

GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

SEPTEMBER 19, 2016
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. **ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

September 7, 2016, Regular Council meeting
September 7, 2016, Gulf Breeze Financial Services Board of Directors meeting
September 7, 2016, Community Redevelopment Agency Board of Directors meeting

3. **PROCLAMATIONS AND PRESENTATIONS** None

RESOLUTIONS AND ORDINANCES

PUBLIC HEARING REGARDING

Resolution No. 25-16 Establishing a Final Millage Rate of 1.9723

Resolution No. 26-16 Adopting a Budget for Fiscal Year 2017

4. **CONSENT AGENDA ITEMS***

- A. Approval of an emergency repair of the Live Oak Liftstation and authorize payment to Utility Services Company in the amount of \$58,252.30 to repair the Live Oak Liftstation
- B. Approval to declare 2011 Ford Crown Victoria, VIN 2FABP7BV8BX105661, as surplus property and authorize the sale of the vehicle on “Govdeals” auction site
- C. Approval to declare 2000 Dodge 2500 truck, VIN 3B7KC26Z01M246238, and 2003 Chevrolet S-10, VIN 1GCCS14X138201559, as surplus and authorize the sale of both vehicles on “Govdeals” auction site
- D. Endorsement of Seagrass Restoration / Mitigation Plan – Gulf Power
- E. Discussion of annual status report for the National Flood Insurance Program (NFIP)
- F. Discussion regarding installation of fourth art sculpture

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

5. **ACTION AGENDA ITEMS**

- A. Discussion of Ordinance No. 07-16 amending Section 3-2 of the City Code of ordinances regarding the sale of alcoholic beverages
- B. Approval of Contract and Bylaws with the Public Risk Management of Florida Health Trust
- C. Approval of a Gulf Breeze Septic Tank Elimination Program (STEP)
- D. Approval of a Septic Tank Elimination Program (STEP) for 102 Shoreline Drive
- E. Authorization Granting FS Advisors permission to act on behalf of the City in accordance with the City's investment policy
- F. Discussion regarding adoption of policy for automatic utility rate increase consistent with the Consumer Price Index (CPI)

6. **NEW ITEMS**

7. **INFORMATION ITEMS**

8. **PUBLIC FORUM**

9. **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.

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

The 1,302nd Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Wednesday, September 7, 2016, at 6:30 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

Upon call of the roll the following Councilmembers were present: Mayor Matt Dannheisser, Councilwoman Renee Bookout, and Councilwoman Cherry Fitch. Councilman David G. Landfair and Mayor Pro Tem Joseph B. Henderson were not in attendance.

Mayor Dannheisser congratulated and welcomed Councilman-elect Tom Naile to the City Council.

The City Clerk gave the invocation and led the Pledge of Allegiance.

APPROVAL OF MINUTES:

Councilwoman Bookout moved for approval of the August 15, 2016, Regular Meeting Minutes. Councilwoman Fitch seconded. The vote for approval was unanimous.

Councilwoman Fitch moved for approval of the August 15, 2016, Gulf Breeze Financial Services Board of Directors meeting minutes. Councilwoman Bookout seconded. The vote for approval was unanimous.

PRESENTATION AND PROCLAMATIONS:

None

RESOLUTIONS AND ORDINANCES:

PUBLIC HEARING

Ordinance No. 07-16 Amending Code of Ordinance Section 3-2 regarding the hours of sale of alcoholic beverages **(Second Reading)**

The City Clerk read the Ordinance by title. The Mayor opened the Public Hearing. The following individuals spoke regarding the proposed ordinance:

Robert Turpin, 2 Madrid Avenue, spoke in opposition of 24 hour off-premises sales.

James Campbell, 7214 Lago Vista Court, spoke in favor of the ordinance.

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Mayor Dannheisser closed the Public Hearing.

Councilwoman Fitch advised that she spoke with a resident who opposed the 24 hour sale of alcohol. The Council then discussed prohibiting the sale of off-premises consumption between the hours of 2:00 a.m. and 5:00 a.m.

Councilwoman Fitch made a motion to table Ordinance No. 07-16 until the next set of meetings. Councilwoman Bookout seconded. The vote to table consideration of Ordinance No. 07-16 was unanimous.

Resolution No. 22-16 Establishing a Tentative Millage Rate of 1.9723

The Mayor opened the floor for public comments. No comments were made by the public. Councilwoman Bookout moved for approval of Resolution No. 22-16. Councilwoman Fitch seconded. The vote for approval was unanimous.

Resolution No. 23-16 Adopting a Tentative Budget for Fiscal Year 2017

The Mayor opened the floor for public comments. No comments were made by the public. Councilwoman Bookout moved for approval of Resolution No. 23-16. Councilwoman Fitch seconded. The vote for approval was unanimous.

* * * * *

Resolution No. 24-16 Adopting the Community Redevelopment Agency Budget for Fiscal Year 2017

Council asked to staff to revise the Resolution to reflect a transfer to CRA reserve so that the budget is balanced (transfer of \$220,165 to CRA reserves).

Councilwoman Bookout made a motion to approve Resolution No. 24-16 with the above discussed revision. Councilwoman Fitch seconded. The vote to approve was unanimous.

CONSENT AGENDA ITEM(S):

A. Approval of South Santa Rosa Utility System Board of Directors Recommendations

1. Approval of F/Y 2017 Budget

Recommendation: That the City Council approve the F/Y 2017 Budget as presented to the South Santa Rosa Utility Board.

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2. Purchase of Chevrolet 2500 Truck

Recommendation: That the City Council authorize the purchase of one (1) Chevrolet 2500 diesel with options listed for \$39,630 from Alan Jay Fleet Sales through the Florida Sheriff's Association annual contract.

3. Whisper Bay Fire Hydrants

Recommendation: That the City Council authorize the replacement of three (3) and the addition of five (5) fire hydrants by Utility Service Company for \$65,427.64.

B. Authorization to purchase replacement aerator for Parks and Recreation Department

Reference: Director of Parks and Recreation memo dated August 24, 2016

Recommendation: That the City Council authorize the purchase of the Renovaire Tow 72 Aerators from Jacobsen GAP, Norcross, Georgia at their quoted price of \$6,868.80.

C. Approval for the School Resource Officer Agreement with the School District of Santa Rosa County

Reference: City Manager memo dated August 26, 2016

Recommendation: That the City Council approve the School Resource Officer Agreement for the 2016-2017 school year and authorize the mayor to sign the agreement.

D. Approval for Santa Rosa County to continue with a municipal service benefit unit (MSBU) for paving and sewer service on Little Duck Circle, Jaetin Court, and Quiet Court

Reference: Assistant Director of Public Services memo dated August 24, 2016

Recommendation: That the City Council allow the Little Duck MSBU project to proceed without advance payment of impact fees upon the condition that the County provide all property owners in the MSBU with the attached letter regarding the payment of impact fees.

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- E. Approval of annual population estimate from University of Florida's Bureau of Economic and Business Research

Reference: City Manager memo dated August 25, 2016

Recommendation: That the City Council accepts the University of Florida's preliminary population estimate of 5,818 as reasonably correct and authorize staff to respond accordingly.

- F. Authorization to pay invoices 96345 and 96346 in the amount of \$13,093.36 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A.

Reference: City Clerk memo dated August 25, 2016

Recommendation: That the City Council approve payment of invoices 96345 and 96346 for a total amount of \$13,093.36 to Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.

- G. Authorization to pay invoice 335490 in the amount of \$2,837.50 to the Galloway/Johnson Law Firm

Reference: City Clerk memo dated August 25, 2016

Recommendation: That the City Council approve payment of invoice No. 335490 in the amount of \$2,837.50 to Galloway/Johnson Law Firm (GJTBS).

- H. Authorization to terminate the City's contract with Roadwatch Management, Inc., regarding the Red Light Camera program

Reference: City Manager memo dated August 26, 2016

Recommendation: That the City Council direct staff to take action necessary to terminate the City's contract with Roadwatch Management, Inc.

- I. Approval of reimbursement request from Gulf Breeze Area Chamber of Commerce from the Tourist Development Council (TDC) Fund in the amount of \$10,500

Reference: Assistant to City Manager memo dated August 9, 2016

Recommendation: That the City Council approve the funding reimbursement request the Gulf Breeze Area Chamber of Commerce for efforts in 2016 at a total of \$10,500.

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- J. Approval of funding request from the Gulf Breeze Celebrates the Arts from the Tourist Development Council (TDC) Fund in the amount of \$6,000

Reference: Assistant to City Manager memo dated August 9, 2016

Recommendation: That the City Council approve the funding request from Gulf Breeze Celebrates the Arts for \$6,000 to assist in operational costs associated with the 2017 Gulf Breeze Celebrates the Arts Festival.

- K. Authorization to construct two sand volleyball courts behind the Community Center

Reference: Director of Parks & Recreation memo dated August 24, 2016

Recommendation: That the City Council authorize the construction of two sand volleyball courts to be located just north of the stormwater retention area immediately behind the Community Center. Further, the Council authorize General Fund reserves in an amount not to exceed \$7,500 for construction.

Councilwoman Fitch moved for approval of consent agenda items A through K. Councilwoman Bookout seconded. The vote for approval was unanimous.

ACTION AGENDA ITEMS:

- A. Approval of proposed utility rate increase

Reference: Assistant Director of Public Services memo dated August 24, 2016

Recommendation: That the City Council approve the procedure and proposed rates that will be presented for approval at the public meeting on October 3, 2016.

Mayor Dannheisser asked that the Council consider this matter in two separation actions. One would be to consider the CPI rate increase for this year and, secondly, consider an automatic CPI increase each year unless the Council directs otherwise.

Councilwoman Bookout made a motion directing staff to schedule a special workshop for the South Santa Rosa Utility System Board of Directors to discuss the proposed rate increase. Councilwoman Fitch seconded. A vote was not taken on this motion.

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The Council tabled further discussion on the CPI rate increase as well as consideration of the automatic CPI rate increases until all Councilmembers could be present. It was decided that the Council would not consider the rate increase until the October 17, 2016, Regular meeting allowing time for the SSRUS Board to hold the above discussed workshop.

