

# GULF BREEZE CITY COUNCIL EXECUTIVE SESSION AGENDA

**JULY 15, 2015  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS**

## **ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Status Report on Investment Earnings – Gulf Breeze Financial Services (GBFS).
- B. Discussion and Action Regarding Development Review Board Recommendation:
  - 1. Randy & Kim Hepworth, 426 Surrey Drive  
Project Location: 131 Eufaula St.  
New single family residence within 50’ of the
  - 2. Rob Babcock, 10 Portofino Drive, Pensacola Beach,  
Project Location: 300 Pensacola Beach Rd.–SRYC  
New Topless Boat Lift
- C. Discussion and Action Regarding Resurfacing Bid – Plantation Hill and Beach Drive
- D. Discussion and Action Regarding Resurfacing Design – Driftwood/Navy Cove/Berry
- E. Discussion and Action Regarding REBUILD Northwest Florida Request
- F. Discussion and Action Regarding Stormwater Gravity Discharge Feasibility Study
- G. Discussion and Action Regarding Shoreline Park Stormwater Repair
- H. Discussion and Action Regarding Financial Reporting
- I. Discussion and Action Regarding Fraternal Order of Police (FOP) Labor Agreement
- J. Discussion and Action Regarding Invoice Payment to Galloway/Johnson/Tompkins/Burr and Smith (GJTBS).
- K. Discussion and Action Regarding the Council Holding a Private Attorney-Client Session Confined to Settlement Negotiations or Strategy Sessions Related to Litigation Expenditures in Connection with a Lawsuit Brought Against the City by Christopher Lanzetta.
- L. Discussion and Action Regarding Inducement Resolutions for Stormwater Loan and Tiger Point Loan.
- M. New Items
- N. Information Items
- O. Public Forum
- P. Adjournment

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

Office of City Manager

## MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: July 9, 2015

Subject: Status Report on Investment Earnings, Gulf Breeze Financial Services

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During one of the planning workshops held by the City Council, staff was directed to arrange a periodic update on the status of GBFS earnings. We have scheduled such a report to be made at the July 20<sup>th</sup> Regular Council meeting. We hope to have a report to send you in advance.

**MINUTES  
DEVELOPMENT REVIEW BOARD  
JULY 7, 2015  
TUESDAY.....6:30 P.M.  
CITY HALL OF GULF BREEZE**

PRESENT

Joe Henderson  
George Williams  
Laverne Baker  
Bill Clark

ABSENT

Ramsey Landry  
Laverne Baker  
Maggie Thorp

STAFF

Shane Carmichael  
Leslie Guyer

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

After Roll Call, a motion was made by Mr. Clark to approve the minutes as written. The motion was seconded by Mr. Henderson. The minutes from the meeting of June 2, 2015, were approved unanimously.

Mr. Williams asked if any members had any exparte communications regarding the pending case. There were none.

**PROJECT NO. JMLL2-15-003: RANDY AND KIM HEPWORTH, 426 SURREY DRIVE, GULF BREEZE, REQUEST TO BUILD A NEW SINGLE FAMILY RESIDENCE WITHIN 50' OF THE MHWL LOCATED AT 131 EUFAULA STREET, GULF BREEZE.**

Randy Hepworth presented the case to the Board and answered questions.

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

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

Mr. Carmichael stated that the project is classified as a Level III Development and the case would go before the City Council for final approval on July 20, 2015.

**PROJECT NO. JDPL3-15-0001: ROB BABCOCK, 10 PORTOFINO DR, PENSACOLA BEACH, FL, REQUEST TO ADD A TOPLESS BOAT LIFT AND PILINGS TO AN EXISTING WET SLIP (#5) AT SANTA ROSA YACHT CLUB LOCATED AT 300 PENSACOLA BEACH RD, PENSACOLA BEACH, FL.**

Jason Taylor with Wetland Sciences, Inc., 3308 Gulf Beach Hwy, Pensacola, FL, appeared before the Board on behalf of the applicant. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael appeared before the Board on behalf of the City. Mr. Carmichael presented the staff report to the Board and answered questions.

A motion was made by Mr. Henderson to approve the project as submitted. Mr. Clark seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated that the project is classified as a Level III Development and the case would go before the City Council for final approval on July 20, 2015.

**OPEN FORUM:** None

**ADJOURNMENT:** The meeting was adjourned at 6:40 p.m.

ATTESTED TO:

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



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** July 1, 2015  
**RE:** Resurfacing Bid – Plantation Hill and Beach Drive

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

The City advertised for and received bids on June 30<sup>th</sup> for the resurfacing and pavement maintenance of Beach Drive, Middle Plantation Lane and parts of Plantation Hill Road. Beach Drive was included on the original paving schedule, and the road ways in Plantation Hill were included due to damage from the flood of April 2014. The extent of the work is shown in the attached diagrams.

As the resurfacing and repairs in Plantation Hill were separated, we asked for an additive alternate to complete the resurfacing on Plantation Hill Road from James River Road to the subdivision entrance and the remainder of Middle Plantation Lane and Middle Plantation Circle. It is practical to keep areas of resurfacing together for cost effectiveness.

Roads, Inc. located in Pensacola was the apparent lower bidder with a \$126,042 base bid and \$47,849 for the additive alternate for a total of \$173,891. The original budget estimate for this work is \$212,000. Staff recommends completing both the base bid work and the additive alternate.

**RECOMMENDATION: The City Council approve the contract with Roads, Inc. for completion of the resurfacing of Plantation Hill Road, Middle Plantation Lane and Circle and Beach Drive for the amount of \$173,891.**



2.250 ST. ASPHALT, MILL.  
EXISTING ASPHALT 1.127. INSTALL  
INTERMEDIATE STYLE CURB & GAVE.  
WITH 1.27 DOT SP. 3

CONTRACTOR SHALL INSTALL  
THE MOPLASTIC STOP BAR AND  
DOUBBLE YELLOW LANE LENTS

PROJECT LEGIS

CONTRACTOR SHALL INSTALL  
BASE AND PAVING OUTSIDE OF  
EXISTING RADIUS TO ENSURE A 15'  
TURNING RADIUS TO PREVENT  
VEHICLES FROM RUNNING OFF  
EDGE OF ROAD.

CONTRACTOR SHALL INSTALL STOP  
SIGN AND THE BARE PLASTIC STOP BAR  
AND DOUBBLE YELLOW LANE LENTS

PROJECT LEGIS

GRAPHIC SCALE

( 25' PER 1 )  
1" = 100'





# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** July 1, 2015  
**RE:** Resurfacing Design – Driftwood/Navy Cove/Montrose/Berry

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

We have asked Kenneth Horne & Associates to provide a fee proposal for the resurfacing of Driftwood Lane, Navy Cove Boulevard, Montrose Boulevard and Berry Avenue. Navy Cove and Berry Avenue are high need paving areas. Navy Cove also has clearance and encroachment issues from vegetation and trees.

The consultant has estimated the extent of the work will be \$220,000 for construction and proposed the fee of \$28,708 for completion of the design work. The budget included \$160,000 for these projects, but there are drainage design and construction issues at the seawall on Montrose Boulevard and the intersection of Berry Avenue and Navy Cove Boulevard not originally included in the budget estimate. These drainage issues have caused deterioration of the existing pavement and improvements are required to protect the new asphalt. The savings in other paving projects will allow us to maintain the \$470,000 annual resurfacing budget.

**RECOMMENDATION: The City Council approve the fee proposal of \$28,708 for Kenneth Horne & Associates to complete the design plans and specifications for resurfacing of Driftwood Lane, Navy Cove Boulevard, Montrose Boulevard and Berry Avenue.**



Kenneth Horne & Associates, Inc.  
CIVIL ENGINEERS

June 17, 2015

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

Re: Berry St., Driftwood Ave., Montrose Blvd., and Navy Cove Overlay and Drainage Project

Dear Mr. Eddy:

Thank you for the opportunity to serve the City in provision of engineering services associated with the planned improvements to Berry St., Driftwood Ave., Montrose Blvd., and Navy Cove Blvd. Anticipated project limits are as communicated by Thomas Lambert and documented in the attached aerial sketch. The improvements include milling and resurfacing along all roadways listed and shown as well as drainage improvements on the east end of Montrose and at the southwest corner of Berry St. and Navy Cove Blvd. We are anticipating a drainage outfall thru the seawall at Montrose Boulevard and are including costs for an environmental consultant to secure required permits.

The anticipated scope of services includes development of an aerial photography based design drawing for the resurfacing, survey and design drawings for the drainage improvements and accompanying details and technical specifications. We anticipate preparation of full bid documents and assistance with the bid process.

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.

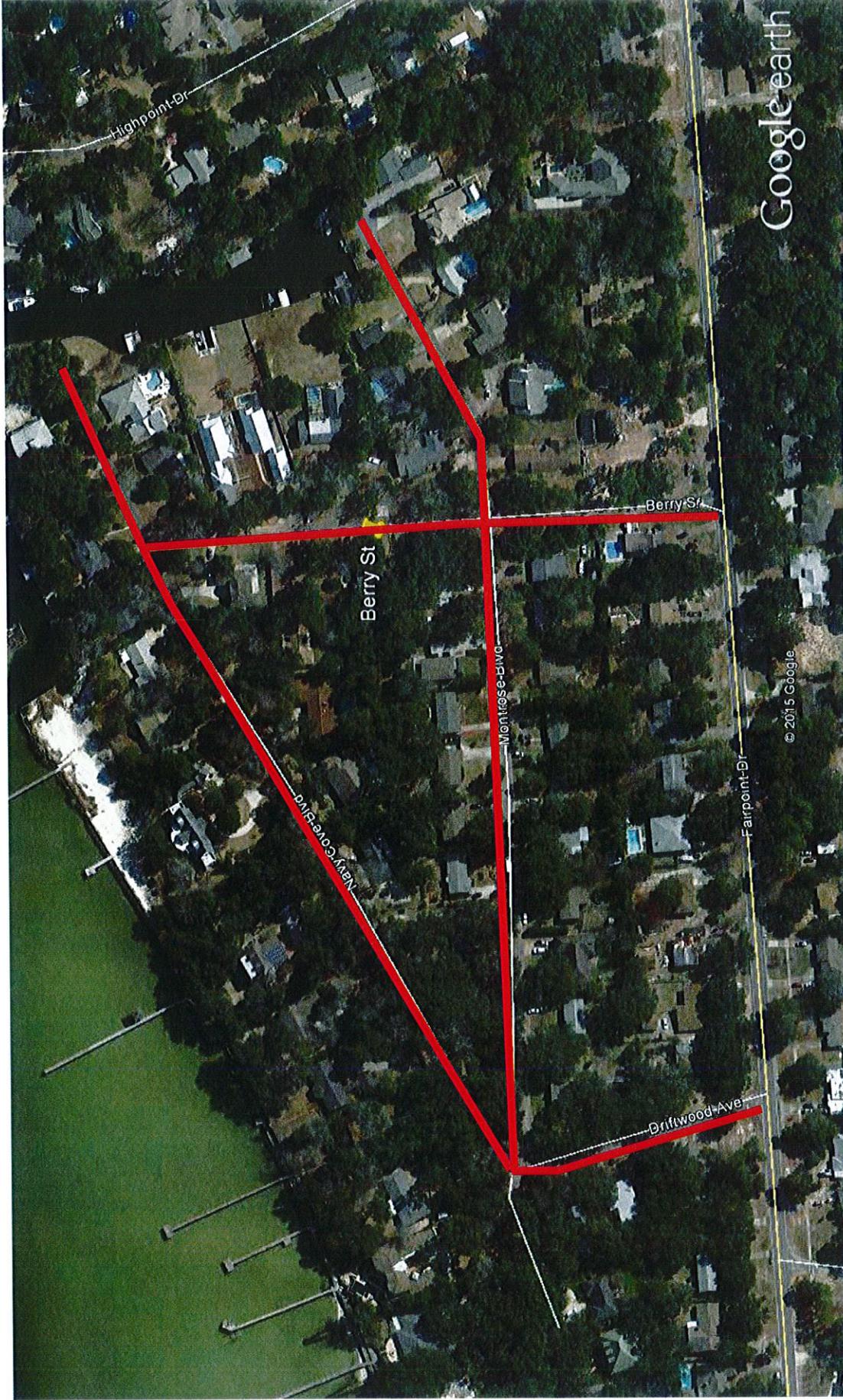
We estimate the cost of construction to be in the range of \$220,000 plus or minus 15%. See attached cost estimate.

