

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION AGENDA**

**AUGUST 14, 2013  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS**

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Draft Ordinance No. 05-13- Front Yard Parking
- B. Discussion and Action Regarding Mobile Data Terminal Project
- C. Discussion and Action Regarding Stormwater Phase II Projects
- D. Discussion and Action Regarding Nature Conservancy Project Submittals
- E. Discussion and Action Regarding Natural Gas Service to Shogun Restaurant
- F. Discussion and Action Regarding Residential Natural Gas Rebates
- G. Discussion and Action Regarding Signatory on City Bank Accounts
- H. Discussion and Action Regarding Acceptance of Annual Population Estimate
- I. Discussion and Action Regarding the Council Holding a Private Attorney-Client Session Confined to Settlement Negotiations or Strategy Sessions Related to Litigation Expenditures in Connection with a Lawsuit Brought Against the City by Lance Reese and Pete and Mitzi Peters.
- J. 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

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 8/8/2013

**Subject: Draft Ordinance No. 05-13 – Front Yard Parking**

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After a great deal of research and analysis, attached is our draft Ordinance for your consideration dealing with the issue of parking in front yards. The basis for this Ordinance is to regulate the random parking of boats, trailers, recreational vehicles, cars and trucks on front yards without any sort of delineated driveway.

This type of regulation is fairly typical throughout the State of Florida. Cities with varying demographic and social makeup have regulations controlling parking on front yards. In most cases, the issues cited include aesthetics, safety (line of sight limitations) and compaction of soil. These subjects have been examined in Gulf Breeze now for a few years as this Ordinance has been considered.

In summary, the draft Ordinance requires parking in front yards to be on “driveways” delineated for parking. Delineated driveways cannot exceed 40% of the front yard. Per this Ordinance as drafted, commercial vehicles cannot be parked on a street.

Certain issues contained in the draft may require further analysis and direction from Council. For example, for corner lots, any parking on a yard must be on a delineated driveway on the front yard and the side yard that forms the corner and fronts on a side street.

During a recent evaluation, we found about 90 violators exist if this Ordinance were in place.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL PLACE ORDINANCE 05-13 WITH MODIFICATIONS AS DEEMED APPROPRIATE, ON THE AGENDA FOR APPROVAL ON FIRST READING ON AUGUST 19. A PUBLIC HEARING AND SECOND READING WOULD BE SCHEDULED FOR WEDNESDAY, SEPTEMBER 4, 2013.**

ORDINANCE NO. 05-13

AN ORDINANCE OF THE CITY OF GULF BREEZE ADOPTING SECTION 18-78 OF THE CODE OF ORDINANCES OF THE CITY OF GULF BREEZE PROVIDING FOR REGULATION OF PARKING IN RESIDENTIAL DISTRICTS; ESTABLISHING GENERAL REGULATIONS APPLICABLE TO PARKING OF ALL VEHICLES IN RESIDENTIALLY ZONED DISTRICTS; ESTABLISHING ADDITIONAL REGULATIONS APPLICABLE TO COMMERCIAL VEHICLES AND RECREATIONAL VEHICLES IN RESIDENTIALLY ZONED DISTRICTS; PROVIDING FOR SPECIAL EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the importance of preserving the integrity and aesthetic quality of the residential areas of Gulf Breeze.

WHEREAS, through a series of public meetings and workshops the City Council has found that Citizens are strongly in favor of additional measures relating to parking of vehicles, including recreational and commercial vehicles, in residential areas in efforts in enhance and maintain the aesthetic appeal of the community.

WHEREAS, the City Council desires to adopt additional parking regulations contemplated herein in efforts to preserve and enhance the aesthetic quality and community standards of the residential areas of Gulf Breeze.

NOW, THEREFORE, be it ordained by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1. Section 18-78 of the Code of Ordinances of the City of Gulf Breeze, Florida, is hereby created to read as follows:

**Section 18-78. Parking of Vehicles in Residential Districts.**

(a) *Definitions.* As used in this Section, the following words, terms, and phrases shall have the following meanings and be subject to the following requirements:

*Commercial Vehicle* shall have the same meaning as set forth in Section 18-75 (a).

*Driveway* means the improved area (i) between a public street and private property intended to provide ingress and/or egress of vehicular traffic from the public street to a definite area of private property, and (ii) on private property intended to provide off-street parking and ingress and egress of vehicles. The boundaries of a driveway must be clearly delineated by using materials commonly used for construction of driveways or by clearly outlining the driveway by

means including, but not limited to, landscape features such as gravel, shells, or border features. Not more than 40% of the front yard may be so delineated as a driveway. The delineated driveway must be designed and constructed such that it can support the weight of vehicles regularly parked upon it. There shall be no more than one contiguous driveway in the front yard; provided, however, for corner lots, there may be a second driveway in the side yard of the corner lot provided that the combined area of both driveways does not exceed 40% of the combined areas of the front yard and side yard.

*Front yard* shall mean the area about a residential dwelling unit that is bordered by the street in the right-of-way that abuts the front of the lot on which the dwelling unit is located, the side boundary lines of the lot on which the dwelling unit is located, and the plane of the longest front facade of the dwelling unit that is parallel or nearly parallel to the front lot line of the property on which the dwelling unit is located.

*Lot* means a parcel of land contained within property lines of a specific area. A *corner lot* means a lot located at the intersection of two rights-of-ways and abutting such rights-of-ways on two adjacent sides of the lot.

*Park or parking* means the standing or storage of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaging in loading or unloading of merchandise or passengers.

*Rear yard* shall be the area of a residential lot that does not include the front yard and, for a corner lot, the side yard.

*Recreational vehicles* shall mean boats (including all watercraft that are designed to float including personal watercraft, kayaks, canoes, rowboats, paddle boards, wind surf boards, sailboats, catamarans, etc.), boat trailers, travel trailers, camping trailers, truck campers, motor homes, private motor coaches, utility trailers, flatbed trailers, all terrain vehicles, any vehicle designed as temporary living quarters for recreational, camping, or travel use which either has its own motive power or is mounted on or drawn by another vehicle, van conversions, park trailers, fifth-wheel trailers, and other similar type vehicles.

*Right-of-way* means land dedicated, deeded, used, to be used or may be used for a street or other purposes by the public, and shall include all of the land lying between any right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved.

*Sidewalk* means a path or area on public or private property where pedestrians walk or stand, generally parallel to the street.

*Side yard* applies only to corner lots and shall mean the area about a residential dwelling unit that is bordered by the street in the right-of-way which abuts the side of the lot on which the dwelling unit is located, the plane of the rear boundary line of the lot on which the

dwelling unit is located, the plane that is parallel to such side street that is adjacent to that point of the structure of the dwelling unit that is nearest the side street, and the front yard.

*Street* means the paved surface of any public road in a right-of-way.

*Vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn including passenger vehicles, recreational vehicles, and commercial vehicles.

(b) *General Parking Regulations Applicable to All Vehicles in Residential Districts.* In addition to other regulations set forth elsewhere in this Code, the following regulations apply to all vehicles in residentially zoned districts in the City:

(1) No vehicle shall be parked in the front yard unless the vehicle is parked on a driveway. For corner lots, no vehicle shall be parked in the front yard or side yard unless the vehicle is parked within a driveway.

(2) No vehicle shall be used for living, sleeping, or housekeeping purposes when parked on a residential lot or at any location not approved for such use. The foregoing notwithstanding, the City Council may authorize recreational vehicles to be used for living, sleeping, or housekeeping purposes after a declared natural disaster, and such authorization must be enacted by resolution of the City Council and must contain a date by which the authorization shall expire unless specifically extended by subsequent resolution. In addition, bona fide house guests of a person residing at a residential dwelling unit may temporarily reside in a recreational vehicle on the lot no more than twice in a six month period with each instance being of a duration of no more than 14 days.

(3) All vehicles permitted by this Section to be parked in the front yard (or side yard with respect to corner lots) must be maintained (i) in a condition such that the vehicle is immediately operable and can be immediately moved offsite in the manner in which such vehicle is intended to be operated (e.g. by its own power if the vehicle is motorized; drawn or towed if the vehicle is not motorized, etc.), and (ii) in a neat, clean and presentable manner with wheels and tires properly mounted, and the area beneath and about the vehicle must be kept in a neat, clean, and presentable condition with no accumulation of undergrowth, weeds, or trash.

(4) Except as specifically authorized by City Council resolution contemplated in subparagraph (2), above, no vehicle shall have temporary or permanent sewer connection.

(5) No vehicle shall be parked on a vacant lot in a residentially zoned district, including lots upon which construction is occurring; provided, however, (i) a recreational vehicle may be located on a construction site to be used as an office, work, or security trailer provided that a permit for such use has been issued by the Department of Community Services and that the recreational vehicle is not used for living, sleeping, or housekeeping purposes; and (ii) commercial vehicles may be temporarily parked on such lots where construction is actively occurring and for

which a current and valid building permit for such construction has been issued by the City and is properly displayed on the premises (unless the construction is of the nature that a building permit is not required, in which event there shall be no requirement to obtain and display such a building permit).

(6) No vehicle may block or in any manner obstruct a sidewalk or street.

(c) *Additional Regulations Applicable to Parking of Commercial Vehicles and Recreational Vehicles in Residential Districts.* In addition to other regulations set forth elsewhere in this Code, including those regulations set forth above in this Section 18-78, the following regulations shall also apply to commercial vehicles and residential vehicles in residentially zoned districts in the City:

(1) Any commercial vehicle or residential vehicle permitted by this Section to be parked in the front yard (or side yard for a corner lot) must be owned, rented, or leased by a person residing on the same lot at which such vehicle is parked; provided, however, this restriction shall not apply to recreational vehicles owned, rented, or leased by bona fide house guests of such resident temporarily residing in the recreational vehicle as contemplated in subparagraph (b)(2), above.

(2) No commercial vehicle or recreational vehicle shall be parked on a street. Commercial vehicles and recreational vehicles may be parked in the right-of-way, but not on a street, only for purposes of active loading and unloading and for no more than six hours in any 24 hour period; provided, however, no commercial vehicle or recreational vehicle may be parked in a right-of-way for any period of time between the hours of 7:00 p.m. and the following 7:00 a.m.

(3) There shall be no more than two commercial vehicles or recreational vehicles parked in the front yard (and side yard, if a corner lot). Additional commercial vehicles and recreational vehicles may be parked on a residential lot if such vehicle is parked in an enclosed garage or in the rear yard.

(4) No recreational vehicle may be used for the storage of goods, materials, or equipment other than those items considered to be part of the recreational vehicle essential for its immediate use.

(5) All recreational vehicles permitted by this Section to be parked in the front yard (or side yard, if a corner lot) shall be parked more or less perpendicular to the right-of-way.

(d) *Special Exceptions.* The City Manager or designee may grant a special exception from the provisions of this Section 18-78 upon written application and a finding that (i) literal interpretation of the provisions of this Section would work in unnecessary and undue hardship on the applicant, (ii) granting of the special exception will not cause a condition or circumstance which creates a nuisance for neighbors of the applicant or the general public, and (iii) special conditions or circumstances exist which are peculiar to applicant's land which are not the result

of actions of the applicant. Any special exception granted shall be the minimum exception needed to avoid the unnecessary and undue hardship contemplated in the preceding sentence. Before considering an application, the City Manager or designee shall make reasonable efforts to contact and obtain input from owners of property adjacent to applicant's lot. The decision of the City Manager or designee may be appealed to the City Council. The procedure for appeal shall be the same as for a level one development variance request.

**SECTION 2. Severability.** If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid, or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

**SECTION 3. Conflict.** The provisions of this Ordinance shall be deemed to control and supercede over any ordinance or portion thereof in conflict with the terms hereof.

**SECTION 4. Effective Date.** This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

PUBLISHED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

PASSED ON SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2013.

