

**GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA**

JANUARY 6, 2014
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes from December 16, 2013, Regular Meeting
Approval of Minutes from December 16, 2013, Community Redevelopment Agency
Approval of Minutes from December 20, 2013, Special Meeting
4. Proclamation Declaring January 17, 2014, to be Arbor Day
5. **ACTION AGENDA ITEMS:**
 - A. Discussion and Action Regarding Design Plans and Specifications – Tiger Point Club House and Pro Shop
 - B. Discussion and Action Regarding Recommendation by South Santa Rosa Utility Board – Clay Circle Development
 - C. Discussion and Action Regarding Interlocal Agreement, Santa Rosa County Supervisor of Elections Office
 - D. Discussion and Action Regarding Updated Capacity Analysis Report
 - E. Discussion and Action Regarding GovDeals Auction Items
 - F. Discussion and Action Regarding Acquisition of a Surplus Humvee
 - G. Discussion and Action Regarding User Fee, Open Basketball
 - H. Discussion and Action Regarding Letter of Support, EPA Brownfields Assessment Grant Program
 - I. Discussion and Action Regarding Highway 98 Traffic Signal Timings
 - J. Discussion and Action Regarding Discussion and Action Regarding Possible Litigation against Nextel

6. New Business
7. Open Forum
8. Adjournment

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

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

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

The 1,238th Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Monday, December 16, 2013, at 6:30 p.m

Upon call of the roll the following Councilmembers were present: Councilman Fitch, Councilman Henderson, Councilman Landfair, Mayor Pro Tem Schluter, and Mayor Beverly Zimmern.

APPROVAL OF MINUTES:

Councilman Landfair moved for approval of the minutes for the Regular Meeting held on Monday, December 2, 2013. Councilwoman Fitch seconded. The vote for approval was unanimous.

Councilman Landfair moved for approval of the minutes for the Special Meeting held on Monday, December 11, 2013. Councilman Henderson seconded. The vote for approval was unanimous.

BEAUTIFICATION COMMITTEE AWARD PRESENTATIONS:

Ellie Ackley with the Beautification Committee presented Holiday Decoration awards to the following winners: Ben Renfro, 224 Northcliff Drive; Wando Mayo, 76 Highpont Drive; Dale and Teresa Knee, 500 Silverthorn Drive; Beverly Nall, 208 Williamsburg Drive; Charles and Penny Emling, 605 Chesapeake Drive; and Stan and Katherine Search, 224 Northcliff Drive (who were not present).

COMPLETION OF EAGLE SCOUT PROJECT:

Connor Harris addressed the Mayor and City Council and provided a summary of his Eagle Scout project. He thanked the Mayor, City Council, and City Manager for their support and donation.

RESOLUTION 37-13:

**RESOLUTION APPROVING A PLAN OF FINANCE
FOR LIVINGVENTURES CONSORTIUM GROUP
ONE, LLC, ISSUANCE OF UP TO \$140,000,000 IN
CAPITAL TRUST AGENCY BONDS, AND
AMENDMENT TO INTERLOCAL AGREEMENT AS
REQUIRED**

Councilman Schluter moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was unanimous.

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

RESOLUTION 38-13: **RESOLUTION APPROVING A PLAN OF FINANCE FOR LIVING VENTURES CONSORTIUM GROUP TWO, LLC, ISSUANCE OF UP TO \$70,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED**

Councilwoman Fitch moved for approval of the Resolution. Councilman Schluter seconded. The vote for approval was unanimous.

RESOLUTION 39-13: **RESOLUTION APPROVING A PLAN OF FINANCE FOR LVI RD MELBOURNE, LLC, ISSUANCE OF UP TO \$35,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED**

Councilman Landfair moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was unanimous.

RESOLUTION 40-13: **RESOLUTION APPROVING A PLAN OF FINANCE FOR LVI RD NEW SMYRNA BEACH, ISSUANCE OF UP TO \$35,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED**

Councilman Henderson moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was unanimous.

RESOLUTION 41-13: **RESOLUTION APPROVING A PLAN OF FINANCE FOR RIMROCK DEVLIN, LLC, ISSUANCE OF UP TO \$165,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED**

Councilwoman Fitch moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was unanimous.

RESOLUTION 42-13: **RESOLUTION APPROVING A PLAN OF FINANCE FOR ONE HC-JENSEN BEACH, LLC AND TWO HC-**

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

**JENSEN BEACH, LLC, ISSUANCE OF UP TO
\$65,000,000 IN CAPITAL TRUST AGENCY BONDS,
AND AMENDMENT TO INTERLOCAL
AGREEMENT AS REQUIRED**

Councilwoman Fitch moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was unanimous.

PUBLIC HEARING REGARDING:

**RESOLUTION 44-13 RESOLUTION APPROVING INCREASE OF WATER
AND SEWER RATES FOR UTILITY CUSTOMERS IN
THE CITY OF GULF BREEZE**

The Resolution was read by title only by the City Clerk. The Mayor opened the floor for public comments and none were made. Councilman Schluter moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was unanimous.

**RESOLUTION 45-13: RESOLUTION APPROVING INCREASE OF SEWER
RATES FOR UTILITY CUSTOMERS IN THE SOUTH
SANTA ROSA UTILITY SYSTEM**

The Mayor opened the floor for comments and none were made. Councilwoman Fitch moved for approval of the Resolution. Councilman Schluter seconded. The vote for approval was unanimous.

The Mayor then adjourned public hearing.

CONSENT AGENDA ITEMS:

That the City Council approve the following Consent Agenda Items: A, B, C, D, and E:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING COMPLETION OF
EAGLE SCOUT PROJECT.**

Reference: City Manager memo dated December 6, 2013

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

B. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF TWO NEW POLICE VEHICLES.

Reference: Interim Chief of Police memo dated December 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE PURCHASE OF TWO NEW POLICE INTERCEPTORS FOR THE STATE CONTRACT PRICE OF \$37,365.00 EACH FROM HUB CITY FORD, CRESTVIEW, FLORIDA.

C. SUBJECT: DISCUSSION AND ACTION REGARDING REPAIR OF BAY LIFT STATION.

Reference: Assistant Director of Public Services memo dated December 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE WARRINGTON UTILITY & EXCAVATING TO COMPLETE THE BAHAMA BAY LIFT STATION REPAIRS FOR \$8,500.00.

D. SUBJECT: DISCUSSION AND ACTION REGARDING ADJUSTMENT TO THE POLICE OFFICERS RETIREMENT PLAN 2012-2013.

Reference: City Manager memo dated December 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE EXPENDITURE OF \$57,708 FROM PAYROLL SAVINGS IN FY 2014 TO THE POLICE PENSION FUND TO BALANCE PLAN ASSETS WITH LIABILITIES.

E. SUBJECT: DISCUSSION AND ACTION REGARDING SELECTION OF AUDITORS FOR 2014.

Reference: Director of Finance memo dated December 4, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL CREATE AN AUDIT COMMITTEE AND DESIGNATE AT LEAST TWO COUNCIL MEMBERS TO COMPRISE THE AUDIT COMMITTEE.

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

THAT THE CITY COUNCIL AUTHORIZE THE AUDIT COMMITTEE TO ISSUE A REQUEST FOR PROPOSAL FOR AUDITING SERVICES IN ACCORDANCE WITH STATE STATUTE AND TO MAKE RECOMMENDATION FOR CONTRACT NEGOTIATION TO THE CITY COUNCIL WITHIN 90 DAYS, AND THE COUNCIL AUTHORIZE THE AUDIT COMMITTEE TO REQUEST ASSISTANCE OF STAFF.

Councilman Henderson moved for approval of Consent Agenda Items A, B, C, D, and E. Councilman Landfair seconded. The vote for approval was unanimous.

ACTION AGENDA ITEM: None

NEW BUSINESS:

Mayor would like to present City staff with gift certificates for the holidays. After discussion, Councilman Schluter made a motion that gift certificates be purchased for staff. Councilwoman Fitch seconded. The vote for approval was unanimous.

City Manager advised that a Special Meeting would need to be scheduled before the end of the year. The purpose of the meeting would be to seek approval for purchase of new lawn maintenance equipment for Tiger Point Golf Club. The meeting will most likely be scheduled at the end of the week.

OPEN FORUM:

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 6:51 p.m.

Stephanie D. Lucas, City Clerk

Beverly H. Zimmern, Mayor

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

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Monday, December 16, 2013, at 6:51 p.m.

The following members were present: Councilwoman Cherry Fitch, Councilman David G. Landfair, Councilman Joseph Henderson, Mayor Pro Tem Schluter and Mayor Zimmern.