- B. Authorization to publish a Request for Proposals to seek an investment advisor in addition to the current advisor

Reference: Executive Director of GBFS memo dated August 26, 2016

Recommendation: That the City Council authorize the Investments Administrator to seek respondents to this RFP and bring to the City Council a recommendation for selecting an investments advisor in addition to the current advisor already contracted.

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

- C. Approval of group health insurance renewal

Reference: City Manager memos dated August 30, 2016 and August 31, 2016

Recommendation: That the City Council approve the enrollment in the following health insurance plans: Medical: PRM Plan 59 through Combined Insurance, Inc.; Dental: MetLife Option 3; Vision: MetLife; Disability and Life: Standard. Dental, Vision, and Disability and Life Insurance will remain with Rodney Rich and Company.

Jimmy Kelly, Arthur J. Gallagher & Co., Todd Torgersen, Combined Insurance, Inc., and Chad Rich, Rodney Rich and Company, spoke to the Council and answered questions.

Mayor Dannheisser would like Staff to prepare an evaluation of the City's plan compared to what other municipalities offer.

Councilwoman Fitch made a motion to approve staff's recommendations. Councilwoman Bookout seconded. The vote for approval was 2 – 1 with Mayor Dannheisser dissenting.

NEW BUSINESS: None

INFORMATION ITEMS: None

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

Mayor Dannheisser suspended the meeting of the City Council at 7:46 p.m. for the Board of Directors of Gulf Breeze Financial Services and Community Redevelopment Agency to meet. The Council meeting was re-convened at 7:48 p.m.

PUBLIC FORUM:

Meredith Davis, 1611 Luzon Lane, Gulf Breeze, spoke about the Catawba lawsuit. She asked the Council to carefully consider decisions made about the lawsuit.

Debbie Stanhagen, 3638 Tiger Point Boulevard, spoke about the Catawba lawsuit and also asked the Council to carefully consider decisions regarding the lawsuit.

COUNCIL COMMENTS:

Councilwoman Bookout asked if the sewer abatement project would be placed back on the agenda. The City Manager advised that it would be considered at the next set of meetings. Mayor Dannheisser also added that Staff will also be bringing a septic tank abatement policy to the Council for consideration. Councilwoman Bookout inquired about the status of the taco stand that is located in the Bridge Bar parking lot. The City Manager will have staff contact the business to see what their intent is. If their intent is to operate the business as a restaurant, they will be asked to comply with appropriate requirements.

Councilwoman Fitch advised Ms. Davis (who spoke about the Catawba lawsuit) that the Council will take its consideration of the lawsuit as seriously as any other matter.

City Attorney Mike Stebbins advised the Council that he would like to hold a shade meeting on September 14, 2016, to discuss the Catawba lawsuit.

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 8:05 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
GULF BREEZE FINANCIAL SERVICES**

A meeting of the Board of Directors for the Gulf Breeze Financial Services, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Wednesday, September 7, 2016, at 7:47 p.m.

The following members were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, and Mayor Matt Dannheisser. Mayor Pro Tem Joseph B. Henderson and Councilman David G. Landfair were not present.

The purpose of the meeting was for the Board of Directors of the Gulf Breeze Financial Services to consider the following:

AGENDA ITEM

- A. Approval for the City Council to meet as the Board of Directors of Gulf Breeze Financial Services on September 7, 2016, and authorize the payment of invoice 9369209 in the amount of \$29,575.43 to Jenner & Block, LLP

Reference: City Clerk memo dated August 25, 2016

Recommendation: That the City Council meet as the Board of Directors of Gulf Breeze Financial Services (GBFS) on September 7, 2016, to approve payment of invoice number 9369209 in the amount of \$29,575.43 to Jenner & Block LLP.

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

ACTION ITEMS: None

INFORMATIONAL ITEMS: None

PUBLIC FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 7:48 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Wednesday, September 7, at 7:48 p.m.

The following members were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, and Mayor Matt Dannheisser. Mayor Pro Tem Joseph B. Henderson and Councilman David G. Landfair were not in attendance.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following:

CONSENT AGENDA ITEM:*

- A. Approval to meet as the Board of Directors of the Community Redevelopment Agency on September 7, 2016, to authorize funding of tree trimming and pruning of Live Oak trees along Highway 98

Reference: Director of Parks & Recreation memo dated August 24, 2016

Recommendation: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Wednesday, September 7, 2016, and authorize Hurd Brother Tree Trimming, Gulf Breeze, Florida, to proceed with trimming and pruning the twenty-seven live oak trees in the medians of Highway 98, at their quoted price of \$4,000.

- B. Authorization for the City Council to meet as the Board of Directors of the Community Redevelopment Agency on September 7, 2016, and authorize the payment of invoice 96347 in the amount of \$187.50 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A

Reference: City Clerk memo dated August 25, 2016

Recommendation: That the City Council meet as the Board of Directors of the CRA and authorize the payment of invoice 96347 in the amount of \$187.50 to Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.

- C. Approval for the City Council to meet as the Board of Directors of the Community Redevelopment Agency on September 7, 2016, and authorize the payment of an invoice in the amount of \$13,035 to Mesimer and Associates

Reference: City Clerk memo dated August 25, 2016

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

Recommendation: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on September 7, 2016, and approve payment of \$13,035 to Mesimer and Associates.

Councilwoman Fitch made a motion to approve Staff's recommendations. Councilwoman Bookout seconded. The vote for approval was unanimous.

ACTION ITEMS:

INFORMATIONAL ITEMS:

PUBLIC FORUM:

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 7:48 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

RESOLUTION NO. 25-16

A RESOLUTION LEVYING AN AD VALOREM PROPERTY TAX FOR THE CITY OF GULF BREEZE FOR 2016; PROVIDING AN EFFECTIVE DATE.

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

SECTION 1:

An ad valorem tax of 1.9723 mills is levied for 2016 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2016 ad valorem tax rate of 1.9723 mills constitutes a 0.03% increase from the Rolled-Back Rate (1.9718) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

ADOPTED: September 19, 2016

TIME: _____ p.m.

APPROVED: _____
Matt E. Dannheisser, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie D. Lucas, City Clerk

RESOLUTION NO. 26-16

A RESOLUTION TO BE ENTITLED:

A RESOLUTION ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION 1:

That the appropriation hereinafter made are based on the estimates contained in the Budget, as indexed, submitted by the City Manager, as afterwards revised, approved and adopted by the City Council for the payment of the expenses of the City Government and all Departments of the City, and on account of the bonded indebtedness, as the same as set forth in said Budget so adopted, copies of which are on file in the Office of the City Manager, and to which reference may be made;

That said budget summaries estimated revenues, transfers and appropriations for each fund as set forth herein;

That there is estimated that there be will received and available for appropriation for the Fiscal Year beginning October 1, 2016, the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2016, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2016, and such transfers are hereby authorized as set forth herein:

BUDGET SUMMARY															
City of Gulf Breeze - Fiscal Year 2016-2017															
THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF GULF BREEZE ARE 12.8% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES															
1.9723															
<i>General Fund</i>	GENERAL FUND	URBAN CORE/ CFA FUND	GBFS FUND	NATURAL GAS FUND	SRRS FUND	TPGC FUND	SOLID WASTE FUND	WATER&SEWER FUND	STORMWATER FUND	TOURIST DEV FUND	TRAFFIC CITATION FUND	TOTAL ALL FUNDS			
ESTIMATED REVENUES															
Ad Valorem Taxes 1.9723	1,367,377	0	0	0	0	0	0	0	0	0	0	1,367,377			
Ad Valorem Taxes Tif	0	843,665	0	0	0	0	0	0	0	0	0	843,665			
Non Ad Valorem Taxes	1,485,100	0	0	0	0	0	0	0	0	0	0	1,485,100			
Grant Revenue	608,859	0	0	715,000	0	0	0	1,570,000	0	0	0	2,893,859			
Sales Revenue	646,273	0	0	2,725,000	5,248,000	0	628,400	2,698,500	235,000	0	775,000	12,956,173			
Fines & Judgements	70,500	0	0	0	0	0	0	0	0	0	0	70,500			
Misc. Revenues	139,900	0	452,857	40,000	551,900	100,000	25,500	0	150,000	0	0	1,460,157			
TOTAL SOURCES	4,318,009	843,665	452,857	2,765,000	6,514,900	100,000	628,400	2,724,000	1,805,000	150,000	775,000	21,076,831			
Transfers In	3,167,322	0	0	0	1,104,860	0	0	0	0	0	0	4,272,182			
Fund Balances/Reserves	0	0	313,940	0	446,832	0	5,417	0	0	0	0	153,134			
TOTAL REVENUES, TRANSFERS & BALANCES	7,485,331	843,665	766,797	2,765,000	8,066,592	100,000	633,817	2,724,000	1,805,000	150,000	928,134	26,268,336			
EXPENDITURES															
Personnel Payments	2,764,785	0	88,939	450,366	1,016,147	0	113,440	317,728	113,501	0	43,708	4,908,614			
Taxes & Benefits	962,092	0	25,858	149,635	320,454	0	8,647	92,646	39,597	0	2,211	1,601,140			
Prof & Contract Services	716,284	195,000	252,140	826,000	789,020	0	407,330	976,076	32,480	0	280,600	4,474,930			
Operations & Repairs	1,462,293	75,000	10,500	154,100	914,725	0	3,000	165,600	12,400	0	419,615	3,217,233			
Supplies & Fuels	552,641	3,500	3,360	118,000	375,300	0	5,000	38,700	6,500	29,000	11,000	1,143,001			
Debt Service	476,584	0	0	335,289	1,824,746	0	0	217,661	254,851	0	0	3,109,131			
Capital	344,400	0	0	237,000	2,465,000	0	0	352,000	325,000	0	2,000	3,725,400			
TOTAL EXPENDITURES	7,279,079	273,500	380,797	2,270,390	7,705,392	0	537,417	2,160,411	784,329	29,000	759,134	22,379,449			
Transfers Out	206,252	350,000	386,000	494,610	361,200	100,000	96,400	528,860	228,112	121,000	169,000	3,041,434			
Fund Balances/Reserves	0	220,165	0	0	0	0	0	34,729	792,559	0	0	1,047,453			
TOTAL APPROPRIATED EXPENDITURES															
TRANSFERS, RESERVES & BALANCES	7,485,331	843,665	766,797	2,765,000	8,066,592	100,000	633,817	2,724,000	1,805,000	150,000	928,134	26,268,336			

The tentative, adopted and/or final budgets are on file in the office of the above referenced taxing authority as a public record.

