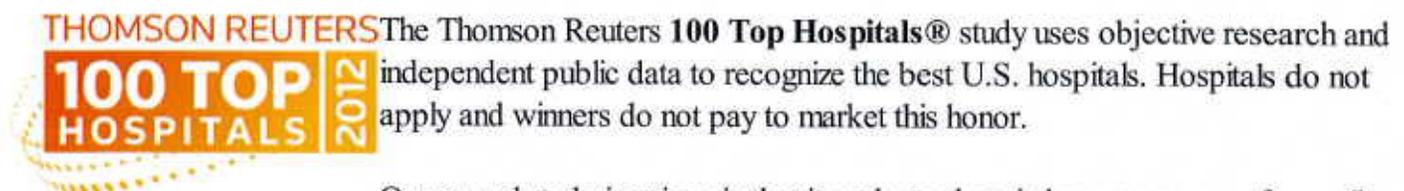
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## TOP NATIONAL HOSPITALS

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### TOP NATIONAL HOSPITALS



The Thomson Reuters **100 Top Hospitals®** study uses objective research and independent public data to recognize the best U.S. hospitals. Hospitals do not apply and winners do not pay to market this honor.

Our annual study is unique in that it evaluates hospitals on measures of overall organization performance, including patient care, operational efficiency, and financial stability. It compares hospitals only against similar facilities in terms of size and teaching status.

Identified from nearly 3,000 U.S. hospitals, our award winners demonstrate that high-quality patient outcomes can be achieved while improving efficiency. If all hospitals performed at the same level as the 100 Top Hospitals award winners\*:

- More than 186,000 additional lives could be saved.
- Approximately 56,000 additional patients could be complication-free.
- More than \$4.3 billion could be saved.
- The average patient stay would decrease by nearly half a day.

\*Based on analysis of Medicare inpatients over one year.

### STUDY DETAILS

- RELEASE DATE: April 16, 2012

To qualify: General and applicable specialty, short-term, acute-care, non-federal U.S. hospitals treating a broad



## Our Mission

The mission of Baptist Health Care is to provide superior service based on Christian values to improve the quality of life for people and communities served.

## Our Values

### Integrity

Maintaining the highest standards of behavior. Encompasses honesty, ethics, and doing the right things for the right reasons.

### Vision

The ability and willingness to look forward to the future and make decisions necessary to accomplish important goals.

### Innovation

Capable of extraordinary creativity and willing to explore new approaches to improving quality of life for all persons.

### Superior Service

Committed to providing excellent service and compassionate care.

### Stewardship

Dedicated to responsible stewardship of Baptist Health Care's assets and financial resources, and to community service.

### Teamwork

An Abiding respect for others, and a sustaining commitment to work together.

## Our Vision

The vision of Baptist Health Care is to be the best health system in America.

Baptist Health Care is an equal opportunity employer and provides care to all in need regardless of ability to pay, gender, race, creed, ethnic background or diagnosis

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1985  
EBIT  
opens -  
1951 Baptist  
Hosp open  
w/100 beds



# *City of Gulf Breeze*

## **PROCLAMATION**

**WHEREAS**, professional educators and staff help to open children's minds to the magic of ideas, knowledge, and dreams; and,

**WHEREAS**, all educators keep American democracy alive by laying the foundation for good citizenship; and,

**WHEREAS**, professional educators fill many roles, as listeners, explorers, role models, motivators, and mentors; and,

**WHEREAS**, educators continue to influence us long after our school days are only memories;

**NOW, THEREFORE, BE IT PROCLAIMED** I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, do hereby declare the week of May 7, 2012 to May 11, 2012

## ***TEACHER APPRECIATION WEEK***

Throughout the City of Gulf Breeze, Florida and to urge citizens to observe this week by taking the time to recognize and acknowledge the impact of teachers, substitute teachers and educational staff on our lives.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this \_\_\_\_\_ day of May, 2012.

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

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



# *City of Gulf Breeze*

## *PROCLAMATION*

*WHEREAS*, the open exchange of public discourse is essential to the democratic system of government; and

*WHEREAS*, as a cornerstone of democracy Americans have observed certain rules of behavior generally known as civility; and

*WHEREAS*, civility, derived from the Latin words "civitas" meaning city and "civis" meaning citizen, is behavior worthy of citizens living in a community or in common with others; and

*WHEREAS*, displays of anger, rudeness, ridicule, impatience, and a lack of respect and personal attacks detract from the open exchange of ideas, prevent fair discussion of the issues, and can discourage individuals from participation in government; and

*WHEREAS*, civility can assist in reaching consensus on diverse issues and allow for mutually respectful ongoing relationships; and

*WHEREAS*, civility can uplift our daily life and make it more pleasant to live in a organized society; and

*WHEREAS*, the City, County and Local Government Law Section of The Florida Bar urges the adoption of a pledge of civility by all citizens in the State of Florida.

*NOW, THEREFORE, BE IT PROCLAIMED*, I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, do hereby declare the month of May to be

## *CIVILITY MONTH*

Throughout the City of Gulf Breeze, Florida and calls upon all citizens to exercise civility toward each other.

*IN WITNESS WHEREOF*, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

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



# CITY, COUNTY AND LOCAL GOVERNMENT LAW SECTION

www.locgov.org

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(813) 229-4245  
ktinkler@carltonfields.com

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(407) 836-7320  
vivien.monaco@ocfl.net

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Key West, FL 33040-8347  
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*Terms Expiring 2012:*

**District 2**

Jeannine Smith Williams  
St. Petersburg  
(727) 893-7401

**District 4**

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Ft. Lauderdale  
(954) 357-7600

*Terms Expiring 2013:*

**District 1**

Glenn E. Thomas  
Tallahassee  
(850) 222-5702

*Terms Expiring 2014:*

**District 3**

David C. Miller  
Miami  
(305) 374-7349

**District 5**

Dana L. Crosby-Collier  
Orlando  
(407) 836-7320

*Terms Expiring 2012*

**At-Large Members:**

Paul Bangel  
Fort Lauderdale  
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Virginia (Ginger) Saunders Delegal  
Tallahassee  
(850) 922-4300

Michele Lieberman  
Lecanto  
(352) 527-2534

Maggie Mooney-Portale  
Bradenton  
(941) 708-4040

Mark CS Moriarty  
Ft. Myers  
(239) 321-7056

Nancy Stuparich  
Tampa  
(786) 246-0635

**Ex-Officio Members:**

All Past Chairs

**PROGRAM ADMINISTRATOR:**

Ricky D. Libbert  
The Florida Bar  
rlibbert@flabar.or



April 13, 2012

Re: Proclamation and Pledge of Civility for the Month of May

Dear Madam/Sir:

The attorneys of the City, County and Local Government Law Section of The Florida Bar ask your local government to join with other cities and counties throughout the State of Florida in proclaiming May as "Civility Month."

Civil discourse is a cornerstone of American democracy and is a vital ingredient to successful local governance. The attorneys of the City, County and Local Government Law Section of The Florida Bar ask you to renew the pledge of public conduct that your local government may have adopted in prior years.

A sample proclamation is enclosed for your use. We are asking all local governments in Florida to adopt such a proclamation to help to uplift the tone and conduct in public meetings throughout the State. We join with our public officials in urging all citizens to exercise civility toward each other throughout the year as they participate in Florida's democratic process.

If you choose to adopt the proclamation, please send us a copy to: Ricky Libbert, The Florida Bar, 651, E. Jefferson St., Tallahassee, Florida 32399-2300, rlibbert@floridabar.org

Thank you for your attention to this important matter and for your dedicated public service.

Sincerely,

Kenneth A. Tinkler  
Chair

Enclosure

KLCTh1.doc



# City of Gulf Breeze

## Memorandum

**To:** Mayor and City Council

**From:**  Kevin A. Eddy, City Manager

**Date:** 4/26/2012

**Subject:** Ordinance 04-12, Amending Section 20-112 of the Code of Ordinances Relative to Expiration of Special Exceptions and Variances

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Attached is a copy of the Ordinance referenced above. This Ordinance was approved on First Reading on April 23, 2012. The purpose of this Ordinance is to change the Code to allow a Special Exception or Variance to continue for a period of two years beyond the destruction of a building on site rather than requiring the owner to go through the Special Exception or Variance process again if the building is destroyed.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON MAY 7, 2012 AND APPROVE ORDINANCE 04-12 ON SECOND AND FINAL READING.**



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: April 4, 2012

**SUBJECT: VARIANCE EXPIRATION**

As you are aware, several weeks ago Mr. Belie Williams approached the City Council with a request to change the zoning designation on the parcel(s) of property that make up The Villas at Gulf Breeze.

The driving force behind Mr. Williams' request was his attempt to refinance the mortgage through Housing Urban Development (HUD). Because the project received several variances when originally developed, HUD wanted written confirmation that the variances would remain in force if the building were destroyed. Unfortunately, the City is unable to provide such confirmation because of the City's Land Development Code (LDC) contains a provision that if any building or structure for which a special privilege has been granted is removed, destroyed or abandoned, the variance or special exception becomes null and void.

During the City Council meeting or shortly thereafter, it was suggested that the best course of action would be to change the LDC so that there would be a two year expiration grace period for variances in those instances when a building or structure is destroyed by acts of God or other circumstances beyond the owner's control.

Staff has amended the appropriate Section of the LDC and has submitted the proposed language to the City Attorney for review.

**Sec. 20-112. Expiration of special exceptions and variances.**

If any building or structure for which a special privilege has been granted is removed, destroyed or abandoned, the variance or special exception becomes null and void.

The preceding sentence notwithstanding, if any building or structure for which a special privilege or variance has been granted is damaged or destroyed by an act or acts of God or other circumstances beyond the owner's control, the special exception or variance shall remain in force and the building or structure can be replaced provided: (i) it is rebuilt in the same location; (ii) it is rebuilt with the same dimension, height and density and/or floor area; (iii) the principal use of the building(s), structure(s) and property remain the same; (iv) it is rebuilt within two (2) years of the date it was damaged or destroyed.

Provided that the language is acceptable to the City Attorney, the City Council needs to approve the change. If the City Council approves the proposed language as submitted, staff will prepare the ordinance for first reading at the Regular City Council Meeting scheduled for Monday, April 16, 2012.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PROPOSED LANGUAGE AS SUBMITTED AND STAFF WILL PREPARE THE ORDINANCE FOR FIRST READING AT THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR MONDAY, APRIL 16, 2012.**

CSC



# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: April 4, 2012

**SUBJECT: ORDINANCE 04-12**

Attached, please find a draft copy of Ordinance 04-12 pertaining to the expiration of special exceptions and variances. The City Council directed staff to prepare the Ordinance at the April 11, 2012 Executive Session.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 04-12 ON FIRST READING ON APRIL 23, 2012 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON MAY 7, 2012.**

attachments  
CSC

## ORDINANCE NO. 04-12

**AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO EXPIRATION OF SPECIAL EXCEPTIONS AND VARIANCES; AMENDING SECTION 20-112 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze has adopted certain, rules, regulations and procedures relative to special exceptions and variances; and,

**WHEREAS**, the City Council desires to adjust the rules, regulations and procedures relative to the expiration of special exceptions and variances.

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

**SECTION 1** - Section 20-112 is hereby amended to read as follows:

### **Sec. 20-112. Expiration of special exceptions and variances.**

If any building or structure for which a special privilege has been granted is removed, destroyed or abandoned, the variance or special exception becomes null and void.

The preceding sentence notwithstanding, if any building or structure for which a special privilege or variance has been granted is damaged or destroyed by an act or acts of God or other circumstances beyond the owner's control, the special exception or variance shall remain in force and the building or structure can be replaced provided: (i) it is rebuilt in the same location (ii) it is rebuilt with the same dimension, height and density and/or floor area, (iii) the principal use of the building(s), structure(s) and property remain the same (iv) it is rebuilt within two (2) years of the date it was damaged or destroyed.

### **SECTION 4 - SEVERABILITY**

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

### **SECTION 5 - CONFLICT**

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

**SECTION 6 - EFFECTIVE DATE**

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

PASSED ON THE FIRST READING ON THE 23<sup>RD</sup> DAY OF APRIL, 2012.

