

**GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA**

SEPTEMBER 17, 2013
TUESDAY, 6:30 P.M.
COUNCIL CHAMBERS

*REMINDER: THIS MEETING HAS BEEN RESCHEDULED TO COMPLY WITH TRUTH IN
MILLAGE REQUIREMENTS*

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Proclamation Declaring September 19, 2013, "Drive 4 Pledges Day"

SPECIAL MEETING: PUBLIC HEARING REGARDING:

- | | |
|--|---|
| A. Resolution No. 17-13: | Resolution Establishing a Final Millage Rate of 1.9723 |
| Resolution No. 18-13: | Resolution Adopting a Final Budget for Fiscal Year 2014 |
| B. Application for Community Development Block Grant: | Resolution No. 19-13 Approving Application for a Community Development Block Grant |
4. Approval of Minutes of September 4, 2013 (Regular Meeting)
Approval of Minutes of September 4, 2013 (Community Redevelopment Agency)
 5. Resolution No. 20-13: Resolution Approving the Renewal of the Memorandum of Understanding with FDOT for Maintenance of Highway 98 Median
 6. **CONSENT AGENDA ITEMS:***
 - A. Discussion and Action Regarding Eagle Scout Connor Harris, Proposed Project
 - B. Discussion and Action Regarding Special Event Application for "Bras Across the Bridge"
 - C. Discussion and Action regarding Purchase of Rye Grass Seed for the Tiger Point Golf and Country Club
 - D. Discussion and Action Regarding Lime Application for the Tiger Point Golf and Country Club

- E. Discussion and Action Regarding National Junior College Athletic Association Division I National Softball Championships
- F. Discussion and Action Regarding Letter of Credit, Fairpoint Regional Utility System
- G. Discussion and Action Regarding Designation of Code Enforcement Staff as Parking Enforcement Officers
- H. Discussion and Action Regarding Offer for 801 Gulf Breeze Parkway
- I. Discussion and Action Regarding Handgun Flash Light

***These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Revised Proposal – New On-Course Restrooms at Tiger Point
 - B. Discussion and Action Regarding Grading and Erosion Control – Community Center
 - C. Discussion and Action Regarding Request for Overnight Camp Out – Boy Scout Troop 417
 - D. Discussion and Action Regarding Refinancing of Coastal Bank Loan
(Information will be provided to you before the September 17, 2013, Regular meeting)
-
- 7. New Business
 - 8. Open Forum
 - 9. Adjournment

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 the recognition from the Chair.



City of Gulf Breeze

PROCLAMATION

Drive 4 Pledges Day

WHEREAS, The City of Gulf Breeze holds the health and safety of its teenagers and adults as a chief concern; and

WHEREAS, through ItCanWait.com, Facebook, text-to-pledge, tweet-to-pledge and events, more than 1.8 million people have committed to never text and drive; and

WHEREAS, 98 percent of American commuters know sending a text or email while driving is not safe; and

WHEREAS, nearly 50 percent of commuters text while behind the wheel; and

WHEREAS, more than 40 percent of commuters who text while driving reported the activity as being a habit; and

WHEREAS, a driver that sends a text message while driving not only jeopardizes his or her safety, but also the safety of passengers, pedestrians, and other drivers.

NOW, THEREFORE, BE IT PROCLAIMED, I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, do hereby declare September 19, 2013 to be

Drive 4 Pledges Day – September 19, 2013

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this 11th day of September, 2013.

Leslie Guyer, City Clerk

Beverly H. Zimmern, Mayor

proclamation

1 message

WALKER, RAYMOND E <rw493d@att.com>

Tue, Sep 10, 2013 at 4:23 PM

To: "eaeddy@gulfbreezefl.gov" <eaeddy@gulfbreezefl.gov>

Buzz,

I was sending a message from my Ipad today and realized it was not sending properly, I wanted to make sure you got the proclamation that I talked to you about.

Ray Walker

Regional Director - External Affairs

AT&T Florida

T: (850) 436-7744

M: (850) 624-5566

F: (850) 436-1869

E: raymond.walker@att.com

605 W. Garden St.

Pensacola, FL 32502

.STOP texting while driving! Take the pledge at itcanwait.com

"This e-mail and any files transmitted with it are AT&T property, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited."



Texting_and_Driving_Proclamation[1].doc

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RESOLUTION NO. 17-13

**A RESOLUTION LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF
GULF BREEZE FOR 2013; PROVIDING AN
EFFECTIVE DATE.**

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

SECTION 1:

An ad valorem tax of 1.9723 mills is levied for 2013 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2013 ad valorem tax rate of 1.9723 mills constitutes a 6.49% increase from the Rolled-Back Rate (1.852) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

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

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk

RESOLUTION NO. 18-13

A RESOLUTION TO BE ENTITLED:

A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION 1:

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

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

That there is estimated that there will be received and available for appropriation for the Fiscal Year beginning October 1, 2013, the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2013, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2013, and such transfers are hereby authorized as set forth herein:

Revenues:	General Fund	Urban Core Redevel	GB Financial	Natural Gas Fund	SSRUS Fund	Tiger Point Golf	Solid Waste Fund	Water & Sewer Fund	Stormwater Fund	Traffic Citation Fund
Taxes	2,556,650	745,202								
Licenses Fees & Permits	12,500									
Intergovernmental Rever	598,995									
Charges for Services	284,300		700,317	2,219,200	4,130,424	1,654,660	561,000	1,948,000	207,600	660,000
Fines & Forfeits	187,363									
Miscellaneous Revenues	231,300		247,000	8,000	454,837	264,209		28,500		
Other Sources	2,135,621		947,317	2,227,200	4,812,818	2,014,980	561,000	178,359	22,554	39,000
TOTAL:	6,006,729	745,202	947,317	2,227,200	4,812,818	2,014,980	561,000	2,154,859	230,154	699,000
										20,399,259

SUMMARY OF PROPOSED FUND TRANSFERS

FISCAL YEAR 2013-2014

REIMBURSEMENTS: For Internal Services

FROM:

TO:

