

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

**NOVEMBER 13, 2013
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Eagle Scout Project – Will Musmanky
- B. Discussion and Action Regarding Presentation of Volunteer Service Awards for Volunteers in Policing (“VIPs”)
- C. Discussion and Action Regarding Request for Public Hearing with regards to Community Development Block Grant
- D. Discussion and Action Regarding Application for Special Events by Gulf Breeze United Methodist Church
- E. Discussion and Action Regarding Approval of Memorandum of Understanding with National Park Service and the Police Department for Policing Services within Park Areas
- F. Discussion and Action Regarding Appointment to Board of Adjustment
- G. Discussion and Action Regarding Comments on the Florida Alabama 2040 Draft Long Range Transportation Plan
- H. Discussion and Action Regarding Resolutions Approving Capital Trust Agency Inducement Actions
- I. Discussion and Action Regarding Contribution to Scholarship Fund, Pensacola State College, And Lane Gilchrist Scholarship Fund

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: 11/8/2013

Subject: Eagle Scout Project – Will Musmansky

Eagle Scout Candidate Will Musmansky, 1241 Tall Pine Trail, has approached staff regarding completion of an Eagle Project here in the City. In keeping with our practice of having Eagle Candidates present their projects to the City Council, Mr. Musmansky will be present at the November 13th, Executive Session. His project involves the demolition and removal of old park benches and replacement with new benches.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EAGLE SCOUT PROJECT PRESENTED BY WILL MUSMANSKY.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

October 17, 2013

To: Edwin Eddy, City Manager
From:  Robert Randle, Chief
Re: Volunteer Service Awards for VIP's

I have attached a memo from Sgt. Armstrong in reference to Presidential Volunteer Service Awards (pins) for our VIP's. I would like to have these presented at a City Council Meeting. It should only take a few minutes and the individuals are very deserving of this recognition.



TO: Chief Randle
FROM: Sgt. Armstrong ~~A~~
DATE: October 16, 2013
RE: VIPS

I would like to recognize the following volunteers for their exceptional service. These individuals will receive the Presidential Volunteer Service Award.

2011

Bill Bertsch – 101 hours (Bronze)
Bruce Goderski – 176 hours (Bronze)
Don Shopmyer – 298 hours (Silver)
Donna Troy – 154 hours (Bronze)
Fred Swanson – 103 hours (Bronze)
Pat Dawson – 403 hours (Silver)
Philip Kiklis – 100 hours (Bronze)
Tom Sembrot – 395 hours (Silver)

2012

Bruce Goderski – 171 hours (Bronze)
Pat Dawson – 233 hours (Bronze)
Tom Sembrot – 273 hours (Silver)
Donna Troy – 282 hours (Silver)
Don Shopmyer – 391 hours (Silver)



City of Gulf Breeze

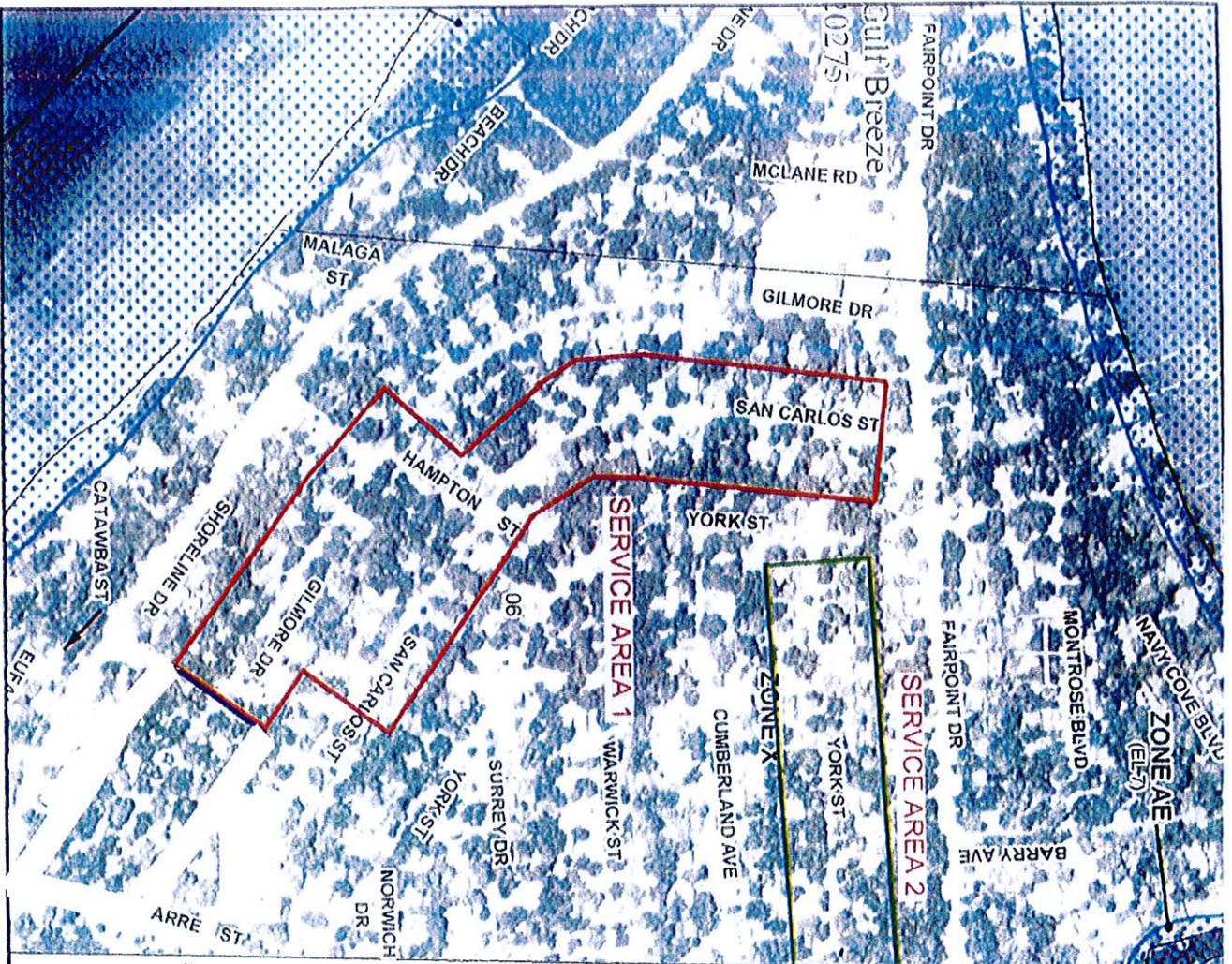
TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: November 7, 2013
SUBJECT: Community Development Block Grant

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

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

Staff recommends scheduling and advertising a public hearing to provide citizens an opportunity to comment on the application. The public hearing would be held at the City of Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Monday, November 18, 2013, at 6:30 P.M. A draft copy of the application will be available for review at that time. A final copy of the application will be made available at City Hall, Monday through Friday, between the hours of 7:30 AM – 4:00 PM, no more than five days before the application due date. The application will be submitted to DEO on or before the due date. It is anticipated that the due date will be after the new year.

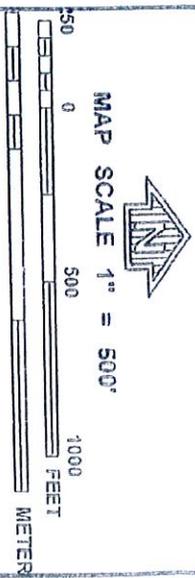
RECOMMENDATION: That the City Council place on its agenda a public hearing to provide citizens an opportunity to comment on the application at the regular Council meeting to be held in the Gulf Breeze Council Chambers, 1070 Shoreline Drive, Gulf Breeze, FL on Monday, November 18, 2013, at 6:30 P.M.



33

3358 column N

JOINS PANEL 0606



NATIONAL FLOOD INSURANCE PROGRAM

NFIP
PANEL 0602G

FIRM
FLOOD INSURANCE RATE MAP
SANTA ROSA COUNTY,
FLORIDA
AND INCORPORATED AREAS
PANEL 602 OF 657

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)
SCHEDULE NUMBER SHEET SHEETS
DATE

THIS MAP INCLUDES COASTAL BARRIER RESOURCES SYSTEM (CBRS) DESIGNATED AREAS UNDER THE SUBSEQUENT LEGISLATION.
Refer to the map number shown below and the map number shown below for additional information in the subject community.



MAP NUMBER
12113C0602G
EFFECTIVE DATE
DECEMBER 19, 2006
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-killit On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Interim Chief

RH

Ref: Special Event Application

Date: November 7, 2013

The Methodist Church has submitted a special event application for a Hay Ride to be held on Sunday, December 8, 2013 from 4:00 p.m. until 8:00 p.m. The Church is holding a Country Music indoor concert on this day. The route for the hay ride will be on the roadways behind the church and will not affect the major roadways in the city. A copy of the route is attached. The location of the route will not require any special traffic control issues.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE METHODIST CHURCH HAYRIDE ON SUNDAY, DECEMBER 8, 2013.





Gulf Breeze Police Department

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

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

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

City of Gulf Breeze Special Event

Packet Includes:

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

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

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

At least (30) days prior to the special event

 11/5/13
Applicant's Signature Date



Gulf Breeze Police Department

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

***Chief Robert Randle
Deputy Chief Rick Hawthorne***

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

City of Gulf Breeze

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

Applicant must provide the following information at least 30 days prior to the Special Event:

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.
- (h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

- (i) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants agents and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the special event. The policy occurrence limits shall not be less than \$1,000,000. A Copy of the policy shall be submitted at the time of application.
- (j) Sponsors shall be required to submit a detailed map illustrating the location of the event and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- (k) Such other information as the Chief of Police and/or the City Manager may deem necessary in order to provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.
- (l) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to cleanup the site will result in the city doing the cleanup and billing the sponsor for the actual cost.

 11/5/13
Applicant's Signature Date

 11-6-13
Police Department's Approval Date

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

11-5-2013
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze United Methodist Church
Address 75 Fairpoint Drive

