

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

JANUARY 15, 2014
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Disposal of Surplus Maintenance Equipment Tiger Point Golf Club.
- B. Discussion and Action Regarding Proposed House Transportation Subcommittee Legislation Regarding Camera Enforcement
- C. Discussion and Action Regarding Contractual Rate Increase Requested by Allied Waste/Republic Services
- D. Discussion and Action Regarding Update on Potential Litigation - Nextel
- E. Discussion and Action Regarding Amendment of the Police Pension Plan
- F. Discussion and Action Regarding Project Underwriting – Charitable Donations
- G. Discussion and Action Regarding Master Planning Invoice No. 1758279 From VHB Miller Sellen
- H. Information Items
- I. 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

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation 

SUBJECT: Disposal of Surplus Maintenance Equipment - Tiger Point Golf Club

DATE: January 9, 2014

In late December, 2013, Council authorized the replacement of the attached list of course maintenance equipment. We believe each piece of equipment on this list to be at least 7 years old and collectively requires \$5,000 or more in monthly repairs and labor in order to maintain its function. Therefore, we wish to declare these items surplus and dispose of them.

We have located a buyer for this equipment, who has offered \$13,750 for the lot. Scott Crum, Golf Course Superintendent and Ken Morgan, our course maintenance consultant, agree that this is a fair price considering the age and condition of the equipment.

The golf course maintenance facility is limited in space and contains just enough room to house our new equipment. Disposal of this surplus equipment by way of auction or internet sales would require these items to be kept outside for an extended length of time, causing additional deterioration by the elements.

We believe this to be a more expedient, effective disposal option that provides a good return to the City, with a minimum of staff time and expense.

Recommendation

That Council declare as surplus, the attached list of golf course maintenance equipment, and authorize it's sale to ECEC, LLC, 5410 Highway PMB 38, Cummings, Ga. 30028 for \$13,750.

TIGERPOINT INVENTORY

<u>YEAR</u>	<u>DISCRIPTION</u>	<u>MODEL</u>	<u>SERIAL #</u>	<u>HOURS</u>
2006	Diesel Greens	GK IV Plus	6228904277	4810
2006	Diesel Greens	GK IV Plus	6228904276	4501
?	Gas Greens	GK IV Plus	6228800003139	4112
?	Gas Greens	GK IV Plus	6228800002248	4468
?	FWY	LF 3800	678662076	5020
2006	FWY	LF 3800	6794701996	3513
2006	FWY	LF 3800	6794702009	3265
2006	Rough	AR 5	6808002472	2400
2006	Rough	Turfcats 628	94671402262	1238
?	Trim Triplex	2653A	TC2653D080787	2184
?	Roll-N-Flice	RS48	RS5154	-----



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : January 9, 2014

Subject: **Proposed House Transportation Subcommittee Legislation Regarding Camera Enforcement**

Attached please find a "Legislative Alert" email from the Florida League of Cities regarding the subject listed above. It appears the Florida Legislature may consider changes to legislation regarding camera enforcement in the upcoming session.

We believe camera enforcement is an effective part of our overall program to reduce accidents in the City. We believe the numbers bear this out. If the changes described in the alert are adopted camera enforcement would have to be subsidized to be viable.

In 2013, we will collect about \$807,111 from camera generated violations. The State of Florida will receive 53.7% of that amount or \$433,409. If the proposed legislation goes into effect, the State would take all the revenue generated except for a \$25 per ticket surcharge that has to be enacted by local Ordinance. Previous legislation requires agencies that desire to employ cameras to pay the firms that install and maintain the cameras a fixed amount not an amount per violation. Once the State takes the proposed amount, there will be no funds left for installation maintenance of the cameras.

A better alternative for the Legislature would be to recognize that our local camera enforcement program came from citizen initiatives to decrease accidents. It is fiscally viable at this point. Camera enforcement works in Gulf Breeze. Allow our program to continue. If the fines (which were set by the State) are too high, reduce the fine amount for camera generated citations and reduce the amount the state receives per violation.

In addition, the Legislature could mandate that "net profits," the revenue left after the State, camera companies, and City costs are paid, must be used for programs that reduce accidents.

In the meantime, the City Council may wish to consider adopting a resolution opposed to the proposed legislation.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT A RESOLUTION OPPOSED TO HOUSE TRANSPORTATION AND HIGHWAY SAFETY SUBCOMMITTEE BILL ONE RELATIVE TO CAMERA ENFORCEMENT.

Stephanie Lucas

From: Edwin Eddy <eaeddy@gulfbreezefl.gov>
Sent: Thursday, January 09, 2014 8:02 AM
To: Stephanie Lucas
Subject: Fwd: Legislative Alert--Red-light Cameras

Please print this email so I can use it in the agenda packet.

----- Forwarded message -----

From: Edwin Eddy <eaeddy@gulfbreezefl.gov>
Date: Wed, Jan 8, 2014 at 10:42 AM
Subject: Fwd: Legislative Alert--Red-light Cameras
To: Peter Paulding <paudling@bellsouth.net>

----- Forwarded message -----

From: FLC E-News Blast <subscriptions@flcities.com>
Date: Tue, Jan 7, 2014 at 2:54 PM
Subject: Legislative Alert--Red-light Cameras
To: Edwin Eddy <eaeddy@gulfbreezefl.gov>

LEGISLATIVE ALERT

IMMEDIATE ACTION REQUESTED

Red-light Camera Legislation in proposed committee bill [HTSS1](#) will be considered by the House Transportation and Highway Safety Subcommittee on Thursday, January 9th at 9:00 a.m.

Please contact members of the Committee and urge them to oppose [HTSS1](#).

The House Transportation and Highway Safety Subcommittee recently released a proposed committee bill – THSS1. This bill must be approved by the committee before receiving new committee references. There are several provisions in the bill which will negatively impact cities, both those with current red-light camera programs and those that don't have them.

The following provisions are in the proposed committee bill that specifically preempt red-light camera programs:

Line 241-244 – Cities cannot install red-light cameras at any traffic light that did not have them in place prior to July 1, 2014.

Line 281 – The bill reduces the amount that cities can charge for red-light camera infractions from \$158 to \$83, all of which must be sent back to the state. Currently, cities receive \$75 of the \$158 ticket and use that money to pay for the cost of the programs.

Line 375 – The bill, allows cities to impose a \$25 surcharge (through ordinance) to fulfill contractual obligations with our vendors. However, any surplus revenue from this surcharge must be remitted to the Department of Revenue (DOR).

Line 378 – Cities must send DOR a quarterly report listing the amount of funds collected through this surcharge.

Line 401 – The amount that cities can charge if a person challenges a ticket is reduced from \$250 to \$83. This money is currently used to pay for the local hearing officer and any additional “court costs.” This reduction could impact cities’ ability to cover the necessary costs to administer red-light camera programs.

Please contact members of the House Transportation and Highway Safety Subcommittee and urge committee members to oppose any provisions that negatively impact red-light camera programs.

