

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

SEPTEMBER 12, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Development Review Board Referral of Sept. 4, 2012
 - I. Richard Hubbell - 26 Highpoint Drive
Request to Replace the Existing Seawall and Deck,
Adding to the Deck Landward of the Seawall and
Repairing Existing Dock
- B. Discussion and Action Regarding Approving Resolution 16-12, Final Millage Rate of 1.90 for FY 2013 and Resolution 17-12, Establishing Final Budget for Fiscal Year 2013
- C. Discussion and Action Regarding Special Event Request - Calvary Chapel Annual Fall Harvest Festival, Saturday, October 27, 2012, 2:00 - 6:00 p.m.
- D. Discussion and Action Regarding Special Event Request - St. Francis of Assisi Episcopal Church - Run/Walk with Pets, October 6, 2012 8:00 a.m.
- E. Discussion and Action Regarding Approval to Bid for Purchase of 40 SCBA Bottles for the Fire Department
- F. Discussion and Action Regarding SSRUS Board Recommendations of August 23, 2012
 - I. SRF Loan Repayment
 - II. Rate Increase and Final Budget Approval
- G. Discussion and Action Regarding Award of Bid - Montrose and Navy Cove Boulevard Water Main Improvements
- H. Discussion and Action Regarding Award of Bid - Christmas Holiday Decorations - Highway 98
- I. Discussion and Action Regarding Tree Replacement - Access Road

- J. Discussion and Action Regarding Resolution 18-12, Approves Application for a Community Development Block Grant
- K. Discussion and Action Regarding Public Hearing for September 18, 2012 for Application of Community Development Block Grant in the Amount of \$650,000

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

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

**MINUTES
DEVELOPMENT REVIEW BOARD
SEPTEMBER 4, 2012
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

George Williams
Samantha Rine
Lee Brown
Laverne Baker
JB Schluter
Bill Clark

ABSENT

Ramsey Landry

STAFF

Shane Carmichael
Leslie Guyer

The meeting was called to order at 6:30 p.m. by Lee Brown, Chairman.

After Roll Call, a motion was made by George Williams to approve the minutes as written. The motion was seconded by Bill Clark. The minutes from the meeting of August 7, 2012 were approved unanimously.

Mr. Brown asked if any members had any exparte communication regarding the pending case.

Mr. Clark stated he visited the site, but did not speak with anyone. Mr. Clark also lives on Highpoint Drive. No other exparte communication was reported.

PROJECT NO. 12-3000007 – RICHARD HUBBELL, 10630 NELLIE BROOK CT, DULUTH, GA., IS PROPOSING TO REPLACE THE EXISTING SEAWALL AND DECK BEHIND HIS RESIDENCE AT 26 HIGHPOINT DRIVE, GULF BREEZE, FL. THE APPLICANT WILL ALSO BE ADDING TO THE DECK, LANDWARD OF THE SEAWALL AND REPAIRING THE EXISTING DOCK.

There was not a representative present at the meeting for the project. The Board decided to review the case on the basis that it is a Level III Development and the project must undergo an additional review by City Council before final approval.

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

After a discussion, a motion was made by JB Schluter to approve the project as submitted. Bill Clark seconded the motion. The vote for approval was 5-1 with George Williams dissenting.

The project is classified as Level III Development and must go to the City Council for final approval on September 18, 2012

As there was no other business to come before the Board, the meeting was adjourned at 6:38 p.m.

ATTESTED TO:



Leslie Guyer, Deputy City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 7, 2012

SUBJECT: FINAL RESOLUTIONS, FISCAL YEAR 2012-2013 BUDGET

Attached please find a copy of Resolution No# 16-12, which establishes the final millage rate at 1.90 for FY 2013 and Resolution No# 17-12, which establishes a budget for the City's various funds for FY 2013.

It is now appropriate for the City Council to convene the second and final public hearing on the FY 2013 budget and approve these resolutions.

RECOMMENDATION:

That the City Council convene a Public Hearing on Tuesday, September 18, 2012, Gulf Breeze City Hall at 6:30 pm and approve Resolutions 16-12 and 17-12.

RESOLUTION NO. 16-12

**A RESOLUTION 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 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 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.

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk

RESOLUTION NO. 17-12

A RESOLUTION TO BE ENTITLED:

A RESOLUTION 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:

	General Fund		Urban Core Redevel		GB Financial		Natural Gas Fund		SSRUS Fund		Solid Waste Fund		Water & Sewer Fund		Stormwater Fund		Traffic Citation Fund	
	Fund		Fund		Financial	Fund		Fund		Fund		Fund		Fund		Fund		Fund
Taxes	2,469,221		752,089															
Licenses Fees & Permits	12,500																	
Intergovernmental Revenue	579,313				702,401		2,000,000		4,091,593		1,064,431		1,842,350		195,000		425,000	
Charges for Services	283,800																	
Fines & Forfeits	186,900				237,000		6,000		459,446				35,500				6,000	
Miscellaneous Revenues	211,264								227,557				105,059		9,638			
Other Sources	1,868,737								4,778,596		1,064,431		1,982,910		204,638		431,000	
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:																		
Wages	2,424,523		0		80,900		359,120		965,110		77,549		266,068		90,125		0	0
Taxes & Benefits	572,070		0		28,218		113,366		291,198		9,550		63,770		27,046		0	0
Services & Contracts	455,960		300,000		72,840		892,500		627,500		903,487		764,946		15,000		30,000	30,000
Operating Expenses	727,466		82,300		17,400		97,400		607,900		3,000		142,100		11,400		305,000	305,000
Administration	485,010		7,100		17,040		157,590		305,200		4,000		78,600		2,500		21,000	21,000
Debt Costs (Int & Prin)	444,102		0		3,756		0		1,063,042		0		113,089		42,567		0	0
Contribution & Grants	0		0		24,000		0		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	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	431,000
Capital	0		168,952		0		121,200		424,211		0		155,000		0		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	431,000
RESERVES:	323,878		0		195,247		73,207		222,657		0		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

FROM:

TO:

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:

FROM:

TO:

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 18th day of September, 2012.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

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: Richard Hawthorne, Dep. Chief *OK*

Ref: Special Event Application

Date: August 24, 2012

Calvary Chapel has submitted an application for their yearly fall Harvest Festival. The festival will be held once again at the Rec Center and will have kid's games, tennis tournament, rock wall, basketball tournament, skateboard tournament and other events. The event will be on October 27, 2012 from 2pm -6pm. An estimated 1500 -2000 persons will be in attendance through out the day. Calvary Chapel has had the event for several years and it has always been very successful event with no impact to law enforcement.

RECOMMENDATION: That the City Council approve the application.





Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

City of Gulf Breeze Special Event

Packet Includes:

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

**The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561**

At least (30) days prior to the special event


Applicant's Signature

8-20-12
Date



Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

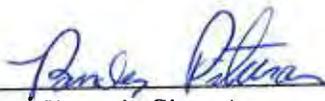
City of Gulf Breeze

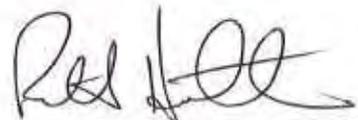
REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

Applicant must provide the following information 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 the telephone number of the person(s) 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 the 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 the 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 8-20-12
Date


Police Department's Approval 8-24-12
Date

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

8-23-12
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name COASTLINE CALVARY CHAPEL
Address 1122 ORIOLE BEACH Rd. GULF BREEZE FL. 32563

2. PERSON REQUESTING PERMIT:

Name RANDY PITMAN
Address 1122 ORIOLE BEACH Rd. GULF BREEZE FL. 32563
Phone 932-8197 OR 207-7655

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

Name RANDY PITMAN
Address 1122 ORIOLE BEACH RD. GULF BREEZE FL. 32563
Phone 932-8197 OR 207-7655

4. DATE, HOURS AND LOCATION OF EVENT:

SATURDAY, OCTOBER 27TH 2012 FROM 2-6pm with SET-UP
beg. around 8am.

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

NAME: HARVEST FESTIVAL - CARNIVAL GAMES, FREE PAINTING, Blow-up toys / Bouncy Houses,
BASKETBALL SKATE BOARD TOURN., FOOD VENDERS etc.
- Attendance based on yrs past in four hr period is 1500 - 3000 people.
- ROADS EFFECTED would BE Shoreline + Sunset Inter.
- EVENT IS FREE: Food TO BE SOLD.

Randy Pitman 8-20-12
Applicant's Signature/Date

[Signature] 8-24-12
Police Department's Approval/Date

City Manager's Approval/Date

COASTLINE HARVEST FESTIVAL 2012





CERTIFICATE OF LIABILITY INSURANCE

COAST05

OP ID: JK

DATE (MM/DD/YYYY)

08/21/12

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

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

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Jason D. Broxson	850-432-9912 850-432-3875	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Coastline Calvary Chapel Inc. 1122 Oriole Beach Road Gulf Breeze, FL 32563	INSURER A : Cincinnati Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	CAP5881294	05/15/10	05/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA5881294	05/15/12	05/15/13	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$		CAP5881294	05/15/12	05/15/13	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS DTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Gulf Breeze is listed as an additional insured for an event at Shoreline Park on October 27, 2012

CERTIFICATE HOLDER**CANCELLATION**

CITYGB1

City of Gulf Breeze
 800 Shoreline Drive
 Gulf Breeze, FL 32561

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager
From: Richard Hawthorne, Dep. Chief
Ref: Special Event Application
Date: August 31, 2012

St. Francis of Assisi Episcopal Church has submitted an application for a 1 mile fun run/walk with pets to be held on October 6, 2012 at 8am. The walk will leave the church and make a loop around James River Road and Plantation Hill Road and return to the church. They anticipate approximately 150 participants. This pet walk will not require much traffic control. We will utilize on-duty officers to assist during this short walk.

RECOMMENDATION: That the City Council approve the application.





Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

City of Gulf Breeze Special Event

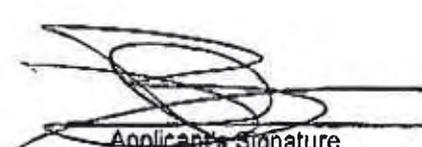
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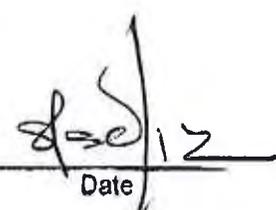
1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

**The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561**

At least (30) days prior to the special event


 Applicant's Signature


 Date



Gulf Breeze Police Department

Law

311 Fairpoint Drive
Gulf Breeze, FL 32561

Chief Robert Randle
Deputy Chief Rick Hawthorne

Office 850-934-5121
Fax 850-934-5127

City of Gulf Breeze

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

Applicant must provide the following information 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 the telephone number of the person(s) 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 the 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 the necessary fire prevention rules, regulations and guidelines.

