# GULF BREEZE CITY COUNCIL
# EXECUTIVE SESSION AGENDA

**JUNE 10, 2015**
**WEDNESDAY, 6:30 P.M.**
**COUNCIL CHAMBERS**

**ACTION AGENDA ITEMS:**

A. Discussion and Action Regarding Increase of Water and Sewer Rates

B. Discussion and Action Regarding Annual Request for Funding Support – Gulf Breeze Chamber of Commerce

C. Discussion and Action Regarding Recommendations – Stormwater Task Force

D. Discussion and Action Regarding Design of 2015 Resurfacing Projects

E. Discussion and Action Regarding Reclaimed Elevated Tank Engineering Consultant

F. Discussion and Action Regarding 2015 Florida College System Activities (FCSAA) State Volleyball Championships

G. Discussion and Action Regarding Workers' Compensation Legal Defense

H. Discussion and Action Regarding Designation of Voting Delegate – Florida League of Cities Annual Conference

I. Discussion and Action Regarding Traffic Calming Task Force

J. New Items

K. Information Items

L. Public Forum

M. Adjounment

*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.*

# City of Gulf Breeze

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

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

**DATE:** **June 4, 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.

The public meeting for the increase has been scheduled for June 15, 2015 during the regular City Council session. The public meeting was advertised per the state statute on the bills during the month of May and June.

**RECOMMENDATION: That City Council convene a public meeting and then approve the resolutions 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.**

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**RESOLUTION 14-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, INCREASING WATER AND SEWER RATES FOR UTILITY CUSTOMERS IN THE CITY OF GULF BREEZE.**

**WHEREAS,** the City of Gulf Breeze provides water service to the residents within the city limits of the City of Gulf Breeze and must rely upon water rates to pay for the purchase of water, the costs to operate the system and provide for adequate reserves; and,

**WHEREAS**, the supplier of water has increased its charge for service from $1.24 to $1.55 per thousand gallons of water purchased effective May 1, 2015; and,

**WHEREAS**, the City Council must take measures to adjust for the increased cost of water purchase and,

**WHEREAS**, the City Council held a Public Meeting on Monday, June 15, 2015 on this matter.

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

**SECTION 1:** The water volumetric rate is hereby increased from $3.05 to $3.36 for City of Gulf Breeze customers. Said increase to be implemented commencing with bills produced after June 15, 2015.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA** on this _____ day of _____, 2015.

_____
Matt E. Dannheisser, Mayor

ATTEST

_____
Leslie A. Guyer, City Clerk

**RESOLUTION 15-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, INCREASING SEWER RATES FOR UTILITY CUSTOMERS IN THE SOUTH SANTA ROSA UTILITY SYSTEM.**

**WHEREAS,** the City of Gulf Breeze provides water service to the residents within the South Santa Rosa Utility System and must rely upon water rates to pay for the costs to operate the system and provide for adequate reserves; and,

**WHEREAS**, the supplier of water has increased its price from $1.24 to $1.55 per thousand gallons purchased effective May 1, 2015; and,

**WHEREAS**, the City Council must take measures to adjust for the increased cost of water purchase and,

**WHEREAS**, the City Council held a Public Meeting on Monday, June 15, 2015 on this matter.

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

**SECTION 1:** The water volumetric rate is hereby increased from $3.05 to $3.36 for South Santa Rosa Utility System customers. Said increase to be implemented commencing with bills produced after June 15, 2015.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA** on this _____ day of _____, 2015.

_____
Matt E. Dannheisser, Mayor

ATTEST

_____
Leslie A. Guyer, City Clerk

TEMPLATE FOR MESSAGES ON UTILITY BILLS
YOU MUST USE COURIER NEW FONT TO
MAINTAIN APPROPRIATE SPACING
(37 spaces, 13 lines)

| | 1234567890123456789012345678901234567 |
|---|---|
| 1 | The City of Gulf Breeze will discuss |
| 2 | a $0.31 water rate increase on June |
| 3 | 15, 2015 at 6:30 PM at Gulf Breeze |
| 4 | City Hall. For more information |
| 5 | please contact Thomas Lambert at 934- |
| 6 | 5110. |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |

# City of Gulf Breeze

Office of City Manager

## Memorandum

**To:** Mayor and City Council

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

**Date:** June 4, 2015

**Subject:** **Annual Request for Funding Support - Gulf Breeze Chamber of Commerce**

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For the past several years, the City Council has approved an expenditure from Tourist Development Funds to support the Gulf Breeze Area Chamber. Part of the activities of the Chamber, as outlined in the attached letter from President/CEO Kristen Loera, promote the City and its businesses.

In Fiscal Year 2013, the City contributed $6,733 to Chamber operations. In 2014, the City contributed $7,000. The local hotels have benefited from increased local traffic and increased activity on Pensacola Beach. In order to continue to promote local hotels and businesses, and as a reflection of increased TDC activity, a higher contribution may be in order this year.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE AN EXPENDITURE OF $8,000 TO THE GULF BREEZE AREA CHAMBER OF COMMERCE TO SUPPORT OPERATING ACTIVITIES.** ***(TO BE FUNDED FROM THE TOURIST DEVELOPMENT COUNCIL FUNDS.)***

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562

GULFBREEZE
AREA CHAMBER OF COMMERCE
409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
(850) 932-7888 Fax: (850) 934-4601

May 26, 2015

City of Gulf Breeze
Attn: Mr. Edwin A. Eddy, City Manager
1070 Shoreline Dr.
Gulf Breeze, FL 32561

Dear Mayor and City Council:

On behalf of the Board of Directors and Members of the Gulf Breeze Area Chamber of Commerce, I would like to thank you, Mayor Dannheisser, the City Council, and the departments of the City of Gulf Breeze for your continued support of the Chamber. We are proud to be an integral part in the growth and development of our City. We are committed to supporting our local businesses and to stimulating our economy right here in Gulf Breeze.

One of our priorities is to continue to represent Gulf Breeze to tourists, visitors and new businesses in a welcoming and professional manner. Our location on Highway 98 is a perfect site for interaction of this type. Thank you. We are often the first point of contact for many who connect with the City whether by phone, in person or through e-mail. The Gulf Breeze Area Chamber produces an area map and annual *Gulf Breeze Relocation/Visitor's Guide & Membership Directory*. We also host several events - Gulf Breeze Business & Family Expo, Taste of Gulf Breeze, and Fairways to Freedom Golf Tournament - that we are trying to build into community events to draw more visitors to our City. We are so excited to again use the new Community Center to showcase area businesses at the Gulf Breeze Business & Family Expo this Fall. We appreciate the City's support in hosting the annual Holiday Parade.

Since the Gulf Breeze Area Chamber does play such an integral role in tourism development for the Gulf Breeze Area, we are requesting reimbursement from the Tourist Development Council (TDC) funds set aside for tourism programs for Gulf Breeze. The following details our estimated costs for the period from October 1, 2014 through September 30, 2015:

<u>Annual Relocation/Visitor's Guide & Membership Directory</u>
5,000 printed guides. Estimating one-half of guides distributed to visitors at Pensacola International Airport and mailed in relocation packages. - $2,500

<u>Cost of Maintaining the Gulf Breeze Area Chamber Website with local information.</u>
Annual cost - $1,000

<u>Administrative Support</u>
Estimating one-fourth of a part-time administrative staff time is spent on visitor/tourism requests and maintaining Chamber website, at an annual salary of $28,000 translates to $7,000 per year.

Our total request for reimbursement for the above stated time period is $10,500.00.

We anticipate a similar request for the period from October 1, 2015 through September 30, 2016.

Thank you for your consideration of this request.

Sincerely,

Kristen Loera
President/CEO
Gulf Breeze Area Chamber of Commerce

# City of Gulf Breeze

Office of City Manager

## Memorandum

**To:** Mayor and City Council

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

**Date:** June 5, 2015

**Subject:** **Recommendations – Stormwater Task Force**

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The City's Stormwater Task Force will meet on Tuesday, June 9, to discuss two issues:

1) increasing the requirement that commercial and residential development retain and treat stormwater volume generated from a 25 year storm event to amounts generated by a 100 year storm event; and,

2) a change order to the stormwater drainage project now underway which would provide for a gravity outfall to the south rather than outfall to the north conveyed by a lift station. Attached is a preliminary memo on this subject.

Recommendations on both subjects will be forthcoming prior to the Executive Session.

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# City of Gulf Breeze

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

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

**DATE:** **June 5, 2015**

**RE:** **Stormwater Project Revision**

The 2014 Gulf Breeze Drainage project, currently underway, was designed and bid prior to the April 2014 flooding. The project provides new drainage pipes for Washington Avenue, Camelia Street, Dolphin Street, Florida Avenue, Russ Drive, Dracena Way and Center Road. After the flooding, the newly formed Stormwater Task Force advised the City Council that a gravity outfall for the Russ Drive, Dracena Way and Center Road areas (Northern Segment) would be preferable, utilizing a proposed easement from the School Board. With City Council approval, staff negotiated the easement, authorized the re-design and re-permitting and asked for change order pricing from the contractor.

