

**GULF BREEZE CITY COUNCIL  
EXECUTIVE MEETING AGENDA**

**DECEMBER 16, 2015  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS**

1. **ROLL CALL**

2. **PROCLAMATIONS AND PRESENTATIONS**

None.

3. **RESOLUTION AND ORDINANCES**

Approval of Ordinance No. 01-16 amending the City's noise ordinance with regards to construction and demolition hours on first reading on December 21, 2015, and hold a public hearing and second reading on January 4, 2016

Approval of Resolution 34-15 adopting a revised and restated International City Managers Association Retirement Corporation 401 money purchase plan

4. **ACTION AGENDA ITEMS**

A. Approval of Development Review Board Recommendation:

Samuel and Enid Wilson, 254 Fairpoint Drive, Gulf Breeze, FL  
Request to construct a seawall

John and Tara Turk, 4 Highpoint Drive, Gulf Breeze, FL  
Request to construct a residential pier and seawall

B. Approval of a Special Event Application from Pensacola Sports Association for the Double Bridge Run on February 13, 2016

C. Approval for Purchase of 2015 Ford Police Interceptor sedan and 2016 Ford Police Interceptor Utility vehicle in the amount of \$73,773.87 and declaring 2005 Ford F150 pickup, 2007 Ford Crown Vic, and 2009 Ford Crown Vic as surplus and authorizing disposal through govdeals.com

D. Approval of Purchase of five portable radios and one mobile radio from Motorola in the amount of \$24,428.47 for the Gulf Breeze Fire Department

- E. Approval of payment of annual dues for West Florida Regional Planning Council (Transportation Planning Organization - TPO) in the amount of \$221.00 and Bay Area Resource Council (BARC) in the amount of \$1,500
- F. Approval of installation of a rubberized speed hump at the 1300 block of Soundview Trail
- G. Approval for Renewal of Google licensing
- H. Authorization for the City Attorney to contact the Coe Estate to discuss modification/clarification of the deed restrictions for 417 Fairpoint Drive
- I. Reaffirmation of the City's acceptance of the donation of two lots on Soundview Trail from Quint and Rishy Studer and directing the City attorney to finalize the necessary documentation for the Mayor's signature
- J. Authorization for Staff and the City Attorney to research actions necessary to establish a policy relative to hours of use for access ways near the water
- K. Authorization to obtain additional analysis for the Police Department facility

5. **NEW ITEMS**

6. **INFORMATION ITEMS**

7. **PUBLIC FORUM**

8. **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

## MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: December 7, 2015

SUBJECT: **CONSTRUCTION NOISE**

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At the December 2, 2015 City Council Executive Session, the City Council discussed adjusting the City's excessive sound regulations as it pertains to noises associated with construction and demolition. The discussion arose after recent complaints from citizens. Per the City Council's direction staff has prepared Ordinance 01-16 for review.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE ORDINANCE 01-16 ON FIRST READING ON DECEMBER 21, 2015 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON JANUARY 4, 2016.**

**ORDINANCE NO. 01-16**

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO NOISE AND EXCESSIVE SOUND; AMENDING SECTION 8-83(D)(5) OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 2(b), Article VIII of the State Constitution provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and,

**WHEREAS**, the City of Gulf Breeze has the responsibility to protect the health safety and welfare of its residents and visitors; and,

**WHEREAS**, the City of Gulf Breeze had adopted certain rules and regulations relative to excessive noise and noise pollution; and,

**WHEREAS**, the City Council has recently received complaints from citizens regarding construction on weekends; and,

**WHEREAS**, the City Council finds that it is in the public's interest to adjust the prohibited times and days of the week associated with construction and demolition activity.

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

**SECTION 1** - Section 8-83(d)(5) is hereby amended to read as follows:

- (5) *Construction and demolition.* No person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition work between the hours of 9:00 p.m. and 7:00 a.m. the following day **on Sunday through Thursday and 9:00 p.m. and 8:00 a.m. the following day on Friday and Saturday** such that the sound therefrom creates a noise disturbance across a real property boundary, except for emergency work by public service utilities or for other work approved by the city manager. This section shall not apply to the use of domestic power tools as provided below.

**SECTION 2 - SEVERABILITY**

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

**SECTION 3 - CONFLICT**

The provisions of this Ordinance shall be deemed to control and prevail over any ordinance or portion thereof in conflict with the terms hereof.

**SECTION 4 - EFFECTIVE DATE**

This Ordinance shall become effective upon its adoption by the City Council.

PASSED ON THE FIRST READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2016.

ADVERTISED ON THE \_\_\_ DAY OF \_\_\_\_\_, 2016.

PASSED ON THE SECOND READING ON THE \_\_\_ DAY OF \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Lesile Guyer, City Clerk

# City of Gulf Breeze

## Memorandum

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

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

**Date:** 12/7/2015

**Subject:** ICMARC 401

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Since 1993 the City has offered certain employees an ICMARC 401 plan as a retirement plan option. The IRS has a six-year review schedule of these types of plans. ICMARC updated their plan documents for review in 2012. The plan incorporated amendments for legislative and regulatory changes since the prior review. Last year, ICMARC received favorable opinion letters on the changes. Please note that these changes do not impact how the City contributes to the plan and the costs associated with offering this retirement option.

In the past, ICMARC has relied on a negative adoption process. Plan sponsors (employers) did not have to take any action to adopt the new plan. This time however, the IRS has instructed ICMARC that plan sponsors need to execute a new adoption agreement by April 30, 2016. Enclosed is resolution 34-15 which approves the amended and restated ICMARC 401 money purchase plan and trust.

Once the City Council approves this resolution, staff will remit a copy to ICMARC as required. I recommend that it be presented to the City Council for their consideration and approval. Please do not hesitate to contact me if you have any questions.

**Recommendation:** That the City Council approve Resolution 34-15 adopting a revised and restated ICMARC 401 money purchase plan as presented and authorize the Mayor to execute said plan on behalf of the City.

Enclosures

**RESOLUTION 34-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, CONTINUING PARTICIPATION IN THE INTERNATIONAL CITY MANAGERS ASSOCIATION RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST, PLAN NUMBER 109220.**

**WHEREAS**, the City of Gulf Breeze has employees who render valuable services; and

**WHEREAS**, the City has established a qualified retirement plan for certain employees that serves the interest of the City by enabling it to provide reasonable retirement security for those employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and,

**WHEREAS**, the City has determined that the continuance of the qualified retirement plan will serve these objectives.

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

Section 1: That the City of Gulf Breeze hereby amends and restates its participation in the qualified retirement plan (the "Plan") known as the "ICMA Retirement Corporation Governmental Money Purchase & Trust, Plan number 109220."

Section 2. That the Mayor is authorized to execute the amended and restated Plan on behalf of the City.

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

CITY OF GULF BREEZE, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

\_\_\_\_\_  
Leslie A. Guyer, City Clerk or  
Stephanie Lucas, City Clerk

**ICMA RETIREMENT CORPORATION  
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST  
ADOPTION AGREEMENT**

Plan Number 109220

The Employer hereby establishes a Money Purchase Plan and Trust to be known as City of Gulf Breeze  
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes                       No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

City of Gulf Breeze

I. **Employer:** City of Gulf Breeze

**II. Effective Dates**

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: \_\_\_\_\_

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:  
\_\_\_\_\_

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

**III. Plan Year will mean:**

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on April 5th and each anniversary thereof.

**IV. Normal Retirement Age shall be age 65.0 (not to exceed age 65).**

*Important Note to Employers:* Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

## V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) City Manager, Deputy Manager & CTA Director

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

## VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

**Fixed Employer Contributions With or Without Mandatory Participant Contributions.** (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 12.5% of Earnings or \$ \_\_\_\_\_ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required  are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes  No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes                       No

Contribution Schedule.

- (i) \_\_\_\_\_% of Earnings,
- (ii) \$ \_\_\_\_\_, or
- (iii) a whole percentage of Earnings between the range of \_\_\_\_\_ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions<sup>1</sup> (pick up is required if Option A is not selected).

Yes                       No (**"Yes" is the default provision under the Plan if no selection is made.**)

- C. Election Window (Complete if Option B is selected):  
Newly eligible Employees shall be provided an election window of \_\_\_\_\_days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant \_\_\_% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed \_\_\_% of Earnings or \$ \_\_\_\_\_. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):  
  
\_\_\_\_\_ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_);

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<sup>1</sup> Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS \_\_\_\_\_% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate \_\_\_\_\_% of Earnings or \$ \_\_\_\_\_).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ \_\_\_\_\_ or \_\_\_\_\_% of Earnings, whichever is \_\_\_\_\_ more or \_\_\_\_\_ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Twice a month

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes       No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

\_\_\_\_\_

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes       No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

\_\_\_\_\_

**VII. EARNINGS**

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime  
 Yes                       No
- 2. Bonuses  
 Yes                       No
- 3. Other Pay (specifically describe any other types of pay to be included below)

**VIII. ROLLOVER PROVISIONS**

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:  
 Yes                       No (*"Yes" is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.  
 Effective Date is \_\_\_\_\_  
*(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)*

**IX. LIMITATION ON ALLOCATIONS**

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.  
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: \_\_\_\_\_
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. \_\_\_\_\_  
*(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)*

## X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

<b>Period of Service Completed</b>	<b>Percent Vested</b>
Zero	100 %
One	100 %
Two	100 %
Three	100 %
Four	100 %
Five	100 %
Six	100 %
Seven	100 %
Eight	100 %
Nine	100 %
Ten	100 %

## XI. WITHDRAWALS AND LOANS

- In-service distributions are permitted under the Plan after a participant attains (select one of the below options):
  - Normal Retirement Age
  - Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
  - Alternate age (after Normal Retirement Age): \_\_\_\_\_
  - Not permitted at any age
- A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
  - Yes
  - No (*"Yes" is the default provision under the plan if no selection is made.*)
- Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)
- In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)
- Loans are permitted under the Plan, as provided in Article XIII of the Plan:
  - Yes
  - No (*"No" is the default provision under the Plan if no selection is made.*)

**XII. SPOUSAL PROTECTION**

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

**XIII. FINAL PAY CONTRIBUTIONS**

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Final Pay shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):  
Accrued unpaid vacation leave an 25% of sick leave

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant \_\_\_\_\_ 12.5 % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_ % (insert fixed percentage of final pay to be contributed) or up to \_\_\_\_\_ % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

**XIV. ACCRUED LEAVE CONTRIBUTIONS**

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: \_\_\_\_\_

**Accrued Leave shall be defined as (select one):**

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):  
\_\_\_\_\_

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of \_\_\_\_\_ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
- For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant \_\_\_\_\_% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute \_\_\_\_\_% (insert fixed percentage of accrued unpaid leave to be contributed) or up to \_\_\_\_\_% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

- XVIII.** The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.
- XIX.** An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

EMPLOYER

ICMA RETIREMENT CORPORATION  
 777 North Capitol St., NE Suite 600  
 Washington, DC 20002  
 800-326-7272

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Matt E. Dannheisser

Print Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

**MINUTES  
DEVELOPMENT REVIEW BOARD  
DECEMBER 8, 2015  
TUESDAY.....6:30 P.M.  
CITY HALL OF GULF BREEZE**

PRESENT

Joe Henderson  
George Williams  
Laverne Baker  
Ramsey Landry

ABSENT

Bill Clark  
Maggie Thorp

STAFF

Shane Carmichael  
Leslie Guyer

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

The City Clerk called roll and gave the invocation and pledge.

After Roll Call, a motion was made by Mrs. Baker to approve the minutes as written. The motion was seconded by Mayor Pro Tem Henderson. The minutes from the meeting of October 6, 2015, were approved unanimously.

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

**PROJECT NO. JMCL3-15-0002: SAMUEL & ENID WILSON, 254 FAIRPOINT DRIVE, GULF BREEZE, FLORIDA, REQUEST TO CONSTRUCT A SEAWALL.**

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 and answered questions. A new set of drawings were presented to the Board showing a tie in to the neighbors existing seawall located east of the applicants lot.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions.

A motion was made by Mayor Pro Tem Henderson to approve the project as submitted. Mr. Ramsey Landry seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the project is classified as a Level III Development and the case would go before the City Council for final approval on December 21, 2015.

**PROJECT NO. JDPL-15-0010: JOHN & TARA TURK, 4 HIGHPOINT DRIVE, GULF BREEZE, FLORIDA, REQUEST TO CONSTRUCT A RESIDENTIAL PIER AND SEAWALL.**

The applicant, John Turk, appeared before the Board and presented his project and answered questions.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions.

A motion was made by Mrs. Baker to approve the project as submitted. Mayor Pro Tem Henderson seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the seawall portion of the project is classified as a Level III Development and the case would go before the City Council for final approval on December 21, 2015.

**PROJECT NO. JDPL2-15-0011: CYNTHIA MASTAW, 1301 SOUNDVIEW TRAIL, GULF BREEZE, FLORIDA, REQUEST TO CONSTRUCT A PLATFORM TO THE RESIDENTIAL PIER.**

The applicant, Cynthia Mastaw, appeared before the Board and presented the project and answered questions.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions. Mr. Carmichael informed the Board that the platform had already been built several weeks ago. The contractor hired by the homeowners to complete the work did not secure the proper permit as required.

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

Chairman Williams requested that staff take note of the contractor that built the platform without obtaining the required permit and fine him accordingly.

**PROJECT NO. JDPL2-15-0012: JAMES AND KIMBERLY FOSTER, 703 STONEWALL DRIVE, GULF BREEZE, FLORIDA, REQUEST APPROVAL TO CONSTRUCT A RESIDENTIAL PIER.**

The applicant, James Foster, appeared before the Board and presented the project and answered questions.

Shane Carmichael, Director of Community Services, advised the Board that the Foster's had previously secured a permit from the DRB six months prior. Due to special circumstances, Mr. Foster was unable to start the project within the allotted six month time period. The applicants are requesting the Board to reissue a second six month permit for the project.

A motion was made by Mayor Pro Tem Henderson to approve the project as submitted. Mrs. Baker seconded the motion. The vote for approval was unanimous.

**OPEN FORUM**      None

**NEW INFORMATION**

Mr. Carmichael advised the Board that a special meeting may need to be held in mid to late January. The special meeting would be for a proposed Assisted Living Facility. Mr. Williams advised the Board is open to the special meeting request. In addition, Mr. Williams requested that the Board be given at least two weeks prior to the meeting to review the project plans.

**ADJOURNMENT:** The meeting was adjourned at 6:57 p.m.

ATTESTED TO:

A handwritten signature in black ink that reads "Leslie Guyer". The signature is written in a cursive style and is positioned above a horizontal line.

Leslie A. Guyer, City Clerk

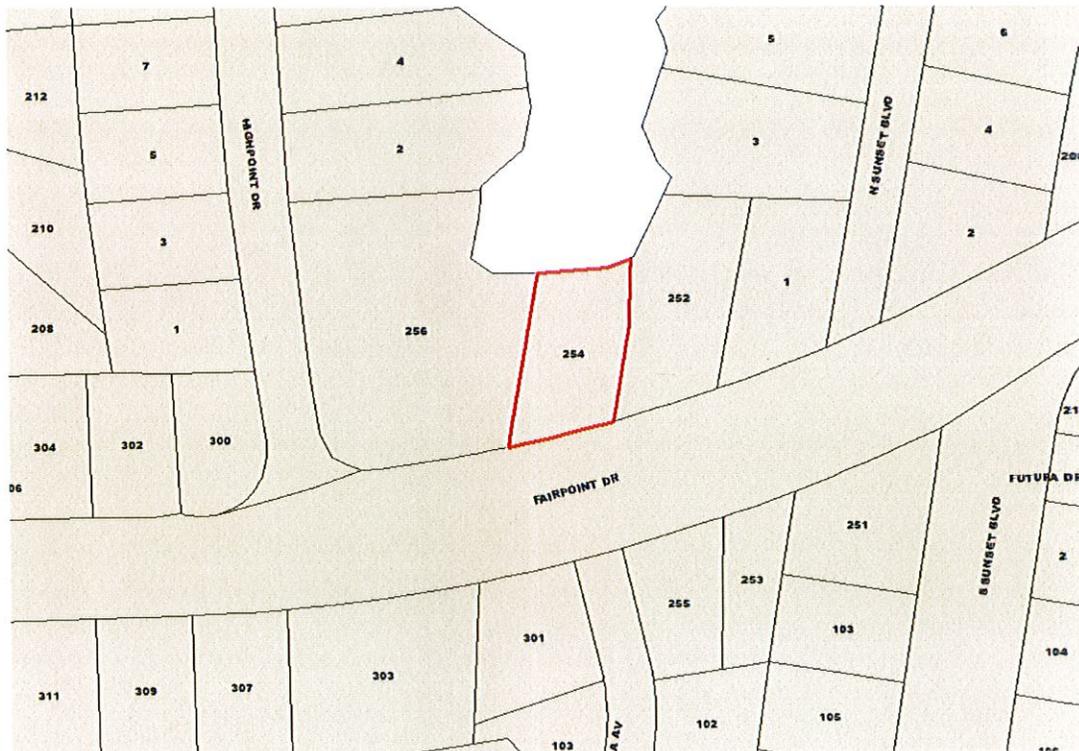


# City of Gulf Breeze

## DEVELOPMENT REVIEW BOARD

### STAFF REPORT

PROJECT NO: **JMCL3-15-0002**  
APPLICATION DATE: **10/21/2015**  
PROJECT INFORMATION: **SEAWALL**  
PROJECT LOCATION: **254 FAIRPOINT DR**



PARCEL INFORMATION: SRC PARCEL ID: **063S290540010000020**  
SUBDIVISION: **CASABLANCA PARCEL #3**  
LOT / BLOCK: **LOT 2 / BLK10**  
SIZE: **0.392 ACRES**  
ZONING: **R1AA**  
FLU: **LDR**  
MISC: **BAYOU FRONT**

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PROPERTY OWNER:       **SAMUEL I & ENID WILSON**  
                                  **254 FAIRPOINT DR**  
                                  **GULF BREEZE, FL 32561**

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AGENT INFORMATION:     **JASON TAYLOR**  
                                  **WETLAND SCIENCES, INC.**  
                                  **3308 GULF BEACH HIGHWAY**  
                                  **PENSACOLA, FL 32507**  
                                  **(850) 453-4700**

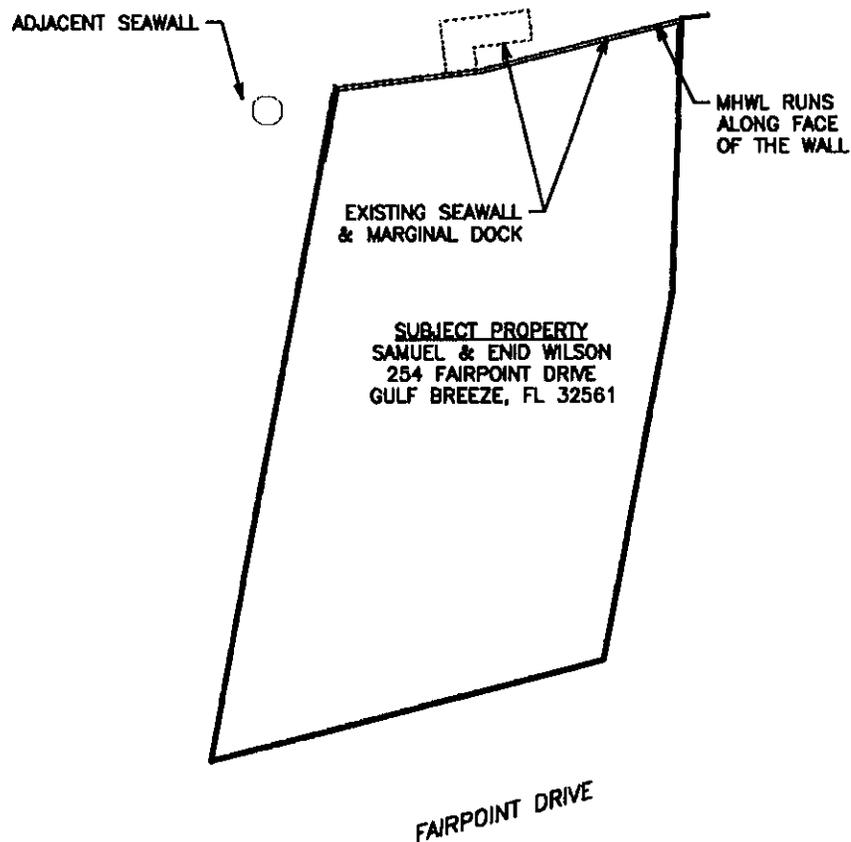
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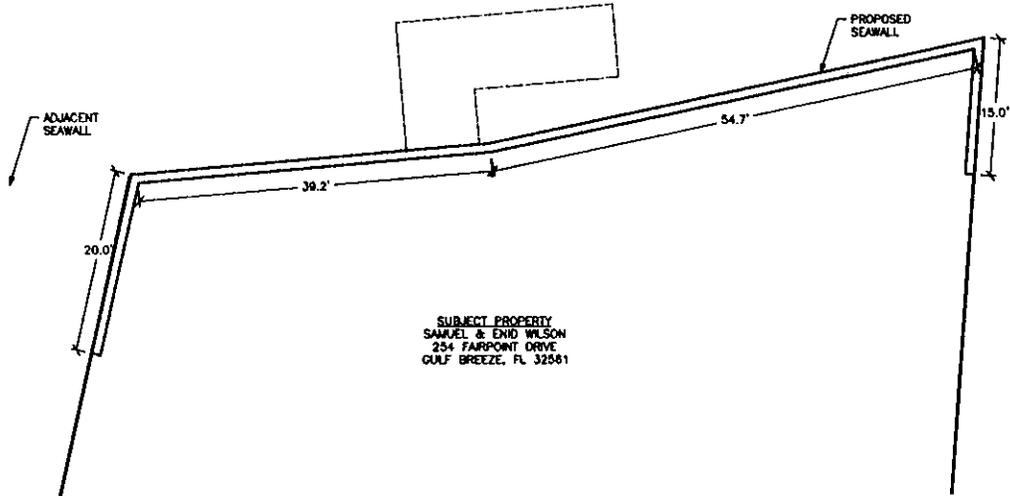
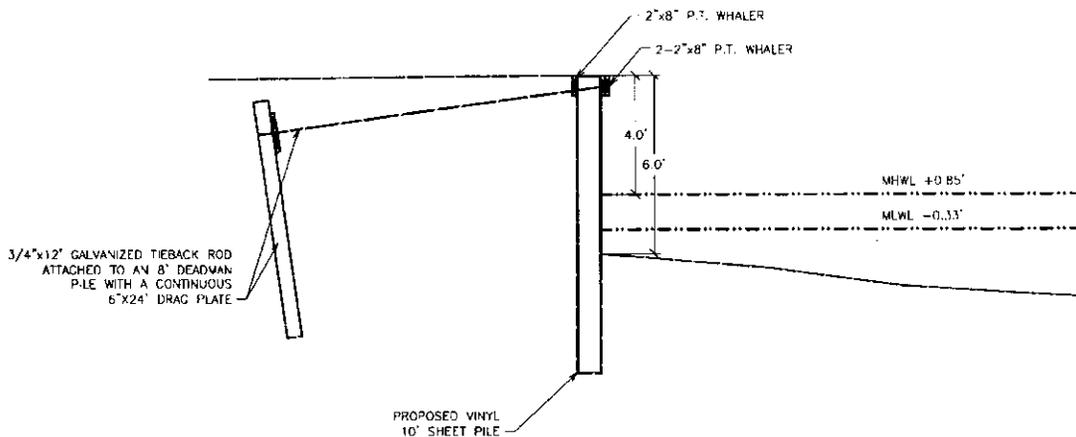
PROJECT DIMENSIONS:   **93.9 FT L X 8 IN W X 4 FT H**

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STAFF COMMENTS:

The applicant is requesting to construct a seawall immediately in front of an existing seawall behind his residence at 254 Fairpoint Dr. The new seawall will be constructed with 10 ft vinyl sheet pile. The height of the wall will be 4 ft above the mean high water line.