ADVERTISED ON THE ON THE 26<sup>TH</sup> DAY OF APRIL, 2012.

PASSED ON THE SECOND READING ON THE 7<sup>TH</sup> DAY OF MAY, 2012.

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

ATTESTED TO BY:

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



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief *pk*

Date: April 23, 2012

Ref: Special Event Application

The Cap't Fun Runners have submitted an application for their annual 5K run from the Rec Center to the beach. The run will be on Saturday, August 4, 2012 and will begin at 7:30am. The race coordinator expects approximately 1200- 1400 participants. This run does not require much manpower. On duty, auxiliary and part time officers will be utilized.

**RECOMMENDATION:** That the City Council approves 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**

  
\_\_\_\_\_  
Applicant's Signature      4/23/12  
Date





# *City of Gulf Breeze*

## POLICE DEPARTMENT

PETER R. PAULDING  
*Chief of Police*

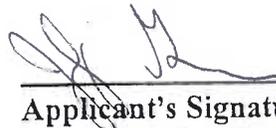
### CITY OF GULF BREEZE

#### 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.

- (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.

  
\_\_\_\_\_  
Applicant's Signature                      Date                      4/23/12

  
\_\_\_\_\_  
Police Department's Approval                      Date                      4-23-12

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

4/23/12

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Capt N Fun Runners  
Address PO Box ~~200~~ 2001, Pensacola, FL 32513

2. PERSON REQUESTING PERMIT:

Name Johnny Graves  
Address 1425 Bahia Dr, Navarre, FL 32566  
Phone 939-8073, c 982-1091

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

Name same as above  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

4. DATE, HOURS AND LOCATION OF EVENT:

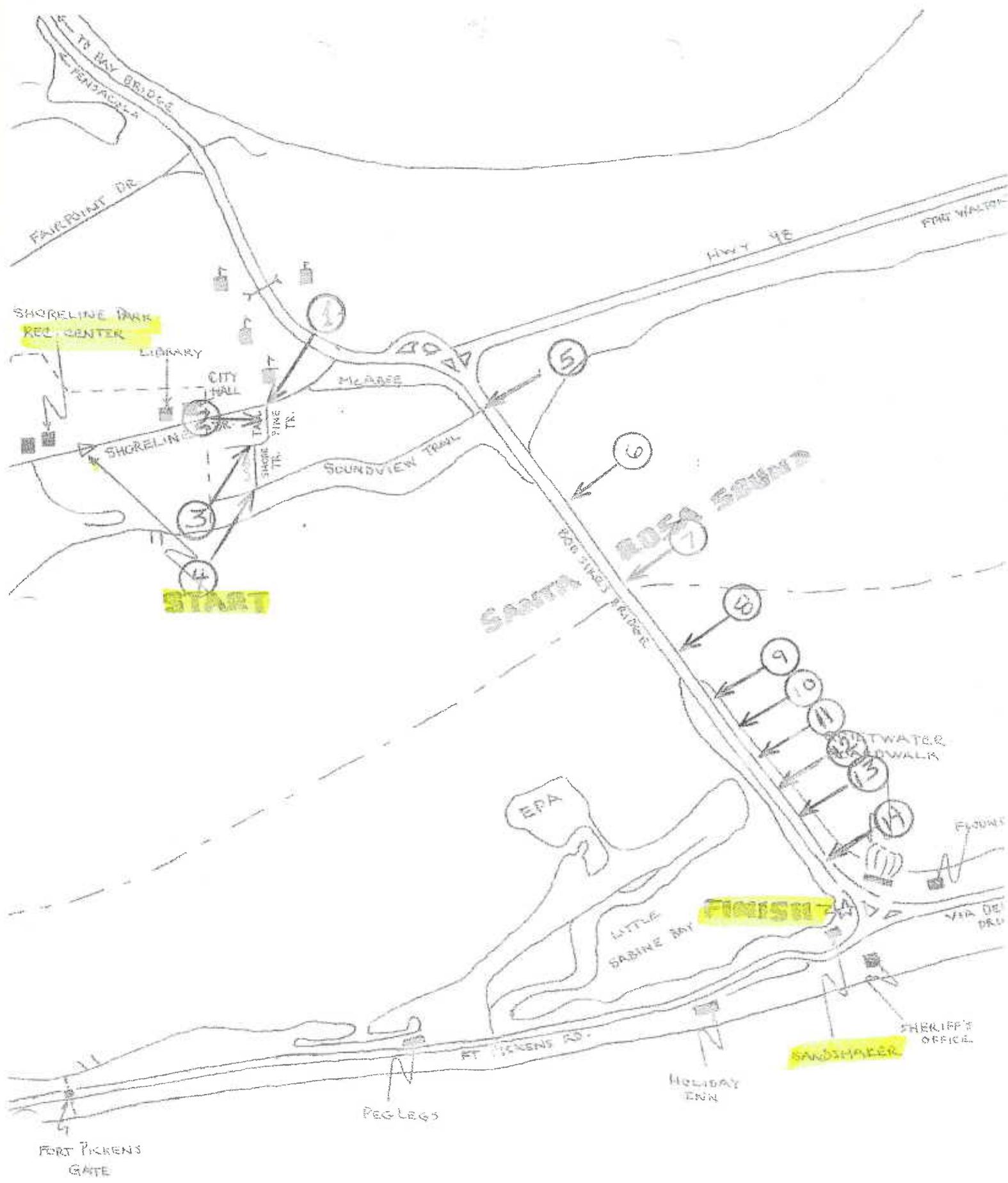
August 4, 2012  
Race starts at Shoreline Park Rec Center  
at 7:30 AM

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

[Signature] 4-23-12  
Applicant's Signature/Date

[Signature] 4-23-12  
Police Department's Approval/Date

\_\_\_\_\_  
City Manager's Approval/Date



GULF OF MEXICO

# Memorandum

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**To:** SRIA & City of Gulf Breeze  
**CC:** Glenn Windham  
**From:** Johnny Graves  
**Date:** 4/23/2012  
**Re:** 5K Run- August 4, 2012

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The run starts at the South Santa Rosa Recreation Center on Shoreline Drive in Gulf Breeze. The race will proceed east on Shoreline to Tall Pine Trail and loop through the neighborhood to Pensacola Beach Boulevard. The race continues across the Bob Sikes Bridge and finishes across from the Boardwalk at the Visitor's Information Center.

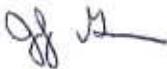
Only the far right lane will be used once the runners get to Pensacola Beach Boulevard and continue across the bridge. The entire length of the course from that point to the finish will be coned off to separate runners from the traffic flow. The Capt'n Fun Runners will coordinate this flow with the Gulf Breeze Police Department (Chief Randle) and the Escambia County Sheriff's Department (Lee Weston). The Capt'n Fun Runners will also coordinate the medical and aid support with Pensacola Beach Fire Department (Chief Grace).

We will **NOT** go through the intersection of Pensacola Beach Boulevard and Fort Pickens Road. We will turn into the Visitor's Center parking lot just before the marquee sign.

The race will be coordinated by the Capt'n Fun Runners and will benefit the Big Brothers/Big Sisters of Northwest Florida Organization.

If you need any additional information, please contact me.

Thank you,



Johnny Graves

Home 939-8073

Cell 982-1071



# Summer 2012

## BUSHWACKER 5K

Benefits Big Brothers Big Sisters of N.W.F.



**DATE & TIME:** Saturday, August 4, 2012 at 7:30 A.M.

**PLACE:** Portofino Boardwalk (Quietwater Beach across from Visitor Information Center @ light), Pensacola Beach, FL.

**COURSE:**

A point to point 3.1 mile (Certified 5k, 10048EBM) course starting at South Santa Rosa Rec. Center (Shoreline Park), Shoreline Dr., Gulf Breeze. Proceeding east on Shoreline Dr. to Tall Pine Trail looping thru neighborhood to Bob Sikes Bridge and finishing across from the Boardwalk area at Visitor Information Center on Pensacola Beach. Splits at each mile. Water and Aid Stations at 1 mile and 2.5 miles. Course will close to participants and open to traffic after 45 minutes. (Please no pets, skates, roller blades or baby joggers, etc.)

**PARKING & TRANSPORTATION:**

Free bus transportation from Pensacola Beach to starting line will run from 6 AM to 7:00 AM. **(LAST BUS LEAVES THE BEACH AT 7:00 AM)**. Participants should park at Pensacola Beach and ride buses to start. There will be NO transportation returning to Gulf Breeze after the race.

**Tank Top Shirts** guaranteed to all our Pre-Registered participants in our usual tropical style with toucans.

**ENTRY FEES:**

**Register online at:**

<[www.active.com](http://www.active.com)> key word search "Bushwacker 5K"

\$20.00 Pre-Registration **POSTMARKED by Sat, July 28.**

\$25.00 Late Registration thru Friday, Aug, 3th.

\$25.00 Race Day Sat. Aug 4. (NO SHIRT)

**Register in person thru Sat, July 28 at:**

Running Wild, 3012 East Cervantes St, Pensacola

**LATE REGISTRATION & PACKAGE PICKUP:**

Thursday, Aug 2th, 4 P.M. To 7 P.M. - Pensacola

Running Wild, 3012 East Cervantes St

Friday, Aug 3rd, 4 P.M. To 7:00 P.M. - Pensacola Beach

Capt'n Fun Beach Club, Portofino Boardwalk, Pensacola Beach.

Saturday, Aug 4th, 6 A.M. To 7 A.M. **SHARP!** Pensacola Beach

At Hooters/Bamboo Willies deck on Portofino Boardwalk

Pensacola Beach.

**AWARDS:**

5 K Run Awards to Overall Male & Female, Master Male & Female (40+), Grandmaster Male & Female (50+), Senior Grandmaster Male & Female (60+), Male & Female Wheelchair., and top three in Age Divisions (0-9, 10-14, 15-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79, 80+).

5K Race Walker Awards to top 5 Males & 5 Females. No age group awards.

**POST RACE PARTY:**

8 A.M. To 11 A.M. Capt'n Fun Beach Club, Portofino Boardwalk Pensacola Beach. Wear your bib for free refreshments.

Food! Fun! Refreshments! Music & Party.

**RUN INFORMATION:**

Visit <[www.captinfun.net](http://www.captinfun.net)> for prior year results, photos and updates.

E-mail contact : <[beachbud7@bellsouth.net](mailto:beachbud7@bellsouth.net)>

Johnny Graves (850) 939-8073, Navarre Beach

Big Brothers Big Sisters (850) 433-KIDS, Pensacola

Web Sites <[www.captinfun.net](http://www.captinfun.net)> or <<http://www.eventtiming.com>>

Mail Registration to : Big Brothers Big Sisters of NWF

1149 Creighton Road, Suite 1

Pensacola FL 32504

Register on-line at <[www.active.com](http://www.active.com)> key word search "Bushwacker 5K"

**Accommodations:**

If you need help with accommodations on the beach we suggest contacting the Visitor Information Center on Pensacola Beach. They have the latest on what is open and keep up with availability. Toll Free (800) 635-4803 or (850) 932-1500

or email <[beachbud7@bellsouth.net](mailto:beachbud7@bellsouth.net)>

or website <<http://www.visitpensacolabeach.com>>

**A Big Thanks to our Sponsors!!** Capt'n Fun Beach Club, Domino's Pizza in Gulf Breeze, Running Wild, Walt Graham Food Brokerage.

**IMPORTANT NOTE:**  
THERE WILL BE **NO REGISTRATION RACE DAY AT THE STARTING AREA IN GULF BREEZE. YOU MUST REGISTER IN THE FINISH AREA AT PORTOFINO BOARDWALK (QUIETWATER BEACH) ON PENSACOLA BEACH.**

### Bushwacker 5K Summer 2012

Early Registration \$20.00

Late (after Jul 28) \$25.00

Day of Race \$25.00 (NO SHIRT)

No Shirt Option Subtract \$5.00 (Except Day of Race)

Note!! Race Day Registration at Portofino Boardwalk on Pensacola Beach only.