The contractor has completed his estimates for the revised project design. The revised project was done in two portions by two different engineering consultants, thus the pricing is in two parts. It should be noted that the increased length of pipe needed to achieve a gravity pipe outfall has caused a significant cost increase. The gravity pipe instead of a lift station is highly preferable, because it is has a higher capacity, is low maintenance and does not require power to operate. The following is a summary of the project price change.

| | |
|---|---|
| Original Bid | $1,835,956.00 |
| Deduct for Northern Segment | -$785,284.00 |
| Revised Northern Segment Total | $1,397,095.00 |
| Revised Total Price | $2,447,767.00 |

The revised project will cost an additional $612,000. The City will be responsible $876,940 of this cost, as the remainder is funded through a grant from the Department of Environmental Protection. Prior to the bid, the City Council committed to up to $500,000 towards this project, so the revision would be a $376,000 addition to that commitment.

The original rough estimates were for an additional $400,000. The very complicated crossing of Shoreline Drive, which will have to be open cut, accounts for a large portion of the unexpected costs.

Some residents have also suggested that a 30" diameter pipe would not be a sufficient size to reduce the problem, so staff agreed to solicit an alternate to add an additional 30" pipe. The cost for the additional 30" pipe is $314,830. While this additional pipe will greatly increase the capacity of the project, it is staff's belief that this extra capacity would be rarely, if ever, utilized.

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The City Council could consider an assessment of the areas that contribute to the system to recover the cost of the additional pipe.

The Stormwater Task Force will meet prior to the executive session in order to provide the City Council its recommendation for the revised project.

**RECOMMENDATION: That the City Council approve the change order with Utility Service Company for $612,000 to install a 30" diameter outfall pipe for Dracena Way, Russ Drive and Center Road.**

UTILITY SERVICE CO.

June 4, 2015

City of Gulf Breeze, Florida
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Thomas Lambert, PE
RE: Gulf Breeze Drainage Improvements: Northern Segment Estimate

| Item # | Description | Unit | Qty | Unit Price | Extension |
|---|---|---|---|---|---|
| 1 | SOD | SY | 1881 | $ 4.82 | $ 9,066.42 |
| 2 | CUT & PATCH CONC DRIVEWAYS/SIDEWALK | SY | 230 | $ 62.00 | $ 14,260.00 |
| 3 | CUT & PATCH ASPH DRIVEWAYS/ROADWAYS | SY | 1106 | $ 70.00 | $ 77,420.00 |
| 4 | CURB & GUTTER | LF | 600 | $ 34.04 | $ 20,424.00 |
| 5 | 24" RCP | LF | 209 | $ 80.02 | $ 16,724.18 |
| 6 | 30" RCP | LF | 1832 | $ 104.56 | $ 191,553.92 |
| 7 | STORMWATER MANHOLE | EA | 8 | $ 3,307.77 | $ 26,462.16 |
| 8 | TYPE C INLET BASE & TOP | EA | 1 | $ 3,495.71 | $ 3,495.71 |
| 9 | TYPE F INLET BASE & TOP | EA | 12 | $ 4,187.29 | $ 50,247.48 |
| 10 | VERFIY EX. UTILITIES | LS | 1 | $ 9,419.00 | $ 9,419.00 |
| 11 | MAINTENANCE OF TRAFFIC | LS | 1 | $ 4,125.00 | $ 4,125.00 |
| 12 | CLEARING & GRUBBING | LS | 1 | $ 9,790.00 | $ 9,790.00 |
| 13 | RIGHT OF WAY RESTORATION (Church Sign Removal/Reinstall, Nightingale Center Landscape Island, ERA Legacy Landscaping, Open Cell Sidewalk @ Center St) | LS | 1 | $ 30,052.91 | $ 30,052.91 |
| | Total | | | | $ 463,040.78 |

We assume this segment will not require dewatering to install the pipe & drainage structures. If dewatering proves to be necessary, a separate price will have to be negotiated.

This work should take approximately 5 months to complete.

This proposal does not cover the relocation of exisiting utilities.

Signed,

Charley Radford, Vice President
Utility Service Co., Inc.

*4326 Gulf Breeze Parkway • Gulf Breeze, Florida 32563 • Telephone (850) 932-5342 • FAX: (850) 932-0258*
*CUC056738 RG0058655 RF0038375 CUC1224781*

UTILITY SERVICE CO.

June 4, 2015

City of Gulf Breeze, Florida
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Thomas Lambert, PE
RE: Gulf Breeze Drainage Improvements: Nightingale Outfall Estimate

| Item # | Description | Unit | Qty | Unit Price | Extension |
|---|---|---|---|---|---|
| 1 | REMOVE EX 24" HEADWALL & PIPE | LS | 1 | $ 668.00 | $ 668.00 |
| 2 | 30" SINGLE HEADWALL | EA | 1 | $ 9,231.00 | $ 9,231.00 |
| 3 | VERIFY EX UTILITIES | LS | 1 | $ 14,959.91 | $ 14,959.91 |
| 4A | 30" RCP | LF | 3044 | $ 123.92 | $ 377,212.48 |
| 4B | WELLPOINTING | LF | 1275 | $ 37.54 | $ 47,863.50 |
| 5 | STORM MANHOLES | EA | 8 | $ 5,732.28 | $ 45,858.24 |
| 6 | TYPE E INLET | EA | 5 | $ 3,486.55 | $ 17,432.75 |
| 7 | CONNECT TO EX INLET | EA | 2 | $ 1,838.65 | $ 3,677.30 |
| 8 | VORTECH UNIT | LS | 1 | $ 141,334.00 | $ 141,334.00 |
| 9 | REMOVE EX 15" PIPE & INLET (STA. 6+60) | LS | 1 | $ 1,710.50 | $ 1,710.50 |
| 10 | CLEARING & GRUBBING | LS | 1 | $ 17,797.95 | $ 17,797.95 |
| 11 | REMOVE & REPLACE CURB | LF | 160 | $ 34.75 | $ 5,560.00 |
| 12 | REMOVE & REPLACE SIDEWALK | SY | 61 | $ 62.00 | $ 3,782.00 |
| 13 | REMOVE & REPLACE 8' WALKING PATH | SY | 1258 | $ 78.36 | $ 98,576.88 |
| 14 | REMOVE & REPLACE ASPHALT ROADWAY | SY | 302 | $ 70.00 | $ 21,140.00 |
| 15 | ORNAMENTAL IRON FENCE & CONCRETE COLUMN REPLACEMENT | LS | 1 | $ 5,310.41 | $ 5,310.41 |
| 16 | REMOVE & REPLACE 4' CHAIN LINK FENCE | LF | 935 | $ 7.39 | $ 6,909.65 |
| 17 | REMOVE & REPLACE 6' CHAIN LINK FENCE | LF | 985 | $ 10.96 | $ 10,795.60 |
| 18 | HYDROMULCHING | SY | 7000 | $ 1.64 | $ 11,480.00 |
| 19 | SOD-419 BERMUDA | SY | 2333 | $ 7.40 | $ 17,264.20 |
| 20 | SOD-CENTIPEDE (SHORELINE & INLET PERIMETERS) | SY | 756 | $ 4.82 | $ 3,643.92 |
| 21 | FINAL GRADING | SY | 10089 | $ 1.96 | $ 19,774.44 |
| 22 | THERMOPLASTIC STRIPING (SHORELINE AREA & SCHOOL ENTRANCE) | LS | 1 | $ 1,450.00 | $ 1,450.00 |
| 23 | MAINTENANCE OF TRAFFIC | LS | 1 | $ 17,600.00 | $ 17,600.00 |
| 24 | TEMP WALKWAY FENCE (2 ROWS) | LF | 2300 | $ 10.30 | $ 23,690.00 |
| 25 | BOND PREMIUM INCREASE | LS | 1 | $ 9,332.00 | $ 9,332.00 |
| | Total | | | | $ 934,054.73 |

ADDITIVE ALTERNATE-DOUBLE 30" RCP OPTION

| | | | | | |
|---|---|---|---|---|---|
| ALT 1a | ADDITIONAL 30" RCP | LF | 3044 | $ 73.78 | $ 224,586.32 |
| ALT 1b | ENLARGED STRUCTURES (Δ) | EA | 12 | $ 7,097.00 | $ 85,164.00 |
| ALT 1c | 30" DOUBLE HEADWALL (Δ) | EA | 1 | $ 5,080.00 | $ 5,080.00 |
| | Additive Alternate Total | | | | $ 314,830.32 |