Our proposed fee for engineering services, surveying and environmental consulting and permit fees, in accordance with the Scope of Work described above is \$28,708.00. See attached manhour breakdown for details.

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

Very truly yours,  
KENNETH HORNE & ASSOCIATES, INC.

  
Kenneth C. Horne, P.E.  
President



1000

400

feet  
meters

Google earth

© 2015 Google

Item	Quantity	Unit	Unit Cost	Cost
<b>General Resurfacing</b>				
Mobilization	LS	1	\$8,000.00	\$8,000.00
General Conditions	LS	1	\$6,000.00	\$6,000.00
Erosion Control	LF	500	\$3.50	\$1,750.00
Maintenance of Traffic	LS	1	\$5,000.00	\$5,000.00
Sawcut Ex. Asphalt	LF	250	\$1.50	\$375.00
Mill Exist Asphalt	SY	10780	\$2.50	\$26,950.00
1 1/2" FDOT SP-9.5 Asphalt	SY	10780	\$9.50	\$102,410.00
Petromat Style 4599	SY	10780	\$3.00	\$32,340.00
Striping & Signage	LS	1	\$6,000.00	\$6,000.00
Sub-Total				\$188,825.00
<b>Montrose</b>				
Storm Inlet	EA	2	\$2,500.00	\$5,000.00
Exfiltration Trench	LF	100	\$50.00	\$5,000.00
Concrete Curb	LF	120	\$15.00	\$1,800.00
Curb Inlet	EA	2	\$3,500.00	\$7,000.00
Storm Pipe	LF	50	\$40.00	\$2,000.00
Discharge at Seawall	EA	1	\$5,000.00	\$5,000.00
Sub-Total				\$25,800.00
<b>Berry/Navy Cove</b>				
Storm Inlet	EA	1	\$2,500.00	\$2,500.00
Exfiltration Trench	LF	50	\$50.00	\$2,500.00
Sub-Total				\$5,000.00

Subtotal \$219,625.00  
 15% Contingency \$32,943.75  
**Total \$252,568.75**

City of Gulf Breeze  
**MANHOUR AND FEE ESTIMATE**  
 Berry St., Dirftwood Ave., Montrose Blvd., and Navy Cove Resurfacing and Drainage  
 17-Jun-10

		Senior Engineer	Engineer	Tech/CADD II	Tech/CADD I	Admin Assist.	MANHOURS	FEEES
		135.00	105.00	72.00	60.00	50.00	TOTAL	TOTAL
<b>Task 1 Construction Docs &amp; Cost Estimate</b>								
Item								
A	Develop 35% Plans	2	8	16	0	4	30	\$2,462.00
B	35% Cost Estimate	1	4	8	2	1	16	\$1,301.00
C	Develop 95% Plans	2	16	24	0	4	46	\$3,878.00
D	95% Cost Estimate	1	2	4	1	1	9	\$743.00
E	Develop Final Plan & Bid Package	2	8	16	0	4	30	\$2,462.00
F	Project Specifications	1	8	0	0	8	17	\$1,375.00
G	Final Cost Estimate	1	2	4	1	1	9	\$743.00
Task 1 Subtotal		10	48	72	4	23	157	\$12,964.00
<b>Task 2 Bidding Assistance and Limited CA</b>								
Item								
A	Attend Pre-Solicitation meeting	4	4	0	0	2	10	\$1,060.00
B	Prepare Addenda as Needed	2	4	4	0	2	12	\$1,078.00
C	Rvw Bids / Recommendation of Award	2	2	0	0	0.5	4.5	\$505.00
D	Attend Pre-Construction Conference	4	4	2	0	1	11	\$1,154.00
E	Periodic Site Visits & Pay Requests	4	8	12	0	4	28	\$2,444.00
F	Final Inspection & Closeout	2	4	4	0	2	12	\$1,078.00
Task 2 Subtotal		18	26	22	0	11.5	77.5	\$7,319.00

Engineering	\$20,283.00
Survey	\$4,805.00
Environmental Consultant	\$3,200.00
Permit Fee	\$420.00
<b>Total Fee</b>	<b>\$28,708.00</b>



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** July 1, 2015  
**RE:** REBUILD Northwest Florida Request

REBUILD Northwest Florida has request through the County to include a flyer in utility bill inserts. The attached flyer advertises a FEMA grant for 75% of costs to upgrade the wind resistance of existing homes. The program is not limited by income or home values, so it would have a broad appeal to our customers.

The attached flyer would cost \$465 to insert in all of our bills one time. We included the Innerarity Island customers, as the program is also available to them.

**RECOMMENDATION: The City Council approve the mailing of the attached insert to all customers one time, with each utility covering its own cost related to the insert.**

# Forecast Ahead: Hurricane Season

## Is Your Home Ready to Weather the Coming Storms?



## Protect your home and let FEMA pay 75% of the costs!

REBUILD Northwest Florida makes fortifying your home against hurricane-force winds super easy by coordinating with FEMA and handling all the paperwork. Join the 11,000+ homeowners who have taken advantage of this amazing program. It's as easy as 1, 2, 3!

1

### CONTACT REBUILD

Answer a few quick questions on our website or call our office to find out if your home is eligible. There are no income or home value limitations to participate.

2

### APPLICATION & INSPECTION

You complete a simple application and pay a \$200 inspection deposit. The deposit is non-refundable, but is deducted from your final bill if you move forward.

3

### WE GO TO WORK

After inspection, our licensed engineer determines recommended improvements. You pay 25% of the costs, and REBUILD-approved contractors do the work.



**REBUILD**  
**Northwest**  
**Florida**

**FIND OUT IF YOU QUALIFY TODAY**

[www.rebuildnwf.org](http://www.rebuildnwf.org)  
**497-7024**

**More Funding Now Available for Santa Rosa  
and Escambia County Homeowners! Apply Today!**

Certain restrictions apply. See website for details and full eligibility requirements. REBUILD Northwest Florida is a not-for-profit 501(c)(3) organization.



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** June 24, 2015  
**RE:** Stormwater Gravity Discharge Feasibility Study

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

The Stormwater Task Force approved a feasibility study for two potential gravity connections to alleviate flooding. The two locations are Navarre at Shoreline Drive and from the Community Center parking across Shoreline Drive. The areas that would be drained by these gravity pipes suffered severe flooding affecting several streets and many homes. These areas currently depend on pump stations, which did operate during the April 2014 flood, but could not sufficiently respond to the volume of water. A gravity pipe can provide significantly larger capacity than pump stations.

The feasibility study will provide the Task Force and the City Council the opportunity to determine if the system is possible, what environmental hurdles exist, and whether the projects would be financially acceptable. Without further study, the cost can only be estimated as an expense of up to \$500,000 for each project.

The Task Force divided the City into three regions and staff has assigned an outside consultant to each region for consistency in dealing with the issues. We have solicited a proposal from the engineers for the central and western region. Baskerville-Donovan, Inc. has provided a fee of \$9,600 to conduct the study of the Community Center crossing. Hatch Mott McDonald has provided the fee proposal of \$8,870 for the Navarre Street crossing. The funding for these studies will have to come from General Fund capital reserves.

**RECOMMENDATION: The City Council approve the feasibility studies for the two potential stormwater gravity main discharges as follows:**

**Baskerville-Donovan, Inc. for the Community Center Crossing for \$9,600, and Hatch Mott McDonald for the Navarre Street Crossing for \$8,870.**



June 8, 2015

Mr. Thomas Lambert, PE  
Assistant Public Works Director  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, Florida 32561

**Re: Stormwater Discharge Feasibility Study  
HMM Project 358048**

Dear Mr. Lambert:

Hatch Mott MacDonald (HMM) is pleased to submit our proposal to provide a stormwater discharge feasibility study to the City of Gulf Breeze (CGB). It is HMM's understanding that CGB would like to evaluate the feasibility to construct a gravity stormwater discharge pipeline from the eastern end of Gilmore Drive along a route across Shoreline Drive to a tidally influenced outfall south of Eufaula Street. The scope of services and fee are described below.

**Scope of Services:**

Phase I – Site Investigation, Planning and Project Evaluation:

CGB will provide HMM with the following information:

1. LIDAR Elevation Data
2. Additional Elevation Data
3. Stormwater System As-Builts

HMM will study the contributing stormwater basin for the proposed collection system along Gilmore Drive based on LiDAR data provided by CGB and determine the pre-development discharge rate for a 100 year storm in order to size the diameter of the proposed pipeline. Once the diameter is determined, HMM will identify any physical limitations that may be present along the proposed alignment. Upon concurrence of the alignment from CGB, HMM will layout the proposed route, identify any required easement or right-of-way acquisitions that may be necessary and determine the feasibility of constructing the proposed facilities. HMM shall evaluate potential construction methods and provide cost estimates for up to two (2) construction methods, one open-cut method and one trenchless method. HMM shall review the proposed route and provide the CGB a summary of required permits and associated fees to construct the proposed pipeline. A report of findings presenting the findings shall be provided to CGB upon completion.

HMM proposes to provide the above described services for the lump sum fee of 8,870.00.



**Hatch Mott  
MacDonald**

Mr. Thomas Lambert

June 8, 2015

Page 2 of 2

Phase II & III – Design & Construction Administration:

Pending completion of Phase I, Phase II and III would include design and construction administration of the new pipeline based on the findings in the phase I report. Scope and Fee for Phase II & III shall be finalized prior to the completion of Phase I.

HMM looks forward to providing professional engineering services on this project and will strive to provide you with timely and quality service. Thank you for the opportunity to be of service.

Very Truly Yours,

**Hatch Mott MacDonald Florida, LLC**

A handwritten signature in blue ink, reading "Steven D. White", written over a horizontal line.

Steven D. White, PE  
Senior Project Engineer

A handwritten signature in blue ink, reading "David D. Skipper", written over a horizontal line.

David D. Skipper, PE  
Vice President

May 20, 2015

Thomas Lambert, P.E.  
Assist. Director of Public Services  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

Re: Shoreline North Stormwater Discharge Feasibility Study

Mr. Lambert:

Please accept this letter as our proposal for professional services related to the feasibility study for a gravity stormwater discharge from Shoreline Park North to the wetlands system south of Shoreline Drive. The Shoreline Park North area frequently floods during heavy rainfall events and the City desires to identify an avenue for relief to those flooding conditions. To accomplish this task, Baskerville-Donovan, Inc. will perform the following services.

1. Identify physical limitations and estimate the maximum pipe size that can be installed. The pipe size should be determined by the estimated 100 year storm event or elevation limitation.
2. Provide a construction cost estimate based upon physical limitations identified.
3. Provide an analysis of potential disruptions to traffic and residential property access.
4. Identify potential easements or rights-of-ways that may be needed.
5. Identify permits that would be needed to construct the project, the cost of those permits, and an estimate cost to comply with permit requirements after construction is complete.

It is understood that the City will provide preliminary elevation data and LIDAR data from Santa Rosa County.