Special Event Application

Page 2

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

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

8/30/12

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name St. Francis of Assisi Episcopal Church
Address 1 St. Francis Drive, GB, 32561

2. PERSON REQUESTING PERMIT:

Name Leslie R. Broofsky
Address 1536 Deer Moss Ct, GB, 32563
Phone 982-5520

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

Name Ann Wolf (Leslie Broofsky)
Address 1 St. Francis of Assisi
Phone 932-2861

4. DATE, HOURS AND LOCATION OF EVENT:

Sat. October 6, 2012
8a.m.
St. Francis of Assisi

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

• Mile Fun Run/Walk w/ Animals
• Approx 75
• No Vehicles
• Funds - local charities

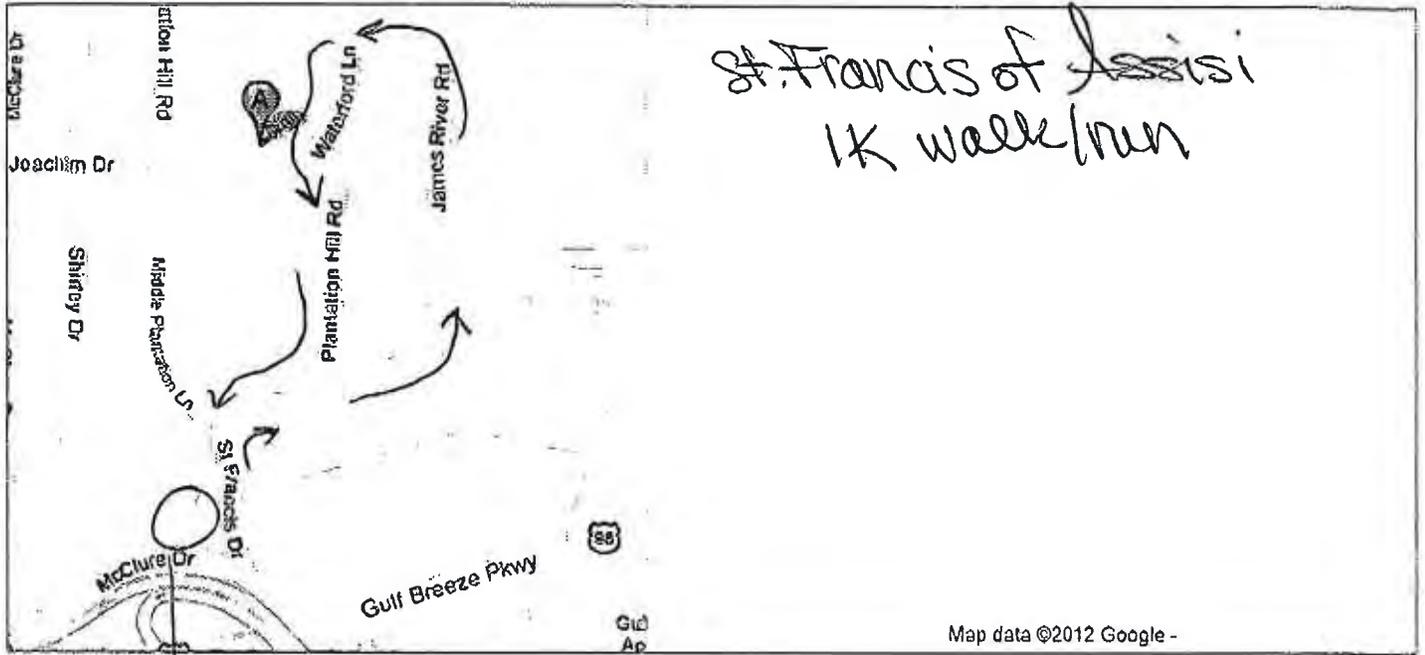
[Signature] 8/30/12
Applicant's Signature/Date

[Signature] 8-30-12
Police Department's Approval/Date

City Manager's Approval/Date

To see all the details that are visible on the screen, use the "Print" link next to the map.

Google



St. Francis of Assisi
1K walk/run

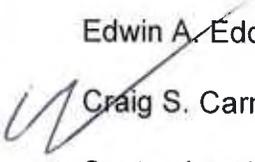
Start/End

Map data ©2012 Google -



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  Craig S. Carmichael, Fire Chief
DATE: September 4, 2012
SUBJECT: **SCBA Bottles**

As you are aware, part of next year's budget includes the replacement of 40 SCBA bottles for the fire department. Our current bottles were shipped with the air packs and are Scott 4,500 PSI carbon composite. Composite bottles are made up of a thin walled aluminum cylinder surrounded by fiber wrappings and covered with an epoxy resin. Composite bottles are extremely light weight when compared to bottles made entirely of steel or aluminum. Federal DOT standard's limits the lifespan of composite bottles to 15 years (see Exhibit "A"). Our bottles were purchased in 1997 and will reach the end of their lifespan at the end of the current calendar year.

Since our bottles will no longer be in compliance with regulatory standards at the end of the year, staff is requesting that the City Council authorize moving forward with the bid process prior to the commencement of the new fiscal. The actual order would not take place until October 1, 2012.

Over the past several years, there has been much debate in the fire service about the use of aftermarket bottles. As with cars, aftermarket parts and equipment can be acquired at substantial savings. Unfortunately due to OSHA and NIOSH regulations, parts and components of an SCBA must be OEM (see Exhibit "B").

Please see Exhibit "C" for detailed bottle specifications.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO MOVE FORWARD WITH BID PROCESS FOR 40 SCOTT 4,500 PSI, 30 MINUTE CARBON COMPOSITE SCBA CYLINDERS.

attachments



EXHIBIT "A"

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SCBA Cylinders

Question:

We are having a discussion at my workplace on the lifespan of SCBA cylinders regardless of their composition. It is our understanding that there is a specific 15 year lifespan on all cylinders with a 5 year hydrostatic test cycle. Could you please provide information and reference to any standards? Thanks

Answer:

In general, composite-reinforced cylinders used with self-contained breathing apparatus (SCBA) all have a 15-year maximum life span. SCBA cylinders made entirely of steel or aluminum do not have a predetermined life.

Cylinder life, along with most other cylinder requirements, is governed in the U.S. by the Hazardous Materials Regulations. These are contained in Title 49, Code of Federal Regulations, Parts 171 to 185 and are handled by the Department of Transportation's Pipeline and Hazardous Materials Safety Administration. DOT regulations are available at their web site at <http://hazmat.dot.gov/regs/rules.htm>.

The schedules for hydrostatic retests for steel and aluminum cylinders are defined in 49 CFR 180.209 Requirements for Requalification of Specification Cylinders. They can be found at: <http://www.myregs.com/dotrspa/>

Specifications for all-steel and all-aluminum cylinders (that is, cylinders having no composite reinforcement) are detailed in those regulations. You can tell what type of cylinder you have by looking for a "DOT-" marking followed by an identifying code and the service pressure. Steel SCBA cylinders are marked with "3A" or "3AA" and aluminum cylinders with "3AL".

The regulations do not define a maximum life for 3A, 3AA, or 3AL cylinders, so they may be used as long as they continue to pass their periodic requalification, including hydrostatic testing. Full details are found in 49 CFR Part 180.

However, the regulations do not contain any specifications for composite-reinforced cylinders. These are usually made with an aluminum liner and wrapped with fiberglass, Kevlar, or carbon fiber. The DOT handles these by issuing "special permits" (formerly known as "exemptions") to cylinder manufacturers on a case-by-case basis. To be certain of which rules apply, you need to see the special permit or exemption for your cylinder.

As an example, suppose your cylinder were marked "DOT-E 10915". Looking up the special permit for this cylinder at, you find that it is manufactured by Luxfer Gas Cylinders. It notes that "Cylinders manufactured under this exemption are not authorized for use fifteen (15) years after the date of manufacture."

The only way to be sure of the requirements that apply to your composite-reinforced cylinder is to read the special permit or exemption for it.

When it started granting exemptions for carbon-fiber reinforced cylinders, DOT left an option open to potentially extend the service life for these cylinders to 30 years. However, to my knowledge no such extension has yet been granted.

Contact information for asking hazardous materials questions of DOT is at http://hazmat.dot.gov/sp_app/special_permits/spec_perm_index.htm.

Here is the information for the different types of SCBA cylinders in terms of the DOT service life and mandatory requirement for periodic hydrostatic testing:

- Steel cylinders—every 5 years (indefinite life until it fails a hydro test; but commonly regarded as 30 years)
- All aluminum (not including hoop wrapped)—every 5 years (indefinite life until it fails a hydro test; but commonly regarded as 30 years)
- Hoop-wrapped (aluminum)—every 3 years (15 year life)
- Fully wrapped fiberglass—every 3 years (15 year life)
- Fully wrapped Kevlar—every 3 years (15 year life)
- Fully wrapped carbon fiber—every 5 years (15 year life)

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EXHIBIT "B"

UNITED STATES
DEPARTMENT OF LABOR

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Business[Standard Interpretations - Table of Contents](#)• Standard Number: [1910.134\(d\)\(1\)\(ii\)](#); [1910.156\(f\)\(1\)\(iv\)](#); [1910.120\(q\)\(3\)\(x\)](#)

OSHA requirements are set by statute, standards and regulations. Our interpretation letters explain these requirements and how they apply to particular circumstances, but they cannot create additional employer obligations. This letter constitutes OSHA's interpretation of the requirements discussed. Note that our enforcement guidance may be affected by changes to OSHA rules. Also, from time to time we update our guidance in response to new information. To keep apprised of such developments, you can consult OSHA's website at <http://www.osha.gov>.

June 20, 1997

MEMORANDUM FOR: REGIONAL ADMINISTRATORS

FROM: JOHN B. MILES, JR., Director
[Directorate of Enforcement Programs]

SUBJECT: SCBA Cylinder Interchangeability

Recently it has come to our attention that some manufacturers are promoting their lower priced cylinders for use on other manufacturer's self-contained breathing apparatuses (SCBAs). They are also telling their customers that this practice is allowed by OSHA standards. This statement is misleading. Employers who use components from other manufacturers on respirator equipment are voiding the NIOSH approval for their respirators.

Two of OSHA's standards [[1910.156\(f\)\(1\)\(iv\)](#) and [1910.120\(q\)\(3\)\(x\)](#)] do permit the use of other manufacturer's cylinders on self-contained breathing apparatuses (SCBA's), when **deemed necessary to meet the tasks at hand**. OSHA's concession to this practice is only intended to be granted in emergency, lifesaving situations.

An example of an allowed situation would be when several different emergency response organizations respond to a hazardous situation that requires the use of their SCBA's. As the cylinder supplies are depleted, the appropriate approved cylinder may not be available for a particular SCBA when a life-saving response is required. Rather than waiting until the appropriate cylinder is obtained, the responder is permitted to use another manufacturer's cylinder provided it meets the specifications of the respirator manufacturer and has the same capacity and pressure rating. Although this, temporarily, voids NIOSH approval, OSHA believes the interchangeability of air cylinders is important enough to life safety of fire brigade members to permit it. After the emergency, OSHA expects employers to return their SCBA's to their original NIOSH-approved condition.

In non-emergency situations, OSHA still expects SCBA's to be maintained and used in their approved condition.

I hope this clarifies OSHA's position on the interchangeability of cylinders on SCBA's. If you have any questions or concerns, please contact [the Office of Health Enforcement at 202-693-2190].

[Corrected 6/2/2005]

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Telephone: 800-321-OSHA (6742) | TTY: 877-889-5627www.OSHA.gov

EXHIBIT "C"



At Scott, we've been protecting firefighters for more than half a century. Beginning with company founder Earl Scott, the Scott name has stood for unquestioned quality when safety is critical. Firefighters around the world—and others across hundreds of industries—rely on Scott Safety's attention to detail, fail-safe measures, attentive service and innovation. The 5.5 is another offering in our long, proud history of safety equipment.

