

GULF BREEZE CITY COUNCIL REGULAR MEETING AGENDA

JUNE 2, 2014
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES FROM MAY 19, 2014, REGULAR MEETING
APPROVAL OF MINUTES FROM MAY 19, 2014, CRA MEETING
4. **RESOLUTION NO. 10-14:** REQUESTING GOVERNOR RICK SCOTT TO REDUCE
CITY RESPONSIBILITY FOR LOCAL MATCH FOR
FLOODING COSTS.
5. **CONSENT AGENDA ITEMS:***
 - A. Discussion and Action Regarding Police Department Camera System
 - B. Discussion and Action Regarding Annual Request for Funds by Gulf Breeze Area Chamber of Commerce
 - C. Discussion and Action Regarding Steering Committee Membership – Most Livable Cities Plan
 - D. Discussion and Action Regarding Emergency Purchases -- Fire Department
 - E. Discussion and Action Regarding Application for Status as Subgrantee to State of Florida FEMA Aid
 - F. Discussion and Action Regarding Second Extension of Declaration of Emergency
 - G. Discussion and Action Regarding Purchase of 12 HP Pump for Gilmore Storm Water Station

***These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**
6. Action Items:
 - A. Discussion and Action Regarding Florida League of Cities Annual Conference

- B. Discussion and Action Regarding Activation of Standby Contract for FEMA Administration Assistance
 - C. Discussion and Action Regarding Waiver of Utility Charges for Residents Displaced By Flooding
 - D. Discussion and Action Regarding Public Use of Gulf Breeze High School Tennis Courts
- 7. New Items:
 - 8. Open Forum:
 - 9. Adjournment:

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to 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

CONSENT AGENDA ITEMS:

That the City Council approve the following Consent Agenda Items: A through F:

A. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION FOR CAPTAIN FUN 5K RUN ON AUGUST 2, 2014.

Reference: Interim Chief of Police memo dated April 28, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SPECIAL EVENT APPLICATION FOR THE CAPTAIN FUN 5K RUN ON AUGUST 2, 2014.

B. SUBJECT: DISCUSSION AND ACTION REGARDING FLOOD DEBRIS COLLECTION BID AWARD TO DRC EMERGENCY SERVICES, LLC.

Reference: City Manager memo dated May 8, 2014
Finance Director memo dated May 14, 2014

RECOMMENDATION:

1. THAT THE CITY COUNCIL APPROVE THE PRICE AND ARRANGEMENT STAFF MADE WITH HURD BROTHERS FOR INITIAL, IMMEDIATE FLOOD DEBRIS REMOVAL; AND,
2. THAT THE CITY COUNCIL AWARD DEBRIS REMOVAL BID TO DRC, SUBJECT TO ABILITY TO PROVIDE PROOF OF INSURANCE AND OTHER DOCUMENTATION REQUIRED BY CONTRACT WITHIN 24 HOURS OF AWARD, WITH CROWDER GULF AS SECOND CHOICE SHOULD DRC FORFEIT; AND,
3. THAT WHITE GOODS BE REMOVED FROM THE NORMAL RESPONSIBILITY OF THIS CONTRACT AND HANDLED INDEPENDENTLY.

C. SUBJECT: DISCUSSION AND ACTION REGARDING ENGAGEMENT OF BOYETTS AND CONTAINERS INC. FOR SANITARY SERVICES.

Reference: Finance Director memo dated May 6, 2014

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

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE ENGAGEMENT OF BOYETTS AND CONTAINERS INC. FOR SANITARY SERVICES.

D. SUBJECT: DISCUSSION AND ACTION REGARDING EMERGENCY RESPONSE AND REPAIRS NO. 2 APRIL 2014 RAIN EVENT.

Reference: Assistant Director Public Services memo dated May 9, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EMERGENCY RESPONSE ITEMS AND REPAIRS IN THE AMOUNT OF \$287,513.00 AUTHORIZED BY THE CITY MANAGER AS LISTED.

E. SUBJECT: DISCUSSION AND ACTION REGARDING FORMATION OF A STORM WATER TASK FORCE.

Reference: City Manager memo dated May 9, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE FORMATION OF A TASK FORCE TO STUDY WATER DRAINAGE IN THE CITY OF GULF BREEZE AND TO ADD THE FOLLOWING PEOPLE TO THE TASK FORCE IN ADDITION TO THOSE MENTIONED IN THE MEMO: RICHARD MCLEOD, ED GRAY, ROBERT TURPIN, AND SCOTT STONEBRAKER WITH ED GRAY CHAIRING THE TASK FORCE.