CITY OF GULF BREEZE, FLORIDA

By: \_\_\_\_\_  
BEVERLY ZIMMERN, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
CITY CLERK



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

July 10, 2013

To: Edwin Eddy, City Manger

From: *RR* Robert Randle, Chief of Police

Re: Mobile Data Terminal Project

For the past several months, Fire Chief Shane Carmichael, staff and I have been researching the feasibility of once again placing Mobile Data Terminals in the Police and Fire vehicles as well as enhancing our Dispatch "Computer Assisted Dispatching (CAD) software. Over ten years ago we became a beta test site for "Smart Cop" and they began providing our CAD and Record Management System. This service was provided at no cost. The system capability grew greatly over the years but we never enhanced our dispatch system due to associated cost. More or less, we have only a tip of the ice berg as far as dispatch and reporting capabilities go. Smart Cop became "CTS America" and many area Law Enforcement Departments contract with them. We met with CTS as well as one other provider that we have used in the past (USA Software).

In order to receive the full benefit of the Dispatch CAD software we would need to use a Mobile Data Terminal (in car computer). The system would be comprised of the computer tablet, printer and mi-fi internet connection. These would be utilized by the Police Department as well as the Fire Department. The following are some of the benefits and applications of the MDT and CAD:

### POLICE

Officers could write incident and offense reports, traffic crash reports, and traffic citations in the vehicle- eliminating the need to return to the station to write reports, thus keeping the officers in the field. The report writing time would be lessened due to the fields self-populating in subsequent related reports. (i.e., accident report and citation)

E-Citations – Traffic tickets would no longer have to be processed and transmitted manually to the Santa Rosa Clerk's Office. They will be sent directly from the computer; taking a major work load off of the front office clerk (I have attached an e-mail from Don Spencer, Clerk of the Court with regards to e-citations).

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

GPS mapping which would enable dispatchers and officers to know the exact location of all officers in the field at all times. This is an officer safety issue. Their location would be known in case the officer needed help or was involved in an accident. This also would assist the dispatcher in knowing who was closer to a call location in order to dispatch a call.

The MDT would provide any "Caution Notes" which may be attached to a registration or driver license such as being a violent offender, or known to be armed and dangerous or that we have responded to disturbances at the location in the past.

The MDT would have DATA Share with all surrounding departments, retrieving any information that is known about the person in other agency data bases.

Provide DAVID (driver license information) in all cars. The officers would be able to receive a DL photo to verify the driver or occupant's identity.

Provide crime data and accident data reports in any area by using GEO Based Mapping.

Officers would be able to use their City Email on the MDT and could also enter their payroll on Paychex.

The policy and procedure manual would be accessible by MDT with instant updates for accreditation purposes.

## FIRE

Fire fighters would be able to complete incident reports in the field instead of going back to the Station.

The Fire Department would be able to use the MDT to receive Pre Plan Information when responding to any commercial property. This would provide any information on hazardous waste that may be associated with the business.

Auto mapping would show the location of every fire hydrant and directions to get to any address in the local and surrounding areas.

GPS tracking for all vehicles with the MDT.

Interface the dispatch CAD with Firehouse software for reporting purposes. There would no longer be duplication of reports and the time to complete the reports would be reduced.

Code Enforcement would have the ability to print out citations on site.

The MDT would provide on-line capability for Hazmat research at an incident location.

Project Costs:

Proposals were requested from two vendors, CTS America and USA Software. The proposal from USA Software for software, hardware and equipment totaled \$186,033.58. The software alone was \$129,833.58. CTS America submitted a proposal waving all costs except licensing and training which totaled \$9,400. We did not request a proposal for hardware and equipment from CTS and priced it out ourselves. Costs for these items are \$65,200. The total cost for software, hardware and equipment is \$74,600.00. There is a Yearly Maintenance and Support cost for both companies. USA Software's yearly fee is \$27,440.68. CTS America's yearly fee is \$14,000 for the first year, \$17,000 for the second year and \$20,000 for the next three years. After five years the annual maintenance fee is subject to a maximum 3% per year increase.

There is a monthly recurring cost for the MIFI of \$40.00 per tablet for a total of \$760.00 per month. The cost for the MIFI and yearly maintenance fee has already been factored into the 2014 Police Department budget.

Costs for this project will be shared with the Fire Department and will be reflected in their 2014 budget.

It is our intent, if funded, to get this project completed and operational by October 1, 2013.

The total project cost for software, hardware and vehicle equipment is \$74,600.00.

I am requesting this project to be funded by the Red Light Camera fund.

**RECOMMENDATION: That the City Council approves the Mobile Data Terminal project for the Police and Fire Department and fund it from the Red Light Camera fund.**

# ***City of Gulf Breeze***

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## **Smart Cop - transmit citations electronically**

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**Donald Spencer** <spencerdc@flcjn.net>  
To: randle@gulfbreezefl.gov

Thu, May 2, 2013 at 1:03 PM

Dear Chief,

I am very happy to hear that you are trying to purchase the entire Smart Cop system. The system will allow you to transmit your citations electronically to the Santa Rosa County Clerk's office. By electronically transmitting your tickets, we will have them the next day. This will save your department the cost of your citation books and the time difference between writing the citation and the time it takes to get it to the Clerks office.

The FHP and SRSO are on Smart Cop and electronically transmit their tickets to our office. Technology is evolving every day and over the long term this will help your department save time and money. It will also assist this office in performing our duties in an effective manner.

Please feel free to contact our office if you have any questions.

Thanks,

**Don Spencer**

Clerk of Court and Comptroller

Santa Rosa County, Florida

P.O. Box 472

Milton, FL 32572-0472



June 12, 2013

Chief Randle:

Thank you again for the time you and your team have invested over the last few weeks, allowing us to demonstrate our full public safety software suite. We've worked closely with the City, for more than a decade now, providing our Computer Aided Dispatch (CAD) and Records Management System (RMS) solutions to the City at no charge in return for a beta-site arrangement. We would like to expand the offering of services we provide to the City.

Gulf Breeze was one of the initial customers of SmartCOP software and the company has grown from the early beginnings. We are proud of the business we have developed across 25 of Florida's 67 Counties, to include dozens of Sheriff's Offices and Police Departments. Additionally, we have implemented statewide solutions for the Florida FDLE agencies including the Highway Patrol, Fish and Wildlife Commission, and State Fire Marshal. We believe that the City will benefit from full implementation of these same locally-built, state of the art systems that so many other agencies have selected.

Specifically, we are offering our full CAD functions and features set, expanded RMS Case Management and Evidence Handling functionality, and will introduce Mobile Computer Terminal (MCT) and Field Based Reporting (FBR) options to both the Police Department and Volunteer Fire Department.

We will provide the additional needs in software and configuration services at no cost to the City. Any third party software or hardware costs are the responsibility of the City and total \$5,900.00; these items are detailed in the Pricing Summary attached. Training cited in the proposal will be provided at a discounted cost of \$3,500.00. It is likely that non-City funds can be used to pay for the optional interfaces as noted in the Summary at the bottom of each detail page. Total up-front cost to the city is \$9,400.00.

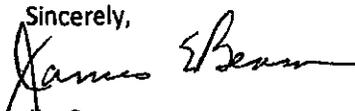
Beginning with the next fiscal period, we will enter into a full warranty, support, and maintenance contract. We offer this to the City with renewals due November 1<sup>st</sup> each year. We will guarantee the renewal rate as shown on the attached detailed document for the first five years. After five years, it will be subject to a maximum 3% per year increase.

This will entitle the City to all benefits of our support and maintenance program, including no-cost version upgrades to the software as long as the annual maintenance fees are kept current. As our technology continues to advance, the City will be ensured that it will always have the "latest-and-greatest" version of the software without any risk of unforeseen, unbudgeted expenditures for upgrades.

We have also attached our Software License & Services Agreement, and our Software Warranty, Maintenance & Support Agreement for City review and approval.

I hope our offering is acceptable and the City can continue to grow with CTS America.

Sincerely,



Jim Benson  
Chief Operating Officer



**CTS America Budgetary Pricing Summary for  
Gulf Breeze Police Department & Gulf Breeze VFD**

**6/12/2013**

<b>CTS America Software</b>	
SmartCAD (Computer Aided Dispatch) for ESRI software functionality	\$ 5,400.00
SmartRMS (Records Management System)	\$ -
SmartSWITCH (Mobile Data Switch)	\$ -
SmartMOBILE (Mobile Computer Terminal / Mobile Reporting)	\$ -
SmartADMIN (Administrative Modules)	\$ -
<b>Subtotal</b>	<b>\$ 5,400.00</b>

<b>CTS America Services / Training / Project Management / Hardware / etc.</b>	
Third Party Software	\$ 500.00
Training & Installation Services	\$ 3,500.00
Project Management	\$ -
<b>Subtotal</b>	<b>\$ 4,000.00</b>

<b>Total Up-Front Purchase Cost</b>	<b>\$ 9,400.00</b>
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<b>Five Year Annual Maintenance Schedule *</b>	
November 1, 2013 - October 31, 2014	\$ 14,000.00
November 1, 2014 - October 31, 2015	\$ 17,000.00
November 1, 2015 - October 31, 2016	\$ 20,000.00
November 1, 2016 - October 31, 2017	\$ 20,000.00
November 1, 2017 - October 31, 2018	\$ 20,000.00

*\*future annual maintenance fees subject to maximum 3% per year increase*

Mobile Data Terminal Project Gulf Breeze PD 2013

Vendor CTS America

Software

ESRI Mapping Software for 2 Cad Stations		\$5,400.00	
Third Party Software VPN		\$500.00	
Training and Install		\$3,500.00	
	Total	\$9,400.00	\$9,400.00

Hardware Dispatch

Application server with MS SQL server		\$9,000.00	
Name server		\$4,300.00	
	Total	\$13,300.00	\$13,300.00

Vehicle Equipment

	EA	QTY		
Tablet PD	\$1,500.00	20	\$30,000.00	
Printer	\$480.00	20	\$9,600.00	
Stands PD	\$400.00	20	\$8,000.00	
VPN	\$120.00	20	\$2,400.00	
			Total	\$50,000.00
				\$50,000.00

Pro Services

Migrate New App server

CTS		\$1,500.00	
Bring up Name Server		\$400.00	
	Total	\$1,900.00	\$1,900.00

Total \$74,600.00

Monthly Reccuring

MIFI	\$40.00	19	\$760.00
Yearly Maintenance and Support			\$14,000.00

draft 5/15/2013

Mobile Data Terminal Project Gulf Breeze PD 2013

Vendor USA Software

Software

USA Software Suite			
Cad,RMS.MDT.Mapping		\$124,833.58	\$124,833.58
Crine View Software		\$5,000.00	
	Total	\$129,833.58	\$129,833.58

Hardware Dispatch

Application server with MS SQL server		\$9,000.00	
Name server		\$4,300.00	
	Total	\$13,300.00	\$13,300.00

Vehicle Equipment

	EA	QTY		
Tablet	\$1,100.00	20	\$22,000.00	
Printer	\$480.00	20	\$9,600.00	
Stands	\$350.00	20	\$7,000.00	
VPN	\$120.00	20	\$2,400.00	
			Total	\$41,000.00
				\$41,000.00

Pro Services

Migrate New App server

CTS		\$1,500.00	
Bring up Name Server		\$400.00	
	Total	\$1,900.00	\$1,900.00

Total

\$186,033.58

Monthly Reccuring

MIFI	\$40.00	20	\$800.00
Yearly Maintenance and Support			\$27,440.68



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** August 8, 2013  
**RE:** Stormwater Phase II Projects

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

Previously the City Council has approved the grant project with the Department of Environmental Protection for a second phase. The total estimated cost is \$2 million with the Department funding \$1.57 million. The original concept had the Department acting as the owner and paying the contractor, then giving the finished product to the City. The Department has decided it might be better to approach this project in a typical grant funding matter, and allow the City to hire the contractor and pay for the construction, then get reimbursed.