Baskerville-Donovan, Inc. proposes to perform the tasks described above for a lump sum fee of \$9,600. A breakdown of the tasks and man hours required to complete this study is attached. The lump sum fee includes an initial kick-off meeting with staff. Additional meetings necessary during the project will be billed on a time and material basis at the BDI billing rate in effect at the time the service is provided. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. This proposal may be accepted by executing below and returning an original to BDI. If you have any questions please do not hesitate to call.

Sincerely,

**BASKERVILLE-DONOVAN, INC.**

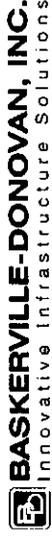


Richard W. Delp, CSI, CDT  
Project Manager

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Client: City of Gulf Breeze  
 Project: Shoreline North Stormwater Feasibility Study  
 Professional Services Estimate



Phase	Task	Description	Project Manager @ \$180/hr	Senior Engineer @ \$180/hr	Structural Engineer @ \$180/hr	Electrical Engineer @ \$150/hr	Engineer I @ \$130/hr	CAD Tech @ \$75/hr	Clerical @ \$65/hr	Amount
	Task 1	Kick-off Meeting and Initial Evaluation	2	2	0	0	6	0	0	\$ 1,500.00
	Task 2	Basin Size Evaluation	0	0	0	0	4	0	0	\$ 520.00
	Task 3	Hydraulics and Hidrology	1	4	0	0	8	0	0	\$ 1,940.00
	Task 4	Estimate of Probable Cost	1	2	0	0	4	0	0	\$ 1,060.00
	Task 5	Identify possible construction methods	0	2	0	0	2	0	0	\$ 620.00
	Task 6	Evaluate impacts - traffic/residential	1	2	0	0	2	0	0	\$ 800.00
	Task 7	Evaluate ROW and easements	0	0	0	0	2	0	0	\$ 260.00
	Task 8	Research permits and on-going maintenance costs	0	2	0	0	4	0	0	\$ 880.00
	Task 9	Prepare report and administrative services	2	2	0	0	8	0	4	\$ 2,020.00
<b>Task 1 - 10 Fee</b>			<b>7</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>4</b>	<b>\$ 9,600.00</b>



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** July 1, 2015  
**RE:** Shoreline Park Stormwater Repair

The City has a stormwater piping system that collects water from Hillcrest Avenue and South Sunset Boulevard and conveys it to the large lake in Shoreline Park North. After the flood of April 2014 a sinkhole developed in the new roadway completed in June of 2013. The video inspection of the pipe revealed that the entire pipe length is deteriorated and likely to cause more sink holes and pipe blockages. The pipe is a major link in upcoming drainage improvements along South Sunset Boulevard.

Staff had a project designed and bid that would install a new pipe outside of the roadway, and have the existing pipe grout filled to prevent further sink holes. This method was chosen instead replacing the existing pipe and replacing parts of the roadway. The extent of the work is shown on the attached diagram.

Six contractors bid the project, with J. Miller having the low bid at \$55,121. J. Miller Construction, Inc., located in Pensacola, has done work with the City before and has good references. This is an unbudgeted expense but staff estimated the work at \$80,000.

The project should be funded from General Fund reserves designated for capital projects.

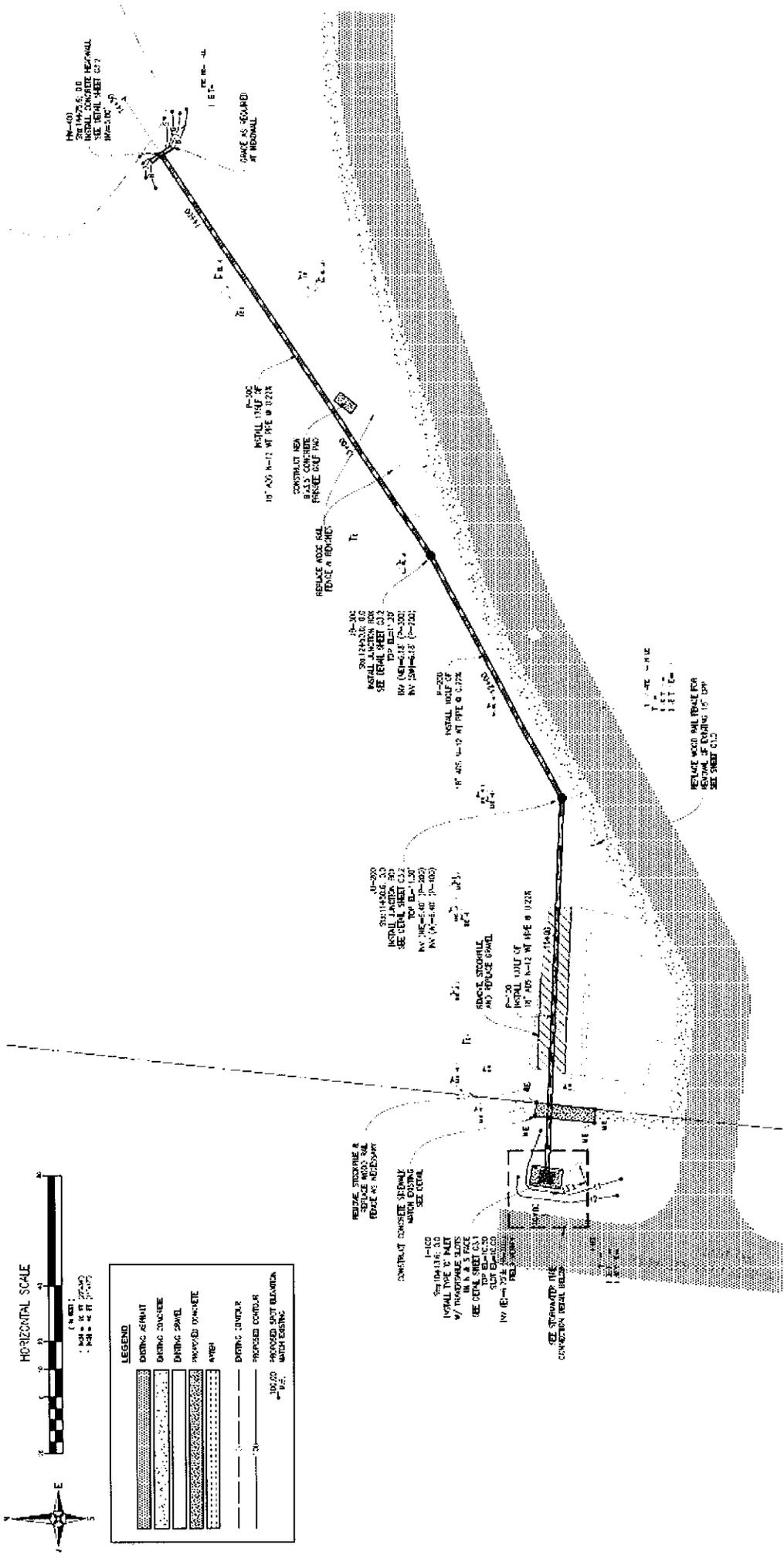
**RECOMMENDATION: The City Council approve J. Miller Construction, Inc. to complete the Shoreline Park North drainage repair for \$55,121.**

**BID TABULATION SHEET - CAPITAL PROJECT**

June 30 2015

**Shoreline Park North Drainage Repair**

Company	Bid Amount	Mark Winning Bidder
Brown Construction of NWF	\$56,622.50	
Chavers Construction, Inc.	\$129,000.00	
H&T Contractors, LLC	\$68,708.00	
J Miller Construction, Inc.	\$55,121.00	▼
Roads, Inc. of NWF	\$91,000.00	
Utility Service Co.	\$74,821.18	



**LEGEND**

[Pattern]	BRICK ARCHIT.
[Pattern]	BRICK CONCRETE
[Pattern]	BRICK CONCRETE
[Pattern]	PROPOSED CONCRETE
[Pattern]	ASPH.
[Pattern]	BRICK CONCRETE
[Pattern]	PROPOSED CONCRETE
[Pattern]	PROPOSED ASP. FLOORING
[Pattern]	PROPOSED ASP. FLOORING

# *City of Gulf Breeze*

## Memorandum

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

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

**Date:** 7/9/2015

**Subject:** Financial Reporting

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You will recall that Saltmarsh identified an issue with the City's financial reporting as part of their financial statement findings for FY 2014. This point involved close out procedures and the number of adjusting entries that were required to be recorded during the audit process. As was reported by the auditors, City staff made significant adjustments to the trial balance after the field work began. There were also discrepancies in accumulated depreciation and capital asset classification schedules. This was not the first year that we received such a comment. It is essentially the result of a combination of factors involving the timing of the audit, the need to accurately reflect all expenditures for the final budget document and current staff resources.

The City has 60 days at year-end to reflect all expenditures and accruals and prepare a final budget. To comply with other timing requirements, a 25-day window had been established between the end of the final budget and the beginning of the audit process. This allows only a short time for existing staff to make all the necessary adjustments to close the year from an audit perspective. As we reported to the City Council, staff believes that there are three alternatives to address this issue:

- A. Increase the window between final budget and audit by adding a cushion in the final budget numbers to plan for a certain amount of last minute expenditure recognition. This could accelerate the time of the final budget and therefore increase the time for year-end closeout.
- B. Retain additional outside accounting resources throughout the year or in a focused period prior to the audit. This could include temporary staffing on a monthly basis or the engagement of professional outside accountants to assist staff with the annual closeout. The latter of these two options is preferable. Depending on the option chosen, this could cost the City \$19,000 to \$24,000 a year.
- C. Continue to develop the skill set of existing personnel to assume this responsibility. We have made progress in this area, but it is unlikely that our current progress will yield satisfactory results by year end. Recent turnover had slowed progress on this goal for the current fiscal year.

To prepare for the upcoming year-end close out procedure, I believe that some combination of A and B should be implemented. Option A is more of an awareness issue as we prepare the final budget amendment for City Council review. Option B would require the development of an RFP/RFQ for accounting assistance services. As indicated above, the preferable alternative for Option B is retaining the services of a skilled accountant, familiar with governmental accounting requirements, on a contract basis for monthly and year-end closeouts. Subject to City Council approval, we could solicit proposals from local firms and individuals so that this support function is in place before year end

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

**Recommendation: That the City Council authorize staff to solicit proposals for professional accounting services to assist with closeout processing.**

# City of Gulf Breeze

## Memorandum

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

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

**Date:** 7/2/2015

**Subject:** FOP Labor Agreement

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As you know, the current labor agreement with the Fraternal Order of Police (FOP), who represent all of the City's police officers below the rank of Lieutenant, is scheduled to expire on September 30, 2015. At the request of the FOP, City staff opened up negotiations with their bargaining team. The negotiations themselves were straight-forward and productive. The outcome of that process is the enclosed draft agreement that has been tentatively agreed to by both sides. I believe that this is a good contract for all concerned and recommend that it be approved by the City Council.

The issues to be negotiated were narrowly focused. In an effort to assist you and the City Council with a review of this document, I will highlight the changes below. With the exception of the following, the existing contract language remains unchanged.

TERM- The prior contract was two years. This agreement provides a three-year term effective, October 1, 2015 through September 30, 2018. This will provide greater stability.

WAGES- The agreement provides wage increases as follows: 2015/16-3%, 2016/17-4% and 2017/18-4%. While it is difficult to predict future changes in CPI, we believe that these increases are consistent with the general forecast that inflation will increase during the next three years. Currently CPI is flat. The limited forecast data that is out there estimates growth in CPI through 2020. The proposed wage scale provides salary increases of approximately 1.5% after accounting for potential changes in CPI. The first year cost of this increase is \$21,599 based on the existing workforce. Total cost is \$82,111 over the three years of the agreement.

