

GULF BREEZE CITY COUNCIL EXECUTIVE MEETING AGENDA

MARCH 12, 2014
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Presentation of Annual Audit, Warren, Averett
- B. Discussion and Action Regarding Ordinance No. 03-14, Amending Section 2-172 of City's Code of Ordinances – Charitable Giving/Project Sponsorship
- C. Discussion and Action Regarding RIAA Fence Regulations – Ordinance No. 04-14
- D. Discussion and Action Regarding Special Event Application from Rotary Club “Gumbo Cook-off Festival” on March 29, 2014
- E. Discussion and Action Regarding Special Event Application from Take Stock in Children “Grillin in the Breeze” on April 13, 2014
- F. Discussion and Action Regarding SSRUS Board Recommendation
- G. Discussion and Action Regarding Invoice from Smith, Sauer and DeMaria
- H. Discussion and Action Regarding Community Redevelopment Agency 2013 Report
- I. Discussion and Action Regarding 2014 Paving Phase I
- J. Discussion and Action Regarding Purchase of Traffic Citation Software
- K. Discussion and Action Regarding Generator Purchase for Lift Stations
- L. Discussion and Action Regarding Creation of Assistant Food/Beverage Director Position at Tiger Point
- M. Discussion and Action Regarding Recommendation of Auditor Selection Committee
- N. Information Items
- O. Public Forum

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.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/7/2014

Subject: Presentation of Annual Audit, 2013, Warren Averett

Our external audit firm, Warren Averett, has completed the audit for the 2013 fiscal year. Warren-Averett is prepared to present this draft report to the City Council at the March 12th Executive Session.

RECOMMENDATION:

THAT THE CITY COUNCIL RECEIVE AND REVIEW THE DRAFT AUDIT REPORT AS PREPARED BY WARREN-AVERETT AND APPROVE THE AUDIT AND COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR 2013.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/7/2014

Subject: Ordinance 03-14, Amending Section 2-172 of City's Code of Ordinances – Charitable Giving / Project Sponsorship

Attached is a copy of Ordinance 03-14 which was approved by the City Council on March 3rd. The City Council directed staff to advertise the Ordinance for Public Hearing and Second Reading for March 17th. Due to advertising schedules and deadlines, the Ordinance has not been properly advertised the requisite 10 days prior to the Public Hearing.

The Public Hearing on Ordinance 03-14 needs to be rescheduled to April 7, 2014.

ORDINANCE NO. 03-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, ESTABLISHING A POLICY FOR PROJECT SPONSORSHIP AND UNDERWRITING TO PROMOTE PUBLIC WELFARE AND PROVIDE FOR PUBLIC BENEFIT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2004, the City Council established Chapter II, Article VIII, of the City's Code of Ordinances entitled Charitable Giving; and

WHEREAS, Section 2-172 addresses disbursement or allocation of surplus funds from the Capital Trust Agency for non-recurring capital purposes; and

WHEREAS, Section 2-172 should be amended to clarify the City's policy for charitable contributions of public funds and to apply the policy to all departments, divisions and related entities of the City.

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

SECTION 1: Section 2-172 is hereby amended to read as follows:

Funds may be expended for purposes of supporting an endeavor of a charitable organization, provided that the expenditures in each instance satisfy each of the following requirements:

(a) The principal purpose of the endeavor of the charitable organization for which the expenditure of funds is made must in each instance primarily and directly benefit the City or its residents.

(b) The total of all such expenditures by any department, division or related entity of the City, including Gulf Breeze Financial Services, Inc., and Capital Trust Agency, during any fiscal year shall not exceed the amount appropriated by the City Council for such purposes during that fiscal year for that department, division or related entity as set forth in the City's budget.

(c) Expenditures for purposes of supporting endeavors of charitable organizations authorized by this Section of up to \$500.00, individually or in the aggregate during any a fiscal year, for any one charitable entity may be approved by the head or director of the department, division or related entity responsible for the expenditure. Such expenditures over \$500.00 but less than \$5,000.00, individually or in the aggregate during a fiscal year, for any one charitable entity may be approved (i) by the City Manager for such expenditures by a City department, division or related entity other than Capital Trust Agency, and (ii) by the Board of Directors of Capital Trust Agency for such expenditures by Capital Trust Agency. Such expenditures over \$5,000.00, individually or in the aggregate during a fiscal year, for any one charitable entity must be approved by the City Council.

(d) The expenditure must not in any instance violate prohibitions or limitations upon the expenditure of public funds contemplated by applicable laws of the State of Florida and the United States.

(e) For purposes of this Section, the term "charitable organization" shall mean an organization whose primary purpose is philanthropic and beneficial to the public interest (e.g., charitable, educational, and other activities serving the public interest or the common good).

SECTION 2: SEVERABILITY

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by any court of competent jurisdiction to be unconstitutional, inoperative, invalid or void, then said holding shall in no manner effect the validity of the remaining portions of this Ordinance.

SECTION 3: CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms herein.

SECTION 4: EFFECTIVE DATE

This Ordinance shall become effective upon its adoption by the City Council of the City of Gulf Breeze.

PASSED ON FIRST READING ON THE 3RD DAY OF MARCH, 2014.

PUBLISHED ON THE 13TH DAY OF MARCH, 2014.

PASSED AND ADOPTED ON THE SECOND READING ON THE 17TH DAY OF MARCH, 2014.

CITY OF GULF BREEZE, FLORIDA

BEVERLY H. ZIMMERN, MAYOR

ATTEST:

STEPHANIE D. LUCAS, CITY CLERK



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: March 7, 2014

SUBJECT: R1AA FENCE REGULATIONS

Staff recently discovered a scrivener's error concerning the permitting requirements for fences in the R1AA zoning district. In 2009 the City Council adopted Ordinance 02-09 which established the requirements that a permit is required for the construction of a fence in the RES, R1A and R1AA and R1 zoning districts and that preexisting fences on vacant lots must be brought into compliance with the current fence regulations when a Certificate of Occupancy (CO) is issued for the residence. In 2010 the City Council adopted Ordinance 04-10 which made changes to the special exception procedures for fences in the R1AA that are located forward of the primary structure.

The scrivener's error occurred when Ordinance 04-10 was drafted. When Ordinance 04-10 was approved it did not contain the first two sentences and the fourth sentence that were previously added to Section 21-72(a) of the City's Land Development Code (LDC) by Ordinance 02-09.

To the best of staff's knowledge, the error occurred by cutting and pasting pre-Ordinance 02-09 language from the LDC into the base document that was used to create Ordinance 04-10.

In reviewing the situation, it is staff's opinion that it was not the Council's intent to delete the permitting requirements and the CO requirements when it adopted Ordinance 04-10. If this is indeed the case, City Council needs to affirm this and direct staff to prepare an ordinance which places the omitted language back into Section 21-72(a) of the LDC. Staff has prepared a draft ordinance for consideration.

**R1AA FENCE REGULATIONS
PAGE 2**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 04-14
ON FIRST READING AND SCHEDULE THE PUBLIC
HEARING AND SECOND READING FOR APRIL 7, 2014.**

CSC
Attachments

ORDINANCE NO. 02-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING SECTIONS 21-51, 21-72, 21-87 AND 21-102 RELATIVE TO FENCING REGULATIONS FOR RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has Land Development Code requirements which regulates the placement of fences; and,

WHEREAS, the Land Development Code does not allow a fence to be erected nearer to the front lot line than the front of the house on the lot or, in the case of a vacant lot, nearer to the front lot line than that point on the lot where a house could be located when and if built; and,

WHEREAS, when a home is built on a residential lot, the fence previously allowed on a vacant lot should be removed; and,

WHEREAS, to be sure potential sight visibility problems from fence construction are limited and compliance with applicable zoning regulation is assured, the City has decided to require a permit be obtained prior to construction of a fence.

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

SECTION 1: Sections 21-51, 21-72, 21-87 and 21-102, Fence requirements is hereby amended to include:

No fence shall be built without first obtaining a permit from the City. The fee for processing said fence permit application is \$25.00. This amount may be adjusted from time to time by a resolution duly adopted by the City Council. No fence of any description shall be erected nearer to the front lot line than the front of the house on the lot or, in the case of a vacant lot, nearer to the front lot line than that point on the lot where a house could be located when and if built, or, in the case of a corner lot, nearer to the side street line than the side street setback line for that particular lot. Once a certificate of occupancy is issued for a residence on a vacant lot, all fences must comply with this section. The maximum height of such fence shall be eight feet, except that on a corner lot, the height of such fence that protrudes beyond the side of the house facing the side street where the fence joins the house, and that portion of the fence that runs parallel with the side street of the lot, shall not exceed 6 ½ feet in height. All other sections of a fence located on the lot shall not exceed the maximum height of eight feet. In those instances in which any property in a R-ES, R-1-A, R-1-AA, R-1, TH, or RC district has a common property line with a C-1, C-2, M or P district, then a fence will be allowed along the common property line regardless of setbacks; however, if said fence extends past the front of the house or the front setback line, then the maximum height of the fence shall not exceed 6 ½ in height and must be terminated at the front property line in such a manner as not to interfere with the line-of-sight of adjacent driveways and roads.

SECTION 2: SEVERABILITY

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by any court of competent jurisdiction to be unconstitutional, inoperative, invalid or void, then said holding shall in no manner effect the validity of the remaining portions of this ordinance.

SECTION 3: CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms herein.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon its adoption by the City Council of the City of Gulf Breeze.

PASSED ON FIRST READING ON THE 2nd DAY OF March, 2009.

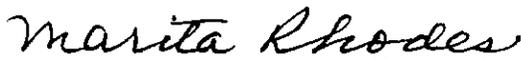
PUBLISHED ON THE 5th DAY OF March, 2009.

PASSED AND ADOPTED ON THE SECOND READING ON THE 16th
DAY OF March, 2009.

CITY OF GULF BREEZE, FLORIDA


LANE GILCHRIST, MAYOR

ATTEST:


MARITA RHODES, CITY CLERK



The Gulf Breeze News

Published Weekly
Established in 2001

STATE OF FLORIDA
County of Santa Rosa

NOTICE OF PROPOSED ORDINANCE NO. 02-09

Before the undersigned authority personally appeared Victoria Papajohn who is personally known to me and who on oath says that she is Publisher of the Gulf Breeze News, a weekly newspaper published at Gulf Breeze in Santa Rosa County, Florida; that the attached copy of advertisement, being a Notice of Proposed Ordinance

ORDINANCE NO. 02-09

Received from the City of Gulf Breeze and was published in said newspaper in the issue of March 5th, 2009

Affiant further says that the said Gulf Breeze News published in Gulf Breeze in said Santa Rosa County, Florida, and that said newspaper has heretofore been continuously published in said county each week and has been entered as second class mail matter at the post office in Gulf Breeze, in said Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Victoria Papajohn
Publisher Victoria Papajohn
Sworn to and subscribed before me this
5th Day of March, A.D. 2009

Karen Jo Murphy
Name Karen Jo Murphy Notary Public



NOTICE OF PROPOSED ORDINANCE NO. 02-09

Please be advised that Proposed Ordinance No.02-09 was presented to the City of Gulf Breeze for first reading on Monday, March 2, 2009, and will be presented for final reading and adoption at a City Council meeting scheduled for Monday, March 16, 2009, at 6:30 p.m. in the Council Chambers of City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida.

The title of the proposed ordinance is as follows:

ORDINANCE NO. 02-09
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING SECTIONS 21-51, 21-72, 21-87 AND 21-102 RELATIVE TO FENCING REGULATIONS FOR RESIDENTIAL PROPERTIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

A copy of the proposed ordinance may be inspected by the public in the City Clerk's office at City Hall. Interested parties may appear at the Council meetings and be heard with respect to the proposed ordinance. If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

THE CITY OF GULF BREEZE, FLORIDA

BY: MARITA RHODES
CITY CLERK Legal # 492

ORDINANCE NO. 04-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING SECTION 21-72 OF THE CODE OF ORDINANCES RELATIVE TO FENCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council enacted certain rules and regulations regarding the design and placement of fences on residential lots; and,

WHEREAS, these rules and regulations currently preclude the placement of a fence forward of the front of a primary structure on a residential lot; and,

WHEREAS, the City Council desires to amend these rules and regulations to allow the placement of fence forward of the front of a primary structure in certain instances and when certain design criteria are met.

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

SECTION 1: Section 21-72, Fence Requirements is hereby amended to read as follows:

Sec. 21-72. Fence requirements.

- (a) No fence of any description shall be erected nearer to the front lot line than the front of the house on the lot or, in the case of a vacant lot, nearer to the front lot line than that point on the lot where a house could be located when and if built, except as follows: in the case where a house is built closer to the setback limit than a house immediately abutting, then the house further away from the front street may extend the side yard fence to a point equal to the extent of the abutting front yard fence which extends further toward the street. In no case can a side yard fence extend closer to the right-of-way than the setback limit. In the case of a corner lot no fence shall be erected nearer to the side street line than the side street setback line for that particular lot. In those instances on a corner lot in which the front of the house faces the side street lot line, then the section of fence that faces the front lot line shall not be located any closer to the front lot line than 15 feet. The maximum height of such fence shall be eight feet, except that on a corner lot, the height of such fence that protrudes beyond the side of the house facing the side street where the fence joins the house, and that portion of the fence that runs parallel with the side street side of the lot, shall not exceed 6 feet in height. All other sections of a fence located on the lot shall not exceed the maximum height of eight feet.
- (b) Special exceptions.

Fences meeting the following criteria may be located forward of the front of the house but not forward of the front lot line. The ~~Board of Adjustment~~ Development Review

Board will determine if the criteria listed below have been met in accordance with Section 20-108 of the Code of Ordinances.

1. The fence shall be decorative or ornamental in design and match the overall architectural style of the principal structure. No chain link, wire, wooden panel or picket fence shall qualify for a special exception. The design of the fence must be brick, stone or stucco columns joined by metal panels. The metal panels must be less than thirty-three percent (33%) opaque.
2. Landscaping must be installed on the street side of the fence in such a manner as to shield the metal panels from view within three (3) years from the date of construction. Plant material must consist of ornamental shrubs which grow to a height of five (5) to six (6) feet under normal conditions (Recommended species are included in Table 1. Other species with similar attributes may be utilized).
3. The maximum height of the fence panels shall not exceed six (6) feet in height; however, columns may be up to ten (10) feet high. The height measurement will be taken from grade.
4. The minimum distance between columns shall be eight (8) feet. The maximum distance between columns shall be fifteen (15) feet.
5. The property owner must demonstrate the existence of a public safety concern, such as trespassing that frequently occurs about his property which would be significantly mitigated by construction or erection of a fence contemplated in this subsection (b).
6. Any fence that utilizes a gate or similar device to restrict access to the driveway shall be equipped with a rapid entry system as specified in Section 21-265.
7. The decision by the City Manager or designee that the aforementioned criteria have or have not been met may be appealed to the ~~Board of Adjustment~~ Development Review Board. The procedures for appeal shall follow ~~the procedures specified in Chapter 20, Article II, Division 7. Appeals.~~ that of level one development.

SECTION 2: SEVERABILITY

It is not the intent of this Ordinance to supersede or conflict with any law, rule, or regulation that has been reserved to or is preempted by laws, rules, and regulations of the State of Florida. If any section, sentence, clause, phrase, or word of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance. Further, in the event that any section,

sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then it is hereby declared to be the intent of the Gulf Breeze4 City Council that this Ordinance be construed to the fullest extent possible in a manner that is valid and constitutional and excepting only such portions of this Ordinance that are necessary in order for the remaining portions hereof to be valid and lawful.

SECTION 3: CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms herein.

SECTION 4: EFFECTIVE DATE

This ordinance shall become effective upon its adoption by the City Council of the City of Gulf Breeze.

PASSED ON FIRST READING ON THE 19TH DAY OF APRIL, 2010.

PUBLISHED ON THE 22ND DAY OF APRIL, 2010.