The benefit to this approach is that it allows the City to more easily make changes and adjust to the needs of the citizens. Also, complaints against the contractor can be handled quickly.

The original approval is attached, that includes a history of the project as well as a diagram of the areas.

**RECOMMENDATION:** The City Council authorize the Mayor to sign the Grant Agreement for the Stormwater Phase II Projects once the final comments from the City Attorney and staff are incorporated.



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** March 22, 2013  
**RE:** Stormwater Phase II Projects

After the floods of spring 2005, the City developed a stormwater priority list of projects to mitigate flooding and submit for grant funding. A stormwater utility was initiated to facilitate maintenance of the current systems and further facilitate grant funding applications. In 2006 the City received funding and started construction of the phase I stormwater projects that included three of the priority areas. In 2007 the City submitted two additional requests for funding of four projects and was awarded one grant for two of the projects. Unfortunately, the City was unable to leverage other funding for the 50% match, and withdrew its request.

In 2011, Rebuild Northwest Florida convinced the State to release Hazard Mitigation Grant Program (HMGP) monies for these two projects. The City engaged Hatch, Mott, McDonald to complete the design. Once completed, the projects were unable to meet the FEMA requirements for cost/benefit analysis and the construction portion of the work could not be funded, although the City was reimbursed 75% of the design cost.

During the design period, the Northwest Florida Water Management District asked to submit the project to NRDA for funding from the BP oil spill. The submission was successful, and the Department of Environmental Protection will construct these two projects for the City.

The funding requires that the City enter a Memorandum of Agreement allowing the State and its contractors to work on City's rights of way and easements. We will provide the draft Memorandum as soon as it is available.

The funding does not have a match required, but it does have a maximum cost allocation of \$1,570,827 that was taken from the original estimate in 2007. The current estimate for the two projects \$2,071,594.50, leaving a funding deficit of just over \$500,000. There are two options to cover the deficit, only build one of the two projects or the City agrees to fund the difference. If the City elects to only choose one of the projects, the unused funding of approximately \$500,000 will not be utilized in the City but with some other NRDA project. If the City agrees to fund the difference, it receives at least a 75% cost coverage, which is better than the original 2007 grant award.

(850) 934-5100 • (850) 934-5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

**Edwin A. Eddy, City Manager**  
**March 22, 2013**  
**Stormwater Phase II Projects**  
**Page 2**

Staff would recommend that the City choose to fund the difference and construct both projects. During the heavy rains this past February and the preceding June floods, the City received several complaints of street flooding from both of these areas. Staff also recommends that the City limit the pledge to \$500,000. If the actual bids are over the construction estimate, the City would be able to pledge more, or ask the Department to reduce the scope.

**RECOMMENDATION: The City Council authorize the Mayor to sign the Memorandum of Agreement and a letter to the Department of Environmental Protection pledging the City for an amount not to exceed \$500,000 in cost for the construction of the Phase II Stormwater Projects.**

*Edwin A. Eddy*



## GRANT AGREEMENT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF GULF BREEZE, whose address is City Hall, Public Works Department, P.O. Box 640, Gulf Breeze, Florida 32562-0640 (hereinafter referred to as "City"), a local government, to provide financial assistance for the construction of a Stormwater Management Facility.

In consideration of the mutual benefits to be derived herefrom, the Department and the City do hereby agree as follows:

1. The City does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. This Agreement shall begin upon execution by both parties and remain in effect for a period of twenty-four (24) months, inclusive. The City shall be eligible for reimbursement for work performed on or after the date of execution through the expiration of this Agreement.
3.
  - A. As consideration for the satisfactory completion of services rendered by the City under the terms of this Agreement, the Department shall pay the City on a cost reimbursement basis up to a maximum of \$1,570,827.00. The City hereby agrees to pay for all costs of completing the construction of the Stormwater Management Facility (Project), which are in excess of the funding provided under this Agreement, inclusive of any changes or amendments to the Project scope and any authorized elective or required change orders between the City and their construction contractor.
  - B. The City shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of deliverables identified in **Attachment A**. Reimbursement shall be requested in accordance with the schedule in Attachment A. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document that all costs in excess of the funding provided under this Agreement have been paid. In the event that all tasks outlined in Attachment A are not satisfactorily completed within the terms of this Agreement, the City shall return all funds provided under this Agreement to the Department.
  - C. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment B**, Contract Payment Requirements, the City shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:
    - i. Salaries/Wages – The City shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, and/or general and administrative rates) for City employees.

- ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the City. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractors exceeded the rates supported by audit, the City shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Additionally, independent of the City's contract obligations to the Subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorneys' fees, civil or administrative penalties, handling fees, such as set percent overages associated with purchasing supplies or equipment. For fixed price (vendor) subcontracts, the following provisions shall apply:
    - a. The City may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
    - b. The City may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the City shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the City. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed price amount, the City may proceed in finalizing the fixed price subcontract.
    - c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
  - iii. Travel – Reimbursement for travel expenses is not authorized under this Agreement.
  - iv. Equipment – (Capital outlay costing \$1,000 or more) – Reimbursement for the purchase of equipment is not authorized under this Agreement.
- D. In addition to the invoicing requirements contained in paragraph 3.C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The City may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>.
- E. i. The accounting systems for the City must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. The City is prohibited from commingling funds on either a program-by-program or a project-by-

project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a City's, or subrecipient's, accounting system cannot comply with this requirement, the City, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

- ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the City under this Agreement for non-compliance with the material terms of this Agreement. The City, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the City to the date repayment is made by the City to the Department.
  - iii. In the event that the City recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the City shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the City to the date repayment is made to the Department by the City.
4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.
5. The City shall submit Monthly Construction Progress Reports as required in Attachment A. The Department's Grant Manager shall have ten (10) calendar days to review the required reports and deliverables submitted by the City.
6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
7.
  - A. The Department may terminate this Agreement at any time in the event of the failure of the City to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the City an opportunity to consult with the Department regarding the reason(s) for termination.
  - B. The Department may terminate this Agreement for convenience by providing the City with thirty (30) calendar days written notice. Regardless of termination for convenience, neither party shall be relieved of its obligation to pay its share of the costs for services satisfactorily provided prior to the notice of termination for convenience.
  - C. This Agreement may be unilaterally canceled by the Department for refusal by the City to allow public access to all documents, papers, letters, or other material made or received by the City in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.
8. No payment will be made for unsatisfactory deliverables. In the event that a deliverable is deemed unsatisfactory by the Department, the City shall re-perform the services needed for submittal of a satisfactory

deliverable, at no additional cost to the Department, within thirty (30) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate the Agreement for failure to perform, or 2) Department Project Manager may, by letter specifying the failure of performance under the Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the City to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Project Manager for review and approval. Within ten (10) business days of receipt of a CAP, the Department shall notify the City in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the City shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above shall result in the Department's termination of the Agreement for cause as authorized in the Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the City shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the City of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by the City, the Department shall retain the right to require additional or further remedial steps, or to terminate the Agreement for failure to perform. No actions approved by the Department or steps taken by City shall serve to estop the Department from subsequently asserting any deficiencies in performance. City shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by the Department Project Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

- 10. The City shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the City shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- 14. A. In addition to the requirements of the preceding paragraph, the City shall comply with the applicable provisions contained in **Attachment C, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment C** summarizes the funding sources supporting the Agreement for purposes of assisting the City in complying with the requirements of **Attachment C**. A revised copy of **Exhibit 1** must be provided to the City for each amendment which authorizes a funding increase or decrease. If the City fails to receive a revised copy of **Exhibit 1**, the City shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

- B. The City is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The City shall consider the type of financial assistance (federal and/or state) identified in **Attachment C, Exhibit 1** when making its determination. For federal financial assistance, the City shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section \_\_\_\_.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the City shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The City should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

- C. In addition, the City agrees to complete and submit the **Certification of Applicability to Single Audit Act Reporting, Attachment D**, attached hereto and made a part hereof, within four (4) months following the end of the City's fiscal year. Attachment D should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

12. A. The City may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The City shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. The City agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the City that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the City shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at 850-487-0915.

13. In accordance with Section 216.347, Florida Statutes, the City is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.
14. The City shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The City acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The City further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.
16. The Department's Project Manager for this Agreement is identified below.

Pearce Barrett

Florida Department of Environmental Protection	
3900 Commonwealth Boulevard, MS#35	
Tallahassee, Florida 32399-3000	
Telephone No.:	(850) 245-2106
Fax No.:	(850) 245-2303
E-mail Address:	<a href="mailto:Pearce.Barrett@dep.state.fl.us">Pearce.Barrett@dep.state.fl.us</a>

17. The City's Project Manager for this Agreement is identified below.

Thomas E. Lambert	
City of Gulf Breeze	
Public Works Department	
P.O. Box 640	
Gulf Breeze, Florida 32562-0640	
Telephone No.:	(850) 934-4094
Fax No.:	(850) 934-5114
E-mail Address:	<a href="mailto:tlambert@ci.gulf-breeze.fl.us">tlambert@ci.gulf-breeze.fl.us</a>

18. To the extent required by law, the City will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the City shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the City. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the City shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
19. The City warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the City's officers, employees, servants and agents while acting within the scope of their employment with the City.
20. The City covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
21. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the City's cost or time, shall require formal amendment to this Agreement.
22. The employment of unauthorized aliens by any City/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the City/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The City shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
23. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a City, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.
24. Land acquisition is not authorized under the terms of this Agreement.
25. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
26. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF GULF BREEZE

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title: \*

By: \_\_\_\_\_  
Secretary or designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Pearce Barrett, DEP Grant Manager

FEID No.: \_\_\_\_\_

\_\_\_\_\_  
DEP Contracts Administrator

Approved as to form and legality:

\_\_\_\_\_  
DEP Attorney

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the City must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Grant Work Plan (6 Pages)
Attachment	B	Contract Payment Requirements (1 page)
Attachment	C	Special Audit Requirements (5 pages)
Attachment	D	Certification of Applicability to Single Audit Act Reporting (3 pages)

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## ATTACHMENT A

### GRANT WORK PLAN

**Project Name:** Construction of the City of Gulf Breeze Stormwater System Improvements within the City of Gulf Breeze in Santa Rosa County, Florida

This Grant Work Plan outlines specific tasks that shall be performed by the City, a timeline for completion of the tasks, and the maximum compensation amount for each task under this Agreement. The City shall provide copies of all Communications regarding these tasks to the DEP Project Manager during and throughout the Agreement.

#### Tasks

1. Preparation of Bid Documents

The City or its consultant will prepare the bid documents (plans, technical and administrative specifications), advertise and issue the bid for the construction of stormwater system improvements within the City limits of Gulf Breeze in Santa Rosa County, Florida

Task 1 Deliverable: City shall provide the DEP Project Manager a complete set of bid documents signed and sealed by a Florida licensed Professional Engineer and a copy of the public notice of advertisement of the bid.

Task 1 Cost to DEP: \$0.00

2. Pre-Bid Meeting

The City Project Manager or its consultant will make arrangements (facilities) for, attend and record minutes for, one (1) pre-bid meeting to review the bid documents and project site with prospective bidders.

Task 2 Deliverable: Recorded attendance at the meeting and provide the DEP Project Manager with a copy of the recorded minutes.

Task 2 Cost to DEP: \$0.00

3. Inquiries, Questions Comments pertaining to Bid Documents

The City shall provide the DEP Project Manager with copies of all inquiries, questions, and comments pertaining to the bid documents presented by prospective bidders and the City's response to same. Copies of all addenda issued by the City in response to inquiries, questions and comments shall also be provided to the DEP Project Manager.