Solid Waste	General Fund	\$ 78,844
Water Utility Services	General Fund	\$ 131,121
Sewer Utility Services	General Fund	\$ 86,421
Natural Gas Utility Services	General Fund	\$ 191,622
South Santa Rosa Utility System	General Fund	\$ 270,821
Stormwater	General Fund	\$ 15,993
Red Light Camera	General Fund	\$ 75,000
Natural Gas Loan	General Fund	\$ 208,469
		\$ 1,058,296

CONTRIBUTIONS:

FROM:

TO:

Gulf Breeze Financial Services	General Fund	\$ 500,000
Capital Trust Agency	General Fund	\$ 325,000
		\$ 825,000

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 17th day of September, 2013.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk

RESOLUTION NO. 19-13

A RESOLUTION TO BE ENTITLED:

A RESOLUTION AUTHORIZING CITY OF GULF BREEZE CITY COUNCIL, A MUNICIPAL CORPORATION AUTHORIZING THE CHIEF ELECTED OFFICIAL TO MAKE APPLICATION TO THE STATE OF FLORIDA, DEPARTMENT OF ECONOMIC OPPORTUNITY, SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT, FY 2013; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

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

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

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

SECTION 1. That the Small Cities Community Development Block Grant (CDBG) program is declared to be a workable program for providing needed physical improvements to benefit the low-to-moderate income residents indicated in the FY 2013 CDBG application.

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

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

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

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

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

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

DULY ADOPTED in regular session this ____ day of _____, 2013 .

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

The 1,231st regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Wednesday, September 4, 2013, at 6:30 p.m. (*The meeting was held on Wednesday due to the Federal Holiday and TRIM Requirements*)

Upon call of the roll the following Councilmen were present: Councilwoman Cherry Fitch, Mayor Pro Tem J. B. Schluter, Councilman Joseph Henderson, and Councilman David G. Landfair. Mayor Beverly H. Zimmern was out on holiday.

SPECIAL MEETING: PUBLIC HEARING REGARDING:

**RESOLUTION NO. 13-13: RESOLUTION TENTATIVE LEVYING AN
AD VALOREM PROPERTY TAX**

Councilman Henderson moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was 4-0.

**RESOLUTION NO. 14-13: RESOLUTION TENTATIVELY ADOPTING A
BUDGET FOR THE CITY FOR THE FISCAL
YEAR 2014**

Councilwoman Fitch moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was 4-0.

APPROVAL OF MINUTES:

Councilman Landfair moved for approval of the minutes for the regular meeting held on Monday, August 19, 2013. Councilman Henderson seconded. The vote for approval was 4-0.

**ORDINANCE NO. 05-13: ORDINANCE REGARDING FRONT YARD PARKING AND
CREATING SECTION 18-78 OF THE CODE OF
ORDINANCES.**

SECOND READING AND PUBLIC HEARING

Councilman Landfair made a motion that the matter be decided by referendum. The motion did not receive a second.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

Councilman Henderson moved for approval of the Ordinance. Councilwoman Fitch seconded. The vote for approval was 3-1. (Councilman Landfair)

RESOLUTON NO. 16-13: RESOLUTION APPROVING A PLAN OF FINANCE FOR ACQUISITION AND RENOVATION OF LOW INCOME HOUSING FACILITY BY ELDERLY HOUSING, DEVELOPMENT AND OPERATIONS CORPORATION AND AUTHORIZING ISSUANCE OF UP TO \$10,000,000 IN CAPITAL TRUST AGENCY BONDS.

Councilman Landfair moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was 4-0.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

That the City Council approve the following Consent Agenda Items: A, B, C, D, E, F, G, AND I:

A. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD RECOMMENDATIONS:

Reference: DRB Minutes of August 20, 2013

1. Richard Henley and Susan Davis – 70 N. Park Ave, Easton, CT
Request to construct a retaining wall at 738 Peake's Point
2. Clark and Cynthia Pollitt, 210 Pine Tree, Gulf Breeze
Request to install a seawall and construct a dock and boathouse

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE PROJECTS AS SUBMITTED.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

- B. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION FROM GULF BREEZE AREA CHAMBER OF COMMERCE.

Reference: Deputy Chief of Police memo dated August 15, 2013

THAT THE CITY COUNCIL APPROVE THE GULF BREEZE CHAMBER OF COMMERCE EXPO REQUEST.

- C. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDATIONS.

Reference: Assistant Director of Public Services memo dated August 19, 2103

1. RATE STUDY POLICIES

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT POLICIES A THROUGH H FOR THE SOUTH SANTA ROSA UTILITY SYSTEM AS SHOWN IN THE MEMO DATED AUGUST 8, 2013, FROM ASSISTANT DIRECTOR OF PUBLIC SERVICES.

2. CONSUMPTIVE USE PERMIT

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE ADDITIONAL FEE OF \$5,000 FOR BASKERVILLE-DONOVAN, INC., FOR SERVICES RELATED TO CONSUMPTIVE USE PERMITTING OF THE GOLF COURSE WELLS, INCLUDING AN ADDITIONAL WELL AND COMBINING THE UTILITY AND GOLF COURSE PERMITS.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

3. CLAY CIRCLE DEVELOPER REQUEST

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE UTILITY TO REIMBURSE THE DEVELOPER FOR THE DESIGN AND SURVEYING COSTS NOT TO EXCEED \$14,500 FOR THE BERGREN ROAD FORCEMAIN.

4. INSERTA VALVE DEMO

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE INSTALLATION OF AN INSERTA VALVE FOR \$15,500 BY BROWN CONSTRUCTION OF NORTHWEST FLORIDA, INC.

D. SUBJECT: DISCUSSION AND ACTION REGARDING HARRIS-INMAN DOCK REQUEST.

Reference: Assistant Director of Public Services memo dated August 20, 2013.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE CONSTRUCTION OF THE DOCK IN ACCORDANCE WITH THE SUBMITTAL ATTACHED TO THE MEMO AND UPON RECEIPT BY THE CITY OF COPIES OF THE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ARMY CORPS OF ENGINEERS PERMIT ISSUED TO MR. HARRIS-INMAN.

E. SUBJECT: DISCUSSION AND ACTION REGARDING 801 GULF BREEZE PARKWAY

Reference: Assistant Director of Public Services memo dated August 20, 2013.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE OFFER FOR THE PROPERTY AT 801 GULF BREEZE PARKWAY AND THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON WEDNESDAY, SEPTEMBER 4, 2013, TO APPROVE THE PORTION OF THE FUNDS FOR THE CRA DISTRICT.