2. PERSON REQUESTING PERMIT:

Name Sarah Bennett
Address 75 Fairpoint Drive
Phone 932-3594 ext 143

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

Name Paula Reid
Address 75 Fairpoint Drive
Phone 932-3594

4. DATE, HOURS AND LOCATION OF EVENT:

Sunday Dec. 8, 4-7 pm
75 Fairpoint Drive

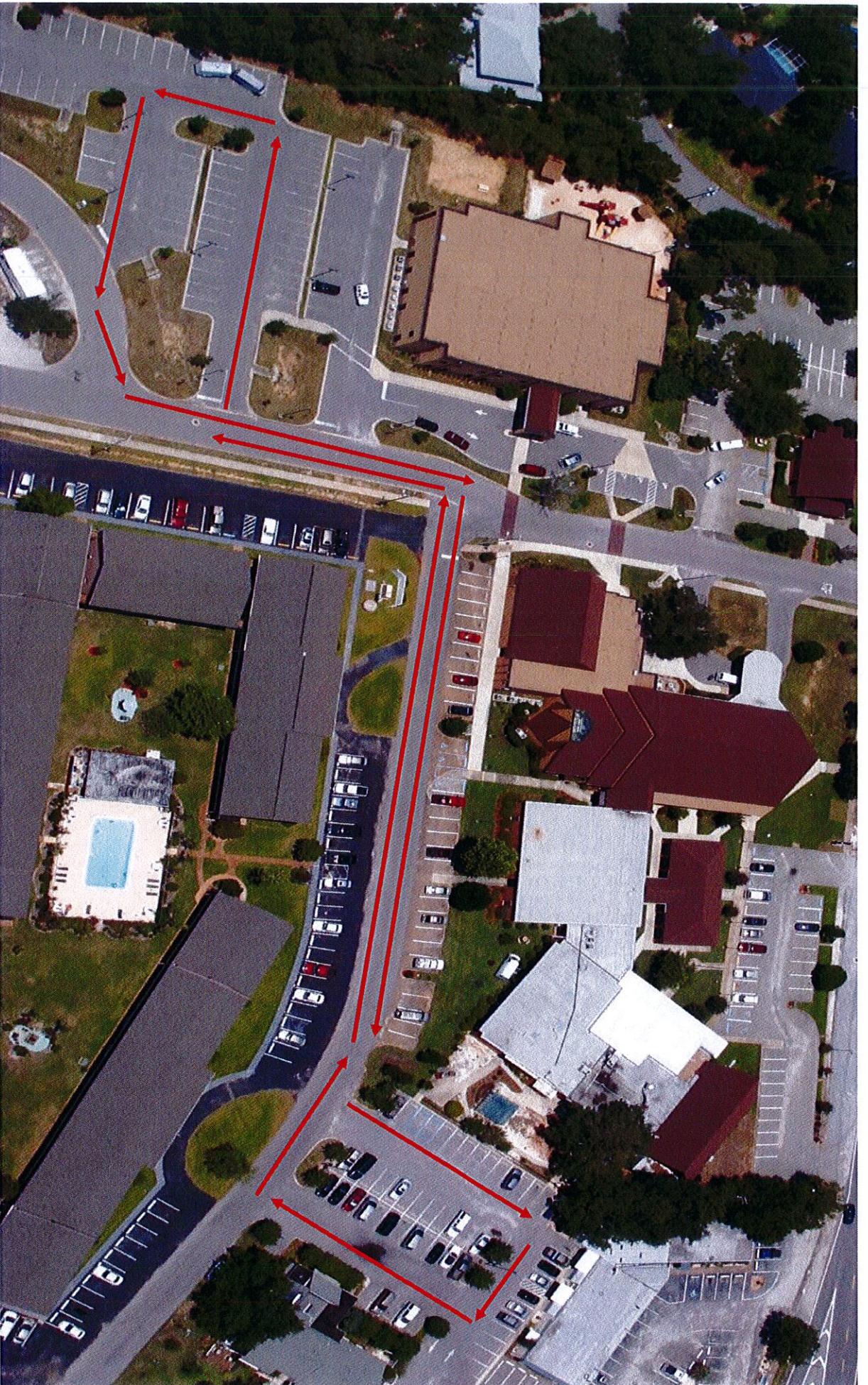
5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Country Music Concert, In-laws, Christmas Crafts,
Child's Hot Dogs, Petting Zoo,
Hay Ride. (2 Trailers both with sides)
Map of hay ride route attached

Sarah Bennett 11/5/13
Applicant's Signature/Date

[Signature] 11-6-13
Police Department's Approval/Date

City Manager's Approval/Date



Hayride route shown with red arrows.

Hayride will run from 5-7 pm.



Gulf Breeze Police Department

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

Chief Richard Hawthorne

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

November 7, 2013

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Chief 

Re: Memorandum of Understanding

The National Park Service has prepared a Memorandum of Understanding to enhance law enforcement cooperation between the two agencies. The Police Department has had a longstanding agreement of understanding with the Park Service going back to 1998. The Memorandum of Understanding as in the past shall be for a five year period.

Recommendation: That the Memorandum of Understanding between the National Park Service and the Gulf Breeze Police Department be approved.

GENERAL AGREEMENT
between
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GULF ISLANDS NATIONAL SEASHORE
and
THE CITY OF GULF BREEZE, FLORIDA

ARTICLE I. BACKGROUND AND OBJECTIVES.

This General Agreement ("Agreement") is entered into by and between the United States Department of the Interior ("DOI"), National Park Service ("NPS"), acting through the Superintendent of Gulf Islands National Seashore ("Park"), and the City of Gulf Breeze, Florida ("City"), acting through its Police Chief ("Chief"), (individually the "Party" and jointly the "Parties") to establish the terms and conditions under which emergency assistance will be provided within the portion of the Park located in the City as well as outside the boundaries of the Park but within the City.

As used in this Agreement:

The term "Chief Ranger" means the senior law enforcement officer at the Park.

The term "cooperating agency" means the agency without primary responsibility for law enforcement activity in the referenced geographic area but which provides law enforcement assistance to the lead agency, as defined below.

The term "Director" refers to the Director of the National Park Service.

The terms "Federal Law Enforcement Officer" or "Federal Law Enforcement Officers," as defined in Fla. Stat. § 901.1505, mean a person who is employed by the Federal Government as a full-time law enforcement officer as defined by the applicable provisions of the United States Code, empowered to effect an arrest for violations of the United States Code, authorized to carry firearms in the performance of his or her duties, and has received law enforcement training equivalent to that prescribed by Fla. Stat. § 943.13.

The term "law enforcement agency" means any agency or unit of government that has the authority to employ or appoint law enforcement officers to carry out law enforcement activities.

The term "lead agency" means the agency with primary responsibility for law enforcement activity in the referenced geographic area.

The term "National Park System," as defined in 16 U.S.C. § 1(c), includes any area of land and

water administered by the Secretary of the DOI ("Secretary") through the NPS for park, monument, historic, parkway, recreational or other purposes.

The term "Park" refers to the Gulf Islands National Seashore, which is the area delineated in 16 U.S.C. § 459h and located in part within the boundaries of the City. In addition to referring to the geographical area of the Park covered by this Agreement, the term also may be used to refer to the administration of the Park. Accordingly, in some instances, the terms "NPS" and "Park" may be used interchangeably herein.

The terms "Park Ranger" or "Park Rangers" refer to person(s) designated and commissioned by the Secretary, as authorized by 16 U.S.C. § 1a-6(b), to "maintain law and order and protect persons and property within areas of the National Park System." There are two types of NPS law enforcement commissions, e.g., Type I and Type II, and the authorities and responsibilities of each type are set forth in the NPS's Law Enforcement Reference Manual RM-9.

The term "Police Chief" refers to the Police Chief of the City of Gulf Breeze, Florida Police Department.

The term "Police Officer" means any person employed full time by the City, vested with authority to bear arms and make arrests, and primarily responsible for the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State within the territorial jurisdiction of the City.

The terms "Police Department" or "Department" are used individually and collectively to refer to and include the Police Chief and police officers. The Police Department also may be referred to herein as a "nearby law enforcement agency," "cooperating agency," or "lead agency" as may be applicable.

The term "Secretary" refers to the Secretary of the DOI.

The term "State" refers to the state of Florida.

The term "Superintendent" refers to the Superintendent of the Park.

Whereas the following authorities are relevant to the NPS:

1. Pursuant to the provisions of the Act of Congress approved August 25, 1916, entitled "An Act to establish a National Park Service, and for other purposes" (16 U.S.C. § 1 *et seq.*), as amended and supplemented, the Secretary, acting through the NPS, has the primary authority, jurisdiction and responsibility to maintain law and order and protect persons and property within the National Park System. This responsibility to maintain law and order and to protect persons and property within the Park cannot be delegated to State and local governments. 16 U.S.C. § 1a-6(c).

2. The Congress of the United States established the Park in 1971 to be administered by the

Secretary as a unit of the National Park System pursuant to the provisions of 16 U.S.C. § 459h and the laws applicable generally to units of the National Park System (16 U.S.C. § 1 *et seq.*).

3. Pursuant to 16 U.S.C. § 1a-6(b), the Secretary is authorized to designate certain officers or employees of the DOI to maintain law and order and protect persons and property within areas of the National Park System. This authority has been delegated to the NPS in accordance with DOI Departmental Manual 205.

4. Pursuant to 16 U.S.C. § 1b(1), the NPS is authorized to render emergency rescue, fire fighting and cooperative assistance (collectively "emergency assistance") outside the National Park System to nearby law enforcement and fire prevention agencies and for related purposes when, pursuant to NPS Director's Order # 9 ("DO-9") and Law Enforcement Reference Manual 9 ("RM-9"), such actions facilitate the administration of a park, are a management tool for obtaining mutual assistance from other agencies, and support or assist such other agencies.

5. Pursuant to DO-9 and RM-9, the NPS and other law enforcement agencies may develop and enter into written agreements that authorize Park Rangers to provide law enforcement emergency assistance to localities outside park boundaries and to grant authority to Park Rangers to effect arrests in the enforcement of state law outside park boundaries.

6. Pursuant to 16 U.S.C. § 1a-6(c)(2), the NPS is authorized to "cooperate, within the National Park System, with any State or political subdivision thereof in the enforcement of [sic] supervision of the laws or ordinances of that State or subdivision."

7. The State of Florida, acting through its Governor and in accordance with Fla. Stat. § 6.075, ceded concurrent legislative jurisdiction to the NPS on October 27, 1986, over all lands and waters owned or controlled by the NPS within 10 units of the National Park System in the State, including Gulf Islands National Seashore, as to matters pertaining, but not limited, to criminal laws, police powers and tax laws. Pursuant to 40 U.S.C. § 255 (now 40 U.S.C. § 3112), the Secretary, through the Director of the NPS, accepted the cession of such jurisdiction.

8. Pursuant to Fla. Stat. § 901.1505, a Park Ranger, who satisfies certain criteria, is deemed a Federal Law Enforcement Officer under Florida law and, as such, is vested with specific authority, including, but not limited to, the power to make arrests.

Whereas the following authorities are relevant to the Police Department:

1. Pursuant to Fla. Const. Art. VIII, § 2, municipalities may be established pursuant to general or special law. These municipalities have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services and to exercise any power for municipal purposes except as otherwise provided by law. The term "municipal purpose" is defined in Fla. Stat. § 166.021 as any activity or power which may be exercised by the state or its political subdivisions.

2. The City of Gulf Breeze, Florida is a municipality organized and existing under the laws of the State of Florida. As such, the City provides services to its residents through various departments. One of these services is law enforcement, which is provided by the City's Police Department.

3. The Chief of Police is responsible for the administration of the Police Department and is vested with certain powers, duties and obligations, including, but not limited to, the supervision, training, guidance, and management responsibilities of Police Officers.

4. Pursuant to the Florida Mutual Aid Act, Fla. Stat. §§ 23.12-23.127, and Fla. Stat. § 166.0495, the Police Chief is authorized to enter into and establish mutual aid agreements with other law enforcement agencies on behalf of the Police Department. The term "law enforcement agencies" includes but is not limited to law enforcement agencies of the United States or its territories. The Police Chief may enter into such agreements to provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines and/or for requested operational assistance for the rendering of assistance in a law enforcement emergency, as defined in Fla. Stat. § 252.34(3).

Whereas, the Parties recognize through long experience that violations affecting the safety and welfare of citizens, property and resources under their respective protection frequently involve individuals and groups operating across jurisdictional boundaries; and

Whereas, the Parties have determined and agreed that providing coordinated law enforcement in and around the Park will be mutually advantageous to the effective enforcement of the law; and

Whereas, it is to the mutual benefit of the Parties to work in harmony and to cooperate in the use of trained personnel and equipment to maximize the efficient use of limited resources when threats to human life and property arise within their respective jurisdictions.

Now, therefore, the Parties agree as follows:

ARTICLE II. STATEMENT OF ACTIVITIES.

A. LAW ENFORCEMENT OPERATIONS WITHIN THE PARK.

The Parties mutually understand and agree that:

1. The NPS has the primary responsibility for maintaining law and order and protecting persons, property and resources within the geographic boundaries of the Park through the enforcement of all applicable Federal laws and regulations. The NPS cannot delegate this authority to a State or local agency.

2. The NPS has primary responsibility for investigations and arrests for violations of all Federal laws in the absence of investigation by other Federal law enforcement agencies having jurisdiction.

3. The NPS has primary responsibility for the investigation of accidents, injuries and fatalities involving and occurring to all persons in the Park except for those persons injured or killed in the Park while acting within the scope of employment for the City or the State of Florida, including any political subdivision thereof

4. Nothing in this Agreement shall be construed as affecting or influencing the prosecutorial authorities, responsibilities, and prerogatives of either the Attorney General of the United States, the United States Attorney, the City Prosecutor, or the Attorney General for the State of Florida. This Agreement also shall not be construed to affect or influence the investigative and other law enforcement authorities, responsibilities, and prerogatives of any other federal agency, including but not limited to, the Federal Bureau of Investigation ("FBI").

5. The NPS will notify the Police Department, as soon as practicable under the circumstances, of any deaths (natural or otherwise) occurring within the Park.

6. The NPS will notify the Police Department, as soon as practicable under the circumstances, when a crime is committed under State law within the Park. Upon receiving such notice, the Police Department may dispatch its own investigative personnel to be briefed by NPS personnel and to cooperate in the investigation with NPS and/or other Federal law enforcement personnel.