Task 4 Deliverable: Copies of all inquiries, questions and comments regarding the bid documents and copies of all addenda issued by the City regarding the bid.

Task 4 Cost to DEP: \$0.00

4. Receipt of Bids: The City shall designate a time, date and place to receive and publically open the bids. The City shall verify all bids as to responsiveness, completeness and accuracy, review the bids and make an award to the lowest responsive, responsible bidder.

Task 4 Deliverable: The City shall provide the DEP Project Manager with copies of all bids received and the notice of intent to award a contract.

Task 4 Cost to DEP: \$0.00

5. Pre-Construction Meeting

The City Project Manager will make arrangements (facilities) for and attend one (1) pre-construction meeting with DEP Project Manager, City's engineering consultant and contractor's representatives to review Contract General and Special Conditions, frequency of coordination and progress meetings, procedures for submittals, procedures for Change Orders and Pay Requests, contractor's MOT and erosion control plans, Environmental Permits and other matters listed on an agenda to be prepared by City's Project Manager prior to the meeting and a copy furnished to the DEP Project Manager for review prior to general distribution. The City's Project Manager will complete a checklist of all matters discussed. The City Project Manager will record the meeting and provide a copy of the recording to the DEP Project Manager. The City Project Manager will summarize the minutes of the meeting and distribute to all members in attendance at the meeting.

Task 5 Deliverable: Recorded attendance at the meeting and a copy of any notes or questions recorded during the meeting.

Task 5 Cost to DEP: \$0.00

6. Construction

Construction of the facility shall be completed in accordance with the bid document, the plans, designs and permits for the project.

Task 6 Deliverable: Completed Construction of the City of Gulf Breeze Stormwater System Improvements.

Task 6 Performance Measure: Completed construction monitored to ensure compliance with plans, designs and permits.

Task 6 Cost to DEP: Maximum of \$1,570,827.00

7. On-Site Construction Project Representation

The City or its consultant will be responsible for observing, inspecting, verifying, recording, and calculating the work of the construction contractor and/or subcontractors on a routine basis sufficient to document the items as follows:

- a. all quantities of work, labor and materials furnished on site and included in requests for pay items;
- b. conformance with sediment and erosion control plans (City shall notify DEP of any deficiencies observed);
- c. document the number and skill types of construction contractor's workers on site;
- d. list the number and types of pieces of equipment being utilized on the site;
- e. document idle time for equipment on site;
- f. document the type and location of work being done and by which contractor or subcontractor on a daily basis;
- g. document compliance with City Development Order and Building Permit, DEP and USACOE permit conditions
- h. observe Utility relocation operations and excavated material(s) removed, fill materials brought onto site, verify quantities and final disposal of material removed from the site;
- i. document weather conditions encountered each day of construction (e.g. temperature, precipitation, excessive winds, etc.);
- j. document hours on site by each contractor and subcontractor;
- k. document any significant events or accidents that occur (including obtaining police reports, identifying people and equipment involved, and describing the extent of any injuries or noting if there were any deaths);

- l. verify with construction contractor that any effected utilities companies have been notified in accordance with specifications when work required to be inspected by Utilities inspector is to be performed.
- m. inspect all plant material delivered to the site and determine that plant materials have been properly handled, packed, transported and/or stored and meet proper conditions of the project specifications. Any plants not meeting specifications will be rejected. City site representative will assure that rejected plants are replaced by the contractor. City Site Representative will document in the daily log number and type of plants rejected, reason for rejection and if replaced by the contractor;

City shall keep site records in accordance with FDOT Daily Report of Maintenance Report Form 375-020-1 or other suitable document agreed upon by both the City and DEP Project Manager. Daily Reports will be sequentially numbered and dated with the start and ending date clearly shown. Daily Reports will be maintained and available for review by DEP personnel. City shall submit electronic copies of the Daily Reports for each week to the DEP Project Manager by 12:00 P.M. CT on the Tuesday of each week following the Friday of the week upon which work began on the project.

Task 7 Deliverable: Daily logs in approved format.

Task 7 Cost to DEP: \$0.00

- 8. Progress Meetings: The City will schedule progress meetings at significant construction milestones or as needed, but no less than once a month with DEP's Project Manager, design engineer and construction contractor's project foreman. Progress meetings will cover, at a minimum, work progress to date, the project schedule, and significant milestones. City shall keep detailed notes of each meeting and furnish electronic copies to all attendees and to the DEP Project Manager by 12:00 P.M. CT the Tuesday following each progress meeting. The schedule of dates for the meetings shall be forwarded to the DEP Project Manager and updated as necessary. Any discrepancies, unresolved issues or disagreements raised by any party at the meeting or regarding the contents of weekly summaries will be reviewed with the DEP Project Manager. Final resolution shall be the responsibility of the City.

Task 8 Deliverable: Summarization of Notes from Progress Meetings

Task 8 Cost to DEP: \$0.00

- 9. Monthly Review of Contractors Pay Requests: The City will schedule one (1) monthly meeting (this meeting may coincide with the progress meeting) during each month of construction prior to the construction contractor's submission of a monthly pay request, City will schedule a meeting with the DEP Project Manager, and construction contractor to review the estimated pay request and verify all quantities for payment from City's project field records. The DEP Project Manager will be notified at least ten (10) working days prior to the date and time for which each meeting is scheduled. Any disputes or discrepancies between requested amounts and observed amounts will be reported to DEP Project Manager within 24 hours of the monthly meeting. Pay requests approved by City shall be forwarded with meeting notes to the Department, within three (3) working days of the City's receipt of the construction contractor's pay request, for final review and payment.

Task 9 Deliverable: Pay Request of construction contractor approved by the County and meeting notes.

Task 9 Cost to DEP: \$0.00

- 10. Review of Construction Testing: City or its consultant shall observe and verify all testing performed in relation to this project as set forth in the technical specifications prepared by the City's Consulting Engineer. It shall

also review and approve all mix designs required and physical review of the asphalt plant(s) proposed for supply of all asphaltic materials to be furnished on the project. When necessary, the City shall request construction contractor to perform additional testing in order to verify that product meets the specifications.

Task 10 Deliverable: Copies of notes from testing observed and verified results, approval of mix designs and notes from inspection of asphalt plant(s) proposed for furnishing asphaltic materials on this project.

Task 10 Cost to DEP: \$0.00

11. Certification of Substantial Completion: City will coordinate with the DEP Project Manager to schedule the field review of the construction contractor's work to prepare a certification of substantial completion. City shall review the construction contractor's "punch list" of those payment items which are not complete, do not meet project specifications, or are in need of repair or replacement. The City may, if necessary, add to the "punch list" and review with the DEP Project Manager. The final "punch list" shall be presented to, and reviewed with, the construction contractor to obtain consensus on work remaining to be done. Any disagreements regarding the "punch list" will be brought to the attention of the DEP Project Manager. Resolution of any disagreements shall be the responsibility of the City. A certification of substantial completion will be prepared by City, signed and dated in accordance with the project's construction contract. A copy of the executed substantial completion shall be submitted to the DEP.

Task 11 Deliverable: Copies of original proposed and final agreed upon "Punch List" and Certificate of Substantial Completion

Task 11 Cost to DEP: \$0.00

12. Final Certification: City will schedule, in coordination with the DEP Project Manager and the construction contractor, a final inspection of the project work within thirty (30) days of submission of the "punch list" to the construction contractor's contract manager unless an extension is approved in writing by the City Project Manager. City will prepare documentation in accordance with the project specifications that the work has been completed in general accordance with the contract documents.

Task 12 Deliverable: Documentation addressing all punch list item resolutions and City's Final Certification.

Task 12 Cost to DEP: \$0.00

13. Verification of Construction Contractors As-Built Drawings: Upon construction completion, the City shall review the construction contractor's as-built drawings for completeness and accuracy. A copy of the City's verification and the final "As-built" drawings shall be sent to the DEP Project Manager within ten (10) working days of receiving them from the construction contractor.

Task 13 Deliverable: City's verification together with copy of final "As-built" drawings.

Task 13 Cost to DEP: \$0.00

14. Community Liaison: City will designate a primary point of contact for any comments, inquires or complaints concerning the project made by residents, business owners or visitors to the site. City will document all comments, inquires or complaints, whether verbal or in writing, regarding the project, as well as any response or actions taken by City. City will forward such documentation to the DEP Project Manager. City will address all comments, inquiries or complaints through City's designated point of contact.

Task 14 Deliverable: Summary of comments, inquiries and complaints and documentation of the City's responses.

Task 14 Cost to DEP: \$0.00

Responsibilities of the DEP:

The DEP will provide and/or support City during the construction project and task assignments period as follows:

1. DEP Project Manager shall review City's contract documents and provide any comments within ten (10) working days of receipt.
2. Reviews of results and requests: The DEP Project Manager will promptly review all test results, all construction contractor's pay requests and City's payments to the construction contractor and project communications. DEP Project Manager will communicate with the City Project Manager in order to resolve any issues arising in regard to City's or construction contractor's performance. Any discrepancies, unresolved issues or disagreements will be reviewed with the DEP Project Manager. Final resolution will be made by the City Project Manager.
3. Revisions to Contract Plans: The DEP Project Manager will review any proposal for changes to the contract plans, discuss with the appropriate parties, and notify City Project Manager in writing of any comments to these changes.
4. Certification of Substantial Completion: The DEP Project Manager will accompany the City during the review of work completed and the making of a determination of substantial completion. The DEP Project Manager will review the punch list prepared by City and provide comment if necessary to City Project Manager.
5. Final Certification of Completion: The DEP Project Manager will accompany City Project Manager in a final review of the project. The DEP Project Manager will review the final certification upon receipt from City and process for final payment to the City for services provided under this Agreement.
6. Community Liaison: The DEP Project Manager will assist City, if requested, in responding to citizen comments, inquiries and complaints received during the period of construction.

Schedule:

<b>Task</b>	<b>Description</b>	<b>Schedule</b>
1.	Finalize Plans and Bid Documents	Within 30 days of Agreement execution
2.	Pre- Bid Meeting	Within 10 working days after the release of the bid by the City
3.	Pre-construction Meeting	Within 30 working days of contract award
4.	Construction	Completed within 365 days of execution of construction contract
5.	On-site construction representation	Upon start of construction through final certification (approximately 12 months)
6.	Daily Logs	By noon of every Tuesday following each week construction is occurring until construction completed
7.	Progress Meetings	At major milestones or as needed but no less than once a month
8.	Monthly Meetings	Monthly prior to submission of contractor's pay request
9.	Review material testing	As required by specifications
10.	Certification of Substantial Completion	10 days after verifying "punch list"

- |   |   |
|---|---|
| 11. Final Certification                 | 30 days after Certification of Substantial Completion |
| 12. Verification of "As Built" Drawings | 10 working days after receipt from contractor         |
| 14. Community Liaison                   | N/A   |

Reimbursement Requests:

Upon submittal to DEP the Certification of Completion of Construction and proof of payment to the Construction Contractor along with the receipt of release of all liens placed upon the project by the Construction Contractor, subcontractors and material suppliers, the City shall request reimbursement for authorized construction costs. The amount of reimbursement from the DEP for construction costs shall not exceed \$1,570,827.00.

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## ATTACHMENT C

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Environmental Protection (*which may be referred to as the "Department", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "County", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Florida Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Florida Department of Environmental Protection. In the event the Florida Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Florida Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Florida Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Florida Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Florida Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Florida Department of Environmental Protection at the following address:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Executive Office of the Governor, Florida Energy and Climate Commission at the following address:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. Florida Department of Environmental Protection at the following address:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Florida Department of Environmental Protection at the following address:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to Florida Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Executive Office of the Governor, Florida Energy and Climate Commission for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Florida Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Florida Department of Environmental Protection.