RUN:  (COMPETITIVE RUNNERS AND CASUAL JOGGERS)

WALK:  (COMPETITIVE AND CASUAL WALKERS) NO RUNNING WALKING ONLY

WHEELCHAIR:

Race Number

Official Use Only

LAST NAME

FIRST NAME

MALE

FEMALE

AGE

BIRTHDATE:

MONTH

DAY

YEAR

CIRCLE SHIRT SIZE:

S

M

L

XL

ADDRESS

CITY

ST

ZIP CODE

PHONE NUMBER

E-MAIL

Waiver: (Mandatory) In consideration of your acceptance of my entry, I intend to be legally bound for myself, my heirs, executors and administrators, do hereby discharge the Capt'n Fun Runners Inc., Quietwater Beach Boardwalk, Quietwater Entertainment Inc, Capt'n Fun Beach Bar, Big Brothers Big Sisters of NWF and all sponsors from any liability arising from illness, injuries and damages I may suffer as a result of my participation in this event. I attest and verify that I am physically fit and have sufficiently trained for the competition of the event. I further grant full permission to any and all foregoing to use photographs, video tapes or recordings or any other record of this event for any purpose whatsoever.

SIGNATURE: \_\_\_\_\_

(Signature of parent if entrant is under 18)

DATE: \_\_\_\_\_

Make checks payable to: Bushwacker 5K

Mail to: Big Brothers Big Sisters of NWF, 1149 Creighton Road, Suite 1 Pensacola, FL 32504



# City of Gulf Breeze

## MEMORANDUM

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

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

**DATE:** April 20, 2012

**RE:** SSRUS Board Recommendations

A handwritten signature in blue ink, appearing to be "T. Lambert", is located to the right of the "FROM:" line.

The following recommendations were made by the SSRUS Board at their April 9, 2012 meeting.

### Franchise Release

The City received a request to release a portion of its water franchise as the project has a Midway Water System main available at the site for construction. However, the staff and the SSRUS Board believe it in the best interest of the utility to extend our water main, serve the new subdivision and retain the customer base.

**RECOMMENDATION: SSRUS Board Recommend to City Council the request to release the Village at Grand Ridge from the SSRUS water franchise be denied and that Fabre Engineering to authorized to complete design and permitting of the water main extension needed to serve the project at a cost not to exceed \$4,500.**

### Concrete Water Main Replacement

The Utility has budgeted \$70,000 for water system improvements, that staff intends to use for concrete main replacement. Concrete water mains are the source of most of the leak repairs the Utility does. The Utility has a concrete main replacement plan that was last utilized in 2004 Coronado Drive water main replacement. Staff would like to continue this replacement program.

The total cost of construction will likely be more than \$100,000, however the project is large enough that it will overlap two fiscal years, therefore we will budget additional money for this project in the fiscal year 2013.

**RECOMMENDATION: The SSRUS Board recommends that the City Council authorize Polyengineering, Inc. to begin work on the design of the 2012 concrete water main replacement project for a fee of \$15,000.**

### **CNG Camera Van Purchase**

The Utility's Sewer Line Camera Van is a Dodge 2000 year model with 19,000 miles. While the total miles are low, the operating hours are far greater as the van is required to idle extensively when used in this capacity. Staff believes that replacing the 12 year old gasoline van with a new CNG van would be an ideal application due to the prolonged idling and since the duty cycle of the unit should exceed 10 years. The savings would be about \$2,000 per year

Staff recommends using the existing bid from October 2011 to purchase the van from existing SSRUS capital budget and purchase/upgrade our camera equipment in the F/Y 2013 budget.

**RECOMMENDATION: The SSRUS Board recommends that the City Council to purchase (1) 2500 CNG Chevrolet van as in accordance with the previously awarded CNG van bid from Bartow Chevrolet in the amount of \$35,424.00**



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** April 5, 2012  
**RE:** Franchise Release Request – the Village at Grand Ridge

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memo.

We have received a request from Adam's Homes to release a small portion of the SSRUS water franchise to be served by Midway Water System. The Board asked to delay this item pending decisions on hydraulic system improvements that might make the Utility water line available to this project.

We have evaluated the hydraulic improvements needed to be nearly \$400,000, and staff wishes to break that project into pieces and proceed at a slower pace than the developer would require. If the Utility were to do only the portion required to serve this project, the cost would be at least \$27,000 with only \$31,500 collected in impact fees eventually.

**RECOMMENDATION: SSRUS Board Recommend to City Council the request to release the Village at Grand Ridge from the SSRUS water franchise be denied and that Fabre Engineering to authorized to complete design and permitting of the water man extension needed to serve the project at a cost not to exceed \$4,500.**



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** February 13, 2012  
**RE:** Franchise Release Request – the Village at Grand Ridge

We have received a request from Adam's Homes to release a small portion of the SSRUS water franchise to be served by Midway Water System. This is a continuation of the Grand Ridge development, where SSRUS also released a portion of its franchise to Midway Water Service. The project will have 14 townhome lots.

Attached is a drawing showing the Grand Ridge Subdivision, the previously released area and the currently requested area. When the Grand Ridge subdivision was developed, the water, sewer, drainage and roadway systems were all designed to accommodate this townhouse development in the future. If SSRUS wants to serve the area, the utility or the developer would have to install 140 feet of directional bore under U.S. 98 and an additional 360 feet of pipe. The developer has indicated any additional cost and delays would likely put the project on hold indefinitely.

However, SSRUS will receive the sewer tap fees and the future sewer usage. Staff has discussed the ramifications of both serving and declining to serve the area. The water tap fees of approximately \$31,500 would be consumed by the cost of constructing the water main. On the other hand, the utility is contemplating a main extension through this area in the future to better serve the eastern portions of the water system.

After considering the many different issues, staff recommends that a conditional release be given for the development. A time limit of one year will be placed on the release of franchise based on the start of construction. The definition of the start of construction will be considered the issuance of permits. Since the utility requires that a down payment of sewer tap fees be paid prior to permit issuance, staff will use this as a demarcation. The start date of the one year will be the date of the City Council approval. If the release expires, the developer can submit an additional request and the Board can reevaluate its position.

**RECOMMENDATION: SSRUS Board Recommend to City Council the Village at Grand Ridge be released from the SSRUS water franchise. The release is valid as long as the project is under construction within one year.**

South Santa Rosa Utilities

GULF BREEZE PKWY

GULF BREEZE PKWY

ORIOLE BEACH RD

IND MEADOW DR

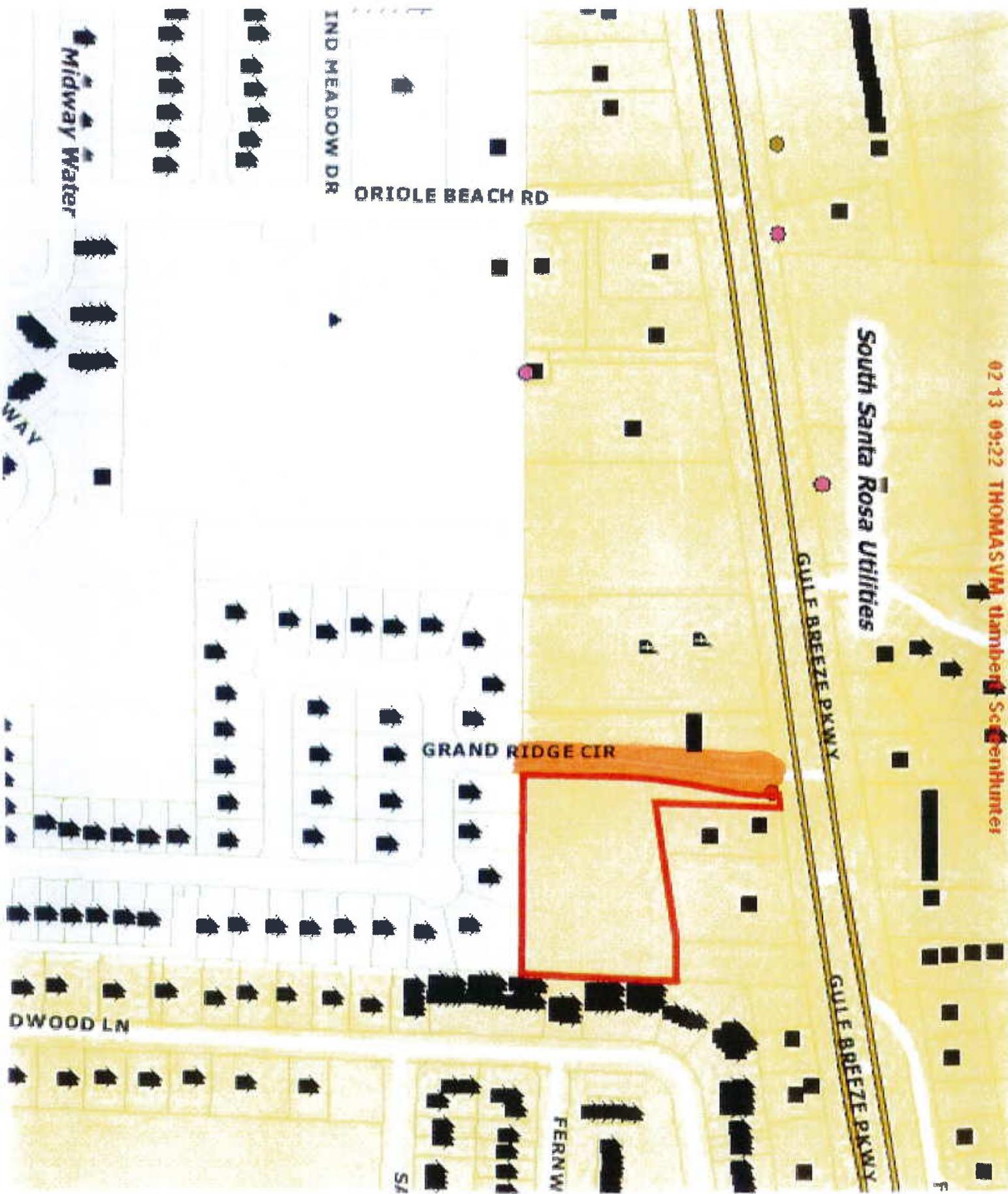
GRAND RIDGE CIR

Midway Water

DWOOD LN

FERNW

SA



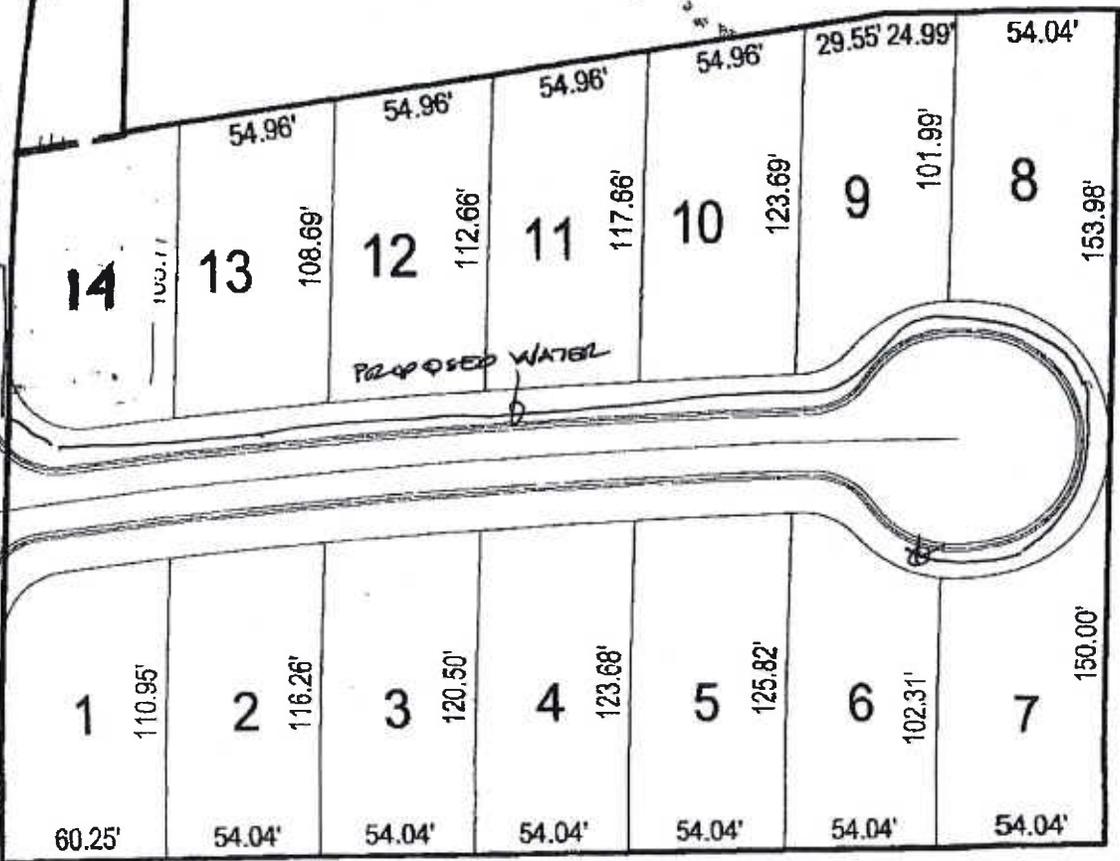
GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

6X CONNECTION  
TO MIDWAY WATER  
MAGNETIC  
EAST 4" SLEEVE

GRAND RIDGE CABLE





# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** April 5, 2012  
**RE:** Concrete Water Main Replacement

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memo.