House Transportation and Highway Safety Committee

<u>Name</u>	<u>Dist Ph.</u>	<u>TLH Ph.</u>	<u>E-mail</u>
Rep. Daniel Davis, Chair	(904) 381-6011	(850) 717-5015	daniel.davis@myfloridahouse.gov
Rep. Lake Ray, V. Chr.	(904) 723-5300	(850) 717-5012	lake.ray@myfloridahouse.gov
Rep. Frank Artiles	(305) 252-4300	(850) 717-5118	frank.artiles@myfloridahouse.gov
Rep. Heather Fitzenhagen	(239) 533-2440	(850) 717-5078	Heather.Fitzenhagen@myfloridahouse.gov
Rep. Ed Hooper	(727) 724-3000	(850) 717-5067	ed.hooper@myfloridahouse.gov
Rep. Jeanette Nuñez	(305) 227-7630	(850) 717-5119	jeanette.nunez@myfloridahouse.gov
Rep. Keith Perry	(352) 313-6544	(850) 717-5021	keith.perry@myfloridahouse.gov
Rep. Bobby Powell	(561) 650-6880	(850) 717-5088	Bobby.Powell@myfloridahouse.gov
Rep. Jake Raburn	(813) 653-7097	(850) 717-5057	Jake.Raburn@myfloridahouse.gov
Rep. Holly Raschein	(305) 453-1202	(850) 717-5120	Holly.Raschein@myfloridahouse.gov
Rep. Hazelle Rogers	(954) 497-3367	(850) 717-5095	hazelle.rogers@myfloridahouse.gov
Rep. Irving Slosberg	(561) 496-5940	(850) 717-5091	irving.slosberg@myfloridahouse.gov
Rep. Linda Stewart	(407) 893-3141	(850) 717-5047	Linda.Stewart@myfloridahouse.gov

To directly e-mail legislators, please use the League's advocacy tool [Capitol Connection](#)

Points/topics to touch on when speaking with your State Representative:

- Red-light cameras are proven public safety tools that help to reduce red-light running in Florida.
- 95% of drivers who were issued a red-light camera traffic violation in 2013 did not receive a second violation.
- Major changes were made to the red-light camera statutes in 2013. Most of these changes required cities to amend their ordinances and so the changes did not go into effect until later in the year. Recognizing that these changes only took place a few months ago, FLC cannot support any new changes until enough time has passed to evaluate the effects of the changes made in 2013.

If your city has a red-light camera program and you have relevant/factual information regarding the program please do not hesitate to share that information with your legislator.

The House and Senate will be in Tallahassee for Interim Committee meetings beginning Wednesday, January 8, 2014.

For Further Information, contact [Ryan Padgett](#) at 850-707-3616

Thank you for your advocacy efforts.

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Buz Eddy

From: Matt Dannheisser <mdannheisser@dannheisserlaw.com>
Sent: Tuesday, January 07, 2014 10:51 AM
To: Buz Eddy; Rick Hawthorne (rhawthorne@gulfbreezefl.gov); Robert Randle (rrandle@gulfbreezefl.gov); Peter Paulding (chiefpaulding@bellsouth.net)
Cc: Leslie Glassman; Matt Dannheisser
Subject: FW: Red Light camera proposed legislation

I thought that you might find the below email of interest.

Matt

MED LAW OFFICES OF
Matt E. Dannheisser, P.A.
504 North Baylen Street
Pensacola, FL 32501
(850) 434-7272 (Office)
(850) 432-2028 (Facsimile)
MDannheisser@DannheisserLaw.com

From: FAPAonline@googlegroups.com [mailto:FAPAonline@googlegroups.com] **On Behalf Of** Erin Deyoung
Sent: Tuesday, January 07, 2014 10:46 AM
Cc: FAPAonline@googlegroups.com
Subject: [FAPAonline] Red Light camera proposed legislation

Happy New Year to all!

For those of you who follow red light camera issues.....I assume many of you have heard about a fairly creative bill set to be heard in the **House of Representatives Transportation subcommittee on Thursday**. For those of you who haven't, and your cities have red light cameras, you may want to be aware of it.

PCB THSS 14-01. A quick summary:

- red light cameras will be no longer be allowed to be installed as of July 1, 2014.
- The fines will be reduced to \$83, where the entire \$83 will go to the state – and the city will receive none of that money (even though they pay for all of the program).
- The City can pass an ordinance tacking on an additional \$25 dollars, but that \$25 can only go to the red light camera company itself (not to pay for an officer to review the tickets, the attorneys, mailings, support staff, etc).
- the local hearing fines will be dramatically reduced (and you can read the language to mean the city gets nothing).

If your City or County uses red light cameras, you may want to watch this one closely. It looks like an attempt to do away with red light cameras (because the local governments will not be able to break even on their programs) without looking like they are doing away with the legislation.

Thanks,
Erin

Erin L. DeYoung
General Counsel
Maitland Police Department
1837 Fennell Street
Maitland, Florida 32751
(407) 875-2827
edeYoung@maitlandpd.org

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City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : January 9, 2014
Subject: Update on Potential Litigation – Nextel

The City Council and the City Attorney recently discussed the possibility of litigation with Nextel regarding fulfillment of lease obligations for use of the City's water tank.

An update may be available for the January 15 Executive Session.

Buz Eddy

From: Dirvonis, Vio M [NTK] <Vio.M.Dirvonis@sprint.com>
Sent: Tuesday, January 07, 2014 8:28 PM
To: Matt Dannheisser
Cc: Buz Eddy; Shane Carmichael (ccarmichael@gulfbreezefl.gov); Thomas Lambert (tlambert@gulfbreezefl.gov); Leslie Glassman
Subject: RE: City of Gulf Breeze - Proposed Nextel Lease Termination & General Release

Matt,

Although I have to say that I have never seen a lease where no notice or a cure period language is included for a monetary default, after rereading the agreement, I have to agree that no notice was required. I will process the final payment but want to make sure we are in agreement as to what the payment should be with the interest added. Below is the breakdown that I came up with taking into account the rent check that was issued in late September 2012 to cover 10-1-2012 through 10-30-2012 and the rent check issued in November 2013. Since the City has terminated the agreement, I agree that we no longer need a termination document. If the City still wants to keep the shelter, I propose a Bill of Sale to transfer ownership to the City. If the final amount of \$58,342.77 is correct, I can have our finance team process and batch this week. This would get a check to the City early next week. Taking this into account, I am using Jan 15th in my calculation of the outstanding fees.

Two payment made:

- Check # 12402291, issued on 9-27-2012, in the amount of \$2,071.23. Covers rent from 10-1-2012 through 10-30-2012 (30 days). Missing rent for the remainder of the full year was \$23,128.77.
- Check # 12807839, issued on 11-27-2013, in the amount of \$48,328.77. Covers outstanding rent for 10-1-2012 through 9-30-2013 period in the amount of \$23,128.77 (335 days) and full annual rent of \$25,200.00 for 10-1-2013 through 9-30-2014. Check cleared on 12-6-2013.

Fee Calculation based on 18% per annum.

\$23,128.77, remaining rent for the period of 10-01-2012 through 9-31-2013 was late as of 10-11-2012 and was finally cleared as of 12-6-2013.

Days late from 10-11-12 through 9-30-2013 = 355 days = $355 \times \$12.43 = \$4,412.65$.

Days late from 10-1-2013 through 12-5-2013 = 66 days = $66 \times \$12.43 = \820.38

\$25,200.00 rent for 10-1-2013 through 9-31-2014 was cleared as of 12-6-2013.

Days late from 10-11-2013 through 12-5-2013 = 56 days = $56 \times \$12.43 = \696.08

Rent Acceleration made in email dated 10-17-2013 to Sprint Vendor.