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**ATTACHMENT D**

**CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING**

Grantee's Name:

Grantee Fiscal Year Period: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:

\$ \_\_\_\_\_

**CERTIFICATION STATEMENT:**

I hereby certify that the above information is correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Position Title

**INSTRUCTIONS FOR COMPLETING THE ATTACHMENT**

County Fiscal Year Period: FROM: Month/Year TO: Month/Year

**NOTE: THIS SHOULD BE THE COUNTY'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).**

Total State Financial Assistance Expended during County's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.**

\$ \_\_\_\_\_

Total Federal Financial Assistance Expended during County's most recently completed Fiscal Year:

**NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.**

\$ \_\_\_\_\_

The Certification should be signed by your Chief Financial Officer.

Please print the name and include the title and date of the signature.

## CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

### FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

**Answer:** No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

**Answer:** Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

**Answer:** You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

**Answer:** No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

**Answer:** No, you do not have to submit your audit unless you are over the threshold of \$500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

**Answer:** Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2<sup>nd</sup> notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

**Answer:** Yes, you can submit them by Email to [Debbie.skelton@dep.state.fl.us](mailto:Debbie.skelton@dep.state.fl.us)



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** August 8, 2013  
**RE:** Nature Conservancy Project Submittals

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

Attached is a proposal from Baskerville-Donovan, Inc, requested by staff to submit a set of projects to the Nature Conservancy for potential grant funding. Over the past two years, Baskerville-Donovan has submitted several projects to different entities on behalf for the City without charging the City any fee. These submittals include NRDA, Restore Act and FDOT drainage projects. So far none of these projects have been approved, but they are still in the review process with Baskerville-Donovan providing assistance to the City as additional requests are made.

The Nature Conservancy grant is geared toward the funding agency being the design agency, so there is little opportunity for the City's consultant to recover any costs if any of the projects are approved.

**RECOMMENDATION:** The City Council authorize Baskerville-Donovan, Inc. to prepare a submittal of potential projects to the Nature Conservancy for \$3,450.



August 8, 2013

Vernon Prather, Director of Public Services  
 City of Gulf Breeze  
 1070 Shoreline Dr.  
 Gulf Breeze, Florida 32561

RE: Nature Conservancy Project Submittals  
 BDI Project Number 20410.14

Dear Mr. Prather,

The Nature Conservancy has been working with the panhandle counties over the course of several months to develop a unified vision for watershed scale environmental and economic restoration and protection in the Pensacola Bay Watershed. The Conservancy has sought to identify specific projects to meet this vision that direct resources to improving the Pensacola Bay watershed's water quality and quantity, restoring and conserving habitats and living marine resources, and help to support and increase the region's economy and jobs. The Conservancy believes that a regional approach will most likely have a more favorable outcome than individual municipality and county government projects.

Since the RESTORE Act program was announced, the City of Gulf Breeze has submitted a number of projects under several different programs and even some projects as stormwater mitigation for the proposed new Three Mile Bridge.

Staff has requested that Baskerville-Donovan, Inc. submit some of these projects and others to the Conservancy for potential inclusion in the regional program. Following is a list of projects, programs those projects have already been submitted under and a proposed cost to submit each of the projects to the Conservancy program.

PROJECT	PROGRAMS SUBMITTED UNDER	FEE TO SUBMIT
1. Driftwood/Navy Cove/Berry Street Stormwater Improvement	NRDA and RESTORE Act	\$500.00
2. Pfeiffer Street (Taco Bell) Stormwater Improvement	NRDA and RESTORE Act	\$500.00
3. Beach Drive Stormwater Improvement	NRDA and RESTORE Act	\$500.00
4. Shoreline Drive Septic Tank Abatement	NRDA and RESTORE Act	\$750.00
5. Soundside Drive Septic Tank Abatement	Not submitted under any previous program.	\$1,200.00
	<b>Total</b>	<b>\$3,450.00</b>



Each submittal will consist of a location description, estimated cost, and a project description. It is typical that once projects are submitted there could be requests for additional information and we propose to address these on a time and material basis as authorized in writing by the City.

We propose to provide this basic submittal for a lump sum fee of \$3,450

Please contact us if you have any questions. Otherwise, the City may accept this proposal for base map services by executing below and returning an original to Baskerville-Donovan, Inc.

As always, we appreciate this opportunity to be of service.

Sincerely,

**BASKERVILLE-DONOVAN, INC.**

Richard W. Delp, CSI, CDT  
Project Manager

ACCETPED:

\_\_\_\_\_  
CITY OF GULF BREEZE

Date: \_\_\_\_\_



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

RE: Natural Gas Service to Shogun Restaurant

DATE: August 7, 2013

The Shogun Restaurant will be located on Pensacola Beach and is occupying a vacant restaurant space which used propane for fuel supply to operate the kitchen equipment. The existing propane system is unable to meet the BTU demands of the new equipment, therefore the owner has chosen to re-pipe the restaurant and operate with natural gas. This account represents a good investment for the gas system to install a service line.

The Gas Utility has by practice provided the gas service line from the right of way to the gas meter's final location. Gas meters need to be close to the load center in order to effectively deliver gas.

The route for the gas service line requires cutting the parking lot and crossing a number of conflicting utilities. The gas main for the service tap is 6' deep in this location, therefore requiring additional care during the excavation and installation. The tap location is also on a steep embankment between properties. A contingency for dewatering is also noted on the proposal due to the depth of the excavation.

A restaurant of this size typically consumes approx. 12,000 therms a year which equates to 70 homes at 174 therms per year. The resulting infrastructure and rebate cost for 70 residential services (excluding gas mains) is \$59,500 or approx. \$850 per house. The cost to install the commercial service is much more cost effective.

Utility Service Company has provided pricing in accordance with our existing contract for the service line for \$6,430. Funding is available in the Natural Gas renew and extend account # 402.1200.532.52.00.

**RECOMMENDATION: CITY COUNCIL AUTHORIZE UTILITY SERVICE COMPANY TO INSTALL A NATURAL GAS SERVICE LINE TO SHOGUN RESTAURANT FOR \$6,430 WITH \$2,220 CONTINGENCY FOR DEWATERING.**



UTILITY SERVICE CO.

August 5, 2013

Mina Lanzetta  
City of Gulf Breeze  
1070 Shoreline Dr.  
Gulf Breeze, Fla. 32561

RE: Pensacola Beach Shu Gun Restaurant.

Dear Ms. Lanzetta,

Our price for the installation of the 1" gas service to the Shu Gun Restaurant is \$ 6,430.00. Our prices include labor, material and equipment to install the service. The scope of work includes making the tap which is 6' deep and installing a 1" inline valve and box. We would cut a 1' wide trench 42' across the drive way and patch it when complete. We will remove and replace 5' of the brick paver sidewalk along with the stone base.

If Dewatering is required our cost is \$ 2,220.00 which would be added to the \$ 6,430.00 for a total of \$ 8,650.00.

If you have any questions please call me at our office 932-5342.

Sincerely,



Bill Lee



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: August 6, 2013

RE: Residential Natural Gas Rebates

The City's staff has reviewed residential natural gas sales in an effort to identify trends and develop strategic plans to increase gas consumption per residential customer on average. We typically connect approximately 70 new residential gas customers each year. (excluding the Pensacola Beach market).

Our analysis indicates that the average yearly gas consumption per customer has declined steadily over time. The attached graph illustrates that the yearly average has dropped from 411 therms per year in 1996 to 174 in 2012.

We believe the reduction is attributed to the following conditions:

- A) Older gas appliances being replaced over time with higher efficiency gas devices.
- B) Competition from other energy providers. (Bigger Rebates)
- C) Newer homes consume less energy than older, less insulated ones.
- D) Increase in generator only or fireplace only customers.

We conducted a rebate survey (attached) of the neighboring gas companies and believe we should add incentives for installing other natural gas equipment such as dryers, ranges, and fireplace logs. These rebates will result in additional gas appliances and begin to reverse the current downward trend.

The proposed rebate schedule illustrates the cost recovery period for each appliance. In order for customers to qualify for the rebate, they must have a primary appliance of a water heater, home heat, or dryer. These are the three largest consumers of gas for the typical home. The maximum rebate per home is \$1,300.

**Recommendation: City Council authorize Staff to implement the proposed Natural Gas residential rebates effective October 1, 2013.**

# Proposed Residential Rebates

Proposed Residential Rebates	Therms per year	City of GB Rebates	Proposed Rebates	Yearly Net Revenue	Cost Recovery Period (Years)
Electric to Gas					
Tankless Water	100	\$400.00	\$400.00	\$ 86.21	4.64
Tank Water Heater	170	\$400.00	\$400.00	\$ 146.56	2.73
Heat	200	\$500.00	\$500.00	\$ 172.42	2.90
Range	40		\$100.00	\$ 34.48	2.90
Dryer	62		\$200.00	\$ 53.45	3.74
Fireplace Logs	36		\$50.00	\$ 31.04	1.61
Grill	19		\$50.00	\$ 16.38	3.05
Gas to Gas					
Tank to Tank Water Heater		\$300.00	\$300.00		
Tank to Tankless Water Heater		\$300.00	\$300.00		
Tankless to Tankless Water Heater		\$300.00	\$300.00		
Heat		\$500.00	\$500.00		
Propane to Gas					
Water Heater (Not Noted Tank or Tankless)					
Tank Water Heater					
Other Appliances					

# Residential Rebate Survey

Residential Rebates	City of GB Rebates	City of Milton	Pensacola Energy	Okaloosa Gas^	Mobile Gas^
Electric to Gas					
Tankless Water	\$400.00	\$500.00	\$1,000.00	\$250.00	\$500.00
Tank Water Heater	\$400.00	\$500.00	\$850.00	\$250.00	Free
Heat	\$500.00	\$400.00	\$800.00	\$225.00	
Range		\$200.00			250 Off *
Dryer		\$150.00			250 Off *
Fireplace Logs		\$100.00			
Pool/Spa Heater					
Grill					250 Off *
Gas to Gas					
Water Heater (Not Noted Tank or Tankless)					
Tank to Tank Water Heater	\$300.00				
Tank to Tankless Water Heater			\$350.00		
Tankless to Tankless Water Heater			\$750.00	\$100.00	\$400.00
Heat			N/A		
Propane to Gas	\$500.00		\$400.00		
Water Heater (Not Noted Tank or Tankless)					
Tank Water Heater				\$250.00	
Other Appliances			\$350.00		
			\$100.00		

