

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION**

JUNE 2, 2010
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Local Government Symposium
- B. Discussion and Action Regarding Stormwater Project on Pfeiffer Street
- C. Discussion and Action Regarding Acquisition of Fire Boat, FEMA Alternate Project #09
- D. Discussion and Action Regarding Shoreline Dr/South Sunset Boulevard Replacement Well
- E. Discussion and Action Regarding Dispatch Service Agreement to National Park Service
- F. Discussion and Action Regarding Engineering Fee for Natural Gas Pipeline - FEMA Alternative Project #05
- G. Discussion and Action Regarding Ground Penetrating Radar Bid, FEMA Alternative Project #15
- H. Discussion and Action Regarding Vector Sewer Truck, FEMA Alternative Project #8
- I. Discussion and Action Regarding Florida Department of Transportation - SB 1446 Landscaping Architecture Consulting Services Contract
- J. Discussion and Action Regarding Report to Council of Critical Required Acquisitions and Procurements Relative to Oil Spill
- K. Discussion and Action Regarding Breach of Contract - Traffipax
- L. Discussion and Action Regarding Deconstruction of Fishing Bridge
- M. Discussion and Action Regarding Proposal to Convert Overhead Electric Wiring to Underground

- N. Discussion and Action Regarding Rewrite of Future Land Use Element of the City's Comprehensive Plan
- O. Information Items

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.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/28/2010

Subject: Local Government Symposium

At the direction of the City Council, we initiated the first Local Government Symposium in conjunction with the Gulf Breeze High School. The program consisted of a series of meetings designed to orient the participants to the inner workings of local government and to the issues of the day.

The participants met with several key department directors regarding the operation of City government.

Each student had to complete a project in order to "complete the symposium". We had 18 students sign up for the symposium. We had 8 students complete the program. Each of the 8 have been invited to the June 2, 2010 Executive Session to be recognized by the Council.

This was a very rewarding experience for City staff. It was a pleasure being involved in the learning process. This project should be continued next year.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: May 26, 2010
RE: Stormwater Project on Pfeiffer Street

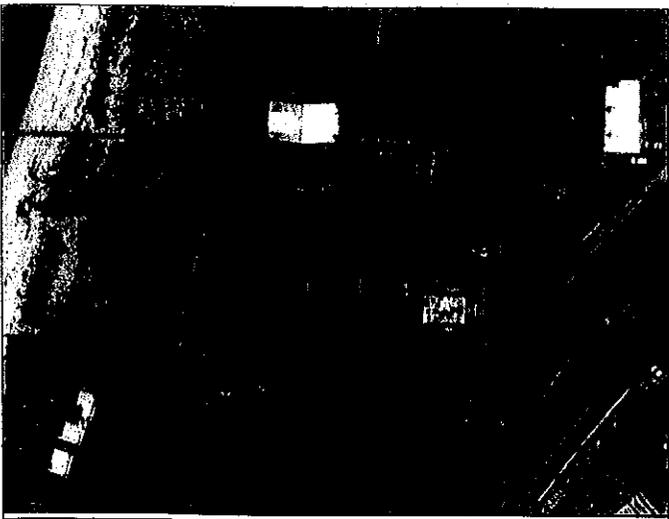
There is a drainage pipe that carries water and debris and discharges to Pensacola Bay at the end of Pfeiffer Street. Due to the turbulence and velocity of the stormwater, several sections at the end of the pipe have become dislodged, and a large hole has developed that grows larger after every major rain event. Sediment is also depositing at the exit and trash is polluting the area. In an effort to help alleviate this problem, the City solicited input from a trusted contractor and local residents.

The jointly developed plan includes diverting the flow to vacant property adjacent to the stormwater drain. The property will be dug out and bermed to catch debris and sediment. This action will also disburse the discharge over a larger area, thus decreasing the velocity. The berm will continue across two additional properties with the permission of the residents. The total proposed cost is \$13,821.00. However, the City can use existing resources to do the clearing, therefore reducing the cost to \$10,251.00.

Our proposal is to use Utility Service Company as they have done some "pro bono" work on the site previously and helped develop this plan. We do not believe that permitting is necessary for this corrective work.

Attached is an aerial photo showing the proposed construction.

RECOMMENDATION: The City Council waive the normal bidding process and authorize Utility Service Company to perform stormwater drainage corrective work at the end of Pfeiffer Street for the sum of \$10,251.00.



City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Fla. 32561

Date: 29-Mar-10
From: Utility Service Company, Inc.
4326 Gulf Breeze Parkway
Gulf Breeze, FL 32561

RE: Drainage Improvements Behind Tacco Bell

Description	Contract Items			
	Units	U/M	Price	Amount
1. Clear and Haul Brush and Debrist	1.00	LS	\$ 3,570.00	\$ 3,570.00
2. Plug 24" Outfall Line	1.00	LS	\$ 3,469.00	\$ 3,469.00
3. Excavate and Build Berms	1.00	LS	\$ 6,782.00	\$ 6,782.00
				\$ 13,821.00



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM:  Craig S. Carmichael, Fire Chief
DATE: May 24, 2010

SUBJECT: Acquisition of Fire Boat, FEMA Alternate Project #09

As you are aware, the City Council authorized City staff to solicit bids for the fire boat, FEMA Alternate Project #09. The invitation to bid was advertised in the Pensacola New Journal on May 14, 2010 and May 21, 2010. The close date was May 24, 2010 at 2:00 PM CDST.

Only one company responded to the invitation to bid, Brunswick Commercial and Government Products. They submitted a price of \$147,907.00, which is also the GSA Contract price.

