

**GULF BREEZE CITY COUNCIL  
EXECUTIVE MEETING AGENDA**

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

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Comprehensive Plan Amendment Ordinance 08-14
- B. Discussion and Action Regarding Early Payoff of St. Johns County Loan from 1985 Local Government Loan Program
- C. Discussion and Action Regarding Development Review Board Recommendation:  
Merrie J. Lee, 1136 Nestling Court, Gulf Breeze  
Project Location: 134 Highpoint Drive  
Replacement of Seawall
- D. Discussion and Action Regarding Impact of Pensacola Bay Bridge Replacement Project – Wayside Park
- E. Discussion and Action Regarding Forfeiture Fund Donation to Santa Rosa Kid’s House
- F. Discussion and Action Regarding Special Event Application by Gulf Breeze United Methodist Church for Annual 5K Run on Saturday, February 14, 2015
- G. Discussion and Action Regarding AT&T Tower Lease Amendment on Elevated Tank at 14 Camelia Street
- H. Discussion and Action Regarding Change of Utility Billing Company to Florida Southwest Direct
- I. Discussion and Action Regarding RFQ/RFP for an Operational Audit and Business Plan Development for Tiger Point Golf Course
- J. Discussion and Action Regarding Approval of Department of Correction Labor Contract in the Amount of \$57,497.00
- K. Discussion and Action Regarding Payment of Master Planning Invoice No. 190206 in the amount of \$4,774.97 to Vanasse Hangen Brustlin, Inc.

- L. Discussion and Action Regarding City Council Meeting Schedule
- M. New Items
- N. Information Items
- O. Public Forum
- P. Adjournment

**If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.**

To: Edwin "Buz" Eddy  
City Manager

Date: October 30, 2014

Project No.: 61691.01

From: Curt Ostrodka, AICP

Re: Gulf Breeze Comprehensive Plan  
Amendments - Adoption

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[Note: This memorandum follows the October 20 First Reading of the Adoption Ordinance, and reflects a change to proposed Subarea Policy 1.10.4.2 recommended by Council and the City Attorney.]

The Gulf Breeze Comprehensive Plan Amendments were transmitted to state agencies for expedited review on August 4, 2014. Subsequently, the City of Gulf Breeze received written letters from the following state agencies.

- Florida Department of Transportation (FDOT), dated August 25, 2014 – No Comments
- Florida Department of Environmental Protection (FDEP), dated September 10, 2014 – No Comments
- Florida Department of Economic Opportunity (DEO), dated September 17, 2014 – No Comments
- Florida Department of Education (FDOE), dated September 18, 2014 – Comments related to use of public education facilities at the proposed MXD land use category and coordination with the Santa Rosa County School District during any land use decisions that affect the existing athletic facilities.

In response to the comments raised by FDOE, the following revisions (shown in bold and double underline) have been made to the proposed Comprehensive Plan Amendments, for consideration by the City Council during the adoption hearing:

*Future Land Use Element*

Policy 1.5.11: Mixed-Use Development (MXD). The intent of the MXD land use category is to implement mixed use redevelopment as illustrated on the City's *Most Livable City Plan*. The MXD land use category is only allowed within the legal boundaries of the Gulf Breeze CRA and is intended to provide for a mixture of offices, retail, businesses, **public educational facilities**, and residential uses.

Policy 1.11.5: **Coordinate with the Santa Rosa County School District in a collaborative decision-making process** to relocate the public school ball fields to just south of the High School to improve school bus access, vehicle circulation and increase available land along US 98 for mixed-use development.

*Transportation Element*

Policy 1.7.1: Construct a new local street, adjacent to the public school facilities, that connects Fairpoint Drive to Shoreline Drive, as a parallel alternative to US -98. **Coordinate with Santa Rosa County School District to promote pedestrian safety, continued educational use and future school expansion. At the time of final street alignment, determine if a grade separation is necessary to access the ballfields.**

*Public School Facilities Element*

Policy 1.3.3: Encourage the joint use of school facilities and reciprocal use of municipal recreational facilities.

Policy 1.3.4: Coordinate with Santa Rosa County School District to collaboratively develop a long-term strategy to relocate the ball fields immediately adjacent to the high school site.

Policy 1.6.1 School Education Service Areas: The School Education Service Areas (ESAs) shall coincide with the adopted transportation impact fees areas within Santa Rosa County, as established in the Interlocal Agreement.

#### *Capital Improvements Element*

~~Policy 1.6.3: The City of Gulf Breeze adopts by reference the Five-Year Facilities Master Plan FY 2010–2014 as formally adopted by the Santa Rosa County School Board on September 9, 2010, as amended, into the City's Five-Year Schedule of Capital Improvements.~~

Deleted Footnote 2 of Appendix A: City of Gulf Breeze Five-Year Schedule of Capital Improvements, which had identical text to Policy 1.6.3.

Further, in a September 30 meeting between the City, FDOT, and West Florida Regional Planning Council, it was determined that the City should request that FDOT add striped bicycle lanes on US-98 during the pending US-98 resurfacing project. This is consistent with the multi-modal transportation recommendations that exist within the Comprehensive Plan and the adopted Most Livable City Plan, and will tie into the proposed bicycle facilities that are included in the Pensacola Bay Bridge reconstruction.

Therefore, the following new policy has been included in the Transportation Element for consideration by City Council during the adoption hearing:

**Policy 1.9.4:** Coordinate with the Florida Department of Transportation (FDOT) to provide on-street bicycle facilities on US-98 that are aligned with the Pensacola Bay Bridge bicycle facilities.

Additionally, during the public engagement process for the Land Development Code amendments, it was determined that the Live Oak Village site, and the medium and high density residential areas adjacent to the property, can function as one mixed-use development, connected internally by the proposed extension and realignment of McAbee Court.

Therefore, the following new policy has been included in the Future Land Use Element for consideration by City Council during the adoption hearing:

**Subarea Policy 1.10.4.2:** Live Oak Village Subarea District. This district is bound by Pensacola Beach Boulevard to the west, US 98 to the north, Naval Live Oaks Nature Preserve to the east, and Santa Rosa Sound to the south. It consists of an existing shopping center plaza, office, commercial outparcels, and medium- and high-density residential uses. The residential and non-residential uses within this Subarea District should be internally connected to provide opportunities for residents to live, work, and play without the need to add external trips to the transportation network. The future extension of McAbee Court to the west, as described in Transportation Policy 1.8.3, will further promote connectivity within this Subarea District.

No other changes were made to the Comprehensive Plan Amendments that were transmitted to state agencies for review.

To: Edwin "Buz" Eddy  
 City Manager

Date: July 18, 2014

Project No.: 61691.01

From: Curt Ostrodka, AICP  
 Melody Butler, P.E.  
 Laurence Lewis, P.E., AICP

Re: Gulf Breeze Comprehensive Plan Amendment  
 Infrastructure Analysis

The Gulf Breeze Most Livable City Plan was adopted in August 2013. The existing Comprehensive Plan needs to be amended to reflect the goals and vision of the City's Master Plan. This memorandum summarizes the relevant changes to the Future Land Use and Transportation Elements and analyzes the potential infrastructure and transportation impacts of the proposed Gulf Breeze Comprehensive Plan Amendment.

**A. Transportation**

The component of the Comprehensive Plan Amendment that is most likely to impact the transportation network in Gulf Breeze is the inclusion of the Mixed-Use Development land use designation. The amendment proposes to change 17.49 acres of land on the East Gate Catalyst Site from Commercial and High Density Residential to Mixed-Use Development. The amendment also proposes to change 28.69 acres of land on the Town Center Catalyst Site from Public Facilities/Institutional, Medium Density Residential, and Commercial to Mixed-Use Development. The tables below show the trip generation potential for the currently adopted and proposed land uses and the changes in trips for each catalyst site as a result of the amendment.

**Table 1: Trip Generation Potential of East Gate Catalyst Site**

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Development		
Adopted	Commercial	30 dwelling units/1 acre (15% of site)	220	16.45	74 d.u.	572	46
	Commercial	2.0 FAR (85% of site)	820	16.45	1,218,155 s.f.	34,486	3,198
	High Density Residential	25 dwelling units/1 acre	220	1.04	26 d.u.	281	16
Proposed	Mixed Use (Residential)	40 dwelling units/1 acre (25% of site)	220	17.49	175 d.u.	1,184	109
	Mixed Use (Retail)	3.0 FAR (75% of site; 25% of FAR)	820	17.49	428,549 s.f.	17,488	1,588
	Mixed Use (Office)	3.0 FAR (75% of site; 75% of FAR)	710	17.49	1,285,646 s.f.	3,803	536
Change in Trips						-12,864	-1,027

Source: ITE Trip Generation Manual 9th Edition  
 D.U. = dwelling units, S.F. = square feet

**Table 2: Trip Generation Potential of Town Center Catalyst Site**

Scenario	Land Use Designation	Maximum Allowed Intensity	ITE Land Use Code	Size of Development		Daily Trips	P.M. Peak Hour Trips
				Acres	Allowed Development		
Adopted	Public Facilities/ Institutional	1.0 FAR	530	18.75	816,750 s.f.	10,528	792
	Medium Density Residential	10 dwelling units/1 acre	220	5.38	54 d.u.	451	33
	Commercial	30 dwelling units/1 acre (15% of site)	220	4.56	21 d.u.	251	13
	Commercial	2.0 FAR (85% of site)	820	4.56	337,677 s.f.	14,978	1,354
Proposed	Mixed Use (Residential)	40 dwelling units/1 acre (25% of site)	220	28.69	287 d.u.	1,863	178
	Mixed Use (Retail)	3.0 FAR (75% of site; 25% of FAR)	820	28.69	702,977 s.f.	24,124	2,213
	Mixed Use (Office)	3.0 FAR (75% of site; 75% of FAR)	710	28.69	2,108,930 s.f.	5,764	840
Change in Trips						5,543	1,039

Source: ITE Trip Generation Manual 9th Edition  
D.U. = dwelling units, S.F. = square feet

The trip generation analysis shows that the amendment will decrease the trip generation potential of the East Gate Catalyst Site by approximately 12,864 daily trips and 1,027 p.m. peak hour trips. The amendment would increase the trip generation potential of the Town Center Catalyst Site by approximately 5,543 daily trips and increase the trip generation potential by 1,039 p.m. peak hour trips.

The table below summarizes the existing and future roadway level of service analysis for the roadways surrounding the redevelopment areas.

**Table 3: Roadway Level of Service Analysis**

Roadway	Segments	Adopted LOS Standard	Existing Daily Capacity	Existing AADT	Existing Exceed Capacity ?	2040 Daily Capacity	2040 AADT	2040 Exceed Capacity?
Pensacola Beach Blvd	South of US 98 (Gulf Beach Pkwy)	E + 10%	40,370	24,000	No	40,370	33,500	No
US 98 (Gulf Breeze Pkwy)	East of Hospital Entrance	E + 10%	40,370	41,000	YES	60,830	60,500	No
	East of Pensacola Beach Blvd	E + 10%	40,370	41,000	YES	60,830	54,000	No
	West of Pensacola Beach Blvd	E + 10%	60,830	53,000	No	60,830	59,500	No
	West of Shoreline/ Daniel	E + 10%	60,830	53,000	No	60,830	73,500	YES
	East of Fairpoint/ Northcliff	E + 10%	60,830	53,000	No	60,830	63,000	YES
	West of Fairpoint/ Northcliff	E + 10%	60,830	51,800	No	60,830	69,500	YES
Shoreline Drive/ Daniel Street	Shoreline Drive South of US 98	D	14,850	3,800	No	14,850	4,800	No
	Daniel Street North of US 98	D	14,850	5,400	No	14,850	6,900	No
Fairpoint Drive/ Northcliff Drive	Northcliff Drive North of US 98	D	14,850	4,300	No	14,850	5,400	No

Roadway	Segments	Adopted LOS Standard	Existing Daily Capacity	Existing AADT	Existing Exceed Capacity ?	2040 Daily Capacity	2040 AADT	2040 Exceed Capacity?
	Fairpoint Drive South of US 98	D	14,850	7,500	No	14,850	9,400	No
Hospital Entrance/ Commercial Entrance	North of US 98	D	10,725	3,600	No	10,725	4,600	No
	South of US 98	D	10,725	2,400	No	10,725	3,000	No

Source: Gulf Breeze Access Management Study (2012), Gulf Breeze Comprehensive Plan (2011), FDOT Traffic Online Database (2013)  
Note: Existing volumes for Pensacola Beach Blvd and US 98 were taken from the 2013 FDOT Traffic Database. All other roadway AADT were taken from the 2012 Gulf Breeze Access Management Study.

The analysis shows that the existing volumes on US 98 east of Pensacola Beach Boulevard exceed the daily capacity for a 4-lane facility. In the future condition, it is assumed that US 98 east of Pensacola Beach Boulevard will be widened to six lanes. The analysis shows that three segments of US 98 will be over capacity in the 2040 condition. In order to alleviate the excess volumes on US 98, the proposed Comprehensive Plan Amendment includes policies regarding parallel local routes. The proposed routes are shown on the Future Transportation Map and described as follows:

- Policy 1.7.1 – Construct a new local street, adjacent to the public school facilities, that connects Fairpoint Drive to Shoreline Drive, as a parallel alternative to US 98.
- Policy 1.7.2 – Construct a new local street that connects Andrew Jackson Trail to Pensacola Beach Boulevard. This new local street shall be a pedestrian oriented “Main Street” that serves as a parallel alternative to US 98.
- Policy 1.7.3 – Realign McAbee Court to connect Shoreline Drive to the Live Oak Village as a parallel alternative to US 98.

The signals along US 98 are currently being coordinated, which will improve traffic flow throughout the corridor. Other roadway realignments are proposed in the amendment and shown on the Future Transportation Map. These improvements will improve the overall operation of transportation network throughout Gulf Breeze.

## B. Infrastructure

The proposed amendments to the Future Land Use Map results in a net increase of 287 new dwelling units allowed. This number recognizes dwelling units that are already allowed in the current Future Land Uses designations. 287 new dwelling units would mean a population increase of 761 residents, using the 2010 US Census data for Santa Rosa County (2.65 persons per household).

Levels of Service (LOS) for potable water, sanitary sewer and solid waste have been adopted into the City’s Comprehensive Plan, Infrastructure Element, Policy 1.1.1. Data for existing demand and available capacity are located in the Data and Analysis chapter for Infrastructure.

### Potable Water

A population increase of 829 residents equates to a new demand of 107,828.5 gallons per day of potable water. Currently the City of Gulf Breeze has an available capacity of 1,660,000 gallons per day. The new demand for potable water would not exceed the available capacity.

New Units	Population	Adopted LOS (gpd)	New Demand (gpd)	Available Capacity (gpd)	Exceeds Capacity?
287	761	130	98,871.5	1,660,000	N

### Sanitary Sewer

A population increase of 829 residents equates to a new demand of 82,945 gallons per day for the sanitary sewer system. Currently the City of Gulf Breeze has an available capacity of 605,000 gallons per day. The new demand for sanitary sewer would not exceed the available capacity of the system.

New Units	Population	Adopted LOS (gpd)	New Demand (gpd)	Available Capacity (gpd)	Exceeds Capacity?
287	761	100	76,055	605,000	N

### Solid Waste

A population increase of 829 residents equates to a new demand of 2,986 pounds per day of solid waste. The adopted LOS is 3.6 pounds per day and currently the actual demand is 2.66 pounds per day. This equates to an available capacity of 5,443.5 pounds per day of solid waste. The new demand for solid waste disposal would not exceed the available capacity of the system.

New Units	Population	Adopted LOS (lbs/day)	New Demand (lbs/day)	Available Capacity (lbs/day)	Exceeds Capacity?
313	761	3.6	2,738	5443.5	N

**ORDINANCE 08-14**

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO IMPLEMENT THE CITY'S ADOPTED MOST LIVABLE CITY PLAN AND TO PROVIDE CONSISTENCY WITH STATE GROWTH MANAGEMENT LEGISLATION, AND WHICH AMENDMENT INCLUDES CHANGES TO THE GOALS, OBJECTIVES AND POLICIES OF THE FUTURE LAND USE, TRANSPORTATION, HOUSING, INFRASTRUCTURE, CONSERVATION, COASTAL MANAGEMENT, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, CAPITAL IMPROVEMENTS, AND PUBLIC SCHOOL FACILITIES ELEMENTS OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163, FLORIDA STATUTES; AMENDING THE FUTURE LAND USE MAP SERIES AND TRANSPORTATION MAP SERIES; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Legislature intends that local planning be a continuous and ongoing process; and

**WHEREAS**, the City Council adopted the Comprehensive Plan, Ordinance number 05-11 on July 18, 2011; and

**WHEREAS**, Section 163.3191, Florida Statutes, directs local governments to adopt needed amendments to ensure that the plan provides appropriate policy guidance for growth and development; and

**WHEREAS**, the City Council, on August 4, 2014, held an advertised public hearing for the proposed Ordinance, which provided for comments and public participation in the process in accordance with the requirements of state law and the procedures adopted for public participation in the planning process, and transmitted the Comprehensive Plan Amendments to the Department of Economic Opportunity (DEO), the Department of Transportation (DOT), the Department of Environmental Protection (DEP) and the Department of Education (DOE) for comment; and

**WHEREAS**, DEO, DOT and DEP responded that they had no comments on the Comprehensive Plan Amendments and DOE issued comments on September 18, 2014; and

**WHEREAS**, the City Council has reviewed the DOE comments and revised the Comprehensive Plan Amendments to address those comments; and

**WHEREAS**, the Comprehensive Plan Amendments as revised have been submitted for public hearing in accordance with the requirements of Florida law, and the City Council is now ready to adopt the Comp Plan Amendments.

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

**SECTION 1.** The City Council does hereby adopt the Comprehensive Plan Amendments, attached hereto as Exhibit "A" (Volume I, Goals, Objectives and Policies) and Exhibit "B" (Volume II, Map Atlas) and incorporated by reference.

**SECTION 2.** Conflicts. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 3.** Severability. If a Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 4.** Effective Date. The effective date of this Plan Amendment shall be the date a final order is issued by the Department of Economic Opportunity or Administration Commission finding the amendment in compliance, in accordance with Section 163.3184 Florida Statutes, whichever occurs earlier. No development orders, development permits, development agreements or land uses dependent on a part of this Plan Amendment may be issued or commence before the Plan Amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity. An adopted amendment whose effective date is delayed by law shall be considered part of the adopted plan until determined not to be in compliance by final order of the Administration Commission. Then, it shall no longer be part of the adopted plan unless the local government adopts a resolution affirming its effectiveness in the manner provided by law.

**PASSED ON FIRST READING AFTER PUBLIC HEARING REGARDING ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS ON THIS 20<sup>th</sup> DAY OF OCTOBER, 2014.**

**PUBLISHED ON THE 6<sup>th</sup> DAY OF NOVEMBER, 2014.**

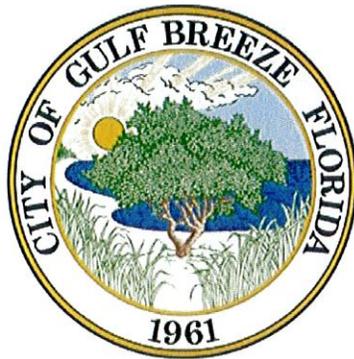
**PASSED AND ADOPTED ON SECOND READING AND AFTER PUBLIC HEARING ON ADOPTION OF THIS ORDINANCE ON THIS \_\_\_\_\_ DAY OF NOVEMBER, 2014.**

CITY OF GULF BREEZE, FLORIDA

By: \_\_\_\_\_  
BEVERLY H. ZIMMERN, MAYOR

ATTEST:

By: \_\_\_\_\_  
STEPHANIE D LUCAS, CITY CLERK



**City of Gulf Breeze**  
**Comprehensive Plan ~~2025~~2035**

**VOLUME I: POLICY DOCUMENT**

Adopted ~~July 18, 2014~~ November 17, October 20, 2014

Ordinance 08-14 ~~5-14~~

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**CITY OF GULF BREEZE**  
**COMPREHENSIVE PLAN ~~2025~~2035**

**VOLUME I: POLICY DOCUMENT**

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## INTRODUCTION

The City of Gulf Breeze Comprehensive Plan ~~2025-2035~~ is divided into three volumes: Volume I, Policy Document; Volume II, Adopted Maps Atlas; and Volume III, Technical Document. The Policy Document contains the goals, objectives and policies for each element, the Capital Improvements implementation program, and the Comprehensive Plan monitoring and evaluation procedures. The Adopted Maps Atlas includes all maps required by statute to be adopted. This volume, the Technical Document, contains the technical support data and analyses that form the basis for the various elements of the plan.

In accordance with the applicable requirements of Chapter 163, Florida Statutes (F.S.) ~~and Rule 9J-5, Florida Administrative Code (F.A.C.),~~ the Policy Document contains the following sections of the Comprehensive Plan, which are adopted by the Gulf Breeze City Council:

- The Administration and Implementation Element, including procedures for monitoring and evaluation of the plan; the Concurrence Management System, and public participation procedures, contained in Chapter 2
- The Goals, Objectives and Policies, contained in Chapters 3 through 12, which are the primary mechanism for implementation of the comprehensive plan ; and
- The Plan Adoption Ordinance, contained in Appendix A.

## ADMINISTRATION

The Gulf Breeze City Council is established as the Local Planning Agency whose duties are as specified in Section 163.3174, F.S. Further duties and responsibilities may be specified in the Gulf Breeze Land Development Code, Ordinance No. 10-93, as amended. The City Council will designate such City departments, committees, consultants or persons to prepare or assist in the preparation of the comprehensive plan, amendments thereto or any other land development regulations as it may deem appropriate. The Local Planning Agency shall administer the Comprehensive Plan with the assistance of persons or departments so designated by the City Council. The Local Planning Agency shall make final recommendations to the City Council for their consideration and action.

## DEFINITIONS

The definitions found in ~~Section 163.3164, Florida Statutes (F.S.) Chapter 163, Part II, Florida Statutes, and Rule 9J-5, Florida Administrative Code,~~ are included in the Policy Document by reference. The Gulf Breeze Land Development Code, Ordinance 10-93, as amended, will contain any other specific definitions germane to land development regulations referred to in the various elements of the Comprehensive Plan. There may be other definitions contained in the various elements of the Comprehensive Plan. Unless the context clearly indicates otherwise, singular words include the plural, person or man includes both genders, and words not otherwise defined shall have those meanings commonly and customarily ascribed to them and as can be found in any standard dictionary reference books.

## PLANNING TIMEFRAME

The timeframe for planning used in this comprehensive plan is for the years ~~2010-2014~~ through ~~2025~~~~2035~~, with a five-year time frame for the Capital Improvements Element beginning with the Fiscal Year ~~2010/2011~~~~2014/2015~~.

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## ADMINISTRATION AND IMPLEMENTATION

The Local Government Comprehensive Planning and Land Development Act Section 163.3161, Florida Statutes (F.S.) was created "to utilize and strengthen the existing role, processes, and powers of local governments in the establishment and implementation of comprehensive planning programs to guide and control future development." This is to be accomplished through a comprehensive planning document that meets the requirements of ~~Senate Bill 360~~, Section 163.3177, F.S. ~~and Rule 9J-5, Florida Administrative Code (F.A.C.)~~ by incorporating elements with corresponding goals, objectives and policies. The purpose of the plan and its corresponding elements is to spread awareness and support by painting a "big picture" concept of the growth management challenges and successes facing the state on a local level. Of these elements, the following are required:

- Future Land Use
- Transportation
- Housing
- Infrastructure (Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water and Natural Groundwater Aquifer Recharge)
- Coastal Management
- Conservation
- Recreation and Open Space
- ~~Public School Facilities~~
- Intergovernmental Coordination
- ~~Public School Facilities~~
- [Capital Improvements](#)

In addition to the data and analysis, consistency, ~~financial feasibility~~, and coordination within an orderly and balanced framework are other aspects that must be addressed in all elements and the overall planning process. All of these components, including the visioning process, are included to illustrate to all that the City of Gulf Breeze is truly a sustainable community focused on its hometown character, natural environment and high quality of family life.

### SHORT TITLE

The City of Gulf Breeze Comprehensive Plan shall be known and may be cited as the Plan. The City of Gulf Breeze shall be known and may be cited as the City. The Evaluation and Appraisal Report shall be known and cited as the EAR. All references contained in this document or in any ordinance, resolution or other document of the City of Gulf Breeze, in relation to The City of Gulf Breeze Comprehensive Plan and Evaluation Appraisal Report, shall mean the Plan and EAR, respectively. All references contained in this document to the City of Gulf Breeze, in name only, shall mean the City.

### PURPOSE

*Pursuant to Section 163.3161 and Section 163.3177, Florida Statutes, ~~and Chapter 9J-5 of the Florida Administrative Code~~*

Incorporated in 1961, Gulf Breeze, Florida is a waterfront community with a 2010 population of 5,763 that prides itself on its fine small town character, quality education, excellent local government and a multitude of waterfront activities. It is located on the end of the Fairpoint peninsula in Santa Rosa County separated on the north by a three-mile bridge across Pensacola Bay from the City of Pensacola and on the south by Bob Sikes Bridge over Santa Rosa Sound to Pensacola Beach. On

the east, landward up the peninsula is the 1,329 acre Naval Live Oaks of the Gulf Islands National Seashore. The geographical location of the City dictates a unique environment that fosters the small town character sought after by its current and future residents.

In keeping with its intended character, the City has always been community-oriented in its design throughout every stage of growth. This is reflected through its initial residential and recreational layout and its subsequent municipal land use planning regulations. As State regulations continue to mandate smart and sustainable growth decision-making to be administered by municipalities, Gulf Breeze has had very little or no challenges complying with these requirements as they are enacted. The Local Government Comprehensive Planning and Land Development Act Section 163.3161, F.S. reinforces the methods that the City has consistently been employing by stating "that its adoption is necessary so that local governments can preserve and enhance present advantages; encourage the most appropriate use of land, water, and resources, consistent with the public interest; overcome present handicaps; and deal effectively with future problems that may result from the use and development of land within their jurisdictions." These State-identified growth management goals are accomplished through the comprehensive planning process by:

- Mandating local governments to "preserve, promote, protect, and improve the public health, safety, comfort, good order, appearance, convenience, law enforcement and fire prevention, and general welfare;
- Preventing the overcrowding of land to avoid undue concentration of population;
- Facilitation of the adequate and efficient provision of transportation, water, sewer, schools, parks, recreational facilities, housing, and other requirements and services; and
- Conserving, utilizing, sensitively developing and protecting natural resources within their jurisdictions."

The current Plan was written in 1990 and ~~has not been revised since~~ [amended in 2011](#). The Plan addressed all required statutory regulations at that time through the elements' goals, objectives and policies. Since then, the City has grown and developed new needs and desires. The Evaluation and Appraisal Report, adopted March 19, 2010, noted this and the need for a complete revision of the comprehensive plan. It also noted the many successes that the City has garnered over the past 20 years as well as challenges it still faces. The Land Development Code was last revised in 2006 reflecting the changes in local needs and state regulations. The Plan will strive to be a strategic document that addresses the needs and aspirations of the community while addressing the requirements of Florida's growth management program. It provides the City with guidance through tailored goals, objectives and policies that implement the City's current and future planning needs.

## VISIONING

*Pursuant to 163.3177(13), Florida Statutes*

The City of Gulf Breeze embarked upon the tremendous task of revising its 1990 Comprehensive Plan based on the recommendations from the 2010 EAR. A series of visioning workshops was held in 1998 and a set of goals and objectives were established. In 2008, another series of workshops was conducted to evaluate the progress of these goals and objectives. A span of 20 years had come and gone since the comprehensive plan had been evaluated or revised, therefore, recommendations from both the 1998 and 2008 workshops were considered in the development of the vision. Fortunately, several of the workshop participants had attended both series of workshops, in 1998 and 2008. These participants were able to assist with incorporating the current desires of the community based on past achievements and ideas from new residents. A SWOT (Strengths, Weaknesses, Opportunities and Threats) Analysis, adherence to statutory regulations and overall desires for the community shaped the vision statement. Several draft vision statements were created and ultimately

combined for a final statement to be called "Vision 2020." In addition, the City established a mission statement based on past and current visioning information.

#### **Mission Statement**

"Gulf Breeze will preserve and enhance its hometown character and natural environment to foster a high quality of family life."

#### **Vision 2020**

"Develop a Master Plan to be recognized as the most livable city in America by 2020."

This vision statement reflects core values of the City illustrating that it is a tight-knit community focused on preserving not only its natural beauty but also quality of life through the decades. Many of the same key words and concepts in the 2008 workshops were duplicates of the 1998 series. Not only past but also current residents put these suggestions forth. In fact, the newer residents mentioned that qualities such as safety, recreation, and walkability were the reasons why they chose Gulf Breeze as their home.

#### **MOST LIVABLE CITY PLAN**

Beginning in 2012, in response to changing economic conditions and uncertain future transportation conditions resulting from reconstruction of the Pensacola Bay Bridge and a desire to diversify and strengthen the local economy, the City Council appointed a Steering Committee to create a Master Plan for the next 50 years.

The Objectives of the master planning process were to:

- *Create a long-term vision for economic development*
- *Mitigate traffic impacts*
- *Maintain and protect the quality of life for residents and businesses*
- *Create community consensus for future decisions*

Public outreach was an important component in the planning process, and included stakeholder interviews, three (3) community workshops, a week-long design charrette, monthly Steering Committee meetings, and public hearings before the City Council. Community members discussed and provided feedback on three different conceptual plan alternatives before reaching consensus on a preferred plan. In June 2013, the City Council adopted the master plan, called the "Most Livable City Plan", to define how the community would like to grow over the next 50 years. The Most Livable City Plan includes recommendations for land use, transportation, and economic development that will be implemented through the Comprehensive Plan, Land Development Code, Community Redevelopment Area (CRA) master plan, and through partnerships with state agencies, including the Florida Department of Transportation (FDOT), and private land owners.

~~Although the attitudes and values reflected in the 1990 comprehensive plan were reflective of the needs of that time, the plan did not directly and succinctly articulate the underlying vision of the community. Therefore, the primary focus for developing and implementing the 2025-2035 comprehensive~~ Comprehensive plan-Plan is to ensure that the goals, objectives and policies reflect the City's Vision and Mission Statement and the 2013 Most Livable City Plan for the next 40-20 years and beyond. The 2025-2035 plan also fulfills is consistent with current State legislative requirements.

### CONSISTENCY AND FEASIBILITY

*Pursuant to Section 163.3177(2), Florida Statutes and Chapter 9J-5.021, Florida Administrative Code*

The EAR was developed with the understanding that all comprehensive plan amendments based on its recommendations must be consistent with current State legislative requirements and complement the plans of surrounding jurisdictions and be financially feasible. Consistency between plan elements is also required in order to identify and avoid duplication of efforts caused by the overlapping nature of some elements. In addition, each element is designed to fulfill the vision of the City through the "...orderly and balanced future economic, social, physical, environmental and fiscal development of the area," pursuant to Section 163.3177(1), F.S. Therefore, implementing development and administrative regulations shall be consistent with the intent of the Local Government Comprehensive Planning and Land Development Regulation Act, Section 163.3161, F.S., in all EAR documents and EAR-based amendments. The EAR recommendations were written in a manner to ensure consistency with:

- The State Comprehensive Plan
- Section 163.3177, 163.3178 and 163.3191, F.S.
- ~~Rule 9J-5, F.A.C~~
- Northwest Florida Water Management District Water Regional Water Supply Plan
- West Florida Strategic Regional Policy Plan

~~Financial feasibility of the plan is addressed the Capital Improvements Schedule, and more specifically in the Five-Year Schedule of Capital Improvements, which is required to be updated by December 1st of each year. With the structure of the schedule and the requirement for annual review, feasibility is a key factor in the development of the action sequence defined in the goals, objectives and policies. If these are unattainable, the purpose of the Plan is negated. To ensure financial feasibility, methods such as the Fiscal Impact Analysis Model (FIAM) or other commonly accepted analyses will be utilized.~~

### SUSTAINABILITY

The ultimate goal of the Plan is to further the development of a sustainable and smart growth community that can ensure that adequate resources are available for present and future generations. As discussed within the 2008 visioning workshops, the City is consistently seeking tangible and intangible resources to continually improve its quality of life for all residents and visitors through its efforts to preserve the environment and provide recreation, safety, agency efficiency, smart growth and economic development programs that enhance the community and its economy.

Sustainability also recognizes the visioning process that the City employs to explore new concepts for the betterment of the City. As time passes, desires and needs change and it is important for the City to adapt to the surrounding internal and external environments. Strategies such as alternative transportation nodes to fit the daily requirements of citizens are able to be pursued in a thoughtful and coordinated manner as a result of forward thinking.

### GOALS, OBJECTIVES, POLICIES

All goals, objectives and policies contained within the Plan have been prepared in accordance with the requirements of ~~Chapter 9J-5, F.A.C. and~~ Chapter 163, F.S. Consistent with the requirements of the laws, a goal or goals must be established for each plan element, followed by one or more objectives and subsequent applicable implementation policies. As applied to the comprehensive plan the following definitions apply:

- A Goal is an outcome statement that defines what a community is trying to accomplish both programmatically and organizationally. Goals should be a reflection of the community's vision.
- An Objective is a precise, time-based and measurable action that supports the completion of a goal. Objectives must:
  - Relate directly to the goal
  - Be clear, concise and understandable
  - Be stated in terms of results
  - Be measurable
  - Address major subject areas relating to the goal
- A Policy is an operational action that a community will undertake to implement the goals and objectives.

All goals, objectives and policies should be applied within the context of the overall scope of the Plan in order to realize and achieve the community's vision. Therefore, no objective or policy should be applied in isolation.

Goal 1: **The Gulf Breeze Comprehensive Plan will be used primarily:**

- As a guide for shaping the City's future;
- As a framework to link the planning and implementation of activities in the City;
- To review development proposals; and
- As a policy document to guide all of the City's activities.

**Objective 1.1: The City shall continue to maintain a comprehensive planning program throughout each year.**

**Policy 1.1.1:** The City shall continue to provide funding for the administration and enforcement of the Plan under the direction of the Community Services Director or such person appointed by the City Manager to be responsible for answering all questions of interpretation, administration and enforcement of the Plan.

**Policy 1.1.2:** The Plan will be administered by the Community Services Department, unless otherwise directed by the City Manager.

**Policy 1.1.3:** The Community Services Director shall work with the staff of other City Departments to ensure that the Plan is implemented and revised on a consistent basis.

**Policy 1.1.4:** The Community Services Department shall prepare and maintain a future land use map and its corresponding amendments that shall be the future land use map for the City upon its adoption by the City Council.

**Policy 1.1.5:** The City shall continue to encourage and provide public participation in all aspects of the comprehensive planning process that also satisfies the requirements within the Florida Statutes concerning public hearings.

**Policy 1.1.6:** The City Council shall adopt public participation policies and procedures for inclusion in the Land Development Code.

**Objective 1.2:** The City shall provide for review and amendment of the Plan in response to State, regional, county and local mandates as needed between EAR cycles and the State required annual revision of the Capital Improvement Element.

**Policy 1.2.1:** The City Council or such person or body appointed by the City Council, is authorized to initiate amendments to the Plan.

**Policy 1.2.2:** The City Manager shall provide and maintain procedures for processing amendments.

**Policy 1.2.3:** Revise the Capital Improvement Element annually and other requirements.

### MONITORING AND EVALUATION PROCEDURES

In order to ensure the successful long-term implementation of the goals, objectives and policies of the Plan, the City will monitor this document on a continual basis. This will include the City assessing the individual and cumulative impacts of all proposed plan amendments to determine their degree of consistency with the City's vision.

#### Baseline Data

The City will review and revise, as needed, the base data contained within the Plan during the preparation of the EAR required every seven years by the Department of ~~Community Affairs (DCA)~~ [Economic Opportunity \(DEO\)](#). All data and analysis will be conducted in accordance with the requirements of Chapter 163, F.S. ~~and Rule 9J-5, F.A.C.~~ The focus will be on revising the data and analysis sections directly supporting the goals, objectives and policies of the Plan such as population projections, analysis of the availability of public services and facilities and vacant land analysis within the City.

### Analysis of Goals, Objectives and Policies

The EAR will include recommendations for new or modified goals, objectives and policies. These recommendations will be based upon the revised baseline data and an evaluation of the successful achievement of the plan's objectives as outlined below. Unforeseen problems or obstacles relative to each objective will be identified along with remedial actions. At a minimum, the following criteria will be addressed during the evaluation process:

**Data.** Each existing goal, objective and policy related to the City's issues as identified in the visioning workshops will be reviewed to determine its applicability with any new information obtained from the revised baseline data and the like.

**Specificity.** The wording of each current objective and policy will be analyzed to determine if any execution challenges were experienced due to a lack of specific direction within a particular objective and policy. Individual objectives and/or policies will be rewritten to provide a more clear direction.

**Time Frame.** Several objectives and policies identify programs with specific milestones and deadlines for completion. An evaluation shall be performed as to whether these programs have been successfully completed and their implications for the City's comprehensive planning process.

**Implementation Agency.** An evaluation shall be performed as to whether the assignments of specific agencies are still appropriate based upon organizational, program and other factors relating to the City's comprehensive planning process.

### New Mandates

Applicable new State, regional and local laws and initiatives shall be reviewed and evaluated to determine their impact upon the Plan, including the need to revise applicable goal, objectives and policies.

### Evaluation Measures

Each objective contains evaluation measures within each element of the Plan. The framework for the objectives emphasizes the "achievability" component of [Rule 9J-5, F.A.C. Section 163.3164 F.S.](#) definition of objective. When an objective itself is not specifically measurable, the policies underlying the objective are utilized in the evaluation/assessment of progress. The Plan contains policies to ensure compliance with the requirements of the [FAC Florida Statutes](#).

### Coordination on Monitoring and Evaluation

The Community Services Department shall be responsible for coordination of the monitoring and evaluation of each element of the Plan. It shall review the required portions of the Plan as part of the EAR every seven years to:

- Revise baseline data
- Revise goals, objectives and policies which were not achieved as a result of obstacles or challenges; and
- Include new or modify existing goals, objectives, or policies to correct discovered issues.

The annual update of the Capital Improvements Element will occur following adoption of the City's annual budget.

The Community Services Department shall work with staff of other City Departments to ensure that the adopted components of the Plan are revised as necessary and are consistent with the supporting documentation of the Plan.

## **PUBLIC PARTICIPATION PROCEDURES**

In order to provide for and encourage public participation throughout its comprehensive planning process, the City will adhere to the public participation procedures established by Section 163.3181, F.S. Pursuant to the State of Florida's Growth Management Legislation, these procedures will ensure that the general public and private property owners will be informed and notified of all public meetings regarding amendments to the comprehensive plan and EAR.

These procedures shall ensure that the City will hold all required public hearings and provide ample opportunities for interested parties to provide written and oral comments at the public hearings and consider and respond to such comments. They will also provide real property owners with notice of all official actions that will regulate the use of their property. Prior to the date of a public hearing, the City shall publish legal notice according to the notice procedures outlined in Section 166.041(3)(c)2.b, F.S.

### **Procedures**

A twice-yearly amendment period shall be established by the City ~~in accordance with State Statute requirements~~. In cases deemed critical by the City Manager, amendments may be presented for approval outside of the twice-yearly amendment period.

Comprehensive Plan Amendments and the EAR shall follow the public participation procedures as established herein. Amendments to the Comprehensive Plan and EAR-based Amendments shall be advertised in accordance with applicable State statutes. Public hearing agendas and minutes will be posted on the City's website.

### **Public Hearings**

#### ***Evaluation and Appraisal Report (EAR)***

The EAR shall be presented and discussed at the following public hearings:

- The City Council, acting as the Local Planning Agency (LPA), shall hold one public hearing during a regular Council meeting or special session, as required by Section 163.3184, F.S., to discuss the EAR and recommend its transmittal to the [DCADEO](#).
- The City Council shall hold one public hearing to discuss the EAR then may adopt the EAR by resolution and transmit the adopted EAR to the [DCADEO](#).

#### ***Comprehensive Plan Amendments, Including EAR-based Amendments***

Large Scale Comprehensive Plan Amendments and EAR-based Amendments shall be presented and discussed at the following public hearings, following legal notice published in accordance with Section 166.041(3)(c)2.b, F.S.:

- The City Council, acting as the Local Planning Agency (LPA), shall hold one public hearing during a regular Council meeting or special session, as required by Section 163.3184, F.S., to discuss text and map amendments to the comprehensive plan, and recommend transmittal of the amendment(s) to the [DCADEO](#).
- The City Council shall hold one transmittal public hearing and first reading of an ordinance adopting the proposed amendments and shall transmit the ordinance to the [DCADEO](#);

- The City Council shall hold one adoption public hearing and second reading of the ordinance.

Small scale land use plan amendments shall follow the process outlined above, except that transmittal to the ~~DCA-DEO~~ is not required. A copy of the final adopted ordinance shall be sent to the State and the West Florida Regional Planning Council for recording purposes only.

#### **Methods of Public Input**

Drafts of proposed Plan Amendments, the EAR and EAR-based plan amendments are to be made available for public inspection as required by Section 166.041, F.S. The statute does not specify locations or a period of time required for public inspection in advance of the public hearing. The City will make these documents available at City Hall and on the City's website. Adjacent municipalities may request a hard or digital copy to be mailed or emailed.

Written and verbal comments from the public shall be accepted throughout the amendment process and during the preparation of the EAR, both in the public hearings and by direct contact with the Community Services or City Manager Departments. All comments shall be reviewed. All applicable and relevant comments that are beneficial to the City shall be incorporated.

#### **Administrative Hearing**

An affected person may request an administrative hearing pursuant to Section 120.569 and Section 120.57, F.S. That person shall file the petition no later than 30 days after the public hearing or no later than 30 days after the change or new information is made available to the public, whichever is later. Affected local governments, the ~~DCADEO~~, or other affected persons may intervene, according to the procedures provided by the Statute. Aforementioned sections govern all procedures relating to an Administrative Hearing.

#### **Monitoring, Updating and Evaluation Procedures**

The City shall adhere to the following monitoring, revising and evaluation procedures to be utilized in the preparation of the EAR:

- The City Council, acting as the LPA, shall solicit public comment in the evaluation and revision of the Plan.
- During the seven-year time frame between EAR submittals, support data shall be informally revised as deemed appropriate and necessary by the Community Services Department. Objectives and policies shall be updated to reflect substantial changes shown by the support data or to address new issues identified during the amendment process.
- At the end of the seven-year time frame, all support data information shall be evaluated and revised to complete and EAR document.

The report shall evaluate the goals, objectives and policies of the plan in terms of:

- Accomplishment and achievement and
- Obstacles or problems

#### **Concurrency Management System**

The City's Land Development Code provides the regulatory procedures and processes to ensure that development orders and permits are not issued unless the necessary public facilities and services are available at adopted levels of service, concurrent with the impacts of development or will be available within the specified time frame allowed by the regulations.

A development permit shall only be issued consistent with the Plan and the Land Development Code. The Code provides review criteria intended to implement the goals, objectives and policies of the Plan by providing a mechanism and substantive requirements for the review of development permits, so that such services, facilities and other conditions of approval required from the developer for a development permit shall be installed and completed. The Land Development Code also provides for mitigation to be addressed prior to issuance of a development permit or order.