10-1-2014 through 9-30-2015 rent = \$25,200.00

10-1-2015 through 9-30-2016 rent = \$25,200.00

Days late from 10-27-2013 through 1-15-2014 = 81 days - $\$24.86 = \$2,013.66$

Total Rent Due = \$50,400.00

Total Fees Due = \$7,942.77

Total = \$58,342.77

Vio Dirvonis
Sprint Nextel Corporation
Manager, National Claims Team
200 West Monroe, Suite 1600
Chicago, IL 60606

Buz Eddy

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

Buz:

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

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

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

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

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

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

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

Matt

 LAW OFFICES OF
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(850) 434-7272 (Office)
(850) 432-2028 (Facsimile)
MDannheisser@DannheisserLaw.com

From: Matt Dannheisser

Sent: Thursday, December 12, 2013 4:53 PM

To: Ankush Israni (aisrani@blackdotwireless.com)

Cc: Daisy Uy (duy@blackdotwireless.com); Buz Eddy; Shane Carmichael (ccarmichael@gulfbreezefl.gov); Thomas Lambert (tlambert@gulfbreezefl.gov); Leslie Glassman; Matt Dannheisser

Subject: RE: City of Gulf Breeze -Nextel Watertank Lease Agreement

Mr. Israni:

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

Matt Dannheisser



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : January 9, 2014
Subject: **Amendment of the Police Pension Plan**

The City has a pension plan for police officers that were hired after the City opted out of the Florida Retirement System. The City formed its own pension plan in 1996 to gain local control over pension benefits, to reduce costs, and to take advantage of funds available to municipalities for local police pension plans from surcharges on insurance premiums.

Amendments to the Plan have been made over the years based on funds available and member requests. The Council established a Police Pension Board in accordance with state law to monitor and manage the assets of the Plan. We have asked the Board to make recommendations on proposed changes to the Plan.

The assets of the Plan are managed day to day by the Florida League of Cities. The plan documents assume a 7.5% rate of return on plan assets to go along with the City and employee contributions to keep the Plan fiscally sound. Recent investment performance has caused the rate of return to be less than 7.5%. Consequently, the City has had to make additional contributions to the Plan beyond normal payroll.

When presented with these facts during discussions about increases in wages and other benefits, the Fraternal Order of Police, on behalf of our sworn police officers and sergeants, has agreed to certain changes in the Plan. We presented the changes to the Pension Board and they also agreed to recommend the changes to the City Council.

There may be additional changes recommended, however, at this time, we should proceed with the changes accepted by all parties. They are summarized as follows:

1. The per payroll contribution to the Police Pension Plan by participating members would increase from 1% of salary to 4%.
2. Calculation of benefits per the Plan would be limited to base pay.

3. The first cost of living adjustment to retiree benefits would be three years from the retirement date rather than one year.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF AND THE CITY ATTORNEY TO PREPARE AN ORDINANCE AMENDING THE POLICE PENSION PLAN AS DESCRIBED HEREIN FOR FIRST READING AS SOON AS POSSIBLE.



POST OFFICE BOX 888343
ATLANTA, GEORGIA 30356-0343
TELEPHONE 770.392.0980
FACSIMILE 770.392.2193

December 1, 2013

Trustees of the Retirement Trust Fund for the Police Officers of the City of Gulf Breeze
c/o Mr. Paul Shamoun
Florida League of Cities, Inc.
P. O. Box 1757
Tallahassee, FL 32302

Re: Retirement Plan for the Police Officers of the City of Gulf Breeze

Ladies and Gentlemen:

Pursuant to your request, we have estimated the impact of several plan changes on the minimum required contribution for subject plan for the 2013/14 plan year. The results of our review are shown in the following table.

Alternative	Estimated Minimum Required Contribution For the 2013/14 Plan Year		Net City Contribution Estimated As a % of Total Payroll (Savings)	Net City Contribution Estimated As a % of Base Payroll (Savings)
	Total (Savings)	Net of Chapter 185 Contribution (Savings)		
Current plan	\$263,991	\$205,557	33.27%	37.15%
Increase the employee contribution rate from 1.00% of covered compensation to 4.00% of covered compensation effective October 1, 2013	\$244,795 (\$19,196)	\$186,361 (\$19,196)	30.16% (3.11%)	33.68% (3.47%)
Delay the automatic 3.00% cost-of-living adjustment (COLA) for three years after retirement with respect to benefits earned after September 30, 2013	\$244,861 (\$19,130)	\$186,427 (\$19,130)	30.17% (3.10%)	33.69% (3.46%)

<i>(continued)</i> Alternative	Estimated Minimum Required Contribution For the 2013/14 Plan Year		Net City Contribution Estimated As a % of Total Payroll (Savings)	Net City Contribution Estimated As a % of Base Payroll (Savings)
	Total (Savings)	Net of Chapter 185 Contribution (Savings)		
Include only base pay in the definition of pensionable earnings after September 30, 2013	\$200,074 (\$63,917)	\$141,640 (\$63,917)	22.93% (10.34%)	25.60% (11.55%)
Combine all three changes described above	\$167,138 (\$96,853)	\$108,704 (\$96,853)	17.59% (15.68%)	19.64% (17.51%)

Note that the amounts shown above are based on the preliminary results of the October 1, 2013 actuarial valuation of the plan, which reflect several assumption changes from those used to complete the previous valuation as follows:

- (1) The assumed interest rate has been reduced from 7.50% per annum to 7.00% per annum;
- (2) The assumed increase in future salaries have been reduced from a range of 8.00% per year graded down to 5.00% per year (depending on service) to a flat 4.00% per year;
- (3) The mortality basis has been changed from the unisex rates set forth in the 1994 Group Annuity Reserving Table, projected to 2002 by Scale AA, to the sex-distinct rates set forth in the RP-2000 Mortality Table for annuitants, projected to 2015 by Scale AA, as published by the Internal Revenue Service (IRS) for purposes of Internal Revenue Code (IRC) section 430;
- (4) The assumed 4.00% increase in average final compensation has been eliminated; and
- (5) The administrative expense loading has been increased from 1.50% of projected benefit liability to 1.75% of projected benefit liability.

In addition, for purposes of estimating the savings to be realized from eliminating overtime and payments for unused leave, we have reduced total future compensation by 10% and reduced the assumed increase in future salaries from 4.00% per year to 3.50% per year.



If you have any questions, please do not hesitate to call me.

Sincerely,



Charles T. Carr
Consulting Actuary



Summary of Plan Provisions

Table VI-A

1. **Monthly Accrued Benefit**

3.50% of Average Final Compensation multiplied by Credited Service

2. **Normal Retirement Age and Benefit**

- **Age**

- Age 55 with at least six years of Credited Service; or
 - Age 52 with at least 25 years of Credited Service

- **Amount**

- Monthly Accrued Benefit

- **Form of Payment**

- Actuarially increased single life annuity (optional);
 - 10-year certain and life annuity (normal form of payment);
 - Actuarially reduced 50% joint and contingent annuity (optional);
 - Actuarially reduced 66 $\frac{2}{3}$ % joint and contingent annuity (optional);
 - Actuarially reduced 75% joint and contingent annuity (optional);
 - Actuarially reduced 100% joint and contingent annuity (optional);
 - Any other actuarially equivalent form of payment approved by the Board; or
 - Actuarially equivalent lump sum distribution (automatic if the single sum value of the participant's benefit is less than or equal to \$5,000 or the monthly annuity is less than \$100)

(Note: A participant may change his joint annuitant up to two times after retirement.)

3. **Early Retirement Age and Benefit**

- **Age**

- Age 50 with at least six years of Credited Service

- **Amount**

- Monthly Accrued Benefit (payable at Normal Retirement Age); or
 - Monthly Accrued Benefit reduced by 3% for each year by which the participant's Early Retirement Date precedes his Normal Retirement Date (payable at Early Retirement Age)

- **Form of Payment**

- Same as for Normal Retirement



Summary of Plan Provisions

Table VI-A

(continued)

4. Service Incurred Disability Eligibility and Benefit

- **Eligibility**

The participant is eligible if his disability was incurred during the course of his employment with the City.

- **Condition**

The Board must find that the participant has a physical or mental condition resulting from bodily injury, disease, or a mental disorder which renders him incapable of employment as a police officer.