7. The NPS will notify the medical examiner of fatalities occurring within the Park and for notification of the decedent's next of kin except where the decedent(s) and/or the decedent's family members are residents of the City. In such instances, the Park shall coordinate with the Police Department to notify the decedent's next of kin.

8. The NPS and FBI will be responsible for the investigation of Park Ranger-involved shootings within the Park; however, the NPS and/or FBI may request the assistance and use of resources of the Police Department, such as investigators and scene and evidence processing teams, in conducting such investigations.

9. The Police Department may enforce municipal and state law within the boundaries of the Park; however, unless the NPS determines otherwise, the NPS will lead response coordination and investigation of crimes and other incidents occurring within the Park over which both Parties may assert jurisdiction. If the NPS determines that it will not take the lead, the NPS will notify the Police Department and request that it lead the response coordination and investigation.

10. The Police Department agrees to immediately, as circumstances allow, notify the NPS Communications Center when the Department is notified of or observes incidents or violations of law within the Park. The Police Department agrees to notify the NPS in a timely manner of any information known and/or received about or related to crimes committed within the City against Park resources, property, visitors, or residents. Further, the Police Department will advise the NPS in a timely manner of

any law enforcement actions or activities, other than routine duties or operations, undertaken within the Park by the Department.

11. The first Party to witness an emergency incident (also referred to as an "emergency") within the Park shall take action. An emergency incident is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

a. Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, instances in which the life or safety of a Police Officer or Park Ranger is in peril, and threats to the health or safety of the public;

b. Emergency or law enforcement incidents directly affecting visitor safety or health or resource protection;

c. Probable cause to believe that a felony occurred and where a felony is committed in the presence of and observed by a Police Officer or a Park Ranger;

d. Misdemeanors committed in the presence of a Police Officer or a Park Ranger that present an immediate threat to the health or safety of the public.

12. Under the circumstances listed in the preceding section A.11, either (1) upon receiving an official request from the NPS or (2) when a Police Officer witnesses an unexpected emergency incident, the Police Department, in the spirit of mutual assistance, shall respond to the emergency to the extent of available personnel, equipment, resources, and finances, with the understanding that the level of responsiveness may vary depending upon the seriousness of the emergency, the duration of the incident and the distance involved.

13. The NPS will cooperate, within the Park, with the Police Department in the enforcement and supervision of the ordinances and laws of the City and State.

14. The Police Department will notify the Park prior to conducting or undertaking undercover operations that may cross over into the boundaries of or impact the Park.

15. The Park will notify the Police Department prior to conducting or undertaking undercover operations that may cross over the boundaries of the Park and into the City or that might impact the City.

16. The Police Department will notify the Park prior to engaging in special operations, including the pre-planned execution of search warrants and/or arrest warrants within the Park and will coordinate such operations with the Chief Ranger or his/her designee.

17. The Park will notify the Police Department prior to engaging in special operations, including

the pre-planned execution of search warrants and/or arrest warrants, outside the boundaries of the Park but within the City and will coordinate such operations with the Police Chief or his/her designee.

18. To the extent authorized by law, each Party will honor any limitations placed upon the use, release or dissemination of information received from the other Party concerning emergency incidents, as defined by this Agreement.

19. The Parties agree that for emergencies, including but not limited to vehicular accidents and crashes, occurring on the portion of U.S. Highway 98 that passes through the City of Gulf Breeze and the boundaries of the Park, the nearest available Park Ranger or Police Officer shall be the first dispatched to the scene of the incident.

20. When the Police Department is the first responder to an emergency within the Park, it will provide initial assessment, stabilization, scene security, and, when necessary, detention of witnesses and/or suspects. When Park law enforcement personnel arrive on the scene, the Police Department will relinquish control to the Park, but will continue to provide assistance consistent with this Agreement upon the Park's request.

21. The Parties agree to mutually share responsibility for traffic enforcement within the boundaries of the Park lying within the City of Gulf Breeze.

B. LAW ENFORCEMENT OPERATIONS WITHIN THE CITY AND OUTSIDE THE BOUNDARIES OF THE PARK.

The Parties mutually understand and agree that:

1. The Police Department has the primary responsibility for maintaining law and order and protecting of persons, property and resources within the City and outside the boundaries of the Park.

2. Pursuant to 16 U.S.C. § 1a-6(b)(1), Park Rangers have the authority to make arrests under certain circumstances within the Park or outside the boundaries of the Park where the person to be arrested is fleeing from the Park to avoid arrest.

3. Pursuant to 16 U.S.C. § 1a-6(b)(2), Park Rangers have the authority under certain circumstances to execute warrants and other process issued by a court or officer of competent jurisdiction for specific offenses committed within the boundaries of the Park as well as when the person subject to the warrant or process is within the boundaries of the Park.

4. Park Rangers may conduct investigations in the City for Federal offenses committed inside the boundaries of the Park, provided, however, that, when circumstances allow, Park Rangers will provide advance notification to the Police Department of such investigations. The execution of any search and/or arrest warrant for a State offense will be effected by the appropriate City and/or County law enforcement agency.

5. The Police Department may conduct investigations for City or State offenses committed inside the boundaries of the Park, provided, however, that, when circumstances allow, the Police Department will provide advance notification to the Park of such investigations and any search and/or the execution of any arrest warrant by the Department.

6. The Park will, as circumstance allows, immediately notify the Police Department when Park Rangers are notified of or observe serious incidents, including but not limited to matters such as fatalities, major crimes, discharges of firearms by law enforcement personnel, and violations of law outside the boundaries of the Park but within the City.

7. The Police Department will, as circumstance allows, immediately notify the Park when Police Officers are notified of or observes serious incidents, including but not limited to matters such as fatalities, major crimes, discharges of firearms by law enforcement personnel, and violations of law within the boundaries of the Park.

8. The Park may take action outside the boundaries of the Park but within the City in emergency incident (also referred to as an "emergency"), which is to be generally defined as a situation stemming from an unexpected occurrence that requires immediate action and may include one or more of the following:

a. Emergency responses such as life or death incidents, serious injury/fatality accident/incident scenes, crime scenes involving the protection of human life, instances in which the life or safety of a Police Officer or a Park Ranger is in peril, and threats to the health or safety of the public;

b. Emergency or law enforcement incidents directly affecting public safety or health or resource protection;

c. Probable cause to believe that a felony occurred and where a felony is committed in the presence of and observed by a Park Ranger; and

d. Misdemeanors committed in the presence of a Park Ranger that present an immediate threat to the health or safety of the public.

9. Under the circumstances listed in the preceding section B.8, either (1) upon receiving an official request from the Police Department or (2) when a Park Ranger witnesses an unexpected emergency incident, the Park, in the spirit of mutual assistance, shall respond to the emergency to the extent of available personnel, equipment, resources, and finances, with the understanding that the level of responsiveness may vary depending upon the seriousness of the emergency, the duration of the incident and the distance involved.

10. When a Park Ranger is the first responder to an emergency outside the Park, he/she will provide initial assessment, stabilization, scene security, and, when necessary, detention of witnesses and/or suspects. When the Police Department arrives on the scene, the Park will relinquish control to

the Department, but will continue to provide assistance consistent with this Agreement upon the Department's request.

11. Pursuant to Fla. Stat. § 901.1505, a Park Ranger, who satisfies the criteria of the statute, is deemed a Federal law enforcement officer and, as such, may exercise the following authority to the extent allowed by current NPS policy and under the circumstances set forth in section B.8, above:

a. Make a warrantless arrest of any person who has committed a felony or misdemeanor, as defined by state statute, which felony or misdemeanor involves violence, in the presence of the Park Ranger while the Park Ranger is engaged in the exercise of his or her federal law enforcement duties. If the Park Ranger reasonably believes that such a felony or misdemeanor, as defined by state statute, has been committed in his or her presence, the Park Ranger may make a warrantless arrest of any person whom he or she reasonably believes to have committed such felony or misdemeanor;

b. Use any force that the Park Ranger reasonably believes to be necessary to defend himself or herself or another from bodily harm while making the arrest or any force necessarily committed in arresting any felon fleeing from justice when the Park Ranger reasonably believes either that the fleeing felon poses a threat of death or serious physical harm to the Park Ranger or others or that the fleeing felon has committed a crime involving the infliction or threatened infliction of serious physical harm to another person;

c. Conduct a warrantless search incident to the arrest, as provided in Fla. Stat. § 901.21, and to conduct any other constitutionally permissible search pursuant to the Park Ranger's lawful duties; and

d. Possess firearms and seize weapons in order to protect herself or himself from attack, prevent the escape of an arrested person, or assure the subsequent lawful custody of the fruits of a crime or the articles used in the commission of a crime as provided in Fla. Stat. § 901.21.

12. The Park will notify the Police Department in a timely manner of any information known and/or received about or relating to violations of criminal law committed outside the Park but within the City.

C. REQUESTING ASSISTANCE.

The Parties mutually understand and agree that in the event of an emergency incident, as defined in this Agreement:

1. Unless precluded by exigent circumstances, the lead agency will request assistance from the cooperating agency.

2. Unless precluded by exigent circumstances, requests for Park assistance shall be approved by the Chief Ranger or his/her designee at the time of the request.

3. Unless precluded by exigent circumstances, requests for Police Department assistance shall be approved by the Police Chief or his/her designee at the time of the request.

4. Police Officers and Park Rangers are responsible for notifying their respective Communications Center or supervisor that a request for assistance has been made or received. Each Party's Communications Center is responsible for notifying appropriate supervisory personnel within its respective departments.

D. GENERAL PARAMETERS FOR ASSISTANCE.

The Parties mutually understand and agree that:

1. Police Officers or Park Rangers who in the performance of their official duties observe an emergency incident in the other Party's jurisdiction shall:

a. Notify the lead agency's Communications Center of the incident as quickly as circumstances permit;

b. Secure and manage the scene;

c. Notify the cooperating agency's Communications Center of the incident as quickly as circumstances permit;

d. Relinquish control of the incident to the first arriving personnel of the lead agency, regardless of the personnel's rank unless otherwise agreed to by the Parties; and

e. Discontinue assistance when:

(i) the lead agency has enough resources on the scene to manage/control the emergency;

(ii) the emergency no longer exists; or

(iii) requested to do so by the lead agency or by a supervisor of the cooperating agency.

2. Police Officers or Park Rangers who in the performance of their official duties respond to a request for assistance for an emergency incident shall:

a. Notify their respective agency's Communications Center or supervisor, if not already done;

b. Report as directed to a representative of the lead agency;

c. Provide assistance to the lead agency as directed, subject to the laws, regulations and policies

of their own agency; and

d. Discontinue assistance when:

(i) the lead agency has enough resources on the scene to manage/control the emergency;

(ii) the emergency no longer exists; or

(iii) requested to do so by the lead agency or by a supervisor of the cooperating agency.

E. COMMAND AND CONTROL AT A MUTUAL AID INCIDENT.

The Parties mutually understand and agree that:

1. The incident commander of the lead agency shall lead the response of both Parties rendering emergency or supplementary assistance, provided, however, that command of a Party by the cooperating agency shall be exercised through a supervisor or other employee designated by the cooperating agency and identified to the on-scene commanding officer of the lead agency.

a. During emergency incidents, such as, but not limited to, motor vehicle accidents, command and control will be exercised by communication between on-scene personnel of the Parties with or without a supervisor from the Police Department or the Park. For incidents involving matters such as fatalities, major crimes, and discharges of firearms by law enforcement personnel, command and control will be exercised by a supervisor in the lead agency.

b. When possible, the Parties agree to:

(i) assign assisting Police Officers/Park Rangers to one or more Police Officers/Park Rangers from the lead agency; and

(ii) utilize Unified Command or include a representative of the cooperating agency, preferably a supervisor, as an agency representative in the incident command structure of the lead agency.