- F. SUBJECT: DISCUSSION AND ACTION REGARDING CANCELATION OF AWARD OF BID TO EARTHLINK.**

Reference: City Manager memo dated August 23, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL FORMALLY CANCEL THE AWARD OF BID TO EARTHLINK FOR TELECOMMUNICATION SERVICES.

- G. SUBJECT: DISCUSSION AND ACTION REGARDING APPROVAL OF MUNICIPAL COSTS FOR RED LIGHT CAMERA HEARING.**

Reference: City Manager memo dated August 21, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A MUNICIPAL COST OF \$250 FOR VIOLATORS ADJUDICATED GUILTY AFTER HEARING OF RED LIGHT CAMERA VIOLATIONS.

- H. SUBJECT: DISCUSSION AND ACTION REGARDING RENEWAL OF CITY EMPLOYEE HEALTH INSURANCE PLAN**

Reference: City Manager memo dated August 23, 2013

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE BLUE CROSS BLUE SHIELD PLAN 60 AS THE HEALTH PLAN FOR CITY EMPLOYEES WITH BUNDLED SUPPLEMENTARY INSURANCE.

I. SUBJECT: DISCUSSION AND ACTION REGARDING GULF COAST SUSTAINABLE LIVING CENTER

Reference: Assistant Director of Public Services memo dated August 20, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING, PENDING CITY ATTORNEY AND STAFF COMMENTS.

Councilman Landfair moved for approval of Consent Agenda Items A, B, C, D, E, F, G, H, and I. Councilman Henderson seconded. The vote for approval was 4-0.

ACTION AGENDA ITEM:

A. DISCUSSION AND ACTION REGARDING TEMPORARY LEASE PROPERTY ON BERGREN ROAD.

Reference: City Manager memo dated August 22, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE TEMPORARY LEASE AGREEMENT WITH SANTA ROSA COUNTY FOR TEMPORARY USE OF THE CITY'S BERGREN ROAD PROPERTY AS A HURRICANE DEBRIS STORAGE SITE.

Councilman Henderson moved for approval of staffs recommendation pending approval of the lease by the City Attorney. Councilman Landfair seconded. The vote for approval was 4-0.

MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

NEW BUSINESS:

**A. DISCUSSION AND ACTION REGARDING SPONSORSHIP OF
MOTHERS' AGAINST DRUNK DRIVERS (MADD) 5K RUN/WALK
EVENT ON SEPTEMBER 7, 2013.**

Reference: Chief of Police Memo dated September 3, 2013. Verbal Report by City Manager.

RECOMMENDATION:

**THAT THE CITY COUNCIL APPROVE THE DONATION/SPONSORSHIP TO
MADD FOR THE SUM OF \$1,000 AND THAT THE FUNDS BE PAID OUT OF
THE FORFEITURE ACCOUNT.**

Councilman Landfair moved for approval of staffs recommendation. Councilman Henderson seconded. The vote for approval was 4-0.

OPEN FORUM:

The following individuals spoke during the Public Hearing for Ordinance 05-13:

Mr. Jim Cox, 423 Willamsburg Drive, spoke in favor of the proposed Ordinance 05-13

Mr. Tom Brown, 125 Norwich Drive, expressed his concerns regarding private property rights.

The Mayor Pro-Tem suspended the meeting at 6:48 p.m. for the Council to meet as the Community Redevelopment Agency. The Mayor Pro-Tem reconvened the meeting at 6:51 p.m.

ADJOURNMENT: The Mayor Pro Tem adjourned the meeting at 6:51 p.m.

City Clerk

Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Monday, September 4, 2013, at 6:48p.m.

The following members were present: Councilwoman Cherry Fitch, Councilman David G. Landfair, Councilman Joseph Henderson, and Mayor Pro Tem J. B. Schluter. Mayor Zimmern was not present.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following

**A. SUBJECT: DISCUSSION AND ACTION REGARDING OFFER FOR
801 GULF BREEZE PARKWAY.**

Reference: Assistant Director of Public Services memo dated August 20, 2013.

RECOMMENDATION:

**THAT THE CITY COUNCIL APPROVE THE OFFER FOR THE PROPERTY AT 801
GULF BREEZE PARKWAY.**

Councilman Landfair moved for approval. Councilwoman Fitch seconded. The vote for approval was 4 - 0. The property must receive a clear report before purchase.

Councilman Henderson requested that staff begin working on a Landscape Plan for the property.

ADJOURNMENT:

The Mayor adjourned the meeting at 6:51 p.m.

CITY CLERK

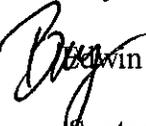
MAYOR



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : September 6, 2013

Subject: Presentation of Master Plan to Florida Department of Transportation

Now that we have a carefully prepared, detailed Master Plan with regard to the landfall of the new bridge across Pensacola Bay, as well as traffic improvements through the City, we need to meet with FDOT and other appropriate consultants to advocate for the implementation of the City's plans.

Staff, our consultants, and the Mayor have been invited to a meeting with FDOT on September 10, 2013, to begin these discussions. The FDOT consultants, Reynolds, Smith and Hills, will also be present. More detailed discussions will follow.

We do not have an additional scope of work with VHB MillerSellen to cover these meetings and follow-up. We can compensate them per the hourly rates in the Master Plan work with an estimated not to exceed budget for tracking purposes. We believe the meetings and follow-up to the various requests for information and documentation will require a budget of \$40,000.00. It is appropriate to fund this request from Community Redevelopment Agency funds.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET ON TUESDAY, SEPTEMBER 17, 2013, AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE A BUDGET OF \$40,000.00 FOR CONSULTING SUPPORT BY VHB MILLERSELLEN ASSOCIATED WITH IMPLEMENTATION OF THE MASTER PLAN.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager
From: Leslie Guyer, City Clerk 
Date: 09/13/13
Subject: Memorandum of Agreement with FDOT

The City has received the renewal Memorandum of Agreement from FDOT on certain services on U.S. Hwy 98 from Pensacola Bay Bridge to the City limits at the east end of the Live Oak National Seashore Park. The new MOA reflects the following changes:

1. The new MOA has been prepared to be executed as a 3 year contract with no renewals. The past contracts have been executed for one year.
2. The new contract year will be effective October 1st through September 30th. In the past the contract dates were July 1st to June 30th of each year.
3. The annual reimbursement rate for the contracted services has decreased from \$38,790.56 annually to \$24,517.76 annually.