PASSED AND ADOPTED ON THE SECOND READING ON THE 3RD DAY OF MAY, 2010.

CITY OF GULF BREEZE, FLORIDA


BEVERLY H. ZIMMERN, MAYOR

ATTEST:


MARITA RHODES, CITY CLERK

**ORDINANCE NO. 03-10 COMPREHENSIVE PLAN
AMENDMENT WILL BE INCLUDED AT A LATER
DATE**

ORDINANCE NO. 04-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING SECTION 21-72(A) OF THE CODE OF ORDINANCES RELATIVE TO FENCES TO CORRECT A SCRIVENER'S ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 3, 2010, the City Council adopted Ordinance No. 04-10 amending Chapter 4, Section 21-72(a) and (b) of the City's Code of Ordinances regarding the design and placement of fences on residential lots; and,

WHEREAS, Section 21-72(a) of the Ordinance contains a scrivener's error in that certain language previously adopted by the City Council in Ordinance No. 02-09 was not include in Ordinance No. 04-10; and

WHEREAS, it was the intent of the City Council to include the omitted language in Ordinance No. 04-10.

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

SECTION 1: Section 21-72(a), Fence Requirements, is hereby amended to read as follows:

(a) No fence shall be built without first obtaining a permit from the City. The fee for processing said fence permit application is \$25.00. This amount may be adjusted from time to time by a resolution duly adopted by the City Council. No fence of any description shall be erected nearer to the front lot line than the front of the house on the lot or, in the case of a vacant lot, nearer to the front lot line than that point on the lot where a house could be located when and if built, except as follows: in the case where a house is built closer to the setback limit than a house immediately abutting, then the house further away from the front street may extend the side yard fence to a point equal to the extent of the abutting front yard fence which extends further toward the street. In no case can a side yard fence extend closer to the right-of-way than the setback limit. In the case of a corner lot no fence shall be erected nearer to the side street line than the side street setback line for that particular lot. In those instances on a corner lot in which the front of the house faces the side street lot line, then the section of fence that faces the front lot line shall not be located any closer to the front lot line than fifteen (15) feet. Once a certificate of occupancy is issued for a residence on a vacant lot, all fences must comply with this section. The maximum height of such fence shall be eight feet, except that on a corner lot, the height of such fence that protrudes beyond the side of the house facing the side street where the fence joins the house, and that portion of the fence that runs parallel with the side street side of the lot, shall not exceed six

(6) feet in height. All other sections of a fence located on the lot shall not exceed the maximum height of eight (8) feet.

SECTION 2: SEVERABILITY

If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by any court of competent jurisdiction to be unconstitutional, inoperative, invalid or void, then said holding shall in no manner effect the validity of the remaining portions of this Ordinance.

SECTION 3: CONFLICT

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms herein.

SECTION 4: EFFECTIVE DATE

This Ordinance shall become effective upon its adoption by the City Council of the City of Gulf Breeze.

PASSED ON FIRST READING ON THE 17th DAY OF MARCH, 2014.

PUBLISHED ON THE 20th DAY OF MARCH, 2014.

PASSED AND ADOPTED ON THE SECOND READING ON THE 7th DAY OF APRIL, 2014.

CITY OF GULF BREEZE, FLORIDA

BEVERLY H. ZIMMERN, MAYOR

ATTEST:

STEPHANIE D. LUCAS, CITY CLERK



City of Gulf Breeze

Police Department

Richard Hawthorne
Interim Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Interim Chief 

Ref: Special Event Application

Date: March 6, 2014

Greg Smith with the Rotary Club has submitted an application for their yearly Gumbo Cook-off Festival. The Festival will be held once again at Shoreline South. The event will be on Saturday March 29, 2014 from 8am -6pm. Estimated 500 persons will be in attendance throughout the day. This Rotary Club has had the event for several years and it has always been very successful with no impact to law enforcement. Ron Pulley and his staff are aware of the event.

RECOMMENDATION: **That the City Council approve the application.**





City of Gulf Breeze

Police Department

Richard Hawthorne
Interim Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Interim Chief *RH*

Ref: Special Event Application

Date: March 6, 2014

Chris Bloomberg of Bloomberg Consulting has submitted an application for a BBQ event. The event will be called "Grillin in the Breeze" and it will be a BBQ grilling competition. This event is a fundraiser for Take Stock in Children. The event will be held at Shoreline South on Saturday April 12, 2014 from 6am -9pm. The event staff will use the facilities on Friday April 11, 2014 from 5pm to 9pm for team set ups. Sunday April 13, 2014 will be used as a rain make up day. During the event there will be food, music and Paddleboard Demo's. A copy of the event is attached. Ron Pulley and his staff are aware of the event.

RECOMMENDATION: **That the City Council approve the application.**





Gulf Breeze Police Department

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

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

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

City of Gulf Breeze Special Event

Packet Includes:

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

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

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

At least (30) days prior to the special event



Applicant's Signature

3/5/14

Date



Gulf Breeze Police Department

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

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

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

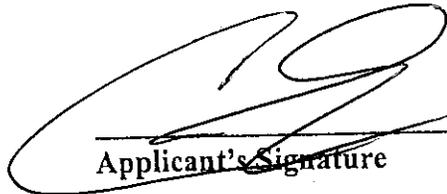
City of Gulf Breeze

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

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

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

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



Applicant's Signature 2/27/14
Date



Police Department's Approval 3-6-14
Date

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

3/5/14
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name BLOOMBERG CONSULTING - CHRIS BLOOMBERG
Address 105 BAYBRIDGE DRIVE; GULF BREEZE, FL 32561

2. PERSON REQUESTING PERMIT:

Name CHRIS BLOOMBERG
Address 1636 COLLEGE PKWY, GULF BREEZE, FL 32563
Phone _____

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

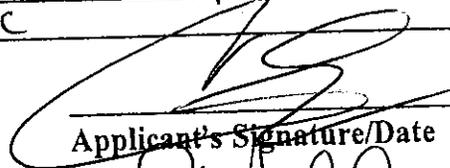
Name CHRIS BLOOMBERG
Address SAME
Phone _____

4. DATE, HOURS AND LOCATION OF EVENT: SOUTH SHORELINE PARK (WESTERN PORTION)

APRIL 11, 2014 - BBQ TEAM SETUP 5 PM - 10 PM
APRIL 12, 2014 - EVENT SETUP: EVENT 6 AM TO 9 AM
APRIL 13, 2014 - ~~EVENT~~ RAIN OUT DAY

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

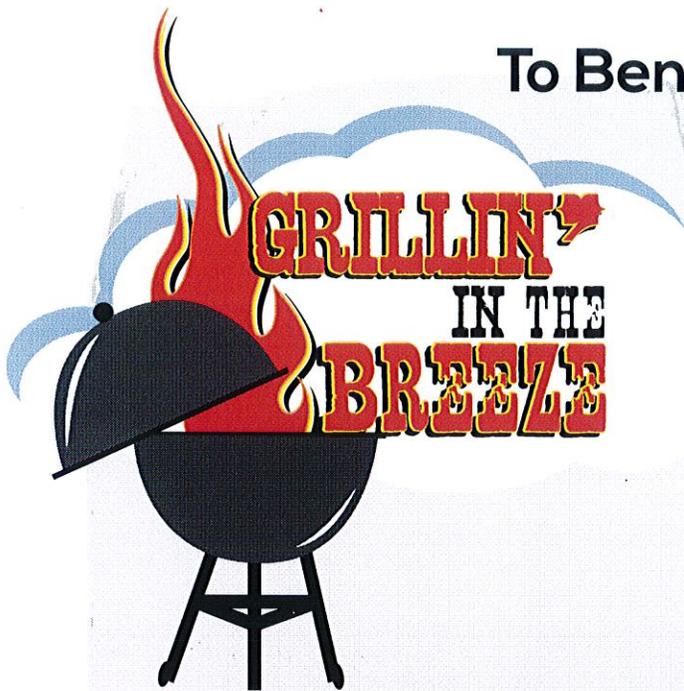
FUNDRAISER FOR TAKE STOCK IN CHILDREN, SPRING FESTIVAL, BBQ COMPETITION (SIMILAR TO ED GRAY'S GUMBO FEST), FAMILY FUN AREA, BBQ CONTEST, FOOD AVAILABLE, PADDLEBOARD DEMOS, ETC

 3/5/14
Applicant's Signature/Date

 3-6-14
Police Department's Approval/Date

City Manager's Approval/Date

To Benefit: Take Stock in Children
Scholarships, Mentors, and Hope



\$10 in advance
\$15 day of the event
1 Free Kid's Admission (15 and under)
with each Paid Adult

GRILLIN' IN THE BREEZE

SPRING FESTIVAL AND BBQ COMPETITION

Saturday, April 12, 2014
11:00 am

with a Rainout Date of - **Sunday, April 13, 2014**

Chicken/Ribs Blind Judging Awards 2 pm
Boston Butt People's Choice Award 5 pm

Shoreline Park South in Gulf Breeze - Next to the City Boat Ramp

Competition BBQ Samples, Live Music, Kids Area,
Paddleboard Demos available to all admissions.

Paid admission gets one BBQ sandwich and soft drink.

Additional food, adult beverages and other drinks available for purchase.

www.GrillinInTheBreeze.com • 850-932-2047

Hosted by:



Top Sponsors:



Grillin' in the Breeze BBQ Competition and Spring Festival

Brought to you by *Bloomberg Consulting and VisInt*

Thank you for your interest in sponsoring Grillin' in the Breeze. Please provide the following information:

Business/Individual Name: _____

Contact Person: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Please check your payment method:

_____ **Pay by Check** _____ **Pay Online**

Sponsor checks should be made out to **Grillin in the Breeze** and mailed to PO Box 336, Gulf Breeze, FL 32562. If you completed the sponsorship transaction online, you must still complete and return this form.

Please check your sponsorship level:

_____ **Platinum Sponsor: \$2500 or more** – Top Billing on electronic/print flyer and banner space available at event, Take Stock and Grillin' In The Breeze Top Billing website recognition and link to your website, recognition as a Platinum sponsor on the stage at the festival, two seats as a Celebrity Judge for the competition, entry fee included for ten people during the event and complimentary beverages, sponsor plaque.

_____ **Gold Sponsor: \$1500 to \$2499** – Recognition as Gold Sponsor and banner space available at event, Take Stock and Grillin' In The Breeze website recognition and link to your website, recognition as a Gold sponsor on the stage at the festival, one seat as a Celebrity Judge for the competition, entry fee included for six people during the event, sponsor plaque.

_____ **Silver Sponsor: \$1000 to \$1499** - Recognition as Silver Sponsor and banner space available at event, Take Stock and Grillin' In The Breeze website recognition and link to your website, recognition as a Silver sponsor on the stage at the festival, entry fee included for four people during the event, sponsor plaque.

_____ **Bronze Sponsor: \$300 to \$999** – Recognition as Bronze Sponsor and banner space available at event, Take Stock and Grillin' In The Breeze website recognition, entry fee included for two people during the event, sponsor plaque.

_____ **Patron Sponsor: \$50 to \$299** - Banner space available at event, Take Stock and Grillin' In The Breeze website recognition, entry fee included for one person during the event, sponsor plaque.

"In-Kind" item of _____ to use as an auction item or a prize valued at \$_____. Sponsor recognition at level of gift value. Please contact us to so we can pick up your item.

All proceeds to benefit Take Stock in Children. <http://santarosaeducationfoundation.org/take-stock-in-children/>

For additional information contact: Angi Brown • 850-712-2264 • BrownAB@mail.santarosa.k12.fl.us
Chris Bloomberg • 850-932-2047 • Chris@bloombergconsulting.com

Competitor Form



Grillin' in the Breeze BBQ Competition and Spring Festival
brought to you by: Bloomberg Consulting and VisInt

Team Name: _____

Grill Master Name: _____

Cell: _____

Email: _____

Address: _____

City: _____ State _____ Zip: _____

“Back Yard” Entry Fee is \$250 by March 15, 2014, \$275 on March 16th or later
Chicken, Ribs, and Boston Butt (People’s Choice) Divisions
(Includes 20’ x20’ area with power and water, \$150 extra for a 2nd area) \$ _____

Private Port- O-Let \$65 \$ _____

Total: \$ _____

All teams will receive a minimum of a \$150 card for the meat or will receive meat to use for the event worth at least \$150.
Samples will be handed out to event patrons in small cups supplied by VisInt.

Prizes:

Chicken- \$300 first place, \$200 second place, \$100 third place

Ribs - \$300 first place, \$200 second place, \$100 third place

Boston Butt - People’s Choice Judging - \$500 Winner take all

All proceeds to benefit Take Stock in Children. <http://santarosaeducationfoundation.org/take-stock-in-children/>

Entry Checks made out to Grillin' in the Breeze and mailed to PO Box 336; Gulf Breeze, FL 32562

For additional information contact Brianna Scott at 850-932-2047 or brianna@bloombergconsulting.com





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas E. Lambert, Assistant Director of Public Services

DATE: March 6, 2014

RE: SSRUS Board Recommendations

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

The following recommendations were recommended by the SSRUS Board at their February 10, 2014 meeting.

Bergren Road Forcemain

In December the SSRUS Board approved the payment for construction of the Bergren Road forcemain and instituted a \$95 fee per equivalent residential unit (ERU) to be collected to recover the cost of the force main. Since this is a major infrastructure improvement, staff recommends that the cost of the \$112,912.25 be paid from the impact fee reserved fund. Staff further recommends that the \$95 cost recover fee be sequestered in the impact reserve fund as they are collected.

RECOMMENDATION: The SSRUS Board recommends to the City Council that the Bergren Road Forcemain be paid from the reserved impact fees and that the \$95 per ERU aid in construction fee collected will be sequestered in the impact fee reserve fund.

Bergren Road Reclaimed Main Repair

The reclaimed main was in conflict with the permitted driveway for the ERS 4 site. The County asked to install the driveway for us in anticipation of leasing the site. Because the permit with the Army Corps of Engineers was set to expire, the main could not be repaired prior to completion of the driveway.

RECOMMENDATION: SSRUS Board recommends to City Council to authorize Warrington Utility & Excavating to repair the ERS 4 reclaimed main for \$13,075.

Waterford Sound Reimbursement

Per the agreement reached with the developer of Waterford Sound, the utility receives a 75% impact fee per lot from the builder, but holds a 50% deposit from the developer. Annually, the utility refunds the 25% to the developer for each lot bought. This will be the second payment to the developer on the first phase of Waterford Sound development.

RECOMMENDATION: ~~SSRUS Board recommends to City Council the authorization of payment to Waterford Sound, LLC of \$31,200 in impact fee reimbursement from the Restricted Impact Fees.~~

Rotating Screen Repair

This is a F/Y 2013 budgeted item for the replacement of a rotating screen drum. The drum on the second screen is in good condition and not expected to need replacement any time in the near future.

RECOMMENDATION: SSRUS Board Recommend to City Council the purchase of a replacement rotating screen drum for the headworks from Parkson Corporation for a total of \$21,024.00.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: February 4, 2014
RE: Clay Circle Development

In December the SSRUS Board approved the payment for construction of the Bergren Road forcemain and instituted a \$95 fee per equivalent residential unit (ERU) to be collected to recover the cost of the force main. Since this is a major infrastructure improvement, staff recommends that the cost of the \$112,912.25 be paid from the impact fee reserved fund. Staff further recommends that the \$95 cost recover fee be sequestered in the impact reserve fund as they are collected.

RECOMMENDATION: The SSRUS Board recommends to the City Council that the Bergren Road Forcemain be paid from the reserved impact fees and that the \$95 per ERU aid in construction fee collected will be sequestered in the impact fee reserve fund.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services
DATE: February 05, 2014

RE: Reclaim Main Repair at Eastern Reuse Site #4

The reclaim line that supplies water to ERS #4 is in need of repair. The original line was in conflict with the road that Santa Rosa County installed and was removed. This road was built for the Utility at no cost, as it serves as access for the county as well. Due to timing issues with the ERS#4 Dredge and Fill Permit, we had to install the road without relocating the reclaim line.