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## FUTURE LAND USE ELEMENT

Pursuant to Section 163.3177(6), Florida Statutes (F.S.), ~~and Rule 9J-5.006, Florida Administrative Code (F.A.C.),~~ the Future Land Use Element designates future land use patterns as depicted on the Future Land Use Map (FLUM) series and serves as a guide for development that benefits residents by protecting the City's natural character and promoting economic development. It establishes a land use pattern that allows for efficient growth and development, which can be served by adequate public facilities for the current and projected population. To accomplish this, the following must be met:

- Define future land uses and their locations.
- Recognize development trends.

Goal 1:

**Provide an improved quality of life that balances the natural, physical and economic environment through promotion of a sustainable development pattern that meets the needs of public and private development and redevelopment consistent with adequate levels of service, efficient use of facilities and protection of natural resources.**

**Objective 1.1: Coordinate future land uses with the topography and soil conditions unique to Gulf Breeze and with the availability of facilities and services required to support such development.**

**Policy 1.1.1:** Continue to implement the City's Concurrency Management System, which details procedures whereby facilities and services necessary to serve proposed developments at the adopted level of service (LOS) standards must be confirmed as available concurrent with the impacts of development prior to the issuance of development orders and permits.

**Policy 1.1.2:** Consideration of land use and zoning amendments shall include the relationship of the amendments to the availability of public services and facilities necessary to support proposed densities and intensities.

**Policy 1.1.3:** Require that the owner of any development project be responsible for the provision of sanitary sewer facilities and a stormwater management system that are consistent with soil conditions and natural drainage patterns to the maximum extent possible in compliance with City and State regulations.

**Objective 1.2: Promote the redevelopment and renewal of areas that are exhibiting evidence of decline within the City by implementing programs of the Gulf Breeze Community Redevelopment Agency (CRA) and through participation in County and State community development and housing rehabilitation programs.**

**Policy 1.2.1:** Maintain an active code enforcement program that ensures the maintenance of existing structures and identifies and requires removal of structures that are a hazard to the public health and safety.

**Policy 1.2.2:** Implement the redevelopment plans and programs of the Gulf Breeze CRA as detailed in the *City of Gulf Breeze Community Redevelopment Plan*, adopted in 2009, as amended. Each and every time the Community Redevelopment Plan is mentioned in the FLUE, it shall mean the Community Redevelopment Plan, adopted in 2009, as amended.

**Policy 1.2.3:** Require new development and redevelopment within the CRA to adhere to the *City of Gulf Breeze CRA and Central Business District Design Guidelines*, adopted June 11, 2006, as amended. Each and every time the Design Guidelines are mentioned in the FLUE it shall mean the Design Guidelines adopted June 11, 2006, as amended.

**Objective 1.3:** Land uses that are inconsistent with the FLUM and the character of the City shall be reduced or eliminated over time.

**Policy 1.3.1:** Non-conforming land uses and structures shall be prohibited within the City limits, except as may be essential and necessary to protect the public health and safety, through enforcement of the standards and procedures to ensure the limitations on expansion of non-conforming land uses and as set forth in the Land Development Code (LDC).

**Policy 1.3.2:** Consistency with the character of adjacent land use districts shall be reviewed during land use plan amendments or rezoning requests, considering potential maximum densities, intensities and the manner in which the land uses on the FLUM and zoning districts result in an appropriate transition of uses, densities and intensities.

**Policy 1.3.3:** Determination of inconsistent character shall be included in the review and approval of both new development and redevelopment; however, incompatibility alone will not prohibit the development, provided that techniques including, but not limited to, the following are defined and adopted in the LDC and applied to a proposed development to wholly or partially mitigate the inconsistencies:

- Variable buffers, combining land and landscaping to achieve adequate separation of uses, appropriate open space, reduction of potential noise, light and glare, and screening of physical features of a proposed development;
- Variable setbacks, based upon degree of difference in proposed density, intensity, scale, mass or height;
- Placement and effective screening or shielding of site features such as lights, signs, dumpsters, loading areas, parking areas, outdoor storage or other features with potential negative impacts;
- Effective transitions of on-site densities, intensities, scale, mass or height; and
- Other innovative site design features that strive to achieve compatibility and effectively mitigate potential negative impacts.

**Policy 1.3.4:** The City has established zoning districts and regulations in its LDC that further implement the goals, objectives and policies of the comprehensive plan and the FLUM including:

- Regulations and performance standards that address the use of land in the City's zoning district provisions;
- Subdivision and master planning of land, including transportation and utility infrastructure, and provision of open space;
- Protection of environmental resources and areas subject to seasonal or periodic flooding;
- Design of on-site traffic flow, considering adequate parking facilities;
- Landscape, buffer and screening regulations; and
- Regulations for signage.

**Objective 1.4:** The City shall discourage the proliferation of urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of energy-efficient public facilities and services that minimize costs and environmental impacts.

**Policy 1.4.1:** Coordinate with Santa Rosa County to establish joint policies regarding provision, location and expansion of urban services and facilities.

**Policy 1.4.2:** Adhere to the Public Schools Interlocal Agreement executed in October 2008, as amended, for siting of public school facilities and coordination on population projections.

**Policy 1.4.3:** Prioritize the funding of capital improvement projects in a manner that generally assigns priority to the renewal, reuse and/or rehabilitation of existing facilities or the replacement of existing obsolete or worn out facilities, as a preferred alternative to new construction.

**Policy 1.4.4:** The City shall encourage infill development through the use of higher density and higher intensity land use designations and mixed-use designations in areas desirable for infill development, and through the use of development incentives such as density bonuses, job creation, targeted business relocation bonuses and targeted redevelopment programs.

**Objective 1.5:** Ensure that future development and redevelopment activities occur in an orderly manner and in a pattern that promotes energy conservation, based on the future land uses assigned to appropriate areas of the City on the adopted Future Land Use Map (FLUM).

**Policy 1.5.1:** The adopted FLUM (Map 3.1, Volume II, Adopted Maps Atlas) contains and identifies appropriate locations for the land use categories, hereby established at the densities and intensities shown on the following table.

Future Land Use Categories	Max. Percent Residential <sup>(4)</sup>	Max. Percent Non-Residential	Maximum Density/Intensity <sup>(1)</sup>
Conservation (CNS)	N/A		N/A
Parks/Recreation (P/R)	N/A		0.25 FAR <sup>(3)</sup>
Public Facilities/Institutional (PF/I)	N/A		1.0 FAR
Low-Density (LDR)	100%	5%	1-4 du per acre <sup>(2)</sup>
Medium-Density (MDR)	100%	5%	5-10 du per acre
High-Density (HDR)	100%	5%	11-25 du per acre
Mixed-Use District (MXD)	75%	75%	11-40 du per acre/3.0 FAR
Neighborhood Business (NB)	50%	100%	1-10 du per acre/0.5 FAR
Commercial	30%	100%	5-30 du per acre/2.0 FAR

Future Land Use Categories	Percentage Res./Com-Use	Maximum Density/Intensity <sup>(1)</sup>
Conservation (CNS)	N/A	N/A

Parks/Recreation (P/R)	N/A	0.25 FAR
Public Facilities/Institutional (PF/I)	N/A	1.0 FAR
Low-Density (LDR)	95% / 5%	1-4 du per acre <sup>(2)</sup>
Medium-Density (MDR)	95% / 5%	5-10 du per acre
High-Density (HDR)	95% / 5%	11-25 du per acre
Neighborhood Business (NB)	40% / 60%	1-10 du per acre/0.5 FAR
Commercial	15% / 85%	5-30 du per acre/2.0 FAR

- (1) Density is based on gross square feet of parcel
- (2) DU means dwelling unit and only applies to categories that permit residential uses
- (3) FAR=Floor Area Ratio (square footage of total building area/square footage of parcel. In calculating the FAR, the square footage of the total building area shall include the square footage of all private parking garages.)
- (4) [Percentages based on developments total floor area.](#)

**Policy 1.5.2:** All development and redevelopment located within the Gulf Breeze CRA other than single-family detached dwellings and duplexes will be subject to the requirements established in Policy 1.3.3 relating to mitigation of compatibility issues, and shall undergo a review process that requires compliance with the City of Gulf Breeze *CRA and Central Business District Design Guidelines*.

**Policy 1.5.3:** The following uses are allowed in all land use categories except for the Conservation category and unless specifically prohibited in any other individual category, subject to standards and criteria set forth in this Plan and in the LDC:

- Accessory uses customarily incidental to the primary permitted use(s);
- Churches, schools, parks and open space, municipal facilities and other civic and cultural uses that don't meet the thresholds set within specific land use categories; and
- Minor public utilities such as telephone switching stations, lift stations, drainage infrastructure, small scale electrical generating and distribution facilities, and similar facilities.

**Policy 1.5.4: Conservation Land Use Category (CNS).** The conservation land use category is established for the long-term protection and preservation of publicly-owned lands that contain environmentally sensitive natural resources, such as wetlands, floodplains and unique ecological communities. Passive open space and passive recreational activities shall be the only uses allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural area land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

- Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.
- The City shall have the option of obtaining a conservation easement from private property owners to protect environmentally sensitive natural resources. Areas covered by a conservation easement shall be permitted the same land use activities as areas designated conservation land use on the FLUM. Regulations shall be included by March ~~2014~~2015 in the LDC to establish the process for conservation easements.

**Policy 1.5.5: Parks/Recreation Land Use Category (P/R).** The parks and recreation land use category is established to provide sufficient space for public parks for active and passive recreation use. The P/R land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. ~~The maximum height for all structures within the P/R category is 35 feet.~~

**Policy 1.5.6: Public Facilities/Institutional Land Use Category (PFI).** Areas delineated on the FLUM as PFI land use are established to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; public hospital facilities and health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar uses meeting threshold sizes established herein.

- ~~The maximum height for all structures within the PFI category is 35 feet.~~

- Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, otherwise these uses are allowed in any land use category.
- The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

**Policy 1.5.7: Low-Density Residential (LDR).** Areas delineated on the FLUM as LDR land use shall accommodate a minimum density of one (1) unit per acre and a maximum density of up to four (4) dwelling units per acre and shall be comprised of single-family detached homes on individual lots. ~~The maximum height for all structures within the LDR category is 35 feet.~~ Accessory residential uses (i.e., garage apartments) are permitted in the low-density future land use category, subject to standards and performance criteria set forth in the LDC that assures neighborhood character will not be adversely impacted and that infrastructure requirements, including adequate parking, are met.

**Policy 1.5.8: Medium-Density Residential (MDR).** Areas delineated on the FLUM as MDR land use shall accommodate a minimum density of five (5) dwelling units per acre and a maximum density of ten (10) units per acre. ~~Permitted housing types are single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities are also permitted.~~

~~The maximum height for Low-Density Residential all structures within the MDR category is 35 feet.~~

The LDC shall include performance standards for townhomes, condominiums and apartments that control the location of proposed buildings in relation to the overall dimension of the site, and require that adequate open space is provided, as well as significant landscaping and buffers that will effectively screen these developments from low-density residential zoning districts.

Condominium or apartment developments of more than 25 units shall provide recreational facilities to meet the needs of the population of the development.

**Policy 1.5.89: High-Density Residential (HDR).** Areas delineated on the FLUM as HDR land use are established to accommodate medium to high density residential development, which includes a variety of housing types such as townhomes, condominiums and apartments. ~~Nursing homes, assisted living facilities and independent living facilities are also permitted.~~

The HDR category is not intended for the development of low density, detached, single-family residences. Any existing single-family detached residences will be permitted to remain and shall not be considered a non-conforming use; however, the minimum density for any new residential development is ~~five-eleven (511)~~(5) dwelling units per acre and the maximum density is 25 units per acre.

- ~~The maximum height of all structures in the HDR category is 35 feet.~~
- The LDC shall include performance standards for townhomes, condominiums and apartments that control the location of proposed buildings in relation to the overall

dimension of the site, and require that adequate open space is provided, as well as significant landscaping and buffers that will effectively screen these developments from low-density residential zoning districts.

- Condominium or apartment developments of more than 25 units shall provide recreational facilities to meet the needs of the population of the development.

**Policy 1.5.10: Neighborhood Business (NB).** This land use category is intended to provide for a mixture of low-intensity professional offices and very limited retail shops designed in a way to be compatible with and enhance the general character of the surrounding area. While areas delineated on the FLUM as NB are established primarily to ensure availability of land for small-scale offices and retail, the City also acknowledges the possibility of a certain amount of low to medium density residential development in these areas. ~~The maximum height of all structures in the NB category is 35 feet.~~

**Policy 1.5.11: Mixed-Use Development (MXD).** The intent of the MXD land use category is to implement mixed use redevelopment as illustrated on the City's *Most Livable City Plan*. The MXD land use category is only allowed within the legal boundaries of the Gulf Breeze CRA and is intended to provide for a mixture of offices, retail, businesses, public educational facilities, and residential uses.

1. The minimum density for any new residential development shall be eleven (11) units per acre and the maximum density for new residential development shall be forty (40) units per acre.
2. Any new non-residential development shall have a minimum F.A.R. of 0.25 and a maximum F.A.R. of 3.0.
3. A mixed-use development shall include a mixture of land uses on the same site and/or in the same building. Uses may be mixed either horizontally or vertically.
4. All development within the MXD category shall be required to undergo site plan review for consistency with design guidelines adopted in the *City of Gulf Breeze Community Redevelopment Agency and Central Business District Design Guidelines*.

**Policy 1.5.12: Commercial Land Use Category (C).** The C land use category is only allowed within the legal boundaries of the Gulf Breeze CRA and is intended to implement the redevelopment and economic development strategies in the *City of Gulf Breeze Community Redevelopment Plan*. The C category is intended to provide for a mixture of high-quality professional offices, general retail establishments, service businesses, hotels and motels and automobile service and gasoline stations, cultural and tourist facilities, and mixed-use developments. While areas delineated on the FLUM as C are established primarily to ensure availability of land for commerce, the City also acknowledges the possibility of a certain amount of medium to high density residential development in these areas to promote the "urban center" character desired for the CRA.

1. The C category is not intended for the development of low density, detached, single-family residences. Any existing single-family detached residences will be permitted to remain and shall not be considered a non-conforming use; however, the minimum

density for any new residential development is five (5) units per acre and the maximum density is 30 units per acre.

- ~~2. Nursing homes, assisted living facilities and independent living facilities are permitted in the C category.~~
- ~~3. Although traditional heavy industrial uses are not allowed in the C category, certain industrial-type uses such as warehouses, high technology manufacturing facilities and similar light industrial uses may be considered compatible with the commercial and residential uses in the category, depending on the specific intent and design of the development project.~~
- 4.2. Criteria for the C category may include, but are not limited to, the following:
  - a. A mixed-use development may include a mixture of land uses on the same site and/or in the same building. For a mixed-use building, only offices, retail sales, services and restaurants are permitted on the ground floor.
  - b. The LDC shall include requirements for enhanced landscaping and screening between new development or redevelopment in a mixed-use category and any abutting low-density residential land use categories.
  - c. Unified architectural and streetscape themes are encouraged for all mixed-use developments, provided the themes are consistent with the *City of Gulf Breeze CRA and Central Business District Design Guidelines*.
- 5.3. All development within the C category, except for single-family detached residences, shall be required to comply with certain criteria, including but not limited to those listed below, [site plan review for consistency with](#), ~~that will be more specifically described in regulations that will be adopted by December 2014~~ in the LDC, the *City of Gulf Breeze Community Redevelopment Plan*, and the *City of Gulf Breeze CRA and Central Business District Design Guidelines*:
  - ~~a. All development shall undergo site plan review for consistency with design guidelines adopted in the *City of Gulf Breeze Community Redevelopment Plan and Central Business District Design Guidelines*;~~
  - b. ~~For all buildings proposed at a height over 35 feet, this site plan review for consistency with design guidelines adopted in the *City of Gulf Breeze Community Redevelopment Plan and Central Business District Design Guidelines* shall include specific review to mitigate any adverse compatibility impacts caused by the additional building height, including:~~
    - ~~• Enhanced landscape buffering;~~
    - ~~• Location of service drives and/or parking areas to mitigate noise and vehicular lights; and~~
    - ~~• Location and type of lighting, signage, dumpsters, etc.~~
    - ~~• Variable buffers, combining land and landscaping to achieve adequate separation of uses, appropriate open space, reduction of potential noise, light and glare, and screening of physical features of a proposed development;~~
    - ~~• Variable setbacks, based upon degree of difference in proposed density, intensity, scale, mass or height;~~
    - ~~• Placement and effective screening or shielding of site features such as lights, signs, dumpsters, loading areas, parking areas, outdoor storage or other features with potential negative impacts;~~
    - ~~• Effective transitions of on-site densities, intensities, scale, mass or height; and~~

- ~~• Other innovative site design features that strive to achieve compatibility and mitigate potential negative impacts.~~
- ~~ea.~~ By March 2014-2015 the City of Gulf Breeze shall approve an economic development incentive program and amend the Community Redevelopment Plan, as needed, to provide incentives that may be used to foster the relocation or expansion of targeted businesses to Gulf Breeze. This program may include, but not be limited to, development incentives such as targeted business relocation bonuses, job creation financial payments, and job training grants. It shall be the objective of this economic development incentive program to foster the cooperation of government and the private sector by providing an additional tool for the private sector to attract quality tenants with above-average wages that desire well-designed and landscaped quality development.
- ~~d.~~ ~~Based upon research and analysis and at the recommendation of the City Manager, the City Council may also impose reasonable conditions that meet or exceed the compatibility criteria described in Policy 1.3.3 that are intended to mitigate any proven adverse compatibility impacts caused by the additional building height.~~
- ~~ge.~~ Gateway Overlay Districts. In order to protect the aesthetic character of the entrances into the City, in addition to meeting the requirements of subsections a through d above, geographic boundaries for gateway overlay districts shall be delineated in the LDC. Within these overlay districts, special regulations on development shall be applied, including prohibition of certain uses permitted in the underlying commercial zoning district(s) and the establishment of special regulations for buffer, height, and similar performance criteria. Standards shall also be established in the *City of Gulf Breeze CRA and Central Business District Design Guidelines* for these overlay districts. When establishing the west gateway overlay district the regulations shall specify that within any portion of the C category west of U.S. Highway 98 and north of the Chanteclair Subdivision, no building shall exceed 60 feet in height and any building exceeding 35 feet in height must provide a 250-foot buffer from residential areas adjacent to the C Category. This buffer area cannot be used for another habitable structure or parking garage, except that ancillary uses such as surface parking, open space, swimming pools, landscaping and landscape features, stormwater areas, and ancillary structures (e.g., gazebos, decks, cabanas, lift stations, fire pits, refuse stations, etc.) shall be allowed within the 250-foot buffer.

**Objective 1.6: Protect and restore natural and historic resources through identification, classification, planning and management and limitations on use consistent with the degree of protection required. (Note: There are no existing potable water wells located within the City, nor are any proposed throughout the planning timeframe.)**

**Policy 1.6.1:** Coordinate with the Northwest Florida Water Management District (NFWMD) in its plans to develop and implement a comprehensive aquifer recharge area protection program and address this in the City's Water Supply Facilities Work Plan, which will be adopted by December 2011 and updated as required.

**Policy 1.6.2:** Require the review and approval of development proposals by the appropriate environmental agencies prior to the issuance of any development permit by the City.

**Policy 1.6.3:** Review the Florida Natural Areas Inventory (FNAI), during the Evaluation and Appraisal process, to update listed species and their habitats in the City.

**Policy 1.6.4:** Require development in identified flood prone areas to be in accordance with the City's Floodplain Management Ordinance. The LDC will continue to implement the FEMA floodplain restrictions by adhering to the Flood Insurance Rate Maps (FIRM), as updated. To prevent duplication of agency requirements for floodplain management, the LDC will be revised, and new definitions included that are consistent with the State and FEMA language.

**Policy 1.6.5:** Environmentally sensitive lands, as designated in the coastal management and conservation elements shall be protected through the process of development, redevelopment, land use plan amendments and changes in zoning. The protection of environmentally sensitive lands shall be accomplished by maintaining provisions in the City's LDC that require one or more best management practices techniques, based on the degree of protection required.

**Policy 1.6.6:** Encourage owners of historically significant housing (i.e. housing over 50 years of age) to apply for and utilize state and federal assistance programs and incentives to redevelop the structure in a manner sensitive to its original character.

**Policy 1.6.7:** The City shall ~~continue to enforce~~ ~~adopt~~ regulations in its LDC ~~by March 2014~~ that establish the conditions under which development shall require an archaeological survey and processes that will be used for the review of such identified developments

**Policy 1.6.8:** Coordinate with the South Santa Rosa/Escambia Resource Management Plan, as updated, in the implementation of its recommendations.

**Objective 1.7: Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be consistent with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.**

**Policy 1.7.1:** All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify that adequate sanitary sewer, potable water, stormwater management and solid waste facilities and services will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

**Policy 1.7.2:** ~~The City of Gulf Breeze has been designated a "Dense Urban Land Area" (DULA) pursuant to Section 163.3164, F.S., and hereby eliminates state mandated transportation concurrency.~~ The City shall monitor transportation ~~impacts and capacity~~ as a matter of local law. By ~~July~~ ~~March 2014~~ ~~2015~~, the City shall adopt land use and transportation strategies to support and fund mobility within the ~~Transportation-Concurrency-Exception Area (TCEA).~~ ~~City.~~

**Policy 1.7.3:** Ensure the availability of suitable land for public services and facilities by requiring dedication of adequate rights-of-way for use as roadways, to provide for potable water, sanitary sewer and stormwater management facilities, and for new construction, service extensions or facility improvements required by utility companies.

**Policy 1.7.4:** Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all

land use categories with the exception of the Conservation category. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

**Objective 1.8: Provide the opportunity for use of innovative land development regulations.**

**Policy 1.8.1:** The City shall review its planned unit development provisions in the LDC and make revisions by March ~~2014~~2015, if necessary, to ensure they are consistent with the goals, objectives and policies of the comprehensive plan.

**Policy 1.8.2:** The City shall continue to allow home occupations as long as they do not generate excessive traffic and parking, consistent with the LDC.

**Objective 1.9: Proposed new development, redevelopment and changes in future land use shall be coordinated with the local mitigation strategy and the regional hurricane evacuation study.**

**Policy 1.9.1:** Coastal area population densities shall be coordinated with the West Florida Regional Evacuation Study 2010, as updated.

**Policy 1.9.2:** The City shall implement the applicable recommendations of the Santa Rosa County Local Mitigation Strategy.

**Objective 1.10: New development in the City shall comply with "Smart Growth" principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City's land development regulations by March ~~2014~~2015:**

**Policy 1.10.1:** Development in the Gulf Breeze Community Redevelopment Area shall provide pedestrian-friendly street design to encourage walkability. As appropriate based upon size and scale, developments may include high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

**Policy 1.10.2:** New development and infill development may provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings in the Gulf Breeze Community Redevelopment Area and in planned unit developments.

**Policy 1.10.3:** Promote viable alternative transportation modes, including public transit facilities and connections, sidewalks and bicycle paths as well as, where safety criteria can be met, paths or routes for small electric vehicles.

**Policy 1.10.4:** The City may identify Subarea Districts comprised of individual adjacent parcels that function as a single mixed use development. This recognizes that small parcels can be redeveloped as the Mixed Use District (MXD) future land use classification without meeting the allowable mixture of uses table of Policy 1.5.1, provided that other uses within the

entire Subarea District meet the mixture criteria. Subareas shall be internally connected by local roadways, cross access easements or pedestrian pathways. Subarea District boundaries shall be mapped on the Official Future Land Use Map. Each Subarea District must include policies that describe the allowable uses, composition of mix, transportation requirements, community design standards, and any unique property characteristics that result in the need for a Subarea District designation.

**Subarea Policy 1.10.4.1** Andrew Jackson Trail Subarea District. This district is bound by US-98 to the west, Northcliff Drive to the north, existing residential use to the east, and Andrew Jackson Trail to the south. It consists of an existing shopping center plaza, office, commercial outparcels, and planned multi-family residential uses. Development within the Andrew Jackson Trail Subarea District shall be internally connected by internal roadways and sidewalks. The Subarea District will provide opportunities for residents to live, work, and play without the need to add external trips to the transportation network.

**Subarea Policy 1.10.4.2** Live Oak Village Subarea District. This district is bound by Pensacola Beach Boulevard to the west, US 98 to the north, Naval Live Oaks Nature Preserve to the east, and Santa Rosa Sound to the south. It consists of an existing shopping center plaza, office, commercial outparcels, and medium- and high-density residential uses. The residential and non-residential uses within this Subarea District should be internally connected to provide opportunities for residents to live, work, and play without the need to add external trips to the transportation network. The future extension of McAbee Court to the west, as described in Transportation Policy 1.8.3, will further promote connectivity within this Subarea District.

**Objective 1.11: Implement the City's *Most Livable City Plan* to maintain, protect, and enhance the quality of life for residents and businesses.**

**Policy 1.11.1:** Diversify the business mix, and encourage create mixed-use developments by implementing the Catalyst Site projects in the City's *Most Livable City Plan*.

**Policy 1.11.2:** Expand the trail and sidewalk network, to improve pedestrian safety and comfort.

**Policy 1.11.3:** Create new community gathering places, including a new community/civic center at Shoreline Park, Neighborhood Centers, and a "green" park in the Town Center catalyst site.

**Policy 1.11.4:** Disperse traffic from US 98 by adding parallel local routes.

**Policy 1.11.5:** Coordinate with the Santa Rosa County School District in a collaborative decision-making process to ~~R~~relocate the public school ball fields ~~to just~~ south of the High School to improve school bus access, vehicle circulation and increase available land along US 98 for mixed-use development.

**Policy 1.11.6:** Redevelop the East Gate Catalyst Site to create a medical office employment center that complements the Andrews Institute and Gulf Breeze Hospital.

Policy 1.11.7: Continue to coordinate with the Florida Department of Transportation (FDOT) to recommend the easternmost alignment of the Pensacola Bay Bridge reconstruction in order to maximize development potential and access for properties within the Bay Bridge Landing Catalyst Site.

Policy 1.11.8: Create a mixed use "main street" with a central green space in the Town Center Catalyst Site.

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## TRANSPORTATION ELEMENT

~~Pursuant to Section 163.3177(6)(j), Florida Statutes (F.S.), and Rule 9J-5.019, Florida Administrative Code (F.A.C.),~~ the Transportation Element addresses the City's existing and future transportation systems, including facilities for automobiles, public transit, bicycles and pedestrians. Transportation system facilities and services should be maintained and developed in a way that achieves the City's vision; therefore, this element provides for the assessment of current and future transportation system needs and enhancements to the community's transportation system by improving the interconnectedness of different modes of transportation, corridor management and connections between neighborhoods and neighboring jurisdictions. It also offers recommendations for public transportation and pedestrian/bicycle facilities to achieve greater multimodal connectivity.

~~Section 163.3180(5)(a), F.S. states that "...in urban centers transportation cannot be effectively managed and mobility cannot be improved solely through the expansion of roadway capacity, that the expansion of roadway capacity is not always physically or financially possible, and that a range of transportation alternatives is essential to satisfy mobility needs, reduce congestion, and achieve healthy, vibrant centers." The City of Gulf Breeze hereby qualifies as a Dense Urban Land Area (DULA) as defined in Section 163.3164(34) and is designated as a Transportation Concurrency Exception Area (TCEA) pursuant to Section 163.3180 (5)(b)1.a., F.S. Because the City has been designated a TCEA it must adopt~~ into its comprehensive plan land use and transportation strategies to support and fund mobility within the ~~exception area~~ [City](#).

The Future Transportation Map Series, **Maps 4.1, 4.2 and 4.3, Volume II, Adopted Maps Atlas**, establish the functional classification of the City's roadway system and its relationship to public transit and pedestrian/bicycling facilities within the City limits.

Goal 1:

**Promote the development of a financially feasible, safe and energy-efficient multi-modal transportation system that is integrated functionally and aesthetically into the surrounding land use framework and enhances the mobility needs of the City of Gulf Breeze.**

**Objective 1.1: Provide for a safe, convenient, and energy-efficient multi-modal transportation system.**

**Policy 1.1.1:** The City shall require both new development and substantial redevelopment to provide adequate safe pedestrian facilities on-site, to adjacent sites as practical, and in adjacent right-of-way. Such facilities shall include a direct link between the public sidewalk network and building entrance, lighted sidewalks along both sides of all internal roadways and, as appropriate, on the development side of adjacent roadways. Additionally, mitigation or elimination of existing pedestrian hazards (e.g. upgrading an intersection) may be required, as needed and dependent upon the magnitude of the development or redevelopment project.

**Policy 1.1.2:** Require that new development and infill redevelopment in the Gulf Breeze community redevelopment area provide the minimum vehicular parking spaces adequate to meet the needs of the specific land use, keeping in mind the possibility of sharing parking with adjoining uses if appropriate, and further the pedestrian-friendly character of the redevelopment area by:

- Where appropriate, locating parking to the side or behind the development to provide pedestrian accessibility to building entrances and walkways to the street, rather than separating the building from the street with parking areas.

- Providing clearly delineated pedestrian routes through parking lots to safely accommodate pedestrian and bicycle circulation and to minimize potential bicycle/pedestrian and automobile interaction.

**Policy 1.1.3:** When existing City roads are resurfaced or reconstructed or during the design of new City roads, pedestrian and bicycle facilities may be incorporated by providing for wide outside lanes, bicycle lanes, sidewalks, and/or other facilities when the available right-of-way is not physically constrained and when cost and design considerations are not prohibitive. The City shall coordinate with FDOT on improvements to US 98 or SR 399 to ensure that transit, bicycle and pedestrian facilities are incorporated to the maximum extent possible.

**Policy 1.1.4:** Control driveway and road connections through enforcement of regulations in the Land Development Code, such as the requirement for minimum distances between connections, design standards for driveways, minimum spacing and design standards for median cuts, and provisions for joint driveways. These regulations shall be consistent with FDOT's access management policies.

**Policy 1.1.5:** Require the provision of pedestrian and vehicular access to all parts of new development projects, including crosswalks at intersections, pedestrian actuated features at signalized intersections and curb cut sidewalk ramps.

**Objective 1.2:** Coordinate the transportation system with the Future Land Use Map (FLUM) and ensure that proposed population densities, housing and employment patterns, and land uses are consistent with the transportation modes and services proposed to serve these areas.

**Policy 1.2.1:** Review roadway improvements and new construction for consistency with the FLUM.

**Policy 1.2.2:** Applications for future more intense land use amendments or rezonings to more intensive designations shall be accompanied by a transportation impact study analyzing the impacts of the development allowed by the new category on the citywide transportation system.

**Objective 1.3:** Protect existing rights-of-way from building encroachment and require the reservation of future rights-of-way to provide for transportation needs within the City.

**Policy 1.3.1:** Protect existing rights-of-way from building encroachment by continuing to enforce provisions established in the Land Development Code that require:

- Developers to provide for required rights-of-way;
- Building setbacks appropriate to the functional classification of the road; and
- Right-of-way standards appropriate to the functional classification of the road.

**Policy 1.3.2:** Develop and maintain a listing of roadways requiring additional right-of-way to conform to the standards for the different functionally classified roads in the City.

**Objective 1.4:** Coordinate the transportation system with the plans of adjacent jurisdictions and the Florida-Alabama Transportation Planning Organization (TPO), the Northwest Florida Transportation Corridor Authority (NFTCA) and the Florida Department of Transportation (FDOT).

**Policy 1.4.1:** Continue active membership in the Florida-Alabama TPO to participate in the development of the long-range plan and the transit improvement plan to address regional transportation issues that impact the City of Gulf Breeze.

**Policy 1.4.2:** Review the FDOT Five-year Work Program on an annual basis when updating the Capital Improvements Element to monitor completion of improvements to state roadways in the City or roadways that could potentially impact the City.

**Policy 1.4.3:** Continue to participate in the activities of the NFTCA as it implements projects identified in Phase I of the Master Plan adopted in July 2008 to ensure fair representation of the City's views on regional transportation concerns.

**Policy 1.4.4:** Establish strategies, agreements and other mechanisms with adjacent jurisdictions and appropriate agencies to implement transportation provisions of this element.

**Objective 1.5: Develop strategies through transportation decisions and planning to address the reduction of greenhouse gas emissions, energy conservation and energy-efficient design.**

**Policy 1.5.1:** Require new and infill development and redevelopment when feasible to provide interconnections and access to existing and planned multi-modal transportation facilities, including sidewalks, bicycling and transit facilities.

**Policy 1.5.2:** Coordinate with Escambia County Area Transit (ECAT), when possible, to:

- Address the provision of efficient public transit services based upon existing and proposed major trip generators and attractors;
- Consider a fixed-route service to address transit needs between south Escambia County and south Santa Rosa County;
- Upgrade existing and provide new transit facilities as warranted such as park and ride lots, bus stops, bus shelters and signage.

**Policy 1.5.3:** Coordinate with the West Florida Regional Planning Council, Escambia County, Santa Rosa County and the City of Pensacola to:

- Promote car-pooling opportunities for commuters with the same destination;
- Facilitate bicycle, pedestrian and other non-motorized transportation options; and
- Develop transportation demand management programs to possibly modify peak hour travel demand and reduce the number of vehicle miles traveled per capita within the region.

**Policy 1.5.4:** Develop transportation system management strategies as appropriate to improve system efficiency and enhance safety.

**Objective 1.6: The City of Gulf Breeze shall use Quality/Level of Service (Q/LOS) for monitoring purposes in order to identify where multimodal improvements are needed, for guiding capital improvements facility/operations planning to achieve and maintain mobility, to reduce greenhouse gases, and to assist in determining a fair share that a development should contribute to the achievement of these mobility standards. Q/LOS shall not be used for development approvals based on capacity; however, Florida Statutes require the inclusion of**

~~of local roadway LOS standards, even within a TCEA, when roadway LOS is not the measure by which development is approved.~~

**Policy 1.6.1:** The City shall establish the following minimum Roadway Q/LOS standards for monitoring intersection capacity based on annual average daily trips (AADT), as follows:

- Arterials (4-lane and 6-lane) E+10%
- Arterials (2-lane) E + 30%
- Collectors D
- Local Roads D

**Policy 1.6.2:** The City shall annually monitor the Q/LOS status of arterials, collectors and state roadways within the City by obtaining from the State and ~~Coun~~County their most recent traffic counts at points along all roadways that would be affected by development in the City.

**Policy 1.6.3:** The City shall continue to use standards and guidelines for permitting the payment of proportionate fair-share contributions to mitigate locally and regionally significant transportation impacts consistent with section 163.3180-(~~465~~), F.S.

**Policy 1.6.4:** If a development requires roadway improvements, emphasis shall be upon intersection improvements to improve safety and reduce conflicts between modes; signalization/Transportation Demand Management improvements (especially those providing transit and pedestrian priority signalization); bicycle facility improvements, and pedestrian crosswalk/median improvements.

~~**Policy 1.6.5:** By December 20112015, the City of Gulf Breeze shall adopt mobility measures and identify numerical indicators for measuring the achievement of City mobility goals, including, but not limited to: modal splits, annual transit trips per capita, and automobile occupancy rates.~~

~~**Policy 1.6.6:**~~**Policy 1.6.5:** The City shall amend ~~the Concurrency Management System and any other relevant sections of~~ the Land and Development Code to reflect the adoption of the mobility standards and include any possible funding sources that will be used for alternative transportation improvements in the Five-year Schedule of Capital Improvements as updated annually.

~~**Policy 1.6.7:**~~**Policy 1.6.6:** Developments approved prior to the adoption of the mobility standards shall be required to provide any transportation improvements, modifications or mitigation required as part of the original development plan approval.

**Objective 1.7:** Create parallel alternatives to US 98 to implement the Preferred Transportation Alternative Condition Recommended Transportation Improvements from the City's Most Livable Plan to and enhance connectivity and safety for pedestrians, cyclists, transit users and vehicles .

**Policy 1.7.1:** Construct a new local street, adjacent to the public school facilities, that connects Fairpoint Drive to Shoreline Drive, as a parallel alternative to US -98. Coordinate with Santa Rosa County School District to promote pedestrian safety, continued educational use and future school expansion. At the time of final street alignment, determine if a grade separation is necessary to access the ballfields.

Policy 1.7.2: Construct a new local street that connects Andrew Jackson Trail to Pensacola Beach Boulevard. This new local street shall be a pedestrian oriented "Main Street" that serves as a parallel alternative to US-98.

Policy 1.7.3: Realign McAbee Court to connect Shoreline Drive to the Live Oak Village as a parallel alternative to US-98.

Policy 1.7.4: Prepare a Complete Street typical cross section for use when designing new local streets identified in the *Most Livable City Plan*.

Objective 1.8: Improving existing intersections to implement the Recommended Transportation Improvements from the City's *Most Livable Plan* and enhance connectivity and safety for pedestrians, cyclists, transit users and vehicles

Policy 1.8.1: Align Hoffman Drive and Andrew Jackson Trail at the intersection of US 98, with a directional northbound left permitted at the future unsignalized intersection to improve connectivity and safety.

Policy 1.8.2: Modify the geometry of the Daniel Drive, Shoreline Drive, and McAbee Court intersections to improve connectivity. The intersection at the high schools and Daniel Drive shall remain signalized.

Policy 1.8.3: Realign the unsignalized Shoreline Drive intersection at US 98 to a north-south alignment rather than the existing curved alignment to improve safety.

Policy 1.8.4: Realign McAbee Court to the east, concurrent with redevelopment and connected to the Live Oak Village redevelopment site. A roundabout may be located at the Pensacola Beach Boulevard and McAbee Court intersection.

Policy 1.8.5: Coordinate with the Florida Department of Transportation (FDOT) to reconstruct the existing Pensacola Beach Boulevard interchange at US 98 as an at-grade intersection if it becomes necessary to widen US 98 to six lanes. Reconstruct the northbound left movement (off-ramp from bridge) and eastbound right (on-ramp to bridge) as ramps. Convert the existing interchange to a signalized intersection to connect the hospital and shopping campus to the east with the Gulf Breeze community to the west.

Policy 1.8.6: The City shall continue to coordinate with the Florida Department of Transportation (FDOT) to recommend the easternmost alignment of the Pensacola Bay Bridge reconstruction in order to maximize development potential and access for properties.

Policy 1.8.7: Continue to monitor the coordinated signalized intersection system to reduce travel delay time and allow through trips to progress more quickly and fluidly along US 98.

Objective 1.9: Implement the bicycle and pedestrian facilities improvements of the City's Most Livable City Plan to enhance connectivity and safety for pedestrians and cyclists.

Policy 1.9.1: Connect the residential areas in western Gulf Breeze with the park, the school campus, and the redevelopment areas adjacent to US 98 with a dedicated bike trail along Shoreline Drive and Fairpoint Drive. Connect the realigned Shoreline Drive to the Boy Scout Trail south of US 98 by a dedicated "Share the Road" facility.

Policy 1.9.2: Evaluate the feasibility of constructing a pedestrian underpass to provide a connection between the school campus and the mixed use district and new main street.

Policy 1.9.3: Construct pedestrian crossings at the following signalized intersections to enhance connectivity and safety across US 98:

- A. US 98 and Fairpoint Drive to connect residential to the new main street.
- B. US 98 and Daniel Street to connect the school campus to the new main street
- C. US 98 and the Pensacola Beach Boulevard to connect Shoreline Drive and the mixed use development to the south with the hospital and office to the north.
- D. US 98 and the Hospital/ Live Oak shopping center to connect the hospital campus and the proposed hotel and mixed use office and retail buildings.

Policy 1.9.4: Coordinate with the Florida Department of Transportation (FDOT) to provide on-street bicycle facilities on US-98 that are aligned with the Pensacola Bay Bridge bicycle facilities.

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## HOUSING ELEMENT

*Pursuant to Section 163.3177(6)(f), Florida Statutes (F.S.), and Rule 9J-5.010, Florida Administrative Code (F.A.C.),* the Housing Element promotes the development of a range of housing choices that meet the needs of persons of all income levels and of all age groups and persons with special needs. This element provides for the maintenance or rehabilitation of the existing housing stock and explores the idea of seeking partnerships with housing providers and adjacent jurisdictions to accommodate and encourage the development of affordable and workforce housing units.

Goal 1:

**Encourage and support the provision of safe and affordable housing for the current and future residents of the City of Gulf Breeze.**

**Objective 1.1: The useful life of the existing housing stock shall be conserved through code enforcement activities and effective implementation of regulatory action programs directed toward preserving neighborhood quality and maintenance of community facilities.**

**Policy 1.1.1:** Continue to enforce building, housing, plumbing electrical and other construction codes to ensure the maintenance of standard housing and to achieve necessary corrective action through code enforcement actions where non-compliance exists.

**Policy 1.1.2:** Encourage eligible low-income homeowners to apply for rehabilitation assistance through county, regional or state programs.

**Policy 1.1.3:** Condemn and require demolition of those housing units which are determined not to be suitable for rehabilitation by public or private means.

**Objective 1.2: It is not economically feasible for the City of Gulf Breeze to meet all affordable housing needs within its jurisdiction because of high property values and very little vacant residential land or vacant land located within the coastal high hazard area. However, the City will continue to participate in agreements with adjacent jurisdictions to assist in the development of affordable housing on a project-by-project basis.**

**Policy 1.2.1:** Coordinate with affordable housing providers and adjacent jurisdictions to ensure that adequate sites and distribution of affordable housing sites, including sites for manufactured homes, are available for existing and future very-low, low- and moderate-income populations in the Gulf Breeze vicinity.

**Policy 1.2.2:** Mobile home subdivisions and parks of ten acres or greater shall be allowed in all residential categories. Mobile home subdivisions and parks are subject to landscape buffering requirements equivalent to commercial districts abutting residential uses. No mobile home subdivisions or parks are allowed in the Coastal High Hazard Area.

**Policy 1.2.3:** Consider the use of Federal, State and local subsidy programs and private for-profit and non-profit programs to provide adequate low and moderate income housing through interlocal agreements.

**Policy 1.2.4:** The City shall include affordable housing incentives for development in the Community Redevelopment Area in the Land Development Code by December ~~2014~~2016.

**Objective 1.3: Ensure that opportunities for group homes and foster care facilities as well as housing for the elderly are provided within the City.**

**Policy 1.3.1:** Dwelling units licensed to serve clients of the Florida Department of Children and Family Services that provide a living environment for seven to 14 unrelated residents who operate as the functional equivalent of a family are defined as Community Residential Homes pursuant to Section 419.001(1)(a), F. S., and shall be allowed in any multi-family residential land use category provided it meets the requirements of Section 419.001(3).

**Policy 1.3.2:** Homes of six or fewer residents which otherwise meet the definition of a Community Residential Home pursuant to Section 419.001(1)(a), F. S., shall be deemed a single-family unit and shall not be excluded from establishment within residential neighborhoods, provided that the group home is not located within a radius of 1,000 feet of another group home and that the residential nature of the neighborhood is maintained or upgraded and that such inclusion would not affect the safety of the existing residents or place residents of such facilities at risk.