The following citizens spoke regarding the Storm Water Task Force: Adriana Rappa, 277 Plantation Hill Rd, Dr. Fred Renfroe, 604 Silverthorn, Jeanine Black, 102 Navarre St., Rhea Kessler, 177 Camelia, 122 San Carlos, 433 York St., and 422 Deer Point, Jack Wilkins, 515 Dracena Way, Doug Wood, 175 Russ Drive, Kristine Stevens, 408 Dracena Way, Tim Whiteley, 413 Dolphin St., Kathy Kirk, 428 Dolphin St., Craig Heath, 122 Shirley Dr., Heather Shannon (Sister Duplex Shirley Dr.), Alina, 540 James River Rd., and Randal Beach, 614 Silverthorn.

F. SUBJECT: DISCUSSION AND ACTION REGARDING RATIFICATION OF EXTENSION OF DECLARATION OF EMERGENCY.

Reference: City Manager memo dated April 25, 2014

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

RECOMMENDATION:

THAT THE CITY COUNCIL MAKE A MOTION RATIFYING AND APPROVING ALL ACTIONS TAKEN DURING ITS EMERGENCY SPECIAL MEETING ON MAY 14, 2014 AND THE SAME SHALL BE DEEMED EFFECTIVE AS OF THAT DATE.

Councilwoman Fitch moved for approval of Consent Agenda Items A through F. Mayor Pro Tem Schluter seconded. The vote for approval was unanimous.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING AUDIT SELECTION COMMITTEE RECOMMENDATION.

Reference: City Manager memo dated May 15, 2014
Verbal Report by Mr. Jim Cox

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A 5 YEAR CONTRACT WITH SALTMARSH, CLEVELAND AND GUND FOR FINANCIAL AUDITING SERVICES.

Mayor Pro Tem Schluter moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

OPEN FORUM:

The following citizens spoke during the open forum: Heather Shannon, Shirley Dr., Adriana Rappa, 277 Plantation Hill Rd., Randal Beach, 614 Silverthorn, Craig Heath, 122 Shirley Dr., Kristine Stevens, 408 Dracena Way, and Richard McLeod, 409 Dracena Way.

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 7:42 p.m.

Leslie A. Guyer, 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 Community Center on Monday, May 19, 2014, at 7:42 p.m.

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

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

ACTION AGENDA ITEM:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF
PAYTON OFFICE COMPLEX, 1198 GULF BREEZE PARKWAY.**

Reference: City Manager memo dated May 9, 2014.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY (CRA) ON MONDAY, MAY 19TH AND APPROVE THE PURCHASE OF THE PAYTON OFFICE COMPLEX FOR \$425,000.

Mayor Pro Tem Schluter moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was 4-1 Councilman Henderson dissenting.

PUBLIC FORUM:

Doug Wood, 175 Russ Drive spoke against purchase of the property.

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 7:45 p.m.

Leslie A. Guyer, City Clerk

Beverly H. Zimmern, Mayor

RESOLUTION NO. 10-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, REQUESTING GOVERNOR RICK SCOTT TO REDUCE CITY RESPONSIBILITY FOR LOCAL MATCH FOR FLOODING COSTS.

WHEREAS, on April 29-30, 2014, the heaviest rainfall ever recorded in a twelve hour period fell on the City of Gulf Breeze; and

WHEREAS, Florida Governor Rick Scott and President of the United States Barack Obama declared that a State of Emergency exists in Santa Rosa County for this extreme rainfall event; and

WHEREAS, the City of Gulf Breeze is now eligible to request reimbursement for eligible expenses related to the storm subject to a local match of 12.5%; and

WHEREAS, in similar circumstances in the past, Florida Governors have reduced the required local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gulf Breeze that Governor Rick Scott is hereby respectfully requested to reduce the required local match for reimbursement of expenses with the April 29 and 30 severe rain event.

ADOPTED AND APPROVED by the City Council of Gulf Breeze, Santa Rosa County, Florida, on the 2nd day of June, 2014.

ATTEST:

Stephanie D. Lucas, City Clerk

Beverly H. Zimmern, Mayor

Councilmembers Present: Joseph Henderson, Cherry Fitch, Mayor Pro-Tem J.B. Schluter, David G. Landfair and Mayor Beverly Zimmern.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING RENOVATION DESIGN – TIGER POINT CLUBHOUSE AND PRO SHOP, WORKSHOP ON WEDNESDAY, MAY 28, 2014, AT 5:00 P.M.