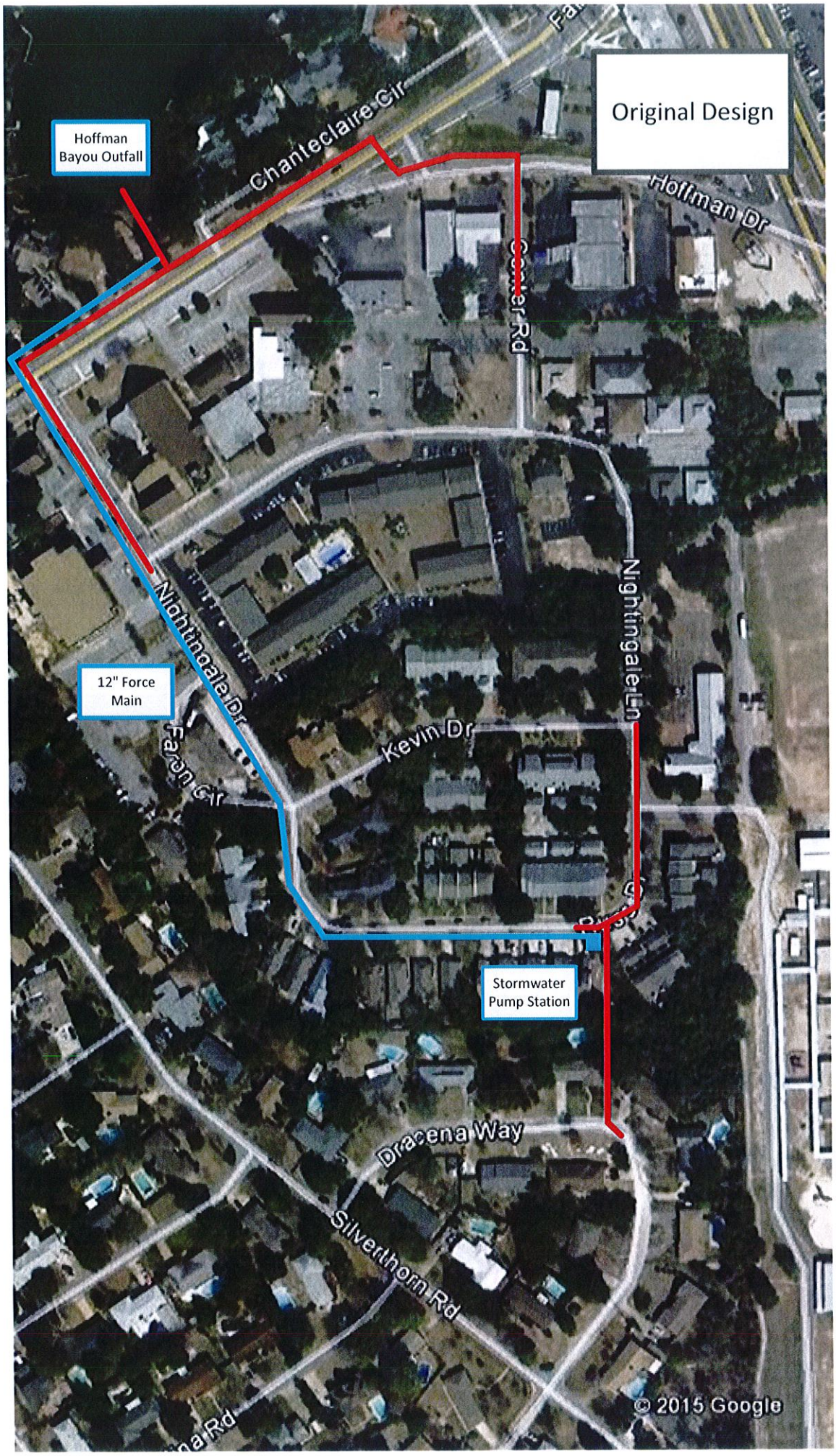
We assume this segment will require dewatering from the 30" headwall at Soundview wetlands to roughly station 18+00. It is our intent to invoice for only actual wellpointing work performed.

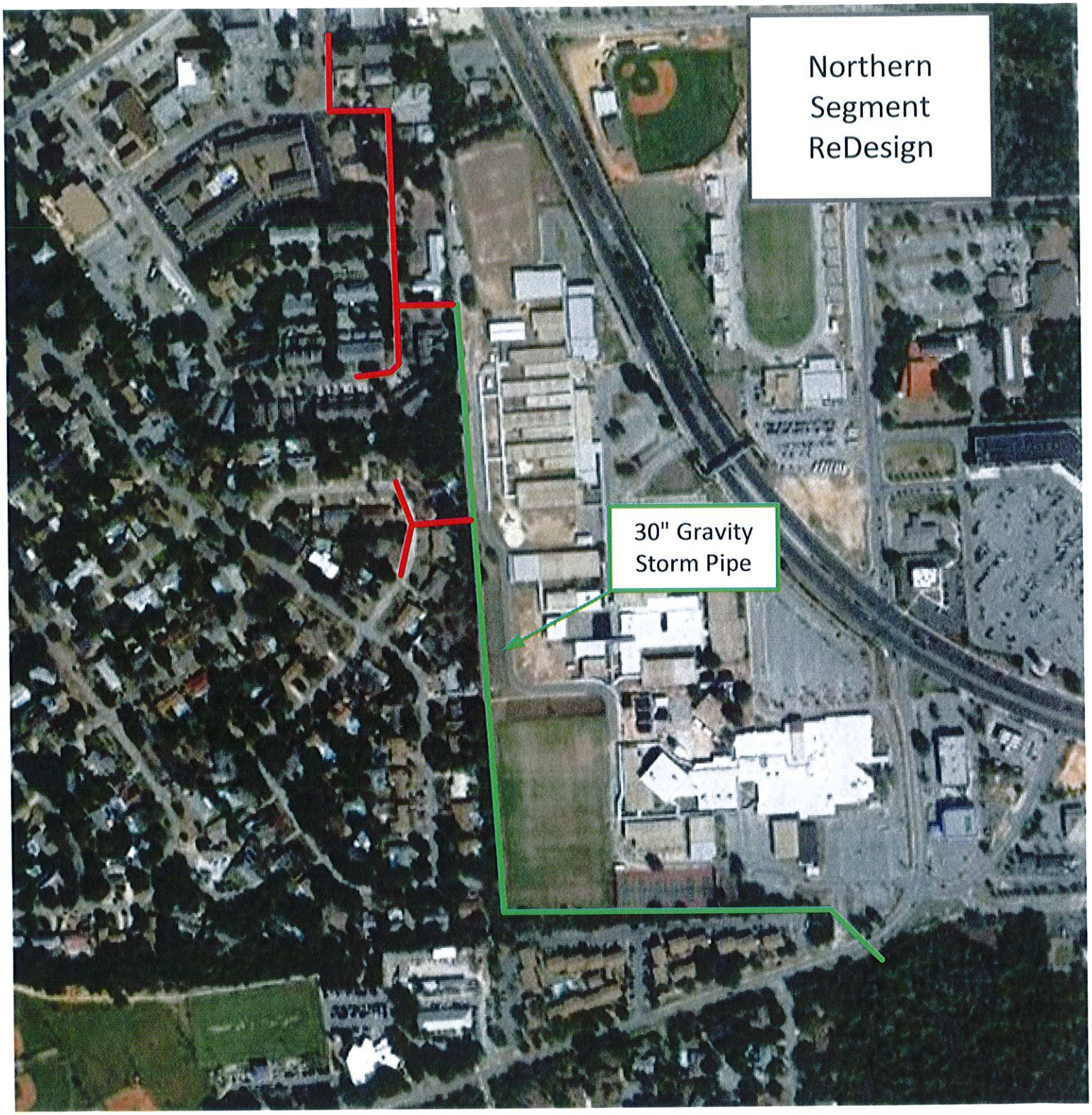
This work should take approximately 7 months to complete.

This proposal does not cover the relocation of exisiting utilities.

Signed,

Charley Radford, Vice President
Utility Service Co., Inc.


Original Design
Hoffman Bayou Outfall
Chanteclaire Cir
Hoffman Dr
Center Rd
Nightingale Dr
Nightingale Ln
12" Force Main
Faron Cir
Kevin Dr
Stormwater Pump Station
Dracena Way
Silverthorn Rd
© 2015 Google


Northern
Segment
ReDesign
30" Gravity
Storm Pipe

# City of Gulf Breeze

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

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

**DATE:** **June 5, 2015**

**RE:** **2015 Resurfacing Projects**

To continue with the 2015 paving program, two consultants have presented proposals for two different project areas. Kenneth Horne & Associates was asked to prepare a fee for portions of Poinciana Drive, and jehle-halstead, inc. presented a proposal for Gilmore Drive, San Carlos Avenue and Hampton Street. Kenneth Horne & Associates will also present a proposal in coming weeks for Berry Avenue, Montrose Boulevard, Navy Cove Boulevard and Driftwood Lane.

Currently, Plantation Hill Road, Middle Plantation Lane, Middle Plantation Circle and Beach Drive are advertised for bid. Dracena Way and portions of Silverthorn Road are designed, but awaiting completion of the stormwater project before the project will be released for bid. A revised list of F/Y 2014 and 2015 paving projects are attached. Some of the roadways that were proposed for FEMA funding were not approved and have been noted on the list.

The proposed fee of $4,680 from Kenneth Horne & Associates and $13,125 from jehle-halstead, inc. will both come from the General Fund reserves dedicated to paving.

