GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

MAY 18, 2015
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes for April 29, 2015, Special Meeting
   Approval of Minutes for May 4, 2015, Regular Meeting

4. **RESOLUTION NO. 12-15** **AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

5. **CONSENT AGENDA ITEMS*:**

   A. Discussion and Action Regarding Special Event Application from Santa Rosa Kid's House.
   B. Discussion and Action Regarding Declaring 1000 Gallon Propane Tank Surplus and Authorizing Disposal through GovDeal.
   C. Discussion and Action Regarding Storm Water Change Orders
   D. Discussion and Action Regarding Workers Compensation Legal Defense
   E. Discussion and Action Regarding Creation of Task Force on Traffic (Traffic Calming and Enforcement)
   F. Discussion and Action Regarding Payment of Galloway/Johnson/Tompkins/Burr And Smith invoice for Legal Services Regarding Catawba Right-of-Way Dispute.

   These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.

6. **ACTION ITEMS:**

   A. Discussion and Action Regarding Development Review Board Recommendation:
      1) Benson Complex – 250 Gulf Breeze Parkway
   B. Discussion and Action Regarding Water Supplier Rate Increase
   C. Discussion and Action Regarding Easement Between 1316 and 1317 Soundview Trail

7. New Items
8. Information Items
9. Public Forum
10. 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. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.

RESOLUTION 12-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Gulf Breeze (the "City") finds that it is in the best interest of its residents to maintain the traffic signals located within the City along U.S. 98; and

WHEREAS, the State of Florida Department of Transportation ("FDOT"), requires the City to execute and deliver to FDOT a Traffic Signal Maintenance and Compensation Agreement (the "Agreement"), attached hereto as Exhibit A, in order to permit the City to maintain said signals.

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

SECTION 1: The City Council of the City of Gulf Breeze hereby authorizes the Mayor to execute the Traffic Signal Maintenance and Compensation Agreement between the City and FDOT on behalf of the City.

SECTION 2: The City Clerk is hereby directed to send copies of this Resolution and the executed Agreement to the appropriate representative(s) of FDOT and all other persons as directed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA ON THIS 18th DAY OF MAY, 2015.

_____
Matt E. Dannheisser, Mayor

ATTEST

_____
Leslie A. Guyer, City Clerk

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. 59-0948304

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, ____ between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and City of Gulf Breeze, Florida, a Florida political subdivision ("Maintaining Agency").

WITNESSETH:

A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.

B. The Maintaining Agency is authorized ~~under~~ by its City Council to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.

3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.

4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.

5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

   The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	**Florida DOT**
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.

8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.

   a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.

10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.

11. Payment will be made in accordance with Section 215.422, Florida Statutes.

12. There shall be no reimbursement for travel expenses under this Agreement.

13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.

17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

18. In the event this contract is for services in excess of $25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

21. 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 or services to a public entity, may not submit a bid on a contract with a public entity for the 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, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:

    a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.

    b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.

    c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.

    d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.

28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.

30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.

31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.

32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.

33. The Maintaining Agency shall:
    a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
    b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

34. Exhibits A, B, and C are attached and incorporated by reference.

35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

City of Gulf Breeze, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: Matt E. Dannheisser

Title: Mayor

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

EXHIBIT A

TRAFFIC SIGNAL INTERSECTIONS MAINTAINED AND OPERATED FOR FY 2015-2016

Effective Date: **07/01/2015** **06/30/2016**

Maintaining Agency: **CITY OF GULF BREEZE** ***CONTRACT #:***

Traffic Signal #	Intersection Locations	Compensate (Yes or No)	FDOT FY Unit Rate	Percent of State	Total Amount
001	SR 30 @ FAIRPOINT DR/NORTHCLIFF	Yes	$3,040.00	100.00%	$3,040.00
002	SR 30 @ DANIEL DR	Yes	$3,040.00	100.00%	$3,040.00
003	SR 30 @ HOSPITAL DR	Yes	$3,040.00	100.00%	$3,040.00
004	SR 30 @ GULF BREEZE SCHOOL	Yes	$3,040.00	100.00%	$3,040.00
Grand Total					*$12,160.00*

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement.

For Satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum of: $12,160.00

Maintaining Agency **Date**

Matt E. Dannheisser,
Mayor City of Gulf Breeze

District Traffic Operations Engineer **Date**

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be $3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be $4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.
Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)
2014-15*	$ 2,951		$738	$295	$738	$148	$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year . For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

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

A Special Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, April 29, 2015, at 8:15 p.m. *(Note: The Special meeting was held prior to the Executive Session meeting of the same date. Following the Special Meeting, the Executive Session was commenced.)*

Upon call of the roll the following Councilmembers were present: Councilwoman Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

RESOLUTION 11-15: **APPROVING A LOAN FROM HANCOCK BANK TO FAIRPOINT REGIONAL UTILITY SYSTEM IN THE AMOUNT OF $600,000, THE LIMITED GUARANTY BY THE CITY, AND AUTHORIZING EXECUTION OF LOAN DOCUMENTS.**

Mayor Pro Tem Henderson made a motion to approve Resolution 11-15. Councilman Landfair seconded. The vote for approval was unanimous.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING ACCEPTANCE OF FISCAL YEAR 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT.

Reference: Deputy City Manager memo dated April 24, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL ACCEPT THE FY 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE YEAR ENDING SEPTEMBER 30, 2014, PREPARED AND PRESENTED BY SALTMARSH, CLEAVELAND & GUND.

Councilman Landfair made a motion to approve staff's recommendation. Councilwoman Bookout seconded. The vote for approval was unanimous.

ADJOURNMENT: Mayor Dannheisser adjourned the special meeting at 8:18 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

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

The 1,271st Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, May 4, 2015, at 6:30 p.m.

Upon call of the roll the following Councilmembers were present: Councilwoman Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

APPROVAL OF MINUTES:

Councilwoman Fitch moved for approval of the minutes for the Informal Workshop held on March 21, 2015. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

Councilman Landfair moved for approval of the minutes for the Special Workshop held on April 20, 2015. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

Councilman Landfair moved for approval of the minutes for the Regular Meeting held on April 20, 2015. Councilwoman Fitch seconded. The vote for approval was unanimous.

PUBLIC HEARINGS

ORDINANCE NO. 03-15: **AN ORDINANCE AMENDING SECTIONS OF THE LAND USE AND ZONING CODE AND THE LAND DEVELOPMENT CODE RELATIVE TO MIXED USE DEVELOPMENT**
(Second Reading and Public Hearing)

The City Manager discussed recent changes made to the Ordinance that was discussed at the April 29, 2015, Executive Session. The City Clerk read the Ordinance by title. The Mayor opened the floor for public comments. The following individuals spoke regarding the Ordinance: Solimano Magali, 800 Bay Cliffs Road; Bernice Osborne, 413 Andrew Jackson Trail; Steve Quinnell, 1100 Shoreline Drive; Bill Graves, 1181 Gulf Breeze Parkway; Scott Wheatley, 3 Futura Drive; Maggie Thorpe, 333 Deer Point Drive; Gary Michaels, 1201 Soundview Trail; Bobby Rice, 290 Plantation Hill Road; Finley Holmes, 596 Baycliffs Circle; Joseph Allmon, 211 Azalea Street; Beverly Zimmern, 623 Bay Cliffs Road; Frank Osborne, 413 Andrew Jackson Trail; Doug Dasinger, 409 Canterbury Lane; Tim Buttell, 507 Yesteroak Circle; Wyatt Sise, 511 Yesteroak Circle; Sara Sise, 511 Yesteroak Circle; Lisa Newell, HarbourTown

owner; Michael Hamstra, AppRiver representative; Sue Wells, 408 Andrew Jackson Trail; Greg Smith, 424 Kenilworth Avenue; Robert Price, 404 Kenilworth Avenue; Wendy Brandon, 508 Dracena Way; Ian Welsh, 1137 Crane Cove Boulevard; Tom Riney, 335 Andrew Jackson Trail; John Minor, 421 Cumberland Avenue; Darlene Patton, 608 Bay Cliffs Road; Brian Bowles, 125 Palmetto Road; Scott Saxton, 412 Canterbury Lane; Julie Luttrell, 204 Dolphin Street; Eric Stone, 283 Plantation Hill Road; Steve Mayes, 143 Highpoint Drive; Robert Mayes, 4697 Soundside Drive; Bob Wilson, 116 Julia Way; Joe Walsh, 404 Bear Drive; Robert Turpin, 2 Madrid Avenue; Patsy Myers, Gulf Breeze Hospital/Andrews Institute representative; Rodney Sutton, 102 Shoreline Drive; Brian Spencer, 3 East Zaragoza Street, Pensacola; Deborah Berger, 815 Bay Cliffs Road; John Tolan, 754 Peake's Point Drive; Tom Naile, 112 Windsor Place; Jonathan Mayes, 408 Kenilworth Avenue; Monsignor Hunt, St. Ann's Catholic Church; Tim Burr, 604 Fairpoint Drive; Alex Bell, 6 San Carlos Avenue; Doug Wood, 175 Russ Drive; Bill Shearer, 229 Northcliff Drive; and Christa Welsh, 1137 Crane Cove Boulevard.