2. Command and control of law enforcement incidents within the Park will utilize the Incident Command System.

F. COMPENSATION FOR ASSISTANCE.

The Parties mutually understand and agree that:

1. Neither Police Officers nor Park Rangers shall receive any monetary compensation for services rendered except through their respective agency;

2. Each Party shall bear its own costs for furnishing services under this Agreement, and neither Party shall collect reimbursement for those costs from the other;

3. Nothing in this Agreement shall be construed to bind either Party to expend in any one fiscal year any sum in excess of funds appropriated by its governing body or allocated by the Party for the purpose of this Agreement; and

4. Any and all claims, demands, and causes of action against the other Party and its employees while acting within the scope of their employment are waived and that each Party and its employees are released from any and all liability arising out of or resulting from activities under this Agreement. Each Party shall be solely responsible for any and all claims, demands, and causes of action filed by third parties arising out of or resulting from the activities of its employees under this Agreement, including, but not limited to, the costs of investigating and defending against such claims, demands, and causes of action and the costs of paying any compromise settlement, judgments, assessed costs, and/or fees (including attorney's fees).

G. JOINT RESPONSIBILITIES.

The Parties mutually understand and agree that:

1. The Police Chief and Chief Ranger of the Park shall jointly administer this Agreement.
2. The Police Department and the Park will provide mutual assistance upon request during emergency incidents, including public safety incidents, civil disturbances, or natural disasters, occurring within or adjacent to the Park in the City, to the extent of available resources and to the extent permitted by law and the terms of this Agreement.
3. Police Officers and Park Rangers providing assistance shall be on duty and, will be, to the extent possible, in uniform and in a marked vehicle of their respective agency.
4. Police Officers and Park Rangers exercising authority vested by the other Party under this Agreement shall carry the identifying credentials issued by their respective agency.
5. Police Officers and Park Rangers providing assistance shall remain under the authority and control of their respective agency and shall be subject to the laws, regulations and policies of their respective agency.
6. The actions of Police Officers and Park Rangers taken in compliance with the terms of this Agreement shall be deemed as occurring within the scope of their employment with their respective agency. Police Officers and Park Rangers acting in compliance with the terms of this Agreement shall not be deemed to be employees, agents or borrowed servants of the other Party.

7. Each Party will provide incident reports to the other Party when such reports are needed by the Party, subject to any legal and policy constraints of the providing Party. The release of reports to third parties, including, for example, other cooperating agencies, may occur only to the extent authorized by law and shall be subject to prior review by the providing Party.

8. When incidents within the Park attract media attention, news and information releases will be coordinated between the Park and the Police Department. All investigations of offenses occurring within the Park that meet State thresholds for felony categorization will be credited in news releases generated by both Parties as being cooperatively and jointly undertaken by both Parties as well as by any other entity or agency with significant involvement in the investigation.

9. Joint reviews of mutual aid incidents occurring under this Agreement will be conducted, when appropriate. Reviews may range from on-scene discussions among field personnel to scheduled meetings chaired by the Police Chief or his/her designee and the Chief Ranger of his/her designee.

10. The Park and the Police Department shall be authorized to transmit and receive radio transmissions on authorized radio frequencies assigned to each Party while cooperating during an emergency incident, search and rescue operation or other matter subject to this Agreement when immediate communication is required.

11. Subject to availability of personnel and materials, the Parties agree to cooperate in law enforcement training opportunities and to share special resources and equipment.

12. On an annual basis, the Parties will assign a supervisor to "ride along" with a supervisor of the other Party, for the purpose of fostering a mutual understanding of the other's responsibilities and methods of operation as well as for the purpose of fostering interagency cooperation.

ARTICLE III. TERM OF AGREEMENT.

Unless terminated earlier by a Party pursuant to Article VI below, this Agreement shall be effective for a period of five years from the date of completion of all of the following:

1. Execution by the authorized signatory of each Party; and
2. Filing of a certified copy of this Agreement with the State of Florida's Department of Law Enforcement in accordance with State law after the Agreement is executed by both Parties.

ARTICLE IV. NOTICE.

All notices required by this Agreement shall be directed to the following contact person for each Party:

For the National Park Service:

Chief Park Ranger
Deanna Mladucky
1801 Gulf Breeze Pkwy
Gulf Breeze, Fl. 32563
850-934-2615

For the Police Department:
Police Chief
Robert Randle
311 Fairpoint Dr.
Gulf Breeze, Fl. 32561
850-934-4050

Should either Party's contact person change, the Party agrees to provide advance written notice of such change to the other Party.

ARTICLE V. PROPERTY UTILIZATION.

Unless otherwise agreed to in writing by the Parties, any property furnished by one Party to the other shall remain the property of the furnishing Party.

ARTICLE VI. AGREEMENT MODIFICATION, RENEWAL, AND TERMINATION.

This Agreement may be modified only by a written instrument executed by both Parties.

This Agreement may be renewed in writing, with or without modification, by the Parties.

Either Party may terminate this Agreement by providing the other Party with 60 (sixty) days advance written notice.

ARTICLE VII. STANDARD CLAUSES.

A. During the performance of this Agreement, the Parties will not discriminate against any person because of race, color, religion, sex, disabilities, age, sexual orientation or national origin. The Parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, disabilities, age, sexual orientation or national origin.

B. Neither the City nor the Police Department shall publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications, whether digital or hard copy) that states or implies the Federal Government's endorsement of a product, service, or position. No release of information relating to this Agreement may state or imply that the Federal Government approves the City or Police Chief's work product or considers the City or Police Chief's work product to be superior to other

products or services.

C. The City and Police Department shall obtain prior approval from the Chief Ranger for any public information release that refers to the DOI or to any of its bureaus, park units, or employees (by name or title) or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the Chief Ranger as part of the request for approval.

D. The Park shall obtain prior approval from the City for any public information release that refers to the City, the Police Department or any employee thereof (by name or title) or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

E. As required by the Anti-Deficiency Act, 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed as binding the Park to expend in any one fiscal year any sum in excess of appropriations made by Congress for the purposes of this Agreement for that fiscal year or obligate the Park to further expend money in excess of such appropriations.

F. The Police Department is not an agent or representative of the United States, the DOI, the NPS, or the Park, and the Department shall not represent itself as such to third parties.

G. The Park is not an agent or representative of the Police Department, the City or the State of Florida, and the Park shall not represent itself as such to third parties.

H. Unless expressly stated herein, nothing in this Agreement is intended to grant any rights or provide benefits to any third party.

I. Nothing in this Agreement shall preclude the Park or the Police Department from entering into similar agreements with other parties or providers at such times and places as may be necessary to carry out the missions of the NPS or the City.

J. Nothing contained in this Agreement shall be construed or applied to limit or restrict the investigative jurisdiction of any Federal law enforcement agency, and nothing shall be construed or applied to affect any right of the State of Florida or the City to exercise civil and criminal jurisdiction within the Park.

K. This Agreement is the entire agreement between the Parties and supersedes all prior agreements between the Parties regarding the matters set forth herein.

ARTICLE VIII. AUTHORIZING SIGNATURES.

U. S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
GULF ISLANDS NATIONAL SEASHORE

Daniel R. Brown, Superintendent

Date

CITY OF GULF BREEZE POLICE DEPARTMENT

Robert Randle, Police Chief

Date



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager
From: Leslie Guyer, City Clerk 
Date: November 7, 2013
Subject: Board of Adjustment Board Appointment

Mr. Michael Segars has resigned his position as a member of the Board of Adjustment (BOA) effective October 31, 2013. The Board's alternate Bob Wilson has agreed to fill Mr. Segar's position effective immediately.

The Board of Adjustment will need to select two (2) new alternates.

RECOMMENDATION:

THAT THE CITY COUNCIL APPOINT BOARD ALTERNATE BOB WILSON TO SERVE ON THE BOARD OF ADJUSTMENT AND SELECT TWO (2) ALTERNATES.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : November 8, 2013

Subject: **Comments on the Florida Alabama 2040 Draft Long Range Transportation Plan**

Now that the City has prepared and approved a Master Plan for the development of the City, it is appropriate to begin the process of suggesting that aspects of the Master Plan be incorporated in long range plans drafted by the agencies responsible for such long range planning. The Florida Alabama Transportation Planning Organization is in the process of preparing and updating its 2040 Long Range Transportation Plan.

We asked our master planning consultants, VHB MillerSellen to identify the transportation improvement projects that are consistent with the Master Plan that should be added to the 2040 LRTP. Attached is the list prepared by MillerSellen. We would like to submit these projects to the appropriate agencies for incorporation.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SUBMITTAL OF THE LIST OF TRANSPORTATION IMPROVEMENTS AS PREPARED BY VHB MILLERSELLEN TO BE INCLUDED IN THE FLORIDA ALABAMA 2040 LONG RANGE TRANSPORTATION PLAN.

DRAFT

DRAFT SCOPE OF SERVICES FLORIDA-ALABAMA 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) UPDATE

I. BACKGROUND

The Florida Department of Transportation (**DEPARTMENT**), Florida-Alabama Transportation Planning Organization (**TPO**) and General Planning Consultant (**CONSULTANT**) mutually agree to furnish the respective services, information and items, as described herein and included in the **CONSULTANT** proposal for the Florida-Alabama 2040 Long Range Transportation Plan Update.

FEDERAL AND STATE REQUIREMENTS

Federal and state statutes outline the general requirements for long range transportation plan updates and are incorporated in this Scope of Services. These outlines are broadly defined at the federal and state level by the following:

1. Federal Act - Moving Ahead for Progress in the 21st (MAP-21) Century Act;
2. 23 Code of Federal Regulations 450.316 and 450.322;
3. Section 339.175, Florida Statutes; and
4. Florida Department of Transportation *Metropolitan Planning Organization Program Management Handbook*.

MAP-21 Planning Factors

Moving Ahead for Progress in the 21st Century Act, requires the consideration of the following in developing the 2040 Plan Update:

- A. The LRTP shall support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity and efficiency;
- B. The LRTP shall increase the safety of the transportation system for motorized and nonmotorized users;
- C. The LRTP shall increase the security of the transportation system for motorized and nonmotorized users;
- D. The LRTP shall increase the accessibility and mobility of people and for freight;
- E. The LRTP shall protect and enhance the environment, promote energy conservation, improve the quality of life and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
- F. The LRTP shall enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
- G. The LRTP shall promote efficient system management and operation; and
- H. Emphasize the preservation of the existing transportation system.

DRAFT

MAP-21 Long Range Transportation Plan

The metropolitan transportation plan shall, at a minimum, include:

1. The projected transportation demand of persons and goods in the metropolitan planning area through 2040;
2. Existing and proposed transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors) that should function as an integrated metropolitan transportation system, giving emphasis to those facilities that serve important national and regional transportation functions over the period of the transportation plan. In addition, the locally preferred alternative selected from an Alternatives Analysis under the FTA's Capital Investment Grant program (49 U.S.C. 5309 and 49 CFR part 611) must be adopted as part of the metropolitan transportation plan as a condition for funding under 49 U.S.C. 5309;
3. Operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods;
4. Consideration of the results of the congestion management process in Transportation Management Areas (TMAs) that meet the requirements of this subpart, including the identification of Single Occupant Vehicles (SOV) projects that result from a congestion management process in TMAs that are nonattainment for ozone or carbon monoxide;
5. Assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs. The metropolitan transportation plan may consider projects and strategies that address areas or corridors where current or projected congestion threatens the efficient functioning of key elements of the metropolitan area's transportation system;
6. All proposed improvements shall be described in sufficient detail to develop cost estimates;
7. A discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the metropolitan transportation plan. The discussion may focus on policies, programs, or strategies, rather than projects. The discussion shall be developed in consultation with Federal, State, and Tribal land management, wildlife, and regulatory agencies. The MPO may establish reasonable timeframes for performing this consultation;

DRAFT

8. Pedestrian walkway and bicycle transportation facilities in accordance with 23 U.S.C. 217(g);
9. Transportation and transit alternative activities, as appropriate; and
10. A financial plan that demonstrates how the adopted transportation plan can be implemented.

Work Tasks

In order to address the federal and state requirements for the Florida-Alabama TPO's 2040 LRTP, the following tasks will be completed.

