

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

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

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Resolution No. 14-12, Establishing a Tentative Millage Rate of 1.90 Mills and Resolution No. 15-12, Adopting the Tentative Budget for Fiscal Year 2013
- B. Discussion and Action Regarding Ordinance No. 06-12, Pertaining to Code Enforcement; Amending Sections 8-28; 8-29; 8-37-; 8-56 and 9-128
SECOND READING AND PUBLIC HEARING
- C. Discussion and Action Regarding Adding Old Copiers and Printers to the Police Department Surplus/Salvage Property to sell on Govdeals.com
- D. Discussion and Action Regarding Award of Bid for CNG 12 Passenger (Inmate) Van and (1) CNG 3/4 Ton Cargo Van to Hub City Ford
- E. Discussion and Action Regarding Dental, Vision and Ancillary Benefits Coverage for Fiscal Year 2013
- F. Discussion and Action Regarding Stormwater Utility Rate Increase
- G. Discussion and Action Regarding City Water/Sewer Utility Rate Increase
- H. Discussion and Action Regarding Wal-Mart Lift Station
- I. Discussion and Action Regarding City of Gulf Breeze Master Planning Invoice
- J. Information Item

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

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: August 24, 2012

SUBJECT: ADOPTION OF RESOLUTION NO. 14-12, ESTABLISHING A TENTATIVE MILLAGE RATE OF 1.90 MILLS AND RESOLUTION NO. 15-12, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2013.

The Council will hold the first of two Public Hearings on property tax millage rate and the City's budget at its rescheduled Council Meeting on Wednesday, September 5, 2012 at 6:30 p.m.. At the public meeting the Council will receive comments from the public about the proposed millage rate and the proposed budget. After receiving public comment, Council will adopt the resolution setting tentative millage rate and then the resolution adopting the City's tentative budget. The second Public Hearing on the millage rate and the City's budget is set for a rescheduled City Council Meeting on Tuesday, September 18, 2012 at 6:30 p.m.. Attached is the resolution for the tentative millage rate and the budget resolution.

RECOMMENDATION:

That Council adopt Resolution No. 14-12 setting the tentative millage rate for Fiscal Year 2011 and adopt Resolution No. 15-12 containing the tentative budget for fiscal year ending September 30, 2013.

RESOLUTION NO. 14-12

**A RESOLUTION TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX
FOR THE CITY OF GULF BREEZE FOR 2012; PROVIDING AN
EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE,
FLORIDA:**

SECTION 1:

An ad valorem tax of 1.90 mills is tentatively levied for 2012 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2012 tentative ad valorem tax rate of 1.90 mills constitutes a -0.29% decrease from the Rolled-Back Rate (1.9056) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law. The ad valorem tax levy provided for herein shall not become final until a resolution levying the tax is adopted at a subsequent public hearing.

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk

RESOLUTION NO. 15-12

A RESOLUTION TO BE ENTITLED:

A RESOLUTION TENTATIVELY ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, REPEALING CLAUSE AND EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1:

That the appropriation hereinafter made are based on the estimates contained in the Budget, as indexed, submitted by the City Manager, as afterwards revised, approved and adopted by the City Council for the payment of the expenses of the City Government and all Departments of the City, and on account of the bonded indebtedness, as the same as set forth in said Budget so adopted, copies of which are on file in the Office of the City Manager, and to which reference may be made;

That said budget summarized as to estimated revenues, transfers and appropriations for fund is set forth herein;

That there is estimated there will received and available for appropriation for the Fiscal Year beginning October 1, 2012 the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2012, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2012, and such transfers are hereby authorized as set forth herein:

Revenues:	General Fund	Urban Core Redevel	GB Financial	Natural Gas Fund	SSRUS Fund	Solid Waste Fund	Water & Sewer Fund	Stormwater Fund	Traffic Citation Fund	
Taxes	2,469,221	752,089								
Licenses Fees & Permits	12,500									
Intergovernmental Revenue	579,313									
Charges for Services	283,800		702,401	2,000,000	4,091,593	1,064,431	1,842,350	195,000	425,000	
Fines & Forfeits	186,900									
Miscellaneous Revenues	211,264		237,000	6,000	459,446		35,500		6,000	
Other Sources	1,868,737				227,557		105,059	9,638		
TOTAL:	5,611,735	752,089	939,401	2,006,000	4,778,596	1,064,431	1,982,910	204,638	431,000	17,770,800

Expenditures:	General	Urban Core	GB	Natural Gas	SSRUS	Solid Waste	Water & Sewer	Stormwater	Traffic Citation	
	<u>Fund</u>	<u>Redevelop</u>	<u>Financial</u>	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	<u>Fund</u>	
Wages	2,424,523	0	80,900	359,120	965,110	77,549	266,068	90,125	0	
Taxes & Benefits	572,070	0	28,218	113,366	291,198	9,550	63,770	27,046	0	
Services & Contracts	455,960	300,000	72,840	892,500	627,500	903,487	764,946	15,000	30,000	
Operating Expenses	727,466	82,300	17,400	97,400	607,900	3,000	142,100	11,400	305,000	
Administration	485,010	7,100	17,040	157,590	305,200	4,000	78,600	2,500	21,000	
Debt Costs (Int & Prin)	444,102	0	3,756	0	1,063,042	0	113,089	42,567	0	
Contribution & Grants	0	0	24,000	0	0	0	0	0	0	
Transfers	178,726	193,737	500,000	191,617	271,778	66,845	399,337	16,000	75,000	
	5,287,857	583,137	744,154	1,811,593	4,131,728	1,064,431	1,827,910	204,638	431,000	
Capital	0	168,952	0	121,200	424,211	0	155,000	0	0	
SUB TOTAL:	5,287,857	752,089	744,154	1,932,793	4,555,939	1,064,431	1,982,910	204,638	431,000	
RESERVES:	323,878	0	195,247	73,207	222,657	0	0	0	0	
TOTAL:	5,611,735	752,089	939,401	2,006,000	4,778,596	1,064,431	1,982,910	204,638	431,000	17,770,800

SUMMARY OF PROPOSED FUND TRANSFERS

FISCAL YEAR 2012-2013

REIMBURSEMENTS: For Internal Services

<u>FROM:</u>	<u>TO:</u>		
Solid Waste	General Fund	\$	78,838
Water Utility Services	General Fund	\$	131,116
Sewer Utility Services	General Fund	\$	86,416
Natural Gas Utility Services	General Fund	\$	191,828
South Santa Rosa Utility System	General Fund	\$	270,815
Stormwater	General Fund	\$	15,987
Red Light Camera	General Fund	\$	75,000
		\$	850,000

CONTRIBUTIONS:

<u>FROM:</u>	<u>TO:</u>		
Gulf Breeze Financial Services	General Fund	\$	500,000
Capital Trust Agency	General Fund	\$	325,000
		\$	825,000

SECTION 2:

This budget shall be administered in strict adherence to the Charter and Code of Ordinances of the City of Gulf Breeze, as amended, the Laws of the State of Florida, applicable bond covenants, and the Budget Manual as adopted by the City Council. Amendments to this budget shall be only by Supplemental Appropriations Resolution for all revenues and for all expenditures by fund and by object code; provided further that the City Manager is authorized to approve transfers of appropriated expenditures between those sub-object codes within the object codes of each fund.