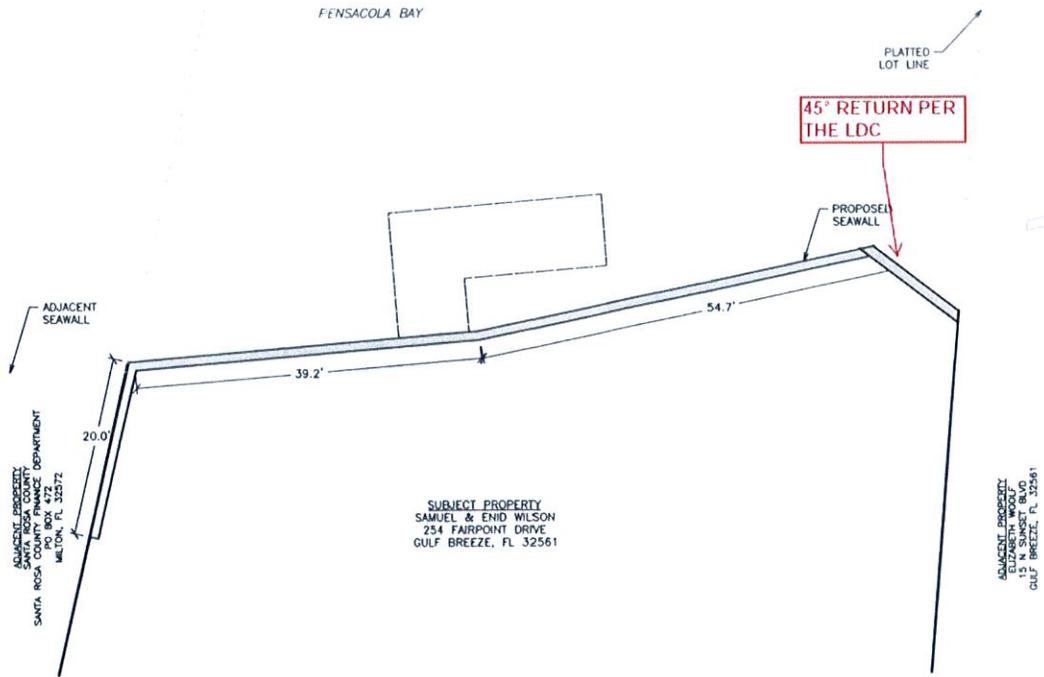


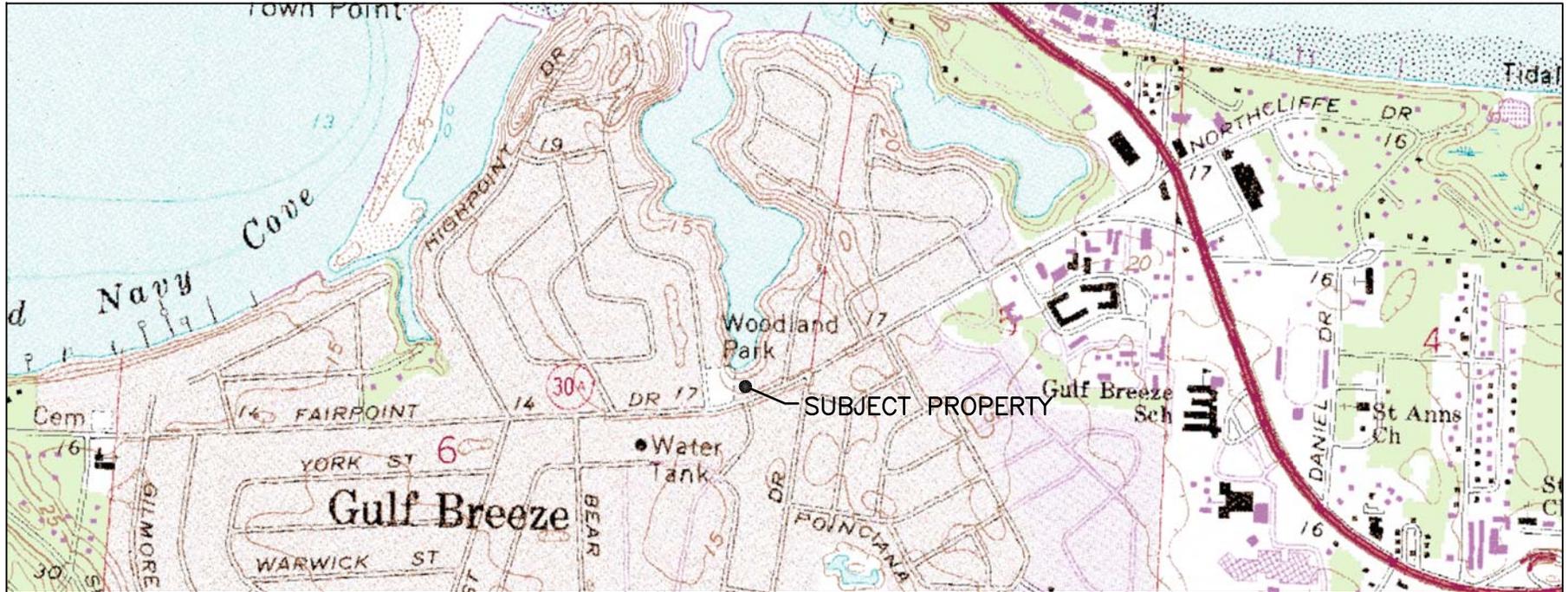


#### RECOMMENDATION:

Staff has reviewed the project and it appears that the proposed work meets the intent of the City's Land Development Code (LDC) with the exception of the termination on the east end of the seawall. Because it is not tying in to an existing seawall, the LDC requires that the wall be terminated ten feet prior to the adjoining property line or it can be turned 45-degrees landward and extended to the adjoining property line. Staff recommends that the Development Review Board approve the project contingent upon either adding the aforementioned 45-degree return or the applicant receiving approval from the adjacent property owner to allow the applicant's seawall to tie in to their existing

seawall. This project is classified as Level III Development and must be transmitted to the City Council for final approval.





DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: HEAD EAST ON CHASE STREET, AND TAKE A SLIGHT LEFT ONTO BAYFRONT PARKWAY. CONTINUE ONTO GREGORY STREET, AND THEN ONTO THE PENSACOLA BAY BRIDGE. IN 3.7 MILES, TURN RIGHT ONTO FAIRPOINT DRIVE. CONTINUE FOR 0.7 MILES, AND THE DESTINATION WILL BE ON THE RIGHT WITH THE ADDRESS 254 FAIRPOINT DRIVE. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

PARCEL ID#  
 06-3S-29-0540-01000-0020  
 PROPERTY OWNER  
 SAMUEL & ENID WILSON  
 254 FAIRPOINT DRIVE  
 GULF BREEZE, FL 32561  
PROJECT LOCATION  
 254 FAIRPOINT DRIVE  
 GULF BREEZE, FL 32561  
 LAT: 30.361601°  
 LONG: -87.179921°

INDEX OF SHEETS

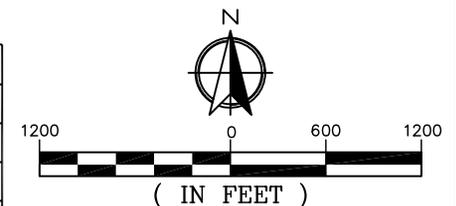
SHEET NO.	DESCRIPTION
1	SITE LOCATION MAP
2	EXISTING CONDITIONS
3	PLAN VIEW OF PROPOSED DEVELOPMENT PLAN
4	SEAWALL PROFILE & DETAILS (TYPICAL)



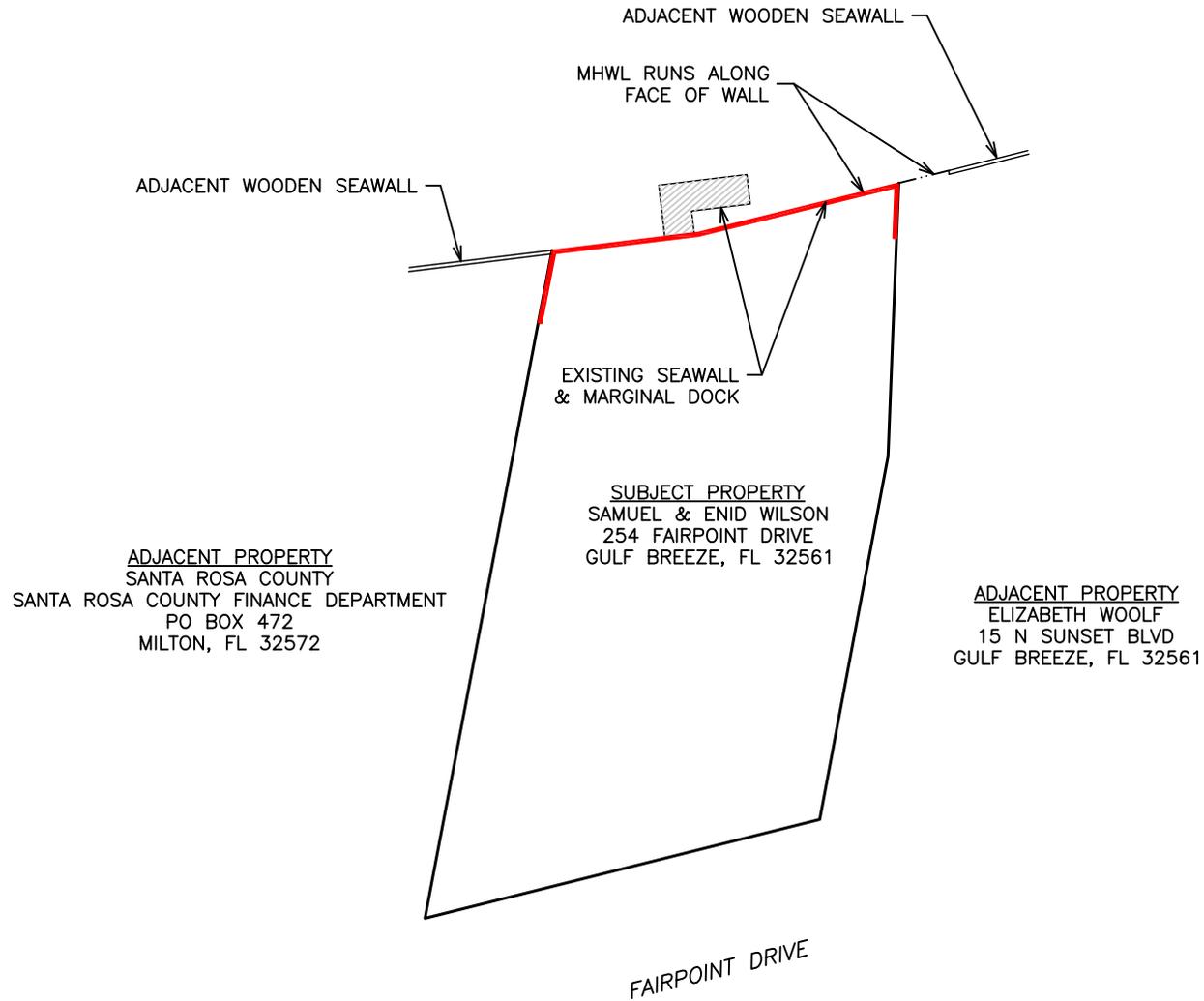
**ENVIRONMENTAL CONSULTANTS**

3308 GULF BEACH HIGHWAY  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 254 FAIRPOINT DRIVE SEAWALL	
SITE LOCATION MAP	
PROJECT NO.:	2015-500
DRAWN BY: JAT	DATE: 12/3/2015
SHEET: 1 OF 4	



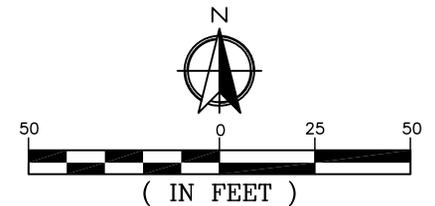
PENSACOLA BAY



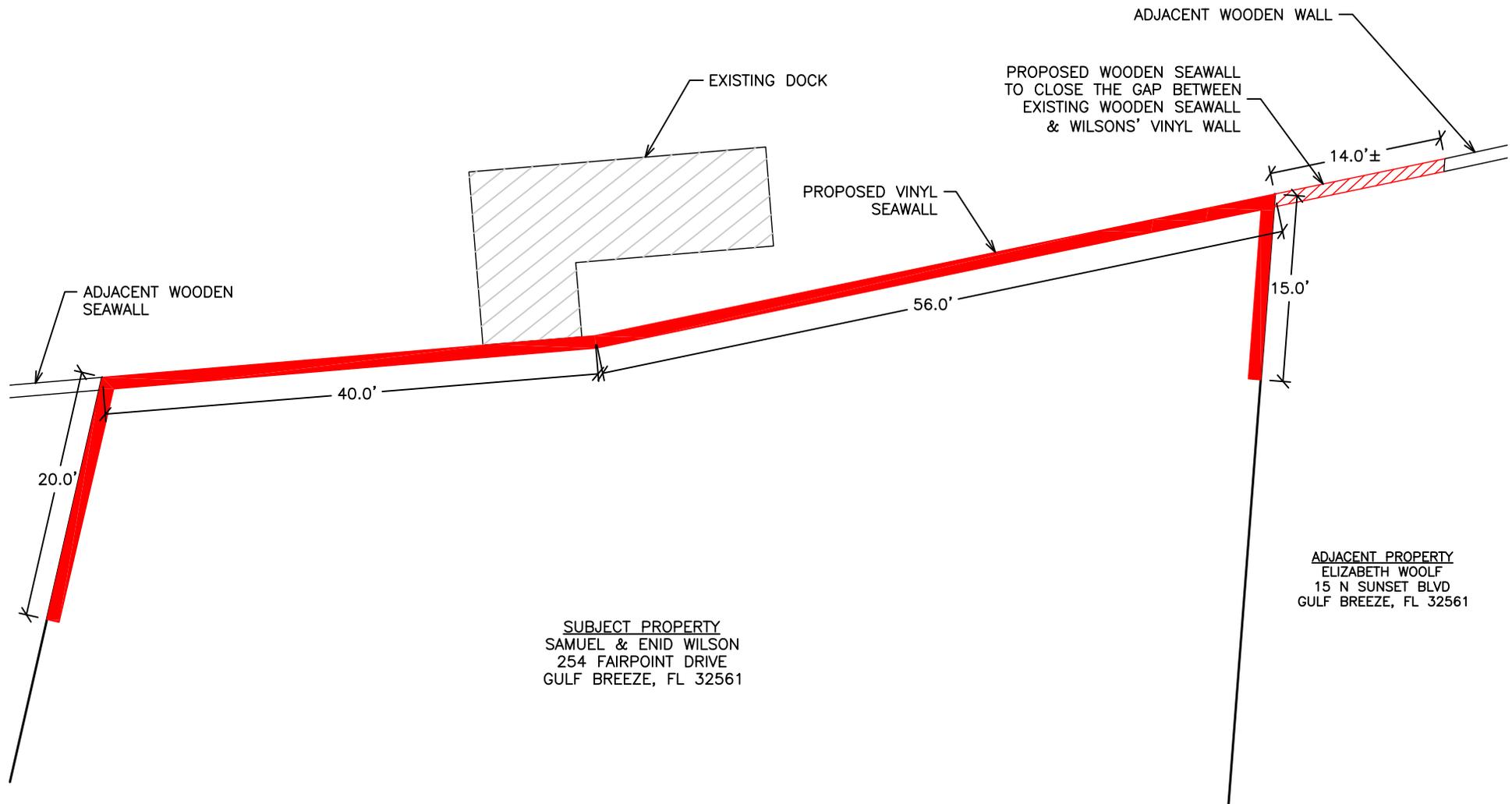
**ENVIRONMENTAL CONSULTANTS**

3308 GULF BEACH HIGHWAY  
PENSACOLA, FLORIDA 32507  
TEL: 850.453.4700  
JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 254 FAIRPOINT DRIVE	
EXISTING SITE CONDITIONS	
PROJECT NO.:	2015-500
DRAWN BY: JAT	DATE: 12/3/2015
SHEET: 2 OF 4	



PENSACOLA BAY



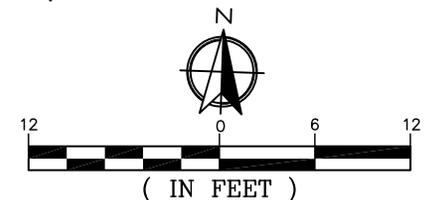
**SUBJECT PROPERTY**  
 SAMUEL & ENID WILSON  
 254 FAIRPOINT DRIVE  
 GULF BREEZE, FL 32561

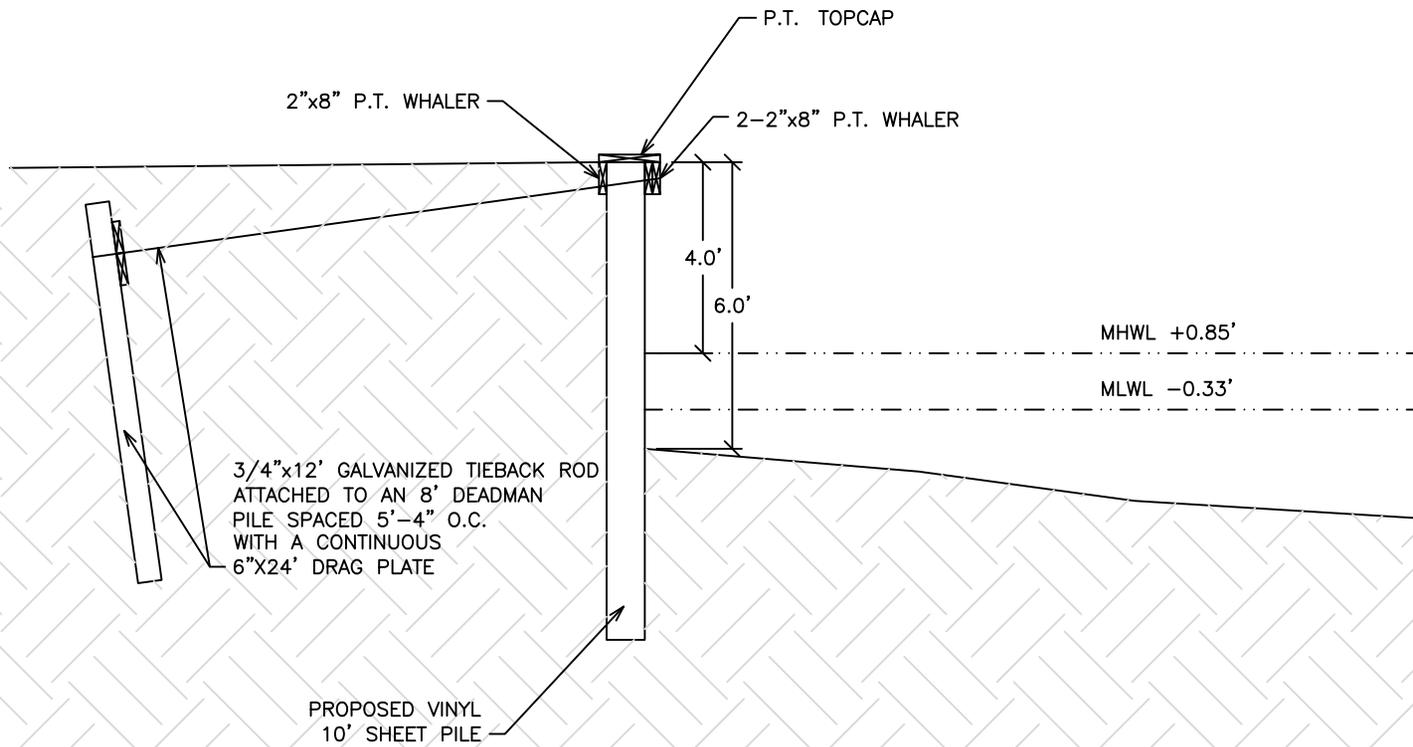
**ADJACENT PROPERTY**  
 ELIZABETH WOOLF  
 15 N SUNSET BLVD  
 GULF BREEZE, FL 32561

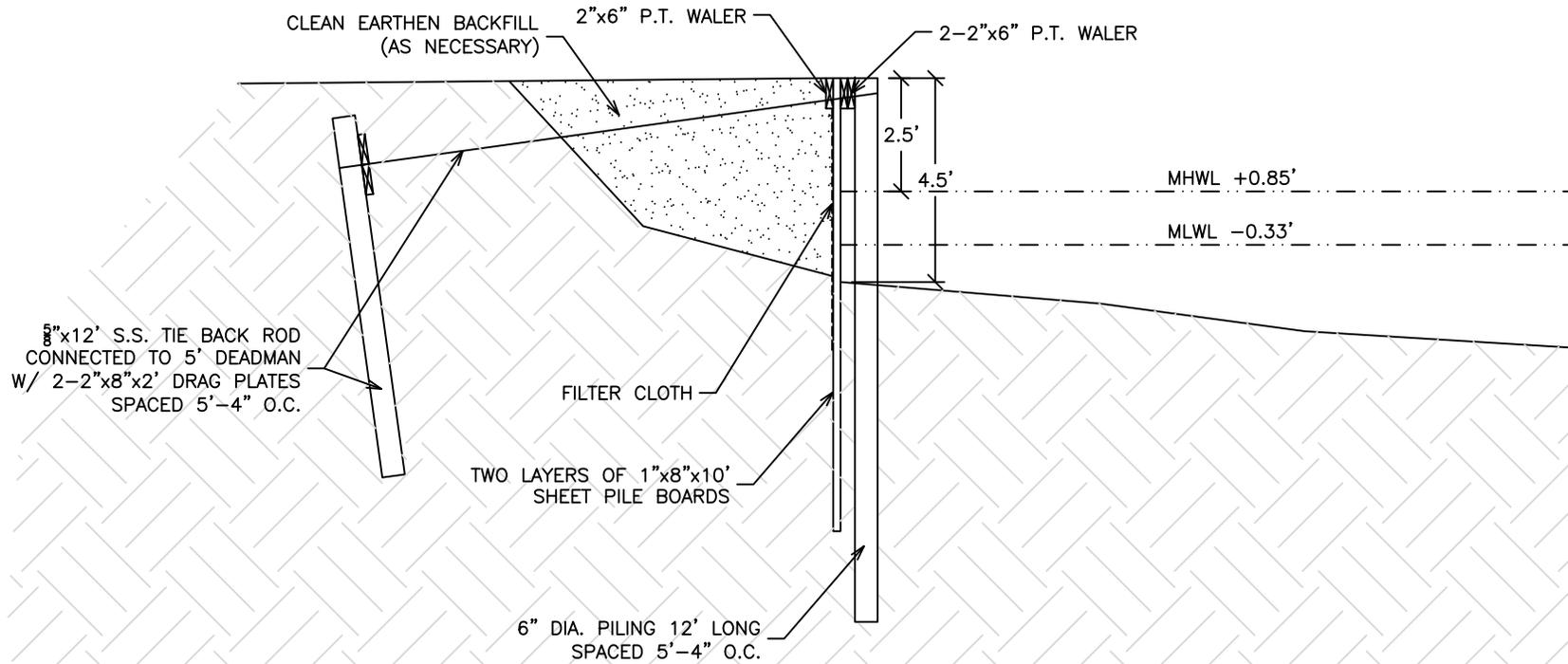


**ENVIRONMENTAL CONSULTANTS**  
 3308 GULF BEACH HIGHWAY  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 254 FAIRPOINT DRIVE	
PLAN VIEW OF PROPOSED DOCK	
PROJECT NO.: 2015-500	
DRAWN BY: JAT	DATE: 12/3/2015
SHEET: 3 OF 4	







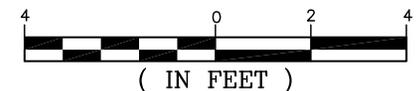
CONSTRUCTION OF A WOODEN "NAVAL-STYLE" SEAWALL USING 12' PILINGS AND 10' SHEET PILE BOARDS. INSTALLATION METHOD: 6" PILINGS ON 5'-4" CENTERS WITH TWO ROWS OF DOUBLE 2"x6" ROUGH CUT TIMBERS BACKED WITH TWO LAYERS OF 1"x8" ROUGH CUT TIMBERS. INSTALL 6' FILTER CLOTH ON THE BACK SIDE OF THE 1"x8" THEN INSTALL ONE 2"x6" ON TOP OF THE CLOTH TO SANDWICH THE WALL TOGETHER. ALL MATERIALS ON THE WALL WILL BE 2.5 CCA TREATED. THE WALL TIE BACK SYSTEM WILL BE 5/8"x12' STAINLESS STEEL RODS CONNECTED TO 5' NEW OR USED DEADMEN POLES WITH 2-2"x8"x2' DRAG PLATES.