Reference: Director of Parks & Recreation memo dated May 22, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL CONVENE A WORKSHOP ON WEDNESDAY, MAY 28, 2014, AT 5:00 P.M. PRIOR TO THEIR EXECUTIVE SESSION, FOR THE PURPOSE OF REVIEWING THE PRELIMINARY DESIGN PLANS FOR THE RENOVATION OF THE MAIN CLUBHOUSE AND PRO SHOP AT TIGER POINT GOLF CLUB.

The workshop was held prior to the Executive Session. The Council directed staff to convene another workshop.

B. SUBJECT: DISCUSSION AND ACTION REGARDING POLICE DEPARTMENT CAMERA SYSTEM.

Reference: Chief of Police memo dated May 19, 2014

RECOMMENDATION:

THAT THE CITY MANAGER APPROVE THE REPLACEMENT OF THE POLICE DEPARTMENT WATER TOWER CAMERAS.

Councilman Henderson made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was unanimous.

C. SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION NO. 10-14, REQUESTING FLORIDA GOVERNOR RICK SCOTT TO REDUCE THE LOCAL MATCH FOR REIMBURSEMENT OF EXPENSES FROM THE APRIL 29/30 SEVERE RAIN EVENT.

Reference: City Manager memo dated May 23, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 10-14 REQUESTING FLORIDA GOVERNOR RICK SCOTT TO REDUCE THE REQUIRED LOCAL MATCH FOR ELIGIBLE EXPENSES AFTER THE APRIL 29 AND 30 SEVERE RAINS.

Mayor Pro Tem Schluter made a motion to place staff's recommendation the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was unanimous.

D. SUBJECT: DISCUSSION AND ACTION REGARDING ANNUAL REQUEST FOR FUNDS BY GULF BREEZE AREA CHAMBER OF COMMERCE.

Reference: Assistant City Manager memo dated May 22, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT IN THE AMOUNT OF \$7,000 TO THE GULF BREEZE AREA CHAMBER OF COMMERCE.

Councilman Henderson made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Schluter. The vote for approval was unanimous.

E. SUBJECT: DISCUSSION AND ACTION REGARDING STEERING COMMITTEE MEMBERSHIP – MOST LIVABLE CITIES PLAN.

Reference: City Manager memo dated May 23, 2014

RECOMMENDATION:

THAT BOB HARRIMAN AND JOSIE COTTI BE REPLACED ON THE STEERING COMMITTEE BY SCOTT RAYNES AND KRISTIN LOERA.

Councilwoman Fitch made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Schluter. The vote for approval was unanimous.

F. SUBJECT: DISCUSSION AND ACTION REGARDING EMERGENCY PURCHASES – FIRE DEPARTMENT.

Reference: City Manager memo dated May 23, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE EMERGENCY PURCHASES FOR THE FIRE DEPARTMENT IN THE TOTAL AMOUNT OF \$16,646.74.

Councilman Henderson made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was unanimous.

G. SUBJECT: DISCUSSION AND ACTION REGARDING APPLICATION FOR STATUS AS SUBGRANTEE TO STATE OF FLORIDA FEMA AID.

Reference: Director of Finance memo dated May 19, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO EXECUTE THE SUBGRANTEE AGREEMENTS FOR DR-4177, AND AUTHORIZE THE DIRECTORS OF FINANCE AND COMMUNITY SERVICES TO BE THE CITY'S PRIMARY CONTACTS AND REPRESENTATIVES FOR PURPOSES OF RECOVERY PROJECTS UNDER FEMA.

Councilman Landfair made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

H. SUBJECT: DISCUSSION AND ACTION REGARDING FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE.

Reference: City Manager memo dated May 23, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL DECIDE ON ATTENDANCE AT THE FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE IN HOLLYWOOD, FLORIDA, AND DESIGNATION OF A VOTING DELEGATE.

No action was taken. The City Council will look at their calendars and determine who will attend at the June 2, 2014, Regular meeting.

I. SUBJECT: DISCUSSION AND ACTION REGARDING SECOND EXTENSION OF DECLARATION OF EMERGENCY.

Reference: City Manager memo dated May 23, 2014

RECOMMENDATION:

THAT THE CITY COUNCIL AT ITS JUNE 2 2014, REGULAR MEETING MAKE RETROACTIVE TO MAY 28, 2014, AN EXTENSION OF THE DECLARATION OF EMERGENCY FOR AN ADDITIONAL FOURTEEN DAYS.