**Policy 1.3.3:** Include in the City's Land Development Code principles and criteria to guide the location of group homes and foster care facilities. These principles and criteria seek to encourage the development of community residential alternatives to institutionalization while maintaining the character and quality of established neighborhoods.

**Objective 1.4: Encourage the identification and preservation of historically significant housing for residential or low-intensity business use if possible.**

**Policy 1.4.1:** Consider the adoption of a Historic Preservation Ordinance that provides identification criteria and preservation guidelines for historic and archaeological resources in Gulf Breeze. Housing eligible for the National Register will be considered as historically significant.

**Policy 1.4.2:** Coordinate with the Florida Department of State, Division of Historical Resources to assist property owners in applying for and utilizing available state and federal assistance programs for the rehabilitation and adaptive reuse of historically significant housing.

**Objective 1.5: Provide uniform and equitable treatment to persons displaced by public programs and projects, consistent with Section 421.55, F.S.**

**Policy 1.5.1:** Coordinate with appropriate agencies to prepare plans of action regarding relocation of residents before programs are enacted that will create displaced households. Such plans shall include, but are not limited to, the following:

- Timing of the relocation;
- Assessment of the need for the program that will displace households; and
- Costs associated with the displacement of such households.

**Objective 1.6: Coordinate with public, non-profit and private housing providers to formulate affordable housing implementation programs.**

**Policy 1.6.1:** Review regulatory and permitting processes every three years at a minimum and make any changes necessary to improve the public and private housing delivery process. Measures such as waiving processing fees for affordable housing projects and fast-track review of proposals for affordable housing will be considered.

**Policy 1.6.2:** Continue to participate in West Florida Regional Planning Council initiatives directed toward educating local governments about new techniques, especially programs applicable to the region and/or Santa Rosa County, for promoting affordable housing.

**Policy 1.6.3:** Coordinate with Santa Rosa County in facilitating the programs of the State Housing Initiative Partnership (SHIP) program, including down payment assistance, rehabilitation programs and the multi-family construction program for affordable and workforce housing.

**Policy 1.6.4:** Review use of City-owned property within or outside the City limits, for use as affordable housing sites and for placement on the Florida Affordable Housing Inventory of Publicly Owned Lands.

**Objective 1.7: To assist the private sector in providing an appropriate mix of housing types and to apply innovative planning and design techniques to ensure sustainability.**

**Policy 1.7.1:** Coordinate the development of future housing with supporting infra-structure such as schools, parks, emergency service, water and sewer services through private sector funding concurrent with development. Such private sector funding shall be accomplished through provisions such as, but not limited to, impact fees and provision of off-site improvements.

**Policy 1.7.2:** Encourage the development of multi-family and rental housing as a primary land use in areas where employment opportunities and infrastructure are available and where higher intensity development exists or is planned on nearby property, consistent with the Future Land Use Map Series.

**Policy 1.7.3:** Encourage the construction of energy efficient housing by implementing the Florida Model Energy Code.

**Policy 1.7.4:** Promote the use of cluster housing and planned unit developments to conserve open space and environmentally sensitive lands.

**Policy 1.7.5:** Incorporate incentives into the Land Development Code for residential developments that incorporate LEED, Florida Green Building Coalition, or similar professionally accepted green building guidelines and that use recycled or renewable materials and renewable energy sources in construction of residential units and developments.

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## INFRASTRUCTURE ELEMENT

*Pursuant to Section 163.3177(6)(c), Florida Statutes (F.S.), and Rule 9J-5.011, Florida Administrative Code (F.A.C.),* the Infrastructure Element, which includes sanitary sewer, solid waste, stormwater management, potable water and natural groundwater aquifer recharge, establishes guidelines for the provision of these necessary public facilities and services to meet the needs of the current and projected population in a manner that protects natural resources. Conservation was acknowledged as vital to residents in the City's 2008 visioning workshops as the conduit to a livable, environmentally friendly community recognizing that preservation and enhancement of local natural resources is invaluable to the longevity of the community. To achieve this, our modern way of life must coexist in harmony with the surrounding environment as much as possible. The City has developed a Stormwater Utility Master Plan to manage stormwater effectively in a way that protects the City's surface water and groundwater resources. These and other initiatives demonstrate the commitment to accomplish the purpose of this element by addressing the following:

- Design capacity of facilities
- Identify and implement conservation strategies for potable water
- Stormwater discharge standards
- Recycling program review for enhancement
- Further avenues for enhancing current and identifying needed partnerships
- Development of a comprehensive Infrastructure Master Plan for cost effectiveness and to prevent duplication
- Develop and maintain a Water Supply Plan for at least a 10 year period

Goal 1:

**Provide sanitary sewer, solid waste, stormwater management and potable water facilities and services that meet the needs of current and future residents of the City of Gulf Breeze in a manner that is sensitive to the City's natural resources and protects the quality and quantity of the Floridan aquifer system.**

**Objective 1.1: Correct existing facility deficiencies and provide for future needs by meeting adopted level of service standards, implementing recommendations in infrastructure master plans and through the adoption, implementation, and annual revision of the Capital Improvements Element.**

**Policy 1.1.1:** The following level of service standards are hereby adopted, and shall be used as the basis for determining the availability of facility capacity for all new development and redevelopment activities:

Facility	Level of Service Standard
Sanitary Sewer Facilities	100 gallons per person per day
Solid Waste Facilities	3.60 pounds per person per day
Stormwater Management Facilities (pursuant to Chapter 62-346, F.A.C.)	25-year storm frequency, 24-hour duration; treatment of the first one-half inch of runoff for sites less than 100 acres, and treatment of the first inch for sites greater than 100 acres
Potable Water Facilities	130 gallons per person per day

	<p>Maintain minimum daily flow of 1.0 MGD</p> <p>Maximum water capacity is 1.523 MGD</p> <p>Daily potable water pressure shall be no less than 35 pounds per square inch (psi). 20 psi is minimum per FDEP</p> <p>Potable water storage shall be a minimum of projected average daily flow</p>
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**Policy 1.1.2:** Implement the City's Stormwater Utility Master Plan, and update the plan every five years (beginning in March ~~2012~~2016) at a minimum to include a drainage facility capacity analysis, flood control performance assessment, and assessment of ground and surface water quality impacts. Develop a Master Infrastructure Plan that identifies all sewer, drainage, potable water and road construction needs in order to coordinate the construction of the facilities in a cost-effective manner and included in the Five-year Schedule of Capital Facilities as updated every year.

**Policy 1.1.3:** Pursue all sources of Federal, State and regional agency funds to implement the recommendations of the Master Infrastructure Plan.

**Objective 1.2: Maximize the use of existing infrastructure to the maximum extent possible and coordinate with adjacent jurisdictions for the extension or increase in capacity of facilities to meet future needs of the Gulf Breeze area.**

**Policy 1.2.1:** Correcting existing infrastructure deficiencies will take priority over construction of new facilities to meet future needs. The City establishes the following prioritization in the maintenance of existing infrastructure facilities and construction of new ones:

- Sanitary Sewer Facilities
  - Instances where the health and safety of users are compromised.
  - Reduction of effluent loss due to repetitive leakages and breaks.
- Stormwater Management
  - Reduction of pollutants in impaired water bodies.
  - Reduction of flooding in buildings and structures.
  - Reduction of flooding of highways.
  - Reduction of pollutants where studies show a statistically significant increase in pollutants.
  - Reduction of other types of flooding.
- Potable Water
  - Instances where the health and safety of water users are compromised.
  - Reduction of water loss from repetitive leakages and breaks.
  - Reduction of repetitive issues of quality including color, clarity and taste that do not pose a health risk.

**Policy 1.2.2:** Pursue the provision of regional stormwater management facilities, including those that could take the place of site-specific attenuation facilities. These regional facilities could either be developed by the City and, where appropriate, funded by development in lieu of construction of onsite private facilities or private landowners could enter into agreements to

provide regional stormwater management facilities. Water quality treatment facilities should be located onsite to promote source control of pollutants.

**Objective 1.3: Conserve potable water resources.**

**Policy 1.3.1:** Take the following actions to require and/or encourage conservation of potable water supplies:

- By December ~~2014~~2016, adopt a tiered conservation rate structure for users.
- Encourage Florida-friendly landscaping techniques utilizing native vegetation through a public education program in coordination with the agricultural extension service or other applicable agencies in order to reduce water usage for irrigation.
- Support public education programs encouraging water conservation, including programs sponsored by the NFWFMD,

**Policy 1.3.2:** Comply with procedures for emergency water conservation consistent with the plans of the Northwest Florida Water Management District (NFWFMD).

**Policy 1.3.3:** Adopt a Water Supply Facilities Work Plan by December ~~2014~~2016. The plan, which will be incorporated herein by reference, will address water supply facilities necessary to serve existing and future development within the City's utility service area.

**Policy 1.3.4:** The Water Supply Facilities Work Plan and supporting data and analysis shall be updated within one year of the update of the NFWFMD district water supply plan and will amend this element as necessary to incorporate any applicable policies.

**Policy 1.3.5:** When updating the Water Supply Facilities Work Plan, the City shall seek alternative sources of water in order to meet projected demand increases.

**Policy 1.3.6:** The Water Supply Facilities Work Plan shall be used to set priorities and coordinate the expansion and upgrade of facilities used to withdraw, transmit, treat, store and distribute potable water to meet future demands.

**Objective 1.4: Minimize the degradation of water quality resulting from stormwater management.**

**Policy 1.4.1:** No discharge from any stormwater management facility shall cause or contribute to a violation of water quality standards in waters of the State as provided for in Federal law, State statutes or City or County ordinances.

**Policy 1.4.2:** Encourage developers and property owners to provide a variety of stormwater management and low impact development (LID) practices, so that each practice will provide incremental benefits, and when combined all practices will:

- Preserve existing site assets.
- Minimize and control stormwater runoff at the source.
- Promote infiltration of stormwater runoff.
- Promote stormwater reuse.
- Minimize site disturbance.

**Policy 1.4.3:** Encourage new development and redevelopment to design stormwater management systems to incorporate BMPs including, but not limited to, filtration marshes, grassed swales planted with native vegetation, retention/detention lakes with enlarged littoral zones, upland buffers, preserved or restored wetlands, and meandering flow-ways.

**Policy 1.4.4:** Mitigation measures and best management practices relating to drainage shall be taken during construction activities to ensure that water quality is not degraded during the land clearing and construction or development. No cutting, clearing, grading, or filling shall be accomplished on any site under development unless appropriate devices have been installed to minimize pollution from objectionable materials, to control erosion, and to remove sediment from surface water runoff. Appropriate techniques shall also be used to stabilize and revegetate disturbed land upon completion of the project.

**Objective 1.5: Protect the function of natural systems, including groundwater recharge areas, natural drainage features, wetlands and surface water through the provision of adequate open space and the regulation of land use and building practices.**

**Policy 1.5.1:** Continue to enforce its stormwater management ordinance, which requires require new development to identify percolation areas, impervious surfaces, and potential impacts on groundwater levels and quality prior to approval of development plans.

**Policy 1.5.2:** Require all surface management facilities to meet or exceed, where possible, the design and performance standards specified in Chapters 62-346 and 62-4, F.A.C., and the Department of Environmental Protection and NFWFMD Resource Permit Applicant's Handbook, Volumes I and II.

**Policy 1.5.3:** If potable water wells are installed in the City, comply with the wellhead protection rules established in Rule 62-521, F.A.C. regarding the designation of wellhead protection areas and groundwater protection measures within the protection areas.

**Policy 1.5.4:** Continue the septic tank testing program in coordination with the Santa Rosa County Health Department to identify any undetected problems with surface or groundwater contamination. Where water quality problems related to septic tanks are determined, the City shall require connection to the central sewer system or, if central sewer is not available, use of on-site wastewater treatment systems shall be limited to the following conditions:

- Existing on-site wastewater treatment systems may remain in service as long as they perform satisfactorily in accordance with Florida Department of Environmental Protection (DEP) and Florida Department of Health (DOH) standards consistent with applicable Florida Statutes and the Florida Administrative Codes;
- For areas not characterized by severely rated soils, use of septic tank systems for new development shall be limited to areas where central service is not available, and shall only be permitted subsequent to the receipt of all applicable DEP and DOH permits; and
- Use of new on-site wastewater treatment systems shall be prohibited, unless there is not other alternative.

**Policy 1.5.5:** [Develop a strategy to transition private properties from septic tanks to central wastewater utility service over the next 20 years.](#)

## COASTAL MANAGEMENT ELEMENT

*Pursuant to Section 163.3177(6)(g), Florida Statutes (F.S.), and Rule 9J-5.012, Florida Administrative Code (F.A.C.),* the Coastal Management Element acknowledges the importance of the City's coastal resources and identifies methods to conserve and preserve the coast and protect its inhabitants while meeting the needs of residents and tourists. Coastal areas are an important economic asset as a provider of seafood, but are also attractive as a place to live and for tourists to visit. The supervision of this vital resource involves managing human activity to protect the natural resources of the coastal zone and to protect humans from coastal hazards. To fulfill this purpose, the following will be addressed:

- Maintenance, restoration and enhancement of the overall quality of the coastal zone environment, including but not limited to its amenities and aesthetic values.
- Continued existence of viable populations of all species of wildlife and marine life
- The orderly and balanced utilization and preservation, consistent with sound conservation principles of all living and nonliving coastal zone resources.
- Avoidance of irreversible and irretrievable loss of coastal zone resources.
- Ecological planning principles and assumptions to be used in the determination of suitability and extent of permitted development.
- Proposed management and regulatory techniques.
- Limitation of public expenditures that subsidize development in high-hazard coastal areas.
- Protection of human life against the effects of natural disasters.
- Preservation, including sensitive adaptive use of historic and archaeological resources.

Goal 1:

**Promote coastal development that maximizes aesthetic, environmental, recreational, economic, and safety opportunities by restricting activities that would damage or destroy natural and historic coastal resources and public and private property by limiting public and private expenditures in areas subject to destruction by natural disasters.**

**Objective 1.1: The environmental quality of coastal resources of the City of Gulf Breeze, including wetlands, bayous, estuaries, beaches, living marine resources, and wildlife habitat shall be protected, conserved, and/or enhanced.**

**Policy 1.1.1:** Annually review permitting and enforcement procedures to ensure compatibility with state and federal regulatory programs and to ensure adequate protection of the City's coastal resources.

**Policy 1.1.2:** Protect the quality and quantity of groundwater and surface water from development and redevelopment activity by requiring all developments to comply with the regulation and permitting requirements of the Department of Environmental Regulation and the Northwest Florida Water Management District, and by continuing to enforce the provisions of the City's Stormwater Management and Septic Tank Ordinances.

**Policy 1.1.3:** The wildlife and wildlife habitat of the City of Gulf Breeze will continue to be protected from development and redevelopment activity by preserving at least 48.8 percent of the City's land area in conservation use and by continued implementation of minimum standards

of the City's Wildlife and Wildlife Habitat Protection resolution (~~Resolution Number 10-86, [insert date]~~), which is hereby incorporated by reference.

**Policy 1.1.4:** Develop a program of community awareness of the importance of coastal resources through the City's website and newsletter.

**Policy 1.1.5:** Protect coastal resources, including wetlands, from development and redevelopment, through enforcement of the setback requirements, access provisions, buffer provisions and other guidelines contained in the applicable ordinances and the Land Development Code (LDC).

**Policy 1.1.6:** Protect coastal resources from development and redevelopment through the continued implementation of the recommendations of the Santa Rosa/ Escambia County Resource Management Plan.

**Policy 1.1.7:** Require the use of EPA stormwater best management practices (BMP's) during construction activity to limit sedimentation of adjacent waterbodies, protect living marine resources, and to minimize localized instances of estuarine pollution problems associated with construction activity.

**Policy 1.1.8:** The Future Land Use Map directs the future development of high density/intensity uses away from shoreline areas, which will reduce the potential pollution problems associated with stormwater runoff, thereby protecting the habitats of living marine resources from cumulative impacts of development and redevelopment activity.

**Policy 1.1.9:** The City will amend its LDC as required to ensure that:

- Site plans for new development identify the location and extent of wetlands on the property;
- Lot layouts and setbacks may be varied to allow for clustering of development on upland portions of wetland areas; and
- Where alteration of wetlands is necessary to allow for reasonable use of property, site plans must provide measures to maintain the natural hydrology of wetlands, such as roadway and/or driveway culverts.

**Policy 1.1.10:** Upon completion of the water quality component of the Stormwater Management Plan, the City will consider implementation of all recommendations specifying regulatory and/or management techniques for the restoration of natural resources degraded by poor water quality.

**Policy 1.1.11:** The City has designated several publicly owned sensitive natural resource areas as conservation areas on the Future Land Use Map to preserve and protect these areas from potential future disruptions and degradation.

**Policy 1.1.12:** The City will maintain or improve estuarine environmental quality by adopting a water quality component to the drainage level of service standard.

**Objective 1.2:** Promote public access to the City's waterfronts consistent with the public need, and promote water vistas and scenic views while protecting natural resources.

**Policy 1.2.1:** In designating future land use categories, the City has given priority to water-dependent/related uses and low density/intensity development, such as single family residential and conservation uses, for shoreline land uses.

**Policy 1.2.2:** The siting and development of marinas shall be in accordance with the City's Marina Siting Ordinance and will further consider any additional marina siting recommendations contained in the Resource Management Plan for Escambia/Santa Rosa Counties, Florida (1985). Provisions contained in the ordinance include requirements for adequate water depth, the maintaining of water quality standards, and the prohibiting of adverse impacts to historical/archaeological resources.

**Objective 1.3: Protect beach systems by continuing to enforce applicable provisions of the City's Shoreline Protection Ordinance and other protective regulations in the LDC.**

**Policy 1.3.1:** Continue to enforce building code requirements to eliminate unsafe conditions in the coastal area by ensuring that development and redevelopment is consistent with the Coastal Construction Control Line (CCCL) regulations and FEMA.

**Policy 1.3.2:** Development within coastal floodplains shall be in accordance with Federal Emergency Management Agency requirements for participation in the Flood Insurance Program, in addition to the requirements contained in the City's Flood Hazard Reduction and Stormwater Management Ordinances which exceed federal and state requirements.

**Policy 1.3.3:** Beaches shall be preserved and adequate mitigation measures required according to the provisions of the City's Shoreline Protection Ordinance, which requires shoreline protection structure and setback requirements in excess of FDEP and ACOE requirements.

**Objective 1.4: Through public and private recreation sites, Gulf Breeze citizens will continue to be provided access to the beach or shoreline consistent with Florida Department of Environmental Protection (FDEP) recommended standards.**

**Policy 1.4.1:** Continue to maintain City-owned public beach access sites and provide adequate parking facilities for each site consistent with recommendations of the FDEP and provided that encroachment of additional impervious parking areas does not occur in wetland and/or sensitive wildlife habitat areas.

**Policy 1.4.2:** Enforce the beach access component of its Shoreline Protection Ordinance, which prevents piers from hindering lateral movement on the beach, and continue to provide and maintain adequate public access to beaches and shorelines.

**Objective 1.5: Encourage protection, preservation, or sensitive reuse of historic and archaeological resources.**

**Policy 1.5.1:** Continue to cooperate with the Florida Department of State, Division of Historical Resources, in the identification of historic and archaeological resources in the City.

**Policy 1.5.2:** Sensitive reuse of historic resources will be given preference in permitting decisions over activities that would damage or destroy the resource.

**Objective 1.6: Level of service standards shall take into account the special needs that result from the unique circumstances and dynamics associated with the natural and manmade**

dynamics of the coastal planning area (CPA), including tidal fluctuations, coastal erosion, tropical storms, high water tables and coastal flooding.

**Policy 1.6.1:** Regularly evaluate existing infrastructure facilities to ensure that they satisfy the unique demands associated with the natural and manmade dynamics of the CPA and revise City regulations and requirements as needed.

**Policy 1.6.2:** The City has established LOS standards for roads, stormwater, parks, potable water, sanitary sewer, schools, and solid waste. The LOS standards that the City has established for these infrastructure items in the CPA are described in their respective elements of the comprehensive plan.

**Policy 1.6.3:** Development in the coastal area will be consistent with the goals, objectives, and policies of the Future Land Use Element, the population densities proposed in the comprehensive plan, and the funding strategy contained in the Capital Improvements Element related to the infrastructure demands generated by development or redevelopment in the coastal area.

**Objective 1.7: Coordinate coastal resource protection, including estuary protection, with adjacent local governments.**

**Policy 1.7.1:** Participate in working meetings with the City of Pensacola and Escambia and Santa Rosa counties to review pertinent land development regulations and comprehensive plan goals, objectives and policies for the purpose of ensuring consistency with regard to siting water-dependent uses, preventing estuarine pollution, controlling surface water runoff, protecting living marine resources, reducing exposure to natural hazards, and ensuring public access.

**Policy 1.7.2:** Coordinate with and review those permits for development in adjacent jurisdictions with the potential to adversely impact interjurisdictional natural resources, including estuaries.

Goal 2:

**Protect human life and limit public expenditures in areas subject to destruction by natural disasters.**

**Objective 2.1: Direct population concentrations away from the Coastal High Hazard Area (CHHA) through implementation of the Future Land Use Map.**

**Policy 2.1.1:** The CHHA in the City of Gulf Breeze is hereby defined as the area below the elevation of the Category 1 storm surge line as established by the SLOSH computerized model identified in the most current regional hurricane evacuation study.

**Policy 2.1.2:** Prohibit high density/intensity development within the CHHA.

**Policy 2.1.3:** Any construction in the CHHA will be in accordance with the FEMA requirements at a minimum, and other requirements within the LDC.

**Objective 2.2: Public expenditures that subsidize development permitted in the CHHA shall be limited to those developments that can provide evidence of natural disaster mitigation planning, provide for water related or water dependent uses, and/or include designs which restore or enhance natural resources.**

**Policy 2.2.1:** Infrastructure improvements in the CHHA will be limited to those necessary to protect human health or safety or those necessary to protect environmental quality.

**Policy 2.2.2:** The City has adopted and will continue to enforce several regulatory programs for general hazard mitigation that address flood hazard reduction, stormwater management, shoreline protection and septic tank setbacks, and specific performance standards for shoreline development.

**Objective 2.3: Coordinate with Santa Rosa and Escambia counties to maintain or reduce hurricane evacuation times as established in the Northwest Florida Hurricane Evacuation Study through appropriate land use and transportation planning and/or through development mitigation measures.**

**Policy 2.3.1:** In the event of a hurricane emergency the City will respond to the direction of the Santa Rosa County Office of Emergency Management in the implementation of emergency plans. Coordinated emergency activities will include warnings, public information, communications, evacuation, public shelters and related services.

**Policy 2.3.2:** Coordinate with the Santa Rosa County Office of Emergency Management and the Florida Department of Transportation (FDOT) to develop evacuation plans that maintain a roadway clearance time for the region consistent with the Northwest Florida Hurricane Evacuation Study.

**Policy 2.3.3:** Coordinate with Santa Rosa County and Escambia County to ensure consistency of evacuation procedures with the regional evacuation plan.

**Policy 2.3.4:** Prohibit the siting of group homes, nursing homes, and mobile homes within the Coastal High Hazard Area.

**Objective 2.4: Annually review the City's post-disaster redevelopment and hazard mitigation plans to reduce the exposure of human life and public and private property to natural hazards and to promote the health, safety and welfare of the community.**

**Policy 2.4.1:** Due to the City's natural configuration of land area, in addition to the existing environmentally protective land development regulations, compliance with the current local, state and federal regulatory requirements will guide interim post-disaster redevelopment activity.

**Policy 2.4.2:** The City's post-disaster redevelopment plan distinguishes between immediate repair and clean-up actions needed to protect public health and safety, and long-term repair and redevelopment activities.

**Policy 2.4.3:** Coordinate and amend the comprehensive plan and ordinances as needed to ensure consistency with the hazard mitigation plans of Santa Rosa County and applicable adjacent jurisdictions.

**Policy 2.4.4:** Immediate recovery actions needed to protect the public health and safety shall take priority in permitting decisions following disaster events.

**Policy 2.4.5:** If rebuilt, structures that suffer damage in excess of 50% of their appraised value shall be rebuilt in accordance with all current land use and building code requirements.

**Policy 2.4.6:** Review and revise land development regulations and participate in the preparation and implementation of a countywide redevelopment plan that include provisions for phasing out inappropriate coastal land uses as part of economic redevelopment and post-disaster redevelopment activities in conjunction with the review and revision of the City's post-disaster redevelopment plan.

**Policy 2.4.7:** Maintain an inventory of areas that have experienced repetitive storm damage in coastal storms.

**Policy 2.4.8:** Annually review and revise policies that address the removal, relocation or structural modification of damaged infrastructure and unsafe structures and that consider alternatives to redevelopment in areas of repetitive storm damage, consistent with federal and state funding provisions and regulations.

**Policy 2.4.9:** Continue to prohibit public expenditures in areas that have received repetitive damage in coastal storms except for those expenditures necessary to protect human health and safety or to protect natural resources.

**Policy 2.4.10:** Demolish structures deemed unsafe by the City Council assessing the property owner of the full costs.

**Policy 2.4.11:** Implement the City's Hurricane Plan that includes guidelines concerning debris clearance, immediate repairs and replacement of infrastructure, permitting needs, safety of residents and the like.

**Policy 2.4.12:** Coordinate with Santa Rosa County regarding hurricane evacuation and make recommendations as necessary to the Gulf Breeze City Council to ensure consistency with the Comprehensive Emergency Plan.

**Objective 2.5: Minimize risks to hospital patients and special needs population during an emergency situation.**

**Policy 2.5.1:** Health care facilities outside the storm surge area should establish aid agreements with similar facilities within the storm surge areas.

**Policy 2.5.2:** Health care facilities are to be responsible for evacuating their own patients or to provide onsite shelters for them.

**Policy 2.5.3:** Prepare an inventory of the special needs population within the City and identify the special needs shelters of the County to assist the County with their evacuation and sheltering.

## CONSERVATION ELEMENT

*Pursuant to Section 163.3177(6)(d), Florida Statutes (F.S.), and Rule 9J-5.013, Florida Administrative Code (F.A.C.),* the Conservation Element was created to promote the conservation, use and protection of natural resources of the City. The natural landscape within the City is a vital component to the residents of Gulf Breeze. During the 2008 visioning workshops, the conservation of the City's natural resources was one of the most discussed topics. This element will address the following items to accomplish the vision:

- Natural environmental resources, including energy conservation;
- Current and projected water needs and sources
- Depict natural resources on the future land use map series;
- Current and projected needs to maintain and enhance conservation practices;
- Capitalize on tourism and natural resource-based opportunities while preserving and improving existing residential quality of life; and
- Recognition, protection, protection and utilization of natural and geographic assets.

Goal 1:

**Protect, manage, and conserve the natural resources of the City of Gulf Breeze to ensure their continued best use for the current and future residents and visitors of the City.**

**Objective 1.1: Maintain or enhance air quality within the City in accordance with State and Federal standards.**

**Policy 1.1.1:** Any developments with the potential to emit pollutants into the air will be required to obtain the necessary permits from the Florida Department of Environmental Protection (FDEP) prior to issuance of a development permit by the City.

**Policy 1.1.2:** Encourage alternatives to single-occupancy vehicles, such as use of transit and provision of bicycle paths/lanes and sidewalks as long-term strategies to protect air quality.

**Objective 1.2: Conserve, appropriately use, and protect the quality and quantity of groundwater resources.**

**Policy 1.2.1:** Encourage local water conservation practices by establishing a tiered rate system.

**Policy 1.2.2:** Promote the use of water conservation practices by requiring the installation of water conserving devices in all new construction, such as water conserving toilets, showerheads and faucets, and promote and encourage the use of low-impact, water-efficient development.

**Policy 1.2.3:** Cooperate with the Northwest Florida Water Management District (NFWFMD) in the implementation of the District's Water Shortage Plan.

**Policy 1.2.4:** Implement applicable recommendations of the Escambia/Santa Rosa Counties Resource Management Plan.

**Policy 1.2.5:** Protect the Sand and Gravel Aquifer by ensuring that all abandoned wells are either capped or physically secured.

**Policy 1.2.6:** Distribute information pertaining to water conservation through print and electronic methods such as the City newsletter, emails and the City website.

**Policy 1.2.7:** Participate in the strategies set forth in the Regional Water Supply Plan that promote and facilitate water conservation efforts throughout Region II to reduce demand.

**Policy 1.2.8:** Maintain water infrastructure to prevent water loss by conducting annual checks.

**Policy 1.2.9:** Continue to participate as a member of the Fairpoint Regional Water Utility Authority to implement strategies for reducing per capita demand.

**Objective 1.3: Conserve, appropriately use, and protect the quality and quantity of surface water resources.**

**Policy 1.3.1:** Implement applicable and beneficial recommendations from the Pensacola Bay Surface Water Improvement and Management (SWIM) Program.

**Policy 1.3.2:** Pursue funding sources for implementation of water quality management programs through resources such as the Florida Water Protection and Sustainability Program.

**Policy 1.3.3:** Coordinate with environmental agencies having jurisdiction over waterbodies within the City to formally sample and analyze surface waters as needed.

**Policy 1.3.4:** Implement the recommendations related to water quality in the City's Stormwater Management Plan to prevent and reduce polluted stormwater for the conservation and protection of surface water resources.

**Objective 1.4: Conserve, appropriately use and protect natural and geographic resources, including fisheries, wildlife habitat, marine habitat, minerals, soils, and native vegetative.**

**Policy 1.4.1:** Coordinate with the Florida Fish and Wildlife Conservation Commission (FFWCC) to increase the public's knowledge of habitat protection and best management practices to protect endangered and threatened species, as well as species of special concern.

**Policy 1.4.2:** Recognize and appropriately utilize natural resources for tourism and other such economic development opportunities to preserve and improve the quality of the natural environment and residential quality of life by developing, implementing and enforcing applicable regulations within the Land Development Code.

**Policy 1.4.3:** The City shall encourage new developments to protect existing native vegetation in common areas and buffer zones and shall encourage additional planting of native plant species to enhance sparse vegetation in common areas and buffer zones.

**Policy 1.4.4:** Provide protection to identified endangered or protected species by maintaining over 48 percent of City land area in conservation as designated on the Future Land Use Map. Currently, the only known protected species is the Osprey, located in the Naval Live Oaks Reservation. When listed species are identified on a site, a habitat management plan shall be developed in coordination with the FFWCC.

**Policy 1.4.5:** Continue to comply with all state and federal regulations that pertain to protection of endangered, rare, and threatened species. If listed species are identified on a site, a habitat management plan shall be developed in coordination with the FFWCC.

**Policy 1.4.6:** The cumulative effect of development in the City of Gulf Breeze will not be permitted to significantly alter the natural functions of the City's natural resources, inhibit energy conservation or affect residential quality of life.

**Policy 1.4.7:** Coordinate with federal and state agencies to ensure the protection of City, State and Federally-owned natural reservation/conservation areas set aside for the protection of natural resources and public recreation by designating such areas as conservation uses on the Future Land Use Map and requiring assessment of the impacts of proposed adjacent development prior to approving development permits. If listed species are identified on a site, a habitat management plan shall be developed in coordination with the FFWCC.

**Policy 1.4.8:** Coordinate with Escambia and Santa Rosa counties to protect seagrass beds located within more than one jurisdiction by reviewing adjacent shoreline development proposals and recommending mitigative measures for proposed development likely to adversely affect seagrass beds.

**Policy 1.4.9:** Maintain an Environmentally Sensitive Lands Inventory which shall include wetlands under the jurisdiction of the FDEP and/or the U.S. Army Corps of Engineers, and all flood prone land areas classified by the Federal Emergency Management Agency as "A" Zones and "V" Zones on the Flood Insurance Rate Maps, and require that the location of these wetlands be identified on proposed site plans along with measures that will be taken to protect these wetlands.

**Policy 1.4.10:** The City's Land Development Code will require wetlands jurisdictional determinations by the FDEP and/or the U.S. Army Corps of Engineers within areas indicated as wetlands on the City's Natural Resource map, prior to development approval.

**Objective 1.5: Protect against soil erosion associated with development activities.**

**Policy 1.5.1:** Require that an erosion and sediment control plan be submitted prior to commencement of any development activities where necessary; that erosion and sedimentation control devices shall be properly installed and maintained throughout all development activities; and that all disturbed soil areas shall be permanently stabilized upon completion of development activities to reduce soil erosion.

**Policy 1.5.2:** Whenever possible, native trees, shrubs and ground cover will be maintained on development sites to prevent soil erosion.

**Policy 1.5.3:** The City shall prohibit mining operations.

**Objective 1.6: Conserve and protect natural wetlands in accordance with local, regional and state regulations.**

**Policy 1.6.1:** Require that proposed development plans identify the unique nature of any wetlands located on the site through consideration of type, value, function, size, and condition and include measures that will be taken to protect these wetlands and their natural functions.

**Policy 1.6.2:** Land uses that are incompatible with the protection and conservation of wetlands or their corresponding functions shall be distributed on proposed site plans in such a manner that minimizes the effect and impact on wetlands. Mitigation measures will be required of the property owner to compensate for loss of the natural wetland functions.

**Objective 1.7: Coordinate with the appropriate agencies to ensure that sources of hazardous wastes are identified and monitored.**

**Policy 1.7.1:** Continue the education of residents through a public awareness program to inform citizens of the recycling alternatives and disposal methods for hazardous waste utilizing the City website, newsletter and other communication means available to the City.

**Policy 1.7.2:** Continue to implement the Interlocal Agreement with Santa Rosa County concerning hazardous waste disposal and other corresponding requirements stipulated by the Solid Waste Management Act.

**Objective 1.8: Increase efforts toward sustainable development by developing strategies to reduce greenhouse gas emissions and to implement energy-efficiency measures in public and commercial buildings, where feasible.**

**Policy 1.8.1:** Promote awareness of environmental issues related to the built environment by developing environmental education content for the City's website, including making available environmental data such as water quality testing results from natural water bodies. The website shall also include "Green Building" benefits and highlight sustainable initiatives of the private or public sector.

**Policy 1.8.2:** Encourage the development community to obtain green certifications under the United States Green Building Council, Florida Green Building Coalition, Florida Yards and Neighborhoods Program, Energy Star and Florida Water Star™ programs by providing incentives that make these certifications advantageous.

**Policy 1.8.3:** To the extent feasible, all new facilities constructed by the City shall be designed and built according to the principles promoted by the Leadership in Energy and Environmental Design (LEED), Energy Star and Florida Water Star™ programs, as appropriate.

**Policy 1.8.4:** Conduct audits of every City facility at least once every five years to determine electric power usage and the potential for energy and cost savings in lighting, heating and cooling of air and water, equipment power usage, and potential alternative/renewable electric power generation sources.

## RECREATION AND OPEN SPACE ELEMENT

*Pursuant to Section 163.3177(6), Florida Statutes (F.S.)*, the Recreation and Open Space Element establishes a comprehensive system of public and private sites for recreational uses including natural reservations, parks and playgrounds, parkways, beaches, open spaces, waterways and other recreational facilities. During the visioning processes over the last two decades, recreation was identified as one of the main assets of the City and is illustrated by the commitment from both public and private recreation providers. A Recreation Master Plan was developed in 2004 to strategically enhance both the recreation and open space aspects of the City and established the framework for the following to be accomplished:

- Identification and installation of desired community facilities, services and amenities (City of Gulf Breeze Redevelopment Plan, Community Redevelopment Objectives, 2009);
- Enhancement and encouragement for public usage of existing facilities by recognizing and promoting the health, safety and welfare of the community;
- Assess current and projected needs for expanding opportunities;
- Encourage citizen participation by aiding service organizations in social and recreational activities; and
- Monitor and maintain areas that directly and indirectly affect recreational activities and designated open spaces.

Goal 1:

**Provide and maintain a comprehensive economical and aesthetically attractive diverse park and recreation system with suitable and high quality activities for residents and visitors to promote the health, safety and welfare of the community.**

**Objective 1.1: Ensure that all park and recreation facilities are accessible to all residents and visitors.**

**Policy 1.1.1:** Ensure safe and adequate parking for recreational facilities

**Policy 1.1.2:** Identify modes of interconnectivity between present and future facilities and sites with existing and planned transportation systems.

**Policy 1.1.3:** Ensure access for the physically handicapped to all City-owned parks through retrofitting existing facilities and including these facilities in new parks.

**Policy 1.1.4:** Maintain safe and sufficient public shoreline access to recreational surface waters.

**Policy 1.1.5:** Provide for safe, convenient and accessible pedestrian and bicycle shared-use paths to recreational and open space areas.

**Policy 1.1.6:** Identify possible environmentally friendly alternative nodes for inter-city transit to recreational facilities and open space areas such as golf cart paths to promote energy conservation and ease of access.

**Policy 1.1.7:** Recognize and implement means to identify pedestrians as first priority in access of all recreational and open space areas to promote the safety and welfare of residents and visitors.

**Policy 1.1.8:** Sufficiently fund adequate supervision and maintenance of open spaces and recreational facilities for safety of the users and protection of a public investment.

**Objective 1.2: Develop and implement a program to coordinate public and private resources to meet recreation demands.**

**Policy 1.2.1:** The City Council appointed "Parks Advisory Board" will coordinate the use of public recreational resources with private recreational resources.

**Policy 1.2.2:** Continue and expand the use of interlocal agreements with the School Board and any other agency, organization or private interest to ensure sufficient facilities for active recreational opportunities all year to prevent duplication of services and to encourage cost.

**Policy 1.2.3:** Expand Shared Use Path system in a fiscally sound manner while meeting the needs ~~if of~~ the residents to provide a "walkable and bikeable community" through a Shared Use Master Plan.

**Objective 1.3: Ensure that parks and recreation facilities are adequately and efficiently provided.**

**Policy 1.3.1:** Provide recreational facilities at a level of service standard of a minimum of five acres per 1,000 residents of the City.

**Policy 1.3.2:** Maintain a prioritized list of projects to overcome deficiencies in parks and recreational facilities, identify alternatives to meet these needs, and implement these alternatives as resources permit.

**Policy 1.3.3:** Maintain a computerized inventory and map of all public and private parks, recreational facilities and open space lands and facilities.

**Policy 1.3.4:** Require preservation of open space by enforcing setback, landscaping, buffer zone, and park dedication requirements in the LDC setting forth specific definitions and standards.

**Policy 1.3.5:** Update the Recreation Master Plan every five years at a minimum and include community workshops to identify parks and recreation needs.

**Policy 1.3.6:** Maintain and review annually a prioritized project list based upon the Master Plan to ensure its fulfillment based on the needs of the residents to properly plan for prevention of deficiencies in recreational and open space accommodations and facilities.

**Policy 1.3.7:** No designated recreational or open space land will be diverted to other uses except in specific cases of overriding public interest and when they can be replaced with the same amount of recreational or open space in a location consistent with the Master Plan and Vision 2020.

**Policy 1.3.8:** Solicit input from residents on planning and design of facilities and activities while maintaining a balance of recreational interests for current and future residents.

**Policy 1.3.9:** Evaluate programs through attendance, surveys and the like to determine its effectiveness and satisfaction to assist in planning current and future activities and corresponding facilities.

**Objective 1.4:** Recognize and exploit the significant contribution recreation and open space has as a quality of life factor in the economic prosperity of the community.

**Policy 1.4.1:** Pursue funding mechanisms to enhance facilities and programs to include private donations when appropriate to fulfill the goals and objectives of the Master Plan.

**Policy 1.4.2:** Promote recreational and open space opportunities with electronic and print media to residents, visitors and commercial interests through the City website, the Chamber of Commerce and local businesses.

**Policy 1.4.3:** Utilize recreational and open space areas as incentives for redevelopment in the Community Redevelopment Area.

**Objective 1.5:** Continue to maintain and improve aesthetic appeal of all existing and future recreational facilities, areas and open spaces.

**Policy 1.5.1:** Develop a beautification plan for the City in concert with the CRA Design Guidelines to ensure visual continuity throughout the City.

**Policy 1.5.2:** Ensure that no foreign species of plants will encroach upon and inhibit the natural growth and sustainability of native species by identifying native and approved foreign species for plantings within the Land Development Code.

**Policy 1.5.3:** Follow standard design guidelines for all recreational and open space areas consulting policies of current Natural Resource Protection Areas and Crime Prevention through Environmental Design (CPTED) criteria.

**Policy 1.5.4:** Continue to upgrade and modernize parks according to the Parks and Recreation Master Plan and the Capital Improvements Schedule.

**Objective 1.6:** Ensure adequate planning for activities and access corridors to prevent congestion and overcapacity issues that will diminish the quality of the recreational facilities and open spaces even though the level of service standard may be adequate.

**Policy 1.6.1:** Continue to partner with the Gulf Breeze Sports Association for proper planning and use of facilities to research and initiate new programs, open space and facilities for residents and non residents.

**Policy 1.6.2:** Continue to implement and expand efforts to ensure public awareness and utilization of programs and facilities to properly meet the needs of the community.

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## PUBLIC SCHOOL FACILITIES ELEMENT

*Pursuant to Section 163.3177(12), Florida Statutes (F.S.),* the Public School Facilities Element establishes the basis for coordination between the county school board and local governments for public school planning, and the review and approval of residential development to ensure that school capacity does not exceed at the adopted level of service (LOS) standard ~~is available prior to or concurrent with the student impact associated with residential development.~~

Goal 1:

**Collaborate and coordinate with the School Board of Santa Rosa County (School Board) to ensure the availability of high quality public school facilities which meet the needs of the City of Gulf Breeze's existing and future population.**

**Objective 1.1: Coordinate existing and planned public school facilities with the plans for supporting infrastructure.**

**Policy 1.1.1:** Coordinate the timing of new development with adequate school capacity, according to the adopted LOS. ~~Where capacity will not be available to serve students from the proposed development and concurrency provisions pursuant to Section 163.3180, Florida Statutes (F.S.) are not met, the City will use the lack of school capacity as a basis for denial of petitions for final subdivisions or site plans for residential development.~~

**Policy 1.1.2:** The City of Gulf Breeze is a party to the Interlocal Agreement for Public School Facilities Planning in Santa Rosa County (Interlocal Agreement), along with the School Board, Santa Rosa County and the municipalities of Jay and Milton, as required by Section 1013.33, F.S. The interlocal agreement includes procedures for:

- Joint meetings;
- Student enrollment and population projections;
- Coordinating and sharing of information;
- School site analysis;
- Supporting infrastructure;
- Comprehensive plan amendments, rezonings and development approvals;
- Education Plant Survey and Five-Year District Facilities Work program;
- Co-location and shared use;
- Implementation of school concurrency, including levels of service standards, concurrency service areas, and proportionate-share mitigation;
- Oversight process; and
- Resolution of disputes.

If a change or revision to the items addressed by the Interlocal Agreement is proposed by the School Board, Santa Rosa County, the cities of Gulf Breeze and Milton and/or the Town of Jay, it shall be accomplished by the execution of an amendment to the Interlocal Agreement by all parties and the adoption of amendments to the comprehensive plans of all the jurisdictions. The revisions shall not be effective until all plan amendments are effective and the amended Interlocal Agreement is fully executed.