FTO PAY- Currently police officers who act as Field Training Officers receive a 5% increase in pay while in that capacity. This agreement provides a \$300 stipend per trainee for any officer who serves as an FTO for at least 100 hours with a trainee. No additional pay is provided to an officer who serves as an FTO for less than 100 hours. There is some marginal increase in this proposal over the existing policy, but it simplifies the payroll process and stabilizes the training relationship by promoting the 100 hour minimum.

SPECIAL ENFORCEMENT ACTIVITIES- The agreement provides that the City shall budget \$20,000 from the Red Light Camera program to pay wages associated with special traffic enforcement activities. While the City has established this type of program in the past, it has not been formalized in the labor agreement. However, the benefits of this type of effort have been demonstrated in the past. These special enforcement efforts will be planned, scheduled and approved by the Chief of Police. Three year cost is \$60,000. Budget surplus in the fund should be sufficient to cover this cost and will not affect the General Fund.

Overall this is a reasonable agreement between the City and its police officers. It offers a reasonable wage package and an opportunity to implement targeted programs for enhanced public safety efforts. There is no other material economic impacts and the City's management rights are not impacted. Again, I believe this is a good contract for all concerned and recommend that it be approved by the City Council.

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

**Recommended motion: That the City Council approve the proposed collective bargaining agreement with the Florida State Lodge of the FOP as presented.**

Enclosures

2015 WAGE PROPOSAL

Officer	Hourly	Annual	2015 Raise 3%	2015 Increase	2016 Raise 4%	2016 Increase	2017 Raise 3%	2017 Increase
Armstrong	\$31.19	\$64,874.78	\$66,821.03	\$1,946.24	\$69,493.87	\$2,672.84	\$72,273.62	\$2,779.75
Baker	\$22.82	\$47,463.31	\$48,887.21	\$1,423.90	\$50,842.70	\$1,955.49	\$52,876.41	\$2,033.71
Eskridge	\$19.70	\$40,974.13	\$42,203.35	\$1,229.22	\$43,891.49	\$1,688.13	\$45,647.15	\$1,755.66
Goff	\$16.53	\$34,386.56	\$35,418.16	\$1,031.60	\$36,834.88	\$1,416.73	\$38,308.28	\$1,473.40
Lyster	\$24.08	\$50,084.74	\$51,587.28	\$1,502.54	\$53,650.77	\$2,063.49	\$55,796.80	\$2,146.03
Neff	\$27.43	\$57,051.07	\$58,762.60	\$1,711.53	\$61,113.11	\$2,350.50	\$63,557.63	\$2,444.52
Nguyen	\$23.49	\$48,863.78	\$50,329.69	\$1,465.91	\$52,342.88	\$2,013.19	\$54,436.59	\$2,093.72
Pagonis	\$16.53	\$34,386.56	\$35,418.16	\$1,031.60	\$36,834.88	\$1,416.73	\$38,308.28	\$1,473.40
Pulley	\$16.53	\$34,386.56	\$35,418.16	\$1,031.60	\$36,834.88	\$1,416.73	\$38,308.28	\$1,473.40
Roberson	\$18.13	\$37,716.22	\$38,847.71	\$1,131.49	\$40,401.62	\$1,553.91	\$42,017.68	\$1,616.06
Scapin	\$17.27	\$35,920.14	\$36,997.75	\$1,077.60	\$38,477.66	\$1,479.91	\$40,016.76	\$1,539.11
Skelton	\$19.01	\$39,530.40	\$40,716.31	\$1,185.91	\$42,344.96	\$1,628.65	\$44,038.76	\$1,693.80
Tatro	\$26.55	\$55,226.08	\$56,882.86	\$1,656.78	\$59,158.18	\$2,275.31	\$61,524.50	\$2,366.33
Taveirne	\$27.06	\$56,281.68	\$57,970.13	\$1,688.45	\$60,288.94	\$2,318.81	\$62,700.49	\$2,411.56
Troy	\$20.17	\$41,961.09	\$43,219.92	\$1,258.83	\$44,948.72	\$1,728.80	\$46,746.67	\$1,797.95
White	\$19.65	\$40,863.89	\$42,089.80	\$1,225.92	\$43,773.40	\$1,683.59	\$45,524.33	\$1,750.94
Total Wage Increase				\$21,599.13		\$29,662.80		\$30,849.32
3-year Total		\$82,111.25						

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GULF BREEZE, FLORIDA**

**AND**

**THE FLORIDA STATE LODGE OF THE FRATERNAL ORDER OF POLICE**

**EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018**

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**COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
THE CITY OF GULF BREEZE, FLORIDA  
AND  
THE FLORIDA STATE LODGE OF THE  
FRATERNAL ORDER OF POLICE**

This agreement, effective as of October 1, 2015, is entered into by and between the City of Gulf Breeze, Florida, hereinafter referred to as the "City", and the Florida State Lodge, Fraternal Order of Police, Inc., hereinafter referred to as the "F.O.P."

It is the intent and purpose of this Agreement to insure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein, basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There shall be no individual arrangement contrary to the terms herein provided.

Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

**ARTICLE I: RECOGNITION**

The City recognizes the F.O.P. as the exclusive Bargaining Representative as defined in Chapter 447, Florida State Statutes as amended, for the Bargaining Unit. All Police officers below the rank of Lieutenant employed by City of Gulf Breeze shall be included in the Bargaining Unit. However, subsequent to the effective date hereof, any Police officer who is promoted to, hired as, or may otherwise obtain the rank of Lieutenant or above shall not be included in the Bargaining Unit.

**ARTICLE II: REPRESENTATIVES OF PARTIES  
FOR BARGAINING PURPOSES**

SECTION 1: The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the F.O.P. in all matters requiring mutual consent or other official action called for by the Agreement.

SECTION 2: The F.O.P. likewise agrees that during the term of this Agreement, the F.O.P. and the employees covered hereunder shall deal only with the City Manager or his representative in matters requiring mutual consent or other action.

### **ARTICLE III: MANAGEMENT RIGHTS**

SECTION 1: Subject to the express and specific provisions of this Agreement, the parties agree that the City has and will continue to retain the right to operate and manage its affairs in all respect; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of its operations; to set standards for service to be offered to the public; to direct its employees, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, to suspend, demote, discharge, or take other disciplinary action against employees; to increase, reduce, change, subcontract, modify or alter the composition and size of the work force, in accordance with applicable laws or contractual agreements lack of work or funds in accordance with applicable laws or contractual agreement; to determine the location methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay positions in accordance with applicable laws or contractual agreements; to establish, change or eliminate existing methods of operation, equipment or facilities, to establish, implement and maintain an effective internal security program; to determine its purpose and mission; and to prepare and submit its budgets.

SECTION 2: Those managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any manner subject to the grievance procedure contained herein.

SECTION 3: If, in the sole discretion of the Mayor, it is determined that civil emergency conditions exist, the provisions of this Agreement may be suspended, except wages, during the time of the declared emergency.

SECTION 4: The exercise of such rights shall not preclude members of the Bargaining Unit or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

## **ARTICLE IV: POLICE OFFICERS BILL OF RIGHTS**

**SECTION 1:** The City and F.O.P. agree to abide by the requirements contained in the Law Enforcement Officers' Bill of Rights pursuant to Florida State Statutes, Chapter 112, and is incorporated by reference herein.

**SECTION 2:** The Law Enforcement Code of Ethics, as hereafter written, shall be a part of this Agreement:

A. A law enforcement officer's fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

B. Law enforcement officers shall keep their private life unsullied as an example to all, maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both personal and official life, a law enforcement officer shall be exemplary in obeying the laws of the land and the regulations of his department. Whatever is seen or heard of a confidential nature by, or that is confided to, a law enforcement officer in his or her official capacity will be kept ever secret unless revelation is necessary in the performance of duty.

C. A law enforcement officer shall never act officiously or permit personal feelings, prejudice, animosities, or friendship to influence his or her decisions with no compromise for crime and with relentless prosecution of criminals. A law enforcement officer shall enforce the laws courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

D. A law enforcement officer shall accept the badge of his or her office (which badge is a symbol of public faith), as a public trust to be held so long as the officer remains true to the ethics of police service. A law enforcement officer shall constantly strive to achieve these objectives and ideals, dedicating himself or herself before God to his or her chosen profession, Law Enforcement.

## **ARTICLE V: GRIEVANCE PROCEDURE**

**SECTION 1:** A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the F.O.P.

**SECTION 2:** Should any grievance arise, there shall be an earnest effort on the part of the parties to resolve such grievances promptly through the following steps:

Step 1: The aggrieved employee shall present in writing his grievance to the Chief of Police within five (5) working days of the occurrence of the alleged grievance. The Chief of Police shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the grievance, meet with the aggrieved employee. The aggrieved employee may be accompanied at any grievance proceeding by an F.O.P. representative. The Chief of Police shall notify the aggrieved employee and his representative of his decision, in writing, not later than ten (10) working days following the meeting date.

Step 2: If the aggrieved employee disagrees with the Chief of Police's decision in Step 1, then the F.O.P. may submit the grievance, in writing, along with the response from the Chief of Police, to the City Manager. The aggrieved employee's written grievance must be submitted to the City Manager within five (5) working days of the time the response was received in Step 1. The City Manager shall meet with the aggrieved employee and an F.O.P. representative within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the City Manager shall notify the aggrieved employee of his decision, in writing.

Step 3. If the aggrieved employee disagrees with the City Manager's decision, the employee may request a review of the City Manager's decision by a Review Board. Within five (5) working days of the date of the decision of the City Manager, the aggrieved employee shall provide written notice to the City Manager of his/her request to submit the grievance to a Review Board for final determination. The members of the Review Board shall be appointed and the hearing before the Review Board shall be conducted in the same manner as set forth in Section 9.5, Subsection I, Paragraph J of the Personnel Manual of the City of Gulf Breeze (as said Paragraph J exists as of the effective date of this Agreement). Copies of the decision of the Review Board made in accordance with this agreement shall be furnished to the City Manager, the F.O.P. and the aggrieved employee within thirty (30) days from the date of the hearing.

SECTION 3: Grievances involving or affecting more than one (1) member of the Bargaining Unit may be filed collectively by the F.O.P.

SECTION 4: For the purpose of this article, the term "working days" shall be interpreted to mean Monday through Friday. Saturdays, Sundays and days designated as holidays are excluded.

#### **ARTICLE VI: NO STRIKE**

The F.O.P. agrees that during the term of this Agreement, it shall not authorize, instigate, condone, excuse, ratify, support or acquiesce in any strike, slowdown, work stoppage, or any other act of like or similar nature engaged in or supported by members of the F.O.P. which is likely to interfere with the efficient operation of the City's affairs.

## **ARTICLE VII: NO DISCRIMINATION**

The City and the F.O.P. specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, creed, sex, national origin, marital status, membership or nonmembership in labor organization, or age, as provided by law.

## **ARTICLE VIII: EXISTING RULES**

SECTION 1: It is agreed and understood that the Police Department currently has policies, rules and regulations governing employment (hereinafter "Rules"). In the event of a conflict between said policies, rules and regulations and this Agreement, the terms of this Agreement shall control.

SECTION 2: Nothing in this article shall be construed as a waiver of the F.O.P.'s right to bargain over any Rules change which has the practical effect of altering the terms and conditions of employment as established by this Agreement. In the event of such change, the F.O.P. shall have fifteen (15) days to submit to the City Manager a written request that the rule change (1) all reasons for the requested bargaining and (2) the F.O.P.'s initial bargaining position regarding the change. The issues shall be bargained within thirty (30) days from the date of receipt of F.O.P.'s request and at the conclusion of such sixty (60) days the City may, but shall not be required to, implement the rule change.