Councilwoman Fitch made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was unanimous.

J. INFORMATION ITEMS:

1. Mr. Eddy advised that the City awarded a standby contract to Adjusters International in April 2012 for administrative services relating to disaster recovery. Staff recommends extending the contract currently in existence for an additional 60 days (or more if needed) so that Adjusters International can assist with preparation of FEMA project worksheets. Councilman Henderson made a motion to place staff's recommendation on the June 2, 2014, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was unanimous.
2. Mr. Eddy advised that the City would like to assist those residents unable to reside in their homes due to the flood by waiving for a six month period the base water rate fee (\$11.41 per month) and reducing the fee for water consumption from \$2.90/per 1,000 gallons to \$2.18/per 1,000 gallons (wholesale rate) and that this recommendation be retroactive to April 30, 2014. The Council agreed with this recommendation and would like staff to prepare "door hangers" to place at those residences that have been identified to receive the waiver and reduction. Mayor Pro Tem Schluter made a motion that the City waive all utility fees and staff pursue locating displaced residents as opposed to requesting them to contact the City to make the request. The motion was seconded by Councilwoman Fitch. The vote for approval was unanimous.
3. Mr. Eddy advised that the 15 horsepower pump located at the Gilmore storm water station was determined to not be working properly and it was recommended that the pump be replaced with a similar pump. Staff recommends purchasing a new pump from Myers Pumps in the amount of \$8,408.00. Mr. Eddy approved the purchase under the Declaration of Emergency and the City Council needs to ratify the action. Councilman Landfair made a motion to place staff's recommendation on the June 2, 2014, Regular Meeting agenda. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

K. PUBLIC FORUM:

Jim Cox, 423 Williamsburg, stated that there were a lot of City employees who worked very hard during the April Flood Event. He would like to know if there is a way the City Council could thank them.

Council Comments:

Mayor Pro Tem Schluter advised that there are two potential tropical systems to be concerned about. He would like the City to be proactive should the need arise. He also discussed road work on Highway 98 and lessening the impact on traffic.

Councilman Henderson asked if we should consider a moratorium requiring homes that need total rebuild to be elevated if their homes were flooded.

Councilman Landfair advised that at Gulf Breeze High School's graduation, the senior class was excited about the Proclamation regarding their senior class.

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 7:01 P.M.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

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

Date: 5/28/2014

Subject: Purchase of 15 Hp Pump For Gilmore Storm Water Station

During a routine inspection of the Gilmore station on May 20, 2014, staff observed that the No. 1 (North) pump was not operating properly.

We removed the pump and further investigation during dis-assembly revealed a broken motor shaft. Due to the age of the pump and type of damage, staff recommends that the pump be replaced with a similar unit.

The firm that represents Myers Pumps is Gulf Coast Pump and Equipment who quoted a price of \$8,408.00 including freight. Since this is a critical station, staff recommends that the replacement pump be purchased immediately.

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF ONE (1) MYERS 15 HP PUMP MODEL 4VH150M4-23 for \$8,408.00 AS LISTED IN QUOTE #3529 FROM GULF COAST PUMP AND EQUIPMENT.

FROM: **GULF COAST PUMP & EQUIPMENT, INC**
P.O. BOX 8529 , MOBILE, AL 36689

PHONE: 251-645-5006 FAX: 251-645-5038
CELL: 251-604-0686

TO: City of Gulf Breeze

ATTN: John Trypus

FAX: 850-934-5150 PH: 850-791-1757

QUOTATION

QUOTE# 3529

DATE: 5/28/2014

IMPORTANT:
PRICES ARE GOOD FOR THIRTY DAYS
UNLESS EXTENDED IN WRITING!!

REF: Storm Water Pump

QUANTITY	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	4VH150M4-23 (8.50" Imp.)		\$8,408.00
1	LB2 Lifting bail		
1	SRA400VH1 Lift-out check valve rail package		
	Freight included.		
<p><i>Approved:</i> <i>Edwin A. Eddy</i> 5-29-2014</p>			
<p>PRICES DO NOT INCLUDE ANY FREIGHT OR APPLICABLE TAXES.</p>			

TOTAL

Carl Hilgenberg



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : May 23, 2014
Subject : Florida League of Cities Annual Conference

The Florida League of Cities will hold its Annual Conference August 14-16 in Hollywood, Florida. Attached is a letter from the Executive Director of the Florida League of Cities regarding the conference. The Mayor and City Council should consider attendance and designation of a voting delegate.