- Task 1: Public Involvement – The public involvement aspect of this update will conform to federal and state guidelines and provide ample opportunity for public input and review and comment on the development of the plan.
- Task 2: Congestion Management Process Plan (CMPP) - The CMPP is developed for and implemented within portions of southern Escambia County, including Pensacola and the coastal communities of Pensacola Beach and Perdido Key, the southern sections of Santa Rosa County including Milton, Gulf Breeze and Navarre, and Lillian and Orange Beach Alabama. The CMPP is a state and federally mandated document designed to support the transportation planning process. By collecting and mapping safety information annually, this update to the CMPP will formulate safety recommendations for inclusion in the planning process.
- Task 3: Goals and Objectives - The goals, objectives and policies adopted at the outset of the long range transportation plan update will guide the study and will play a critical role in project ranking.
- Task 4: Evaluation Criteria - To ensure that the projects in the Needs Plan are evaluated with a common set of criteria, a series of evaluation criteria will be developed that reflect the Goals and Objectives. The evaluation criteria will be based on the adopted Goals and Objectives to evaluate projects identified in the Needs Plan alternatives.
- Task 5: Financial Resources - Development of the Financial Resources – This task will produce information regarding existing and projected funding sources to be used in developing the Year 2040 Cost Feasible Plan.
- Task 6: Year 2040 Transportation Needs Plan – This task includes development of the Year 2040 Needs Plan and shall include developing Plan Goals and Objectives, project evaluation criteria, and project benefit information. The plan will consider how the existing and proposed transportation facilities will function as an integrated, multi-modal system.

DRAFT

Task 7: Year 2040 Cost Feasible Plan – Elements of this task provide for the development of the Year 2040 Cost Feasible Plan. This shall include the development of a project ranking and based, in part, on a benefit cost ratio analysis.

Task 8: Summary and Final Report – Technical Reports shall be developed for each task outlined above. In addition, a Final Report and a Summary Report will be produced outlining the 2040 LRTP.

DRAFT

II WORK TASKS

Task 1: Public Participation

Public participation is a critical component of the long range transportation planning process. Therefore, the **CONSULTANT** shall proactively implement the long range transportation plan strategies and procedures of the Public Involvement Plan so that the public shall have early and continuing involvement in the plan development process. This public participation process is intended to provide sufficient opportunity for involvement of public officials (including elected officials) and citizens in the development of the long range transportation plan before its approval by the Florida-Alabama Transportation Planning Organization (TPO).

The TPO has developed a Public Involvement Plan (PIP) specifically for the 2040 Long Range Transportation Plan Update. This document will be the guide for conducting public outreach in support of the 2040 Long Range Transportation Plan Update. Elements of the PIP outline the following:

1. What communication tools will be used
2. The various points in the long range transportation plan where public involvement will be sought
3. Direction on how public meetings will be conducted

The utilization of key communication tools will enhance the public outreach process, ensure proper documentation of public responses, educate the public at every phase on the process and contribute to the development of a transportation plan that reflects the values, visions and ideals of the community.

Based on the PIP, the Public Involvement Team will utilize the following strategies to reach the public with information about the 2040 Long Range Transportation Plan Update:

1. Development of a slogan
2. Coordinating with partners
3. Development and distribution of E-Blasts
4. Strategic use of traditional and social media
5. Development of effective visual aids such as maps, charts, and graphs
6. Use of surveys and comments cards
7. Promotion of the long range transportation plan update
8. Public workshops at key points in the development of the long range transportation plan

DRAFT

The **CONSULTANT** shall be responsible for conducting the following public involvement activities:

- Development of a slogan and logo representing the 2040 Long Range Transportation Plan Update
- Development of a list of contacts for various community organizations
- Development of a schedule of outreach to targeted groups
- Draft a maximum of twenty-four (24) E-Blasts
- Development of a media contact list
- Assist the TPO in maintaining the Facebook and project website
- Draft a maximum of twelve (12) press releases
- Development of display ads to be placed in local newspapers promoting the public workshops
- Schedule radio spots promoting the public workshops
- Development of effective visual aids such as maps, charts, and graphs
- Development and administration of surveys at public meetings, workshops and other public events
- Assist the TPO with TV and/or radio interviews
- Arrange for long range transportation plan presentations to be made at regular local government and community organizations' meetings
- Determine which agencies/organizations publishes a newsletter; place workshop information in those newsletters
- Coordinate with agency partners to promote workshops on their website, local TV, etc.
- Assist the TPO with the development of opinion and editorial pieces to run in the Pensacola News Journal
- The **CONSULTANT** shall participate in at least eight (8) briefings each that shall be held for the Transportation Planning Organization (TPO) for the Citizens Advisory Committee (CAC), Technical Coordinating Committee (TCC), Bicycle Advisory Committee (BPAC) and Transportation Planning Organization (TPO) for the Pensacola, Florida-Alabama Urbanized Area, including representatives of the Florida and Alabama Departments of Transportation.
- Prepare for and conduct public workshop #1 early in the plan update process to give a status report on the current long range transportation plan implementation and to discuss the development of the vision statement, mission statement, goals and objectives
- Prepare for and conduct public workshop #2 on the results of testing and evaluating alternative projects and refinement of the draft Needs Plan;
- Prepare for and conduct Year 2040 Needs Plan public hearing;
- Prepare for and conduct public workshop #3 on the adopted Year 2040 Needs Plan to obtain public input on projects that should be selected for the draft Year 2040 Cost Feasible Plan; and
- Prepare for and conduct Year 2040 Cost Feasible Plan public hearing.

DRAFT

The public participation schedule shall provide for outreach to Federal, State, Tribal, land management and regulatory agencies. In addition, the public participation schedule shall also provide for outreach to citizens, affected public agencies, agencies responsible for natural resources, environmental protection, conservation and historic preservation, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled and other interested parties with responsible opportunities to be involved in the development of the long range transportation plan.

The **CONSULTANT** shall implement the Public Involvement Plan strategies for the long range transportation plan update which includes outreach to the elderly, persons with disabilities, minorities and low-income community and other groups traditionally under-represented in the plan update process. Strategies to solicit input from the business, environmental and other communities of local significance, such as focus groups, shall also be implemented.

DRAFT

TASK 2: CONGESTION MANAGEMENT PROCESS PLAN (CMPP) UPDATE

The first process of the CMPP is the development of the goals and objectives. The context of the CMPP objectives are set by the Long Range Transportation Plan (LRTP). The vision and the goals of the 2040 LRTP will be used as guidance for the TPO's regional mobility. Before adoption, the vision statement and goals will be presented to the general public for review, comment, and recommendations. The **CONSULTANT** will be responsible for updating the CMPP goals and objectives.

The **CONSULTANT** shall review and update the CMPP's networks. The following networks will be identified in the CMPP report: Roadway; Transit; Travel Demand; Bicycle/Pedestrian; and Freight. The roadway network shall be based on the Federal Highway Administration (FHWA) Functional Classification System (post 2010 Census). The roadway network that is analyzed for the CMPP is comprised of state and major county roads well as an integrated system of airports, rail systems, multi-modal, and inter-modal facilities.

Escambia County Transit (ECAT) provides a fixed route service to Escambia County. The ECAT routes operating at the time of the update will be utilized for the CMPP Report.

The Commuter Assistance program, funded by the Florida Department of Transportation and staffed by the West Florida Regional Planning Council, offers employer based programs to assist in reducing single occupant vehicle travel to work sites. The Commuter Assistance Program coordinates users on a computer database with mapping capabilities to assist in forming carpools and vanpools. The current service area will be used for the CMPP Report.

The on-road bicycle network and the pedestrian network to be considered as part of the CMPP will be identical to the CMPP network. For the purposes of the update, bike lanes and paved shoulders will be considered on-road facilities.

The freight network is composed of the CMPP network. Although rail, water, and air cargo are available, the movement of goods is primarily by truck. Depending on vehicle type, some freight movement is restricted on certain roadways.

The **CONSULTANT** shall review and update the CMPP's performance measures. Implementing performance measures provides a threshold of what levels of congestion are acceptable and what levels of congestion are not acceptable. The use of performance measures is a quantifiable method for analyzing the performance of the transportation system and the effectiveness of congestion management strategies. The employment of performance measures illustrates to what degree the CMPP is achieving its objectives.

An ad hoc committee composed of representatives of the Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), local governments, citizens, and stakeholders will be formed to assist in the development of the CMPP.

DRAFT

The CMPP will be an integral part of the TPO's planning process, including the LRTP, Transportation Improvement Program (TIP), Unified Planning Work Program, (UPWP), and the Public Participation Plan (PPP). The CMPP guides the planning process by:

- Identifying operations and management projects that can be included in the TPO's TIP LRTP; and
- Identifying a set of congestion mitigation strategies that can be applied to congested corridors.

The **CONSULTANT** shall prepare the Congestion Management Process Plan Report summarizing the efforts and findings under this task. The **TPO, FDOT** and **ALDOT** shall review the Congestion Management Process Plan Report.

DRAFT

TASK 3: GOALS AND OBJECTIVES

The vision statement, mission statement along with the goals, objectives and policies adopted at the outset of the long range transportation plan update will guide the study and will play a critical role in project ranking. It is important that these goals consider:

- The need for integration and interconnectivity of non-motorized transportation alternatives for pedestrians and cyclists including sidewalks, bike lanes and recreational trails.
- The potential benefits of operations and management strategies to improve the overall operations of facilities.
- Transportation equity with special effort to engage the traditionally underserved.
- Assessing the distribution of benefits and adverse environmental impacts at both the plan and project level.
- The FDOT 2060 Transportation Plan.
- Emerging Issues such as safety and transit asset management, performance measurement, movement of freight, sustainable transportation, and context sensitive solutions.

The **CONSULTANT** shall prepare a **Goals and Objectives Report**, which summarizes this task. The **TPO** and the **FDOT and ALDOT** shall review the **Goals and Objectives Report**.

DRAFT

TASK 4: EVALUATION CRITERIA

In order to ensure that the projects in the Needs Plan are evaluated with a common set of criteria, a series of evaluation criteria will be developed that reflect the Goals, Objectives and Strategies. The **TPO** will develop the evaluation criteria based on the adopted Goals and Objectives to evaluate projects identified in the Needs Plan alternatives. The Evaluation Criteria shall be approved by the **TPO** with input from the TCC, CAC, and BPAC.

In addition to the development and application of evaluation criteria, the **CONSULTANT** shall develop a cost/benefit analysis tool. This tool will facilitate a “return-on-investment” (ROI) when evaluating projects for inclusion in plans and programs. Costs usually include project development and construction, but not full life-cycle costs. Benefits typically include safety (reductions in fatalities, injuries and property loss accidents), delay savings and possibly direct economic impacts (effects of labor and material expenditures multiplied appropriately through the local and state economy). To better consider the public’s return on the investment of its transportation funds, “costs” should also reflect life-cycle costs. “Benefits” should include the economic value of increased capacity and travel time reliability, and economic development/growth stimuli.

The **TPO** shall prepare an **Evaluation Criteria Report**, which summarizes this task. The **FDOT**, **ALDOT** and the **CONSULTANT** shall review the **Evaluation Criteria Report**.

DRAFT

TASK 5: ESTIMATING FINANCIAL RESOURCES

Revenues expected to be available for transportation projects through the Plan horizon year, 2040, will be provided by **FDOT** and **ALDOT**. This revenue forecast will set parameters for what projects will be identified as cost feasible. For a project to be included in the cost feasible plan, an estimate of the cost and source of funding for each phase of the project being funded must be included. The phases to be shown in LRTPs include Preliminary Engineering, ROW and Construction (FHWA and FTA support the option of combining PD&E and Design phases into "Preliminary Engineering").

The costs of operating and maintaining the existing and future transportation system must also be clearly stated in the cost feasible plan, in a manner agreed upon by the MPOAC, FDOT and FHWA/FTA.

Both **FDOT** and **ALDOT** shall provide information to the TPO showing operation and maintenance costs for state maintained facilities for inclusion in the LRTP. Local agencies, working with the TPO, need to provide cost estimates for locally maintained facilities covered in the Plan. The Operations and Maintenance (O&M) cost estimates need to be provided for each of the first ten years of the plan. For example, beyond the first ten years, if using five-year cost bands in the outer years, costs may be shown for each of the five-year cost bands. The LRTP will also need to demonstrate the source of funding for the O&M activities. A clear separation of costs for operations and maintenance activities from other grouped and/or regionally significant projects will need to be shown in order to demonstrate fiscal constraint. (23 CFR 450.322(f)(10)(i)).