SUMMARY OF PROPOSED FUND TRANSFERS
FISCAL YEAR 2015-2016

REIMBURSEMENTS: For Internal Services

<u>FROM:</u>	<u>TO:</u>	
CRA/UCR	General Fund	\$350,000
Police Forfeiture Fund	General Fund	\$5,000
Solid Waste	General Fund	\$96,400
Water Utility Services	General Fund	\$131,000
Tourist Development Fund	General Fund	\$61,060
Tiger Point/SSRUS	General Fund	\$100,000
Sewer Utility Services	General Fund	\$111,000
South Santa Rosa Utility System	General Fund	\$361,200
Storm Water Fund	General Fund	\$228,112
Red Light Camera	General Fund	\$169,000
Natural Gas Utility Services	General Fund	\$248,310
<i>Total Reimbursements:</i>		<i>\$1,861,082</i>

LOAN REPAYMENT:

Natural Gas Loan	\$198,469
<i>Total Loan Repayment:</i>	<i>\$198,469</i>

CONTRIBUTIONS:

<u>FROM:</u>	<u>TO:</u>	
General Fund	Urban Core	\$206,252
Gulf Breeze Financial Services	General Fund	\$380,000
Capital Trust Agency	General Fund	\$620,000
<i>Total Contributions</i>		<i>\$1,206,252</i>

SECTION 2:

This budget shall be administered in strict adherence to the Charter and Code of Ordinances of the City of Gulf Breeze, as amended, the Laws of the State of Florida, applicable bond covenants, and the Budget Manual as adopted by the City Council. Amendments to this budget shall be only by Supplemental Appropriations Resolution for all revenues and for all expenditures by fund and by object code; provided further that the City Manager is authorized

to approve transfers of appropriated expenditures between those sub-object codes within the object codes of each fund.

SECTION 3:

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4:

This resolution shall take effect upon its adoption by City Council immediately and shall be published as required by law.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 19th day of September, 2016.

TIME: _____ p.m.

APPROVED:

Matt E. Dannheisser, Mayor

ATTEST:

Leslie Guyer, City Clerk or
Stephanie Lucas, City Clerk



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : September 9, 2016
Subject: **Contract and By-Laws Public Risk Management of Florida Health Trust**

The employee medical insurance proposal packet submitted by PRM included the attached contract and bylaws. The City Council must approve this document and authorize the City Manager to sign it for the City to be a member agency of the PRM Health Trust co-operative.

Staff reviewed the document and corresponded with PRM regarding the following items:

- 1) Section 2.3 states that the PRM program is a “non-assessable” pool. This means that the rates the City has been given for medical insurance coverage for its staff are all the charges the City will pay. There are no possible added assessments that can be levied.
- 2) Section 4.2 and section 4.3 seem to provide conflicting language relative to the term of our agreement and withdrawal from the program. We have confirmed that the City can leave the program with a 45 day notice.
- 3) The City Council appoints a representative from the City to serve on the Board of Directors of the PRM pool. An alternate is also to be appointed.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE CONTRACT AND BYLAWS FOR THE PUBLIC RISK MANAGEMENT OF FLORIDA HELTH TRUST AND APPOINT THE CITY MANAGER AS THE CITY’S REPRESENTATIVE AND THE DEPUTY CITY MANAGER AS THE ALTERNATE.



Arthur J. Gallagher & Co.

To: Todd Torgersen, Combined Insurance Services, Inc.

From: Jimmy Kelly, VP, Arthur J. Gallagher

Subject: City of Gulf Breeze By-Laws Clarification

Date: September 9, 2016

Todd,

Gallagher/PRM is very pleased for the opportunity to work with the City of Gulf Breeze. As discussed, there are a couple items in the By-Laws that need clarification:

- 1) Current Florida Statutes require insurance programs to allow a 45 day notice for any entity or organization to terminate the group insurance program. PRM will be required to comply with Florida Statutes and allow a 45 day notice under the terms and conditions of the contract, thus superseding the current By-Laws.
- 2) Run out fees at termination are discussed in Section 4.3 of the By-Laws. Currently Florida Blue administrative fees are \$55 and usually have minor adjustments every 3 years to their administrative terms. The Gulf Breeze termination agreement will be 3 months of administrative fees only, (no claims), at the time of termination.

If there are any additional questions, or items for discussion, please let me know.

Warm Regards,



Jimmy Kelly

Area Vice President



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

Arthur J. Gallagher & Co.

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Edwin Eddy <eaeddy@gulfbreezefl.gov>

RE: By-Laws Clarification

1 message

Jimmy Kelly <Jimmy_Kelly@ajg.com>

Fri, Sep 9, 2016 at 1:57 PM

To: Edwin Eddy <eaeddy@gulfbreezefl.gov>, Todd Torgersen <todd@ciscompanies.com>

We did get confirmation that the contract can be signed by you Buzz. I will get the other question clarified shortly but you are correct in yellow

Warm Regards,

Jimmy Kelly

Area Vice President



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From: Edwin Eddy [mailto:eaeddy@gulfbreezefl.gov]

Sent: Friday, September 09, 2016 11:54 AM

To: Todd Torgersen <todd@ciscompanies.com>

Cc: Jimmy Kelly <Jimmy_Kelly@ajg.com>

Subject: Re: By-Laws Clarification

Thanks for these clarifications. . .

Please send me a letter which defines what "non assessable" means. See 2.3 of the Bylaws. Todd and I discussed this.

I would like to have a statement in the file on this matter. All we have to pay is our premiums.-correct, JK Assessments established by the

Board, if there are to be any in the current year or in the future, would be built in to the rates.—yes,JK

Finally, reviewing page 16 with Todd, we talked about my signing the document rather than the Mayor. Can the signature block

be changed to reflect that I will sign. I plan on asking the Council to approve the Bylaws on September 19th, it just goes easier

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT

A CONTRACT AND BY-LAWS

FOR

PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST



(PRM-HT)

AS AMENDED AND RESTATED THROUGH OCTOBER 19, 2012

THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT
(A CONTRACT AND BY-LAWS FOR
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST)
(PRM-HT)

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ARTICLES OF ASSOCIATION
AND BY-LAWS
OF
PUBLIC RISK MANAGEMENT OF FLORIDA HEALTH TRUST
(PRM-HT)

BE IT KNOWN THAT:

The below named local government unit or units of the State of Florida for the purpose of forming a risk management and self-insurance association pursuant to the terms of section 112.08, Florida Statutes, do bind themselves contractually to and adopt these Articles of Association and By-Laws.

Article 1 - Name

- 1.1 Name. The name of this association shall be Public Risk Management of Florida – Health Trust, referred to hereinafter as “the Pool”.

Article 2 - Definitions and Purpose

- 2.1. Definitions. As used in this agreement, the following terms shall have the meaning hereinafter set out:

"Premium Payments": The amount each Member must pay to fully fund the fixed costs of the full operation of the Pool including reinsurance, administrative and claims costs..

"Aggregate Excess Insurance": Stop Loss Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, or other similar entities, approved by the Board of Directors, or any committee appointed by the Board for such purpose, to protect the Pool from an accumulation of losses in any policy year.

"Fiscal Year": The Fiscal Year of the Pool shall begin on October 1st and end on September 30th.

"Self-Funded": A program in which Members agree to fully fund the operations of the Health Trust Pool.

"Members": The local governmental units, as defined by section 112.08, Florida Statutes, which initially or later enter into the intergovernmental association established by this Intergovernmental Agreement.

"Health Trust Pool": A fund of public monies established by the Pool to jointly self-insure and self-fund health coverages and any other appropriate coverage lines approved by the Board of Directors.

"Specific Excess Insurance": Insurance purchased by the Pool from insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, that provides catastrophe coverage up to the limit(s) chosen by the Pool.

2.2. Purpose: The Pool is a cooperative consortium voluntarily established by Members as set forth in section 112.08, Florida Statutes, for the purpose of providing health coverage to its Members and their employees and to carry out and effect the agreed upon functions and purposes of this Intergovernmental Agreement as stated herein.

It is the intent of the Members of this Pool to create an entity, which will administer a Health Trust Pool and utilize such funds to provide the benefits described herein, in accordance with this Intergovernmental Agreement. This Agreement shall constitute the substance of a contract among the Members.

All funds contained within the Health Trust Pool are funds directly derived from its Members who are local governmental units of the State of Florida. It is the intent of the Members in entering into this Intergovernmental Agreement that, to the fullest extent possible, the scope of Risk Management undertaken by them through a joint self-insurance or self-funded program using governmental funds shall not waive, on behalf of any Member or such Member's employees as defined in Florida Statutes Section 768.28, any defenses or immunities therein provided, or provided by the laws of the State of Florida. The Pool and the Members of this Pool intend to effect no waiver of sovereign immunities through their use of public funds retained within the Health Trust Pool. Such funds being utilized to protect against risks in accordance with Florida Statutes Section 768.28 are not intended to constitute the existence, issuance or purchase of a policy for insurance. This Intergovernmental Agreement is not to be considered such as would cause this Pool to be treated as an "insurer" within the meaning of any legislation giving risk to liability or applicability to "insurer", for damages, costs, fees or expenses, etc., under Florida Statutes Sections 624.155, 626.9541, 626.9561, 627.426, 627.428, or other statutes applicable to Public Entity Self Insurance in the State of Florida.

