

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

OCTOBER 10, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Beautification Award Winners
- B. Discussion and Action Regarding Recreation Center Addition/Renovation Update
- C. Discussion and Action Regarding Purchase of Replacement Equipment
- D. Discussion and Action Regarding Utility and Stormwater Rate Increase Hearing
(Resolutions 18-12, 19-12 & 20-12)
- E. Discussion and Action Regarding Tennis Practice Wall
- F. Discussion and Action Regarding Maintenance of Medians & Right-of-Way on Hwy 98,
Andrew Jackson to Daniel Drive
- G. Discussion and Action Regarding Declaration of Surplus Equipment (1998 Dodge Truck
and 72" Zero Turn Mower)
- H. Discussion and Action Regarding Renewal of Inmate Work Crew Contract
- I. Discussion and Action Regarding Navarre Street Traffic Calming Study
- J. Discussion and Action Regarding Third Party Reviewer - Energy Savings Program
- K. Discussion and Action Regarding Approval to Commence Payroll Outsourcing Process
- L. Discussion and Action Regarding Suggested Service Requirements for Solid Waste
Franchise Bid
- M. Discussion and Action Regarding Policy for Filling Mid Term Vacancies on City Council
- N. Discussion and Action Regarding Boats, Trailers, Recreational Vehicles
- O. Information Items

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.

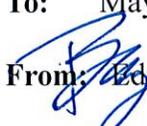


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/4/2012

Subject: **Beautification Winners**

The Beautification Committee met recently to select winners of the quarterly beautification awards. The Committee will present their awards at the October 15, 2012 City Council meeting. The winners are listed below:

Dist. 1	Malcom Rawson	1311 Soundview Trail
Dist. 2	Rosalind Manthei	101 Northcliff Drive
Dist. 3	Louis and Kay Makowski	809 Poinciana Drive
Dist. 4	Stan & Katharine Searcy	228 Northcliff Drive

RECOMMENDATION:

THAT THE CITY COUNCIL RECOGNIZE THE BEAUTIFICATION COMMITTEE ON OCTOBER 15TH TO ALLOW THE COMMITTEE TO DISTRIBUTE THIRD QUARTER 2012 AWARDS.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

A handwritten signature in blue ink, appearing to read "Ron Pulley", is written over the printed name of the Director of Parks and Recreation.

SUBJECT: Recreation Center Addition/Renovation Update

DATE: October 5, 2012

Mr. Steve Jernigan, Bay Design, will be available to provide Council with a project update at their Wednesday, October 10, 2012 Executive Session.

Thank you.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

A handwritten signature in blue ink, appearing to read "Ron Pulley", is placed to the right of the "FROM:" line.

SUBJECT: Purchase of Replacement Equipment

DATE: October 5, 2012

The FY - 2012 Budget contained \$45,000 in capital reserves designated for Parks & Recreation equipment replacement. Additionally, the FEMA Alternate Project funds contain \$45,000 designated for Parks & Recreation equipment.

The growing frequency of repairs and the associated down time, indicate that the units listed below, are nearing the end of their dependable service life. Therefore, we would like to take advantage of end of the season pricing to replace the following equipment:

- (1) 52" mower originally purchased in July, 2002
- (1) 72" mower originally purchased in August, 2005
- (1) Athletic Field Groomer originally purchased in October, 2007
- (2) Utility Vehicles - 4 wheel, non-licensed - originally purchased in May, 2003

We estimate the cost of these 5 items to total approximately \$65,000.

Recommendation

That Council direct staff to seek competitive pricing for the replacement of the listed equipment.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: October 5, 2012

RE: Rate Increase Hearing

In order to provide revenues to match projected expenditures staff is recommending \$1.00 increase to water base fee, a \$1.51 increase to the sewer base fee, a \$0.05 increase to the water volumetric fee and a \$0.22 increase to the sewer volumetric fee for customers within the City with a ¾" meter.

The SSRUS Board recommended a rate increase of \$0.50 the sewer base fee for residential customers with a ¾" meter to move toward sewer expenses being totally covered by sewer revenues.

The City Council previously approved a stormwater water rate increase from \$4.25 to \$4.50 to cover increases in expenses.

The notice has been completed on all cycle bills in accordance with the Florida Statutes. The resolutions and proposed rates are attached. The increase will be effective with the bills produced after October 16, 2012.

RECOMMENDATION: City Council adopt Resolutions 18-12, 19-12 and 20-12 for the SSRUS and City Water & Sewer rate increases and during the public hearing to be held on October 15, 2012.

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

WATER SCENARIOS FOR REVENUE GENERATED						
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	2586	*(	9.41	+	8.55	* 2.70) * 12 = 1,008,384.84
Rate Increase	2586	*(	10.41	+	8.55	* 2.75) * 12 = 1,052,683.02
Base +1 & Vol. +0.05						
SEWER SCENARIOS FOR REVENUE GENERATED						
	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2012 Budget	1503	*(	13.09	+	9.00	* 3.68) * 12 = 833,443.56
Rate Increase (\$1.51)	1503	*(	14.60	+	9.00	* 3.90) * 12 = 896,389.20
Base +1.51 & Vol. +0.22						

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

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

**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
Base +0 & Vol. +0					
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
Base +0.5 & Vol. +0					

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		4,079,615.42
			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%

RESOLUTION 18-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE,
FLORIDA, INCREASING WATER AND SEWER RATES FOR UTILITY
CUSTOMERS IN THE CITY OF GULF BREEZE.**

WHEREAS, the City of Gulf Breeze provides water and wastewater service to the residents within the city limits of the City of Gulf Breeze and must rely upon water and sewer rates to pay for the costs to operate the system and provide for adequate reserves; and,

WHEREAS, the City Council has determined that operating costs, including but not limited to personnel, purchase of energy and wholesale water have increased; and,

WHEREAS, the City Council has determined that the current operating revenues can not support the current level of service, even with the cost cutting measures already taken; and

WHEREAS, the City Council held a Public Hearing on Monday, October 15, 2012 on this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF GULF BREEZE, FLORIDA AS FOLLOWS;**

SECTION 1: The water and sewer charges for City of Gulf Breeze customers are hereby increased as listed in Exhibit A. Said increase to be implemented commencing with bills produced after October 16, 2012.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
GULF BREEZE, SANTA ROSA COUNTY, FLORIDA** on this _____ day of
_____, 2012.

Mayor

ATTEST

City Clerk

**EXHIBIT 'A' Res. ___-12
CITY WATER AND SEWER
PROPOSED RATE INCREASES**

VOLUMETRIC RATES PER THOUSAND GALLONS

	Current	Increase	Proposed
Water	\$2.70	\$0.05	\$2.75
Sewer	\$3.68	\$0.22	\$3.90

Residential - Water Base Fee

Meter Size	2011		2012 New Base Fee
	New Base Fee	Increased By	
3/4"	\$9.41	\$1.00	\$10.41
1"	\$17.46	\$1.33	\$18.79
1 1/2"	\$45.67	\$2.00	\$47.67
2"	\$74.39	\$2.67	\$77.06
3"	\$151.33	\$4.00	\$155.33
4"	\$228.28	\$5.33	\$233.61
6"	\$454.67	\$8.00	\$462.67

Residential - Sewer Base Fee

Meter Size	2011		2012 New Base Fee
	New Base Fee	Increased By	
3/4"	\$13.09	\$1.51	\$14.60
1"	\$24.27	\$2.01	\$26.28
1 1/2"	\$58.74	\$3.02	\$61.76
2"	\$94.33	\$4.03	\$98.35
3"	\$188.99	\$6.04	\$195.03
4"	\$281.23	\$8.05	\$289.28
6"	\$549.33	\$12.08	\$561.41

Commercial - Water Base Fee

Meter Size	2011		2012 New Base Fee
	New Base Fee	Increased By	
3/4"	\$9.41	\$1.00	\$10.41
1"	\$17.46	\$1.33	\$18.79
1 1/2"	\$45.67	\$2.00	\$47.67
2"	\$74.39	\$2.67	\$77.06
3"	\$151.33	\$4.00	\$155.33
4"	\$228.28	\$5.33	\$233.61
6"	\$454.67	\$8.00	\$462.67

Meter Size	2011		2012 New Base Fee
	New Base Fee	Increased By	
3/4"	\$13.09	\$1.51	\$14.60
1"	\$24.27	\$2.01	\$26.28
1 1/2"	\$58.74	\$3.02	\$61.76
2"	\$94.33	\$4.03	\$98.35
3"	\$188.99	\$6.04	\$195.03
4"	\$281.23	\$8.05	\$289.28
6"	\$549.33	\$12.08	\$561.41

RESOLUTION 19-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, INCREASING SEWER RATES FOR UTILITY CUSTOMERS IN THE SOUTH SANTA ROSA UTILITY SYSTEM.

WHEREAS, the City of Gulf Breeze provides water and wastewater service to the residents within the South Santa Rosa Utility System and must rely upon water and sewer rates to pay for the costs to operate the system and provide for adequate reserves; and,

WHEREAS, the City Council has determined that operating costs, including but not limited to personnel, purchase of energy and wholesale water have increased; and,

WHEREAS, the City Council has been advised by the South Santa Rosa Utility Board that the current base charges for wastewater and reclaimed services and volumetric rates for wastewater should be increased; and

WHEREAS, the City Council held a Public Hearing on Monday, October 15, 2012 on this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AS FOLLOWS;

SECTION 1: The sewer and reclaimed charges for the South Santa Rosa Utility System are hereby increased as listed in Exhibit 'A'. Said increase to be implemented commencing with bills produced after October 16, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this _____ day of _____, 2012.