Councilman Landfair made a motion for approval of Ordinance No. 03-15 with the maximum building height limitation of 60' in the target height zones be changed to 45'. After discussion, Councilman Landfair amended his motion to modify the 60' building height limitation in the target height zone to 50'. Councilwoman Fitch seconded. The vote for approval was 4-1 with Mayor Pro Tem Henderson dissenting.

ORDINANCE NO. 04-15: **AN ORDINANCE AMENDING SECTION 3-4(B) OF THE CODE OF ORDINANCES PERTAINING TO THE REGULATION OF CERTAIN BUSINESSES THAT SELL OR SERVE ALCOHOLIC BEVERAGES.**
(Second Reading and Public Hearing)

The City Clerk read the Ordinance by title. The floor was opened for public comments. No comments were received.

Mayor Pro Tem Henderson moved for approval of Ordinance No. 04-15. Councilwoman Fitch seconded. The vote for approval was unanimous

CONSENT AGENDA ITEM(S):

A. **SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM RECOMMENDATIONS:**

Reference: Assistant Director of Public Services memo dated April 24, 2015

1) REDWOOD LANE 12" GRAVITY SEWER SLIP LINING
RECOMMENDATION:
THE SOUTH SANTA ROSA UTILITY BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE BROWN CONSTRUCTION TO SLIP-LINE THE 12" GRAVITY SEWER MAIN FROM U.S. HIGHWAY 98 TO REDWOOD LANE AT A COST OF $25,450 FUNDED FROM RESERVES.

2) WASTEWATER TREATMENT FACILITY FENCING

RECOMMENDATION:
THE SOUTH SANTA ROSA UTILITY BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE THE APPROVED CAPITAL BUDGET EXPENDITURE OF $13,500 WITH A-1 HURRICANE FENCE FOR THE INSTALLATION OF A PERIMETER FENCE AT THE WASTEWATER TREATMENT FACILITY.

B. **SUBJECT: DISCUSSION AND ACTION REGARDING DRAINAGE EASEMENT FROM SANTA ROSA COUNTY SCHOOL DISTRICT.**

Reference: Assistant Director of Public Services memo dated April 24, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL AUTHORIZE THE MAYOR TO EXECUTE THE DRAINAGE EASEMENT WITH SANTA ROSA COUNTY SCHOOL DISTRICT FOR THE RUSS DRIVE AND DRACENA WAY DRAINAGE PROJECT.

C. **SUBJECT: DISCUSSION AND ACTION REGARDING BID AWARD OF CHRISTMAS DECORATIONS ON HIGHWAY 98.**

Reference: Director of Parks and Recreation memo dated April 23, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL AWARD A CONTRACT TO LAWN MASTER, INC. IN THE AMOUNT OF $10,780 ANNUALLY FOR THE PROVISION OF CHRISTMAS HOLIDAY DECORATIONS IN THE MEDIANS OF HIGHWAY 98 WITHIN THE BUSINESS DISTRICT OF THE CITY LIMITS. FURTHER, THAT THE CITY COUNCIL AUTHORIZE PAYMENT USING CRA FUNDS AND AUTHORIZE ANNUAL RENEWAL PENDING SATISFACTORY CONTRACTOR PERFORMANCE.

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

These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.

ACTION AGENDA ITEMS: None

NEW BUSINESS: None

OPEN FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 9:24 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

Councilmembers Present: Councilwoman Renee Bookout, Councilman David Landfair, and Mayor Matt Dannheisser. Mayor Pro Tem Joseph Henderson was present by phone. Councilwoman Cherry Fitch was not in attendance.

ACTION AGENDA ITEMS:

A. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD RECOMMENDATION:

1) Benson Complex – 250 Gulf Breeze Parkway, Gulf Breeze

Reference: Development Review Board Minutes from May 5, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL APPROVE THE PROJECT CONTINGENT ON THE HEIGHT ON THE MONUMENT SIGN BEING DECREASED FROM 8'-2" TO 8'-0" TO COMPLY WITH THE CITY'S LAND DEVELOPMENT CODE.

The following individuals spoke regarding the project: George Williams, 219 Florida Avenue; David Alsop, Sam Marshall Architects, 325 S. Palafox Street, Pensacola; Mick Cleland, HAS, 1315 Country Club Road; and Robert Turpin, 2 Madrid Avenue.