The Utility has budgeted \$70,000 for water system improvements, that staff intends to use for concrete main replacement. Concrete main is the source of most of the leak repairs the Utility does. The Utility has a concrete main replacement plan that was last utilized in 2004 Coronado Drive water main replacement. After Hurricane Ivan, restoration of the system was the priority, and the economic downturn then made funding the projects infeasible.

Since then the Utility has seen an upswing in cash flow, staff would like to return to the replacement program. To that end, staff asked Polyengineering to provide a design and permitting fee for this project.

The total cost of construction will likely be more than \$100,000, however the project is large enough that it will overlap two fiscal years, therefore we will budget additional money for this project in the fiscal year 2013.

**RECOMMENDATION: SSRUS Board Recommend the City Council authorize Polyengineering, Inc. to begin work on the design of the 2012 concrete water main replacement project for a fee of \$15,000.**

**David W. Fitzpatrick, P.E., P.A.**

10250 North Palafox Street  
Pensacola, Florida 32534  
(850) 476-8677 \* Fax (850) 476-7708  
david@fitzeng.com

Mr. Thomas Lambert  
Assistant Director of Public Services  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

January 19, 2012

Ref: Village at Grand Ridge, Request to use Midway Water

Dear Thomas,

On behalf of my client, Adam's Homes, I respectfully request that the City allow the developers of the proposed subdivision to connect their potable water main to the existing 6" water main currently owned by Midway Water System that exists within the Grand Ridge Circle right of way. The proposed development will be comprised of 14, 50' +/- wide lots located adjacent and east of Grand Ridge Circle. During recent conversations with City staff it was discussed that the Midway Water System would be the water supplier. According to the asbuilt construction plans of Grand Ridge Subdivision there is an existing utility sleeve beneath Grand Ridge Circle leading from the existing 6" water main to the proposed development parcel. We intended to use the existing sleeve and connect to the 6" main. My client will gladly connect to a City of Gulf Breeze main if we can do so for the same cost of connecting to the Midway system. The project being extremely small simply cannot afford any additional expense.

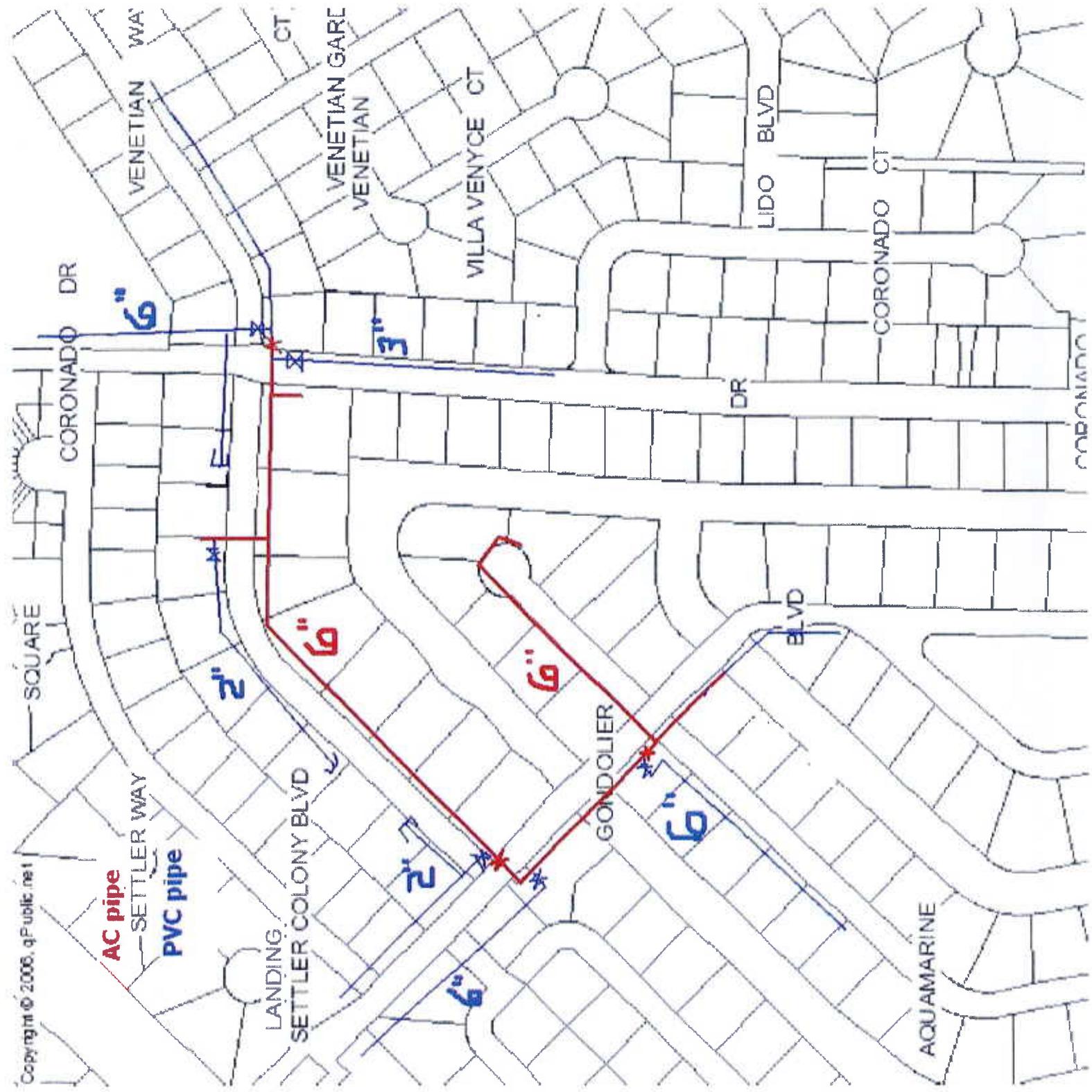
It is planned that the proposed development will connect to the City of Gulf Breeze sanitary sewer collection system.

Sincerely,



David W. Fitzpatrick, P.E.

Attachment: sketch



**AC pipe**  
SETTLER WAY  
**PVC pipe**

LANDING  
SETTLER COLONY BLVD

GONDOLIER  
BLVD

AQUAMARINE

VENETIAN  
WA

VENETIAN  
VENETIAN

VILLA VENYCE  
CT

LIDO  
BLVD

CORONADO  
CT

CORONADO  
DR

SQUARE

SETTLER  
WAY

SETTLER COLONY  
BLVD

GONDOLIER

BLVD

CORONADO



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** April 25, 2012  
**RE:** Fire Hydrant Replacement

A handwritten signature in black ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memorandum.

In 2011, staff conducted a fire hydrant survey to determine the needs for replacement and repair. The 2012 budget included \$60,000 for repair and replacement of fire hydrants as part of a four year plan. Staff chose the four hydrants with a higher need for replacement and solicited quotes as part of this first phase. The locations are as follows:

- Kent/Kenilworth Intersection
- 416 Deer Point Drive
- 1303 Soundview Trail
- 1405 Soundview Trail

As hydrant replacement in these cases will require water service outages to remove the old hydrants, staff limited the request for quotes to three contractors that have shown a high level of customer support on our system.

**RECOMMENDATION: The City Council approve Utility Service Company to replace four fire hydrants within the City at a cost of \$16,437.00**



UTILITY SERVICE CO.

April 18, 2012

Mr. Dale Overly  
South Santa Rosa Utility System  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

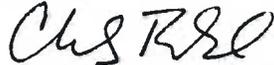
RE: Installation of (4) New 4' Depth Bury Fire Hydrant Assemblies (Including a 6"x6" Tap @  
1405 Soundview Trail

Fire Hydrant Assemblies: \$ 16,437.00

Quoted Locations:  
Kent/Kenilworth Intersection  
416 Deer Point Dr.  
1303 Soundview Trail  
1405 Soundview Trail

We appreciate the opportunity to quote the above listed work.

Signed,



Charley Radford, Vice President  
Utility Service Co., Inc.



Since 1995  
 Certified General &  
 Underground Utility Contractors  
 CGC045510 CUC056748



Dale Overly  
 City of Gulf Breeze

**Re: Misc. Fire Hydrant Replacement**

1	416 Deer Point - R&R Existing	1	EA	\$	4,332.25
2	1303 Soundview - R&R Existing	1	EA	\$	3,727.30
3	1411 Soundview - Wet Tap & Hyd	1	EA	\$	5,046.35
4	Kenilworth - R&R Existing	1	EA	\$	3,727.30
				<b>TOTAL</b>	<b>\$ 16,833.20</b>

Notes:

- 1 Items not specifically noted are excluded.
- 2 Tap & Impact Fees are excluded.
- 3 Replanting of shrubs at 416 Deer Point are included but not guaranteed.
- 4 Removal and replacement of concrete or asphalt is excluded.
- 5 4' bury hydrants included as needed.
- 6 Scope and price based on site visit.
- 7 Relocation of existing utilities is excluded.
- 8 Testing for dewatering discharge if needed is excluded.
- 9 Seed and mulch restoration as needed.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gabe Jackson".

Gabe Jackson



8401 Untreiner Ave.  
Pensacola, FL 32534  
CUC 1224889

**Bid Name: South Santa Rosa Hydrant Replacement**

4/24/2012

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ls	\$ 1,250.00	\$ 1,250.00
2	Wet tap a new hydrant at 1405 Soundview trail (no existing hydrant)	1	ls	\$ 5,000.00	\$ 5,000.00
3	Remove & replace hydrant at 1303 Soundview Trail (4' bury) Cut stinger & install control valve	1	ls	\$ 8,000.00	\$ 8,000.00
4	Replace hydrant at 416 Deer Point Drive (48 hr. notice) valve, anchor coupling & hydrant, 8' ribbon curb	1	ls	\$ 7,000.00	\$ 7,000.00
5	Replace 2-way hydrant at Kent Place & Kenilworth Ave. Install 3 way hydrant & control valve 4' hydrant	1	ls	\$ 5,000.00	\$ 5,000.00
<b>Grand Total</b>					<b>\$ 26,250.00</b>

**Please note price does not include the following:**

- \*\* Any de-watering
- \*\* Any removal and/or replacing of unsuitable materials
- \*\* Any fee's (i.e. permits, tie-in, impact, layout, etc.)