CYLINDERS

FOR USE WITH SCOTT SAFETY SELF-CONTAINED BREATHING APPARATUS

CYLINDER SPECIFICATIONS

CGA Thoracic Cylinders		Capacity	Dimensions	Weight
Part Number	Pressure	50F	Length in inches (less valve)	With Valve (empty)
Aluminum				
804101-01	2216	30	20.9	17.50
Carbon-Wrapped				
804840-01	2216	30	20.6	7.85
805044-01	3000	30	20.9	13.08
804723-01	4500	30	21.7	15.01
804722-01	4500	45	21.5	14.61
804722-01A	4500	45	21.3	13.39
804723-01	4500	60	21.7	16.92
200989-01	5500	30	22.2	10.08
200978-01	5500	60	22.2	13.56
200975-01	5500	75	22.4	17.69
200976-01	5500	111	22.4	21.88
804722-11	4500	45	20.4	10.25

NAG Snap-Change Carbon-Wrapped Cylinders		Capacity	Dimensions	Weight
Part Number	Pressure	50F	Length in inches (less valve)	With Valve (empty)
Aluminum				
200131-01	2216	30	20.6	8.14
200128-01	4500	30	18.6	2.94
200129-01	4500	45	20.4	10.08
200129-01A	4500	65	18.2	10.64
200130-01	4500	60	21.7	12.49
200967-01	5500	30	19.1	7.13
200970-01	5500	45	19.1	9.33
200973-01	5500	60	21.4	18.10
200976-01	5500	75	22.4	22.28

ACS Cylinders		Capacity	Dimensions	Weight
Part Number	Pressure	50F	Length in inches (less valve)	With Valve (empty)
Aluminum				
200574-01	2216	30	20.9	17.50
Carbon-Wrapped				
200878-01	2216	30	20.6	7.85
200879-01	4500	30	18.6	5.53
200871-01	4500	45	20.4	6.30
200872-01	4500	60	21.7	9.75
200876-01	4500	87	21.7	12.20



To learn more, call your Scott regional manager or authorized distributor.

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Contract Holder





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: September 5, 2012

RE: SSRUS Board Recommendations

The following recommendations were recommended by the SSRUS Board at their August 23, 2012 meeting.

SRF Loan Repayment

Staff recommends the SRF Loan for the design of the eastern wastewater treatment facility be paid off in full. At the workshop we discussed that the payments would include interest on money that we did not receive. Attached is a loan modification that would remove the undistributed funds from the loan calculation. The new agreement would put the payment near \$68,000 per year instead of just over \$90,000.

Despite the decrease in the loan payment, the fact that the interest rate is still higher than what we could earn on the money, it is recommended that we pay this loan in full.

RECOMMENDATION: SSRUS Board recommends to City Council that the SRF Loan be repaid in the amount of \$1,008,579.48, which includes \$946,645 principal and \$61,934.48 in fees and deferred interest, and that the timing of the payment will be determined by staff.

Rate Increase and Final Budget Approval

The Board considered and approved a \$0.50 increase to the sewer base fee to continue to move toward the goal where sewer operational costs are supported completely by sewer revenue. This would increase the base fee for sewer from \$15.61 to \$16.11 and generate an additional \$34,560.00 annually. The additional revenue will increase the F/Y 2013 budget for sewer revenue from \$2,596,569 to \$2,631,129.

The public hearing would be scheduled for October 15th, along with the other utility rate increases.

RECOMMENDATION: The SSRUS Board recommends the City Council institute a \$0.50 per month increase on the sewer base fee for SSRUS customers, to be effective in November, and that the budget be approved as submitted.

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

WATER SCENARIOS FOR REVENUE GENERATED					
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
2012 Budget	4168	*(	13.90	+ 5.48	* 2.75) * 12 = 1,448,963.52
Rate Increase (\$0)	4168	*(	13.90	+ 5.48	* 2.75) * 12 = 1,448,963.52

SEWER SCENARIOS FOR REVENUE GENERATED					
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
2012 Budget	5760	*(	15.61	+ 5.46	* 4.02) * 12 = 2,596,091.90
Rate Increase (\$0.5)	5760	*(	16.11	+ 5.46	* 4.02) * 12 = 2,630,651.90

PROPOSED RATE INCREASE					
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
Water	4168	*(	13.90	+ 5.48	* 2.75) * 12 = 1,448,963.52
Sewer	5760	*(	16.11	+ 5.46	* 4.02) * 12 = 2,630,651.90
				TOTAL	<u>4,079,615.42</u>
				NET INCREASE	34,560.00

THE EFFECT OF THE PROPOSED RATE INCREASE ON WATER & SEWER USER					
Gallons Used	Current Bill	Proposed	Incr	% Incr	
1000	\$36.28	\$36.78	\$0.50	1.38%	
3000	\$49.82	\$50.32	\$0.50	1.00%	
4000	\$56.59	\$57.09	\$0.50	0.88%	
5000	\$63.36	\$63.86	\$0.50	0.79%	
6000	\$70.13	\$70.63	\$0.50	0.71%	
10000	\$97.21	\$97.71	\$0.50	0.51%	
12000	\$110.75	\$111.3	\$0.50	0.45%	



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 17, 2012
RE: Rate Study/Rate Increase

This will provide a summary of the recommendations from the Rate Study, as well as a discussion of a proposed rate increase for the utility. The following recommendations were made for implementing policies related to rates:

- A. Up-front or capacity fees should be evaluated every five years,
- B. Service fees and penalties should be evaluated annually,
- C. Connection fees should be adjusted annually,
- D. The utilities should operate with a 15% margin,
- E. Base rate should be 3% repair and replacement, 3% emergency reserve, 12% to 25% capital outlay,
- F. The rates should be adjusted annually for cost of living increases,
- G. Do not depend on tap/impact fees for funding operational deficiencies,
- H. Do not include water in the rate (currently only SSRUS Commercial), and
- I. Establish a conservation rate structure (i.e. inclining block rate).

All of the above recommendations are reasonable and acceptable. The two that pose the most concern would be creating the 15% margin and adjusting the SSRUS commercial customer rates to remove the 3,000 gallons included in the base rate. Our recommendation is that the SSRUS Board adopt a policy to move toward all of these objectives.

The second set of recommendations is for specific increases in rates and fees as follows:

1. New connection fees should be increased per the table below

METER SIZE	MAXIMUM CAPACITY (GPM)	DESIGN CAPACITY (GPM)	TAP EQUIVALENT	METER FEE
¾"	30	24	1	\$360
1"	50	40	2	\$720
1 1/2"	100	80	4	\$1,440
2"	160	128	8	\$2,880
3"	320	250	18	\$6,480
4"	600	400	38	\$13,680
6"	1000	800	72	\$25,920

2. Backflow testing fees be increased to \$45.00 for all devices the utility will test.
3. Change the deposit from \$30 per service to reflect the amount of the average bill,
4. Increase the returned check fee from \$15 to \$35 (industry standard),
5. Add a duplicate bill fee of \$4,
6. Add an account transfer fee of \$25,
7. Add a turn-off fee of \$25 in addition to our current \$25 reconnect fee, and
8. The current rates are sufficient to meet the minimum recommendations of the study.

We recommend that the all of these be considered. As far as the actual water and sewer rates, the report indicates that the current rates are sufficient. However, a CPI adjustment would be in order. I have plotted our rate increases against two price indexes in the chart below.

Year	S-CPI	PSC	SSRUS
2008	4.15%	2.39%	5.65%
2009	-0.40%	2.55%	3.26%
2010	1.68%	0.56%	8.04%
2011	3.44%	2.41%	1.72%

Looking at this data, the utility has done more than cost of living increases. Most of these increases have been to regain financial stability from the loss of the impact fee revenue stream. Staff recommends that only a small increase be instituted to cover the small difference in price index increase that rate increase did not cover. Because water fees are still covering sewer expenses, we recommend that the increase apply only to sewer base fee.

RECOMMENDATION: SSRUS Board Recommend to City Council that we adopt the policies A through I, rate/fee increases in 1 through 8, and a price index increase of \$0.50 to the sewer base fee only.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 17, 2012
RE: State Revolving Loan Fund

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

As discussed at the budget workshop, staff recommends the SRF Loan for the design of the eastern wastewater treatment facility be paid off in full. At the workshop we discussed that the payments would include interest on money that we did not receive. Attached is a loan modification that would remove the undistributed funds from the loan calculation. The new agreement would put the payment near \$68,000 per year instead of just over \$90,000.

The interest rate will remain at 3.05%, and therefore costs more than would could be made by investing the funds. Therefore, we still recommend that the loan be paid in October.

RECOMMENDATION: SSRUS Board Recommend to City Council that the SRF Loan be repaid in the amount of \$1,008,579.48, which includes \$946,645 principal and \$61,934.48 in fees and deferred interest.

**STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT WW722120
CITY OF GULF BREEZE**

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF GULF BREEZE, FLORIDA, (Local Government) existing as a local government agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number WW722120, authorizing a Loan amount of \$1,352,350, excluding Capitalized Interest; and

WHEREAS, the Loan Amount, Loan Service Fee, and Project costs need adjustment to reflect actual costs; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect adjustment of Project costs; and

WHEREAS, revised provisions for audit and monitoring are needed.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Loan amount is hereby reduced by \$405,705, and the adjusted total disbursed amount for this loan is \$946,645.
2. The Loan Service Fee is reduced by \$8,114, and the adjusted total service fee for this Loan is \$18,933. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$946,645. The Loan Service Fee is assessed as of the effective date of September 15, 2012.
3. The total amount to repay by the Local Government is \$1,008,579.48, which consists of \$946,645.00 disbursed to the Local Government, \$18,933.00 of service fee charges, both at a Financing Rate of 3.05 percent per annum (the interest rate is 1.525 percent per annum, and the Grant Allocation Assessment rate is 1.525 percent per annum), and \$43,001.48 of accrued Capitalized Interest.
4. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of \$33,867.94. Such payments shall be received by the Department on March 15, 2013 and semiannually thereafter on September 15 and March 15 of each year until all amounts due hereunder have been fully paid.

6. Subsections 2.03(1), (2)(d), and (3)(a)(i) are hereby deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-100	EPA	66.458	Capitalization Grants for State Revolving Funds	\$946,645	140131

(2) Audits.

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&cck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Local Government directly to each of the following:

(i) The Department at the following address:

Valerie Peacock, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

7. Project Costs are revised as follows:

The Local Government and the Department acknowledge that changes in Project costs may occur as a result of the Local Government's Project audit or a Department audit pursuant to Chapter 62-503 of the Florida Administrative Code. Unless this Agreement is amended subsequent to an audit, the following Project disbursements shall be final.