Mayor

ATTEST

City Clerk

EXHIBIT 'A' Res. __-12

PROPOSED WATER AND SEWER RATES SOUTH SANTA ROSA UTILITY SYSTEM

VOLUMETRIC RATES PER THOUSAND GALLONS

	Current	Increase	Proposed
Water	\$2.75	\$0.00	\$2.75
Sewer	\$4.02	\$0.00	\$4.02

Residential - Water Base Fee

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$13.90	\$0.00	\$13.90
1"	\$25.27	\$0.00	\$25.27
1 1/2"	\$64.62	\$0.00	\$64.62
2"	\$104.67	\$0.00	\$104.67
3"	\$211.52	\$0.00	\$211.52
4"	\$318.37	\$0.00	\$318.37
6"	\$631.48	\$0.00	\$631.48

Residential - Sewer Base Fee

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$15.61	\$0.50	\$16.11
1"	\$29.24	\$0.67	\$29.91
1 1/2"	\$71.52	\$1.00	\$72.52
2"	\$115.60	\$1.33	\$116.93
3"	\$233.25	\$2.00	\$235.25
4"	\$350.80	\$2.67	\$353.47
6"	\$693.17	\$4.00	\$697.17

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$23.82	\$0.00	\$23.82
1"	\$37.23	\$0.00	\$37.23
1 1/2"	\$82.57	\$0.00	\$82.57
2"	\$126.67	\$0.00	\$126.67
3"	\$246.28	\$0.00	\$246.28
4"	\$371.77	\$0.00	\$371.77
6"	\$732.56	\$0.00	\$732.56

Commercial - Sewer Base Fee*

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$32.67	\$0.50	\$33.17
1"	\$45.26	\$0.67	\$45.92
1 1/2"	\$91.59	\$1.00	\$92.59
2"	\$137.27	\$1.33	\$138.60
3"	\$261.97	\$2.00	\$263.97
4"	\$395.48	\$2.67	\$398.14
6"	\$775.03	\$4.00	\$779.03

*includes 3,000 gallons usage in base rate

Reclaimed Rates

	2009 Base Fee	Increased By	2011 Base Fee
	\$6.00	\$0.00	\$6.00

RESOLUTION 20-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, INCREASING STORMWATER RATES FOR CUSTOMERS IN THE CITY OF GULF BREEZE.

WHEREAS, the City of Gulf Breeze operates and maintains stormwater treatment and control facilities, as well as having jurisdictional control over stormwater for new development,

WHEREAS, the City of Gulf Breeze is required to comply with the National Pollutant Discharge Elimination System permit for all stormwater and construction related activities within the incorporated limits,

WHEREAS, the City Council has determined that the costs for the operation, maintenance and compliance have increased; and,

WHEREAS, the City Council has determined that the current operating revenues can not support the current level of service, even with the cost cutting measures already taken; and

WHEREAS, the City Council held a Public Hearing on Monday, October 15, 2012 on this matter;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AS FOLLOWS;

SECTION 1: The stormwater fee for City of Gulf Breeze customers be hereby increased from \$4.25 to \$4.50 per equivalent residential connection. Said increase to be implemented commencing with bills produced after October 16, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this _____ day of _____, 2012.

Mayor

ATTEST

City Clerk



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Tennis Practice Wall

DATE: October 4, 2012

A handwritten signature in blue ink, appearing to read "Ron Pulley", is written over the "FROM:" line of the memo.

Based on feedback received from citizens, Council directed staff to prepare a proposal for the construction of a practice wall adjacent to the tennis courts. The previous wall was demolished to make way for the Recreation Center expansion.

Attached is a recommended design that was created by Bay Design and a construction quote from Hewes and Company. As you know, these firms comprise our construction team for the Recreation Center project.

The design calls for a two sided hitting wall, allowing simultaneous play in each direction. It will be located just east of the northern 4 tennis courts and will be accessed by a sidewalk to be installed along the eastern edge of northern 4 tennis courts.

In order to create a practice facility that will adequately meet the tennis communities' needs, but at a cost of less than \$46,179.00, we recommend altering the attached scope of work by:

1. eliminating the fencing and use shrubbery as necessary
2. eliminating the concrete surface and replace with asphalt and ribbon curve
3. eliminating the professional court finish, striping and utilize inmate labor to paint and stripe.

As modified, the project cost will be \$27,113.00.

The cost of this practice wall is not included in the Recreation Center Expansion Project and will require funding from reserves.

Recommendation

That Council direct Hewes and Co. to proceed with the construction of the Tennis Practice Wall, as altered, at their quoted price of \$27,113.00.



Construction Managers • General Contractors • Design Builders

September 22, 2012

The City of Gulf Breeze
Attn: Mr. Ron Pulley
1070 Shoreline Drive
Gulf Breeze, FL 32561

RE: **Practice Tennis Wall**

Dear Ron:

Per the enclosed breakdown, we submit our revised cost proposal in the amount of \$46,179.00 to furnish and install practice tennis wall/courts at the Gulf Breeze Community Center. Our proposal is based on the attached drawing as prepared by Bay Design.

Please review and advise if you should have any questions.

Sincerely,

Hewes & Company, LLC

A handwritten signature in black ink, appearing to read "Ed Hewes", with a long horizontal flourish extending to the right.

Ed Hewes
President

Encls.