**RECOMMENDATION: That City Council approve the following design proposals for resurfacing:**

**Kenneth Horne & Associates, $4,680 for Poinciana Drive**
**jehle-halstead, inc., $13,125 for Gilmore Drive, San Carlos Avenue & Hampton Street**

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**FY 2015 PAVING PROPOSAL**

=35 miles / 15 years = 2.33

Indicates FEMA

Design Complete

Indicates Design Proposal

| | | FY2014 | FY 2015 | FEMA |
|---|---|---|---|---|
| **TO BE PAVED (feet)** | | 12,587 | 12,994 | 2,052 |
| **(miles)** | | 2.384 | 2.461 | 0.389 |
| **PROJECTED COST** | | $ 476,780 | $ 492,197 | $ 77,727 |
| **PAVED EXPENSE** | | $ 89,532 | | |
| **FY TOTAL** | | $ 566,312 | | |
| | LENGTH | | | |
| Cadiz, Cordoba | 1,300 | COMPLETE | | |
| Oveido | 1,686 | COMPLETE | | |
| Madrid | 607 | | YES | |
| Valencia | 1,814 | | YES | |
| Bear | 757 | YES | YES | |
| Bear | 1,477 | | | YES |
| Dracena | 1,753 | YES | | |
| Dracena | 575 | | | YES |
| Silverthorn (Partial) | 1,245 | YES | | |
| Loruna | 1,038 | | YES | |
| Loruna | 685 | | | DENIED |
| Berry | 850 | YES | | |
| Navy Cove | 1,452 | YES | | |
| Driftwood | 357 | YES | | |
| Montrose | 1,509 | YES | | |
| Gilmore | 2,116 | | YES | |
| Gilmore | 1,301 | | YES | DENIED |
| Poincianna | 1,338 | | YES | |
| San Carlos | 3,013 | | YES | |
| Hampton | 1,010 | | YES | |
| Beach | 1,054 | BID | | |
| McLane | 929 | | | |
| Plantation Hill Rd (P) | 1,794 | BID | | |
| Plantation Hill Rd (P) | 740 | BID | | |
| Middle Plantation Ln & Cir | 826 | BID | | |
| Middle Plantation Ln & Cir | 250 | BID | | |
| Dolphin | 1,884 | | | |
| Dolphin St | 1,212 | | SWPROJ | DENIED |
| Camelia St | 1,417 | | | |
| Camelia St | 1,325 | | SWPROJ | DENIED |
| Washington Ave | 1,176 | | SWPROJ | DENIED |
| Soundview Tr | 4,128 | | | DENIED |

jhi jehle-halstead, inc.
Civil Engineering and Surveying

June 2, 2015
Email

Mr. Thomas Lambert, P.E.
City of Gulf Breeze
1010 Shoreline Drive
Gulf Breeze, Florida 32561

RE: Resurfacing Project Addition

Dear Thomas:

We appreciate the opportunity to provide services for the additional resurfacing work on Gilmore, San Carlos and Hampton. Our proposed fee for this additional work is $13,125.00.00.

Please call if you have any questions or comments.

Sincerely,

Donald P. Jehle

Donald P. Jehle, P.E.
CEO

DPJ/dpj

5414 Highway 90 • Milton, Florida 32571 • (850) 994-9503 • Fax (850) 994-9504
www.jehle-halstead.com

t accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data

KH&A
Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

May 29, 2015

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

Re: Poinciana Resurfacing

Dear Mr. Eddy:

Thank you for the opportunity to serve the City in provision of engineering services associated with the planned improvements to Poinciana Street. Anticipated project limits are as communicated by Thomas Lambert and documented in the attached aerial sketch.

The anticipated scope of services includes development of an aerial photography based design drawing and accompanying details and technical specifications. We do not anticipate preparation of full bid documents. Rather, we anticipate that the work will be negotiated with a Contractor under an existing ongoing services contract with the City of Gulf Breeze.

We have included allowances for up to three field visits during construction for purposes of pay request review and addressing any technical questions that may arise. It is our understanding that regular inspection and field observation for the work will be completed by City staff.

Dependent upon the condition of the existing paving system determined from the planned asphalt paving cores, we estimate that the construction cost could be in the range of $115,000 plus or minus 15%.

Our proposed fee for engineering services in accordance with the Scope of Work described above is $4,680.

Should you have questions or require additional information, please do not hesitate to call.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

Kenneth

Kenneth C. Horne, P.E.
President

850 471 9005 info@kh-a.com F 850 471 0093
7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FL 32504 PO BOX 10669, PENSACOLA, FL 32524

Poinciana Project Limits (2015)
S SUNSET BLVD
POINCIANA DR
FIRETHORN RD
PALMETTO RD
HIBISCUS AV
NANDINA RD
Gulf Breeze
BOXWOOD LN
POINCIANA CT

# City of Gulf Breeze

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

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

**DATE:** **June 5, 2015**

**RE:** **Reclaimed Elevated Tank Engineering Consultant**

The Northwest Florida Water Management District approved a grant for SSRUS to construct a 300,000 gallon elevated reclaimed water tank. Staff advertised a request for qualifications for the design consultant. The selection committee chose Hatch Mott McDonald (HMM) as the most qualified firm to complete the work. The SSRUS Board has approved the selection of HMM to be the engineering consultant.

The attached fee proposal for $86,790 is under the proposed budget of $91,000 for the services to be provided. HMM drafted and the City Attorney has revised the proposed contract. The attached contract includes the changes made by the City Attorney, and we expect acceptance by HMM. If there are any substantial adjustments of the contract required, the contract will return to the City Council for approval.

**RECOMMENDATION: That City Council approve and authorize execution of the contract and fee proposal of $86,790 with Hatch Mott McDonald for the design services related to the reclaimed water elevated tank.**

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

Hatch Mott MacDonald
5111 North 12th Ave
Pensacola, FL 32504
T 850.484.6011 www.hatchmott.com

AAC000035 EB0000155 LB00006783

May 27, 2015

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

Attn: Thomas Lambert, PE

Re: South Santa Rosa Utility Service Elevated Reclaimed Water Tank
HMM Project No. 339698

Dear Mr. Lambert:

Hatch Mott MacDonald (HMM) appreciates the opportunity to provide the City of Gulf Breeze (City) with a proposal for engineering and surveying services for design, permitting and construction administration of the 300,000 gallon elevated reclaimed water storage tank in Gulf Breeze, Florida. The scope of services and fee are described below.

**Scope of Services:**

The City requested that HMM prepare permit and construction documents for a 300,000 gallon elevated reclaimed water storage tank, 12 inch reclaimed water line, appurtenances, and associated site work. The description of work in general includes the following:

- Initial data collection, hydraulic model update and hydraulic analysis to determine tank elevation based upon pumping and demand conditions provided by the City.
- Santa Rosa County Conditional Use Permit
- Santa Rosa County Commercial Development Permit
- FAA Obstruction Evaluation
- 300,000 gallon elevated water storage tank design criteria package
- Foundation design
- All tank incidentals as outlined
- 12 inch water line and appurtenances from tank riser to distribution system
- Electrical and SCADA services for pressure transmitter to remotely monitor tank water level

<u>Task 1: Data Collection/Hydraulic Modeling/Preliminary Layout</u>

HMM will review available data provided by the City of Gulf Breeze and Fabre Engineering, and will then assess additional field data that may be necessary for final design. HMM will

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provide a hydraulic analysis of the existing reuse system with the addition of the proposed tank based upon pump and demand data provided by the City. HMM will use the Cybernet hydraulic model provided by Fabre Engineering as a base to develop an updated WaterCAD model to be used for the hydraulic analysis. The City has selected Effluent Reuse Site 1 (ERS1) as the preferred tank location. HMM will coordinate with the City to determine the site layout and proposed tank location within the City's ERS1 and will coordinate with the City's geotechnical engineer to confirm site suitability. HMM will prepare the geotechnical scope of work for the City to issue and contract with its selected engineer.

Task 2: Topographic, Boundary and Utility Locate Survey

HMM will coordinate with the City to establish the necessary field flagging of existing utilities at ERS1. A preliminary plan will be discussed with the City prior to mobilization to the field for the purpose of locating utilities. Upon location and marking of existing utilities by the City, HMM will complete a topographic, boundary and utility locate survey at the proposed tank site within ERS1 including the route for the new 12-inch reclaimed water main tie-in. All visible and apparent utilities shall be located, as field marked by SSRUS/others.

Task 3: Design/Construction Plans

HMM will design the tank site and 12-inch reclaimed water main connection to the distribution system including any site specific improvements, as well as necessary modifications to the existing sprayfield. Offsite improvements outside the limits of ERS1 have not been considered in this proposal. The design will be in accordance with the City's Standards, FDEP requirements, and normal engineering practice. Plan sheets will be completed showing the site layout including tank center and underground piping with required fittings and restraints. HMM will use available pressure and flow data provided by the City and Fabre Engineering to design the system. HMM shall provide electrical and SCADA control designs for the tank including required FAA beacon on top of the tank. Control features as discussed with the City will also be incorporated. HMM's basic services do include structural engineering for the elevated water storage tank foundations, based on recommendations and data provided by City's Geotechnical Engineer. The tank design will be a multileg-style, expected to have either five or six column supports.

Task 4: Bidding/Engineering Services During Construction

HMM will provide bidding services and Engineering Services During Construction (ESDC). HMM understands that only electronic documents will be issued to contractors for bidding purposes. Engineering services during construction shall include submittal reviews, attending monthly construction progress meetings, processing of monthly contractor payment requests, two (2) monthly site visits and project closeout. HMM's ESDC fee is based on construction duration of eight (8) months.

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Task 5: Permitting

HMM will prepare permit packages and provide response, if needed, to each agency's comments. Santa Rosa County Conditional Use and Commercial Development permits and FAA Obstruction Evaluation will be required. At this time, proposed construction in wetland areas is not anticipated and therefore not included in this proposal.

Deliverables

HMM anticipates providing the following quantities of submittal documents:

| | |
|---|---|
| Design Analyses | 2 sets |
| Drawings | 2 sets |
| Specifications | 2 sets |
| Response to Comments | 2 sets |
| Final Documents (PDF) scanned to a single CD Including: | |
| Design Analyses | |
| Drawings | |
| Specifications | |

An allowance of $2,500.00 for reproduction of deliverables and job related expenses, including travel to the job site, has been included in our fee proposal and will be invoiced at actual job expense costs and also admin labor costs required for printing/reproduction.