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

CONSENT AGENDA ITEMS:

RECOMMENDATION:

That the City Council approve the following Consent Agenda Items: A and B:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING REPLACEMENT OF
DEAD TREES ALONG ST. FRANCIS DRIVE.**

Reference: Assistant City Manager memo dated December 6, 2013

RECOMMENDATION:

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE
COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, DECEMBER 16, 2013,
AND APPROVE STAFF RECOMMENDATION OF REPLACING TREES ALONG
ST. FRANCIS DRIVE FOR \$2,550.00.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING MASTER PLANNING
INVOICE FROM VHB MILLERSELLEN.**

Reference: Assistant City Manager memo dated December 11, 2013

RECOMMENDATION:

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE
COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, DECEMBER 16, 2013,
AND APPROVE PAYMENT OF INVOICE 170919 FOR \$7,645.92 TO VHB
MILLERSELLEN.**

Councilman Landfair moved for approval of Consent Agenda Items A and B. Councilman Henderson seconded. The vote for approval was unanimous.

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

OPEN FORUM:

ADJOURNMENT:

The Mayor adjourned the meeting at 6:53 p.m.

Stephanie D. Lucas, City Clerk

Beverly H. Zimmern, Mayor

**MINUTES OF A SPECIAL MEETING BY THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

A Special Meeting by the Gulf Breeze City Council, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Friday, December 20, 2013, at 9:00 a.m.

The following Councilmen were present: Mayor Pro Tem J. B. Schluter, David Landfair, Cherry Fitch and Mayor Beverly Zimmern. Councilman Henderson was unable to attend due to work commitments.

The City Attorney explained the reason for the short notice of the meeting was because, due to the holidays, this date was the last day of the year that a quorum could be met in efforts to act on a potential 20% savings before the end of the year. The City Attorney recommended that the Council make a specific finding of the emergency nature of this meeting because of (i) the absence of quorum if not held this date, and (ii) the need to act before year's end to achieve the savings offered to the City. Councilwoman Fitch so motioned. Councilman Schluter seconded. The vote for approval was 4-0.

A. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF GROUND MAINTENANCE EQUIPMENT FOR TIGER POINT GOLF CLUB.

Reference: City Manager memo dated December 18, 2013

**RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE PURCHASE OF THE EQUIPMENT LISTED ON THE EXHIBIT "A" FOR \$655,000 FROM JACOBSEN.**

Councilman Landfair Councilman Henderson moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was 4-0.

OPEN FORUM:

ADJOURNMENT: The Mayor adjourned the Special Meeting at 9:13 a.m.

Stephanie D. Lucas, City Clerk

Beverly H. Zimmern, Mayor



City of Gulf Breeze

PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, the anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, do hereby proclaim January 17, 2014, to be

ARBOR DAY

In Gulf Breeze, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees, and woodlands,

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this _____ day of January, 2014.

Leslie Guyer, City Clerk

Beverly H. Zimmern, Mayor



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 1/3/2014

Subject: Design Plans and Specifications – Tiger Point Club House and Pro Shop

As discussed at the December 11th workshop relative to Tiger Point Golf Club, the Club House building is in need of redesign/remodeling in order to meet its full potential. Since 2005, the pro shop has occupied a portion of the main building and the satellite building near the driving range and the first tee that formerly housed the pro shop is empty and in disrepair.

The restaurant/meeting room/special event space is “chopped up”. This space could be better utilized through reorganization and remodeling.

The work we need accomplished at this point is:

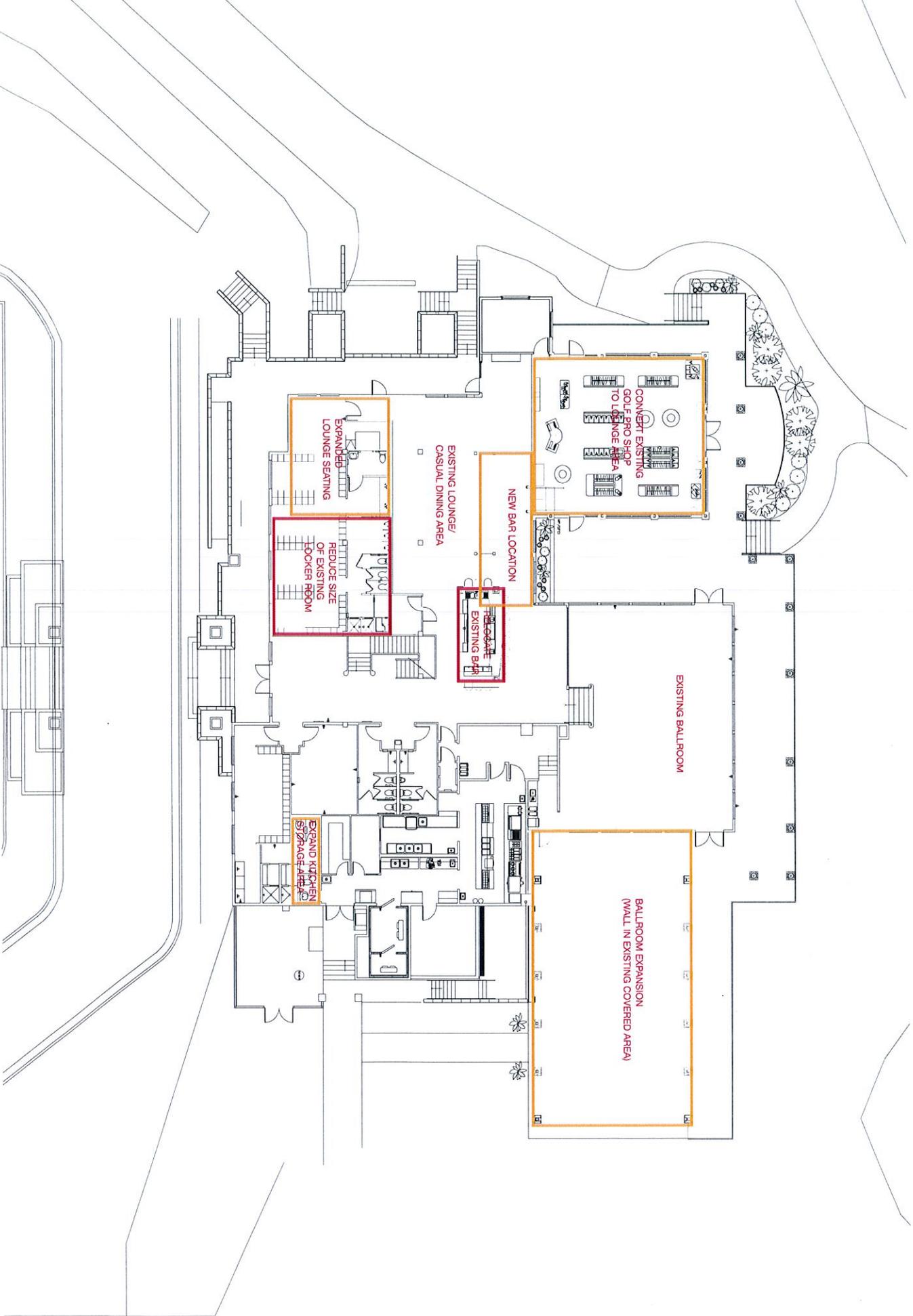
1. Development of a consensus plan for use of the pro shop and club house.
2. Preparation of design.
3. Preparation of specifications for bid purposes.
4. Monitoring of construction to assure that building results match plans.