**ENVIRONMENTAL CONSULTANTS**

3308 GULF BEACH HIGHWAY  
 PENSACOLA, FLORIDA 32507  
 TEL: 850.453.4700  
 JTAYLOR@WETLANDSCIENCES.COM

PROJECT NAME: 254 FAIRPOINT DRIVE	
WOOLF SEAWALL PROFILE & DETAILS (TYPICAL)	
PROJECT NO.: 2015-500	
DRAWN BY: JAT	DATE: 12/3/2015
SHEET: EXHIBIT A	



**Ken**

---

**From:** "Sam Wilson" <samwilsonbuilders@yahoo.com>  
**Date:** Friday, December 04, 2015 9:50 AM  
**To:** "Ken and Elizabeth Woolf" <khwoolf@gccoxmail.com>  
**Subject:** Sea Wall

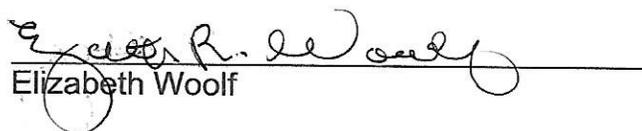
12/4/15

Mr. and Mrs. Woolf,

With your written permission we will extend your seawall, located at 252 Fairpoint Drive Gulf Breeze, FL 32561, to tie into our sea wall approximately 14' in length. The seawall will be built according to the plans provided by Wetland Sciences. We will be using 4 - 6" x 12' Marine Grade Pilings with 2 - 2" x 6" top whaler and a 2" x 4" bottom whaler to match existing. The vertical wall will be pressure treated 1" x 8" x 10' rough cut timber. The wall will be tied back with 5/8" x 12' Stainless Steel tieback rods attached to a 5' deadman pile w/ 2 - 2" x 8" x 2' drag plates. The new section of seawall will be the same height as the existing seawall. The Wilsons will backfill the wall with approved sandy material and spread grass seed on dirt. All labor, materials and liability shall be by Sam Wilson with no cost to Elizabeth Woolf owner of lot 3 block 10. Permitting and engineering, if needed, will be the responsibility of the Wilson's.

Sincerely,  
Sam and Enid Wilson  
254 Fairpoint Drive  
Gulf Breeze, FL 32561

Your Signature here indicates approval of this document.

  
Elizabeth Woolf

No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2014.0.4842 / Virus Database: 4477/11112 - Release Date: 12/04/15

12/4/2015

Sam Wilson  
292-9645

RECEIVED  
OCT 21 REC'D  
BY:



City of Gulf Breeze

LEVEL II AND III DEVELOPMENT  
ORDER APPLICATION

PROPERTY OWNER INFORMATION		PROJECT LOCATION INFORMATION:					
NAME: SAM WILSON		PHYSICAL ADDRESS: 254 FAIRPOINT DR					
ADDRESS: 254 FAIRPOINT		SUBDIVISION NAME: CASABLANCA PARCEL #3 LOT 2 BLK					
ADDRESS 2:		PARCEL ID #:					
CITY: GULF BREEZE				SEC	TWN	RNG	SUB
STATE: FL		ZONING DESIGNATION: P - PUBLIC LANDS		BLK	LOT		
PHONE #: 850 292-9645		ZIP: 32561		IS THE PROPERTY A CORNER LOT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
FAX: 850 932-4977		CELL #: 850 292-9645		DRIVING DIRECTIONS:			
E-MAIL: samwilsonbuilders@yahoo.com		From HWY 98, drive east and property is on the north side of the road just before Woodland Park					
<b>DESCRIPTION OF PROJECT:</b>							
TYPE OF PROJECT: <input type="checkbox"/> RENOVATION <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> POOL <input checked="" type="checkbox"/> MARINE <input type="checkbox"/> DEMO							
<input type="checkbox"/> OTHER:							
SCOPE OF WORK: RE-INFORCE EXISTING SEAWALL WITH VINYL							
OCCUPANCY CLASSIFICATION: <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ASSEMBLY <input type="checkbox"/> BUSINESS <input type="checkbox"/> MERCANTILE							
<input type="checkbox"/> STORAGE <input type="checkbox"/> OTHER:							
INTENDED USE:							
DIMENSION:	N/A	8"	4' ABOVE MHWL	N/A	N/A		
	LENGTH	WIDTH	HEIGHT	STORIES	SQUARE FEET		
ESTIMATED COST OF CONSTRUCTION: \$12,400				ESTIMATED COMPLETION DATE: JAN 2016			
<b>UTILITY INFORMATION:</b>							
UTILITIES: <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC							
WATER TAP SIZE: <input type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input type="checkbox"/> 2" <input type="checkbox"/> 4" <input type="checkbox"/> 6"							
LIST GAS APPLIANCES:							
WILL THE STRUCTURE HAVE FIRE SPRINKLERS: <input type="checkbox"/> YES <input type="checkbox"/> NO							
SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.							

**MARINE CONSTRUCTION:**

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

BODY OF WATER:  PENSACOLA BAY     SANTA ROSA SOUND     HOFFMAN BAYOU  
 WOODLAND BAYOU     GILMORE BAYOU

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

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

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

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

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

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

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

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

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

IF A RETAINING/SEA WALL, WHAT IS IT'S DISTANCE FROM THE MHWL? 4'

WHAT IS THE VERTICAL HEIGHT OF THE RETAINING/SEA WALL? 4' SEAWARD    4' LANDWARD

ARE COPIES OF FEDERAL AND STATE PERMITS ATTACHED? *N/A*     YES     NO

<b>POOL INFORMATION:</b>				
POOL TYPE: <input type="checkbox"/> BELOW GROUND <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> SPA/HOT TUB				
DIMENSION:				
	LENGTH	WIDTH	DEPTH	SQUARE FEET
IS THE YARD FENCED OR WILL IT BE FENCED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS SO, WHAT IS THE HEIGHT?				
WILL THE POOL HAVE SCREENED ENCLOSURE?				
IS SO, WHAT ARE THE DIMENSIONS:				
	LENGTH	WIDTH	HEIGHT	SQUARE FEET
I, _____, NOW ENGAGING OR ABOUT TO ENGAGE IN THE CONSTRUCTION OF A SWIMMING POOL UPON MY OWN PREMISES AS DESCRIBED ON THE REQUIRED BUILDING PERMIT APPLICATION AND LOCATED IN SANTA ROSA COUNTY, FLORIDA, DO HEREBY ACKNOWLEDGE THE REQUIREMENT OF AN APPROVED BARRIER AT LEAST 48 INCHES (4 FEET) ABOVE GRADE, MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL, IS TO BE ERECTED PRIOR TO FILLING THE POOL WITH WATER. FURTHERMORE, I ACKNOWLEDGE THE REQUIREMENT OF AN ALARM ON ALL DOORS AND WINDOWS WITHIN A DWELLING UNIT HAVING DIRECT ACCESS TO THE POOL THROUGH A WALL (OR WALLS) THAT SERVES AS PART OF THE BARRIER.				
I FURTHER ACKNOWLEDGE THAT THE FOREGOING IS REQUIRED BY SECTION 315 OF THE STANDARD SWIMMING POOL CODE AND CITY ORDINANCE.				
_____ CONTRACTOR'S SIGNATURE		_____ DATE	_____ OWNER'S SIGNATURE	
_____ PRINTED NAME			_____ PRINTED NAME	
<b>COMMERCIAL DEVELOPMENT:</b>				
ENGINEER'S NAME:		ARCHITECT'S NAME:		
ADDRESS:		ADDRESS:		
ADDRESS 2:		ADDRESS 2:		
CITY:		CITY:		
STATE:		STATE:		
PHONE #:	ZIP:	PHONE #:	ZIP:	
FAX:	CELL #:	FAX:	CELL #:	
E-MAIL:		E-MAIL:		
STATE LICENSE #:		STATE LICENSE #:		

**DEMOLITION INFORMATION:**

PLEASE ATTACH A SURVEY DEPICTING THE STRUCTURES TO BE REMOVED.

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

DISPOSAL OF MATERIAL:

SANTA ROSA COUNTY LANDFILL

ESCAMBIA COUNTY LANDFILL

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

**ASBESTOS NOTIFICATION STATEMENT**

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

**469.003 LICENSE REQUIRED**

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

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

  
 LICENSE HOLDER/CONTRACTOR SIGNATURE

OCT 2015  
 DATE

Eric Wilson  
 LICENSE HOLDER/CONTRACTOR PRINTED NAME LICENSE NUMBER

**MEETING DATES** (PLEASE PICK MEETING DATE BASED ON DUE DATE):

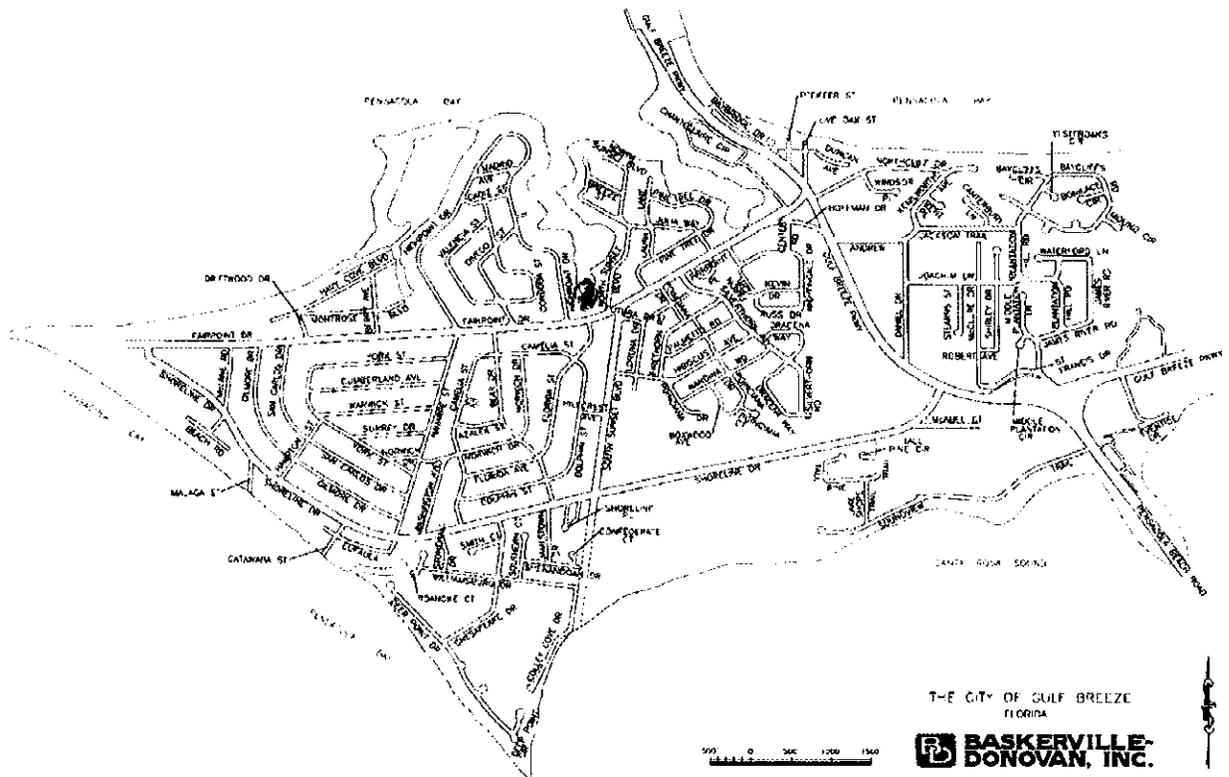
PACKET DUE DATE	MEETING DATE	PACKET DUE DATE	MEETING DATE
<input type="checkbox"/> OCT. 13, 2009	NOV. 3, 2009	<input type="checkbox"/> MAY. 11, 2010	JUN. 1, 2010
<input type="checkbox"/> NOV. 10, 2009	DEC. 8, 2009	<input type="checkbox"/> JUN. 8, 2010	JUL 6, 2010
<input type="checkbox"/> DEC. 15, 2009	JAN. 5, 2010	<input type="checkbox"/> JUL. 13, 2010	AUG. 3, 2010
<input type="checkbox"/> JAN. 12, 2010	FEB. 2, 2010	<input type="checkbox"/> AUG. 10, 2010	SEP. 7, 2010
<input type="checkbox"/> FEB. 9, 2010	MAR. 2, 2010	<input type="checkbox"/> SEP. 14, 2010	OCT. 5, 2010
<input type="checkbox"/> MAR. 9, 2010	APR. 6, 2010	<input type="checkbox"/> OCT. 12, 2010	NOV. 2, 2010
<input type="checkbox"/> APR. 13, 2010	MAY 4, 2010	<input type="checkbox"/> NOV. 9, 2010	DEC. 7, 2010

AGENT INFORMATION:

NAME:		
ADDRESS:		
ADDRESS 2:		
CITY:		
STATE:		
PHONE #:	ZIP:	
FAX:	CELL #:	
E-MAIL:		
STATE LICENSE #:		

LOCATION MAP:

PLEASE MARK THE PROJECT LOCATION ON THE MAP.



**AUTHORIZATION:**

APPLICATION IS HEREBY MADE TO OBTAIN A DEVELOPMENT ORDER TO THE WORK AS INDICATED IN THE ATTACHED PLANS AND SPECIFICATIONS. I (WE)  
CERTIFY THAT NO WORK HAS COMMENCED PRIOR TO THE ISSUANCE OF THE DEVELOPMENT ORDER AND THAT ALL WORK WILL BE PERFORMED IN  
ACCORDANCE WITH ALL LAWS REGULATING CONSTRUCTION AND ZONING IN THIS JURISDICTION.

_____	_____		OCT 2015
CONTRACTOR'S SIGNATURE	DATE	OWNER'S SIGNATURE	DATE
_____		GUD WILSON SAM WILSON	_____
PRINTED NAME		PRINTED NAME	



# City of Gulf Breeze

November 24, 2015

Wilson Samuel I & Enid  
254 Fairpoint Dr  
Gulf Breeze, FL 32561

**RE: Development Review Board Application**

Dear Wilson Samuel I & Enid:

Your application regarding replacement of an existing dock and boathouse will be reviewed by the Development Review Board on Tuesday December 8, 2015 at 6:30 p.m. in the Council Chambers, Gulf Breeze City Hall located at 1070 Shoreline Drive. To have your case heard, you or your agent must be present to answer any questions the Board may have.

If I may be of further assistance to you, please do not hesitate to call me at 934-5115.

Sincerely,

A handwritten signature in black ink that reads "Leslie Guyer".

Leslie Guyer  
City Clerk

cc: C.S. Carmichael, Director of Community Services

Project Number:JMCL3-15-0002

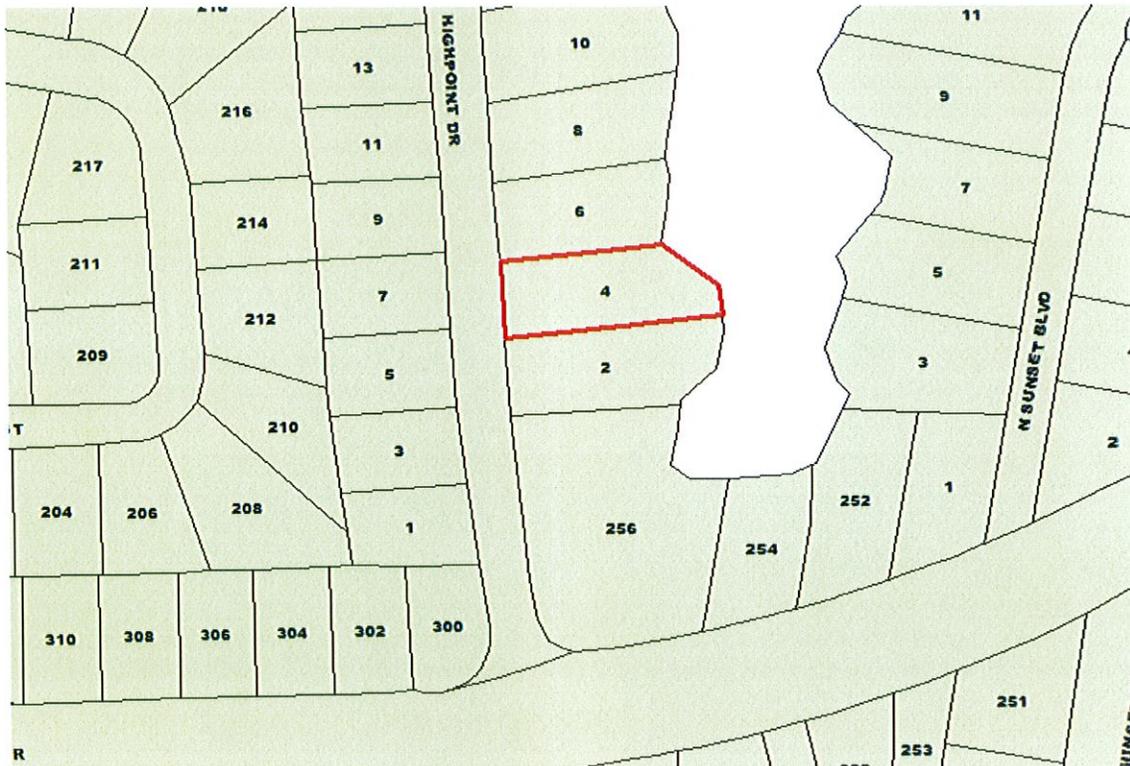


# City of Gulf Breeze

## DEVELOPMENT REVIEW BOARD

### STAFF REPORT

PROJECT NO: JDPL2-15-0010  
APPLICATION DATE: 11/09/2015  
PROJECT DESCRIPTION: PIER, BOATHOUSE AND SEAWALL – LEVEL III  
PROJECT LOCATION: 4 HIGHPOINT DR



PARCEL INFORMATION: SRC PARCEL ID: 063S290540002000020  
SUBDIVISION: CASABLANCA PARCEL #1  
LOT / BLOCK: LOT 2 / BLK 2  
SIZE (ACRES): .394  
ZONING: R1AA  
FLU: LDR  
MISC: WATERFRONT

---

PROPERTY OWNER:       **TARA E & JOHN D TURK**  
                                  **4 HIGHPOINT DR**  
                                  **GULF BREEZE, FL 32561**  
                                  **(815) 483-8875**

---

AGENT INFORMATION:     **SAME AS OWNER**

---

PROJECT DIMENSIONS:   **ACCESS PIER:       15 FT L X 5 FT W**  
                                  **TERMINAL:         20 FT L X 10 FT W**  
                                  **BOATHOUSE:       24 FT L X 12 FT W**  
                                  **SEAWALL:          130 FT L X ≈ 10 IN W**

---

REGULATORY INFORMATION:	REQUIREMENT	PROPOSED
PIER AND BOATHOUSE:	LENGTH:	25 FT MAX
	SETBACK (L):	25 FT MIN
	SETBACK (R):	25 FT MIN
	BOATHOUSE SIZE:	1,354 S.F. MAX
SEAWALL:	HEIGHT FWRD:	4 FT
	HEIGHT AFT:	2 FT

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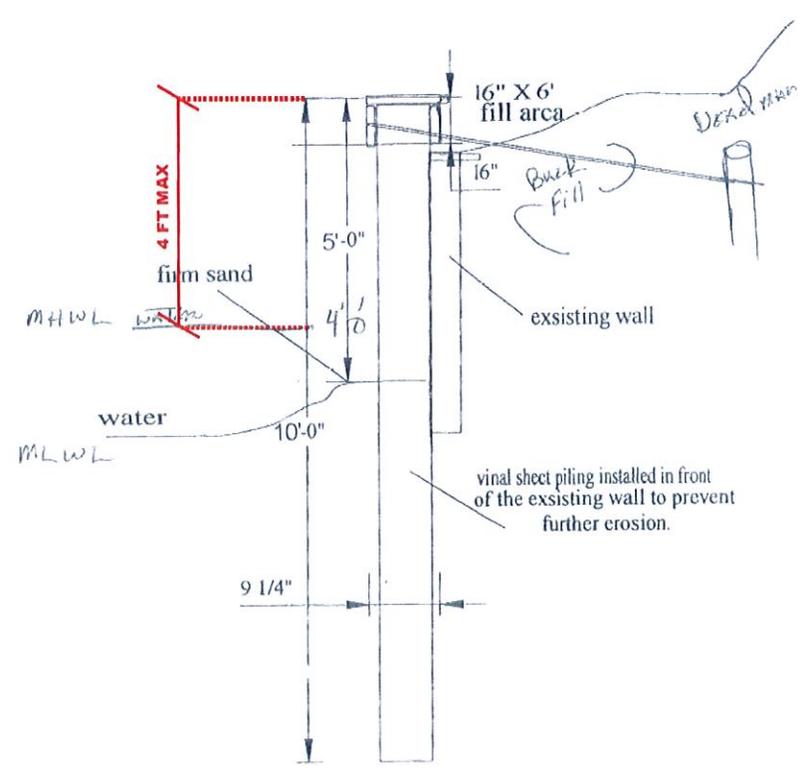
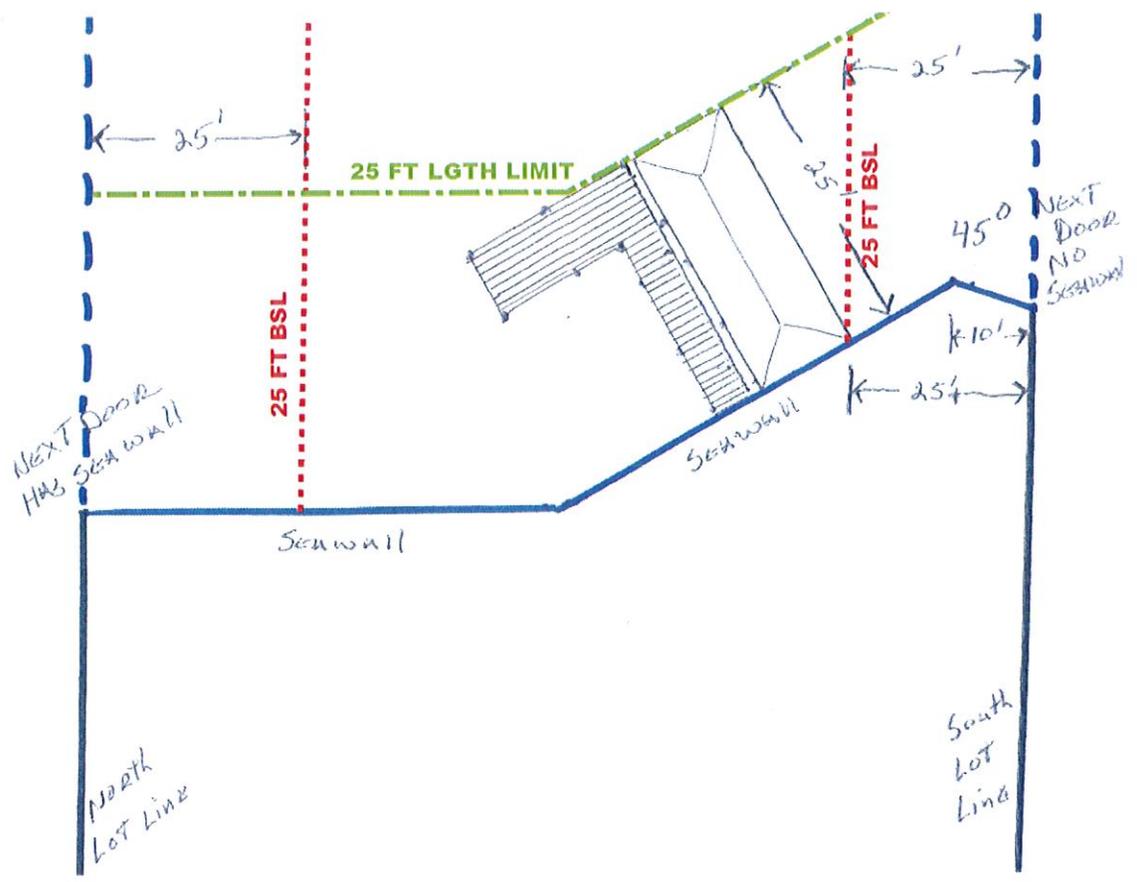
STAFF COMMENTS:

The applicant is requesting to replace the existing pier and seawall behind his residence at 4 Highpoint Dr. He is also requesting to construct a new covered boathouse adjacent to the pier. According to the written description included in the applicant's packet, the project measurements are as follows:

ACCESS PIER:	15 FT L X 5 FT W	OR	75 S.F.
TERMINAL:	20 FT L X 10 FT W	OR	200 S.F.
BOATHOUSE:	24 FT L X 12 FT W	OR	288 S.F.
TOTAL			563 S.F.

SEAWALL:                **130 FT L X ≈ 10 IN W**

Based on these dimensions and the above listed regulatory information, it appears that the project meets the intent of the City's Land Development Code and staff recommends that the Development Review Board (DRB) approve the project as submitted. The pier and boathouse are considered Level II Development and the DRB is the letting authority; however, the seawall is classified as Level III Development and must be approved by the City Council.