This particular area has a high water table and we have postponed the repair until water levels have subsided.

In order to return the spray field to active service staff developed a scope of work to repair the line and sought quotes from qualified contractors which are listed below:

Brown Construction	\$25,196.08
Utility Service Co.	\$15,537.00
Warrington Utility	\$13,075.00

Recommendation: SSRUS Board recommends City Council to authorize Warrington Excavation to repair the ERS#4 reclaim line for \$13,075.00



City of Gulf Breeze

8/20/13

BERGREN RD REUSE REPAIR SCOPE OF WORK

1. Trench in approx. 370' of 6" pvc with minimal cover.
2. Install 10' of ductile iron pipe over county drain pipe.
3. Dewater and make 8"x 6" connection east side of Bergren Rd.
4. Dewater and make 6"x 6" connection inside ERS 4.
5. Place numerous pipeline markers provided by City.



Since 1995
 Certified General &
 Underground Utility Contractors
 CGCO45510 CUCO56748 AL44998



Therran Gentry
 City of Gulf Breeze

Re: Bergren Rd Reuse Main Repair - Revised

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

1	Mobilization	1	LS	
2	Connect to Existing 8" PVC	1	EA	
3	Connect to Existing 6" PVC	1	EA	
4	6" DR 25 C-900 Purple	370	LF	
5	6" DI Pipe for Storm Drain Crossing	10	LF	
6	ROW Restoration	1000	SY	
				TOTAL \$ 25,196.08

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 Gulf Power Monitoring charges if required are excluded.
- 6 Treatment for dewatering discharge is excluded.
- 7 Dewatering for placement of 6" Pipe is excluded.
- 8 Freeze Protection for exposed ductile iron piping is excluded.
- 9 Limestone for driveway replacement is excluded. Should driveway be disturbed, existing rock will be removed and replaced.

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

Sincerely,

Gabe Jackson



UTILITY SERVICE CO.

August 15, 2013

Mr. Therran Gentry
South Santa Rosa Utility
1070 Shoreline Dr.
Gulf Breeze, Fla. 32563

RE: Bergren Road Quote.

Dear Mr. Gentry,

Our price for replacing the 380 LF section of reuse line on Bergren Road is \$ 15,537.00 unless we have to dewater. If dewatering is required we have to add \$ 5,270.00. Please note if we do have to dewater we will be able to go under the existing culvert and would not have bill for item 3 (\$ 2,585.00.)

The Breakdown of our costs are listed below. With our present commitments we would be able to start in September if awarded your work. Our prices do not include any filtering of the well point discharge water nor do we anticipate any need. If you have any questions please call me or Ron King at our office and we can discuss the matter.

1. West Side Tie In	\$ 4,897.00
2. 6" PVC Reuse	\$ 5,982.00
3. 6" DIP Culvert Crossing	\$ 2,585.00
4. East Tie In	\$ 2,073.00
TOTAL	\$ 15,537.00

5. Dewatering If Necessary	\$ 4,770.00
----------------------------	-------------

Total With Out Dewatering	\$ 15,537.00
Total With Dewatering	\$ 17,722.00

If you have questions please call me or Ron King at our office.

Sincerely,



Bill Lee

Eric
 516-3169
~~330~~



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 Reclaim

8/14/2013

Item	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ls		
2	6" pvc purple	370	lf		
3	Dewatering pits	2	ea		
4	6" DIPS	10	lf		
5	6" mj 45 bend	4	ea		
6	6" tie in	1	ea		
6	8" tie in	1	ea		
7	8" x 6" reducer	1	ea		
Grand Total					\$ 13,075.00

8,100⁰⁰

Please note price does not include the following:

- ** Any removal and/or replacing of unsuitable materials or moisture sensitive materials
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- ** Any dewatering of trench

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 increases
- ** Price subject to change due to any unforeseen circumstance, or any utilities encountered that need altering
- ** Survey by S.S.R.U.S. for property lines
- ** This price does not include Gulf Power Supervision
- ** This price does not include any DEP testing

30959
 chm const



BERGREN RD

new county road

directional drill

ductile iron

dewater and make the in

dewater and make the in

ENS 4

1394

@2013 Google

Imagery Date: 11/2/2012 30 24 40 96 N 80 58 28 49 W elev: 281 ft scale: 1:631

Google Earth



City of Gulf Breeze

8/20/13

BERGREN RD REUSE REPAIR SCOPE OF WORK

1. Directional drill approx. 380' of 10" HDPE.
 2. Dewater and make 10"x 8" tie-in east side of Bergren Rd.
 3. Dewater and make 10"x 8" tie-in inside ERS 4.
 4. Place numerous pipeline markers provided by the City.
-



BERGREN RD

new county road

directional drill
(extended in)

dewater and make tie in

dewater and make tie in

ENS 4

Image Date: 1/2/01 30 24 36.06 N 105 58 28.78 W Elevation: 2811 feet above sea level

Google Earth



Since 1995
 Certified General &
 Underground Utility Contractors
 CGC045510 CUC056748 AL44998



Therran Gentry
 City of Gulf Breeze

Re: Bergren Rd Reuse Main Repair

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

Storm Drainage

1	Mobilization	1	LS		
2	10" HDD SDR 11 HDPE	380	LF		
3	Connect to Existing 8" PVC	2	EA		
				TOTAL	\$ 43,356.48

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 Gulf Power Monitoring charges if required are excluded.
- 6 Treatment for dewatering discharge is excluded.

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

Sincerely,

Gabe Jackson



UTILITY SERVICE CO.

August 5, 2013

Mr. Therran Gentry
South Santa Rosa Utility
1070 Shoreline Dr.
Gulf Breeze, Fla. 32563

RE: Bergren Road Quote.

Dear Mr. Gentry,

Our price for replacing the 380 LF section of reuse line on Bergren Road is \$ 42,384.00. The Breakdown of our costs are listed below. With our present commitments we would be able to stare the later part of September if awarded your work. Our prices do not include any filtering of the well point discharge water nor do we anticipate any need. If you have any questions please call me or Ron King at our office and we can discuss the matter.

1. West Side Tie In	\$ 9,266.00
2. 10" SDR 11 HDD	\$ 26,268.00
3. East Side Tie In	<u>\$ 6,850.00</u>
TOTAL BID	\$ 42,384.00

Sincerely,



Bill Lee



State Certified# CU C1224889
Fire Main # FPC11-000045

Date: August 6, 2013

Re: Bergen Road

Attn: Therran Gentry

Warrington Utility & Excavating Inc. will provide material, labor, and supervision to install 10" directional bore, two 8" tie-ins, two 10" x 8" reducer and dewatering.

Grand Total: \$32,750.00

Please Note the following:

- Price subject to change in case of any unforeseen circumstances or any utilities encountered
- Price does not include any removal and/or replacing unsuitable materials
- Anything not specifically stated in this proposal is excluded from price
- Price does not include any fee's (i.e. permits, tie in, impact, layout, etc.)
- 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
- This price does not include Gulf Power Supervision
- This price does not include any DEP testing

Complete Sanitary Sewer Systems * Mains, Laterals, Lift Stations, Force Mains, etc. * Complete Water Main Systems * Fire Hydrants, Wet Taps, Services, Back Flow Preventors and Testing, Pressure Testing, Jack & Boring * Complete Storm Drain Systems * Concrete Pipe and Plastic Pipe * Curb Inlets, Catch Basins, Box Culverts, Under drain Systems, Excavating * Dewatering * Electrical and Telephone conduit
8401 Untreiner Avenue, Pensacola, FL 32534 Office: (850) 476-2280, Fax: (850)476-2283



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: February 5, 2014
RE: Waterford Sound Tap Fees

In June of 2011, the SSRUS Board and City Council approved a special tap fee arrangement with the developer of Waterford Sound. The developer would pay up to the 50% amount for the 56 lots developed, but the builder would pay the City 75% per lot as they applied for building permits. The reimbursement would be calculated and paid at the end of each fiscal year.

The developer was reimbursed for 27 lots in 2012, and an additional 24 have been paid for since the last reimbursement. The total reimbursement currently due is \$31,200. An additional 5 lots are outstanding on this phase of the development. The developer also has the same agreement for phase 2 of the development, which has just started.

As this money is in the reserved tap fee fund, the SSRUS Board and City Council must approve the release of the funds to the developer.

RECOMMENDATION: SSRUS Board recommend to City Council the authorization of payment to Waterford Sound, LLC of \$31,200 in impact fee reimbursement from the Restricted Impact Fees.

WATERFORD SOUND IMPACT FEES COLLECTED

Blk	Lot	Street No.	Street	Tap Fee by Dev	Tap Fee by Builder		Date by Paid Builder	Over Payment	Paid 10/2012	To Pay 3/2014	Remainder
TOTAL DUE DEVELOPER								66,300	35,100	31,200	6,500
REMAINING REIMBURSEMENT								6,500			
A	1	1870	Coast Ct	2,600							1300
A	2	1866	Coast Ct	2,600	2,000	1,900	6/11/2013	1,300		1300	
A	3	1862	Coast Ct	2,600	2,000	1,900	6/11/2013	1,300		1300	
A	4	1858	Coast Ct	2,600	2,000	1,900	5/24/2013	1,300		1300	
A	5	1854	Coast Ct	2,600	2,000	1,900	2/26/2013	1,300		1300	
A	6	1850	Coast Ct	2,600	2,000	1,900	2/19/2013	1,300		1300	
A	7	1846	Coast Ct	2,600	2,000	1,900	2/19/2013	1,300		1300	
A	8	1842	Coast Ct	2,600	2,000	1,900	2/19/2013	1,300		1300	
A	9	1838	Coast Ct	2,600	3,900		11/18/2011	1,300	1,300		
A	10	1834	Coast Ct	2,600	3,900		10/24/2011	1,300	1,300		
A	11	1830	Coast Ct	2,600	3,900		1/18/2013	1,300		1300	
A	12	1826	Coast Ct	2,600	3,900		10/16/12	1,300		1300	
A	13	1822	Coast Ct	2,600	3,900		1/18/2013	1,300		1300	
A	14	1818	Coast Ct	2,600	3,900		7/6/2012	1,300		1300	
A	15	1814	Coast Ct	2,600	3,900		7/6/2014	1,300		1300	
A	16	1810	Coast Ct	2,600	3,900		7/6/2012	1,300		1300	
A	17	1806	Coast Ct	2,600	3,900		3/28/2011	1,300	1,300		
A	18	1802	Coast Ct	2,600	3,900		4/11/2012	1,300	1,300		
A	19	1798	Coast Ct	2,600	3,900		9/16/2011	1,300	1,300		
A	20	1794	Coast Ct	2,600	3,900		4/11/2012	1,300	1,300		
A	21	1790	Coast Ct	2,600	3,900		12/27/2011	1,300	1,300		
B	1	1799	Coast Ct	2,600	3,900		12/13/2011	1,300	1,300		
B	2	1803	Coast Ct	2,600	3,900		7/11/2011	1,300	1,300		
B	3	1807	Coast Ct	2,600	3,900		7/29/2011	1,300	1,300		
B	4	1811	Coast Ct	2,600	3,900		7/11/2011	1,300	1,300		
B	5	1815	Coast Ct	2,600	3,900		7/29/2011	1,300	1,300		
B	6	1819	Coast Ct	2,600	3,900		7/11/2011	1,300	1,300		
B	7	1823	Coast Ct	2,600	3,900		8/31/2011	1,300	1,300		
B	8	1827	Coast Ct	2,600	3,900		9/16/2011	1,300	1,300		
B	9	1831	Coast Ct	2,600	3,900		8/31/2011	1,300	1,300		
B	10	1835	Coast Ct	2,600							1300
B	11	1839	Coast Ct	2,600							1300
B	12	1836	Waterford Sound Blvd.	2,600	3,900		7/11/2011	1,300	1,300		
B	13	1832	Waterford Sound Blvd.	2,600	2,000	1,900	3/20/2013	1,300		1300	
B	14	1828	Waterford Sound Blvd.	2,600	3,900		2/2/2012	1,300	1,300		
B	15	1824	Waterford Sound Blvd.	2,600	3,900		12/13/2011	1,300	1,300		
B	16	1820	Waterford Sound Blvd.	2,600	3,900		1/5/2012	1,300	1,300		
B	17	1816	Waterford Sound Blvd.	2,600	3,900		2/20/2012	1,300	1,300		
B	18	1812	Waterford Sound Blvd.	2,600	3,900		2/20/2012	1,300	1,300		
B	19	1808	Waterford Sound Blvd.	2,600	3,900		1/5/2012	1,300	1,300		
B	20	1804	Waterford Sound Blvd.	2,600	3,900		1/5/2012	1,300	1,300		
C	1	1815	Waterford Sound Blvd.	2,600	3,900		1/18/2013	1,300		1300	
C	2	1819	Waterford Sound Blvd.	2,600	3,900		1/24/2013	1,300		1300	
C	3	1823	Waterford Sound Blvd.	2,600	3,900		1/18/2013	1,300		1300	
C	4	1827	Waterford Sound Blvd.	2,600	3,900		1/24/2013	1,300		1300	
C	5	1831	Waterford Sound Blvd.	2,600							1300
C	6	1835	Waterford Sound Blvd.	2,600							1300
C	7	1895	Coast Ct	2,600	3,900		2/20/2012	1,300	1,300		
C	8	1899	Coast Ct	2,600	3,900		12/13/2011	1,300	1,300		
C	9	1903	Coast Ct	2,600	3,900		12/13/2011	1,300	1,300		
D	1	1882	Coast Ct	2,600	2,000	1,900	6/11/2013	1,300		1300	
D	2	1886	Coast Ct	2,600	2,000	1,900	6/11/2013	1,300		1300	
D	3	1890	Coast Ct	2,600	2,000	1,900	5/20/2013	1,300		1300	
D	4	1894	Coast Ct	2,600	2,000	1,900	6/11/2013	1,300		1300	
D	5	1898	Coast Ct	2,600	3,900		11/1/2012	1,300		1300	
D	6	1902	Coast Ct	2,600	3,900		1/18/2013	1,300		1300	



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: February 6, 2014
RE: Rotating Screen Replacement

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

The F/Y 2013 budget included \$19,625 for a replacement rotating screen drum at the wastewater treatment facility. The screens remove large solids that tend not to be easily biodegradable such as plastics. One of the two screen drums is in need of replacement after more than 13 years in service. The other drum is in good condition and does not require replacement.

The cost for this replacement is actually \$20,624 plus an additional \$400 for shipping. The replacement drum can only be purchased directly from the manufacturer, Parkson Corporation. This is a F/Y 2103 budgeted activity, with the slight increase funded from other capital savings.

RECOMMENDATION: SSRUS Board Recommend to City Council the purchase of a replacement rotating screen drum for the headworks from Parkson Corporation for a total of \$21,024.00.



Aftermarket - Quotation

1401 W. Cypress Creek Road - Suite 100, Fort Lauderdale, FL 33309
 1- 888 PARKSON
 562 Bunker Court, Vernon Hills, IL 60061
 1-800-249-2140

*** The Quotation is submitted pursuant to Parkson Corporation's Aftermarket Terms and Conditions, which are attached hereto**

Quote Name	Gulf Breeze, FL H-0012899Z HRS3672 RWC	Created Date	1/17/2014
	01-17-2014	Expiration Date	2/17/2014
Quote Number	00010371		
Prepared By	Ray Coulter	Contact Name	Marty Unger
Phone	954-917-1879	Phone	(954) 383-1757
E-mail	rcoulter@parkson.com	Email	munger@parkson.com
Fax	954-252-4085	Fax	(817) 599-9725

Bill To Name	_____	Ship To Name	_____
Bill To	_____	Ship To	_____
	_____		_____
	_____		_____
PO#	_____	Payment Terms	Net 30
Bill to Email and Fax	_____	Estimated Delivery	8 to 10 Weeks
Project #	H-0012899Z	FOB:	Shipping Point
Freight	Prepay and Add		

Item Number	Product	Line Item Description	Quantity	Sales Price	Total Price
Custom	Customized1	5219-014-060/A6, 316SS Cylinder w/0.060" Screen Size Openings	1.00	\$20,624.00	\$20,624.00

Line Items	1	Subtotal	\$20,624.00
		Total Price	\$20,624.00

Quote Acceptance Information

Signature
 Name
 Title
 Date



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/5/2014

Subject: Invoice – Smith, Sauer and DeMaria

Attached please find a copy of an invoice we received this week from the law firm of Smith, Sauer and DeMaria for services provided to the City relative to determining ownership of a parcel of property just south of the Wayside Park Boat Ramp.