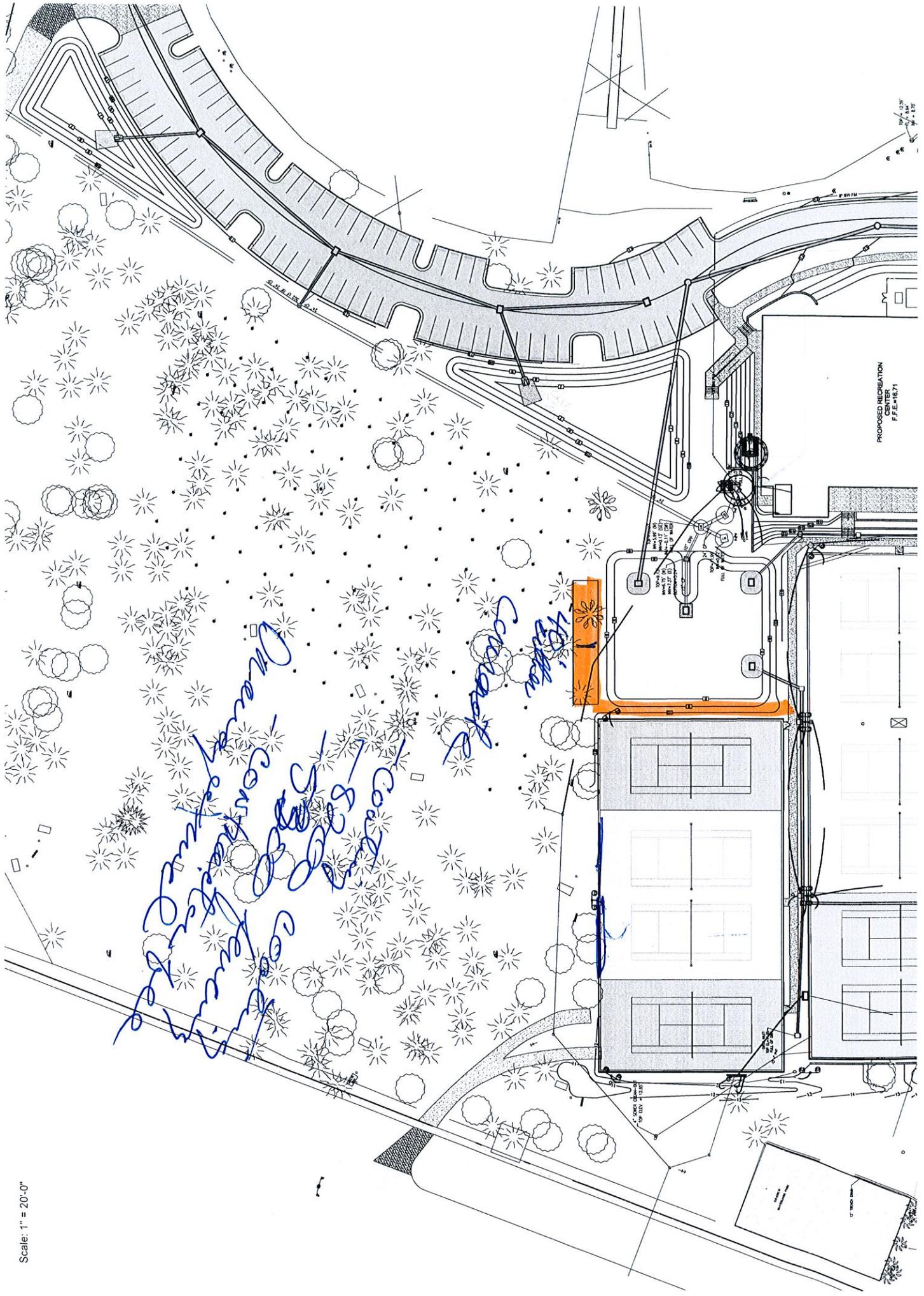
/jw

Hewes & Company, LLC
 Gulf Breeze Community Center
 Practice Tennis Wall

Dwg #	DESCRIPTION	CONTRACTOR	QUANTITY	UNIT	LABOR		MATERIAL		SUB UNIT	CONTRACTOR TOTAL	TOTAL
					TOTAL	UNIT	TOTAL	UNIT			
	Division 1 - General Conditions										
	Mailing and Postage	Hewes & Co	0	LS						0	75
	Testing Lab Services	Jacobs	1	LS						0	250
	Project Management/Estimating	Hewes & Co	4	HR	75.00					300	300
	Superintendent	Hewes & Co	4	HR	75.00					0	300
	Bldg Dept Review	Santa Rosa	0	LS						0	150
	Division 2										
	Stework & Grading	Heaton	1	LS						0	2,912
	Fencing	A-1 Hurricane	1	LS						0	5,320
	Acrylic Court Surfacing & Lines	McLean	1	LS						0	8,200
	Sidewalks	Hewes & Co	675	SF					4.00	0	2,700
	Gravel Drainage (18w x 12' d x 125' L)	Heaton	1	LS						0	1,365
	Landscape, Irrigation & Sod	By Owner	0	LS						0	0
	Division 3										
	WALL FOOTINGS										
	Excavate	Hewes & Co	11	CY	20.00					220	220
	FG & Compact	Hewes & Co	102	SF	0.25					26	26
	Side Forms	Hewes & Co	80	SF	2.50					200	400
	Concrete (3000 psi)	Hewes & Co	4	CY	25.00					100	448
	Turn Down FOOTINGS										
	Excavate	Hewes & Co	12	CY	20.00					240	240
	FG & Compact	Hewes & Co	226	SF	0.20					45	45
	Side Forms	Hewes & Co	283	SF	2.50					708	1,415
	Concrete (3000 psi)	Hewes & Co	11	CY	15.00					165	1,122
	4" SOG										
	FG & Compact	Hewes & Co	1296	SF	0.20					259	259
	Edge Forms (See Figs)	Hewes & Co	0	SF	0.00					0	0
	WWM	Hewes & Co	1600	SF	0.10					160	400
	Vapor Barrier	Hewes & Co	1600	SF	0.05					80	240
	Place & Finish	Hewes & Co	1296	SF	0.00				1.00	0	1,296
	Concrete (3000 psi)	Hewes & Co	20	CY	0.00					0	1,740
	Cure & Seal	Hewes & Co	1296	SF	0.05					65	194
	Concrete Rebar	Hewes/NUFab	1	TON	450.00					450	2,170
	Saw Cut Control Joints	Hewes & Co	96	LF	0.00				1.00	0	96
	Control Joint Sealants	Hewes & Co	96	LF	0.00				3.00	0	288
	Expansion Joints	Hewes & Co	48	LF	0.50					24	72
	Concrete Equipment	Hewes & Co	1	LS	0.00					0	600

Hewes & Company, LLC
 Gulf Breeze Community Center
 Practice Tennis Wall

Drwg #	DESCRIPTION	CONTRACTOR	QUANTITY	UNIT	LABOR		MATERIAL		SUB CONTRACTOR		TOTAL
					UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	
	Division 4										
	Masonry	D. Lenn	1	LS		0		0		5,517	5,517
	Masonry Rebar	NULFab	In Concrete	Ton		0	In Concrete			0	0
	Division 9										
	Painting	Hollers Painting	1	LS		0		0		690	690
	Division 15										
	HVAC	N/A	1	LS		0		0		N/A	0
	Division 16										
	Electrical & Lighting	N/A	1	LS		0		0		N/A	0
	SUBTOTAL					3,341		6,925		0	0
	TAXES & INSURANCE				0.400	1,336		450		28,784	39,050
	SUBTOTAL					4,678		7,375		58	1,844
	G.C. FEE				0.150	702		1,106		28,842	40,894
	BOND				0.013	70		110		2,884	4,692
	TOTAL					5,449		8,592		412	593
										32,138	46,179



PROPOSED RECREATION CENTER
P.E.#1671

Scale: 1" = 20'-0"



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: October 4, 2012

SUBJECT: Maintenance of Medians and Right-of-way on Highway 98, Andrew Jackson to Daniel Drive.

In 2009, the City was notified that it had been awarded a \$350,000 Beautification Grant from the Florida Department of Transportation. In April of 2011, the project began was completed in December 2012.

Staff recommended to Council that it would probably be best that the contractor who installed the plants (DesignScapes) maintain them for at least a year. Staff asked DesignScapes for a price proposal for maintenance, determined its fairness, and made the recommendation.

The City has been unhappy with the maintenance of Highway 98 Medians since early this year and has made it known to Designscapes on a number of occasions. We have tried to fix the problems as they come up. However, we are still not satisfied and have tried to address them with the contractor. We have recently been informed by Designscapes that they no longer intend to honor their contract. There are some issues that need to be addressed with Designscapes in addition to just terminating the maintenance contract.

In the meantime, there is an immediate need to address the Hwy 98 medians and maintain the investment in the manner that the community has come to expect. Staff has met with Randy Hepworth, who currently has the contract on the other medians in the City and asked if he would be interested in and at what cost to start maintaining the problem medians.

Randy has expressed interest and is currently maintaining the area on a month to month basis at the same price (\$2,087.50/mo). This gives us the opportunity to re-bid the project.



City of Gulf Breeze

RECOMMENDATION: That the City Council met as the Community Redevelopment Board on Monday, October 15, 2012 and terminate the maintenance contract with DesignScapes, Direct staff to take legal action if necessary for warranty deficiencies that remain (staff will continue and try to negotiate a solution). That the City Council accept staff recommendation to use Randy Hepworth on a month to month maintenance schedule for Highway 98 from Andrew Jackson to Daniel Drive for \$2,087.50 per month. Direct staff to write a Request for Proposal for landscaping services. Advertise the RFP and evaluate bidders and make a recommendation for a new annual contract to the Council.



City of Gulf Breeze

October 3, 2012

Matt E. Dannheisser
504 North Baylen Street
Pensacola, FL 32501

Reference: Florida Department of Transportation SB1446 Beautification Grant Warranty issue between the City of Gulf Breeze and DesignScapes.

Matt,

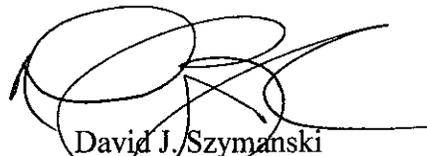
After careful review, I believe that this is a warranty and replacement issue against the initial contract. That contract was to install irrigation and plants, and trees along US Hwy 98 and in the medians from Andrew Jackson to Daniel Drive.

DesignScapes was chosen by the RFP process and then the contract was extended by a change order. The issue is the replacement of plants and trees under section 9.0 Guarantee/Warranty on sheet LS-300 of construction documents. We have had independent counts and pictures taken of the work and find a substantial amount of plants and trees that need to be replaced. We have tried to communicate these problems to DesignScapes owner, Curtis Holder without success. We wanted to give him a chance to correct the situation. We have sent e mails, left phone calls and most recently a certified letter. DesignScapes has walked away from their maintenance contract with the City in July 2012.

Enclosed find the initial contract, history of project, construction documents for both phase I and II, and e mails between varies parties involved with this project. I do have picture showing where we believe plants and trees are missing (not included).

The owner, Curtis Holder is no longer in Mary Esther, Florida but Lake Placid Florida. That new address is 621 Grissom Road NW, Lake Placid, Florida ,33852.

We solicit your help in determining our next course of action. Please call me at (850) 934-5106, if you need further information



David J. Szymanski
Assistant City Manager

I look forward to your response and reaching a resolution.

From: David Szymanski
Sent: Monday, August 13, 2012 4:37 PM
To: Curtis Holder ; Kevin Dotson
Cc: Ron Pulley
Subject: Highway 98 Maintenance Contract
[Quoted text hidden]

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

David Szymanski <dszymanski@gulfbreezefl.gov>
To: cholder@designscapesfwb.com

Tue, Aug 14, 2012 at 8:42 AM

Your message

To: David Szymanski
Subject: Re: Highway 98 Maintenance Contract
Sent: 8/14/12 7:22:39 AM CDT

was read on 8/14/12 8:42:13 AM CDT

David Szymanski <dszymanski@gulfbreezefl.gov>
To: Curtis Holder <cholder@designscapesfwb.com>
Cc: Ron Pulley <rpulley@gulfbreezefl.gov>, Kevin Dotson <kdotson@designscapesfwb.com>

Tue, Aug 21, 2012 at 8:44 AM

Curtis...

The City would like you to furnish us with the delivery tickets and associated invoices showing all of the trees and plants that were delivered and installed for Phase I and II. Also, please furnish any documentation that you have from the landscape architect or DOT personnel that verifies the number of plant and trees that were installed.

In issuing DesignScapes the maintenance contract for the project, it was our intent that who better to maintain the trees and plants than the company who planted them originally. It was agreed that this was the best course of action especially for the year warranty period of project. We know that there are missing trees and plants which were either never planted or should be replace at the very least under warranty. We know that the plans were changed near the entrance to the football area (where the band enters) that changed some counts.

All we are asking for is your help in resolving these questions.

The contract to which you referred also included a plant warranty which states, " any plant material which may die during the warranty period shall be replaced by the same number, size and species of living plants according to the landscape drawings." We have an invoice that specifically delineates the exact number and species of plants that we purchased and you were to install and maintain.

Based on our most current inventory or "count", there are 3,655 less plants in place today, than you invoiced and we paid for. It matters not if they were installed and then died or if they were never installed in the first place, DesignScapes as the vendor and warranty provider, is responsible for their replacement.

Thanks in advance

Dave
[Quoted text hidden]
--
[Quoted text hidden]



David Szymanski <dszymanski@gulfbreezefl.gov>

Common Ground

1 message

David Szymanski <dszymanski@gulfbreezefl.gov>

Fri, Aug 24, 2012 at 10:12 AM

To: Curtis Holder <cholder@designscapesfwb.com>

Cc: Ron Pulley <rpulley@gulfbreezefl.gov>, Edwin Eddy <eaeddy@gulfbreezefl.gov>

Curtis,

It was not our intention to insult you. Our only intent was to let you know that we are not happy with the project in it's current condition. Please, contact me at your earliest convenience to work out a mutually acceptable solution. Also, please confirm if it is still your intent to immediately discontinue all landscape maintenance activities. This will enable us to make alternate arrangements. Thanks

Dave

--

David J. Szymanski, PHR

Assistant City Manager

City of Gulf Breeze

(850) 934-5106 (Work)

(850) 232-9723 (Cell)

dszymanski@gulfbreezefl.gov

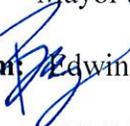
**City of Gulf Breeze**



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/4/2012

Subject: Declaration of Surplus Equipment

Attached are two memos which recommend that certain equipment be declared surplus. The Dodge Truck would be sold on egovdeals and the mower would be given to the Florida Department of Corrections. We thought the Council might take both actions with one motion.