# City of Gulf Breeze

LEVEL II AND III DEVELOPMENT  
ORDER APPLICATION

PROPERTY OWNER INFORMATION		PROJECT LOCATION INFORMATION:							
NAME: John D. Turk		PHYSICAL ADDRESS: 4 Highpoint							
ADDRESS: 4 Highpoint		SUBDIVISION NAME:							
ADDRESS 2:		PARCEL ID #:		SEC	TWN	RNG	SUB	BLK	LOT
CITY: Gulf Breeze		ZONING DESIGNATION: P - PUBLIC LANDS							
STATE: FL		IS THE PROPERTY A CORNER LOT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO							
PHONE #: 815 483-8875	ZIP: 32561	DRIVING DIRECTIONS:							
FAX:	CELL #:	Fairpoint to Highpoint 2nd house on right							
E-MAIL: tboneturk@mchsi.com									

DESCRIPTION OF PROJECT:						
TYPE OF PROJECT: <input checked="" type="checkbox"/> RENOVATION <input type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> POOL <input type="checkbox"/> MARINE <input type="checkbox"/> DEMO						
<input type="checkbox"/> OTHER:						
SCOPE OF WORK: replace seawall, boathouse and dock						
OCCUPANCY CLASSIFICATION: <input checked="" type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ASSEMBLY <input type="checkbox"/> BUSINESS <input type="checkbox"/> MERCANTILE						
<input type="checkbox"/> STORAGE <input type="checkbox"/> OTHER:						
INTENDED USE:						
DIMENSION:						
	LENGTH	WIDTH	HEIGHT	STORIES	SQUARE FEET	
ESTIMATED COST OF CONSTRUCTION: \$17,000			ESTIMATED COMPLETION DATE: 02/28/2016			

UTILITY INFORMATION:						
UTILITIES: <input type="checkbox"/> WATER <input type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK <input type="checkbox"/> GAS <input type="checkbox"/> ELECTRIC						
WATER TAP SIZE: <input type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input type="checkbox"/> 2" <input type="checkbox"/> 4" <input type="checkbox"/> 6"						
LIST GAS APPLIANCES:						
WILL THE STRUCTURE HAVE FIRE SPRINKLERS: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						

SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.

**MARINE CONSTRUCTION:**

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

BODY OF WATER:  PENSACOLA BAY  SANTA ROSA SOUND  HOFFMAN BAYOU  
 WOODLAND BAYOU  GILMORE BAYOU

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE LENGTH MEASURED FROM THE MHWL? 24ft

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE TOTAL SQUARE FOOTAGE? boathouse 288, dock 200

IF A BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE SQUARE FOOTAGE? boathouse 288

WHAT IS THE DISTANCE FROM THE FURTHERMOST EXTENT OF THE DOCK/PIER, BOATHOUSE OR UNCOVERED BOAT LIFT FROM THE PROPERTY LINE?  
 LEFT: 35.00 RIGHT: 25.00

SECTION 24-172 OF THE LAND DEVELOPMENT CODE REQUIRES THAT ALL DOCKS, PIERS, BOATHOUSES, UNCOVERED SLIPS OR SIMILAR STRUCTURES PROVIDE CONTINUING PUBLIC ACCESS TO ALL SOVEREIGN LANDS, HOW WILL THIS BE ACCOMPLISHED FOR THIS PARTICULAR PROJECT?

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

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

IF A RETAINING/SEA WALL, WHAT IS ITS DISTANCE FROM THE MHWL?

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

ARE COPIES OF FEDERAL AND STATE PERMITS ATTACHED?  YES  NO

**POOL INFORMATION:**

POOL TYPE:	<input type="checkbox"/> BELOW GROUND	<input type="checkbox"/> ABOVE GROUND	<input type="checkbox"/> SPA/HOT TUB
DIMENSION:			
	LENGTH	WIDTH	DEPTH
	LENGTH	WIDTH	DEPTH
	LENGTH	WIDTH	DEPTH

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

IS SO, WHAT IS THE HEIGHT?

WILL THE POOL HAVE SCREENED ENCLOSURE?

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

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

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

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

**COMMERCIAL DEVELOPMENT:**

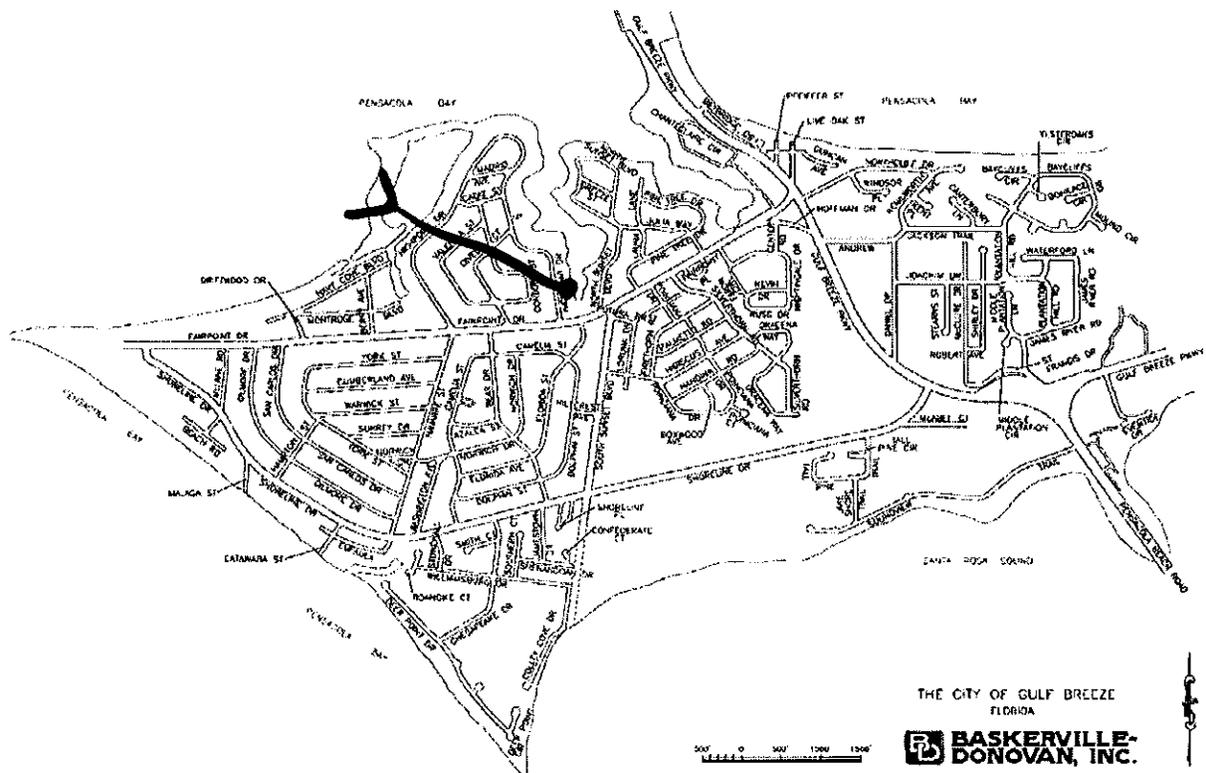
ENGINEER'S NAME:		ARCHITECT'S NAME:	
ADDRESS:		ADDRESS:	
ADDRESS 2:		ADDRESS 2:	
CITY:		CITY:	
STATE:		STATE:	
PHONE #:	ZIP:	PHONE #:	ZIP:
FAX:	CELL #:	FAX:	CELL #:
E-MAIL:		E-MAIL:	
STATE LICENSE #:		STATE LICENSE #:	

**AGENT INFORMATION:**

NAME:		
ADDRESS:		
ADDRESS 2:		
CITY:		
STATE:		
PHONE #:	ZIP:	
FAX:	CELL #:	
E-MAIL:		
STATE LICENSE #:		

**LOCATION MAP:**

PLEASE MARK THE PROJECT LOCATION ON THE MAP.



**DEMOLITION INFORMATION:**

PLEASE ATTACH A SURVEY DEPICTING THE STRUCTURES TO BE REMOVED.

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

DISPOSAL OF MATERIAL:  SANTA ROSA COUNTY LANDFILL  ESCAMBIA COUNTY LANDFILL

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

**ASBESTOS NOTIFICATION STATEMENT**

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

**469.003 LICENSE REQUIRED**

1. NO PERSON MAY CONDUCT AN ASBESTOS SURVEY, DEVELOP AN OPERATION AND MAINTENANCE PLAN, OR MONITOR AND EVALUATE ASBESTOS ABATEMENT UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.
2. (A) NO PERSON MAY PREPARE ASBESTOS ABATEMENT SPECIFICATIONS UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.  
 (B) ANY PERSON ENGAGED IN THE BUSINESS OF ASBESTOS SURVEYS PRIOR TO OCTOBER 1, 1987, WHO HAS BEEN CERTIFIED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AS A CERTIFIED ASBESTOS SURVEYOR AND WHO HAS COMPLIED WITH THE TRAINING REQUIREMENTS OF S. 469.013(1)(8), MAY PROVIDE SURVEY SERVICES AS DESCRIBED IN S. 255.553(1), (2) AND (3). THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY MAY, BY RULE, ESTABLISH VIOLATIONS, DISCIPLINARY PROCEDURES, AND PENALTIES FOR CERTIFIED ASBESTOS SURVEYORS.
3. NO PERSON MAY CONDUCT ASBESTOS ABATEMENT WORK UNLESS LICENSED BY THE DEPARTMENT UNDER THIS CHAPTER AS AN ASBESTOS CONTRACTOR, EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER.

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

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

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

\_\_\_\_\_  
 DATE

**MEETING DATES** (PLEASE PICK MEETING DATE BASED ON DUE DATE):

PACKET DUE DATE	MEETING DATE	PACKET DUE DATE	MEETING DATE
<input type="checkbox"/> OCT. 13, 2009	NOV. 3, 2009	<input type="checkbox"/> MAY. 11, 2010	JUN. 1, 2010
<input type="checkbox"/> NOV. 10, 2009	DEC. 8, 2009	<input type="checkbox"/> JUN. 8, 2010	JUL 6, 2010
<input type="checkbox"/> DEC. 15, 2009	JAN. 5, 2010	<input type="checkbox"/> JUL. 13, 2010	AUG. 3, 2010
<input type="checkbox"/> JAN. 12, 2010	FEB. 2, 2010	<input type="checkbox"/> AUG. 10, 2010	SEP. 7, 2010
<input type="checkbox"/> FEB. 9, 2010	MAR. 2, 2010	<input type="checkbox"/> SEP. 14, 2010	OCT. 5, 2010
<input type="checkbox"/> MAR. 9, 2010	APR. 6, 2010	<input type="checkbox"/> OCT. 12, 2010	NOV. 2, 2010
<input type="checkbox"/> APR. 13, 2010	MAY 4, 2010	<input type="checkbox"/> NOV. 9, 2010	DEC. 7, 2010

**AUTHORIZATION:**

APPLICATION IS HEREBY MADE TO OBTAIN A DEVELOPMENT ORDER TO THE WORK AS INDICATED IN THE ATTACHED PLANS AND SPECIFICATIONS. I (WE)  
CERTIFY THAT NO WORK HAS COMMENCED PRIOR TO THE ISSUANCE OF THE DEVELOPMENT ORDER AND THAT ALL WORK WILL BE PERFORMED IN  
ACCORDANCE WITH ALL LAWS REGULATING CONSTRUCTION AND ZONING IN THIS JURISDICTION.

11/03/2016

11/03/2016

CONTRACTOR'S SIGNATURE

DATE

OWNER'S SIGNATURE

DATE

John Turk

John Turk

PRINTED NAME

PRINTED NAME

## Standard Wood Dock

5' wide x 15' access pier with a 10' x 20' platform. Pilings: 6" (2.5 marine treated) spaced a maximum of 10' on center. Penetration to be approximately 8' Pilings shall be left above finished dock elevation 6" – 12". Ledgers: 2" x 8" (standard pressure treated). A ½" Galvanized bolt will installed at every ledger connection. (1 per piling) Stringers: 2" x 8" (standard pressure treated) spaced 24" on center and overlapped. Decking: 2" x 6" (standard pressure treated). Decking will be secured to stringers using 3" Stainless Steel screws.

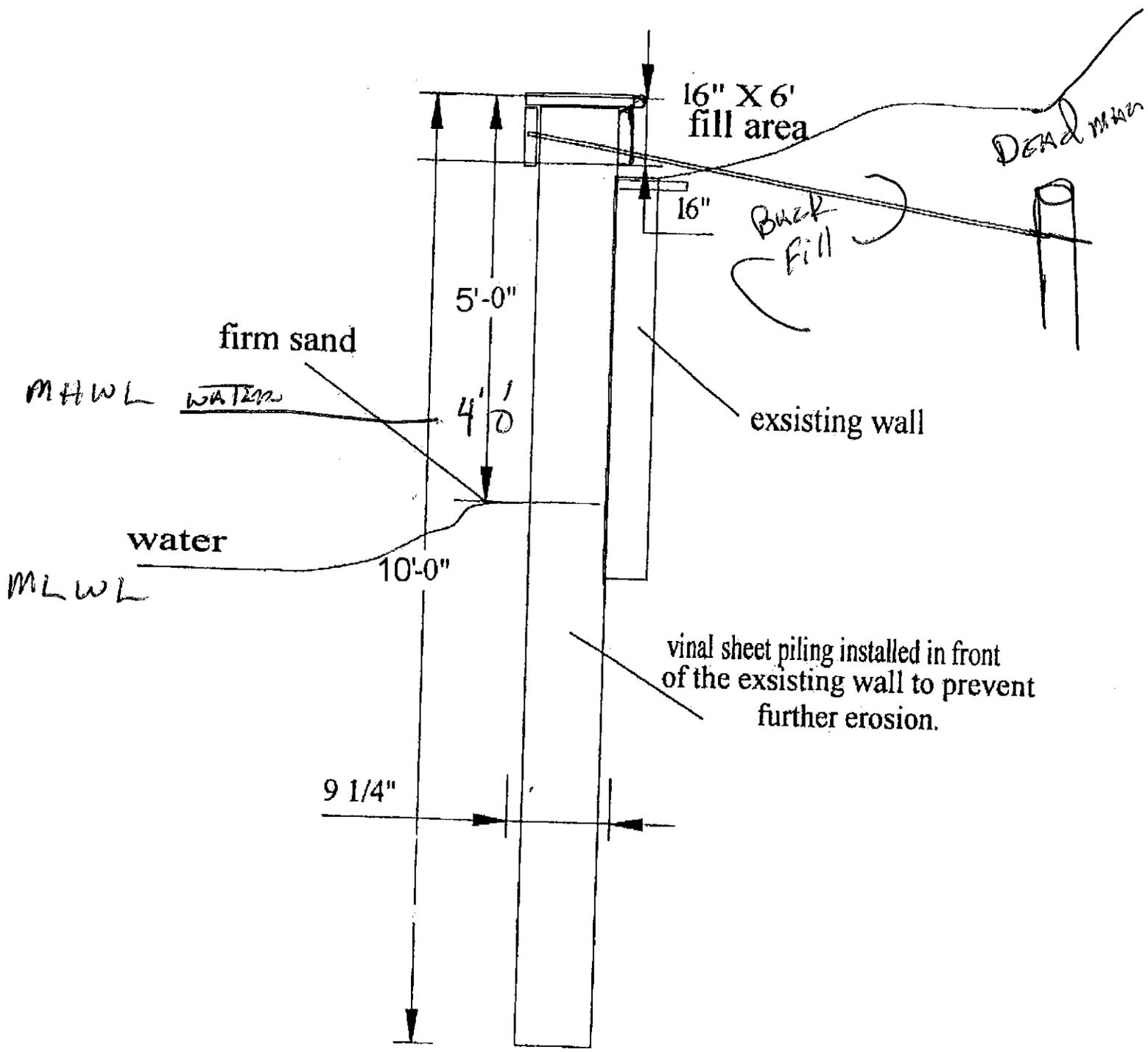
## Boathouse Specifications

12' x 24' "Hip" style Boathouse. Overhang to be 12" all around making roof dimension 14' x 26'. Pilings: 8" x (2.5 marine treated). Minimum penetration to be 8'. Banding: Doubled 2" x 12" (.25 pressure treated) and double bolted with ½" galvanized bolts. Framework: 2" x 6" (.25 pressure treated). Decking: 1/2" CDX Plywood. Shingles: 30 year Architectural. Color to be determined by owner. All hurricane clips to RT-3 galvanized.

## Vinyl Wall Specifications

130' of 4' exposed height vinyl wall in same footprint as was existing. Sheet Pilings: "Tidewall" (series TW25) 10' in length. Stringers: 2" x 8" (.80 pressure treated) doubled on front and singled on back. Deadman 7' pilings attached to a 5/8" x 16' galvanized steel tie-back rod spaced 5'4" on center. Each piling will have a 1" x 8" x 24" drag plate attached. Cap: 2" x 12" (standard pressure treated). 2" Drains will be installed every 10' o/c.

All construction will be 25' in from the side lot lines and the Boat House and Dock will extend no more than 25' out into the Bayou.



16" X 6'  
fill area

DEAD MHWL

Back  
Fill

firm sand

MHWL  
water

5'-0"

4' 1/0"

existing wall

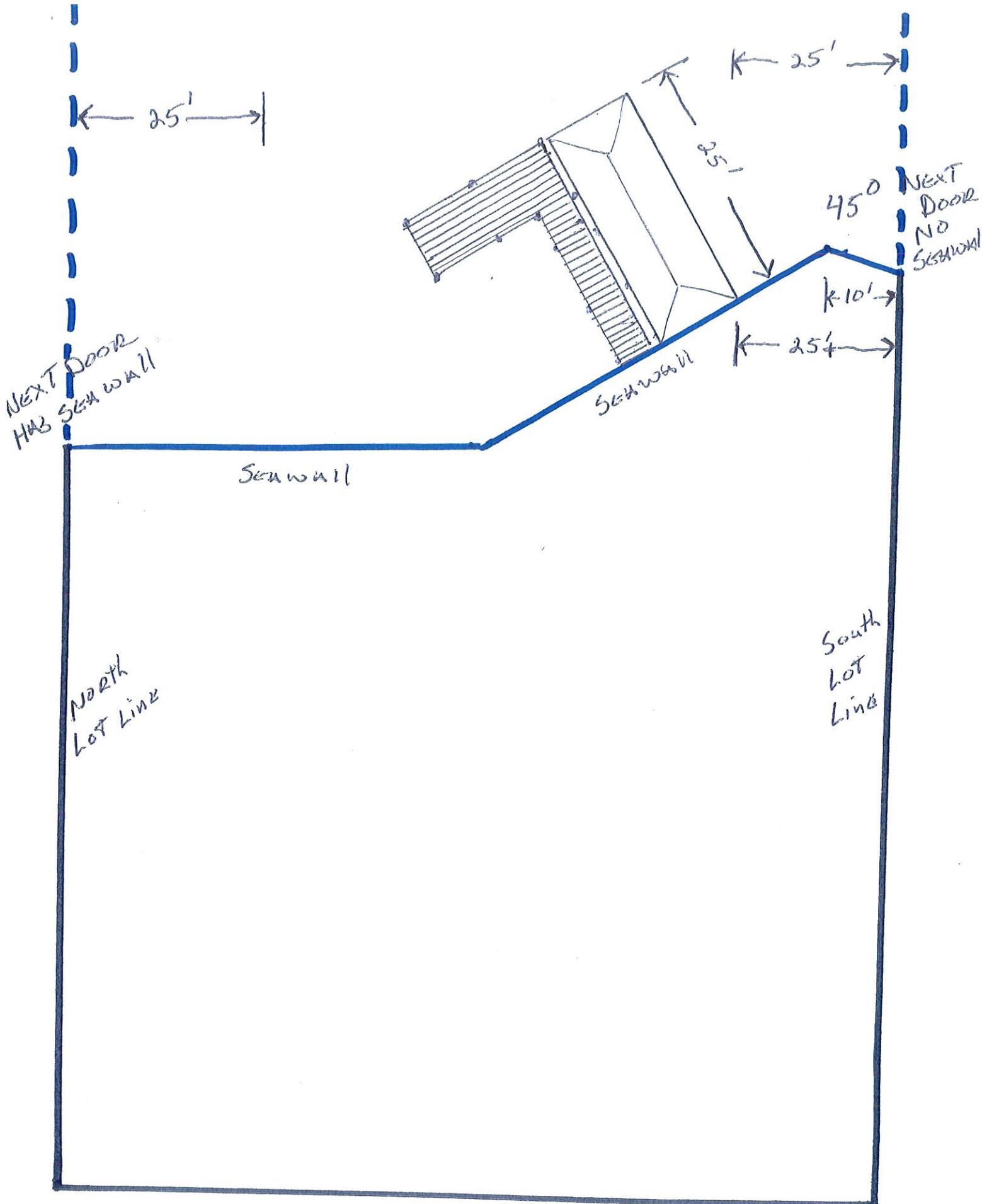
water

MLWL

10'-0"

vinal sheet piling installed in front  
of the existing wall to prevent  
further erosion.

9 1/4"



4 Highpoint



OLD BOAT HOUSE PILINGs





# City of Gulf Breeze

November 24, 2015

Turk Tara E & John D  
4 Highpoint Dr  
Gulf Breeze, FL 32561

**RE: Development Review Board Application**

Dear Turk Tara E & John D:

Your application regarding replacement of an existing dock and boathouse will be reviewed by the Development Review Board on Tuesday December 8, 2015 at 6:30 p.m. in the Council Chambers, Gulf Breeze City Hall located at 1070 Shoreline Drive. To have your case heard, you or your agent must be present to answer any questions the Board may have.

If I may be of further assistance to you, please do not hesitate to call me at 934-5115.

Sincerely,

A handwritten signature in black ink that reads "Leslie Guyer".

Leslie Guyer  
City Clerk

cc: C.S. Carmichael, Director of Community Services

Project Number:JDPL2-15-0010



## ***Gulf Breeze Police Department***

**311 Fairpoint Drive  
Gulf Breeze, FL 32561**

**Office 850-934-5121  
Fax 850-934-5127**

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief *RH*

Ref: Special Event Application

Date: 12-08-2015

The Pensacola Sports Association has submitted an application for their yearly Double Bridge Run. The event will once again be a two-race-run with the 15K beginning in Pensacola and coming across the Pensacola Bay Bridge and the 5K beginning at the High School Field House area. The race will be on February 13, 2016. The 15K will begin at 7am in Pensacola. The 5K will begin at 8am in Gulf Breeze. Approximately 4800 runners are expected to participate.

Traffic control will be done by on-duty, off-duty, and auxiliary officers, as well as VIP'S. The PSA pays for six officers during the event and makes a donation towards the volunteer program.

**RECOMMENDATION: That the City Council approve the Double Bridge Run.**



Robert C. Randle  
*Chief of Police*

## *City of Gulf Breeze Police Department*



Rick Hawthorne  
*Deputy Chief of Police*

### CITY OF GULF BREEZE SPECIAL EVENT APPLICATION

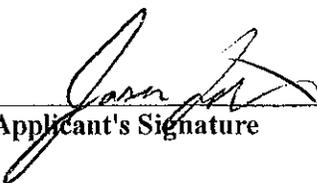
#### **Packet Includes:**

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

**The above documents must be signed, dated, and returned to:**

**The Gulf Breeze Police Department  
311 Fairpoint Drive  
Gulf Breeze, Florida 32561**

**At least thirty (30) days prior to the special event.**

  
Applicant's Signature

12/8/15  
Date





# City of Gulf Breeze Police Department



**Robert C. Randle**  
*Chief of Police*

**Rick Hawthorne**  
*Deputy Chief of Police*

## APPLICATION TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR RIGHT-OF-WAY

12/08/2015  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name: Pensacola Sports  
Address: 101 W. Main St.  
Pensacola, FL 32502

2. PERSON REQUESTING PERMIT:

Name: Jason Libbert  
Address: 101 W. Main St.  
Pensacola, FL 32502  
Phone: (850) 434-2800

3. PERSON ACTING AS CHAIRMAN AND RESPONSIBLE FOR CONDUCT THEREOF:

Name: Same as above  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

4. DATE, HOURS, AND LOCATION OF EVENT:

Saturday, Feb. 13, 2016 - 7am-9am - Hwy 98, Daniels St.,  
Andrew Jackson Trail, Gulf Breeze High School Football Stadium  
Parking Lot, GBMS & GBES Parking Lot



5. GENERAL DESCRIPTION OF ACTIVITIES: 19th Annual Double Bridge Run -  
15k run from Pensacola to the Beach. 5K run from GBHS to the Beach.

6. ESTIMATED ATTENDANCE: 4,750 runners

7. NUMBER AND TYPE OF VEHICLES, IF ANY: less than 10 not including police  
cone vehicles, lead vehicles, media, sag wagon, official race vehicles

8. IF A FUNDRAISING EVENT, INDICATE PROPOSED USE OF FUNDS:  
Pensacola Sports is a private not for profit. The funds are used to further our mission or promoting,  
fostering, managing, and growing sports tourism and sports and recreation in the Pensacola Area.