Councilman Landfair made a motion to place the item on the May 18, 2015, agenda for further discussion without a recommendation. Councilwoman Bookout seconded the motion. The vote for approval was unanimous.

The Architect, Engineer, and Traffic Engineers will take another look at alternative traffic solutions such as a traffic circle.

B. SUBJECT: DISCUSSION AND ACTION REGARDING DONATION TO GULF BREEZE SUMMER CLASSIC BASEBALL TOURNAMENT.

ITEM WITHDRWAN FROM AGENDA

C. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION FOR THE "FESTIVAL OF TREES" ON NOVEMBER 16, 2015 FROM SANTA ROSA KID'S HOUSE.

Reference: Deputy Chief of Police memo dated April 28, 2015

RECOMMENDATION:

THAT THE SPECIAL EVENT APPLICATION FOR THE "FESTIVAL OF TREES" ON NOVEMBER 16, 2015, BE APPROVED.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

D. SUBJECT: DISCUSSION AND ACTION REGARDING DECLARING 1000 GALLON PROPANE TANK SURPLUS AND AUTHORIZING DISPOSAL THROUGH GOVDEAL WEBSITE.

Reference: Compliance Officer Hatcher memo dated May 6, 2015

RECOMMENDATION:

THAT THE CITY COUNCIL DECLARE THE 1000 GALLON PROPANE TANK SERIAL #2SF026504 LOCATED AT CITY HALL SURPLUS AND AUTHORIZE DISPOSAL THROUGH THE GOVDEAL WEBSITE.

Councilman Landfair made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

E. SUBJECT: DISCUSSION AND ACTION REGARDING TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION.

Reference: Assistant Director of Public Services memo dated May 8, 2015

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE RESOLUTION 12-15 REGARDING THE TRAFFIC SIGNAL MAINTENANCE AGREEMENT WITH THE DEPARTMENT OF TRANSPORTATION AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

Councilman Landfair made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

F. SUBJECT: DISCUSSION AND ACTION REGARDING STORMWATER PROJECT CHANGE ORDERS.

Reference: Assistant Director of Public Services memo dated May 8, 2015

Williamsburg/Roanoke Catch Basin- $4,774
Ribbon Curb at 302 Florida Avenue - $1,521
Storm Water Force Main Relocation - $5,466
Abandoned Sewer Main - $3,843
Sewer Lateral Relocations - $9,300

The total of the change orders is $24,904 with $11,761 from the Storm Water fund project and $13,143 allocated to Water & Sewer fund reserves.

RECOMMENDATION:
THE CITY COUNCIL AUTHORIZE CHANGE ORDERS IN THE AMOUNT OF $24,904 TO THE CONTRACT WITH UTILITY SERVICE COMPANY REFLECTING THE AFOREMENTIONED WORK FOR THE 2014 GULF BREEZE DRAINAGE PROJECT.

Councilwoman Bookout made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Henderson. The vote for approval was unanimous.

G. SUBJECT: DISCUSSION AND ACTION REGARDING WORKER'S COMPENSATION LEGAL DEFENSE.

Reference: Deputy City Manager memo dated May 8, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL RETAIN THE SERVICES OF COLLEEN CLEARY ORTIZ, P.A. FOR LEGAL WORK RELATED TO WORKER'S COMPENSATION DEFENSE.

Councilman Landfair made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

H. SUBJECT: DISCUSSION AND ACTION REGARDING FY 2014 COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR)

Reference: Deputy City Manager memo dated May 8, 2015

This item will be placed on the May 18, 2015, Agenda for further discussion if staff has a specific proposal. No vote on this item was needed.

Mayor Pro Tem Henderson requested to meet with the auditors from Saltmarsh to answer a few questions regarding the audit.

Councilwoman Bookout requested that the European Investment Bank portfolio be reviewed. The Mayor and Council would like to be provided with regular quarterly investment reports on the City's investment allocations.

I. SUBJECT: DISCUSSION AND ACTION REGARDING WATER SUPPLIER RATE INCREASES.

Reference: Assistant Director of Public Services memo dated May 8, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL CONSIDER A RESOLUTION AT ITS JUNE 15, 2015, MEETING TO INCREASE THE VOLUMETRIC RATE FOR WATER FROM $3.05 TO $3.36 PER THOUSAND GALLONS FOR BOTH THE CITY OF GULF BREEZE AND SOUTH SANTA ROSA UTILITY SYSTEM, AND AUTHORIZE STAFF TO COMPLETE APPROPIATE ADVERTISING FOR THE MEETING.