RECOMMENDATION:

THAT THE CITY COUNCIL DECLARE A 1998 DODGE TRUCK AND A 72” ZERO TURN MOWER SURPLUS TO BE DISPOSED OF AS DESCRIBED.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: September 24, 2012

RE: Surplus 1998 Dodge Truck
Vin# 367KC26Z1WM251360

The above-listed truck is in need of being declared surplus and subsequently auctioned.

The truck is a 1998 Dodge 2500 with 187,500 miles and is in poor condition.

Recommendation: City Council declare the 1998 Dodge 2500 truck, vin# 367KC26Z1WM251360, surplus and authorize the unit to be sold.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

A handwritten signature in blue ink, appearing to read "Ron Pulley", is written over the "FROM:" line.

SUBJECT: Surplus Mower

DATE: October 4, 2012

The Parks & Recreation Department currently has a 72" zero turn mower, which we can no longer utilize due to its condition. The repairs that would be necessary to make the mower serviceable exceed the value of the unit. This mower has been out of service since 2011. Therefore, we wish to declare it surplus and dispose of it.

The Department of Corrections has expressed a desire to have this mower, to be used as an inmate project.

RECOMMENDATION: That Council declare this 72" zero turn mower surplus and authorize it's donation to the Department of Corrections.



City of Gulf Breeze

TO: Edwin A, Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: October 4, 2012
SUBJECT: Inmate Work Crew Contract

Inmate work crews from the Century Correctional Institution have been assigned to the City for the past sixteen years. Recent budget cut backs at the state level have put this valuable program at risk. As a result, the City has agreed in the past two contracts to pay the cost of the officer for a total amount of \$58,004. The work crews provide labor for tasks such as right-of-way maintenance, mowing, litter clean up, tree trimming and minor construction (the estimated value of the services provided to the City by the inmate crew far exceeds the cost). Last December 24, 2011, the City of Gulf Breeze entered into a contract with the Florida Department of Corrections to pay for providing those services.

Staff has received correspondence from the Florida Department of Corrections concerning a new contract, #WS791. This contract will replace the current contract, #WS636 when it expires on December 23, 2012. The terms and conditions and cost are the same as last year's contract. The cost of \$58,004 is included in the FY2013 budget.

RECOMMENDATION: That the City Council approve the new contract for inmate crews with the Florida Department of Corrections for the next year at \$58,004 and authorize the Mayor to sign the contract.

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF GULF BREEZE

This Contract is between the Florida Department of Corrections ("Department") and City of Gulf Breeze ("Agency") which are the parties hereto.

WITNESSETH

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS City of Gulf Breeze is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

I. CONTRACT TERM/RENEWAL

This Contract shall begin on December 24, 2012 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year(s) from the last date of signature by all parties or December 23, 2013, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section IV., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section V., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20th day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20th day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections
Bureau of Finance and Accounting
Attn: Professional Accountant Supervisor
Centerville Station
Call Box 13600
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

David J. Szymanski, PHR
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Telephone: (850) 934-5106
Fax: (850) 934-5114
Email: dszymanski@gulf-breeze.fl.us

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden
Century Correctional Institution
400 Tedder Road
Century, Florida 32535
Telephone: (850) 256-2600

B. Department's Contract Administrator

The Chief, Bureau of Contract Management and Monitoring is designated Contract Administrator for the Department and is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Contract Administrator for this Contract is:

Chief, Bureau of Contract Management and Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3961
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

David J. Szymanski, PHR
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Telephone: (850) 934-5106

D. Changes to Designees

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 representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department shall be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency for any advance payments, prorated as of the last day worked.

VII. **CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF GULF BREEZE

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED BY: _____
NAME: **Kenneth S. Tucker**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED BY: 
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: 9/6/12

Addendum A

**Inmate Work Squad Detail of Costs for City of DeFuniak Springs
Interagency Contract Number WS790 Effective December 24, 2012**

*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1		\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 399.00	\$ 399.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 1,642.00	\$ 1,642.00
Technology Fee			\$ 462.00	\$ 462.00
TOTAL - To Be Billed By Contract To Agency			\$ 58,896.00	\$ 57,254.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

Addendum A
Inmate Work Squad Detail of Costs for City of DeFuniak Springs
Interagency Contract Number WS790 Effective December 24, 2012

Total Cost	Bill To Agency	Provided By Agency	Already Exists
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Per Unit Cost	Number of Units
<input checked="" type="checkbox"/>	1

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:
 Hand Held Radio MACOM \$4833.00
 Vehicle Mounted Radio MACOM \$5119.00
TOTAL Operating Capital To Be Advanced By Agency

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:
 1. Operating Capital - from Section IV.
 2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:
 1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
 2. Other Related Expenses and Security Supplies - from Section II.
 3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$57,254.00
\$750.00
\$58,004.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

\$58,004.00

VIII. OVERTIME COSTS:
 If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of DeFuniak Springs
Interagency Contract Number WS790 Effective December 24, 2012

Section I.

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

Section II.

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

Section III.

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV.

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V.

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI.

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII.

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII.

Any agreement in this area will be billed separately as charges are incurred.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: October 5, 2012
RE: Navarre Traffic Calming Study

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

The City Council authorized Kenneth Horne & Associates to conduct a traffic calming study for Navarre Street. The attached report provides the options that could be installed and a recommendation for further data for confirmation. Upon providing the additional traffic count data, the consultant has found that while the traffic counts are not substantial to indicate a problem, the 85th percentile is just over the threshold to suggest further action be taken.

During the consultants research and the staff's own investigations, the recommendation is that the stakeholders be allowed to give input on what level of action should be taken. The consultant has recommended that a workshop be conducted, to present the data to the public, as well as the options that are considered viable in this particular area.

Staff recommends that the public meeting be held, options discussed, and a survey collected on the preferred alternative. We recommend that the meeting be held November 15, 2012 at 6:30 PM. We will advertise the meeting on the website and in the Gulf Breeze news.

RECOMMENDATION: The City Council authorize staff to advertise and conduct a public meeting to gather citizen input for traffic calming on Navarre

“NAVARRE STREET”

Traffic Calming Alternatives

PREPARED FOR:
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

PREPARED BY:



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

7201 North 9th Avenue, Suite 6
Pensacola, FL 32504
850-471-9005
ken@kh-a.com

KH&A Project Number: 2012-36

Date: August 31, 2012

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EXHIBITS A through E

Section 1 - INTRODUCTION

1-1 PURPOSE

This report presents an overview of traffic calming alternatives for potential utilization along the Navarre Street Corridor in the City of Gulf Breeze, Florida. In response to requests from residents along Navarre Street, the City has elected to investigate alternatives for reducing average speeds of motorists using this route.

Navarre Street serves as one of two north-south connectors between Fairpoint Drive and Shoreline Drive within the residential section of Gulf Breeze. It functions in the capacity of a minor collector roadway.

1-2 DEFINITION

The Institute of Transportation Engineers (ITE) has defined traffic calming as: "...the combination of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior and improve conditions for non-motorized street users".¹ Traffic calming should not be confused with traffic control devices such as STOP signs and SPEED LIMIT signs. In contrast to these regulatory devices, traffic calming measures are intended to be self enforcing.

Section 2 - TRAFFIC CALMING MEASURES

2 TYPICAL MEASURES

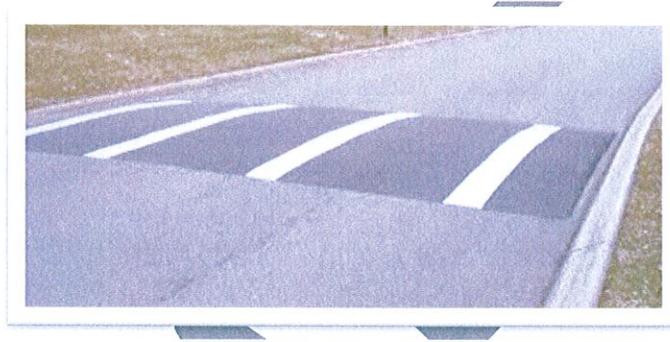
Traffic calming measures fall into two primary categories: speed control measures and volume control measures. For the Navarre Street situation, volume control measures will not be considered as there is no known desire to push traffic volume from Navarre, thereby increasing traffic on neighboring streets.

Speed control measures include vertical measures such as *speed humps, speed lumps, speed tables, raised crosswalks, and raised intersections* along with horizontal measures such as *lane narrowing, mini traffic circles, roundabouts, lateral shifts, chicanes, neckdowns, chokers, and center island narrowings*.

2-1 VERTICAL MEASURES

2-1.1 Speed Humps

Speed humps are the only traffic calming measure sanctioned by the ITE. The typical speed hump is 12 to 14 feet in the direction of travel and 3 inches high. The height may be raised or lowered depending upon the degree of speed reduction desired.



TYPICAL SPEED HUMP

Advantages of speed humps include their relatively small cost and their effectiveness at speed reduction. ITE estimates that they reduce overall speeds approximately 22%.²

Disadvantages of speed humps include: the slowing of emergency vehicles, possible problems for those with skeletal disabilities or victims being transported by emergency vehicles, potential noise, overall rough ride, and questionable aesthetics.