2.3 Non- Assessable: Public Risk Management of Florida Health Trust is a non-assessable pool.

Article 3 - Power and Duties

3.1. Powers: The powers of the Pool to perform and accomplish the functions and purposes set forth herein, within the budgetary limits and procedures set forth in this Intergovernmental Agreement, shall be as follows:

3.1.1. To establish By-Laws and Amendments to By-Laws, and operational procedures governing the operations of the Pool which are consistent with this Intergovernmental Agreement and in accordance with section 112.08, Florida Statutes, and to not waive any sovereign immunity not waived statutorily under Florida Law, and to expressly negate any past, present, or future waiver of sovereign immunity under Florida Statutes, and to continue to negate any waiver of sovereign immunity for discretionary and planning functions of government.

3.1.2. To employ agents, employees and independent contractors and approve the rate of compensation, benefits and/or contracts that apply to Pool employees, Pool officers and service providers, and to ensure all benefits of applicable Florida Statutes.

3.1.3. To lease real property and to purchase or lease equipment, machinery or personal property necessary to carry out of the purpose of the Pool.

3.1.4. To carry out educational and other programs relating to health benefits in managing the Members' Participants' health coverage.

3.1.5. To cause the creation of this Pool and see to the collection of funds for the continued administration of the Health Trust Pool.

3.1.6. To purchase Aggregate Excess Insurance and Specific Excess Insurance to supplement the Health Trust Pool without such being a waiver of sovereign immunity under Florida Law.

3.1.7. To provide utilization review and other services to insure the delivery of appropriate health coverage.

3.1.8. To negate, pursuant to Florida Statutes, any implication of a waiver of sovereign immunity, and to negate any waiver of sovereign immunity other than to the extent required under Florida Statutes Section 768.28.

3.1.9. To act solely within the budgetary limits established by the Members to carry out such other activities as are necessarily implied or required to carry out the purposes of the Pool.

3.1.10. To sue or be sued as a separate legal entity.

3.1.11. To expel or terminate Members in accordance with the requirements of these By-Laws for non-payment.

Article 4 - Participation and Term

4.1. Term: The initial term of the Pool was from 12:01 a.m. on October 1, 1989, to 12:01 a.m. September 30, 1991. After the initial two (2) year term of the Pool, the term was and shall automatically be renewed for additional terms of one (1) year each. Provided, however, the Members may, through the manner provided in Section 6.9.4., terminate the Pool as of the end of the initial or any additional term during which such action is taken.

4.2. Notice of Withdrawal: So long as the Pool shall continue in existence, any current or new Member joining the Pool shall remain a Member for at least two years from the date coverage began. The amounts charged in establishing the rates for all of the Member's covered employees and dependents will be guaranteed for the first twelve (12) months of the new Member's initial term.

Any Member's withdrawal from the Pool must occur at the end of the Fiscal Year upon serving on the Pool by mail, fax or hand delivery at least forty-five (45) days prior written notice. Such notice shall be addressed to the Executive Director of the Pool and shall be accompanied by a resolution of the governing body of the Member electing to withdraw from the Pool.

4.3. Actual Withdrawal/Required Withdrawal. Any Member who has served the Executive Director with prior written notice of its intent to withdraw at least forty-five (45) days prior to the beginning of the Fiscal Year for which the notice to withdraw is applicable, shall serve in writing to the Executive Director, by mail, fax or hand delivery on or before ten (10) days prior to the beginning of such Fiscal Year, a verification as to whether the Member intends to actually withdraw from the Pool at the end of the current Fiscal Year. Failure to serve such verification on or before ten (10) days prior to the beginning of the Fiscal Year for which notice of intent to withdraw is applied, shall be deemed a revocation of the prior notice of intent to withdraw; thus, binding the Member to the Pool for the ensuing Fiscal Year. An action to expel a Member shall be taken by the Board of Directors prior to August 1 of the current Fiscal Year in the manner described in Article 16 hereafter. Upon a Member's withdrawal, the Pool shall be responsible for the payment of claims for covered services rendered to the Member's employees and dependents incurred during the time period prior to the withdrawal; however, the withdrawn Member shall be responsible for payment of reasonable administrative charges, as determined by the Board, through the period during which claims may be paid.

4.4. Admission of New Members: The Executive Director and Board of Directors shall establish and periodically review standards and the approval process for the admission of new Members. Upon approval of these standards and of the approval process for admission by the Board of Directors, the Pool's Executive Director may grant or deny admission to proposed new Members.

Article 5 - Commencement of the Pool

5.1. Commencement Date: The Pool commenced operations on October 1, 1989.

Article 6 - Board of Directors of the Pool

6.1. The Board: There is hereby established a Board of Directors (sometimes hereinafter referred to as the "Board") of the Pool. Each Member shall appoint one (1) person to represent that body (the "Representative") on the Board of Directors along with another person to serve as an alternate representative (the "Alternate") when the Representative is unable to carry out that Representative's duties. The Representative and Alternate shall be appointed in writing by the governing body of the Member and a copy of the written appointment shall be provided to the Executive Director of the Pool. Once such appointments are made known to the Pool, the persons appointed shall remain in office until the Pool receives evidence in writing of the appointment of other persons by the Member's governing body. The Representative and Alternate selected must be an employee, an appointed official or elected official of the entity.

6.2. The Chairman and Vice Chairman: The Board of Directors shall, commencing the 2003 Fiscal Year, select a Chairman for a three year term. Thereafter, and commencing the 2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Chairman to serve a two year term. The term of office for the Chairman shall begin on the 1st

day of a Fiscal Year and expire on the last day of a Fiscal Year. The Chairman shall preside at all meetings of the Board. The Chairman shall vote on all matters that come before the Board. The Chairman shall have such other powers as he may be given from time to time by action of the Board.

The Board of Directors shall, bi-annually select a Vice Chairman during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the Vice Chairman shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year. The Vice Chairman shall carry out all duties of the Chairman of the Board during the absence or inability of the Chairman to perform such duties and shall carry out such other functions as are assigned from time to time by the Chairman or the Board of Directors. The Board of Directors may from time to time appoint other officers of the Board.

6.3. Board Responsibilities. The Board of Directors shall have the responsibility for: (1) hiring of Pool officers, agents, non-clerical employees and independent contractors; (2) setting of compensation for all persons, firms and corporations employed by the Pool; (3) approval of amendments to the Intergovernmental Agreement; (4) approval of the acceptance of new Members and expulsion of Members, except that the approval may be delegated to the Executive Director under Article 4.4. above, or by such procedures as are contained in the motion making delegation; (5) approval and amendment of the annual budget of the Pool; (6) approval of the operational procedures developed by the Executive Director; (7) approval of Premium Payments to the Health Trust Pool for each Member; (8) monitoring the financial condition of the Pool; and (9) termination of the Pool in accordance with this Intergovernmental Agreement.

6.4. Voting: Each Member shall be entitled to one (1) vote on the Board of Directors. Such vote may be cast only by the Representative of the Member or in the Representative's absence by the Alternate. No proxy votes or absentee votes shall be permitted. Voting shall be conducted by show of hands or any method established by the Board that is consistent with Florida law. A simple majority vote of those Representatives present shall be required to pass on any motion. On such matters, the Chairman and the Executive Director of the Pool shall cause each Member's Representative and Alternate to receive the proposed ballot which will include at a minimum the text of the motion to be voted upon and the purpose of such motion. Only the Representative or the Alternate may vote on such ballots (not both). If both the Alternate and Representative submit ballots, only the Representative's ballot will be counted. Favorable votes by a majority of the Members' Representatives (or Alternates in their absence) entitled to vote shall pass any action unless an action is taken which is subject to 6.9 below, in which case passage will be based on the required number of votes as if each Member's Representative or Alternate was present at a regular or special meeting called to decide such question.

6.5 Representatives: The Representative selected by the Member shall serve until a successor has been selected or the Member has withdrawn from the Pool. The Representative chosen by the Member may be removed at any time by the vote of the Member's governing body. In the event that a vacancy occurs in the position of Representative or Alternate selected by the governing body of a Member, that body shall appoint a successor in writing within 60 days of such vacancy occurring. The failure of a Member to select a Representative or the failure of that person to participate shall not affect the responsibilities or duties of a Member under this Intergovernmental Agreement.

6.6. The Executive Committee and other Committees: The Board of Directors shall have the power to establish both standing and ad hoc committees to further the functions and purpose of this Pool. Unless the Board of Directors establishes some other procedure, the authority for selection of Representatives or Alternates serving on the Board of Directors who shall serve on such committees and chair them shall reside with the Chairman of the Board of Directors. The Chairman of the Board of Directors may appoint non-voting and non-paid persons who are not Members of the Board of Directors to serve on committees of the Pool. The Board of Directors may establish an Executive Committee. That Executive Committee, if established, shall consist of the Chairman of the Board, the Vice Chairman of the Board, the Treasurer and two Representatives elected by the Board. The Board of Directors shall, bi-annually select the two Representatives during the final quarter of each two-year term to serve during the subsequent two-year term. The term of office for the two Representatives shall begin on the first day of a Fiscal Year and expire on the last day of a Fiscal Year.

6.7. Operating Rules: The Board of Directors may establish rules governing its own conduct and procedure not inconsistent with this Intergovernmental Agreement.

6.8. Quorum: A quorum shall consist of a majority of the Representatives (or in their absence their Alternates) serving on the Board of Directors. Except as provided in Section 6.9 herein, or elsewhere in this Intergovernmental Agreement, a simple majority of a quorum shall be sufficient to pass upon all matters.

6.9. Super-Majority Voting: A greater vote than a majority of a quorum shall be required to approve the following matters:

6.9.1. Such matters as the Board of Directors shall establish within its rules as requiring for passage a vote greater than a majority of a quorum, provided, however, that such a rule can only be established by a greater than a majority vote at least equal to the greater than majority vote required by the proposed rule.

6.9.2. The expulsion of a Member shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors, except a Member who has not paid within thirty-one (31) days may be expelled immediately by the Executive Director.

6.9.3. Any amendment of this Intergovernmental Agreement, except as provided in Subsection 4 below, shall require two-thirds (2/3) vote of all the Representatives serving on the Board of Directors.

6.9.4. The amendment of this Intergovernmental Agreement shall require that specific written notice of the proposed change be sent by registered or certified mail to the governing body of the Member and to the Representative and Alternate of the Member serving on the Board of Directors, no less than ten (10) days prior to a meeting at which this matter is proposed and the amendment as proposed or as amended at such Board meeting must receive the approval of two-thirds (2/3) vote of all of the then current Representatives (or in their absence their Alternates) representing the then Members of the Pool.