**Please note the following:**

- \*\* Anything not specifically stated in this proposal is excluded
- \*\* Price will be held for 30 days
- \*\* We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- \*\* If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- \*\* Price subject to change due to any unforeseen circumstance, or any utilities encountered that need altering

# Memo

**To:** Edwin Eddy  
**From:** Steve Milford   
**Date:** April 23, 2012  
**Re:** Proposed Modification to existing Solid Waste franchise contract

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Allied Waste, our existing franchise waste hauler, has proposed extending the current agreement for an additional three years, through February 2015. In exchange for that extension, they will forego their annual inflation/CPI adjustment in both the current year and two of the three extended years. An annual CPI adjustment (capped at 5%) will be implemented in the last year (effective February of 2014). The adjustment at that point would not include any 'catch-up' adjustment, simply CPI increase over the prior year, limited to a maximum of 5%. This CPI waiver will save residents annual increases in rates of \$10,000 to 15,000 per year.

Additionally, they have requested the City's permission and support in expanding (and generally lowering the cost of) commercial recycling in the City. They have a version of the Single Stream recycling service for businesses, which has worked very well for our residential routes, they would like to introduce. Adoption of this new commercial recycling service could save City businesses as much as an estimated \$26,000 combined annually. (While there is a charge for the recycling collection, it is anticipated that reduced frequency -- and hence costs -- of regular waste collection will result in the anticipated savings to commercial customers).

Our existing Solid Waste franchise contract expires in February of 2013, requiring us to go out for bid this fall in the absence of an extension. Past history shows that the franchise has been extended by City Council in exchange for a variety of favorable modifications.

Staff has found Allied to be responsive, professional, safe and very approachable with any issues or problems throughout our working history with them.

## **RECOMMENDATION:**

That the City Council approve the modification of the Solid Waste franchise contract for a three years extension with the adjustments described above, and instruct staff to draft a contract modification to that effect to be executed by the Mayor and/or City Manager.



April 23, 2012

Mr. Stephen Milford  
Finance Director  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32562

Dear Steve,

Thank you for your open door policy and feed back in working with Bryan and myself in providing the City of Gulf Breeze the most efficient and cost effective solid waste management services in Northwest Florida.

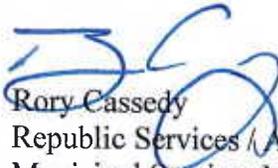
I have included a spreadsheet prepared by Ryan LeCompte, our Division Controller that highlights a potential savings of an additional \$26,000 per year for the City by implementing commercial single-stream recycling. Our due diligence shows that although the savings is based on larger customers that have their own dumpsters we can greatly increase the participation, and thus savings, by implementing commercial single-stream recycling for customers that would utilize shared recycling dumpsters and is not calculated in the \$26,000 savings. The savings of \$26,000 is in addition to the \$15,000 savings the City will realize by Allied Waste not implementing a price increase for the remainder of 2012.

My letter, dated March 2, 2012, referenced extending the current agreement by an additional 5-year term and withholding the CPI increase through February 1, 2013. In our follow up meetings we discussed a Contract extension for an additional 3-year term, rather than the 5-year extension, as well as an extension without any CPI increases. Although we would rather maintain a 5-year term, we would be agreeable to the 3-year extension to the current Contract. We have discussed the flat rate extension, in great length with our Regional Office, and although they are in agreement to a 3-year term, we would like to move forward with an extension based on the current pricing through February 1, 2014, and then implement a CPI adjustment for the remainder of 2014. This provision would allow the City to maintain the current 2011 rates and franchise fees for 3-years.

In order to benefit from the availability of commercial single-stream recycling we will work with you and the City to educate and promote single-stream recycling to the businesses. Based on the success of the residential single-stream recycling program, the City may realize a tremendous savings and keep the extremely high level of customer service currently provided to the residents and businesses.

Again, our Team of Professionals appreciates providing a cost effective, safe and efficient service to the City and Citizens of Gulf Breeze. We look forward to continuing our partnership and implementing single-stream commercial recycling. As always, my direct line is 361-6189 if additional information is needed.

Sincerely,



Rory Cassidy  
Republic Services / Allied Waste  
Municipal Services Manager  
Northwest Florida / South Alabama



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

April 26, 2012

TO: Mayor and City Council

FROM: *By* Edwin A. Eddy, City Manager

SUBJ: ETHICS COMPLAINT, PETER PAULDING

An ethics complaint was filed against Peter Paulding by two Gulf Breeze residents. The City decided to assist with legal expenses because the complaints filed against Mr. Paulding would not have been filed except for the fact that he served as our Chief of Police. Simply put, a person in the position of Chief of Police can often draw this type of complaint where no problem exists.

The Coates law firm of Tallahassee was retained as they have extensive experience with ethics complaints. Emmitt "Bucky" Mitchell was assigned to this case. Attached is a summary of the matter prepared by Mr. Mitchell. The City spent \$26,113 on the case both for dealing with the Commission of Ethics cases and the subsequent hearings.

Mr. Mitchell and Matt Dannheisser believed all along that these complaints were frivolous. A settlement regarding reimbursement of our legal fees has been negotiated and is recommended by the attorneys. The ability to seek more money exists but it would take much more time and effort.

## **RECOMMENDATION:**

**That the City Council accept the settlement payment of \$21,000 in legal fees reimbursed due to the baseless and frivolous nature of ethics complaints against Peter Paulding.**

**Summary of Case**  
**In Re: Peter Paulding, Complaint Nos. 08-099, 08-121**  
**DOAH Case 10-1788**

This firm represents Mr. Peter Paulding, the Respondent in the above-referenced matter. Two complaints and two amendments to one of the complaints were filed by Complainants, Kevin Shea and Yvonne Ysrael against Chief Paulding. It was readily apparent that there was no basis for the accusations against Mr. Paulding. After preliminary investigations and interviews of the relevant parties, the Commission on Ethics (Commission) dismissed the Complaints against the Chief Paulding on January 27, 2010. In its *Public Report*, the Commission found that there was **no probable cause** to believe that Chief Paulding had violated any of the provisions of the Ethics Code (ch. 112, F.S.) at issue.

Section 112.317(7), Florida Statutes, permits a Respondent in an Ethics proceeding to file a petition for costs and attorneys fees when a person has filed a frivolous complaint against him or her. That section reads, in pertinent part:

In any case in which the commission determines that a person has filed a complaint against a public officer or employee with a malicious intent to injure the reputation of such officer or employee by filing the complaint with knowledge that the complaint contains one or more false allegations or with *reckless disregard for whether the complaint contains false allegations* of fact material to a violation of this part, the complainant shall be liable for costs plus reasonable attorney's fees incurred in the defense of the person complained against, including the costs and reasonable attorney's fees incurred in proving entitlement to and the amount of costs and fees.

As explained in the case of Brown v. Commission on Ethics, 969 So. 2d 553 (Fla. 1<sup>st</sup> DCA 2007), the "*reckless disregard*" element includes instances where an accuser failed to conduct any investigation into the allegations that he made against the government official. The report of the investigator for the Commission on Ethics in Mr. Paulding's case found that there was no evidence whatsoever of any wrongdoing. The complainants, Shea and Ysrael, clearly did not have a reasonable basis for filing the Complaints, as evidenced by the Commission's outright dismissal of their claims. Mr. Paulding, along with the City Manager and City Attorney, suspected that the complainants (Kevin Shea and Yvonne Ysrael) not only had no factual basis for their accusations against Mr. Paulding but had never even investigated the matter (for if they had, they would have found no justification for any filing a complaint against Mr. Paulding). On that basis, we were urged to pursue recovery from Shea and Ysrael of the attorney's fees and expenses that the City unnecessarily was forced to incur in defending their meritless accusations.

Pursuant to the above section, we immediately filed a *Petition for Costs and Attorney Fees* with the Commission. The Commission referred the *Petition* to the Division of Administrative Hearings (DOAH) on April 2, 1010.

The City expended \$11,830 in costs and attorney fees defending the complaints in the Commission on Ethics portion of this proceeding. (This is not a large amount for a case that lasted for 1 ½ years.) The City also incurred \$14,283 in the DOAH proceeding pursuing the *Petition* and entitlement to costs and attorney fees. The DOAH proceeding alone lasted for almost 2 years. Interestingly, most of the pleadings filed by the Respondent in the DOAH proceeding were the result of Complainants' failure to comply with a discovery request - detailed interrogatories sent to Complainants that were ultimately never answered. If the Complainants had answered these interrogatories, the evidence would have clearly shown that the Complaints were filed with a reckless disregard for whether they contained false allegations. The Complainants and their legal counsel likely recognized this.

In efforts to avoid facing possible consequences for failing to respond to our discovery requests, the attorney for Shea and Ysrael contacted me proposing a settlement. Those proposals went back and forth for a while and it was not until late February when the proposed amount reached a point where the City Manager and City Attorney thought that it might be acceptable to the City Council. On February 23, 2012, I consulted with the City Attorney about accepting a proposed payment of \$21,000 to settle the case. This amount represents all of the costs and fees generated from defending what we believed from the beginning to be two frivolous complaints, and also represents a large portion of the costs and fees accrued in the *Petition* proceeding at DOAH.

Although we believe that the City would have a very good likelihood of prevailing on the *Petition* and thereby obtaining a judgment for the entire amount of the expenses that it has incurred, it is not a certainty and the City should recognize the possibility (albeit small) that the Judge would not agree with our position. Given Complainants' propensity to stall and delay these proceedings for almost 2 years, I believe the \$21,000 payment represents a very good resolution for Mr. Paulding and the City in this matter. It also avoids the possibility of having to obtain a judgment against the Complainants and collect that judgment (and please understand that, taking into account Florida laws which protect debtors from creditor's claims, collecting on a judgment can also prove to be very difficult). We therefore recommend that the City Council approve the settlement.



# *City of Gulf Breeze*

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services *V.L.P.*

DATE: April 27, 2012

RE: Pensacola Beach Natural Gas System:  
Non-Exclusive Franchise Escambia County Ordinance 2012-7

The Escambia County Board of County Commissioners granted the City a non-exclusive franchise for a natural gas system on March 15, 2012. This action was necessary as contract negotiations with ESP had not reached a successful conclusion and we were ready to begin serving customers on the beach.

Section 8 of the non-exclusive franchise requires acceptance by Gulf Breeze within sixty (60) days of issuance by Escambia County. Since 43 days have lapsed since March 15<sup>th</sup> and contract negotiations with ESP are still incomplete, we recommend that the City pursue parallel tracks.

- A) Formally accept Escambia's Non-Exclusive Franchise offer.
- B) Continue to negotiate with ESP.

The effective date for the City's acceptance could be selected for any time prior to May 14<sup>th</sup> to allow for continued ESP negotiations.

**RECOMMENDATION: City Council accept non-exclusive natural gas franchise for Pensacola Beach, via Escambia County Ordinance 2012-7 with an effective date of May 10, 2012.**

ORDINANCE NO. 2012- 7

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, GRANTING THE CITY OF GULF BREEZE, FLORIDA, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE A NATURAL GAS DISTRIBUTION SYSTEM ON THE PORTION OF SANTA ROSA ISLAND LOCATED IN ESCAMBIA COUNTY, FLORIDA; ESTABLISHING A FRANCHISE FEE; REQUIRING INDEMNIFICATION; GRANTING ACCESS TO ESCAMBIA COUNTY RIGHTS-OF-WAY; PROVIDING FOR MODIFICATION AND TERMINATION; IDENTIFYING CONSIDERATION; REQUIRING ACCEPTANCE BY THE CITY OF GULF BREEZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 57-1313, Laws of Florida, and Chapter 98, Article II, Escambia County Code of Ordinances, the Escambia County Board of County Commissioners has the authority to grant franchises for the construction, operation, and maintenance of utilities, including natural gas services, in the unincorporated areas of Escambia County; and

**WHEREAS**, the Board seeks to ensure the availability of natural gas services on that portion of Santa Rosa Island located in the unincorporated area of Escambia County; and

**WHEREAS**, since 1960, the Board has adopted ordinances and an interlocal agreement with the City of Pensacola, Florida, that awarded the City of Pensacola a franchise to provide natural gas services to the unincorporated area of Escambia County; and

**WHEREAS**, since 1960, the City of Pensacola has not constructed, operated, or maintained any natural gas services to that portion of Santa Rosa Island located in the

Verified By: *[Signature]*  
Date: 3/19/12

unincorporated area of Escambia County, and is presently unable to promptly and efficiently provide natural gas services to Santa Rosa Island; and

**WHEREAS**, the Board finds that the City of Gulf Breeze is presently qualified and able to promptly and efficiently construct, maintain, and operate such natural gas services, and is therefore in the best position to provide the needed natural gas service to Santa Rosa Island; and

**WHEREAS**, the Board accordingly shall award a non-exclusive franchise to the City of Gulf Breeze, Florida, for the construction, maintenance, and operation of natural gas services on that portion of Santa Rosa Island located in the unincorporated area of Escambia County until such time as the City of Pensacola is capable of immediately providing such services to the same area; and

**WHEREAS**, because this franchise shall expeditiously expand the scope of natural gas services to include Santa Rosa Island, the Board finds that it advances the public health, safety, and welfare.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA:**

**SECTION 1.           LEGISLATIVE FINDINGS.**

The aforementioned recitals are hereby incorporated into this ordinance as legislative findings rendered by the Board of County Commissioners in support of this ordinance.