9. IF A CHARITABLE CONTRIBUTION IS TO BE DONATED FROM PROCEEDS OF THIS SPECIAL EVENT, PROVIDE THE FOLLOWING INFORMATION:

NAME OF CHARITY: GB Optimist, GB Police VIPS, Gulf Breeze Sertoma

ESTIMATE OF DONATION AMOUNT: \$3,000

IF ANNUAL EVENT, LAST YEAR'S DONATION: \$3,000

  
Applicant's Signature 12/08/2015  
Date

Approved by:   
Gulf Breeze Police Department 12-8-15  
Date

\_\_\_\_\_  
Gulf Breeze City Manager Date



**Robert C. Randle**  
*Chief of Police*

## *City of Gulf Breeze* *Police Department*



**Rick Hawthorne**  
*Deputy Chief of Police*

### **CITY OF GULF BREEZE**

#### **REQUIREMENTS TO CONDUCT SPECIAL EVENT** **ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE**

Applicant must provide the following information at least thirty (30) days prior to the Special Event:

- a) The name and address of the organization or group requesting to hold a special event.
- b) The name, address, and telephone number of the person requesting the permit.
- c) The name, address, and telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- d) The date, hours, and specific location of the event.
- e) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- f) If this is a fundraising event, provide the name of the individual or organization benefiting from the fundraiser and indicated the proposed use of the funds.
- g) If this is a charitable event, provide the name of the benefiting charity, estimation of charitable contribution, and, if an annual event, previous year's charitable contribution and benefit charity's name.
- h) Sponsors of the Special Event will be responsible for all costs incurred by the City in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use

311 Fairpoint Drive · Gulf Breeze, FL 32561 · (850) 934-5121 · [www.gulfbreezepolice.com](http://www.gulfbreezepolice.com)

Accredited by Commission for Florida Law Enforcement Accreditation

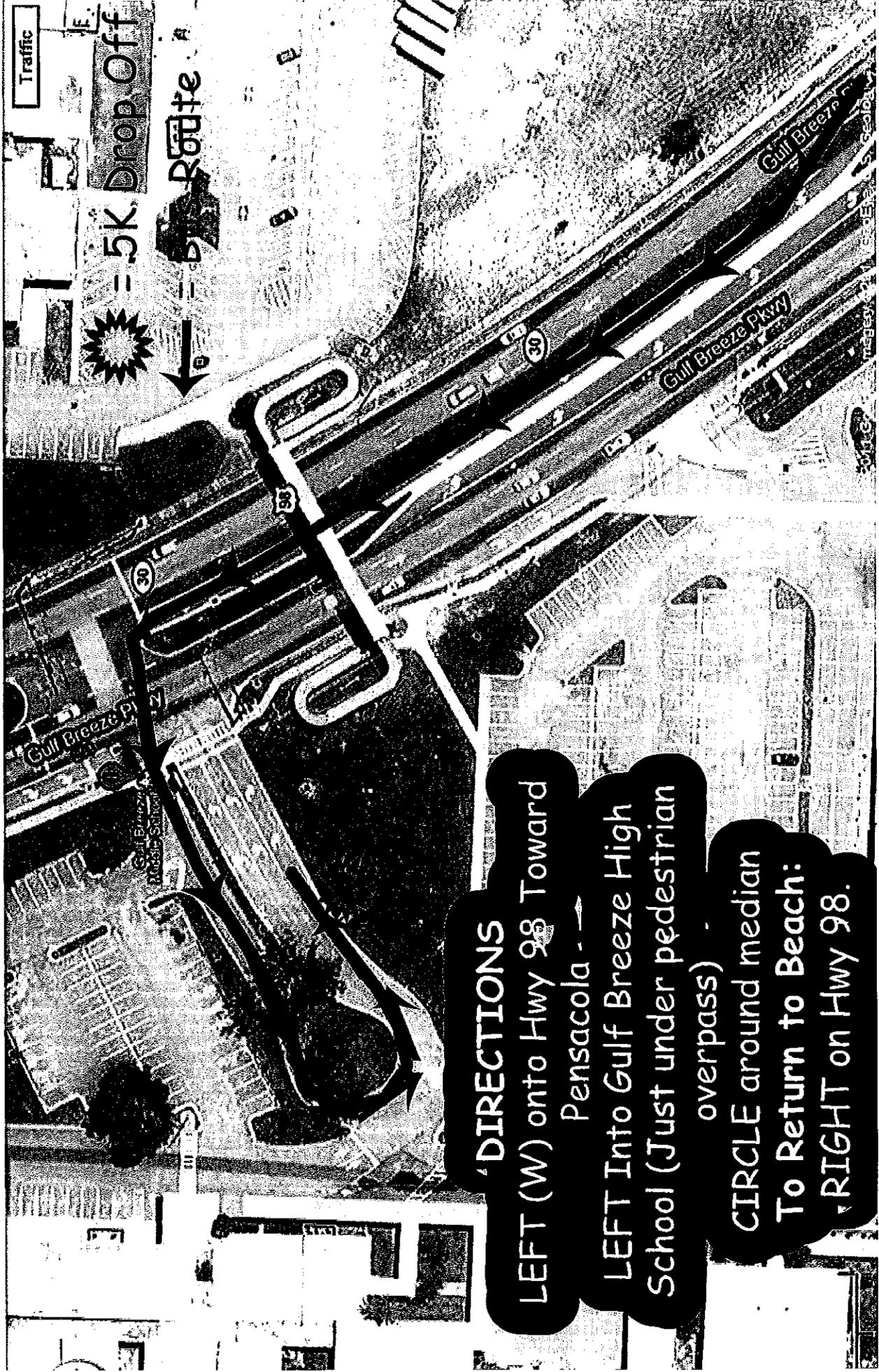


auxiliary and part-time officers to keep the expense down, but should we have to utilize fulltime personnel, the cost will increase considerably.

- i) Assurance that the applicant will conform to the necessary fire prevention rules, regulations, and guidelines.
- j) Assurance of indemnification and insurance coverage. The applicant shall agree to indemnify and hold harmless the City, its servants, agents, and employees for any and all claims caused by or arising out of the activities permitted. The applicant shall provide certification of an appropriate policy of insurance to protect the City from liability which might arise from the Special Event. The police occurrence limits shall not be less than \$1,000,000. A copy of the policy shall be submitted at the time of application.
- k) Sponsors shall be required to submit a detailed map illustrating the location of the vent and the streets which may be affected by the event. Per City Council action, no event will be allowed on U.S. Highway 98.
- l) Such other information as the Chief of Police and/or City Manager may deem necessary in order to provide for traffic control, street, and property maintenance, and the protection of the public health, safety, and welfare.
- m) Event sponsors will be responsible for cleanup of the event site and/or route. Failure by the sponsor to clean up the site will result in the City doing the cleanup and billing the sponsor for the actual cost.

  
Applicant's Signature                      12/8/15  
Date

Approved by:   
Gulf Breeze Police Department                      12-8-15  
Date



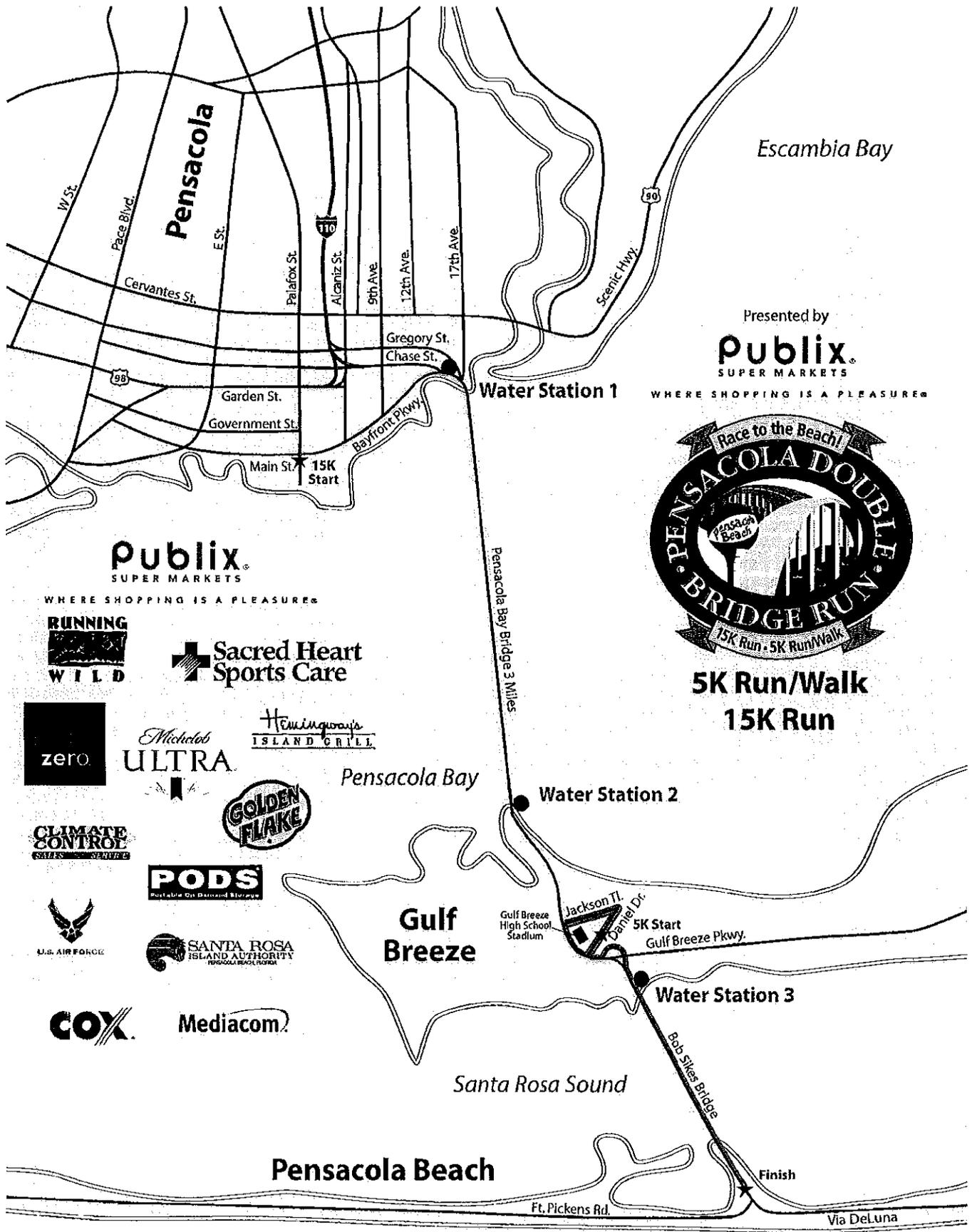
**'DIRECTIONS**

**LEFT (W) onto Hwy 98 Toward Pensacola -**

**LEFT Into Gulf Breeze High School (Just under pedestrian overpass)**

**CIRCLE around median To Return to Beach:**

**RIGHT on Hwy 98.**



Escambia Bay

Presented by  
**Publix**  
SUPER MARKETS

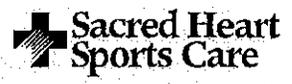
WHERE SHOPPING IS A PLEASURE



**5K Run/Walk**  
**15K Run**

**Publix**  
SUPER MARKETS

WHERE SHOPPING IS A PLEASURE



Pensacola Bay

**Gulf Breeze**

Santa Rosa Sound

**Pensacola Beach**

Gulf of Mexico

# City of Gulf Breeze

## Memorandum

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

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

**Date:** 12/3/2015

**Subject:** Police Vehicle Purchase

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The approved FY16 Police Budget authorized the purchase of two patrol vehicles at a cost of \$80,000. Typically, the City uses the state contract pricing to make police vehicles purchases. The units budgeted for were the Ford Police Interceptor Utility and the Ford Police Interceptor Sedan. Funding for this purchase is allocated from the Red Light Camera Fund. The Department ordered these vehicles shortly after the Department budget was approved. Typically, we would expect delivery early in 2016.

Hub City in Crestview has the state contract for police interceptor vehicles and currently has these vehicles in stock. This will expedite delivery. The total cost of these two vehicles is \$73,773.87. The additional cost to equip these vehicles will be less than \$2,000.00. A memorandum from Deputy Chief Hawthorne is enclosed, which provides additional information. As you can see from the enclosed, the Department also intends to dispose of two Crown Vic Interceptors with high mileage that are no longer useful for patrol purposes. They will be placed on GovDeals.com for disposal subject to City Council approval.

Also enclosed is a memorandum from Chief Hawthorne that provides a current Department inventory of vehicles. The two vehicles currently being recommended as surplus are listed in the "Spare Marked Unit" category. The vehicles currently in patrol that are being replaced will move into this category. The Department is also evaluating the disposal of the 2009 Chevrolet Silverado. This vehicle however, was obtained with a grant that requires additional evaluation prior to being declared surplus.

While not on this inventory, there is a 2005 Ford F150 in the Department's parking lot that should also be declared surplus. This vehicle was originally assigned to the Police Department, but was transferred to Parks and Recreation after it was no longer useful for patrol purposes. After a number of years in Parks and Recreation, it has reached the end of its useful life and requires significant repairs. Accordingly, it should be declared surplus along with the aforementioned Crown Vics as long as the City will be placing some vehicles on GovDeals.

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

**Recommendation: That the City Council approve the purchase of one (1) 2016 Ford Police Interceptor Utility vehicle and one (1) 2015 Ford Police Interceptor sedan from Hub City Ford Mercury of Crestview, Florida under the state contract at a total cost of \$73,773.87 with funding from the Red Light Camera Fund and further declare the following vehicles as surplus: 2007 Ford Crown Vic, VIN# 2FAFP71W87X111513; 2009 Ford Crown Vic, VIN# 2FAHP71V19X108973: and 2005 Ford F150, VIN 1FTPW12555FA37223 and authorize their disposal on Govdeals.com.**

Enclosures



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

December 3, 2015

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief *RH*

Re: Vehicle Purchases

In the 2016 budget the City Council funded the purchase of (2) new Police vehicles to be utilized in the Patrol function. The vehicles to be purchased are a 2016 Ford Utility Police Interceptor and a 2015 Ford Police Interceptor Sedan. Hub City Ford in Crestview has the state contract for these vehicles for the North part of Florida. Over the years we have purchased many vehicles through Joe Windrow, the Fleet Manager at Hub City. He has the vehicles in stock and ready to be equipped. The State contract price for the equipped vehicles is \$37,695.87 for the Utility Vehicle and \$36,078.00 for the Sedan. We will be utilizing some extra equipment that we already have on hand to help equip the vehicles. I am requesting authorization to purchase the two new Police Patrol Vehicles.

I have attached a list of vehicles that I wish for the City Council to deem surplus property in accordance with ordinance # 2-126. These items are of no use to the City any longer and need to be disposed of in accordance with Article 5, Gulf Breeze City Ordinance. As per our surplus property disposal procedures and unclaimed property rules, I would like to auction these items in the "Govdeals" auction site, with the proceeds being directly deposited into the city's general fund. All "Lots" indicated with an asterisk following the lot # will be restricted to bids only from police agencies and registered police sales companies

**Recommendation:** That the City Council approve the purchase of two new Police Vehicles for State Contract price of \$37,695.87 and \$36,078.00 respectively from Hub City Ford, Crestview Florida and proclaim the vehicles listed below as surplus so they can be placed on GOVDEALS.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

**Vehicles to be disposed of by placing them on Govdeals.com**

- 1. 2007 Ford Crown Victoria – This vehicle has very high mileage. It is not suitable for patrol. VIN 2FAFP71W87X111513**
- 2. 2009 Ford Crown Victoria- This vehicle has very high mileage. It is not suitable for patrol. VIN 2FAHP71V19X108973**



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

Memorandum

To: Curt Carver, Deputy City Manager

From: Rick Hawthorne, Deputy Chief *RHA*

Date: 12-03-15

Subject: Vehicle Inventory

I have attached a list of all vehicles that are property of the Police Department. The department currently has 18 full time officers and each officer has a take home vehicle. We have two spare marked patrol vehicles that are used by our part time officers or the full time officers if their vehicle needs repair. We have one marked patrol vehicle that is used by the VIPs.

Currently we have two extra vehicles parked at the station. One vehicle is parked due to the officer being on light duty. The other is because the officer is assigned to narcotics and does not drive a marked unit.

Chief Randle	2012 Toyota Prius
DC Hawthorne	2011 Toyota Camry
Sgt Armstrong	2014 Ford Utility
Sgt Neff	2004 Ford F250
Sgt Lyster	2011 Crown Victoria
Sgt Tatro	2013 Ford Utility
Ptl Taveirne	2014 Ford Utility
Ptl Nguyen	2013 Ford Utility
Inv Baker	2005 Ford 500
Ptl Troy	2013 Ford Utility
Ptl Eskridge	2015 Ford Utility
Ptl White	2011 Chev Tahoe
Inv Skelton	2004 Lexus

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Ptl Roberson	2009 Crown Victoria
Ptl Scapin	2013 Ford Utility
Ptl Goff	2015 Ford Utility
Ptl Pagonis	2010 Chev Camaro
Ptl Pulley	2011 Crown Victoria

#### Spare Marked Units

VIPS	2005 Crown Victoria
Spare	2007 Crown Victoria
Spare	2009 Crown Victoria
Spare	2011 Crown Victoria

#### Unmarked Spares

2000	Jeep Cherokee
2005	Crown Victoria
2005	Ford Sport Trac – used by Ric Ruminski
2009	Chevrolet Silverado

The two new vehicles will replace the 2007 and 2009 spare vehicles. Those vehicles will be placed on GOVDEALS.



# City of Gulf Breeze

## MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: December 9, 2015

**SUBJECT: FIRE DEPARTMENT RADIO PURCHASE**

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As you are aware, this year's fire control budget includes \$25,000 for the purchase of five portable radios and one mobile radio that are compatible with the new Santa Rosa County (County) public safety radio system. As staff briefed the City Council in the budget workshop, after several years of discussion, the County decided to move forward with a 700 MHz trunked radio system. The new system will allow for interoperability between public safety agencies during a major incident as well as day-to-day operations. As it stands, the current system is based on 1970's technology. Escambia County switched to a similar system three or four years ago.

As part of the project, the County is providing the fire department with 15 portable radios and seven mobile radios. However, this number falls short of our existing fleet. During this year's budget workshop, staff identified that we would need 10 additional portable radios and two additional mobile radios to match our current numbers. Due to the costs, staff proposed that the acquisition be broken up over a two-year period.

The County is approximately three-quarters of the way through the project and has indicated that the new system will go live in February. With that in mind, staff would like to move forward with the procurement of the first half of the radios so that we have enough time to order them and have them programmed so that they can be online on the go live date.

The County's purchasing agreement requires that Motorola extend the contract pricing to agencies that wish to acquire additional equipment. The pricing for the additional radio is as follows:

**FIRE DEPARTMENT RADIO PURCHASE**

Page 2 of 2

Type	Model	Price (ea)	Quantity	Total
Mobile	APX 4500	\$3,175.75	1	\$ 3,175.75
Portable	APX 6000XE	\$4,468.00	4	\$17,872.00
Portable	APX 6000Li	\$3,380.72	1	\$ 3,380.72
Total				\$24,428.47

For comparison purposes, the County is providing the fire department the following equipment free of charge: five APX 6000XE at \$44,680.00; four APX 6000Li at \$16,903.60; and seven APX 4500 at \$22,230.25. This equates to a total of \$83,813.85.

This year's budget has allocated \$25,000 in funds from the redlight camera proceeds for the acquisition of the radios. Pursuant to Section 4(1) of the City of Gulf Breeze Purchasing Policy, staff is requesting the required bid process be waived since these items are under contract with the County.

"Items under State Contract or under contract with a local government body in Santa Rosa or Escambia County or the State of Florida, may be purchased without competitive bidding. In such cases the contract reference number must appear on the purchase order."

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE FIRE DEPARTMENT TO PROCURE FIVE PORTABLE RADIOS AND ONE MOBILE RADIO FROM MOTOROLA FOR \$24,428.47.**

CSC  
Attachment



Prepared By: Richard Shelby

PREPARED FOR: Brad Baker  
AGENCY: Santa Rosa County

**PORTABLES**

**Equipment Details and Pricing**

Qty.	Model	Description	List Price	H-GAC Contract Discount	Total Price
150 purchased	1 H98UCF9PW6AN (One Year Warranty)	APX6000 "XE" <b>MODEL 2.5</b> PORTABLE (Top Display & Limited Keypad) (Includes Belt Clip Carry Holder & 2,300mAh FM Battery)	\$ 2,200.00	\$	\$ 1,650.00
	1 QA02006	Rugged "XE" Radio Option - Delta-T Certified	\$ 800.00	\$	\$ 600.00
	1 QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	\$	\$ -
	1 Q806	ADD: ASTRO DIGITAL P25 OPERATION	\$ 515.00	\$	\$ 386.25
	1 H38	ADD: SMARTZONE TRUNKING OPERATION	\$ 1,200.00	\$	\$ 900.00
	1 Q361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$	\$ 225.00
	1 QA01427	ADD: GREEN COLOR or YELLOW COLOR <b>BLACK - NO Extra Charge</b>	\$ 25.00	\$	\$ 18.75
	1 QA00580	ADD: TDMA OPERATION	\$ 400.00	\$	\$ 300.00
	1 WPLN7080	SINGLE UNIT CHARGER	\$ 125.00	\$	\$ 100.00
	1 Spare Battery	ADD: SPARE 2,300mAh Battery	\$ 140.00	\$	\$ 112.00
	1 Carry Case	ADD: LEATHER SWIVEL CASE	\$ 65.00	\$	\$ 52.00
	1 NNTN8203	ADD: "XE" SPEAKER MICROPHONE (Green, Yellow or Black)	\$ 335.00	\$	\$ 268.00
	1 Programming	ADD: Programming & User Name/Talkgroup Template "Set-Up"	\$ 60.00	\$	\$ 60.00
	1 <b>Additional Discount</b>	<b>Additional discounted related to P25 System Purchase</b>	\$ (204.00)	\$	\$ (204.00)
		<b>Total</b>			\$ 4,468.00
50 purchased	1 H98UCD9PW5 N (One year warranty)	APX6000 "Lj" <b>MODEL 2.5</b> PORTABLE (Top & Front Display) (Includes Detachable Belt Clip) 96 Channels, 2,150 mAh Battery	\$ 2,200.00	\$	\$ 1,650.00
	1 QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	\$	\$ -
	1 QA02756	ADD: P25 9600 BAUD TRUNKING SOFTWARE	\$ 1,570.00	\$	\$ 1,177.50
	1 GA00580	ADD: TDMA OPERATION	\$ 400.00	\$	\$ 300.00
	1 WPLN7080	SINGLE UNIT CHARGER	\$ 125.00	\$	\$ 100.00
	1 PMMN4062A	ADD: SPEAKER MIC (Noise Cancelling, Audio Jack, Emergency Button)	\$ 107.00	\$	\$ 85.60
	1 NNTN8092	ADD: SPARE BATTERY - 2,300mAh FM	\$ 140.00	\$	\$ 112.00
	1 Carry Case	ADD: LEATHER SWIVEL CASE	\$ 65.00	\$	\$ 52.00
	1 Programming	PROGRAMMING & Talk Group "Template" Set-Up	\$ 60.00	\$	\$ 60.00
	1 <b>Additional Discount</b>	<b>Additional discounted related to P25 System Purchase</b>	\$ (156.38)	\$	\$ (156.38)
		<b>Total</b>			\$ 3,380.72
100 purchased	1 H98UCD9PW5 N (One year warranty)	APX6000 "Lj" <b>MODEL 1.5</b> PORTABLE (Top Display ONLY) (Includes Detachable Belt Clip) 96 Channels, 2,150 mAh Battery	\$ 1,900.00	\$	\$ 1,425.00
	1 QA01749	ADD: ADVANCED SYSTEM KEY - SOFTWARE KEY	\$ -	\$	\$ -
	1 QA02756	ADD: P25 9600 BAUD TRUNKING SOFTWARE	\$ 1,570.00	\$	\$ 1,177.50
	1 GA00580	ADD: TDMA OPERATION	\$ 400.00	\$	\$ 300.00
		<b>Total</b>			\$ 3,000.00





# *City of Gulf Breeze*

## Memorandum

**To:** Mayor and City Council  
Edwin A. Eddy, City Manager

**From:** Leslie Guyer, City Clerk

**Date:** 12/4/2015

**Subject:** 1. Payment of Dues – West Florida Regional Planning Council - TPO  
2. Payment of Dues – Bay Area Resource Council

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Attached are two letters requesting payment for staff support of agencies in which the City participates. First is payment of \$221.00 to the West Florida Regional for its support of our regional transportation planning organization. Second is payment to the Bay Area Resource Council for annual membership. The amount is \$1,500 for BARC.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENTS OF \$221.00 TO THE NWFRPC FOR STAFF SUPPORT OF THE TPO AND \$1,500.00 TO THE BARC FOR ANNUAL MEMBERSHIP.**

West Florida Regional Planning Council

4081 E. Olive Road  
Suite A  
Pensacola, FL 32514  
U.S.A.



INVOICE

Invoice Number: 5784  
Invoice Date: November 23, 2015

Voice 850-332-7976  
Fax 850-637-1923

Bill To:	Ship To:
CITY OF GULF BREEZE EDWIN EDDY CITY MANAGER 1070 SHORELINE DRIVE GULF BREEZE, FL 32561	WEST FLORIDA REGIONAL PLANNING COUNCIL P.O. BOX 11399 PENSACOLA, FLORIDA 32524-1399

Customer ID	Customer PO	Payment Terms	
C-BARC-9-020			
Sales Rep ID	Shipping Method	Ship Date	Due Date
	US Mail		

Description	Amount
CITY OF GULF BREEZE BAY AREA RESOURCE COUNCIL DUES FY 2015-2016	\$1,500.00

 Signature of Approval	Subtotal	\$1,500.00
	Sales Tax	
 Signature of Approval	Total Invoice Amount	\$1,500.00
	*Payment/Credit Applied - Per contract	
	<b>Total</b>	<b>\$1,500.00</b>



RECEIVED

MAY 14 2015

Thomas Abbott, Chairman  
Nathan Boyles, Vice-Chair

Terry A. Joseph, Executive Director

**TO:** Member Counties and Cities – West Florida Regional Planning Council  
Member Counties and Cities – Transportation Planning Organizations

**FROM:** Terry Joseph, Executive Director 

**DATE:** May 1, 2015

**RE:** Annual Budget & Work Program – 2015/2016-**REVISED**

The West Florida Regional Planning is pleased to submit the combined annual budget request for the following organizations:

West Florida Regional Planning Council  
Florida-Alabama Transportation Planning Organization  
Okaloosa Walton Transportation Planning Organization  
Bay County Transportation Planning Organization

The West Florida Regional Planning Council and the Transportation Planning Organizations have approved the work programs and budgets detailed in the enclosed *West Florida Regional Planning Council Adopted Budget and Work Program* October 1, 2015 – September 30, 2016.