We needed to determine ownership information before we could decide what course of action to take relative to FDOT's plans for replacement of the Bay Bridge and the presentation Scott Wheatley made to the Council last Fall.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MARCH 17, 2014 AND APPROVE THE PAYMENT OF THE INVOICE FROM SMITH, SAUER AND DEMARIA IN THE AMOUNT OF \$1,375.

**SMITH
SAUER
& DEMARIA**
ATTORNEYS AT LAW



Jeffrey T. Sauer
Kathleen K. DeMaria
G. Thomas Smith, of Counsel
Tax ID: 59-2716890

PLEASE INCLUDE YOUR ACCOUNT
NUMBER ON YOUR CHECK

City of Gulf Breeze
c/o Matt Dannheisser
504 North Baylen St.
Pensacola, FL 32501

Page: 1
02/11/2014
ACCOUNT NO: 8931-011M
STATEMENT NO: 2

Attn: Matt Dannheisser

Hwy 98 strip ownership issue

SERVICES RENDERED

		Hours	
11/06/2013			
JTS	Conference with assisting counsel Dannheisser; title examination.	1.60	440.00
11/07/2013			
JTS	Title examination and plotting of legals; telephone call with Dannheisser; conference with title examiner.	2.70	742.50
11/11/2013			
JTS	Review of letter from Dannheisser and Scott Wheatley; letter to Dannheisser.	0.70	192.50
	For Current Services Rendered	5.00	1,375.00
	TOTAL CURRENT WORK		1,375.00
	Balance Due		<u>\$1,375.00</u>

** Past Due accounts will accrue finance charges on the unpaid balance.*



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: March 05, 2014
SUBJECT: Community Redevelopment Agency 2013 Report

In accordance with requirements in Florida Statutes for Community Redevelopment Agencies, Chapter 163, Part III, S. 163.356(3)(c), the governing body shall report its activities for the preceding fiscal year. Attached find the 2013 Community Redevelopment Report. It would be appropriate to consider a motion to approve the report and authorize distribution.

RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, March 17, 2014 and approve the CRA FY2013 Report.

City of Gulf Breeze Community Redevelopment Agency 2013 Annual Report



Prepared by
David Szymanski, Assistant City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561



FY2013 Community Redevelopment Agency Board

The City of Gulf Breeze City Council serves as the Community Redevelopment Agency Board. The members for October 1, 2012 to September 30, 2013 were as follows:

Beverly H. Zimmern, Mayor

J.B. Schluter, Mayor Pro Tem

Joseph Henderson, Councilman

David G. Landfair, Councilman

Cherry Fitch, Councilwoman

FY2013 Community Redevelopment Agency Staff

Edwin. A. Eddy, City Manager

1070 Shoreline Drive
Gulf Breeze, FL 32561
(850) 934-5115
eaeddy@gulfbreezefl.gov

David Szymanski, Assistant City Manager

1070 Shoreline Drive
Gulf Breeze, FL 32561
(850) 934-5106
dszymanski@gulfbreezefl.gov

Community Redevelopment Agency History

Before Gulf Breeze was incorporated in 1961 it witnessed significant commercial growth and investment along US 98, consisting of a variety of retail stores, service stations, office complexes, restaurants, motels and shopping centers. There were no standards or guidelines in place to discourage the “strip commercial” pattern that resulted, nor was there an attempt to establish or nurture a “downtown” or “city center” identity.

In an effort by the City to create a sustainable downtown community and to address high vacancy rates in retail and office units along US 98 (Gulf Breeze Parkway), the City of Gulf Breeze proposed the delineation of a redevelopment area along the US 98 corridor, which serves as the City’s economic and, to some extent, social core. To administer the activities and programs offered within the redevelopment area the City created a Community Redevelopment Agency in December of 1989.

The Gulf Breeze CRA is approximately 393 acres in size, about 13% of the City’s acreage, and is comprised of approximately 410 parcels. The CRA is located along the entire corridor of US 98 within the City limits, beginning at the south side of the Pensacola Bay Bridge and extending at various depths northeast and southwest of the highway to the City’s eastern limits. The CRA also includes the Pensacola Beach Road corridor south of US 98, which forms the approach to the Bob Sikes Bridge to Pensacola Beach.

The need for a CRA was established in 1989 based on the Finding of Necessity documentation required pursuant to Chapter 163, Florida Statutes. This document continues to act as the foundation for blight determination within the CRA and the elimination of these blighting characteristics remains the primary focus for redevelopment activities. Many of the blighting characteristics have been addressed to some degree since the time the CRA was established in 1989; however, some issues have not been addressed, or have not been addressed fully, so the need continues to exist.

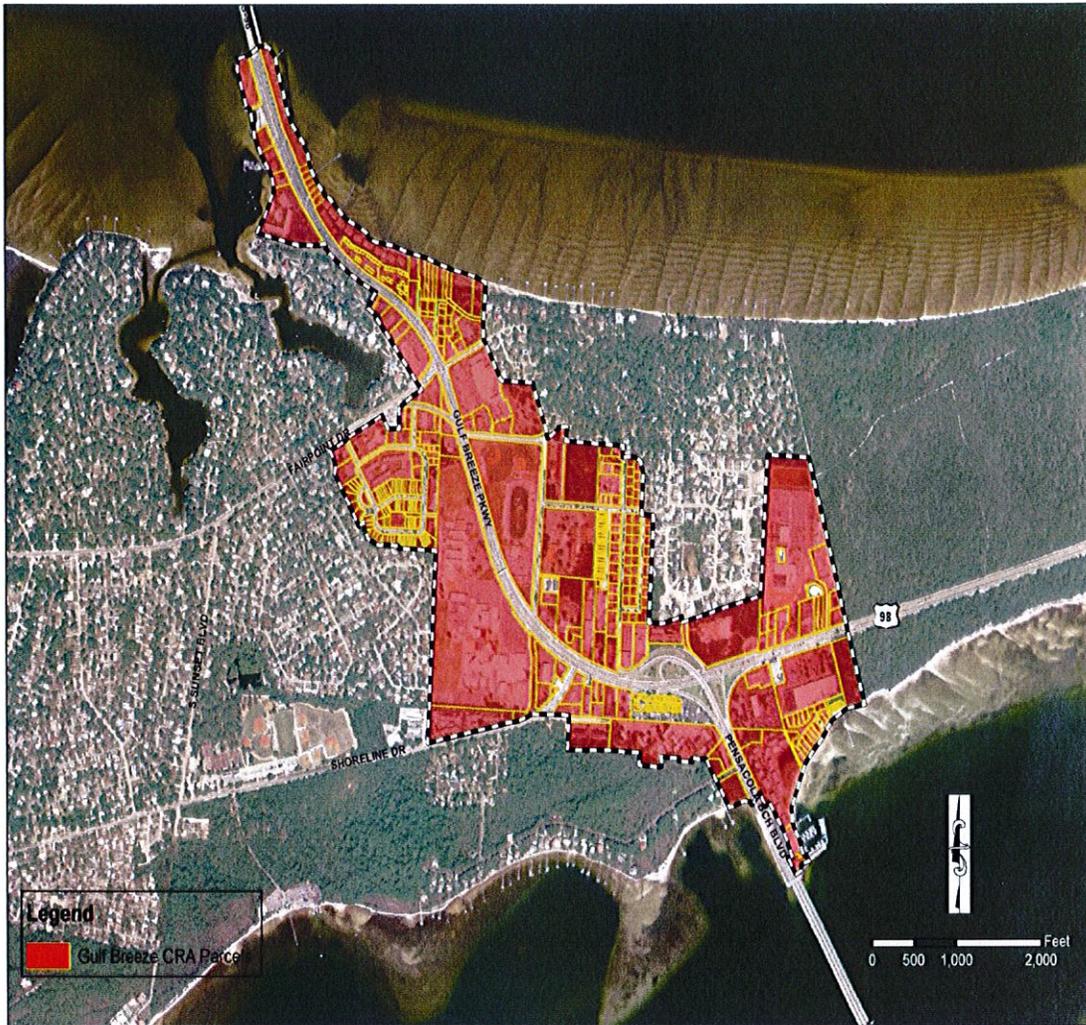
The City of Gulf Breeze adopted its first redevelopment plan in 1990 to “...assist the City with addressing the early signs of blight identified in 1989 and to stimulate economic development within the community redevelopment area.” The City’s 1990 comprehensive plan states that “...much of the commercial core suffers from underutilization and aesthetically poor architecture.”

Concurrent with the Agency being created in 1989, the City Council was appointed as the Board of the Community Redevelopment Agency. Subsequently, a Redevelopment Plan was developed and adopted following several public hearings. The Redevelopment Plan established the goals for implementing revitalization of the core downtown area.

The CRA Plan has been updated in 2006 and again in 2009. In order to ensure that an orderly plan of growth would be followed, the Gulf Breeze Community Redevelopment Agency directed that the 1990 Gulf Breeze Community Redevelopment Plan be updated. Based on community input and visioning that began in March 2006 and culminated in July 2008, this updated plan evaluates the CRA's physical and economic conditions and the challenges and opportunities facing the community.

Redevelopment strategies and critical tasks are included in this update that will enable the City of Gulf Breeze to stimulate and encourage economic development, provide increased public amenities, improve pedestrian safety and effectively manage redevelopment within the CRA in order to realize the City's vision and long-term community goals. Short-term (up to five years) and long-term (up to ten years) capital improvements projects are identified as a means to address these issues in a way that will maximize leveraging of local, state and federal resources in the implementation of this plan.

Since 1989, the City has been proactive in addressing the issues in the Redevelopment Plan and several major initiatives have been completed over the past ten years. Most noticeable is the median landscaping, decorative fencing, establishment of the Community Redevelopment design guidelines and urban design standards, and designation of CRA four major Gateway Districts. Thanks to the efforts of the Community Redevelopment Agency Board, Gulf Breeze's downtown continues to improve.



City of Gulf Breeze Community Redevelopment Area

2013 Community Redevelopment Achievements

CRA Paving Project

In the Community Redevelopment Agency FY2013 budget there was a project funded to resurface St. Francis Drive. The scope of the project was to repave McClure Drive from Roberts Ave to St. Francis Drive. FDOT required a sidewalk be built along St. Francis. The City signed an agreement with FDOT to build the sidewalk and that the expense was to be reimbursed by FDOT. The final cost of sidewalk was \$20,000. The City planted 26, 14-16 foot oak trees along the 455 foot stretch of St. Francis right-of way.

This entire project was funded out of the Community Redevelopment Agency for a price of \$187,199. The project was completed in July 2013.

Underground Wiring

In January, 2012 the City Council met as the Board of Directors of the Community Redevelopment Agency and directed staff to begin work with Gulf Power on the first phase of the conversion of U.S. Highway 98 wiring to underground. The scope of the project is to convert to underground about 4,200 linear feet of wires connecting street lights along U.S. Highway 98, convert banks of wire that cross over the highway from the Bay Bridge to McDonalds, and install L.E.D. lighting fixtures.

This entire project was funded out of the Community Redevelopment Agency for a price of \$230,500. The project was completed in September 2013.

Master Plan

The City and the consulting firm VHB MillerSellen have been working on the Master Plan to guide the City's short, intermediate and long-term development of the downtown commercial corridor. The impetus for this project was the pending replacement of the Pensacola Bridge by the Florida Department of Transportation. A Florida Department of Transportation Project Development and Environment study to replace the bridge is currently underway and scheduled to be completed by 2014.

VHB MillerSellen has completed 100% of these tasks associated with the scope of services. VHB MillerSellen presented their final findings and Mr. Dan Kopack (the chair of the Citizens Steering Committee) presented the draft Master Plan to the City Council on June 26, 2013. The Master Plan was adopted on July 1, 2013 by the City Council. The complete Master Plan is included in this report.

2014 Community Redevelopment Planning

As previously referenced, the Most Livable City Master Plan was completed last year through citizen input, the considerable efforts of the Steering Committee, and the City Council. In order for the Master Plan to formally become a development and growth management tool, it must be adopted into the City's Comprehensive Plan and Land Development Code (LDC).

This provides legal standing for the Master Plan. This action is necessary for the City to be able to apply for State funding and other grants for the development of roadways and other infrastructure. It removes questions from the developer level as to what is required.

VHB MillerSellen is the consulting firm best suited to assist the City with this effort. VHB MillerSellen will complete the following:

- Prepare new Goals, Objectives, and Policies to integrate the City's Master Plan into the City's Comprehensive Plan Elements.
- Prepare new Future Land Use Map to reflect Master Plan vision.
- Prepare Future Land Use amendments.
- Prepare written response to state agency comments.
- Prepare zoning and Land Development Code amendments that provide for the development standards described in the Master Plan.
- Prepare amendments to the City's Community Redevelopment Area (CRA) Master Plan.
- Update the City's demographic/economic profile and real estate conditions.
- Prepare detailed financial feasibility analysis of specific catalyst projects identified by the City.
- Calculate future tax increment revenue for catalyst projects.
- Estimate economic impacts generated by catalyst projects.
- Prepare draft and final report for CRA Master Plan Amendments.

This entire project will be funded out of the Community Redevelopment Agency for an estimated price of \$195,000.00. Estimated completion date of this project is Fall 2014.