<u>CATEGORY</u>	<u>DISBURSED (\$)</u>
Allowance Costs	946,645.00
Capitalized Interest	43,001.48
TOTAL (Loan Principal Amount)	989,646.48

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 1 to Loan Agreement WW722120 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Deputy Division Director, and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

for

CITY OF GULF BREEZE

Mayor

Attest:

Attest as to form and legality:

City Clerk
SEAL

City Attorney

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Deputy Director
Division of Water Resource Management

Date



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: September 5, 2012

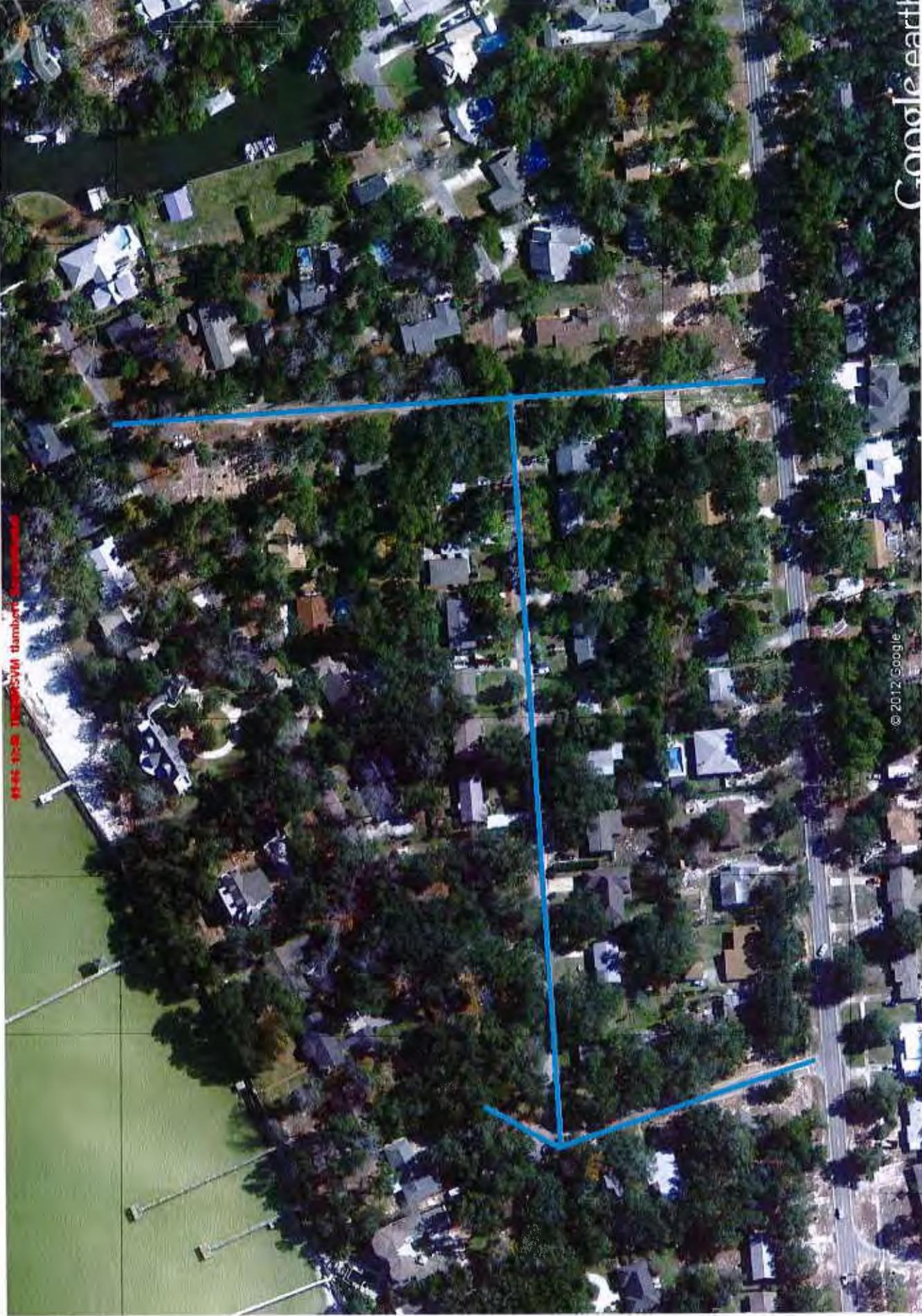
RE: Award of Bid - Montrose and Navy Cove Blvd Water Mains

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

During the recent ISO fire protection inspection and a fire hydrant inspection conducted internally, staff determined that there are two areas lacking adequate 6" mains available for suitable fire protection. One of these areas includes Montrose and Navy Cove Boulevards and Berry Avenue. The other area for completion of the next phase includes Warwick and Cumberland. Both areas also have concrete main, but the Montrose Boulevard area has had a significant number of repairs, so this area was selected first.

In December, the City Council authorized Hatch, Mott, McDonald, Inc. to complete the design and bidding of this project. On August 28th bids were received, and the apparent low bidder is Brown Construction of Northwest Florida for \$121,653.86. The original budget for construction was \$193,000. This project was approved for funding from the Water & Sewer Fund reserves of over \$800,000.

RECOMMENDATION: The City Council award construction of Water Main Improvements for Montrose and Navy Cove Boulevards to Brown Construction of Northwest Florida for a total cost of \$121,653.86.



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Google earth



**Hatch Mott
MacDonald**

Hatch Mott MacDonald

5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

August 30, 2012

Thomas Lambert, P.E.
Assistant Director of Public Services
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32562

RECEIVED

AUG 31 2012

RECORD COPY

**RE: City of Gulf Breeze
Navy Cove Water Improvements
Review of Bids
HMM Project No. 301816**

Dear Mr. Lambert:

Our firm has reviewed the six (6) bids that were received for the above referenced project, on the afternoon of August 28, 2012, as indicated on the enclosed Summary of Bids Received Form. At this time, the apparent low bidder for the Base Bid is Brown Construction of Northwest Florida, Inc. of Pensacola, Florida. The Base Bid Total of \$121,028.86 was found to be in error upon checking the sum of individual bid items, with a correct, apparent low Base Bid Total of \$121,653.86.

Subject to the input from the City Attorney and confirmation of the availability of funds, from the City Treasurer, a Contract should be considered for award to the apparent low bidder for the Base Bid to Brown Construction of Northwest Florida, Inc.

Should you have any questions or need additional information, please contact our office.

Very truly yours,
Hatch Mott MacDonald

Bruce A. Neu, P.E.
Principal Project Manager

FLPG No. 51672

encl.

cc: Edwin A. Eddy – CGB City Manager
Marita Rhodes-CGB City Clerk
Robert E. Cannon, PE-HMM
File-HMM

SUMMARY OF BIDS: City of Gulf Breeze, Navy Cove Water Improvements
 Bid Opening: August 28, 2012 2:00 P.M. CST



Hatch Mott MacDonald

HMM Project No. 301816

Item	Description	Quantity	Unit	Brown Construction		Southern Utility		Starfish		B&W Utilities		Roads, Inc.		Utility Service Company	
				Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price	Unit Price	Bid Price
1	Mobilization (Max. 5% of Total Bid)	1	LS	\$ 1,200.00	\$ 1,200.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ -	\$ -
2	Traffic Maintenance	1	LS	\$ 500.00	\$ 500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,250.00	\$ 1,250.00
3	Soil Erosion and Sediment Control / SWPPP	1	LS	\$ 400.00	\$ 400.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 6,500.00	\$ 6,500.00	\$ 500.00	\$ 500.00
4	Cleaning & Grubbing	1	LS	\$ 2,412.80	\$ 2,412.80	\$ 1,281.00	\$ 1,281.00	\$ 10,000.00	\$ 10,000.00	\$ 1,200.00	\$ 1,200.00	\$ 7,000.00	\$ 7,000.00	\$ 3,861.00	\$ 3,861.00
5	6" PVC Water Main	2700	LF	\$ 8.90	\$ 24,030.00	\$ 15.75	\$ 42,525.00	\$ 7.50	\$ 20,250.00	\$ 15.65	\$ 42,255.00	\$ 12.00	\$ 32,400.00	\$ 18.70	\$ 50,490.00
6	Auger Bore 12" Steel Casing w/ Casing Spacers or HDD with 6" HDPEP DIPS DR-11	90	LF	\$ 73.20	\$ 6,588.00	\$ 49.55	\$ 4,464.00	\$ 78.50	\$ 7,065.00	\$ 62.00	\$ 5,580.00	\$ 81.00	\$ 7,290.00	\$ 71.60	\$ 6,438.00
7	Open Cut Installation of 12" Steel Casing	162	LF	\$ 31.53	\$ 5,107.86	\$ 39.35	\$ 6,374.70	\$ 70.00	\$ 11,340.00	\$ 58.00	\$ 9,396.00	\$ 55.00	\$ 8,910.00	\$ 117.00	\$ 18,954.00
8	Install New Fire Hydrant Assembly	4	EA	\$ 2,195.77	\$ 8,783.08	\$ 2,795.00	\$ 11,180.00	\$ 3,081.75	\$ 12,327.00	\$ 3,200.00	\$ 12,800.00	\$ 3,500.00	\$ 14,000.00	\$ 3,267.00	\$ 13,068.00
9	New Water Service Connection, Short	21	EA	\$ 275.86	\$ 5,793.06	\$ 304.00	\$ 6,384.00	\$ 585.00	\$ 12,285.00	\$ 420.00	\$ 8,820.00	\$ 300.00	\$ 6,300.00	\$ 450.00	\$ 9,450.00
10	New Water Service Connection, Long	14	EA	\$ 613.24	\$ 8,585.36	\$ 655.00	\$ 9,170.00	\$ 854.00	\$ 11,956.00	\$ 610.00	\$ 8,540.00	\$ 390.00	\$ 5,460.00	\$ 1,111.00	\$ 15,554.00
11	Sawcut Pavement Patch as Per City Spec.	110	SY	\$ 44.60	\$ 4,906.00	\$ 62.50	\$ 6,875.00	\$ 21.00	\$ 2,310.00	\$ 62.00	\$ 6,820.00	\$ 42.00	\$ 4,620.00	\$ 77.30	\$ 8,503.00
12	Sawcut and Patch Concrete Driveways & Sidewalks	2760	SF	\$ 4.50	\$ 12,420.00	\$ 9.15	\$ 25,254.00	\$ 10.00	\$ 27,600.00	\$ 7.00	\$ 19,320.00	\$ 12.00	\$ 33,120.00	\$ 13.25	\$ 36,570.00
13	Remove and Replace Grouted Brick Pavers	330	SF	\$ 2.75	\$ 907.50	\$ 4.85	\$ 1,600.50	\$ 10.00	\$ 3,300.00	\$ 9.00	\$ 2,970.00	\$ 12.00	\$ 3,960.00	\$ 13.00	\$ 4,290.00
14	Remove and Replace Pipe Bedding	100	CY	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 16.00	\$ 1,600.00	\$ 10.00	\$ 1,000.00
15	Remove and Replace Pipe Backfill	100	CY	\$ 15.00	\$ 1,500.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 20.00	\$ 2,000.00	\$ 16.00	\$ 1,600.00	\$ 10.00	\$ 1,000.00
16	Remove and Replace Unsuitable Material (GAB)	100	TN	\$ 45.00	\$ 4,500.00	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 45.00	\$ 4,500.00	\$ 60.00	\$ 6,000.00	\$ 35.00	\$ 3,500.00
17	6" Insert Valve	2	EA	\$ 6,902.50	\$ 13,805.00	\$ 5,750.00	\$ 11,500.00	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00	\$ 15,000.00	\$ 30,000.00	\$ 5,950.00	\$ 11,900.00
18	6" x 6" Tapping Sleeve w/ 6" Tapping Valve and Box	2	EA	\$ 2,142.24	\$ 4,284.48	\$ 2,365.00	\$ 4,730.00	\$ 2,321.40	\$ 4,642.80	\$ 2,800.00	\$ 5,600.00	\$ 3,000.00	\$ 6,000.00	\$ 2,810.00	\$ 5,620.00
19	6" x 6" Restrained Tee	8	EA	\$ 345.75	\$ 2,766.00	\$ 355.00	\$ 2,840.00	\$ 435.25	\$ 3,482.00	\$ 365.00	\$ 2,920.00	\$ 450.00	\$ 3,600.00	\$ 394.00	\$ 3,152.00
20	6" Restrained 22.5° Bend w/ Thrust Block	1	EA	\$ 256.09	\$ 256.09	\$ 252.00	\$ 252.00	\$ 332.20	\$ 332.20	\$ 240.00	\$ 240.00	\$ 500.00	\$ 500.00	\$ 175.00	\$ 175.00
21	6" Restrained 45° Bend w/ Thrust Block	1	EA	\$ 260.81	\$ 260.81	\$ 255.00	\$ 255.00	\$ 336.00	\$ 336.00	\$ 240.00	\$ 240.00	\$ 500.00	\$ 500.00	\$ 309.00	\$ 309.00
22	6" Restrained 90° Bend w/ Thrust Block	1	EA	\$ 272.22	\$ 272.22	\$ 266.00	\$ 266.00	\$ 347.80	\$ 347.80	\$ 260.00	\$ 260.00	\$ 500.00	\$ 500.00	\$ 190.00	\$ 190.00
23	6" Gate Valve w/ Box	10	EA	\$ 710.80	\$ 7,108.00	\$ 720.00	\$ 7,200.00	\$ 802.50	\$ 8,025.00	\$ 760.00	\$ 7,600.00	\$ 700.00	\$ 7,000.00	\$ 731.00	\$ 7,310.00
24	In-Kind Sod Replacement	1800	SY	\$ 2.50	\$ 4,500.00	\$ 3.50	\$ 6,300.00	\$ 2.25	\$ 4,050.00	\$ 3.65	\$ 6,570.00	\$ 3.00	\$ 5,400.00	\$ 5.00	\$ 9,000.00
Total Base Bid				\$	\$ 121,953.88	\$	\$ 159,351.20	\$	\$ 165,963.80	\$	\$ 174,011.00	\$	\$ 184,530.00	\$	\$ 211,374.00