The **CORRECTED** total amount requested for FY2015-2016 is shown below. Please pay this amount **after** October 1, 2015. An invoice will be provided after that date.

Thank you for allowing the Council to serve your local government.

The total amount requested from the City of Gulf Breeze is: \$221.00 FTA Match

**Total Due: \$221.00**

# **Annual Budget and Work Program**

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**October 1, 2015 – September 30, 2016**



**Approved April 20, 2015**

## **WEST FLORIDA REGIONAL PLANNING COUNCIL**

### **OUR MISSION**

The mission of the West Florida Regional Planning Council is to provide professional planning, coordinating, and advisory services to local governments, state, and federal agencies and the public in order to preserve and enhance the quality of life in Northwest Florida.

### **OUR REGION**

The West Florida Regional Planning Council (WFRPC) continues in our 50<sup>th</sup> fiscal year. In 1964-65, local leaders had a vision of how growth should occur in Escambia County and the City of Pensacola. This early desire for thoughtful planning led to many of the improvements that have sustained our quality of life in northwest Florida. Although the impetus for the Council formation was transportation improvements, the agency quickly acquired expertise in important topics such as environmental justice, housing revitalization, air quality, wastewater improvements, and water quality. These varied disciplines remain evident in this year's work program.

The WFRPC strives to continue intergovernmental coordination and intergovernmental solutions to address issues facing our region. The planning council is committed to encouraging balanced growth and organized change in areas of transportation, economics, and environmental planning.

A key benefit of council membership is the professional technical assistance that it can provide to our region's municipalities. This past year WFRPC gained eight new municipal members. The cities of Bonifay, Chipley, Freeport, and Panama City Beach, and the towns of Jay, Paxton, Ponce de Leon, and Vernon joined as members of the planning council. Regional Planning Councils are an important resource for local governments, providing a forum for coordination and cooperation, and we are excited with the addition of these municipalities to our regional efforts.

Thank you to the counties and cities of northwest Florida for your cooperation and participation in our effort to preserve and enhance the quality of life in Northwest Florida.

**WEST FLORIDA REGIONAL PLANNING COUNCIL**  
**October 1, 2015 - September 30, 2016**

**I. WORK PROGRAM**

**ECONOMIC DEVELOPMENT**

The Council achieved designation as an Economic Development District on June 28, 1995. As an economic district, the overall work program goal is to provide technical assistance to local governments and businesses for Economic Development Administration (EDA) programs. Funding for public works projects is used for water and sewer facilities for projects primarily serving industry and commerce, access roads to industrial parks or sites, and port improvements. Funding for local technical assistance through feasibility studies, impact analyses, and disaster resiliency plans is available to strengthen local capacity to undertake economic projects. Also, the Comprehensive Economic Development Strategy (CEDS) required by EDA is updated annually with a major re-write every 5 years. Last year the document was revised to mirror the Florida Chamber Foundation's Six Pillars of Economic Development. Through this effort all CEDS in the state now have a similar format. In conjunction with the Strategic Regional Policy Plan (SRPP), the CEDS document serves as a guide to economic development planning in the region. The CEDS committee, consisting of economic development representatives from the region, reviews the CEDS and assists staff with the annual update.

**BROWNFIELD ASSESSMENT & REVOLVING LOAN FUND**

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Recent activities undertaken by the WFRPC resulted in significant environmental work and overall enhancement in several communities served by the Council-Fort Walton Beach, Century, Panama City & Washington County. Funds awarded for these activities total \$1.615 million of federal dollars for use within communities served by the WFRPC. The Revolving Loan funds can be loaned or sub-granted to eligible entities including private entities (loans only), municipalities, county governments and non-profit entities. The Assessment funds can be used to perform Phase I and II Environmental Site Assessments (ESA) of petroleum or hazardous substances, public outreach, and development of remedial alternatives. The awards restrict use of the funds for indirect costs. Therefore, to reduce costs to the Council, consultants are used for the program as much as possible. With the addition of the consultants, this program is essentially a pass through program for the Council.

**HAZARDOUS MATERIALS PLANNING ASSISTANCE**

The Council contracts with the Florida Department of Emergency Management (DEM) to provide Hazardous Materials Planning Assistance in the region. Title III of the Superfund Amendment and Reauthorization Act (SARA) requires the formation of Local Emergency Planning Committees (LEPCs) to plan emergency responses for facilities that have hazardous materials present. The Council serves as staff to the LEPC for the seven counties in Region I. The LEPC is responsible for collecting, managing, and disseminating the chemical reports submitted by facilities in the region; responding to public inquires; assisting facility representatives in completing initial and annual report forms; and developing a Regional Emergency Management Plan for Hazardous Materials. Staff reviews the seven updated County Hazards Analyses and adds the information in the Regional Emergency Management Plan Annual Update. A web site is maintained to inform the public and other agencies of hazardous materials planning activities in the region. The Council also serves as staff to various subcommittees formed by the LEPC including Exercise Design, Training, Education, Transportation and Plan Review. An exercise of the

Regional Plan is designed and held every two years.

Staff completes field visits and computer program (CAMEO) analysis for extremely hazardous materials facilities in Bay and Washington Counties. This information is then shared with county emergency managers involved in first response.

The U.S. Department of Transportation provides funds through DEM pursuant to the Hazardous Materials Emergency Preparedness Grant (HMEP) for use on planning projects and training of public sector employees. The LEPC may choose from applicable projects, such as conducting a commodity flow transportation study, enhanced hazards analysis, training needs survey, shelter-in-place program, or conduct an LEPC Plan exercise. Public sector emergency responders are trained on Hazardous Materials Level courses. Emphasis during this funding cycle will be on Technician Level, the annual SERC Hazmat Symposium and Clandestine Labs Awareness.

### **EMERGENCY PLANNING**

The Council, in conjunction with the other ten planning councils throughout Florida, contracts with the Florida Department of Emergency Management, the Statewide Domestic Security Task Force, and the Department of Homeland Security, to support a wide range of activities, including teaching classes such as Homeland Security Exercise Evaluation Program (HSEEP) to the emergency response community, and developing or supporting the local component of the statewide terrorism exercises. Various exercises are planned and executed throughout the year as needed.

### **STATEWIDE REGIONAL EVACUATION STUDY PROGRAM (SRESP)**

Development of Directional Surge Atlases began in June 2014, with a final deliverable of May 2015. The final deliverable is a completed Volume 10 Storm Tide - Directional Atlas Series for each coastal county in the West Florida Region - Escambia, Santa Rosa, Okaloosa, Walton, and Bay. Evacuation Transportation Updates for years 2015 and 2020 began in January 2015, with a final deliverable of September 2015. Final deliverables include updated Volume 1 Chapters 5 - Regional Shelter Analysis and 6 - Regional Evacuation Transportation Analysis, Volume 4 - Evacuation Transportation Analysis, and Volume 5 - Evacuation Transportation Supplemental Data Report. It is anticipated additional pieces of the SRESP will be funded this year.

### **GENERAL REVENUE, DRIs and SRPP**

The Council no longer receives state funding to perform services required by various Florida Statutes. In general, these services include carrying out Development of Regional Impact (DRI) review and maintenance, Strategic Regional Policy Planning (SRPP) review and update, and dispute resolution.

Council staff performs a variety of tasks for the State including review of local government Comprehensive Plans, County Comprehensive Emergency Management Plans, grant application review for Coastal Management consistency, and intergovernmental coordination review of selected state and federally funded projects. Council staff also reviews environmental assessments, preferred selected sites of local school boards and the U.S. Postal Service, and Work in State Waters applications for coastal management compliance.

### **DEVELOPMENTS OF REGIONAL IMPACT**

Council staff is responsible for coordination of the review of large-scale projects as required by Chapter 380, Florida Statutes. Through the coordination of the Development of Regional Impact (DRI) program, the Council receives comments from governmental agencies on all levels and prepares an assessment with Development Order recommendations for the local government of jurisdiction. A fee is charged to applicants for review coordination of new projects. No new DRIs are anticipated this fiscal year.

As revisions are made in approved DRIs, Notices of Proposed Change (NOPC) are filed with the Planning Council. The complexity of the review varies with each project. The applicant pays for these and new DRI review costs.

### **STRATEGIC REGIONAL POLICY PLANNING**

The Council adopted the West Florida Strategic Regional Policy Plan (SRPP) in July 1996, approved amendments in February 2001, and completed an Evaluation and Appraisal Report (EAR) in 2011. The Plan provides long-range guidance through the identification of regional goals and policies for affordable housing, economic development, emergency preparedness, natural resources, and regional transportation. SRPP policies provide the basis for regional review of DRIs, federally assisted projects, and other regional comment functions.

### **TRANSPORTATION PLANNING ORGANIZATIONS (TPO)**

A Transportation Planning Organization is the local intergovernmental board responsible for transportation policy-making for each urbanized area designated by the US Bureau of the Census. The West Florida Regional Planning Council is the only Council in Florida providing staff services to three (3) transportation planning organizations. The Council serves as staff to the transportation planning organizations (TPO) in the urbanized areas (UZAs) of: Florida-Alabama (Pensacola), Okaloosa-Walton (Fort Walton Beach), and Bay County (Panama City). The Florida-Alabama TPO is the only interstate TPO in Florida.

During Fiscal Year 2014, the TPO boundaries and membership were revised based on the 2010 Census with the following, substantive changes:

- Addition of Orange Beach, AL to the UZA of Pensacola and addition of a member from Orange Beach to the Florida - Alabama TPO. This brings the membership to the current cap of nineteen (19).
- Switch of largest incorporated area from Fort Walton Beach to Crestview. This, and other changes in population, resulted in an increase in membership for Crestview; a decrease in membership for Fort Walton Beach and the addition of Freeport as a voting member on the Okaloosa -Walton TPO.
- Addition of a second member from Panama City Beach to the Bay County TPO. This brings the membership to the current cap of nineteen (19).

In FY 2015 Interlocal Agreements based on the above membership apportionment were drafted, sent for legal review and presented to each TPO for consideration and approval. The Okaloosa – Walton and Bay County agreements were approved by the TPOs and as FY 15 passes, are being placed on member local government agendas for approval. One issue that surfaced during review was Alabama Department of Transportation (DOT) taking issue with some language in the agreement required by Florida DOT. Approval by the TPO is on hold as the DOTs work through this issue.

On July 6, 2012, President Obama signed into law, P.L. 112-141, the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21). This law authorizes the federal surface transportation policy and programs for two years, at a total of \$105 billion. MAP-21 expedites project delivery, establishes policies to improve freight movement, enhances innovative financing options and consolidates a number of highway programs across the federal highway, transit and safety programs. MAP-21 took effect on October 1, 2012, with a three month extension of current law and expired on September 30, 2014. Several bill extensions have occurred with the current extension set to expire May of 2015. Joint regulations referenced above are being promulgated and implemented. Staff has and will continue to stay abreast of requirements and changes to policy and procedure through the coming year. This is especially applicable in the area of performance measures at the State and urbanized area levels.

TPOs are responsible for providing a continuing, cooperative and comprehensive transportation planning process as a condition for receiving federal and state transportation funds. The three (3) major products of the TPO are the:

- **Unified Planning Work Program (UPWP)** - a description of work tasks and budget;
- **Long-Range Transportation Plan (LRTP)** - a fiscally-constrained long-range transportation plan for the metropolitan area covering a planning horizon of at least 20 years that fosters mobility and access for people and goods, efficient system performance and preservation, and quality of life; and
- **Transportation Improvement Program (TIP)** - a five-year program of budgeted improvements.

The TPOs assist the transit organizations in the three, urbanized areas with their **Transit Development Plans (TDP)**, a ten-year capital and finance plan for public transportation. Because the Bay County TPO is the transit agency in Bay County, this is a direct responsibility of the Bay County TPO. An annual update of the TDP shall be in the form of a progress report on the ten-year implementation plan. Major updates are completed every fifth year. The three transit systems in the region completed the last major updates in FY 12.

Funding for each TPO is derived from federal, state and local government sources. The majority of each TPO budget is comprised of Federal PL funds received from the Federal Highway Administration and passed through the Florida Department of Transportation. PL funds must be matched at 81% federal, and 19% local. The local match is provided by the Florida Department of Transportation with toll revenue credits that is "soft match". This significantly reduces the local funds needed for match. The Florida Department of Transportation also provides limited 100% planning grants for transportation planning purposes – generally for major updates of the Long Range Transportation Plans. The TPO budget is approved annually in April by each TPO as part of the Unified Planning Work Program.

An extensive public involvement process is included in the TPO planning process to ensure that citizens of the area have an opportunity to participate in selection of the improvements to be implemented. Public involvement includes seeking comments from traditionally underserved citizens and is designed to satisfy the Federal requirements of Title VI of the Civil Rights Act and policies on Environmental Justice. To this end, each TPO maintains an approved **Public Participation Process Manual**.

Federal and state regulations require **Congestion Management Process Plans (CMPP)**. The Congestion Management Process, as defined in federal regulation, is intended to serve as a systematic process that provides for safe and effective integrated management and operation of the multimodal transportation system. The CMPP provides baseline level of service ratings of road, bicycle, pedestrian and transit facilities. Improvements to bicycle, pedestrian and transit facilities can provide effective long-term strategies to reduce vehicle traffic. The CMPP can help identify corridors that would benefit most from bicycle/pedestrian/transit improvements and relieve congestion on the road system.

The **Strategic Intermodal System (SIS)**, instituted in 2004, fundamentally shifted the way Florida views the development of and makes investments in its transportation system. The SIS is composed of transportation facilities and services of statewide and interregional significance. It represents an effort to link Florida's transportation policies and investments to the state's economic development strategy. The SIS focuses on complete end-to-end trips, rather than individual modes or facilities. Section 339.135, Florida Statute requires the allocation of at least 50% of any new discretionary highway capacity funds to the SIS. The FDOT has established a policy that 75% of all transportation capacity funds be allocated to the SIS, with the exception of funds allocated to the Transit Program and STP funds attributable to areas with populations over 200,000 (SU funds).

The Department has completed the 2013 Data and Designation Review of all existing and potential SIS facilities using proposed new criteria and the most recent available data. This review identifies potential changes to the list of designated SIS facilities as a result of the criteria changes as well as updated data on transportation and economic activity levels. Proposed changes affecting facilities in the Region include addition of the connection between Hurlburt Field and SR 123, Eglin Parkway to U.S. 98 Miracle Strip Parkway to Cody Ave.; and the connection between Eglin AFB and SR 123: Eglin to John Sims Parkway to Eglin Blvd.

The emphasis on approaching transportation issues from a regional perspective is a high-priority of federal and state transportation agencies. The second priority for state and federal transportation construction dollars in Florida is regionally significant transportation projects. The Florida Legislature created the **Transportation Regional Incentive Program (TRIP)** to implement regionally significant projects identified through partnerships of two or more MPOs and/or counties. TRIP requires a regional network and priorities to support applications for funding through the Florida Department of Transportation. The Council staffs two regional partnerships. The Florida-Alabama and Okaloosa-Walton TPOs have formed the Northwest Florida Regional Transportation Planning Organization, a four-county transportation planning partnership. The Bay County TPO, Gulf County, Holmes County and Washington County formed and maintain the Bay, Gulf, Holmes, Washington Regional Partnership for their four-county area to qualify for TRIP funding.

In FY 13, the Regional TPO partnered with the Council to hold the 1<sup>st</sup> Annual Emerald Coast Transportation Symposium. The event attracted 186 people from as far west as Mobile, Alabama and as far south as Tampa, FL. The 2<sup>nd</sup> Annual Symposium was held in May 2014 and was expanded in length and scope. A 3<sup>rd</sup> Symposium is planned for November 2015.

Consideration must be given to impacts of planned transportation projects on social, environmental, and economic resources. The goal is to allow permitting agencies early review of transportation projects through **Florida's Efficient Transportation Decision-Making Process (ETDM)**. The intent of the ETDM is for the TPOs to submit projects for early review and comment during the planning process. If there are serious environmental concerns with a project, permitting agencies will flag the projects for more detailed review. ETDM also includes a socio-cultural evaluation. The FDOT and University of Florida developed an Internet-based GIS application being used by all MPOs, environmental resource agencies, and the Department, to review the impacts of new, major transportation projects. This system has been designed to shorten the delivery time on major projects while maintaining a thorough and rigorous review of project impacts. A major focus for the TPOs continues to be developing Community Profiles. These Profiles describe Census Designated Places and other locally defined communities and are used to disseminate information to and collect information and input from the citizens of each community.

The **Transportation Alternatives Program (TAP)** was authorized by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21). The TAP redefines the former Transportation Enhancements (TE) Program eligibilities and consolidates them with the Safe Routes to Schools (SRTS), and the Recreational Trails Program. With the exception of the Recreational Trails Program, the TAP is administered by the Florida Department of Transportation. The programming of transportation alternatives projects is handled by the department's district offices. In FY 15, TAP criteria were reviewed and confirmed by the three (3) TPOs. The TPOs solicit for, prioritize and submit prioritized projects to FDOT for consideration.

**Bicycle/Pedestrian** planning is included in the TPOs' Unified Planning Work Programs. Recently, this program has focused on safety, because Florida has a significant bicyclist and pedestrian accident and fatality rate.

Comprehensive Bicycle/Pedestrian Needs Plans are in place for each urbanized area. An update for the urbanized areas of Escambia, Santa Rosa and Baldwin Counties was completed in FY11. An addendum completed in FY 12 added 100 center-line miles of pedestrian and bicycle analysis and tiered recommendations. The Plan for Bay County was adopted in June 2011. The Plan for Okaloosa and Walton Counties was updated in FY 12. Both Plans include recommended projects in Tiers from I to V.

### **PUBLIC TRANSPORTATION**

The Federal Transit Administration (FTA) provides funds to support public transportation planning through the **Section 5305 (formerly Section 5303) Planning Program**. Federal Highway Administration (FHWA) provides Planning (PL) funds that can also be used to support public transportation planning efforts. The federal share, for both the 5305 and PL funds, is 80% and the state and local share is 10% each. These funds are budgeted and approved by each Transportation Planning Organization (TPO).

Public Transit Block Grant recipients are required to conduct a Transit Development Plan (TDP) Major Update every five years. The block grant recipients are Escambia County, Okaloosa County, and the Bay County TPO. The TDP Major Update process for these recipients will begin in 2015 and will be completed. The adopted TDP will be submitted to the Florida Department of Transportation (FDOT) by September 1, 2016. TPO staff will coordinate and assist recipients and transit agencies with the major updates.

A Transit Education and Public Relations campaign for each of the three TPO areas is ongoing and covers a three year period (2013-2015). Additionally, the FL-AL TPO approved completion of a Transit Facilities Standards Study and a Regional Transit Authority Study. The Facilities Standards Study will be completed in Summer 2015 and the RTA Study is scheduled for completion in FY 2016.

Staff presented a scope and notice to proceed (NTP) for a feasibility study, for seasonal transit service in Orange Beach, AL and surrounding areas, to the Florida-Alabama TPO in April of 2015. Orange Beach became part of the Pensacola, FL-AL urbanized area in the 2010 census. If the TPO approves the scope and NTP, the feasibility study will be completed in 2016 by the TPOs General Planning Consultant. Staff has also been working with Walton County to develop a scope for a study of the feasibility of seasonal transit service on County Road 30-A. At this time, it appears that FDOT will contract with the Center for Urban Transportation Research at the University of S. Florida for this study.

### **TRANSPORTATION DISADVANTAGED PROGRAM**

This program was initiated in 1990. The West Florida Regional Planning Council (WFRPC) performs planning for the coordinated transportation disadvantaged systems in all seven (7) counties in the Region. This planning support is provided by the Florida Commission for the Transportation Disadvantaged (CTD). The Commission provides 100 percent state funding for planning purposes from the Transportation Disadvantaged Trust Fund to the WFRPC, which serves as the Designated Official Planning Agency for Holmes and Washington Counties. The Florida-Alabama, Okaloosa-Walton, and Bay County Transportation Planning Organizations (TPOs) serve as the Designated Official Planning Agencies for the remaining five (5) counties located in the respective urbanized areas.

Work entails general administration (e.g., agenda, minutes, etc.) in support of each Local Coordinating Board (LCB); reviewing funding applications; compiling actual expenditure reports for all local and direct federal transportation dollars; evaluation of the designated Community Transportation Coordinator (CTC); assisting in the development of the CTC's Memorandum of Agreement/Service Plan; developing needs and service plans for each area in a Transportation Disadvantaged Service Plan (TDSP) that meets the requirements of the federal Coordinated Public Transit – Human Services Transportation Plan; monitoring the service provided; mediation of conflicts including identification and elimination of barriers to coordination; and other support requested by the LCB. Coordinated transportation costs are

continually monitored by the respective local LCBs.

In cooperation with the Local Coordinating Board, staff solicits and recommends a CTC for each county to the Florida Commission for the Transportation Disadvantaged (CTD). Significant CTC changes have occurred in Escambia and Bay Counties. Escambia County elected to become the CTC beginning July 1, 2014 and Bay County elected to become the CTC during an emergency period beginning January 1, 2014. Bay County has since been approved by the CTD to continue as the CTC under contract through 2019. As CTC they worked with the staff and coordinating board to procure an operator for Bay Area Transportation. The incumbent CTC and primary operator in Santa Rosa County gave notice, effective December 31, 2014. RPC staff coordinated with potential entities to serve as CTC for a six-month emergency period. During the spring of 2105 staff issued an RFP for Community Transportation Coordinator for Santa Rosa County. Staff received two responses. Staff has spent an extensive amount of time assisting both counties with their transitions.

The Florida-Alabama and Bay County TPOs are recipients of **Job Access and Reverse Commute (JARC) and New Freedom (NF)** grant funds to support work-related transportation and transportation services to the disabled. The grant programs were eliminated with the authorization of MAP-21, program grant funds for Escambia County will continue to be administered by staff.

#### **WEST FLORIDA COMMUTER ASSISTANCE PROGRAM**

The Council, under contract with FDOT, has operated the West Florida Commuter Assistance Program, rideOn since 1977 and will continue to do so in FY 2015. The program helps commuters transition from driving alone to more efficient modes of travel, such as carpools, vanpools, transit, bicycling and walking. The purpose of the program is to reduce vehicle miles travelled and congestion, thereby alleviating the need to add road capacity.

Planners market the program to employers and individuals in the 10 westernmost counties in the Panhandle. In 2015 the goal is to make 10 on-site visits to employers, promote to all 3 TPOS, all Transportation Disadvantaged local coordinating boards and all local jurisdictions. rideOn will also maintain billboards promoting the program to individual commuters in each urbanized area in the region.

rideOn planners staff a rideOn hotline providing assistance to individuals and organizations wishing to learn more about alternative alerts. The core of the rideOn program is a website providing access to software that provides commuters to register and match their commutes to the commutes of already registered commuters for the purpose of creating a new car/van pool or joining an existing car/van pool. Planners contact each new registrant to assist them with their match request and to maintain the integrity of the registration data.

rideOn planners also provide support to several private van pool operators in the region and ensure that their riders are registered in the database, so that these commuters are eligible to receive the emergency ride benefit, which provides a free ride home if the commuter should need to return home before the van/car pool leaves. Planners administer this program, ensuring emergency ride home providers are available, documentation of invoices is adequate, and riders are following program rules.