- **Amount Payable**

A monthly 10-year certain and life annuity equal to the larger of (a) or (b), as follows, but offset as necessary to preclude the total of the participant's worker's compensation, disability benefit, and other City-provided disability compensation from exceeding his Average Monthly Earnings:

- (a) Monthly Accrued Benefit; or
- (b) 42% of Average Final Compensation

5. Non-Service Incurred Disability Eligibility and Benefit

- **Eligibility**

The participant must have earned at least 10 years of Credited Service if his disability was incurred other than during the course of his employment with the City.

- **Condition**

Same as for a Service Incurred Disability Benefit

- **Amount Payable**

A monthly 10-year certain and life annuity equal to the larger of (a) or (b), as follows, but offset as necessary to preclude the total of the participant's worker's compensation, disability benefit, and other City-provided disability compensation from exceeding his Average Monthly Earnings:

- (a) Monthly Accrued Benefit; or
- (b) 25% of Average Final Compensation

6. Delayed Retirement Age and Benefit

- **Age**

After Normal Retirement Age

- **Amount**

Monthly Accrued Benefit

- **Form of Payment**

Same as for Normal Retirement



Summary of Plan Provisions

Table VI-A

(continued)

7. Deferred Vested Benefit

- **Age**
Any age with at least six years of Credited Service
- **Amount**
Monthly Accrued Benefit (payable at Normal Retirement Age); or
Monthly Accrued Benefit reduced by 3% for each year by which the participant's Early Retirement Date precedes his Normal Retirement Date (payable at Early Retirement Age)
- **Form of Payment**
Same as for Normal Retirement

8. Pre-Retirement Death Benefit

In the case of the death of a vested participant prior to retirement, his beneficiary will receive the participant's Monthly Accrued Benefit payable for 10 years beginning on the participant's early or normal retirement date. In the case of the death of a non-vested participant prior to retirement, his beneficiary will receive the participant's Accumulated Contributions in lieu of any other benefits payable from the plan.

9. Average Final Compensation

Average of the highest five years of Compensation out of the last 10 years of employment (or career average, if higher).

10. Compensation

Total cash remuneration, including overtime pay, but excluding amounts paid for extra duty and special detail work performed for a secondary party; annual compensation in excess of \$200,000 (as indexed) is excluded in accordance with IRC §401(a)(17).

11. Credited Service

The elapsed time from the participant's date of hire until his date of termination, retirement, or death.

12. Participation Requirement

All police officers of the City of Gulf Breeze, Florida automatically become a participant in the plan on their date of hire.



Summary of Plan Provisions

Table VI-A

(continued)

13. Accumulated Contributions

The Employee Contributions accumulated with no interest; if the participant terminates his employment with less than six years of Credited Service, he receives his Accumulated Contributions in lieu of any other benefits payable from the plan.

14. Participant Contribution

1.00% of earnings

15. Definition of Actuarially Equivalent

• **Interest Rate**

7.00% per annum

• **Mortality Table**

The unisex mortality table promulgated by the Secretary of the Treasury for purposes of determining lump sum distributions pursuant to Internal Revenue Code (IRC) section 417(e)(3)

16. Plan Effective Date

January 1, 1996

17. Automatic Cost-of-Living Adjustment (COLA)

All benefits include an automatic 3% annual COLA.

18. Supplemental Retirement Benefit

All retirees receive a supplemental monthly benefit equal to \$5.00 for each year of Credited Service payable for their lifetime only.

19. Deferred Retirement Option Program (DROP)

A DROP is available to all active participants who are eligible for normal retirement. Individuals may participate in the DROP for a period of up to five years.



Summary of Plan Amendments

Table VI-B

There were no significant plan changes adopted since the completion of the previous valuation.



ORDINANCE NO. 11-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING THE RETIREMENT PLAN AND TRUST FOR THE POLICE OFFICERS OF THE CITY OF GULF BREEZE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council established a Retirement Plan and Trust for the Police Officers of the City of Gulf Breeze pursuant to Ordinance Number 04-96; and,

WHEREAS, the Retirement Plan and Trust Agreement was executed on January 2, 1996; and,

WHEREAS, Section 8.01 of the Plan and Trust authorizes the City Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivery to the Trustee a written amendment in accordance with the limitations set out in the section; and,

WHEREAS, the City Council now desires to amend the Plan and Trust to allow a member of the Plan to request credit for up to four (4) years of military service towards total years of service.

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

SECTION 1:

Time served under honorable conditions in the military service of the Armed Forces of the United States or the United States Merchant Marine, prior to initial employment with the City of Gulf Breeze Police Department will be added to years of credited service if:

1. The member contributes to the Fund the amount actuarially determined for the time for which he or she is requesting the credit so that the crediting of service does not result in any cost to the fund.
2. The request must be made by a police officer at any time during his or her employment with the City Police Department.
3. The maximum credit under this section shall be four (4) years.

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 20TH DAY OF JULY, 2009.

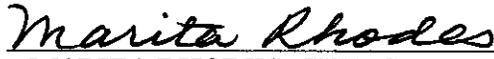
PUBLISHED ON THE 23rd DAY OF July, 2009.

PASSED AND ADOPTED ON THE SECOND READING ON THE 3RD DAY OF AUGUST, 2009.

CITY OF GULF BREEZE, FLORIDA


BEVERLY H. ZIMMERN, MAYOR

ATTEST:


MARITA RHODES, CITY CLERK



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : January 9, 2014

Subject: **Project Underwriting – Charitable Donations**

Over the years, a staff practice has evolved regarding sponsorships, project underwriting, and/or charitable donations that is not explicitly consistent with the City's ordinances. In order to clarify direction from the City Council and articulate this direction in the City's Code of Ordinances, we believe an amendment to the Code of Ordinances is necessary.

Background

The City Council has approved within the budget for Capital Trust Agency an amount in a line item entitled "Project Underwriting – Scholarship" which we have used to sponsor, for example, soccer boosters, student government, and annual events such as the Optimist Invitation Swim Meet.

Various City departments such as Natural Gas or Police have sponsored events such as the Rotary Gumbo Cook Off or the Sertoma Fishing Tournament as advertising or public informational/involvement efforts.

As noted, Capital Trust Agency has a specific line item in their budget for this activity. In the FY 2014 budget, this amount is \$24,000. The other departments use advertising or educational/training funds for these community sponsorship efforts.

The individual expenditures are typically minor (\$500 or less) and local in nature.

In 2003, the City Council approved Ordinance 10-03 (copy attached) which provides direction for "charitable giving." The practice of making certain contributions or providing sponsorships is not consistent with Code Section 2-172.

We propose to amend Section 2-172 to allow various City departments to make sponsorship contributions to local groups and charities within certain guidelines or limits. For example, it could be spelled out that the sponsorship or contribution must be for \$500 or less, it must directly benefit the City or its residents, involve Gulf Breeze schools or charitable groups, and the contribution/sponsorship must be accompanied by a letter which states the purpose of the event or use of the funds.

The historical sponsorship efforts can be used as a guideline

- Contributions to Gulf Breeze School booster groups such as soccer, band, football, debate team are acceptable in amounts of \$500 or less.
- Contributions to activities, events, or programs outside the City would be subject to City Council approval.
- The activity in the project sponsorship line within Capital Trust Agency, Gulf Breeze Natural Gas, and other departments would be specifically presented for City Council review during budget workshops or more frequently as needed.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO DRAFT AN ORDINANCE TO AMEND SECTION 2-172 TO MAKE POSSIBLE MINOR, LOCAL CONTRIBUTION TO SCHOOL AND CHARITABLE GROUPS.