6.10. Compensation of Board of Directors: No Representative or Alternate serving on the Board of Directors shall receive any salary from the Pool or from any person or entity providing services to the Pool.

6.11 Conflict of Interest: Representatives and Alternates shall abide by the guidelines established by the State Ethics Commission in the performance of their duties, particularly as it applies to conflicts of interest and financial disclosure.

Article 7 - Board of Directors Meetings

7.1. Meetings: Regular meetings of the Board of Directors shall be held during the year as determined by the Board. The tentative times, dates, and locations of regular meetings of the Board shall be established at the beginning of each Fiscal Year. Any item of business may be considered at a regular meeting, including the scheduling of future regular meetings. The Executive Director shall attend all Board meetings and Executive Committee meetings to serve as an advisor and to report as the administrative officer of the Pool.

7.2. Special Meetings: Special meetings of the Board of Directors may be called by its Chairman, or by any three Representatives (or in their absence their Alternates). The Chairman or in his absence, the Vice Chairman, shall give ten (10) days written notice of regular or special meetings to the Representative and Alternate of each Member and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda. The time, date and location of special meetings of the Board of Directors shall be determined by the Chairman of the Board of Directors, or in his absence, by the Vice Chairman. Emergency meetings may be held with less than ten (10) days written notice, if determined necessary by the Chairman or Vice Chairman, as applicable, and if notice is provided to all Members and their representatives as early as is reasonably possible.

7.3. Conduct of Meetings: To the extent not contrary to this Intergovernmental Agreement and except as modified by the Board of Directors, Robert's Rules of Order, latest edition, shall govern all meetings of the Board of Directors. Minutes of all regular and special meetings of the Board of Directors shall be sent to all Representatives (or in their absence their Alternates) serving on the Board of Directors.

Article 8 - Pool Officers

8.1. Officers: Officers of the Pool shall consist of an Executive Director, a Treasurer, a Secretary and such other officers as are established from time to time by the Board of Directors. All Pool officers shall be appointed by the Board of Directors.

8.2. Executive Director: The Executive Director shall be the chief administrative officer of the Pool and shall in general supervise and control the day to day operations of the Pool and shall carry out the policy and operational procedures of the Pool as established in this Intergovernmental Agreement and by the Board of Directors. Among the Executive Director's duties shall be the following:

8.2.1. The Executive Director may sign, with such other person authorized by the Board of Directors, any instruments which the Board of Directors have authorized to be executed and, in general, shall perform all duties incident to the office of Executive Director and such other duties as may be prescribed by the Board of Directors.

8.2.2. The Executive Director shall prepare a proposed annual budget and proposed Health Trust Pool Premium Payment and shall submit such proposals to the Members.

8.2.3. The Executive Director shall, where necessary, make recommendations regarding policy decisions, the creation of other Pool officers and the employment of agents and independent contractors. At each regular meeting of the Board of Directors and at such other times, as he shall be required to do so, he shall present a full report of his activities and the fiscal condition of the Pool.

8.2.4. The Executive Director shall report quarterly to all Members aggregate information on all claims paid.

8.2.5. The Executive Director shall, within the constraints of the approved or amended budget, employ all secretarial, clerical and other similar help and expend funds for administrative expenses.

8.2.6. Audit: The Executive Director shall provide to the Members an annual audit of the financial affairs of the Pool to be made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted auditing principles. The annual report shall be delivered to the representative of each Member entity.

8.3. Treasurer: The Treasurer shall:

8.3.1. Have charge and custody of and be responsible for all funds and securities of the Pool; cause to be received and given all receipts for moneys due and payable to the Pool from any source whatsoever; cause to be deposited all such moneys in the name of the Pool in such banks, savings and loan associations or other depositories that are recognized as "Qualified Public Depositories" by the State Chief Financial Officer operating under Chapter 280 Florida Statutes, as shall be selected by the Executive Director as directed by the Board of Directors; cause to be invested the funds of the Pool as are not immediately required in accordance with the written investment policy established by the Board of Directors; and cause to be maintained the financial books and records of the Pool.

8.3.2. In general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to that individual by the Board of Directors. Nothing herein shall prevent the Treasurer from delegating, in writing, the functions of the office to third parties, whether members of the Board of Directors, employees of the Pool, or third parties, subject to the approval of the Board of Directors. However, the Treasurer shall maintain the control and responsibility for the execution of such functions by such delegates. The Board of Directors shall, commencing the 2003 Fiscal Year, select a Treasurer for a three-year term. Thereafter, and commencing the

2006 Fiscal Year, the Board of Directors shall, for all subsequent years, bi-annually select a Treasurer to serve a two year term. The term of office for the Treasurer shall begin on the 1st day of a Fiscal Year and expire on the last day of a Fiscal Year.

8.4 Secretary: The Secretary shall issue notices of all Board meetings, and shall attend and keep the minutes of same. The Secretary shall have charge of all corporate books, records and papers; shall be custodian of the corporate seal; and shall keep all written contracts of the Pool. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Executive Director or the Board of Directors.

8.5. Third Party Delegations: The Board may select a financial institution or certified public accountant to carry out some or all of the functions which would otherwise be assigned to a Treasurer and may select a risk management company, administrator or agent to serve as claims administrator or to carry out some or all of the functions which would otherwise be assigned to the Executive Director. The Board may also employ persons or companies as independent contractors to carry out some or all of the functions of officers of the Pool.

8.6. Officer Vacancies: In the absence of the Executive Director, Treasurer or Secretary, or in the event of the inability or refusal of such officers to act, the Chairman of the Board of Directors may perform the duties of the Executive Director, Treasurer or Secretary, and, when so acting, shall have all of the powers of and be subject to all of the restrictions upon the Executive Director, Treasurer or Secretary.

Article 9 - Finances and Health Trust Pool

9.1. Budget: The Board of Directors shall, by August 1 of the year prior to the start of each Fiscal Year adopt a final budget. Failure of the Board of Directors or the Executive Committee to approve a final budget within the time set forth within this Section shall not relieve the Members of the obligation to make monthly payments to the Pool.

9.2. Premium Payment Factors: In determining the amount of the Premium Payment due from each Member, some or all of the following factors may be considered:

- 9.2.1 Number of employees and the age, sex, and family or dependent coverage status of the employees who are expected to receive coverage through the Pool;
- 9.2.2 Past and prospective experience of the Member;
- 9.2.3 Geographic area of the Member, including the expected medical trend in that geographic area;
- 9.2.4 Administrative costs associated with providing coverage to the Member and its employees; and
- 9.2.5 Any other factor relevant in determining the expected costs of providing health coverages to the Member's employees;

- 9.2.6. **Determination of Rates:** New Members' rates will be determined on an experience rated basis using claims history, group demographics, and current plan designs and rates..

First year renewing Members will receive the average increase for the entire pool.

- 9.2.7 **Overall Pool Renewal:** Rates will be calculated by determining the participating entities combined loss ratios. Claims and fixed costs versus required premium.

Second year and subsequent renewing Members' rates will be determined by the pool average, then each Member will be individually underwritten to develop the group's loss ratio. Should the group's individual loss ratio be ten percent better than the total pool average, a decrement will be applied to the final renewal calculation. Should the group's individual loss ratio be ten percent worse than the pool average, an increment will be applied to the renewal. These increments and decrements may vary slightly year-to-year depending on the overall Trust's required premium.

9.3. **Budget Amendments:** Budgets may be amended at any time by majority vote of a quorum of the Board, provided, however, such amendments may not require payments, when added to previous payments by a Member for such Fiscal Year, to exceed such Member's Premium Payment determined for such year. The forwarding of such payments within a time specified in notices to the Members giving them not less than thirty-one (31) days to make such payments shall be of the essence of this contract.

9.4. **Retirement Fund Obligations:** Members shall be both severally and jointly liable to the State of Florida Department of Administration, Division of Retirement for any Florida Retirement Systems' contributions, which are owed by the Pool for Pool employees. Each member shall be responsible for expenses incurred which are attributable to the years of membership as outlined in the Intergovernmental Agreement, Article 11.

9.5. **Distribution of Surplus:** If, for any year during which the Pool was in existence, all claims known or unknown have either been paid or provision has been made for such payment, the Board of Directors as then constituted may distribute surplus funds to the Members who constituted the membership of the Pool in that prior year, after first deducting therefrom reasonable administrative and other non-allocated costs incurred by the Pool in the processing of the claims in years other than the one in which the claim was made. The distribution among the Members shall be in the same proportion to the total as was their Premium Payment for that year to the Premium Payments of all Members for such year.

Article 10 - Excess Insurance

10.1. **Specific Excess Insurance:** The Pool may purchase Specific Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts

which shall be approved by the Board of Directors. The purchase of Specific Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.2. Aggregate Excess Insurance: The Pool may purchase Aggregate Excess Insurance from underwriters of insurance, insurance companies and/or Lloyd's of London, approved by the Board of Directors, or any committee appointed by the Board for such purpose, in such amounts which shall be approved by the Board of Directors. The purchase of Aggregate Excess Insurance does not, and is not, intended to waive sovereign immunity under Florida law.

10.3. Losses: The Health Trust Pool (Loss Fund), the Specific Excess Insurance and Aggregate Excess Insurance shall provide payment for covered losses in any one Fiscal Year for members up to the limits approved by the Board of Directors. Should losses in any one Fiscal Year extinguish all available funds provided by the Pool, then the individual Member shall be responsible for all valid claims of its employees. The Pool shall make payments in the order in which the claims have been submitted and determined to be valid. In addition, pursuant to section 112.08(2)(b)7., Florida Statutes, each Member is responsible for payment of valid claims of its employees that are not paid within 60 days by the Pool. If the Board or the administrator acting on the Board's behalf has determined that appropriate funds are available, the Member shall be reimbursed for the payment of such valid claims. Membership in the Pool shall not preclude any Member from purchasing any insurance coverage above those amounts purchased by the Pool.