2-1.2 Speed Lumps

Speed lumps are similar to speed humps with the exception that cut-outs are provided to allow large vehicles such as fire trucks and buses to pass with minimal slowing or rocking. This is accomplished by providing openings spaced in accordance with the stance of the larger vehicles that are too wide for the average passenger vehicle to traverse without encountering the vertical obstruction. This modified design mitigates the disadvantage of hindrance of emergency vehicles while maintaining speed reduction of approximately 20%.²



TYPICAL SPEED LUMP

2-1.3 Speed Tables

Speed tables are flat-topped speed humps. The flat portion or “table” is typically long enough for the entire wheel base of a passenger car to rest on top. The added length and extended flat top sections offer smoother crossings than speed humps.



TYPICAL SPEED TABLE

While they mitigate some of the primary disadvantages of the speed hump, (specifically the rough ride and hindrance to emergency vehicles), they are not quite as effective at speed reduction. Speed Tables are estimated to reduce speed by 20%. Given this modest reduction in effectiveness relative to speed humps and the benefit of easier crossings for large and

emergency vehicles, it is the writer’s opinion that these are a superior alternative to speed humps.

2-1.4 Raised Intersections

Raised Intersections are speed tables that cover entire intersections. It is the writer’s opinion that these are more appropriate for consideration in urban environments than in the suburban, non-curbed condition present on Navarre Street.

2-1.5 Raised Crosswalks

Raised crosswalks are speed tables designed and marked to incorporate pedestrian crossings. There are no known dedicated pedestrian routes with sidewalks crossing Navarre Street. Therefore, speed tables with crosswalks are not believed to be applicable in this instance.



SPEED TABLE WITH PED CROSS-WALK

2-2 HORIZONTAL MEASURES

2-2.1 Lane Narrowing

Lane narrowing may be accomplished by installation of curbs to restrict lane widths, center island widening, chokers, chicanes, or “perceived widening” by installation of striping systems to give the illusion of narrower lanes.

2-2.1.A *Curbs to Restrict Lane Width*

Narrowing the driving lanes to the minimum allowed by current design standards could serve to achieve slower speeds. The minimum width for a minor collector is 10'³. This would allow narrowing of Navarre Street from 12 foot lanes to 10 foot lanes.

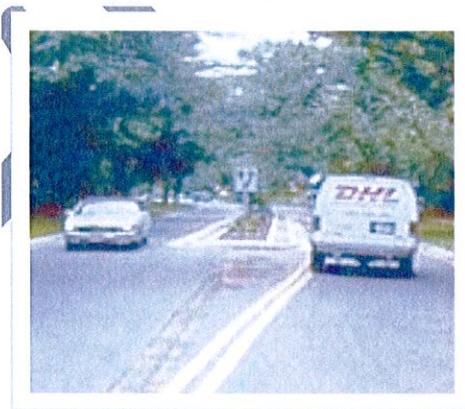
The writer was unable to locate statistically significant and reliable data to support an objective estimation of the effectiveness of this methodology. Significant disadvantages of this alternative include high capital cost and inhibition of existing drainage patterns caused by the curb work necessary to accomplish the continuous narrowing.

2-2.1.B *Perceived Lane Narrowing*

Use of double yellow centerline striping coupled with white edge lines to limit the perceived lane width to 10' can also serve to achieve slower speeds by creating a sense of confinement for the driver. Again, the writer was unable to locate statistically significant and reliable data to support an objective estimation of the effectiveness of this methodology. The method, however, could be employed with relatively low capital cost and does not impact the use of the facility by emergency responders and large vehicles.

2-2.1.C *Center Island Narrowing*

Center island narrowing consists of raised islands located along the centerline to narrow the street at a specific location. Straddling the centerline, they alter the travel path necessitating slower speeds. They have been found to decrease speeds by approximately 7%².



CENTER ISLAND NARROWING

Advantages of center island narrowing include: they are reasonable in cost with capital costs ranging from \$10,000 - \$15,000 per installation and can have positive aesthetic value if designed with appropriate landscaping.

Disadvantages include: they are somewhat less effective than vertical measures in slowing of traffic and can have ongoing maintenance cost if aesthetically pleasing landscapes are incorporated into the design.

2-2.2 Mini Traffic Circles and Roundabouts

Traffic circles are raised or curbed islands, placed in intersections. They are estimated to reduce speed by approximately 11%². They offer the advantage of calming two streets at once and if designed with appropriate landscaping, can have positive aesthetic value.



TRAFFIC CIRCLE

The primary disadvantages include unintended delay to fire trucks and emergency responders, difficulty for large vehicles (i.e. tractor trailers, moving vans, etc.), right-of-way requirements, and on-going maintenance costs for center island landscaping.

2-2.3 Lateral Shifts

Lateral shifts are realignments on otherwise straight streets that cause travel lanes to bend one way and then the other. Given the limited right-of-way and the substantial capital cost of

roadway reconstruction to accomplish meaningful lateral shift, this method will not be considered for application on Navarre Street.

2-2.4 Chicanes

Chicanes are curb extensions or edge islands that alternate from one side to side of the street to the other to form s-shaped curves. They discourage high speeds by forcing horizontal deflection and are relatively easy to maneuver for large vehicles. They could pose higher risk from inattentive drivers than some of the other alternatives discussed herein.

Section 3 - WARRANTS/GUIDELINES

3 General

For every benefit of the traffic calming measures discussed above, there is an associated cost. For the benefits gained in speed reduction, there are costs associated with driver discomfort, slowing emergency responders, large vehicle maneuverability, aesthetics, capital costs, and maintenance costs. Therefore, where used, traffic calming measures should be employed judiciously.

The national trend has been away from specific warrants, or “specific minimum requirements that must be met before a given measure is employed”, to a system of guidelines. Guideline criteria allow a more qualitative as opposed to strictly numbers based objective approach.

3-1 Sample Guidelines

While guidelines vary from entity to entity, they generally follow the pattern provided below.

- Citizens desiring installation of traffic calming measures should contact the City communicating the request.
- In order to be considered, the street must be classified as a local road or minor collector. Due to limitations on overall capacity, traffic calming measures are generally not employed on major collectors or arterials.
- The average weekday volume (AAWT) should be high enough to justify the expenditure. For example, the City of Charlotte considers only streets with AAWT of 1,000 vehicles per day (VPD).

- The 85% percentile speed should be at least five miles over the posted speed limit. Some local governments have elected to waive this requirement along with the minimum volume requirement based upon the premise that if sufficient public support exists for the measures, the problem with excessive speed must be severe enough to justify action.
- The streets current speed limit should be posted at no more than 30 mph for a local collector.
- The grade must be less than or equal to 8%.
- The street should not be a primary emergency response route.
- Neighborhood support must be substantial with at least 2/3 to 3/4 of affected citizens in favor of employment of the selected calming measures.

Section 4 - SPECIFIC ALTERNATIVES CONSIDERED

4 Background

The City has elected to evaluate traffic calming need and potential alternatives in response to a request from citizens residing along the street. As mentioned above, the street serves as one of two north south local collectors between Fairpoint Drive and Shoreline Drive. It is currently posted with a speed limit of 25 mph. It is approximately 3,100 linear feet from Shoreline Drive to Fairpoint Drive along Navarre Street.

4-1 Do Nothing

Prior to implementation of any traffic calming plan, it is recommended that the opinion of the affected citizens be polled for consideration. All residents along Navarre Street between Shoreline Drive and Fairpoint Drive should be considered stakeholders in the decision along with residents along South Sunset. Sunset residents should also be included as there is potential for small increases of traffic on South Sunset by diversion of motorists choosing to avoid any calming measures employed on Navarre Street.

Prior to the stakeholder meeting, a spot speed study should be completed to objectively determine the percentage of vehicles exceeding the posted speed and the dispersion of speeds, and the overall traffic count.

The City should proceed with installation of traffic calming measures only if 2/3 to 3/4 (this threshold should be determined prior to the stakeholders meeting) of the stakeholders desire the installation of traffic calming measures. If the support of the stakeholders is less than the predetermined threshold, the “do nothing” alternative should be selected.

4-2 Traffic Circle at Navarre and Norwich

Exhibits A and B depict a conceptual layout and sketches for a traffic circle at Navarre & Norwich. Note that implementation of this measure would require correction of the misalignment that exists on Norwich east and west of Navarre Street. It is also likely that right-of-acquisition would be required.

As the area of influence of the calming measure is limited, it can be assumed that the installation of the traffic circle at Navarre and Norwich will have to be supplemented with other measures along the route. The spacing for these measures Exhibit A includes speed tables placed along the route to supplement the traffic circle.

Overall speed reduction for this alternative is estimated to be in the range of 10% to 20%.

4-3 Speed Tables

Exhibits C and D depict a conceptual layout and sketches for installation of speed tables. Overall speed reduction for this alternative is estimated in the range of 12% to 20%. Note that speed tables are recommended over speed humps as they have been found to be relatively gentle on emergency vehicles and therefore, offer a reasonable compromise over the somewhat more effective speed humps.

4-4 Narrowing by Installation of Center Island with Combination Speed Table and Decreased Lane Width

Exhibit E provides a conceptual layout for the installation of this combined measure. Overall speed reduction for this alternative is estimated in the range of 14% to 22%.

4-5 Perceived Lane Narrowing

This alternative consists of installation of double yellow centerline striping with single white edge line striping to create lanes of 10' to 11' width. Although no objective studies were found providing a solid basis for estimates of speed reductions for this measure, the writer has

estimated that speed reductions in the range of 4% to 6% might be achieved as a stand-alone measure or 2% to 3% additional reductions when employed with other measures.

Section 5 - RECOMMENDATIONS

It is the writer's recommendation that a spot speed study should be conducted to document the frequency and magnitude of speeding vehicles. After completion of this study, a public meeting should be scheduled allowing stakeholders the opportunity for input in the process. After review of the spot speed data and accumulation of stakeholder input, final recommendations will be provided as to the measures that appear most suitable for application.