RECOMMENDATION:

THAT THE CITY COUNCIL DECIDE ON ATTENDANCE AT THE FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE IN HOLLYWOOD, FLORIDA, AND DESIGNATION OF A VOTING DELEGATE.



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 19, 2014

SUBJECT: 88th Annual FLC Conference –“*Cities take on Technology*”
VOTING DELEGATE AND RESOLUTION INFORMATION
August 14-16, 2014 – Westin Diplomat, Hollywood

As you know, the Florida League of Cities’ Annual Conference will be held at the Westin Diplomat, Hollywood, Florida on August 14-16. This year we are celebrating “*Cities take on Technology*”, which will provide valuable educational opportunities to help Florida’s municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League’s by-laws, each municipality’s vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2013.

Registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies. The League adopts resolutions each year to take positions on commemorative, constitutional or federal issues. We have attached the procedures your municipality should follow for proposing resolutions to the League membership. A resolution is not needed to become a voting delegate. If you have questions regarding resolutions, please call Allison Payne at the League at (850) 701-3602 or (800) 616-1513, extension 3602. **Proposed resolutions must be received by the League no later than July 9, 2014.**

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 11, 2014.**

Attachments: Form Designating Voting Delegate
Procedures for Submitting Conference Resolution

**88th Annual Conference
Florida League of Cities, Inc.
August 14-16, 2014
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. Municipalities do not need to adopt a resolution to designate a voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Procedures for Submitting Resolutions
Florida League of Cities' 88th Annual Conference
Westin Diplomat
Hollywood, Florida
August 14-16, 2014

In order to fairly systematize the method for presenting resolutions to the League membership, the following procedures have been instituted:

- (1) Proposed resolutions must be submitted in writing, to be received in the League office by July 9, 2014, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.
- (2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)
- (3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.
- (4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.
- (5) Proposed resolutions relating to state legislation will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy councils and the Legislative Committee, prior to the membership, at the annual Legislative Conference each fall. At that time, a state Legislative Action Agenda will be adopted.
- (6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

Municipalities unable to formally adopt a resolution before the deadline may submit a letter to the League office indicating their city is considering the adoption of a resolution, outlining the subject thereof in as much detail as possible, and this letter will be forwarded to the Resolutions Committee for consideration in anticipation of receipt of the formal resolution.

Important Dates

May 2014

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2014

Appointment of Resolutions Committee Members

July 9th

Deadline for Submitting Resolutions to the League office

August 14th

League Standing Council Meetings
Resolutions Committee Meeting
Voting Delegates Registration

August 16th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session

Memo

To: Edwin Eddy
From: Steve Milford 
Date: May 28th, 2014
Re: Activation of Standby Contract for FEMA Administrative Assistance

In April of 2012 the City Council awarded a standby contract for administrative services relating to disaster recovery to Adjusters International. The award was the result of an RFP for such services issued earlier that year. The term of the standby agreement is for 3 years, extensions for two additional years.

Staff are now facing significant demands on time and resources to achieve:

- 1) Maintain normal operations;
- 2) Prepare annual budget workups;
- 3) Support ongoing Stormwater Committee information requests;
- 4) Detail storm damage facilities and assets;
- 5) Arrange for repair of storm damaged facilities and assets;
- 6) Determine appropriate potential stormwater enhancements/mitigation projects;
- 7) Support development of FEMA project worksheets for 4), 5), and 6).

Engaging Adjusters International to take over the lion's share of the development of project worksheets (item 7) will ensure that personnel well versed and experienced in the breadth of FEMA programs are alleviating this administrative task. Administrative fees for such purposes can be recovered at 75% or more from FEMA and the State.

FEMA has requested a "Kick Off" meeting with the Gulf Breeze department directors on June 5th, at which time they have requested that a complete list of damage (not necessarily including recovery costs) be available.

Recommendation:

That the City Council authorize the City Manager to engage Adjusters International under the terms and conditions of the April 2012 contract (attached) for a period not to exceed 60 days, unless extended by City Council.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF GULF BREEZE, FLORIDA
AND
ADJUSTERS INTERNATIONAL, INC.**

THIS AGREEMENT (the "Agreement") is made and entered into as of this ___30___th day of April, 2012, by and between the City of Gulf Breeze, (hereinafter "the City"), and Adjusters International, Inc. a Delaware corporation, (hereinafter "Consultant").

WHEREAS, the Consultant and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee related to disaster recovery services for the City as outlined in the RFQ for Standby Disaster Administration including Professional Grant Administration and Disaster Recovery Project Management Services.