SECTION 3: Notification of any rule change shall be provided to the F.O.P. President simultaneously with the promulgation of the rule change and prior to the effective date of the rule change, by posting a copy of said rule change on the F.O.P bulletin board or by placing a copy of said rule change in his/or her mailbox.

SECTION 4: The City shall allow space within the confines of the Police Department's Squad Room for a bulletin board for F.O.P. notices.

## **ARTICLE IX: DISCIPLINE**

SECTION 1: No employee shall be demoted, suspended, dismissed or otherwise disciplined without just cause. Employees shall have the right to appeal demotions, suspension, dismissals, or other disciplinary actions under the grievance procedure of this Agreement. The City shall furnish the employee to be disciplined by demotion, suspension or dismissal, a written statement specifying in detail the reasons for the discipline at the time the notice of discipline is given to the employee. For purposes hereof, demotion is defined as a change in assignment or rank which results in a lowering of salary or hourly rate of pay.

SECTION 2: At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who may

be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

#### **ARTICLE X: LINE OF DUTY INJURIES**

The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

(a) Compensation shall be payable under this article only with respect to disability as a result of injury to an employee where such injury is incurred in the line of duty.

(b) For purposes of this article, an injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers Compensation Law. In no event shall an injury be deemed to be incurred in the line of duty where the injury was caused, in whole or in part, or substantially contributed to by virtue of a violation of the rules and regulations of the GBPD.

(c) No compensation under this article shall be allowed for the first seven (7) days of disability unless otherwise provided under Section 440.15(11), Florida Statutes; provided, however, that if the injury results in disability of more than fourteen (14) days, compensation shall be paid from the commencement of the disability.

(d) The amount of compensation paid shall be the amount required to supplement funds received pursuant to Florida Workers Compensation Law and any other disability or other income plan such that the sum of the supplement herein provided and all other payments herein described equal the employees' normal net weekly wage at the time of injury.

(e) The term disability as used in this article means incapacity because of the line of duty injury to earn in the same or any other employment the wages which the employee was receiving at the time of the injury.

(f) It is the intent of this article to provide supplemental compensation for line of duty injuries only, and this article shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty.

Coverage under this article shall not result in the loss of step increases which the officer would have received had he been on active status.

In the event of any dispute or disagreement concerning the interpretation of this article, then the decisions concerning definitions of the terms of this Article issued under the Florida Workers Compensation Law shall control.

(g) The maximum period for which payment may be made under this article shall be ninety (90) days from the date of injury for each injury including recurrences thereof.

No payment made by the City during said period shall be charged against any sick leave which the employee may have accrued.

This provision may be extended for another ninety (90) days at the sole discretion of the City.

Upon completion of this ninety (90) day period or any extension thereof, the employee shall revert to use of his accumulated sick leave as provided elsewhere in this Agreement.

(h) The parties agree to abide by Florida Law concerning workers compensation matters. However, members injured while performing off duty law enforcement related assignments, traveling to and from assigned training, and going to and from work shall receive 100% of their base salary in lieu of workers compensation for up to 180 calendar days. After 180 calendar days from an injury, State law concerning payment of workers compensation benefits will govern.

#### **ARTICLE XI: FUNERAL AND MILITARY LEAVE**

The City shall provide military and funeral leave as set forth in Sections 6.4 and 6.11 of the Personnel Manual of the City of Gulf Breeze, Florida, on the same basis as it does for City employees not members of the Bargaining Unit.

#### **ARTICLE XII: F.O.P. BUSINESS**

SECTION 1: The President of F.O.P., or in his absence the appointee of the F.O.P., shall be provided a copy of the agenda, in advance, of every regular City Council meeting. If an item appearing on the agenda directly affects members of the Bargaining Unit, the F.O.P. President or appointee may petition the Police Chief to be relieved from duty with no loss of pay to attend the meeting. Permission will not be unreasonably withheld.

SECTION 2: The President of the F.O.P., or its named bargaining representative, may petition the Chief of Police to be relieved from duty with no loss of pay to attend regular meetings of the F.O.P. Permission will not be unreasonably withheld.

#### SECTION 3:

(a) Commencing on the payday first following execution of this Agreement, The City shall continue to deduct dues owed by the employee to the F.O.P. from twenty-four (24) bi-monthly paychecks, provided that prior to such deduction the F.O.P. has provided the City with a signed

statement from each employee whose dues are to be deducted, that such deduction is authorized, provided further that such authorization is in a form satisfactory to the City.

Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to City and the F.O.P.

(b) In the event that the base pay of a member of the F.O.P. increases, which has the effect of raising the F.O.P. dues deduction, the City shall raise the dues deduction accordingly upon receipt of notice from the F.O.P.

SECTION 4: F.O.P. Members may contribute overtime into a compensatory time pool which may be used by the F.O.P. for official F.O.P. functions to the extent allowable under the Fair Labor Standards Act. No member of the F.O.P. may use more than twenty (20) days per calendar year from the pool unless advance permission is received from the Chief of Police and the City Manager. In no event shall the total number of days utilized by all F.O.P. members collectively exceed eighty (80) days unless advance permission is received from the Chief of Police and the City Manager. No individual shall be allowed to contribute more than fifty hours of comp time per year to the pool.

SECTION 5: The F.O.P. shall designate no more than two department members to serve on its bargaining team. The members of the team shall be permitted to attend bargaining sessions without loss of pay should said sessions be held while a member is on shift.

### **ARTICLE XIII: HOLIDAYS**

SECTION 1: The following shall be observed by the City's Police Department as legal holidays, and all regular full-time employees shall be compensated for same:

New Year's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Two (2) floating days

The purpose of floating holidays is two-fold. First, it provides a means for employees to observe additional holidays during the year as they so desire. Secondly, it provides a means for the City to maintain flexibility and efficiency in the work schedule. However, it may become necessary and desirable, due to calendar alignment of certain major holidays, to have one or both of the floating holidays designated. Recognizing these possibilities, the City Manager will decide in early December of each year whether one or both of the floating holidays will be designated during the following year. The decision will be made after receipt of input from City employees. The F.O.P. may indicate its position on the issue by December 1 of a given year for the next calendar year. Any such recommendation shall be in writing and delivered to the City Manager.

Employees shall utilize the two (2) floating days in the same manner and effect as additional annual leave for the purposes previously described. Both days shall be used on or before December 31 of each calendar year or they will be forfeited.

SECTION 2: If any member of the Bargaining Unit is required to work on one of the holidays named in Section 6.8 of the Personnel Manual of the City of Gulf Breeze, that employee shall, at his option, receive either additional pay at the employee's regular rate of pay or compensatory time commensurate with the hours actually worked on the holiday.

SECTION 3: In the event that one of the holidays named in Section 6.8 of the Personnel Manual of the City of Gulf Breeze occurs during the course of an employee's vacation, the employee shall not be charged vacation time for that holiday.

SECTION 4: In the event that one of the holidays named in Section 6.8 of the Personnel Manual of the City of Gulf Breeze occurs while an employee is on sick leave, the employee shall receive holiday pay and shall not be charged sick leave pay for that day.

#### **ARTICLE XIV: ANNUAL LEAVE**

SECTION 1: The rules, policies and procedures governing the use of annual leave time, including but not limited to accrual and retention rates, caps on accrual and retention and payout at termination for members of the Bargaining Unit shall be the same as for City employees who are not members of the Bargaining Unit.

SECTION 2: Requests for use of annual leave consisting of four (4) days or more must be submitted for approval at least fourteen (14) days prior to the date leave is to take effect. Approval or disapproval of any request to use annual leave must be acknowledged within five (5) days of the request. This section shall not apply to requests to use annual leave in cases of emergencies.

SECTION 3: With respect to requests for use of annual leave consisting of less than four (4) days, provided that prior approval has been obtained from the Chief of Police or whomever the Chief may designate to approve requests for use of annual leave (and notwithstanding any provision to the contrary in the Personnel Manual for employees of the City), members of the Bargaining Unit may use annual leave in half hour increments.

#### **ARTICLE XV: HOURS OF WORK AND OVERTIME**

SECTION 1: The normal work period for members of the Police Department shall be fourteen (14) days, defined as one (1) pay period. The normal work in a work period for members of the Police Department may be up to eighty (80) hours.

SECTION 2: Employees shall be compensated for all hours worked. The City shall compensate overtime at the rate of time and one-half (1.5) for all hours worked in excess of 80 hours within any one (1) work period in pay or compensatory time, at the option of the employee.

SECTION 3: No regularly scheduled workday shall be canceled for the sole purpose of avoiding overtime pay.

SECTION 4: Work schedules shall be provided in advance and cover a two (2) month period. No changes will be made in work schedules once it is published, except in case of emergency or operational necessity determined by the Chief of Police or to accommodate employee requests for vacation, compensatory time-off or attendance at schools or training.

SECTION 5: Officers shall have the option of accruing compensatory time under the following procedures:

(a) Any overtime earned during a 14-day work period.

(b) Compensatory time may also be accrued in lieu of the holiday premium pay and for any excess overtime worked on any call out.

(c) Compensatory time off shall be considered the same as hours worked for the purpose of computing overtime.

(d) No officer shall be allowed to accrue or have a comp time balance of more than two hundred forty (240) hours of compensatory time.

(e) An employee may use compensatory time only when he is otherwise scheduled to work.

SECTION 6: Sick Leave, annual leave/vacations and compensatory time shall be considered as time worked for purposes of overtime. Holidays shall not be considered as time worked and compensation for holidays shall be paid in accordance with the Personnel Manual of the City of Gulf Breeze. An employee shall not be entitled to utilize compensatory time, sick leave or vacation if the employee is not otherwise scheduled to work or in order to receive two days compensation on the same day.

#### **ARTICLE XVI: RECALL PAY**

SECTION 1: Any employee who is recalled to duty after having left for the day, or on a regularly scheduled day off, vacation day, or compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of three (3) hours work and pay.

For the purposes of this section, recall is defined as any duty, detail or response to a lawful order for which the employee can be disciplined for his failure to comply.

Recall pay includes court appearances and appearances at depositions.

SECTION 2: Whenever an Investigator, Traffic Homicide Investigator or Intoxilyzer Operator is required to be on-call, he shall be compensated at the rate of one (1) hour for each day in on-call status. The compensation shall be in pay or compensatory time at the employee's option.

#### **ARTICLE XVII: INSURANCE**

The City shall provide group health and life insurance plans and reimbursement for vision and dental expenses to employees represented by the Bargaining Unit as set forth in Section 7.1, 7.2, 7.4 and 7.5 of the Personnel Manual of the City of Gulf Breeze, Florida, (as such Sections may be amended by the City Council) on the same basis as it does for City employees not members of the Bargaining Unit.

#### **ARTICLE XVIII: COMPENSATION PLAN**

SECTION 1: As of the effective date of this Agreement, members of the Bargaining Unit shall (i) be paid bi-weekly commensurate with the annual base salary for each such member together with any adjustments thereto for Assignment Pay, if any, as contemplated in Article XXIII, below, (ii) be deemed to have an annual base salary as set forth in the attached Exhibit A, and (iii) be deemed to hold the Rank and Step (collectively, also known as each officer's pay classification) as set forth in the attached Exhibit A.

SECTION 2: The minimum annual base salary shall be \$34,000.00 during the term of this Agreement and may be adjusted for inflation during the second and third year of the Agreement.

SECTION 3: Effective October 1, 2015, the annual base salary of each member shall be increased three percent (3%). Effective October 1, 2016, the annual base salary of each member shall be increased by three percent (4%). Effective October 1, 2017, the then current annual base salary of each member shall be increased by three percent (4%).