FDOT, in cooperation with the MPOAC and Florida's MPOs, prepares long range revenue forecasts for state and federal funds that "flow through" the FDOT Work Program and other financial planning guidance. FDOT, in cooperation with the MPOAC and Florida's TPOs, will develop an updated revenue forecast through 2040 and guidance for the updates of metropolitan transportation plans and the Florida Transportation Plan (FTP).

The Time Period for estimates is 5 years between the Base Year and the year 2030 will be as follows:

- 2014-2015,
- 2016-2020,
- 2021-2025,
- 2026-2030 and
- 2031-2040

This is essentially consistent with previous forecasts and simplifies reporting. The use of 5 and 10 year periods increases flexibility and reduces the need to "fine tune" project priorities.

DRAFT

For estimates of State and Federal Revenues:

- **FDOT** and **ALDOT** will provide Year of Expenditure (YOE) estimates for state capacity programs for individual TPOs, similar to prior forecasts.
- **FDOT** and **ALDOT** will provide system level estimates of the cost of operating and maintaining the State Highway System at the DOT District level. (TPOs should include the material in long range transportation plan documentation.)
- **FDOT** will work with the MPOAC to develop the detailed assumptions required for these estimates.

The cost feasible portion of the 2040 LRTP will use FY 2013/2014 as the base year and FY 2039/2040 as the horizon year.

The recommended Base and Horizon Years are for financial reporting purposes only and do not impact individual TPO selection of alternative Base and Horizon Years for socioeconomic, modeling and other purposes.

The **CONSULANT** shall prepare a **Financial Resources Report**, which summarizes this task. The **TPO, FDOT and ALDOT** shall review the **Financial Resources Report**.

DRAFT

TASK 6: NEEDS ASSESSMENT

The purpose of this task is to develop a long range transportation plan that identifies projects (including major roadways, transit, multimodal and intermodal facilities, nonmotorized transportation facilities and intermodal connectors) to function as an integrated system. Emphasis will be given to those projects that serve important national and regional transportation functions. In addition, the long range transportation plan shall preserve existing transportation infrastructure, enhance economic competitiveness, improve travel choices to ensure mobility and integrate transportation and land use planning to provide for sustainable development and reduce greenhouse gas emissions.

The assessment of needs will lead to development of the 2040 Needs Plan. The Needs Plan will adhere to the Metropolitan Planning Organization Advisory Council's (MPOAC) criteria for developing "needs" that are realistic, which recognizes that some facilities are constrained or otherwise have environmental or community impacts that make it impractical for them to be expanded.

This long range transportation plan update will consider demographic destiny as a major factor influencing the future mobility needs of the region. Demographic destiny deals with the fact that over the next four decades as our region grows we will see a more diverse population. One aspect of this will be an increasing diversity of who we are and how we live. Residents of and visitors to our region will not only be more diverse in terms of age, race, but they will inhabit a host of different environments, ranging from the more dense downtown areas to the suburbs, to the smaller towns. All of these people will have different needs and aspirations.

The **CONSULTANT** shall develop the Year 2040 Needs Plan by testing multi-modal alternatives to satisfy person and freight travel demands.

A Preliminary Needs Plan shall be developed by running 2040 zonal data (ZDATA) with the 2019 Existing Plus Committed Network and identifying facilities with a volume/capacity ratio of 0.9 or greater. The **CONSULTANT** and **TPO** shall review the facilities identified during this task. At the option of **TPO**, the **CONSULTANT** shall use National Cooperative Highway Research Program-255 to smooth and adjust the travel demand outputs for identified facilities as necessary.

A maximum of three (3) alternative solutions to transportation deficiencies shall be developed. These alternative needs plans shall consider the Vision Statement, Mission Statement, and the Goals and Objectives of this Long Range Transportation Plan Update.

The **TPO** has established a Community Impact Assessment (CIA) database. From this database, a community profile was developed. Presentations will be scheduled with groups representing the communities in the urbanized area. These citizens will develop a list of transportation projects they envision to be needed in 2040.

DRAFT

The **CONSULTANT** shall explore all feasible alternatives to meet the future mobility demands for each corridor with existing or forecasted deficiencies. These alternatives may include one or more of the following types of improvements:

- Transit improvements;
- Roadway widening or new roadway corridors;
- Bicycle improvements;
- Pedestrian improvements;
- Intelligent Transportation System (ITS) improvements;
- Operational improvements;
- Transportation Management Strategies; and
- Transportation Policy Statements based on the adopted Goals and Objectives.

It will be imperative that the projects work in concert to improve mobility throughout the region. The improvements should complement each other and provide mobility choices for the diverse population of 2040. The 2040 Long Range Transportation Plan will be a balanced mobility plan that considers the needs of people as well as the need to move goods and services efficiently.

The **CONSULTANT** shall incorporate performance measures/metrics for system-wide operation, as well as more localized measures/metrics into the LRTP. These measures shall assess the effectiveness of the long range transportation plan in increasing system performance. The **CONSULTANT** will obtain approval from the Transportation Planning Organization for all performance measures used in the long range transportation plan.

The **CONSULTANT** shall employ context sensitive solutions for appropriate transportation corridors by using a collaborative approach that involves stakeholders to identify needed transportation projects that preserve and enhance scenic, aesthetic, historic, community and environmental resources, while improving or maintaining safety, mobility and infrastructure conditions.

The **CONSULTANT** shall identify projects to include in the Needs Plan that enhance intermodal connections between various modes of travel, including the automobile, bus rapid transit, streetcar, bicycle and pedestrian.

Project cost estimates are typically expressed in Present Day Cost (PDC) and will be adjusted with inflation factors for the time period during which they are planned to be implemented.

To adjust costs from PDC to Year of Expenditure (YOE) FDOT has developed estimates of inflation factors through 2040 that the TPO will use. **FDOT** will provide documentation of the assumptions used to develop those factors.

DRAFT

The recommended Time Period for costs are five (5) years between the Base Year and the year 2030 and 10 years for the remaining years of the Plan:

- 2014-2015,
- 2016-2020,
- 2021-2025,
- 2026-2030, and
- 2031-2040.

Annual inflation factor estimates will be used to estimate “mid-point” factors for project costs during each respective 5 or 10 year period.

The **DEPARTMENT** will provide YOE cost estimates, phasing and project descriptions for projects included in the 2040 Strategic Intermodal System (SIS) Cost Feasible Plan to the **TPO**.

The Needs Plan shall include sufficient data and information to define the identified need. The **CONSULTANT** shall include an estimate of unfunded needs plan costs in base year dollars in the adopted long range transportation plan. Estimated needs shall be reported by mode.

For total project costs, each phase of a project must be described in sufficient detail to estimate total project cost and explain how the project is expected to be implemented. Any project which will go beyond the horizon year of the LRTP must include an explanation of the project elements beyond the horizon year and what phases/work will be performed beyond the horizon year of the plan. The costs of work and phases beyond the horizon year of the plan must be estimated using Year of Expenditure (YOE) methodologies and may be described as a band (i.e. Construction expected 2041-2050). FHWA does not expect this will apply to routine system preservation or maintenance activities. Total project costs will be shown for capacity expansion projects. System operations and management strategies such as ITS projects will be expected to show total project costs. This last category of projects may include a mixture of specific projects as well as grouped projects. (23 CFR 450.322(f)).

Needs Assessment Capacity Projects for 2040 shall be organized in a Microsoft Excel Spreadsheet by the **CONSULTANT** and reviewed by the **TPO** and the **DEPARTMENT**. A purpose and need statement for each roadway capacity project shall be completed by the **CONSULTANT**. The **CONSULTANT** shall complete the cost estimates of the proposed projects.

The **TPO** shall map the 2040 Needs Assessment Projects in GIS.

The Steering Committee, which was established in Task 1 Public Involvement, shall have an opportunity to initiate, review, and comment on the draft 2040 Needs Assessment Projects. This opportunity will be through a meeting that the **CONSULTANT** facilitates.

The **TPO** shall prepare a **Needs Assessment Report**, which summarizes this task. The **CONSULTANT** and the **DEPARTMENT** shall review the **Needs Assessment Report**.

DRAFT

TASK 7: COST FEASIBLE PLAN

Upon approval of the Year 2040 Needs Plan by the **TPO**, the **CONSULTANT** shall develop up to three (3) Cost Feasible Plan Alternatives based on the financial resources identified in Task 5. The **CONSULTANT** shall include an estimate of the cost of all projects and all phases, regardless of mode, in year of expenditure dollars. The **CONSULTANT** shall use Florida and Alabama Department of Transportation adopted estimates of inflation to adjust costs from present day costs to year of expenditure costs. The **CONSULTANT** shall also clearly state in the proposed Year 2040 Cost Feasible Plan the costs of operating and maintaining the existing and future transportation system.

Based upon this process, the **CONSULTANT** shall develop up to three (3) Alternative Cost Feasible Plan Scenarios that shall establish the basis for identifying a final Year 2040 Cost Feasible Plan. These scenarios shall be based on prior input received from the public and shall represent three unique proposals to address transportation system needs through the Year 2040.

Analysis of project(s) benefit-cost (B-C) will be performed. This can include individual projects or clusters/bundles of projects to rank affordable solutions to anticipated transportation needs.

The **TPO** shall develop maps for the three 2040 Cost Feasible Plan alternatives and the final adopted Cost Feasible Plan.

The **CONSULTANT** will also include the Operations and Maintenance Costs of the Roadway Capacity Projects.

Because projects in a Transportation Improvement Program (TIP) are required to demonstrate planning consistency with the LRTP, the requirements for project inclusion in a TIP must also be considered when developing the LRTP. As a reminder, projects that need to be included in the TIP are: all projects utilizing FHWA and/or Federal Transit Agency (FTA) funds; all regionally significant projects requiring a FHWA or FTA action regardless of funding source; and regionally significant projects to be funded with other Federal funds than those administered by FHWA or FTA or regionally significant projects funded with non-federal funds (23 CFR 450.324(d)).

For highway projects, the long range transportation plan must include a discussion on environmental mitigation that is developed in consultation with Federal, State and Tribal entities, as well as agencies that regulate wildlife and manage lands. This discussion should occur at more of a system-wide level to identify areas where mitigation may be undertaken (perhaps illustrated on a map) and what kinds of mitigation strategies, policies and/or programs may be used. This discussion in the long range transportation plan would identify broader environmental mitigation needs and opportunities that could be applied to individual transportation projects. Efficient Transportation Decision Making (ETDM) alone is not environmental mitigation. ETDM is considered project screening and is not a system-wide

DRAFT

review. Documentation of the consultation with the relevant agencies should be maintained by the **TPO**. (23 CFR 450.322(g))

For highway projects, FHWA is continually seeks strategies that improve the linkage between planning and environmental processes. During the development of regionally significant projects in a long range transportation plan, TPOs will need to include a purpose and need for the project in the LRTP. This purpose and need will be carried into the National Environmental Policy Act (NEPA) process and will be one way to enhance the linkage between planning and NEPA. For example, a purpose and need statement could briefly provide the rationale as to why the project warranted inclusion in the long range transportation plan. Prior to FHWA approving an environmental document (Type-2 Categorical Exclusion, Finding of No Significant Impact, or Record of Decision) and thereby granting location design concept approval, the project must be consistent within the long range transportation plan, the TIP and Statewide Transportation Improvement Program (STIP). The project consistency refers to the description (for example project name, termini and work activity) between the long range transportation plan, the TIP and the STIP (23 CFR 450.216(k), 450.324(g) and 450.216(b)). The NEPA document must also describe how the project is going to be implemented and funded. The project implementation description in the NEPA document needs to be consistent with the implementation schedule in the long range transportation plan and TIP/STIP as well. (450 Appendix A to Part 450, Section II Substantive Issues, 8)

For transit projects, which may develop as part of a discretionary grant process and award, the environmental class of action is usually considered by FTA regional offices in concert with transit grantees as the projects are analyzed and developed. Transit maintenance and transfer facilities and major capacity projects like light, heavy or commuter rail, Bus Rapid Transit (BRT), etc. may require a separate NEPA document while acquisition of vehicles, provision of repairs, planning studies, engineering, etc, would not require a document. As such, environmental mitigation issues would tend to be developed as part of the National Environmental Policy Act (NEPA) document for specific projects with a NEPA decision made prior to the award of FTA funds. Likewise, transit environmental benefits like reduction in Single Occupant Vehicle (SOV) trips and Vehicle Miles Traveled (VMT), reduction in greenhouse gases, pedestrian and bicycle linkages, transit oriented/compact development (which is more walkable) may need to be stated within the broad parameters in the LRTP.