City of Gulf Breeze, Florida
GOVERNMENTAL FUNDS
BALANCE SHEET
September 30, 2013

	<u>General</u>	<u>Urban Core Redevelopment</u>	<u>Non-Major Governmental Funds</u>	<u>Total Governmental Funds</u>
ASSETS				
Cash and cash equivalents	\$ 1,784,274	\$ 796,153	\$ 617,204	\$ 3,197,631
Receivables	429,474	-	-	429,474
Interfund receivables	4,201,186	-	-	4,201,186
Due from other governments	515,680	-	-	515,680
Inventory, at cost	5,488	-	-	5,488
Restricted assets				
Cash and cash equivalents	394,869	-	-	394,869
Total assets	<u>\$ 7,330,971</u>	<u>\$ 796,153</u>	<u>\$ 617,204</u>	<u>\$ 8,744,328</u>
LIABILITIES				
Accounts payable	\$ 367,940	\$ 85,031	\$ 40,313	\$ 493,284
Accrued liabilities	220,363	-	388	220,751
Interfund payables	-	-	49,786	49,786
Total liabilities	<u>588,303</u>	<u>85,031</u>	<u>90,487</u>	<u>763,821</u>
FUND BALANCE				
Non-spendable				
Inventory	5,488	-	-	5,488
Restricted				
Public safety	-	-	51,308	51,308
Community redevelopment	-	711,122	-	711,122
Committed				
Community funds	437	-	-	437
Self-insurance	250,000	-	-	250,000
Public safety	-	-	475,409	475,409
Beautification	296,352	-	-	296,352
Parks subdivision	15,481	-	-	15,481
Assigned				
Disaster recovery	100,000	-	-	100,000
Public safety	15,993	-	-	15,993
Unassigned	<u>6,058,917</u>	<u>-</u>	<u>-</u>	<u>6,058,917</u>
Total fund balance	<u>6,742,668</u>	<u>711,122</u>	<u>526,717</u>	<u>7,980,507</u>
TOTAL LIABILITIES AND FUND BALANCE	<u>\$ 7,330,971</u>	<u>\$ 796,153</u>	<u>\$ 617,204</u>	<u>\$ 8,744,328</u>

City of Gulf Breeze, Florida
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Year Ended September 30, 2013

	<u>General</u>	<u>Urban Core Redevelopment</u>	<u>Non-Major Governmental Funds</u>	<u>Total Governmental Funds</u>
REVENUES				
Taxes	\$ 2,180,923	\$ 573,363	\$ -	\$ 2,754,286
Licenses and permits	382,850	-	-	382,850
Intergovernmental	3,624,993	-	-	3,624,993
Charges for services	232,418	-	-	232,418
Fines and forfeitures	102,046	-	777,679	879,725
Investment earnings	13,904	-	-	13,904
Miscellaneous	820,407	-	36,992	857,399
TOTAL REVENUES	<u>7,357,541</u>	<u>573,363</u>	<u>814,671</u>	<u>8,745,575</u>
EXPENDITURES				
Current				
General government	1,422,331	395,889	-	1,818,220
Public safety	2,335,032	-	634,514	2,969,546
Transportation	713,559	-	-	713,559
Economic environment	116,579	-	-	116,579
Culture and recreation	1,119,344	-	-	1,119,344
Capital outlay	3,280,636	-	-	3,280,636
Debt service				
Principal	175,650	-	-	175,650
Interest	305,046	-	-	305,046
TOTAL EXPENDITURES	<u>9,468,177</u>	<u>395,889</u>	<u>634,514</u>	<u>10,498,580</u>
EXCESS REVENUES OVER EXPENDITURES	(2,110,636)	177,474	180,157	(1,753,005)
OTHER FINANCING SOURCES (USES)				
Transfers in	1,936,284	178,726	-	2,115,010
Transfers out	(265,726)	(524,099)	(107,597)	(897,422)
TOTAL OTHER FINANCING SOURCES (USES)	<u>1,670,558</u>	<u>(345,373)</u>	<u>(107,597)</u>	<u>1,217,588</u>
NET CHANGE IN FUND BALANCE	(440,078)	(167,899)	72,560	(535,417)
FUND BALANCE - BEGINNING OF YEAR	<u>7,182,746</u>	<u>879,021</u>	<u>454,157</u>	<u>8,515,924</u>
FUND BALANCE - END OF YEAR	<u>\$ 6,742,668</u>	<u>\$ 711,122</u>	<u>\$ 526,717</u>	<u>\$ 7,980,507</u>

City of Gulf Breeze, Florida
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCE - BUDGET AND ACTUAL - URBAN CORE REDEVELOPMENT
SPECIAL REVENUE FUND
Year Ended September 30, 2013

	<u>Budgeted Amounts</u>			Variance with Final Budget - Positive (Negative)
	<u>Original</u>	<u>Final</u>	<u>Actual</u>	
REVENUES				
Taxes	\$ 573,363	\$ 573,363	\$ 573,363	\$ -
Intergovernmental	-	-	-	-
TOTAL REVENUES	<u>573,363</u>	<u>573,363</u>	<u>573,363</u>	<u>-</u>
EXPENDITURES				
Current				
General government	354,400	395,889	395,889	-
Capital outlay	<u>168,952</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL EXPENDITURES	<u>523,352</u>	<u>395,889</u>	<u>395,889</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>50,011</u>	<u>177,474</u>	<u>177,474</u>	<u>-</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	178,726	178,726	178,726	-
Transfers out	<u>(193,737)</u>	<u>(725,839)</u>	<u>(524,099)</u>	<u>201,740</u>
TOTAL OTHER FINANCING SOURCES (USES)	<u>(15,011)</u>	<u>(547,113)</u>	<u>(345,373)</u>	<u>201,740</u>
NET CHANGES IN FUND BALANCE	35,000	(369,639)	(167,899)	201,740
FUND BALANCES, BEGINNING OF YEAR	<u>(35,000)</u>	<u>369,639</u>	<u>879,021</u>	<u>509,382</u>
FUND BALANCES, END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 711,122</u>	<u>\$ 711,122</u>



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: March 7, 2014
RE: 2014 Paving Phase I

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

Kenneth Horne & Associates have completed the first phase design of the 2014 paving projects, which includes resurfacing on Cordoba and Cadiz Streets and a walking path on Chesapeake Drive. The total original estimate for all three projects was approximately \$90,000.

We were unable to use the Escambia Pricing Agreement, so staff advertised bids on February 20th and 27th, and then received bids on March 4th. The attached bid tabulation shows the responsive bidders and their bid.

The lowest responsive bidder is Roads, Inc. of Northwest Florida at \$89,572.20. The projects will be funded by the \$461,000 designated for paving from the General Fund Capital Reserve.

RECOMMENDATION: City Council approve the cost of \$89,572.20 for Roads, Inc. to complete the paving on Cordoba Street and Cadiz Streets, and the Chesapeake walking trail.

PRE-CONSTRUCTION CONFERENCE
SIGN IN SHEET

March 04 2014
2014 Paving Projects Phase 1

Company	Bid
Parvande GRP	293,815.50
Roads Inc	789,572.20
Gulf-Atlantic	9136,705.00
Mid-South Paving	131,299.47

CONSTRUCTION PLANS
FOR

**CORDOBA-CADIZ STREET OVERLAY
AND
CHESAPEAKE DR MULTI-USE PATH**
FEBRUARY 2014

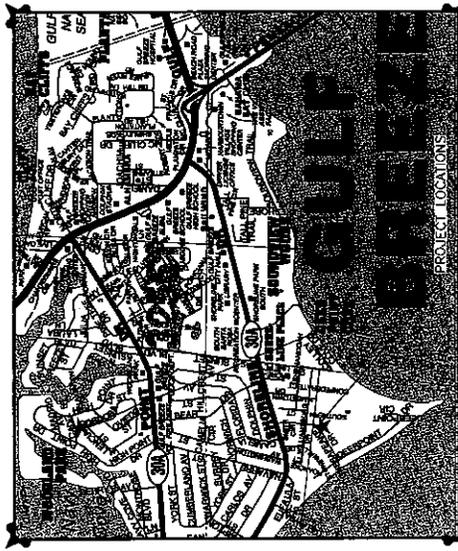


COMMUNITY REDEVELOPMENT AGENCY

PREPARED BY:
KH&A Kenneth Horne & Associates, Inc. CIVIL ENGINEERS
PO BOX 10668, PENSACOLA, FLORIDA 32524
7201 N. 9TH AVENUE, SUITE 8, PENSACOLA, FLORIDA 32504
(904) 471-9005
FL. CERTIFICATE OF AUTHORIZATION NO. 2558

City of Gulf Breeze

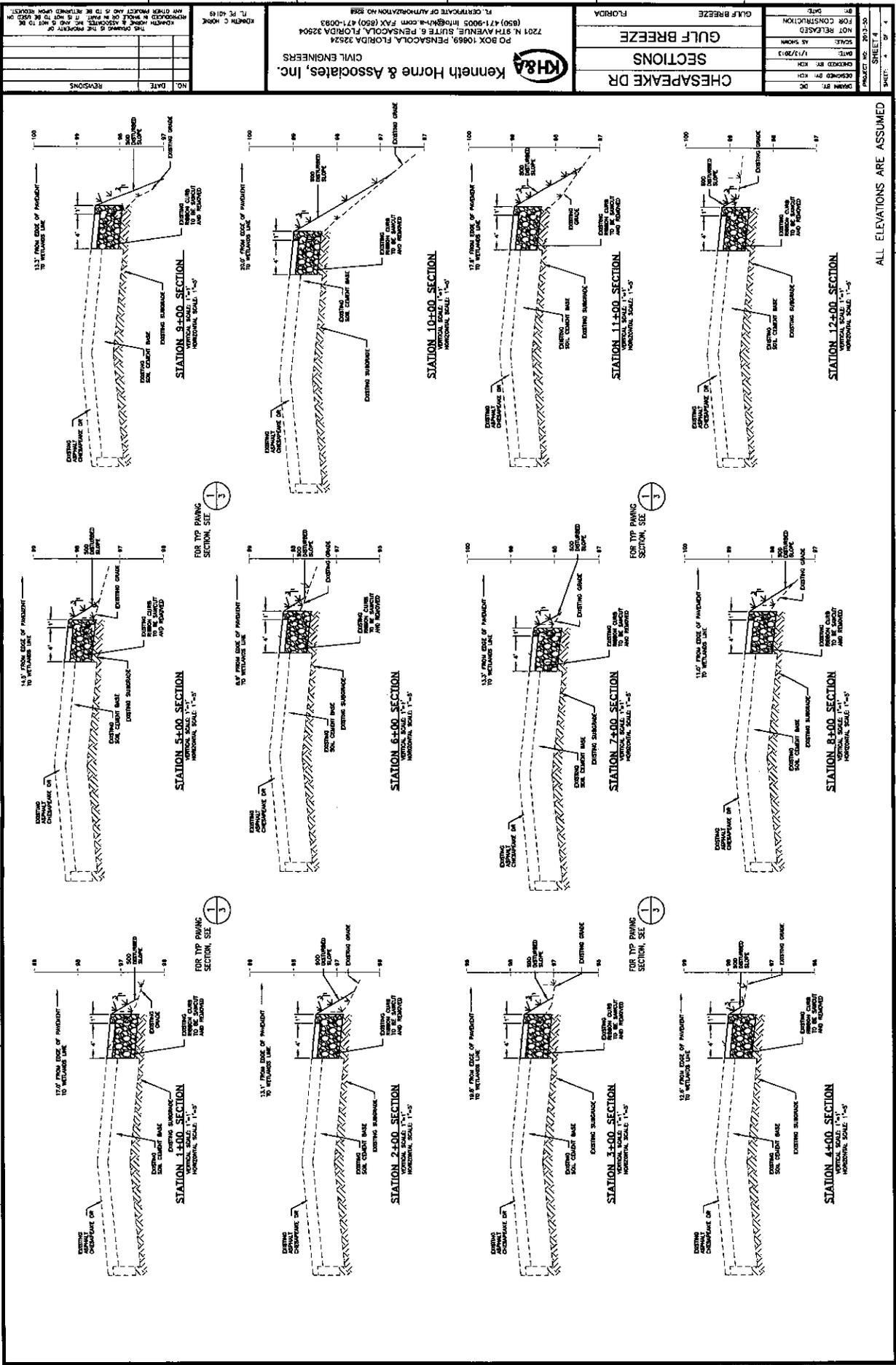
MAYOR: BEVERLY ZIMMERN
CITY COUNCIL:
SEAT A: CHERRY FITCH
SEAT B: JOSEPH HENDERSON
SEAT C: J.B. SCHLUTER
SEAT D: DAVID G. LANDFAIR



VICINITY MAP
N.T.S.

SHEET INDEX
SHEET 1 COVER SHEET
SHEET 2 CORDOBA-CADIZ STREET OVERLAY
SHEET 3 CHESAPEAKE DR MULTI-USE PATH
SHEET 4 CHESAPEAKE DR SECTIONS

REVISIONS NO. DATE	THIS DRAWING IS THE PROPERTY OF KENNETH HORNE & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART, IN ANY MANNER, WITHOUT THE WRITTEN CONSENT OF KENNETH HORNE & ASSOCIATES, INC. ANY OTHER PROJECT AND C. TO BE RETURNED UPON REQUEST.	KENNETH HORNE & ASSOCIATES, INC. P.O. BOX 10668 PENSACOLA, FLORIDA 32524 TEL. 904-471-9005	Kenneth Horne & Associates, Inc. CIVIL ENGINEERS PO BOX 10668, PENSACOLA, FLORIDA 32524 7201 N. 9TH AVENUE, SUITE 8, PENSACOLA, FLORIDA 32504 (904) 471-9005 FAX (904) 471-0083 info@kh-a.com	GULF BREEZE FLORIDA
				COVER SHEET GULF BREEZE
SHEET NO. 1 OF 4 PROJECT NO. 2013-50	DATE: 1/17/2014 SCALE: AS SHOWN NOT RELEASED FOR CONSTRUCTION	BY:		



ALL ELEVATIONS ARE ASSUMED

PROJECT NO.	2013-50
SHEET	4
DATE	
FOR CONSTRUCTION	
NOT RELEASED	
SCALE	AS SHOWN
DATE	1/13/2013
DRAWN BY	JKH
CHECKED BY	JKH
DATE	

CHESAPEAKE DR
SECTIONS
GULF BREEZE
FLORIDA

KH&A
Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS
PO BOX 10869 PENSACOLA, FLORIDA 32524
7201 N. 97th AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504
(850) 471-9005 info@kh-a.com FAX (850) 471-0093
FL CERTIFICATE OF AUTHORIZATION NO. 5288

NO.	DATE	REVISIONS



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : 2/21/2014
Subject : **Purchase of Traffic Citation Software**

The Santa Rosa County Court Clerk is in the process of moving the County to a more paperless system for traffic citations. He has requested the City purchase a software system from CTS America to interface with the Clerk's new system. CTS developed the software we use in our new mobile data terminals.

The total cost of the project is \$3,000. We propose to utilize red light camera funds to make this purchase. The City's costs will be reimbursed once the software is installed and operational.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE EXPENDITURE OF \$3,000 FROM THE RED LIGHT CAMERA FUND TO PURCHASE A SOFTWARE SYSTEM FOR ELECTRONIC TRANSFER OF TRAFFIC CITATION DATA TO THE SANTA ROSA COUNTY CLERK OF COURT.



City of Gulf Breeze

Police Department

Richard Hawthorne
Interim Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *RA*

Ref: Red Light Camera Fund

Date: February 21, 2014

I am requesting that the Police Department pay \$3,000 from the Red Light Camera Fund to CTS America to purchase software and set up an electronic link between Gulf Breeze PD and the Milton Traffic Court. This interface enables the Police Department to electronically transfer Uniform Traffic Citations directly to the traffic court over the internet. This cost is reimbursable by the county once the system is operational.

RECOMMENDATION: That the City Council approve the purchase.





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: March 6, 2014

RE: Generator Purchase for Lift Stations

The City operates 86 wastewater lift stations and 7 storm water stations in the Public Services Department. Staff has improved the emergency operation of lift stations by the installation of standby power (generators) at 11 critical locations in 2006.

We have an opportunity to purchase five used 30kw gas generators at a very cost effective price of \$7,500 each from Diesel Rebuild located in Gulf Breeze. Staff has reviewed the cost for the same model, with similar use and found the typical price to be approximately \$10,000 per unit.

The units being considered are \$2,500 lower in cost, identical, and are provided with all shop and service manuals. These units are commercial grade, have less than 300 hours run time, aluminum enclosures and are extremely quiet. They previously served as backup power to cellphone towers.

The attached lift station data sheet illustrates the 11 lift stations which currently have backup power (highlighted in green). Staff has also identified nine (9) locations that are suitable for backup power, (highlighted in yellow). These five units should be considered the second phase of providing standby power to the next level of critical lift stations.

We anticipate that utility staff will install and connect the generator with the City's electrician and gas personnel will furnish and connect the required gas meters and regulators.

RECOMMENDATION: City Council authorize the purchase of five (5) used 30kw Katolight generators from Diesel Rebuild at a cost of \$37,500. Funding is \$15,000 from City Fund 401 and \$22,500 from SSRUS Fund 403.