WHEREAS, the City desired to engage the Consultant to perform the services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope / Deliverables

- 1.1 The Consultant shall furnish professional services to the City as set forth in the AI Proposal to the RFQ for Standby Disaster Administration including Professional Grant Administration and Disaster Recovery Project Management Services attached and incorporated herein as Schedule A.

2. Term / Commencement Date

- 2.1 This agreement shall become effective upon execution by both parties and shall remain in effect through April 30, 2015, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year terms subject to the same terms and conditions as provided herein.

3. Compensation and Payment

- 3.1.1 The Consultant shall be compensated in accordance with a fee structure provided for under the Compensation sections, described in attached Schedule B and incorporated by reference.
- 3.2 The City shall pay Consultant upon receipt of invoice and in accordance with the Local Government Prompt Payment Act.

- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the City Manager, the Consultant shall provide reasonable written documentation to justify the invoice.

4. Subconsultants

- 4.1 The Consultant shall be responsible for all payment to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used pursuant to this Agreement must have the prior written approval of the City Manager.

5. City's Responsibilities

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services and work to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access by Consultant to City Hall as required for Consultant to perform services as may be requested in writing by the Consultant.

6. Consultant's Responsibilities

- 6.1 Consultant shall maintain clear and accurate record of its work performed during the Project.
- 6.2 Consultant acknowledges that time is of the essence regarding recovery from a disaster. In the event of a major disaster it is the expectation of the City that the Consultant shall have staff onsite at the City within 36 hours from request of the City. In no event, however, should this clause require Consultant to place personnel in harm's way.
- 6.3 In the event of the prospect of a disaster befalling the City, the Consultant shall, at the City's request, provide pre-disaster advice and planning assistance either on-site or telephonically.

7. Conflict of Interest

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporation, real estate investors, etc.), with regard to any adversarial issues in the City.

8. Termination

- 8.1 This Agreement may be terminated by the City with written notice to the Consultant of such intent to terminate at least thirty (30) days prior to the effective date of such termination. In the event of termination by the Consultant prior to commencement of services as described in the RFQ, as incorporated herein by reference, the City shall be entitled to reimbursement of any compensation paid to the Consultant upon execution of the Agreement. In the event the Consultant is, in the sole opinion of the City, unable or unwilling to fulfill any of the Consultant's Responsibilities as identified in Section 6. of this agreement, the City may cause immediate termination of this agreement via written communication to the Consultant or its employees or contractors.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the City Manager.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, plus all non-cancellable commitments entered into by Consultant in furtherance of the Agreement which were entered into prior to receipt of notice of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer a copy of all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy or electronic format, as appropriate, within 14 days from the date of the written notice of termination or date of expiration of this Agreement.

9. Insurance

- 9.1 The Consultant shall provide proof of general insurance as required by the City.

10. Nondiscrimination

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorney's Fees and Waiver of Jury Trial

- 11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recovery its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and

appellate levels.

- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification

- 12.1 To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, Consultant shall defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment, or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement.
- 12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices / Authorized Representatives

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edwin A. Eddy, City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32562-0640
Phone: (850) 934-5100
Fax: (850) 934-5114

For the Consultant: John W Marini, COO & VP
Adjusters International, Inc.
126 Business Park Drive
Utica, NY 13502
Phone: (315) 797-3035
Fax: (315) 272-2192

14. Governing Law

- 14.1 This agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Santa Rosa County, Florida.

15. Entire Agreement / Modification / Amendment

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits

- 16.1 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any record of the Consultant involving transactions related to this Agreement.
- 16.2 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119 Florida Statutes.

17. Nonassignability

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with laws

- 20.1 The Consultant shall comply with all applicable laws, ordinances, rule, regulations, and lawful orders of public authorities relating to the Project.

21. Waiver

- 21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

- 22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees

- 23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Execution in Counterparts

- 24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature; The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Council, whose representative has been duly authorized to execute same.

Attest:

City of Gulf Breeze

Mairita Rhodes

By: Edwin A. Edg
Name, Title

Date: 5/3/2012

Approved as to form and legality for the use and benefit of City of Gulf Breeze, Florida only:

Consultant

Adjusters International, Inc.

By: John Marini
John Marini, COO & Vice-President

.....

SCHEDULE A
Scope of Services

The City of Gulf Breeze, Florida is requesting professional administrative and management services relative to an **annual standby contract** for disaster recovery adjusting, administrative activities, recovery/restoration project scope definition as it pertains to project worksheets, recovery/restoration project assistance and/or management, activity documentation and archiving, Stafford Act and other disaster recovery grant compliance, and related activities.