REFERENCES

1. Reid Ewing, "Traffic Calming, State of the Practice," Institute of Transportation Engineers, August 1999.
2. Kraft, Homberger, Pline, "Traffic Engineering Handbook," Sixth Edition, 2010
3. "A Policy on Geometric Design of Highways and Streets" 6th Edition, 2011

TRAFFIC CALMING ALTERNATIVES
FOR

NAVARRE STREET

SEPTEMBER 2012

COMMUNITY REDEVELOPMENT AGENCY

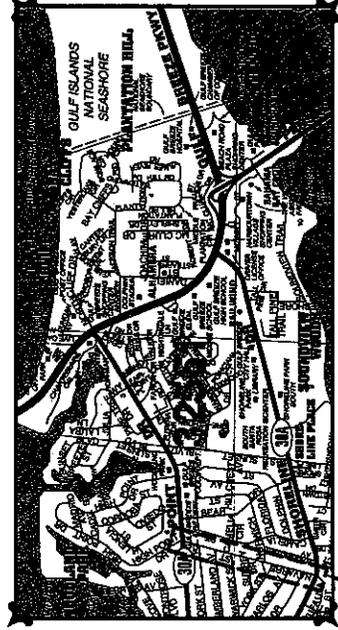
City of Gulf Breeze



PREPARED BY:
KH&A Kenneth Home & Associates, Inc.
CIVIL ENGINEERS
PO BOX 14888 JACKSONVILLE, FLORIDA 32214
7201 N.W. 57th AVENUE, SUITE 200 PENSACOLA, FLORIDA 32504
(850) 471-8005 Telefax (850) 471-0553
FL. CONTRACTOR OF ARCHITECTURE NO. 2225



MAYOR: BEVERLY ZIMMERN
CITY COUNCIL:
SEAT A: BOB CLEVELAND
SEAT B: JOSEPH HENDERSON
SEAT C: J.B. SCHLUTER
SEAT D: DAVID G. LANDFAIR
CITY STAFF:
CITY MANAGER: EDWIN "BUZ" EDDY
CITY CLERK: MARITA RHODES
CITY ATTORNEY: MATT DAMMHEISSER

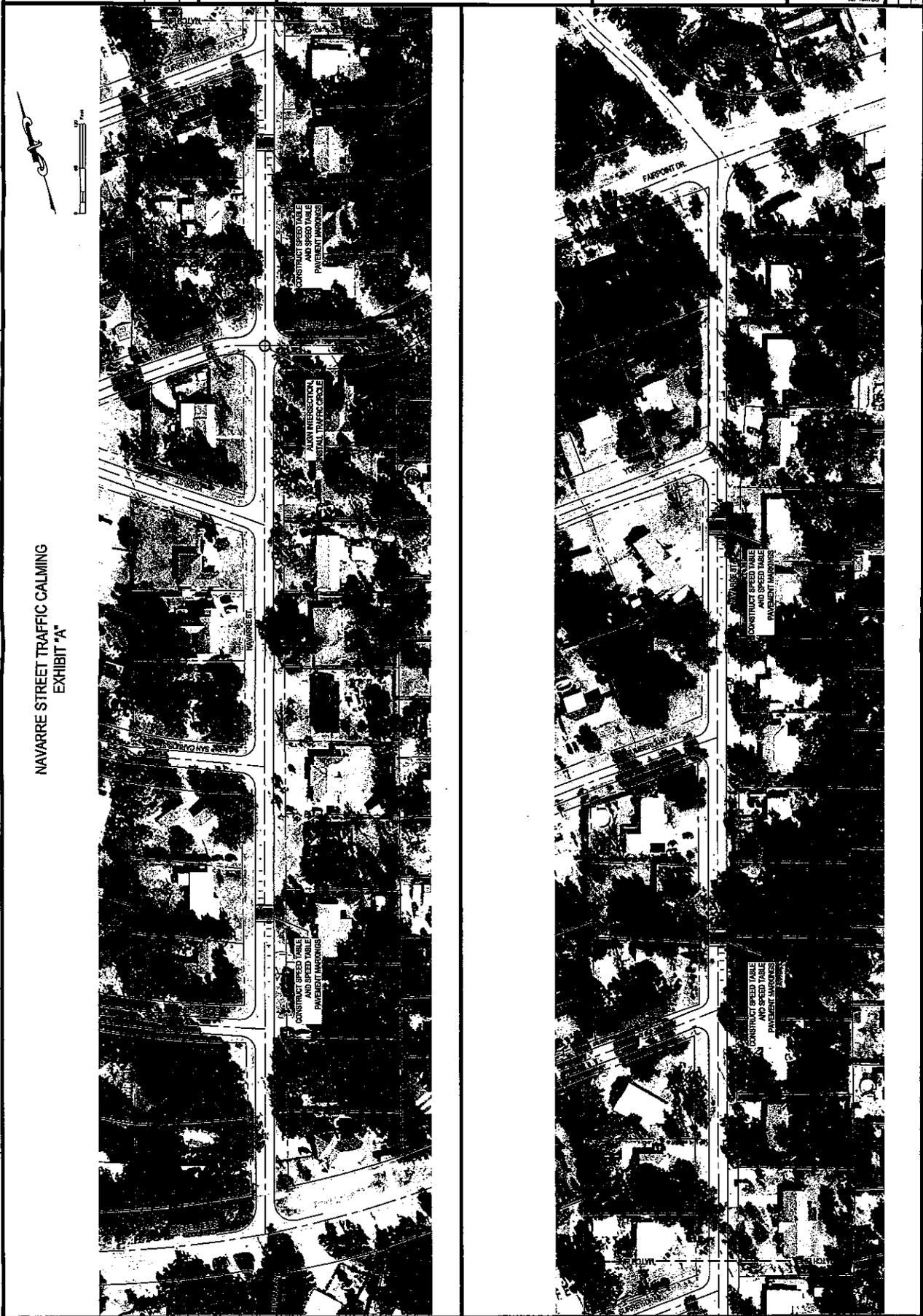


SHEET INDEX	COVER SHEET
C001	COVER SHEET
C101	EXHIBIT "A"
C102	EXHIBIT "B"
C103	EXHIBIT "C"
C104	EXHIBIT "D"
C105	EXHIBIT "E"

PROJECT LOCATION

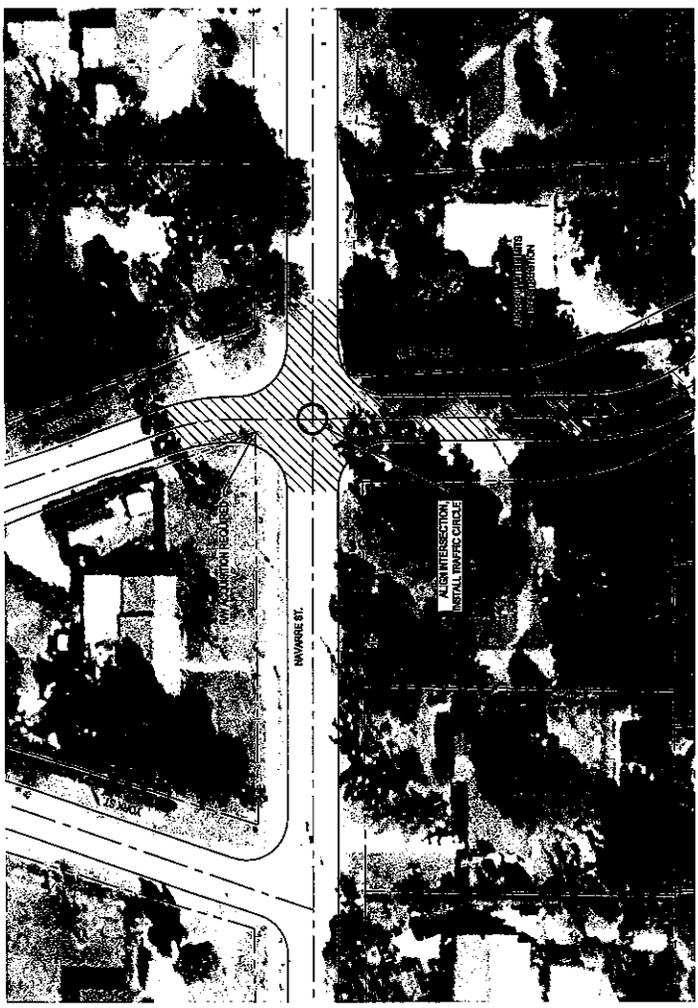
VICINITY MAP
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DATE: 11-28	PROJECT NO: 11-28	SHEET: 2 OF 6
FOR CONSTRUCTION		
SCALE: AS SHOWN		
DATE:		
CHECKED BY:		
DRAWN BY:		
NAVARRA STREET TRAFFIC CALMING EXHIBIT "A" FLORIDA		
 Kenneth Home & Associates, Inc. CIVIL ENGINEERS PO BOX 10669, PENSACOLA, FLORIDA 32504 7201 N. 8TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504 (850) 471-8005 info@kh-a.com FAX (850) 471-0893 FL. CERTIFICATE OF AUTHORIZATION NO. 2028		
KENNETH C. HORNE T.L. PE 42148 THIS DRAWING IS THE PROPERTY OF KENNETH HOME & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF KENNETH HOME & ASSOCIATES, INC.		