Additionally, planners continue to research locations for new park and ride lots, which FDOT constructs as funds become available. Park and ride lots facilitate car and van pools and there are currently more than 20 active park and ride lots in the region. In FY 2014, rideOn planners worked with WFRPC GIS staff to create an interactive park and ride lot map for the WFRPC website. In FY 2015, ride On will work with Commuter Services of North Florida to add park and ride lots in the rest of FDOT Region 3 to the map, thus providing a comprehensive map of all park and ride lots in Region 3.

Finally, rideOn has contracted with a promotional and marketing firm to develop a program to strengthen the brand awareness of rideOn in the region. This initiative is in response to an FDOT-sponsored evaluation of commuter assistance programs across the state that found that, although rideOn performed well in terms of matching commuters and creating car/van pools, brand recognition was below par. rideOn submits quarterly performance reports to FDOT and presents its work program to the council annually.

#### **RURAL TRANSPORTATION WORK PROGRAM LIAISON**

In 2006, the Council began staffing a program under contract with the Florida Department of Transportation. The Council acted as a liaison between District 3 and rural incorporated and unincorporated areas of Escambia, Santa Rosa, Okaloosa, Walton, Holmes, and Washington Counties. FDOT District 3 has elected to staff this program internally beginning in FY 2016.

#### **HAZARDOUS WASTE VERIFICATION**

The Council contracts directly with Santa Rosa, Okaloosa, Washington and Holmes counties to complete the Small Quantity Hazardous Waste Generator (SQG) grant program from the revenue sources that were identified by the local governments to continue the program after grant funds were expended. Section 403.7225, Florida Statutes requires the SQG program to identify businesses, non-profits, and governmental entities that generate or have the potential to generate hazardous wastes as specified in the Federal Resource Conservation and Recovery Act (RCRA). Council services include continual update of databases which identify these facilities, document waste streams through site visits, notify county contacts when various forms of substantial violations are documented, and provide assistance in non-enforcement, non-regulatory environment to entities so that RCRA compliance can be achieved in the most efficient and cost effective means possible.

#### **STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**

Administrative services are provided to Walton, Washington and Holmes Counties to implement the State Housing Initiatives Program (SHIP). Staff assistance includes preparation of all required reports, ordinances, resolutions and advertisements to ensure compliance with program rules. Potential program recipients are processed to determine eligibility. Staff prepares rehabilitation specifications; perform initial and final inspections; conduct pre-bid conferences and bid openings; monitor construction activities; and coordinate homebuyer down payment assistance.

#### **BAY AREA RESOURCE COUNCIL (BARC)**

The Council serves as staff to the Bay Area Resource Council (BARC), which covers the Pensacola Bay Watershed. Planners concentrate on educational forums and presentations, bringing together public and private entities concerned with environmental issues in the watershed. An annual citizen and technical symposium is sponsored, along with several panel discussions addressing specific issues such as proposed water quality standards and green business practices. BARC has successfully partnered with private and public entities the past several years to leverage local funds to provide environmental education in the two county area and sponsors Bay Day, a hands-on environmental education event for local 5<sup>th</sup> graders. Member local governments and grants fund these programs.

#### **WALTON/OKALOOSA/SANTA ROSA REGIONAL UTILITY AUTHORITY**

The Council serves as staff to the Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA) which covers the coastal areas of those counties. The RUA is a designated Water Supply Authority under Chapter 373, Florida Statutes but only addresses long term water supply planning at this point. The RUA has facilitated significant expansions of water and wastewater treatments plants in Okaloosa and Walton Counties via the State Revolving Loan Fund.

**TECHNICAL ASSISTANCE & OTHER SPECIAL PROJECTS**

Planning services are provided on a contractual basis to local governments requiring staff assistance for an extended or short period of time. This program provides professional staff to perform planning activities as directed by local governments. Technical assistance activities include preparation of comprehensive plan amendments; preparation and administration of various grant applications (economic, environmental, housing, etc); and designing and digitizing local maps, to name a few.

**PROGRAM DEVELOPMENT & TECHNICAL ASSISTANCE**

This program provides for the development of new projects for the Council. It also allows Council staff to provide program matching funds and technical assistance to Cities and Counties in the region. Such technical assistance would be provided upon request from the Cities and Counties and would be limited in scope.

**WEST FLORIDA REGIONAL PLANNING COUNCIL**

October 1, 2014 - September 30, 2015

**II. CURRENT BUDGET - LOCAL GOVERNMENT**

	<u>WFRPC</u>	<u>TPO</u>	<u>TOTAL</u>
<b>BAY COUNTY</b>	<b>\$6,521</b>	<b>\$4,349</b>	<b>\$10,870</b>
Callaway	966	836	1,802
Lynn Haven	1,115	1,101	2,216
Mexico Beach	-	65	65
Panama City	1,661	2,085	3,746
Panama City Beach	-	706	706
Parker	-	252	252
Springfield	-	517	517
<b>ESCAMBIA COUNTY</b>	<b>10,786</b>	<b>9,489</b>	<b>20,275</b>
Pensacola	2,196	2,003	4,199
<b>HOLMES COUNTY</b>	<b>1,651</b>	<b>-</b>	<b>1,651</b>
<b>OKALOOSA COUNTY</b>	<b>7,121</b>	<b>4,162</b>	<b>11,283</b>
Crestview	1,246	867	2,113
Destin	905	471	1,376
Fort Walton Beach	1,158	765	1,923
Mary Ester	-	146	146
Niceville	-	505	505
Valparaiso	-	198	198
<b>SANTA ROSA COUNTY</b>	<b>6,113</b>	<b>5,440</b>	<b>11,553</b>
Gulf Breeze	-	223	223
Jay	518	-	518
Milton	799	353	1,152
<b>WALTON COUNTY</b>	<b>2,878</b>	<b>1,981</b>	<b>4,859</b>
DeFuniak Springs	674	202	876
Freeport	-	-	-
<b>WASHINGTON COUNTY</b>	<b>1,806</b>	<b>-</b>	<b>1,806</b>
<b>ALABAMA - Baldwin County</b>	<b>-</b>	<b>14,700</b>	<b>14,700</b>
<b>TOTAL</b>	<b>\$48,114</b>	<b>\$51,416</b>	<b>\$99,530</b>

**WEST FLORIDA REGIONAL PLANNING COUNCIL**

**October 1, 2015 - September 30, 2016**

**III. REVENUE SOURCES**

**FEDERAL**

Federal Transit Admin - Florida-Alabama TPO	\$261,646
Federal Transit Admin - Bay County	107,200
Federal Transit Admin - Okaloosa-Walton TPO	54,663
USDOT - Florida-Alabama TPO PL	662,578
USDOT - Bay County TPO PL	447,575
USDOT - Okaloosa-Walton TPO PL	429,400
USDOT - Florida-Alabama TPO SU	205,150
USDOT Economic Development Administration (EDA)	63,000
USDOT Hazardous Material Emergency Planning	64,489
USEPA Environmental Protection Agency Brownfield	15,000
Federal Region Evacuation Study	10,000
<b>TOTAL</b>	<b>\$2,320,701</b>

**STATE**

FDEM Local Emergency Planning Commission (LEPC)	42,000
FDEM County Hazard Analysis	4,198
SHIP Housing	160,400
FDOT Commuter Assistance	222,001
FDOT Match - FTA 5305	39,351
Florida Commission for the Transportation Disadvantaged	151,223
<b>TOTAL</b>	<b>\$619,173</b>

**LOCAL**

Hazardous Waste Verification	33,800
Bay Area Resource Council	16,000
Walton/Okaloosa/Santa Rosa Regional Utility Authority	5,000
WFRPC Member Dues	52,761
Technical Assistance	10,000
FTA 5305 Match	36,719
AL-Baldwin County	2,632
<b>TOTAL</b>	<b>\$156,912</b>
<b>GRAND TOTAL</b>	<b>\$3,096,786</b>

WEST FLORIDA REGIONAL PLANNING COUNCIL

October 1, 2015 - September 30, 2016

IV. ALLOCATIONS OF LOCAL FUNDS

WEST FLORIDA REGIONAL PLANNING COUNCIL

Program Development & Match	\$52,761
<b>TOTAL</b>	<b>\$52,761</b>

TPO-FTA 5305 Match

Florida-Alabama TPO	17,507
AL-Baldwin County	2,632
Bay County TPO	9,914
Okaloosa-Walton TPO	9,298
<b>TOTAL</b>	<b>\$39,351</b>
<b>GRAND TOTAL</b>	<b>\$92,112</b>

V. EXPENDITURES

Salaries & Fringe	1,770,886
Contract/Direct Expenses	831,769
Common/Indirect Expenses	494,131
<b>TOTAL</b>	<b>\$3,096,786</b>

**WEST FLORIDA REGIONAL PLANNING COUNCIL**

October 1, 2015 - September 30, 2016

**VI. BUDGET REQUEST**

	<u>WFRPC</u>	<u>FTA MATCH</u>	<u>TOTAL</u>
<b>BAY COUNTY</b>	<b>\$6,550</b>	<b>\$4,337</b>	<b>\$10,887</b>
Callaway	974	848	1,822
Lynn Haven	1,120	1,107	2,227
Mexico Beach	-	65	65
Panama City	1,663	2,076	3,739
Panama City Beach	896	708	1,604
Parker	-	253	253
Springfield	-	520	520
<b>ESCAMBIA COUNTY</b>	<b>10,877</b>	<b>9,465</b>	<b>20,342</b>
Pensacola	2,215	2,001	4,216
<b>HOLMES COUNTY</b>	<b>1,651</b>	-	<b>1,651</b>
Ponce de Leon	518	-	518
Bonifay	586	-	586
<b>OKALOOSA COUNTY</b>	<b>7,197</b>	<b>4,113</b>	<b>11,310</b>
Crestview	1,254	870	2,124
Destin	908	470	1,378
Fort Walton Beach	1,173	776	1,949
Mary Ester	-	144	144
Niceville	-	513	513
Valparaiso	-	197	197
<b>SANTA ROSA COUNTY</b>	<b>6,193</b>	<b>5,467</b>	<b>11,660</b>
Gulf Breeze	-	221	221
Jay	517	-	517
Milton	803	353	1,156
<b>WALTON COUNTY</b>	<b>2,943</b>	<b>1,922</b>	<b>4,865</b>
DeFuniak Springs	675	200	875
Paxton	520	-	520
Freeport	581	93	674
<b>WASHINGTON COUNTY</b>	<b>1,811</b>	-	<b>1,811</b>
Chipley	614	-	614
Vernon	522	-	522
<b>ALABAMA - Baldwin County</b>	-	<b>2,632</b>	<b>2,632</b>
<b>TOTAL</b>	<b>\$52,761</b>	<b>\$39,351</b>	<b>\$92,112</b>

## WFRPC Local Government Membership Dues FY 2015-16

County/City	Current Fee 14-15	Base Fee * +	2014 Est. Population**	* .0325 /Capita	= Updated Total	Difference
<b>Bay County</b>	\$ 6,521.00	\$ 1,000.00 +	170,781 *	\$ 5,550.38 =	\$ 6,550.38	\$ 29.38
Callaway	966.00	500.00 +	14,581 *	473.88 =	973.88	7.88
Lynn Haven	1,115.00	500.00 +	19,068 *	619.71 =	1,119.71	4.71
Panama City	1,661.00	500.00 +	35,773 *	1,162.62 =	1,662.62	1.62
Panama City Beach	896.00	500.00 +	12,191 *	396.21 =	896.21	0.00
<b>Escambia County</b>	10,786.00	1,000.00 +	303,907 *	9,876.98 =	10,876.98	90.98
Pensacola	2,196.00	500.00 +	52,758 *	1,714.64 =	2,214.64	18.64
<b>Holmes County</b>	1,651.00	1,000.00 +	20,025 *	650.81 =	1,650.81	(0.19)
Ponce de Leon	518.00	500.00 +	554 *	18.01 =	518.01	0.00
Bonifay	586.00	500.00 +	2,659 *	86.42 =	586.42	0.00
<b>Okaloosa County</b>	7,121.00	1,000.00 +	190,666 *	6,196.65 =	7,196.65	75.65
Crestview	1,246.00	500.00 +	23,209 *	754.29 =	1,254.29	8.29
Destin	905.00	500.00 +	12,541 *	407.58 =	907.58	2.58
Ft. Walton Beach	1,158.00	500.00 +	20,719 *	673.37 =	1,173.37	15.37
<b>Santa Rosa County</b>	6,113.00	1,000.00 +	159,785 *	5,193.01 =	6,193.01	80.01
Jay	518.00	500.00 +	529 *	17.19 =	517.19	(0.81)
Milton	799.00	500.00 +	9,316 *	302.77 =	802.77	3.77
<b>Walton County</b>	2,878.00	1,000.00 +	59,793 *	1,943.27 =	2,943.27	65.27
DeFuniak Springs	674.00	500.00 +	5,387 *	175.08 =	675.08	1.08
Paxton	520.00	500.00 +	613 *	19.92 =	519.92	0.00
Freeport	581.00	500.00 +	2,488 *	80.86 =	580.86	0.00
<b>Washington County</b>	1,806.00	1,000.00 +	24,959 *	811.17 =	1,811.17	5.17
Chipley	614.00	500.00 +	3,504 *	113.88 =	613.88	0.00
Vernon	522.00	500.00 +	680 *	22.10 =	522.10	0.00
<b>Totals:</b>	<b>\$ 52,351.00</b>	<b>\$ 15,500.00 +</b>	<b>1,146,486 *</b>	<b>\$ 37,260.80 =</b>	<b>\$ 52,760.80</b>	<b>\$ 409.80</b>

\* \$1,000.00 County; \$500.00 City

\*\*BEBR



# *City of Gulf Breeze*

## Memorandum

To: Edwin A. Eddy, City Manager

From: Nathan G. Ford, Assistant to City Manager

Date: 12/11/2015

Subject: Temporary Speed Humps Installation Proposal – Soundview Trail

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In October, the City Council approved the purchase of a rubberized temporary “speed hump” for a trial application within the City. During the City Council and in the December 1<sup>st</sup> Traffic Calming Task Force meeting, the Task Force proposed the installation of this hump at the 1300 block of Soundview Trail. This area was determined as an appropriate location for installation due to heavy cut-through traffic and resident feedback. City staff is bringing this proposal to the Council for consideration.

Prior to installation, City staff recommends deploying the Speed Spy device for one week to establish current baseline data, then installing the speed hump and appropriate signage. The hump and required signage will be installed by the City and the only additional cost will be the appropriate asphalt striping. Because this speed hump was meant to be a trial product, staff recommends using paint-on striping rather than thermoplastic. This application is more affordable at a cost of \$3.50 per foot of 12 inch line for a total approximate cost of \$270.00

After installation of the hump, the Speed Spy device will be deployed to assess if the hump has produced any reductions of traffic volume and reduced vehicular speeds.

**RECOMMENDATION:** That the City Council approve the installation of a rubberized speed hump at the 1300 block of Soundview Trail.

# *City of Gulf Breeze*

## Memorandum

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

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

**Date:** 12/11/2015

**Subject:** Google Licensing

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The City currently uses Google applications for email, document storage, calendars and records retention. We have been using their application since 2013. It is an annual license that requires renewal each year. The current licensing expires on January 8, 2016. In the past we have received these licenses direct from Google. We recently were informed that Google is no longer dealing with licensing direct to customers and has referred this business to authorized resellers. To avoid any suspended services, we have received two quotes from resellers and are awaiting a response from a third. The two quotes are enclosed.

The two authorized resellers have both quoted the same cost for the same number of licenses. We expect the third reseller to do the same. The cost for these applications and services based on the number of users is \$10,300. Sufficient funds have been allocated in the Internal Services Department budget for this purpose.

I would recommend that this matter be placed on the City Council Executive Meeting agenda for consideration and action. We will have the third quote by that time and be in a position to make a final recommendation to the Council. Thank you for your consideration.

Enclosures



## RESALE AGREEMENT

This RESALE AGREEMENT (this "**Agreement**") is made effective as of the 10th day of December, 2015 ("**Effective Date**") by and between Cloud Sherpas, Inc., a Georgia corporation ("**Cloud Sherpas**"), with principal offices at 3525 Piedmont Road, Building 8, Suite 710, Atlanta, GA 30305, and City of Gulf Breeze, with an office at 1070 Shoreline Dr.; Gulf Breeze, FL 32561 ("**Customer**"). The parties agree as follows:

**1. Scope.** Cloud Sherpas is an authorized reseller of certain third party software products (the "**Products**"). As a reseller, Cloud Sherpas collects payment from Customer and provides access to the Products either via online enrollment or by arranging for shipment of Products from the "**Supplier**." Customer and Supplier will enter into a direct relationship with regard to the use and performance of and liability for the Products pursuant to the applicable License (as defined in Section 3 below). To the extent permitted by law, Cloud Sherpas will have no responsibility or liability for the performance of the Products or delays in shipment, access or delivery of the Products.

**2. Order Process.** When Customer wishes to purchase Products from Cloud Sherpas, Cloud Sherpas shall issue an order form for each Product in a form similar to **Attachment A** (each, an "**Order Form**"). The Order Form shall identify the Supplier, the Products, and the price of the Products. Cloud Sherpas' acceptance of each Order Form is subject to acceptance by the Supplier. As such, Cloud Sherpas is not obligated to sell Products to Customer unless and until Cloud Sherpas has received such authorization from Supplier. An Order Form will be deemed accepted unless Cloud Sherpas provides written notice of rejection (it being agreed that e-mail may constitute a "writing" for these purposes).

**3. Licenses.** Customer acknowledges and agrees that its use of the Products, and any rights and remedies associated therewith, is subject to Customer's agreement to each Supplier's terms of service ("**TOS**"), license agreement ("**ELA**"), end user license agreement ("**EULA**"), or other terms and conditions applicable to the Products which are referenced in the Order Form (each, a "**License**" and collectively, the "**Licenses**"). Each License represents a separate agreement between Customer and Supplier, and by execution of this Agreement, Customer hereby accepts the terms set forth in each License and agrees to be bound by each License. If required by Supplier, Customer will either execute a License with a Supplier by signature or via online acceptance, as specified on the Order Form. Cloud Sherpas has no obligation to provide the Products unless and until Customer has accepted the applicable License in the manner required by the Supplier. Customer acknowledges that, except for the rights granted in the License for a Product, Customer has no rights in or to that Product and intellectual property rights relating thereto are and shall remain the exclusive property of the Supplier. Customer agrees that it shall not remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices placed or embedded by the Supplier on or in the Products.

#### **4. License Term, Fees, and Payment.**

**a. Initial Term.** The "**Initial Term**" of the License and the applicable "**Fees**" will be set forth on the applicable Order Form. Fees are exclusive of all taxes and shipping and handling costs, if applicable, which shall be the sole responsibility of Customer.

**b. Renewal Term.** Unless otherwise set forth in the Order Form, each License will renew for successive twelve (12) month terms at the end of the Initial Term (each a "**Renewal Term**," herein referred to collectively with each Initial Term as the "**License Term**") for as long as Customer remits payment of the Fees and applicable taxes as described in Section 4(c) and 4(d) below.

**c. Fee Changes.** Fee changes are dictated by the Supplier and, if any, will be applicable to the next Renewal Term. Cloud Sherpas will provide notice by invoice of Fee changes as soon as commercially practicable after Cloud Sherpas receives notice of Fee changes from Supplier. Customer shall have the lesser of thirty (30) days from the date of such notice or the number of days left in the then current Initial Term or Renewal Term, as applicable, to (i) remit payment, thus accepting such Fee changes and renewing the License for a successive Renewal Term; or (ii) reject the Fee change in writing to Cloud Sherpas, thus canceling the License as of the end of the then current Initial Term or Renewal Term, as applicable. In the event Cloud Sherpas does not notify Customer of a Fee change pursuant to this Section 4(c) during the then current Renewal Term, the License will renew at the current Fee.

**d. Payment Terms.** Unless otherwise described in Section 4(c) or the Order Form, Customer shall remit payment to Cloud Sherpas within thirty (30) days of receipt of a properly rendered invoice. Invoices will include applicable taxes. Cloud Sherpas reserves the right to withhold or suspend the Products and/or charge a late fee equal to one and one-half percent (1.5%) of the applicable fees if the Fees are not received by the applicable due date. If Customer fails to pay any amounts hereunder when due, Customer agrees to pay all of Cloud Sherpas' costs of collection, including, without limitation, all court costs and attorneys' fees.

**e. Termination of License by Customer.** Other than the event of a Fee change, in which case the terms of Section 4(c) shall apply with regard to termination, Customer may terminate any License by sending Cloud Sherpas written notice of termination at least sixty (60) days prior to the end of the Initial Term or then current Renewal Term, as applicable. Licenses terminated pursuant to this Section 4(e) will continue to the end of the then current License Term.

**f. Termination of License by Cloud Sherpas.** The License and applicable Order Form is further subject to early termination by Cloud Sherpas with respect to any or all Products upon written notice: (i) due to Customer's failure to pay any invoice; (ii) if Customer breaches a License, (iii) if Supplier terminates Customer's License, (iv) if Cloud Sherpas ceases to be an authorized reseller of the Product; or (v) if any bankruptcy or other insolvency proceeding is commenced against or with respect to Customer.

**g. No Refund.** Fees paid in consideration of the then current License are non-refundable.

#### **5. Term and Termination of This Agreement.**

**a. Term of This Agreement.** Notwithstanding the License Term or the termination of any License or Order Form as permitted herein, this Agreement will commence upon the Effective Date and continue until the expiration or termination of all Licenses purchased hereunder, unless sooner terminated as provided herein.

**b. Termination of This Agreement.** A party will have the right to terminate this Agreement upon written notice if the other party fails to cure any breach of this Agreement within thirty (30) days after receiving written notice of such breach, provided, however, that the period to cure a breach with respect to payment shall be ten (10) days.



**c. Effects of Termination.** Upon termination or expiration of the Order Form or this Agreement (i) all rights and licenses granted by one party to the other will immediately cease; (ii) each party will promptly return to the other, or destroy and certify the destruction of, all of the other party's Confidential Information (as defined below) in its possession; and (iii) all fees and any other monies due and owing to Cloud Sherpas by Customer will become immediately due and payable. Sections 5(c), 6, and 8 – 18 will survive termination hereof.

**6. Confidential Information.** During the Term and for a period of one (1) year after the expiration or termination of this Agreement, neither party will use or disclose any Confidential Information (defined below) of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written consent. Each party will protect the other party's Confidential Information in a manner similar to its own Confidential Information of like nature (but in no event using less than reasonable care). "**Confidential Information**" means all proprietary or confidential material or information disclosed orally or in writing by the disclosing party to the receiving party that is designated as proprietary or confidential or that reasonably should be understood to be proprietary or confidential given the nature of the information and the circumstances of the disclosure, including the terms and conditions of this Agreement; provided that Confidential Information will not include any information or material that: (i) was or becomes generally known to the public without the receiving party's breach of any obligation owed to the disclosing party; (ii) was or subsequently is independently developed by the receiving party without use of or reference to Confidential Information of the disclosing party; (iii) was or subsequently is received from a third party who obtained and disclosed such Confidential Information without breach of any obligation owed to the disclosing party; or (iv) is required by law to be disclosed (in which case the receiving party will give the disclosing party reasonable prior notice of such compelled disclosure and reasonable assistance, at disclosing party's expense, should disclosing party wish to contest the disclosure or seek a protective order). The exchange of Confidential Information between Customer and each Supplier will be governed by the applicable License.

**7. Support and Service.** Cloud Sherpas will either (a) assist Customer with Level 1 support to the extent permitted by its agreement with the Supplier or (b) assist Customer with escalation of any issues, incidents or support requests to the Supplier. Otherwise, Cloud Sherpas will have no obligation to provide any support or other services with respect to the Products, except as otherwise set forth in an Order Form. The Suppliers may provide certain technical support services or service levels for the Products pursuant to the Licenses. In the event a License specifies a service level, Cloud Sherpas will flow available remedies directly to Customer on Supplier's behalf (i.e. if a service level remedy is a credit, Cloud Sherpas will grant the credit to the Customer on behalf of the Supplier).

**8. WARRANTY DISCLAIMER.** CLOUD SHERPAS MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH REGARD TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES, OF MERCHANTABILITY OR ACCEPTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

**9. Limitation of Liability.** CLOUD SHERPAS WILL NOT BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR LOST REVENUES, LOSS OF PROFIT, OR LOSS OF DATA, LOSS OF USE, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGES, EVEN IF IT KNEW OR SHOULD HAVE KNOWN THAT SUCH LOSS OR DAMAGES WERE POSSIBLE, AND REGARDLESS OF WHETHER ANY SUCH LOSS OR DAMAGES ARISE IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), IN EQUITY, UNDER STATUTE OR OTHERWISE. CLOUD SHERPAS LIABILITY HEREUNDER FOR DIRECT CLAIMS BETWEEN THE PARTIES SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO CLOUD SHERPAS UNDER THE ORDER FORM GIVING RISE TO THE CLAIM DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS.