**SECTION 2.           FRANCHISE FOR NATURAL GAS SERVICES TO SANTA ROSA ISLAND.**

Escambia County, Florida, a political subdivision of the State of Florida ("Grantor"), does hereby grant to the City of Gulf Breeze, a municipal corporation, its

successors and assigns ("Grantee"), the right, privilege, license, permit, franchise, and easement for the construction, maintenance, repair, operation, distribution, transmission, and removal of natural gas utility services, including selling gas to Grantor, its inhabitants and the public generally for domestic, commercial, and industrial uses and for any and all other purposes for which gas, during the period of this grant, may be used together with the right to enter upon all public streets and ways and properties of said Grantor within the franchise service area for the purpose of installing, operating, removing, repairing, and relocating a system of works, pipes, pipelines, and all necessary apparatus, machinery, structures, appurtenances, facilities or equipment and doing all other acts authorized hereby.

For the purpose of this franchise, the "franchise service area" shall be limited solely to that portion of Santa Rosa Island located within the unincorporated area of Escambia County, Florida, and as more particularly described in Exhibit "A" to this ordinance, which is hereby attached and incorporated to describe the franchise service area.

This franchise, including all rights, privileges, authorities, license, permit, and easements accompanying the same and being granted hereby, is hereby granted and shall continue in full force and effect for a term of ten years, and pursuant thereto, the Grantee shall operate and conduct the gas distribution system in the franchise service area in such manner as the Grantee in its sole discretion shall determine from time to time without regulation by Grantor. This franchise may be renewed at the mutual agreement of the parties for an additional ten year period.

Grantee shall provide proof of insurance in the amount and scope identified by Grantor's Risk Management Division prior to commencement of operation.

**SECTION 3. FRANCHISE FEE.**

Grantor does hereby impose, levy, and assess a franchise fee to be collected by Grantee equal to five percent (5.0%) of Grantee's gross revenues collected monthly from gas sold to its customers located within the franchise service area. The franchise fee shall be remitted by Grantee to Grantor monthly in arrears for gas delivered on or after March 15, 2012. Such remittance shall occur within thirty (30) days after the first day of the month for franchise fees collected during the preceding month.

Grantor may increase the franchise fee to six percent (6.0%) of Grantee's monthly gross revenues if the governing body for Grantor raises the franchise fee for any other utility servicing the unincorporated area of Escambia County.

**SECTION 4. INDEMNIFICATION.**

Grantor hereby agrees to indemnify and hold harmless Grantee, its officers, agents, and employees from any liability, loss, or damage Grantee may suffer as a result of any claims, demands, costs, or judgments against it, whether arising out of legal, equitable, or administrative proceedings as a result of Grantee's collection of the franchise fee mandated by this ordinance. Grantor further agrees to provide a legal defense for Grantee and defend it, its officers, agents, and employees with respect to its collection of the franchise fee, including, but not limited to, the remittance of any franchise fee to Grantor.

Grantor shall not be liable or responsible for any accident or damage that may occur in the construction, operation, or maintenance by Grantee of its facilities or

apparatus hereunder and the acceptance of this ordinance shall be deemed an agreement, to the extent permitted by law, on the part of Grantee to indemnify Grantor and hold it harmless against any and all liability , loss, cost, damage, or expense, which may accrue to Grantor in the construction, operation, or maintenance of its facilities hereunder.

**SECTION 5.            ACCESS OVER ESCAMBIA COUNTY RIGHTS-OF WAY.**

Grantee's facilities for the provision of natural gas services shall be so located or relocated and so erected as to interfere as little as possible with traffic over Grantor's rights-of-way, including streets, alleys, bridges, and public places within the franchise service area, and with reasonable egress from and ingress to abutting property.

Grantee further agrees to prevent the creation of any obstructions or conditions in exercise of this franchise that is or may become dangerous to the traveling public.

Grantee shall repair any damage or injury to the road or highway by reason of the exercise of the privileges granted by this franchise and shall repair any road, highway, easement, or other right-of-way promptly, restoring such road, highway, easement, or other right-of-way to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

The location or relocation of all facilities shall be made under the supervision and with the approval of such representatives as the governing body for Grantor may designate for the purpose, but not so as to unreasonably interfere with the proper operation of the Grantee's facilities and service. When any portion of a right-of-way is excavated by Grantee for the purpose of locating, relocating, repairing, or removing any of its facilities, including, but not limited to, any system of works, pipes, pipelines, and all

necessary apparatus, machinery, structures, and appurtenances, Grantee shall, at its expense, replace the portion of the excavated right-of-way within a reasonable time and as early as practicable after such excavation.

Nothing herein shall be construed to make Grantor liable to Grantee for any cost or expense in connection with the construction, reconstruction, repair, or relocation of Grantee's works, pipes, pipelines, and any and all necessary apparatus, machinery, structures, and appurtenances thereto made necessary in Grantor's rights-of-way by the widening, grading, paving, or otherwise improving by Grantor of any of the present and future rights-of-way used or occupied by Grantee, except, however, Grantee shall be entitled to reimbursement of its costs as may be provided by law.

For the purpose of this agreement, Grantor's rights-of-way include any present and future streets, avenues, alleys, highways, bridges, easements, and other public places located within the franchise service area.

## **SECTION 6.            MODIFICATION AND TERMINATION OF FRANCHISE.**

**A. Modification of franchise.** This franchise may be amended or modified by written agreement of the parties hereto. Any written agreement to amend or modify this franchise must be adopted by a majority vote of the governing bodies for Grantor and Grantee.

**B. Termination of franchise.** Grantor may terminate this franchise upon the failure of Grantee to comply with any of the provisions, terms, or requirements of this franchise, or otherwise upon Grantee's failure to provide natural gas services within a reasonable time from the grant of this franchise. In order to terminate the franchise,

Grantor shall follow the procedures established by Chapter 98, Article II, Section 98-33(8), Escambia County Code of Ordinances.

**SECTION 7.            CONSIDERATION.**

Consideration for this grant of franchise are the mutual covenants, conditions, and privileges provided herein, including, but not limited to, Grantor's authorization of Grantee's access to Grantor's right-of-ways within the franchise service area and expenditures made by Grantee thereon, Grantee's collection and remittance of franchise fees to Grantor, and the benefits to be enjoyed by residents, occupants, and visitors of the franchise service area.

**SECTION 8.            ACCEPTANCE BY CITY OF GULF BREEZE.**

As a condition precedent to this ordinance taking effect, Grantee shall file its acceptance hereof with the Escambia County Clerk of Court within sixty (60) days after adoption by majority vote of the governing body of Grantee and filing with the Department of State as required by law, and thereupon this ordinance shall take effect upon receipt of official acknowledgement that this ordinance has been filed with that office. This ordinance and Grantee's acceptance of it shall be filed in as an interlocal agreement with the Escambia County Clerk of Court.

**SECTION 9.            SEVERABILITY.**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 10.      EFFECTIVE DATE.**

This ordinance shall become effective upon the filing of it and Grantee's acceptance with the Department of State and the Escambia County Clerk of Court.

DONE AND ENACTED this 15th day of March, 2012.

BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA

By Wilson B. Robertson  
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court

Ernie Lee Magaha  
Deputy Clerk



Date Executed

3/19/2012

This document approved as to form  
and legal sufficiency.

By [Signature]  
Title ASST. COUNTY ATTORNEY  
Date MARCH 19, 2012

(SEAL)

ENACTED: March 15, 2012

FILED WITH DEPARTMENT OF STATE: March 20, 2012

EFFECTIVE: See Sections 8 and 10



# City of Gulf Breeze

## Memorandum

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

**From:** Leslie Guyer, Deputy City Clerk

A handwritten signature in black ink, appearing to be "LG", located to the right of the "From:" field.

**Date:** 4/26/2012

**Subject:** Board Appointments

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**Due to term limitations and vacancies the following board appointments are needed:**

### **Board of Adjustment:**

Replacing Karen Thompson with Bruce DeMotts on the BOA. Karen is leaving the Board due to term limitations. Bruce DeMotts was chairman on the DRB and left due to term limitations. He has been serving on the BOA as an alternate since February 2011.

Two Alternates are needed on the BOA.

In 2013, the BOA will be losing two more board members (Ellie Ackley and Patricia Briska) due to term limitations.

### **Development Review Board:**

John Schuster is not serving a second term on the DRB. Bill Hoke, the current alternate for the DRB would like to serve on the Board in Mr. Schuster's place. He has been an alternate since February of 2011.

The DRB will need two new alternates. (Karen Thompson would like to serve on the DRB as an alternate until a full time board position is open.)

### **Architecture Review Board:**

There is one opening on the ARB at this time (replacing Summer King).

The ARB will need one alternate.

The following individuals would like to serve on one of the above Boards:

Terry Pape

Mr. Pape would like to serve on the ARB. Mr Pape was on the DRB, but resigned his position in June of 2010

Karen Thompson Ms. Thompson would like to serve on DRB or ARB (Mrs. Thompson has served on the DRB, BOA and Advisory Park Board)

Bill Clark Mr. Clark would like to serve on the DRB. He is currently serving as an alternate on the BOA, but has expressed his preference of the DRB.

Bob Wilson Mr. Wilson would like to serve on any of the Boards

Allan Bell Mr. Bell would like to serve on any of the Boards. He currently is serving on the Master Plan Steering Committee.

Jonathan Porto Mr. Porto would like to serve as an alternate on the DRB or BOA.

The following individuals have inquired about possibly serving on the City Boards, but I have not received any information from them to date:

Laverne Baker Interested in any of the Boards

Christopher Stersic Interested in DRB or ARB  
415 North Sunset Blvd  
clstersic@yahoo.com

# CITY BOARD LIST

<b>BOARD OF ADJUSTMENT</b>				
Three (3) Year Terms with Two consecutive term limitations				
Name	1 <sup>st</sup> Term Start	1 <sup>st</sup> Term End	2 <sup>nd</sup> Term Start	2 <sup>nd</sup> Term Date
Karen Thompson	Feb 2006	2009	2009	2012
Ellie Ackley	Jan 2007	2010	2010	2013
Patricia Briska	Jan 2007	2010	2010	2013
Jo Ann Price	Feb 2011	2014		
Michael Segars	Feb 2008	2011	2011	
Lori Menke	March 2009	2012		
Maggie Tamburro	Feb 2010	2013		
Bill Clark (Alerternate)	2010			
Bruce DeMotts Alternate	Feb 2011	2014		
<b>Past Board Members</b>				
Ramsey Landry	2005	2008	2008	2011 Feb

- Ramsey Landry moved to the DRB Feb 2011- Term limit
- Jo Ann Price moved from DRB to BOA & Bruce DeMotts from DRB to BOA Alternate.