**Policy 1.1.3:** A representative of the school district, appointed by the School Board, shall be included as a nonvoting member of the City's Local Planning Agency, as required by Section 163.3174, F.S.

**Policy 1.1.4:** By February 1 each year, all jurisdictions in Santa Rosa County will provide the School Board with a report on growth and development trends within their jurisdiction. This report will include information such as: future land use map amendments and rezonings that increase residential densities; residential building permits issued during the preceding year and their location; and development orders containing a requirement for the provision of a school site as a condition of approval.

**Policy 1.1.5:** Each year, prior to the adoption of the School Board's Five-Year Facilities Work Program, the School Board shall provide the proposed work program to the City, along with a general education facilities report. The educational facilities report shall contain information detailing existing facilities and their locations and projected needs. After review and consideration, the School Board shall adopt a financially feasible Five-Year Facilities Work Program by October 1 of each year and shall provide the final adopted plan to the County and its municipalities within 15 days after adoption.

**Policy 1.1.6:** The City shall coordinate with Santa Rosa County, the City of Milton, the Town of Jay and the School Board regarding an annual review of school enrollment projections, and procedures for annual update and review of school board and local government plans, including the review of this element.

**Objective 1.2: Enhance community/neighborhood design through effective school facility design and siting standards. Encourage the siting of school facilities so they serve as community focal points and coordinate the location of public schools with the Future Land Use Map (FLUM).**

**Policy 1.2.1:** To ensure compatibility between public school facilities and surrounding land uses, the School Board shall provide notice to a local government prior to acquiring or leasing property in its jurisdiction that may be used for a new public education facility. The local government shall in turn advise the School board of the site's consistency or inconsistency with the land use categories and policies of the local government's comprehensive plan, including any design guidelines, pursuant to the Interlocal Agreement for Public School Facility Planning.

**Policy 1.2.2:** Consistent with policies in the Future Land Use Element, public schools are an allowable use in all future land use categories except Conservation and Parks/Recreation. The Land Development Code may also include siting standards for schools, consistent with the local government comprehensive plan.

**Policy 1.2.3:** To reduce hazardous walking conditions consistent with Florida's Safe Ways to School program, the City, in coordination with the School Board, shall implement the following strategies:

- New developments adjacent to school properties shall be required to provide a right-of-way and a direct access path for pedestrian travel to existing and planned school sites, and shall connect to the neighborhood's existing pedestrian and bicycle network;
- For new development and redevelopment within two miles of an existing or planned school, the City shall promote sidewalks (complete, unobstructed, and continuous with

a minimum width of five feet) along the corridor that directly serves the school, or qualifies as an acceptably designed walk or bicycle route to the school.

- In order to ensure continuous pedestrian access to public schools, priority will be given to cases of hazardous walking conditions pursuant to Section 1006.23, F.S., and specific provisions for constructing such facilities will be included in the City's schedule of capital improvements adopted each fiscal year; and
- Evaluate school zones to consider safe crossing of children along major roadways, including prioritized areas for sidewalk improvements including: schools with a high number of pedestrian and bicycle injuries or fatalities, schools requiring courtesy busing for hazardous walking conditions, schools with significant walking populations, but poor pedestrian and bicycle access, and needed safety improvements.

**Objective 1.3: Coordinate the location of public schools relative to the location of other public facilities to the maximum extent possible.**

**Policy 1.3.1:** Coordinate the location of public schools relative to the location of other public facilities such as parks, libraries and community centers to the maximum extent possible.

**Policy 1.3.2:** Coordinate with the School Board to permit the shared-use and co-location of school sites and City facilities with similar facility needs, pursuant to the Interlocal Agreement, as it may be amended. Participate in the coordination of the location, phasing, and design of future school sites to enhance the potential of schools as recreation areas.

**Policy 1.3.3:** Coordinate efforts to rehabilitate existing or build new school facilities and expansions that may serve as and provide emergency shelters as required by Section 163.3177, F.S., and coordinate with the School Board regarding emergency preparedness issues and plans.

**Policy 1.3.3:** [Encourage the joint use of school facilities and reciprocal use of municipal recreational facilities.](#)

**Policy 1.3.4:** [Coordinate with Santa Rosa County School District to collaboratively develop a long-term strategy to relocate the ball fields immediately adjacent to the high school site.](#)

**Objective 1.4: Projects necessary to address existing deficiencies and to meet future needs based upon the adopted levels of service will be included in the School Board's financially feasible Five-year District Facilities Work Program.**

**Policy 1.4.1:** [Policy 1.4.1:](#) The Five-Year District Facilities Work Program shall be coordinated with the District Educational Facilities Work Plan, the plans of other local governments, and the concurrency service area map.

**Policy 1.4.2:** [Policy 1.4.2:](#) The Five-Year District Facilities Work Program shall be updated annually to add a new "fifth year" and will include school capacity sufficient to meet anticipated student demand as projected by Santa Rosa County and its municipalities, based on adopted level of service standards in this element. The City shall update its Capital Improvements schedule on an annual basis by December 1 and will incorporate the upcoming five years of the School Board's District Facilities Work Program. The City and the School Board shall coordinate

during updates or amendments to the City's comprehensive plan and updates or amendments to long-range plans for School Board facilities.

**Objective 1.6: Objective 1.5: Coordinate petitions for future land use amendments, rezoning, and approval of subdivision and site plans for residential development with adequate school capacity.**

**Policy 1.6.1: Policy 1.5.1:** The City shall coordinate anticipated student growth based on future land use map projections of housing units with the School Board's long range facilities needs over 5-year, 10-year and 20 year periods.

**Policy 1.6.2: Policy 1.5.2:** All school related amendments of the comprehensive plan shall be provided to the School Board at least 45 days prior to transmittal. The School Board may provide comments to the relevant local government either in writing at least 15 days prior to the public meeting or by attending and providing comments at the local planning agency meeting. The City shall take into consideration the School Board comments and findings on the availability of adequate school capacity when considering the decision to approve comprehensive plan

**Policy 1.6.3: Policy 1.5.3:** The City shall give priority consideration to petitions for land uses, zoning and final subdivision and site plans for residential development in areas with adequate school capacity or where school sites adequate to serve potential growth have been donated to or set aside as reflected in a written agreement approved by the Santa Rosa County School Board.

**Policy 1.6.4: Policy 1.5.4:** In reviewing petitions for future land use amendments, zoning amendments, or subdivision and site plans for residential development that may affect student enrollment or school facilities, the City shall consider:

- The compatibility of land uses adjacent to existing schools and reserved school sites;
- The co-location of parks, recreation and community facilities with school sites;
- The linkage of schools, parks, libraries and other public facilities with bikeways, trails, and sidewalks;
- Ensuring the development of traffic circulation plans to serve schools and the surrounding neighborhood and to include interconnectivity of neighborhoods when feasible;
- Providing off-site signalization, signage, access improvements and sidewalks to serve all schools;
- School Board staff comments and findings of available school capacity for comprehensive plan amendments and other land-use decisions; and
- Available school capacity or planned improvements to increase school capacity

**Objective 1.7: Objective 1.6: Manage the timing of residential subdivision approvals, site plans or their functional equivalent to ensure adequate school capacity is available consistent with adopted level of service standards for public school concurrency.**

**Policy 1.7.4: Policy 1.6.1:** Consistent with the Interlocal Agreement, the City and School Board agree to the following standards for school concurrency in Santa Rosa County;

- Consistent with the Interlocal Agreement, the uniform, district-wide level of service standards are initially set as follows:

Type of School	Level Of Service Standards
Elementary	105% of permanent FISH capacity
Middle	105% of permanent FISH capacity
Combined Jr/Sr High	90% of permanent FISH capacity
High	105% of permanent FISH capacity

Potential amendments to the level of service standards shall be considered at least annually at the staff working group meeting to take place no later than April 15<sup>th</sup> of each year. No level of service standard shall be amended without a finding that the amended level of service standard is ~~financially feasible~~, supported by adequate data and analysis and can be achieved and maintained within the period covered by the first five years of the Capital Facilities Plan.

- School Education Service Areas: The School Education Service Areas (ESAs) shall coincide with the adopted transportation impact fees areas within Santa Rosa County, as established in the Interlocal Agreement.

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- ~~Concurrency Service Areas: The concurrency service areas shall be as shown in Map 10.1, Volume II, Adopted Maps Atlas. The amended concurrency service area shall not be effective until all plan amendments and the amended Interlocal Agreement are fully executed. No concurrency service area shall be amended without a finding that the amended concurrency service area boundaries are financially feasible.~~
- ~~Maximizing Concurrency Service Areas: Concurrency service areas shall maximize capacity utilization, taking into account transportation costs, limiting maximum capacity student travel times, achieving socio-economic, racial and cultural diversity objectives, and other relevant factors as determined by the School Board's policy on maximization of capacity. Other considerations for amending concurrency service area may include safe access (including factors such as the presence of sidewalks, bicycle paths, turn lanes and signalization, and general walkability), diversity and geographic or man-made constraints to travel~~
- Student Generation Rates: Consistent with the Interlocal Agreement, the School Board staff, working with the county and municipal staffs, will develop and apply student generation multipliers for residential units by type and projected price for schools of each type, considering past trends in student enrollment, in order to project school enrollment. The student generation rates shall be determined by the School Board in accordance with professionally accepted methodologies, shall be updated as necessary and shall be adopted into the City comprehensive plan.
- School Capacity and Enrollment: The Department of Education permanent Florida Inventory of School Houses (FISH) capacity is adopted as the uniform methodology to determine the capacity of each school. Relocatable buildings are not considered in the calculation of permanent capacity. School enrollment shall be based on the annual enrollment of each school based on actual counts reported to the Department of Education in October of each year.
- ~~Concurrency Availability Standard: The City shall amend the Concurrency Monitoring System in its land development regulations to be consistent with amended Section 163.3180, F.S., as amended.~~

- Subdivision and Site Plan: In the event that the School Board finds that there is not sufficient capacity ~~in the affected concurrency service area~~ to address the impacts of a proposed development without exceeding the adopted LOS, the following shall apply. Either (i) the site plan or final subdivision plat must provide capacity enhancement sufficient to meet its impacts through proportionate share mitigation; or (ii) approval of the site plan or final subdivision plat must be conditioned upon the ability of the capacity enhancement and level of service to be sufficient to meet the impacts. The amount of mitigation required shall be determined by the Department of Education's most current cost per student station applicable to Santa Rosa County.
- Options for providing proportionate share mitigation for any approval of additional residential dwelling units that triggers a failure of level of service for public school capacity shall include the following:
  1. Contribution of, or payment for, acquisition of new or expanded school sites; or
  2. Construction or expansion of permanent school facilities within the same concurrency service area or an adjacent concurrency service area; and,
  3. Educational Facility Benefit Districts.
- Mitigation shall be directed to projects on the School Board's Five-Year Capital Facilities Plan that the School Board agrees will satisfy the demand created by that development approval, and shall be assured by a legally binding development agreement between the School Board, the City, and the applicant, executed prior to the issuance of the final subdivision plat, site plan or functional equivalent. If the school agrees to the mitigation, the School Board must commit in the agreement to placing the improvement required for mitigation in its Five-Year Capital Facilities Plan. This development agreement shall include the landowner's commitment to continuing renewal of the development agreement upon its expiration.

**Policy 1.7.2: Policy 1.6.2:** Proportionate share mitigation will be calculated by multiplying the number of additional student stations projected to be generated by the proposed development by the average cost per student station.

**Objective 1.8: Objective 1.7:** Monitor the Public Schools Facilities Element in order to assure the best practices of the joint planning processes and procedures for coordination of planning and decision-making.

**Policy 1.8.1: Policy 1.7.1:** The City of Gulf Breeze and the Santa Rosa County School Board will coordinate during updates or amendments for long-range plans for School Board Facilities.

**Policy 1.8.2: Policy 1.7.2:** ~~Consistent with Section 163.3177(12)(g), Florida Statutes, the~~ The Public School Facilities Element shall include future conditions maps showing existing and anticipated schools over the five-year and long term planning periods. The maps of necessity may be general over the long term planning period and do not prescribe land use on a particular parcel of land. Map 10-1, Volume III, Adopted Maps Atlas, is included in this element.

## INTERGOVERNMENTAL COORDINATION ELEMENT

*Pursuant to Section 163.3177(5)(b) and 163.3177(6)(h), Florida Statutes (F.S.), and Rule 9-5.015, Florida Administrative Code (F.A.C.),* the Intergovernmental Coordination Element was created to facilitate communication between adjacent jurisdictions and districts in order to coordinate planning goals, to reduce or eliminate duplication of efforts and to promote partnering within the growth management framework. Therefore, in order to accomplish this purpose, the following will be addressed in this element:

- Identify and resolve incompatible goals, objectives and policies;
- Determine existing coordination mechanisms needs and quality; and
- Evaluate Santa Rosa County, Escambia County, the City of Pensacola and other units of government providing service to or receiving service from the City, independent special districts, regional and State agencies.

Goal 1:

**Provide for coordinated and consistent planning processes necessary and proper for growth and development in the City of Gulf Breeze to ensure the delivery of quality municipal services and facilitate sustainable development practices by maintaining positive and interactive intergovernmental relationships.**

**Objective 1.1: Coordinate the preparation and implementation of the City of Gulf Breeze Comprehensive Plan with the plans of adjacent local governments, Santa Rosa County School Board, and other units of local government providing services but not having regulatory authority over the use of land.**

**Policy 1.1.1:** Continue to further the appropriate goals and policies of the State Comprehensive Plan and the West Florida Regional Planning Council (WFRPC) Strategic Regional Policy Plan (SRPP) as updated.

**Policy 1.1.2:** Coordinate with existing resource protection plans of other government agencies and entities including the Florida Department of Environmental Protection (FDEP), Northwest Florida Water Management District (NFWFMD) and Santa Rosa County, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

**Policy 1.1.3:** Participate in the development of updates to the NFWFMD's Water Supply Assessment and District Water Supply Plan and in other water supply development-related initiatives facilitated by NFWFMD that affect the City.

**Policy 1.1.4:** To the maximum extent feasible, implement recommendations set forth in the Final Report of the Committee for a Sustainable Emerald Coast (CSEC) issued in December 2007 that address:

- Sustainable growth and development;
- Environmental stewardship;
- Economic diversity and prosperity; and
- Supporting educated and healthy citizens.

## **INTERGOVERNMENTAL COORDINATION ELEMENT CITY OF GULF BREEZE COMPREHENSIVE PLAN**

**Policy 1.1.5:** Coordinate land use planning with the Santa Rosa County School Board's site selection and planning process to ensure future school facilities are consistent and compatible with land use categories and the adjacent land uses of the City.

**Objective 1.2: Coordinate and if needed execute interlocal agreements with adjacent local governments to improve land use compatibility between the respective governments.**

**Policy 1.2.1:** Coordinate with Santa Rosa County, Escambia County and the City of Pensacola, through interlocal agreements if necessary, to improve the notification process regarding new development proposals that may impact the other jurisdiction in the provision of public facilities.

**Policy 1.2.2:** The WFRPC's conflict resolution process will be used for any disputes that cannot be otherwise resolved.

**Objective 1.3: Maintain existing mechanisms, and establish new mechanisms where necessary to coordinate with adjacent jurisdictions to address level of service standards and other issues regarding infrastructure and transportation impacts of new development that affect more than one jurisdiction.**

**Policy 1.3.1:** Coordinate with Santa Rosa County, the Florida-Alabama Transportation Planning Organization (TPO) and the Florida Department of Transportation (FDOT) to monitor operating conditions of major roadways in and around the City.

**Policy 1.3.2:** Coordinate with the NFWFMD, FDEP, Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure that water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

**Policy 1.3.3:** Continue to cooperate with other local governments, primarily through participation with the Florida-Alabama TPO, the Northwest Florida Transportation Corridor Authority (NFTCA), Santa Rosa County and Escambia County Areawide Transit to secure additional sources of funding and coordinate facilities' improvements for all transportation needs throughout the Pensacola MSA.

**Policy 1.3.4:** Coordinate with Santa Rosa County and the Florida Department of Transportation concerning stormwater management facilities associated with roads under their jurisdiction that are located within the City limits.

**Policy 1.3.5:** Best management practices in the City shall be coordinated with those of solid waste management plans of adjacent jurisdictions to attain regional goals that increase the diversion and recycling of solid wastes to reduce the amount of waste to be deposited in landfills.

**Policy 1.3.6:** Maintain a partnership with local governments by:

- Actively participating in the monthly meetings conducted by the Santa Rosa County Fire Association for all fire and emergency services within the county.
- Actively communicate on a regular basis with the Midway Fire District to prevent duplication of efforts whenever possible for efficiency and cost savings.

**CITY OF GULF BREEZE COMPREHENSIVE PLAN INTERGOVERNMENTAL COORDINATION ELEMENT**

**Objective 1.4: Continue to improve the City's level of coordination with the Santa Rosa County School Board to ensure that sufficient school capacity is available to support proposed development and that necessary infrastructure is available to accommodate new schools.**

**Policy 1.4.1:** Coordinate development plans for expansion of existing schools or development of new school facilities within the City to address issues such as the impact of facilities on adopted level of service (LOS) standards for public school facilities, potable water, sanitary sewer, stormwater management and solid waste services consistent with the interlocal agreement between Santa Rosa County School Board, Santa Rosa County and the county's municipalities.

**Policy 1.4.2:** Review Santa Rosa County School Board model projections for consistency with the City's projections and, if necessary, recommend additions or modifications to the model results consistent with the interlocal agreement.

**Policy 1.4.3:** Provide projected development data to Santa Rosa County School Board on a regular basis to assist in development of a long-range planning model to project student enrollment consistent with the interlocal agreement.

**Policy 1.4.4:** Include a member of Santa Rosa County School Board as an ex-officio member on the Local Planning Agency to comment on proposals that have the potential to increase residential density.

**Objective 1.5: Provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.**

**Policy 1.5.1:** Solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of ~~Community Affairs (DCA)~~ [Economic Opportunity \(DEO\)](#), Farmers Home Administration, HUD, Florida Department of Children & Families and the Santa Rosa County Housing Authority and South Lake Chamber of Commerce to assist in identification of potential areas to be recommended for future community revitalization type actions.

**Policy 1.5.2:** Continue both formal and informal communication with appropriate state and regional agencies, such as the ~~DCA~~ [DEO](#) and the WFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to provide technical assistance for potential grants.

**Policy 1.5.3:** Continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

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## CAPITAL IMPROVEMENTS ELEMENT

~~Pursuant to Section 163.3177(3)(A), Florida Statutes (F.S.), and Rule 9J-5.016, Florida Administrative Code (F.A.C.),~~ the Capital Improvements Element (CIE) guides the efficient use of public and private funds invested in roads and other public facilities. This investment contributes to the quality of life in the City of Gulf Breeze and it also affects the timing and location of growth and redevelopment within the City.

The State mandates that local governments establish and maintain capacity standards for seven types of public facilities: potable water, sanitary sewer, roads (unless the jurisdiction was designated a Dense Land Use Area pursuant to 2009 SB 360 statute changes), drainage, solid waste, public schools and parks and recreation facilities. These capacity standards, called level of service (LOS) standards, are set by the City Council for six of these facility types and for school concurrency is set by an interlocal agreement with the Santa Rosa County School Board. The process of achieving and maintaining LOS for public facilities is known as Concurrency Management, which is implemented through the CIE and the City's Land Development Code.

A key product of the CIE is a capital improvements schedule, which is a balanced, five-year spending plan setting the priority and timing of construction of projects required to maintain concurrency and is updated annually. The first year of the CIE Schedule becomes part of the City's annual operating budget through its Capital Improvements Program.

Goal 1:

**Manage growth and redevelopment to ensure that public facilities that meet established level of service (LOS) standards are in place when needed, consistent with a financially feasible capital facilities improvement program.**

**Objective 1.1: Capital improvements will be implemented as necessary to correct deficiencies in public facilities and to serve projected future growth, in accordance with the adopted Five-year Schedule of Capital Improvements.**

**Policy 1.1.1:** The City hereby adopts the following minimum LOS standards, which must be retained in reviewing the impacts of new development and development on public facilities:

- The following minimum Roadway Q/LOS standards for monitoring intersection capacity are established based on annual average daily trips (AADT), as follows:
 

Arterials (4-lane and 6-lane)	E+10%
Arterials (2-lane)	E + 30%
Collectors	D
Local Roads	D
- The **LOS** standard for *Sanitary Sewer* is 100 gallons per person per day pursuant to Policy 1.1.1, Infrastructure Element.
- The **LOS** standard for *Solid Waste* is 3.60 pounds per person per day pursuant to Policy 1.1.1, Infrastructure Element.
- The **LOS** standards for *Potable Water* are as follows: 130 gallons per person per day; maintain minimum daily flow of 1.0 MGD; maximum water capacity is 1.523 MGD; daily potable water pressure shall be no less than 35 pounds per square inch (psi); water

storage shall be a minimum of projected average daily flow pursuant to Policy 1.1.1, Infrastructure Element.

- The LOS standards for *Stormwater Management* facilities are as follows: 25-year storm frequency, 24-hour duration; treatment of the first one-half inch of runoff for sites less than 100 acres and treatment of the first inch of runoff for sites greater than 100 acres pursuant to Policy 1.1.1, Infrastructure Element.
- The LOS standard for *Recreation and Open Space* is five acres per 1,000 residents pursuant to Policy 1.3.1, Recreation and Open Space Element.
- The LOS standards for *Public School Facilities*, pursuant to Policy 1.6.1, Public School Facilities Element, is:

Type of School	Level Of Service Standards
Elementary	105% of permanent FISH capacity
Middle	105% of permanent FISH capacity
Combined Jr/Sr High	90% of permanent FISH capacity
High	105% of permanent FISH capacity

**Policy 1.1.2:** The City will include projects identified in the relevant Comprehensive Plan elements in a Five-Year Schedule of Capital Improvements which will be updated annually during the City's annual budgeting process.

**Policy 1.1.3:** The Capital Improvements Element will be reviewed on an annual basis and will be utilized in preparing the City's annual budget.

**Policy 1.1.4:** The Capital Improvements Element shall include those public facility improvements that are greater than or equal to \$25,000.

**Objective 1.2: All development orders and development permits will be issued contingent upon the availability of adequate public facilities, based on adopted LOS standards**

**Policy 1.2.1:** Through adoption and implementation of land development regulations, comprehensive plan goals, objectives and policies, impact fees, other impact exactions, implementation of the annual budget and five-year capital improvements schedule, the City shall ensure the availability of public facilities and services concurrent with the impacts of development.

**Policy 1.2.2:** The City shall implement the Concurrency Management System adopted in the City's Land Development Code, which is consistent with sections 163.3177 and 163.3180, F.S. ~~and the minimum requirements for concurrency established in Rule 9J-5.0055 (2) and (3), F.A.C.,~~ to manage the land development process so that public facility needs created by previously issued development orders or future development do not exceed the City's ability to fund and provide needed capital improvements.

**Policy 1.2.3:** The concurrency evaluation system shall measure the potential impact of any development proposal on the established minimum acceptable LOS standards for sanitary

sewer, solid waste, stormwater, and potable water ~~and parks and recreation~~, unless the development is exempt from the review requirements of the Concurrency Management System.

**Policy 1.2.4:** No development permit or order shall be issued unless adequate public facilities are available to serve the proposed development as determined by the City's concurrency evaluation in the Concurrency Management System adopted in the Land Development Code, ~~which is consistent with Rule 9J 5.0055 (2) and (3), F.A.C. and sections 163.3177 and 163.3180, F.S.~~

**Objective 1.3:** Ensure that future development will bear a proportionate cost of facility improvements necessary to maintain adopted LOS standards through the assessment of impact fees or developer contributions, dedications and/or construction of capital facilities necessary to serve new development.

**Policy 1.3.1:** New development shall be responsible for installing all internal water and sewer systems, traffic circulation systems and internal recreation/open space facilities within the development. In addition, connections of internal systems to the City's designated water and sewer systems and traffic circulation network shall be the financial responsibility of the developer. The Developer's fair share of costs will be based on the benefits derived by users of the related facilities.

**Policy 1.3.2:** All development order applications shall be evaluated as to the impact of the development on capital facilities and the operation and maintenance of those facilities. The evaluation shall include, but not be limited to, the following:

- Expected capital costs, including the installation of required new facilities that are related to the development.
- Expected operation and maintenance costs associated with the new facilities required by the development.
- Anticipated revenues from the development, including impact fees, user fees and future taxes.

**Policy 1.3.3:** The Land Development Code shall continue to require land dedication, payment in lieu of dedication or other forms of impact exaction to secure easements for utility and traffic circulation systems.

**Objective 1.4:** Manage fiscal resources in order to ensure that capital improvements needed due to previously issued development orders and improvements required by future development orders are provided for in accordance with the Five-Year Schedule of Capital Improvements.

**Policy 1.4.1:** Adopt a Capital Budget at the same time that the City adopts its Annual Operating Budget. The Capital Budget shall annually program those projects necessary to maintain the adopted LOS standards.

**Policy 1.4.2:** Proposed capital improvement projects shall be evaluated and ranked by the City in order of priority according to the following guidelines listed in order of importance:

- Whether the project is needed to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities;

- Whether the project increases efficiency of use of existing facilities, prevents or reduces future improvement cost, provides service to developed areas lacking full service, or promotes in-fill development; and'
- Whether the project represents a logical extension of facilities and services within a designated urban service area.

In evaluation of projects, consideration will be given to:

- The elimination of public hazards;
- The elimination of existing capacity deficiencies;
- The impact on the annual operating and capital budgets;
- Location in relation to the Future Land Use Map;
- The accommodation of new development and redevelopment facility demands;
- The financial feasibility of the proposed project;
- The relationship of the improvements to the plans of State agencies and the Northwest Florida Water Management District; and
- The relationship of the improvement to the plans of the Florida-Alabama TPO.

**Objective 1.5: Adopt policies and procedures that address the management and utilization of debt for capital project financing.**

**Policy 1.5.1:** The use of revenue bonds as a debt instrument shall be evaluated based on the following criteria:

- Debt will not be issued to finance normal repairs and maintenance.
- Debt can be issued to make renovations, updates, modernizations and rehabilitations provided that the expenditures extend the useful life of the capital asset.
- The maximum ratio of total debt service (principal and interest) to total revenue shall be that percentage deemed most beneficial to the City as determined by the City's financial advisors and its bond counsel based upon criteria set by the rating agencies and credit enhancement organizations.
- The impact of principal and interest revenue bond payments on the operation and maintenance of the affected utility and/or department should not require deferring the current maintenance of existing infrastructure.
- The impact of bond covenants and restrictions on the City's method of accounting for depreciation shall be evaluated, as well as the impact of any reserve account restrictions on the operation and maintenance of the affected utility and/or department.
- Cash restricted due to bond and grant covenants will be budgeted in accordance with the terms of the covenants.
- Capitalized repairs of existing infrastructure will be paid from funds restricted by debt covenants and current revenues. Debt will not be issued to finance capitalized repairs.

**Policy 1.5.2:** The use of tax revenues as a pledge for the repayment of debt shall be evaluated based on the following criteria:

- A five-year projection of revenues from all taxes shall be prepared and updated annually as a part of the City's budget process. An analysis of historic and future trends in the tax revenue stream will be a part of the projection process.
- At the time of issuance of new debt, a review shall be conducted to ensure that the maximum amount of general government debt shall not exceed the City's annually budgeted revenues.

**Objective 1.6:** In order to maintain adopted LOS standards, the City shall coordinate land use decisions and available or projected fiscal resources to correct existing deficiencies identified in the comprehensive plan, accommodate desired future growth and replace worn out or obsolete facilities through the annual adoption of a Five-Year Schedule of Capital Improvements.

**Policy 1.6.1:** The City hereby adopts the Five Year Schedule of Capital Improvements included as Appendix A of this element, and will update this schedule on an annual basis.

**Policy 1.6.2:** Capital projects included in the Five-Year Schedule of Capital Improvements shall be defined as those projects identified within the comprehensive plan that are necessary to maintain adopted LOS standards including increasing the capacity or efficiency of existing facilities and/or replacing failing facilities.

~~**Policy 1.6.3:** The City of Gulf Breeze adopts by reference the Five-Year Facilities Master Plan FY 2010–2014 as formally adopted by the Santa Rosa County School Board on September 9, 2010, as amended, into the City's Five-Year Schedule of Capital Improvements.~~

~~**Policy 1.6.4:**~~**Policy 1.6.3:** The City of Gulf Breeze adopts by reference the Five-Year Transportation Improvement Program FY 2010-2014 as formally adopted by the Florida-Alabama TPO on June 9, 2010, as amended, into the City's Five-Year Schedule of Capital Improvements.

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**Appendix A**  
**City of Gulf Breeze Five-Year Schedule of Capital Improvements, FY 2010/11 to 2014/15**

Comprehensive Plan Element/Project	Source of Funding	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15
<b>STORMWATER MANAGEMENT</b>						
Wetlands Acquisition – 12.5 Acres on Soundview Drive	FEMA	20,000	-	-	-	-
Maintenance of Stormwater Management Facilities	Stormwater Utility Fee	100,000	100,000	100,000	100,000	100,000
<b>POTABLE WATER</b>						
Infrastructure Replacement	Water & Sewer or SSRUS Enterprise Fund	100,000	100,000	100,000	100,000	100,000
Water Plant Improvements	Water & Sewer or SSRUS Enterprise Fund	25,000	25,000	25,000	25,000	25,000
<b>SANITARY SEWER</b>						
Infiltration/Inflow Improvements	Water & Sewer or SSRUS Enterprise Fund	100,000	100,000	100,000	100,000	100,000
Infrastructure Replacement	Water & Sewer or SSRUS Enterprise Fund	100,000	100,000	100,000	100,000	100,000
Lift Station Rehabilitation	Water & Sewer or SSRUS Enterprise Fund	100,000	100,000	100,000	100,000	100,000
<b>PARKS &amp; RECREATION</b>						
Hodges Park Improvements	½ Private Donation ½ General Fund	45,000	-	-	-	-
McClure Park Improvements	FEMA	-	75,000	-	-	-
Williamsburg Park Improvements	FEMA	-	75,000	-	-	-

**CAPITAL IMPROVEMENTS ELEMENT**

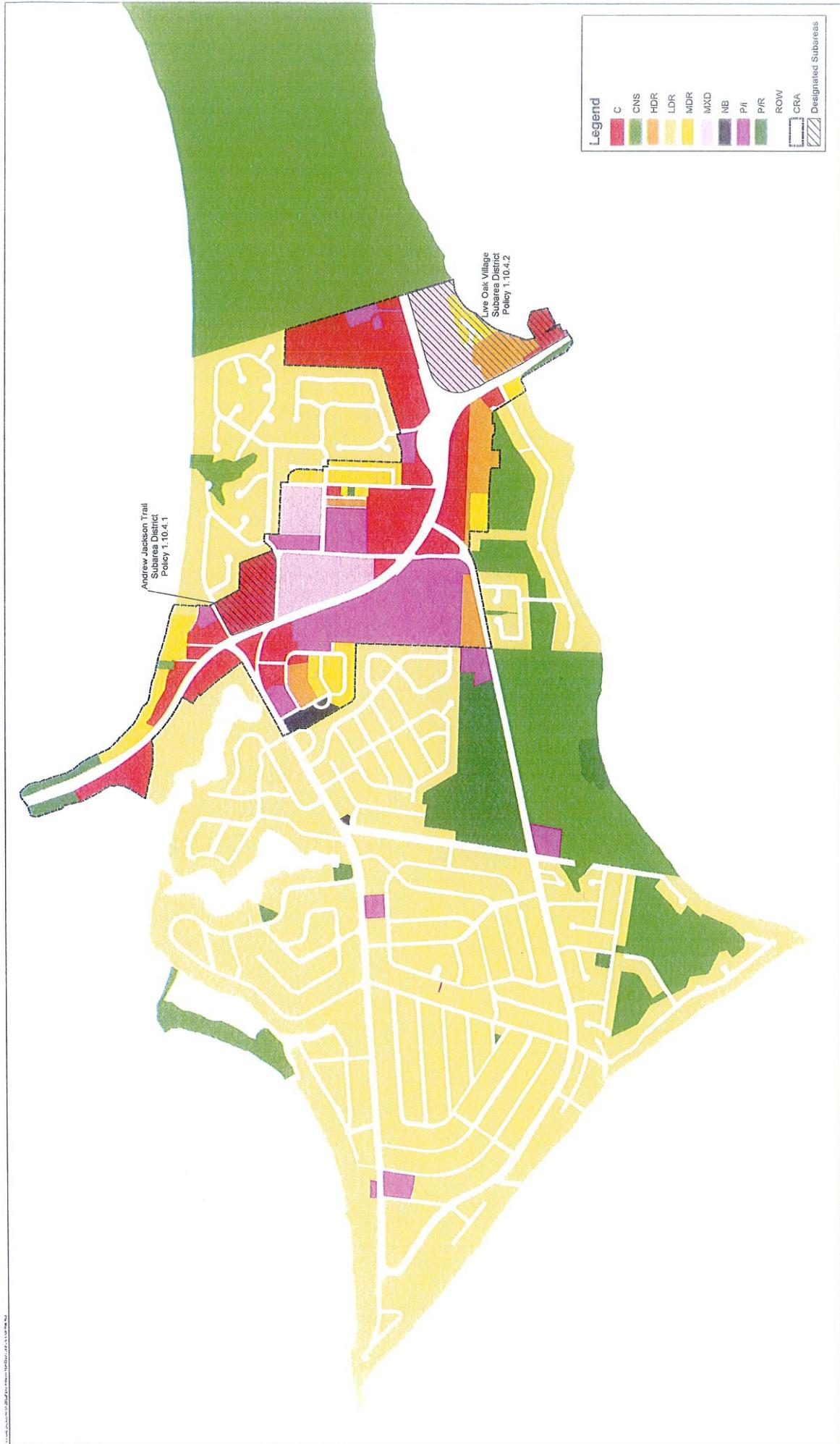
**CITY OF GULF BREEZE COMPREHENSIVE PLAN**

Comprehensive Plan Element/Project	Source of Funding	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15
Rest Rooms at Various Parks	FEMA	100,000	-	-	-	-
Gulf Breeze Recreation Center	General Fund	22,000	-	-	-	-
Miscellaneous Repairs	General Fund	65,000	-	-	-	-
R-O-W Improvements	General Fund	10,000	-	10,000	-	-
Gym Floor Rehabilitation	General Fund	40,000	-	-	-	-
Tennis Court Resurfacing	General Fund	-	-	-	-	-
<b>TRANSPORTATION (Also see Note 1)</b>						
Street Resurfacing	Local Option Gas Tax	345,146	230,000	230,000	230,000	230,000
Restriping	General Fund	30,000	-	-	-	-
<b>COMMUNITY REDEVELOPMENT AREA</b>						
Business Development	CRA - TIF	75,000	75,000	75,000	75,000	75,000
Resurfacing McClure Drive	CDBG	100,000	-	-	-	-
Resurfacing St. Francis Drive	CRA - TIF	150,000	-	-	-	-
Install Phase II US 98 Streetscape	CRA - TIF	200,000	-	-	-	-
Conceptual Plans for Underground Utilities	CRA - TIF	-	200,000	-	-	-
Construction Documents US 98 Streetscapes	CRA - TIF	-	100,000	-	-	-
Installation of Streetscape Along US 98	CRA - TIF	-	-	200,000	200,000	200,000
<b>PUBLIC SCHOOL FACILITIES (See Note 2)</b>						
<b>PROJECT TOTALS</b>		<b>\$1,727,146</b>	<b>300,002</b>	<b>200,002</b>	<b>200,002</b>	<b>200,002</b>

**Note 1:** The City of Gulf Breeze adopts by reference the Transportation Improvement Program (TIP) for Fiscal Years 2010/2011-2014/15 as formally adopted by the Florida-Alabama Transportation Planning Organization on June 9, 2010, as amended, into the City's Five-Year Schedule of Capital Improvements.

**Note 2:** The City of Gulf Breeze adopts by reference the District Capital Outlay Plan (DCOP) for FY 2010/2011-2014/15 as formally adopted by the Santa Rosa County School Board on 9, 2010, as amended, into the City's Five-Year Schedule of Capital Improvements.

**Source:** City of Gulf Breeze, 2010



**Legend**

C	CNS	HDR	LDR	MDR	MXD	NB	PI	P/R	ROW	CRA	Designated Subareas
(Red)	(Green)	(Orange)	(Yellow)	(Light Green)	(Light Purple)	(Dark Purple)	(Pink)	(Light Blue)	(White)	(White with black outline)	(Hatched)

Proposed Future Land Use Map  
 City of Gulf Breeze  
 October 9, 2014





# Gulf Breeze Financial Services, Inc.

Ed Gray, III - *Executive Director*

Edwin A. Eddy - *Special Consultant*

October 28, 2014  
Members of the City Council  
City Manager Edwin Eddy  
From: Ed Gray

## Early Payoff of St Johns County Loan from the 1985 Local Government Loan Program

We have received a request from St Johns County, FL to pay off its indebtedness owed to the 1985 Loan Program (the Program) earlier than the scheduled maturity shown in the amortization schedule. The primary reason for this request is that current market conditions will provide a reduction in the loan debt service when it is refinanced through another lender. St Johns has a commitment from another lender to obtain the financing necessary for the payoff and will escrow the payoff amount in advance of the bonds being called.

Under the bond documents, the City as the sponsor of the Program governs exceptions to the original covenants of the loan agreement and must approve early redemptions of bonds currently outstanding. In this request by St Johns, action to approve this request will allow a redemption on January 1, 2015. The current debt service schedule has the final maturity in December of 2020. The early payment principal amount is \$8 million.

St Johns County has been a borrower under the 85 Program and has also been helpful in approving TEFRA authorizations for CTA in financings we have closed in St Johns County. Our relationship with the County has been positive and cooperative. Due to the ongoing maturities of loans in the 85 Program scheduled between now and 2020 when the Program retires along with the current low market rates, more of these requests can be expected.

I ask the City Council to approve the attached resolution prepared by our bond counsel approving the early payoff and bond redemption. Any legal opinions for this to be finalized and other costs of facilitating this request will be paid by St Johns.

**RESOLUTION 26-14**

**A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA, RELATING TO THAT CERTAIN LOAN TO ST. JOHNS COUNTY, FLORIDA, FROM THE SERIES 1985B LOCAL GOVERNMENT LOAN PROGRAM; PROVIDING FOR THE PREPAYMENT OF SUCH LOAN; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze, Florida (the "Issuer") has heretofore issued its \$100,000,000 Local Government Loan Program Floating Rate Demand Revenue Bonds, Series 1985B (the "Program Bonds") and loaned a portion of the proceeds thereof (the "Loan") to St. Johns County, a political subdivision of the State of Florida (the "Governmental Unit"); and

**WHEREAS**, the Governmental Unit has indicated its desire to prepay its Loan, outstanding in the principal amount of \$8,000,000 as of January 1, 2015, a date on which the related Program Bonds may be redeemed (the "Redemption Date") after required notice is provided to holders of the Program Bonds; and

**WHEREAS**, the Governmental Unit intends to deliver, on November 25, 2014 (the "Prepayment Date") the full amount of cash necessary to pay and redeem the related Program Bonds (the "Prepayment Amount") on the Redemption Date; and

**WHEREAS**, the Independent Contractor has confirmed that there are no Non-Asset Bonds outstanding in connection with the Program Bonds related to the Loan, and

**WHEREAS**, the amounts used by the Governmental Unit to prepay the Prepayment Amount shall constitute Eligible Funds for Tender on the Prepayment Date; and

**WHEREAS**, the Issuer has determined to waive a portion of the prepayment notice period, so that notice of the prepayment and the delivery of the Prepayment Amount shall be given and paid over on November 25, 2014.

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

**SECTION 1.** Upon delivery of the Prepayment Amount in immediately available funds on November 25, 2014, the Issuer shall be deemed to have waived that portion of the prepayment notice period occurring prior to November 25, 2014, for prepayment of the Loan. Such Prepayment Amount shall be applied to the redemption of the Program Bonds on January 1, 2015.

**SECTION 2.** On the Prepayment Date, and as a condition of the Issuer's waiver of the prepayment period to November 25, 2014, the Governmental Unit shall further pay the costs incurred by the Issuer for the prepayment of the Governmental Unit's Loan.

**SECTION 3.** The Prepayment Amount, exclusive of the costs described in Section 2 hereof, is the sum of \$8,030,580.21.

**SECTION 4.** Upon acceptance by the Governmental Unit of the terms hereof, as evidenced by the payments being made as contemplated hereby, the Trustee is directed to give notice of redemption of the related Program Bonds on or before December 1, 2014 for a settlement and redemption on January 1, 2015 and to file such notice with the Municipal Securities Rulemaking Board EMMA system.

**SECTION 5.** The capitalized terms used herein which are not otherwise defined herein shall have the meanings set forth in the Trust Indenture, dated as of December 1, 1985, as amended through the date hereof.

**SECTION 6.** All resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 7.** This resolution shall take effect in accordance with its terms, commencing the date of adoption hereof this \_\_\_\_ day of November, 2014.

**GULF BREEZE, FLORIDA  
CITY COUNCIL**

[SEAL]

By: \_\_\_\_\_  
Beverly H. Zimmern, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Leslie Guyer, City Clerk

**MINUTES  
DEVELOPMENT REVIEW BOARD  
NOVEMBER 4, 2014  
TUESDAY.....6:30 P.M.  
CITY HALL OF GULF BREEZE**

PRESENT

J.B. Schluter  
Maggie Tamburro  
George Williams  
Michael Segars  
Laverne Baker

ABSENT

Ramsey Landry  
Bill Clark

STAFF

Shane Carmichael  
Leslie Guyer

The meeting was called to order at 6:30 p.m. by Chairman George Williams.

After Roll Call, a motion was made by Mr. Schluter to approve the minutes as written. The motion was seconded by Mr. Segars. The minutes from the meeting of October 7, 2014, were approved unanimously.

Mr. Williams asked if any members had any exparte communications regarding the pending case. There were no exparte communications by the Board members.

**PROJECT NO. JMCL3-14-0009: MERRIE J. LEE, 1136 NESTLING COURT, GULF BREEZE; PROJECT LOCATION: 134 HIGHPOINT DRIVE, GULF BREEZE REPLACEMENT SEAWALL.**

Jason Tayler with Wetland Sciences appeared before the Board on behalf of the applicant. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

A motion was made by Mr. Schluter to approve the project as submitted. Mrs. Tamburro seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated that the project is classified as a Level III Development and the case would go before the City Council for final approval on November 17, 2014.