**10. Governing Law; Jurisdiction.** This Agreement shall be construed and governed in accordance with the laws of the State of Florida of the United States of America, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement. Customer agrees to submit to the personal and exclusive jurisdiction of the courts located within the State of Georgia.

**11. Waiver/Severability.** Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

**12. Notices.** Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact at the address set forth herein or as otherwise provided by either party by like notice, and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

**13. No Agency.** The parties hereto are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

**14. Entire Agreement/Amendment.** This Agreement and all documents referenced herein is the parties' entire agreement relating to its subject matter and supersedes any prior or contemporaneous agreements on that subject. Any amendment to this Agreement must be in writing and executed by both parties and expressly state that it is amending this Agreement.

**15. Assignment.** Customer may not assign, sublicense, or transfer this Agreement without the prior written consent of Cloud Sherpas. Assignment, sublicense or transfer of any rights herein does not constitute a transfer of the License without written approval from Supplier. Any attempt by Customer to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void. Cloud Sherpas may assign or transfer this Agreement at any time without notice and without the consent of Customer. This Agreement and all obligations shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

**16. Third Party Beneficiaries.** Customer and Cloud Sherpas have rights under this Agreement. No other person or entity shall have third party rights under this Agreement other than as specifically provided herein.

**17. Counterparts.** The parties may execute this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the Effective Date.

CLOUD SHERPAS, INC.

City of Gulf Breeze



By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



ATTACHMENT A-1  
TO RESALE AGREEMENT DATED 12/10/2015

**ORDER FORM BETWEEN CLOUD SHERPAS, INC AND CUSTOMER**

*SUPPLIER: Google, Inc.*

**SERVICES SCHEDULE – ANNUAL PLAN**

<b>Date</b>	<b>12/10/2015</b>
<b>Customer: City of Gulf Breeze</b>	<b>Authorized Caller: Charles McCown</b>
<b>Address: 1070 Shoreline Dr. Gulf Breeze, FL 32561</b>	<b>Phone: 850-934-4049 Mobile: 850-791-1528 E-Mail: <a href="mailto:cmccown@gulfbreezefl.gov">cmccown@gulfbreezefl.gov</a></b>
	<b>Customer Domain Name: gulfbreezefl.gov</b>

**1. TERM:**

**Term Start Date:** 12/10/2015 \_\_\_\_\_  
**Initial Term:** 12 month \_\_\_\_\_  
**Renewal Date:** 12/10/2016 \_\_\_\_\_

**2. SUPPLIER'S EULA:**

By purchasing the licenses described herein, you agree to comply with the Google Terms of Service located at: [http://www.google.com/apps/intl/en/terms/reseller\\_premier\\_terms.html](http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html).

**3. PRODUCTS:**

**1. End User Accounts – Google Apps for Business**

Customer is purchasing 105 Google-hosted accounts provided to Customer's users ("End User Accounts") through Google Apps for Business ("GAfB") at a price of \$50.00 per End User Account for an aggregate purchase price of \$5,250.00. Customer may order additional End User Accounts, and the fee shall be pro-rated to the upcoming anniversary of the Effective Date.

**2. Google Apps Vault**

Customer is purchasing 101 Google Apps Vault provided to Email Accounts through GAfB at a price of \$50.00 per Email Account for an aggregate purchase price of \$5,050.00. If Customer purchases additional GAfB seats, Vault will be invoiced, pro-rated.

**5. ADDITIONAL LICENSES:**

Customer may purchase additional End User Accounts (as defined in Attachment I hereto) for existing customer domain names at any time. Such accounts shall have a pro-rated Term equal to the remainder of the then current Term. Customer may only decrease the number of End User Accounts prior to commencement of a Renewal Term and only upon written notice delivered to Cloud Sherpas at least thirty (30) days prior to the expiration of the then current Term. End User Accounts cannot be transferred from one Customer domain name to another until the next Renewal Term.

**CLOUD SHERPAS**

**City of Gulf Breeze**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Cloudbakers, LLC**  
**641 West Lake Street, Suite 301**  
**Chicago, IL 60661**



**Date: 12.11.15**

**Valid Through: 12.18.15**

## **Professional Services and License Cost Estimate (Google Apps)**

Cloudbakers partners with industry leading SAAS (Software as a Service) providers to offer their enterprise customers a configurable and customized set of tools to our clients. In order to provide you with the best service, please utilize the pricing table below to determine the services and license costs you would like to purchase.

<b>Name</b>	<b>Price</b>	<b>Qty</b>	<b>Subtotal</b>
Google Apps for Government Annual Subscription, 30GB User Limit	\$50.00	105	\$5,250.00
Google Vault Annual Subscription, Unlimited Storage, eArchiving and eDiscovery	\$50.00	101	\$5,050.00
Support Hours \$175 per hour	\$175.00	0	\$0.00
		<b>Subtotal</b>	<b>\$10,300.00</b>
		<b>Total</b>	<b>\$10,300.00</b>

### **Terms and Conditions**

1. Payment terms are net 15 days from the invoice date.
2. License subscriptions are on a 1 year term agreement and are auto renewed every 12 months. Additional license purchases will be prorated and billed at the full monthly rate in the month they are provisioned and require a separate quote for approval.
3. Any changes or cancellations must be provided and acknowledged by Cloudbakers 60 days prior to the renewal date. Annual subscriptions are billed 45 days prior to renewal, monthly subscriptions are billed at the beginning of every month.
4. Credit card transactions will incur a 3% service charge per transaction.



# City of Gulf Breeze

## Memorandum

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

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

**Date:** 11/25/2015

**Subject:** Sale of 417 Fairpoint Drive

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As you know on November 2, 2015, the City Council declared 417 Fairpoint Drive to be surplus property, determine that disposal of the property through a sealed bid process was in the best interest of the City and authorized staff to invite sealed bids for the purchase of the property. Pursuant to that direction, staff advertised the invitation for bid and distributed the bid documents to several potential interested parties. The invitation for bid specified a bid opening for November 20<sup>th</sup>.

Unfortunately, no bids were received for the property. It appears from subsequent discussions with prospective bidders that the ambiguity in the deed restrictions and the appraised value created too much risk and/or uncertainty for bidders.

I believe that there are two options going forward. The first would be to contact the Estate and inquire about the removal of some of the deed restrictions, or in the alternative seek clarification on issues that impact the building envelope. The second option would be to republish the RFQ for real estate services and see what the market brings irrespective of the prior valuation. I would suggest that the first option be pursued.

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

**Recommendation:** That the City Council authorize the City Attorney to contact the Coe Estate and discuss the modification/clarification of the deed restrictions for the subject property.



# City of Gulf Breeze

## MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : December 11, 2015

Subject: **Reaffirmation of Council Action: Acceptance of Donation of Two Lots on Soundview Trail**

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On August 5, 2014, the City Council approved the acceptance of donation of two lots on Soundview Trail from Quint and Rishy Studer. The staff memo from the Council meeting is attached. During the process of preparing the appropriate legal documents to effect the transfer of ownership, the City Attorney determined that the lots are unusable for the explicit uses we described in the staff memo.

According to the conservation easements that encumber the lots, the City would not be able to use them for recreational purposes or install stormwater vaults on the lots. In light of this encumbrance, we believe it is necessary for the City Council to reconsider and reaffirm acceptance of the donation.

Staff continues to recommend acceptance of the donation. There is a possibility in the future that a Project Greenshores type project could be installed on the water side in Santa Rosa Sound adjacent to these lots. Such action would be a benefit to the City under our NPDES permit. Stormwater infrastructure may be needed in the right-of-way adjacent to these lots. Such installation may not be possible unless the City owned the lots. In addition, it is likely that debris would be deposited on these lots from tropical storms. If the property is owned by the City, we would be able to clean up the area under public agency reimbursement policies.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL REAFFIRM ITS ACCEPTANCE OF DONATION BY QUINT AND RISHY STUDER OF LOTS 1 AND 2, BLOCK A, HARBOURTOWN PHASE TWO, AND DIRECT THE CITY ATTORNEY TO FINALIZE THE NECESSARY DOCUMENTS FOR SIGNATURE BY THE MAYOR**



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 7/25/2014

**Subject: Donation of Vacant Lots by Quint and Rishy Studer**

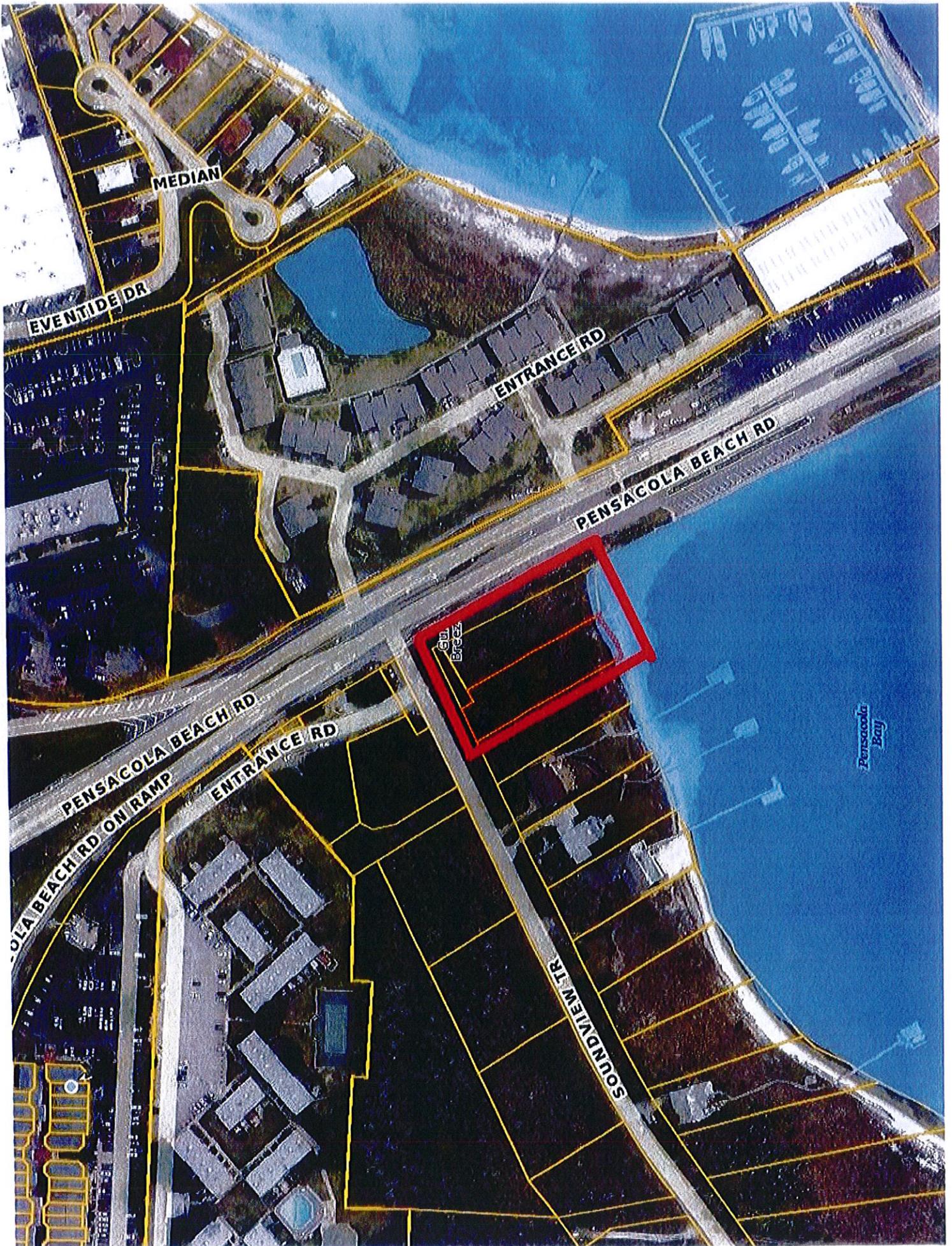
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Quint Studer has offered to donate the lots as shown on the attached aerial photograph to the City. There are drainage outfalls in close proximity to or on these lots that result in storm water flowing overland from Harbortown and the Beach Road to the Sound. In the future, the City may wish to construct stormwater treatment vaults on this site to improve treatment of storm water prior to entrance to Santa Rosa Sound.

In addition, the City could construct a walking deck and platform on the lots in the future to provide a place for citizens to recreate. The only restriction noted by the donors is that the City not utilize the property for private development.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL ACCEPT THE DONATION OF TWO LOTS ON SOUNDVIEW TRAIL FROM QUINT AND RISHY STUDER SUBJECT TO AN AGREEMENT APPROVED BY THE CITY ATTORNEY.**



MEDIAN

EVENTIDE DR

ENTRANCE RD

PENSACOLA BEACH RD

PENSACOLA BEACH RD

PENSACOLA BEACH RD ON RAMP

ENTRANCE RD

SOUNDVIEW TR

Pensacola Bay

Gulf Breeze

ACCOUNT NUMBER	TAX YEAR	TYPE	FOLIO	MILLAGE CODE	ESCROW
103S29165800A000010	2015	REAL ESTATE	1023900	01	

Exemptions

STUDER PROPERTIES LLP  
41 N JEFFERSON ST STE 107  
PENSACOLA, FL 32502

SOUNDVIEW  
HARBOURTOWN PHASE TWO  
LOT 1 BLK A  
AS DES IN OR 3028 PG 209

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
SANTA ROSA COUNTY						
SANTA ROSA COUNTY	6.0953	151,852	0	151,852		925.58
SANTA ROSA SCHOOL BOARD	7.2020	151,852	0	151,852		1,093.64
NWEST FL WATER MANAGEMENT DIST	0.0378	151,852	0	151,852		5.74
CITY OF GULF BREEZE	1.9723	151,852	0	151,852		299.50
TOTAL MILLAGE					15.3074	
					AD VALOREM TAXES	\$2,324.46

NON-AD VALOREM ASSESSMENTS		AMOUNT
LEVYING AUTHORITY		
NON-AD VALOREM ASSESSMENTS		\$0.00
COMBINED TAXES AND ASSESSMENTS		\$2,324.46
If Paid By	Nov 30, 2015	
Please Pay	2,231.48	

ACCOUNT NUMBER	TAX YEAR	TYPE	FOLIO	MILLAGE CODE	ESCROW
103S29165800A000010	2015	REAL ESTATE	1023900	01	

SOUNDVIEW

RETURN WITH  
PAYMENT

STUDER PROPERTIES LLP  
41 N JEFFERSON ST STE 107  
PENSACOLA, FL 32502

HARBOURTOWN PHASE TWO  
LOT 1 BLK A  
AS DES IN OR 3028 PG 209

PLEASE PAY IN U.S. FUNDS TO STAN COLIE NICHOLS, SANTA ROSA TAX COLLECTOR -6495 CAROLINE ST. SUITE F, MILTON FL 32570. OR ONLINE AT SRCTC.COM.

If Paid By	Nov 30, 2015				
Please Pay	2,231.48				

ACCOUNT NUMBER	TAX YEAR	TYPE	FOLIO	MILLAGE CODE	ESCROW
103S29165800A000020	2015	REAL ESTATE	1023901	01	

**Exemptions**

STUDER PROPERTIES LLP  
41 N JEFFERSON ST STE 107  
PENSACOLA, FL 32502

SOUNDVIEW  
HARBOURTOWN PHASE TWO  
LOT 2 BLK A  
AS DES IN OR 3028 PG 209

AD VALOREM TAXES							
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED		
SANTA ROSA COUNTY							
SANTA ROSA COUNTY	6.0953	144,360	0	144,360		879.92	
SANTA ROSA SCHOOL BOARD	7.2020	144,360	0	144,360		1,039.69	
NWEST FL WATER MANAGEMENT DIST	0.0378	144,360	0	144,360		5.46	
CITY OF GULF BREEZE	1.9723	144,360	0	144,360		284.72	
TOTAL MILLAGE					15.3074	AD VALOREM TAXES	\$2,209.79

NON-AD VALOREM ASSESSMENTS	
LEVYING AUTHORITY	AMOUNT
NON-AD VALOREM ASSESSMENTS	
	\$0.00

COMBINED TAXES AND ASSESSMENTS		\$2,209.79
If Paid By	Nov 30, 2015	
Please Pay	2,121.40	

ACCOUNT NUMBER	TAX YEAR	TYPE	FOLIO	MILLAGE CODE	ESCROW
103S29165800A000020	2015	REAL ESTATE	1023901	01	

**SOUNDVIEW**

RETURN WITH  
PAYMENT

STUDER PROPERTIES LLP  
41 N JEFFERSON ST STE 107  
PENSACOLA, FL 32502

HARBOURTOWN PHASE TWO  
LOT 2 BLK A  
AS DES IN OR 3028 PG 209

PLEASE PAY IN U.S. FUNDS TO STAN COLIE NICHOLS, SANTA ROSA TAX COLLECTOR -6495 CAROLINE ST. SUITE F, MILTON FL 32570, OR ONLINE AT SRCTC.COM.

If Paid By	Nov 30, 2015				
Please Pay	2,121.40				

Paid 11/20/2015

Receipt # INT-16-00018960

\$2,121.40 Paid By Studer Properties LLP

# GULF BREEZE CITY COUNCIL

JULY 30, 2014  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS

## SPECIAL MEETING AGENDA

- A. Discussion and Action Regarding Special Meeting to Establish a Proposed Millage Rate

## EXECUTIVE MEETING AGENDA

### ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Appointment of David Schurger to the Storm Water Task Force
- B. Discussion and Action Regarding City Hall Renovation Budget
- C. Discussion and Action Regarding Purchase of 60" Television for Council Chamber
- D. Discussion and Action Regarding Discussion and Action Regarding Demolition of Former BP Station Buildings – Shoreline Drive and Gulf Breeze Parkway
- E. Discussion and Action Regarding Community Services/Fire Department Staff Vehicle
- F. Discussion and Action Regarding Donation of Vacant Lots by Quint and Rishy Studer
- G. Discussion and Action Regarding Change to Russ Drive/Dracena Way Drainage Project
- H. Discussion and Acton Regarding Rebuilding in Areas Flooded in April 29 – 30 Severe Rain Event
- I. Discussion and Action Regarding Contract for Purchase of Peyton Office Complex
- J. Discussion and Action Regarding Award of Bid – Tennis Court Demolition and Rebuild
- K. Information Items
- L. Public Forum

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

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

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THAT THE CITY COUNCIL APPROVE THE PURCHASE OF A 60" TELEVISION FOR THE COUNCIL CHAMBERS AND SPLITTER EQUIPMENT FOR A TOTAL COST OF \$1,222 TO BE FUNDED FROM THE CAPITAL RESERVE.

**D. SUBJECT: DISCUSSION AND ACTION REGARDING COMMUNITY SERVICES/FIRE DEPARTMENT STAFF VEHICLE.**

Reference: Director of Community Services/Fire Chief memo dated July 25, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL DECLARE THE 2000 JEEP CHEROKEE SURPLUS AND AUTHORIZE STAFF TO DISPOSE OF IT THROUGH GOVDEALS.COM

**E. SUBJECT: DISCUSSION AND ACTION REGARDING DONATION OF VACANT LOTS BY QUINT AND RISHY STUDER.**

Reference: City Manager memo dated July 25, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL ACCEPT THE DONATION OF TWO LOTS ON SOUNDVIEW TRAIL FROM QUINT AND RISHY STUDER SUBJECT TO AN AGREEMENT APPROVED BY THE CITY ATTORNEY.

**F. SUBJECT: DISCUSSION AND ACTION REGARDING CHANGE TO RUSS DRIVE/DRACENA WAY DRAINAGE PROJECT.**

Reference: City Manager memo dated July 25, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL APPROVE A CHANGE IN THE PLANS FOR THE CURRENT MAJOR STORM WATER PROJECT TO ELIMINATE THE OUTFALL IN HOFFMAN BAYOU AND THE RUSS DRIVE LIFT STATION AND ADD A 36-42 INCH PIPE AND CATCH BASINS TO CONVEY STORM WATER TO THE SOUTHEAST.

Councilman Landfair moved for approval of Consent Agenda Items A through F. Councilwoman Fitch seconded. The vote for approval was unanimous.

12/3/2015

GulfBreezeFL.gov Mail - FW: Studer Soundview trail lots



Edwin Eddy <eaeddy@gulfbreezefl.gov>

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**FW: Studer Soundview trail lots**

1 message

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**Michael Stebbins** <mjsteb@bellsouth.net>

Thu, Dec 3, 2015 at 3:40 PM

To: Edwin Eddy <eaeddy@gulfbreezefl.gov>

Cc: ccarver@gulfbreezefl.gov, Matt Dannheisser <mdannheisser@dannheisserlaw.com>, Michael Stebbins <mjsteb@bellsouth.net>

Dear Buz:

I am writing to you in response to the recent email below from Mr. & Mrs. Studer's attorney, Charles James, regarding the Studer's proposed property donation of 2 waterfront lots along Soundview Trail to the City. Mr. James wants to learn if the transfer is doable by this year's end.

You may recall that an email was circulated back in April 2015 by the City Staff, and forwarded to me, outlining some of the potential benefits of the 2 lots to the City, i.e., active storm water drainage projects and recreational and education opportunities such as a boardwalk park through the lots and/or coastal wetlands research.

I evaluated the nature and extent of the type of improvements and/or activities that would be permitted on the property to be donated. Based upon my review of a number of documents relating to the two lots, and in particular, the conservation easements, it is my opinion that the restrictions on the proposed donated property would preclude the potential uses by the City, i.e., active storm water drainage projects and recreational and education opportunities outlined in the April 2015 email, and limit the use of the property to a passive drainage outfall for the City. The two lots would be subject to these conservation easements (and the above restrictions) regardless of whether the City owned the two lots.

Additionally, I think the City would need to consider the potential burdens of property ownership such as the liability and maintenance. For example, there may be a condition(s) on the property that might create an attractive nuisance for children; or there might be some significant weather event such as flooding or hurricane that could result in significant clean-up/repair obligations for the City. Moreover, if the City accepted the property, it would be exempt from ad valorem taxation, i.e., it would no longer generate tax revenue.

On the other hand, I understand Mr. & Mrs. Studer have been very generous and accommodating to the City of Gulf Breeze including, but not limited to, this proposed donation of two waterfront lots.

Therefore, I think the City Council needs to consider these circumstance and weigh the benefits and burdens in order to decide whether to accept the proposed donation of the 2 water front lots.

I am available at your convenience to meet and discuss this matter further.

Sincerely, Mike

Law Office of Michael J. Stebbins, P.L.  
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Phone: (850)434-9922

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# City of Gulf Breeze

## MEMORANDUM

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :** December 11, 2015  
**Subject:** **Public Right-of-Way, Access to Water**

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There are several parcels dedicated to the City (the public) as rights-of-way including Malaga, Catawba, Navy Cove, and adjacent to High Point tennis courts. As these rights-of-way are used for various purposes including but not limited to sightseeing, birdwatching, dog walking, access to water for fishing, and the properties are located within residential neighborhoods, it may be appropriate to limit hours for public access to just before sunrise and just after sunset.

To set hours of usage may require an ordinance to amend the City's Code of Ordinances or simply a resolution establishing Council policy. Staff would like to research this matter further with the City Attorney.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL DIRECT STAFF AND THE CITY ATTORNEY TO RESEARCH ACTIONS NECESSARY FOR THE CITY COUNCIL TO ESTABLISH A POLICY RELATIVE TO HOURS OF USE OF ACCESS WAYS NEAR THE WATER.**

# *City of Gulf Breeze*

## Memorandum

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

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

**Date:** 12/9/2015

**Subject:** Police Facility

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At a prior City Council meeting, it was requested that staff prepare a memorandum on the need/status of a new police station facility. I asked Chief Randle for any files maintained by the Department on this subject. He advised me that in 2012, Pinder-Martin Associates (PMA) prepared a preliminary report on this subject.

By using certain design criteria, PMA developed a needs analysis that concluded that the Department should be housed in a 16,522 SF facility that would be placed in the current location of the old fire station. Parking for the new facility would be to the east where the current police station is. Some schematics of this concept were presented in this preliminary report, but it did not provide floor plan details or building elevations. A conceptual site map was included that provided access to the facility from both Fairpoint Drive and Camelia Street. No cost estimates were provided, but that would not be expected at this level of analysis.

If the City Council were inclined to do further work on this subject, I would recommend additional analysis on space requirements and an analysis of the potential for sharing facilities with the Fire Department. Floor plans and architectural elevations should be designed and a cost estimate developed. Once that work is completed, financing options should be developed. I would suggest that this be discussed in more detail at a future strategic planning session of the Council.

Please do not hesitate to contact me if you have any questions.