Upon receipt of the new MOA the City contacted the FDOT regarding the revenue decrease and requested an additional 12 months at the current contract rates as the budget for Fiscal Year 2014 had already been completed. FDOT has granted the City another 12 months at the current contract rate of \$38,790.56. The new decreased annual rate of \$24,517.76 will become effective October 1, 2014 through September 30, 2016.

I have attached the new Memorandum of Agreement and Resolution 20-13 for the Councils Approval.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 20-13 APPROVING THE MEMORANDUM OF AGREEMENT FOR THE PERIOD OCTOBER 1ST THROUGH SEPTEMBER 30, 2014 FOR THE MAINTENANCE OF U.S. HIGHWAY 98 AND AUTHORIZING THE MAYOR TO ENTER INTO A MAINTENANCE OF AGREEMENT BETWEEN THE CITY OF GULF BREEZE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Highway 98 - Annual Contract Maintenance Costs and Historical Reimbursement

DATE: September 12, 2013

Annual Contract Maintenance Costs

3 Mile Bridge to Andrew Jackson Tr. / Daniel Dr. to eastern City Limits - Hepworth Landscape -	\$51,200
Andrew Jackson Tr. To Daniel Dr. - Hepworth Landscape -	31,116
Naval Live Oaks National Seashore - Executive Landscape -	17,880
Curb Sweeping - Supervac -	7,650
Fertilizer, Insecticide, Pesticide - Lawn Master -	<u>3,077</u>
Annual Total -	\$110,923

Note: A separate contract exists for the care of the medians within Route 399, the cost of which is shared equally by Gulf Breeze and Escambia County. Route 399 and this contract are not eligible for FDOT reimbursement. - Hepworth Landscape - \$27,400

Historical Reimbursement

2004 - FDOT - \$60,291

2008 - VMS - \$46,204

2011 - FDOT - \$38,790

2013 - FDOT - \$24,517



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1074 Highway 90
Chipley, Florida 32428

ANANTH PRASAD, P.E.
SECRETARY

September 9, 2013

Ms. Marita Rhodes, City Clerk
City of Gulf Breeze
800 Shoreline Drive
Gulf Breeze, Florida 32561



RE: Memorandum of Agreement with City of Gulf Breeze

Dear Ms. Rhodes:

Enclosed are four (4) originals of a Memorandum of Agreement (MOA) between the City of Gulf Breeze and the Florida Department of Transportation. If your City desires to enter into this agreement with the Department, please execute and seal each original and return all copies to this office along with the corresponding Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please note that the unit costs associated with various routine maintenance activities reflect for the most part a decrease in the funding levels provided by previous MOAs. The following unit costs will be utilized as applicable for this MOA:

- Activity No. 471 - Mowing, Regular/Large Machine - \$15.76 / acre
- Activity No. 482 - Slope Mowing - \$80.89 / acre
- Activity No. 484 - Intermediate Machine Mowing - \$53.44 / acre
- Activity No. 485 - Small Machine Mowing - \$65.71 / acre
- Activity No. 541 - Litter Removal - \$7.27 / acre
- Activity No. 543 - Roadsweeping (Mechanical) - \$33.83 / curb mile
- Activity No. 545 - Edging and Sweeping - \$137.36 / edge mile
- Activity No. 493 - Landscaping - \$532.40 / acre

The above unit costs are reflective of the actual State Fiscal Year 2013/2014 budget to be received by the District Three Maintenance Office for these respective items. Additionally, in lieu of the traditional MOA format that has included an initial one-year term (with two one-year renewals), you will note that the attached MOAs have been prepared to be executed as a 3-year contract with no renewals. Based on your current workload and the above prices the annual payment associated with this MOA will be **\$24,517.76**.

Please return your executed agreements to the District Three Maintenance Office by close of business September 24, 2013. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible. In the event that your municipality

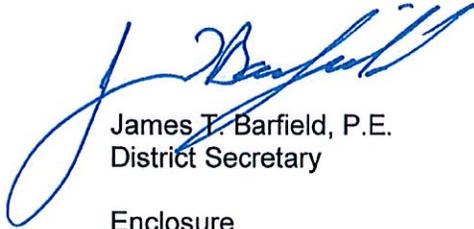
September 9, 2013

Page 2

determines that it cannot perform the subject work at the reduced rates, while at the same time providing the same level and quality of service, the Department will rebid the associated work.

We appreciate your assistance in the preparation and execution of this agreement. When final execution is accomplished, a copy will be forwarded to you for your records. If you have any questions, please feel free to call Thalon Hobbs, District Maintenance Contracts Administrator toll-free at 1-888-638-0250, extension 1727 or via e-mail at thalon.hobbs@dot.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "James T. Barfield". The signature is fluid and cursive, with a large initial "J" and "B".

James T. Barfield, P.E.
District Secretary

Enclosure

cc: Mr. Steve Hunt, Ms. Meshelle England, Ms. Dustie Moss

CONTRACT NO. _____
FINANCIAL PROJECT NO. 42378217859
F.E.I.D. NO. 590948304001

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Gulf Breeze, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Road 98) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

WHEREAS, the City is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping and litter removal.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.," and

WHEREAS, the City by Resolution No. _____ dated _____, 2013, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The City shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
 - B. Edging and sweeping to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.
 - D. Sweeping along all curbs including median and outside curbs.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Marita Rhodes, City Clerk, 800 Shoreline Drive, Gulf Breeze, Florida 32561) to place said City, on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
 - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
 - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$ 6,129.44 per quarter for a total sum of \$ 24,517.76 per year.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
 - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
 - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
 - (c) By either party following sixty (60) calendar days written notice.
 - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2013 and continues thru September 30, 2016.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1)

dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
12. City:
 - (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and
 - (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF GULF BREEZE