TO: Vernon L. Prather, Director of Public Services
FROM: Stan Potts, Diesel Rebuild Services
DATE: February 05, 2014
RE: 30Kw Natural Gas Generators

Diesel Rebuild agrees to provide 5 used Katolight commercial 30 Kw natural gas fueled generator sets. These generators were previously installed as backup power for cell phone towers. The units are equipped with 3 phase circuit breakers and can be configured in variety of voltage and phase outputs. The units also have the following features:

- All units have been recently serviced and fully tested
- Low hours of operation, 125-300 hours
- Sound attenuated aluminum enclosures
- Block heaters and Battery chargers contained in each unit
- Factory operation and service manuals
- Delivery and unloading to designated sites
- Diesel Rebuild guarantees that the generators will perform to factory specifications

5 units @ \$7500.00 each total \$37,500

Thank You,


Stan Potts, owner

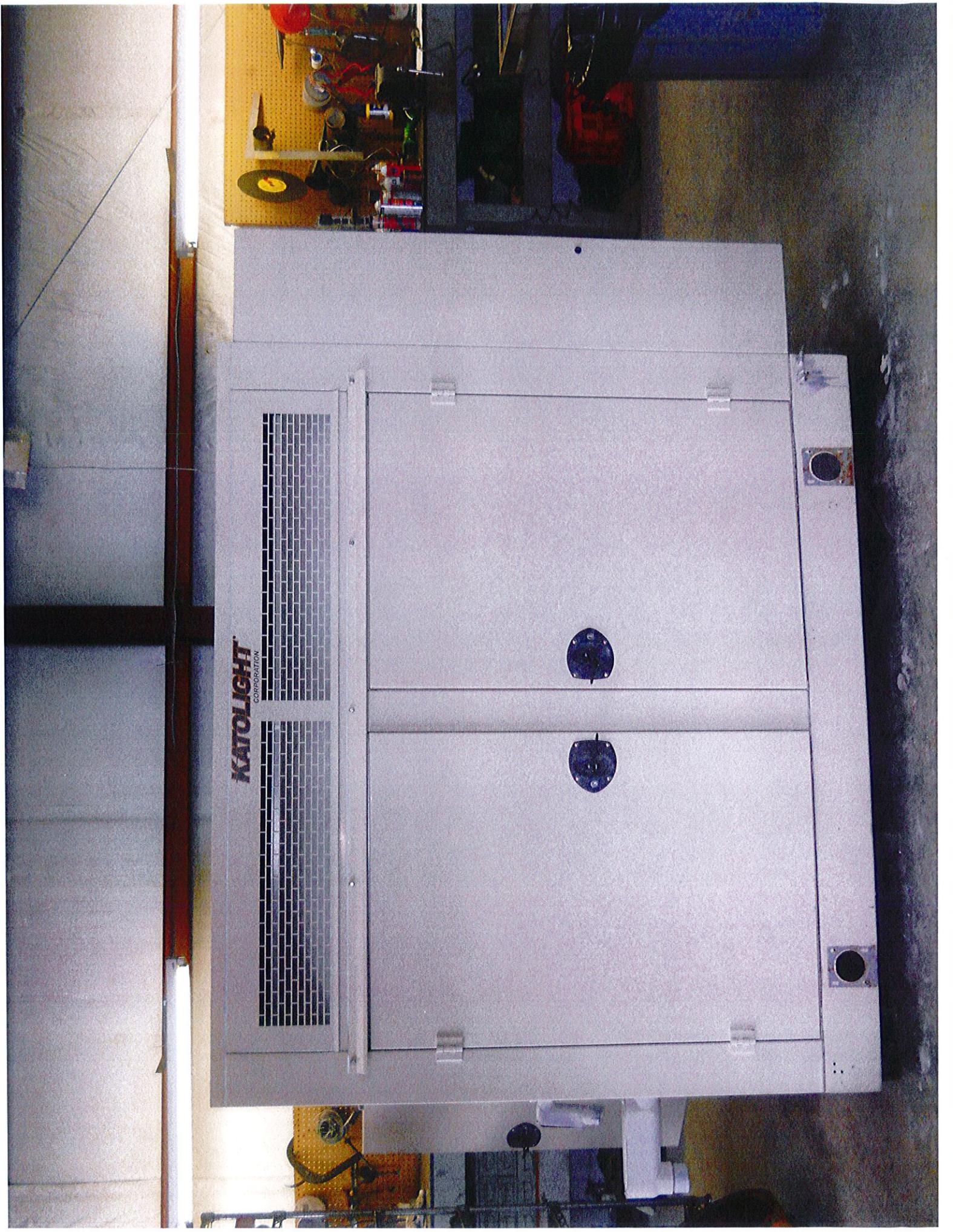


KATOLIGHT
CORPORATION

KATOLIGHT

KATOLIGHT

KATOLIGHT



KATOLIGHT
CORPORATION



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/7/2014

Subject: **Creation of Assistant Food/Beverage Director at Tiger Point**

The presentation regarding the business operation of Tiger Point Golf and Country Club included reference by our consultant to the creation of an Assistant Director of Food and Beverage. Currently, the Food and Beverage Director must be present during all hours of operation or there is not a “manager in charge” of Food and Beverage. In addition, kitchen line tasks which require almost constant oversight preclude the manager from having time to develop staff, the menu or other innovations.

We believe the annual starting salary would be in the \$32,000 to \$34,000 range. With Council approval, staff will develop a job advertisement and description.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE CREATION OF AN ADDITIONAL POSITION AT TIGER POINT GOLF CLUB TO BE KNOWN AS ASSISTANT DIRECTOR OF FOOD AND BEVERAGE.



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/7/2014

Subject: **Recommendation of Auditor Selection Committee**

The City Council formed an Auditor Selection Committee consisting of Mayor Zimmern, Mayor Pro Tem Schluter and City resident Jim Cox. The first task of the Committee is to develop documents to be used in advertising for an audit firm.

The Committee has completed this first phase. Attached please find the Request for Proposals document prepared by the Committee. As an exhibit to the RFP is a copy of the draft agreement to govern our relationship with the audit firm.

The RFP states the City desires a 5 year contract with the possibility that the contract be renewed for 5 additional years. Subject to Council approval the RFP will be published and sent to several audit firms. Responses would be due on April 11th. Interviews will be conducted. It is the intent of the Committee to have a recommendation ready for Council at the April 30th Executive Session meeting.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE REQUEST FOR PROPOSALS FOR FINANCIAL AUDITING SERVICES AND DIRECT STAFF TO DISTRIBUTE AND ADVERTISE THE RFP AS SOON AS POSSIBLE.



Request for Proposals

Financial Auditing Services

for

THE CITY OF GULF BREEZE, FLORIDA
(and its Departments, Divisions and Related Components)

March __, 2014

PART I – GENERAL INSTRUCTIONS

1. PURPOSE

Intent of RFP: It is the intent of the City of Gulf Breeze, Florida, (hereinafter the “City,” which shall include its departments, divisions, and related components, specifically including Gulf Breeze Financial Services, Inc., and Capital Trust Agency) to select an experienced and qualified Auditing Firm (Auditor) to provide professional financial auditing services for the City, as required by Florida Statute Section 11.45, for the fiscal years ending September 30 of the years 2014, 2015, 2016, 2017, and 2018. The contract with the auditor may include an option to extend the term for up to an additional five years.

Time and Due Date: The City of Gulf Breeze will accept sealed proposals from qualified firms consisting of individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida **no later than 4:00 p.m. Central time on Friday, April 11, 2014.**

Background: The City of Gulf Breeze is a political subdivision of the State of Florida located in Santa Rosa County. The City is comprised of 4.56 square miles. In 2013, the City’s population was estimated at approximately 6,000. The City is managed under a Council-City Manager form of government. The legislative and governing body of the City is a five (5) member Council led by a Mayor.

The City of Gulf Breeze provides a range of municipal services. The public safety operation includes police and fire protection, as well as code enforcement and zoning. Recreational services include Shoreline Park, neighborhood parks, ball parks, access to Pensacola Bay and Santa Rosa Sound, the Tiger Point Golf and Country Club, and a recreational center. Other public services provided by the City include water, wastewater, and natural gas service, street and highway maintenance, community development and general administrative services. The City also engages in conduit financing through or administered by Gulf Breeze Financial Services, Inc., and Capital Trust Agency.

2. CONTRACT AWARDS

The City anticipates entering into one (1) contract with the firm who submits the proposal judged to be most advantageous to the City. However, the City reserves the right to make no award of contract. See, Paragraph 11, below. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. A proposal is not binding until proposals are reviewed and accepted by the Gulf Breeze City Council and both parties execute a contract. By submitting a proposal in response to this RFP, the persons and firms submitting the proposal shall be deemed to have accepted the terms of the Auditor Engagement Agreement that is attached hereto as Exhibit “A.”

3. DEVELOPMENT COSTS

The City shall not be liable for any expense incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare a straightforward and concise description of the proposer’s ability to meet the requirements of the RFP.

4. INQUIRIES

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFP to the City of Gulf Breeze Auditor Selection Committee, c/o Mayor Beverly Zimmern, fax number at (850) 934-5114 or e-mail address at mayor@gulfbreezefl.gov. The Committee will respond to written, emailed or faxed, inquiries received at least five (5) working days prior to the deadline for submission of proposals. Responses will be posted on the City's website.

5. PROPOSAL SUBMISSION AND WITHDRAWAL

The City will receive proposals at the following address and clearly marked on the outside:

RFP - FINANCIAL AUDITING SERVICES
City of Gulf Breeze
Office of the City Clerk
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Proposals received after the established deadline will not be opened. Proposers may withdraw their proposals by notifying the City in writing any time prior to the deadline. Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of sixty (60) calendar days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by the City Council. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Responders should include four printed copies plus one electronic version (PDF format) on a CD or flash/thumb drive.

6. PUBLIC PRESENTATIONS

The Selection Committee may conduct discussions with and may require public presentations by up to three (3) firms, regarding their qualifications, approach to the project, and ability to furnish the required services. The City shall not be responsible for any expenses incurred for public presentations. Any such presentation should be made by the partner and manager(s) proposed to be assigned to this engagement.

7. PROPOSAL RESTRICTIONS

In order to control the cost of preparation, submittal will be restricted to the requirements as described in Part III – Instructions for Preparing Proposals contained within this RFP.

8. DRUG FREE WORKPLACE

The City of Gulf Breeze is a Drug Free Workplace. It is strongly suggested that the Drug Free Workplace Form that is attached hereto as Exhibit "B" be signed and returned to this office along with the proposal.

9. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold

amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.” By submitting a proposal in response to this RFP, the persons and firms submitting the proposal shall be deemed read and understood the above-quoted provisions of Section 287.133(2)(a) and confirm that they are not precluded from submitting their proposal on the basis thereof.

10. CANCELLATION

The City shall have the right to unilaterally cancel, terminate or suspend the Financial Services Audit contract, in whole or in part, by providing the firm thirty (30) days written notice by certified mail.

11. RESERVED RIGHTS

The City reserves the right to accept or reject any/or all submissions, to accept all or any part of the submission, to waive irregularities and technicalities, and to request resubmission, if it is deemed in the best interest of the City. The City, in its sole discretion, may expand the scope of work to include additional requirements. The City reserves the right to investigate, as it deems necessary, to determine the ability of any firm to perform the work or services requested. The firms upon request shall provide information the City deems necessary in order to make a determination.

12. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

City of Gulf Breeze, Florida, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

13. PUBLIC RECORDS REQUIREMENTS

Florida Statute Section 119.0701 provides:

119.0701 Contracts; public records.—

(1) For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

The contract between the City and the successful proposer shall contain provisions required by Florida Statute Section 119.0701, and by submitting a proposal in response to this RFP the persons and firms submitting a proposal shall be deemed to have agreed to comply with the requirements of the statute.

14. INSURANCE REQUIREMENTS

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

- A.** *Workers Compensation:* Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employers' liability with a limit of \$500,000 each incident, \$500,000 each employee, and \$500,000 policy limit for disease.
- B.** *Professional Liability Insurance:* with minimum \$1,000,000 per occurrence for this project with a \$2,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made.
- C.** *Comprehensive Commercial General Liability Insurance:* Occurrence form required. Aggregate must apply separately to this contract/job. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
- D.** *Automobile Insurance:* To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this agreement.
- E.** *Additional Named Insured.* City of Gulf Breeze is to be named additional insured on Comprehensive Commercial General Liability Policy and the Business Auto Policy. Certification of same shall be required along with a stand alone Hold Harmless Agreement. All certificates of insurance and the City's Hold Harmless Agreement must be on file with and approved by the City before commencement of any work activities under this agreement.

- F. *Deductibles.* Any and all deductibles to the above referenced policies are to be the responsibility of the successful firm.

- G. *Hold Harmless:* The City shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property, or loss of use resulting from or arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence. The City shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of this agreement or contract, unless such claims are a result of the City's sole negligence.

END OF PART I

PART II - SCOPE OF SERVICES

1. FINANCIAL INFORMATION

The entity to be audited under this RFP is the City of Gulf Breeze, Florida, including all departments/divisions of the thereof and entities related thereto, specifically including but not limited to Gulf Breeze Financial Services, Inc., and Capital Trust Agency.

The funds to be audited are those included or includable in the City's Annual Financial Report (AFR). The City's accounting system is fully automated. The City's integrated financial system is Bellefeuil, Szur, and Associates, Inc. (Budgeting and Accounting), Purchasing/Inventory, Customer Information Systems (Utility Billing), Business Licenses, Accounts Receivable and Cash Receipts.

The City of Gulf Breeze reported in fiscal year ended September 30, 2013, on a combined total of fifteen (15) funds, ten (10) of which had budgets. Funds included were:

Fund Type

Governmental Funds	3
General Fund – Budgeted	
Police Special Fund – Unbudgeted	
Red Light Camera Fund - Unbudgeted	
Community Redevelopment Funds	2
Community Redevelopment Agency – Budgeted	
Urban Redevelopment Council – Budgeted	
Fiduciary Funds	3
DARE Fund – Unbudgeted	
Police Pension Fund – Unbudgeted	
Contributions Fund - Unbudgeted	
Proprietary Funds	7
City Water and Sewer Utility – Budgeted	
Natural Gas Utility – Budgeted	
South Santa Rosa Utility (Water and Sewer) – Budgeted	
Municipal Solid Waste Services – Budgeted	
Municipal Stormwater – Budgeted	
Tiger Point Golf Course – Budgeted	
Gulf Breeze Financial Services – Budgeted	

Budget

General Fund	\$ 5M - \$6M
Community Redevelopment Funds	\$ 700,000
Enterprise	<u>\$ 6M - \$7M</u>
 Total Actual Budget for FY 2013	 \$13M

There are no joint ventures. For fiscal year ended September 30, 2013, there was a single audit required for Federal or for State. The City prepares its budgets on a modified accrual basis. The City of Gulf Breeze participates in the following pension plans:

One (1) cost-sharing multi-employer public employee retirement through the Florida Retirement System (FRS).

One (1) Defined Contribution Plan through the Florida Municipal Pension Trust Fund

Two (2) single employer defined benefit plans through the Municipal Police Officers' Pension Trust Fund

The Gulf Breeze Police Officers' Pension is administered by a Board of Trustees that is also responsible for investment management of the funds. The Gulf Breeze Police Officers' Pension issues financial reports that include financial statements and required supplementary information. These reports may be obtained from the City of Gulf Breeze's Finance Department.

Annual Financial Reports are available for review at the City of Gulf Breeze's Finance Department, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and on the City of Gulf Breeze's website at www.cityofgulfbreeze.com, under the Finance Department.