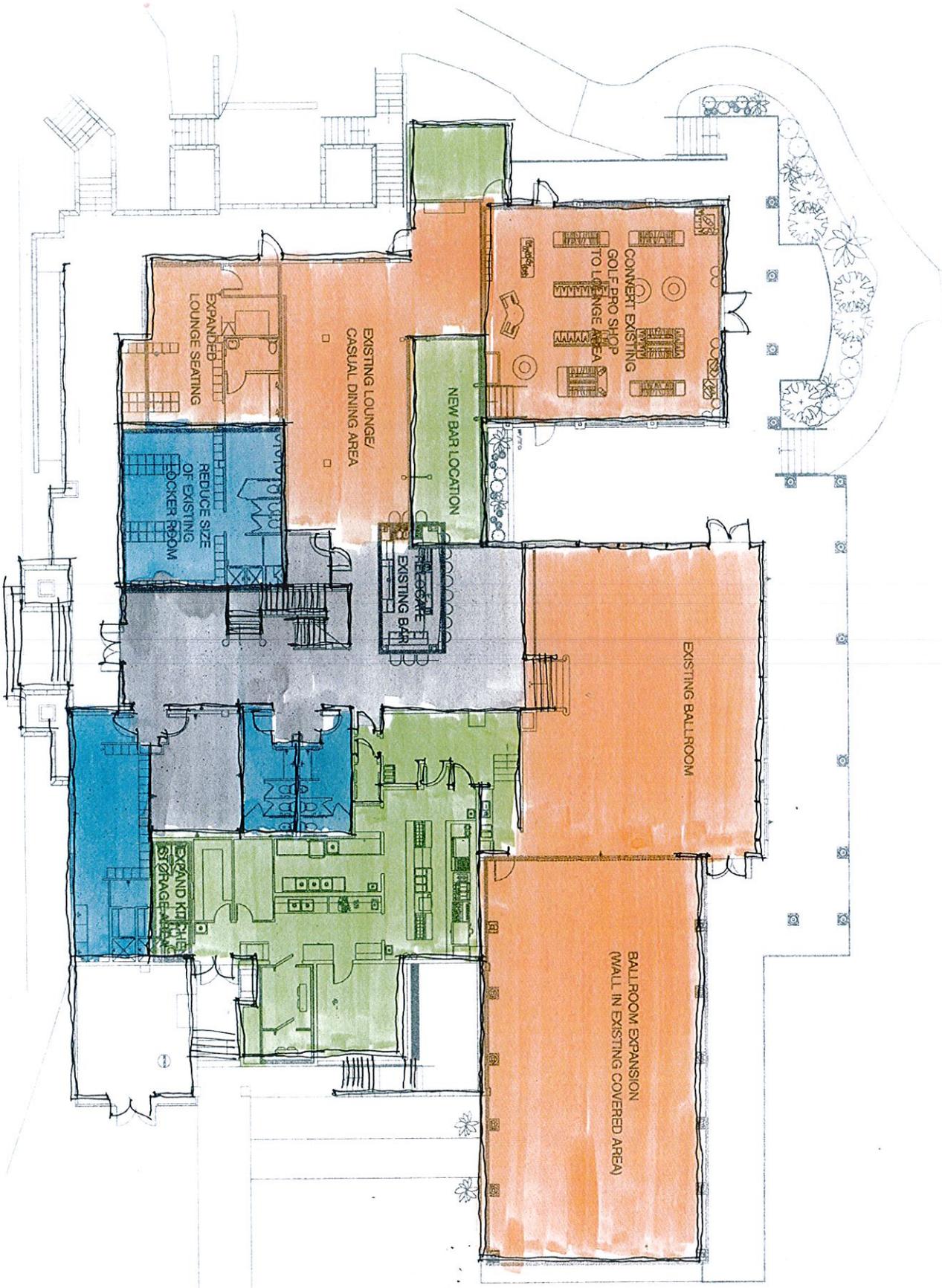
There are several ways to address these issues:

1. Prepare a Request for Proposals for an Architectural Design firm to assist as described above.
2. Enter into a contract with Bay Design, the firm that designed the Community Center. Bay Design has offered to complete the work noted for a price of \$34,000 which is 8.5% of estimated \$400,000 cost. This price is in line with state guidelines for architect/engineering services based on the complexity of the work.
3. We could conduct interviews with one or two other architectural firms to test their interest in the project and obtain statements of qualifications and price.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE STAFF TO ENTER INTO A CONTRACT WITH BAY DESIGN FOR ARCHITECTURAL DESIGN SERVICES FOR REMODELING THE TIGER POINT COUNTRY CLUB AND PRO SHOP BUILDINGS FOR A COST NOT TO EXCEED \$34,000.







City of Gulf Breeze

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 1/2/2014

Subject: Recommendation by South Santa Rosa Utility Board – Clay Circle Development

Staff is working with a developer on the build out of up to 32 lots in the Clay Circle area north of U.S. 98. The location of which is indicated on the attached aerial photo. This area is within our wastewater franchise area, however, there is no force main in the area. Developers cannot justify the expense of a force main to serve a small project when many others will benefit from the project. In order to extend a force main to this unserved area and drastically reduce or eliminate the use of septic tanks in the area, the SSRUS Board, the developer, and staff recommend the following:

- 1) City pays \$124,912 to Warrington Utility and Excavating for construction of the force main. This price was obtained by engineers hired by the developer who were paid by the City to design the project to our specifications and to secure quotes.
- 2) Develop pays City \$12,772 immediately as well as 50% of wastewater impact fees for the first 12 lots ($12 \times \$5,200 = \$62,400 \times 50\% = \$31,200$). The remaining 50% of the wastewater impact fee will be paid when individual building permits are pulled.
- 3) Each impact fee paid in the area served by the new force main will be increased by \$95 that will cover the cost of the force main extension.
- 4) The source of the \$124,912 will be the SSRUS "impact fee reserve."

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE WARRINGTON UTILITY AND EXCAVATING TO CONSTRUCT A 6" FORCE MAIN FROM U.S. 98 NORTH OF BERGREN ROAD AND ON RIVER BIRCH ROAD FOR A COST OF \$124,912. THAT THE CITY COUNCIL APPROVE THE INCREASE OF \$95 PER EQUIVALENT RESIDENTIAL UNIT IN IMPACT FEES FOR THE UNITS BUILT IN THE AREA THAT WILL BENEFIT FROM THE NEW FORCE MAIN.



CLAY CIR

20
LOTS

Clay Cir, Gulf Breeze, FL 325

12
LOTS

2" FORCEMAIN

6" FORCEMAIN

BERGREN ROAD

RIVERBIRCH ROAD

01/02 13:45



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: December 6, 2013
RE: Clay Circle Development

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

The developer has designed and bid a sewer force main project to provide service to his development on Clay Circle. The Bergren Road force main will provide many opportunities for connecting existing facilities and future developments. The developer received three bids, with the low bid being from Warrington Utility & Excavating, a contractor the City uses often.

The total bid was \$124,912.25, of which \$12,772.50 will be paid by the developer for onsite work and \$14,618.75 is a proposed alternate to extend the 6" force main and \$97,521 is the cost to the utility for the 6" force main on Bergren and River Birch Road. These areas are delineated on the attached aerial photograph.

The developer has plans for 30 total units to be developed in this area, but is only immediately developing 12 lots. The impact fees expected were \$156,000 but will be only \$62,400 immediately. The developer plans begin development of the remainder of the lots within one year .

In order to alleviate the burden of paying for the force main, staff suggests that we institute an aid in construction assessment to recover the cost of the force main. The 6" main has a capacity of approximately 1,200 equivalent residential units (ERUs). The cost of the force main per ERU is \$93.45, so we suggest charging each connection an additional \$95.00 per ERU to recover the cost of the force main. The Board should keep in mind that this will set a precedent, and future projects where the utility constructs the main should be limited to large areas where significant future development is possible with mains with 6" diameter and larger.

We also recommend that 50% of the impact fees for the 12 lots be paid prior to installation of the force main.

RECOMMENDATION: The SSRUS Board recommends to the City Council award of the Bergren Road force main construction to Warrington Utility and Excavating for \$124,912.25, with reimbursement of \$12,772.50 by the developer for construction costs and contingent upon receipt of 50% of impact and aid in construction fees for the 12 lots. The utility will also adopt a \$95 per ERU aid in construction fee for all projects/customer that connect through this force main.

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox Street Pensacola, FL 32534

Phone (850) 476-8677 Fax (850) 476-7708

fitzpatrick@fitzeng.com

Board of Professional Engineers Certification # 00008423

December 3, 2013

Thomas Lambert
Assistant Director of Public Works
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

RE: Bergren Road Low Pressure Forcemain

Dear Mr. Lambert,

Please find attached copies of bids received from three contractors for the construction of the referenced low pressure forcemain project. The low bid was received from Warrington Utility and Excavating. Their total bid including the base bid and additive alternate was 121,112.25. We will add \$2,000.00 for clearing the 5' easement along Clay Circle mentioned in the notes and 3 services not shown on the bid making the total bid **\$124,912.25**. Other bids received were from Utility Service Company, Inc. at \$198,074.00 total and Brown Construction Company of Northwest Florida, Inc. at \$192,243.10.

I have reviewed the bids and find Warrington Utility and Excavating to be the lowest responsible bidder. I hereby recommend the contract award to them in the amount of **\$124,912.25**. If you have questions or comments on this matter please do not hesitate to give me a call.

Sincerely,



David W. Fitzpatrick, P.E.