SECTION 4: As an incentive for members of the Bargaining Unit to further their educational pursuits, community involvement and professional skills, the Employee Advancement Incentive Plan as set forth in the attached Exhibit D and Exhibit E is hereby adopted and made a part of this Agreement.

## ARTICLE XIX: CONTINUING EDUCATION

SECTION 1: It is the City's intent to encourage employee development through continuing education by providing a tuition reimbursement program. This program can apply to police-related course work and/or general educational courses in pursuit of an advanced degree.

This program must be administered within the budgetary constraints of the City. Accordingly, should the Chief of Police determine that budgetary or financial constraints preclude further benefits or reimbursements under this Article, the request for benefits or reimbursements may be denied or delayed until such time as the Chief of Police determines that adequate funds exist.

This policy provides standards to assure successful completion of the course(s), a provision which provides that once an employee has received tuition reimbursement benefits, the employee must remain in the City's employment for a period of time or reimburse the City for its expenditure as well as the process through which tuition reimbursement can be sought.

The tuition reimbursement program provides for reimbursement of registration expenses and charges for books and course materials in accordance with the following policy.

To be eligible for the tuition reimbursement benefit, the Employee's performance record must be deemed satisfactory in the judgment of the Chief of Police. Should the Employee disagree with such determination, the procedures for grievance provided elsewhere in this Agreement shall be applicable. Reprimands shall not necessarily be considered when determining eligibility. For the purpose of administering this provision, disciplinary actions in effect prior to the execution date of this agreement shall not adversely affect employee eligibility.

SECTION 2: Any officer who desires to be reimbursed for registration expenses and/or books related to enrollment in a police-related course(s) or course(s) in pursuit of an advanced degree must secure approval from the Chief of Police prior to registration for the course(s). The employee shall provide the Chief of Police with the title of the course(s) and a brief description of its relationship to police work or pursuit of an advanced degree and the estimated cost of tuition and books. The Chief of Police will provide the employee a description of the following rules regarding reimbursement:

(a) The employee shall provide the Chief of Police with receipts evidencing costs for which reimbursement is requested including registration, books, lab fees and /or course materials. The Chief shall submit the receipts to City's Finance Department for reimbursement to the employee.

(b) At the conclusion of the course(s), the employee will provide the Chief of Police with a statement or transcript from the institution of learning indicating employee's final grade at completion of course(s). The employee must receive the grade of "C" or better or "Pass" if the course is taken on a "pass/fail" basis in order to retain reimbursement previously received for

registration, books or course materials. If this minimum grade is not received the employee must return funds provided for registration, books and course material to the City. If the employee fails to reimburse such funds within ten (10) days of the employee's receipt of a deficient grade, the City may deduct, in accordance with applicable law, the amounts which the City is to be reimbursed from the employee's paychecks or any other form of payment which the employee may receive from the City until the City has been reimbursed in full.

(c) Following completion of the course(s) for which the employee has been reimbursed, the employee must remain in the employment of the City for six (6) months or return the funds paid by the City for registration, books and course materials. If for any reason whatsoever the employee fails to remain in the employment of the City for the required six (6) months, the City may deduct, in accordance with applicable law, the amounts which the City is to be reimbursed from any payments to be made to the employee, including payments for wage/salary, unused leave, unused compensatory time, or the like until the City has been reimbursed in full.

(d) The prior approval of the Chief of Police must be received in writing prior to registration at the beginning of each term or course.

(e) The educational reimbursements provided herein are limited to the applicable expenses relating to the following:

(1) Courses in a curriculum in pursuit of an advanced degree, provided that the degree, in the opinion of the Chief of Police, is related to police work; or

(2) Courses being taken by an employee which are not in pursuit of an advanced degree, provided that, in the opinion of the Chief of Police, such courses are closely related to police work.

## **ARTICLE XX: ACTING IN A HIGHER POSITION PAY**

SECTION 1: If it becomes necessary, in the judgment of the City Manager given the duration or nature of the absence of the Chief of Police, or in the judgment of the Chief of Police, given the duration or nature of the absence of any member of the Police Department, to appoint an individual to serve as Chief of Police or in any other subordinate rank, the following policy shall apply.

SECTION 2: For any non-routine absence or absence of greater than thirty (30) calendar days and/or the nature of an absence of the Chief of Police, the City Manager may appoint any individual deemed appropriate to serve as Acting Chief of Police. The rate of pay and benefits will be determined by the City Manager.

SECTION 3: The Chief of Police, in consultation with the City Manager and the management team of the Police Department, may appoint individuals to serve in various acting

capacities as deemed appropriate. This does not preclude the temporary assignment of additional duties as a result of vacations or other absences of a short duration. During the term that the member serves in such an acting position, he or she shall receive an additional five percent (5%) of the member's periodic payments of his or her annual base salary.

SECTION 4: In all cases, the appointment to an acting position will be made in writing. None of the rank, duties, responsibilities or benefits will accrue to the individual absent such written appointment.

SECTION 5: All persons serving in a higher capacity shall be subject to the conditions of employment that are inherent to that position.

### **ARTICLE XXI: UNIFORM ALLOWANCE AND EQUIPMENT**

SECTION 1: The City agrees to provide, at no cost to the employee, uniforms and equipment as it deems necessary for the performance of the employee's duties. The City shall also provide for the cleaning of three (3) uniform shirts and three (3) uniform trousers per week at no cost to the employee.

SECTION 2: Officers who are assigned to work in the investigative division shall receive an allowance of Four Hundred Fifty dollars (\$450.00) per year to off-set their clothing costs. Officers assigned to other plain clothes duty may receive a clothing allowance not to exceed One Hundred Fifty dollars (\$150.00) per year, as deemed necessary by the Chief of Police.

SECTION 3: The City will reimburse officers for loss of or damage to personal property incurred while on duty, provided that such loss or damage is not the result of a violation of Gulf Breeze Police Department rules, regulations and/or policies. The maximum reimbursement allowed herein will be limited to no more than One hundred Fifty dollars (\$150.00) per occurrence plus actual replacement cost for prescription eye wear.

SECTION 4: The City shall provide footwear for uniformed members at no cost to the employee and shall replace such footwear when the Chief of Police deems the footwear to be unserviceable.

SECTION 5: This Contract shall in no manner whatsoever be construed to confer upon members of the Bargaining Unit any right or privilege to utilize for any personal or non-departmental uses any Police Department vehicle. If a member is given authorization to drive a Police Department vehicle between the member's personal residence and place of work, such authorization will not be revoked solely on account of any violation of Police Department policies that are entirely unrelated to the ownership, maintenance or use of the vehicle.

SECTION 6: The City shall issue bullet proof vests and replace said vests within five (5) years. The Bargaining Unit shall have the right to make recommendations on the type of bullet

proof vests; however the final decision shall be made by the City, in its discretion, but after considering the recommendations, if any, of the bargaining unit.

SECTION 7: If the Bargaining Unit requests, the City will discuss with the Bargaining Unit any changes in uniform or equipment. Although not binding upon the City, prior to making any changes the City will consider any recommendations which the Bargaining Unit has presented.

#### **ARTICLE XXII: SICK LEAVE**

The City shall provide sick leave as set forth in Section 6.2 of the Personnel Manual of the City of Gulf Breeze, Florida, on the same basis as provided for all other City employees not members of this Bargaining Unit. This includes rules governing accrual, usage retention and payout upon termination from the City.

#### **ARTICLE XXIII: ASSIGNMENT PAY**

Bargaining Unit members who have been assigned to work as a State Certified Field Training Officer (F.T.O.) or as a School Resource Officer (S.R.O.) as part of their assigned duties shall receive temporary additional compensation as follows:

(a) During the period that the member is assigned to work as an F.T.O., the member shall receive additional compensation of \$300.00 per trainee provided the member completes a minimum of one hundred (100) hours with the trainee as a FTO. No FTO compensation shall be provided to the member if they do not complete the one hundred (100) hour minimum.

(b) During the period that the member is assigned to work as an S.R.O., the member shall receive an additional five percent (5%) of his or her periodic payments of annual base salary.

(c) Annually during the term of this Agreement, the City shall budget \$20,000.00 from the Red Light Camera Fund to pay wages associated with special traffic enforcement activities staffed by members. Said special traffic enforcement activities shall be subject to the development, approval and scheduling of the Chief of Police.

It is recognized and understood that the additional compensation provided in this Article XXIII is temporary and that upon conclusion of an employee's assignment to work as, or during periods when the employee is not working as, a Field Training Officer or School Resource Officer, the employee shall not be entitled to any additional compensation pursuant to this Article.

#### **ARTICLE XXIV: BONUSES**

SECTION 1: The City shall pay a bonus to members of the Bargaining Unit on the same basis as it does for City employees not members of the Bargaining Unit.

## ARTICLE XXV: PROMOTIONAL PROCESS/TRANSFERS

SECTION 1: Promotional Process: Whenever an opening exists in the rank of Sergeant classification, the City will create a list which will result in a ranking of members of the Gulf Breeze Police Department for use in filling the open position:

(a) A written examination will be administered to those employees of the Gulf Breeze Police Department who have a minimum of three (3) years law enforcement experience and who otherwise meet all other requirements for the position of Sergeant. The City will provide forty-five (45) days advance notice of the examination. The notice will indicate the areas from which the examination was developed.

(b) A score of seventy percent (70%) or greater will be required in order to pass the examination. Those individuals who pass the examination will qualify for subsequent examination by the Oral Board (see paragraph (c), below). If less than three (3) employees pass the exam, the exam may be given to employees of the Gulf Breeze Police Department who have less than three (3) years law enforcement experience, provided that such employees otherwise meet all other requirements for the position of Sergeant.

(c) Those employees who pass the written examination pursuant to paragraph (b), above, will be eligible to be interviewed by an Oral Board, the members of which will be selected by the Chief of Police. The members of the Oral Board shall not be employees of the Gulf Breeze Police Department, but must be active law enforcement officers. The Oral Board will provide a numeric score for each employee interviewed. Those employees interviewed by the Oral Board will be ranked in order of quantified performance. The ranking shall be based upon seventy-five percent (75%) of the employee's written examination score and twenty-five percent (25%) of the employee's interview score by the Oral Board.

(d) The names of the three highest ranked employees will be submitted to the Chief of Police. If the City hires someone from within the Gulf Breeze Police Department to fill the open Sergeant position, such person shall be selected from the said three (3) individuals. However, the City shall retain the right to hire, at its sole discretion, someone from outside the Gulf Breeze Police Department in lieu of any of the aforesaid three (3) candidates.

(e) The foregoing list of three (3) names shall be created only when there exists an opening for a Sergeant's position. The list created pursuant to the foregoing procedure shall be applicable only for purposes of filling the then open Sergeant's position. This list shall not be used to fill a subsequent opening, rather the process as set forth in paragraphs (a) through (d), above, shall be utilized for each subsequent opening.

SECTION 2: Transfers. All openings for lateral transfers shall be posted at least two (2) weeks prior to selection. The job description and qualifications shall be posted as part of the

announcement. The Chief of Police shall appoint an Oral Board that provides a ranked order list based upon the interview and qualifications of the candidates. The Chief of Police shall make the final selection.

## **ARTICLE XXVI: SENIORITY/LAY OFFS**

SECTION 1. The City agrees that seniority shall consist of continuous accumulated paid service with the City.

SECTION 2. Seniority shall be computed from the date of hire and shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

SECTION 3. Seniority will be used to determine the following:

1. Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

2. For the purposes of filling a vacancy in any unit (non-promotional vacancy), seniority will be considered along with skills, abilities, the requirements of the job, and any other relevant factors or considerations.