The 2040 Cost Feasible Plan will include both long-range and short-range strategies/actions that lead to the development of an integrated multimodal transportation system to facilitate the safe efficient movement of people and goods in addressing current and future transportation demand.

The TPO Board and all advisory committees shall have an opportunity to review and comment on the draft Cost Feasible Plan Projects. This opportunity will be through a meeting that the **CONSULTANT** facilitates.

The Cost Feasible Plan shall be adopted by November 10, 2015.

DRAFT

The *TPO* shall prepare a **Cost Feasible Plan Report**, which summarizes this task. The *CONSULTANT*, the *FDOT and ALDOT* shall review the **Cost Feasible Plan Report**.

DRAFT

TASK 8: SUMMARY AND FINAL REPORTS

The **CONSULTANT** shall provide one clean, single-sided, full color draft of the Final Report for review by the **TPO** and the Citizens Advisory Committee, the Technical Advisory Committee and the Bicycle/Pedestrian Advisory Committee. Subsequent to this review, the **CONSULTANT** shall include all review comments and provide to the Transportation Planning Organization one clean, single-sided, loose-leaf, full color paper original and Adobe Portable Data File (PDF) and Microsoft Word electronic version.

Copies of all final documents and maps shall be provided to the **TPO** on compact disks in editable text/graphic software format and Adobe Portable Data File (PDF) format.

The Adopted Year 2040 Cost Feasible Plan shall be published or otherwise made readily available by the **TPO** for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the internet.

SUMMARY REPORT

The **CONSULTANT** shall prepare the summary report with input from the **TPO**. The final 2040 long range transportation plan report shall also include a folded, full color poster of the adopted Year 2040 Cost Feasible Plan. Summary information in the Summary Report shall include the vision statement, mission statement, graphic representations of the Year 2040 Cost Feasible Plan and a table representation of the project list. Other information may include the goals and objectives of the plan. The **CONSULTANT** shall provide to the **TPO** five-hundred (500) copies of the Summary Report upon final approval of the **TPO**.

FINAL REPORT

The 2040 Long Range Transportation Plan Final Report shall be presented as a standalone, bound document. The **CONSULTANT** shall provide the **TPO** fifteen (15) color printed copies, 60 electronic copies on CD-ROM, a copy of the final report files on CD-ROM/DVD media, as well as produce one clean, single-sided, loose-leaf, full color final report.

DRAFT

III. REPORTING

A number of reporting activities are required within this contract. These will include the following:

- ***Progress Reports.***
- ***Task Reports,***
- ***Summary Report, and***
- ***Final Report***

All of the reports, except for the Progress Reports, were discussed earlier in the scope. The development of these reports will require close coordination between the ***TPO***, the ***CONSULTANT***, and the ***FDOT and ALDOT***.

The ***CONSULTANT*** shall prepare monthly Progress Reports to the ***TPO*** for their phase of the work. The ***TPO*** will prepare monthly Progress Reports to the ***FDOT and ALDOT*** for the entire project. Progress Reports will document progress in the previous month, problems encountered and solutions found, adherence to schedules, and activities planned for the next month. Invoices for the previous month's service will be attached. Invoices will be based upon estimates of percent work completed within each task. The ***CONSULTANT*** will provide Progress Reports to the ***TPO*** by the **10th day of each month** for their phase of the work. The ***TPO*** will provide Progress Reports to the ***FDOT and ALDOT*** by the **20th day of each month**. The ***TPO*** and ***CONSULTANT*** will be available to discuss with the ***FDOT and ALDOT*** any issues that are encountered.

IV. PROJECT SCHEDULE AND MANAGEMENT

The ***TPO*** shall work closely with the ***FDOT and ALDOT*** to manage and schedule work activities for the project. Within two weeks of receipt of Notice to Proceed, the ***CONSULTANT*** shall submit the proposed project schedule to the ***TPO*** and the ***FDOT and ALDOT*** for approval.

The project schedule shall be sufficient to show start and completion dates, delivery or due date as appropriate for each major work activity, decision points, critical meetings, or deliverables for the Project. The project schedule will specifically show responsibility of the ***CONSULTANT***, the Subconsultant(s), ***TPO***, and of the ***FDOT and ALDOT***. The schedule shall specifically be coordinated with progress reports and billing submittals to the ***TPO***.

V. MEETINGS

The ***TPO*** and the ***CONSULTANT*** will conduct three types of meetings during the course of this project. Conference calls can replace some of the meetings.

1. Briefings

DRAFT

Through the course of the update, it will be necessary for the **FDOT and ALDOT** and the **TPO** to meet with the **CONSULTANT**. During the Plan Update process, some meetings will have to occur between the three parties. The meetings will be held in Pensacola or Chipley. The purpose will be for the **CONSULTANT** to brief the **DEPARTMENT** and **TPO** on project progress and any problems encountered.

2. Technical Presentations

Technical presentations to the transportation planning committee structure (**TPO, TCC, CAC, and BPAC**) will be made a minimum of nine (9) times (per committee) and maximum of fifteen (15) times (per committee) by the **CONSULTANT** during the course of this project. These presentations at a minimum will be scheduled to occur at the beginning of this effort and development of major tasks during development of the long range transportation plan update. These meetings will be scheduled by the **TPO**, to the extent possible, in such a way as to permit presentations to more than one committee during a single trip in the area.

3. Public Meetings

The **CONSULTANT** will make presentations to the public throughout the development of the Long Range Transportation Plan.

VI. MAJOR RESPONSIBILITIES OF THE DEPARTMENT

The **DEPARTMENT** will:

1. Validate the 2010 Transportation Model using the Regional Model for Florida-Alabama Long Range Transportation Plan Study Area;
2. Meet with **TPO** to develop a Transportation Cost Report and Year of Expenditure Estimates;
3. Appoint a Project Manager to work on the update with the **TPO**;
4. Develop the Operations and Maintenance Costs,

VII. MAJOR RESPONSIBILITIES OF THE TPO STAFF

The **TPO** will:

1. Provide the available transportation reports for the area,

DRAFT

2. Coordinate various technical meetings and the public involvement process meetings and public hearing,
3. Assist with the facilitation of meetings,
4. Develop a Public Involvement Plan, Public Involvement Report, Evaluation Criteria Report, Financial Resources Report, Needs Assessment Report, and Cost Feasible Report,
5. Provide timely reviews of all material and documents as submitted by the **CONSULTANT** as specified herein,
6. Assist in the development of the Financial Resources,
7. Assist in the development of the Needs Plan,
8. Assist in the development of the Cost Feasible Plan,
9. Assist in the development of the Summary Report,
10. Assist in the development of the Final Report,
11. Develop Transportation Projects Costs,
12. Assist in the development of the Congestion Management Process Plan (CMPP),
13. Collect the necessary financial data from the **TPO** member governments and produce the financial resources report, and
14. Prepare monthly progress reports to the **FDOT and ALDOT**.

VIII. MAJOR RESPONSIBILITIES OF THE CONSULTANT

The **CONSULTANT** will:

1. Staff public meetings and prepare press releases.
2. Complete Community Impact Assessment,
3. Facilitate Focus Group and/or Steering Committee Meetings,

DRAFT

4. Update the Congestion Management Process Plan (CMPP),
5. Provide facilities for all meetings,
6. Meet as many times as necessary with the Transportation Land Use the Subcommittee,
7. Develop the 2040 Goals and Objectives.
8. Prepare Needs and Cost Feasible Plan project in Excel Spreadsheet,
9. Update and prepare Purpose and Needs Statements
10. Develop the Financial Resources
11. Develop up to three Cost Feasible Plan Alternatives,
12. Make presentations with applicable graphics to local committees and the public for input in plan evaluation and for plan selection and adoption,
13. Provide the **TPO** with task reports on Compact Disk in Microsoft Word,
14. Prepare a Summary Report,
15. Prepare a Final Report, and
16. Prepare monthly progress reports to the **TPO**.

IX. MAJOR RESPONSIBILITIES OF LOCAL GOVERNMENTS, PENSACOLA INTERNATIONAL AIRPORT, PORT OF PENSACOLA, AND NORTHWEST FLORIDA TRANSPORTATION CORRIDOR AUTHORITY

The **LOCAL GOVERNMENTS** will:

1. Provide copies of their Capital Improvement Programs to the **TPO** as well as Operations and Maintenance Costs and how they were developed.

The **PENSACOLA INTERNATIONAL AIRPORT** will:

1. Provide a copy of the Airport Master Plan to the **TPO**.

The **PORT OF PENSACOLA** will:

1. Provide a copy of the Port Master Plan to the **TPO**.

DRAFT

The **NORTHWEST FLORIDA TRANSPORTATION CORRIDOR AUTHORITY** will:

1. Provide a copy of the Master Plan.

X. DOCUMENTATION

1. Task Reports

FHWA and FTA expect that at the time the TPO board adopts the long range transportation plan, a substantial amount of long range transportation plan analysis and documentation will have been completed, and all final documentation will be available for distribution no later than 90 days after the plan's adoption. The TPO Board and its advisory committees, as well as the public should have periodically reviewed and commented on products from interim tasks and reports that culminate into the final Plan. Finalizing the LRTP and its supporting documentation should be the last activity in a lengthy process. All final documents should be posted online and available through the TPO office no later than 90 days after adoption.

All products provided by the **CONSULTANT** to the **TPO** shall be in an electronic form, which is compatible with, and specified by, the **TPO**. Draft copies will be presented for **CONSULTANT, FDOT and ALDOT** and **TPO** review and comment prior to presentation. Ten (10) final draft copies will be prepared for review. Ten (10) final draft copies will be printed with unbound original copy provided for the TPO File. The task reports shall be completed in Microsoft Word. The **TPO** will put the Final Task Reports, the Summary Report, and the Final Report on the Long Range Plan Web Site.

The **TPO** shall prepare the following Task Reports:

- **TASK REPORT #1 – PUBLIC INVOLVEMENT**
- **TASK REPORT #3– EVALUATION CRITERIA (TPO Approval; TCC, CAC, BPAC Review)**
- **TASK REPORT #5– NEEDS ASSESSMENT (TPO Approval; TCC, CAC, BPAC Review)**
- **TASK REPORT #6 – COST FEASIBLE PLAN (TPO Approval; TCC, CAC, BPAC Review)**

The **CONSULTANT** shall prepare the following task reports:

- **TASK REPORT #2 – CONGESTION MANAGEMENT PROCESS PLAN (CMPP) (TPO Approval; TCC, CAC, BPAC Review)**

DRAFT

- **TASK REPORT #3 – GOALS AND OBJECTIVES (TPO Approval; TCC, CAC, BPAC Review)**
- **TASK REPORT #4 – FINANCIAL RESOURCES (TPO Approval; TCC, CAC, BPAC Review)**

2. Summary Report

The **CONSULTANT** shall prepare five hundred (500) copies of the final summary report and shall be printed by the **CONSULTANT** for distribution in black and white and a minimum of two other colors. A camera-ready color copy will be provided to the **TPO** for additional future printing. The **CONSULTANT** shall also include the Summary Report on CD to the **TPO**.

3. Final Report

The **CONSULTANT** shall prepare and distribute fifteen (15) color printed copies, 60 electronic copies on CD-ROM, a copy of the final report files on CD-ROM/DVD media, as well as produce one clean, single-sided, loose-leaf, full color final report.

4. Monthly Progress Reports

The **CONSULTANT** shall provide one (1) copy of a progress report to the **TPO** each month. The **TPO** shall provide the **FDOT and ALDOT** with a progress report each month. The report is required regardless of project status or payment request.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : November 8, 2013

Subject: Resolutions Approving Capital Trust Agency Inducement Actions

Capital Trust Agency has received several applications recently for project financing. Each of these projects involves the issuance of CTA bonds. Each of the projects meet the requirements that CTA only issue bonds that serve a public purpose. Staff, underwriters, consultants, and attorneys are now reviewing each project to determine if the plan of finance is ultimately feasible.