DAVID W. FITZPATRICK, P.E., P.A.
 10250 NORTH PALAFOX STREET
 PENSACOLA, FLORIDA 32534
 850-476-8677
 CA 8423

RE: BERGREN ROAD FORCEMAIN BID COMPARISON

THE PROJECT CONSIST OF APPROXIMATELY 5287 LF OF 6" PVC AND 826 LF OF 2" PVC FORCEMAIN WITH APPURTENANCES US HWY 98 WILL BE BORED FOR CONNECTION OF THE 6" FORCEMAIN TO THE EXISTING 12" IN THE MEDIAN. BIDS WERE RECEIVED FROM; UTILITY SERVICE COMPANY, BROWN CONSTRUCTION OF NWF, AND WARRINGTON UTILITY EXCAVATING. RESULTS WERE AS FOLLOWS:

WARRINGTON

1 MOBILIZATION	1	LS	\$4,500.00	\$4,500.00
2 12" DIA STEEL CASED BORE	50	LF	\$120.00	\$6,000.00
3 12X6 TSV AND CHECK VALVE	1	EA	\$3,850.00	\$3,850.00
4 6" SDR 26	4402	LF	\$12.75	\$56,125.50
5 10" DIRECTIONAL BORE	95	LF	\$85.00	\$8,075.00
6 6" MJ 90	3	EA	\$425.00	\$1,275.00
7 6" MJ 45	3	EA	\$415.00	\$1,245.00
8 6" PLUG	1	EA	\$275.00	\$275.00
9 6" GATE VALVE W/ BOX	2	EA	\$775.00	\$1,550.00
10 6X2 TEE	1	EA	\$345.00	\$345.00
11 2" GATE VALVE W/ BOX	1	EA	\$450.00	\$450.00
12 2" SDR 26	826	LF	\$8.00	\$6,608.00
13 2" FLUSH STATION AND FLUSH STAN	1	EA	\$550.00	\$550.00
14 1 1/2" SHORT SERVICE	10	EA	\$600.00	\$6,000.00
15 EROSION CONTROL	5500	LF	\$0.75	\$4,125.00
16 MOT ON BERGREN RIVER BIRCH & 98	1	LS	\$3,000.00	\$3,000.00
17 CUT & PATCH ASPHALT DWAY	12	SY	\$120.00	\$1,440.00
18 CUT & PATCH CONCRETE DWAY	24	SY	\$45.00	\$1,080.00
				\$106,493.50

ADDITIVE/ DEDUCTIVE ALTERNATE

1 10" DIRECTIONAL BORE	60	LF	\$85.00	\$5,100.00
2 12" DIA STEEL CASED BORE	50	LF	-\$120.00	-\$6,000.00
3 6" SDR 26	200	LF	\$12.75	\$2,550.00
4 EROSION CONTROL	250	LF	\$0.75	\$187.50
			NOT ACCEPTED	\$4,837.50

ADDITIVE ALTERNATE

1 6" SDR 26	885	LF	\$12.75	\$11,283.75
2 6" GATE VALVE W/ BOX	1	EA	\$775.00	\$775.00
3 6X2 TEE	1	EA	\$345.00	\$345.00
4 2" GATE VALVE W/ BOX	1	EA	\$450.00	\$450.00
5 2" STUB OUT WITH CAP	1	EA	\$200.00	\$200.00
6 2" SDR 26	30	LF	\$8.00	\$240.00
7 2" FLUSH STATION AND FLUSH STAN	1	EA	\$550.00	\$550.00
8 EROSION CONTROL	900	LF	\$0.75	\$675.00
9 MOT ON RIVER BIRCH	1	LS	\$100.00	\$100.00
				\$14,618.75

TOTAL \$121,112.25

BROWN

1 MOBILIZATION	1	LS		
2 12X6 WET TAP AND CV ASSEMBLY	1	LS		
3 12" AUGER BORE HWY 98	50	LF		
4 6" CL 160 PVC PIPE	4410	LF		
5 2" CL 200 PVC PIPE	825	LF		
6 12" BORE FOR COUNTY ROAD X	96	LF		

7 6" GATE VALVE	2	EA	
8 2" GATE VALVE	1	EA	
9 2" FLUSH STAND	1	EA	
10 1 1/2" SERVICE	7	EA	
11 CUT AND PATCH DRIVEWAYS	1	LS	
12 CLEARING AND GRUBBING	1	LS	
13 ROW RESTORATION SEED/MULCH	1	LS	
			\$166,881.60

ADDITIVE ALTERNATE

1 MOBILIZATION	1	LS	
2 6" CL 160 PVC PIPE	885	LF	
3 2" FLUSH STAND	1	EA	
4 1 1/2" SERVICE	6	EA	
5 2" STUB OUT	1	EA	
6 6" GATE VALVE (RELOCATED)	1	EA	
7 ROW RESTORATION SEED/MULCH	1	LS	
			\$25,361.50

TOTAL \$192,243.10

UTILITY SERVICE COMPANY	UNIT	U/M	PRICE	EXTEND
1 HWY 98 BORE	1	LS	\$25,529.00	\$25,529.00
2 6" TAP AND TIE IN	1	LS	\$5,168.00	\$5,168.00
3 6" FORCEMAIN	5275	LF	\$22.60	\$119,215.00
4 12" PE CASING	160	LF	\$95.00	\$15,200.00
5 DRIVEWAY PATCHING	1	LS	\$3,307.00	\$3,307.00
6 2" FORCEMAIN	840	LF	\$6.15	\$5,166.00
7 SERVICES	13	EA	\$655.00	\$8,515.00
8 6" VALVE AND BOX	3	EA	\$658.00	\$1,974.00
9 2" VALVE AND BOX	2	EA	\$345.00	\$690.00
10 RW RESTORATION	1	LS	\$3,850.00	\$3,850.00
11 MOT	1	LS	\$660.00	\$660.00
12 CLEAR AND HAUL	1	LS	\$7,400.00	\$7,400.00
13 FLUSH STAND	2	EA	\$700.00	\$1,400.00
			TOTAL	\$198,074.00

NOTES:

1. BROWN AND WARRINGTON EXCLUDED SELECT MATERIAL.
2. UTILITY SERVICE COMPANY APPEARS TO NOT EXCLUDE SELECT MATERIAL
3. UTILITY SERVICE COMPANY HAS NO QUALIFICATIONS ON THEIR BID.
4. WARRINGTON DIDN'T INCLUDE 3 SERVICES

TOTALS COMPARISON WITH CORRECTIONS

	TOTAL WITH ADDITIVE ALTERNATE	ADD FOR CLEARING ON CLAY ROAD	ADD FOR SERVICE DIFFERENTIAL	TOTAL
1 WARRINGTON	\$121,112.25	\$2,000.00	\$1,800.00	\$124,912.25
2 BROWN	\$192,243.10			\$192,243.10
3 UTILITY SERVICE COMPANY	\$198,074.00			\$198,074.00

QUANTITY COMPARISON

	USC	DIFF FROM DWF	BROWN	DIFF FROM DWF	WARRINGTON	DIFF FROM DWF	DWF
6" TOTAL	5275	12	5295	-8	5287	0	5287
2" TOTAL	840	-14	825	1	826	0	826
BORE	1		50	0	50	0	50
PE BORE	160	-64	96	0	95	1	96
SERVICE	13	0	13	0	10	3	13



Telephone: 850-476-2280

Fax: 850-476-2283

Email: wuediggers@bellsouth.net

8401 Untreiner Ave.
Pensacola, FL 32534

Underground Utility: CUC1224889

Fire Main: FPC11-000045

Bid Name: Bergren Road Low Pressure Force Main

11/22/2013

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ls	\$ 4,500.00	\$ 4,500.00
2	12" Dia. Steel cased bore	50	lf	\$ 120.00	\$ 6,000.00
3	12" x 6" tapping sleeve & valve w/direct bury check valve	1	ea	\$ 3,850.00	\$ 3,850.00
4	6" sdr26	4300	lf	\$ 12.00	\$ 51,600.00
5	10" directional bore	95	lf	\$ 85.00	\$ 8,075.00
6	6" mj 90 bend	3	ea	\$ 425.00	\$ 1,275.00
7	6" mj 45 bend	3	ea	\$ 415.00	\$ 1,245.00
8	6" plug	1	ea	\$ 275.00	\$ 275.00
9	6" gate valve w/box	2	ea	\$ 775.00	\$ 1,550.00
10	6" x 2" tee	1	ea	\$ 345.00	\$ 345.00
11	2" gate valve w/box	1	ea	\$ 450.00	\$ 450.00
12	2" sdr26	1165	lf	\$ 8.00	\$ 9,320.00
13	2" flush station & flush stand	1	ea	\$ 550.00	\$ 550.00
14	1 1/2" short service	10	ea	\$ 600.00	\$ 6,000.00
15	Erosion control, silt fence	5500	lf	\$ 0.75	\$ 4,125.00
16	MOT on Bergren, River Birch Rd. & Hwy. 9	1	ls	\$ 1,000.00	\$ 1,000.00
17	Cut & patch asphalt driveway	12	sy	\$ 120.00	\$ 1,440.00
18	Cut & patch concrete driveway	24	sy	\$ 45.00	\$ 1,080.00
	Total Base Bid				\$ 102,680.00
	Additive/Deductive Alternates				
1	10" Directional bore	60	lf	\$ 85.00	\$ 5,100.00
2	12" dia. Steel cased bore	50	lf	\$ (120.00)	\$ (6,000.00)
3	6" sdr26	200	lf	\$ 12.00	\$ 2,400.00
4	Erosion control, silt fence	250	lf	\$ 0.75	\$ 187.50
	Additive/Deductive Alternates				\$ 1,687.50
	Additive Alternates				
1	6" sdr26	885	lf	\$ 12.00	\$ 10,620.00
2	6" gate valve w/box	1	ea	\$ 775.00	\$ 775.00
3	6" x 2" tee	1	ea	\$ 345.00	\$ 345.00
4	2" gate valve	1	ea	\$ 450.00	\$ 450.00
5	2" stub out w/cap	1	ea	\$ 200.00	\$ 200.00
6	2" sdr26	30	lf	\$ 8.00	\$ 240.00
7	2" flush station & flush stand	1	ea	\$ 550.00	\$ 550.00
8	Erosion control, silt fence	900	lf	\$ 0.75	\$ 675.00
9	MOT on River Birch Rd	1	ls	\$ 100.00	\$ 100.00
	Total Additive Alternates				\$ 13,955.00