SECTION 3:

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4:

This resolution shall take effect upon its adoption by City Council immediately and shall be published as required by law.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 5 day of September, 2012.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER

FROM:  CRAIG S. CARMICHAEL, DIRECTOR OF COMMUNITY SERVICES

DATE: AUGUST 22, 2012

SUBJECT: **ORDINANCE NO. 06-12**

Per the City Council's direction, staff has prepared Ordinance 06-12 which changes the abatement time frame for code violations. In summary, the ordinance replaces with the 30 day compliance deadline with a compliance "window" of 3 to 30 days. First Reading occurred on August 20, 2012 and it is due to be advertised on August 23, 2012. The Second Reading and Public Hearing is Scheduled for September 5, 2012.

RECOMMENDATION: *THAT THE CITY COUNCIL APPROVE ORDINANCE 06-12 ON THE SECONDING READING AND PUBLIC HEARING ON SEPTEMBER 5, 2012.*

CSC
Attachment

ORDINANCE NO. 06-12

AN ORDINANCE OF THE CITY OF GULF BREEZE FLORIDA, PERTAINING TO CODE ENFORCEMENT; AMENDING SECTIONS 8-28, 8-29, 8-37, 8-56 and 9-128; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze promotes and protects the health, safety and welfare of its citizens through the code enforcement process; and,

WHEREAS, the City of Gulf Breeze has recently undertaken steps to help revitalize and enhance the appearance of the City; and,

WHEREAS, the Code of Ordinances contains differing time periods for abatement of code violations; and,

WHEREAS, the City Council finds it to be in the interest of the City of Gulf Breeze to establish an uniform time period for abatement.

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

SECTION 1. Section 8-28 of the Code of Ordinances of the City of Gulf Breeze is hereby amended to read as follows:

Sec. 8-28. - Procedures for abatement of public nuisance.

The repair, rehabilitation, demolition, clearing, cleaning, or removal as contemplated in sections 8-26 and 8-27, above, shall be in accordance with the following procedures:

- (1) *Notice of violation:* Whenever the city determines that there are reasonable grounds to believe that an unsafe building exists or that a public nuisance as defined in section 8-27 exists, a notice of violation shall be given to the owners of the property of the fact that said building, lot or parcel, constitutes an unsafe building and/or a nuisance. Such notice shall:
 - a. Be in writing;
 - b. Include a statement of reasons why the building, lot or parcel is in violation of sections 8-26 and/or 8-27
 - c. State that the owners of the building, lot or parcel will be allowed a reasonable time period for the performance of such acts which will render the building, lot or parcel in conformity with sections 8-26 and 8-27. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days.
 - d. Provide notice that if the necessary repairs, rehabilitation, demolition, clearing, cleaning or removals are not voluntarily completed within the stated time set forth in the notice of violation, that the city may (i) proceed to repair, rehabilitate, demolish, clean, clear or remove the buildings, lots or parcels and/or take such other actions which it deems necessary to abate the public nuisance; (ii) charge

the owners of the property with the expense of said action by the city, which said charge shall constitute a lien on the property that will accrue interest at the statutory rate for judgments; and (iii) upon completion of the repairs, rehabilitation, demolition, cleaning, clearing, removals or other actions taken to abate the nuisance, the city may initiate and commence efforts to foreclose the lien.

- e. State that the declaration of nuisance and/or unsafe building, as well as any actions required of the owner, may be appealed to the city council at a hearing which will be held for the purpose of hearing the property owner's objections thereto at a scheduled meeting of the city council, the date of which shall be set forth in the notice.

(2) *Service of notice of violation:* The service of the notice of violation shall be as follows:

- a. By personal service upon the owners of the property, or by leaving the notice at the usual place of abode of the owners of the property with a person over the age of 15 years;
- b. By service upon the owners by United States certified mail, return receipt requested; or
- c. Where the owners of the property cannot be found or secret themselves within the state or outside the state, by posting the notice on the premises for seven days, plus notice by publication in a newspaper of general circulation in the city once a week for two consecutive weeks.

(3) *Opportunity to cure; city's right to abate nuisance upon owner's failure:* If the repairs, rehabilitations, demolitions, clearing, cleaning, removals, or other acts contemplated by the notice of violation are not voluntarily completed within the time period set forth therein, the city may proceed to repair, rehabilitate, demolish, clear, clean, remove and otherwise abate the conditions causing the public nuisance. The city may charge the owners of the property with the expense of such action taken by the city to abate the public nuisance. The city shall submit to such persons a statement for said charges through United States certified mail, return receipt requested, to the address at which the said persons were served with the original notice. The owners and/or other persons having legal interest in the property shall have 30 days from the date of mailing of such statement to pay the city the amounts reflected therein. Upon the failure to timely pay the charges, the city shall have a lien upon the property for the amount of the charges which shall accrue interest at the statutory rate for judgments. The city may then record in the public records of Santa Rosa County, Florida, a notice of lien setting forth therein the nature of the lien, the ordinance or other legal authority upon which it is based, a brief description of the circumstances resulting in imposition of the lien, and the amount of the lien. The city may immediately commence foreclosure proceedings upon the lien.

(4) *Appeal rights; hearing:* The owners of the affected property and those who have a legal interest therein may appeal the declaration of nuisance and/or unsafe building and any actions required to abate the public nuisances, to the city council. The appeal shall be in writing, filed with the city manager, and state all grounds for the appeal. The notice of appeal must be filed with the city manager at least ten days before the date of the hearing as set forth in the notice of violation. A hearing will be held upon the appeal at a

regularly scheduled meeting of the city council, the date of which will be set forth in the notice of violation.

SECTION 2. Section 8-29 of the Code of Ordinances of the City of Gulf Breeze is hereby amended to read as follows:

Sec. 8-29. - Abatement of public nuisances imminent danger to public health, safety and welfare.