* Written Base Bid Total Submitted \$121,028.86*

Bruce A. Neu
 Bruce A. Neu, P.E.
 FL PE License No.: 51672



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Bids for Christmas Holiday Decorations - Highway 98
DATE: August 29, 2012

Sealed Bids for Christmas Holiday Decorations on Highway 98, Gulf Breeze Parkway Medians, were received and opened on August 29, 2012, 2:00 p.m.

Bids were received from two vendors. Property Innovations, Inc of Freeport, FL and Tombstone Pest/John Brown Electric, Gulf Breeze, Fl. The base bids were developed using the same decoration scheme that was developed and recommended by a group of citizens commissioned by Council.

Base Bid Alternate #1 specified that all lighting shall be LED. Property Innovations, Inc. Submitted the low bid of #15,172.00

Base Bid Alternate #2 specified that the City's existing inventory of incandescent lighting be used and supplemented as necessary with LED. Property Innovations, Inc submitted the low bid of \$14,952.00

Base Bid Alternate #3 allowed the vendor to recommend an alternate decoration scheme. Tombstone Pest/ John Brown Electric submitted no bid. Property Innovations' only recommendation was to use the current scheme interspersed with multi-colored lights. Their bid for this alternate was the same as their bid for Alternate #1.

Additional Additives - The remaining un-decorated islands were listed individually and priced according to the types of trees that they contained. An additive bid was submitted for each island. In each instance, Property Innovations, Inc. submitted the low bid.

Recommendation

That Council award a three (3) year contract to Property Innovations, Inc. for the provision of Holiday Decorations within the medians of Highway 98 for an annual fee of \$15,172.00 (Base Bid Alternate #1). Further, that Council authorize an additional \$3,000.00 annually to decorate additional sites as Council may require.

Bid Specifications
Christmas Holiday Decorations
Highway 98, Gulf Breeze Parkway Medians

Base Bid - Alternate #1

Provide labor, equipment and NEW materials to prepare, install and take down Christmas Holiday Decorations in the specified locations in the medians of Highway 98, Gulf Breeze Parkway, within the city limits of Gulf Breeze, Florida. The term of this contract shall be for a period of three years.

Base Bid - Alternate #2

Provide labor, equipment and materials to prepare, install and take down Christmas Holiday Decorations in the specified locations in the medians of Highway 98, Gulf Breeze Parkway, within the city limits of Gulf Breeze, Florida. Utilize the City's existing inventory of materials (copy attached) in addition to new materials as may be required. Contractor shall provide new lights and decor as the City's inventory is depleted. The term of this contract shall be for a period of three years.

Base Bid - Alternate #3

Recommend an alternate design of decorations for the City's consideration. Provide labor, equipment and materials to prepare, install and take down Christmas Holiday Decorations in the specified locations in the medians of Highway 98, Gulf Breeze Parkway, within the city limits of Gulf Breeze, Florida. The term of this contract shall be for a period of three years. This alternate design must also be used in the additive alternates. Include descriptions and illustrations with your bid. Assume a budget equal to your Base Bid - Alternate #1.

The base bids shall include items numbered 3, 4, 5, 11, 15, 16, 26, 27, and 28. All remaining items shall be considered individual additive alternates. Funding for these additive alternates will be subject to donations from local individuals or businesses. **Bidder will provide a date by which all materials must be ordered in order to meet the installation deadline of Thanksgiving Day.**

All Christmas Holiday lighting and decor are to be fully installed and functional by Thanksgiving Day and shall be removed within 7 calendar days of notification by the City of Gulf Breeze.

All bids shall include maintenance support with a 24 hour maximum response time following notification by the City of Gulf Breeze.

The following is the installation design for the lighting and decor to be provided in Base Bid – Alternate #1 & #2:

“Gulf Breeze Sign”

Provide and Install 6' x 2'3" red mesh bow just behind and over sign. Bow to be outlined with clear LED mini's.

Sign Flower Bed

Install multi-colored LED mini's throughout the bed at a height and angle visible to motorists

Palm Trees

Trunk wrap with 6" to 8" verticle spacing using clear LED mini's.

On the palm boot, randomly place red LED mini's

Fron light 8 to 10 fronds per tree with clear rope lights

Crepe Myrtles

Trunk and branch wrap with 1.5" to 3" verticle spacing using clear LED mini's

Live Oak Trees

Trunk and branch wrap with 1.5" to 3" verticle spacing using clear LED mini's

30' Christmas Tree

Provide a fresh cut or artificial 30' Christmas tree, decorated with multi-colored 4" balls and multi-colored C-7 lights.

Bid Items and Locations

Island 1	Island 10
1. Ten(10) Crepe Myrtles	16. Eight(8) Live Oaks
Island 2	Island 11
2. Six(6) Crepe Myrtles	17. Four(4) Crepe Myrtles
Island 3	Daniel Dr./98 Intersections
3. Gulf Breeze Sign	Island 12
4. Three(3) Palms	N/A
5. Sign Flowerbed	Island 13
Island 4 (Reader board)	N/A
6. Four(4) Palms	Island 14
7. Two(2) Live Oaks	N/A
8. Two(2) Palms	399 Overpass N.E. Cloverleaf
Island 5 (Shell)	18. Add 30' Christmas Tree
9. Four(4) Crepe Myrtles	Island 15
10. Two(2) Live Oaks	19. Two(2) Live Oaks
Island 6 (Taco Bell)	20. Two(2) Palms
N/A	21. Three(3) Palms
Island 7	22. Two(2) Live Oaks
N/A	23. 12 Crepe Myrtles
(Fairpoint/98 Intersection)	24. Two(2) Palms
Island 8	25. Five(5) Crepe Myrtles
11. Eight(8) Crepe Myrtles	(G. B. Baptist Hospital Entrance)
12. Seven(7) Crepe Myrtles	Island 16
13. Seven(7) Crepe Myrtles	N/A
S.W. corner Andrew Jackson Trail/98	Island 17
14. Seven(7) Palms	26. Gulf Breeze Sign
Island 9	27. Three(3) Palms
15. Eight(8) Live Oaks	28. Sign Flowerbed

Note: Islands are numbered west to east, beginning at the landing of the Three mile Bridge and ending at the Naval Live Oaks Reservation east of Gulf Breeze Baptist Hospital.

CHRISTMAS DÉCOR INVENTORY

Incandescent Mini light strands - clear	Qty 115
Incandescent rope light – clear (3’ length)	Qty 45
Lighted Bow (6’) clear incandescent	Qty 2
Incandescent Mini light strands – multi-color	Qty 20

Bid Sheet

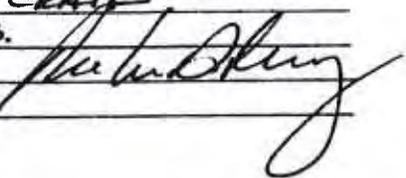
1. Base Bid – Alternate #1 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ 15172.00
2. Base Bid – Alternate #2 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ 14952.00
3. Base Bid – Alternate #3 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ 15172.00

4. Additive Alternates

	Alternates #1 & 2	Alternate #3	
Item 1	\$ 1152.00	\$ 1152.00	Island 1 – Ten Crepe Myrtles
Item 2	\$ 1312.00	\$ 1312.00	Island 2 – Six Crepe Myrtles
Item 6	\$ 624.00	\$ 624.00	Island 4 – Four Palms
Item 7	\$ 892.00	\$ 892.00	Island 4 – Two Live Oaks
Item 8	\$ 347.00	\$ 347.00	Island 4 – Two Palms
Item 9	\$ 843.00	\$ 843.00	Island 5 – Four Crepe Myrtles
Item 10	\$ 935.00	\$ 935.00	Island 5 – Two Live Oaks
Item 12	\$ 1395.00	\$ 1395.00	Island 8 – Seven Crepe Myrtles
Item 13	\$ 1395.00	\$ 1395.00	Island 8 – Seven Crepe Myrtles
Item 14	\$ 1139.00	\$ 1139.00	Andrew Jackson - Seven Palms
Item 17	\$ 843.00	\$ 843.00	Island 11 – Four Crepe Myrtles
Item 18	44800 / 43474	44800 / 43474	399 Overpass – 30' Christmas Tree -
Item 19	\$ 935.00	\$ 935.00	Island 15 – Two Live oaks
Item 20	\$ 376.00	\$ 376.00	Island 15 – Two Palms
Item 21	\$ 544.00	\$ 544.00	Island 15 – Three Palms
Item 22	\$ 935.00	\$ 935.00	Island 15 – Two Live Oaks
Item 23	\$ 2449.00	\$ 2449.00	Island 15 – Twelve Crepe Myrtles
Item 24	\$ 376.00	\$ 376.00	Island 15 – Two Palms
Item 25	1044.00	1044.00	Island 15 – Five Crepe Myrtles

Company Name
Company Address

Company Phone
Company Email
Representative's Name
Representative's Title
Representative's Signature
Date

PROPERTY INNOVATIONS, INC.
48 Commerce Lane #5
Freeport FL 32439
850-835-7466
bob@thelightingco.com
BOB CRAIG
PRES.
8/21/12 

Bid Sheet

- 1. Base Bid – Alternate #1 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ 17,000⁻
- 2. Base Bid – Alternate #2 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ 17,100⁻
- 3. Base Bid – Alternate #3 (Items 3, 4, 5, 11, 15, 16, 26, 27, 28) \$ No Bid