2. REPORTING REQUIREMENTS

1. Section 11.45, Florida Statutes, requires each local government entity to have completed, within twelve (12) months of the fiscal year-end, an annual financial audit of its accounts and records. This audit is to be performed in accordance with:
 - 1.1 Section 11.45, Florida Statutes, and other applicable statutes;
 - 1.2 Regulations of the Florida Department of Banking and Finance;
 - 1.3 Rules adopted by the Auditor General for form and content of local government entity audits (Chapter 10.550 and 10.600, Rules of the Auditor General);
 - 1.4 Statements issued and adopted by the Governmental Accounting Standards Board;
 - 1.5 Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
 - 1.6 Government Auditing Standards published by the Comptroller General of the United States;
 - 1.7 Audit and Accounting Guide – Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants;
 - 1.8 Single Audit Act of 1984, Public Law 98-502 as amended, Public Law 104-156;
 - 1.9 United States Office of Management and Budget (OMB), Circular No. A-133, and any other applicable circular issued by OMB;
 - 1.10 Florida Single Audit Act;

- 1.11 Statements and interpretations issued by the Financial Accounting Standards Board, if applicable;
 - 1.12 Provisions of any other rule, regulation, statute, ordinance, or order which may pertain to the engagement.
2. If required by the Single Audit Act, the schedule of federal financial assistance and related Auditor's report, as well as the reports on internal and state controls and compliance.
 3. The accounting personnel of the City will prepare and provide copies of working trial balances used to prepare the financial statements as well as information for required footnotes thereto. The City's accounting personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.
 4. Office space will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copier and fax machine during the engagement. The Auditor will be required to provide its own equipment and other office materials.
 5. The Auditor shall provide the following:
 - 5.1 A Report of Independent Auditors on the basic financial statements of the City, in conformity with generally accepted accounting principles.
 - 5.2 Independent Auditor's Report on Compliance and on Internal Control over Financial Reporting based on an Audit of Basic Financial Statements performed in accordance with *Government Auditing Standards*.
 - 5.3 If required by the Single Audit Act, Schedules of Federal and State Financial Assistance.
 - 5.4 If required by the Single Audit Act, Independent Auditor's Report on Compliance with Requirements Applicable to Each Major Program, Internal Control over Compliance in Accordance with OMGB Circular A-133 and Schedule of Expenditures of Federal Awards.
 - 5.5 If required by the Single Audit Act, Independent Auditor's Report on Examination of Management's Assertion about Compliance with Specified Requirements.
 - 5.6 If required by the Single Audit Act, a report on the Schedule of State Grant and Aid Appropriations.
 - 5.7 If required by the Single Audit Act, Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.
 - 5.8 A Management Letter as required by Section 11.45(3)(a)5, Florida Statutes and defined in Rule 10.554, Rules of the Auditor General. The draft of the management

letter is to be discussed with key staff members before its issuance in final form.

6. All reports applicable to this RFP shall be delivered based on information set forth below or, if necessary, on a schedule as agreed to by the City and the Auditor.

6.1 Interim Work:

To be determined by proposer on RFP.

6.2 Detailed Audit Plan:

The auditor shall work with the Finance Department staff to develop a detailed audit plan by April 30 (the plan for 2014 will be due on May 30) which shall include a final list of all schedules to be prepared by city staff before field work begins.

6.3 Year End Field Work

Year End Field work will commence in November of each year and be completed ten (10) calendar days prior to the statutory deadline for end of year budget adjustments (currently 60 days after year end).

6.4 Draft Reports

The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form for review no later than January 31st of each year but preferably on or before December 20 of each year.

6.5 Final Reports

The auditor shall preset bound Annual Financial Statements to the City Council as soon as mutually convenient once approved but in no event no later than March 31st of each year.

3. REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:

1. A report of the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.
2. A report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with government auditing standards.
3. A report on compliance with requirements applicable to each major Federal program and state project and on internal control over compliance in accordance with OMB Circular A-133 and the Florida Department of Financial Services *State Projects Compliance Supplement*.
4. A schedule of findings and questioned costs.
5. Any other required reports and schedules required by Federal and State Single Audit Acts.

6. Coordinate with City Staff in the production of a Comprehensive Annual Financial Report in compliance with GFOA guidelines (to the extent desired by the City Council and/or staff).
7. Physical production of up to 40 printed copies and PDF format electronic copies of the CAFR will be performed by the Auditor.
8. The City has participated in the Government Finance Officers Association CAFR evaluation process for the past eleven years. Response to any comments made by the GFOA reviewers may be required.

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

The separate management letter shall include, but not be limited to:

1. A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.
2. A statement as to whether or not the City complied with Section 218.415, Florida Statutes, regarding the investment of public funds.
3. Any practical and specific recommendations to improve the City's financial management, accounting procedures, and internal controls.
4. Matters that are not clearly inconsequential, considering both quantitative and qualitative factors, including the following:
 - 4.1 Violations of laws, rules, regulations, and contractual provisions or abuse that have occurred, or were likely to have occurred, and were discovered within the scope of the audit.
 - 4.2 Improper or illegal expenditures discovered within the scope of the audit that may or may not materially affect the financial statements.
 - 4.3 Deficiencies in internal control that are not reportable conditions, including, but not limited to:

- 4.3.1 Improper or inadequate accounting procedures (i.e., the omission of required disclosures from the annual financial statements).
 - 4.3.2 Failures to properly record financial transactions.
 - 4.3.3 Other inaccuracies, shortages, defalcations, and instances of fraud discovered by, or that come to the attention of, the Auditor.
- 5. A statement as to whether or not the City has met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met.
- 6. A statement as to whether or not the financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the current audit period and, if not, explanations of any significant differences.
- 7. The following information regarding the Auditor's application of financial condition assessment procedures pursuant to Rule 10.556(7):
 - 7.1 A statement that the Auditor applied financial condition assessment procedures pursuant to Rule 10.556(7).
 - 7.2 If deteriorating financial conditions are noted, a statement that the City's financial condition is deteriorating and a description of conditions causing the Auditor to make this conclusion. Findings regarding deteriorating financial condition must be prepared in accordance with Rule 10.557(6).

The Auditors shall be required to make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Mayor, City Council, City Manager, and City Finance Director.

4. SPECIAL CONSIDERATIONS

1. *Assistance in Implementing Government Accounting Standards Board Statements:* The Auditor shall assist the City in implementing all applicable Government Accounting Standards Board (GASB) accounting and reporting standards, as issued or revised. In particular, the Auditor shall assist the City in planning for and implementing GASB Statement No. 43, "Financial Reporting for Post-employment Benefit Plans other than Pension Plans" and Statement No. 45, "Accounting and Financial Reporting by Employers for Post-employment Benefits other than Pensions."
2. Timeliness is critical in the performance of the audit. The Auditor should coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and City staff. The City will make necessary records available to the Auditor through the year to assist in this regard. In addition, the City will make end-of-year records available to the Auditor on or before November 30 after the end of the fiscal year under audit. It is the goal of the Finance Department to make all final adjusting entries to submission of the City's final budget adjustments which by statute are due no less than sixty (60) days after fiscal year end.

3. The schedule of federal awards and state financial assistance and related Auditor's report, as well as the reports on the internal control over financial reporting and compliance, are to be issued as part of the Comprehensive Annual Financial Report.

5. AVAILABILITY OF PRIOR AUDIT REPORTS AND WORKING PAPERS

Interested proposers who wish to review prior years' audit reports and management letters should contact Steve A. Milford, Director of Finance, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. The audit report is also available on the City's website www.cityofgulfbreeze.com. Prior audit reports are available to proposers as requested to aid their response to this request for proposals.

6. OTHER CONSIDERATIONS

1. *Irregularities and Illegal Acts:* Auditors shall be required to make an immediate, written report to the Mayor and City Manager, of any irregularities and illegal acts or indications of illegal acts of which they become aware.
2. *Working, Paper Retention and Access to Working Papers:* All working papers and reports must be retained **at the Auditor's expense** for a minimum of three (3) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the City of Gulf Breeze. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.
3. *Other Audit Services:* Periodically the City of Gulf Breeze may require separate audits and/or consulting engagements to be performed. The Auditor will be expected to perform these audits and/or consulting engagements requested by the City outside of the standard audit at a mutually agreed upon hourly rate.

7. PROJECT GUIDELINES AND CRITERIA

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City will retain the right to approve or reject replacements. Auditors mentioned in response to this Request for Proposal can only be changed with the express prior written permission of the City, which will retain the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the Auditor, provided that replacements have substantially the same or better qualifications or experience.

8. CAPITAL TRUST AGENCY

If directed by the City, the audit of Capital Trust Agency shall be separate and distinct from the audit of the City.

END OF PART II

PART III – INSTRUCTIONS FOR PREPARING PROPOSALS

1. RULES FOR PROPOSALS

- A.** The proposal must name all persons or entities interested in the proposals as principals of the Project Team. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- B.** Any questions regarding a project or submittal shall be directed in writing to the City of Gulf Breeze Auditor Selection Committee. There shall not be any other contact between a proposer and any member of the selection committee or negotiating committee or any member of the City Council regarding the project or proposal submitted by any proposer. Any proposer contacting any committee member or member of the City Council regarding a submitted proposal is subject to sanctions up to and including having the City disqualify that firm's submittal.

2. PROPOSAL FORMAT

Firms shall prepare their proposals using the format outlined in this RFP. Four printed copies along with one electronic copy in PDF format (on CD or flash/thumb drive) of the proposal must be submitted prior to the deadline. Succinct responses are preferred. Each proposal must set forth the following information:

- A.** PROJECT: FINANCIAL AUDITING SERVICES
(City of Gulf Breeze, Florida)
- B.** FIRM NAME:
ADDRESSES: (For proposing and servicing office(s)):

TELEPHONE #:
CONTACT PERSON:
- C.** *Joint Venture.* If this is to be a joint venture, or sub-consultants will be used, give name, address, telephone number, and contact person.
- D.** *Independence:* The Auditor shall provide an affirmative statement that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- E.** *Licensing:* An affirmative statement shall be included that the Auditor and all assigned key professional staff are properly licensed to practice in Florida.
- F.** *Expertise and Experience:* The firm's past experience and performance on comparable government engagements. A minimum of seven (7) years' experience in local government

financial audits is required. Each proposal must also include the following regarding the firm's expertise and experience:

1. The size of the firm; the size of the firm's governmental audit staff; the number, governmental experience, and nature of the professional staff to be employed in this engagement on a full-time basis; and the number of staff to be so employed on a part-time basis. Each of the foregoing must be specifically addressed with regard to each office intended to perform the audit of the City. If the Auditor is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal Auditor should be noted, if applicable.
 2. *Similar Engagements with Other Governmental Entities:* For the firm's office that will be primarily assigned responsibility for the audit, a list of the most significant engagements (maximum 5) performed in the last five (5) years that are similar to the engagement described in the proposal, and **provide contact references** (and specifically identify any similar engagements for municipal entities of similar size and/or complexity).
 3. A copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific governmental engagements.
 4. The results of any federal or state desk reviews or field reviews of its audits during the past three (3) years.
 5. Information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations, if applicable.
 6. A summary of any litigation filed against the firm in the past three (3) years that is related to the services that the firm provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.
- G.** *Fees:* Provide a proposal of the fees to perform the audit engagement as described in this request for proposals. The proposed fees shall include all direct and indirect costs including all out-of-pocket expenses. The proposed fees shall be delineated by those attributable to (i) the City and its various departments, (ii) Gulf Breeze Financial Services, Inc., (including, to the extent appropriate, the various financial matters that it oversees on behalf of the City) and (iii) Capital Trust Agency. The proposal is to utilize the Proposed Fee Form that is attached hereto as Exhibit "C."

The City rejects the convention of pricing Single Audit services based on a percentage (typically 0.6%) of the Schedule of Expenditures of Federal Awards (SEFA) total, yet recognizes that incremental audit services which may not be currently predictable or estimated as part of the fixed price for audit services. The City requests a fixed price per SEFA line item (grant number) for those years in which a Single Audit is required as an additional to the fixed basic audit bid provided.

- H.** *Supervisory Staff Qualifications and Experience:* Those assigned to supervise the audit engagement contemplated herein must have completed at least two audits of the financial statements of Florida local governmental entities (as defined in Florida Statute Section 11.45(1)(d)) annual financial audit. The supervisor(s) shall be those who are assigned to the audit team and are regularly present for field work (as opposed to a partner or other supervisor who may only occasionally be present during field work). In addition, the proposal must:
1. Identify the principal supervisory and management staff, including engagement partners, manager, other supervisors, and specialists who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in Florida, and any certifications relating to government accounting and auditing. Provide information on the government auditing experience of each person including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
 2. Provide all relevant information regarding the number, qualification, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement.
 3. Indicate how the quality of staff over a five (5) year term of the contract will be assured.
- I.** *Identification of Anticipated Potential Audit Problems:* Identify and describe any anticipated potential audit issues or considerations, the firm's approach to resolving these issues, and any special assistance that will be requested from the City.
- J.** *Specific Audit Approach:* The Auditor should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. Please estimate the City staff man-hours you expect to be dedicated to your work.

NOTE: All responses to RFP shall be made in the above-discussed format. Do not attach firm brochures or any other documents as exhibits.

Proposals are to be typed on the firm's letterhead, specifically referring to the project and the scope of services, containing all required information. That information is to be submitted in one (1) original form plus three (3) copies and an electronic copy in PDF form (on CD or flash/thumb drive) and placed in a sealed package clearly marked on the outside "**RFP: FINANCIAL AUDITING SERVICES**" and addressed to:

City of Gulf Breeze
City Clerk
1070 Shoreline Drive
Gulf Breeze, Florida 32561

END OF PART III

PART IV – EVALUATION OF PROPOSALS

A. General: The City shall be the sole judge as to the merits of the proposal, and the resulting agreement. The City’s decision will be final. Among the criteria to be considered will be the following:

LOCATION/FACILITIES OF WORKING OFFICE(S)

PARTNER & SUPERVISORY STAFF QUALIFICATIONS & EXPERIENCE

SPECIFIC AUDIT APPROACH

- a. Work plan
- b. Proposed segmentation of the engagement
- c. Staff level/hours of each segment
- d. Type/extent of analytical procedures
- e. Approach to understand City’s internal control structure
- f. Approach to determine laws/regulations to be subject to audit test work
- g. Firm philosophy on staff rotation
- h. Reference to information sources

FEES

INFORMATION PROVIDED BY REFERENCES

ANY OTHER INFORMATION AVAILABLE TO THE AUDIT COMMITTEE OR CITY COUNCIL

FIRM’S CURRENT WORKLOAD (and, correspondingly, the ability of the firm to timely complete the engagement)

- B Selection:** The Selection Committee shall evaluate the proposals submitted by all firms. Presentations may be requested by the Selection Committee from up to three (3) firms. The Selection Committee will make a recommendation to the City Council for approval. The firm selected by the City Council will then be asked to promptly execute the Auditor Engagement Agreement.
- C Schedule:** The anticipated schedule for this project is as follows:

March 17-21, 2014	Request for Proposals published
March 28, 2014	Written questions due
April 4, 2014	Written response to inquiries
April 11, 2014	Completed Proposals due

April 15, 2014	Committee screens proposals
April 18, 2014	Notify finalists to be Interviewed
April 23-24, 2014	Conduct Interviews
April 25, 2014	Committee Recommendation
April 30, 2014	City Council Approval

END OF PART IV

PROPOSAL SUBMITTAL SIGNATURE FORM

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the contract by the City.

The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Company Name

Telephone # Fax #

Main Office Address

City State Zip Code

Address of Office Servicing City of Gulf Breeze, if different than above

City State Zip Code

Name & Title of Firm Representative

Telephone # Fax #

Signature Date

EXHIBIT "A"

AUDITOR ENGAGEMENT AGREEMENT

THIS AUDITOR ENGAGEMENT AGREEMENT ("Agreement"), is made and entered as of the _____ day of April, 2014, by and between the City of Gulf Breeze, a Florida municipal corporation, hereinafter referred to as "City," and _____, hereinafter referred to as the "Auditor":

WHEREAS, Florida Statutes Section 218.39 requires the City to annually have a financial audit of its accounts and records by an independent certified public accountant;

WHEREAS, Florida Statute Section 218.391 requires that the City use the auditor selection procedures contemplated in that section when selecting an auditor to conduct the annual financial audit required in Section 218.39;

WHEREAS, on March 18, 2014, the City issued its Request for Proposal: Financial Auditing Services (hereinafter, the "RFP"), the terms of which are incorporated herein and is attached hereto as Exhibit "A";

WHEREAS, the Auditor submitted a proposal in response to the City's RFP; and

WHEREAS, the City has selected the Auditor based upon the submitted proposal as a qualified applicant to perform the requested financial and compliance auditing services;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable considerations, the receipt and sufficiency which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** This Agreement shall commence on the day and year above first written and shall continue in full force for the City's fiscal years ending September 30, 2014, 2015, 2016, 2017 and 2018, or earlier termination as provided herein, but may be renewed for an additional period of up to five (5) years by mutual agreement, so long as the terms remain the same, save and except for the amount of the annual compensation contemplated in Section 11. Renewals must be in writing in order to be valid.