Councilman Landfair made a motion to discontinue collecting the additional $1.00 fee to help offset the water rate increase cost imposed by FRUS. The motion died due to a lack of a second.

Councilwoman Bookout made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Henderson. The vote for approval was 3-1 with Councilman Landfair dissenting.

City Manager to verify notification compliance timeline.

J. SUBJECT: DISCUSSION AND ACTION REGARDING GULF BREEZE FINANCE SERVICES – REDEMPTION OF GREATER ORLANDO AVIATION AUTHORITY BOND PROGRAM.

Reference: City Manager memo dated May 8, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL MEET ON MAY 18, 2015, AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES AND ENDORSE THE GOAA REFINANCING PLAN PENDING FINAL DOCUMENTS.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was unanimous. The City Attorney will check with Bond Council to verify that they can prepay.

K. SUBJECT: DISCUSSION AND ACTION REGARDING CREATION OF TASK FORCE ON TRAFFIC (TRAFFIC CALMING AND ENFORCEMENT TASK FORCE).

Reference: City Manager memo dated May 8, 2015

RECOMMENDATION:
THAT THE CITY COUNCIL DIRECT STAFF TO FORM A TRAFFIC CALMING AND ENFORCEMENT TASK FORCE.

Councilwoman Bookout made a motion to place staff's recommendation on the May 18, 2015, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Henderson. The vote for approval was unanimous.

Tommy Brown, 2236 West Bayshore Drive, volunteered to serve as a Technical Advisor (non-voting member) on the Traffic Calming Task Force. Mr. Brown is the Transportation Planner with Escambia County.

L. SUBJECT: DISCUSSION AND ACTION REGARDING EASEMENT BETWEEN 1316 AND 1317 SOUNDVIEW TRAIL.

Reference: City Manager memo dated May 8, 2015

Councilman Landfair made a motion to place item on the May 18, 2015, Regular Council meeting agenda without a recommendation. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

M. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF SALTMARSH, CLEAVELNAD AND GUND INVOICE FOR GULF BREEZE FINANCIAL SERVICES COMPLIANCE AUDIT.

N. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF GALLOWAY/JOHNSON/THOMPKINS/BURR AND SMITH INVOICE FOR LEGAL FEES REGARDING CATAWBA RIGHT-OF-WAY DISPUTE.

O. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF VHB INVOICE FOR SERVICES RENDERED REGARDING MAINTENANCE OF TRAFFIC PLAN.

P. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF VHB INVOICE FOR SERVICE RENDERED REGARDING AMENDMENTS TO THE LAND DEVELOPMENT CODE.

Councilman Landfair moved to move items M, N, O and P on the May 18, 2015, appropriate meeting agendas. The motion was seconded by Councilwoman Bookout. The vote for approval was unanimous.

NEW ITEMS: None

INFORMATION ITEMS: None

PUBLIC FORUM: Robert Turpin, 2 Madrid Avenue, Gulf Breeze, enjoyed the Films of the Field event on May 9th.

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 7:49 p.m.

City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Curt Carver, Deputy City Manager

Date: 5/15/2015

Subject: Agenda Items

For the upcoming City Council agenda, you will be considering two action items from the last Executive Committee meeting. These are:

1. discussion and action regarding the easement between 1316 and 1317 Soundview Trail; and
2. discussion and action regarding the DRB recommendation on the Benson Complex.

The documents that you were provided for the Executive Committee were not included in this agenda's materials. Should you need another copy of have any questions, please do not hesitate to contact me.

Cc: City Manager

City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: May 8, 2015

RE: Water Supplier Rate Increase

The Fairpoint Regional Utility System has voted to increase the wholesale volumetric rate the City pays for water by 25% from $1.24 to $1.55 per thousand gallons effective May 1, 2015. In order to recover this increase in cost, Staff recommends an increase of $0.31 to the volumetric rate charged to customers for water. This would increase the rate from $3.05 to $3.36 per thousand gallons, which reflects a 10.2% increase.

Staff recommends that the rate increase be considered at the June 15, 2015 regular City Council meeting. The time and location of the meeting will be advertised on the bills sent out between May 10th and June 1st.

RECOMMENDATION: That City Council consider a resolution at its June 15, 2015 meeting to increase in the volumetric rate for water from $3.05 to $3.36 per thousand gallons for both the City of Gulf Breeze and South Santa Rosa Utility System, and authorize staff to complete appropriate advertising for the meeting.

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