Notwithstanding the procedures set forth in section 8-28, in the event the city reasonably determines that a public nuisance poses imminent danger to public health, safety or welfare, the city may proceed to immediately repair, rehabilitate, demolish, clear, clean, remove and otherwise abate the conditions causing the public nuisance without first serving the required notice of violation or allowing the property owners opportunity to perform such acts which would render the building, lot or parcel in conformity with sections 8-26 and 8-27. Before taking such immediate action to abate a public nuisance, the city must reasonably determine that the danger to public health, safety and welfare is indeed imminent and that immediate abatement is necessary to avoid possible human injury or death and/or damage to property. Should the city undertake to immediately abate a public nuisance pursuant to the authority set forth in this section, all procedures set forth in section 8-28 shall be applicable to such undertaking, except:

- (1) The city shall serve the notice of violation upon the property owners as soon as possible following the city's determination of the need to proceed with immediate efforts to abate the public nuisance;
- (2) The owners of the building, lot or parcel will be allowed a reasonable time period for the performance of such acts which will render the building, lot or parcel in conformity with sections 8-26 and 8-27. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days. The notice of violation shall state that due to the imminent threat of danger to public health, safety and welfare the city has immediately commenced and/or completed efforts to abate the public nuisance; and
- (3) That in addition to the appellate rights otherwise provided, the owners of the affected property may appeal to the city council the required determinations which were a precondition to the city immediately undertaking to abate the public nuisance.

SECTION 3. Section 8-37 of the Code of Ordinances of the City of Gulf Breeze is hereby amended to read as follows:

Sec. 8-37. - Removal of weeds and grasses; assessment of costs; lien.

- (a) It is the responsibility of each person or entity who owns or is in possession or in control of any parcel of land in the city to maintain that portion of the public right-of-way between said parcel and the paved roadway surface within said right-of-way in accordance with this section.
- (b) The following exceptions apply to the foregoing:
 - (1) Any section of public right-of-way in front of or adjacent to a lot or parcel which has not been cleared or altered from its natural state.

- (2) Any section of public right-of-way between the paved surface of Shoreline Drive and Fairpoint Drive and any adjacent lot or parcel.
 - (3) The portion of the public right-of-way at the rear of a residence developed on a parcel or lot which faces or fronts on another public right-of-way which has a paved roadway.
- (c) Delineation of maintenance responsibility in accordance with this section shall be made by drawing a straight line from:
- (1) The point at which the side lot line of a lot or parcel meets the right-of-way; and
 - (2) To the nearest point on the center line of the paved roadway surface.
- (d) It shall be the duty of the code enforcement officer to cause to be cut down and removed from all public ways and other public places of the city all weeds and grasses which shall grow to a height exceeding 12 inches and, also, to cause to be cut down and removed from any private premises all weeds growing thereon to a height exceeding 12 inches whenever the owner of such premises, occupant, agent of the owner or other person who is required by this section to cut down and remove the weeds and grasses fails or refuses to do so.
- (e) Prior to cutting down or removing weeds and grasses from private premises, an enforcement officer shall give written notice to the owner, occupant, agent of the owner or other person controlling the premises that if such weeds are not cut down or removed within a reasonable time period, the code enforcement officer will cause them to be cut down or removed, and the owner, occupant or agent of the owner will be billed and the property assessed for the cost thereof. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days. Notice shall be deemed to be sufficient if it is prominently posted upon the premises and mailed to the occupant of the premises, if any, or the last owner of record on file in the office of property appraiser or agent of the owner by certified mail, return receipt requested, or personally delivered to any of such persons.
- (f) Upon completion of the cleaning or clearing by the city of any lot, parcel or tract of land not in its original state within the city by removing therefrom the weeds and grasses, undergrowth, trash, filth, garbage or other refuse, the city manager, director of public service or designee shall certify the costs incident to and required by the removal of such offensive matter, specifying the lots and parcels so improved and the nature of the improvements. Thereafter, the city manager shall assess such land, lot or parcel of land for such improvements and the costs thereof and shall take such appropriate action as necessary to place a lien upon such land, parcel or tract of land, which lien shall be equal in dignity to all other special assessments for benefits against property within the city, and shall be collected in the same manner as other special assessments for benefits collected. The city manager is authorized and directed to perform and to do all things necessary for the recording, perfecting and collection of such lien. No such lien shall be recorded unless 30 days have expired without payment of the special assessment after the city manager has served notice of the nature and the amount of the special assessment.

SECTION 4. Section 8-56 of the Code of Ordinances of the City of Gulf Breeze is hereby amended to read as follows:

Sec. 8-56. - Exterior storage of vehicles, boats and trailers.

- (a) Nonoperating vehicles, boats and trailers.
 - (1) No person who owns or is in possession of, in charge of or in control of any property shall keep or allow a nonoperating vehicle, boat, camper or any trailer designed to be pulled by a vehicle to remain in full view on such property longer than 30 days. A nonoperating vehicle is a vehicle which cannot be readily moved under its own power or which is not currently and properly licensed for operation by the state. A nonoperating boat is a boat which is not seaworthy or is not currently licensed for operation by the state. A nonoperating boat trailer, camper or other trailer is one which is not readily transportable on its own tires or is not currently licensed by the state.
 - (2) No ongoing, continuous body work or repair work or similar activities to automobiles, boats, trailers and vehicles is allowed on private property longer than 30 days. Any such activities must be moved to an enclosed building, garage or be so located and fenced so as not to be visible from any public place or street.
 - (3) This section shall not apply to any vehicle, boat or trailer in an enclosed building, or so located upon the premises as not to be visible from any public place or street.
 - (4) This section shall not apply to any vehicle, boat or trailer on the premises of a city-licensed business enterprise operated in a nonresidential district when the keeping or maintaining of such vehicle, boat or trailer is necessary to the operation of such business enterprise, otherwise known as purposeful inventory, or to any vehicle, boat or trailer in an appropriate storage place or depository maintained in a lawful place by the city or any public agency.
 - (5) No person who owns or is in possession of, in charge of or in control of any property shall keep or allow a vehicle, boat, camper or any trailer designed to be pulled by a vehicle to be parked or stored in any public or private right-of-way.
 - (6) Any person who is in violation of this section shall be issued a notice of violation and shall be allowed a reasonable time period for the performance of such acts which will render the property in conformity with this section. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days.
- (b) Storage of vehicles, boats and trailers.
 - (1) Any recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle stored on any residential parcel shall be maintained in a condition or appearance free from holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay, neglect or lack of maintenance, or loss of operating ability.
 - (2) The area immediately under, adjacent to and surrounding any stored recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle shall be kept clear of any

debris, trash, filth, garbage, refuse, rubbish, waste, junk, parts, castoffs, oddments, litter, leavings, ruins.

- (3) The area immediately under stored recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle shall be kept clear of any weeds, grasses or other vegetative material in excess of 12 inches in height.
- (4) No recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type of vehicle shall be stored on any public or private right-of-way.
- (5) Any person who is in violation of this section shall be issued a notice of violation and shall be allowed a reasonable time period for the performance of such acts which will render the property in conformity with this section. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days.