2. **Scope of Services.** The City engages the Auditor and Auditor agrees to perform in a good and professional manner the services set forth in or contemplated by the RFP and those otherwise set forth herein. The Auditor agrees to conduct a financial audit of all funds, accounts and records of the City (including all of its departments, divisions and related entities – specifically including but not limited to Gulf Breeze Financial Services, Inc., and Capital Trust Agency, all of which are collectively referred to herein as the "City") for the fiscal years ending September 30, 2014, 2015, 2016, 2017 and 2018. The Auditor will draft and audit the basic financial statements required by generally accepted accounting principles (GAAP), for the fiscal years ending September 30, 2014, 2015, 2016, 2017 and 2018.

3. Audit: Manner of Preparation. The audits shall be made in accordance with auditing standards generally accepted in the United States of America as adopted by the American Institute of Certified Public Accountants (AICPA); Sections 218.39 and 215.97, Florida Statutes; Rules of the Auditor General of the State of Florida for Local Governmental Entity Audits as set forth in Florida Administrative Code Chapter 10.550; the provisions of the AICPA Audit and Accounting Guide - Audits of State and Local Governmental Units; Governmental Auditing Standards issued by the U.S. Comptroller General, which pertain to financial and compliance audits; and, to the extent applicable, OMB's Circular A-133, Audits of State and Local Governments and the Single Audit Act. As a result, the audit will include tests of the accounting records and such other audit procedures as the Auditor considers necessary to render an opinion on the fairness of the City's financial statements. It is not contemplated that a detailed examination of transactions will be made or that the examination will necessarily discover fraud, should any exist. The Auditor will promptly inform City management of any findings that appear unusual or abnormal. An essential feature of the audit is the review and evaluation of the system of internal control structure upon which the scope and extent of the audit test will be determined. Such audit procedures and tests will be those the auditor considers necessary under the circumstances.

Except to the extent that the Auditor determines it appropriate for related entities to the City (e.g., Capital Trust Agency), the audits shall be performed under the "single audit concept." The audits shall include an unqualified opinion on the basic financial statements of the City's annual financial report in compliance with Exhibit "B" attached hereto and incorporated herein by this reference. If unable to express an unqualified opinion or opinions, the Auditor shall state the reason for qualification or disclaimer of opinion. The Auditor's opinions on the management's discussion and analysis, and other required supplemental information and supporting schedules, as applicable, will report whether the financial statements and/or schedules are stated fairly in all material respects in relation to the basic financial statements taken as a whole as set forth in GAAP. The City's annual financial report ("AFR"), which (except as noted above) shall be a single report in accordance with the Rules of the Auditor General and Florida Statutes, shall include the Auditor's comments in a management letter as required by Florida Administrative Code Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits.

4. Report Requirements. The AFR prepared by the Auditor shall contain the basic financial statements and schedules and information contained in computerized reports generated by the City's financial system, as applicable, and will comply with current AFR and GAAP requirements.

5. Working Paper Retention and Access to Working Papers. The Auditor will be required to make working papers available, upon request, to the successor auditor of the City, and otherwise in accordance with law, including specifically, but without limitation:

(a) The Auditor shall respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

(b) Actual costs related to responding to inquiries of successor auditors and review of working papers by third parties must be reasonable and will be paid by the City.

(c) Requests by the U .S. General Accounting Office (“GAO”).

(d) Parties designated by the federal or state governments or by the City as part of an audit quality review process.

(e) Parties performing a quality review of the Auditor's records.

(f) Auditors of entities of which the City is a sub-recipient of grant funds.

6. Time Requirements for Services. The City and the Auditor shall have the goal to accelerate the conclusion of the audit process each year. In addition, the following dates and/or deadlines are hereby established:

(a) For each of the City’s fiscal years for which this Agreement applies, there shall be a pre-audit conference on or before June 15 of each year, and an audit calendar shall be established at that conference (and the Auditor shall endeavor to comply with the goal to accelerate each year conclusion of the audit process).

(b) The Auditor will deliver draft financial statements to the City Manager, the City’s Director of Finance, and the City Council no later than February 20 of each year.

(c) All financial statements will be delivered by March 15 of each year.

(d) The books and records of the City will be ready for audit on or before December 30 of each year. For each day after December 30 that the City fails to close the books or deliver the information to the Auditor, one day will be added to each of the dates listed in subsections (b) and (c), above, of this Section.

(e) The Auditor shall complete its review of the State of Florida Annual Local Government Financial Report (or any such successor report required by the State of Florida) within two (2) working days of receipt of the above named report from the City.

7. Assistance to be Provided to the Auditor and Report Preparation. The City shall provide reasonable staff assistance to the Auditor to timely complete the audit.

8. Auditor Independence. The Auditor affirms that it is independent of the City as defined by generally accepted auditing standards and the U.S. General Accounting Office's "Government Auditing Standards" (1994) Amendment 3. The Auditor shall give the City written notice of any professional relationships involving the City or any of its agencies entered into during the period of this Agreement which impair independence.

9. Licensed Practice in Florida. An affirmative statement shall be given to the City indicating that the Auditor and all assigned professional staff are properly licensed to practice in Florida.

10. Equal Opportunity Policies and Practices. The Auditor must demonstrate that it has agreed not to discriminate in hiring practices on the basis of race, color, religion, age, sex, disability, marital status, public assistance, ex-offender status or national origin and also that it agrees to take affirmative action to recruit minorities and women into employment.

11. Compensation. For all services actually, timely and faithfully rendered, the City shall compensate the Auditor in accordance with the amounts set forth in the "Proposed Fee Form" that was attached to the Auditor's proposal submitted in response to the RFP (hereinafter the "Proposal"), a copy of which is attached hereto as Exhibit "C." All costs and expenses of the Auditor are included within said amounts, and the City shall not be obligated to pay or reimburse Auditor for any of costs of expenses it may incur in connection with performance of the obligations under this Agreement.

In the event of significant new accounting or auditing pronouncements or other requirements, or actions by the City requiring significant changes in the information or schedules to be available or provided to the Auditor by the City staff, the Auditor shall immediately notify, in writing, the City Manager of such circumstances. The City may avail itself of up to 10 hours of consultation with appropriate Auditor personnel to obtain guidance, clarification, sample data, and/or entries, preliminary interpretation, etc., each year as part of the fixed basic audit price. If additional compensation is necessary due to such circumstances, the parties will negotiate a written amendment to this Agreement setting forth a maximum number of hours for such additional work at the rates provided in Exhibit "C" to this Agreement.

12. Auditor Project Team. The Auditor shall assign members of its staff as the Auditor's audit team, as identified in the Proposal. If any member of the Auditor's audit team is removed from providing services under this Agreement, or employment is otherwise terminated or curtailed by the Auditor, or if any member of the Auditor's audit team terminates employment with the Auditor, then the Auditor shall replace its audit team member with a person of comparable experience and expertise and will inform the City of the change to the Auditor's audit team. Replacement members of the Auditor's audit team are subject to the approval of the City Manager.

13. Manner of Payment. The City shall make progress payments to the Auditor based on hours of work completed as a percentage of the total hours allotted for the engagement. The total hours allotted shall be as agreed upon in the pre-audit conference contemplated in Section 6(a), above. Ten percent (10%) of any sums due for any progress payment shall be retained by the City and paid to the Auditor at the time that the final payment for annual services is due. Billings shall be presented in detailed format including client, date, employee, position, task, hours worked, and sufficient additional detail such that compliance with this Agreement may be ascertained. Additional information shall be provided upon request. Interim billings shall cover a period of not less than a calendar month. Progress payments shall not exceed ninety (90) percent of the total annual fee prior to acceptance of the AFR into the record by official action of the City Council, which shall not be unreasonably delayed. The City Manager shall be the City's contract manager. Invoices for payments shall be submitted to:

City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

14. City Approval/Auditor Responsibility. Neither review, approval or acceptance by the City of data, studies, calculations, audits, reports, memoranda, other documents and instruments and incidental professional services and work furnished hereunder by the Auditor shall in any way relieve the Auditor of responsibility for the adequacy, completeness and accuracy of its services or work. Neither the City's review, approval or acceptance of, or nonpayment for, any of the Auditor's services or work shall be construed to operate as a waiver of any of the City's rights under this Agreement or any cause of action it may have arising out of the performance of this Agreement.

15. Termination. This Agreement shall continue and remain in full force and effect as to all of its terms, conditions, and provisions until and unless the City terminates this Agreement by giving thirty (30) days' written notice to the Auditor of its intention to do so and specifying a time and date thereafter for the termination. The City may so terminate this Agreement, in its sole discretion, with or without cause. In the event of termination, the City shall proportionately pay Auditor for all work completed as of the effective date of the termination based upon the method set forth in Section 13, above.

16. Indemnification and Insurance.

(a) Indemnity. Auditor shall defend, indemnify and hold harmless City and all of City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Auditor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. The Auditor shall hold the City harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or

omissions liability arising out of performance of the Agreement, unless such claims are the result of the City's sole negligence. The Auditor recognizes the broad nature of this indemnification and hold harmless clause, as well as the requirement to provide a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Auditor of its liability and obligation to defend, hold harmless and indemnify the City as set forth herein.

(b) Insurance. The Auditor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, the following minimum insurance coverages:

(i) *Workers Compensation*. Coverage to apply for all employees for statutory limits and compliance with applicable state and federal laws. The policy must include employers' liability with a minimum limit of \$500,000.00 for each incident, \$500,000.00 for each employee, and \$500,000.00 policy limit for disease.

(ii) *Professional Liability Insurance*. Coverage with minimum of \$1,000,000.00 per occurrence for service rendered in connection with this Agreement, subject to a \$2,000,000.00 policy term general aggregate. Coverage shall be extended beyond the policy year term either by supplemental extended reporting period rider with as long a duration as possible, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made policy.

(iii) *Comprehensive Commercial General Liability Insurance*. Coverage shall be on an "occurrence" basis. The insurance policy must have coverage for at least \$500,000.00 for each occurrence; \$1,000,000.00 general aggregate; \$1,000,000.00 products and completed ops; and \$100,000.00 fire damage.

(iv) *Automobile Insurance*. To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 per accident and for property damage and bodily injury with contractual liability coverage for all work performed under this Agreement.

The City shall be named as an additional insured on the comprehensive commercial general liability insurance policy and the business automobile insurance policy. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under this Agreement. Any and all deductibles to the above referenced policies are the responsibilities of the Auditor. Insurance coverages procured by the Auditor as required herein shall be considered, and the Auditor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Auditor as required herein.

17. Work Area, Telephones, and Photocopying. The City will provide the Auditor with reasonable work space, desks and chairs. The Auditor will also be provided with access to a computer terminal accessing the City's general ledger, internet access, one telephone line, and photocopying facilities. No long distance calls shall be charged to the City.

18. Report Preparation. The Auditor shall prepare a copy of the CAFR in an electronic (i.e., PDF) format.

19. Conflict. All terms, conditions and requirements of the RFP and the Proposal are deemed to be incorporated in and made a part of this Agreement. The Auditor shall comply and fulfill all terms, conditions and requirements contemplated in the RFP and the Proposal. In the event of conflict among the terms of this Agreement, the RFP and the Proposal, the provisions thereof that are more favorable to the City shall be deemed to control and supersede conflicting terms, conditions and requirements.

20. Public Records Requirements. Florida Statute Section 119.0701 provides:

(1) *For purposes of this section, the term:*

(a) *“Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).*

(b) *“Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.*

(2) *In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:*

(a) *Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.*

(b) *Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.*

(c) *Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.*

(d) *Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon*

termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

(3) If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

The Auditor shall comply with all public records laws, and specifically those set forth in the above quoted statute.

21. Miscellaneous.

(a) Sovereign Immunity. Nothing herein shall be construed to extend the City's liability beyond that provided in Florida Statutes Section 768.28.

(b) Successors and assigns. The City and the Auditor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Auditor of its interest in this Agreement without the written consent of the City shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee or agent of the City, nor shall it be construed as giving any right or benefit hereunder to anyone other than the City or Auditor.

(c) Settlement of Claims. In any case where the Auditor deems that extra compensation is due it for services, materials, or damages not clearly covered in this Agreement, or not ordered in writing by the City as an extra, the Auditor shall notify the City in writing before it begins the work on which it bases the claim. If such notification is not previously given and the claim is not separately and strictly accounted, the Auditor hereby agrees to waive the claim for such extra compensation. However, such notice and accounting shall not in any way be construed as proving the validity of the claim.

(d) Truth in Negotiation Certificate. The Auditor understands and agrees that execution of this Agreement by the Auditor shall be deemed to be simultaneous execution of a truth-in-negotiation certificate under this provision, to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 218.391, Florida Statutes. Pursuant to such certificate, the Auditor hereby states that the wage rates and other factual unit costs supporting the compensation hereunder are accurate, complete, and current at the time of contracting. Further, the Auditor agrees that the compensation hereunder shall be adjusted to exclude any significant sums where the City determines that contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs, provided that any and all such adjustments shall be made within the one (1) year following the end of this Agreement.

(e) Amendments. This Agreement may be amended only by mutual written agreement of the parties hereto. Further, this Agreement, including without limitation all changes in the maximum indebtedness, scope of services, time of completion, and other material terms and conditions, may be changed only by such written amendment.

(f) Independent Contractor. In the performance of this Agreement, the Auditor will be acting in the capacity of an independent contractor and not as an agent, employee, representative, partner, joint venture or associate of the City. The Auditor shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Auditor in the full performance of this Agreement.

(g) Liquidated Damages. It is mutually agreed between the parties hereto that time is of the essence in this Agreement and, in the event the work is not completed within the times contemplated in Section 6, above, it is agreed that from the compensation otherwise to be paid to the Auditor the City may retain the sum of \$200.00 for each day thereafter, Sundays and holidays excluded, that the work remains uncompleted due to the fault of the Auditor. However, if the Auditor's failure to deliver the work by the specified date is a result of the failure of the City to close the books or deliver the information to the Auditor as set forth herein, then the commencement of such liquidated damages shall be delayed by the number of days of the delay in providing the information. This sum is not a penalty, but the liquidated damages the City will have sustained in the event of such default by the Auditor.

(h) Attorney's Fees. In the event that either party initiates legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party all expenses, including attorney's fees, that it incurs in connection with such efforts.

(i) Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter herein, superseding all prior agreements, negotiations or understandings, whether oral or written, with respect to the subject matter hereof.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed as of the day and year first above-written.

AUDITOR

By: _____
Its: _____

CITY OF GULF BREEZE,
a Florida Municipal Corporation

By: _____
Beverly H. Zimmern
Its: Mayor

ATTESTED TO BY:

CITY CLERK

EXHIBIT "B"

LIMITATIONS OF THE AUDITING PROCESS

As part of this engagement, Auditor will draft the financial statements and note disclosures from individual fund trial balances that the City will provide. However, City management is responsible for the financial statements and note disclosures. In the City's representation to Auditor, the City will be asked to acknowledge Auditor's role in this regard, and the City's review, approval and responsibility for the financial statements and note disclosures. Further, the City is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

The objective of an audit is the expression of Auditor's opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The City's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with generally accepted auditing standards ("GAAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the City) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, OMB Circular A-133 and the Florida Single Audit Act, the City's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate City representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

EXHIBIT "B"
DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Date _____

EXHIBIT "C"
PROPOSED FEE FORM

Provide a proposal containing a total price to perform the audit engagement as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed these amounts.

Amount of Fees	2014	2015	2016	2017	2018
City of Gulf Breeze					
Gulf Breeze Financial Services					
Capital Trust Agency					
Single Audit Increment per Grant Number (only applicable when Single Audit is required)					
Rate per hour for consultation (per hour)					
TOTAL					