DATE: _____	PROJECT NO.: _____	DATE: _____	PROJECT NO.: _____
FOR CONSTRUCTION	SCALE: AS SHOWN	DRAWN BY: _____	CHECKED BY: _____
NAVARRE STREET TRAFFIC CALMING EXHIBIT "B"		GULF BREEZE FLORIDA	
KH&A Kenneth Home & Associates, Inc. CIVIL ENGINEERS PO BOX 10569, PENSACOLA, FLORIDA 32524 7201 N. 8TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504 (850) 471-8005 kh@kh-a.com FAX (850) 471-0093 P.L. CERTIFICATE OF AUTHORIZATION NO. 8228 KENNETH C. WISSE FL. P.E. 40149			
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NO. _____	DATE _____	REVISIONS _____	NO. _____

NAVARRE STREET TRAFFIC CALMING EXHIBIT "B"



A B C D E F G H



NAVARRE STREET TRAFFIC CALMING
EXHIBIT "C"

DATE	08/23/12
PROJECT NO.	12-36-C103
DESIGNED BY	
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DATE	
FOR CONSTRUCTION	
BY DATE	

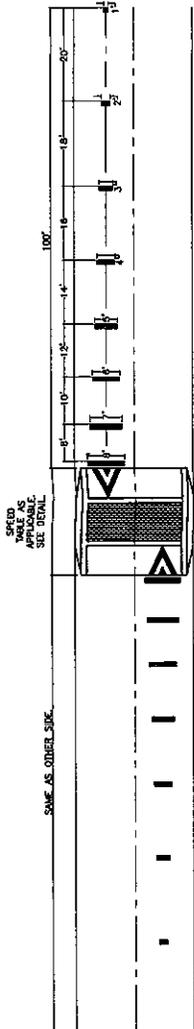
NAVARRE STREET
TRAFFIC CALMING
EXHIBIT "C"
FLORIDA

KH&A
Kenneth Home & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10889, PENSACOLA, FLORIDA 32524
7201 N. 97th AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 info@kh-a.com FAX (850) 471-0093
P.L. CERTIFICATE OF AUTHORIZATION NO. 8288

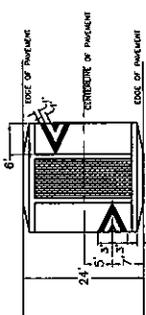
NO.	DATE	REVISIONS

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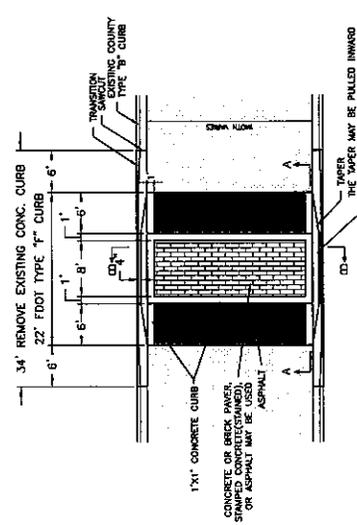
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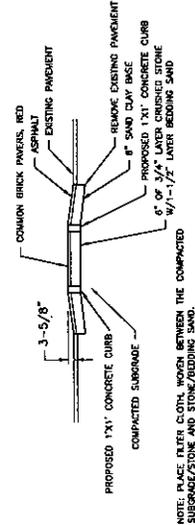
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NOTE: ALL PAVEMENT MARKINGS TO BE WHITE
N.T.S.



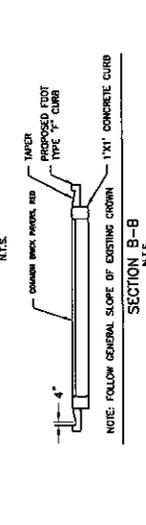
TYPICAL PAVEMENT MARKINGS FOR SPEED TABLES
AS PER MUTCD SECTION 6C.04



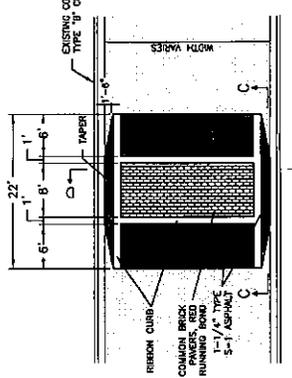
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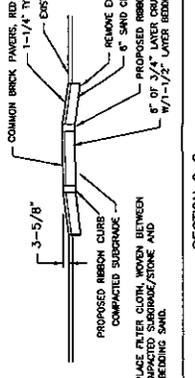
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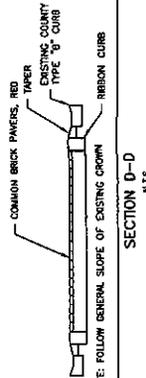
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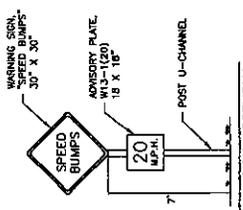
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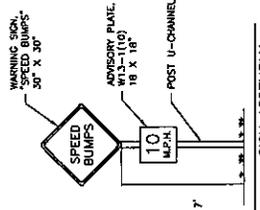
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SECTION D-D
N.T.S.



SIGN ASSEMBLY
N.T.S.



SIGN ASSEMBLY
N.T.S.

		PO BOX 10668, FLORIDA 32524 7201 N. 87th AVENUE, SUITE 9, PENSACOLA, FLORIDA 32504 (950) 471-9005 info@kha.com FAX (950) 471-0083 FL. CERTIFICATE OF AUTHORIZATION NO. 2888	
REVISIONS NO. DATE		PROJECT NO. 12-28 SHEET: C-104 OF 6	
THIS DRAWING IS THE PROPERTY OF KENNETH HOME & ASSOCIATES, INC. AND IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.		NAVARE STREET TRAFFIC CALMING EXHIBIT "D" GULF BREEZE FLORIDA	

A B C D E F G H

1 2 3 4 5 6



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: October 4, 2012
RE: Third Party Reviewer - Energy Savings Program

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

The City Council approved Energy Services Group (ESG) through a request for qualifications process as the City's energy savings contractor (ESCO). ESG has conducted an audit the City's systems to develop a cost saving improvement program. The projects must save or generate enough money to cover the cost of the projects. ESG will guarantee the minimum savings per year. Several items were discovered, with the major improvement being replacing water and gas meters with a fixed based radio system.

The project will convert all existing meters to the FlexNet system, which takes hourly readings, and transmits them to the main office every four hours. This data can be stored as long as we would like. Instantaneous reads can also be taken. All of the billing meter reading will be done from the office, with the exception of the 2,500 Midway Water Meters that are read for sewer only billing. These meters would continue to be read with our current drive by radio system.

The total cost of this portion of the grant will be approximately \$3 million divided among three utility funds. SSRUS would responsible for about \$1.3 million of that amount. The City Council will be discussing the overall projects and the methods of financing. At this point, staff prefers financing from the general fund or GBFS, with the utilities budgeting accelerated payments over two to three years.

The benefits to the customer include quicker billing, faster leak detection, and flexibility in selecting dates. Benefits to the utility include less cost for meter reading, more accurate reading, less billing disputes, and greater ease in generating bills.

In order to accept the audit and complete the contract with ESG, the City Attorney and staff recommend the City hire a third party consultant to review the audit, help construct the contract, review the savings measurements and review the future annual audits. The person most recommended during the City Attorney's investigation is Donahue & Associates. Attached is the scope and fee proposal not to exceed \$25,000 from Donahue & Associates.

Once the details are reviewed and the contract drafted, staff will present the contract for approval. At that time ESG will also provide a presentation to the City Council.

RECOMMENDATION: City Council authorize the Donahue & Associates to assist the City with the energy savings program as outlined in the Scope of Work.

DONAHUE & ASSOCIATES, INC.
2553 East Paulstan Court
Sarasota, FL 34237
Business: 941.955.9109
Fax: 941.364.8859
Email: Donassoc@aol.com

To: Thomas Lambert

From: Patti Donahue and Dave Birr

Re: Scope of Services and Fee for the City of Gulf Breeze, Florida Guaranteed Energy Savings Performance Contracting Project with Energy Systems Group

Date: September 26, 2012

Statement of Work for City of Gulf Breeze, Florida

The following is a list of services and associated fees that can be provided to the City of Gulf Breeze, Florida (the City) to provide technical review services for the City's Guaranteed Energy Savings Performance Contract. It is anticipated that no more than 200 hours would be necessary to accomplish the following tasks. Services fees are billed at \$125.00 per hour not to exceed \$25,000.00.

- a. Review the investment-grade energy audit prepared by ESG and the recommended energy conservation measures (ECMs), estimated costs and savings. Prepare written questions to ESG related to its technical analysis and supporting data. Participate in conference calls with City and ESG regarding audit and recommended ECMs. Make recommendations to the City regarding the proposed ECMs.
- b. Review methods for estimation of annual energy savings, including variable loads, hours of operation, etc. Review any issues related to metering and billing data quality and adequacy of data logger data. Review the pre-installation baselines. Review proposed final utility baselines and adjustment methodologies. Advise City as to the reasonableness of ESG's baseline data.
- c. Review the equations, calculations and analysis procedures that determine the baseline consumption and post installation consumption, including any inflation factors used for utility pricing structure. Review plans to monitor installed equipment to ensure that it is performing as intended and is generating intended savings. Advise City as to the reasonableness of the economic valuation of savings and the adequacy of the equipment monitoring plan.
- d. Review the Measurement and Verification (M&V) plan for each ECM to determine if the appropriate M&V option has been selected in accordance with the 2012 version of the International Performance measurement and Verification Protocol (IPMVP). Review details of any M&V plan. Evaluate the economic reasonableness of stipulated savings. Review savings accounting software and reporting formats. Advise City as to the reasonableness of ESG's overall savings measurement and verification plan.
- e. Review proposed final measures and project commissioning plan. Advise the City as to the adequacy of ESG's proposed project commissioning plan and suggest modifications, if suggested. Confer with City regarding the selection of final ECMs to be installed.
- f. Review proposed technical training and project O&M services. Advise City as to the reasonableness of ESG's proposed training and O&M services. Suggest alternatives, if applicable.
- g. Review and advise City as to proposed final project costs and cash flow analysis.
- h. Provide review and consultant with City Attorney during the construction of the of the energy performance contract. The contract will be based upon the Florida Department of Financial Services model contract for Guaranteed Energy, Water & Wastewater Performance Savings.
- i. Provide general consultation via email, telephone conference, EPC resource materials, briefing memos, etc., as requested.