ORDINANCE NO. 10-03

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

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

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

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

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

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

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

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

SECTION 2 - 172 - is hereby established as follows:

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

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

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

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

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

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

SECTION 3: Effective Date

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

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

ADVERTISED ON THE 9th DAY OF January 2004

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


MAYOR

ATTEST:


CITY CLERK



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

December 3, 2003

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

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

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

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

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

Charitable Giving Foundation

December 3, 2003

Page Two

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

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

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

EAE:msr

RESOLUTION NO. 31-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA ESTABLISHING POLICIES AND PROCEDURES FOR A CHARITABLE GIVING FUND AND AN ADVISORY BOARD TO REVIEW REQUESTS FOR FUNDING

WHEREAS, The City Council has established a Charitable Giving Fund from revenue earned by its financial operations known as Gulf Breeze Financial Services and Capital Trust Agency; and

WHEREAS, The Council has established the initial fund amount consisting of revenues earned beyond the amounts necessary to fund expenses, contribute to the City's General Fund or to fund a reserve for GBFS and CTA; and

WHEREAS, The City Council may add to this fund each year during its review of the City budget; and

WHEREAS, The City Council desires to award grants or respond to funding requests for assistance with capital expenditures that are non-recurring as they may be presented to the City from time to time by charitable, non-profit, and /or public agencies that are engaged in programs for the improvement of the public welfare.

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

1. A charitable giving fund is hereby established by the City Council from earnings from its financial sponsorship enterprises that are not essential for reserve or for contributions to the general fund.

2. The City Council may, in its review of earnings by Gulf Breeze Financial Services and Capital Trust Agency and other subsidiary agencies it may establish, decide to add revenue from time to time to the charitable giving fund.

3. An Advisory Board consisting of five citizens appointed by the City Council will meet on an as needed basis to review various requests for funding. The Board will review grant requests in accordance with the following criteria and make a recommendation to the City Council:

a. The agency requesting funds is a non-profit corporation or public agency that benefits the health, safety, welfare, economic or cultural well being of the City:

b. The funds requested are for capital development and are non-recurring in nature.

c. The funds requested are to be spent in the City or in the region for projects of a regional nature.

d. The specific project will improve the quality of life in the City or the region and is deemed to be beneficial to the City.

e. The funding amount requested is less than the amount available in the fund.

APPROVED AND ADOPTED by the City Council of the City of Gulf Breeze, Florida at regular meeting assembled this _____ day of _____.

MAYOR

ATTEST:

CITY CLERK

Capital Trust Agency, Inc.

Proposed Budget FYE 9-30-2014

	Proposed Budget 9/30/2014	Budget 9/30/2013	Projected Actual 9/30/2013	Proposed Budget vs Projected Actual
INCOME				
Interest Income	\$3,780	\$3,780	\$3,264	\$516
Transfer from CTA CDE	\$275,000	\$275,000	\$275,000	\$0
CDE Management Fee	\$36,000	\$36,000	\$36,000	\$0
Application Fee Income	\$0	\$0	\$14,000	(\$14,000)
Reimbursement Fee Income	\$0	\$0	\$1,944	(\$1,944)
Aeroterm - Miami 2004	\$23,784	\$23,784	\$23,211	\$573
Escambia HFA	\$1,980	\$1,980	\$1,993	(\$13)
Atlantic Acq/Reliance	\$0	\$0	\$120,725	(\$120,725)
Atlantic Housing Foundation	\$151,980	\$151,740	\$167,744	(\$15,764)
Rainbow Housing	\$16,500	\$16,500	\$16,305	\$195
Miami Charter School	\$15,000	\$15,000	\$15,000	\$0
Goodwill Industries	\$15,000	\$15,000	\$15,000	\$0
TM Alexander	\$18,632	\$18,632	\$18,531	\$101
Million Air	\$48,336	\$48,336	\$48,385	(\$49)
Bayou-Oasis	\$18,834	\$18,834	\$18,771	\$64
Civic Towers	\$22,836	\$22,836	\$22,791	\$45
Stonybrook	\$18,404	\$14,928	\$18,406	(\$2)
Windsor Cove	\$15,000	\$0	\$9,208	\$5,792
Jacksonville Pool	\$43,124	\$0	\$22,880	\$20,244
Stuart Lodge	\$24,000	\$0	\$12,000	\$12,000
Origination Fee	\$0	\$0	\$171,051	(\$171,051)
Bad Debt	\$0	\$0	(\$126,956)	\$126,956
TOTAL INCOME	\$748,190	\$662,350	\$905,253	(\$157,063)
EXPENSE				
Contractual Staff	\$150,396	\$130,200	\$142,721	\$7,675
Century Interlocal	\$0	\$0	\$33,509	(\$33,509)
Legal	\$30,000	\$30,000	\$34,693	(\$4,693)
Professional Services	\$194,004	\$185,604	\$184,578	\$9,426
Special Consultants	\$30,840	\$28,500	\$29,578	\$1,262
Accounting & Auditing	\$7,500	\$7,500	\$7,500	\$0
Bank Charges	\$0	\$0	\$859	(\$859)
Food and Travel	\$6,600	\$6,600	\$10,135	(\$3,535)
Telephone	\$3,000	\$3,000	\$2,751	\$249
Postage	\$120	\$420	\$1,207	(\$1,087)
Utilities	\$2,100	\$2,100	\$2,040	\$60
Repairs & Maintenance Bldg	\$2,400	\$5,400	\$2,239	\$161
Printing	\$480	\$480	\$1,152	(\$672)
Office Supplies	\$720	\$2,580	\$497	\$223
Operating Supplies	\$2,400	\$2,700	\$2,019	\$381
Membership & Subscription	\$4,080	\$3,840	\$3,559	\$521
Scholarships	\$0	\$0	\$12,000	(\$12,000)
Project Underwriting	\$24,000	\$24,000	\$20,688	\$3,312
TOTAL EXPENSE	\$458,640	\$432,924	\$491,727	(\$33,087)
NET INCOME BEFORE TRANS	\$289,550	\$229,426	\$413,526	(\$123,976)
Transfer to City	\$325,000	\$325,000	\$325,000	\$0
NET INCOME	(\$35,450)	(\$95,574)	\$88,526	(\$123,976)

Memo

To: Edwin Eddy
From: Steve Milford
Date: January 7, 2014
Re: Contractual rate increase requested by Allied Waste/Republic Services



In 2012, the Council determined it was in the best interest of the City to rebid the contract for solid waste services rather than extend it. In 2013, the City of Gulf Breeze awarded a new five year contract to Republic Services as a result of a competitive bid process.

In accordance with the provisions of our municipal waste franchise contract, the service provider has the opportunity each year to request, in January, a rate increase to be effective in February equal to the lesser of 5% or the change in the South Urban CPI as reported by the Bureau of Labor Statistics in the preceding December or November. In 2013 the index for November was 1.5%. Due to the earlier Federal shutdown during budget negotiations, no December indices have been released to date. Republic has formally requested a 1.5% adjustment to the service portion of their rates to be effective in February 1, 2014.

In anticipation of this the Solid Waste budget for 2014 that was approved by City Council included a 3% increase in both service costs and rates.

As a result of increased transfer station activity and costs, and the loss of the administrative surcharge applied by the City for rebilling collection and disposal costs, the Solid Waste operations are expected to incur a loss for the 2013 fiscal year. Under separate cover, a memo reviewing the current transfer station fees will be submitted to City Council.

The accompanying resolution adjusts all residential rates by 1.5% as well as the service component of commercial rates, which are billed directly by Republic, by 1.5%.