Fee

HMM proposes to complete the above services for the following lump sum fees in accordance with our standard contract agreement (attached). Should an item not be required, that item and fee can be omitted.

| | |
|---|---|
| Task 1: Data Collection/Hydraulic Modeling/Preliminary Layout | $11,060.00 |
| Task 2: Topographic, Boundary and Utility Locate Survey | $9,020.00 |
| Task 3: Design/Construction Plans | $36,980.00 |
| Task 4: Bidding/Engineering Services During Construction | $18,060.00 |
| Task 5: Permitting | $9,170.00 |
| Task 6: Reimbursable Expense Allowance | $ 2,500 |

HMM can complete the above scope of services for a lump sum fee of $86,790.00 (including the reimbursable allowance). In addition, there will be permit fees to be paid directly by the City to the permitting authorities. We have requested proposals from Larry M. Jacobs and Associates to

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provide the City geotechnical engineering services. This proposal has been forwarded directly to the City for execution. Hatch Mott MacDonald looks forward to working with the City of Gulf Breeze. Should you have any questions, please call Bob Cannon at (850) 380-9147.

Very truly yours,
Hatch Mott MacDonald

Robert E. Cannon, P.E.
Project Engineer

David D. Skipper, P.E.
Vice-President

Proposal Acceptance & Authorization by:

City of Gulf Breeze

Date

339698 - City of Gulf Breeze Elevated Reclaimed Water Tank

Task List Estimate

| Billing Data | Fee Estimate | Total MH | Principal Engineer | Sr. Proj. Eng. | Proj. Manager | Proj. Engineer | Eng. I/II | CAD III | Sr. Surveyor | Surveyor II | 2-Person Survey | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | $ 210 | $ 155 | $ 135 | $ 110 | $ 75 | $ 80 | $ 115 | $ 70 | $ 130 | |
| **Task 1: Data Collection/Hydraulic Modeling/Preliminary Layout** | **$ 11,060.00** | **95** | **5** | **14** | **8** | **44** | **0** | **24** | **0** | **0** | **0** | |
| Site Visit to coordinate layout. | $ 530.00 | 4 | | 2 | | 2 | | | | | | |
| Hydraulic Model Update | $ 6,120.00 | 54 | 2 | 8 | 4 | 24 | | 16 | | | | |
| Hydraulic Analysis | $ 3,350.00 | 28 | 2 | 2 | 4 | 16 | | 4 | | | | |
| Preliminary Layout | $ 1,060.00 | 9 | 1 | 2 | | 2 | | 4 | | | | |
| **Task 2: Topographic. Boundary and Utility Locate Survey** | **$ 9,020.00** | **84** | **0** | **0** | **0** | **4** | **0** | **4** | **12** | **24** | **40** | |
| Survey Site | $ 9,020.00 | 84 | | | | 4 | | 4 | 12 | 24 | 40 | |
| **Task 3: Design/Construction Plans/Construction Admin** | **$ 36,980.00** | **384** | **6** | **24** | **32** | **78** | **84** | **160** | **0** | **0** | **0** | |
| Civil Plans | $ 11,060.00 | 110 | 2 | 8 | 8 | 32 | | 60 | | | | |
| Structural Foundation Design/Tank Design Criteria | $ 2,710.00 | 24 | 2 | 2 | 8 | | 12 | | | | | |
| Structural Plans and Details | $ 13,020.00 | 142 | 2 | | 16 | 24 | 40 | 60 | | | | |
| Electrical Plans and Details | $ 8,600.00 | 96 | | 8 | | 16 | 32 | 40 | | | | |
| Design Meetings/Plan Review | $ 1,590.00 | 12 | | 6 | | 6 | | | | | | |
| **Task 4: Bidding/Engineering Services During Construction** | **$ 18,060.00** | **159** | **5** | **14** | **28** | **72** | **12** | **28** | **0** | **0** | **0** | |
| Bidding Services | $ 3,660.00 | 35 | 1 | 2 | 4 | 12 | | 16 | | | | |
| Engineering Services During Construction | $ 14,400.00 | 124 | 4 | 12 | 24 | 60 | 12 | 12 | | | | |
| **Task 5: Permitting** | **$ 9,170.00** | **93** | **3** | **10** | **0** | **22** | **20** | **32** | **2** | **4** | **0** | |
| FAA Obstruction Evaluation | $ 1,040.00 | 9 | 1 | 2 | | 2 | 4 | | | | | |
| Commercial Development Permit | $ 3,350.00 | 37 | 1 | 2 | | 4 | 8 | 16 | 2 | 4 | | |
| Conditional Use Permit | $ 4,780.00 | 47 | 1 | 6 | | 16 | 8 | 16 | | | | |
| **Task 6: Expense Allowance** | **$ 2,500.00** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | |
| Expense Allowance | $ 2,500.00 | | | | | | | | | | | |
| **Subtotal Base Tasks** | **$ 86,790.00** | **815** | **19** | **62** | **68** | **220** | **116** | **248** | **14** | **28** | **40** | |
| **Total Project Fee** | **$ 86,790.00** | | | | | | | | | | | |

# AGREEMENT TO FURNISH PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between the CITY OF GULF BREEZE, FLORIDA, a municipal corporation, (hereinafter "City") and the firm of HATCH MOTT MACDONALD FLORIDA LLC, a Florida professional engineering and surveying corporation, (hereinafter "Engineers"). The parties hereto agree as follows:

## SECTION 1. SCOPE OF SERVICES

City hereby retains and engages Engineers (i) to provide engineering and surveying services related to the construction of a reclaimed water storage tank, as more particularly described in that certain Request for Qualifications issued by the City dated May 5, 2014.

## SECTION 2. COMPENSATION

As consideration for providing services requested and authorized, the City shall pay Engineers based on one of the methods described below:

(a) Standard Hourly Billing Rate plus Direct Expenses – For those professional services rendered by Engineers to the City on an hourly rate basis, the City agrees to compensate Engineers at the appropriate standard hourly billing rate as set forth in Hourly Billing Rates - 2015 (Exhibit A). The City will reimburse Engineers for all reasonable out-of-pocket costs and expenses for copying, postage, travel, lodging, reprographics, transportation, telephone, and courier services actually incurred by Engineers in connection with the professional services rendered to the City pursuant to this Agreement. Reimbursement for travel

expenses shall be governed by the provisions of Section 112.061, Florida Statutes. The City will reimburse Engineers for subcontractors and subconsultants based on actual cost for work incurred by Engineers and provided pursuant to this Agreement.

*(b)* Lump Sum Compensation plus Direct Expenses – Professional services with a defined scope of work may be authorized by the City in writing, which authorization may provide for a specified lump sum fee utilizing the current Rural Development Fee Curve (Exhibit B). The fee shall be paid as provided in the written authorization. Engineers shall be reimbursed for direct expenses as described in Section 2(a), above. Lump sum fees and an estimate of direct expenses must be approved in writing prior to commencement of work. Any changes in the scope of services or additional services that may be required must be first authorized in writing and, if necessary, such authorizations shall modify the fees and expenses to be paid by the City to Engineers. Notwithstanding any provision herein to the contrary, the amounts to be paid to Engineers for any Lump Sum work must be agreed upon in writing before (i) Engineers commence to provide any services to or for the benefit of City, and (ii) City shall become obligated to pay Engineers for any services rendered in connection therewith.

## SECTION 3. PAYMENT FOR SERVICES

*(a)* For professional services rendered pursuant to Section 2(a), above, it is agreed that Engineers will submit to the City on a monthly basis, statements specifying the professional services rendered to the City. Each statement shall specify the particular subject matter or project to which it pertains and shall itemize by date, amount of time (increments of time to be kept in intervals of not greater than 0.10 of an hour), description of services, and name

or job title of person performing each service, all efforts and services rendered by Engineers on behalf of the City.

*(b)* For professional services rendered pursuant to Section 2(b), above, it is agreed that Engineers will submit monthly invoices for partial payment requests based on percentage of completion. Engineers will periodically (no less frequently than once every three (3) months) submit a progress report specifying the status and completion percentage of each task. All reimbursable out-of-pocket costs incurred by Engineers on behalf of the City shall be itemized on each billing statement by providing the name of the vendor, date the reimbursable expense was incurred, and a general description or categorization of the expense. The City shall pay all statements within thirty (30) days after receipt.

## SECTION 4. AUTHORIZATION TO PERFORM PROFESSIONAL SERVICES

Engineers shall not provide any professional services to or for the benefit of the City without first receiving express written authorization from the City Manager, or designee. Engineers shall provide professional services only to the extent expressly authorized in writing by the City. The City shall not be obligated to pay Engineers for professional services that were not expressly authorized in writing by the City Manager, or designee. The foregoing notwithstanding, in the event circumstances exist that require immediate attention or action by Engineers, verbal authorization by the City Manager, or designee, will be sufficient basis for Engineers to provide professional services to the City and the City shall be obligated to pay for all professional services so authorized; provided, however, in order for such verbal authorization to be effective it must be confirmed by express written authorization of the City Manager, or designee, to be supplied within seven (7) days from the verbal authorization.