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
NAME: _____
TITLE: _____
DATE: _____

BY: _____
District Secretary for District Three
DATE: _____

ATTEST: _____ (Seal)

ATTEST: _____ (Seal)
Executive Secretary

LEGAL REVIEW:

Office of the General Counsel

EXHIBIT "A"
THE CITY OF GULF BREEZE
BASIS OF ESTIMATE

SITES:

1. Hwy. 98 from (M.P.0.000) Escambia County Line, Pensacola Bay Bridge to (M.P.4.441) Gulf Breeze City Limits – Past Live Oak National Seashore Park

COST ESTIMATE FOR ONE YEAR

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-1	471	LARGE MACHINE MOWING	33.356 AC.	\$ 15.76	7	\$ 3,679.83
E104-4-2	482	SLOPE MOWING	1.200 AC.	\$80.89	7	\$ 679.48
E104-4-4	484	INTERMEDIATE MOWING	4.256 AC	\$ 53.44	7	\$ 1,592.08
E110-30	541	LITTER REMOVAL	72.411 AC.	\$ 7.27	12	\$ 6,317.14
E110-31	543	MECHANICAL SWEEPING	7.017 PM	\$ 33.83	12	\$ 2,848.62
E110-32-1	545	EDGING AND SWEEPING	10.239 PM	\$137.36	3	\$ 4,219.29
E580-3-2	493	LANDSCAPE AREA MAINT.	0.811 AC.	\$532.40	12	\$ 5,181.32
GRAND TOTAL						\$ 24,517.76

(QUARTERLY \$6,129.44)

(TOTAL COST FOR THREE YEARS \$73,553.28)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AQA40 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 42378217819
County(ies): Santa Rosa

This Agreement made and entered into this day of July, 2012, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Gulf Breeze hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 1st day of July 2011 entered into an Agreement whereby the Department retained the Contractor to perform roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping and litter removal ; and
(This date to be entered by DOT only)

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of July, 2012 and ending the 30th day of June, 2013 at a cost of \$ 38,790.56

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Gulf Breeze
Name of Contractor Beverly H. Zimmer
Beverly H. Zimmer, Mayor
Contractor Name and Title
BY: Beverly H. Zimmer
Authorized Signature

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BY: _____
District Secretary or Designee (Signature)
Title: _____

Name of Surety (SEAL)

City State

Legal: _____
Fiscal: _____
Approval as to Availability of Funds

By: _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)

Countersigned: _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature)



EXHIBIT "A"
THE CITY OF GULF BREEZE
MEMORANDUM OF AGREEMENT

NEW

SITES:

- Site 1 – Hwy 98 from M.P. 0.000 (Escambia County Line, Pensacola Bay Bridge) to M.P. 4.441 (Gulf Breeze City Limits – Past Live Oak National Seashore Park)

BASIS OF COST ESTIMATE

PAY ITEM No.	ACTIVITY	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-1	471	LARGE MACHINE MOWING	33.356 AC.	\$ 15.00	7	\$ 3,502.38
E104-4-2	482	SLOPE MOWING	1.200 AC.	\$155.30	7	\$ 1,304.52
E104-4-4	484	INTERMEDIATE MOWING	4.255 AC	\$ 50.27	7	\$1,497.29
E110-30	541	LITTER REMOVAL	72.411 AC.	\$ 6.45	12	\$ 5,604.61
E110-31	543	MECHANICAL SWEEPING	7.017 PM	\$ 84.96	12	\$ 7,153.97
E110-32-1	545	EDGING AND SWEEPING	10.239 MI.	\$602.64	3	\$ 18,511.29
E580-3-2	493	LANDSCAPE MAINT.	0.811 AC.	\$125.00	12	\$ 1,216.50
ANNUAL TOTAL						\$ 38,790.56
QUARTERLY PAYMENT						\$ 9,697.64



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Revised Proposal - New On-Course Restrooms at Tiger Point

DATE: September 5, 2013

Our original proposal included three (3) restrooms, two (2) of which were to replace existing restrooms at holes 3 East and 5 West that were destroyed by Hurricane Ivan; and one (1) new facility to be located at Hole 10 East.

As a result of concerns raised by property owners adjacent to the proposed new facility at Hole 10 East, the original proposal was withdrawn, until such time as we can address their concerns. We would, however, like to proceed with the two (2) replacement restrooms at holes 3 East and 5 West.

Mr. Morgan, our Course Maintenance and Development Consultant, located a firm, Hunter Knepshield of LaGrange, Kentucky, who had recently been awarded a competitive bid contract by Miami - Dade County, for the provision of pre-fabricated restroom buildings. Mr. Morgan and Tiger Point staff reviewed the design and specifications of these buildings and found them to be well suited to our needs.

In order to confirm to value of the Hunter Knepshield buildings, we asked Mr. Ed Heyes of Hewes & Co. to review the dimensions and specifications and offer a competitive evaluation. Hewes & Co. responded with a proposal offering significant savings as compared to Hunter Knepshield's recent, competitively bid, municipal contract.

In summary, Mr. Hewe's proposal provides a savings of \$13,691.2. Hewes and Co.'s proposal is to provide design-build services to construct two restroom buildings, on our sites, for a total cost of \$100,000.00. This proposal, unlike Hunter Knepshield, includes all demolition of existing slabs, new concrete foundations and slabs, and all necessary permitting. Water, sewer and septic services will be provided as described in Mr. Morgan's attached memo. These costs would be present regardless of which contractor was utilized.

We sought additional advice regarding this proposal from our architect of record for the Community Center project. Mr. Steve Jernigan's response is attached. Of particular note is his recognition of the additional expense and time necessary to complete a competitive bid process, when Hewes & Co. is offering a product superior to the pre-fab units available on a competitively bid municipal contract. Our experience with the quality of work provided by Hewes & Co. as well as the fact that they are local, provides added measures of confidence.

Hewes and Co. indicates that their quote remains unchanged in the event only two (2) facilities are approved. In addition to Hewes' quote of \$50,000 each, we anticipate utility connection costs to total \$28,000.