4. Additive Alternates

	Alternates #1 & 2	Alternate #3	
Item 1	<u>4000⁼⁼</u>	_____	Island 1 – Ten Crepe Myrtles
Item 2	<u>2400⁼⁼</u>	_____	Island 2 – Six Crepe Myrtles
Item 6	<u>1600⁼⁼</u>	_____	Island 4 – Four Palms
Item 7	<u>800⁼⁼</u>	_____	Island 4 – Two Live Oaks
Item 8	<u>800⁼⁼</u>	_____	Island 4 – Two Palms
Item 9	<u>1600⁼⁼</u>	_____	Island 5 – Four Crepe Myrtles
Item 10	<u>800⁼⁼</u>	_____	Island 5 – Two Live Oaks
Item 12	<u>2400⁼⁼</u>	_____	Island 8 – Seven Crepe Myrtles
Item 13	<u>2400⁼⁼</u>	_____	Island 8 – Seven Crepe Myrtles
Item 14	<u>2800⁻</u>	_____	Andrew Jackson - Seven Palms
Item 17	<u>1600⁻</u>	_____	Island 11 – Four Crepe Myrtles
Item 18	<u>51,000</u>	_____	399 Overpass – 30' Christmas Tree
Item 19	<u>800⁼⁼</u>	_____	Island 15 – Two Live oaks
Item 20	<u>800⁼⁼</u>	_____	Island 15 – Two Palms
Item 21	<u>1200⁼⁼</u>	_____	Island 15 – Three Palms
Item 22	<u>800⁼⁼</u>	_____	Island 15 – Two Live Oaks
Item 23	<u>4800⁼⁼</u>	_____	Island 15 – Twelve Crepe Myrtles
Item 24	<u>800⁼⁼</u>	_____	Island 15 – Two Palms
Item 25	<u>2000⁼⁼</u>	_____	Island 15 – Five Crepe Myrtles

Company Name Tambstone Pest / John Brown Elect
 Company Address 304 Washington Ave
GOLF BEACH FL
 Company Phone (850) 232-6698
 Company Email bugmanwa@bellsouth.net
 Representative's Name ALAN KITTLE / John Brown
 Representative's Title Pres / owner
 Representative's Signature [Signature]
 Date 8/29/2012



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

September 6, 2012

TO: Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
SUBJ: **TREE REPLACEMENT - ACCESS ROAD**

The City Council recently awarded the construction of an access road and walkway from South Sunset to the Parks Department garage via a change order to our contract with Radford Nix for a total cost of \$150,701. As part of this project, twenty-five pine and oak trees will be removed.

During the discussions of the project, replacement of these trees was noted. The Council mentioned development of a landscape plan for the road which would incorporate tree replacement.

We contacted Bay Design to see if they would develop such a plan and to obtain an idea of the cost. We will have a recommendation on this matter prepared for the Executive Session.

EAE:msr



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 7, 2012
SUBJECT: Community Development Block Grant

In order to proceed with a CDBG application the rules require adoption of a Resolution approving application and authorizing Mayor Zimmern to execute certain documents and submit the application.

Attached is Resolution # 18-12 prepared by our consultant. A similar Resolution #16-08 for our first CDBG application was approved by Council in October 2008.

RECOMMENDATION FOR SEPTEMBER 12, 2012 AND REGULAR MEETING SEPTEMBER 18, 2012:

That the City Council direct staff to prepare a final version of Resolution No. 18-12, which approves application for a Community Development Block Grant and authorizes Mayor Zimmern to execute necessary documents.

RESOLUTION NO. 18-12

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING CITY OF GULF BREEZE CITY COUNCIL, A MUNICIPAL CORPORATION AUTHORIZING THE CHIEF ELECTED OFFICIAL TO MAKE APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, FY 2012; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, City of Gulf Breeze is experiencing a need for physical improvements in one or more neighborhoods; and

WHEREAS, City of Gulf Breeze is experiencing a need for economic improvement and sustainability; and

WHEREAS, it is the desire of City of Gulf Breeze that local residents be assisted in creating an improved living and working environment in these areas.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF GULF BREEZE CITY COUNCIL, GULF BREEZE, FLORIDA authorizes the MAYOR to act in connection with the grant and is authorized to sign correspondence and documents on behalf of the City;

SECTION 1. That the Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit the low-to-moderate income residents indicated in the FY 2012 CDBG application.

SECTION 2. City of Gulf Breeze hereby directs the Mayor of the City to sign all necessary certifications of the CDBG application.

SECTION 3. That City of Gulf Breeze directs the MAYOR to execute and submit the CDBG application to the State of Florida, Department of Economic Opportunity for approval and in their absence directs the Vice Mayor to execute the application and all subsequent documents.

SECTION 4. That the Chief Elected Official or the Vice Mayor in his/her absence, is authorized and directed to submit additional information in a timely manner as may be required by the State of Florida, Department of Economic Opportunity.

SECTION 5. The proposed CDBG application is consistent with the local comprehensive plan.

SECTION 6. The City of Gulf Breeze commits \$125,000.00 from infrastructure funds to the CDBG project contingent upon funding from the Department. These funds will be spent in an addressed needs service area and will be spent after the date of the site visit and prior to administrative closeout. These funds are currently available.

SECTION 7. That this resolution shall take effect immediately upon its passage.

DULY ADOPTED in regular session this ____ day of _____, 2012 .

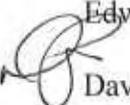
APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Marita Rhodes, City Clerk



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 5, 2012
SUBJECT: Community Development Block Grant

After the initial success of applying and receiving over \$585,000 of CDBG funding, the City is again applying to the Florida Department of Economic Opportunity (DEO) for a grant. The City is applying for an additional \$650,000 in the Neighborhood Revitalization category to be used to revitalize infrastructure within the City. Again there is a City match of at least \$125,000 that provides us 25 extra points in the Application.

The scope of the project consists of Septic Tank Abandonment. There will be a total of 57 new sewer hookups. The City of Gulf Breeze's application has two (2) Service Areas. These areas will include a portion of San Carlos Avenue from Fairpoint Drive to just east of Hampton Street, Hampton Street between San Carlos Avenue and Gilmore Drive and then a portion of Gilmore Drive east of Hampton Street. Attached is a map of the two areas. The project will provide approximately 3,070 LF of 8" gravity sewer, 1,360 LF of 4" force main and all appurtenances. The activities will also provide for the installation of a permanent emergency pumping source at an existing lift station at 406 York Street.

Since the City had a very positive experience with both the grant administrator (Jordan & Associates) and the engineering firm (Baskerville Donovan) in the last grant cycle, we would like to consider this new application an extension of current work. Under our current purchase policies this is acceptable with City Manager approval.

CDBG allows 8% of the total grant funds for administration and the resident observation portion of the construction phase of the grant to be used for engineering fees. This usually amounts to approximately \$30,100 to \$33,000. If CDBG pays for grant consultants and engineers then the City must do a Request for Proposals (RFP) and go through the entire procurement process; providing all of the documentation to DEO for their review and approval.

If the City elects to use the grant consultant we have been working with without going through the procurement process, we can claim the contract fee negotiated with the consultant as part of our match.

The advantages of using the consulting and engineering fee for match are:

1. No procurement process delays. Once we have signed the Department of Economic Opportunity Contract the consultant can move right to the preparation of the environmental review; shortening the 2 - 3 months time for procurement process. The sooner the environmental review is completed the sooner the City receives its "Release of Funds" and the engineer can post the Advertisement for Bids and construction can begin much earlier.
2. The City is responsible for spending its commitment of \$155,330 and if not will lose points based on the amount not expended. By using administration, and engineering, as leverage we are assured that at the very least that amount will be covered; leaving the full \$650,000 of CDBG funds for construction.

The fee negotiated with Jordan and Associates as part of the match is \$46,800. The fee negotiated with Baskerville Donovan is \$23,700 out of a total fee of \$108,530 contract (based on Rural Development Fee Curve). See agreements attached.

A public hearing to provide citizens an opportunity to comment on the application is scheduled to be held at the Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Tuesday, **September 18, 2012, at 6:30 P.M.** **A draft copy of the application will be available for review at that time.** A final copy of the application will be made available at City Hall, Monday through Friday, between the hours of 7:30 AM – 4:00 PM, no more than five days before the application due date. The application will be submitted to DEO on or before October 1, 2012.

RECOMMENDATION: That the City Council place on its agenda a public hearing to provide citizens an opportunity to comment on the application at the regular Council meeting to be held in the Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Tuesday, **September 18, 2012, at 6:30 P.M.** That the City Council accept staff recommendation to consider the services of Jordan & Associates and Baskerville Donovan as an extension of work and that their fees be used as leverage match for the CDBG application process. That the City Council accept staff recommendation to commit \$155,330 in matching funds to promote septic tank abatement, improve property values, and address environmental concerns. That the City Council approve staff negotiated agreements with Jordan & Associates for administrative consulting services for \$46,800 and Baskerville Donovan for engineering services for \$108,530 and approve the mayor to sign those agreements.

SECOND PUBLIC HEARING

Introduction

The City Council of Gulf Breeze, Florida voted unanimously to pursue an application under the FY2012 Community Development Block Grant Application cycle in the Neighborhood Revitalization category. The purpose of this 2nd Public Hearing is to provide citizens an opportunity to comment on the project. A DRAFT of the application is available for review now. A final copy will be made available at City Hall, Monday through Friday, between the hours of 7:30 a.m. and 4:00 p.m. no more than five days before the application due date. The application cycle opened on August 15, 2012 with the applications being due by 5:00 p.m. October 1, 2012.

NEIGHBORHOOD REVITALIZATION

The City of Gulf Breeze is applying to the Florida Department of Economic Opportunity (DEO) for a grant under the Neighborhood Revitalization Category in the amount of \$650,000 in the FFY2012 Small Cities Community Development Block Grant (CDBG) Program. For each activity that is proposed, at least 51% of the funds must benefit low and moderate-income persons.

The City of Breeze's application has two (2) Service Areas.

Service Area #1: This area will include a portion of San Carlos Avenue from Fairpoint Drive to just east of Hampton Street, Hampton Street between San Carlos Avenue and Gilmore Drive and then a portion of Gilmore Drive east of Hampton Street. The project will provide approximately 3,070 LF of 8" gravity sewer, 1,360 LF of 4" force main and all appurtenances.

Service Area #2: The activities will provide for the installation of a permanent emergency pumping source at an existing lift station at 406 York Street.

At this point, I ask Mayor Zimmern to ask the public for any comments.

After comments: Mayor may now close the Public Meeting.

Comments:

AGREEMENT
BETWEEN
CITY OF GULF BREEZE



AND

 **BASKERVILLE-DONOVAN, INC.**
Innovative Infrastructure Solutions

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR THE

**CITY OF GULF BREEZE 2012 SMALL CITIES COMMUNITY
DEVELOPMENT BLOCK GRANT**

(SANITARY SEWER LINE INSTALLATION)

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**AGREEMENT
BETWEEN
CITY OF GULF BREEZE
AND
BASKERVILLE-DONOVAN, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT is made as of this ____ day of _____, 2012, between the City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, hereinafter referred to as "OWNER", and Baskerville-Donovan, Inc., hereinafter referred to as "ENGINEER," for the Small Cities Community Development Block Grant (Sanitary sewer line installation and street resurfacing), for permitting, design and construction administration, hereinafter called the "PROJECT."