Recommendation:

That the council approve the attached Resolution approving the requested service cost increase of 1.5% for contractual franchise solid waste services effective February 1, 2014, and implement the accompanying prices reflecting a 1.5% increase to be billed by the City for solid waste services to be effective for invoices effective February 1, 2014.

January 6, 2014

Mr. Stephen Milford
Finance Director
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32562

Dear Steve,

It has been our pleasure to service the citizens of Gulf Breeze and we look forward to a continued partnership with you and the City for many years to come.

The Waste Collection Franchise Agreement allows for an adjustment to the collection fees based on the Consumer Price Index – All Urban Consumers – South Urban Region (CPI). The CPI increased a modest 1.5% in over the prior twelve months (attached), the Residential and Commercial rates for collection for the next year will be increased by 1.5% (price matrix attached) and I will email the matrix to you as well.

If you have any concerns or questions that I need to address, please don't hesitate to contact me at 361-6189.

Sincerely,



Rory Cassedy
Municipal Services Manager
Northwest Florida / South Alabama
850-361-6189
rcassedy@republicservices.com



CONSUMER PRICE INDEX

November 2013



SOUTHEAST INFORMATION OFFICE • Atlanta, Ga. • 404-893-4222 • www.bls.gov/ro4
For release: Tuesday, December 17, 2013

Group	All urban consumers			Wage earners & clerical workers		
	Index	Percent change		Index	Percent change	
		Nov 12 to Nov 13	Oct 13 to Nov 13		Nov 12 to Nov 13	Oct 13 to Nov 13
U.S. City Average						
All items (1982-84=100)	233.069	1.2	-0.2	229.133	1.1	-0.3
All items (1967=100)	698.171	-	-	682.517	-	-
Food and beverages	237.585	1.2	-0.1	236.948	1.2	-0.1
Housing	228.449	2.1	0.0	225.134	2.1	0.0
Apparel	129.435	-0.1	-1.2	128.828	-0.2	-1.0
Transportation	212.844	-0.8	-1.0	212.911	-1.1	-1.2
Medical care	427.740	2.2	-0.1	430.871	2.2	-0.1
Recreation ¹	115.325	0.5	0.1	111.691	0.5	0.1
Education & communication ¹	136.844	1.6	0.0	129.394	1.2	0.0
Other goods and services	403.047	1.6	0.1	435.402	1.9	0.1
South						
All items (1982-84=100)	226.811	1.5	-0.3	224.588	> 1.5 <	-0.3
All items (1977=100)	367.919	-	-	363.746	-	-
Food and beverages	236.783	1.6	-0.3	235.951	1.6	-0.3
Housing	211.954	1.9	-0.1	211.858	2.0	-0.1
Apparel	138.872	0.5	-0.9	138.902	0.4	-0.7
Transportation	213.674	0.6	-0.8	213.036	0.4	-0.9
Medical care	407.736	2.4	-0.4	413.529	2.4	-0.4
Recreation ¹	115.614	0.9	0.0	111.891	0.8	-0.1
Education & communication ¹	133.517	1.8	0.0	124.721	1.2	0.0
Other goods and services	393.918	1.6	0.0	421.134	1.7	0.0

¹Index base is December 1997=100
 - Data not available

Southeast Information Office

Consumer Price Index, South Region – November 2013

Prices in the South down 0.3 percent over the month; up 1.5 percent over the year

The Consumer Price Index for All Urban Consumers (CPI-U) for the South decreased 0.3 percent in November, the U.S. Bureau of Labor Statistics reported today. Regional Commissioner Janet S. Rankin noted that the energy and food indexes each declined over the month, down 2.0 and 0.3 percent respectively. The all items less food and energy group was unchanged over the month. Within the all items less food and energy group, declines in prices for apparel, medical care, and new and used motor vehicles were largely offset by an increase in prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect the impact of seasonal influences.)

Over the last 12 months, the all items CPI-U advanced 1.5 percent. The index for all items less food and energy increased 1.8 percent over the year. (See [chart 1.](#))

News Release Information

13-2379-ATL

Tuesday, December 17, 2013

PDF

[PDF version](#)

Contacts

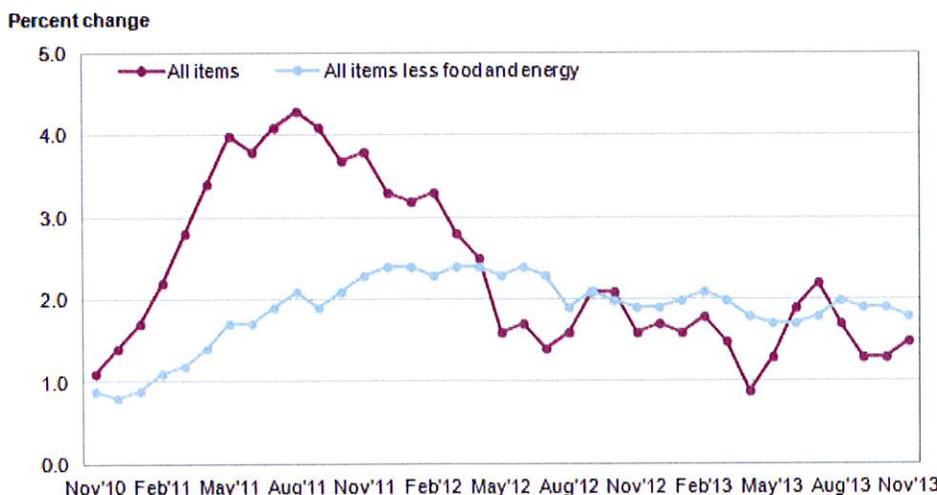
Technical information:

- (404) 893-4222
- BL_SInfoAtlanta@bls.gov
- www.bls.gov/ro4

Media contact:

- (404) 893-4220

Chart 1. 12-month percent change in CPI for All Urban Consumers (CPI-U), South region, November 2010–November 2013



Source: U.S. Bureau of Labor Statistics.

Food

The food index decreased 0.3 percent in November as prices for food at home declined 0.7 percent. Prices for food away from home rose 0.3 percent over the month.

Since November 2012, the index for food increased 1.5 percent. Prices for food away from home and food at home increased 2.3 and 1.0 percent, respectively.

Energy

The energy index declined 2.0 percent over the month, reflecting price decreases for motor fuel (-2.4 percent) and electricity (-1.9 percent). Prices for utility (piped) gas service rose 0.8 percent in November.

Over the year, energy prices decreased 0.4 percent, as a 3.0-percent decline in motor fuel prices was largely offset by price advances for both electricity (3.3 percent) and utility (piped) gas service (3.6 percent).

All items less food and energy

The index for all items less food and energy was unchanged in November. Apparel prices recorded a decrease (-0.9 percent) over the month. Prices for both medical care and new and used motor vehicles decreased 0.4 percent in November. These decreases were largely offset by a 0.2-percent increase in shelter prices.

Over the year, the index for all items less food and energy advanced 1.8 percent, led by price increases for shelter (2.2 percent) and medical care (2.4 percent).

Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2008		2009		2010		2011		2012		2013	
	1-month	12-month										
January	0.5	4.9	0.4	-0.1	0.3	2.8	0.5	1.7	0.5	3.2	0.4	1.6
February	0.3	4.6	0.5	0.1	0.0	2.3	0.5	2.2	0.6	3.3	0.9	1.8
March	0.8	4.4	0.3	-0.3	0.6	2.5	1.2	2.8	0.7	2.8	0.3	1.5
April	0.7	4.2	0.3	-0.7	0.1	2.4	0.7	3.4	0.4	2.5	-0.2	0.9
May	0.9	4.6	0.3	-1.3	0.0	2.0	0.5	4.0	-0.4	1.6	0.0	1.3
June	1.1	5.3	1.0	-1.4	-0.1	0.9	-0.2	3.8	-0.2	1.7	0.4	1.9
July	0.5	5.8	-0.3	-2.1	-0.1	1.0	0.2	4.1	-0.2	1.4	0.2	2.2
August	-0.4	5.6	0.1	-1.6	0.2	1.1	0.4	4.3	0.6	1.6	0.1	1.7
September	0.1	5.4	0.0	-1.8	0.2	1.4	0.0	4.1	0.5	2.1	0.0	1.3
October	-1.2	3.9	0.2	-0.4	0.1	1.3	-0.2	3.7	-0.2	2.1	-0.2	1.3
November	-2.2	1.0	0.2	2.0	0.0	1.1	0.0	3.8	-0.5	1.6	-0.3	1.5
December	-1.0	0.0	-0.1	2.9	0.2	1.4	-0.2	3.3	-0.1	1.7	-	-

The December 2013 Consumer Price Index for the South region is scheduled to be released on Thursday, January 16, 2014 at 8:30 a.m. (ET).

Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 88 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 29 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

The CPIs are based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Prices are collected each month in 87 urban areas across the country from about 4,000 housing units and approximately 26,000 retail establishments—department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

In calculating the index, price changes for the various items in each location are averaged together with weights, which represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. For the CPI-U and CPI-W separate indexes are also published by size of city, by region of the country, for cross-classifications of regions and population-

RESOLUTION 01-14

A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A FEE INCREASE FOR SOLID WASTE REMOVAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 1, 2013, the City entered into a five (5) contract with Allied Waste Services (now known as Republic Services) for collection of solid waste removal for its customers; and

WHEREAS, Section 6(H) of the contract provides that Republic Service may request an annual rate increase effective February of each year. The rate increase is based on changes to the Consumer Price Index subject to a maximum annual increase of five percent (5%); and

WHEREAS, Republic Services has requested an increase of one and half percent (1.5%) to the service portion of its rates effective February 1, 2014; and

WHEREAS, Section 19-203 of the Gulf Breeze Code of Ordinances provides that rates for services provided by franchisee (Republic Services) shall be set by the City Council; and

WHEREAS, the City has determined that due to increases in operating costs associated with solid waste removal, the rate increase requested by Republic Services is warranted per the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AS FOLLOWS:

SECTION 1. The solid waste removal fees are increased by one and half percent (1.5%) as reflected on the attached Exhibit "A."

SECTION 2. The rate increases shall be effective as of February 1, 2014.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on this ____ day of January, 2014.

ATTEST:

Leslie A. Guyer, City Clerk

Beverly H. Zimmern, Mayor

City of Gulf Breeze
Municipal Area Solid Waste Franchise Service Rates
Effective for Service After February 1

EXHIBIT "A"

Partial Listing of New Rates

	<u>2014</u>	<u>2014</u>
Amts in RED billed direct by Republic		
Service	1.5%	
Curbside - Residential	10.66	17.15
Curbside - Senior	9.60	15.43
Curbside - Extra Kart	3.05	8.12
Sideyard - Residential	14.92	21.42
Sideyard - Senior	9.60	15.43
Sideyard - Disabled	9.60	15.43
Sideyard - Sr Disabled	9.60	15.43
Sideyard - Extra Kart	6.09	11.17
Sideyard - MSW & Rec	23.13	29.64
Commercial Svc -Recycle -Kart	8.56	9.64
Commercial Svc -Recycle -2 yd	30.91	30.91
Commercial Svc -Recycle -4 yd	43.27	43.27
Commercial Svc -Recycle -6 yd	55.14	55.14
Commercial Svc -Recycle -8 yd	73.94	73.94
Commercial Svc -Kart x1	14.16	22.79
Commercial Svc -Kart x2	18.22	35.47
Commercial Svc -2yd x 1	49.37	49.37
Commercial Svc -2yd x 2	64.02	64.02
Commercial Svc -2yd x 3	99.32	99.32
Commercial Svc -2yd x 4	127.22	127.22
Commercial Svc -2yd x 5	158.77	158.77
Commercial Svc -2yd x call	20.26	20.26
Commercial Svc -4yd x 1	72.24	72.24
Commercial Svc -4yd x 2	114.88	114.88
Commercial Svc -4yd x 3	167.57	167.57
Commercial Svc -4yd x 4	223.37	223.37
Commercial Svc -4yd x 5	274.23	274.23
Commercial Svc -4yd x call	40.52	40.52
Commercial Svc -6yd x 1	97.03	97.03
Commercial Svc -6yd x 2	164.37	164.37
Commercial Svc -6yd x 3	236.20	236.20
Commercial Svc -6yd x 4	308.57	308.57
Commercial Svc -6yd x 5	383.67	383.67
Commercial Svc -6yd x call	60.79	60.79
Commercial Svc -8yd x 1	122.46	122.46
Commercial Svc -8yd x 2	210.13	210.13
Commercial Svc -8yd x 3	304.91	304.91
Commercial Svc -8yd x 4	398.78	398.78
Commercial Svc -8yd x 5	494.03	494.03
Comm - 8yd x call	81.05	81.05
On call Roll Off 30yd	194.63	194.63
Rolloff & Compactor x1	842.73	842.73
Rolloff & Compactor x2	1,685.47	1,685.47
Rolloff & Compactor x3	2,528.19	2,528.19
Rolloff & Compactor x4	3,370.82	3,370.82
Rolloff & Compactor x5	4,213.66	4,213.66

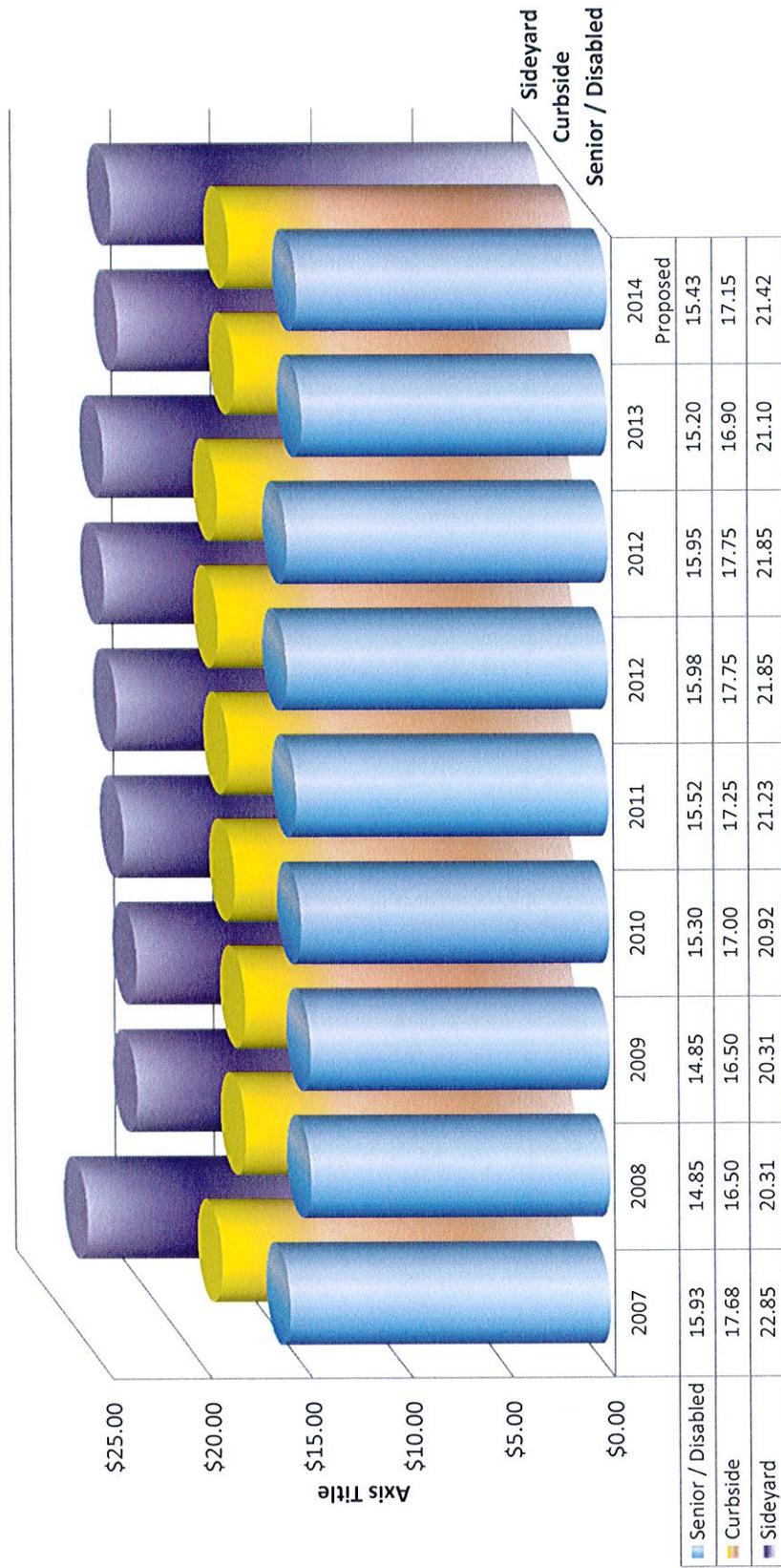
City of Gulf Breeze
Municipal Area Solid Waste Franchise Service Rates
Effective for Service After February 1