**SECTION 5. INSURANCE**

Engineers shall secure and maintain throughout the duration of this Agreement insurance of such-type and in such amounts as may be necessary to protect the interest of the City against hazards; risks and loss as hereinafter specified. The underwriter of such insurance shall be licensed to do business in the State of Florida. The certificate shall contain a provision that not less than thirty (30) days written notice will be given to the City before any policy or coverage is materially changed or canceled. Without limiting the foregoing requirements, the insurance coverage shall include a minimum of:

(a) Comprehensive General Liability Insurance (including broad form contractual coverage) and Automotive Liability Insurance, both with minimum coverage of Two Million Dollars ($2,000,000.00) combined single limit per occurrence, protecting against claims for bodily injury (including death) and property damage which may arise from or in connection with performance by Engineers of the services rendered pursuant to this Agreement or from or out of negligent acts or omissions of Engineers, its officers, directors, agents, employees and representatives.

(b) Workmen's Compensation Insurance as required by applicable law.

(c) Professional Liability Insurance coverage in an amount not less than Two Million dollars ($2,000,000.00) and subcontractors shall provide limits commensurate with the responsibility of their work.

Engineers shall submit for approval by the City all of the above required insurance to the City within thirty (30) days from the date hereof. Engineers shall furnish evidence of all required insurance in the form of Certificates of Insurance which shall clearly

outline all hazards covered. If requested by the City, Engineers will furnish copies of the insurance contract or policy to support the Certificates of Insurance. In the event that any of the foregoing insurance coverages shall lapse, the City hereby expressly reserves the right to renew the said insurance coverage at Engineers' expense.

**SECTION 6. INDEMNIFICATION**

Engineers shall indemnify the City for, hold the City harmless from, and defend the City against any and all claims, damages, losses and expenses, including attorney's fees, and any claim that may arise from or on account of bodily injury, sickness, disease or death, or the injury to or destruction of property, including loss of use resulting therefrom, caused in whole or in part by or arising in any manner from the acts or omissions on the part of Engineers, its contractors, subcontractors, officers, agents, employees, representatives, or anyone directly or indirectly retained by Engineers or for whose acts Engineers may be liable or responsible. The only exception to the foregoing provisions for indemnification, holding harmless and defense of the City shall be claims based upon active negligence of the City and, in such event, only to the extent of such active negligence. The foregoing provisions for indemnification, holding harmless and defense of the City shall be applicable to all other claims, damages, losses and expenses, including those based upon passive negligence of the City in failing to properly monitor, supervise, direct, etc. the actions of Engineers. Engineers' indemnification obligations set forth in this subsections shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance or by any bond. Engineers agrees to pay for and provide a legal defense for the City its elected or appointed officials,

employees, agents and representatives, which will be done only if and when requested by the City in writing.

## SECTION 7. TERMINATION

Notwithstanding any other term or provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party for any reason whatsoever upon thirty (30) days written notice. In the event this Agreement is terminated by the City, Engineers shall be paid for any work satisfactorily performed pursuant hereto, but the City shall not be obligated to pay Engineers for any services not then performed nor shall the City be obligated to reimburse Engineers for any cost not then incurred.

Upon termination of this Agreement, Engineers shall promptly discontinue all services affected (unless the notice of termination directs otherwise). Once the City has paid Engineers for all services performed and costs incurred pursuant hereto, Engineers shall deliver to the City all copies of data, drawings, specifications, reports, estimates, summaries, and such other information and materials (hereinafter collectively "Work Product") as may have been accumulated by Engineers in performing this Agreement whether completed or in progress.

## SECTION 8. INDEPENDENT CONTRACTOR STATUS

The parties to this Agreement intend that the relationship created hereby is that of client/independent contractor. Neither Engineers nor any of its agents, employees or servants shall be or shall be deemed an employee, agent, officer, servant or representative of City. The manner and means of Engineers performing the professional services to be provided pursuant hereto are under the sole control and direction of Engineers. None of the benefits provided by

City to its employees, agents, or officers are available from City to Engineers' employees, agents, servants, contractors, or representatives. Engineers will be solely and entirely responsible for its acts and for the acts of its employees, agents, servants, contractors and subcontractors in regards to providing professional services pursuant to this Agreement. It is agreed that neither Engineers, nor any of its employees, agents, officers, servants, representatives, contractors and subcontractors are an agent, employee or officer of the City for purposes of Section 768.28, Florida Statues, and any amendments thereof.

**SECTION 9. MISCELLANEOUS**

(a) Ownership of Work Product. The City shall be deemed the owner of all Work Product accumulated or generated in connection with projects for which the City has paid Engineers for all services rendered and costs incurred pursuant hereto. However, such documents are not intended or represented to be suitable for re-use by City or others on extensions of the project or on any other project. Any reuse without written verification or adaption by Engineers for the specific purpose intended will be at City's sole risk and without liability or real exposure to Engineers and consultants and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineers to further compensation at rates to be agreed upon by City and Engineers. Engineers shall retain all Work Product for a period of at least three (3) years. Prior to destroying or discarding any Work Product, Engineers shall provide the City with reasonable notice and opportunity to take possession of the Work Product that would otherwise be destroyed or discarded.

(b) Assignment. This Agreement may not be assigned by either party without the express written consent of the other party.

(c) Amendments/Modifications. This A~~a~~greement may not be amended or modified in any respect unless such amendment or modification is expressly agreed to in writing by and between the parties hereto. Such agreements shall ~~will~~ be documented with a Task Order (Exhibit C) or other written instruments approved by the parties.

(d) Binding Effect. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective representatives, successors and assigns.

(e) Controlling Law And Venue. This Agreement is to be governed by the laws of the State of Florida and the Gulf Breeze Code of Ordinances. Further, any dispute arising out of or concerning the Agreement or any action performed thereunder, shall be adjudicated solely in the state courts in Santa Rosa County, Florida and the parties waive any defenses of personal and/or subject matter jurisdiction to the aforesaid venues.

(f) Opinions of Cost, Financial Considerations, and Schedules. Any opinions of costs, financial analysis, economic feasibility projections, or estimated completion schedules provided for herein are to be prepared on the basis of Engineers experience and judgement in applying presently known data.

It is recognized that Engineers has no control over the cost of labor and materials; unknown or latent condition of existing equipment or structures; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that Engineers has no control over other economic and operational factors, which may materially affect the ultimate cost or schedule. Therefore, Engineer does not warrant that proposals, bids or actual construction costs, financial analyses, economic feasibility projections, or schedules will

not vary from Engineers' opinions, projections, or estimates; provided, however, that in any event Engineers' opinions, projections, or estimates shall be rendered in accordance with that level of knowledge, skill, and ability ordinarily possessed and exercised by members of the engineering profession in the State of Florida.

(g) City Provided Services and Information. The City shall provide to Engineers all technical data in the City's possession or control, including reports, maps, legal descriptions, surveys, borings, foundations, analysis and groundwater movement analysis, and all other information reasonably required by Engineers and/or relating to Engineers work on the project. Such information shall include the City's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which City requires to be included.

With respect to the technical accuracy and content of any documents furnished by the City to Engineers for use by Engineers in connection with any work to be performed by Engineers pursuant to the Agreement, in the event Engineers should reasonably determine the need to verify the accuracy of information contained in such documents Engineers shall promptly notify the appropriate representative of the City of such need and the City in a timely manner shall instruct Engineers either (i) to assume that such information is accurate in which event the City shall bear full responsibility for the technical information for which Engineers sought verification, or (ii) to verify such information through the use of reasonable professional practices in which event the City shall appropriately compensate Engineers for its verification efforts. Engineers' notification to City of the need to verify technical information as contemplated in the preceding sentence shall include an estimate of charges to the City in the event the City shall instruct Engineers to verify the information.

The City may furnish the services of soils/geotechnical engineers or other consultants when such services are deemed necessary by Engineers and will include reports and professional recommendations.

(h) Construction Means and Methods. As a general matter, Engineers shall not be required to specify construction or service-related procedures; provided, however, in circumstances when the standard of care used by professionals similar to Engineers would include specification of construction or service-related procedures then Engineers shall be required to specify such procedures and the City shall have the right to assume and expect such specification of procedures to be included when appropriate.

Engineers monitoring or review of portions of the Work performed under construction contracts shall not relieve the Contractor from his responsibility for performing the Work in accordance with applicable contract documents.

(i) Effective Date. The Effective Date of this Agreement will be the date when the last of the parties hereto have signed this Agreement.

(j) Term. The term of this contract will be valid for a minimum of three (3) years from the Effective Date, with an addition of three years possible by mutual agreement, for a maximum term of six (6) years.

(k) The invalidity of any provision of the Agreement shall not be deemed to impair or affect in any manner the validity and enforceability of the remainder of the Agreement, and in such event, all the other provisions of the Agreement shall continue in full force and effect as if such invalid provision had never been included therein. City and Engineers agree that, in such event, the Agreement shall be reformed to replace the stricken provision or

part thereof with a valid and enforceable provision that achieves, to the maximum extent possible, the intention of the stricken provision.

(l) Entire Agreement. The Agreement constitutes and contains the entire agreement and understanding of the parties and the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all prior agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof.

(m) Legal Counsel and Mutual Drafting. Each party recognizes that the Agreement is a binding agreement and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. Each party has cooperated in the drafting, negotiation and preparation of this Agreement. Hence, in any construction to be made of the Contract Documents, the same shall not be construed against either party on the basis of that party being the drafter of such language.