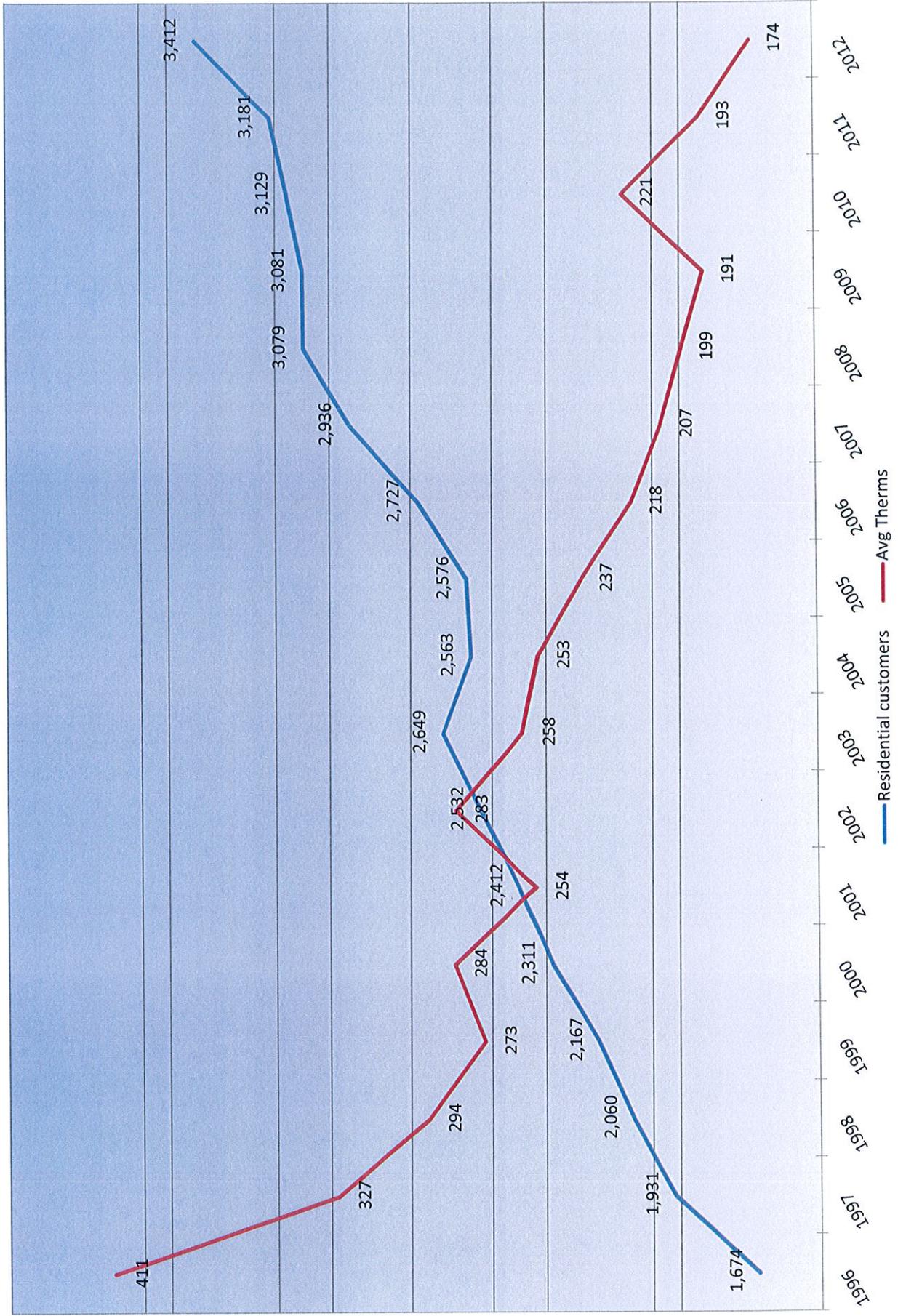
\* When purchased from Mobile Gas with a Natural Gas Tank Water

^Okaloosa Gas Finances Appliances

^Mobile Gas Finances Appliances

Staff survey 7/5/13 by Angel Jackson

# Residential Therms used Per Customer/Calendar Year





# City of Gulf Breeze

## Memorandum

**To:** Mayor and City Council

**From:**  Edwin A. Eddy

**Date:** 8/7/2013

**Subject:** Signatory on City Bank Account

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The City has assigned signatory rights to the City Manager, Assistant City Manager, Chief of Police and the City Clerk. With the retirement of City Clerk Marita Rhodes on July 31<sup>st</sup> and the retirement of Chief of Police Peter Pauling in January 2012, the new City Clerks and Chief of Police will need to be added as signatories on the City's Bank account and remove Marita Rhodes and Peter Pauling as a signatories.

The signatories on the City's account will be as follows: Edwin Eddy, David Szymanski, Robert Randle, Leslie Guyer and Stephanie Lucas.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE TO ADD CITY CLERKS LESLIE GUYER, STEPHANIE LUCAS AND CHIEF OF POLICE ROBERT RANDLE AS SIGNATORIES ON THE CITY'S BANK ACCOUNT AND TO REMOVE MARITA RHODES AND PETER PAULDING AS SIGNATORIES FROM THE ACCOUNT.**



# City of Gulf Breeze

## MEMORANDUM

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

**FROM:**  David J. Szymanski, Assistant City Manager

**DATE:** August 8, 2013

**SUBJECT:** ANNUAL POPULATION ESTIMATE

Each year the City receives correspondence from the University of Florida, Bureau of Economic and Business Research presenting a preliminary estimate of the City's population for review. This figure is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act 1972. Attached please find the correspondence with this year's estimate of the City's population.

Please note that the City's population estimate for 2013 is 5,805. This is compared to the 2010 census figure of 5,763. The estimate for the City at this time last year was 5,790.

This census figure will be used by the state of Florida for it's fical year 2014-2015.

### RECOMMENDATION:

**That the City Council accept the estimate of the City's population of 5,805.**



College of Liberal Arts and Sciences  
Bureau of Economic and Business Research

PO Box 117145  
Gainesville, FL 32611-7145  
352-392-0171  
352-392-4739 Fax

August 2, 2012

Dear Sir or Madam:

Enclosed is a notice of the preliminary estimate of the permanent population of your area as of **April 1, 2013**. This estimate was produced by our office under contractual agreement with the State of Florida, and is one factor used in determining the distribution of state revenue-sharing funds (Section 23.019, Florida Statutes, Revenue Sharing Act, 1972). Please evaluate this estimate carefully and make the appropriate response on the enclosed form. If you believe the preliminary estimate is not reasonably accurate, indicate what you believe is a more accurate estimate. If possible, include supporting arguments and evidence.

We ask that you confirm receipt of this preliminary estimate by signing the enclosed form and returning it in the postage-paid envelope. If future correspondence regarding population estimates should be directed toward a different person or address than the one listed, please indicate that change on the form.

Your assistance in this matter is greatly appreciated. If you have any questions, feel free to contact me at (352) 392-0171 ext. 337. We need to have you sign and return the enclosed form by **September 2, 2013**.

Sincerely,

A handwritten signature in black ink that reads "Scott K. Cody". The signature is written in a cursive style with a long, sweeping underline.

Scott K. Cody  
Research Demographer  
352-392-0171, Ext 337  
skcody@ufl.edu

PRELIMINARY POPULATION ESTIMATE (PERMANENT RESIDENTS) APRIL 1, 2013

CENSUS 4/1/10	TOTAL POPULATION CHANGE	PRELIMINARY ESTIMATE 4/1/13	INMATES 4/1/13	PRELIMINARY EST. LESS INMATES 4/1/13
5,763	42	5,805	0	5,805

THE POPULATION ESTIMATE PROPOSED FOR STATE REVENUE SHARING, 2014-2015 FISCAL YEAR IS 5,805.

YOUR PRELIMINARY POPULATION ESTIMATE FOR APRIL 1, 2013 IS \* 5,805 \*

PLEASE MARK THE APPROPRIATE RESPONSE AND RETURN ONE COPY OF THIS FORM BEFORE SEPTEMBER 2, 2013. RETAIN THE OTHER COPY FOR YOUR FILE.

\_\_\_ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND CONSIDER IT TO BE REASONABLY CORRECT.

\_\_\_ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I BELIEVE A MORE ACCURATE ESTIMATE WOULD BE \_\_\_\_\_. I REQUEST THAT YOU RECONSIDER YOUR PRELIMINARY ESTIMATE.

\_\_\_ I HAVE REVIEWED THIS PRELIMINARY POPULATION ESTIMATE AND DO NOT CONSIDER IT TO BE REASONABLY ACCURATE. I AM ENCLOSING DOCUMENTATION WHICH I BELIEVE SUPPORTS AN APRIL 1, 2013 ESTIMATE OF \_\_\_\_\_. I REQUEST THAT YOU REVIEW THIS DOCUMENTATION AND RECONSIDER YOUR PRELIMINARY ESTIMATE.

\_\_\_\_\_  
DATE TITLE SIGNATURE

IF FUTURE CORRESPONDENCE SHOULD BE SENT TO AN ADDRESS OR PERSON DIFFERENT THAN THAT CURRENTLY LISTED, PLEASE ENTER THE NEW INFORMATION BELOW.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PLEASE PRINT

IF YOU HAVE ANY QUESTIONS OR COMMENTS ABOUT THIS ESTIMATE YOU MUST REQUEST A REVIEW BEFORE SEPTEMBER 2, 2013.

BUREAU OF ECONOMIC AND BUSINESS RESEARCH  
UNIVERSITY OF FLORIDA  
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# *City of Gulf Breeze*

## Memorandum

**To:** Mayor and City Council

**From:**  Edwin A. Eddy

**Date:** 8/7/2013

**Subject:** Private Attorney – Client Meeting, Catawba Street

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As the City Council and the City Attorney discussed at a recent Council meeting, a private attorney-client meeting has been scheduled for August 19, 2013 at or near the end of the Regular Council Meeting.

Attached is a copy of an email sent to you by the City Attorney and a copy of the subject lawsuit filed against the City.



Stephanie Lucas &lt;slucas@gulfbreezefl.gov&gt;

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## City of Gulf Breeze adv. Lance Reese and Peter & Mitzi Peters - Catawba Right-of-Way Litigation

1 message

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**Matt Dannheisser** <mdannheisser@dannheisserlaw.com>

Tue, Jul 30, 2013 at 4:34 PM

To: Beverly Zimmern <mayor@gulfbreezefl.gov>, "cfitch@gulfbreezefl.gov" <cfitch@gulfbreezefl.gov>, "joehenderson62@att.net" <joehenderson62@att.net>, "jschluter@gulfbreezefl.gov" <jschluter@gulfbreezefl.gov>, "dlandfair@gulfbreezefl.gov" <dlandfair@gulfbreezefl.gov>

Cc: Buz Eddy <eaeddy@gulfbreezefl.gov>, "slucas@gulfbreezefl.gov" <slucas@gulfbreezefl.gov>, Matt Dannheisser <mdannheisser@dannheisserlaw.com>

Mayor Zimmern and Members of the City Council:

This is to advise you that Lance Reese and Pete & Mitzi Peters have filed a lawsuit against the City seeking to preclude public use of that portion of property which lies between the end of the Catawba Street right-of-way and Santa Rosa Sound. We have been having discussions on and off for over two years with the attorneys for Lance, Pete, and Mitzi regarding this matter. We have carefully evaluated this matter and have obtained an opinion from an attorney, Jeff Sauer, who specializes in real estate law.

As this email is a public record and thus discoverable, I do not wish to discuss herein the details of the lawsuit. Rather, I would like to hold a private (i.e. out-of-the-sunshine) attorney-client session with you at which time we can discuss the pertinent facts, legal theories, and strengths and weaknesses of the lawsuit in order for you to make a decision regarding possible settlement and/or litigation expenditures.

During your meeting this Wednesday I will ask that you approve convening the private attorney-client session (also known as a "shade" meeting) at the conclusion of your Regular Meeting on Monday, August 19, 2013. City staff is currently investigating some of the pertinent background facts. We hope to have that effort as well as certain other legal maneuverings completed in time for your meeting such that you will be able to give an indication as to how you desire to proceed with the matter.

Attached please find a copy of the lawsuit (without exhibits). Please call me if you have any questions or would like to discuss this matter prior to the shade meeting.

*Stephanie D. Lucas*

Legal Assistant



504 North Baylen Street

Pensacola, FL 32501

(850) 434-7272 (Office)

(850) 432-2028 (Facsimile)

Email: [SLucas@DannheisserLaw.com](mailto:SLucas@DannheisserLaw.com)

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 **Reese & Peters Complaint.pdf**  
710K

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR SANTA ROSA COUNTY, FLORIDA

JOHN LANCE REESE, PETER PETERS  
and MITZI PETERS, as TRUSTEES OF THE  
PETERS LIVING TRUST DATED  
SEPTEMBER 9, 2010

Case No. : \_\_\_\_\_

Plaintiffs

vs.

THE CITY OF GULF BREEZE, a  
municipal corporation

Defendant.