Please note price does not include the following

- ** Any bond
- ** Any de-watering, if dewatering is needed there will be a \$2,500.00 minimum and/or \$13.00/ft
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive materials
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increase
- ** Price subject to change due to any unforeseen circumstance, or any utilities encountered that need alteration
- ** Clearing on Private property on Clay Circle \$2,000.00, if needed



Since 1995
 Certified General &
 Underground Utility Contractors
 CGCO45510 CUC056748 AL44998



David Fitzpatrick
 David Fitzpatrick, PE, PA

Re: Bergren Rd / River Birch Rd LPFM

We are please to provide our price for the following scope of work on the above referenced project.

Base Bid

1	Mobilization	1	LS	
2	12" x 6" Wet Tap and CV Assembly	1	LS	
3	12" Auger Bore Hwy 98	50	LF	
4	6" CL 160 PVC Pipe	4410	LF	
5	2" CL 200 PVC Pipe	825	LF	
6	12" Bore for County Road Crossing	96	LF	
7	6" Gate Valve	2	EA	
8	2" Gate Valve	1	EA	
9	2" Flush Stand	1	EA	
10	1-1/2" Service	7	EA	
11	Cut and Patch Driveways	1	LS	
12	Clearing and Grubbing	1	LS	
13	ROW Restoration - Seed and Mulch	1	LS	
				TOTAL \$ 166,881.60

Additive Alternate

1	Mobilization	1	LS	
2	6" CL 160 PVC Pipe	885	LF	
3	2" Flush Stand	1	EA	
4	1-1/2" Service	6	EA	
5	2" Stub Out	1	EA	
6	6" Gate Valve (relocated from Base Bid, \$0)	1	EA	
7	ROW Restoration - Seed and Mulch	1	LS	
				TOTAL \$ 25,361.50

Notes:

- 1 Items not specifically noted are excluded.
- 2 Tap & Impact Fees are excluded.
- 3 Layout/Survey to be provided by others.
- 4 Removal & Replacement of Unsuitable Material is excluded.
- 5 Relocation of existing utilities is excluded.
- 6 Scope and price based on revised plans dated 11/13/13 and subject to change upon review of permitted plans and specs.
- 7 Alternate to Directional Bore 98 instead of Auger Bore did not appear to be cost effective.
- 8 Grinder Stations and connection to building plumbing to be provided by others.
- 9 ROW restoration is limited to seed and mulch.
- 10 Gulf Power Monitor charges for work within GP easement are excluded.

Thank you for the opportunity to quote this work. Should you have any questions or need further information, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gabe Jackson", with a horizontal line extending to the right.

Gabe Jackson

City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Fla. 32561

Date: 21-Nov-13
From: Utility Service Company, Inc.
4326 Gulf Breeze Parkway
Gulf Breeze, FL 32561

RE: Bergren Low Pressure Sewer Line

Description	Contract Items			
	Units	U/M	Price	Amount
1. Hwy 98 Bore	1.00	LS	\$ 25,529.00	\$ 25,529.00
2. 6" Tap and Tie In	1.00	LS	\$ 5,168.00	\$ 5,168.00
3. 6" Force Main	5,275.00	LF	\$ 22.60	\$ 119,215.00
4. 12" P.E. Casing	160.00	LF	\$ 95.00	\$ 15,200.00
5. Drive Way Patching	1.00	LS	\$ 3,307.00	\$ 3,307.00
6. 2" Force Main	840.00	LF	\$ 6.15	\$ 5,166.00
7. Services	13.00	EA	\$ 655.00	\$ 8,515.00
8. 6" Valve and Box	3.00	EA	\$ 658.00	\$ 1,974.00
9. 2" Valve and Box	2.00	EA	\$ 345.00	\$ 690.00
10. R/W Restoration	1.00	LS	\$ 3,850.00	\$ 3,850.00
11. MOT	1.00	LS	\$ 660.00	\$ 660.00
12. Clear and Haul	1.00	LS	\$ 7,400.00	\$ 7,400.00
13. Flush Stands	2.00	EA	\$ 700.00	\$ 1,400.00
Totals				\$ 198,074.00



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk 

Date: 12/27/13

Subject: Interlocal Agreement, Santa Rosa County Supervisor of Elections Office

The City's Interlocal Agreement with the Supervisor of Elections Office is set to expire. This agreement spells out the Supervisor's role and the City's role in elections as they are held for the three regularly scheduled elections. Supervisor of Elections, Tappie Villane, has prepared a new agreement for the City Council's consideration which is a renewal of the previous agreement.

By having the Santa Rosa County Elections Office provide these election services, such as poll worker training, staffing for early voting, election day staffing, and having ballots printed for the City, it saves the City approximately \$23,560.00 (see attached information).

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE INTERLOCAL AGREEMENT BETWEEN THE SANTA ROSA COUNTY SUPERVISOR OF ELECTIONS AND THE CITY OF GULF BREEZE FOR THE PERIOD JANUARY 2014 THROUGH DECEMBER 31, 2016.

December 20, 2013

The following are “estimated” election costs to the City of Gulf Breeze in the event there was not an Inter-Local Agreement in place **or** that a Special Election would be needed by the City during a non-election cycle:

Mail Ballot:

Ballots: 2480.00
Layout and Coding of the ballots: 2000.00
Envelopes (outgoing, incoming and secrecy): 3500.00
Advertising: 4000.00
Postage: 5280.00
Court Reporter: 1000.00
Instructions: 800.00
Office Supplies: 500.00
Staff Overtime/Extra help: 4000.00

Total: 23,560.00

Polling Place:

Ballots: 2480.00
Layout and Coding of the ballots: 2000.00
Audio for Ballot: 1000.00
Envelopes (outgoing, incoming and secrecy for absentees): 2000.00
Advertising: 4000.00
Postage for absentees: 1650.00
Court Reporter: 1000.00
Instructions for absentees: 250.00
Office Supplies: 500.00
Staff Overtime/Extra help: 4000.00
Election Day Workers: 858.00
Training of Election Day Workers: 200.00
Van Mileage: 30.00
Security at Elections Office: 100.00
Computer tech available for tabulation: 1000.00
Early Voting (8 days): 2160.00

Total: 23,228.00

*These costs are based on current pricing and the current number of registered voters in
Precinct 22*

**INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND THE CITY OF GULF BREEZE**

This Interlocal Agreement, is made and entered into the _____ day of _____ of 2____ by and between the City of Gulf Breeze, Florida, A municipal corporation (hereafter designated City), and the Santa Rosa County Office of the Supervisor of Elections (hereinafter designated Supervisor), to enumerate election responsibilities.

Whereas, the City and County have a common need to conduct Elections related to candidates and issues affecting both the City and County jointly and separately.

Whereas, the City and County are authorized by Florida Statute 163.01 Et. Seq. to enter into interlocal agreements so as to provide mutual advantage and thereby provide better services for the needs and development of local communities.

Now Therefore, for and in consideration of mutual benefits and for good and valuable considerations, the Supervisor and the City, agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to establish the responsibility of the Supervisor in the conduct of Official City Elections, including those for Mayor, Council Members and any Referendum which the City Council directs to be put before its citizens for vote. Also, it will establish the responsibilities of the City.