(n) Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its/his right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise and the events and circumstances relating to the subject matter of this Agreement.

(o) Non-Waiver. No provision in this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

(p) Litigation Expenses. If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party

or parties ("Prevailing Party") is entitled, the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all:

1) reasonable attorneys' fees of the Prevailing Party,

2) court costs, and

3) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to the action as well as appellate, bankruptcy and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this sub-section, the term "attorneys' fees" shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs, disbursements, and all other charges billed by the attorney to the Prevailing Party.

(q) Public Records. In accordance with Section119.0701, Florida Statutes, the Engineers shall comply with the public records law as follows:

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

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

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

4) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Engineers upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

5) If the Engineers do not comply with a public records request, the City shall enforce this subsection 9.(q) in accordance with this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____day of _____, 2015 as to City and on the _____ day of _____, 2015, as to Hatch Mott MacDonald Florida, LLC, a Florida professional engineering, architectural and surveying corporation.

CITY OF GULF BREEZE, FLORIDA

By:_____

Matt E. Dannheisser, Mayor

ATTEST:

_____

Stephanie Lucas, City Clerk

HATCH MOTT MACDONALD FLORIDA, LLC

By:_____

David D. Skipper, P.E.

Vice President

ATTEST:

_____

# EXHIBIT A

HATCH MOTT MACDONALD
2015 Hourly Rate Schedule

| | Per Hour* |
|---|---|
| Principal | $250.00 |
| Principal Project Manager / Principal Architect / Principal Engineer / Principal Landscape Architect | $210.00 |
| Sr. Project Engineer / Sr. Project Architect / Sr. Project Manager / Sr. Landscape Architect | $155.00 |
| Project Manager | $135.00 |
| Project Engineer | $110.00 |
| Project Architect | $110.00 |
| Engineer III/IV / Architect III/IV | $95.00 |
| Engineer I/II / Architect I/II | $75.00 |
| Sr. Specialist | $150.00 |
| Specialist V/ Designer V | $110.00 |
| Specialist IV/Designer IV | $90.00 |
| Specialist III /Designer III. | $80.00 |
| Technician II | $60.00 |
| Technician I | $50.00 |
| Inspector V | $90.00 |
| Inspector IV | $85.00 |
| Inspector III | $67.00 |
| Inspector II/Specialist II | $60.00 |
| Inspector I/Specialist I | $45.00 |
| Senior Surveyor | $115.00 |
| Surveyor V. | $108.00 |
| Surveyor IV. | $95.00 |
| Surveyor III | $70.00 |
| Surveyor II | $50.00 |
| Surveyor I | $45.00 |
| Administrative Assistant III & IV | $65.00 |
| Administrative Assistant I & II | $45.00 |
| 1 – Person with robotic equipment | $95.00 |
| 2 – Person Survey Crew | $130.00 |
| 3 – Person Survey Crew | $170.00 |
| 4 – Person Survey Crew | $215.00 |

**Notes**

* **Hourly rates for special consultations and services in conjunction with litigation are available on request.**
* **Rates are for straight time hours. Rates multiplied by 1.5 for overtime hours for applicable personnel.**
* **Rates for additional personnel can be provided upon request.**

# EXHIBIT A

## EXPENSES

Mileage @ IRS Rate

All Other Direct Cost ..... Direct + 10%

Invoices are payable within 30 days of invoice date.

Delinquent bills are subject to finance charges per our contract.

The client shall pay attorney fees, court costs, and related expenses incurred in the collection of delinquent accounts.

Effective February 2, 2015

Mileage @ IRS Rate.....$0.55 / mile

All Other Direct Cost ..... Direct + 10%

# EXHIBIT B



## MEDIAN FEES FOR PROFESSIONAL SERVICES

A. Compensation shall be by: Lump sum plus Direct Expenses; unless Lump sum shall be otherwise agreed by the parties, based on percentage of net construction costs as shown below:

| Net Construction Cost | Basic Fee Table I (%) | Res.Insp.Fee Table I-A (%) | Basic Fee Table II (%) | Res.Insp.Fee Table II-A (%) |
|---|---|---|---|---|
| 50,000 | 12.7 | 6.8 | 10.2 | 6.37 |
| 100,000 | 11.9 | 6.0 | 9.6 | 5.60 |
| 200,000 | 10.6 | 6.3 | 8.7 | 5.90 |
| 300,000 | 9.8 | 5.8 | 8.3 | 5.30 |
| 400,000 | 9.3 | 5.5 | 7.8 | 4.90 |
| 500,000 | 9.0 | 5.3 | 7.7 | 4.70 |
| 600,000 | 8.7 | 5.1 | 7.4 | 4.60 |
| 700,000 | 8.5 | 4.9 | 7.3 | 4.35 |
| 800,000 | 8.2 | 4.6 | 7.1 | 4.10 |
| 900,000 | 8.1 | 4.4 | 7.0 | 3.95 |
| 1,000,000 | 7.9 | 4.1 | 6.9 | 3.80 |
| 2,000,000 | 7.4 | 3.5 | 6.5 | 2.90 |
| 3,000,000 | 7.1 | 3.1 | 6.2 | 2.40 |
| 4,000,000 | 6.8 | 3.0 | 5.6 | 2.20 |
| 5,000,000 | 6.4 | 2.8 | 5.4 | 2.00 |
| 7,500,000 | 6.2 | 2.7 | 5.3 | 1.95 |
| 10,000,000 | 6.1 | 2.5 | 5.2 | 1.80 |
| 15,000,000 | 5.5 | 2.3 | 4.8 | 1.60 |
| 20,000,000 | 5.3 | 2.2 | 4.7 | 1.45 |

For construction projects that are less than $50,000 in size, the median compensation may be increased over that shown in the above tables. The engineer will be compensated for basic engineering services based on a percentage of the total actual construction cost of projects of unusually complex items such as water treatment plants, sewers, and sewage treatment plants, rehabilitation of existing treatment facilities as shown in Table I, and for all other projects as shown in Table II. The fee for project costs falling between the figures shown in above tables shall be interpolated to nearest one-tenth percent. The owner will be in full agreement with the engineering compensation and will understand the reasons why such compensation is justified.

Note: Fees may be adjusted for those services as provided under Additional Engineering Services described on attached schedule.

B. Compensation for Resident Inspection - Funds can be authorized to compensate an engineer for providing a full-time resident inspector: (1) As a percentage of net construction cost in accordance with this contract as shown in Table I-A For wastewater system, and Table II-A for water systems; (2) By lump sum,; or (3) By fixed fee (hourly rates) with a not-to-exceed amount.

OWNER'S INITIALS _____

ENGINEER'S INITIALS _____

# EXHIBIT B



## ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR WRITTEN AUTHORIZATION OF THE OWNER.

1. Site surveys for water treatment plants, sewage treatment works, sewer collection systems, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Hydrogeological tests.
4. Sewer system evaluations for inflow/infiltration elimination.
5. Appraisals for eligible land.
6. Preparation of required Federal, State, County and Municipal permits, including work associated with Development Orders. All permit fees to be paid by Owner.
7. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
8. Necessary data and filing maps for water rights, water adjudication, and litigation.
9. Redesigns ordered by the OWNER after final plans have been accepted by the Owner.
10. Appearances before courts or boards on matters of litigation or hearings related to the project.
11. Preparation of environment impact assessments or environmental impact statements.
12. Performance of detailed staking necessary for construction of the project in excess of the basic control staking.
13. Operation and maintenance manual for facilities.
14. Start-up Services.

Payment for the services specified above shall be as agreed in writing by the OWNER prior to commencement of the work. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

EXHIBIT C

# Hatch Mott MacDonald Florida, LLC
## T&M Task Order Form

| | | | |
|---|---|---|---|
| Task Name | | Task No. | |
| Client | | Date | |
| Project Number | | Start Date | |
| Client's Agent | | Finish Date | |
| Project Manager | | | |

*Note: All time sheet charges shall be commented with Task Name or Task Number*

**Task Description**

**T&M Estimated Hours - Not to Exceed Hours without Approval**

| Personnel Type/Name | | Hours | Rate | Dollars | Notes |
|---|---|---|---|---|---|
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | | | | $0.00 | |
| | Total | 0 | | $0.00 | |

**Approvals**

Project Manager Date

Client Date

# City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: 2015 Florida College System Activities Association (FCSAA) State Volleyball Championships.

DATE: June 5, 2015

The Pensacola Sports Association (PSA) has invited us to join with them in the submission of a bid to host the 2015 Florida College System Activities Association (FCSAA) State Volleyball Championships.

This event will be held Thursday through Sunday, November 5 – 8, 2015. There will be eight teams competing, using our two gymnasiums, concessions and portions of our Community Center. The event begins with a banquet Thursday night, followed by competition on Friday, Saturday and Sunday.

GBSA has endorsed this opportunity and their volleyball league players will be encouraged to participate as team "hosts". GBSA will also be invited to provide concessions during the tournament. Our Mayor and Council members will be invited to participate in the ceremonies and events surrounding the tournament.

If we accept this invitation to submit a bid, our commitment will include...