Recommendation

That Council authorize Hewes and Company to proceed with the construction of two (2) on-course restroom facilities at their quoted total price of \$100,000.00. Further, that Council direct staff to complete the restroom installations by providing and connecting the necessary utilities for a sum not to exceed \$28,000.00, representing a total project cost of \$128,000.00.

TIGER POINT - WEST



Google earth

feet
meters



A - ClubHouse

B - #5 WEST

DISTANCE - 2,557' OR .48 MILE

TIGER POINT - EAST



Google earth

feet
km



A CLUB HOUSE

B #3 EAST - PROPOSED REPLACEMENT

C #7 EAST - EXISTING

D #10 EAST - PROPOSED NEW

TIGER POINT - EAST #1 THRU #4



Google earth

feet
meters



A CLUBHOUSE

B. #3 EAST

DISTANCE - 4,800' OR .9 MILE



July 8, 2013

Mr. Ron Pulley – Director of Parks and Recreation
City of Gulf Breeze, Florida
Gulf Breeze Community Center
800 Shoreline Drive
Gulf Breeze, FL 32561

Re: Tiger Point Golf Club – Remote Restroom Facilities

Dear Mr. Pulley:

Per your request, we have reviewed the information as provided for pre-fabricated restroom facilities and site-built facilities for the Tiger Point Golf course. We have done a cursory comparison of the two methods of project delivery and the benefits to the city.

The Hunter-Knepshild pre-fabricated option is based on a government-pricing discount negotiated by Miami-Dade County. This unit would be fabricated offsite and transported to Tiger Point, then installed on a slab provided by the City constructed to the manufacturer's requirements. The cost of the foundation system and utility hook-ups are outside of the cost of the units. Hewes & Company, LLC reviewed the plans and specifications provided by Hunter-Knepshild for a pre-fabricated restroom facility. They then provided a design/build proposal for a site-built facility meeting the same criteria as the pre-fab option, and meeting applicable Florida Building Code and hurricane-resistance requirements. In fact, they are proposing using a split-faced concrete block wall system, more wind and termite resistant than the pre-fab option.

Based on the pricing provided, the overall cost savings to the City is in excess of \$20,000, and would take advantage of local labor and materials rather than all profits going to an out-of-town entity. Since the pre-fab unit pricing was derived via a government-contract pricing scenario, the additional cost savings realized by the site-built option represents a valid means of best-value pricing. We feel comfortable that in an apples-to-apples comparison, the site-built option as proposed by Hewes & Company represents the best value to the City of Gulf Breeze. In addition, Hewes is a known entity to the City based on their performance on previous projects – if this project were to be put out for competitive bids, a set of drawings and specifications would need to be provided (at an additional cost to the city) to potential bidders – and at this level of project cost, the risk to the City is that contractors not experienced in design/build project delivery could potentially be bidders. Hewes has offered at their expense this option of saving the City money and at the same time providing a superior product to the pre-fab building. This would seem to be justification for the City to award the project to Hewes on a negotiated design/build basis.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Jernigan", is written over a faint circular stamp.

Steve Jernigan, FAIA, LEED AP
Managing Partner

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

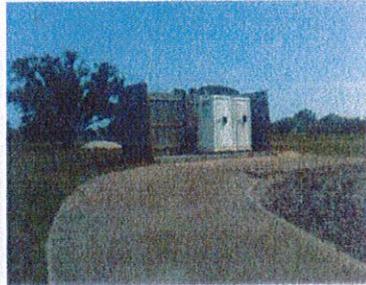
MEMO

To: City of Gulf Breeze
From: Ken Morgan
Date: June 27, 2013

RE: Modular Bathrooms

Mr. Ron Pulley;

Please find the attached pictures of the locations of the bathroom facilities at Tiger Point Golf Course. There are two existing bathroom structures that have been demolished and one shelter location that has been removed. It would be our recommendation to create functional restroom facilities at these locations, rather than utilizing the existing port-o-potties.



I have attached quotes for the modular building from Hunter Knepshild, which has an open P.O. with Miami-Dade County, Florida for modular restroom buildings. With the help of Theron Gentry, from the City of Gulf Breeze, we have provided quotes, as attached, for some of the material necessary to hook up the restroom facility between Holes #3 - #4 of the East, Hole #9-#10 of the East and #14 - #15 of the West. We have also received not to exceed numbers for the Septic Tank installation quotes. These quotes are the basis for the estimated pricing breakdowns that follow. The following estimated breakdown of pricing, is based on the Hunter Knepshild cost for each facility:

Hole #5 West:

Hunter Knepshild Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 3,252.25
Power Hook Up:	\$ 2,600.00
Sewer Hook Up:	\$ 5,200.00

Hole #10 East:

Hunter Knepshild Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00

Hole #3 East:

Hunter Knepshild Building:	\$ 48,978.12
Slab, Set and Site Prep:	\$ 7,867.50
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00
Permitting	\$ 1,500.00
Contingency	<u>\$ 5,500.00</u>
Total Cost (Hunter Knepshild)	\$206,798.11

We have taken these numbers and discussed the scope of work necessary to complete the bathroom structures with Hewes Construction, based on their previous experience with the City of Gulf Breeze, and they have indicated, as attached, that they would be willing to guarantee that they can complete the design, foundation construction, and building construction for the three buildings for \$150,000.00, plus the utility connections. Based on this information, we have compiled the following estimate for the completion of this work:

Hole #5 West:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 3,252.25

Power Hook Up:	\$ 2,600.00
Sewer Hook Up:	\$ 5,200.00

Hole #10 East:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00

Hole #3 East:

Hewes Construction Building:	\$ 50,000.00
Slab, Set and Site Prep:	\$ 0.00
Water Hook Up:	\$ 2,600.00
Grinder Pump:	\$ 0.00
Power Hook Up:	\$ 0.00
Septic Hook Up:	\$ 5,200.00
Permitting	\$ 1,500.00
Contingency	\$ 5,500.00
Total Cost (Hewes Construction)	\$186,252.25

Based on an estimated cost savings of \$20,545.86, between these two estimates, we would recommend that the bathroom facilities be completed by Hewes Construction. If you have any questions, or I can be of any assistance, please do not hesitate to call.

Sincerely,
Ken Morgan



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Grading and Erosion Control - Community Center
DATE: September 5, 2013

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

The landscaping plan implemented around the new Community Center failed to control the stormwater runoff and ensuing erosion along the south face of the facility out to the shoulder of Shoreline Drive.