<b>DEVELOPMENT REVIEW BOARD</b>				
Two (2) Year Terms with Two consecutive term limitations				
Name	1 <sup>st</sup> Term Start	1 <sup>st</sup> Term End	2 <sup>nd</sup> Term Start	2 <sup>nd</sup> Term Date
JB Schluter				
Cheryl Fromularo	2011 June			
John Schuster	Feb 2010	2012		
Samantha Rine	June 2010	2012		
Lee Brown	Sep 2010	2012		
Ramsey Landry	Feb 2011	2013		
George Williams	Feb 2011	2013		
Bill Hoke- Alternate	Feb 2011			
<b>Past Board Members</b>				
Jo Ann Price	2007	2009	2009	2011
Bruce DeMotts	2007	2009	2009	2011
Maureen Hill	2010	6/8/2011resigned		

- Samantha Rine was appointed after Terry Pape resigned 6/22/2010. She will finish out his term.
- Lee Brown was moved from Alternate to Board Member in September 2010.
- New Alternates: Cheryl Fromularo and Bill Hoke added Feb 2011
- Maureen Hill resigned on 6/8/2011 by email.
- Cheryl Fromularo moved from Alternate to Reg Board Member on 6/20/2011. She was elected as alte in June 2010.
- Jo Ann Price and Bruce DeMotts reached term limits Feb 2011. Both moved to BOA.

**ARCHITECTURAL REVIEW BOARD**

Two (2) Year Terms with Two consecutive term limitations

Name	1 <sup>st</sup> Term Start	1 <sup>st</sup> Term End	2 <sup>nd</sup> Term Start	2 <sup>nd</sup> Term Date
Tim Hoffman	July 2009	2011	2011	
David Alsop	July 2009	2011	2011	
Bill Graves	July 2009	2011	2011	
Deborah Cederquist	Feb 2010	2011	2012	
JB Schluter	July 2009	2011	2012	
Britton Stamps	July 2009	2011	2012	
<b>Past Board Members</b>				
Summer King	July 2009	Nov 21, 2011		

The Architectural Review Board was formalized in 2009 by Ord 09-09.

- Summer King moved out of City Limits and no longer eligible to serve. Council approve 11/21/11

**SOUTH SANTA ROSA UTILITY BOARD**

Two (2) Year Terms with no term limitations

Name	Term Start	Term End	2 <sup>nd</sup> Term Start	2 <sup>nd</sup> Term Date
Dr. Richard Snyder	Jan 2010	2012		
Otto Prochaska	Jan 2010	2012		
Joe Henderson	Dec 2010	2012		
Robert Sauer	Jan 2010	2012		
Thomas Naile	Jan 2010	2012		
Terry Mills	Jan 2010	2012		
Todd Johnson	Feb 2010	2012		
Mark Meister	Feb 2011	2013		
Mayor Zimmern				
<b>Previous Board Members</b>				
Cathy Benoit	Feb 2010	Dec 2010		

- Cathy Benoit resigned from the Board in December 2010.
- Mark Meister to replace Cathy Benoit Feb 2011

**ADVISORY PARK BOARD**

Two (2) Year Terms with no term limitations

Name	Term Start	Term End	2 <sup>nd</sup> Term Start	2 <sup>nd</sup> Term Date
Bob Burns	Jan 2010	2012		
Hank Guess	Jan 2010	2012		
Joe Allmon	Dec 2010	2012		
Ashley Muldoon	Jan 2010	2012		
Jennifer Hawkins	Jan 2010	2012		
Rhea Kessler	Jan 2010	2012		
Lynn Howe	Jan 2010	2012		
Laura Colston	Jan 2010	2012		

February 29, 2012

Leslie Guyer

City of Gulf Breeze

Dear Ms. Guyer,

Please accept this letter as my formal interest in consideration for the advertised Volunteer Board Positions.

I have been a resident of Gulf Breeze since June, 2009, after relocating to our city from the Pittsburgh, Pennsylvania area. I am the owner of Pensacola Wireless and Pittsburgh Wireless Cellular Stores, which operate 9 retail locations in two states. In addition, I own and manage a paid fishing lake that is located in Dravosburg, PA and I am a partner in boat marina that is located in McKeesport, PA.

Before starting our cellular business 12 years ago, I worked in the HVAC Sales and Service industry and was a Certified Home Inspector in South Florida. Ten years prior to that, I resided in the Pittsburgh area and worked as a Certified Welder, after graduating from McKeesport Area High School in 1991.

I believe my business and life experiences will allow me to be an asset as a volunteer for one of the Gulf Breeze boards, for which you are seeking participants. As you and the current city managers have better knowledge of what is needed for the current board openings, I have provided you with a summary of my history, so you can determine where I would be the most helpful to Gulf Breeze.

My family consists of my wife, Christa; my children, Nicholas (10) and Payton (8), who attend GBE; and my mother, Beverly. We enjoy our neighborhood and our home, which is located at 116 Julia Way, 32561. I look forward to contributing to our neighborhoods and city to continue to make Gulf Breeze an outstanding place to live!

Please contact me with any questions you may have and to inform me of how I can best be of service to the city of Gulf Breeze.

Respectfully,

Bob Wilson

850-565-8148

bbobwilson@comcast.net



Leslie Guyer &lt;lguyer@gulfbreezefl.gov&gt;

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## Development Review Board

1 message

Allan Bell &lt;allan@hewesandcompany.com&gt;

Mon, Feb 27, 2012 at 8:09 AM

To: lguyer@gulfbreezefl.gov

Good Morning,

Below is a brief description of my work experience. I would be willing to volunteer for any of the boards listed in the City news letter. Please call with any questions. Thanks,

Allan

Allan Bell  
6 Highpoint Dr  
Gulf Breeze, Fl 32561  
850-232-0437

### Work History

#### **Trademark Properties**

Real Estate Broker and Developer since 1997- current

- Licensed in Florida and Alabama

Commercial real estate broker

Developer of single family subdivisions, industrial parks, self storage facilities and commercial buildings in the Southeast

experience includes tenant representation for national clients including, Panera Bread, Outback Steakhouse, McDonald's, REGIS hair salons, Avalex Technologies, Ashland Oil, and various retail development groups

-Extensive experience in land entitlement and zoning issues.

#### **Hewes & Company, LLC- Commercial contractors.**

founding partner in this company

this company is located in Santa Rosa County and has completed several projects for the City of Gulf Breeze and Santa Rosa County School Board

Notable projects in the Gulf Breeze area are the Avalex Technologies corporate headquarters and the Gulf Breeze Recreation Center (under construction)

### Community Involvement

#### Active

#### Board Member-

UWF College of Building Science Advisory Board

AGC- Association of General Contractors Board

ACE- Arts, Culture and Entertainment Board

[jonathan.a.porto@faa.gov](mailto:jonathan.a.porto@faa.gov)

10:28 AM (18 minutes ago)

to me

Leslie,

Please list me as a volunteer for the Gulf Breeze City Advisory Boards. I will be available as an alternate or whatever may be needed.

I am a property owner within the city limits and longtime resident of the Pensacola area.  
Graduated Washington High in 1979  
Graduated Pensacola Jr. College in 1983 Associate of Arts Degree  
Served in the U. S. Navy from 1983-1988  
Have been employed with the U.S. Department of Transportation FAA from 1988 to present as an Air Traffic Controller, working as a professional controller and a supervisor.

Let me know if you need any other information.

Thanks,

Jonathan A Porto  
143 Windsor Place  
Gulf Breeze, FL 32561  
ph 251-401-2627  
preferred e-mail [japorto@bellsouth.net](mailto:japorto@bellsouth.net)  
Work e-mail [jonathan.a.porto@faa.gov](mailto:jonathan.a.porto@faa.gov)



# *City of Gulf Breeze*

TO: Edwin A. Eddy, City Manager  
FROM:  David J. Szymanski, Assistant City Manager  
DATE: April 27, 2012  
SUBJECT: Town Meeting

The City Council traditionally sets aside some time for public comment and suggestions prior to the first Council meeting in May. Staff will prepare a short presentation if necessary or the Council may just wish to hear from residents.

**RECOMMENDATION: THAT THE CITY COUNCIL HOLD A TOWN MEETING ON MONDAY, MAY 7, 2012 AT 6:00 P.M.**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

April 25, 2012

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **APPRAISAL OF PARCELS, COMMUNITY REDEVELOPMENT AGENCY**

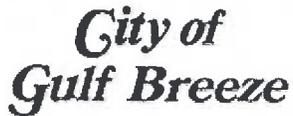
At a recent Council meeting, staff was directed to pursue the purchase of two distinct parcels in the CRA: (1) the former Circle K property at the corner of Hoffman Drive and Gulf Breeze Parkway; and, (2) the parcel known as the Chamber property which is owned by the School Board of Santa Rosa County.

The future use of these parcels may be commercial development which can be better directed by the City as owner, highway beautification, and for a natural gas filling station along Gulf Breeze Parkway.

The first step in the effort to purchase the parcels is to obtain an appraisal of the two separate parcels. We asked Shawn Brantley, of Brantley and Associates, for a price for an appraisal report on both parcels. His response is attached. We have worked with Mr. Brantley in the past. We have always been satisfied with his work.

## **RECOMMENDATION:**

**That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, May 7, 2012 and authorize Brantley and Associates of Pensacola to complete an appraisal of the two subject parcels.**



Edwin Eddy <eaeddy@gulfbreezefl.gov>

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## Appraisal Proposal

1 message

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**Shawn Brantley** <shawnbrantley@brantleyassociates.com>  
To: eaeddy@gulfbreezefl.gov

Thu, Apr 19, 2012 at 5:54 PM

Mr. Edwin A. Eddy  
City Manager  
City of Gulf Breeze Florida  
[eaeddy@gulfbreezefl.gov](mailto:eaeddy@gulfbreezefl.gov)

Dear Mr. Eddy:

It was a pleasure speaking with you on the phone concerning appraisals that the City needs. Thank you for contacting us for real estate appraisal services. The parcels are identified as follows: (1) +-0.47 acres at corner of Hoffman Dr. & Gulf Breeze Parkway owned by Vicki Jenkins, Trustee 04-3S-29-0000-00101-0000 AND (2) +-1.03 acres at 409 Gulf Breeze Parkway with building owned by Santa Rosa County School Board 04-3S-29-0000-00501-0000

We can complete both of these reports for total fee of \$5,800 and deliver to you within 30 days or less. The appraisals will be in a detailed narrative format, fully compliant with the Uniform Standards of Professional Appraisal Practice, and MAI certified.

If you wish to engage us to proceed with this work, the following information would be helpful to us: (1) Your reply in the affirmative to this email authorizing us to proceed, (2) The names and phone numbers of anyone we should notify prior to going onto the property to make our inspection or whom we should interview about the property, (3) copies of any site plans or surveys of the property.

Please let me know if you have any questions or if we may assist you with this project.  
Kind regards, -Shawn

Brantley & Associates Real Estate Appraisal Corp.  
R. Shawn Brantley, MAI, CCIM, M.S., SRA  
FL: State Certified General Real Estate Appraiser RZ289  
AL: Certified General Real Property Appraiser G00419  
Regular Mail: POB 12505, Pensacola, FL 32591-2505  
Overnight: 100 North Spring Street, Pensacola, FL 32502  
Email: [shawnbrantley@brantleyassociates.com](mailto:shawnbrantley@brantleyassociates.com)  
Phone: 850-433-5075  
Fax: 850-438-0617  
Web: [www.brantleyassociates.com](http://www.brantleyassociates.com)

Reference: City Manager memo dated December 7, 2011

**RECOMMENDATION:**

**Provided for information only. No Council action required.**

Councilman Schluter moved for approval of the Consent Agenda Items.  
Councilman Morris seconded. The vote for approval was 5 - 0.