**OPEN FORUM:** None

**ADJOURNMENT:** The meeting was adjourned at 6:35 p.m.

ATTESTED TO:

  
\_\_\_\_\_  
Leslie A. Guyer, City Clerk

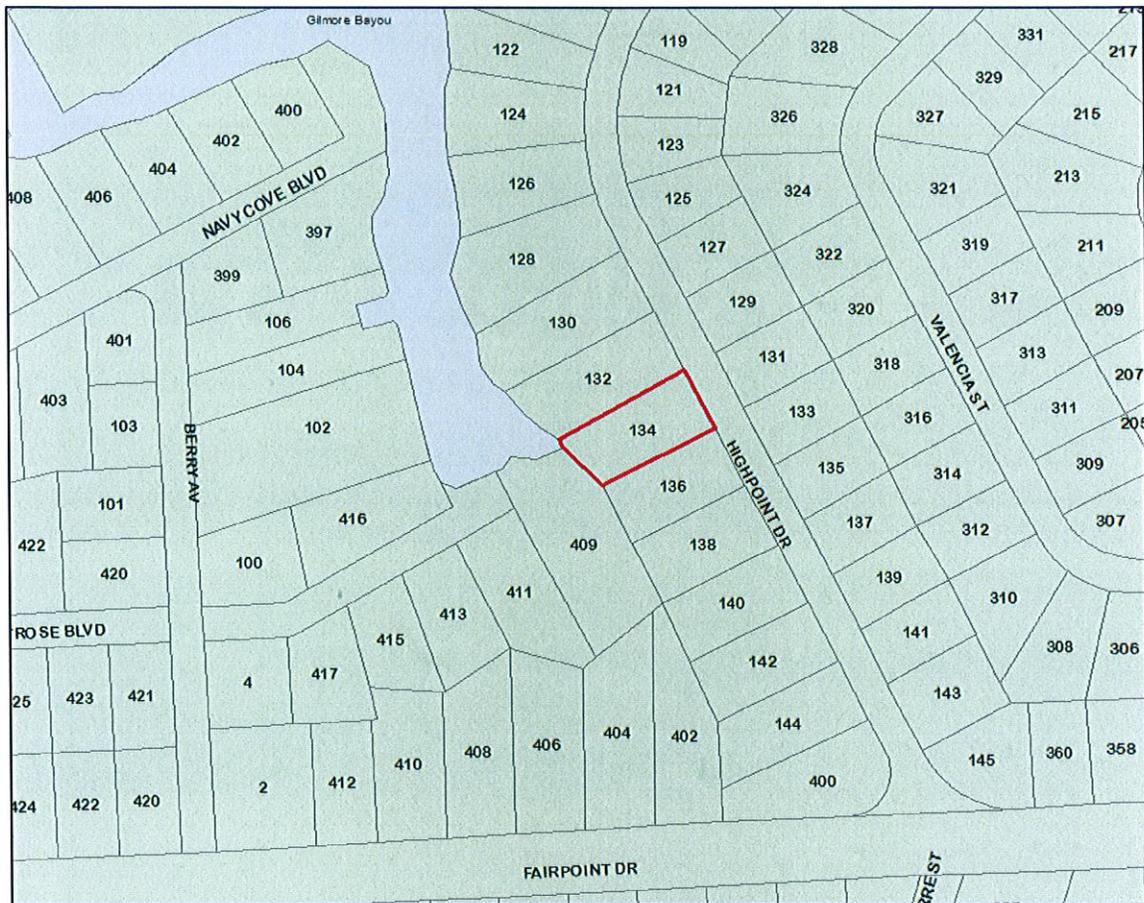


# City of Gulf Breeze

## DEVELOPMENT REVIEW BOARD

### STAFF REPORT

PROJECT NO: **JMCL3-14-0009**  
APPLICATION DATE: **10/14/2014**  
PROJECT DESCRIPTION: **LEVEL III DEVELOPMENT - SEAWALL**  
PROJECT LOCATION: **134 HIGHPOINT DR**



PARCEL INFORMATION:	FOLIO NO.:	<b>06-3S-29-0540-00100-0120</b>
	SUBDIVISION:	<b>CASABLANCA PARCEL #1</b>
	LOT / BLOCK:	<b>120 / 100</b>
	SIZE:	<b>.187 ACRES</b>
	ZONING:	<b>R1AA</b>
	FLU:	<b>LDR</b>

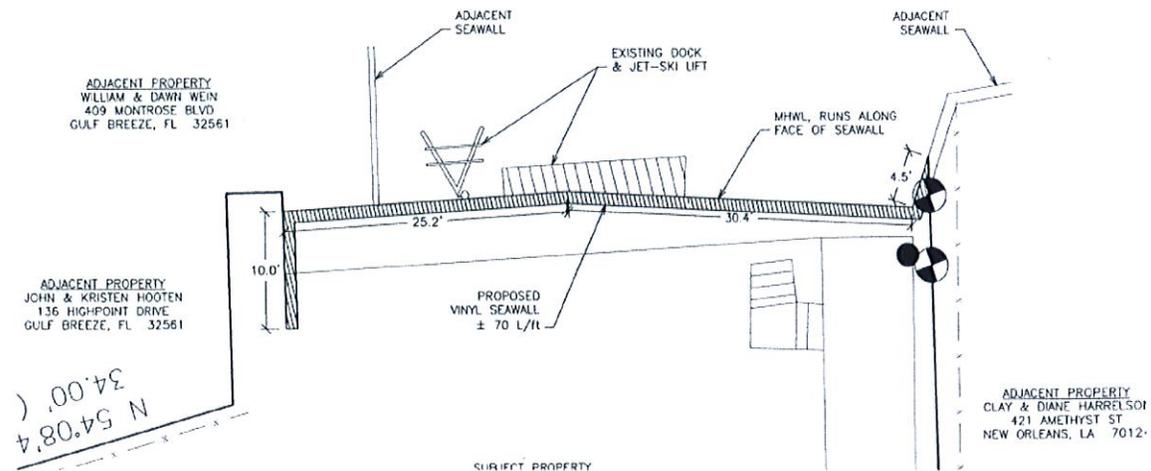
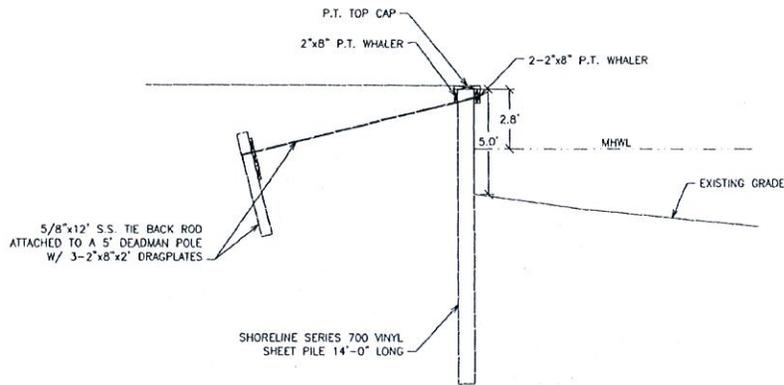
PROPERTY OWNER: **MERRIE J LEE**  
**1136 NESTLING CT**  
**GULF BREEZE, FL 32563**

PROJECT DIMENSIONS: **LENGTH: 70 LINEAR FT**  
**HEIGHT 2.8 FT EXPOSED**

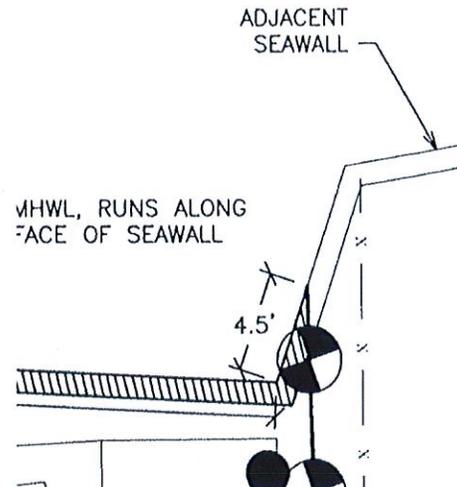
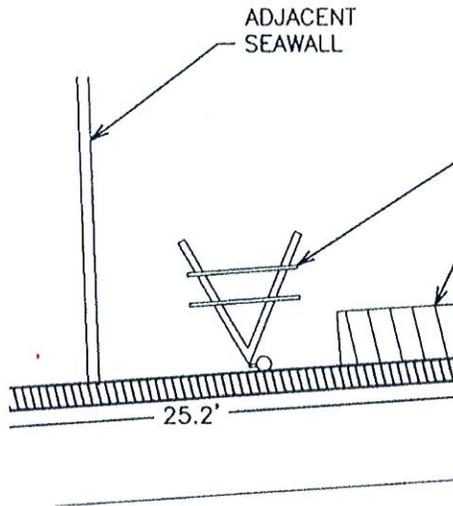
AGENT INFORMATION: **JASON TAYLOR**  
**WETLAND SCIENCES, INC.**  
**1829 BAINBRIDGE AVE**  
**PENSACOLA, FL 32507**  
**(850) 453-4700**

**STAFF COMMENTS:**

The applicant is requesting to replace their existing concrete seawall with a new vinyl sheet pile seawall. According to drawings submitted by the applicant's agent, Wetland Sciences, the new seawall measures approximately 70 linear feet in width and 2.8 feet in height as measured from the mean high water line.



The wall will tie into existing seawalls on both sides of the property. City staff has reviewed the project and finds that it meets the intent of the City's Land Development Code and recommends approval of the project as submitted. This project is classified as Level III Development and it also must be reviewed by the City Council.



**RECEIVED**  
OCT 14 REC'D  
BY: \_\_\_\_\_



# City of Gulf Breeze

LEVEL II AND III DEVELOPMENT  
ORDER APPLICATION

PROPERTY OWNER INFORMATION			PROJECT LOCATION INFORMATION:								
NAME: Merrie J. Lee			PHYSICAL ADDRESS: 134 Highpoint Drive								
ADDRESS: 1136 Nestling Ct			SUBDIVISION NAME: Casablanca								
ADDRESS 2:			PARCEL ID #:		6	3S	29	540	100	120	
CITY: Gulf Breeze, Santa Rosa			ZONING DESIGNATION: RAA		SEC	TWN	RNG	SUB	BLK	LOT	
STATE: Florida			IS THE PROPERTY A CORNER LOT? <input type="checkbox"/> YES <input type="checkbox"/> NO								
PHONE #:		ZIP: 32563		DRIVING DIRECTIONS:							
FAX:		CELL #:		See attached site location map							
E-MAIL: brupert@exceptionals.com											
DESCRIPTION OF PROJECT:											
TYPE OF PROJECT: <input type="checkbox"/> RENOVATION <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> POOL <input checked="" type="checkbox"/> MARINE <input type="checkbox"/> DEMO											
<input type="checkbox"/> OTHER:											
SCOPE OF WORK: Construction of a replacement seawall											
OCCUPANCY CLASSIFICATION: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ASSEMBLY <input type="checkbox"/> BUSINESS <input type="checkbox"/> MERCANTILE											
<input type="checkbox"/> STORAGE <input type="checkbox"/> OTHER:											
INTENDED USE: Single-family residential											
DIMENSION:		70.00	1.00	2.80					70.00		
		LENGTH	WIDTH	HEIGHT	STORIES				SQUARE FEET		
ESTIMATED COST OF CONSTRUCTION:						ESTIMATED COMPLETION DATE:					
UTILITY INFORMATION:											
UTILITIES: <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC											
WATER TAP SIZE: <input type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input type="checkbox"/> 2" <input type="checkbox"/> 4" <input type="checkbox"/> 6"											
LIST GAS APPLIANCES:											
WILL THE STRUCTURE HAVE FIRE SPRINKLERS: <input type="checkbox"/> YES <input type="checkbox"/> NO											
SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.											

**MARINE CONSTRUCTION:**

TYPE OF PROJECT:  RETAINING/SEA WALL     DOCK/PIER     BOATHOUSE     UNCOVERED LIFT

BODY OF WATER:  PENSACOLA BAY     SANTA ROSA SOUND     HOFFMAN BAYOU

WOODLAND BAYOU     GILMORE BAYOU

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE LENGTH MEASURED FROM THE MHWL?

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE TOTAL SQUARE FOOTAGE?

IF A BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE SQUARE FOOTAGE?

WHAT IS THE DISTANCE FROM THE FURTHERMOST EXTENT OF THE DOCK/PIER, BOATHOUSE OR UNCOVERED BOAT LIFT FROM THE PROPERTY LINE?

LEFT: \_\_\_\_\_ RIGHT: \_\_\_\_\_

SECTION 24-172 OF THE LAND DEVELOPMENT CODE REQUIRES THAT ALL DOCKS, PIERS, BOATHOUSES, UNCOVERED SLIPS OR SIMILAR STRUCTURES

PROVIDE CONTINUING PUBLIC ACCESS TO ALL SOVEREIGN LANDS, HOW WILL THIS BE ACCOMPLISHED FOR THIS PARTICULAR PROJECT?

IF A DOCK/PIER BOATHOUSE OR UNCOVERED SLIP, ALONG WHAT SECTION OF SHORELINE WILL THE PROJECT BE LOCATED:

- |                                                                            |                                                                      |
|----------------------------------------------------------------------------|----------------------------------------------------------------------|
| <input type="checkbox"/> NAVAL LIVE OAKS - BOB SIKES BRIDGE (200' MAX)     | <input type="checkbox"/> BOB SIKES - SHORELINE PARK (200' MAX)       |
| <input type="checkbox"/> SHORELINE PARK - DEER POINT (200' MAX)            | <input type="checkbox"/> DEER POINT - ZAMARA CANAL (300' MAX)        |
| <input type="checkbox"/> ZAMARA CANAL - FAIRPOINT (475' MAX)               | <input type="checkbox"/> FAIRPOINT - PENSACOLA BAY BRIDGE (225' MAX) |
| <input type="checkbox"/> PENSACOLA BAY BRIDGE - NAVAL LIVE OAKS (200' MAX) | <input type="checkbox"/> INLAND BAYOU (25'MAX)                       |

IF A RETAINING/SEA WALL, WHAT IS IT'S DISTANCE FROM THE MHWL? 0'

WHAT IS THE VERTICAL HEIGHT OF THE RETAINING/SEA WALL? 2.80 SEAWARD 0.00 LANDWARD

ARE COPIES OF FEDERAL AND STATE PERMITS ATTACHED?  YES  NO

**POOL INFORMATION:**

POOL TYPE:  BELOW GROUND  ABOVE GROUND  SPA/HOT TUB

DIMENSION:				
	LENGTH	WIDTH	DEPTH	SQUARE FEET

IS THE YARD FENCED OR WILL IT BE FENCED?  YES  NO

IS SO, WHAT IS THE HEIGHT?

WILL THE POOL HAVE SCREENED ENCLOSURE?

IS SO, WHAT ARE THE DIMENSIONS:				
	LENGTH	WIDTH	HEIGHT	SQUARE FEET

I, \_\_\_\_\_, NOW ENGAGING OR ABOUT TO ENGAGE IN THE CONSTRUCTION OF A SWIMMING POOL UPON MY OWN PREMISES AS DESCRIBED ON THE REQUIRED BUILDING PERMIT APPLICATION AND LOCATED IN SANTA ROSA COUNTY, FLORIDA, DO HEREBY ACKNOWLEDGE THE REQUIREMENT OF AN APPROVED BARRIER AT LEAST 48 INCHES (4 FEET) ABOVE GRADE, MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL, IS TO BE ERECTED PRIOR TO FILLING THE POOL WITH WATER. FURTHERMORE, I ACKNOWLEDGE THE REQUIREMENT OF AN ALARM ON ALL DOORS AND WINDOWS WITHIN A DWELLING UNIT HAVING DIRECT ACCESS TO THE POOL THROUGH A WALL (OR WALLS) THAT SERVES AS PART OF THE BARRIER.

I FURTHER ACKNOWLEDGE THAT THE FOREGOING IS REQUIRED BY SECTION 315 OF THE STANDARD SWIMMING POOL CODE AND CITY ORDINANCE.

_____	_____	_____	_____
CONTRACTOR'S SIGNATURE	DATE	OWNER'S SIGNATURE	DATE
_____	_____	_____	_____
PRINTED NAME		PRINTED NAME	

**COMMERCIAL DEVELOPMENT:**

ENGINEER'S NAME:		ARCHITECT'S NAME:	
ADDRESS:		ADDRESS:	
ADDRESS 2:		ADDRESS 2:	
CITY:		CITY:	
STATE:		STATE:	
PHONE #:	ZIP:	PHONE #:	ZIP:
FAX:	CELL #:	FAX:	CELL #:
E-MAIL:		E-MAIL:	
STATE LICENSE #:		STATE LICENSE #:	

**AGENT INFORMATION:**

NAME: Jason Taylor  
Wetland Sciences, Inc.

ADDRESS: 1829 Bainbridge Ave

ADDRESS 2:

CITY: Pensacola

STATE: Florida

PHONE #: 850-453-4700

ZIP:

FAX:

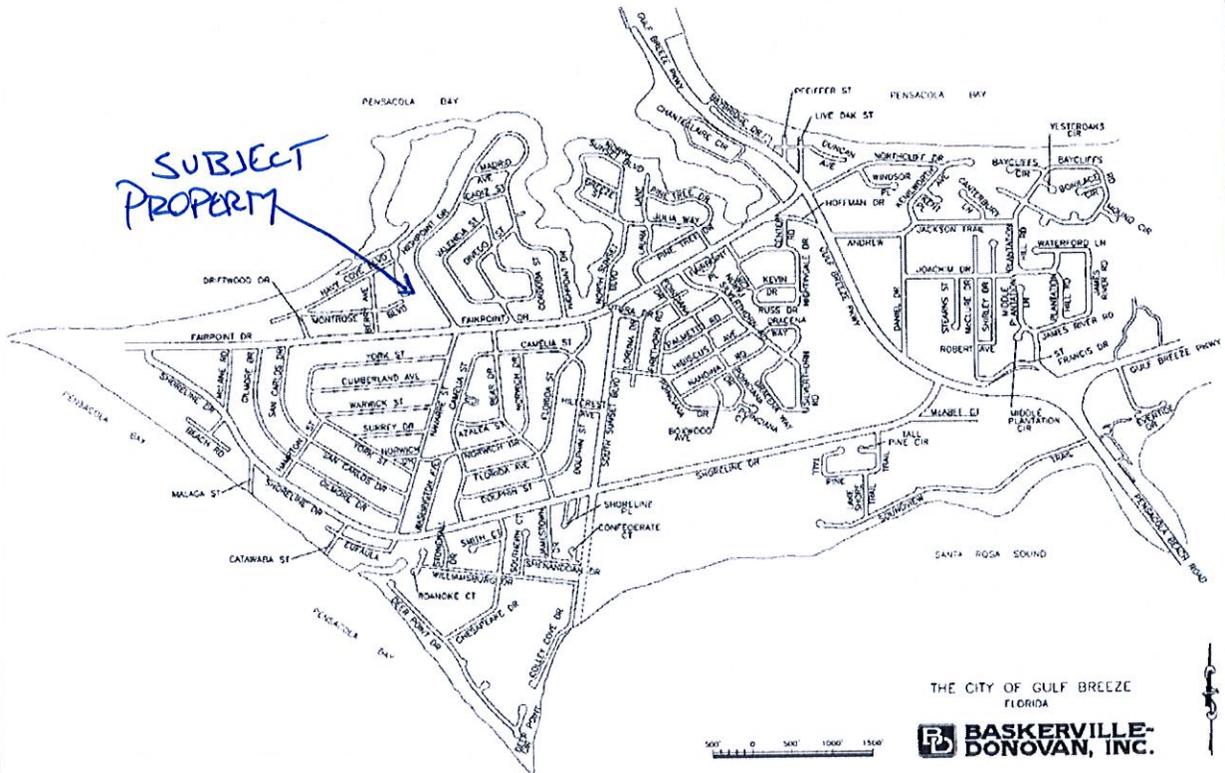
CELL #:

E-MAIL: jtaylor@wetlandsciences.com

STATE LICENSE #:

**LOCATION MAP:**

PLEASE MARK THE PROJECT LOCATION ON THE MAP.



**DEMOLITION INFORMATION:**

PLEASE ATTACH A SURVEY DEPICTING THE STRUCTURES TO BE REMOVED.

IF UTILITIES ARE TO REMAIN ONSITE, WHAT MEASURES WILL BE TAKEN TO PROTECT THEM FROM DAMAGE?

DISPOSAL OF MATERIAL:

SANTA ROSA COUNTY LANDFILL

ESCAMBIA COUNTY LANDFILL

OTHER: \_\_\_\_\_

**ASBESTOS NOTIFICATION STATEMENT**

PER FLORIDA BUILDING CODE 105.9 ASBESTOS. THE ENFORCING AGENCY SHALL REQUIRE EACH BUILDING PERMIT FOR THE DEMOLITION OR RENOVATION OF AN EXISTING STRUCTURE TO CONTAIN AN ASBESTOS NOTIFICATION STATEMENT WHICH INDICATES THE OWNER'S OR OPERATOR'S RESPONSIBILITY TO COMPLY WITH THE PROVISIONS OF SECTION 469.003, FLORIDA STATUTES, AND TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF HIS OR HER INTENTIONS TO REMOVE ASBESTOS, WHEN APPLICABLE, IN ACCORDANCE WITH STATE AND FEDERAL LAW.

**469.003 LICENSE REQUIRED**

1. NO PERSON MAY CONDUCT AN ASBESTOS SURVEY, DEVELOP AN OPERATION AND MAINTENANCE PLAN, OR MONITOR AND EVALUATE ASBESTOS ABATEMENT UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.
2. (A) NO PERSON MAY PREPARE ASBESTOS ABATEMENT SPECIFICATIONS UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.  
 (B) ANY PERSON ENGAGED IN THE BUSINESS OF ASBESTOS SURVEYS PRIOR TO OCTOBER 1, 1987, WHO HAS BEEN CERTIFIED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AS A CERTIFIED ASBESTOS SURVEYOR AND WHO HAS COMPLIED WITH THE TRAINING REQUIREMENTS OF S. 469.013(1)(B), MAY PROVIDE SURVEY SERVICES AS DESCRIBED IN S. 255.553(1), (2) AND (3). THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY MAY, BY RULE, ESTABLISH VIOLATIONS, DISCIPLINARY PROCEDURES, AND PENALTIES FOR CERTIFIED ASBESTOS SURVEYORS.
3. NO PERSON MAY CONDUCT ASBESTOS ABATEMENT WORK UNLESS LICENSED BY THE DEPARTMENT UNDER THIS CHAPTER AS AN ASBESTOS CONTRACTOR, EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER.

I CERTIFY THAT I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE PROVISIONS OF THIS ASBESTOS NOTIFICATION STATEMENT AND THAT I WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS PERTAINING TO ASBESTOS.

\_\_\_\_\_  
LICENSE HOLDER/CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LICENSE HOLDER/CONTRACTOR PRINTED NAME LICENSE NUMBER

**AUTHORIZATION:**

APPLICATION IS HEREBY MADE TO OBTAIN A DEVELOPMENT ORDER TO THE WORK AS INDICATED IN THE ATTACHED PLANS AND SPECIFICATIONS. I (WE)

CERTIFY THAT NO WORK HAS COMMENCED PRIOR TO THE ISSUANCE OF THE DEVELOPMENT ORDER AND THAT ALL WORK WILL BE PERFORMED IN

ACCORDANCE WITH ALL LAWS REGULATING CONSTRUCTION AND ZONING IN THIS JURISDICTION.

  
CONTRACTOR'S SIGNATURE

10/13/14  
DATE

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
DATE

JASON TAYLOR  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME



October 13, 2014

Craig S. Carmichael  
City of Gulf Breeze  
Community Services Director  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

**Re: Development Review Board Application**  
**Project: 134 Highpoint Drive**  
**Applicant: Merrie J. Lee**  
**WSI Project #2014-290**

Dear Mr. Carmichael,

Please find enclosed a Level III Development Order Application to go before the November 4, 2014 DRB meeting. Ms. Lee is requesting authorization to replace a concrete wall with a vinyl seawall. The proposed wall will have an exposed height of 2.8 feet.

Supporting civil site plan drawings are attached. If any questions arise, please feel free to contact me by email at [jtaylor@wetlandsciences.com](mailto:jtaylor@wetlandsciences.com) or by telephone at 850-453-4700.

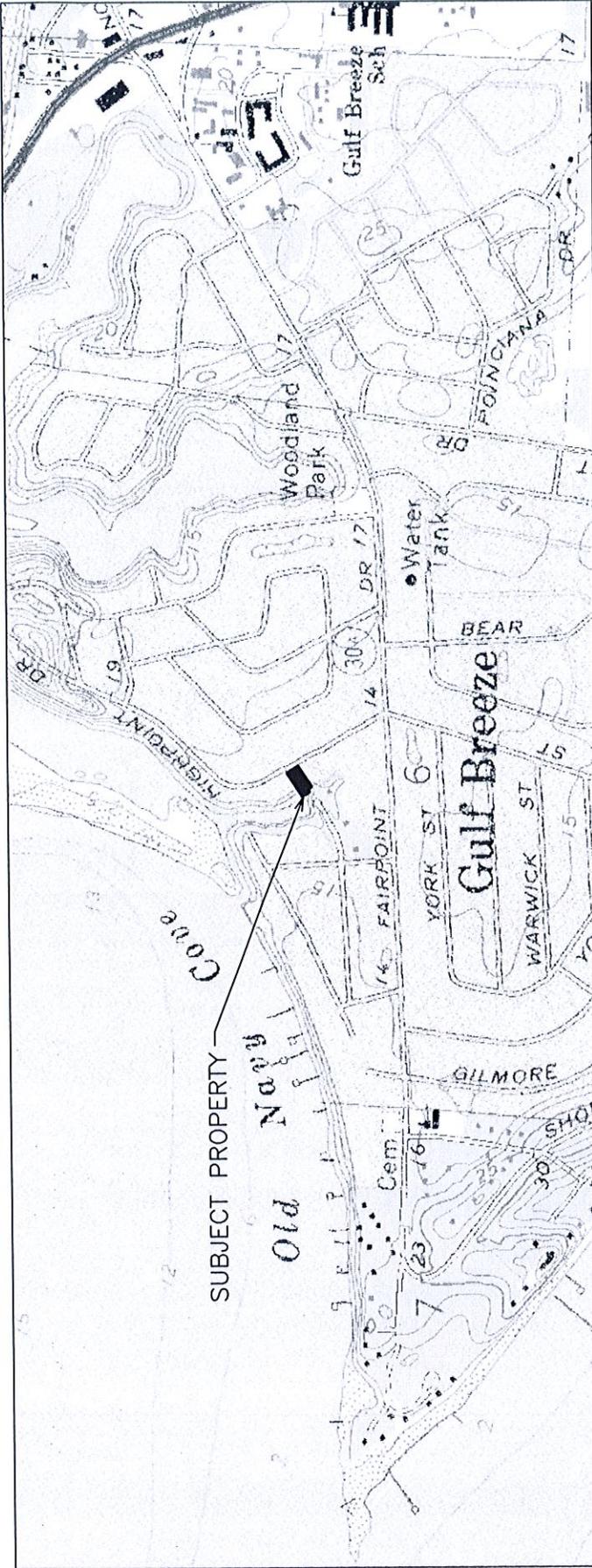
Sincerely,

**WETLAND SCIENCES, INC.**

Jason Taylor  
Environmental Scientist

Copy furnished: Merrie J. Lee  
Dale's Marine Construction  
File

APPLICANT: LEE



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING EAST ON CHASE STREET/US-98 TOWARDS GULF BREEZE. CONTINUE TO FOLLOW US-98 FOR APPROXIMATELY 4 MILES. TURN RIGHT ONTO FAIRPOINT DRIVE FOR 1 MILE. TURN RIGHT ONTO HIGHPOINT DRIVE. SUBJECT PROPERTY WILL BE LOCATED ON THE LEFT HAND SIDE OF THE ROAD WITH AN ADDRESS OF 134 HIGHPOINT DRIVE. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

PARCEL ID#  
 06-3S-29-0540-00100-0120  
 PROPERTY OWNER  
 MERRIE J LEE  
 1136 NESTLING CT  
 GULF BREEZE, FL 32563

PROJECT LOCATION

134 HIGHPOINT DRIVE  
 GULF BREEZE, FL 32561  
 LAT: 30.362006'  
 LONG: -87.186952'

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	SITE LOCATION MAP
2	EXISTING SITE CONDITIONS
3	PLAN VIEW DEPICTED ONTO AERIAL
4	PLAN VIEW OF PROPOSED SEAWALL
5	SEAWALL DETAILS (TYPICAL)

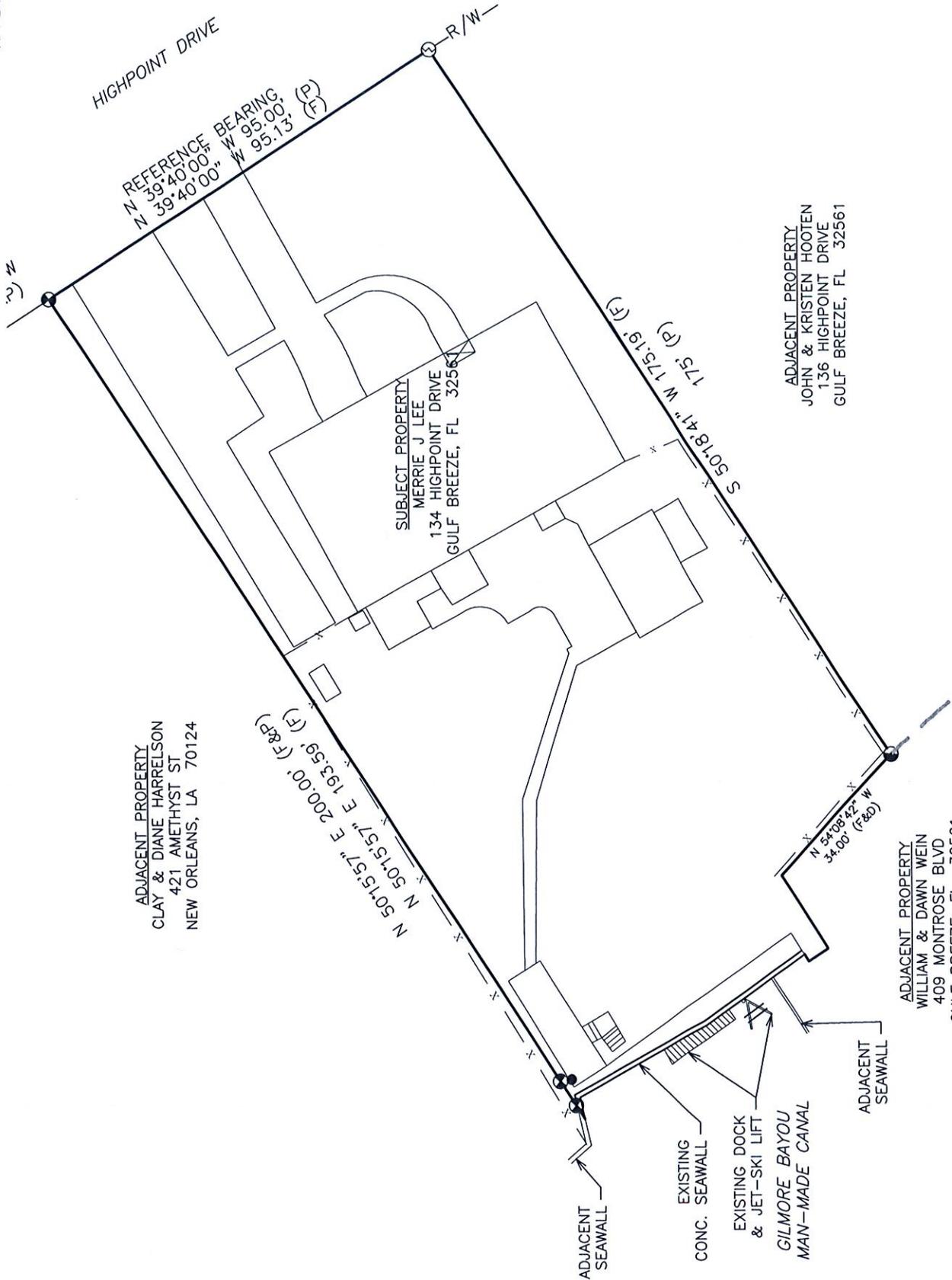


**WETLAND  
 SCIENCES**  
 INCORPORATED

ENVIRONMENTAL CONSULTANTS  
 1829 BAINBRIDGE AVENUE  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM

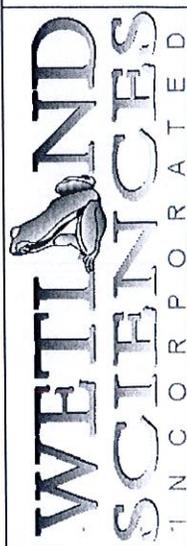
PROJECT NAME: 134 HIGHPOINT DRIVE SEAWALL
SITE LOCATION MAP
PROJECT NO.: 2014-290
BY: JAT DATE: 10/13/2014
SHEET: 1 OF 5

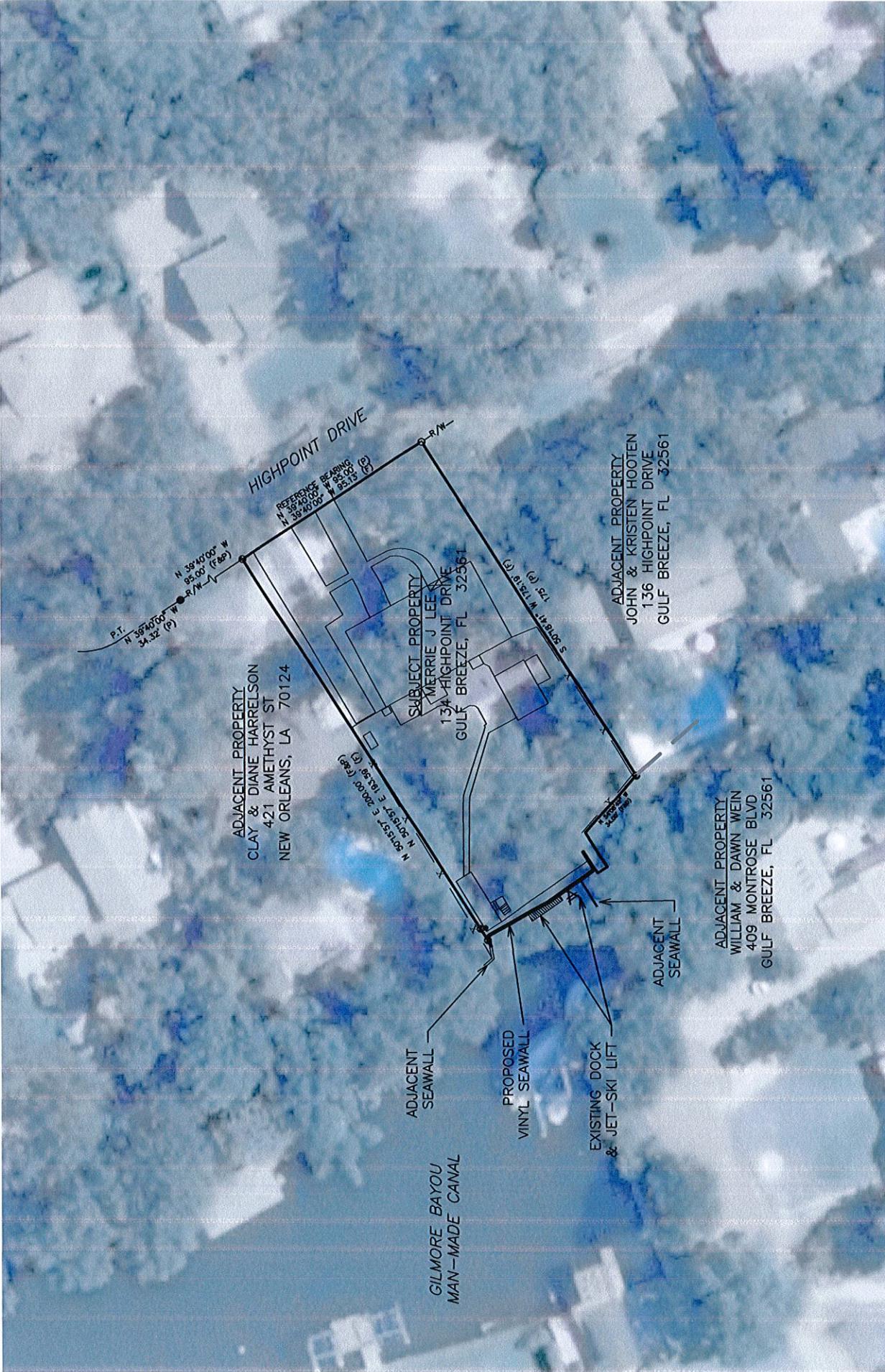
APPLICANT: LEE



PROJECT NAME: 134 HIGHPOINT DRIVE SEAWALL
EXISTING SITE CONDITIONS
PROJECT NO.: 2014-290
BY: JAT DATE: 10/13/2014
SHEET: 2 OF 5

**ENVIRONMENTAL CONSULTANTS**  
 1829 BAINBRIDGE AVENUE  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM





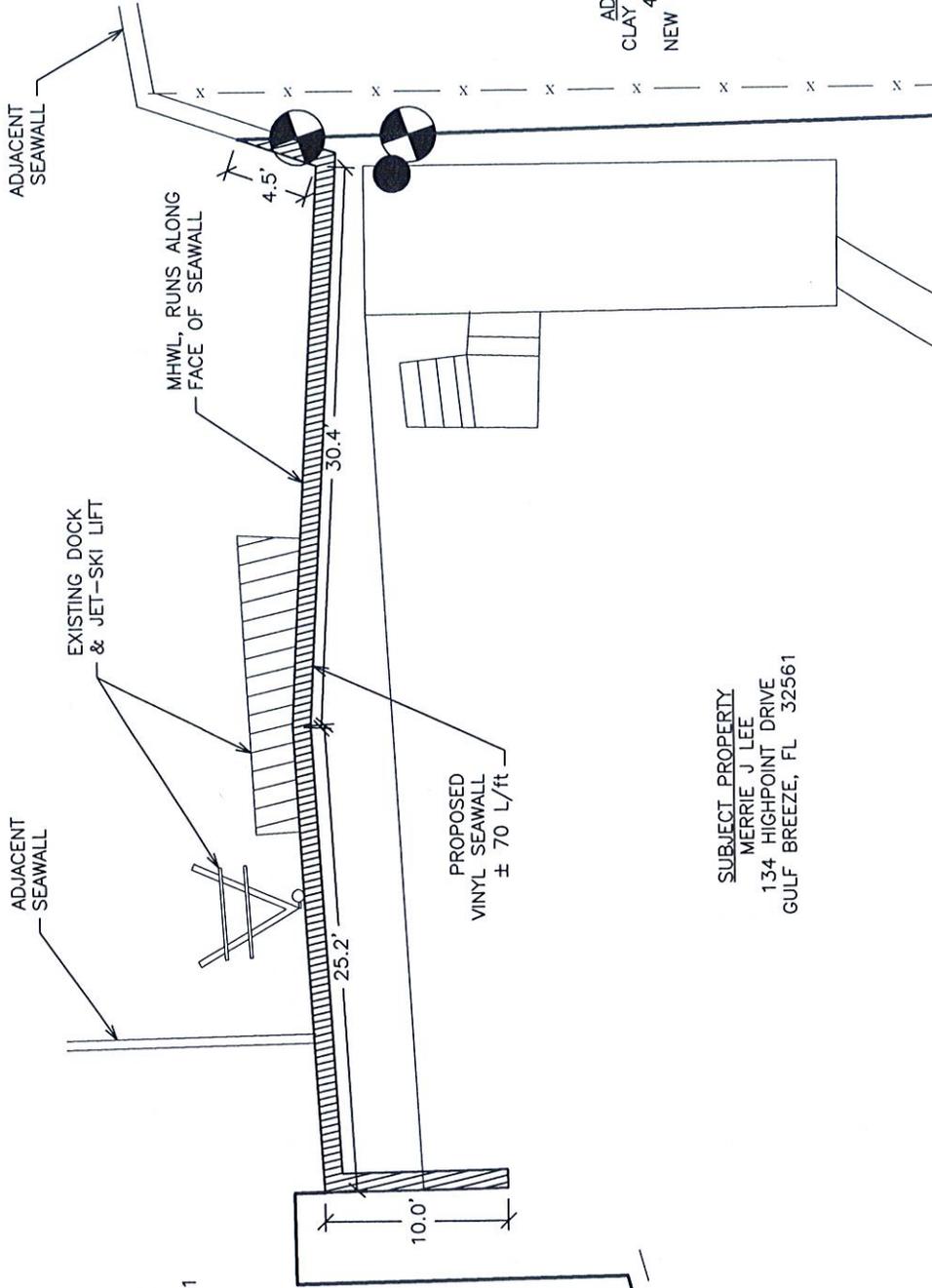
PROJECT NAME: 134 HIGHPOINT DRIVE SEAWALL
PLAN VIEW DEPICTED ONTO AERIAL
PROJECT NO.: 2014-290
BY: JAT DATE: 10/13/2014
SHEET: 3 OF 5

**ENVIRONMENTAL CONSULTANTS**  
 1829 BAINBRIDGE AVENUE  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM

**WETLAND**  
**SCIENCES**  
 INCORPORATED

APPLICANT: LEE

GILMORE BAYOU  
MAN-MADE CANAL



ADJACENT PROPERTY  
WILLIAM & DAWN WEIN  
409 MONTROSE BLVD  
GULF BREEZE, FL 32561

ADJACENT PROPERTY  
JOHN & KRISTEN HOOTEN  
136 HIGHPOINT DRIVE  
GULF BREEZE, FL 32561

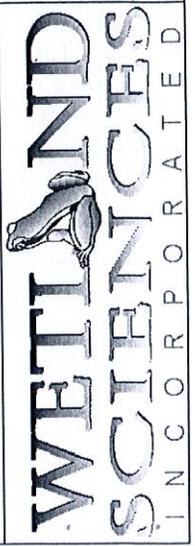
ADJACENT PROPERTY  
CLAY & DIANE HARRELSON  
421 AMETHYST ST  
NEW ORLEANS, LA 70124

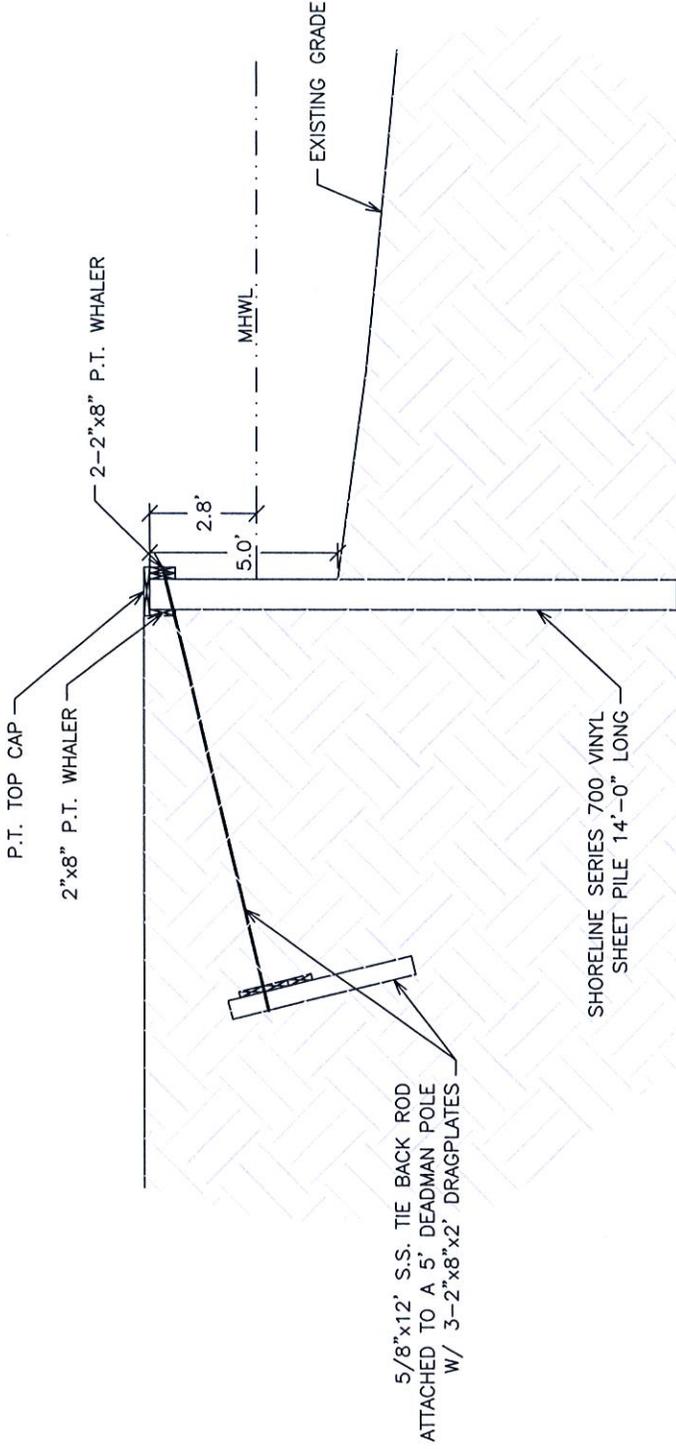
SUBJECT PROPERTY  
MERRIE J LEE  
134 HIGHPOINT DRIVE  
GULF BREEZE, FL 32561



PROJECT NAME: 134 HIGHPOINT DRIVE SEAWALL
PLAN VIEW
PROJECT NO.: 2014-290
BY: JAT DATE: 10/13/2014
SHEET: 4 OF 5

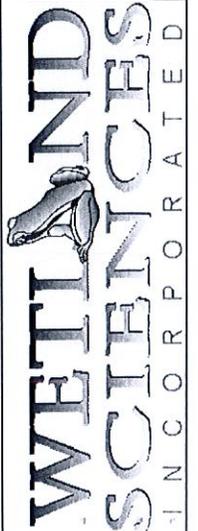
**ENVIRONMENTAL CONSULTANTS**  
 1829 BAINBRIDGE AVENUE  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM





PROJECT NAME: 134 HIGHPOINT DRIVE SEAWALL
SEAWALL DETAILS (TYPICAL)
PROJECT NO.: 2014-290
BY: JAT DATE: 10/13/2014
SHEET: 5 OF 5

**ENVIRONMENTAL CONSULTANTS**  
 1829 BAINBRIDGE AVENUE  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM





# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council

**From :**  Edwin A. Eddy, City Manager

**Date :** November 7, 2014

**Subject:** **Impact of Pensacola Bay Bridge Replacement Project - Wayside Park**

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During the previous set of meetings, the City Council discussed the request from the Florida Department of Transportation that the City "sign-off" on the attached "mitigation letter" prepared by FDOT. A number of questions were raised during the discussion. The City Council decided to retain Jeff Helms of Atkins Engineering to assist the City in the preparation of modifications to the "mitigation letter" that more completely answer the City Council's concerns.