Specific administrative services required shall include, but not be limited to:

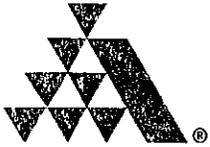
- a. Assist the City in meeting financial, administrative, and bookkeeping requirements of the disaster recovery grant program, including preparation of drawdown requests.
- b. Assist in reviewing loss adjuster statements and valuations to ensure appropriate recovery from insurers.
- c. Assist the City in meeting the record keeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
- d. Conduct inspections and write-ups and project manage the construction for each recovery project with respect to insuring eligibility under the disaster recovery grant program.
- e. Assist the City in contract administration and monitoring requirements of the program, including compliance requirements.
- f. Involvement in developing solicitation and RFQ/RFP bid package materials specifically related to disaster recovery grant programs.
- g. Act as a liaison between the City, contractors, engineers, FEMA and FL-DEM to ensure an efficient, smoothly managed program.
- h. Prepare any program Versions/amendments as necessary during the duration of the project.
- i. Prepare and coordinate the submission of the appropriate documents to FEMA/FL-DEM for program close-out and completion.
- j. Assist in development of mitigation proposals under Sections 404 and 406 of the Stafford Act, as amended.

All key personnel to be assigned to this project are subject to approval by the City and are expected to have specific experience conducting work of a similar scope over the most recent five years. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and

the City reserves the right to interview replacement personnel prior to its approval. The individual/consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

SCHEDULE B
Schedule of Costs

[Scan of Page 35 of Adjusters International response package to City's RFQ attached]



800.382.2468
ADJUSTERSINTERNATIONAL.COM

C. Fee Schedule

Our team proposes to perform the services outlined within this proposal on a time-and-expense basis, except as noted below. Compensation will be a function of the type of expertise provided to the City based on the tasks requested by the City and as generally outlined under this proposal. As this is a time-and-expense engagement, the City has the flexibility to decide which tasks our team will assist them with. Consequently, the overall cost of this engagement is at all times subject to the City's desired level and length of our service.

Typically we take a phased approach to engagements, breaking our work down into time periods or projects based on the work assigned and the changing needs of the City. We then provide estimates and timelines for assigned portions of work, which include a commitment to a dollar figure that is not to be exceeded without prior approval by the City. This allows the City to remain in complete control of its investment in our services at every stage of our engagement.

Travel-related expenses (airfare, transportation, lodging, meals and incidentals) will be billed to the City at cost or as defined by the City's travel reimbursement program or federal per diems. We will make every effort to keep expenses to a minimum, and encourage the City to assist us with this by any means available. Professional fees will be invoiced for payment on a monthly basis. Because of AI's timekeeping system, some invoices may be for periods of less or more than thirty days.

FEMA Public Assistance Consulting Services

The following table presents Adjusters International's FEMA consultation rates, not including expenses, by position for representing the City as an applicant.

FEMA Public Assistance Consulting	
Position	Rate/Hr
Senior Consultant / Policy Advisor	\$255
Consultant	\$225
Specialist	\$185
Data Management	\$155
Project Management for Design & Construction	\$155
Project Management Support	\$125

Public Insurance Adjusting Services

AI proposes to provide public adjusting services through our local Florida-licensed adjusters (as needed/requested by the City) on a contingency basis. The benefits to the City of using an incentive-based fee are (1) there are no out-of-pocket expenses, thereby increasing cash flow at a time when revenues are reduced, and (2) it allows our team to earn our fees based on our success. Our fee for service is 10 percent of the net recovery after deductible. AI will absorb all expenses related to the preparation and presentation of the claim. This does not include any legal fees, should they become necessary. Our fee is due when the insurance proceeds are received by the City.

Discussion Regarding Direct Administrative Costs

It is worth noting that "direct" and "indirect" costs are defined very specifically by FEMA since the implementation of Disaster Assistance Policy (DAP) 9525.9 Section 324 Management Costs and Direct Administrative Costs. This DAP eliminates the applicant's administrative allowance, and instead requires that all force account and contract labor be tracked specifically to projects and project worksheets in order to be eligible.



City of Gulf Breeze

Memorandum

To : Edwin A. Eddy, City Manager
From : David J. Szymanski, Assistant City Manager
Date : May 30, 2014
Subject : Waiver of Utility Charges for Residents Displaced by Flooding

Due to the April Flood Event, approximately 350 houses received some form of flood damage. The damage ranged from minor damage (couple of inches) to major damage (4 feet). About a third of the flooded houses in the City fall into the major damage category.