In order to correct this, we have installed a curb across the east end of the former driveway and laid banks of sandbags to slow the runoff.

Hewes and Co. is ready to move forward with their plan to remove the crushed limestone, re-grade to area just north of the pavement, install irrigation and place sod. This work will be accomplished at no cost to the City.

Rebol-Battle & Associates has provided us with a plan for storm drains, swales, grading and sod that, together with and in addition to the work planned by Hewes and Co, they believe will address this problem. Heaton Brothers Excavating, the excavation sub-contractor for the Community Center Addition/Renovation project, has quoted the additional work specified by Rebol-Battle at \$8,505.00.

The Ken Griffin landscaping contract contains funding for additional sod to complete the mulched area east of the south entrance sidewalk following the completion of the Hewes and Rebol-Battle combined project.

Recommendation

That Council authorize Heaton Brothers to proceed with the stormwater management plan designed by Rebol-Battle & Associates, at their quoted price of \$8,505.00.



Construction Managers • General Contractors • Design Builders

September 4, 2013

The City of Gulf Breeze
Attn: Ron Pulley
107 Shoreline Drive
Gulf Breeze, FL. 32561-4702

H&C # 63- Grading, Irrigation & Sod at South Side of Building "B"

Dear Ron,

Per our recent conversation, we submit the following quotation for additional grading, storm drainage and sod along the south side of the Community Center. This is based on Revised Drawing C3.0 dated 4/20/13 as prepared by Rebol Battle.

As we discussed, Hewes & Company had previously committed to do a limited scope of work in two of the three areas indicated on the referenced drawing (Sections B & C), summarized as follows:

Hewes Scope of Work

1. Remove temporary parking base rock.
2. Grade and redress the area ready for sod.
3. Install irrigation sprinklers connected back to your new irrigation system (9 new heads along the existing sidewalk, piping and wiring).
4. Install Bermuda sod in sections B & C

Total Cost \$5,343 (See Attached Breakdown)

We are prepared to do the work listed above at no cost to the City at such time as is convenient for your schedule.

Enhanced Scope of Work

Rebol Battle's drawing shows considerably more work than originally proposed, namely:

1. Construct a grassed swale at the west side of the drive (Section A).
2. Construct grass swales and berms in Sections B & C.

3. Install new storm drainage piping and structures. (15" ADS Pipe and 2 mitered ends).
4. Remove & Replace sidewalk as necessary.
5. Additional Bermuda sod.
6. As we discussed, we have not included any additional irrigation for the swale at Section A since it would require boring under the asphalt drive. However we will install the 9 heads in Sections B & C described above

Total Cost \$13,848 (See Attached Breakdown)

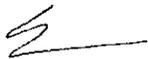
The total cost to the City for the additional scope of work above that agreed to by Hewes & Company is determined as follows:

Enhanced Scope of Work as designed by Rebol Battle	\$13,848
Less Cost of Work Agreed to by Hewes & Co	<u>(\$ 5,343)</u>
Subtotal	\$ 8,505
Overhead & Fee	<u>No Charge</u>
Total	\$ 8,505

Attached you will find copies of our cost breakdowns along with quotes from Heaton Brothers and Ken Griffin. As we discussed, the total cost could be reduced further if we can delete the 15" storm pipe, mitered ends, sidewalk demo and new sidewalk as listed on Heaton Brothers quote. However, we are not Civil Engineers and therefore cannot accept responsibility for this design change. Therefore, we recommend that Rebol Battle review and approve these changes before we delete this portion of the work.

Please review and let me know if you should have any questions.

Thanks,



Ed Hewes
President

Encl

Ed Hewes

From: Matt Miller <mmiller@heatonbrothersconstruction.com>
Sent: Wednesday, May 29, 2013 7:18 AM
To: Ed Hewes
Subject: GBCC

Follow Up Flag: Follow up
Flag Status: Flagged

Ed,

The price to remove the temp. parking base rock and redress the area along Shoreline Drive is as follows:

\$1,768.00

Price does not include sodding.

Thanks
Matt



Landscape Contractors
 3004 Westfield Road * Gulf Breeze, FL 32563
 (850)932-9304 * Fax: (850)932-8694

LANDSCAPING PROPOSAL

Page No. 1 of 1 pages

To: Hewes & Company, LLC
Attn: Ed Hewes
E-mail ed@hewesandcompany.com
 Date: 06/04/13 Phone _____

Job Location: Gulf Breeze Community Center We hereby submit specifications and estimates for landscaping as follows:

Perform necessary site work and prep to install irrigation and sod. This will take equipment, operator, and hauling away of existing limestone sub-base in the footprint, and impact of fill for grade \$1,850.00

Add new irrigation control wire, 1.5 valve box, mainline, lateral line, and rotors to water the area between the sidewalk and Shoreline Drive. We have to install new wire to the existing clock. ~~\$1,050.00~~ \$675.00

Add approximately (1,000) yards of Bermuda Tifton 419 sod to the area to be irrigated \$3,200.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from the above specifications involving extra costs will be done upon a change order. The costs will become an extra charge over and above the estimate. This estimate does not include additional labor and materials which may be required should unforeseen problems arise after the work has started.

Contractor is not responsible for drought, vandalism, or freeze. All elements of this agreement are contingent upon accidents, weather, or delays beyond our control.

Contractor will warranty sod for a period of sixty days and plant material/trees for a period of one year from the date of installation. However, it is the responsibility of the owner to apply adequate irrigation, fertilizers, and pest controls to keep materials healthy and free of weeds and/or pests. Contractor will not warranty sod or plant material without an automatic irrigation system. Contractor will not warranty palm trees without bubblers being installed.

There is a one year limited warranty from the date of installation on irrigation parts and labor. Warranty does not cover damage to heads and rotors due to being hit or run over. Warranty does not cover damage due to freezing or lightning strikes.

Contractor maintains \$1,000,000 in General Liability Insurance and all employees are covered with state mandated workers compensation.

Contractor reserves the right to remove all materials if payment is not received within the specified time. If a dispute arises, we agree that the prevailing party will be entitled to reasonable attorney fees and costs. Interest will be charged at 1.5% per month on unpaid amounts.