Article 11 - Obligations of Members

11.1. Member Obligations: The obligations of Members of the Pool shall be as follows:

11.1.1. To budget for, where necessary, to levy for and to promptly pay all payments to the Health Trust Pool at such times and in such amounts as shall be established by the Board of Directors within the scope of this Intergovernmental Agreement. Any delinquent payments shall be paid with a penalty, which shall be set by the Board, but such rate shall not exceed the highest interest rate allowed by statute to be paid by a Florida public agency.

11.1.2. To select, in writing, a Representative to serve on the Board of Directors and to select an Alternate Representative.

11.1.3. To allow the Pool reasonable access to all records including employee demographic information and financial records, which relate to the purpose or powers of the Pool.

11.1.4. To allow attorneys employed by the Pool to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any dispute or claim for medical services relating to the purpose or powers of the Pool.

11.1.5. To furnish full cooperation with the Pool attorneys, third party administrators, the Executive Director and any agent, employee, officer or independent contractor of the Pool relating to the purpose or powers of the Pool.

11.1.6. To follow in its operations all health education and procedures established by the Pool within its purpose or powers.

11.1.7. To be solely responsible for payment of all premium or contributions for group health benefits. Failure to remit contributions or premiums due in accordance with Article 9 or to provide required information shall be grounds for immediate termination of coverage and benefits by the Program or Providers.

11.1.8. To notify its employees of group health benefits being provided by the Program or Providers. Members shall be solely responsible for furnishing all data and information to Participants required by applicable state or federal law.

Failure of a Member to abide by these requirements shall also be grounds for expulsion from the Pool.

11.2. Cancellation/Suspension of Coverage: In the event that a Member has made a material misstatement, non payment, or failed to comply with an underwriting requirement including misstatements regarding the number or family status of its employees, or the Member's health experience, the Board of Directors has the authority to rescind, cancel or suspend coverage. The Member shall be notified of the reason in writing by the Executive Director and may be given a reasonable time to take corrective measure prior to the Board of Directors' action.

Article 12 - Liability of Board of Directors or Officers of the Pool

12.1. Liability of Directors and Officers: The Representatives (or in their absence their Alternates) serving on the Board of Directors or officers of the Pool should use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care; nor for loss incurred through investment of Pool funds, or failure to invest. No Representative shall be liable for any action taken or omitted by any other Representative. Representatives shall have the immunities provided by law and in particular Florida Statutes Section 163.01. The Pool may purchase insurance providing liability coverage for such Representatives or officers.

Article 13 - Additional Insurance Coverage

13.1. Member's Option to Purchase Additional Insurance: The Pool may make available to Members, optional group health benefits through one or more group health benefit plans offered by or through insurance, including self-insurance, as may be from time to time approved and endorsed by the Pool.

Article 14 - Coverage & Indemnity Dispute Resolution

14.1. After having reviewed a claim forwarded to the Pool, the Executive Director, officer, employee or independent contractor/administrator shall, in writing, be permitted to

decline to provide coverage or indemnification for such claim not believed to be within the scope of coverage provided by the Pool.

14.2. Any Member may request in writing to the Chairman of the Board of Directors, that the Board of Directors, at a regular scheduled meeting, take official action to affirm, modify or reverse a decision that a particular matter is or is not within the scope of coverage provided by the Pool. The Member shall be provided a full opportunity to explain its position to the Board of Directors. The Board of Directors, by majority vote, may affirm, modify, reverse, or defer the matter, subject to any insurance or reinsurance contractual obligations. The decision of the Board will be final.

Article 15 - Contractual Obligation

15.1. Enforcement: This document shall constitute a binding contract among those public agencies, which become Members of the Pool. The obligations and responsibilities of the Members set forth herein, including the obligation to take no action inconsistent with this Intergovernmental Agreement as originally written or validly amended, shall remain a continuing obligation and responsibility of the Member. The terms of this Intergovernmental Agreement may be enforced in a court of law by the Pool.

The consideration for the duties herewith imposed upon the Members to take certain actions and to refrain from certain other actions shall be based upon the mutual promises and agreements of the Members set forth herein. This Intergovernmental Agreement may be executed in duplicate originals and its passage by the Member's governing body shall be evidenced by a certified copy of a resolution passed by the members of the governing body in accordance with the rules and regulations of such public agency, provided, however, that except to the extent of the limited financial contributions to the Pool agreed to herein or such additional obligations as may come about through amendments to this Intergovernmental Agreement no Member agrees or contracts herein to be held responsible for any claims in tort or contract made against any other Member. The Members intend in the creation of the Pool to establish an organization to provide coverage only within the scope herein set out and have not herein created as between Member and Member any relationship of surety, indemnification or responsibility for the debts of or claims against any Member.

15.2. Attorneys' Fees: In any legal action between the parties arising out of this Agreement, any attempts to enforce this Agreement, or any breach of this Agreement, the prevailing party may recover its expenses of such legal action including, but not limited to, its costs of litigation (whether taxed by the court or not) and its reasonable attorneys' fees (including fees generated on appeals) from the other party.

Article 16 - Expulsion or Termination of Members

16.1. Notice: No Member may be expelled except after notice from the Pool of the alleged failure along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The Member may request a hearing before the Board before any decision is made as to whether the expulsion shall take place. The Board shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed.

A decision by the Board to expel a Member after notice and hearing and a failure to cure the alleged failure shall be final. The Board of Directors may establish the date at which the expulsion of the Member shall be effective at any time not less than sixty (60) days after the vote expelling the Member has been made by the Board of Directors. If the motion to expel the Member made by the Board of Directors or a subsequent motion does not state the time at which the expulsion shall take place, such expulsion shall take place sixty (60) days after the date of the vote by the Board of Directors expelling the Member.

16.2. Responsibilities of Terminated Member: A former Member shall only continue to be fully responsible only for its' portion of any obligations incurred but not satisfied during the period of time they were a Member of the Pool. Such obligations may include, but not be limited to, premiums, loss fund payments, final audit and administrative fees, etc., owed or unpaid by the former Member. The former Member shall no longer be entitled to participate or vote on the Board of Directors. The Pool shall not be responsible for payment of any Terminated Member's covered employees' or dependents' claims unless the Member has satisfied all such obligations. Upon satisfaction of the obligations, the covered claims will be treated as if such Member has withdrawn pursuant to Article 4.3. and the Member shall be responsible for continued administrative payments as discussed in Article 4.3.

Article 17 - Termination of the Pool

17.1. Termination: If, at the conclusion of any term of the Pool, the Board of Directors votes to discontinue the existence of the Pool in accordance with Article 6.9.4., then the Pool shall cease its existence at the close of the then current Fiscal Year. Under those circumstances, the Board of Directors shall continue to meet on such a schedule as shall be necessary to carry out the termination of the affairs of the Pool. It is contemplated that the Board of Directors may be required to continue to hold meetings for some substantial period of time in order to accomplish this task, including the settlement of all covered claims incurred during the term of the Pool. The Pool shall continue to be fully responsible and obligated to pay covered claims and expenses owed by the Pool, which accrued before the Pool's termination. The money used to pay such covered claims and expenses shall remain with the Pool until such claims are settled and expenses are paid.

17.2. Distribution of Surplus upon Termination of Pool: Any excess funds remaining in the Pool after satisfaction of all obligations or assessments shall be distributed to the Members. Each Member current with the Pool at termination shall receive a proportionate share of the excess based upon that Member's premiums paid to the Pool during the five-year period immediately preceding the termination compared to the total amount of premium paid during that five-year period by all Members current with the Pool at termination. The Pool may make only partial distributions to the remaining Members in order to assure that all obligations of the Pool are satisfied. Once all such obligations have been satisfied, the remaining funds shall be distributed in accordance with the above.

17.3. Deficit: Should the Trust discontinue operations in a deficit position, the participating Members at termination, will be assessed an amount equal to the group's percentage of total enrollment.

17.4. Post-Termination Responsibilities of Member: After termination of the Pool, the Member shall continue to hold membership on the Board of Directors but only for the purpose of voting on matters affecting their limited continuing interest in the Pool for such years as they were Members of the Pool.

Article 18 – Constitutional Officers

18.1. Membership: Certain Constitutional Officers of the State of Florida may be located within the jurisdiction of a Member, and the Member may agree to include such Constitutional Officer's employees or retirees, their dependents, and others receiving continuation coverage, in the number of persons to be covered under the health coverage program discussed in these By-Laws and established by the PRM Health Trust. If such Constitutional Officer agrees to enroll in the coverage program, it must irrevocably agree in writing to be bound by all of PRM Health Trust's rules and regulations, as may be amended from time to time.

In witness whereof, this agreement has been executed by the Entity:_____.

The approval of the foregoing agreement was passed by the Entity:

_____ on the

_____ day of _____, 20____, and attached hereto, I do hereby execute and the

_____ does hereby attest to my signature as evidence that the

_____ has

approved and hereby becomes a bound signatory member of the "Intergovernmental Cooperative Agreement" for Public Risk Management of Florida Health Trust, a copy of which is attached hereto, and which is pursuant to Florida Statutes Section 112.08, which commenced its term on October 1, 1989.

Chairperson of Board, or Council

Chairperson, Public Risk
Management of Florida – Health Trust

ATTEST:

This _____ day of _____, 20____.



City of Gulf Breeze

OFFICE OF THE DEPUTY CITY MANAGER

Memorandum

To : Edwin A. Eddy, City Manager
From : Samantha D. Abell, Deputy City Manager
Date : September 15, 2016
Subject: Consideration of a Gulf Breeze Septic Tank Elimination Program (STEP)

REQUEST:

The City of Gulf Breeze Septic Tank Elimination Program (STEP) establishes options for funding the elimination of septic tanks, for the betterment of property conditions and values, and also to improve environmentally-sensitive lands.

BACKGROUND:

The City of Gulf Breeze STEP is a totally voluntary program, dependent on annual funding and the applicant's eligibility, in order to lessen financial hardships and encourage septic tank abatement. Citizens have expressed interest in a formal program which provides payment options for homeowners utilizing septic tanks and desiring to connect to the city's sewer system.