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**COMPLAINT TO QUIET TITLE,  
FOR DECLARATORY RELIEF, AND INJUNCTIONS**

COMES NOW, Plaintiffs, JOHN LANCE REESE ("Reese"), PETER PETERS and MITZI PETERS, TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010 (collectively, "Peters") by and through their undersigned counsel and hereby file this Complaint to Quiet Title, for Declaratory Relief, and Injunctions against the Defendant, THE CITY OF GULF BREEZE, a municipal corporation ("Defendant"), and allege as follows:

**Jurisdiction and Venue**

1. This is an action to quiet title to, and for declaratory relief related to, property located in Santa Rosa County, Florida, more particularly described as follows:

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE SOUTHEASTERLY CORNER OF LOT 14A, BLOCK 36, CASABLANCA SUBDIVISION, PARCEL NO. 2, A RESUBDIVISION OF LOTS 13-21 INCLUSIVE OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, AS RECORDED IN PLAT BOOK "A", AT PAGE 86A, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 47 DEGREES 58 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF THE SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 25.27 FEET TO AN INTERSECTION WITH THE

CENTERLINE OF CATAWBA ST. (50' R/W); THENCE GO SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 13.00 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A", THENCE CONTINUE SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 1.0 FOOT MORE OR LESS TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF SANTA SOUND; THENCE MEANDER NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE TO AN INTERSECTION WITH A PROJECTION THE EASTERLY LINE OF THE AFORESAID LOT 14A; THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF SAID EASTERLY LOT LINE, FOR A DISTANCE OF 1.0 FOOT MORE OR LESS TO A POINT HEREINAFTER REFERED TO AS POINT "B", SAID POINT "B", LYING NORTH 52 DEGREES 29 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 25.06 FEET FROM THE AFORESAID POINT "A"; THENCE CONTINUE NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG SAID PROJECTION OF THE EASTERLY LINE OF LOT 14A, FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.01 ACRES MORE OR LESS.

(hereinafter the "Reese Quiet Title Parcel")

and

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE SOUTHWESTERLY CORNER OF LOT 15A, BLOCK 36, CASABLANCA SUBDIVISION, PARCEL NO. 2, A RESUBDIVISION OF LOTS 13-21 INCLUSIVE OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, AS RECORDED IN PLAT BOOK "A", AT PAGE 86A, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 15.00 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A", THENCE CONTINUE SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 1.0 FOOT MORE OR LESS TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF SANTA SOUND; THENCE MEANDER NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE TO AN INTERSECTION WITH A PROJECTION THE CENTERLINE OF CATAWBA ST. (50' R/W); THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF SAID CENTERLINE, FOR A DISTANCE OF 1.0

FOOT MORE OR LESS TO A POINT HEREINAFTER REFERED TO AS POINT "B", SAID POINT "B" LYING NORTH 48 DEGREES 53 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 25.14 FEET FROM THE AFORESAID POINT "A"; THENCE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 13.00 FEET TO THE INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT; THENCE GO SOUTH 53 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE WESTERLY PROJECTION OF THE SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 25.03 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.01 ACRES MORE OR LESS.

(hereinafter the "Peters Quiet Title Parcel")

2. Reese and Peters are residents of Santa Rosa County, Florida.
3. Defendant is a Florida municipal corporation.
4. Jurisdiction and venue are properly vested in this Court.

#### **General Allegations**

5. In or about December 1950, Casablanca Company (the "Casa Blanca Developer") filed and recorded in Plat Book 83 of the public records of Santa Rosa County, Florida, a Plat for "Casa Blanca Number Two" (hereinafter, the "1950 Plat"). A copy of the 1950 Plat is attached hereto as Exhibit "A" and incorporated herein. The 1950 Plat included a dedication for "Sand Beach Park," an area lying between certain platted lots and Santa Rosa Sound (hereinafter, "Former Sand Beach Park").

6. As determined by the Summary Judgment (as defined in Allegation 15 below) and affirmed by the First District in the Pollak Opinion (as defined in Allegation 16 below), the 1950 Plat was never formally accepted by Defendant or Santa Rosa County.

7. In September 1951, the Casa Blanca Developer re-subdivided Lots 13-21. It did so by having recorded in Plat Book "A", Page 86A, of the public records of Santa Rosa County,

Florida, a Plat for "Casa Blanca Parcel Number Two, Resubdivision Lots 13-21 Including Block 36 " (hereinafter, the "1951 Plat"). A copy of the 1951 Plat is attached hereto as **Exhibit "B"** and incorporated herein.

8. The 1951 Plat was accepted by Santa Rosa, County. The Defendant was later incorporated and, for all purposes of the actions plead herein, is the county's successor-in-interest.

9. The 1951 Plat did not show or make any reference to Former Sand Beach Park. It also did not show Santa Rosa Sound. Instead, the 1951 Plat dedicated two new streets: Eufaula Street and Catawba Street.

10. As platted and dedicated, Catawba Street terminates at the southerly point of the adjacent platted Lots 14A and 15A.

11. Catawba Street, as platted and dedicated, does not extend to the water's edge. It simply extends to the end of Lots 14A and 15A.

12. In creating Catawba and Eufaula Street, the Casa Blanca Developer re-drew the lot lines of several lots from where they had been on the 1950 Plat. In particular, Lots 14 and 15 were adjacent to each other on the 1950 Plat, but on the 1951 Plat these Lots were separated by Catawba Street. The portions south of Eufaula Street were re-numbered as Lots 14A and 15A.

13. On or about September 11, 1962, the Casa Blanca Developer executed and recorded in Official Records Book 45, Page 227, public records of Santa Rosa County, Florida, a Quitclaim Deed, copy of which is attached hereto as **Exhibit "C"** and incorporated herein (the "Sand Beach Quitclaim Deed").

14. Pursuant to the Sand Beach Quitclaim Deed, the Casa Blanca Developer conveyed Former Sand Beach Park to adjacent lot owners, with the limits of each lot owner's

ownership being delineated by extension of the lot lines to the water, together with full riparian rights.

15. Summary final judgment quieting title to Former Sand Beach Park in those Casa Blanca Lot owners whose Lots were adjacent to Former Sand Beach Park was entered on October 25, 1980 in Lewis B. Pollak and Brenda Pollak, husband and wife, et al., Plaintiffs/Counterdefendants, v. Santa Rosa County, Florida, a body politic, and The City of Gulf Breeze, a municipal corporation, Defendants/Counterplaintiffs, and Lathrop M. Witherill and Ruth H. Witherill, husband and wife, et al., Intervenors (Consolidated Cases Nos. 80-C-198, 80-C-250, and 80-C-296), in the Circuit Court in and for Santa Rosa County, Florida, a copy of which is attached hereto as **Exhibit "D"** and incorporated herein (the "Summary Judgment").

16. The Summary Judgment was affirmed on appeal in Santa Rosa County v. Pollak, 418 So. 2d 300 (1st DCA 1982), a copy of which is attached hereto as **Exhibit "E"** and incorporated herein (the "Pollak Opinion").

17. As ordered, the Defendant (the City of Gulf Breeze) has "no rights under the declarations and statements in the plat purporting to dedicate certain land as a park [referring to Former Sand Beach Park], and the defendants, and each of them, are hereby enjoined and restrained from pretending, claiming or asserting, any right, title, or interest in, or claim to, the property above described."

#### **Count I – Quiet Title to Reese Quiet Title Parcel**

18. Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 17, as if fully set forth herein.

19. This is an action in accordance with Section 65.061, Florida Statutes, to quiet and confirm title to the Reese Quiet Title Parcel in Reese.

20. Defendant has heretofore asserted that it has or may have, or persons claiming under Defendant, including, but not limited to, the public have or may have, some interest in the Reese Quiet Title Parcel that is adverse to the fee simple title of Reese therein free and clear of any interests of Defendant and persons claiming under Defendant, including, but not limited to, the public.

21. By virtue of (i) the Quitclaim Deed recorded Official Records Book 383, Page 590, public records of Santa Rosa County, Florida, a copy of which is attached hereto as **Exhibit "F"** and incorporated herein, (ii) the Sand Beach Quitclaim Deed, and (iii) the Summary Judgment and the Pollak Opinion, Reese is, as a matter of law, the fee simple owner of the parcel south of Catawba Street from its centerline to the mean high water line of Santa Rosa Sound. This parcel, along with the lot as platted, is more fully described as follows:

Lot 14A, Block 36, Casablanca Subdivision, Parcel No. 2, a portion of Section 6, Township 3 South, Range 29 West, according to plat recorded in Plat Book "A" at Page 86-A of the public records of Santa Rosa County, Florida.

and

The unplatted parcel of land lying between said Lot 14A as shown on the above-described plat and the waterline and the boundaries of the property of this parcel are: the Southerly boundary line of Lot 14A, the extension of the Easterly and Westerly boundary lines of said Lot 14A to the high water mark and the Southerly boundary line shall be the high water mark of the water. This said land may be more particularly described as lying and being between the Southerly line of said Lot 14A, and the high water mark, and between the extensions of the Easterly and Westerly lot lines to the water, of Lot 14A.

(collectively, the "Reese Existing Parcel").

22. The Reese Existing Parcel is depicted on Exhibit "G" attached hereto and incorporated herein, and the Reese Quiet Title Parcel is depicted on Exhibit "H" attached hereto and incorporated herein.

23. The Reese Existing Parcel abuts and touches the Reese Quiet Title Parcel.

24. Catawba Street ends at a point adjacent to the southeasterly corner of the Reese Existing Parcel or 209 feet from Shoreline Drive. Alternatively described, the southerly boundary of Catawba Street ends at the northerly line of Former Sand Beach Park as shown on the 1950 Plat. In other words, because Former Sand Beach Park was not included or platted in the 1951 Plat, Catawba Street ends at what had been the northerly boundary line of Former Sand Beach Park as shown on the 1950 Plat.

25. The Reese Quiet Title Parcel is that portion of Former Sand Beach Park adjacent to and immediately south of the west half of Catawba Street as shown on the 1951 Plat.

26. Under Florida law, a dedication does not operate as a grant or conveyance of fee title to the dedicated property. Rather, legal title to the property remains with the grantor (and his successor-grantees) while the public takes the beneficial use of the property. In other words, fee title to dedicated property remains in the grantor (and his successor-grantees) while the public acquires only a right of easement in trust, so long as the dedicated land is used for the intended purpose of the dedication. Robbins v. White, 42 So. 841 (Fla. 1907); City of Coral Gables v. Old Cutler Bay Homeowners Corporation, 529 So. 2d 1188 (3d DCA 1988); Florida State Turnpike Authority v. Anhoco Corporation, 107 So. 2d 51 (3d DCA 1959). Absent a contrary showing via a reservation of a reversionary interest, the legal title of the grantor-subdivider in properly dedicated property passes to the grantees of the platted lots that abut the dedicated street. Title to those abutting lots thus extends to the center of the street, subject only

to the public easement. Walker v. Pollack, 74 So. 2d 886 (Fla. 1954), Smith v. Horn, 70 So. 435 (Fla. 1915); New Fort Pierce Hotel Co. v. Phoenix Tax Title Corp., 171 So. 525 (Fla. 1936); United States v. 16.33 Acres of Land in County of Dade, 342 So. 2d 476 (Fla. 1977).

27. Nothing in the 1950 Plat, the 1951 Plat, or any other document or instrument of record evidences any intent of the Casa Blanca Developer to reserve a reversionary interest in Catawba Street. Accordingly, fee title to Catawba Street is owned by the adjacent landowners.

28. The Reese Existing Parcel is adjacent to Catawba Street. Reese owns fee title to the real property lying between the centerline of Catawba Street and the easterly boundary of the Reese Existing Parcel, subject only to the public right-of-way easement as created under the 1951 Plat.