2. The Supervisor agrees (in accordance with 15-2-015, FAC); To conduct Elections for the City as follows:

- (a) Verify Candidate Petitions
- (b) Order Ballots for City Elections
- (c) Maintain Physical Security of Ballots at all times
- (d) Set Tabulation Parameters
- (e) Conduct Logic and Accuracy Tests as required by F.S. 101.5612
- (f) Mail Absentee Ballots to City residents as verified by the City Clerk
- (g) Verify the validity of returned absentee ballots
- (h) Provide all necessary election equipment
- (i) Utilize the County Election Board in the conduct of all Elections
- (j) Utilize the County Canvassing Board to canvass the Election
- (k) Tabulate Results
- (l) Report on Election results
- (m) Store and dispose of all voted and un-voted Ballots as required by law

3. The City Agrees to:

- (a) Qualify all Candidates for City Offices in accordance with Florida Election Laws and the City Charter
- (b) Provide a listing of all Candidates for City offices and/or the question language conforming to F.S. 101.161 for any issues to be placed on the Ballot, to the Office of the Supervisor of Elections in a timely manner
- (c) Assist in determining correct absentee voter residency prior to the mailing of absentee ballots
- (d) Provide Canvassing Board Members or assistance as may be deemed necessary or appropriate by the City and/or Supervisor
- (e) Provide for voter registration application display and distribution

- (f) Be responsible for the placement of any legal advertisements associated with the adoption of any City Ordinances, Referendum, or other Election in accordance with the City Charter and State Election Laws
- (g) Provide the Gulf Breeze Recreation Center for use as a Polling Place for all Federal, State, County, and/or City Elections
- (h) Provide for Police/Security of Election activities as deemed reasonable and appropriate.

4. Duration of Agreement

This Agreement shall remain in effect until December 31, 2016 at which time the parties may agree to renewal.

5. Effective Date

This Agreement shall take effect the day and year first written above, after approval and acceptance by each of the proper officers of the City and County and their seal affixed hereto.

In Witness Whereof, the said Municipal Corporation in pursuance of due and legal action of its City Council has executed these presents causing its name to be signed by its Mayor and its corporation seal to be affixed hereto and on behalf of Santa Rosa County, the Supervisor of Elections for Santa Rosa County whose seal it affixed, the day and year first written.

**The City of Gulf Breeze, Florida
A Municipal Corporation**

(Seal)

By: _____
Mayor

Attest:

City Clerk

**Santa Rosa County, a Political
Subdivision of the State of Florida, by
It's Supervisor of Elections**

(Seal)

By: _____
Tappie A. Villane
Supervisor of Elections

Attest:

Betty Jo Hutcherson
Assistant Supervisor of Elections



Supervisor of Elections Santa Rosa County

Tappie A. Villane
Supervisor of Elections

6495 Caroline Street
Suite F
Milton, Florida 32570

December 19, 2013

Dear Leslie,

It is almost time for the 2014 Election Cycle. I have enclosed two (2) copies of the Inter-local Agreement between the City of Gulf Breeze and the Santa Rosa County Supervisor of Elections Office. Please review the agreement and sign BOTH copies and return in the enclosed self addressed, stamped envelope. Once the agreements are returned, I will complete the information and mail you an original for your file. Please let me know if you have any questions regarding the agreement!

Thanks for your help,

Tappie A. Villane
Supervisor of Elections, Santa Rosa County

ride on Sunday, November 4, 2007, 3:30 p.m. to 5:30 p.m.

- G. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST - GULF BREEZE CHAMBER OF COMMERCE CHRISTMAS PARADE - SATURDAY, DECEMBER 8, 2007

Reference: Deputy Police Chief memo dated October 22, 2007

RECOMMENDATION:

That the City Council approve the request from the Gulf Breeze Chamber of Commerce to have a Christmas Parade on Saturday, December 8, 2007, 10:00 a.m.

- H. SUBJECT: DISCUSSION AND ACTION REGARDING INTERLOCAL AGREEMENT BETWEEN SANTA ROSA COUNTY SUPERVISOR OF ELECTIONS OFFICE AND CITY HALL

Reference: City Clerk memo dated October 23, 2007

RECOMMENDATION:

That the City Council approve the Interlocal Agreement with the Santa Rosa County Supervisor of Elections Office and request that the on duty police officers monitor the election activities at the recreation Center which would eliminate the additional expense for the Elections Office.

- J. SUBJECT: DISCUSSION AND ACTION REGARDING APPOINTMENT OF RON ZIEMBKO AS AN ALTERNATE ON THE BOARD OF ADJUSTMENT

Reference: City Manager memo dated October 25, 2007

RECOMMENDATION:

That the City Council appoint Mr. Ron Ziembko, 475 James River Road, and Mr. Aubrey Ross, 176 Stearns Street, as alternates to the Board of Adjustment.

Regular Council Minutes
November 5, 2007
Page Four

- K. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA COUNTY MUTUAL AID AGREEMENT FOR FIREFIGHTING AGENCIES

Reference: Fire Chief memo dated October 25, 2007



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: January 2, 2014
RE: Updated Capacity Analysis Report

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

The Update Capacity Analysis report is due to the Department of Environmental Protection in February. The Report updates the expected growth in the sewer system and the need for additional capacity. Baskerville-Donovan has submitted a proposal with a fee of \$5,000 to complete the report.

The item will be paid from the normal expense budget in the SSRUS fund. The SSRUS Board was made aware of this expenditure at its December meeting.

RECOMMENDATION: The City Council approve Baskerville-Donovan, Inc. proposal of \$5,000 .

November 26, 2013

Vernon Prather, Director of Public Services
City of Gulf Breeze
P.O. Box 640
Gulf Breeze, FL 32562

RE: 2013 Updated Capacity Analysis Report
BDI Project Number 20410.18

Dear Mr. Prather:

We are pleased to present this proposal for professional services for preparing and submitting the 2013 Updated Capacity Analysis Report in accordance with Rule 62-600,405 F.A.C. Our scope of services shall include preparation and submittal of the report to FDEP.

We propose to perform these professional services for a lump sum fee of \$5,000.

In order to complete this report in a timely manner, the following data shall be provided by the City of Gulf Breeze:

1. Daily Monitoring Reports for the following months, February, May, September and October 2012 and October, November and December 2013. These are necessary so that we can obtain average annual flows, monthly flows, average flows for each month, maximum daily flow for each month, minimum daily flow for each month and three-month average daily flows.
2. The DMR's requested above need to include influent and effluent BOD and TSS readings, not just the flow data.
3. Date the influent meter was last calibrated including name of individual performing test and company.
4. The Register.12 and .13 spreadsheets that will give me information on number of sewer customers for Gulf Breeze and SSRUS through Sept. 13 then the Register.14 spreadsheet which will give remaining data through December 2013. Patsy Mitchell has provided these spreadsheets in the past.

If there are any questions regarding this proposal, please feel free to call. Should the City accept this proposal, please sign below and return to Richard Delp at Baskerville-Donovan, Inc.

Very truly yours,
Baskerville-Donovan, Inc.

ACCEPTED FOR THE CITY OF GULF BREEZE



Richard W. Delp, CSI, CDT
Project Manager

Vernon Prather
Director of Public Services



City of Gulf Breeze

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/5/2014

Subject: **Surplus Items for Disposal**

Attached is a memo from Police Sergeant Stef Neff regarding disposal of surplus items. The first item on the list is two (2) laser speed detection units that have been replaced and are no longer needed. Those units can be sold to any individual and are not restricted in any way.

The second item is the Cargo Truck the City obtained over ten (10) years ago from the U.S. Government. Our intent in obtaining this vehicle was to equip it as a brush truck for fire suppression in heavily wooded areas such as the Gulf Islands National Seashore or Shoreline Park.

We used the Cargo Truck in rescue efforts during Ivan but the intended use as a brush truck proved impractical. Maintenance of brakes and batteries has also been a problem.

There are two (2) alternatives for disposal of this truck. First, we advertise it for sale on GovDeals as we have done with other equipment. Sergeant Neff has seen other vehicles of this type advertised for sale. Second, the Florida Department of Corrections at Century has expressed interest in the vehicle if the City was interested in donating it to them.

The City could advertise the vehicle for sale on GovDeals with a "reserve" of \$5,000 or \$10,000. If the bids fall short of the set reserve, then the vehicle could be donated.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE DISPOSAL THROUGH GOVDEALS OF TWO (2) LASER SPEED DETECTION UNITS WITHOUT RESTRICTIONS AND DISPOSAL THROUGH GOVDEALS OF THE MILITARY SURPLUS CARGO TRUCK WITH A RESERVE AMOUNT OF \$5,000. IF THE BIDS FALL SHORT OF \$5,000, THEN THE COUNCIL APPROVES THE DONATION OF THE CARGO TRUCK TO THE STATE OF FLORIDA DEPARTMENT OF CORRECTIONS AT CENTURY.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

December 9, 2013

To: Edwin Eddy, City Manager

From: Stef Neff, Sergeant

Re: GovDeals Auction Items

I have attached a list of property below that I wish for the city council to deem surplus property in accordance with ordinance # 2-126. These items are of no use to the city any longer and need to be disposed of in accordance with Article 5, Gulf Breeze City Ordinance. As per our surplus property disposal procedures and unclaimed property rules, I would like to auction these items in the "Govdeals" auction site, with the proceeds being directly deposited into the city's general fund. All "Lots" indicated with an asterisk following the lot # will be restricted to bids only from police agencies and registered police sales companies.