We hope to have a re-draft of the letter prepared for your review prior to the November 12 Executive Session.



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :** October 23, 2014  
**Subject:** **Impact of Pensacola Bay Bridge Project on Wayside Park**

---

Via the attached letter, the Florida Department of Transportation has asked the City to concur that while the replacement of the Pensacola Bay Bridge project will have unavoidable impacts on the City's Wayside Park, the mitigation of those impacts has been coordinated with City staff and that the commitments contained in the letter are acceptable.

The Central West alternative has been selected as the "Recommended Alternative." Given the footprint of the replacement bridge and associated facilities, the impact on Wayside Park is as stated in the letter. Starting at the southern end of the project, the plans for mitigation include an entrance roadway on both sides, parking and facilities under the bridge and a two way road at the north end which will allow traffic to cross from one side to the other without using U.S. 98.

We think the new design with proposed mitigation as illustrated is adequate to offset the unavoidable impacts. The park will be safer and more usable to the public because of the entrance roads and the ability to cross under the bridge. The parking spaces lost will be replaced. The FDOT contractor will repave the parking lot and remove the old utility building on the northeast corner. The boat launch facility is slated to be rebuilt as part of a project funded with BP funds.

The second aerial attached illustrates ownership of affected property both in the park and submerged. We believe we should evaluate reclaiming a portion of this property. It is possible that some of the bridge rubble could be deposited on this site.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL DIRECT THE CITY MANAGER TO SIGN OFF ON THE PROPOSED LETTER INDICATING TO FDOT THAT THE CITY ACCEPTS AND CONCURS WITH THE MITIGATION OF THE IMPACTS ON THE CITY'S WAYSIDE PARK.**



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1074 Highway 90  
Chipley, FL 32428

ANANTH PRASAD, P.E.  
SECRETARY

September 22, 2014

Mr. Edwin A. Eddy  
City Manager  
P.O. Box 640  
1070 Shoreline Drive  
Gulf Breeze, FL 32562-0640

**RE: Pensacola Bay Bridge Project Development and Environment (PD&E) Study,  
Financial Project Identification Number: 409334-1-22-02  
Escambia and Santa Rosa Counties**

Dear Mr. Eddy:

We thank you for your ongoing cooperation during the Pensacola Bay Bridge PD&E Study and the City's recent letter in support of the Department's preferred Central West alternative for the location of the replacement bridge. Based upon the results of the public hearing testimony and the comments received from public officials, state and federal agencies, and the general public, the Department's final recommendation for the replacement bridge is the Central West alternative.

As part of the Section 4(f) Evaluation for permanent use and temporary occupancy of Gulf Breeze Wayside Park, the Federal Highway Administration (FHWA) requirements place emphasis on coordination with the public official(s) having jurisdiction over the Section 4(f) property. A desired result of the coordination effort is securing the City of Gulf Breeze's concurrence to not only the Department's recommended alternative but also the proposed mitigation for the unavoidable impact to the Gulf Breeze Wayside Park property.

The purpose of this letter is to identify the major design features of the Department's recommended Central West Alternative and the mitigation commitments associated with the impacts to Gulf Breeze Wayside Park. These commitments will be conveyed to the FHWA and incorporated into the project's Final Environmental/Section 4(f) document. Furthermore, the commitments identified herein will be included in the design-build contract requirements that the Department will issue for the completion of the project. The identification of these design features and commitments will ensure that the issues resolved through the Section 4(f) process will not be substantially modified without the City's consent.

**Description of Central West Alternative**

The Department plans to construct the Central West Alternative as shown in the concept plans for the Recommended Alternative contained in Appendix B of the project's *Preliminary Engineering Report (PER)*. Figure 1 attached hereto replicates the Central West Alternative concept plan in the vicinity of Wayside Park. In each direction of travel the roadway approach to the twin bridges will consist of three (3) vehicular lanes, a bike lane adjacent to the outermost travel lane, and a shared-use path that is separated from the main vehicular lanes. The vehicular travel lanes will be separated by an approximate 30 foot wide median. The twin bridges that cross Pensacola Bay will be extended over landfall and each bridge will consist of three (3) vehicular travel lanes bordered by left and right shoulders, with a shared use path adjacent to the outside shoulder.

The Central West Alternative has the following unavoidable impacts to Gulf Breeze Wayside Park:

1. Approximately 1.35 acres of land permanently acquired from the west side of the park;
2. Displacement of 18 parking spaces for vehicles and trailers;
3. Modifications of the east side and west side access connections to US 98;
4. Due to construction activities for the replacement bridge, temporary construction easements of approximately 1.5 acres and 1.46 acres within the east and west sides of Gulf Breeze Wayside Park, respectively. This temporary occupancy of Gulf Breeze Wayside Park is in addition to the permanent use of 1.35 acres.

**Proposed Mitigation for Section 4(f) Permanent Use and Temporary Occupancy**

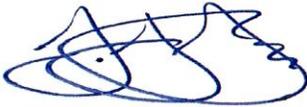
As a result of the above named unavoidable impacts to Gulf Breeze Wayside Park, the Department commits to the following mitigation measures:

1. Provide replacement parking for the 18 displaced boat launch parking spaces by reconstructing a portion of the existing parking lot and extending the bridge southward by six spans of approximately 90 feet each. The reconfigured parking beneath the bridge includes a pull-through driveway for boat-launching vehicles, 18 vehicle-trailer parking spaces, and approximately 28 additional standard parking spaces.
2. Reconstruct the existing boat launch parking area, including a new asphalt surface and pavement markings.
3. Reconstruct the two entrance roadways on each side of the park.
4. Re-landscape the park at locations mutually agreeable to the City and the Department. The landscaping will be maintained by the City of Gulf Breeze.
5. Remove the utility/maintenance building that is just north of the pavilion area of the park.
6. Provide a pedestrian connection between the east and west areas of Wayside Park in the general area of the existing connection.

7. Provide non-motorized paths across the new Pensacola Bay Bridge, thereby connecting the Pensacola Wayside Park with the Gulf Breeze Wayside Park.
8. Continued coordination with the City of Gulf Breeze during the design and construction phases of this project.

The Department of Transportation values your participation and we thank you for the cooperation that you have demonstrated throughout the development of this project.

Sincerely,



J. Brandon Bruner, P.E.

City of Gulf Breeze concurrence:

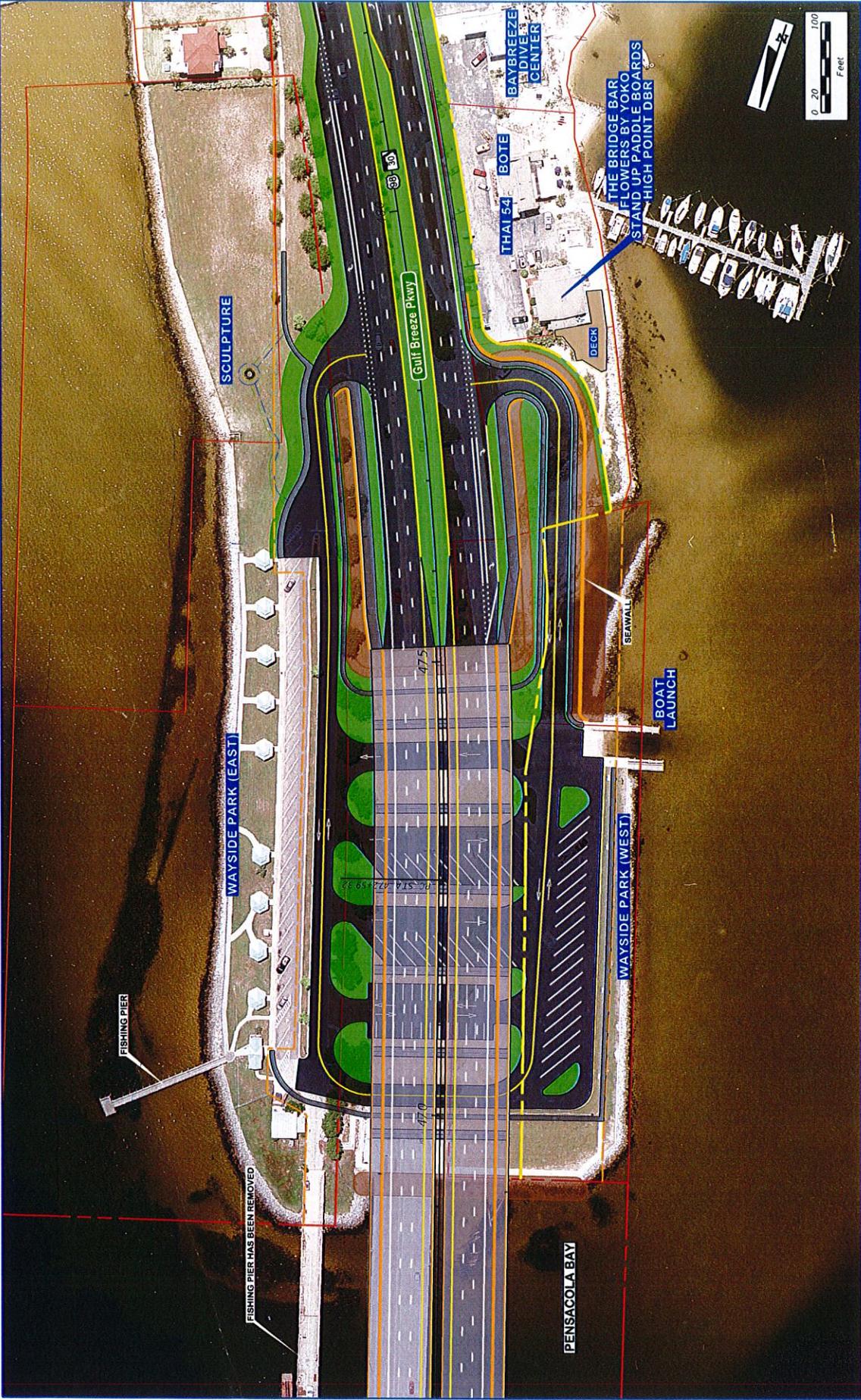
As the City Manager of Gulf Breeze, I acknowledge that the construction of the Pensacola Bay Bridge replacement project will have unavoidable impacts to Gulf Breeze Wayside Park, and that the Florida Department of Transportation mitigation plan as described herein has been coordinated with the City of Gulf Breeze staff and elected officials. As such, the City of Gulf Breeze and the Florida Department of Transportation have performed all reasonable planning for the minimization of impacts to the park; and that the commitments stated herein are acceptable as mitigation for the unavoidable impacts to Gulf Breeze Wayside Park.

---

M. Edwin A. Eddy, City Manager

Date

Gulf Breeze, Florida



**FIGURE 1**  
**RECOMMENDED CENTRAL WEST ALT.**  
**GULF BREEZE APPROACH**  
**(w/ DUAL SHARED USE PATHS)**

	EXISTING RW		GRASSED AREA
	PROPERTY LINE		RETAINING WALL
	PROPOSED RW		RIPRAP PROTECTION
	TEMP. EASEMENT		SIDEWALK
			BRIDGE

PENSACOLA BAY BRIDGE  
 PROJECT DEVELOPMENT AND ENVIRONMENT STUDY





# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :** October 2, 2014  
**Subject:** **Update – Rebuilding Pensacola Bay Bridge**

---

Mayor Zimmern, the City Attorney and staff met with FDOT District Secretary Thomas Barfield and his staff this morning. We discussed a multitude of issues relative to the above subject. The following is a summary of our meeting:

FDOT is now in the process of obtaining the final PD and E study from their consultants, Reynolds, Smith, and Hills. I think this includes approval of the environmental issues by the Federal Highway Administration. The completion of the PD and E study is expected by the end of 2014.

Federal funding is programmed to be available July of 2016. FDOT will advertise for a firm to complete the bridge design and construction (known as a design build contractor) in October of 2015. This would allow them to pick a firm and award a contract in July, 2016.

Design work and permitting would begin right away. Actual construction could begin during the first or second quarter of calendar year 2017.

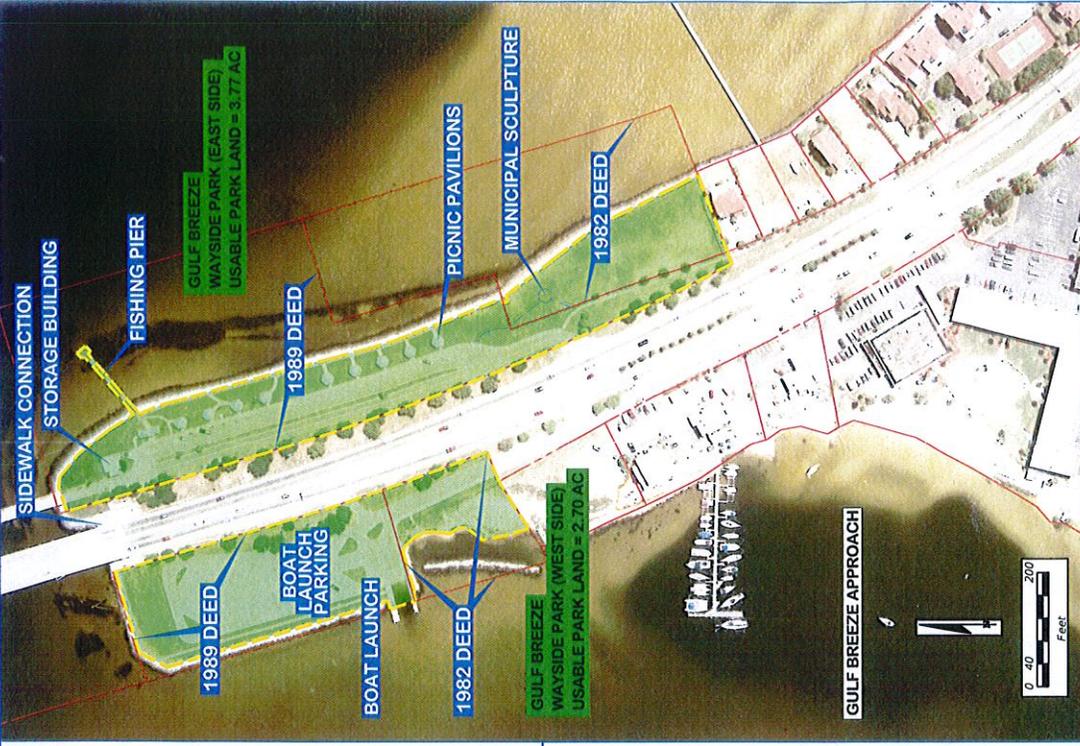
The western panel would be constructed first. It is slightly wider than the existing bridge. All four lanes of traffic would be moved to the west panel in mid-2019. Demolition of the existing bridge and construction of the eastern panel would be completed in late 2021 or early 2022.

It will be possible for a contractor to earn "points" in the evaluation process FDOT will utilize by proposing a shorter time frame for construction. The overall contract will likely require completion in 1,500 days or 4.1 years.

Two of the issues we are interested in pursuing further are the adequacy of the Wayside Park Boat Ramp and the possible reclamation of land to the east of the new bridge. The

City Attorney pointed out to FDOT that the new configuration of the parking lots in both sides of Wayside Park and the new access points to U.S. 98 may make Wayside Park much more popular than it is today. The City may wish to formally request FDOT to rebuild and expand the boat ramp as part of the project.

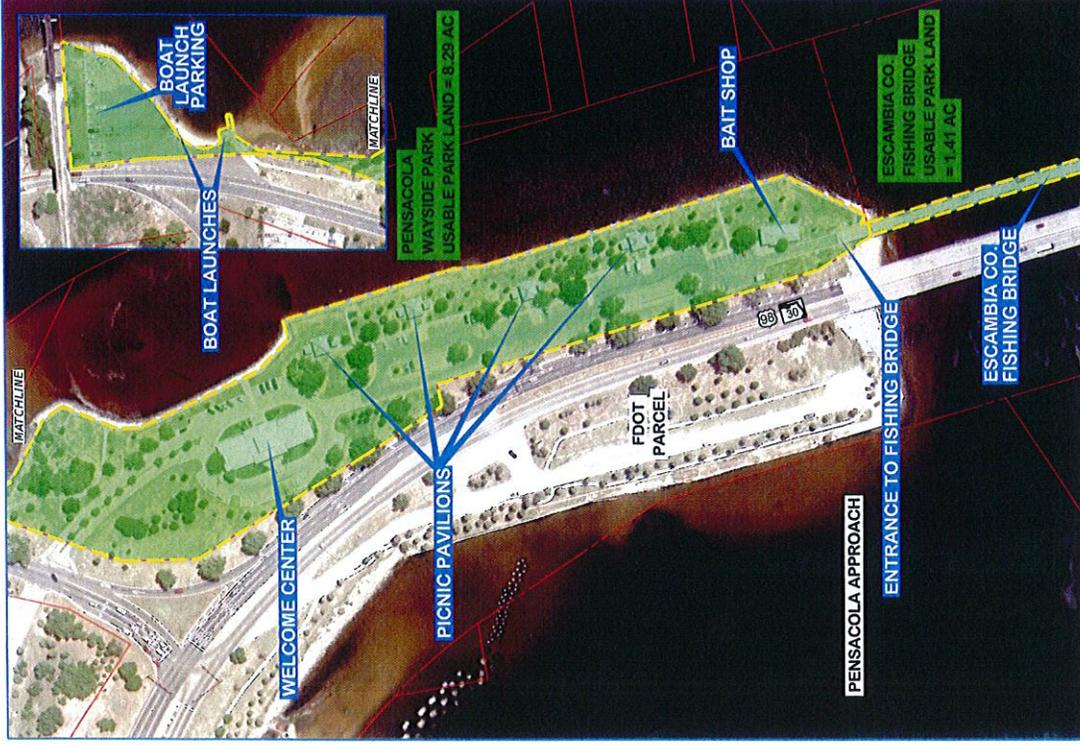
There is surplus property to the east of Wayside Park that may have been quit claimed to the City by deed from FDOT. The City may be able to recover a portion of this property as part of the project. Staff suggested we evaluate allowing FDOT to place pilings from the demolition of the old bridge in this location to begin the reclamation process. We will also examine permitting the disposition of pilings in the form of a breakwater to the west of U.S. 98 as shown in the City's Most Livable City plan.



**PENSACOLA APPROACH**  
**HIGHLIGHTS OF SECTION 4(f) FEATURES**  
 WAYSIDE PARK  
 18.14 AC OF TOTAL PARK LAND  
 8.29 AC OF USABLE PARK LAND  
 2 BOAT RAMPS WITH 14 PARKING SPACES  
 WELCOME CENTER  
 BAIT SHOP/STORAGE BUILDING  
 39 WELCOME CENTER PARKING SPACES  
 3 BUS PARKING BAYS  
 112 WATERFRONT PARKING SPACES  
 4 QUADRUPELX PICNIC SHELTERS  
 SITE ON GREAT FLORIDA BIRDING TRAIL  
 ESCAMBIA COUNTY FISHING BRIDGE  
 2,590' FISHING BRIDGE (1.41 AC)

**GULF BREEZE APPROACH**  
**HIGHLIGHTS OF SECTION 4(f) FEATURES**  
 WAYSIDE PARK (EAST SIDE)  
 3.77 AC OF USABLE PARK LAND  
 10 COVERED PICNIC PAVILIONS  
 28 PARKING SPACES  
 150' FISHING PIER  
 972 SF CINDERBLOCK STORAGE BUILDING  
 552' OF BOARDWALK  
 WAYSIDE PARK (WEST SIDE)  
 2.70 AC OF USABLE PARK LAND  
 36 VEHICLE / TRAILER PARKING SPACES  
 2-LANE LIGHTED BOAT RAMP

**TOTAL ACRES OF USABLE SECTION 4(f) LAND**  
 $8.29 + 1.41 + 3.77 + 2.70 = 16.17$  AC



**PENSACOLA APPROACH**  
**HIGHLIGHTS OF SECTION 4(f) FEATURES**  
 WAYSIDE PARK  
 18.14 AC OF TOTAL PARK LAND  
 8.29 AC OF USABLE PARK LAND  
 2 BOAT RAMPS WITH 14 PARKING SPACES  
 WELCOME CENTER  
 BAIT SHOP/STORAGE BUILDING  
 39 WELCOME CENTER PARKING SPACES  
 3 BUS PARKING BAYS  
 112 WATERFRONT PARKING SPACES  
 4 QUADRUPELX PICNIC SHELTERS  
 SITE ON GREAT FLORIDA BIRDING TRAIL  
 ESCAMBIA COUNTY FISHING BRIDGE  
 2,590' FISHING BRIDGE (1.41 AC)

**GULF BREEZE APPROACH**  
**HIGHLIGHTS OF SECTION 4(f) FEATURES**  
 WAYSIDE PARK (EAST SIDE)  
 3.77 AC OF USABLE PARK LAND  
 10 COVERED PICNIC PAVILIONS  
 28 PARKING SPACES  
 150' FISHING PIER  
 972 SF CINDERBLOCK STORAGE BUILDING  
 552' OF BOARDWALK  
 WAYSIDE PARK (WEST SIDE)  
 2.70 AC OF USABLE PARK LAND  
 36 VEHICLE / TRAILER PARKING SPACES  
 2-LANE LIGHTED BOAT RAMP

**TOTAL ACRES OF USABLE SECTION 4(f) LAND**  
 $8.29 + 1.41 + 3.77 + 2.70 = 16.17$  AC

**FIGURE 2.3.4 SECTION 4(f) SUMMARY OF FEATURES**

**PENSACOLA BAY BRIDGE PROJECT DEVELOPMENT AND ENVIRONMENT STUDY**

USABLE SECTION 4(f) LAND

EXISTING RW

LIMITS OF USABLE SECTION 4(f) LAND

FLORIDA DEPARTMENT OF TRANSPORTATION

SHEET NO. 2-44



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

November 5, 2014

To: Edwin Eddy, City Manager

From: <sup>RR</sup> Robert Randle, Chief of Police

Re: Forfeiture Fund Donation to the Santa Rosa Kid's House

The mission of the Santa Rosa Kid's House is to deliver a well-coordinated and multi-disciplined response to child abuse in an environment that puts the needs of children first. They accomplish this by using a multidisciplinary team approach to the investigation, safety planning and prosecution of cases involving victims of child abuse. This team includes law enforcement, child protection services, prosecutor, medical staff, mental health professionals, and victim advocacy. This is all done under one roof at the Kid's House.

The Kid's House Board of Directors is having a Holiday fund raiser to help offset the expenses of operating the House. The Kid's House does not receive funding from the County and must rely on donations to stay in operation. I am requesting to utilize our Contraband Forfeiture Account funds to donate a \$1,000 sponsorship to the Kid's House for their fund raising event. It should be noted that Santa Rosa County Sheriff Hall is making a \$5,000 donation to the Santa Rosa Kid's House out of their Forfeiture account. In Escambia County, Sheriff Morgan has donated \$50,000 from his Forfeiture Funds to the Escambia County Kid's House. As you can see, all Law Enforcement are big supporters of the Kid's House.

**RECOMMENDATION: That the City Manager approve the donation of Forfeiture Funds to the Santa Rosa Kid's House.**



## Mission, Goals and Vision

**The Mission** of the Santa Rosa Kids' House is to deliver a well-coordinated and multi-disciplined response to child abuse in an environment that puts the needs of children first.

To accomplish his, the SRKH has established the following goals:

**Goal 1:** Provide a child-focused setting that is comfortable, private and both physically and psychologically safe for diverse populations of children and their non-offending caregivers, within which to assess childhood physical and sexual abuse and facilitate their recovery from abuse.

**Goal 2:** Ensure a multidisciplinary team approach to the investigation, safety planning and prosecution of cases involving victims of child abuse that includes law enforcement, child protection services, prosecutor, medical staff, mental health professionals, victim advocacy and children' advocacy center.

**Goal 3:** Provide interview facilities that are conducted in a manner that is legally sound, of neutral, fact finding nature and are coordinated to avoid duplicative interviews.

**Goal 4:** Provided specialized medical evaluation and treatment to all victims and coordinated as part of the multidisciplinary team response.

**Goal 5:** Ensure victims and non-offending caregivers are provided with support and advocacy as part of the multidisciplinary response.

**Goal 6:** Provide specialized trauma-focused mental health services, designed to meet the unique needs of the children and non-offending caregivers as part of the multidisciplinary response.

**Goal 7:** Provide a formal process in which multidisciplinary discussion and information sharing regarding the investigation, case status and services needed by the child and family occur on a routine basis.

**Goal 8:** Ensure a formal process for monitoring case progress and case outcomes for all multidisciplinary team service components.

**Vision:** A community where all children are nurtured to learn and grow in the context of safe and stable families that are equipped with the tools to prevent abuse and neglect.

January 2013



## ***Gulf Breeze Police Department***

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

**Chief Robert Randle  
Deputy Chief Rick Hawthorne**

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

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *OK*

Ref: Special Event Application

Date: 10-31-2014

The Methodist Church has submitted a special event application for their annual 5K run. The run will be held on Saturday, February 14, 2015 and begin at 8:00am. The route, as in the past, will go down Fairpoint Drive, turn onto Highpoint Drive and return to the Church on Fairpoint Drive. Because of the number of side streets involved, this event requires a large amount of manpower. We will utilize on duty, off duty and auxiliary officers for traffic control.

**RECOMMENDATION: That the City Council approves the Methodist Church 5K run.**



## ***Gulf Breeze Police Department***

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

**Chief Robert Randle  
Deputy Chief Rick Hawthorne**

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

### **City of Gulf Breeze**

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

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

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

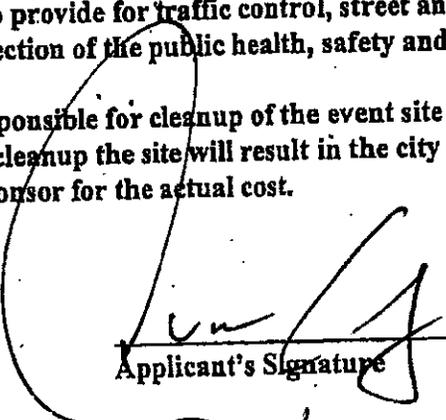
Special Event Application

Page 2

311 FAIRPOINT DRIVE · GULF BREEZE, FLORIDIA 32561 · (850) 934-5121 · FAX (850) 934-5127

GBPD-1 (01-2008)

- (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

25 Aug 2014  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Police Department's Approval

10-31-14  
\_\_\_\_\_  
Date

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

25 Aug 2014

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name GULF BREEZE UNITED METHODIST CHURCH  
Address 75 FAIRPOINT DRIVE - GULF BREEZE

2. PERSON REQUESTING PERMIT:

Name DUANE COWEN, JR  
Address 3095 PCA BLVD - NAVARRE (32566)  
Phone 334-414-4474

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

Name DUANE COWEN, JR  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

4. DATE, HOURS AND LOCATION OF EVENT:

14 FEB 2015 AT 8:00 A.M. (SATURDAY)  
- RACE & EVENTS WILL BE HELD AT GULF BREEZE  
UMC ON FAIRPOINT DR

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: - 5K FUN RUN WITH APPROXIMATELY 300 RUNNERS. FUNDS RAISED FROM THIS EVENT WILL BE USED TO FUND LOCAL, NATIONAL, AND WORLDWIDE MISSIONS.

[Signature] 25 Aug 2014  
Applicant's Signature/Date

\_\_\_\_\_  
Police Department's Approval/Date

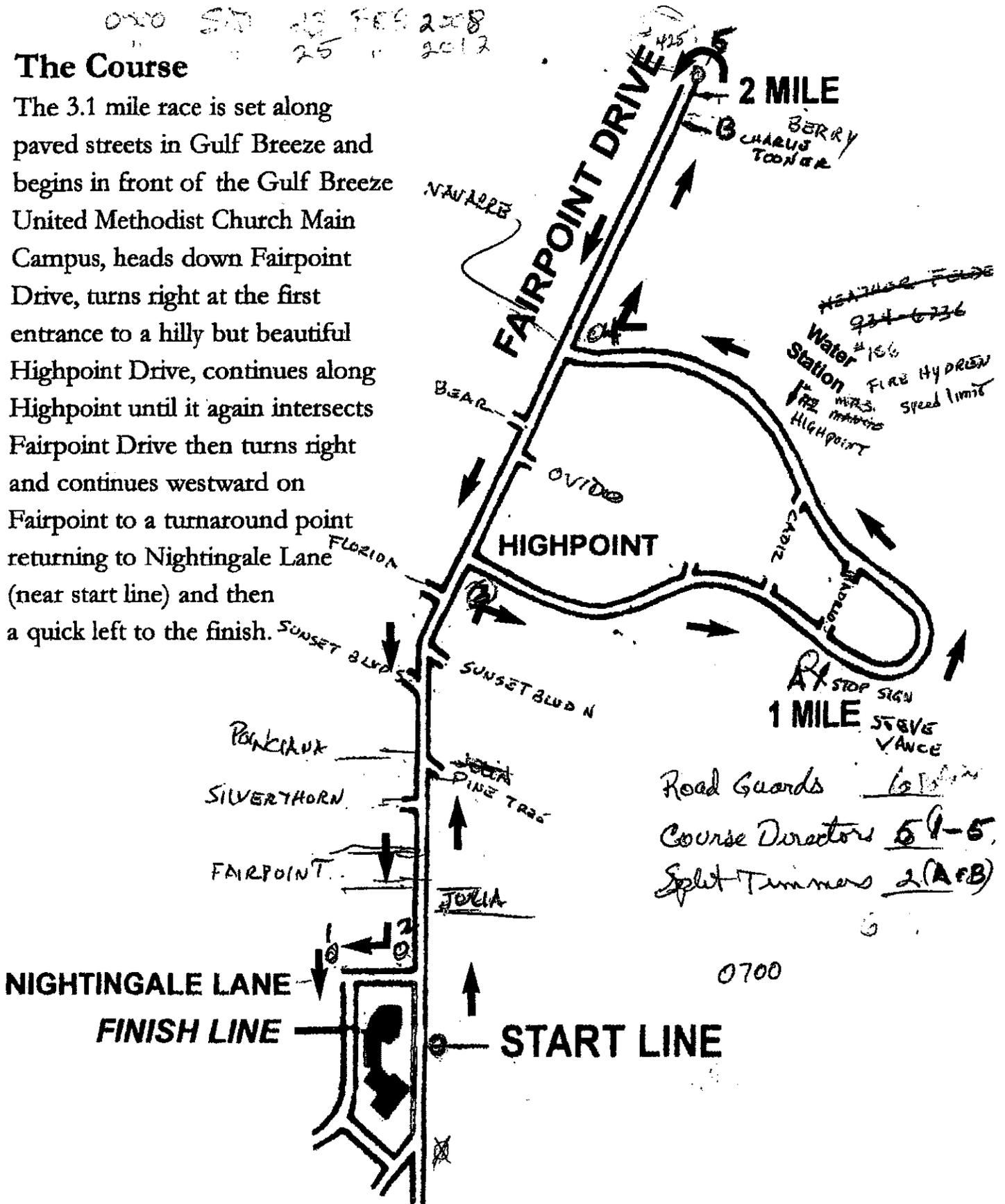
\_\_\_\_\_  
City Manager's Approval/Date

# Run For The World 5 K

0700 5:00 25 FEB 2008  
 25 " 2012

## The Course

The 3.1 mile race is set along paved streets in Gulf Breeze and begins in front of the Gulf Breeze United Methodist Church Main Campus, heads down Fairpoint Drive, turns right at the first entrance to a hilly but beautiful Highpoint Drive, continues along Highpoint until it again intersects Fairpoint Drive then turns right and continues westward on Fairpoint to a turnaround point returning to Nightingale Lane (near start line) and then a quick left to the finish.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Chris G. Pate	<b>CONTACT NAME:</b> Chris G. Pate <b>PHONE (A/C, No, Ext):</b> 850-432-9912 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> 850-432-3875
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gulf Breeze United Methodist Church 75 Fairpoint Drive Gulf Breeze, FL 32561	<b>INSURER A:</b> Travelers Ins	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Auto Owners Ins Co.	<b>18988</b>
	<b>INSURER C:</b> Cincinnati Insurance Company	<b>10677</b>
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY			CAP5898473	12/28/2013	12/28/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							\$
B	AUTOMOBILE LIABILITY			9599559600	12/28/2013	12/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			IDTCHUB569M493A14	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Run for the World February 14, 2015

City of Gulf Breeze is listed as an additional insured as respects to the General Liability.

<b>CERTIFICATE HOLDER</b>  City of Gulf Breeze 800 Shoreline Drive Gulf Breeze, FL 32561	<b>CITYGB1</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 



# *City of Gulf Breeze*

## *Memorandum*

**To** : Edwin A. Eddy, City Manager  
**From** : Thomas Lambert, Assistant Director of Public Services  
**Date** : November 6, 2014  
**Subject** : **AT&T Tower Lease Amendment**

---

AT&T has asked to add additional equipment to the elevated water tank on Camelia Street. The project will add three antennas to the existing lease. The proposed additional lease fee is \$300 per month. The current lease expires in 2021, so an amendment is appropriate in this situation.

The antennas will be attached to the existing corral, use existing raceways and will not require any additional space at the base of the tank. Structural calculations have been provide to insure the antennas can be supported on the tank without damage during a hurricane event.

The city's interim attorney has reviewed the document and proposed some changes shown in the attached copy. In the interest of time, we are asking the City Council to approve the amendment pending AT&T approval. Staff will ask City Council for additional approval if AT&T suggests any changes that should be considered.

**RECOMMENDATION:**

**THE CITY COUNCIL APPROVE AND AUTHORIZE THE MAYOR TO SIGN THE PROPOSED LEASE AMENDMENT WITH AT&T FOR THE LEASE ON THE ELEVATED TANK AT 14 CAMELIA STREET, PENDING APPROVAL OF THE FORM OF THE AMENDMENT BY AT&T.**

Market: Gulf Coast (FL.)  
Cell Site Number: \_\_\_\_\_  
Cell Site Name: Gulf Breeze  
Fixed Asset Number: 10078898

## SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT (this “**Amendment**”), dated as of the latter of the signature dates below, is by and between City of Gulf Breeze, a Florida municipal corporation, having a mailing address of P.O. Box 640, Gulf Breeze, FL 32562-0640 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor-in-interest to AT&T Wireless Services of Florida, Inc., a Florida corporation, d/b/a AT&T Wireless, having a mailing address of 575 Morosgo Dr., 13-F West Tower, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee (or their predecessors-in-interest) entered into a Watertank Lease Agreement dated August 19, 1997, as amended by that certain Amendment to Watertank Lease Agreement dated September 2, 2002 (collectively, the “**Agreement**”), whereby Lessor leased to Lessee certain Demised Premises, therein described, that are a portion of the Property located at 14 Camelia Street, Gulf Breeze, FL 32561; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for the installation of LTE antennas, associated cables and other communications instruments (collectively, the “**LTE Equipment**”); and

WHEREAS, Lessor and Lessee desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **LTE Equipment.** Lessor consents to the installation and operation of the LTE Equipment for a final configuration as more completely described on attached Exhibit B-2. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit B-2. Exhibit B-2 hereby replaces and supersedes Exhibit B to the Agreement.

2. **Rent Increase.** Commencing on the first day of the month following the date that Lessee commences installation of the LTE Equipment (the “**Rent Commencement Date**”), Rent shall be increased by Three Hundred and no/100 Dollars (\$300.00) per month, subject to adjustments as provided in the Agreement. Upon Lessee’s removal of ~~a portion or~~ all of the LTE Equipment, Rent will revert to the monthly Rent in effect prior to this Amendment original rate or proportionately based on the LTE Equipment removed, subject to adjustments as provided in the Agreement, upon thirty (30) days’ prior written notice to Lessor. Such Rent reversion shall take effect on the next month following the receipt of written notice by the Lessor of the actual removal of the LTE Equipment.

3. **Notices.** Section 23 of the Agreement is hereby deleted to reflect Lessee’s current notice address as follows:

If to Lessee: New Cingular Wireless PCS, LLC  
By: AT&T Mobility Corporation,  
Attn: Network Real Estate Administration  
Re: Cell Site #: \_\_\_\_\_, Cell Site Name: Gulf Breeze (FL),  
FA No: 10078898  
575 Morosgo Dr.  
13-F West Tower  
Atlanta, GA 30324

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department: New Cingular Wireless PCS, LLC  
Attn: Legal Department,  
Re: Cell Site #: \_\_\_\_\_, Cell Site Name: Gulf Breeze (FL),  
FA No: 10078898  
208 S. Akard Street  
Dallas, Texas, 75202-4206

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

**“LESSOR”**

**“LESSEE”**

City of Gulf Breeze,  
a Florida municipal corporation

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: AT&T Mobility Corporation  
Its: Manager  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Area Manager, Construction & Engrg.  
Date: \_\_\_\_\_

**LESSOR ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of City of Gulf Breeze, a Florida municipal corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she was authorized to execute this instrument with full authority and executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

**LESSEE ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as Area Manager, Construction & Engrg. of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such representative and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

## EXHIBIT B-2

### Lessee's Equipment

#### **AT&T Current Installation @ 150' RAD:**

- Six (6) Powerwave 7770 antenna
- Three (3) Andrew SBNH-1D6565B antenna
- Twelve (12) Powerwave LGP17201 tmas
- Three (3) Ericsson RRUS-11
- One (1) Raycap DC6-48-60-18-8F surge suppressor
- Two (2) Raycap DC2-48-60-0-9E surge suppressor splitter
- Twelve (12) lines of 1 5/8" coax
- Two (2) 3/4" DC cables
- Two (2) 3/8" Fiber cables
- One (1) Powerwave RET Controller with (1) 5/16" RET Control Cable

#### **AT&T Proposed Equipment Changes @ 150' RAD:**

- Removing Three (3) Andrew SBNH-1D6565B antenna

#### **LTE Equipment to be installed per this Amendment:**

- Six (6) Commscope SBNHH-1D65B antenna
- Three (3) Ericsson RRUS-12
- Three (3) Ericsson RRUS-32
- Three (3) Ericsson A2 RRU Modules
- One (1) Raycap DC6-48-60-18-8F surge suppressor
- Four (4) Raycap DC2-48-60-0-9E surge suppressor splitter
- Two (2) 3/4" DC Cables
- One (1) 3/8" Fiber cable

#### **AT&T Final Equipment Configuration @ 150' RAD:**

- Six (6) Powerwave 7770 antenna
- Six (6) Commscope SBNHH-1D65B antenna
- Twelve (12) Powerwave LGP17201 tmas
- Three (3) Ericsson RRUS-11
- Three (3) Ericsson RRUS-12
- Three (3) Ericsson RRUS-32
- Three (3) Ericsson A2 RRU Modules
- Two (2) Raycap DC6-48-60-18-8F squids
- Six (6) Raycap DC2-48-60-0-9E surge suppressor splitters
- Twelve (12) 1 5/8" lines of coax
- Four (4) 3/4" DC Cables
- Three (3) 3/8" Fiber cables
- One (1) 5/16" RET control cable

\* No changes to Lessee's ground area space



# City of Gulf Breeze

## Memorandum

**To:** Edwin A. Eddy, City Manager

**From:** Curt Carver  Deputy City Manager

**Date:** 11/6/2014

**Subject:** Utility Billing Processing

---

As the meter project has progressed, we have experienced an increasing level of frustration with the current vendor who processes/prints the bills. Efforts to expand the user history data range and clarify billing codes has been met with resistance and a general lack of responsiveness on the part of the incumbent. As you know, the City has used DataProse, a California company, for approximately 10 years. The current contract was last updated in 2007. While City staff has been generally satisfied with this relationship, recently it has been more difficult to achieve operational changes. This may be due, in part, to vendor internal restructuring over the last several years. As a result of this difficulty, staff has recently pursued several alternatives focusing on a proposal from Southwest Direct. Southwest Direct is located in Fort Myers, Florida and has an extensive statement printing and mailing operation serving both utility and healthcare clients. They currently serve over 30 municipalities/utility systems in the state.