STEP is an acronym familiar to environmental funding agencies nationwide, with eligibility and participation options customized by the local government. The participating property owner must enter into an agreement with the city, and meet program eligibility requirements.

DISCUSSION:

The majority of Gulf Breeze citizens are connected to the central sewer system, including all commercial customers. Less than a fifth of households within the city utilize septic tanks for sewage (approximately 500 of 2300 homes), generally located west of Navarre Street, excluding Peake's Point.

Most often, the city considers septic abatement prior to resurfacing a street or when sporadic grant funds are secured. One of the issues that makes septic tank abatement difficult to coordinate is that they do not fail with regularity or consistency. Factors that contribute to septic tank failure include: inadequate drain field size commensurate with flow, soil types, depth of

groundwater, and inadequate maintenance. When a drain field fails, regulations may require a new drain field rather than removal/replacement of the existing field.

When a tank fails, there are two ways to connect the residence to the existing central sewer system: by gravity or by force main. A gravity connection requires appropriate topography and a nearby system that can be accessed such that the wastewater “runs downhill” to the collection system without “force” or power assistance.

A connection via a force main is used when the area topography is not conducive to the economic connection of a residence via gravity to the closest part of the collection system. The Public Services Department makes a determination of the appropriate connection and calculates connection fees. The property owner is responsible for hiring a contractor to install the connection pipe from the home across private property, to the city’s connection. Depending on the size lot, house setback, and the type of connection needed, costs can be considerable. The cost may deter a homeowner from abandoning the tank before it fails, consequently placing an unplanned financial hardship on the owner.

The Gulf Breeze STEP is a voluntary program and allows the property owner to abandon the septic tank and connect to city sewer affordably, prior to problems developing.

DISCUSSION:

The Public Services Department compared policies for STEP utilized by participating local governments inside and outside of Florida. The City Manager’s Office has determined that environmental agencies view STEP favorably and grant funds for such programs are most likely when the program exists prior to grant application, with funding allocations and project successes. The City Manager has discussed the proposal with City Council, who authorized the City Manager to proceed with developing a program for consideration.

The Public Services Department developed a city STEP brochure which outlines need, eligibility, participation options and procedures for application, identified below (also attached):

Program Need:

Septic systems, while effective in the proper conditions, do not offer the best environmental solution for domestic waste treatment. Poor soils, aging systems, increased use and development density changes can cause existing septic systems to malfunction. Additionally, poorly draining soils, shallow groundwater and/or flood prone areas can cause septic systems to be unusable during certain times of the year.

Eligibility:

Any existing residence with a septic system is eligible for this program. Existing platted, vacant residential lots may also be considered. Undeveloped property

larger than 1 acre and commercial facilities are not eligible. Priority of available city funding will be according to need and environmental benefit.

Need for STEP:

Need will be defined as environmental sensitivity given proximity to surface water, age of existing system, soil compatibility, and depth to groundwater. Other determinations of need are the size of lot, presence of trees and vegetation, density and intensity of land use/zoning district.

Funding for STEP:

Funding for Gulf Breeze's STEP program is conditioned on funds appropriated, and outside grant sources. A cost match is required. Priority will be given in proportion to matching funds, and the likelihood of additional septic tank abatements in proximity to the new connection line.

STEP Participation Options:

The City provides several options for funding the elimination of septic tanks.

A. Neighborhood Improvement Special Assessment

A neighborhood group can petition the city to create a special assessment where each property is assessed for the cost of improvements to create the sewer collection system. The city will require that 60% of those affected by the assessment agree to project. Connection to the system for existing residences will be required within one year of completion of the construction.

B. Individual Funding by Payment Plan

An individual property owner can (1) apply to the city for financing of the sewer infrastructure required to connect to the sewer system, or (2) apply to the City with total costs paid by the property owner and recovered over a specified number of years until paid in full.

In both instances, the property owner's amount due is reduced by each additional connection onto the system by properties within 200 feet of the new sewer line with access through public rights of way. The amount of reduction will be specified in the approved payment plan, determined by costs. An agreement for reimbursement to the property owner for additional connections to the system will be developed. In no case will the property owner be entitled to recover more than the original construction costs. Recovery of interest and other fees is also prohibited.

C. City Funding

The city will provide some or all funds for construction costs for the installation of the sewer system. The city may use existing funds or apply for grants to construct the system. City funding will be prioritized for critical environmental and economic projects.

Procedures for STEP Application:

Interested parties must be the property owner or authorized agent for owner. The application must indicate one of the three above categories for eligibility.

An application form can be obtained at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL 32561. Additional questions or to obtain an electronic copy of the application please call 850.934.5110 or email PublicServices@gulfbreezefl.gov.

The application will be reviewed by public services staff for completeness and feasibility. A cost estimate will be compiled and project requirements established. These details will be shared with applicant(s) to determine the willingness to continue with the project. Public Services will submit a recommendation to the city manager for approval by city council.

Upon approval, public services will contract for the required engineering, permitting and construction. If project costs exceed the estimated costs, the applicant(s) may withdraw from the project and the city council must approve expenditures above the original estimates.

Payment for loans and special assessments will begin upon certification of completion of construction. Deposits, fees and other direct payments to the city for sewer service are also due at this time.

Special Conditions for Payment Plan:

- ✓ The individual will be responsible for the entirety of the construction costs, financed by the city for 3-7 years, at prime interest rate + 1%, with a mortgage established on the property. Longer terms than 7 years for project costs greater than \$25,000 may be approved by the City Council.
- ✓ If the property is sold, the remainder of the financed cost will be due in full.
- ✓ Failure to make timely loan payments will result in termination of water service.
- ✓ The city will establish the number of total connections that could be served by the project. An infrastructure fee will be established for each new connection to be made by dividing the costs by one half the number of connections possible. This fee will be credited to the property owner's amount owed, as fees are collected. This credit will be a maximum of the loan amount under option (1) or the total construction amount under option (2), and only applicable during the payment plan period while the original property owner is in

possession of the property. All excess fees collected will be designated for the city's septic tank elimination program fund.

Special Conditions for Special Assessment:

- ✓ 60% of those affected must agree to the initial and final project costs.
- ✓ Special assessments may be paid in full at any time, but an annual payment will be required with the property tax assessment.
- ✓ Liens for non-payment may also be established.

RECOMMENDATION:

The City Council may:

1. Approve a Gulf Breeze Septic Take Abatement Program; or
2. Approve a Gulf Breeze Septic Take Abatement Program with changes; or
3. Reject a Gulf Breeze Septic Take Abatement Program

ATTACHMENTS:

Gulf Breeze Septic Take Abatement Program Brochure, Department of Public Services

construction. Deposits, fees and other direct payments to the city for sewer service are also due at this time.

Special Conditions for Payment Plan:

- › The individual will be responsible for the entirety of the construction costs, financed by the city for 3-7 years, at an annual interest rate of 4%, with a mortgage established on the property. Longer terms than 7 years for project costs greater than \$25,000 may be approved by Gulf Breeze City Council.
- › If the property ownership changes or is transferred, the remainder of the financed cost will be due in full.
- › Failure to make timely payments will result in termination of water service.
- › The city will establish the number of total connections within 200 feet of the proposed system with access through public rights of way that could be served by the project. An infrastructure fee will be established for each new connection to be made by dividing the costs by one half the number of connections possible. This fee will be credited to the property owner's amount owed, as fees are collected. This credit will be a maximum of the loan amount under option (1) or the total construction amount under option (2), and only applicable during the payment



plan period while the original property owner is in possession of the property. All excess fees collected will be designated for the city's septic tank elimination program fund

Special Conditions for Special Assessment:

- › 60% of those affected must agree to the initial and final project costs.
- › Special assessments may be paid in full at any time, but an annual payment will be required with the property tax assessment.
- › Liens for non-payment may also be established.



**THE CITY OF GULF BREEZE, FL
SEPTIC TANK ELIMINATION
PROGRAM (STEP)**



Program Need:

Septic systems, while effective in the proper conditions, do not offer the best environmental solution for domestic waste treatment in many conditions. Poor soils, aging systems, increased use and development density changes can cause existing septic systems to malfunction. Additionally, poorly draining soils, shallow groundwater or flood prone areas can cause septic systems to be unusable during certain times of the year.



Eligibility:

Any existing residence with a septic system is eligible for this program. Existing platted, vacant residential lots may also be considered. Undeveloped property larger than 1 acre and commercial facilities are not eligible. Priority of available city funding will be according to need and environmental benefit.

Need for STEP:

Need will be defined as environmental sensitivity given proximity to surface water, age of existing system, soil compatibility, and depth to groundwater. Other determinations of need are the size of lot, presence of trees and vegetation, density and intensity of land use/zoning district.

Funding for STEP:

Funding for Gulf Breeze’s STEP program is conditioned on funds appropriated, and outside grant sources. A cost match is required. Priority will be given in proportion to matching funds, and the likelihood of additional septic tank abatements in proximity to the new connection line.

STEP Participation Options:

The City provides several options for funding the elimination of septic tanks.

A. Neighborhood Improvement Special Assessment

A neighborhood group can petition the city to create a special assessment program where each property is assessed for the cost of improvements to create the sewer collection system. The city will require that 60% of those affected by the assessment agree to project. Connection to the system

for existing residences will be required within one year of completion of the construction.

B. Individual Funding by Payment Plan

An individual property can (1) apply to the city for financing of the sewer infrastructure required to connect to the sewer system or (2) apply to the city for a payment plan with total costs paid by the property owner and recovered over a specified number of years until paid in full. In both instances, the property owner’s amount due is reduced by each additional connection onto the system by properties within 200 feet of the new sewer line with access through public rights of way. The amount of reduction will be specified in the approved payment plan, determined by costs. An agreement for reimbursement to the property owner for additional connections to the system will be developed. In no case will the property owner be entitled to recover more than the original construction costs. Recovery of interest and other fees is also prohibited.



C. City Funding

The city may provide some or all funds for construction costs of the installation of the sewer system. The city may use existing funds or apply for grants to construct the system. City funding will be prioritized for critical environmental issues and projects with significant private contributions.

Procedures for STEP Application:

Interested parties must be the property owner or authorized agent for owner. The application must indicate one of the three above categories for eligibility.