SECTION 5. Section 9-128 of the Code of Ordinances of the City of Gulf Breeze is hereby amended to read as follows:

Sec. 9-128. - Same—Time allotted for abatement.

After receiving notice that a fire hazard exists, the owner, manager or other responsible party is hereby allotted a reasonable time period from the initial inspection to abate all hazards. Such time period will be determined by the City Manager or his/her designee and shall be no fewer than 3 calendar days and no more than 30 calendar days. In the case of an extreme or repeat hazard that poses an immediate threat to the health, safety or welfare of the public, the fire marshal or his designee can reduce the time allotted for the abatement.

SECTION 6. 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 7. 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 8. EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 20TH DAY OF AUGUST, 2012.

ADVERTISED ON THE ON THE 23RD DAY OF AUGUST, 2012.

PASSED ON THE SECOND READING ON THE 5TH DAY OF SEPTEMBER, 2012.

By: _____
Beverly Zimmern, Mayor

ATTESTED TO BY:

Marita Rhodes, City Clerk



City of Gulf Breeze

August 16, 2012

TO: Edwin A. Eddy, City Manager

FROM: Marita Rhodes, City Clerk *Marita*

SUBJECT: **ADDING OLD COPIERS AND PRINTERS TO THE POLICE DEPARTMENT SURPLUS/SALVAGE PROPERTY TO SELL ON GOVDEALS.COM**

Over the last year the City has replaced many copiers and printers throughout the offices and the old machinery is been stored in one of the records storage rooms. Some of the copiers and printers were in working condition when they were placed in the storage area but the longer they remain in storage the greater chance they will not work.

Officer Neff with the Gulf Breeze Police Department has started selling surplus property on Govdeals.com. Staff recommends that the copiers and printers be sold on Govdeals.com as is.

RECOMMENDATION

That the City Council allow the Police Department to proceed with selling surplus/salvage property on the Govdeals.com auction site with the proceeds being deposited into the City General Fund.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
DATE: August 22, 2012
RE: AWARD OF BID FOR CNG 12-PASSENGER (INMATE) VAN
AND (1) CNG ¾-TON CARGO VAN TO HUB CITY FORD

Staff received sealed bids on August 16, 2012 for the above-referenced CNG vans.

There were two bidders and their prices are listed below:

	<u>Hub City Ford</u>	<u>Kelley Buick-GMC</u>
12-Passenger	\$ 40,999.00	\$ 49,280.00
Cargo	<u>34,999.00</u>	<u>38,933.00</u>
	\$ 75,998.00	\$ 88,213.00

Funding: The 12-passenger CNG van is designated as FEMA Alternative Project #11 and the ¾-ton cargo van was previously approved for purchase by the SSRUS Board and City Council. The cargo van was to be supplied via a previous bid with Bartow Chevrolet but they declined to sell us another unit under the bid contract. Based on that event, we included the CNG camera van with the passenger van bid in August.

Based on the bids received, Staff recommends purchase of the vans from Hub City Ford.

RECOMMENDATION: That City Council authorize purchase of one 12-passenger CNG van with funding assigned to FEMA Alt Project #11 for \$40,999.00 and one ¾-ton cargo van with funding assigned to SSRUS for \$34,999.00 from Hub City Ford.



Vernon Prather <vprather@gulfbreezefl.gov>

Utility Vehicle bids

Harrold Hatcher <hhatcher@gulfbreezefl.gov>

Tue, Aug 21, 2012 at 8:20 AM

To: DPS Vernon Prather <vprather@gulfbreezefl.gov>, Thomas Lambert <tlambert@gulfbreezefl.gov>

On August 16, 2012 at 2 PM, sealed bids were opened for 1-12 Passenger, CNG, 3/4 ton van and 1- Cargo, CNG, 3/4 ton van. There were two bidders, Hub City Ford-Mercury, Inc. in Crestview, FL. and Kelley Buick-GMC in Bartow, FL. The results are as follows;

Hub City Ford	Kelley Buick-GMC
12 Passenger- \$40,999.00	\$49,280.00
Cargo- <u>34,999.00</u>	<u>38,933.00</u>
\$75,998.00	\$88,213.00

I have evaluated the bids and offer the following; Hub City was not able to offer the side and rear swing out windows and Kelley Buick-GMC was not able to offer the 3.73 rear axle (3.42 instead). Other than these two minor items, both bidders met the specifications. Therefore, it would be my recommendation that Hub City Ford-Mercury, Inc. be awarded the bid for a combined total of \$75,998.00.

Please let me know if you should need any further information.

Harrold

Harrold G. Hatcher, CPII, CGP
 City of Gulf Breeze
 Public Services Compliance Officer
hhatcher@gulfbreezefl.gov
 1070 Shoreline Drive
 Gulf Breeze, FL. 32561
 tel: 850-934-5136
 fax: 850-934-5114
 mobile: 850-232-9701



City of Gulf Breeze

PLEASE NOTE: Florida has very broad public records law. All e-mail communication with the City of Gulf Breeze is archived and may be subject to public disclosure.

Prepared For:
 HARROLD HATCHER
 CITY OF GULF BREEZE
 Florida

Prepared By:
 Administrator
 HUB CITY FORD
 4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
 Phone: 850-398-6810



Dimensions & Capacities

2012 Ford E-250
 Cargo Van Commercial (E2E)
 Value

Description

Dimensions and Capacities

Output	255 hp @ 4,500 rpm
Torque	350 lb.-ft. @ 2,500 rpm
1st gear ratio	2.840
2nd gear ratio	1.550
3rd gear ratio	1.000
4th gear ratio	0.700
Reverse gear ratio	2.320
City/hwy	12 mpg/16 mpg
Curb weight	5,476 lbs.
GVWR	9,000 lbs.
Front GAWR	3,800 lbs.
Rear GAWR Weight	5,520 lbs.
Payload	3,590 lbs.
Front curb weight	2,967 lbs.
Rear curb weight	2,509 lbs.
Front axle capacity	5,000 lbs.
Rear axle capacity	5,520 lbs.
Front spring rating	3,800 lbs.
Rear spring rating	5,520 lbs.
Front tire/wheel capacity	4,600 lbs.
Rear tire/wheel capacity	6,084 lbs.
Towing capacity	7,400 lbs.
Front legroom	40.0 "
Front headroom	42.0 "
Front hiproom	65.6 "
Front shoulder room	68.1 "
Length	216.7 "
Body width	79.4 "
Body height	84.8 "
Wheelbase	138.0 "
Axle to end of frame	43.8 "
Front tread	69.4 "
Rear tread	66.6 "
Turning radius	24.3 '
Fuel tank	33.0 gal.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
 Reference CT05208032 7/1/2012

Dimensions & Capacities Continued

Prepared For: HARROLD HATCHER
Prepared By: Administrator
Dealership: HUB CITY FORD

Description	Value
Dimensions and Capacities	
Interior cargo volume	237.8 cu.ft.
Interior maximum cargo volume	237.8 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 7/1/2012

Prepared For:
HARROLD HATCHER
CITY OF GULF BREEZE
Florida

Prepared By:
Administrator
HUB CITY FORD
4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
Phone: 850-398-6810



Warranty

2012 Ford E-250

Cargo Van Commercial (E2E)
Months/Distance

Description

Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 7/1/2012

Bid Sheet

1) **3/4 ton 12 Passenger Van total bid cost** **\$40,999.00** _____

Are all options listed included in this bid? Yes **No** _____

If No, list options not included _____

2) **3/4 ton Cargo Van 4X2 total bid cost** **\$34,999.00 EACH** _____

Are all options listed included in this bid? Yes **No** _____

If No, list options not included _____

Date 08-14-2012

Company Name HUB CITY FORD INC.