OWNER and ENGINEER, in consideration of the mutual covenants contained herein, agree as follows:

SECTION 1 - BASIC SERVICES

1.1 Description of Basic Services

ENGINEER's basic services and responsibilities are described as follows:

Basic Service Area – the project will provide for the design, bidding, and construction observation for the purpose of providing approximately 3,100 LF of 8” gravity sewer, lift station, 1,360 LF of 4” force main and components on a portion of San Carlos Street, Hampton Avenue and Gilmore Street for the purpose of abating existing septic tanks along the route. This area is shown in Exhibit 2.

Option Area 1 – the project will provide for the design, bidding, and construction observation for the purpose of providing approximately 400 LF of 8” gravity sewer and components on a portion of San Carlos Street for the purpose of abating existing septic tanks along the route. This area is shown in Exhibit 2 and is included should the base bids come in under the grant amount.

SECTION 2 - OWNER'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, OWNER shall do the following in a timely manner:

2.1 Owner's Representative

Designate in writing a person to act as OWNER's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to

transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the PROJECT.

2.2 Provide Existing Data

Provide to ENGINEER existing data, plans, reports and other information known to, in possession of, or under control of OWNER which are relevant to the execution of ENGINEER's duties on the PROJECT. Also, provide all criteria and full information as to OWNER's requirements for the PROJECT, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

2.3 Provide Standards

Provide within thirty (30) days after authorization to proceed, specific OWNER furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the PROJECT. The OWNER agrees to bear total responsibility for technical accuracy and content of OWNER-furnished documents.

SECTION 3 - PAYMENTS TO ENGINEER

Lump Sum shall mean a fixed amount agreed upon in advance, subject to modifications and amendments, for services rendered.

1) Design (90% of design fee):	\$57,312.00
2) Advertise, Bid, and Award (10% of design fee):	\$ 6,368.00
3) Engineering Services During Construction:	\$23,700.00
4) FDEP Permit Application and Geotech: (Application fee by Owner)	\$ 8,000.00
5) Survey:	\$13,150.00

The total amount of the Agreement shall be \$108,530.00.

Compensation does not include Value Engineering or Owner requested changes after bid opening or Owner requested changes in the scope of service during design.

However, it is understood that the funding for this contract is being provided under a Florida Department of Community Affairs Small Cities Community Development Block Grant (CDBG) and that in no case shall the compensation for basic contract administration and construction observation exceed the allowances allowed for the CDBG segment of the CDBG project covered by this agreement unless the construction period is extended beyond the contract schedule at

which time the ENGINEER shall be compensated on a time and material basis utilizing the most current billing rates in effect at the time the work is performed.

Payments to ENGINEER for Services rendered shall be made once every month by OWNER. ENGINEER's invoices will be submitted once every month and will be based upon total services completed at the time of invoices. OWNER shall promptly pay ENGINEER's invoices.

SECTION 4 - GENERAL CONSIDERATIONS

4.1 Standard of Care

ENGINEER shall perform all services under this Agreement in a manner which is consistent with generally accepted standards of professional engineering practice.

4.2 Termination

4.2.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

4.2.2 This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in 4.2.1 above.

4.2.3 If termination for default is effected by the OWNER, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the local government because of the engineer's default.

A. If termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

B. For any termination, the equitable adjustment shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments (e.g., subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

4.2.4 Upon receipt of a termination action under paragraphs 4.2.1 or 4.2.2 above, the ENGINEER shall (1) promptly discontinue all affected work (unless a notice directs otherwise) and (2) deliver or otherwise make available to the OWNER all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by engineer in performing this Agreement, whether completed or in process.

- 4.2.5 Upon termination, the OWNER may take over the work and may award another party a contract to complete the work described in this contract.
- 4.2.6 If, after termination for failure of the engineer to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the contract price shall be made as provided in paragraph 4.2.3 above.
- 4.3 Remedies
- 4.3.1 Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in questions between the OWNER and the ENGINEER, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.
- 4.4 Access to Records
- 4.4.1 The OWNER, the Florida Department of Community Affairs, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.
- 4.5 Retention of Records
- 4.5.1 The ENGINEER shall retain all records relating to this contract for six years after the OWNER makes final payment and all other pending matters are closed.
- 4.6 Environmental Compliance
- 4.6.1 If this contract exceeds \$100,000, the ENGINEER shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The ENGINEER shall include this clause in any subcontracts over \$100,000.
- 4.7 Energy Efficiency
- 4.7.1 The ENGINEER shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- 4.8 Conflicts with Other Clauses
- 4.8.1 If this Agreement contains any clauses which conflict with the above clauses, then this Agreement will be governed by the clause(s) in sections 4.2 through 4.7 above.

4.9 Insurance

- 4.9.1 ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.
- 4.9.2 ENGINEER will maintain throughout this AGREEMENT the following insurance:
- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
 - (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
 - (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
 - (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
 - (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

4.10 Controlling Law

This Agreement is to be governed by and construed in accordance with the laws of the State of Florida.

4.11 Successors and Assigns

- 4.11.1 The parties hereby bind their respective partners, successors, executors, administrators, legal representatives and, to the extent permitted by paragraph 7.7.2., their assigns, to the terms, conditions and covenants of this Agreement.
- 4.11.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in this Agreement (other than the right of the ENGINEER to assign monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.
- 4.11.3 Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under

this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates, subcontractors and consultants as ENGINEER may deem appropriate to assist in the performance of Services.

4.11.4 Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

4.12 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.13 Severability and Waiver

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach of the same by the other party.

4.14 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed or other form or document issued by OWNER with respect to the PROJECT or ENGINEER's services.

4.15 Prohibition Against Contingent Fees

4.15.1 The ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER to solicit or secure this agreement and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the ENGINEER and fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

4.16 Adjustment of Contract Price

4.16.1 If a Truth-in-Negotiation certificate was required for this contract, the firm agree that the original Agreement price and additions thereto shall be adjusted to exclude any significant sums by which it is determined the Agreement price was increased due to

inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one year following the end of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

City of Gulf Breeze
"OWNER"

BY: Edwin A. Eddy

SIGNED: _____

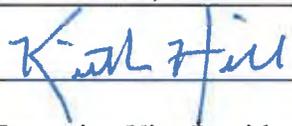
TITLE: City Manager

ADDRESS: 1070 Shoreline Drive
Gulf Breeze, FL 32561

Witnessed By: _____
Deputy Clerk

Baskerville-Donovan, Inc.
"ENGINEER"

BY: T. Keith Hill, P.E.

SIGNED: 

TITLE: Executive Vice President, COO

ADDRESS: 449 West Main Street
Pensacola, FL 32502

Witnessed By: _____

Task Description	Division Manager (\$/hr)	Project Manager (\$/hr)	Env. Engineer (\$/hr)	Elec. Engineer (\$/hr)	Struct. Engineer (\$/hr)	Design Engineer (\$/hr)	Professional Staff (\$/hr)	Survey Crew (\$/hr)	CAD Tech (\$/hr)	Clerical (\$/hr)	Geotech. (\$/hr)	Amount
Task 1 - Design	10.25	60.00	115.60	40.00	9.00	78.75	156.00	20.25				\$57,312
Task 2 - Advertise, Bid and Award	4.00	12.00	12.00	1.50	1.50	5.75				12.42		\$6,368
Task 3 - Engineering Services During Construction	1.00	72.00	32.00	8.00	4.00	40.00				12.00		\$23,700
Task 4 - FDEP Permit and Geotech		2.00	16.00	2.00		8.00			8.00	4.00	1.00	\$8,000
Task 5 - Survey							16.00	56.00	30.00	2.33		\$13,150
												\$108,530

NOTES:

1. BDI 2012 Hourly Billing Rate includes overhead and 15% profit.
2. Construction period is estimated to be 180 days.

City of Gulf Breeze
 2012 CDBG Gravity Sewer Improvements
 CDBG Contract No. xxxxxxxxxxxx
 BDI Project No. 20410.09

Scope of Work
114 Gilmore to Hampton
110 San Carlos to Fairpoint
Hampton between Gilmore and San Carlos
Permanent Emergency Pumping on York Street

	Quantity	Units	Unit Price	Extended Price	CDBG Grant	City Funds
Mobilization/Demobilization (not greater than 1% construction)	1	LS	\$6,956.61	\$6,956.61	\$6,956.61	
Maintenance of Traffic (not greater than 2% construction)	1	LS	\$13,983.49	\$13,983.49	\$13,983.49	
8" PVC Gravity Sewer (less than 10')	2,521	LF	\$30.00	\$75,630.00	\$75,630.00	
8" PVC Gravity Sewer (10' or greater))	551	LF	\$45.00	\$24,795.00	\$24,795.00	
Fiberglass Manhole 5-10 Feet	10	EA	\$5,760.00	\$57,600.00	\$57,600.00	
Fiberglass Manhole 10-15 Feet	2	EA	\$6,200.00	\$12,400.00	\$12,400.00	
Lift Station	1	LS	\$150,000.00	\$150,000.00	\$150,000.00	
4" PVC Forcemain	1,360	LF	\$15.00	\$20,400.00	\$20,400.00	
6"x4" Tapping Saddle and Valve w/box	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	
4" Plug Valve	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	
4" Check Valve	1	EA	\$1,500.00	\$1,500.00	\$1,500.00	
Service Laterals	58	EA	\$800.00	\$46,400.00	\$46,400.00	
Asphalt Base	3,755	SY	\$30.00	\$112,640.00	\$112,640.00	
Milling	3,755	SY	\$1.50	\$5,632.00	\$5,632.00	
Geotextile Interlayer Paving Fabric	7,509	SY	\$3.00	\$22,528.00	\$22,528.00	
Asphalt Overlay	7,509	SY	\$7.50	\$56,320.00	\$56,320.00	
Restoration	3,881	LF	\$3.00	\$11,643.00	\$11,643.00	
Septic Tank Abandonment	58	EA	\$1,400.00	\$81,200.00	\$81,200.00	\$81,200.00
Manhole Ring and Covers	12	EA	\$500.00	\$6,000.00	\$6,000.00	
Permanent Emergency Pumping Source	1	EA	\$15,000.00	\$15,000.00	\$15,000.00	

Totals	\$723,628.10	\$642,428.10	\$81,200.00
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Sewer Impact Fees Forgiven	58	EA	\$5,200.00	\$301,600.00
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If grey water tanks are encountered like they were on York Street then the \$81,200.00 from City funds would be more like \$162,400.00.