**ACTION AGENDA ITEMS:**

- A. **SUBJECT: DISCUSSION AND ACTION REGARDING (1) AWARD OF DESIGN OF COMPRESSED NATURAL GAS STATION, FEMA ALTERNATIVE PROJECT #13 AND (2) LEASE EXTENSION FOR CHAMBER OF COMMERCE BUILDING AND PROPERTY**

Reference: Public Services Director memo dated December 7, 2011

**FIRST RECOMMENDATION:**

**That the City Council authorize staff to proceed with negotiating with Zeit Energy to design/procure final cost of the Compressed Natural Gas Facility, FEMA Alternative Project #13, for subsequent approval by the City Council for Award of Construction.**

**SECOND RECOMMENDATION:**

**That the City Council authorize staff to investigate the potential for a lease extension with the School Board beyond 2020 for the Chamber of Commerce property, parcel #04-3S-29-0000-00501-0000.**

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

**NEW BUSINESS:**

- A. **SUBJECT: DISCUSSION AND ACTION REGARDING GIFT CARDS FOR CITY EMPLOYEES**

Reference: Verbal discussion



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:**  David J. Szymanski, Assistant City Manager  
**DATE:** April 27, 2012  
**SUBJECT:** City of Gulf Breeze Master Planning Invoice

On May 9, 2011, the City Council directed staff to draft a Request for Proposal for a Master Planning consultant for the City and Hwy 98. On November 7, 2011 the City Council selected VHB MillerSellen for the Master Plan Project and directed staff to negotiate scope of work and a contract. An agreed upon contract was signed by the Mayor in February 2012.

We have received Invoice No: 0146539 for professional services from March 17, 2012 to April 14, 2012. in the amount of \$21,447.00. This is the second payment against this \$329,500 contract. YTD we has spent \$11,489.67. The following actions have been taken against contract tasks:

### Task 1 – Context Report

Preparation for and facilitation of Staff Kickoff meeting  
Field observation of potential catalyst sites  
Obtain and organize GIS data for base mapping

### Task 2 – Public Participation Process

Preparation for and facilitation of Steering Committee meeting #1  
Prepare and submit meeting summary, ongoing Committee coordination.  
Begin preparations for Stakeholder Interview.

### Task – 4 Market Analysis

Begin update of previous market analysis, WTL=a attendance at staff and steering committee kickoff meeting

It is recommended that Council approve payment. This project is funded by the Community Redevelopment Agency.

**RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, May 7, 2012 and approve payment of Invoice No. 146539 for \$21,447.00 to VHB MillerSellen.**



**MillerSellen**

101 Walnut Street, PO Box 9151, Watertown, MA 02471  
617.924.1770 • FAX 617.924.2286

# Invoice

Invoice No: 0146539  
April 18, 2012

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

VHB Project # 61691.00

Gulf Breeze Master Plan  
**Professional Services from March 18, 2012 to April 14, 2012**

Task 00000 Reimbursables  
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Context Report	25,000.00	42.00	10,500.00	5,000.00	5,500.00
Public Participation Process	105,000.00	7.10	7,455.00	1,050.00	6,405.00
Revitalization Alternatives	75,000.00	0.00	0.00	0.00	0.00
Market Analysis	54,500.00	4.60	2,507.00	0.00	2,507.00
Master Plan Preparation	55,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>314,500.00</b>		<b>20,462.00</b>	<b>6,050.00</b>	<b>14,412.00</b>
	<b>Total Fee</b>			<b>14,412.00</b>	

**Consultants**

Subcontractor					
4/12/2012	W. Thomas Lavash		1,291.42		
	<b>Total Consultants</b>		<b>1,291.42</b>	<b>1,291.42</b>	

**Reimbursable Expenses**

Postage & Delivery			16.24		
Travel & Lodging			3,112.12		
Meals			162.75		
Printing			52.47		
	<b>Total Reimbursables</b>		<b>3,343.58</b>	<b>3,343.58</b>	

**Total this Task \$19,047.00**

Task 00700 Coordination with Agencies

**Professional Personnel**

	Hours	Rate	Amount	
Technical/Professional 13	8.00	155.00	1,240.00	
Technical/Professional 12	8.00	145.00	1,160.00	
Totals	16.00		2,400.00	
	<b>Total Labor</b>			<b>2,400.00</b>

**Payment Due Upon Receipt.**

*Remittance copy*

Project 61691.00 City of Gulf Breeze/Master Plan/Santa Ro Invoice 0146539

**Total this Task \$2,400.00**

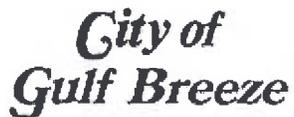
**Total this Invoice \$21,447.00**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Fee	14,412.00	6,050.00	20,462.00
Labor	2,400.00	2,962.50	5,362.50
Consultant	1,291.42	0.00	1,291.42
Expense	3,343.58	2,477.17	5,820.75
<b>Totals</b>	<b>21,447.00</b>	<b>11,489.67</b>	<b>32,936.67</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
0145430	3/21/2012	11,489.67
<b>Total</b>		<b>11,489.67</b>



Edwin Eddy &lt;eaeddy@gulfbreezefl.gov&gt;

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**Updated project schedule**

1 message

**Ostrodka, Curtis** <COstrodka@vhb.com>

Thu, Apr 26, 2012 at 4:10 PM

To: Edwin Eddy <eaeddy@gulfbreezefl.gov>, "dszymanski@ci.gulf-breeze.fl.us" <dszymanski@ci.gulf-breeze.fl.us>, Leslie Guyer <lguyer@gulfbreezefl.gov>, Dan Kopack <vaard1@gmail.com>, Alex Bell <alexbell@muniad.com>  
Cc: "McNeill, Geoffrey" <GMcNeill@vhb.com>, "Lewis, Laurence" <LLewis@vhb.com>, "Sellen, James" <JSellen@vhb.com>

Team, here is an updated project schedule. Key upcoming events include the following:

- Stakeholder Interviews: May 9-10. City Council chambers.
- First Public Workshop ("Kickoff"): June 7. (Dave S to check on facilities)
- Second Public Workshop ("Design Charrette"): June 26-29. (Dave S to check on facilities)

I have also included a listing of confirmed attendees for the Stakeholder Interview and attempted contact notes. We are doing very well filling some of the sessions, but have some ground to make up on others.

As always, please let me know if you have any questions or concerns.

**Curtis M. Ostrodka, AICP, LEED AP**  
Sr Project Manager, Planning

**VHB MillerSellen**  
Transportation | Land Development | Environmental Services

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Orlando, FL 32801  
Phone: 407.839.4006 x8049 | Fax: 407.839.4008  
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Vanasse Hangen Brustlin, Inc. | [info@vhb.com](mailto:info@vhb.com)

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**2 attachments**

 **Gulf Breeze Schedule 4-26-12.pdf**  
188K

Stakeholder Interviews Schedule and Confirmed Attendees

City of Gulf Breeze Master Plan

VHB Project 61691.00

Wednesday May 9	Time	Group	"Champion"	Confirmed Attendees	Working Notes
Session 1	9:00 – 10:30	Businesses Part 1 (Live Oak Village, AppRiver, Publix Shopping Center, etc)	Dan Kopack / Matt Dannheisser	<ul style="list-style-type: none"> <li>Scott and Nick Wheatley, Bridge Bar</li> </ul>	<ul style="list-style-type: none"> <li>Pravin Chauhan, left voicemail and email</li> <li>Jim and Bob Moulton, left voicemail and email</li> <li>Larry Entreken, Exposition Properties, LLC (Live Oak Village), Tom Lavash setting up call for 4-30 or 5-1</li> <li>Need contacts from Dan K and Matt D.</li> <li>Josie has it "under control", Curt to follow up to get list of confirmed contacts</li> </ul>
Session 2	10:30 – noon	Chamber of Commerce membership	Josie Cotti		
Session 3	1:00 – 2:30	"Young Professionals"	Alex Bell/Amy Klotz	<ul style="list-style-type: none"> <li>Trey Manderson, Coldwell Banker (Amy Klotz's brother)</li> <li>Laura Hall, East Hill Animal Hospital</li> <li>Uriah Matthews, AppRiver</li> <li>Thomas Lunsford, 3Delta Systems</li> <li>Kara Szostek, 3Delta Systems</li> <li>Scott Wheatley, Pier One Marina</li> </ul>	<ul style="list-style-type: none"> <li>Jeremy Branning, Clark Partington, Hart, Larry, Bond and Stackhouse – invited but out of town</li> <li>Kerry Anne Schultz – Fountain, Shultz, &amp; Associates – invited but out of country.</li> </ul>
Session 4	2:30 – 4:00	Real Estate/Development	Cherry Fitch/Lee Brown	<ul style="list-style-type: none"> <li>Rick Sprague, Sprague Construction</li> <li>Bob Cleveland, Highpointe Hotel Corporation</li> <li>Grey Burge, realtor/broker</li> <li>Debbie Cedarquist, realtor</li> <li>Sam Lundy, developer</li> <li>Gary Michaels, realtor</li> <li>Ed Gray, businessman, former council member/mayor</li> </ul>	<ul style="list-style-type: none"> <li>Dave Cleveland, left voicemail and email</li> <li>David Davidson, left email</li> <li>Dick Fulford, left voicemail and email</li> <li>Rodney Sutton, left voicemail and email</li> </ul>
Session 5	4:00 –	School District	Cherry Fitch / ??	<ul style="list-style-type: none"> <li>Renee Bookout</li> </ul>	<ul style="list-style-type: none"> <li>Jason Weeks, GBHS Principal? Dave S to confirm</li> </ul>

	5:30				<ul style="list-style-type: none"> <li>Cherry Fitch called Principals at all three schools,</li> <li></li> <li></li> </ul>
<b>Thursday May 10</b>					
	<b>Time</b>	<b>Group</b>	<b>"Champion"</b>	<b>Confirmed Attendees</b>	
Session 6	9:00 – 10:30	Businesses Part 2 (Bridge Bar, Hotel, Harbortown, etc)	Dan Kopack / Matt Dannheisser	<ul style="list-style-type: none"> <li>Wayne Wheatley, Pier One Marina</li> <li>Denise Wheatley, Pier One Marina</li> </ul>	<ul style="list-style-type: none"> <li>Need contacts from Dan K and Matt D</li> <li>Leslie G to identify head of the owners association at Harbortown</li> </ul>
Session 7	10:30 – noon	Medical / Health Industry (Baptist / Andrews)	Bob Harriman / Barbara Jowers	<ul style="list-style-type: none"> <li>Bob Harriman, Administrator, Gulf Breeze Hospital &amp; the Andrews Institute;</li> <li>Chad Gilliland, COO, the Andrews Institute;</li> <li>Don Russell, Manager, Plant Operations, Gulf Breeze Hospital</li> </ul>	
Session 8	1:00 – 2:30	Community / Civic	Tom Naile / Allan Bell	<ul style="list-style-type: none"> <li>Tom Anderson</li> <li>Marguerite Burr, Nurse Practitioner</li> <li>Nina Cobia, construction business</li> <li>Kris Elliott, retired Marine Corps JAG</li> <li>Msgr Luke Hunt, Pastor, St Ann</li> <li>Amy Kemp, St Ann Volunteer Coordinator</li> <li>Elaine Purdy, homemaker</li> <li>Andrea Sullivan, wife of retired Marine</li> </ul>	

All sessions to occur in City Council Chambers

Gulf Power Company  
One Energy Place  
Pensacola, FL 32520

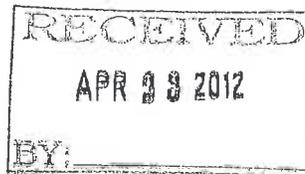


April 19, 2012



\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 32561

Tray #: 4  
CITY OF GULF BREEZE  
1070 SHORELINE DR  
GULF BREEZE FL 32561-4702



Dear Customer:

Last week, you and many of your neighbors in Gulf Breeze experienced a power outage. We're truly sorry for the inconveniences you experienced because of this outage.

Here's what happened. On Thursday, April 12, we experienced a very rare hardware failure and worked as quickly as we could to restore your power. We were able to restore service to the majority of customers right away by isolating the damaged area, but some customers were without power longer because of the nature of the repairs.

While this type of failure couldn't be anticipated (this equipment has been in service and highly reliable since 1973), Gulf Power is in the process of replacing similar devices in the area to help prevent this from happening again. We will complete these equipment replacements while continuing to perform regularly scheduled inspections and preventative maintenance.

Again, we apologize for the inconvenience caused by this event and appreciate your patience as our crews worked to restore your power.

Please do not hesitate to give me a call at 429-2770 if I can be of further assistance.

Sincerely,

Gary Sammons  
District Manager