Company address 4060 SOUTH FERDON, CRESTVIEW, FL 32536

Bidder Name **JOE WINDROW**

Bidder Title **FLEET SALES MANAGER**

Bidder Signature  _____



Re: City of Gulf Breeze Bid

Opening August 16, 2012

We offer the following bids on the vehicles:

2013 GMC Savana 2500 12 Passenger CNG Van = \$49,280

2013 GMC Savana 2500 Cargo CNG Van = \$38,933

We have an exception to the specifications on the Cargo van – General Motors doesn't offer the 3.73 rear axle on the 2500 Cargo van, only on the 1500. You will see in the specs we used 3.42, the only rear axle available.

These prices include all specifications and add-ons, including a GMPP Major Guard Warranty of 6 years / 100,000 miles, bumper to bumper including powertrain. Addendum #1 is included. Both vehicles are FACTORY CNG systems from GM.

We have spec'd GM's 3 tank system for both vehicles. We do not recommend the 4th tank for the passenger van. If desired for the Cargo van, please add: \$ 1,200.

Thank you,

A handwritten signature in black ink, appearing to read 'J.C. Martin', with a stylized flourish at the end.

J.C. Martin

JC Martin, Sales Manager
Commercial/Fleet/Government Sales
255 W Van Fleet Dr - Bartow, FL 33830

863-899-3843 (direct line)
jc@kelleybuickgmc.com

E. SUBJECT: DISCUSSION AND ACTION REGARDING MERGER OF AUDITORS, O'SULLIVAN CREEL, WITH WARREN AVERRET

Reference: Finance Director memo dated January 19, 2012

RECOMMENDATION:

That the City Council authorize the City Manager to provide written consent to O'Sullivan Creel for the continuation of the existing audit engagement terms, conditions and duration with the Warren Averret LLC successor organization.

Councilman Henderson moved for approval of Consent Agenda Items A, B, C, D and E. Councilman Morris seconded. The vote for approval was 5 - 0.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF 1/4 TON CREW CAB FOR PARKS AND RECREATION

Reference: Parks and Recreation Director memo dated January 24, 2012

RECOMMENDATION:

That the City Council declare the 1997 Dodge truck with a utility body that is being used by Parks and Recreation as surplus and direct staff to dispose of it by sealed bids. (Staff will present information regarding purchase of a 12 passenger CNG fueled passenger van to the Council at a future meeting.)

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

B. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SUNSET BOULEVARD PAVING

Reference: Assistant Public Services Director memo dated February 1, 2012

RECOMMENDATION:

That the City Council approve Radford Nix Construction, LLC to complete South Sunset Boulevard Paving Project for the amount of \$446,515 and authorize the Mayor to sign the City's standard construction contract for this project.



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

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

*All Approved by
The Council on
5-7-12*

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

Memo

To: Edwin Eddy, City Manager
From: Steve Milford 
Date: August 21, 2012
Re: Dental, Vision and Ancillary Benefits Coverage for Fiscal Year 2013

Rich & Co. have submitted renewal rates (and options where available) for our ancillary (other than primary medical) insurance coverages and offerings to employees. A summary of the rates for 2013 is shown below:

Coverage Type	Carrier	Change for 2013	Options	Comments
Dental	Guardian	9% (\$4,547 Incr)	Metlife (2.4%)	Ineligible for Metlife 95% Participation Req'd
Vision	Davis	0%	n/a	No rate change
Life (Term)	Standard	20% (\$1,998 Incr)	Fla Combined Life (-12% :reduced coverage)	Incr Admin Burden (not portable/convertible)
LT Disability	Standard	0%	Fla Combined Life (70-105% increases)	No rate change

Rich & Co reported that numerous other carriers in each category responded with “no quote” because they could not be competitive with our existing rates.

Rich & Co is recommending no change in carriers. While the Metlife quote for dental is less of an increase, it is conditional on 95% of all employees enrolling, however currently only about 90% of employees enroll in dental (the rest have coverage with their spouses’ plans). Also, after an estimated 7 years of flat rates in Life coverage, Standard has implemented a 20% rate increase or about \$1,998 total annual premium increase. Even with the increase most carriers responded with “no quote”; Florida Combined Life offered a reduced coverage quote at a 12% reduced premium. Rich & Co are not recommending FCL due to the reduced coverage and their experience of the significant increase in administrative time and paperwork required by FCL to enroll and maintain coverage.

Recommendation:

Staff concurs with the Rich & Co. recommendations and suggests maintaining current carriers for these ancillary coverages at an estimated total annual increase of \$6,545, or about \$75 per full time employee.

City of Gulf Breeze Dental Benefit Analysis October 1, 2012

	Current The Guardian Dental		Renewal The Guardian Dental		Option 1 MetLife Dental	
	In-Network	Out-of Network	In-Network	Out-of Network	In-Network	Out-of Network
	Rates					
Counts						
Employee Only	\$23.28	\$25.38	\$25.38	\$25.38	\$25.87	\$25.87
Employee / Spouse	\$52.11	\$56.80	\$56.80	\$56.80	\$62.59	\$62.59
Employee / Child(ren)	\$70.57	\$76.82	\$76.82	\$76.82	\$83.55	\$83.55
Family	\$82.30	\$100.51	\$100.51	\$100.51	\$97.27	\$97.27
Estimated Annual Premium	\$50,495	\$55,042	\$55,042	\$55,042	\$51,729	\$51,729
Percentage Change	9.00%	9.00%	9.00%	9.00%	2.44%	2.44%
Rate Guarantee	1 Year	1 Year	1 Year	1 Year	1 Year	1 Year
Minimum Participation Required	Current	Current	Current	Current	94% of Eligible Employees	94% of Eligible Employees
Deductible						
Individual	\$50	\$50	\$50	\$50	\$50	\$50
Family	\$150	\$150	\$150	\$150	\$150	\$150
Annual Maximum	\$1,500	\$1,500	\$1,500	\$1,500	\$1,750	\$1,750
Percentage UCR	Negotiated Fee	90th	Negotiated Fee	90th	Negotiated Fee	90th
Diagnostic & Preventive						
Exams						
Cleanings						
Fluoride	100%	100%	100%	100%	100%	100%
Sealants						
X-Rays						
Basic Services						
Fillings						
Endodontics (Root Canal)						
Periodontics (Gum Disease)	100%	80%	100%	80%	100%	80%
Simple Extractions						
Major Services						
Crowns, Inlays, Onlays						
Bridges and Dentures						
Repairs and Adjustments						
Orthodontics						
Appliances and Related Services						
Lifetime Maximum	50%	50%	50%	50%	50%	50%
Age Limitation	\$1,500 To Age 19	\$1,500 To Age 19	\$1,500 To Age 19	\$1,500 To Age 19	\$1,500 To Age 19	\$1,500 To Age 19
Other Features						
Waiting Periods	None	None	None	None	None	None
Maximum Rollover	Included	Included	Included	Included	Not Included	Not Included