29. The Sand Beach Quitclaim Deed, as confirmed by the Summary Judgment and the Pollak Opinion, operated to convey to the owner of Lot 14A of the Reese Existing Parcel that portion of Former Sand Beach Park lying between an extension of the lot lines owned by such owner, all the way to the water's edge. And because the owner of platted Lot 14A (the Reese Existing Parcel) also owns fee title to the property between the centerline of Catawba Street and the easterly boundary of the Reese Existing Parcel, the Sand Beach Quitclaim Deed operated as a matter of law to convey to the owner of the Reese Existing Parcel, fee title to the Reese Quiet Title Parcel.

30. The Summary Judgment and the Pollak Opinion made clear that there were no public easements or other rights of way associated with Former Sand Beach Park. To again quote from the Summary Judgment, Defendant has "no rights under the declarations and statements in the plat purporting to dedicate certain land as a park [referring to Former Sand Beach Park], and the defendants, and each of them, are hereby enjoined and restrained from

pretending, claiming or asserting, any right, title, or interest in, or claim to, the property above described." Accordingly, Defendant has no rights whatsoever, including no public dedicated right of way or easement, over the Reese Quiet Title Parcel which was shown in the 1950 Plat as part of the Former Sand Beach Park.

WHEREFORE, Plaintiff Reese respectfully requests this Court grant the following relief

(a) For judgment against Defendant, and all persons claiming under Defendant, including, but not limited to, the public, removing any clouds from the Reese Quiet Title Parcel and quieting the title thereto in Reese in fee simple, free and clear of any easements, rights-of-way, estates, liens, or other interest in or to the Reese Quiet Title Parcel in favor of Defendant, and all persons claiming through or under Defendant, including, but not limited to, the public;

(b) That all adverse claims to the Reese Quiet Title Parcel be determined by a decree of this Court;

(c) That such decree permanently enjoin Defendant, and all persons claiming under Defendant, including, but not limited to, the public, from asserting any adverse claim to the Reese Quiet Title Parcel;

(d) For costs of this action; and

(e) For such other and further relief the Court deems reasonable and equitable.

**Count II – Declaratory Relief as to Reese Quiet Title Parcel**

31. Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 17 and 20 – 30, as if fully set forth herein.

32. This is an action for declaratory relief in accordance with Chapter 86, Florida Statutes.

33. Reese is in doubt as to the quality of interest Reese owns in the Reese Quiet Title Parcel.

WHEREFORE, Plaintiff Reese respectfully requests this Court grant the following relief:

(a) That all adverse claims to the Reese Quiet Title Parcel be determined by a decree of this Court;

(b) That such decree declare and adjudge that Reese owns the Reese Quiet Title Parcel in fee simple, and is entitled to the quiet and peaceful possession of the Reese Quiet Title Parcel; and that Defendant, and all persons claiming through or under Defendant, including, but not limited to, the public, have no easements, rights-of-way, estates, liens, or other interest in or to the Reese Quiet Title Parcel;

(c) That such decree permanently enjoin Defendant, and all persons claiming under Defendant, including, but not limited to, the public, from asserting any adverse claim to the Reese Quiet Title Parcel;

(d) For costs of this action; and

(e) For such other and further relief the Court deems reasonable and equitable.

**Count III – Quiet Title to Peters Quiet Title Parcel**

34. Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 17 and 26, as if fully set forth herein.

35. This is an action in accordance with Section 65.061, Florida Statutes, to quiet and confirm title to the Peters Quiet Title Parcel in Peters.

36. Defendant has heretofore asserted that it has or may have, or persons claiming under Defendant, including, but not limited to, the public have or may have, some interest in the Peters Quiet Title Parcel that is adverse to the fee simple title of Peters therein free and clear of any interests of Defendant and persons claiming under Defendant, including, but not limited to, the public.

37. By virtue of (i) the certain Warranty Deed recorded Official Records Book 3040, Page 1156, public records of Santa Rosa County, Florida, a copy of which is attached hereto as **Exhibit "I"** and incorporated herein, (ii) the Sand Beach Quitclaim Deed, and (iii) the Summary Judgment and the Pollak Opinion, Peters is, as a matter of law, the fee simple owner of the parcel south of Catawba Street from its centerline to the mean high water line of Santa Rosa Sound. This parcel, along with the lot as platted, is more fully described as follows:

Lot 15A, Block 36, Casablanca Subdivision, Parcel No. 2, a portion of Section 6, Township 3 South, Range 29 West, according to plat recorded in Plat Book "A" at Page 86-A of the public records of Santa Rosa County, Florida.

and

The unplatted parcel of land lying between said Lot 15A as shown on the above-described plat and the waterline and the boundaries of the property of this parcel are: the Southerly boundary line of Lot 15A, the extension of the Easterly and Westerly boundary lines of said Lot 15A to the high water mark and the Southerly boundary line shall be the high water mark of the water. This said land may be more particularly described as lying and being between the Southerly line of said Lot 15A, and the high water mark, and between the extensions of the Easterly and Westerly lot lines to the water, of Lot 15A.

(collectively, the "Peters Existing Parcel").

38. The Peters Existing Parcel is depicted on **Exhibit "J"** attached hereto and incorporated herein, and the Peters Quiet Title Parcel is depicted on **Exhibit "K"** attached hereto and incorporated herein.

39. The Peters Existing Parcel abuts and touches the Peters Quiet Title Parcel.

40. Catawba Street ends at a point adjacent to the southwesterly corner of the Peters Existing Parcel or 209 feet from Shoreline Drive. Alternatively described, the southerly boundary of Catawba Street ends at the northerly line of Former Sand Beach Park as shown on the 1950 Plat. In other words, because Former Sand Beach Park was not included or platted in the 1951 Plat, Catawba Street ends at what had been the northerly boundary line of Former Sand Beach Park as shown on the 1950 Plat.

41. The Peters Quiet Title Parcel is that portion of Former Sand Beach Park adjacent to and immediately south of the east half of Catawba Street as shown on the 1951 Plat.

42. The Peters Existing Parcel is adjacent to Catawba Street. Nothing in the 1950 Plat, the 1951 Plat, or any other document or instrument of record evidences a showing that Casa Blanca Developer intended to reserve a reversionary interest in Catawba Street. Accordingly, fee title to Catawba Street is owned by the adjacent landowners and thus Peters owns fee title to the real property lying between the centerline of Catawba Street and the westerly boundary of the Peters Existing Parcel, subject only to the public right-of-way easement created under the 1951 Plat.

43. The Sand Beach Quitclaim Deed, as confirmed by the Summary Judgment and the Pollak Opinion, operated to convey to the owner of Lot 15A of the Peters Existing Parcel that portion of Former Sand Beach Park lying between an extension of the lot lines owned by such owner, all the way to the water's edge. Because the owner of platted Lot 15A of the Peters

Existing Parcel also owns fee title to the property between the centerline of Catawba Street and the westerly boundary of the Peters Existing Parcel, the Sand Beach Quitclaim Deed operated to convey to the owner of the Peters Existing Parcel, fee title to the Peters Quiet Title Parcel.

44. The Summary Judgment and the Pollak Opinion made clear that there were no public easements or other rights of way associated with Former Sand Beach Park. To again quote from the Summary Judgment, Defendant has "no rights under the declarations and statements in the plat purporting to dedicate certain land as a park [referring to Former Sand Beach Park], and the defendants, and each of them, are hereby enjoined and restrained from pretending, claiming or asserting, any right, title, or interest in, or claim to, the property above described." Accordingly, Defendant has no rights whatsoever, including no public dedicated right of way or easement, over that portion of Former Sand Beach Park that consists of the Peters Quiet Title Parcel.

WHEREFORE, Plaintiff Peters respectfully requests this Court grant the following relief:

(a) For judgment against Defendant, and all persons claiming under Defendant, including, but not limited to, the public, removing any clouds from the Peters Quiet Title Parcel and quieting the title thereto in Peters in fee simple, free and clear of any easements, rights-of-way, estates, liens, or other interest in or to the Peters Quiet Title Parcel in favor of Defendant, and all persons claiming through or under Defendant, including, but not limited to, the public;

(b) That all adverse claims to the Peters Quiet Title Parcel be determined by a decree of this Court;

(c) That said decree permanently enjoin Defendant, and all persons claiming under Defendant, including, but not limited to, the public, from asserting any adverse claim to the Peters Quiet Title Parcel;

(d) For costs of this action; and

(e) For such other and further relief the Court deems reasonable and equitable.

**Count IV – Declaratory Relief as to Peters Quiet Title Parcel**

45. Plaintiffs hereby incorporate and re-allege Paragraphs 1 – 17, inclusive, 26, and 36 – 44, inclusive, as if fully set forth herein.

46. This is an action for declaratory relief in accordance with Chapter 86, Florida Statutes.

47. Peters is in doubt as to the quality of interest Peters owns in the Peters Quiet Title Parcel.

WHEREFORE, Plaintiff Peters respectfully requests this Court grant the following relief:

(a) That all adverse claims to the Peters Quiet Title Parcel be determined by a decree of this Court;

(b) That said decree declare and adjudge that Peters owns the Peters Quiet Title Parcel in fee simple, and is entitled to the quiet and peaceful possession of the Peters Quiet Title Parcel; and that Defendant, and all persons claiming through or under Defendant, including, but not limited to, the public, have no easements, rights-of-way, estates, liens, or other interest in or to the Peters Quiet Title Parcel;

(c) That said decree permanently enjoin Defendant, and all persons claiming under Defendant, including, but not limited to, the public, from asserting any adverse claim to the Peters Quiet Title Parcel;

- (d) For costs of this action; and
- (e) For such other and further relief the Court deems reasonable and equitable.

#### Count V – Injunctions

48. Plaintiffs hereby incorporate and re-allege Paragraphs 1 -- 47, as if fully set forth herein.

49. The Summary Judgment stated that Defendant has "no rights under the declarations and statements in the plat purporting to dedicate certain land as a park [referring to Former Sand Beach Park], and the defendants, and each of them, are hereby enjoined and restrained from pretending, claiming or asserting, any right, title, or interest in, or claim to, the property above described." (emphasis added).

50. Defendant has repeatedly failed to prevent the public from accessing and using the Former Sand Beach Park area, and such failure amounts to a direct or indirect claim or assertion that it or the public has a right, title, or interest in the Former Sand Beach Park area, in violation of the injunction contained in the Summary Judgment.

51. As a result of Defendant's failure to prevent the public from accessing and using the Former Sand Beach Park area, members of the public have repeatedly and continually trespassed upon both the Reese Existing Parcel and the Peters Existing Parcel, and in connection with such trespassing have, among other things, discarded trash, left animal waste, damaged and picked vegetation, accessed docks owned exclusively by Reese and Peters, and verbally abused Reese and Peters while wrongfully asserting their right to traverse the Reese Existing Parcel, the Peters Existing Parcel, and the Former Sand Beach Park area.

WHEREFORE, Plaintiffs Reese and Peters respectfully requests this Court grant the following relief:

(a) That Defendant be permanently enjoined from further violations of the Summary Judgment;

(b) That Defendant, in order to be deemed in compliance with the Summary Judgment and the other relief requested in this action, be ordered to post, maintain, repair and replace large and prominent signs at the end of the public right-of-way of Catawba Street stating in clear lettering that "BEYOND THIS POINT IS PRIVATE PROPERTY/THE PUBLIC MAY NOT GO BEYOND THIS POINT/NO PUBLIC BEACH ACCESS IS ALLOWED HERE/VIOLATORS WILL BE SUBJECT TO CRIMINAL AND CIVIL PROSECUTION FOR TRESPASSING ONTO PRIVATE PROPERTY" or words to similar effect;

(c) For costs of this action; and

(d) For such other and further relief the Court deems reasonable and equitable.

Dated this 12<sup>th</sup> day of July, 2013.

  
**WILLIAM J. DUNAWAY**  
Florida Bar No. 0021620  
Primary E-mail: [wdunaway@cphlaw.com](mailto:wdunaway@cphlaw.com)  
Secondary E-mail: [hturman@cphlaw.com](mailto:hturman@cphlaw.com)  
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