City of Gulf Breeze
 2012 CDBG Gravity Sewer Improvements
 CDBG Contract No. xxxxxxxxxxxx
 BDI Project No. 20410.09

**Scope of Work Additional Option
 115 to 124 Gilmore**

	Quantity	Units	Unit Price	Extended Price	CDBG Grant	City Funds
Mobilization/Demobilization (not greater than 1% construction)	0	LS	\$664.55	\$0.00	\$0.00	
Maintenance of Traffic (not greater than 2% construction)	0	LS	\$1,335.82	\$0.00	\$0.00	
8" PVC Gravity Sewer (less 10')	400	LF	\$30.00	\$12,000.00	\$12,000.00	
8" PVC Gravity Sewer (greater than 10')	0	LF	\$45.00	\$0.00	\$0.00	
Fiberglass Manhole 5-10 Feet	1	EA	\$5,760.00	\$5,760.00	\$5,760.00	
Fiberglass Manhole 10-15 Feet	0	EA	\$6,200.00	\$0.00	\$0.00	
Lift Station	0	LS	\$150,000.00	\$0.00	\$0.00	
4" PVC Forcemain	0	LF	\$15.00	\$0.00	\$0.00	
6"x4" Tapping Saddle and Valve w/box	0	EA	\$1,500.00	\$0.00	\$0.00	
4" Plug Valve	0	EA	\$1,500.00	\$0.00	\$0.00	
4" Check Valve	0	EA	\$1,500.00	\$0.00	\$0.00	
Service Laterals	10	EA	\$800.00	\$8,000.00	\$8,000.00	
Asphalt Base	489	SY	\$30.00	\$14,666.67	\$14,666.67	
Milling	489	SY	\$1.50	\$733.33	\$733.33	
Geotextile Interlayer Paving Fabric	978	SY	\$3.00	\$2,933.33	\$2,933.33	
Asphalt Overlay	978	SY	\$7.50	\$7,333.33	\$7,333.33	
Restoration	400	LF	\$3.00	\$1,200.00	\$1,200.00	
Septic Tank Abandonment	10	EA	\$1,400.00	\$14,000.00	\$14,000.00	\$14,000.00
Manhole Ring and Covers	1	EA	\$500.00	\$500.00	\$500.00	
Permanent Emergency Pumping Source	0	EA	\$15,000.00	\$0.00	\$0.00	
Totals				\$67,126.67	\$53,126.67	\$14,000.00

Sewer Impact Fees Forgiven	10	EA	\$5,200.00	\$52,000.00
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If grey water tanks are encountered like they were on York Street then the \$14,000.00 from City funds would be more like \$28,000.00.

**AGREEMENT FOR CDBG
ADMINISTRATION SERVICES
GULF BREEZE, FL**

This Contract is entered into this ___ day of _____, between the City of Gulf Breeze, Florida, hereinafter referred to as the "Client" and Jordan & Associates, 769 Blanding Blvd, Suite 5, Orange Park, Florida, 32065. This Contract shall become effective immediately, with Grant Administration Services subject to the beginning date of the CDBG Grant Agreement between the local government and the Florida Department of Economic Opportunity, hereinafter referred to as "DEO".

WITNESSETH

WHEREAS, the Client has been awarded a Community Development Block Grant, hereinafter referred to as the "Project" and the Client being desirous of implementing such a Project; and

WHEREAS, the Client has determined that Jordan & Associates is fully qualified to perform Grant Administrative Services for the Client's Community Development Block Grant (CDBG) Project.

NOW THEREFORE, the Client and Jordan & Associates, in consideration of mutual covenants and promises herein contained and fully intending to be legally bound, hereby do, mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES

Jordan & Associates shall provide the following services for the Grant Administration and Jordan & Associates agrees, under the terms and conditions of this Contract and the applicable federal, state and local laws and regulations, to undertake, perform and complete the necessary Grant Administration Services required to implement and complete the Client's CDBG project in compliance with applicable laws and regulations.

Scope of Services (Jordan & Associates and Client): The scope of services relevant to the CDBG Project No. "Upon Award" is included as Attachment "B" to this agreement.

ARTICLE II. COMPENSATION AND PAYMENT

- A. Compensation: For the services provided as identified in Attachment "B" the Client agrees to pay the administrator as follows:
1. Administrative Services: The Client will pay Jordan & Associates the sum of \$ **46,800.00**. Not more than **\$4,500.00** shall be paid by the Client for Jordan & Associates' services performed prior to the release of funds. This payment is for the Environmental Review process. The client will pay the cost of advertisement. After the Client's release of funds, the remaining compensation will be paid in 24 equal monthly payments of **\$1,762.50** or multiple months as invoiced.
 2. Early Completion: If the project is satisfactorily completed before the 24-month grant period expires, the balance of the administration fee will be paid to Jordan & Associates by the tenth calendar day of the month, after submission of the preliminary closeout report to DEO.
 3. Termination: If this agreement is terminated prior to Jordan & Associates' receipt of the entire lump sum fee specified herein, Jordan & Associates shall be paid upon termination the difference between a) the fee previously collected by Jordan & Associates; and b) 7.2% of the total grant funds spent/obligated under Jordan & Associates direction.
 4. Miscellaneous Costs: It is agreed by Jordan & Associates and the Client that legal, audit and advertising expenses will be the Client's responsibility.
- B. Invoices: Jordan & Associates will submit a monthly invoice or combined multiple months' invoices for Administration Services. The invoice shall be submitted to the Client for the Client's review and approval. Payment will be issued within fourteen (14) days of the receipt of the invoice.

ARTICLE III. ACCESS TO RECORDS

The local government, the Florida Department of Economic Opportunity, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions. It is expressly understood that upon receipt of substantial evidence of Jordan & Associates' refusal to comply with this provision, the Client will have the right to terminate this contract for breach.

ARTICLE IV. TERM OF CONTRACT

The term of contract under this Project shall begin upon the execution of the grant agreement between the Client and DEO and shall be completed upon final completion of the Florida Community Development Block Grant Small Cities Program Project, as approved by the Florida Department of Economic Opportunity.

ARTICLE V. TERMINATION

- A. This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than thirty (30) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated, in whole or in part, in writing, by either party for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in Article V. A. above.
- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to Jordan & Associates at the time of termination may be adjusted to cover any additional costs to the Client because of the default.

D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A.3.

If termination for convenience is effected by Jordan & Associates, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice as described in Article II. A. 3.

For any termination, the equitable adjustment shall provide for payment to Jordan & Associates for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by Jordan & Associates relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

- E. Upon receipt of a termination action under paragraphs A. or B. above, Jordan & Associates shall: (1) promptly discontinue all affected work (unless the notice directs otherwise); and (2) deliver or otherwise make available to the Client all data, reports, summaries and other such information, as may have been accumulated by Jordan & Associates in performing this contract, whether completed or in process.
- F. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- G. If, after termination for failure of either party to fulfill contractual obligations, it is determined that the other party had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience for the initiating party. In such event, adjustment of the contract price shall be made as provided in paragraph D. above.

ARTICLE VI. CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ARTICLE VII. PROHIBITION AGAINST CONTINGENT FEES

Jordan & Associates warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Jordan & Associates to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporations, individual or firm, other than a bona fide employee working solely for Jordan & Associates any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE VIII. CONTACT PERSONS

- A. The Client's contact person for this contract is Dave Szymanski.
- B. The representative of Jordan & Associates responsible for the administration of this contract is Ms. Kathy Baker.
- C. In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representative will be rendered, in writing, to the party and said notification attached to the original of this contract.

ARTICLE IX. REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the client and Jordan & Associates, arising out of or relating to this contract, or the breach of it, will be decided by mediation, if the parties mutually agree, or in a Florida court of competent jurisdiction.

ARTICLE X. RETENTION OF RECORDS

Jordan & Associates shall retain all records relating to this contract for six (6) years after the Client is administratively closed and any other pending matters are resolved.

ARTICLE XI. ENVIRONMENTAL COMPLIANCE

If this contract exceeds \$100,000, Jordan & Associates shall comply with all applicable standards, orders or requirements issued under Section 306 of the clean air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and U. S. Environmental Protection Agency regulations (40 C.F.R. Part 15). Jordan & Associates shall include this clause in any subcontracts over \$100,000.

ARTICLE XII. ENERGY EFFICIENCY

Jordan & Associates shall comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ARTICLE XIII. COVENANT FOR SERVICES

The Client does hereby contract with Jordan & Associates to perform the services described herein and Jordan & Associates does hereby agree to perform such services under the terms and conditions set forth in this contract.

ARTICLE XIV. ATTORNEY'S FEES

Should it become necessary for either party to enforce its rights under this agreement, the prevailing party shall be entitled to recover attorney's fees and costs associated herewith.

ARTICLE XV. FEDERAL STATUTORY REQUIREMENTS

When applicable, Jordan & Associates and the Client shall comply with the provisions contained in Attachment "A" and incorporated herein.

ARTICLE XVI. LIMITATION OF LIABILITY

- A. Compensation: Neither Jordan & Associates, Jordan & Associates' consultants, nor their agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

ARTICLE XVII TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by the parties.

ARTICLE XVIII EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by duly qualified representatives this ___day of _____, 2012.

CITY OF GULF BREEZE

JORDAN & ASSOCIATES

Beverly H. Zimmern, Mayor

Ronald M. Vanzant, President

ATTACHMENT "A"

FEDERAL PROVISIONS

Equal Employment Opportunities

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

“Section 3” Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by direct federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 required that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in

conspicuous places available to employees and applicants for employment or training.

- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Record and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure proper accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for six (6) years after the final closeout of the CLIENT agreement with DEO.

ATTACHMENT "B"

ADMINISTRATIVE SERVICES

It is our goal to implement a trouble-free project and relieve the community of as much burden as possible by:

1. Establish liaison with Department of Economic Opportunity on the community's behalf.
2. Prepare Environmental Review documents including all mail outs and advertisements.
3. Review the local government's compliance with state and federal regulations/requirements concerning procurement, employment, personnel and property management, records retention, fair housing ethics, etc. and make recommendations for modifications, if necessary.
4. Assist the community with any property acquisition as may be necessary.
5. Request a wage decision for the project
6. Review bid documents
7. Coordinate and support engineering firm in the following:
 - A. Request and receive bids
 - B. Review and evaluate bids for eligibility and compliance. Recommend for approval by local officials.
 - C. Assist with contract development if necessary. Supervise execution.
 - D. Attend pre-construction conference.
8. During construction review all request for funds from the contractor to insure that all Davis/Bacon Act federal requirements are met.

Coordinate to resolve any problems between the engineer, contractor, and community.

Review any change orders and make recommendations to the community on each; and insure that all Release of Liens are properly executed and all documents are in hand properly before final payment is made.
9. Prepare Request for Funds – to be submitted in a manner that will insure availability of funds to the local government when needed, in compliance with regulations.

10. Maintain required files.
11. Produce and submit any program reports.
12. Be present to represent the local government during monitoring visits. Respond to the monitoring reports.
13. Meet with the Citizen's Advisory Task Force (CATF) to keep them informed on the project.
14. Meet with the local government to keep them updated on the progress of the project.
15. Support the community in receiving an extension in the grant period that may be required as a result of unforeseen circumstances.
16. Prepare program closeout, including submission of reports and follow-up.

City of Gulf Breeze Cost Analysis

CDBG Administrative Services Based on Lump Sum Fee

Environmental Review Process	\$	<u>4,500.00</u>
Maintain/Update Policies for Grant Recordkeeping/Monitoring with DCA Estimate includes two monitorings and potential for one amendment in recordkeeping	\$	<u>21,450.00</u>
Attend CATF Meetings/Commission Meetings	\$	<u>5,000.00</u>
Fair Housing Activities Minimum of one per quarter	\$	<u>3,500.00</u>
Pre-Construction Conference/Labor Standards Including providing assistance to engineer, requesting Wage Decisions, and getting contractor clearance	\$	<u>8,500.00</u>
Closeout Documents	\$	<u>3,850.00</u>
	Total \$	46,800.00

*Estimated profit is \$3,250.00
Profit based on 2 year contract therefore,
fluctuates according to length of actual project 5-8%*