~ Use of the Community Center's two gymnasiums throughout the tournament
~ Use of the Community Center to provide Umpire, VIP, Hospitality and Training rooms
~ Use of the Community Center for a banquet serving 450. Catering for this banquet will be paid for by the tournament committee and will be bid by Tiger Point Food and Beverage
~ One Department representative to serve on the event organizing committee.

We have the opportunity to include a facility use fee in our bid proposal and we are recommending that fee to be $1,000.00.

**Recommendation**

**That Council accept the Pensacola Sports Association's invitation to join in the bid for the 2015 Florida College System Activities Association (FCSAA) State Volleyball Championships.**

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# City of Gulf Breeze

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 6/4/2015

**Subject:** Workers' Compensation Legal Defense

---

As you will recall, on May 18th the City Council retained the law firm of Colleen Cleary Ortiz, P.A. to perform workers' compensation defense work for the City. At that time, an hourly rate was approved but no maximum authorization was articulated. There are currently two cases that required Ms. Ortiz to file an appearance on behalf of the City. One case has involved considerable work to subpoena and review medical records and other records, depose the claimant and calculate certain benefit amounts under the Act. We have received the first invoice for this work and it totals $2440.50.

Due to the sensitive nature of this work, I would suggest that the City Council authorize a total expense of up to $10,000 for these services. Should we reach this amount, we would seek additional authorization from the City Council at such time. If an individual City Council member wants to examine the detailed bills associated with this work, staff can very easily review invoices with them on an individual basis.

Should you have any questions regarding this matter, please do not hesitate to contact me.

**Recommendation: That the City Council authorize an expenditure of up to $10,000 to pay for the on-going services of Colleen Cleary Ortiz, P.A. for legal work related to workers' compensation defense.**

# City of Gulf Breeze

Office of City Manager

## Memorandum

**To:** Mayor and City Council

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

**Date:** June 4, 2015

**Subject:** **Designation of Voting Delegate, Florida League of Cities Conference**

---

Attached is a letter from the Florida League of Cities which announces their annual conference to be held in Orlando on August 13 – 15. The Mayor and various Councilmembers have attended this conference in past years as schedules allow. Councilmember Clay Ford held the position of President of the Florida League of Cities during his tenure.

If any member of the Council is going to attend, that individual should be officially authorized as the City's Voting Delegate.

**RECOMMENDATION:**

**THAT THE MAYOR AND CITY COUNCIL DETERMINE IF ANY COUNCILMEMBER CAN ATTEND THE FLORIDA LEAGUE OF CITIES ANNUAL CONFERENCE. IF AN INDIVIDUAL CAN ATTEND, THAT PERSON SHOULD BE DESIGNATED AS THE CITY'S VOTING DELEGATE.**

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RECEIVED
MAY 26 2015

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director

DATE: May 20, 2015

SUBJECT: 89th Annual FLC Conference – *Florida Cities: A Public Conversation*
VOTING DELEGATE INFORMATION
August 13-15, 2015 – World Center Marriott, Orlando

As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 13-15. This year the theme for this year's conference is *Florida Cities: A Public Conversation*, which will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. Voting delegates will also adopt the FLC 2016 Legislative Action Agenda because the 2016 Legislative Session will begin early next year. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2014.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 7, 2015.**

Attachments: Form Designating Voting Delegate

President **Matthew D. Surrency,** Mayor, Hawthorne
First Vice President **Susan Haynie,** Mayor, Boca Raton • Second Vice President **Vacancy**
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**89th Annual Conference**
**Florida League of Cities, Inc.**
**August 13-15, 2015**
**Orlando, Florida**

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

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

**Designation of Voting Delegate**

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

**AUTHORIZED BY:**

_____
Name

_____
Title

Return this form to:

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

MEMORANDUM

## Important Information

### Submitting Resolutions for consideration by the FLC Resolutions Committee

The League's Resolutions Committee will be meeting in conjunction with the FLC Annual Conference, August 13-15, 2015. Any municipality interested in submitting resolutions for consideration must submit them to the League no later than **Wednesday, July 8, 2015**, to guarantee that they will be included in the packet of proposed resolutions to the Resolutions Committee. Resolutions are limited to federal, constitutional or commemorative issues that are of statewide concern. Attached are the procedures your municipality should follow for proposing resolutions to the League membership.

If you have questions regarding resolutions, please contact Allison Payne at apayne@flcities.com or 850-701-3602 at the League office.

### FLC Legislative Policy Committee Process

With the Florida Legislature convening the 2016 Legislative Session in January instead of March 2016, the policy committee meetings will commence this June instead of September. This accelerated timeline means the proposed priorities adopted by each policy committee will then be submitted to the Legislative Committee and then ultimately the FLC membership for consideration and adoption at the FLC Annual Conference in August instead of the FLC Legislative Conference in November. These priorities then become the League's Legislative Action Agenda.

If you have questions regarding the legislative policy process, please contact Holly McPhail at hmcphail@flcities.com or 850-701-3604 at the League office.

# Procedures for Submitting Resolutions
# Florida League of Cities' 89th Annual Conference
# World Center Marriott, Orlando, Florida
# August 13 – 15, 2015

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

(1) Proposed resolutions must be submitted in writing, to be received in the League office by July 8, 2015, to guarantee that they will be included in the packet of proposed resolutions that will be submitted to the Resolutions Committee.

(2) Proposed resolutions will be rewritten for proper form, duplicated by the League office and distributed to members of the Resolutions Committee. (Whenever possible, multiple resolutions on a similar issue will be rewritten to encompass the essential subject matter in a single resolution with a listing of original proposers.)

(3) Proposed resolutions may be submitted directly to the Resolutions Committee at the conference; however, a favorable two-thirds vote of the committee will be necessary to consider such resolutions.

(4) Proposed resolutions may be submitted directly to the business session of the conference without prior committee approval by a vote of two-thirds of the members present. In addition, a favorable weighted vote of a majority of members present will be required for adoption.

(5) Proposed resolutions relating to <u>state legislation</u> will be referred to the appropriate standing policy committee. Such proposals will not be considered by the Resolutions Committee at the conference; however, all state legislative issues will be considered by the standing policy committees and the Legislative Committee, prior to the membership. At that time, a state Legislative Action Agenda will be adopted.

(6) Proposed resolutions must address either federal issues, state constitutional issues, matters directly relating to the conference, matters recognizing statewide or national events or service by League officers. All other proposed resolutions will be referred for adoption to either the Florida League of Cities Board of Directors or FLC President.

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

# Important Dates

**May 2015**

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

**June 2015**

Appointment of Resolutions Committee Members
June 25 – Legislative Post-Session Review (2015 Session)
June 26 – Policy Committee Meetings (2016 Session)

**July 2015**

July 8 – Deadline for Submitting Resolutions to the League office
July 17 – Policy Committee Meetings (2016 Session)

**August 2015**

August 13 – Policy Committee Meetings including the finalization of proposed committee statements (FLC Annual Conference)
August 14 – Resolutions Committee Meeting
August 14 – Legislative Committee Meeting (2016 Session)
August 15 – Pick Up Voting Delegate Credentials Followed by Annual Business Session

# City of Gulf Breeze

OFFICE OF THE MAYOR

**To:** Edwin A. Eddy, City Manager
Curt Carver, Deputy City Manager

**From:** Matt Dannheisser, Mayor

**Subject:** Traffic Calming Task Force

**Date:** June 4, 2015

---

I would like to move forward with the City Council formally appointing the traffic calming task force and ask that you put the item on the agenda for the next set of Council meetings for discussion and action. I believe the focus of the task force should not be limited to a few specific areas of the City, rather they should evaluate and make recommendations regarding all areas of the City where there may be traffic problems.

The composition of the task force should be sufficiently diffuse such that all affected areas of the City are represented. At the same time, the size of the committee must be large enough to get a good cross-section of the community but not so large that it becomes cumbersome for the committee to effectively accomplish its tasks. I suggest that the size be in the range of 7 to 10 members.

I also suggest that the membership of the task force include a few residents who have some particular experience with traffic matters or traffic design (e.g., architects, traffic engineers, etc.). In this regard, long-time Gulf Breeze residents and architects, George Williams (Chairman of the City's Development Review Board) and David Alsop (Co-Chairman of the City's Architectural Review Board, as well as the person who first suggested possible use of round-abouts on Northcliff) have volunteered to serve. I recommend that they be appointed to the committee.

Please also recall that a few members of the community who have specific traffic planning expertise (e.g., Tommy Brown, who is a traffic engineer for Escambia County) volunteered to assist the committee. I believe that, in addition to assistance from City staff, it might also be helpful to seek the assistance of those with particular expertise – more or less as a technical

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resource for the Task Force. I also suggest that a representative of the City's Police Department attend all meetings and provide technical assistance.

While the entire community should be encouraged to participate in the process, I would like staff to specifically invite the "stakeholders" who have recently expressed to the Council concern about traffic issues in their neighborhoods. I want those residents to be encouraged to not only participate at the meetings of the Task Force, but also to make recommendations on how to improve circumstances that confront any areas of the City, but especially their particular neighborhoods.

**Recommendation:** The City Council appoint 7 to 10 residents to the Traffic Calming Task Force, with the composition to include at least one resident from areas of the City at which there may be particular traffic issues; and that George Williams and David Alsop be appointed as Co-Chairmen of the Task Force. The Task Force should be adequately staffed and be charged with evaluating all areas of the City where there are or may in the future be traffic problems and to make recommendations to the City Council about methods to address those problems.