City of Gulf Breeze Life Benefit Analysis October 1, 2012

	Current The Standard (1X Annual Salary)	Renewal The Standard (1X Annual Salary)	Option 1 Florida Combined Life (1X Annual Salary)
Rates			
Volume (monthly)	\$3,331,200	\$3,331,200	\$3,331,200
Life Rate (per \$1,000)	\$0.22	\$0.27	\$0.19
AD&D Rate (per \$1,000)	\$0.03	\$0.03	\$0.03
Estimated Annual Premium	\$9,994	\$11,992	\$8,794
Percentage Change		20.00%	-12.00%
Basic Information			
Class / Eligibility	All Eligible Employees	All Eligible Employees	All Eligible Employees
Rate Guarantee	2 Years	2 Years	2 Years
Employee Coverage			
Life Benefit Amount	1X Annual Salary	1X Annual Salary	1X Annual Salary
Benefit Maximum	\$100,000	\$100,000	\$100,000
Guarantee Issue	\$100,000	\$100,000	\$100,000
AD&D Benefits	Yes	Yes	Yes
Other Features			
Reduction Schedule	35% at Age 65 50% at Age 70	35% at Age 65 50% at Age 70	35% at Age 65 50% at Age 70
Waiver of Premium	Included	Included	Included
Accelerated Benefits	Included	Included	Included
Portability	Included	Included	Not Included
Conversion	Included	Included	Not Included
Seat Belt Benefit	Included	Included	Included

* Final Rates are based on actual enrollment

** Refer to plan documents for a list of covered services, and limitations or exclusions

City of Gulf Breeze Long-Term Disability Benefit Analysis October 1, 2012

	Current			Renewal			Option 1			
	The Standard Long-Term Disability			The Standard Long-Term Disability			Florida Combined Life Long-Term Disability			
Rates (per \$100 of monthly covered payroll)										
<25	\$0.122	\$0.122	\$0.122	\$0.122	\$0.122	\$0.122	\$0.270	\$0.270	\$0.270	\$0.270
25-29	\$0.161	\$0.161	\$0.161	\$0.161	\$0.161	\$0.161	\$0.420	\$0.420	\$0.420	\$0.420
30-34	\$0.232	\$0.232	\$0.232	\$0.232	\$0.232	\$0.232	\$0.790	\$0.790	\$0.790	\$0.790
35-39	\$0.314	\$0.314	\$0.314	\$0.314	\$0.314	\$0.314	\$0.830	\$0.830	\$0.830	\$0.830
40-44	\$0.443	\$0.443	\$0.443	\$0.443	\$0.443	\$0.443	\$1.210	\$1.210	\$1.210	\$1.210
45-49	\$0.621	\$0.621	\$0.621	\$0.621	\$0.621	\$0.621	\$1.620	\$1.620	\$1.620	\$1.620
50-54	\$0.799	\$0.799	\$0.799	\$0.799	\$0.799	\$0.799	\$2.190	\$2.190	\$2.190	\$2.190
55-59	\$0.982	\$0.982	\$0.982	\$0.982	\$0.982	\$0.982	\$2.300	\$2.300	\$2.300	\$2.300
60-64	\$1.031	\$1.031	\$1.031	\$1.031	\$1.031	\$1.031	\$2.300	\$2.300	\$2.300	\$2.300
65-69	\$1.082	\$1.082	\$1.082	\$1.082	\$1.082	\$1.082	\$2.300	\$2.300	\$2.300	\$2.300
70-74	\$1.136	\$1.136	\$1.136	\$1.136	\$1.136	\$1.136	\$2.300	\$2.300	\$2.300	\$2.300
75+	\$2.906	\$2.906	\$2.906	\$2.906	\$2.906	\$2.906	\$2.300	\$2.300	\$2.300	\$2.300
Basic Information										
Plan Type (Employer Paid / Voluntary)	Voluntary			Voluntary			Voluntary			Voluntary
Class / Eligibility	All Eligible Employees			All Eligible Employees			All Eligible Employees			All Eligible Employees
Flare Guarantee	2 Years			2 Years			2 Years			2 Years
Benefit										
Benefit Percentage	60%			60%			60%			60%
Monthly Benefit Maximum	\$5,000			\$5,000			\$5,000			\$5,000
Monthly Benefit Minimum	\$100			\$100			\$100			\$100
Elimination Period	90 Days			90 Days			90 Days			90 Days
Social Security Integration	Included			Included			Included			Included
Benefit Duration										
Own Occupation	24 Months			24 Months			24 Months			24 Months
Any Occupation	To Age 65			To Age 65			To Age 65			To Age 65
Plan Limitations										
Pre-Existing	3 / 12			3 / 12			12 / 6 / 24			12 / 6 / 24
Self-Reported	24 Months			24 Months			24 Months			24 Months
Chemical Dependency	24 Months			24 Months			24 Months			24 Months
Mental / Nervous	24 Months			24 Months			24 Months			24 Months
Exclusions										
	Yes			Yes			Yes			Yes
Other Features										
Work Incentive	Included			Included			Included			Included
Waiver of Premium	Included			Included			Included			Included