RECOMMENDATION: That the City Council approves the auctioning of the attached city property in the manner described above.

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



Accredited by Commission for Florida Law Enforcement Accreditation



Gulf Breeze Police Department

Attachment to Surplus Memo 12-09-2013

Lot # 97

(2) Kustom Signals Pro III Lasers, s/n PL10164, PL26610

Lot # 98

(1) Army Truck, Cargo Truck, 2320-01-329-7162

Lot #

Lot #

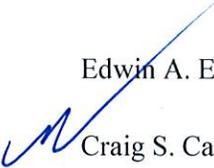
Lot #



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Fire Chief

DATE: January 3, 2014

SUBJECT: ACQUISITION OF A SURPLUS HUMVEE

It has come to the City's attention that the Florida National Guard has a number surplus of Humvee vehicles available to local law enforcement agencies. According to Sergeant Neff at the Police Department, the vehicles have low mileage and that Crestview has acquired two of them with positive results. The vehicles are staged in Jacksonville, FL and the transfer fee is \$2,000 plus shipping.

The Fire Department would like to obtain one of the vehicles for use as a brush unit. When the City originally obtained the 5-ton cargo truck, it was hoped that it could be fitted with a tank and be used as a brush truck; however, it's extremely large size precluded its use. There are numerous departments throughout the nation that have converted surplus Humvees into brush units. In fact, the Florida Forest Service has several units. The fire department has a surplus water tank and hose reel that came off one of our old rescue squads in the 80's. Additionally, we could use the unit as an alternate tow vehicle for the rescue boat.



Staff estimates the total acquisition cost to be \$3,000 to \$5,000. The figure was derived from the \$2,000 transfer fee plus a \$3,000 allowance for shipping. When we obtained the 5-ton, it cost approximately \$1,400 to have it shipped from North Carolina. In the end, Escambia County also obtained

ACQUISITION OF A SURPLUS HUMVEE

PAGE 2

a 5-ton cargo truck and split the shipping cost with them and it worked out to be \$700. However, this was pre-Ivan and shipping costs have increased and are the reason for the \$3,000 shipping figure.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE STAFF TO TRY AND
 PROCURE A SURPLUS HUMVEE FOR A COST NOT TO EXCEED
 \$5,000.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : December 27, 2013
Subject: **User Fee, Open Basketball**

Use of the City's gym at the Community Center for open basketball play has become very popular. We had up to 80 people in the new gym on Sunday, December 22. This added popularity increases the demand on staff time as there is more of a need to clean up the area before, during, and after heavy play and to sweep the court periodically during play. More people engaged in "pick-up" play can lead to security/safety issues. Most area gymnasiums limit open gym times to when staff is physically present in the gym. We have allowed individuals to come in anytime the gyms are open to play.

In order to limit the numbers of participants to those that actually are seriously interested in playing basketball (alone, in small groups, or through pick-up play) and to provide funds to offset the cost of security and maintenance staff, we propose to charge a nominal fee.

When there is a block of time of two hours or more for designated "open play," we would like to institute a \$2.00 fee for that "session." If, for example, Sunday afternoon was open for a block of play from 1 p.m. to 5 p.m., there would be a \$2.00 charge for each person entering the gym. Conversely, if there was a 45 minute block from the end of a school day to the time when GBSA practice begins, there would be no charge for individuals who walk in to shoot baskets at that time.

A question for the Council is whether to charge a fee to everyone or just to non-residents. The argument that supports a charge for everyone would be based on:

- 1) The cost of cleanup and security is necessary due to overall numbers rather than resident v. non-resident. If there were 80 residents playing pick-up basketball, security or staff presence would be necessary.

- 2) The process of determining resident/non-resident status would add to the time and cost of administering the program. A \$2.00 fee for all is simpler to maintain.

The argument that only non-residents would be required to pay the \$2.00 fee would be based on:

- 1) Residents already contribute to the upkeep of the Center through taxes.
- 2) If the use of the Center for open play were more limited to residents by implementation of a fee, the reduction of overall numbers would reduce the need for security and cleaning.

RECOMMENDATION:

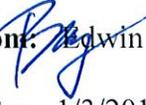
THAT THE CITY COUNCIL FORMALLY APPROVE A POLICY THAT OPEN BASKETBALL PLAY AT THE COMMUNITY CENTER FOR SESSIONS OF TWO HOURS OR MORE REQUIRES A \$2.00 CHARGE AND THAT THE COUNCIL DETERMINE IF THE CHARGE SHOULD BE APPLIED TO ALL OR TO NON-RESIDENTS ONLY.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 1/3/2014

Subject: Letter of Support, EPA Brownfields Assessment Grant Program

Attached is a letter Mayor Zimmern received by email requesting the City send a letter of support to the U.S. EPA relative to the Brownfields Assessment Grant Program. The email is from the Northwest Florida Regional Planning Council staff who applies for Brownfields grants for our area.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A LETTER OF SUPPORT FOR THE 2014 BROWNFIELDS ASSESSMENT GRANT PROGRAM.

Sent from my iPhone

Begin forwarded message:

From: "Daniel, Kate" <kate.daniel@wfrpc.org>
Date: December 31, 2013, 11:50:44 AM CST
To: "bzimmern@gulfbreezefl.gov" <bzimmern@gulfbreezefl.gov>
Subject: **West Florida Regional Planning Council letter of support request**

Dear Madam Mayor,

My name is Kate Daniel and I am a Regional Planner with the West Florida Regional Planning Council (WFRPC). The WFRPC is preparing an application for the FY 2014 EPA Brownfields Assessment Grant Program. If awarded, this grant would be available for identification and assessment of brownfields sites throughout our region, making them eligible for clean-up and redevelopment. The grant funds would be used only for parties interested in pursuing brownfields identification and remediation.

In order to have the best chances of receiving funding under this grant, the WFRPC needs to show support throughout our seven county region, and we are requesting a letter of support for this purpose. Providing a signed letter of support for the WFRPC application would not obligate participation in the program, but may increase the WFRPC's ability to receive the grant, and to provide funding to supporters who do want to participate.

I am including a draft letter of support as an example. If you are willing to support the West Florida Regional Planning Council's application for the FY 2014 EPA Brownfields Assessment Grant, please print the letter on your letterhead, sign, and return a copy to the West Florida Regional Planning Council by **January 10, 2014**. This can be done by scanning and emailing a copy in a reply to this email. Please do not send the letter directly to the EPA, as it will need to be included in our application package to be considered.

1/3/14

GulfBreezeFL.gov Mail - Fwd: West Florida Regional Planning Council letter of support request

Thank you for your consideration,

Kate Daniel

Kate W. Daniel

Regional Planner I

West Florida Regional Planning Council

4081 E. Olive Road, Suite A

Pensacola, FL 32514

P: 850.332.7976 x245

F: 850.637.1923



City of Gulf Breeze

OFFICE OF THE MAYOR

January 7, 2014

Ms. Cindy J. Nolan
U.S. Environmental Protection Agency
Region 4
61 Forsyth Street, SW
10th Floor
Atlanta, Georgia 30303-8960

Dear Ms. Nolan:

On behalf of the City of Gulf Breeze, Florida, please accept this letter of support for the West Florida Regional Planning Council's (WFRPC) 2014 U.S. EPA Brownfields Assessment Grant Application. We applaud the broad range of support for the revitalization and redevelopment efforts in our community and encourage WFRPC in its efforts to bring these much needed funds into their seven (7) county region to assist with the redevelopment of brownfield areas.

We hope that you will give every possible consideration to the Council's application for a U.S. EPA Brownfields Assessment grant. This grant will significantly benefit the communities within the WFRPC region by enhancing the local economy and improving the environment.

The City of Gulf Breeze is pleased to offer our support and continued collaboration with the WFRPC in their successful Brownfields redevelopment efforts. Please feel free to contact me at 850-932-4717 if you have questions or require additional information.

Sincerely,

Beverly H. Zimmern
Mayor

BHZ:lag

Cc: City Council
Edwin A. Eddy, City Manager



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: January 3, 2014
RE: Highway 98 Traffic Signal Timings

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

The Department of Transportation has had their consultant conduct a traffic signal timing study for the four signals within the City limits that are maintained by the City. The study indicated that the proposed changes to four time periods could improve the traffic flow in the City. The goal is to move a group of cars, commonly called a platoon, on US Highway 98 through the City with one or less stops at a traffic signal. To do this, the study proposes to change the timings during the AM Peak, Mid-day Peak and PM Peak for weekdays. The study also recommends Weekend Peak changes.