Member of Better Business Bureau - Small Business Enterprise Certified

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TOTAL MATERIALS & LABOR: \$6,100.00

Payment to be made as follows:

50% Down/50% Upon Completion

Note: This proposal may be withdrawn by us if not accepted within _____ days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature _____ Date _____ Estimator: Shawn Brown

HEATON BROTHERS CONSTRUCTION

5805 SAUFLEY FIELD ROAD

PENSACOLA, FL 32526

OFFICE 850-453-1253

FAX 850-453-9293

PROPOSAL

TO:	Ed Hewes	FROM:	Matt Miller
COMPANY:	Hewes and Co.	DATE:	7/19/13
FAX NUMBER:		TOTAL NO. OF PAGES INCLUDING COVER:	1
PHONE NUMBER:		SENDER'S REFERENCE NUMBER:	
RE:	GBCC Drainage Fix	YOUR REFERENCE NUMBER:	

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY PLEASE RECYCLE

Notes/Comments:

Ed,

The pricing to fix the drainage problem in front of the GBCC as shown on the drawing provided is as follows:

Mobilization	\$750.00	\$500
Grading	\$5,830.00	\$5083
* 15" ADS Pipe	\$900.00	
* 2 Mitered Ends \$650.00EA	\$1,300.00	
* Remove/Replace Sidewalk	\$803.00	
Sod (Centipede)1,600SY at \$2.90	\$4,640.00	

TOTAL \$14,223.00

Please call if you have any questions.

Thank You,

Matt Miller



Landscape Contractors
 3004 Westfield Road * Gulf Breeze, FL 32563
 (850)932-9304 * Fax: (850)932-8694

LANDSCAPING PROPOSAL

Page No. 1 of 1 pages

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 Attn: Ed Hewes
 E-mail ed@hewesandcompany.com

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Customer Signature _____ Date _____ Estimator: Shawn Brown



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Request for Overnight Camp Out - Boy Scout Troop 417
DATE: September 10, 2013

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

Attached you will see correspondence between myself and Mr. William Fisher, Scoutmaster for Troop 417 at St. Ann's Catholic Church. Due to sequestration, the Naval Live Oaks campground is not available to host their annual camping trip. He has requested our assistance in locating an alternate site.

Although the City has an ordinance prohibiting overnight stays in City parks, I would like to request that Council consider an exception, in this case. The Boy Scouts and Girl Scouts of America contribute significantly to the beauty of our parks and the character our community.

We believe that the area along the new sidewalk within Shoreline Park South contains sites that are suitable for Troop 417's campout. Campfires will be under the direct supervision of the Scoutmaster. I am confident that Troop 417 will leave their chosen site in better condition than when they arrived.

Recommendation

That Council grant Boy Scout Troop 417 permission to use the wooded area of Shoreline Park South for an overnight camp out on Friday, September 27, 2013.

Camping at Shoreline Park

2 messages

William S Fisher <fisher.bill@bellsouth.net>
Reply-To: William S Fisher <fisher.bill@bellsouth.net>
To: "rpulley@gulfbreezefl.gov" <rpulley@gulfbreezefl.gov>
Cc: "rottensmeyer@gulfbreezefl.gov" <rottensmeyer@gulfbreezefl.gov>, Clayton Linkous <mmrmsmedic@att.net>

Sat, Sep 7, 2013 at 10:44 PM

Mr. Pulley,

I am Scoutmaster of Boy Scout Troop 417 (St. Ann Church) and we usually have a campout with Cub Scouts at Naval Live Oak Campground. However this year, because of budget cuts, the NLO Campground is no longer available on weekends; so we are looking for another space in town where it is possible to camp out.

We have about 20 boys + adults and expect there would be another 10 Cub Scouts with their parents; we were wondering if we could camp around the gazebo down by the water at South Shoreline Park on Fri Sep 27. We would then hike back to St. Ann's for cooking and other activities on Sat morning Sep 28.

I spoke with Mr. Ottensmeyer and he suggested I contact you with this request.

Thanks very much for considering this request.

Bill Fisher
SM T417

and

Clayton Linkous
ASM T417

Ron Pulley <rpulley@gulfbreezefl.gov>
To: William S Fisher <fisher.bill@bellsouth.net>
Cc: Buz Eddy <eaeddy@gulfbreezefl.gov>

Mon, Sep 9, 2013 at 10:27 AM

Mr. Fisher...

I'm anxious to be able to assist your scouts with a suitable location for their campout, but the gazebo area at Shoreline South is booked for an event Friday night 9/27 as well as Saturday 9/28.

You might consider the area around the new walking trail, south of Shoreline Drive. The City prohibits overnight camping in our parks, but I would be willing to seek Council's approval for an exception in this case. Let me know if this is an acceptable alternative.

Thanks,
RP

*Ron Pulley, Director
Department of Parks & Recreation
City of Gulf Breeze
800 Shoreline Drive
Gulf Breeze, FL 32561
(850)934-5140
(850)916-4193 - Fax
rpulley@gulfbreezefl.gov
[Quoted text hidden]*

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

Mon, Sep 9, 2013 at 11:22 AM

Good suggestions. I think, in addition to the suggestions you made, we could also look at the semi cleared area to the west of the boat ramp road which sort of lines up with the new sidewalk.

[Quoted text hidden]

[Quoted text hidden]

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



City of Gulf Breeze

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Bill Fisher <fisher.bill@bellsouth.net>
To: Ron Pulley <rpulley@gulfbreezefl.gov>
Cc: Buz Eddy <eaeddy@gulfbreezefl.gov>, Clayton Linkous <mmrmsmedic@att.net>

Mon, Sep 9, 2013 at 12:43 PM

Mr. Pulley,

This is a very gracious offer, thank you. One of our scouts is going to put up some benches along that walkway for his eagle project so this would be fitting. Please go ahead and make the request and we will await the answer.

Thanks for taking the time to help us out.

Bill Fisher
485-1877

From: Ron Pulley
Sent: 9/9/2013 11:28 AM
To: William S Fisher
Cc: Buz Eddy
Subject: Re: Camping at Shoreline Park

[Quoted text hidden]