In an effort to assist those residents who sustained major flood damage and who are not currently residing in their homes, staff recommended (i) waiving water base fees; (ii) reducing the water consumption fees from \$2.90/per 1,000 gallons to \$2.18/per 1,000 gallons; (iii) allowing the waiver and reduction of fees to be retroactive to April 30, 2014, for a six month period of time; and (iv) requiring residents who qualify for the waiver and reduction to make contact with the City (via calling, e-mail, or in person) to request the waiver and reduction.

During the Executive Session on May 28, 2014, the City Council voted to waive all utility fees and require staff to pursue locating the displaced residents.

RECOMMENDATION:

THAT CITY COUNCIL APPROVE WAIVING ALL UTILITY FEES, INCLUDING WATER AND SEWER BASE RATES AND CONSUMPTION FEES, GARBAGE, STORMWATER, AND NATURAL GAS BASE RATES AND CONSUMPTION FEES, FOR A PERIOD NOT TO EXCEED SIX MONTHS BEGINNING AS OF APRIL 30, 2014, FOR ONLY THOSE RESIDENCES NOT CURRENTLY OCCUPIED DUE TO FLOOD DAMAGE. STAFF IS DIRECTED TO MAKE BEST EFFORTS TO NOTIFY ALL ELIGIBLE PARTIES OF THIS WAIVER.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager
From: Ron Pulley, Director of Parks & Recreation 
Subject: Public Use of Gulf Breeze High School Tennis Courts
Date: May 30, 2014

The recent floods have rendered the City's ten tennis courts in Shoreline Park unplayable. The courts have cracked and shifted, creating an irregular playing surface that is visually deceptive and very hazardous. We anticipate a report later today regarding the extent of the sub-surface issues that we will need to address.

In the meantime, Mr. Eddy and Mr. Dannheisser have negotiated the public use of the Gulf Breeze High School tennis courts until ours can be returned to service. A copy of this agreement is attached for your review.

Recommendation

That Council extend our appreciation to the Superintendent of Schools, the School Board of Santa Rosa County, and the Administration at GBHS and direct staff to proceed with the formal agreement enabling the public use of the Gulf Breeze High School tennis courts, until repairs of the ten Shoreline courts can be completed.

AGREEMENT BETWEEN SCHOOL BOARD OF SANTA ROSA COUNTY,
FLORIDA AND CITY OF GULF BREEZE, FLORIDA FOR TEMPORARY USE OF
TENNIS COURTS AT GULF BREEZE HIGH SCHOOL

Whereas, municipal tennis courts within the City of Gulf Breeze (City) have been damaged by flooding and are unusable until repaired and restored, and

Whereas, the City has requested that the School Board of Santa Rosa County, Florida (Board) permit the general public the use of tennis courts while the City's courts are being repaired, and

Whereas, the Board is agreeable to the request of the City, subject to certain terms and conditions as more fully set forth herein.

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties who stipulate and agree as follows:

1. The temporary use of the tennis courts shall commence immediately.
2. The tennis courts and ancillary parking areas may be used during reasonable hours over the summer months when school is not in session.
3. If the City desires use of the courts after the beginning of the 2014-2015 school year, the parties will enter into good faith negotiations to provide said use during non-school hours, or during such other times if reasonable safeguards are in place to prevent access by the general public to the campus and/or unsupervised contact between the general public and students at the school.
4. The City will defend, indemnify and hold harmless the Board from liability for damages to persons or property that might arise from the public use of the tennis courts.

5. The City shall be responsible for and repair any damage to the courts that might occur during the public's use, save and except normal reasonable wear and tear.

6. The tennis courts shall be subject to the same rules and regulations as other outdoor facilities of the Board and it shall be the responsibility of the City to enforce those rules during the periods of public access.

This agreement shall terminate at such time as the City's courts have been repaired and the City agrees to diligently proceed with said repairs.

IN WITNESS WHEREOF, the parties have set their hands and seals on this _____ day of _____, 2014.

Santa Rosa School Board of Santa Rosa County, Florida:

Attest, Superintendent of Schools

Tim Wyrosdick, Superintendent

Diane Scott, Chairman

Witness

Witness

City of Gulf Breeze, Florida:

Attest to:

Beverly H. Zimmern, Mayor

Stephanie D. Lucas, City Clerk

Witness

Witness