The CTA Board has adopted inducement resolutions for each of the projects listed below. A Resolution for consideration by the City Council for each is attached. By adopting the Resolutions, the City Council is approving the plan of finance for each and an amendment to the Interlocal Agreement with the Town of Century for each.

The projects will proceed to closing only if the final CTA Resolutions are adopted following the careful scrutiny of each project as noted above.

The projects for your consideration are:

- 1) Resolution 32-13: Approving a Plan of Finance for a Senior Living Facility located in the State of Tennessee, issuance of up to \$25,000,000 in CTA Bonds and amendment to the Interlocal Agreement with the Town of Century.
- 2) Resolution 33-13: Approving a Plan of Finance for Senior Living Facilities located in Tampa, Palm Bay, and Cooper City, issuance of up to \$50,000,000 in CTA Bonds and amendment to the Interlocal Agreement with the Town of Century.
- 3) Resolution 34-13: Approving a Plan of Finance for a project known as Mainsail 2, which includes senior living facilities in Viera, West Palm Beach, Wildwood, Spring Hill, and St. Petersburg, issuance of up to \$169,000,000 in CTA Bonds and amendment to the Interlocal Agreement with the Town of Century

Additional, technical details can be found in the drafts for each Resolution prepared for your consideration and approval. (The Resolutions will be distributed prior to the November 13 Executive Session.)

Public Hearings on these projects will be held in Gulf Breeze and the respective cities where each project is located. The CTA Board has previously adopted Preliminary Resolutions for each project. Additional evaluation will be undertaken prior to final approvals.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 32-13, RESOLUTION 33-13, AND RESOLUTION 34-13, APPROVING THE PLANS OF FINANCE FOR ABOVE MENTIONED PROJECTS AUTHORIZING THE MAYOR TO EXECUTED THE CORRESPONDING AMENDMENTS TO INTERLOCAL AGREEMENT.



City of Gulf Breeze

Memorandum

To : Mayor and City Council

CC : Ed M. Gray, III

From :  Edwin A. Eddy, City Manager

Date : November 8, 2013

Subject : **Contribution to Scholarship Fund, Pensacola State College, Lane Gilchrist Scholarship Fund**

From excess earnings over budget, application and closing fees as well as borrower contributions expressly for scholarships, the Capital Trust Agency Board has established the Lane Gilchrist Scholarship Fund at Pensacola State College. The CTA Board was asked recently to contribute another \$5,000 to the fund before Thanksgiving in order to beat a deadline for matching funds from the State of Florida.

A question arose as to the approval necessary for this type of contribution given laws which limit contributions of public funds by independent, not elected boards such as CTA. CTA has made contributions over the years to the PJC Scholarship Fund and the Rotary Club of Gulf Breeze Scholarship fund for example. CTA has also, on behalf of the City, made contributions to Gulf Breeze High School Booster Clubs and other charitable organizations.

We plan to bring comprehensive policy to the Council as to how to process future charitable donations. In the meantime, the Council should consider a contribution of \$5,000 to Lane Gilchrist Scholarship Fund at PJC in order to take advantage of the matching funds.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EXPENDITURE OF \$5,000 OF CTA FUNDS TO BE CONTRIBUTED TO THE LANE GILCHRIST SCHOLARSHIP FUND AT PENSACOLA STATE COLLEGE.

violator to correct the violation and should the violator fail to do so within the time and in the manner prescribed by the court, the violator may be held in contempt of court.

(Ord. No. 07-02, § 2, 8-21-02)

Sec. 2-158. Refusal to sign or accept citation.

Any person who willfully refuses to sign and/or accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

(Ord. No. 07-02, § 2, 8-21-02)

Sec. 2-159. County court jurisdiction.

The county court in and for Santa Rosa County, Florida, shall hear charges of Code violations pursuant to the issuance of citations under this article. Any person to whom has been issued a citation alleging a Code violation may contest the citation in the county court.

(Ord. No. 07-02, § 2, 8-21-02)

Secs. 2-160—2-170. Reserved.

ARTICLE VII. ELECTIONS*

Sec. 2-171. Straw ballots.

(a) *Authority.* The city council is authorized to submit to the registered voters of the city, issues which are important to the city as a whole by means of a straw ballot.

(b) *Procedure.*

(1) Upon a vote of four-fifths of the city council, the city clerk shall submit to the appropriate election official the issues to be submitted to the voters.

(2) The issue shall be submitted in such a form as to be answered by the term "yes" or "no."

***Charter references**—Recall of elective officials, § 3(p); qualification of voters, § 5; manner of conducting elections, § 9; election commissioners, § 14; absentee voting, § 15.

State law reference—The Florida Election Code, F.S. § 97.011 et seq.

(3) The issue shall be submitted to the registered voters at the general election of the city council and mayor following approval of the straw ballot pursuant to subsection (a) of this section.

(Code 1976, § 2-2)

ARTICLE VIII. CHARITABLE GIVING

Sec. 2-172. Procedure.

(a) The city council receives funds from its financial operation known as Gulf Breeze Financial Services and Capital Trust Agency. A portion of the funds in excess of what the city council determines in the annual budget to be necessary for city operations and reserves may be allocated as part of the budget to a fund for charitable giving.

(b) Requests for grants from the charitable giving fund will be considered for the following purposes:

(1) Capital improvements for non-profit corporations and public agencies that improve the public good and benefit the health, safety and welfare of the citizens of Gulf Breeze.

(2) The request for funds must be nonrecurring development or improvement program costs.

(c) The city council may establish an advisory board to meet on a as needed basis to review requests for funding. The city council will make the final decision granting the request. The total amount of funding approved may not exceed the fund established in the fiscal year budget by the city.

(Ord. No. 10-03, §§ 1, 2, 1-20-04)

MEMORANDUM

TO: Mayor and City Council

FROM: Edwin A. Eddy, City Manager

DATE: November 19, 2003

SUBJECT: AID TO NON-PROFIT, CHARITABLE AND PUBLIC AGENCIES

During recent budget workshops, the City Council discussed the concept of contributions or aid to non-profit, charitable and/or public agencies in order to enhance the quality of life in the City of Gulf Breeze. In a sense, this type of aid can be defined as fostering economic or cultural development.

A few years ago, the City Council held a pre-budget workshop and identified qualities or factors that separate Gulf Breeze from other communities. In other words there are characteristics that can be enhanced to improve the City and others that can be eliminated to improve the City. In economic terms, the schools, hospital, library and sports facilities, for example, make homes in Gulf Breeze worth more. If the Council can make monetary contributions to enhance these and other characteristics, such contributions would come back to the City in increased revenue that could be used to build further improvements.

Examples include:

1. Contribution of land or funds to support the development or expansion of the library.
2. Support of the development of Gulf Breeze Hospital or other medical facilities.
3. Contribution to a park that serves regional needs such as the World War II Memorial or the Aviation Park in Pensacola.
4. Improvements to ballfields to create a venue for tournaments.
5. Aid in development of a school facility that serves a dual community purpose.
6. Purchase of a home to serve as a volunteer firefighter "dorm".

Memo-Foundation
November 19, 2003
Page Two

As directed by the Mayor, the City Attorney and I discussed these concepts. We believe the city can make contributions under existing rules and laws. However, the Council may wish to formalize the process by adopting an ordinance to establish and memorialize a fund called The City Foundation aimed at improving the City through contributions of funds to offset capital non-recurring expenses incurred or anticipated by organizations deemed to contribute to the public good and economy.

Citizens may be encouraged to contribute cash or assets to the Foundation. The City Council could serve as the Directors or other directors could be appointed to prepare a Mission Statement and Bylaws.

RECOMMENDATION:

That the City Council endorse the concept of a Gulf Breeze Foundation to receive and distribute funds to organizations and projects that improve the quality of life in the City of Gulf Breeze for capital, non-recurring expenses and direct staff and the City Attorney to develop an ordinance establishing the Foundation

EAE:slb
memo04/1118Foundation

December 3, 2003

TO: Mayor and City Council
FROM: Edwin A. Eddy, City Manager
SUBJ: **CHARITABLE GIVING FOUNDATION**

Attached is the memo and ordinance we proposed for the December 1, 2003, Council meeting relative to the subject noted above. The Council decided to table this item so that a full discussion could take place at the December 10 Executive Session.

At the outset, there are three (3) fundamental questions for the Council:

1. Does the Council wish to make contributions from time to time to Capital projects that improve the quality of life in the City and benefit the health, safety and welfare of its citizens?
2. What is the best way to make these contributions?
3. What amount of funds should be placed in the fund?

QUESTION ONE: The Council has made contributions to regional and local capital projects that benefit the area and the City. For example, the World War II memorials in Milton and Pensacola. As the Council deems it appropriate, it may make sense to continue such contributions. The Council recognized the importance of these projects for the benefit of the community. It may make sense economically and from a public welfare standpoint to contribute to the development of the hospital, to light the playing fields at the elementary school or to a YMCA type of project. These projects or others like these would likely increase value of property in the City, generate more revenue or reduce costs of providing public services.

QUESTION TWO: Contributions such as those noted above have been made on an as needed or as requested and evaluated basis with funding from reserves. The Council may wish to formalize or “structure” the process of considering contributions to evaluate one against another or to keep control over this type of spending. The publicity surrounding the process might lead to more requests. From a legal standpoint, you can leave the process as it is or formalize it.

QUESTION THREE: This question is the most difficult. Formalizing the process by passing the attached ordinance does not presuppose that any funds will be forthcoming. Nonetheless, expectations will be raised. A one time deposit of funds could be made similar to the deposit the Council made for median landscaping improvements. Projects could be considered until the funds are fully utilized.

If the Council wants to formalize the process of making contributions to capital projects that benefit the public health, safety and welfare, the attached ordinance is offered for your consideration.

ORDINANCE NO. 10-03

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA
ESTABLISHING A CHARITABLE GIVING FUND FOR THE PURPOSE
OF FUNDING GRANTS TO CHARITABLE NON-PROFIT AGENCIES OR
PUBLIC AGENCIES FOR NON-RECURRING CAPITAL IMPROVEMENTS THAT
PROMOTE PUBLIC WELFARE AND PROVIDE FOR PUBLIC BENEFIT;
PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the existence and improvement of capital facilities that are used by charitable, non-profit public agencies to improve the public welfare and provide to public benefit improves the quality of life in Gulf Breeze; and

WHEREAS, it is a benefit to the citizens, the City Council and City Staff to organize and formalize the process of making contributions to these non-profit corporations and public agencies; and

WHEREAS, the City earns income from its financial services operations known as Gulf Breeze Financial Services and Capital Trust Agency that is not generated from taxpayer, user fee or utility customer fees; and

WHEREAS, a portion of these funds may be deemed to be surplus from time to time in order to fund the charitable giving contemplated herein; and

WHEREAS, the administration of the requests for and funding of this charitable giving would be facilitated by the formation of an Advisory Board to receive requests for funding and meet as needed to make recommendations to the City Council.

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

SECTION 1: CHAPTER II, ARTICLE VIII - Entitled Charitable Giving is hereby established

SECTION 2 - 172 - is hereby established as follows:

(a) The City Council receives funds from its financial operation known as Gulf Breeze Financial Services and Capital Trust Agency. A portion of the funds in excess of what the City Council determines in the Annual Budget to be necessary for City operations and reserves may be allocated as part of the budget to a fund for charitable giving.

(b) Requests for grants from the charitable giving fund will be considered for the following purposes:

1. Capital improvements for non-profit corporations and public agencies that improve the public good and benefit the health, safety and welfare of the citizens of Gulf Breeze

2. The request for funds must be non-recurring development or improvement program costs.

(c) The City Council may establish an advisory board to meet on a as needed basis to review requests for funding. The City Council will make the final decision granting the request, the total amount of funding approved may not exceed the fund established in the fiscal year budget by the City

Any ordinance in conflict herewith is repealed to the extent of the conflict.

SECTION 3: Effective Date

This ordinance shall be effective immediately after adoption by the City Council.

PASSED ON THE FIRST READING ON THE 15th DAY OF December 2003.

ADVERTISED ON THE 9th DAY OF January 2004

PASSED ON THE SECOND READING ON THE 20th DAY OF January 2004.


MAYOR

ATTEST:

Marita Rhodes
CITY CLERK