Memo

To: Edwin Eddy, City Manager
From: Anne Marie DeMatteo, Steve Milford
Date: September 27, 2012
Re: Requested approval to commence payroll outsourcing process



In late March, we began to research the prospect of outsourcing payroll. A review of the existing 'state of the art' methods, tools, communications venues, and typical capabilities of current payroll systems far exceeded the capabilities available to us in our legacy software.

Anne Marie researched different payroll outsourcing companies, and when the utility, municipal and financial software RFP was submitted, the respondents were requested to separately quote their payroll applications as an additive of the basic software services.

The quotes provided from the three outsource companies who responded to our inquiry are:

Company	Quoted Cost on Annual Basis
Paychex **	\$8,837.38
ADP *	\$15,919.90
All American Employer Services *	\$20,254.00

* Includes supplies costs for W-2s etc. – annual contract required.
** Includes supplies costs for W-2s etc. – no annual contract required.

The shortlisted software companies additive quotes were as follows (excludes any required hardware or supplies costs) :

Company	Annual Cost
BS&A	\$9,746.10
Tyler	\$10,094.10
OneSolution /Sungard	\$27,925.40
Edmunds	\$28,633.10

Anne Marie and I have reviewed the services and report offerings available, and we believe the department directors and employees will be well served with Paychex services. Upon approval, we would expect to transition to Paychex within 120 days.

RECOMMENDATION:

Approval of engagement of Paychex to provide payroll services.

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: October 4, 2012
Re: Suggested service requirements for Solid Waste Franchise bid



Earlier this year the Council indicated that the City's franchise for solid waste services should be put out for bid. In the process of preparing bid documents, the City has the opportunity to adjust requested services and specifications to remedy or improve solid waste services and administration.

Residential –

Current service: weekly garbage and yard waste collection; recycling collection every other week.

Options: side yard collection, second garbage cart, senior & disabled discounts.

Administration: bid service cost is paid to franchisee; City pays for disposal directly and collects solid waste fees with utility bills. Subject to annual CPI adjustment only.

Recommended adjustments: none to basic services.

Requested Additive Alternative: monthly collection of non-yard waste (furniture, C&D [construction & demolition waste], electronics, etc). (Council will decide whether or not to include this service in residential costs).

Commercial –

Current service: "as scheduled" frequency of collection from daily to weekly with containers ranging from 96 gallon Karts to 40 yard roll-off containers. Recycling also offered. [Temporary C&D service excluded from franchise.] Franchise requires daylight servicing.

Options: change service as needed, container relocation.

Administration: city rebills franchisee services adding estimated disposal costs and an administration fee. City pays County directly for disposal. Subject to annual CPI adjustment only.

Recommended adjustments: Non-kart commercial accounts would be billed and collected directly by franchisee.

Benefits to non-Kart accounts: commercial customers immediately save the City's admin fee.

Franchisee can improve route productivity.

Probably more aggressive (lower) pricing for disposal estimates; franchisee charges for and pays for disposal fees.

Service changes would not require City as middleman.

Commercial customers alleviated from City deposits and payment terms.

Additive Alternative: Franchisee requested to offer weighed collection (service plus actual disposal weight subject to maximum per container size) if equipment (scales on loading arms) available.

Recommendation:

That the City Council endorse the above described basis of service with the suggested recommended adjustments and additive alternatives as the basis for soliciting bids for a new solid waste franchise contract.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/20/2012

Subject: Policy for Filling Mid Term Vacancies on City Council

Subsequent to Councilman Morris's departure from the City Council, the Council wrestled with an appointment to fill the vacancy. It has been suggested that the Council consider a "policy" to improve the process.

Councilman Landfair, City Attorney Dannheisser and I met to discuss this matter. We developed the following suggestions:

1. Any Council member contemplating resignation should advise the City Manager as soon as possible. Sixty (60) days notice would be preferred.
2. The Mayor and Council would develop a list of names for review. Each suggested candidate would be considered a viable candidate by at least one member of the Council.
3. The Mayor would review the names and make a recommendation to the Council.
4. The "endorsement" or approval of the Mayor's recommendation would be a matter of "advise and consent" by the Council with deference given to the Mayor's recommendation.

RECOMMENDATION:

THAT THE CONCEPTS LISTED ABOVE BE DEVELOPED INTO A POLICY FOR FILLING VACANCIES ON THE CITY COUNCIL.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/5/2012

Subject: **Boats, Trailers, Recreational Vehicles**

The issues associated with storage of boats, utility trailers and recreational vehicles on private property are complicated at best. One person's private property right is another person's threat to health, safety and welfare. Some cities have enacted rules that establish sections of the front yard in which storage of boats, etc., is prohibited. Other cities have rules which allow storage of trailers, RVs, etc., if the owner has created a parking pad for vehicle storage.

In 2010, the City worked extensively on this issue. The result was an ordinance which prohibits storage of a vehicle, trailer, RV or boat on public or private right-of-way.

Among the issues frequently raised when it comes to trailer storage in a front yard are aesthetics and property maintenance. If there is a trailer in the yard, maintenance of the yard around and under the trailer is a problem. Trailer and vehicle storage in the front yard can also lead to collection of "oddmments" or miscellaneous items in the yard such as parts for boat repair or spare tires.

The action by the Council in 2010 to prohibit storage of vehicle and trailers in rights-of-way may need to be expanded as an interim step toward the eventual prohibition of vehicle storage in front yards.

It may be helpful for the Council to meet in a workshop on this matter on Tuesday, October 30, 2012 at 5:00 p.m. Ellie Ackley has requested this action as has Mayor Pro Tem Schluter.

RECOMMENDATION:

THAT A WORKSHOP BE HELD ON TUESDAY, OCTOBER 30TH AT 5:00 P.M. TO DISCUSS THE ISSUES OF STORING VEHICLES IN FRONT YARDS AND THAT THE EXECUTIVE SESSION NORMALLY HELD ON WEDNESDAY OCTOBER 31ST BE HELD ON TUESDAY, OCTOBER 30TH AT 6:30 P.M.

Sec. 8-56. - Exterior storage of vehicles, boats and trailers.**(a) Nonoperating vehicles, boats and trailers.**

- (1) No person who owns or is in possession of, in charge of or in control of any property shall keep or allow a nonoperating vehicle, boat, camper or any trailer designed to be pulled by a vehicle to remain in full view on such property longer than 30 days. A nonoperating vehicle is a vehicle which cannot be readily moved under its own power or which is not currently and properly licensed for operation by the state. A nonoperating boat is a boat which is not seaworthy or is not currently licensed for operation by the state. A nonoperating boat trailer, camper or other trailer is one which is not readily transportable on its own tires or is not currently licensed by the state.
- (2) No ongoing, continuous body work or repair work or similar activities to automobiles, boats, trailers and vehicles is allowed on private property longer than 30 days. Any such activities must be moved to an enclosed building, garage or be so located and fenced so as not to be visible from any public place or street.
- (3) This section shall not apply to any vehicle, boat or trailer in an enclosed building, or so located upon the premises as not to be visible from any public place or street.
- (4) This section shall not apply to any vehicle, boat or trailer on the premises of a city-licensed business enterprise operated in a nonresidential district when the keeping or maintaining of such vehicle, boat or trailer is necessary to the operation of such business enterprise, otherwise known as purposeful inventory, or to any vehicle, boat or trailer in an appropriate storage place or depository maintained in a lawful place by the city or any public agency.
- (5) No person who owns or is in possession of, in charge of or in control of any property shall keep or allow a vehicle, boat, camper or any trailer designed to be pulled by a vehicle to be parked or stored in any public or private right-of-way.
- (6) Any person who is in violation of this section shall be issued a notice of violation and shall be allowed seven calendar days for the performance of such acts which will render the property in conformity with [this] section.

(b) Storage of vehicles, boats and trailers.

- (1) Any recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle stored on any residential parcel shall be maintained in a condition or appearance free from holes, breaks, rot, crumbling, cracking, peeling, rusting or other evidence of physical decay, neglect or lack of maintenance, or loss of operating ability.
- (2) The area immediately under, adjacent to and surrounding any stored recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle shall be kept clear of any debris, trash, filth, garbage, refuse, rubbish, waste, junk, parts, castoffs, oddments, litter, leavings, ruins.
- (3) The area immediately under stored recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type vehicle shall be kept clear of any weeds, grasses or other vegetative material in excess of 12 inches in height.
- (4) No recreational vehicle, camper, bus, flatbed truck, travel trailer, equipment trailer, boat, boat trailer, commercial vehicle or similar type of vehicle shall be stored on any public or private right-of-way.

- (5) Any person who is in violation of this section shall be issued a notice of violation and shall be allowed seven calendar days for the performance of such acts which will render the property in conformity with [this] section.

(Code 1976, § 9-66; Ord. No. 01-10, § 2, 2-16-10)



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September 21, 2012

Chief Robert Randle
Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, Florida 32561

Dear Chief Randle,

Yesterday on Highway 98 East near the high school I was involved in a relatively minor traffic accident in the afternoon around 2:45 p.m. when I inadvertently ran into the back of another vehicle unfortunately creating a traffic issue for which I apologize for.

I must say that dealing with Officer Kerry Troy, who was the traffic investigator was a pleasure to deal with. Not only was he cordial, professional, and efficient, but I was impressed with the way that he and Officer Robert Taveirne quickly and efficiently handled the situation and in what seemed like no time the traffic situation had returned to normal.

It is unfortunate that we don't thank the people who do their job well and I felt compelled because of the way this was handled so well to write you a letter commending these officers.

While I live in Pace I work in Gulf Breeze every day working at Gulf Breeze Hospital and Andrews Institute and I appreciate the good work you and your officers do.

Thank you.

Sincerely,

A handwritten signature in black ink that reads "Mike Hartsfield".

Michael T. Hartsfield, M.D.

MTH/LSE/jaz