SECTION 4. In the event of a lay off for any reason, an employee's seniority shall be considered along with other relevant factors in determining which employee(s) will be laid off.

SECTION 5. Employees shall be notified of their recall to work by registered letter mailed to their address of record and shall be given twenty (20) calendar days to return to work. A recalled employee shall notify the employer in writing within ten (10) calendar days of receipt of the recall letter of the employee's intent to return to work.

SECTION 6. To the extent required by law and allowed by the City's plan or policy for health insurance then in effect, an employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the lay-off provided that premiums for such insurance programs if available under the Insurance Policy, shall be paid by the employee on a monthly basis in advance of the month due.

SECTION 7. A member's seniority shall cease upon his/her termination, whether voluntary or involuntary.

**ARTICLE XXVII: AMENDMENTS**

This Agreement may be amended at any time by the mutual consent of the parties, but no amendment shall be of any force or effect until placed in writing and executed by each party hereto.

**ARTICLE XXVIII: SEVERABILITY AND WAIVER**

SECTION 1: Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement such that in the event that any clause or clauses shall be finally determined to be in violation of any law, then and in that event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

SECTION 2: The exercise or non-exercise of the rights covered by this Agreement by the City or the F.O.P. shall not be deemed to waive any such right of the exercise of them in the future.

**ARTICLE XXIX: DURATION, MODIFICATION AND TERMINATION**

The Agreement shall be effective as of October 1, 2015, and shall continue in full force and effect until September 30, 2018. The parties hereto agree that the terms of this Agreement shall supersede the terms of that certain Collective Bargaining Agreement between the parties that was effective as of October 12, 2013.

At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intent to modify, amend or terminate the Agreement.

Failure to notify the other party of intention to modify, amend or terminate as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

CITY OF GULF BREEZE, FLORIDA

BY: \_\_\_\_\_  
Edwin A. Eddy, City Manager

Attested to by:

\_\_\_\_\_  
Leslie Guyer, City Clerk

FLORIDA STATE LODGE OF THE  
FRATERNAL ORDER OF POLICE

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT "A" EMPLOYEE ADVANCEMENT INCENTIVE PLAN**

### Employee Advancement Incentive Plan -- Police Officer Level

This Employee Advancement Incentive Plan allows those members of the Bargaining Unit within the ranks of Police Officer to increase their annual salary through the performance of and/or participation in certain professional, educational and community endeavors. The City recognizes and believes that participation in certain community, educational and professional endeavors is an asset to the Gulf Breeze Police Department and to the community as a whole. Accordingly, this Plan is to provide incentive to those in the ranks of Police Officer to further their community, educational and professional pursuits and reward such Police Officers by providing for salary adjustments as set forth herein.

The rank of Police Officer shall be divided into four levels, to wit: Police Officer Trainee, Police Officer 1, Police Officer 2, and Police Officer 3. Those members of the Bargaining Unit classified as Police Officer 1 who satisfy all of the requirements for Police Officer 2 shall thereupon be promoted to the classification of Police Officer 2 and said member's then current annual salary shall automatically be increased by five percent (5%). Those members of the Bargaining Unit classified as Police Officer 2 who satisfy all of the requirements for Police Officer 3 shall thereupon be promoted to the classification of Police Officer 3 and said member's then current annual salary shall automatically be increased by five percent (5%).

#### **Police Officer Trainee.**

Entry level officers will be classified as a Police Officer Trainee. In order to advance to the rank of Police Officer 1, a Police Officer Trainee must satisfactorily complete the Field Training and Evaluation Program, all other mandatory training, and a probationary period with the Gulf Breeze Police Department. Furthermore, in order to be promoted to the position of Police Officer 1, a Police Officer Trainee must receive a "Satisfactory" rating upon his or her annual and periodic evaluations occurring during the twelve month probationary period. A Police Officer Trainee is a probationary position and may be terminated, with or without cause, at any time during the probationary period. A Police Officer Trainee's probationary period shall be at least one year and may be extended at the discretion of the Chief of Police for such period of time as the Chief of Police deems appropriate. A Police Officer Trainee shall be deemed to be on probationary status during the entire term that he or she holds the rank of Police Officer Trainee. Upon being promoted to the rank of Police Officer 1, the member shall have the right to seek advancement and promotion to the rank of Police Officer 2.

#### **Requirements to Achieve the Rank of Police Officer 2.**

In order to achieve and be promoted to the rank of Police Officer 2, a Police Officer 1 must:

- (a) complete two years in the rank of Police Officer 1, maintain at least a "Overall Satisfactory" rating upon his or her annual and periodic evaluations during the two year period immediately preceding promotion to Police Officer 2, and complete all required training;
- (b) obtain at least eight points from the categories "Education" and/or "Military" as set forth in the Point Eligibility Schedule, below;
- (c) obtain at least four points from the category "Special State Certifications" as set forth in the Point Eligibility Schedule below, 24 hour courses will count towards Special State Certifications and will earn 1 point; and
- (d) obtain at least three points from the category "Major Involvement" as set forth in the Point Eligibility Schedule, below, provided, however, members may not acquire all such points from one subcategory, rather

points must be accumulated in at least two subcategories (i.e. "Committees," "Community/Social Service Projects" and "Assignment Responsibilities").

### **Requirements to Achieve the Rank of Police Officer 3.**

In order to achieve and be promoted to the rank of Police Officer 3, a Police Officer 2 must:

(a) complete two years in the rank of Police Officer 2, maintain an "Overall Satisfactory" rating upon his or her annual and periodic evaluations during the two year period immediately preceding promotion to Police Officer 3, and complete all required training;

(b) obtain at least eight points from the category "Special State Certifications" as set forth in the Point Eligibility Schedule below, 24 hour courses will count towards Special State Certifications and will earn 1 point; and

(c) obtain at least five points from the category "Major Involvement" as set forth in the Point Eligibility Schedule, below, provided, however, members may not acquire all such points from one subcategory, rather points must be accumulated in at least two subcategories (i.e. "Committees," "Community/Social Service Projects" and "Assignment Responsibilities"); and

(d) obtain at least eight points from the category "Electives" as set forth in the Point Eligibility Schedule, below.

Points accumulated for advancement from the rank of Police Officer 1 to the rank of Police Officer 2 may also be counted for purposes of subsequent advancement from the rank of Police Officer 2 to the rank of Police Officer 3.

### **Point Eligibility Schedule**

#### **Education**

College Credit Hours:

1 point = 5.0 Semester Hours\*

1 point = 7.5 Quarter Hours\*

1 point = 80 Vocational/Technical Hours\*\*

Master Degree\*: 10 points

Doctorate Degree\*: 12 points

\* Hours and/or degree must be from fully accredited college or university.

\*\* Vocational/Technical Hours are creditable for department approved criminal justice training at George Stone Area Vocational - Technical Center and other department approved continuing education classes

#### **Military**

Points by rank at time of Honorable discharge:

O1-06 10 points

E9 9 points

E8 8 points

E7	7 points
E6	6 points
E5	5 points
E4	4 points
E3	3 points
E2	2 points
E1	1 point

**Special State Certifications**

Instructor Techniques	2 Points
Training Instructor	2 points
Radar/Laser Instructor	2 points
Firearms Instructor	2 points
Interview and Interrogations	1 Point
Canine	1 point
Traffic/Homicide Investigations	1 point
Latent Print Identification	1 point
DARE/GREAT/SRO	1 point
Field Training Officer	1 point
Polygraph/Voice Stress Examiner	1 point
Intoxilyzer Operator	1 point
Others (upon approval of Chief of Police)	1 point

**Major Involvement**

**1) Committees:**

Compensation Plan	2 points
Accreditation	2 points
Accident Review	1 point
Safety	1 point
Use of Force	1 point

**2) Community/Social Service Projects:**

Military: Active Reserves	1 point
National Guard	1 point
Sports Team (Coach)	1 point for every 1 year of service
Civilian Non-Profit	1 point for every 1 year of service
Others	.25 - 1 point (based on decision of the Chief of Police)

**3) Assignment Responsibilities:**

Field Training Officer	1 point
Patrol Crime Scene	1 point
DARE/GREAT/SRO	1 point
Training Instructor	1 point
Investigations Division	1 Point

Canine	1 point
Traffic/Homicide Inv.	1 point
Others	.5 point (based on decision of the Chief of Police)

**Electives**

Officer of the Year	1 Point
Prior Law Enforcement	1 point each 5 years, Maximum 2 points
Safe Driving Record	1 point each 2 consecutive years
Sick Leave Use	1 point 3 days or less for 2 consecutive years

**Department Recognition:**

Letter Commendation	.5 point each
Community Involvement	1 point each
Administrative Service	1 point each
Excellent Police Service	1 point each
Life Saving Commendation	2 points each
Meritorious Duty Commendation	2 points each
Valor Commendation	4 points each
Other (based on decision of Chief of Police)	2 points maximum

## **EXHIBIT "B" EMPLOYEE ADVANCEMENT INCENTIVE PLAN**

### Employee Advancement Incentive Plan – Sergeant Level

The rank of Sergeant shall be divided into three levels, to wit: Sergeant Class 1, Sergeant Class 2, and Sergeant Class 3. Those members of the Bargaining Unit classified as Sergeant Class 1 who satisfy all of the requirements for Sergeant Class 2 shall thereupon be promoted to the classification of Sergeant Class 2 and said member's then current annual salary shall automatically be increased by five percent (5%). Those members of the Bargaining Unit classified as Sergeant Class 2 who satisfy all of the requirements or Sergeant Class 3 shall thereupon be promoted to the classification of Sergeant Class 3 and said member's then current annual salary shall automatically be increased by five percent (5%).

#### **Sergeant Class 1.**

Entry level sergeants will be classified as a Sergeant 1 upon initial advancement to Sergeant. In order to maintain the rank of Sergeant 1, a Sergeant 1 must satisfactorily complete the Field Training and Evaluation Program for the rank of Sergeant, all other mandatory training, and a probationary period as Sergeant with the Gulf Breeze Police Department.

The Sergeant must maintain an overall "Satisfactory" rating upon his or her evaluations occurring during the probationary period. The probationary period may be extended at the discretion of the Chief of Police for such period of time as the Chief of Police deems appropriate.

#### **Requirements to Achieve the Rank of Sergeant 2.**

In order to achieve and be promoted to the rank of Sergeant 2, a Sergeant 1 must:

(a) complete two years in the rank of Sergeant 1, maintain at least an overall "Satisfactory" rating upon his or her annual and periodic evaluations during the two year period immediately preceding promotion to Sergeant 2, and complete all required training;

(b) obtain at least eight points from the categories "Education" and/or "Military" as set forth in the Point Eligibility Schedule, below;

(c) obtain at least ten points from the category "Special State Certifications" as set forth in the Point Eligibility Schedule, below; and

(d) obtain at least five points from the category "Major Involvement" as set forth in the Point Eligibility Schedule, below; and

(e) obtain at least eight points from the category "Electives" as set forth in the Point Eligibility Schedule below.

#### **Requirements to Achieve the Rank of Sergeant 3.**

In order to achieve and be promoted to the rank of Sergeant 3, a Sergeant 2 must:

(a) complete three years in the rank of Sergeant 2, maintain an overall "Satisfactory" rating upon his or her annual and periodic evaluations during the two year period immediately preceding promotion to Sergeant 3, and complete all required training;

(b) obtain at least ten points from the categories "Education" and/or "Military" as set forth in the Point Eligibility Schedule, below;

(c) obtain at least twelve points from the category "Special State Certifications" as set forth in the Point Eligibility Schedule, below;

(d) obtain at least seven points from the category "Major Involvement" as set forth in the Point Eligibility Schedule, below

(e) obtain at least twelve points from the category "Electives" as set forth in the Point Eligibility Schedule, below.