EXHIBIT "A"

Partial Listing of New Rates

	<u>2013</u>	<u>2013</u>
Amts in RED billed direct by Republic New Bid		
Service		
Curbside - Residential	10.50	16.90
Curbside - Senior	9.46	15.20
Curbside - Extra Kart	3.00	8.00
Sideyard - Residential	14.70	21.10
Sideyard - Senior	9.46	15.20
Sideyard - Disabled	9.46	15.20
Sideyard - Sr Disabled	9.46	15.20
Sideyard - Extra Kart	6.00	11.00
Sideyard - MSW & Rec	22.79	29.20
Commercial Svc -Recycle -Kart	8.43	9.50
Commercial Svc -Recycle -2 yd	30.45	30.45
Commercial Svc -Recycle -4 yd	42.63	42.63
Commercial Svc -Recycle -6 yd	54.33	54.33
Commercial Svc -Recycle -8 yd	72.85	72.85
Commercial Svc -Kart x1	13.95	22.45
Commercial Svc -Kart x2	17.95	34.95
Commercial Svc -2yd x 1	48.80	48.80
Commercial Svc -2yd x 2	63.40	63.40
Commercial Svc -2yd x 3	98.35	98.35
Commercial Svc -2yd x 4	126.00	126.00
Commercial Svc -2yd x 5	157.25	157.25
Commercial Svc -4yd x 1	71.50	71.50
Commercial Svc -4yd x 2	113.85	113.85
Commercial Svc -4yd x 3	166.10	166.10
Commercial Svc -4yd x 4	221.40	221.40
Commercial Svc -4yd x 5	271.85	271.85
Commercial Svc -6yd x 1	96.10	96.10
Commercial Svc -6yd x 2	162.95	162.95
Commercial Svc -6yd x 3	234.20	234.20
Commercial Svc -6yd x 4	306.00	306.00
Commercial Svc -6yd x 5	380.50	380.50
Commercial Svc -8yd x 1	121.32	121.32
Commercial Svc -8yd x 2	208.35	208.35
Commercial Svc -8yd x 3	302.40	302.40
Commercial Svc -8yd x 4	395.55	395.55
Commercial Svc -8yd x 5	490.05	490.05
On call Roll Off 30yd	191.75	191.75

History of Gulf Breeze Residential Solid Waste Monthly Rates





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: January 10, 2014
SUBJECT: City of Gulf Breeze Master Planning Invoice

On September 17, 2013, the City Council as the Board of Directors of the Community Redevelopment Agency approved a budget for continued support by VHB Miller Sellen associated with implementation of the Master Plan. The approved budget was \$40,000.00. This addition to the original contract was for services in conjunction with the implementation of the City's Master Plan, meetings with Florida Department of Transportation and follow-up.

We have received Invoice No: 175827 for professional services for December 2013. in the amount of \$1,701.05. YTD we have spent \$15,778.59. The following actions have been taken against contract tasks:

Task 00700- Coordination with Agencies

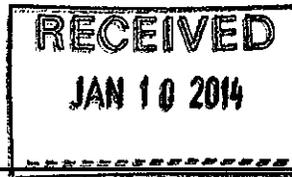
Review FDOT documents provided by City Manager to determine if FDOT completed the FHWA required Life Cycle Analysis and traffic projections that justify six lanes. Prepare memorandum summarizing findings in response to City Manager's questions and submit to client.

It is recommended that Council approve payment. This project is funded by the Community Redevelopment Agency.

RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Tuesday, January 21, 2014 and approve payment of Invoice No. 1758279 for \$1,701.05 to VHB Miller Sellen.



101 Walnut Street, PO Box 9151, Watertown, MA 02471
617.924.1770 • FAX 617.924.2286



Invoice

Invoice No: 0175827
January 07, 2014

Mr. Edwin Eddy
City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

VHB Project # 61691.00

Gulf Breeze Master Plan
Professional Services from November 24, 2013 to December 21, 2013

Task	00000	Reimbursables				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Context Report	25,000.00	100.00	25,000.00	25,000.00	0.00	
Public Participation Process	105,000.00	100.00	105,000.00	105,000.00	0.00	
Revitalization Alternatives	75,000.00	100.00	75,000.00	75,000.00	0.00	
Market Analysis	54,500.00	100.00	54,500.00	54,500.00	0.00	
Master Plan Preparation	55,000.00	100.00	55,000.00	55,000.00	0.00	
Total Fee	314,500.00		314,500.00	314,500.00	0.00	
Total Fee					0.00	
Reimbursable Expenses						
Postage & Delivery			.66			
Meals			62.89			
Total Reimbursables			63.55	63.55		
				Total this Task	\$63.55	

Task	00700	Coordination with Agencies				
Professional Personnel						
	Hours	Rate	Amount			
Technical/Professional 12	8.50	145.00	1,232.50			
Technical/Professional 11	3.00	135.00	405.00			
Totals	11.50		1,637.50			
Total Labor				1,637.50		
				Total this Task	\$1,637.50	
				Total this Invoice	\$1,701.05	

Billings to Date

	Current	Prior	Total
Fee	0.00	314,500.00	314,500.00
Labor	1,637.50	31,767.50	33,405.00
Consultant	0.00	4,677.36	4,677.36

Payment Due Upon Receipt.

Original Copy



101 Walnut Street
P. O. Box 9151
Watertown, MA 02471
617-924-1770
FAX 617-924-2286

Invoice

Billing Period thru 12/21/13

Project No.: 61691.00

Project Title: City of Gulf Breeze/Master Plan/Santa Rosa County

Task 00700 – Coordination with Agencies

Review FDOT documents provided by City Manager to determine if FDOT completed the FHWA required Life Cycle Analysis and traffic projections that justify six lanes.

Prepare memorandum summarizing findings in response to City Manager's questions and submit to client.