An application form can be obtained at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL 32561. Additional questions or to obtain an electronic copy of the application please call 850.934.5110 or email PublicServices@gulfbreezefl.gov.

The application will be reviewed by public services staff for completeness and feasibility. A cost estimate will be compiled and project requirements established. These details will be shared with applicant(s) to determine the willingness to continue with the project. Public services will submit a recommendation to the city manager for approval by city council.

Upon approval, public services will contract for the required engineering, permitting and construction. If project costs exceed the estimated costs, the applicant(s) may withdraw from the project and the city council must approve expenditures above the original estimates.

Payment for loans and special assessments will begin upon certification of completion of



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

MEMORANDUM

To: Mayor and City Council
From:  Edwin A. Eddy, City Manager
Date: September 15, 2016
Subject: Septic Tank Elimination Project

Rodney Sutton, 102 Shoreline Drive, has requested the City's assistance with a Septic Tank Elimination Project ("STEP"). As indicated on the attached aerial photograph, 102 Shoreline Drive is located on the landward side of Shoreline Drive at a much higher elevation than the homes located on the waterside. Except Peake's Point, the homes west of Navarre Street are on septic tanks. Most are older. The homes along the waterside may have tanks and drain fields in close proximity to the water or mature trees.

While this area would qualify for a STEP, we started conversations regarding Mr. Sutton's septic tank situation due to a failure of the system at 102 Shoreline Drive, prior to the development of the STEP policy.

In this case, Mr. Sutton has agreed to pay the \$30,000 cost to construct a 2" diameter force main to connect his house to a sewer line on McLane to the north, and requests no city financing.

There are approximately twenty-five (25) homes now using septic tanks that could tie into this 2" force main to the city's central sewer system. Mr. Sutton further requests that each new connection pay an amount calculated by STEP toward the cost of the new line. In no case would the amount credited exceed \$30,000.

The credit will be calculated as follows: Dividing total costs (\$30,000) by one half of the total connections possible (12). The credit per each connect is therefore \$2,500.

The applicant is eligible for a \$2,500 credit, said otherwise as a reduction in the amount owed, for each connection by these twenty-five (25) addresses:

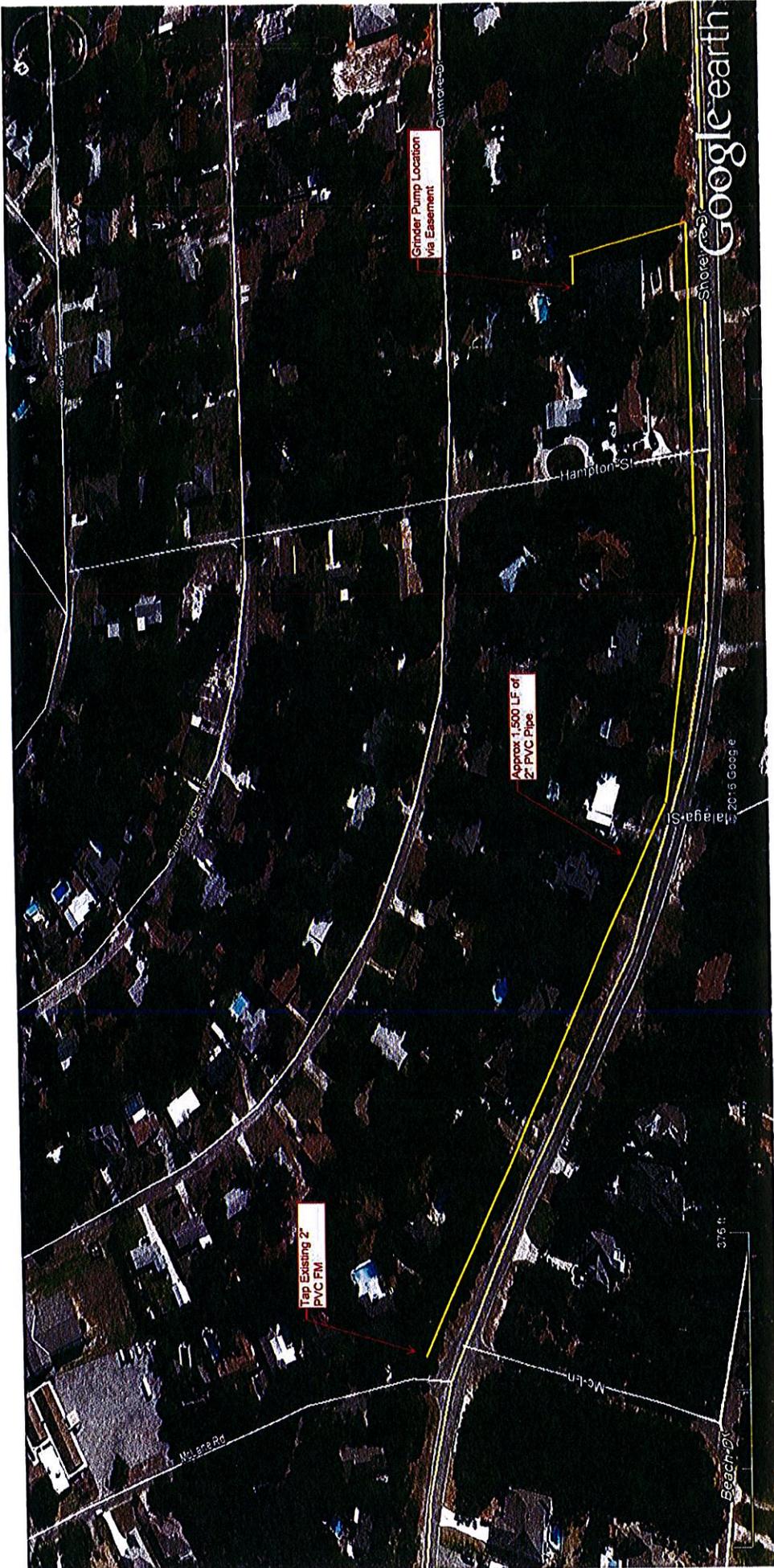
<u>Parcel Number</u>	<u>Physical Address</u>	<u>Calculated Acres</u>
063S290540037000260	84 SHORELINE DR	0.33980488
063S290540037000200	94 SHORELINE DR	0.29868318
063S290540041000030	100 SHORELINE DR	0.34437829
063S290540037000250	86 SHORELINE DR	0.32596934
073S29263000B000060	80 SHORELINE DR	0.41429596
063S290540037000210	92 SHORELINE DR	0.32546144
063S290540037000190	96 SHORELINE	0.51625574
063S290540041000320	102 SHORELINE DR	0.34428591
063S290540041000310	VACANT	0.32282307
063S290540037000240	VACANT	0.32593127
063S290540037000230	88 SHORELINE DR	0.32615187
063S290540037000220	90 SHORELINE DR	0.3256374
063S290540037000120	82 SHORELINE DR	0.22273671
063S290000005000000	103 MALAGA ST	0.55528658
063S290000006000000	89 SHORELINE DR	0.60847761
073S295450000000150	81 SHORELINE DR	0.49711354
073S295450000000140	9 BEACH DR	0.56279635
073S295450000000170	2 BEACH DR	0.35124965
073S295450000000160	83 SHORELINE DR	0.41196198
063S290540036000010	93 SHORELINE DR	0.61294795
063S290540036000020	95 SHORELINE DR	0.57641677
063S290540036000060	103 SHORELINE DR	0.71930571
063S290540036000030	97 SHORELINE DR	0.58321251
063S290540036000050	101 SHORELINE DR	0.67093675
063S290540036000040	99 SHORELINE DR	0.62478148

In addition to these 25 addresses listed above, the applicant may be eligible for a credit from addresses eastward of the end of the new line, but is required to obtain City Council approval.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A STEP FOR 102 SHORELINE DRIVE AS DESCRIBED:

A \$30,000 PAYMENT WITH ELIGIBILITY FOR \$2,500 CREDIT PER CONNECT FROM THE TWENTY-FIVE ADDRESSES LISTED ABOVE.





City of Gulf Breeze

OFFICE OF THE CITY MANAGER

MEMORANDUM

To: Mayor and City Council
From:  Edwin A. Eddy, City Manager
Date: September 13, 2016
Subject: Investment Authorization, FS Advisors

The City has utilized the services of FS Advisors since 2011 without a formal statement referencing the authority by which the investments are made and the limits of the services provided.

The City Attorney prepared the attached Authorization to formally grant FS the ability to act on behalf of the City in accordance with the City's Investment Policy.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE AUTHORIZATION GRANTING FS ADVISORS PERMISSION TO ACT ON BEHALF OF THE CITY IN ACCORDANCE WITH THE CITY'S INVESTMENT POLICY.

AUTHORIZATION

THIS AUTHORIZATION is made and entered into by and between FSA Investment Group, L.L.C., ("FSA") and the City of Gulf Breeze and Gulf Breeze Financial Services, Inc., (collectively, "City") as of the ____ day of _____, 201__.

WHEREAS, FSA has been retained by the City to render financial advice with regard to surplus public funds maintained in certain accounts at Charles Schwab.

WHEREAS, the City on April 4, 2011, pursuant to Florida Statutes Section 218.145, enacted Ordinance 03-11 adopting the City of Gulf Breeze Investment Policy for the conduct of investment activity of surplus public funds, a current copy of which, as amended, is attached hereto (collectively, the "Policy").

NOW, THEREFORE, FSA acknowledges that it has been granted certain discretionary authority over those accounts and agrees that its decisions are bound by the terms of the Policy and all actions undertaken and authorizations utilized in regards thereto shall be in complete conformity with the terms of the Policy.

IN WITNESS WHEREOF, the parties have executed this authorization to be effective as of the day and year first above written.

FSA INVESTMENT GROUP, L.L.C.,
a Florida limited liability company

By: _____

Its: _____

CITY OF GULF BREEZE,
a Florida municipal corporation

By: _____

Its: _____

Attested to by:

City Clerk

GULF BREEZE FINANCIAL SERVICES, INC.,
a Florida corporation

By: _____

Its: _____