* Final Rates are based on actual enrollment

** Refer to plan documents for a list of covered services, and limitations or exclusions

City of Gulf Breeze Vision Cost Analysis October 1, 2012

	Current		Renewal	
	Davis Vision Voluntary Vision		Davis Vision Voluntary Vision	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Rates				
	Counts			
Employee Only	32	\$5.98		\$5.98
Employee / Spouse	21	\$10.76		\$10.76
Employee / Child(ren)	11	\$11.35		\$11.35
Family	19	\$17.92		\$17.92
Estimated Annual Premium		\$10,592		\$10,592
Dollar Change				\$0
Rate Guarantee		1 Year		1 Year
Lenses		\$25		\$25
Single	Paid In Full	\$25	Paid In Full	\$25
Bifocal	Paid In Full	\$35	Paid In Full	\$35
Trifocal	Paid In Full	\$45	Paid In Full	\$45
Lenticular Lens	Paid In Full	\$60	Paid In Full	\$60
Contact Lenses	\$100 Allowance (12 Months)	\$75 Max (12 Months)	\$100 Allowance (12 Months)	\$75 Max (12 Months)
Frames	\$100 Allowance (24 Months)	\$30 Max (24 Months)	\$100 Allowance (24 Months)	\$30 Max (24 Months)
Exams	\$10 Copay (12 Months)	\$30 Max (12 Months)	\$10 Copay (12 Months)	\$30 Max (12 Months)

* Final Rates are based on actual enrollment

** Refer to plan documents for a list of covered services, and limitations or exclusions



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 22, 2012
RE: Stormwater Utility Rate Increase

We have established a Stormwater Utility expense budget for 2013 of \$204,637.98 based on increases in costs and benefits as well as adjustment of the debt service.

The current rate only supports revenue of \$195,000. In order to recover this deficit and generate a small increase, staff recommends a \$0.25 per ERU rate increase. The table below shows the revenue generated by the current rate and different rate increases.

Revenue vs. Rates (5% vacancy used)			
Units	Charge	=	Revenue
3836	\$4.25	=	\$195,627
3836	\$4.50	=	\$207,134
3836	\$4.75	=	\$218,641
3836	\$5.00	=	\$230,149

Increasing the rate \$0.25 from \$4.25 to \$4.50 will generate an additional \$11,507. We suggest this step be taken, because the cost for the Stormwater Utility will only be increasing with time due to increased permit requirements and new infrastructure to maintain.

The following is the recommend schedule for the rate increase approval which will be synchronized with the other rate increases:

Cycle 1 Bill Message	October 1, 2012
Public Hearing	October 15, 2012
Rates Effective	November 15, 2012

RECOMMENDATION: The City Council approve the \$0.25 increase be approved according to the schedule listed above, with the public hearing held on October 15, 2012.

CUSTOMER	ERUs
GULF BREEZE ELEMENTARY SCHOOL	252.44
GULF BREEZE HOSPITAL	121.8
CITY OF GULF BREEZE	119.8
BAHAMA BAY	112
SAILWIND CONDOS	80
THE BREEZE APARTMENTS-	70
ST ANN'S CATHOLIC CHURCH	40.5
BAY BEACH INN	40.5
OUR GULF COAST MANAGEMENT	33.8
WAL-MART STORES, INC, #5623	28.6
MOULTON PROPERTIES INC	18
GULF BREEZE METHODIST CHURCH	16.8
CITY OF GULF BREEZE	15.7
FIRST BAPTIST CHURCH	14.2
STORAGE ADVANTAGE	13.8
THE VILLAS AT GULF BREEZE	13.2
G B PRESBYTERIAN CHURCH	12.5
MOULTON PROPERTIES INC	11.3
OFFICE DEPOT #2113	10.4
GULF COAST INN	9.4
BAYSIDE COLLISON CENTER	9.3
MCDONALD'S #7726	9.3
400 GBC, LLC	8.7
SUN BANK/WEST FLORIDA	8.5
COMPASS BANK	8.5



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 22, 2012
RE: City Water/Sewer Utility Rate Increase

We have established a water & Sewer expense & capital budget for 2013 of \$1,986,770 based on increases in costs and benefits as well as overdue capital investment. The revenue expected at the current rate is only \$1,877,850 leaving a deficit of \$108,920. The following are the options for handling this deficit:

1. Funding the entire deficit from reserves, which currently are currently valued at \$936,000.
2. Partial fund the deficit with a rate increase and the remainder from reserves. With operational savings throughout the year, the possibility of needing the reserves would be small. The recommended rate increase would be \$0.49/\$1.01 to water/sewer base rates, and \$0.05/\$0.12 to the water/sewer volumetric rates. This would generate an additional \$66,167, leaving \$42,753 funded from reserves (or operational savings).
3. Fund the entire deficit with a rate increase of \$1.00/\$1.51 to water/sewer base rates, and \$0.05/\$0.22 to the water/sewer volumetric rates.

The following is the recommend schedule for the rate increase approval which will be synchronized with the other rate increases:

Cycle 2 Bill Message	September 10, 2012
Cycle 3 Bill Message	September 17, 2012
Cycle 4 Bill Message	September 25, 2012
Cycle 1 Bill Message	October 1, 2012
Public Hearing	October 15, 2012
Rates Effective	November 15, 2012

RECOMMENDATION: The City Council approve the full funding of the deficit be approved according to the schedule listed above, with the public hearing held on October 15, 2012.

**Proposed City Water and Sewer Increases
F/Y 2013**

WATER SCENARIOS FOR REVENUE GENERATED						
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	2586	*(	9.41	+	8.55	* 2.70) * 12 = 1,008,384.84
Rate Increase Base +0.49 & Vol. +0.05	2586	*(	9.90	+	8.55	* 2.75) * 12 = 1,036,856.70
SEWER SCENARIOS FOR REVENUE GENERATED						
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	1503	*(	13.09	+	9.00	* 3.68) * 12 = 833,443.56
Rate Increase (\$1.01) Base +1.01 & Vol. +0.12	1503	*(	14.10	+	9.00	* 3.80) * 12 = 871,138.80

PROPOSED RATE INCREASE						
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
Water	2586	*(	9.90	+	8.55	* 2.75) * 12 = 1,036,856.70
Sewer	1503	*(	14.10	+	9.00	* 3.80) * 12 = 871,138.80
					TOTAL	1,907,995.50
					NET INCREASE	66,167.10

THE EFFECT OF THE PROPOSED RATE INCREASE ON WATER & SEWER CUSTOMER						
No Change for Water Only Customers						
	Gallons Used	Current Bill	Proposed	Incr	% Incr	Per Year
	1000	\$28.88	\$30.55	\$1.67	5.78%	\$20.04
	3000	\$41.64	\$43.65	\$2.01	4.83%	\$24.12
	4000	\$48.02	\$50.20	\$2.18	4.54%	\$26.16
	5000	\$54.40	\$56.75	\$2.35	4.32%	\$28.20
	6000	\$60.78	\$63.30	\$2.52	4.15%	\$30.24
	10000	\$86.30	\$89.50	\$3.20	3.71%	\$38.40
	12000	\$99.06	\$102.6	\$3.54	3.57%	\$42.48