We are currently paying DataProse \$.16/per bill. Southwest Direct currently has a contract with Collier County, Florida that they are willing to offer the City under the same terms and conditions. This contract was subject to an RFP process in 2013. This will avoid the necessity and expense of our own RFP process. A copy of that contract is enclosed. As you will see, the cost under this contract is \$.138/per bill. This yields an annual savings of approximately \$3,100. Southwest Direct has also indicated that they will be able to show 13 months of usage data on the bill and clarify certain billing codes, which will reduce the number of customer questions and provide a more comprehensive usage history. These two items have been the source of chronic customer complaints about the current billing format.

We have checked Southwest Direct references and they have indicated a very high degree of satisfaction. References indicated that Southwest Direct was responsive, proactive and offered

a high degree of support. All of the references contracted are of equal size or larger than the City's operation. Please note that the DataProse contract provides a 60-day termination notice. Staff is recommending that notice be given and that the City accept the proposal from Southwest Direct as an extension of the current Collier County agreement. Southwest Direct has already successfully processed some initial data in developing a proof of concept. Staff believes that a full transition should be relatively error free and seamless. Should you have any questions, please do not hesitate to contact me.

**Recommendation: That the City Council authorize staff to provide written notice of termination to DataProse of Oxnard, California and accept the proposal from Southwest Direct of Ft. Myers, Florida to print utility bills and provide direct mailing services in accordance with the terms and conditions of the current contract between Collier County, Florida and Southwest Direct.**

Enclosures

**Agreement For  
Direct Mailing Services Including Utility Bill Printing and Mailing**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Southwest Direct, Inc., authorized to do business in the State of Florida, whose business address is 2129 Andrea Lane, Ft. Myers FL 33912, (the "Vendor") and City of Gulf Breeze, a political subdivision of the State of Florida, (the "City"):

**WITNESSETH:**

1. **COMMENCEMENT.** The Vendor shall commence the work upon the issuance of a Purchase Order. The contract shall be for a two (2) year period, commencing on date of award and terminating two (2) years from that date, unless terminated in accordance with the provisions of Section 9, Termination.

The City may, at its discretion and with the consent of the Vendor, renew the Agreement under all of the terms and conditions contained in this Agreement for three (3) additional one (1) year periods. The City shall give the Vendor written notice of the City's intention to extend the Agreement term not less than ten (10) days prior to the end of the term then in effect.

2. **STATEMENT OF WORK.** The Vendor shall provide direct mailing services, including utility bill printing and mailing in accordance with the terms and conditions of Scope of Services Exhibit A, referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Vendor and the City Manager or his designee.
3. **COMPENSATION.** The City shall pay the Vendor for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit price, together with the cost of any other charges/fees submitted in the proposal, as per Exhibit B, hereby attached and incorporated by reference. Payment will be made upon receipt of a proper invoice and upon approval by the City Manager or his designee, and in compliance with Chapter 218, F.S., otherwise known as the "Local Government Prompt Payment Act."
4. **SALES TAX.** Vendor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.
5. **NOTICES.** All notices from the City to the Vendor shall be deemed duly-served if Mailed or faxed to the Vendor at the following Address:

**Southwest Direct, Inc.**  
2129 Andrea Lane  
Ft. Myers, FL. 33912  
Attn: Marty Bielecki, President  
Telephone: 239-768-9588  
Facsimile: 239-768-0408

All Notices from the Vendor to the City shall be deemed duly served if mailed or faxed to the City to:

**City of Gulf Breeze**  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561  
Attn: Director of Finance  
Telephone: 850-934-5115  
Facsimile: 8050-934-5114

The Vendor and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

6. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the City and the Vendor or to constitute the Vendor as an agent of the City.
7. **PERMITS; LICENSES; TAXES.** In compliance with Section 218.80, F.S., all necessary for the prosecution of the Work shall be obtained by the Vendor. Payment for all such permits issued by the City shall be processed internally by the City. All non-City permits necessary for the prosecution of the Work shall be procured and paid for by the Vendor. The Vendor shall also be solely responsible for payment of any and all taxes levied on the Vendor. In addition, the Vendor shall comply with all rules, regulations and laws of the City of Gulf Breeze, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Vendor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Vendor.
8. **NO IMPROPER USE.** The Vendor will not use, nor suffer or permit any person to use in any manner whatsoever, City facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Vendor or if the City or its authorized representative shall deem any conduct on the part of the Vendor to be objectionable or improper, the City shall have the right to suspend the contract of the Vendor. Should the Vendor fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Vendor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the City.
9. **TERMINATION.** Should the Vendor be found to have failed to perform his services in a manner satisfactory to the City as per this Agreement, the City may terminate said agreement for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance. In the event that the City terminates this Agreement, Vendor's recovery against the City shall be limited to that portion of the Contract Amount earned through the date of termination. The Vendor shall not be entitled

to any other or further recovery against the City, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

10. **NO DISCRIMINATION.** The Vendor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.

11. **INSURANCE.** The Vendor shall provide insurance as follows:

A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Vendors; Products and Completed Operations and Contractual Liability.

B. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers' Liability with a minimum limit of \$1,000,000 for each accident.

The City of Gulf Breeze shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Vendor during the duration of this Agreement. The Vendor shall provide City with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the City ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Vendor shall also notify City, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Consultant from its insurer, and nothing contained herein shall relieve Vendor of this requirement to provide notice. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

12. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Vendor shall indemnify and hold harmless City of Gulf Breeze, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Vendor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or anyone employed or utilized by the Vendor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of the City of Gulf Breeze.

The duty to defend under this Article 12 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Vendor, City and any indemnified party. The duty to defend arises immediately upon presentation of a claim

by any party and written notice of such claim being provided to Vendor. Vendor's obligation to indemnify and defend under this Article 12 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the City or an indemnified Party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

13. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the City by the Director of Finance.
14. **CONFLICT OF INTEREST:** Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Vendor further represents that no persons having any such interest shall be employed to perform those services.
15. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Gulf Breeze City Council.
16. **PROHIBITION OF GIFTS TO CITY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/ or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
17. **IMMIGRATION LAW COMPLIANCE.** By executing and entering into this agreement, the Vendor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Vendor to comply with the laws referenced herein shall constitute a breach of this agreement and the City shall have the discretion to unilaterally terminate this agreement immediately.
18. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
19. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Purchasing Policy.
20. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Vendor with full decision-making authority and by City's staff person who would make

the presentation of any settlement reached during negotiations to City for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Vendor with full decision-making authority and by City's staff person who would make the presentation of any settlement reached at mediation to City's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under Section 44.102, Fla. Stat.

- 21. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Santa Rosa County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
- 22. **CONTRACT STAFFING:** The Vendor's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The City reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Vendor shall assign as many people as necessary to complete the required services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service delivery dates.
- 23. **ASSIGNMENT:** Vendor shall not assign this Agreement or any part thereof, without the prior consent in writing of the City. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the City's consent, shall be void. If Vendor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Vendor all of the obligations and responsibilities that Vendor has assumed toward the City.

**IN WITNESS WHEREOF**, the Vendor and the City, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

**CITY OF GULF BREEZE, FLORIDA**

By: \_\_\_\_\_  
Its: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Stephanie D. Lucas  
Its: City Clerk

(Seal)

**VENDOR:**

**SOUTHWEST DIRECT, INC., A  
Florida Corporation,**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Witness:**

\_\_\_\_\_  
**Type/Print Name:** \_\_\_\_\_

## Exhibit A

### Scope of Services

#### Contract Overview

This contract covers outsourcing of all services related to the design, print, meter, mail and electronic delivery of monthly utility bills.

#### Background

The City uses BS&A utility billing system to process and print customer bills for monthly utility services to include but not limited to, water, sewer, storm water and natural gas service. The City currently outsources the design (to meet City specifications), printing, mailing, emailing notification of eBILL availability, and web access of all its utility bills and any supporting documentation.

In the BS&A billing system, CITY customers are assigned to billing cycles. The City currently prints bills for four (4) billing cycles each month. Approximately ten thousand (10,000) bills are mailed, or made available via the web, to customers each month. The estimated highest number of bills printed in a cycle is two thousand seven hundred (2,700). The estimated lowest number of bills printed in a cycle is two thousand (2000).

Bills that are mailed to customers currently consist of a one page (two sides, with the reverse side static information) bill and a return envelope. The bill is printed on an 8 ½" x 11" stock bill form with a perforated tear off payment remittance slip on the bottom of the bill, current print colors may be changed at some future time. Occasionally, inserts will be included with each customer bill. The inserts are either one or two (maximum) 8 1/2" by 11" pages. The inserts might be smaller than 8 1/2" x 11" or one folded 8 ½" x 14". In the future, City may be interested in sending multiple pages as a part of their utility bills. The large majority of customer bills are mailed to addresses within the U.S.; however, bills are sent to APO addresses.

The final processing and printing of bills for a cycle is all completed and performed on the same day. The due date that is printed on the bills is calculated based on the assumption that the bills will be printed and mailed on the same date that the bill is processed in the system. If the bills are printed and mailed at a date after the date that the final bill processing is performed, the customer's ability to pay before the due date printed on the bill is impacted. As a result, it is imperative that customer bills be printed and mailed on the same day that the final processing is performed.

The City currently has a standard bill print format that is used for all customer utility bills. Any new format must be compatible with the system that produces the original bill. The City must be able to locally print copies of bills from the vendor's website.

After the final processing of a cycle of customer accounts is completed, the BS&A system creates a file that contains the customer bill information. The format that the City presents the file to the current outsource vendor is a TXT formatted file; within the file are headers, trailers, detail, location, description of bill, totals, draft information, message and special characters contained by the format regulated data created by the software. The vendor will capture the data, and per the City's approved

design, populate and print bills; fold and stuff into envelopes provided by the supplier; seal and meter; and deliver to the United States Postal Service (USPS) on a daily basis. Postage for the mailing of local and nationwide customer bills will be charged to the City's USPS postage permit, international postage will be paid in advance via purchase order.

The City's current BS&A system identifies customer bills that are automatically paid by customers using bank drafts and other automated payments. Those customers receive a copy of their bill; however, the bill is marked as paid via bank draft or auto pay and the bill does not include a return envelope. The City's current BS&A system also identifies customer accounts where a duplicate bill has been requested to be sent to a secondary address. Email notification of bill availability is also a feature of the billing options provided to customers; the BS&A system identifies those customer bills where the customer has elected to receive eBILL notification.

The City requires that the vendor upload of customer bills to the vendor's website, continues.

### **Detailed Scope of Work**

The Vendor shall be responsive to the CITY requirements below and pricing will be inclusive of all labor, equipment, materials and other services to complete the entire scope of service.

#### **1. Data, Security and Technical Support**

- a. Provide a secure FTP site, or approved equivalent, for CITY to send, and the vendor to receive the daily files from City in the format identified by the City.
- b. Provide all technical support staff, software and equipment to complete the entire scope of Work.
- c. Ensure that the City's data is protected, secured and not shared with third party vendors, or other individuals, in accordance with local, state and federal regulations.
- d. Provide a "1 - 800" toll free or local telephone number for CITY support; telephone support must be from 7:00AM- 5:00PM (City of Gulf Breeze Local Time), Monday - Friday.
- e. Provide a four (4) hour, or less, response time for technical calls.
- f. Provide for an escalation of issues system, along with contact names, telephone numbers and emails.
- g. Provide for redundant data and equipment delivery systems in the event of a declared or Undeclared (by the City) disaster. A disaster is defined as fire, weather related, or other catastrophic loss of operational capability at the vendor's primary location for the execution and delivery of this service.

## **2. Internet Site**

- a. The vendor is required to upload customer bills to the vendor's website on completion of each cycle printing and maintain a minimum of eighteen (18) months of bills for each account. Customers will access this site via a link from the City's online account access website. City will replicate the printing of bills from this site in the event customers do not have access to the Internet. Any inserts will be uploaded to the vendor's website as well as the City's website.

## **3. Design, Print, Meter and Mail Services**

- a. Provide complete City invoice (bill, insert and envelope) design, printing, metering and processing of all bills per approved City prototype acceptance. Bills must be printed with the following: names, addresses, bar codes, OCR characters, plus billing usage information and graphical images, per CITY specifications.
- b. Provide for on-going changes to design of bills or inserts at the request of City. Quotes will be provided for all bills design changes and inserts printed by vendor. Quotes for inserts should include a per thousand basis as well as full customer base distribution.
- c. Provide for a maximum of two one page 8 ½" x 11" inserts or one 8 ½" x 14" folded insert, with option for multiple pages subject to an agreed pricing structure. Inserts can be flyers, brochures, etc.
- d. City data sent to the FTP site by noon each day must be processed, printed, metered and mailed the same day. Data sent after noon, must be processed, printed, metered and mailed by noon the following day.
- e. The customer due date that is printed on the bills must be 20 (twenty) days from the date the bill is printed (i.e. if the print date is 10/1/14, the customer due date is 10/21/14).
- f. Provide for separation of bills that are printed (i.e. customers using bank drafts and other auto pay methods will not receive return envelopes or targeted messages).
- g. Provide for separation of bills where customers have elected to receive email notification of eBILL availability via the City's website and send emails as appropriate.
- h. Provide for email delivery failure notification with rejection codes by billing cycle.
- i. Provide for the printing of duplicate bills to a secondary address based on data in the bill file.
- j. Provide for the lowest prevailing first class meter rate available for Utility bill metering domestically, international and Canadian. See also Table A below.
- k. Outgoing bills via USPS should be post marked with a Florida (preferably a City of Gulf Breeze) post mark, unless mailed under a disaster condition.
- l. Bills must be printed so that the use of return paper, envelopes, postage, etc., by billed customers is minimized.
- m. Provide for daily reports in Excel format of what has been printed, mailed, metered by class, etc.
- n. Provide reports for reconciliation of fees charged to City.

## **4. Miscellaneous**

- a. Ensure compliance with USPS CASS / MASS standards (notification of non-compliance is to be reported in written format to City within one (1) business day of notification by the USPS).
- b. Ensure certification of USPS NCOA - Link system (notification of non-compliance is to be reported in written format to City of Gulf Breeze within one (1) business day of notification by the USPS).
- c. Ensure compliance with USPS address verification/validation.

- d. Demonstrate the use of "environmentally friendly products" (inks, paper, etc.) without adding additional costs to this contract.
- e. Demonstrate a quality assurance program on a monthly basis to ensure that bills are being printed properly, metered and sent from the supplier's locations.
- f. Provide reasonable training to other City departments to incorporate similar bill, print and meter services for the same cost.
- g. Prepare and mail overdue and/or shut-off notices as directed by City.

**5. Disaster Recovery Plan:**

- a. Provide for disaster recovery plans in the event the distribution facility is down; recovery is of the utmost importance and service must be reinstated within forty eight (48) hours of the disaster declaration by City.
- b. Use of third party vendors during the disaster must adhere to all of the terms and conditions of this contract, including the security of the City's data.
- c. Disaster recovery facilities must be provided from outside of the State of Florida. Bills must be mailed on same schedule, post mark and color printing requirements may be eased upon written approval by the City in a disaster scenario.

**6. Additional Requirements**

**SECTION 1: PROCESSING OF MAILING AND BILLING DATA FILES:** Each business day, the City will send the Vendor files ("Data Files") that contain one, or multiple cycles of customer bill information. The City may send multiple files to the Vendor per day. The Data Files will be sent to the Vendor via the Vendor's secure FTP site. Data Files that the City sends to the Vendor's FTP site by 12:00 noon each business day shall be processed and all customer bills and inserts printed and mailed, by 5:00 pm the same business day. Data Files that the City sends to the Vendor's FTP site after 12:00 noon each business day, shall be processed and all customer bills and inserts printed and mailed by 5:00 pm the next business day. If the City's internal network is not able to send Data Files to Vendor, the City will contact the Vendor immediately and make arrangements to provide the Vendor with the Data files. Any travel expenses incurred will be reimbursed as per Section 112.061 of the Florida Statutes.

**SECTION 2: UNAVAILABILITY OF VENDOR'S FTP SITE:** The Vendors FTP site shall be available to the City twenty four (24) hours per day, seven (7) days per week, to accept Data Files. If the Vendor's FTP site is unavailable to accept Data Files from the City, the City shall notify the Vendor's designated contact person immediately and the Vendor shall make the necessary arrangements, at Vendor's sole expense, to obtain the Data Files from the City within twenty four (24) hours. If files are obtained before 12:00 noon of the same day of notification, Vendor agrees to process before 5:00pm the same day. If data files are obtained after 12:00 noon on the same day of notification, Vendor agrees to process before 5:00pm the next business day. If the Vendor does not process, print and mail all customer bills and inserts as outlined above, the City will assess liquidated damages as per Section 11 below.

**SECTION 3: DATA RECONCILIATION INFORMATION-** Upon completion of the processing, printing, and mailing of all customer bills in a Data File, Vendor shall email the City notifying them that the Data File has been successfully processed and the date and time that the customer bills were mailed. The email will contain a file with any address corrections identified for the customers in the Data File.

An email messages will be sent to a distribution list of the City employees. This list will be provided to the Vendor by the Utility Billing and Customer Service Department.

**SECTION 4: NCOALINKTM-** Vendor shall provide mail forwarding via the NCOALink from the United States Postal Service (USPS) to update the mailing address for customers in the Data Files when the customer bills are being printed. The customer mailing addresses in the Data Files are electronically matched to the national database of address changes within the last eighteen (18) months.

**SECTION 5: EQUIPMENT, SOFTWARE, AND FACILITIES-** It shall be the responsibility of the Vendor to obtain, and maintain all the equipment, software, services, and facilities required to accurately print and mail the City's bills within the timeframes defined in this Agreement. The City shall not be responsible for providing or maintaining any of the equipment, software, or facilities needed to process, print, and mail the customer bills and inserts.

**SECTION 6: SYSTEM IMPLEMENTATION SERVICES-** Vendor shall provide all implementation and system testing services as per Exhibit D and E to the City at no charge. The implementation will prepare the Vendor system to process, print, and mail the City's customer bills, including, but not limited to the following:

- Preparing the Vendor secure FTP site for accepting Data Files sent to the Vendor by the City Training City personnel to access the FTP site to transfer Data Files to the Vendor
- Implementing the City's bill print format into the Vendor system
- Design an interactive web site, which will allow the City's customers to view and print their bills
- Provide ongoing web site development

**SECTION 7: WEB SITE PROVIDED BY VENDOR -** Vendor shall make a web site available twenty- four (24) hours seven (7) days a week to allow the City's customers to access their utility bill information. A link will be implemented on the City's web site to transfer customers from the City's web site to the Vendor's web site. A City customer that accesses the Vendor web site will be required to enter their account number; the Vendor web site must authenticate the account number before displaying the customer's billing information. When a customer enters a valid account number, the Vendor's web site will display the customer's bills for the last twelve months. The customer shall have the ability to print a copy of any of the bills in their account. If the customer elects to print a copy of a bill, the format of the bill printed will be the same as the format of the bill that is mailed directly to the customer.

The customer bill information that is displayed on the Vendor web site will be limited to only those customer bills that have been processed, printed, and mailed by the Vendor. Customer bills that were not processed, printed, and mailed by the Vendor will not be available on the Vendor web site.

Vendor shall design, and implement the web site at no cost to the City. Additionally, there shall be no on-going cost to the City for the use or hosting of the Vendor web site.

Prior to the implementation of the web site, the City and the Vendor shall develop a web site design that is mutually agreed to by both the City and the Vendor.

**SECTION 8: UNAVAILABILITY OF VENDOR'S PRIMARY FACILITY** - For the duration of this Agreement, the Vendor shall have an agreement in place with a third party company to perform processing, printing, and mailing of the City's customer bills in the event that the Vendor's primary facility is unavailable due to an act of God, or other event that is beyond the reasonable control of the Vendor. If the Vendor's primary facility is unavailable, the Vendor shall have twenty four (24) hours from the time the City sends the Data File to the Vendor FTP site to have the third party company process, print all the customer bills and inserts, and mail the customer bills. Customer bills printed by a third party will be printed in black and white. If the Vendor FTP site is not available to accept the Data File, Vendor's responsibility for obtaining and processing the Data Files shall be as defined in Section 2 above.

Any and *all* costs incurred as a result of using the third party company to process, print, and mail the City's customer bills shall be the responsibility of the Vendor. The City shall not be responsible for any additional costs beyond the cost of processing, printing, and mailing customer bills as defined in this Agreement.

**SECTION 9: POSTAGE** - Postage for the mailing of local and nationwide customer bills will be charged to the City's USPS postage permit, international postage shall be paid upon request in advance via purchase order. The City shall provide Vendor with the required postage permit information, and it shall be the City's responsibility to ensure sufficient payments are made to the USPS to enable mailings to be made against the postage permit. Vendor shall be responsible for sorting, grouping, packaging, and in all other ways preparing the customer bills and inserts for mailing so that the lowest possible postage fee is charged for the mailings.

**SECTION 10: LIQUIDATED DAMAGES**- City and Vendor recognize that the turnaround time for processing the utility bills are critical and time sensitive under this Agreement, City will suffer financial loss if Vendor fails to achieve daily processing within the time specified above. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Vendor fail to achieve processing, printing, and mailing of customer bills and inserts within the timeframes established herein, City shall be entitled to assess, as liquidated damages, but not as a penalty, (\$1000.00) for each calendar day thereafter until processing, printing, and mailing of utility bills and inserts is achieved. Vendor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if Vendor fails to perform the Work within the required time periods.

**SECTION 11: NO WAIVER**- The failure of the City to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its rights thereafter to enforce each and every such provision.

**SECTION 12: CONFIDENTIALITY OF THE CITY'S INFORMATION**- Vendor acknowledges that all material and information supplied by the City which has or will come into the possession or knowledge of Vendor in connection with Vendor's performance is to be considered the City's confidential and proprietary information, disclosure of which information to or use by third parties will be damaging or which disclosure may be prohibited by law. Vendor agrees to hold such material and information in strictest confidence, not to make use of it other than for performance as defined in this Agreement to release it only to Vendor employees requiring such information, and not to

release or disclose it to any other party or otherwise violate applicable law with respect to any disclosure of information.

**SECTION 13: LICENSE TO DO BUSINESS IN FLORIDA** - For the duration of the Agreement, Vendor shall be licensed to do business in the State of Florida.

**SECTION 14: BILLING AND REPORTING** - Vendor will invoice the City on the last day of each month for the processing, printing and mailing of customer bills. If the last day of the month falls on a weekend or holiday the invoice will be sent to the City on the next business day. Vendor shall include with each invoice a report of the cycles of customer bills processed and the number of bills processed per cycle reconciling the total number of bills processed to the amount of the Vendor's invoice.

## 7. Quality Assurance Standards

**SECTION 1: QUALITY ASSURANCE** - Quality Assurance refers to Vendor's adherence to the City's required specifications of the final output of customer bills and inserts, including but not limited to, text alignment, color, and clarity. Any changes to Quality Assurance as described above must be mutually agreed upon between Vendor and the City.

To minimize risk of unacceptable Quality Assurance, Vendor will ensure its bill formatting software remains compatible with the City's software and Data Files. Vendor will upgrade its software as is reasonably necessary and as upgrades are available to ensure Quality Assurance.

Vendor will implement quality control standards in the areas of the Data File confirmation and reporting, address correction and mail forwarding, file processing, and print assurance. City can verify 100% mail on all customer bill cycles through extensive reporting that will be provided by Vendor including:

- **Transmission Reply** - Report to verify the numbers of records received in each Data File, the number processed for production, and the dollar amount due from the file.
- **Address Correction** - Vendor will provide address correction via CASS (Coding Accuracy Support System) Certification, a control of the United States Postal Service. CASS Certification works by cleaning and standardizing City addresses to ensure they meet USPS specifications. CASS will standardize the address spelling, add the nine-digit ZIP code (ZIP + 4), assign a delivery point barcode, report uncertified entries, and provide postal documentation. In addition, Presort will qualify the mail for the lowest possible postal rate. After City's file is processed, a CASS Error Report is supplied in an Excel file format and emailed to a City contact designated by City.
- **NCOALink - Track move eligible to be forwarded addresses, and sort analyze each processing cycle that is issued at the time of production.**
- **File Naming Conventions**- Tactic used by Vendor to ensure that only the City's data is processed through the template created for the City's customer bills, thereby avoiding print errors.
- **Prints Assurance Feature** - Matches City paper code to the customer code in City's file to ensure City data is printed on the corresponding paper stock.
- **Quality Control Checks**- Each Vendor department on the production floor performs a series of quality checks at every station such as visual inspection, random sampling and hand sorting prior to machine insertion.

**SECTION 2 - SERVICE AVAILABILITY** - The Service Availability component encompasses those systems utilized by Vendor to provide the service to the City under the terms and conditions of this Agreement. Service Availability includes Technical Error Resolution and Production Issues. Technical Error Resolution refers to any situation that interferes with the Vendor's ability to conduct the mechanical process(es) required to provide the data, i.e., Vendor servers being inoperable, and changes in bill or bill data format. Production Issues refer to any situation, other than Technical issues, that interfere with the Vendor's ability to process the City's billing data in accordance with the requirements in this Agreement.

To minimize risk of unacceptable Service Availability, Vendor will ensure its bill formatting software remains compatible with City's software. Vendor will upgrade its systems and software as is reasonably necessary and as upgrades are available to ensure Service Availability. Additionally, Vendor will inspect the City's data transmissions for any physical damage and verify that the record count agrees with the transmittal. All Data Files will be tested for read errors. City will be notified immediately if any problems occur with the transmission and a time will be established with City for retransmissions of the Data File. Vendor will work closely with the City to make sure the Data Files are formatted correctly, minimizing any chance of error.

**SECTION 3 - ERRORS** - In the event the Vendor mails bills to customers with errors within any given cycle, Vendor agrees to bare the total cost and any and all expenses associated to reprint, reprocess and re-mail bills to customers. These costs include, but are not limited to, postage, data re-processing, supplying new envelopes and forms, printing, data imaging, inserting and delivery to post office within twenty four (24) hours of error occurring. Errors include, but are not limited to, formatting, discoloration, upside down bills, bills printed on incorrect stock, etc. Errors could range from one error per billing cycle, several errors per billing cycle, an entire cycle or a series of cycles.

**Exhibit B**

**Pricing**

Scenarios	Price for Design, Printing, Sorting, Mail Preparation
A prototype of typical bill with no inserts, including bill and return envelope	\$ <u>      .138</u> Price per piece
A prototype of typical bill with no inserts assuming bank draft. E-Bill	\$ <u>      .133</u> Price per piece
A prototype of typical bill with inserts and return envelope.	\$ <u>      .138</u> Price per piece
Envelope Impression fee	\$ <u>      0.01</u> Price per Envelope



# City of Gulf Breeze

## Memorandum

**To:** Edwin A. Eddy, City Manager  
**From:** Curt Carver, Deputy City Manager  
**Date:** 11/6/2014  
**Subject:** Tiger Point RFP

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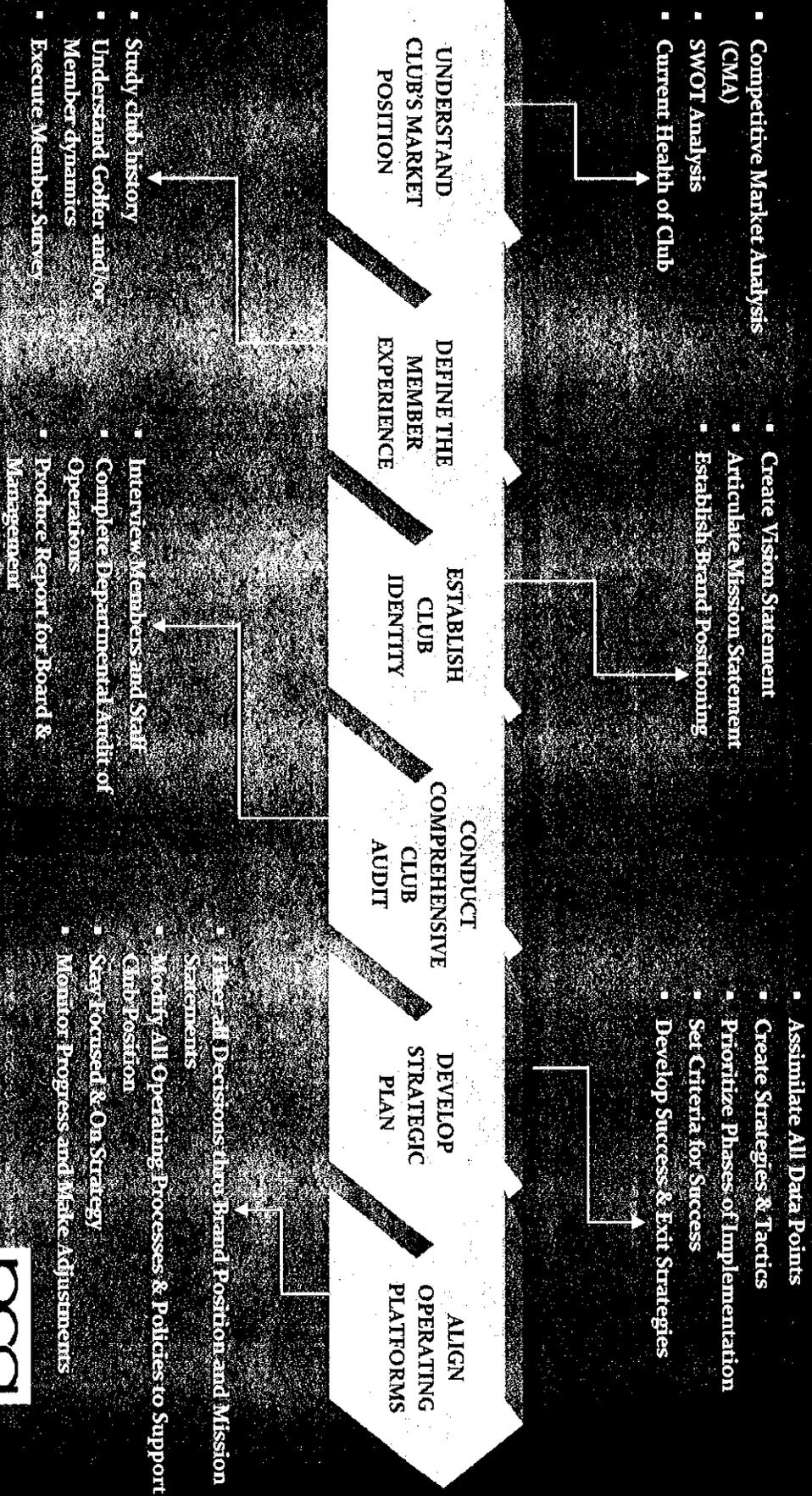
As you know, Staff's recommendation to retain the services of International Golf Services to perform an operational audit was tabled at the October 29<sup>th</sup> Executive Session. I believe this was more a function of the quality of the presentation and not the concept itself. Pursuant to our discussions, I have prepared the enclosed draft RFQ/RFP for an operational audit and development of a business plan for Tiger Point. The specific scope of work can be found on pages 13 through 15 of the draft. It includes the following major elements:

- Critical review of current operations
- Stakeholder input
- Operational analysis
- Market analysis
- Business Plan development and implementation steps.

The general outline of the scope can be seen on the enclosed flow chart. Please note that this is one vendor's model that appears to represent the desired work product. This draft has been reviewed and commented on by staff. Should you have any questions, please do not hesitate to contact me.

**Recommendation:** That the City Council authorize the issuance of the RFQ/RFP for an operational audit and business plan development for Tiger Point as presented.

Enclosures



# **CITY OF GULF BREEZE**

**Request for Qualifications/Request for Proposals (RFQ/RFP):  
Golf Course Operational Audit and Business Plan Development**



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

**Operational Audit and Business Plan Development for Tiger Point Golf Course  
Request for Qualifications/Proposals (RFQ/RFP)**

The City of Gulf Breeze is issuing a Request for Proposals/Qualifications (RFQ/RFP) from qualified bidders to conduct an Operational Audit and develop a Business Plan for the Tiger Point Golf Course.

The deadline for submissions is \_\_\_\_\_ AM on \_\_\_\_\_,  
\_\_\_\_\_, 2014

The sole point of contact for this RFQ/RFP is:

Curt Carver, Deputy City Manager  
**City of Gulf Breeze**  
1070 Shoreline Drive  
Gulf Breeze, Florida 35261  
(850) 203-6033  
ccarver@gulfbreezefl.gov

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## 1 Introduction

The City of Gulf Breeze, Florida (the City) is seeking the services of a qualified consultant to conduct an operational audit, market feasibility and business plan development study which will satisfy the requirements described in this RFQ/RFP. The purposes of this effort are to assess the operations and financial viability of the Tiger Point Golf Course (Tiger Point), analyze the local and regional competitive golf markets, develop a sustainable business plan, a strategy for implementation of such a plan and related capital improvements. It is intended that this study be conducted by a firm or individuals who possess considerable knowledge of and exposure to a wide variety of golf course facilities and operations, particularly full service municipal courses located in the Southeast. Information from this study will assist the City in shaping a realistic vision for the future of the facility. Interested parties are required to respond in written form to this request for proposals. Documentation supporting qualifications to provide requested services shall be submitted. Respondents must be bona fide providers of the products and services requested.

The objective of this RFQ/RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for an operational audit, market feasibility and business plan development study to assess the operations and financial viability of the Tiger Point, analyze the local and regional competitive golf markets, develop a sustainable business plan and a strategy for implementation of such plan and to make recommendations regarding certain major capital improvements.

## 2 Background Information

The City is located on Florida's western panhandle at the end of the Fairpoint Peninsula in Santa Rosa County. It is a small, beautiful community, bounded on the north, west and south by water that prides itself on its small-town character, quality education, excellent local government, superb parks and recreation facilities. It covers approximately five square miles and has 6113 residents. Gulf Breeze is separated on the north by a three mile bridge across Pensacola Bay from the City of Pensacola and Escambia County, and the south by the Bob Sikes Bridge (commonly known as the Pensacola Beach Bridge) over Santa Rosa Sound to Pensacola Beach. To the east is the 1,329 acre Naval Live Oaks Reserve of the Gulf Islands National Seashore. As a result, residents enjoy a quiet residential community just a few minutes from the Gulf of Mexico and the City of Pensacola. Gulf Breeze has 18 miles of waterfront and three protected bayous where residents enjoy all sorts of waterfront activities. The City has two of the best boat ramps in the area in close proximity to the Pensacola pass located at Shoreline Park and Wayside Park. There are 105 acres of undeveloped park property along the water for a leisurely walk in the woods.

The City is governed by an elected Mayor and four City Council members who direct a City Manager. The City Manager in turn, is responsible for the day-to-day operations of the City's departments. It has a stable, full-service, innovative government, which is recognized as a leader in financial affairs. The City has five enterprise funds consisting

of an 18-hole golf course, a natural gas utility, water and wastewater utilities, storm water utility and a financial services bond pool program. The City has over 517 acres devoted to recreation. In addition to Tiger Point, recreational opportunities include multiple parks, a modern recreational center, ten lighted tennis courts and a popular boat launch. The City's demographics are as follows: total population 6113, 48.5% males/51.5% female, estimated median age 47 years old, median household income \$75,954. The per capita median income is \$42,955. Home ownership rate is 73.9%

## **2.1 Course and Facilities**

The City acquired Tiger Point Golf Course in 2012 at a cost of \$2.9 million. Since acquisition, the City has invested another \$1.9 million in capital and other improvements to rehabilitate the facility. Tiger Point was originally purchased with a collateralized loan. This debt and other capital and operational costs will likely be refinanced with municipal bonds in the future.

Tiger Point consists of 308 acres originally designed for two 18-hole courses, known simply as the East Course and West Course. At the time of acquisition, only 27 holes were operating. The West Course had been damaged a decade earlier by Hurricane Ivan and the prior owner had never fully repaired the course. Only nine holes of the West Course were playable. Earlier this year, play was stopped on the nine-hole West Course to prepare for the possible reconstruction of another 18-hole course on this portion of the property. More information on Tiger Point can be found at its website: [www.tigerpoint.com](http://www.tigerpoint.com).

While owned by the City, Tiger Point is located outside of City limits. Within the course property is the South Santa Rosa Utility System (Utility) wastewater treatment plant, which is owned and operated by the City. Tiger Point is a key component of the Utility allowing it to dispose of the plant's treated wastewater on the course where it is reintroduced into the local aquifer through the golf course's irrigation system. Currently, the irrigation system is permitted for 1.3 million gallons of treated effluent per day. The ability to expand the treatment plant and to control the continued disposal of treated wastewater effluent on Tiger Point was a fundamental reason for the City's acquisition of the golf course property. As such, the City will continue to emphasize the needs of the Utility in relationship to golf course activities.

The East Course was constructed in 1979 and designed by Jerry Pate. It is a par 72 non-returning Coastal Links Style course with water in play on 14 holes. Total distance is 7041 yards. The East Course is a challenge for the low handicap golfer. Six sets of tees at each hole allows golfers to choose the level of difficulty that best fits their game and handicap. A new West Course design is presently underway. The City has selected Robert C. Walker for this design. The current design proposal includes a par 71 returning Coastal Links Style course that will be well suited for the mid to high handicap recreational golfer. Total distance is currently planned at 6593 yards. The actual design and construction schedule has yet to be finalized. It is estimated that this improvement will cost approximately \$3.6 million. The project and its funding source is currently under

evaluation by the City Council. It is expected that the successful Respondent will provide recommendations to the City on the feasibility of this project.

Tiger Point offers golfers of all handicaps both a challenging and enjoyable round of golf. The course has a grass driving range, a full service food and beverage facility and fully stocked Pro Shop. Plans are currently underway to renovate a vacant structure next to the Club House in order to relocate the Pro Shop and move it out of the Club House. The cost of this project is \$160,000. The space which will be freed up in the Club House will be converted to additional dining/bar area. The second phase of this project is a major renovation of the club house at an estimated cost of \$1.4 million. Preliminary designs increase the general dining and bar area capacity from 174 to 202 and banquet capacity from 100 to 240 persons. The City is in the early stages of this process and the project and funding sources are being evaluated. It is expected that the successful Respondent will provide recommendations to the City on the feasibility of this project.

The complex currently includes the following:

- 18-hole golf course.
- Comprehensive practice facility with driving, putting and chipping areas.
- Two story Club House, including Pro Shop, restaurant and bar facility with indoor seating for 74 patrons, banquet room with seating for 100, an outside patio area that can seat 100 diners, conference room, storage rooms, men's/women's locker rooms and administrative offices.
- Golf cart barn and 2 maintenance buildings.
- Landscaped entry way and parking lot.

All the equipment used on the golf course is owned by the City.

The course is open 364 days per year and closed Christmas. Hours of operation are 7:30 AM to dark, weather permitting. The restaurant hours are 11:00 AM to 5:00 PM, Monday thru Wednesday, 11:00 AM to 9 PM, Thursday thru Saturday and 10:00 AM to 5:00 PM on Sunday. Tiger Point is a family facility operated by a welcoming staff. Tiger Point receives play from area residents that pay an annual membership fee as well as those residents and visitors that pay on a per-play basis. The fee structure for the memberships and cart fees is shown below:

#### Membership Fees

<i>Membership Type</i>	<i>Monthly Fees</i>
Single	\$180.00
Family	\$225.00
Active Military Single	\$109.00

Active Military Family	\$129.00
Junior	\$ 45.00
Corporate*	\$259.00
*Includes 2 designees, up to 6 additional for \$100 each.	

#### Cart Fees

18-hole cart fee	\$18.00
Walk*	\$10.00
Cart Plan Single	\$150.00
Cart Plan Family	\$180.00
Trail Fee Single**	\$130.00
Trail Fee Family**	\$150.00
* Member/guests only	
**Available to members with private carts only.	

#### Member Guest Prices

Until Noon	\$34.95
Noon to 4:00 PM	\$24.95
4:00 PM and after	\$19.95

Tiger Point is a host location for the First Tee of Northwest Florida and the PGA Junior League. In addition, Tiger Point offers participation in the Gulf Breeze Junior Golf League during the fall, winter and spring months, designed to keep juniors involved with golf year-round.

Currently, all golf course management and maintenance, as well as Pro Shop activities, are performed by staff who are employed by the City. Merchandise in the Pro Shop is sold through an IBS point of sale system with the Golf Professional managing the inventory and setting pricing. The restaurant and catering facility is also managed by City staff. Servers however, have been hired through a temporary employment agency.

## 2.2 Operations

### Financial Performance

Tiger Point was purchased "as is" by the City for \$2.9 million. That purchase price reflected the deteriorated condition of the facility and its equipment. Since acquiring Tiger Point in December 2012, the City has invested another \$1.9 million for improvements to the course, club house repairs, equipment repairs and purchases and design/planning services related to future capital improvements and operations.

During the first twenty-two months of operation, the City has sustained substantial operating losses beyond the renovation investment. For FY13 and FY14, those operating deficits total \$990,034. To date, these losses have been absorbed by the Utility. Financing the acquisition and reimbursing the Utility for these deficits will be evaluated by

the City Council in the future. Another operating deficit of \$553,045 is projected for FY15. The following table depicts this financial experience through September 30, 2014:

	FY13	FY14	FY15
<b>Revenues</b>			
Food and Beverage	\$234,647.68	\$505,410.48	\$588,000.00
Golf	\$1,069,261.88	\$1,300,582.97	\$1,295,000.00
Miscellaneous	<u>\$8,785.96</u>	<u>\$18,698.78</u>	<u>\$0.00</u>
Total Revenues	\$1,312,695.52	\$1,824,692.23	\$1,883,000.00
<b>Expenses</b>			
Administration	\$660,441.04	\$1,305,466.06	
Food and Beverage	\$445,755.40	\$529,773.68	\$821,686.00
Golf	<u>\$1,130,825.95</u>	<u>\$1,972,625.86</u>	<u>\$1,614,359.00</u>
Total Expenses	\$2,237,022.39	\$3,807,865.60	\$2,436,045.00
<b>Surplus/(Deficit)</b>	(\$924,326.87)	(\$1,983,173.37)	(\$553,045.00)
<b>Less Renovation/Capital</b>	<u>\$691,520.00</u>	<u>\$1,225,945.00</u>	<u>\$0.00</u>
<b>"Operating Deficit"</b>	(232,806.87)	(757,228.37)	(553,045.00)

For the 10 months the City owned Tiger Point in FY13, there were a total of 30,993 rounds of golf played on the course. During FY14, that number was 33,342. In that same period, 31 golf tournaments were held.

Aside from the regular food and beverage operations, the Club House restaurant served forty-three banquets and hosted twenty-one weddings.