The changes overall will reduce the total cycle time, as this reduces delays. The pedestrian clearance times will have to be increased to meet standards, but will only be used if a pedestrian is present to activate the crossing. The all-red clearance, the time between yellow and green where all directions are red, will have to be increased slightly.

City staff has some concerns, but we will be monitoring the changes that are made. We have asked that one time period change be made and evaluated before the next period is changed. Staff also plans to advertise the changes to signal timing. We hope this will help eliminate any shock and prevent angry calls. The advertisement will also provide methods of providing feedback on the changes made.

RECOMMENDATION: The City Council allow the Department of Transportation to change traffic signal timing changes on a trial basis to improve traffic flow through Gulf Breeze.

Buz Eddy

From: Matt Dannheisser <mdannheisser@dannheisserlaw.com>
Sent: Thursday, January 02, 2014 11:08 AM
To: Buz Eddy
Cc: Shane Carmichael (ccarmichael@gulfbreezefl.gov); Thomas Lambert (tlambert@gulfbreezefl.gov); Leslie Glassman; Matt Dannheisser
Subject: FW: City of Gulf Breeze - Nextel Watertank Lease Agreement

Buz:

I regret that circumstances with the City's lease termination discussions with Nextel have devolved to the point where I now believe it appropriate to ask the City Council for authorization to initiate a lawsuit against Nextel for its default (i.e., failure to pay rent) of the lease. The pertinent facts are as follows:

1. The City and Nextel WIP Lease Corp. ("Nextel") entered into a "Watertank Lease Agreement" that was effective as of Oct. 1, 2006. The initial term was for five years, and provided for five additional automatic five year extensions unless either party provided six months notice of its intent not to renew. The lease automatically renewed for a five year term on Oct. 1, 2011. The rent to be paid during the renewal term is \$25,200. Nextel has not paid rent that was due on Oct. 1, 2012, and Oct. 1, 2013. There currently remains \$100,800 plus interest, late charges and legal fees that is due and outstanding.
2. In October 2012, Nextel proposed an immediate lease termination. It proposed to be immediately forgiven from all remaining obligations under the lease in exchange for allowing the City to retain the small (approximately 10' x 20') storage unit that Nextel had constructed adjacent to the water tank. Although the storage unit is of value to the Fire Department, City staff was not inclined to recommend approval of Nextel's offer because, at the time, there was more than \$100,000 of rent outstanding on the lease.
3. In December 2012, Nextel changed its offer such that it would pay the remaining rent on an annual basis through the end of the lease term, but that it would be relieved from other pertinent obligations under the lease (e.g., obligation to remove its improvements and restore the condition of the property to its prior condition, premises liability, etc.). In exchange for the concessions, the small storage building would be given to the City (and Nextel would have no further liability in connection therewith). This revised offer was acceptable to City staff.
4. After some goings back and forth trying to utilize Nextel's "standard" lease termination form (which was akin to trying to fit a square peg into a round

hole since the lease was not going to be terminated but actually would remain in effect throughout the remainder of the renewal term, just that Nextel would be relieved from complying with certain portions thereof), in January 2013 I prepared an agreement that accomplished the parties' intentions. Nextel's attorney, Daisy Uy, agreed with the terms of the agreement and submitted it "up the line" for formal approval.

5. In April 2013, we received word that Nextel had formally approved the agreement subject to a few minor changes that were accepted by the City.
6. After numerous inquiries as to the status of Nextel actually signing the agreement, on May 23, 2013, I received an email from Daisy Uy indicating that the agreement would be promptly signed and returned to me via FedEx. As it would later prove, the agreement was never signed by Nextel.
7. In June 2013, Shane received an email from Daisy Uy indicating that as opposed to paying rent on an annual basis for the remainder of the renewal term and leaving the lease in effect during that time, Nextel was "*seriously considering*" paying the remaining rent in one lump sum and effecting an immediate termination of the lease.
8. Both Shane and I continued to check on the status of the matter but did not receive any concrete reply (rather, we received replies like "*we are in a holding pattern,*" "*the person we are working with at Nextel has been out of the office,*" etc.). Finally, on October 15, 2013, we received a reply from Nextel that it would pay only \$60,000 in full satisfaction of the lease.
9. After having reached an agreement in principle nine months earlier providing for payment of all the rent, and after having been strung along since then under the belief that Nextel would either sign the agreement or pay the rent in one lump sum, we were disappointed with Nextel's offer. You and I discussed this matter a few days later. It was decided to notify Nextel that its offer was rejected, any prior offer of the City was withdrawn, that Nextel was in default of the lease for failing to have paid rents that were due in October 2012 and 2013, and that Nextel must make immediate payment of all outstanding rent together with accrued interest and late charges.
10. We received a prompt response indicating that Nextel would immediately pay all outstanding rent and accrued interest. However, that has not occurred. Rather, in mid-December Nextel hired a site deconstruction company to enter the leased premises for purposes of deconstructing the storage building and rehabilitating the site to its prior condition. We put a stop to that effort and informed the company that Nextel was in default of its lease and that neither Nextel nor the site deconstruction company would be

allowed access to the site until the lease default was cured (and that any unauthorized entry would be deemed a trespass unto government property).

At this juncture, it is unclear whether Nextel will ever pay the outstanding rent. Its unilateral efforts to destroy the storage building are concerning. In light of the continued failures of Nextel to perform (especially in consideration of its frequent failures to fulfill its promises), I now feel that the City has little choice but to initiate legal proceedings against Nextel in regards to the lease default. In addition to seeking damages (e.g., outstanding rent, interest, attorney's fees, etc.), I intend to seek a declaration that the lease is terminated and that the City has outright ownership of the storage building. I remain hopeful that Nextel will satisfy the lease before we file a lawsuit, but I believe that we should obtain authorization from the City Council to file the lawsuit.

Please give me a call if you have any questions. Otherwise, I would ask that this matter be placed on the Council's agenda for its next meeting.

Matt


504 North Baylen Street
Pensacola, FL 32501
(850) 434-7272 (Office)
(850) 432-2028 (Facsimile)
MDannheisser@DannheisserLaw.com

From: Matt Dannheisser
Sent: Thursday, December 12, 2013 4:53 PM
To: Ankush Israni (aisrani@blackdotwireless.com)
Cc: Daisy Uy (duy@blackdotwireless.com); Buz Eddy; Shane Carmichael (ccarmichael@gulfbreezefl.gov); Thomas Lambert (tlambert@gulfbreezefl.gov); Leslie Glassman; Matt Dannheisser
Subject: RE: City of Gulf Breeze -Nextel Watertank Lease Agreement

Mr. Israni:

I will need your reply prior to the meeting of the Gulf Breeze City Council next Monday evening; otherwise, the City will have no choice but to pursue litigation.

Matt Dannheisser



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: December 18, 2013
SUBJECT: Florida Municipal Insurance Trust

Showing strength and stability in a time of increased financial uncertainty, the Florida Municipal Insurance Trust (FMIT) recently announced that it will provide a refund of \$8 million to members that held their property coverage with the FMIT in policy year 2012-2013 and renew their coverage for the 2013-2014 policy year. The City of Gulf Breeze was presented with a return of premium check for \$12,424.00 today.

This marks the sixth consecutive year. The FMIT is the oldest and largest municipal insurance pool in Florida and is the protection of choice for 2 out of 3 municipalities. This refund is an example of owners assessing the strength of their program and making decisions to benefit all members.

FL Municipal Insurance Trust
To: City of Gulf Breeze 224

Check Number: 013059
Date: 10/25/2013

Invoice Number	Date	Description	Amount	Discount	Paid Amount
1112 ROP	10/22/2013	11/12 Return of Premium	\$12,424.00	\$0.00	\$12,424.00

TOTALS: \$12,424.00 \$0.00 \$12,424.00

FL Municipal Insurance Trust

301 S. Bronough St., Suite 300
P.O. Box 1757
Tallahassee, FL 32303

Capital City Bank
P.O. Box 900
1801 Apalachee Parkway
Tallahassee, FL 32302-0900

013059

63-68/631

Pay Twelve Thousand Four Hundred Twenty Four Dollars and 00 Cents

DATE
Oct 25, 2013

AMOUNT
\$12,424.00

To the Order of:

City of Gulf Breeze
P.O. Box 640
Gulf Breeze, FL 32562-0640

Mike Sittig
Stephen L. Sittig

⑈013059⑈ ⑆063100688⑆00326207⑈01