Points accumulated for advancement from the rank of Sergeant 1 to the rank of Sergeant 2 may also be counted for purposes of subsequent advancement from the rank of Sergeant 2 to the rank of Sergeant 3.

### **Point Eligibility Schedule**

#### **Education**

College Credit Hours:

1 point = 5.0 Semester Hours\*

1 point = 7.5 Quarter Hours\*

1 point = 80 Vocational/Technical Hours\*\*

Bachelor Degree*	8 points
Master Degree*	10 points
Doctorate Degree*	15 points

\* Hours and/or degree must be from accredited college or university.

\*\* Vocational/Technical Hours are creditable for department approved criminal justice training at George Stone

Area Vocational - Technical Center and other department approved continuing education classes

#### **Military**

Points by rank at time of Honorable discharge:

O1-06	10 points
E9	9 points
E8	8 points
E7	7 points
E6	6 points
E5	5 points
E4	4 points
E3	3 points
E2	2 points
E1	1 point

#### **Special State Certifications - Training**

FBI N/A	3 points
Canine	2 points
Traffic/Homicide Investigations	2 points
General instructor/Training Instructor	2 points
Radar/Laser Instructor	1 point

Firearms Instructor	1 point
Dare/Great/SRO	1 point
Field Training Officer	1 point
Advanced Interview and Interrogations	1 point
Voice Stress Examiner	1 point
Intoxilyzer Operator	1 point
FTO Civil Liability	1 point
Managing the FTO Program	1 point
Middle Management	1 point
Line Supervision	1 point
FDLE Leadership Program	1 point
Others (upon approval of Chief of Police)	1 point

**Major Involvement**

1) Committees:

Compensation Plan	1 point
Accreditation	1 point
Accident Review	1 point
Safety	1 point
Use of Force	1 point

2) Community/Social Service Projects:

Military: Active Reserves	1 point
National Guard	1 point
Sports Team (Coach)	.5 point for every 1 year of service
Civilian Non-Profit	.5 point for every 1 year of service
Others (based on decision of the Chief of Police)	.5 point

3) Assignment Responsibilities:

FTO Supervisor	1 point
Training Instructor	1 point
Accreditation	1 point
Traffic/Homicide Investigations	1 point
Vehicle Maintenance	1 point
CIT	1 point
Law Enforcement Challenge	1 point
Investigations	1 point
VIPS Supervisor	1 point
Others (based on decision of the Chief of Police)	.5 point ( <i>special assignments</i> )

**Electives**

Prior Law Enforcement	1 point each 5 years, Maximum 3 points
Safe Driving Record	1 point each 2 consecutive years
Sick Leave Use	1 point 5 days or less per year

**Department Recognition**

Letter Commendation	1 point each
Community Involvement	1 point each
Life Saving Commendation	2 points each

Meritorious Duty Commendation  
Valor Commendation

2 points each  
4 points each



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: July 9, 2015

Subject: Invoice Payment to Galloway/Johnson/Tompkins/Burr and Smith (GJTBS)

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On September 15, 2014, the City Council approved the use of Galloway/Johnson Law Firm (GJTBS) for the Catawba Street Right-of-Way litigation.

We have received Invoice No. 312951 in the amount of \$1,669.48 for professional services through May 31, 2015 from GJTBS.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 312951 IN THE AMOUNT OF \$1,669.48 TO GJTBS.**



GALLOWAY  
JOHNSON  
TOMPKINS  
BURR AND  
SMITH

---

Texas ■ Louisiana ■ Missouri ■ Mississippi ■ Alabama ■ Florida ■ Georgia

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**J. MICHAEL GRIMLEY, JR.**  
Director  
Licensed in Florida and Louisiana  
mgrimley@gjtbs.com

118 E. Garden Street  
Pensacola, Florida 32502  
Tel: 850-436-7000  
Fax: 850-436-7099  
[www.gjtbs.com](http://www.gjtbs.com)

June 25, 2015  
Electronic Mail

City of Gulf Breeze  
Post Office Box 640  
Gulf Breeze, FL 32562

Re: John Reese, Peter Peters and Mitzi Peters v. City of Gulf Breeze  
Case No.: 2013 CA 000838  
Our File No.: FL8352-3

Dear Mr. Eddy:

We have enclosed our invoice for professional services rendered and costs incurred in handling the above referenced matter for the period through May 31, 2015. This invoice is provided for your review only. We have sufficient funds in trust to pay the bill.

With best regards, I am,

Cordially,

*/c/ J. Michael Grimley*

J. Michael Grimley

JMG/dsj  
Enclosure (GJTBS #312951)



Galloway, Johnson,  
Tompkins, Burr and  
Smitt  
Attorneys at Law  
P.C.

701 Poydras Street, 40th Floor  
New Orleans, LA 70139  
Telephone: (504) 525-6802  
Fax: (504) 525-2456  
<http://www.gjtbs.com>  
Federal Tax I.D. No.: 72-1089568

Edwin A. Eddy  
City of Gulf Breeze Attorney  
504 N. Baylen Street  
Pensacola, FL 325013904

June 25, 2015  
Client: FL8352  
Matter: 000003  
Invoice #: 312951  
Resp. Atty: MG  
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through May 31, 2015

Total Services	\$1,471.50
Total Disbursements	\$197.98
Total Current Charges	\$1,669.48
Previous Balance	\$4,625.00
Less Payments	(\$4,625.00)
<b><del>PAY THIS AMOUNT</del></b>	<b><del>3,622.98</del></b>

**Wire Instructions**

**Bank Name:** Capital One Bank  
**Address:** 313 Carondelet Street, New Orleans, LA 70130  
**Acct No.:** 812301764  
**ABA No.:** 065000090  
**Swift Code:** HIBKUS44  
**For Account of:** Galloway, Johnson, Tompkins, Burr and Smitt

*Due Upon Receipt. Please include the invoice number on all remittance. Thank you.*



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 New Orleans, LA 70139  
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 504 N. Baylen Street  
 Pensacola, FL 325013904

June 25, 2015  
 Client: FL8352  
 Matter: 000003  
 Invoice #: 312951  
 Resp Atty: MG  
 Page: 1

RE: Reese-Peters

For Professional Services Rendered Through May 31, 2015

**SERVICES:**

Date	Person	Description of Services	Hours	Rate	Amount
04/10/2015	JFT	Receipt and review invoice from Anchor Court Reporting.	0.10	\$95.00	\$9.50
05/01/2015	BJZ	Evaluate the case status and plan of action regarding the motion for summary judgement argument and hearing dates.	0.40	\$195.00	\$78.00
05/01/2015	JFT	Analyze file regarding Motion for Summary Judgement as it relates to updated litigation strategy.	0.20	\$95.00	\$19.00
05/06/2015	BJZ	Supplemented motion for summary judgement argument regarding the timeline of events as to dedication, quit claim deeds, prior litigation and recording of the deed by the City, and the impact on plaintiff's claim of ownership.	2.30	\$195.00	\$448.50
05/11/2015	BJZ	Supplement motion for summary judgement against Peters regarding the legal requirements of deeds.	0.70	\$195.00	\$136.50
05/12/2015	BJZ	Additional analysis on the deed interpretation regarding the inclusion in the motion for summary judgement argument section.	0.60	\$195.00	\$117.00
05/12/2015	BJZ	Supplement motion for summary judgement argument regarding the deed interpretations as guideline for court's analysis of property owned by plaintiffs.	0.70	\$195.00	\$136.50
05/18/2015	BJZ	Evaluate the potential conflict of interest issues related to the law firm's involvement as an expert witness.	0.40	\$195.00	\$78.00
05/18/2015	BJZ	Analyze the applicable Florida statutes on the form of deeds and interests conveyed to include in the motion for summary judgement argument.	0.60	\$195.00	\$117.00

June 25, 2015  
 Client: FL8352  
 Matter: 000003  
 Invoice #: 312951  
 Resp Atty: MG  
 Page: 2

**SERVICES:**

Date	Person	Description of Services	Hours	Rate	Amount
05/25/2015	BJZ	Supplemented the motion for summary judgment arguments regarding the description of similar deeds involving the plaintiff's family members and others prepared by a retained expert.	1.70	\$195.00	\$331.50
Total Professional Services			7.70		\$1,471.50

**PERSON RECAP:**

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	7.40	\$195.00	\$1,443.00
JFT Jamie F. Thurman	0.30	\$95.00	\$28.50

**DISBURSEMENTS:**

Date	Description of Disbursements	Amount
04/10/2015	Legal Research WESTLAW	\$197.98
Total Disbursements		\$197.98

Total Services	\$1,471.50
Total Disbursements	\$197.98
Total Current Charges	\$1,669.48
Previous Balance	\$4,625.00
Less Payments	(\$4,625.00)

**PAY THIS AMOUNT**

**\$1,669.48**

**Billing History:**

	Current Invoice	Since Inception	Total	Payments to Date
Services	\$1,471.50	\$30,118.00	\$31,589.50	\$30,118.00
Disbursements	\$197.98	\$592.41	\$790.39	\$592.41
<b>Total</b>	<b>\$1,669.48</b>	<b>\$30,710.41</b>	<b>\$32,379.89</b>	<b>\$30,710.41</b>

**Wire Instructions**

Bank Name: Capital One Bank  
 Address: 313 Carondelet Street, New Orleans, LA 70130  
 Acct No.: 812301764  
 ABA No.: 065000090  
 Swift Code: HIBKUS44  
 For Account of: Galloway, Johnson, Tompkins, Burr and Smitt

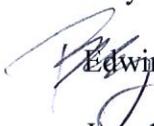
**Due Upon Receipt. Please include the invoice number on all remittance. Thank you.**



# City of Gulf Breeze

Office of City Manager

## Memorandum

**To:** Mayor and City Council  
**From:**  Edwin A. Eddy, City Manager  
**Date:** June 17, 2015  
**Subject:** **Private Attorney – Client Meeting**

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As the City Council and the City Attorney discussed at a recent Council meeting, a private attorney-client meeting has been scheduled for Monday, July 20, 2015 at the end of the Regular Council meeting.

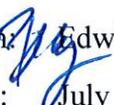


# City of Gulf Breeze

Office of City Manager

## MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: July 10, 2015

Subject: Inducement Resolutions for Loans from 1985 Loan Pool Program

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The City was able to secure \$3M via a line of credit from BB&T in December of 2012 to purchase Tiger Point. (Of the \$3M, \$2.755M was disbursed at closing and the balance was used for other expenses associated with closing and immediate improvements to Tiger Point) We have been paying interest only on this line of credit.

It is necessary to establish an actual loan to begin paying principal and to release the encumbrance on GBFS investments which made the line of credit possible.

In addition, the City should make part of the overall borrowing for Tiger Point the \$3M to \$3.5M in capital expenditures made in support of Tiger Point. For example the City replaced mowing equipment, repaired the club house and repaired bulkheads and seawalls at Tiger Point immediately after the purchase.

In total, the City should borrow \$6.0M to 6.5M for the purchase and repair of Tiger Point.

The City should also consider borrowing \$2.5M to finance the costs of the initial round of storm water improvement projects that will be underway in the Fall of 2015 and into 2016. These projects include the expansion of the project to Dracena Way and Russ Drive and the 30" gravity outfall pipe. The other major stormwater project pending may address the north end of the Gilmore/San Carlos/York area.

To start processes necessary to complete these loans, the Council must consider adoption of inducement resolutions to borrow money from the Gulf Breeze 1985 Loan Program. The loan for Tiger Point will be created by one resolution and the loan for stormwater improvements will be covered under another resolution.

(850) 934-5100 • FAX (850) 934-5114

POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562