### 3 Response Submission Requirements

#### 3.1 Proposal Submission Requirements and Deadline

Hard Copy Submissions:

An original and five (5) copies and a digital copy on CDROM or flash drive of the proposal must be submitted in a sealed envelope, with the following information prominently displayed on the envelope:

Tiger Point Golf Course - Operation Audit and  
Business Plan Development  
**City of Gulf Breeze**  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

Hard copies of the Proposals may be delivered by either commercial parcel or hand-delivered service, received and stamped by the City Clerk no later than \_\_\_\_\_ A.M. on \_\_\_\_\_ . Proposals must be shipped in one box or package. If the proposal is sent by mail or commercial parcel service, the Respondent shall be responsible for actual delivery of the proposal to the City Clerk's Office before the deadline. All proposals become the property of City. The content of all proposals shall be held confidential and sealed until after the submission deadline.

Each hard copy proposal set must be sealed to provide confidentiality of the information prior to the deadline date and time. The City Clerk's Office will not be responsible for premature opening of proposals not properly labeled.

If more than one proposal is submitted by a single Respondent, each proposed alternative set shall be packaged and submitted separately. Additionally, the Respondent must treat each proposal submitted as a separate and distinct submission and include in each proposal all materials, information, documentation and other items this RFQ/RFP requires for the proposal to be complete and acceptable.

### **3.2 Late Proposals, Modifications, or Withdrawal**

Proposals received after the due date and time indicated will not be accepted or considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the City Clerk's Office prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

### **3.3 Timetable**

Key milestones for the procurement are shown below. Respondents shall note that the dates provided are provided as a guideline only and are subject to change as the City deems in its own best interests.

RFQ/RFP Issued

Deadline for Written Questions

Proposal Submission Deadline

Questions received after \_\_\_\_\_ PM, \_\_\_\_\_ will not be considered for response.

### **3.4 Project Contact**

The Deputy City Manager shall be the sole point of contact for purposes of information concerning this RFQ/RFP. Any formal requests for clarification, questions, or additional information regarding this RFQ/RFP shall be submitted in writing no later than 5:00 PM on \_\_\_\_\_ per the following contact information:

Curt Carver  
Deputy City Manager  
**City of Gulf Breeze**  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561  
Phone: (850) 203-6033  
Fax: (850) 934-5114  
[ccarver@gulfbreezefl.gov](mailto:ccarver@gulfbreezefl.gov)

### **3.5 Exceptions**

Any exceptions to the attached specifications, terms and conditions, RFQ/RFP objectives, or the Services Contract (enclosed) must be clearly stated in the space provided in this RFQ/RFP (Article III). If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the Respondent to list exceptions as instructed above will be interpreted that the Respondent as taken no exceptions and that the proposal is in complete conformance to the specifications and RFQ/RFP objectives contained herein. Any exceptions or deviations discovered after the closing date will be to the Respondent's account and, consequently, will not be considered or negotiated.

### **3.6 Price Quotations**

All prices shall be quoted in U.S. dollars. Where uncertainty exists, quote estimated costs or a range of costs. Unless Respondents specifically note otherwise, prices quoted will be considered firm. If any additional purchases are required through one year from award date of this Contract, they shall be at the Contract unit price. In case of error in the extension of prices in the proposal, the unit prices shall govern.

### **3.7 Acceptance of RFQ/RFP Content**

Provisions of the RFQ/RFP and the contents of the successful response will be used for establishment of the final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written Contract for the work to be performed. It is expressly understood that any part(s) of this RFQ/RFP and the Respondent's proposal may be attached and included in an Agreement signed by the City and the successful Respondent.

### **3.8 Proposals Binding**

All proposals submitted shall be binding upon the Respondent, if accepted by the City, for 120 calendar days from the proposal submission deadline. No proposals may be withdrawn during this 120-day period.

### **3.9 Duly Authorized Signature**

The proposal must contain the signature of a duly authorized officer of the Respondent empowered with the right to bind the Respondent.

### **3.10 Proposal Costs**

The Respondent shall be responsible for any and all costs incurred in the development and submission of this proposal. The City assumes no contractual obligation as a result of the issuance of the RFQ/RFP, the preparation or submission of a proposal by a Respondent, the evaluation of an accepted proposal, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

### **3.11 Economy of Proposals**

Proposals and presentations should be prepared simply and economically, providing a straightforward and concise description of the Respondent's capabilities to satisfy the requirements of the RFQ/RFP. Special bindings, colored displays, etc. are not necessary. Emphasis should be placed on completeness and clarity of content.

### **3.12 Multiple Proposals**

Multiple proposals or substitutions will be considered and are defined as the submission by the same Respondent of two or more responsive proposals offering an alternative which meet the requirements of the RFQ/RFP. Multiple proposals shall be submitted separately and will be evaluated as independent proposals.

### **3.13 Prime Contractor Responsibility**

Respondents have the option of subcontracting for products and services they propose. If any products or services are to be subcontracted, the Respondent shall provide, within the proposal, a description of the subcontracting organization and the contractual arrangements made therewith. All subcontractors will be subject to approval by the City. The successful Respondent will also furnish the corporate or company name and the names of officers or principals of said companies proposed as subcontractors. The City will consider the prime contractor to be solely responsible in all contractual matters, including payment of any and all charges resulting from such subcontractor arrangements. The successful Respondent shall cause appropriate provisions of its

proposal to be inserted in all subcontracts ensuing to insure fulfillment of all contractual provisions by subcontractors.

### **3.14 Complete Services/Products**

The successful Respondent shall be required to (1) provide and perform all necessary labor; and (2) perform and complete the work in accordance with City and industry best practices, with due diligence, and in accordance with the requirements, stipulations, provisions, and conditions of this RFQ/RFP and the resultant Agreement.

### **3.15 Communication Restrictions**

From the release of this RFQ/RFP until execution of a contract, prospective Respondents may not communicate with City staff concerning this RFQ/RFP except through the Project Contact (see Section 3.4). If a prospective Respondent engages in any unauthorized communication, the City may reject that vendor's proposal and/or disqualify the Respondent from consideration.

### **3.16 Addendum to the RFP**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda. Respondents should not rely on any representations, statements or explanations other than those made in this RFQ/RFP or in any written addendum to this RFQ/RFP. Where there appears to be conflict between the RFQ/RFP and any addenda issued, the last addendum issued shall prevail.

It is the Respondent's responsibility to assure receipt of all addenda. The Respondent may verify with the Deputy City Manager prior to submitting a proposal that all addenda have been received. Respondents are required to acknowledge the number of addenda received as part of their proposals.

Respondents who obtain copies of this RFQ/RFP from sources other than the City risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFQ/RFP. Such Respondents are solely responsible for those risks.

### **3.17 Negotiations**

The City reserves the right to select the proposal that best fits the requirements of the City, enter into contract negotiations, and/or request revised proposals from the recommended Respondent. If the City and the recommended or selected Respondent cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Respondent. This process will continue until a contract acceptable to the City has been executed or all selected proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

### **3.18 Cancellation**

The City reserves the right to cancel this RFQ/RFP and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City.

### **3.19 Reserved Rights**

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City reserves the right: (1) to accept or reject any and/or all proposals either in whole or in part; (2) to waive any and all technicalities and to waive any defect in a bid which does not materially alter the specifications; and (3) to make such awards which best suit the needs of the City of Gulf Breeze.

## **4 Proposal Submittal and Format**

In order to expedite and simplify proposal evaluation and to assure that each proposal receives the same orderly review all proposals should adhere to the format described in this section. A completed, signed copy of this RFQ/RFP document shall be submitted as part of the proposal response for both hard and electronic copies. The Respondent name and/or initials shall be entered in the areas provided in the RFQ/RFP. Proposals should contain the elements of information specified. All proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an exception as provided for in Article III.

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled index tabs. Pages may be double-sided and must be numbered.

All responses, documents, terms, and information related to the Respondent's response to this RFQ/RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not submitted with the response to this RFQ/RFP.

### **4.1 Scope of Services**

Minimum Requirements:

This assessment will provide a critical review of current operations at Tiger Point Golf Course involving all business elements including, but not limited to:

- Individual profit centers (Food & Beverage Operations, Pro Shop, and Carts)

- Clubhouse operations
- Maintenance equipment inventory
- Maintenance practices
- Agronomic review
- Fee structures
- Membership/marketing plan
- Capital improvement needs
- Financial statements
- Lease agreements
- General operational procedures
- Management structures and alternatives

This study will also provide a business plan and a strategy for implementation of the plan that will lead the course to financial sustainability. The study and report must include the following elements.

#### *Stakeholder involvement*

The proposal must describe the consultant's approach to obtaining input from key stakeholders, the scheduling of stakeholder input processes within the study timeline and explanation of how stakeholder input will be used to inform the study. Key stakeholders minimally include:

- Interested golfers
- Management and staff of Tiger Point Golf Course
- City Council members
- City Manager and key staff

#### *Operational Analysis*

This element of the study must identify and examine business elements of the Tiger Point Golf Course. This must include, but is not limited to, the following: How are the operational areas structured; does the structure lend itself to maximizing revenues and controlling expenditures; determine the reliability and integrity of financial and operational information; determine the effectiveness, efficiency and economy of the operations; determine if assets are safeguarded; determine if safety and risk management goals are in place; determine that the operations are in compliance with appropriate laws, regulations and contracts.

#### *Competitive Market Analysis*

This element of the study must identify and assess Tiger Point Golf Course's competitive market including the physical and operating characteristics of competitor golf complexes and their golf and other food and beverage services. Issues such as location, type of facilities and facility characteristics, rounds played, golf rates and fees, types of food and beverage service must be considered. Analysis shall at a minimum include:

- Review of the market and financial performance of course
- Analysis of national, regional, and local trends in public golf including supply and demand
- Recommendation for the appropriate market positioning for Tiger Point Golf Course in the future

#### *Tiger Point Golf Course Business Plan Development*

The goal of this aspect of the assessment is to maximize the determined market potential of the facility and therefore, must include the following:

- Justification and relevant supporting data/evidence for the recommendations
- Key operating characteristics of each business element
- Relevant service and financial indicators; (e.g., paid rounds, average green fee revenue per round, average food and beverage revenue per round, maintenance costs per hole, etc.)
- Financial potential and analysis of each business element. This must provide a five-year projection of cash flow and net operating income; revenue and expenditures from each business element; appropriate reserves; and activities and service levels of each business element.

#### *Future Capital Improvement Analysis*

- Feasibility and financial viability of constructing a new West Course
- Identify the most desirable classification for West Course (i.e. Par 3, Executive or Championship)
- Feasibility and financial viability of expanding food and beverage operations with Club House renovations.
- Feasibility and financial viability of relocating Pro Shop to existing accessory building.

#### *Implementation of Business Plan*

This element of the study must lay out a strategy for implementation of the Business Plan. This must include the following for successful implementation:

- Formal procedural steps (City Council action)
- Operational procedures
- Staff structure
- Financial procedures
- Infrastructure needs
- Management goals
- Management structure recommendations
- Capital Improvement recommendations
- Relative pricing recommendations

## 4.2 Deliverables

Detailed proposals shall include but not be limited to:

Introductory letter and brief executive summary including:

- Verification of a completed, signed copy of the RFQ/RFP in its entirety with the Respondent name/ initialed where requested
- Company name and business address, telephone number, fax number, internet address, and taxpayer identification number
- Identify the person by name, title, and signature that is authorized to negotiate and/or obligate the organization
- Identify the contact person responsible for this response, including phone, fax, and email address
- Acknowledge the proposal is considered firm for one hundred twenty (120) days after the due date for receipt of proposals or receipt of the last best and final offer submitted
- Acknowledge all costs that are detailed in your proposal

References and experience of comparable work, include a contact name and current telephone number of at least three (3) similar projects of similar size and scope, including the lead consultant assigned to each project referenced. The description must provide the following information at minimum: Organization Name, Contact Person with Address, Telephone Number and Email Address, Participating Organization, Date of initiation, Status of work and Discussion of activities, strategies, and outcomes.

- Name and qualifications of all key personnel anticipated to be involved in the project including the lead consultant that may be assigned to this project. A copy of all licenses, certifications and résumés shall be included with the proposal response.
- Project narrative describing the firm's approach to completing the project, including specifying key project milestones and dates of the firm's representative(s) attending meetings in Gulf Breeze.
- An estimate of the amount of staff time, expressed in hours, required to complete the project
- Complete project costs expressed in unit and aggregate terms, including all-inclusive rates for any additional services

## 5 Proposal Evaluation

This RFQ/RFP is being published with notice that the City intends to award the project on the basis of best-qualified/best-value (as determined by the City). This process allows firms to offer the most appropriate solution(s) in order to meet the needs and requirements of the City. Best-value procurement also means that the selection of a firm(s) shall be determined by the proposal(s) which offers the best performance with weighted

consideration for assigned personnel, qualifications, experience, as well as price, while maintaining the consideration for the intended use of the City. The award decision shall be made based on the multiple factors in this document. Company and staff experience, qualifications, certifications and quality shall be considered to be integral performance factors.

After submission of the proposals the evaluation process may consist of the up to four distinct phases:

### **5.1 Review for Defects**

Proposals will be reviewed for their timeliness, format, and completeness. Proposals may be rejected by being late, incomplete, non-submission of binding signatures, or incorrectly formatted. This review may waive any defects or allow vendors to submit a correction if determined in the best interest of the City. If a proposal is late it will be rejected; the proposal set will not be opened or evaluated for format or completeness.

### **5.2 Proposal Review**

An evaluation committee (as determined by the City) will evaluate and numerically score each proposal that has passed the Review for Defects. The evaluation will be according to the criteria defined herein. The committee may also have portions of the proposal reviewed and evaluated by independent third parties or City personnel with technical or professional experience that relates to the evaluation criteria.

### **5.3 Proposal Evaluation Criteria**

The evaluation team will develop a composite rating indicating the collective ranking of the highest rated proposals in descending order. The evaluation team may then conduct interviews with only the top ranked Respondents, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Respondents so selected. The evaluation committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

The City will use the following criteria to evaluate the RFQ/RFP proposals which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels.

- Past demonstrated performance in similar services including but not limited to, control of cost, quality of work, ability to meet schedules, staff and company stability. (25 points)
- Past performance with the City of Gulf Breeze (5 points)
- Professional qualifications and certifications, relevant experience of project manager and designated local staff (20 points)
- References (10 points)
- Respondent's organizational financial stability, longevity, and ability to sustain an undertaking of this magnitude and gravity. (15 points)

- Rates associated for services provided. (25 points)

If the committee finds that one or more proposals should be given further consideration, the committee may select one or more Respondents to be invited to interview. The committee may alternatively choose to make an award based solely on the Proposal Review.

#### **5.4 Interviews/Oral Presentations/and Onsite Visit:**

One or more finalists will be selected for oral interviews and presentations. As part of this process, the City may require a Respondent to provide one or more formal presentations to a City proposal review team and/or participate in a group interview. Any interview/presentation will be at a time and place to be determined by the City. The Respondent will be notified in advance of the specifics if such a presentation is required. The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to award or to continue discussions with the Respondent.

#### **5.5 Award**

The award for this RFQ/RFP shall be made to the responsible Respondent whose proposal is determined in writing to be the best value for the City taking into consideration price and the evaluation factors set forth in the request for proposals. The contract file shall contain the basis on which the award is made. The award of a contract shall be the sole discretion of the City.

The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFQ/RFP. Further, the City reserves the right to enter into a contract deemed to be in its best interest.

#### **5.6 Contract Negotiations**

Upon award notification the City reserves the right to negotiate with the awarded Respondent. The City reserves the right to conduct contract negotiations at any time with any Respondent submitting a competitive proposal, but the committee may limit discussions to specific aspects of the RFQ/RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the Respondent's proposal, as appropriate.

Negotiations may be limited to the top-ranked proposal and not hold negotiations with any lower-ranked Respondent. If negotiations are unsuccessful with the top-ranked Respondent, the committee may then go down the line of remaining Respondents, according to rank, and negotiate with the next highest-ranking Respondent. At any point in negotiations a submission for best and final proposals may be requested. If best and final proposal are required, they may be submitted only once.

## **5.7 Process for Entering into Agreement**

The Respondent whose proposal is found to be the "best value" to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFQ/RFP and with the proposal that is submitted by the Respondent whose proposal is found to be the "best value" to the City. The Respondent should be prepared to begin contract negotiations upon notification of the Award. If the Respondent is not able to begin contract negotiations, the City may disqualify that Respondent. The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFQ/RFP. The City reserves the right to reject any and all proposals in total or by components.

## **5.8 Non-Collusion:**

The Respondent certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Respondent understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

## **5.9 Public Records:**

Upon award recommendation or ten (10) days after receiving, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents must invoke the exemptions to disclosure provided by law in the response to the RFQ/RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

## **5.10 State and Federal Compliance:**

### **A. Public Entity Crimes**

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.

B. A "Drug Free Workplace Certification" attached hereto as Article IV, must be received at the time of the proposal.

**5.11 Conflict/Non-Conflict of Interest Statement: Check One**

To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

The undersigned firm, or one or more of its officers or principals, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

## 5.12 Litigation History

- The Respondent must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Respondent must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.
- The Respondent must also provide details of any current or threatened legal actions in Florida against the Respondent or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Respondent or its parent, or against such a government entity by the Respondent or its parent company or joint venture company(ies). For each action, the Respondent must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.
- The Respondent shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.
- The Respondent shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.
- The Respondent must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

## 6 Form of Agreement

### AGREEMENT

Between the  
City of Gulf Breeze  
and

\_\_\_\_\_  
(Consultant)

for  
Tiger Point Golf Course Operational Audit and  
Business Plan Development Services

#### 6.1 General

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Gulf Breeze, Florida, a municipal corporation, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, pursuant to and under the authority of City Council (“the City”), and \_\_\_\_\_ (“the Consultant”).

WITNESSETH: That the Consultant for the consideration hereinafter named, agrees to perform professional consulting services as requested by the City, and described elsewhere in this Agreement, for professional consulting services on the following Project:

#### **Tiger Point Operational Audit and Business Plan Development Services.**

The Consultant's response to this Request for Qualifications/Request for Proposals (RFQ/RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the Consultant. Unless otherwise stated by the Consultant in the “Exceptions” response to this RFQ/RFP, the Consultant agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract. The City reserves the right to alter, amend, or change any part of these terms and conditions, or include additional terms and conditions not listed herein, as it deems in its own best interests to do so.

The City of Gulf Breeze “General Conditions and Instructions to Bidder” are hereby incorporated by reference.

All responses, documents, terms, and information related to the Consultant's response to this RFQ/RFP shall be submitted with the response package prior to the submission

deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not submitted with the response to this RFQ/RFP.

## **6.2 Discrepancies or Omissions**

If any discrepancies or omissions in these documents, the City shall be notified at once and advised of the issue. Consultants are required to furnish any information regarding any additional costs not covered herein with their proposal. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under this contract.

## **6.3 Assignment of Contract**

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City.

## **6.4 Contacts**

The Deputy City Manager (DCM) is the sole point of contact in the City of Gulf Breeze with regards to all procurement and contractual matters relating to the services described herein. The City Manager is the only City official authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this bid and any contract awarded as a result of this request. The DCM shall remain the "sole point of contact" throughout the procurement process.

## **6.5 Services by the Consultant**

- a. The Consultant shall provide such professional consulting services as may be necessary to accomplish the work required to be performed and shall at its cost, furnish all necessary personnel, equipment, and materials to competently perform the work.
- b. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, designs, drawings, specifications, procurement documents and other services furnished for the City by the Consultant.
- c. In the performance of all services incident to this Agreement, the Consultant shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the City. The Consultant shall also render itself fully cognizant of all personnel and operational procedures of the City which may be substantially impacted by the strategies recommended by the Consultant, and shall identify such impacts to the City. The Consultant shall not proceed with proposed strategies in areas so impacted without the approval of the City.

- d. The Consultant agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Consultant further agrees to require similar provisions from any subcontractors.

## **6.6 City Responsibilities**

- a. Upon request, the City shall make available for the use of the Consultant, copies of all existing information in the possession of the City which may be pertinent to the performance of the professional consulting services under this Agreement.
- b. The City shall give written notice to the Consultant whenever the City becomes aware of any event, occurrence, condition or circumstance which may substantially affect the Consultant's performance of services under this Agreement.
- c. The City shall examine all studies, reports, drawings, specifications, proposals and other documents presented by the Consultant.
- d. The City shall assist and cooperate with the Consultant, to allow the professional consulting services to be executed in a timely and effective manner.

## **6.7 Standards of Performance, Errors and Omissions**

- a. Services provided by the Consultant under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- b. The City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's service. The Consultant shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.
- c. Acceptance of services, including payment for same, shall not relieve the Consultant of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. During any other phase of work performed by others based on service provided by Consultant, the Consultant shall confer with the City when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall give immediate attention to these corrections and/or changes.

- d. In the event of any negligent act, error or omission which the City determines to be the responsibility of the Consultant in any phase of the service, the correction of which may require additional field or office work, the Consultant shall be notified by the City and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the City.
- e. In the event of a performance issue or dispute, the following process shall be followed for resolution:
  - 1. The DCM at the time of the first circumstance shall call for a meeting with the Consultant to eliminate any misunderstanding on the issues involved.
  - 2. If the condition should repeat itself a second time, the DCM shall issue a written warning of possible contract termination should the condition continue.
  - 3. If the condition should repeat for a third time, the DCM shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the City.
- f. The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner.
- g. The Consultant shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the service.

## **6.8 Compensation**

- a. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this Agreement is limited to the amount of \$\_\_\_\_\_, unless this Agreement is modified in writing. The City is not obligated to spend any minimum or maximum obligation authorized under this Agreement.
- b. The compensation to be paid to the Consultant for services under this Agreement shall be as delineated in the proposal.
- c. During the performance of services under this Agreement, the Consultant shall submit detailed invoices for payment. Invoices shall be in the format requested by the City, shall be accompanied by adequate supporting documentation, and shall include a brief progress report delineating the progress on each task of the services described herein, including any deviations from the Project Time Schedule.

- d. The Consultant shall furnish Affidavits of Payment for all subcontractors, and for major suppliers, to the City for all invoices, and when requesting final payment for services under this Agreement.
- e. The City shall not be liable for any such reimbursable expenses that have not been approved and referenced in this Agreement.

## **6.9 Changes**

No changes to this Agreement will be effective unless they are included in a written modification, signed by both parties. The City may, at any time during the performance of the services under this Agreement, request a modification of the Agreement. Upon execution of such modification by both parties hereto, it shall be fully incorporated into this Agreement and shall govern all subsequent performance under the Agreement.

## **6.10 Time Schedule**

The time schedule for the performance of services under this Agreement shall be as set forth in the Statement of Work provided for the project.

## **6.11 Suspension of Services**

The City may order the Consultant, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the City. In the event of such a suspension, the Consultant may be entitled to extra compensation for damages if there are documented wage or material cost increases; however, the Consultant shall make no claim for lost profit, office overhead or other damages. The City will be responsible for consultant losses, performance failures, delays, and work stoppages when they result by the City's failure to provide information or performance of other actions that creates project delay. The extra compensation will be submitted as change orders to the project. An exception to this would be any losses suffered as a result of a labor strike, city work stoppage, or acts of nature.

## **6.12 Records to Be Maintained, Access to Records**

- a. The Consultant shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Consultant shall provide proper facilities for such access and inspection.
- b. The Consultant shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date

of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

- c. Upon completion of the project, the Consultant shall provide to the City electronic copies of all interview notes, planning, assessment, design, and implementation documentation created for the project.

### **6.13 Insurance and Indemnification**

The Consultant shall, during the continuance of the work under this contract, including extra work in connection therewith:

- a. Maintain Worker's Compensation and Employer's Liability Insurance in the amount of \$1,000,000 to meet the statutory requirements of the State of Florida, to protect themselves from any liability or damage for injury (including death) to any of their employees, including any liability or damage which may arise by virtue of any statute or law in force or which may hereafter be enacted.
- b. Maintain Comprehensive General Liability Insurance, at Consultant's sole expense, in the amount of \$2,000,000.00 combined single limit for bodily injury and property damage, with a broadened pollution endorsement.
- c. Maintain Automobile Liability Insurance including Property Damage covering all used or operated automobiles and equipment used in connection with the work in the amount of \$2,000,000.00 per occurrence. Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- d. Maintain a standard form policy of fire and extended coverage insurance on the premises, including clubhouse, related buildings and furnishings, and all personal property and equipment.
- e. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The City shall be named as a named additional insured.
- f. Insurance Carrier must be rated by A.M. Best with a minimum rating of A-VII.
- g. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the City.
- h. Cancellation of Insurance: No change or cancellation in insurance shall be made

without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any Firm fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached and justifying the termination thereof.

#### **6.14 Indemnification**

The parties recognize that the Consultant is an independent Contractor. Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its officers, any appointed committee members, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the Consultant, its officers, employees, agents, and representatives. Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

#### **6.15 Termination**

- a. The City may, at any time prior to the completion of full performance by the Consultant, terminate the Agreement by giving written notice by certified mail not less than fifteen (15) days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the City.
- b. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.
- c. The City may terminate this Agreement for cause upon 15 days' notice if the Consultant has substantially failed to perform in accordance with the terms of the Agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the City shall compensate the Consultant the amount of any fees earned prior to the effective

date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory performance of the Consultant, including but not limited to costs associated with finishing the project.

- d. In the event that the City terminates the Agreement for cause pursuant to this section, and it later determined that the City did not have sufficient cause for the termination, the City shall compensate the Consultant as if it had terminated the Agreement for its convenience.
- e. In the event the Agreement is terminated prior to its completion, the Consultant, upon payment as specified in this section, shall deliver to the City all reports, interview notes, and other documents, including electronic files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose. It is further agreed that in the event the City shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the DCM, the City may make such arrangements as it desires for the completion of the Project.
- f. The Consultant shall make no claim for additional compensation against the City by reason of such termination, beyond the amounts described in this section.

#### **6.16 Non-Discrimination**

The Consultant agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. The Consultant further agrees to require similar provisions from any subcontractors.

#### **6.17 Remedies**

All claims, counterclaims, disputes and other matters in question between the City and the Consultant, including their agents, employees, subcontractors, consultants or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Santa Rosa, Florida or in the U.S. District Court for the Northern District of Florida. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Florida.

#### **6.18 Waiver**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach

of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

### **6.19 Severability**

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

### **6.20 City Approval and Acceptance**

Approvals by the City of drawings, designs, specifications, reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the professional adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

### **6.21 Conflicts of Interest; Objectivity**

In the performance of services under this Agreement, the Consultant shall endeavor at all times to render objective and impartial technical, professional, and other judgments in all matters. The Consultant will inform the City of any business connections, interest of circumstances which may be deemed as influencing its judgment or quality of its services.

### **6.22 Independent Contractor Relationship**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

### **6.23 Substitution of Personnel**

In the event the Consultant wishes to substitute personnel for the key personnel identified by the Consultant's Proposal, the Consultant must notify the City in writing and request written approval for the substitution at least thirty (30) business days prior to effecting such substitution.

## **6.24 Subcontractual Relations**

- a. If the Consultant will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Consultant.
- b. The Consultant, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the City may require. The City will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the City.

## **6.25 Proprietary Rights**

- a. The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- c. Accordingly, neither the Consultant nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of

the Consultant, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Consultant's performance hereunder.

### **6.26 Ownership of Data**

All information provided by City and any reports, notes, and other data collected and utilized by Consultant, its assigned employees, and/or subcontractors, pursuant to this Agreement, shall become the property of City as prepared, whether delivered to City or not. Unless otherwise provided herein, all such data shall be delivered to City or its designee upon completion of the Agreement or at such other times as City or its designee may request.

### **6.27 Entirety of Agreement**

This Agreement, and any attachments, incorporated by reference, constitutes the entire Agreement between City and Consultant relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written.

## **7 Exhibit and Articles**

### **Article I. Conflict of Interest Statement**

Check one

To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

Or,

The undersigned firm, or one or more of its officers or principals, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

### **Article II. Litigation Statement**

Check one

Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past ten (10) years.

Or,

[ ] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state or federal governmental entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

### **Article III. Exceptions**

Check one

The Consultant does not take exception to any provisions included within the RFQ/RFP document.

The Consultant takes the following exceptions to the specific provisions included within the RFQ/RFP document. *Exceptions and/or variation between this RFQ/RFP and the proposal submitted shall be detailed and submitted on this exception form. If additional pages are required for exceptions, bidders may reproduce this page. Exceptions shall not be accepted on any other pages.*

**Article IV. Drug Free Workplace**

**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 \_\_\_\_\_



# City of Gulf Breeze

## Memorandum

**To:** Edwin A. Eddy, City Manager  
**From:** Curt Carver, Deputy City Manager  
**Date:** 11/6/2014  
**Subject:** Department of Correction Labor Contract

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Enclosed please find a new agreement with the Department of Corrections (DOC) for an inmate work squad. As you know, the City in the past has utilized two work crews. One works throughout the City. The other works at Tiger Point. The agreement regarding the City-wide crew was recently renewed last August. The enclosed agreement is for the Tiger Point crew. The terms and conditions of the agreement are consistent with prior years. It is a three year agreement with an additional three-year renewal period. This contract begins March 1, 2015. There is a "termination-at-will" provision whereby the City or the DOC can terminate with a 30-day written notice to the other party.

The annual cost to the City for this contract labor is \$57,497.00, paid quarterly. This cost is the same as last year. DOC provides one correctional officer and a work squad of up to five inmates typically four days a week. These crews have been extremely useful and are seen as a cost effective labor source. Funds for this expense have been included in the FY14 Budget.

Please do not hesitate to contact me should you have any questions.

**Recommendation:** That the City Council approve contract #WS952 with the Department of Corrections for a Correctional Work Squad at an annual cost of \$57,497 as presented and authorize the Mayor to execute the contact on behalf of the City.

Enclosure

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**CITY OF GULF BREEZE**

This Contract is between the Florida Department of Corrections ("Department") and City of Gulf Breeze ("Agency") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, City of Gulf Breeze is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

- A. This Contract shall begin on March 1, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or February 28, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional three (3) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

II. SCOPE OF CONTRACT

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

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If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

**III. COMPENSATION**

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

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David J. Szymanski, PHR  
Assistant City Manager  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561  
Telephone: 850-934-5106  
Fax: 850-934-5106  
Email: [dszymanski@gulfbreeze.fl.gov](mailto:dszymanski@gulfbreeze.fl.gov)

**IV. CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Century Correctional Institution  
400 Tedder Road  
Century, Florida 32535  
Telephone: 850-256-2600

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3681  
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

David J. Szymanski, PHR  
Assistant City Manager  
City of Gulf Breeze, Florida 32561  
Telephone: 850-934-5106  
Fax: 850-934-5114  
Email: [dszymanski@gulfbreeze.fl.gov](mailto:dszymanski@gulfbreeze.fl.gov)

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

**V. CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

**VI. TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

**VII. CONDITIONS**

A. Records

The Department and the Agency agree to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices.

The Department and the Agency agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the Agency in conjunction with this Contract. It is expressly understood that substantial evidence of either the Department's or the Agency's refusal to comply with this provision shall constitute a breach of Contract.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF GULF BREEZE**

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SIGNED  
BY: \_\_\_\_\_  
  
NAME: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_  
  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality,  
subject to execution.**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: **Michael D. Crews**  
  
TITLE: **Secretary  
Department of Corrections**  
  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
  
NAME: **Jennifer A. Parker**  
  
TITLE: **General Counsel  
Department of Corrections**  
  
DATE: \_\_\_\_\_

**Addendum A**  
**Inmate Work Squad Detail of City of Gulf Breeze**  
**Interagency Contract Number WS952 Effective March 1, 2015**

\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\*

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	1	# Officer:	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary				\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment				\$ 1,128.00	\$ 1,128.00
Repair and Maintenance				\$ 121.00	\$ 121.00
State Personnel Assessment				\$ 354.00	\$ 354.00
Training/Criminal Justice Standards				\$ 200.00	\$ 200.00
Uniform Purchase				\$ 400.00	\$ 400.00
Uniform Maintenance				\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *				\$ 2,225.00	
<b>TOTAL - To Be Billed By Contract To Agency</b>				<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:

- Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

**CELLULAR PHONE WITH SERVICE REQUIRED:**

YES  NO

**ENCLOSED TRAILER REQUIRED:**

YES  NO

**Addendum A**  
**Inmate Work Squad Detail of City of Gulf Breeze**  
**Interagency Contract Number WS952 Effective March 1, 2015**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio	MACOM	\$4969.00
Vehicle Mounted Radio	MACOM	\$5400.00

**TOTAL Operating Capital To Be Advanced By Agency**

Per Unit Cost	Number of Units
	1

<b>Total Cost</b>	<b>Bill To Agency</b>	<b>Provided By Agency</b>	<b>Already Exists</b>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

<b>Total Cost</b>
\$0.00
\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

<b>Total Cost</b>
\$56,747.00
\$750.00
\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
 (Total of Sections V. and VI.)

<b>\$57,497.00</b>
--------------------

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of City of Gulf Breeze**  
**Interagency Contract Number WS952 Effective March 1, 2015**

**Section I.**

Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".

**Section II.**

Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

**Section III.**

Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

**Section IV.**

The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.

**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

**Section V.**

The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

**Section VI.**

The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

**Section VII.**

The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

**Section VIII.**

Any agreement in this area will be billed separately as charges are incurred.



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: November 7, 2014

Subject: City of Gulf Breeze Master Planning Invoice

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The City Council met as the Board of Directors of the Community Redevelopment Agency and approved a budget for continued support by Vanasse Hangen Brustlin, Inc. (VHB) associated with implementation of the "Most Livable Cities" Master Plan. The approved budget was \$195,000 and funded by the Community Redevelopment Agency. This contract was for services in conjunction with the implementation of the City's Master Plan and incorporating it into the City's Comprehensive Plan and Land Development Code.

We have received Invoice No. 190206 in the amount of \$4,774.97 for professional services through October, 2014. We have spent \$89,260.00 YTD against this contract. The following actions have been taken against contract tasks:

#### Task 1 – Comprehensive Plan Amendments

- Prepare and attend 1<sup>st</sup> Reading of Comprehensive Plan Amendments Adoption Hearing
- Prepare revised plan map and text/documents for public record
- Prepare for and attend FDOT meeting to discuss long range transportation improvements

#### Task 2 – LDC Amendments

- Prepare for and attend Steering Committee meeting to discuss LDC amendments
- Prepare graphics for LDC public meeting
- Facilitate public meeting and prepared meeting summary

#### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, NOVEMBER 17, 2014 AND APPROVE PAYMENT OF INVOICE NO. 190206 IN THE AMOUNT OF \$4,774.97 TO VHB.**



# Vanasse Hangen Brustlin, Inc.

101 Walnut Street, P.O. Box 9151, Watertown, MA 02471  
617.924.1770 • FAX 617.924.2286

# Invoice

Invoice No: 0190206  
November 03, 2014

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

VHB Project # 61691.01

**Gulf Breeze Master Plan**  
**Professional Services Thru October 25, 2014**

Task 00000 Reimbursables  
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	94.00	49,820.00	46,640.00	3,180.00
LDC Amendments	58,000.00	68.00	39,440.00	31,900.00	7,540.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>195,000.00</b>		<b>89,260.00</b>	<b>78,540.00</b>	<b>10,720.00</b>
<b>Total Fee</b>				<b>10,720.00</b>	

**Reimbursable Expenses**

Travel & Lodging	4,574.98
Printing	199.99
<b>Total Reimbursables</b>	<b>4,774.97</b>

**Total this Task \$15,494.97**

**Total this Invoice \$15,494.97**

**Billings to Date**

	Current	Prior	Total
Fee	10,720.00	78,540.00	89,260.00
Expense	4,774.97	12,245.43	17,020.40
<b>Totals</b>	<b>15,494.97</b>	<b>90,785.43</b>	<b>106,280.40</b>

**Outstanding Invoices**

Number	Date	Balance
0187115	9/4/2014	132.69
0188900	10/7/2014	1,689.49
<b>Total</b>		<b>1,822.18</b>

**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 10/30/2014  
Project No.: 61691.01  
Project Title: City of Gulf Breeze/Plan Amendments

**Task 1 – Comp Plan Amendments**

Prepare for and attend 1<sup>st</sup> Reading of Comprehensive Plan Amendments Adoption Hearing.

Prepare revised plan map and text/documents for public record.

Prepare for and attend FDOT meeting to discuss long range transportation improvements.

**Task 2 – LDC Amendments**

Prepare for and attend Steering Committee meeting to discuss LDC amendments.

Prepare graphics for LDC public meeting.

Facilitated public meeting and prepared meeting summary.

# PATRICK L. DENTON

AIRCRAFT MANAGEMENT AND PILOT SERVICES

2905 GULF DR. ORLANDO FL., 32806

PATDENTON@ME.COM

407.739.3813

DATE: OCTOBER 1, 2014

VHB MILLERSELLEN  
225 E ROBINSON ST. SUITE 300  
ORLANDO, FL 32801

INVOICE NO.	DATE OF SERVICE RENDERED	ROUTE	BILLABLE TIME	CHARGE
1323	SEPTEMBER 30, OCTOBER 1, 2014	ORL-PNS PNS-ORL	FULL DAY (X2)	\$600

JOB # 61691.01

PLEASE MAIL PAYMENTS DIRECTLY TO:

PATRICK L. DENTON  
2905 GULF DRIVE  
ORLANDO, FL., 32806

VENUE # 17635  
VOUCHER # 1100356  
JOB # 61691.01  
ACCT: 523  
APPROVAL: [Signature]

2014 OCT 3 PM 12:21

# GK AVIATION INVOICE

October 16, 2014  
[Invoice Date]

GK AVIATION  
8334 Lake Burden Circle  
Windermere, FL 34786

TO

Mr. Sam Sellen  
VISA  
2200 E. Robinson Street  
Suite 300 Landmark II  
Orlando, FL 32801

VHB Job No.: 61691.01

Date of Aircraft Usage	Destination	Flight Duration	Hourly plane rate (taxable)	Total Plane Rental	Sales Tax on hourly plane rate (6.50%)	Fuel Reimbursement (not taxable)	Total Charge
30-Sep-14	ORL/PNS	2.40	\$215.96	\$518.30	\$33.69	\$348.00	\$899.99
1-Oct-14	PNS/ORL	2.10	\$215.96	\$453.52	\$29.48	\$304.50	\$787.50
	Totals	4.50		\$971.82	\$63.17	\$652.50	\$1,687.49

VENDOR # 17580  
VOUCHER # \_\_\_\_\_  
JOB # 61691.01  
ACCT: 503  
APPROVAL: [Signature]

1101051

PLEASE MAKE CHECK PAYABLE TO: GK AVIATION, AND SEND TO ABOVE ADDRESS



PATRICK L. DENTON

AIRCRAFT MANAGEMENT AND MAINTENANCE SERVICES

2014 OCT 23 PM: 2 06

2905 GULF DR. ORLANDO FL., 32806

PATDENTON@ME.COM

407.739.3813

DATE: OCTOBER 20, 2014

VHB MILLERSELLEN  
225 E ROBINSON ST. SUITE 300  
ORLANDO, FL 32801

1101438

INVOICE NO.	DATE OF SERVICE RENDERED	ROUTE	BILLABLE TIME	CHARGE
1332	OCTOBER 20, 2014	ORL-PNS-ORL	FULL DAY	\$300

VENDOR # 17635  
VOUCHER # \_\_\_\_\_  
JOB # JOB # 61691.01  
ACCT: \_\_\_\_\_ 523  
APPROVAL: [Signature]

PLEASE MAIL PAYMENTS DIRECTLY TO:

PATRICK L. DENTON  
2905 GULF DRIVE  
ORLANDO, FL., 32806



Archimedia Solutions Group - VHB Billing Backup Report  
125 Liberty Street #301  
Danvers, MA 01923

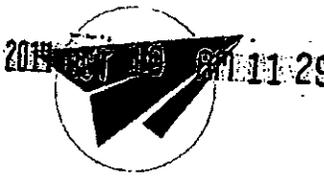
Project Number: 61691.01

Period: 201411

Date	Location	Job Type	User	Total
9/25/2014	Orlando FL	B/W Laser Printing	MButler	\$0.33
9/29/2014	Orlando FL	B/W Laser Printing	MButler	\$0.48
9/30/2014	Orlando FL	B/W Laser Printing	MButler	\$0.34
9/29/2014	Orlando FL	B/W Laser Printing	TJohnson	\$17.67
9/30/2014	Orlando FL	B/W Laser Printing	TJohnson	\$0.92
10/8/2014	Orlando FL	B/W Laser Printing	TJohnson	\$6.63
9/29/2014	Orlando FL	Large Format Color High Quality	MLayden	\$41.54
10/7/2014	Orlando FL	Large Format Color High Quality	MLayden	\$20.77
9/30/2014	Orlando FL	Large Format Color High Quality	TJohnson	\$62.31
9/29/2014	Orlando FL	Sm Fmt Color Printing	MButler	\$36.26
9/30/2014	Orlando FL	Sm Fmt Color Printing	MButler	\$3.43
9/30/2014	Orlando FL	Sm Fmt Color Printing	TJohnson	\$8.82
10/6/2014	Orlando FL	Sm Fmt Color Printing	TJohnson	\$0.49
			<b>Total</b>	<b>\$199.99</b>

11300 Haskell Dr  
Clermont, FL 34711

Phone: 407-617-5825  
JKlungseth@hotmail.com



# Jeff Klungseth

## Invoice

Bill To: VHB  
225 E Robinson St. Suite 300 Landmark Center Two  
Orlando  
FL 32801

Invoice No: 1426  
Date: October 9, 2014  
Terms: NET 14  
Due Date: October 23, 2014

Description	Quantity	Rate	Amount
Pilot Services - Full Day	1	\$300.00	\$300.00

VHB Job # 61691.01  
Wednesday 10/08/14  
Curt & Tyler  
ORL PNS ORL  
N355MJ

**REC'D.**  
**OCT 09 2014**  
**VHB FLORIDA**

VENDOR # 20728  
VOUCHER # 1100804  
JOB # 61691.01  
ACCT: 5950  
APPROVAL: [Signature]

Make checks payable to Jeff Klungseth.  
Late fee of \$35 applies if not posted by due date.  
Thank you for your business.

Total	\$300.00
Paid	\$0.00

Balance Due **\$300.00**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :** November 7, 2014  
**Subject:** Council Meeting Schedule

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The normal schedule for Executive Sessions and Regular Council meetings present a couple issues with regard to the upcoming holiday season:

1) We would normally have an Executive Session on Wednesday, November 26, in advance of the Regular Council meeting on Monday, December 1.

The Council may wish to cancel the November 26 Executive Session.

2) The Executive Session in advance of the January 5 Regular Council meeting would normally be held on Wednesday, December 31 (New Year's Eve).

The Council may wish to cancel the December 31 Executive Session.

We have advised staff that the plan for the holiday season is as follows:

Thanksgiving – Thursday, November 27, and Friday, November 28 – City Hall is closed.

Christmas Eve – Wednesday, December 24 – City Hall is closed after 12:00 noon.

Christmas Day – Thursday, December 25 – City Hall is closed. Open normal hours on Friday.

New Year's Eve – Wednesday, December 31 – City Hall is closed after 12:00 noon.

New Year's Day – Thursday, January 1 – City Hall is closed. Open normal hours on Friday.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL CANCEL THE EXECUTIVE SESSIONS ON NOVEMBER 26 AND DECEMBER 31.**