Proposed City Water and Sewer Increases
F/Y 2013

WATER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	2586	*(	9.41	+	8.55	* 2.70) * 12 = 1,008,384.84
Rate Increase	2586	*(	10.41	+	8.55	* 2.75) * 12 = 1,052,683.02
Base +1 & Vol. +0.05						

SEWER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	1503	*(	13.09	+	9.00	* 3.68) * 12 = 833,443.56
Rate Increase (\$1.51)	1503	*(	14.60	+	9.00	* 3.90) * 12 = 896,389.20
Base +1.51 & Vol. +0.22						

PROPOSED RATE INCREASE

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
Water	2586	*(	10.41	+	8.55	* 2.75) * 12 = 1,052,683.02
Sewer	1503	*(	14.60	+	9.00	* 3.90) * 12 = 896,389.20
					TOTAL	1,949,072.22
					NET INCREASE	107,243.82

THE EFFECT OF THE PROPOSED RATE INCREASE ON WATER & SEWER CUSTOMER

No Change for Water Only Customers

Gallons Used	Current Bill	Proposed	Incr	% Incr	Per Year
1000	\$28.88	\$31.66	\$2.78	9.63%	\$33.36
3000	\$41.64	\$44.96	\$3.32	7.97%	\$39.84
4000	\$48.02	\$51.61	\$3.59	7.48%	\$43.08
5000	\$54.40	\$58.26	\$3.86	7.10%	\$46.32
6000	\$60.78	\$64.91	\$4.13	6.79%	\$49.56
10000	\$86.30	\$91.51	\$5.21	6.04%	\$62.52
12000	\$99.06	\$104.8	\$5.75	5.80%	\$69.00



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 8/22/2012

Subject: Wal Mart Lift Station

The decorative fence in front of the Wal Mart store has improved and updated the appearance of the area from Andrew Jackson Trail to Northcliff on the east side of Gulf Breeze Parkway. One exception is the City's lift station in the middle of the recently improved area.

Following a review of this and other detractors from appearance with Mayor Pro-Tem Schluter and Councilman Henderson, staff developed a plan for updating the lift station for your consideration.

Please refer to the attached photo. We would undertake the following tasks:

1. The sidewalk along the interior would be removed and replaced with high back curbing.
2. The bollards would be removed. The function served by the bollards would be provided by the curbing.
3. The fire hydrant would be relocated to a location on the interior of the parcel.
4. The large electrical panel parallel to Gulf Breeze Parkway would be relocated to a location perpendicular to the road and on the south end of this parcel. The size of this panel would be reduced by one third.
5. Decorative fence would be installed along the parkway side matching and connecting to the recently installed fence.
6. A natural gas generator would be installed on site.
7. Landscaping would be added where possible consistent with the Wal Mart on site.

The estimated cost of this project is \$32,000. Funding could come from Community Redevelopment funds and/or the Water/Sewer fund reserves.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE A BUDGET OF \$32,000 FOR THE UPGRADE OF THE WAL MART LIFT STATION. WE RECOMMEND THIS PROJECT BE FUNDED BY THE CRA.





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: August 21, 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 Miller Sellen 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: 151704 for professional services from July 8, 2012 to August 4, 2012. in the amount of \$34,093.47. This is the sixth payment against this \$329,500 contract. YTD we have spent \$160,444.31. The following actions have been taken against contract tasks:

Task 3 – Revitalization Alternatives

Post charrette clean-up of alternative drawings.
Takeoffs (land area calculations) to determine development program (residential units, non-residential use and square feet) for each catalyst site.
Coordination with economics consultant to calculate data needed for stabilized financial analysis.
Review tax assessor data to determine assessed value of each parcel in catalyst site.
Draft transportation infrastructure costs and impacts.

Task -4 – Market Analysis

Gibbs Planning Group retail analysis and participation at design charrette.

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

Reminder that on September 6th at 5:30 pm the Master Plan Steering Committee meets at City Hall. They will be reviewing the design charrette results, including the three potential land use alternatives, potential infrastructure improvements and costs, and development potential at the identified catalyst sites. Metrics will be provided to help evaluate the different alternatives (fiscal impacts, traffic impacts, cost of infrastructure, etc.). At the end of the meeting, the Steering Committee will select a preferred alternative plan that will become the basis for the final draft Master Plan. This plan will be presented at the third and final public workshop in the fall.

RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Wednesday, September 5, 2012 and approve payment of Invoice No. 151704 for \$34,093.47 to VHB Miller Sellen.



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

Invoice

Invoice No: 0151704
August 08, 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 July 08, 2012 to August 04, 2012

Task 00000 Reimbursables
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Context Report	25,000.00	94.00	23,500.00	23,500.00	0.00
Public Participation Process	105,000.00	77.00	80,850.00	80,850.00	0.00
Revitalization Alternatives	75,000.00	36.00	27,000.00	11,250.00	15,750.00
Market Analysis	54,500.00	50.75	27,658.75	12,644.00	15,014.75
Master Plan Preparation	55,000.00	0.00	0.00	0.00	0.00
Total Fee	314,500.00		159,008.75	128,244.00	30,764.75
	Total Fee			30,764.75	

Reimbursable Expenses

Postage & Delivery	2.50
Travel & Lodging	3,245.31
Mileage	26.65
Meals	44.67
Printing	9.59
Total Reimbursables	3,328.72

Total this Task \$34,093.47

Total this Invoice \$34,093.47

Billings to Date

	Current	Prior	Total
Fee	30,764.75	128,244.00	159,008.75
Labor	0.00	7,362.50	7,362.50
Consultant	0.00	4,677.36	4,677.36
Expense	3,328.72	20,160.45	23,489.17
Totals	34,093.47	160,444.31	194,537.78

Outstanding Invoices

Number	Date	Balance
0150546	7/12/2012	77,168.84

Payment Due Upon Receipt.

Original copy

Project	61691.00	City of Gulf Breeze/Master Plan/Santa Ro	Invoice	0151704
	Total			77,168.84

Payment Due Upon Receipt.

Original copy



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 22, 2012
RE: SSRUS Economic Recovery

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

The City Council asked about the effects on SSRUS customers from the economic downturn and the loss of taps fees as a revenue source. The attached graph shows the 2001 through 2012 rates and the average bill for a water and sewer customer. The overall increase averages 4.79% per year. This is higher than the 2.25% Southern Region CPI for the same period.

Because the cost of living increased at the same time that SSRUS lost over \$1 million in taps fees, if you subtract the CPI from the average rate increase, you realize that the City only had to increase rates 2.54% per year to recover from the loss of tap fees.

This average increase took place more in the later years, with the single largest jump in 2007. The graph also shows that from 2001 through 2006 the SSRUS customers experienced less than a 1% increase per year, which was much less than the CPI for that time period.

SSRUS Average Customer Bill

Over the 11 year period the average increase per year is 4.79%.