The reason no one else bid, was the requirement that the vessel be equipped with a 34" rescue door. There are only a handful of vendors who offer this option and it is mostly limited to aluminum vessels. To my knowledge, there is only one other manufacturer that offers a rescue door on a fiberglass hull. Other vendors have offered the option, such as McKee Craft; however, they are no longer in business. The previous fire boat was made by Brunswick Commercial and Government Products and held up extremely well.

We specified a fiberglass hull instead of an aluminum hull based on the following:

1. An aluminum hull will ding if you hit a hard object. Small dings aren't hard to repair, but large dings are difficult to get back to the original condition.
2. Modern fiberglass boats are made with flotation foam, which makes them very stable and buoyant. Contrary to what some believe, fiberglass is a strong, flexible boat building material. Large gashes in fiberglass can be repaired to look like new.

3. Aluminum hulls are suitable for freshwater environments; however, they are prone to corrode in saltwater. This is especially true with an unpainted aluminum boat. Electrolysis, corrosion and salt build up between the rivets and can cause leaks.
4. Fiberglass boats usually feature a reversed-chine hull that cuts through the waves, forcing the water and spray to either side. In comparison, the typical aluminum hull is boxy in shape and tends to plow water instead of cutting through it.

The bid amount of \$147,907.00 is \$2,907.00 over the budgeted amount of \$145,000.00. The reason for the discrepancy is the budgeted amount was based on figures that were prepared 2 to 3 years ago and did not account for inflation or the rise in the cost of materials.

Approximately \$2,000.00 could be saved if the City were to accept delivery at the manufacture's facility in Edgewater, Florida. However, I would recommend against this because the City would assume all liability while towing the vessel back to Gulf Breeze.

The \$2,907.00 overage could be made up from undesignated funds that we have received in donations. Currently, there is \$6,993.11 in this account.

RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT BRUNSWICK COMMERCIAL AND GOVERNMENT PRODUCTS BID IN THE AMOUNT OF \$147,907.00 (\$145,000.00 FROM THE FEMA PUBLIC ASSISTANCE GRANT AND \$2,907.00 FROM THE FIRE DEPARTMENT'S DONATION FUND) FOR THE 25 FOOT FIRE - RESCUE BOAT AND AUTHORIZE THE FIRE CHIEF TO EXECUTE THE PURCHASE CONTRACT.

BID FORM

To: City of Gulf Breeze
Gulf Breeze, Florida

Date: 05 18 10

In compliance with your Advertisement for Bid, Equipment Purchase Agreement, Equipment Bid Specifications and subject to all the conditions thereof, the undersigned, hereby proposes to sell the following equipment to the City of Gulf Breeze:

ITEM	DESCRIPTION
1	25' FIRE - RESCUE VESSEL

BID AMOUNT: For the purchase of the aforementioned equipment, for the sum of :

Item 1 25' FIRE - RESCUE VESSEL
\$ 147,907 Dollars and 00 Cents.

Delivery Time in Days: 150

CERTIFICATIONS: The undersigned certifies that he/she is authorized to execute on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud of collusion with any other bidder, that the data indicated below is true and complete and the Bid is made in good faith and in full accord with State Law. Notice of acceptance may be sent to the undersigned at the address set forth:

Legal Name of Company BRUNSWICK COMM. & GOV. PRODUCTS, INC.
Mailing Address 420 MEGAN Z AVE. EDGEWATER, FL 32132
Phone Number 850-539-9191
Fax Number 850-539-7714
Legal Name of Bidder DAN N. ELLINGSEN
By (Legal Signature) D.N. Ellingsen
Name Typed or Printed DON N. ELLINGSEN
Title WESTERN REGIONAL MANAGER
Date 05-19-10

MUST BE COMPLETED FOR BID TO BE VALID

INVITATION FOR BID

Until 2:00 p.m. CDST, Monday, May 24, 2010, the City of Gulf Breeze, Florida is soliciting sealed bids to be received at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, for the following equipment:

ITEM	DESCRIPTION
1)	25' FIRE - RESCUE VESSEL

A mandatory bid packet is available at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. All bids must be on the supplied bid form and delivered by hand, mail, or parcel express to the City of Gulf Breeze, Attention: City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and must be received by 2:00 P.M. CDST, May 24, 2010. Only proposals received by the aforesaid time and date will be considered. All proposals shall be enclosed in a sealed envelope and labeled, "FIRE BOAT BID."

The bids will be publicly opened and read at 2:00 p.m. CDST, May 24, 2010 at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561.

Questions concerning this bid should be directed to:

Craig S. Carmichael
Fire Chief
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Phone (850) 934-5109 Fax (850) 934-5114

EVALUATION OF PROPOSALS: In evaluating proposals, the city will consider all information that the City deems relevant for awarding the contract including, without limiting the generality of the foregoing: price, ability to perform, experience and past performance. With regards to any bids or proposals submitted in response hereto, the City reserves the right to waive any errors, omission, irregularities and deviations from specification if the City determines that such action is in the best interest of the City and/or public health, safety and/or welfare. Furthermore, the City may waive any requirement or provision hereof and reserves the right to modify the requirements referenced herein, to reject any and all bids or proposals, to modify (with the approval of the bidding or proposing party) any bid or proposal, to negotiate with any bidding or proposing party regarding any price, term and/or condition, including increasing or decreasing a proposed price and/or the scope of the project. The Request for Proposal is utilized merely as a vehicle to facilitate the evaluation of prospective contractors. This Request for Proposals shall not grant and shall not be construed in any manner to grant any rights, benefits or expectations of any manner whatsoever to any person interested in or contemplating submitting a bid or proposal in response hereto. The final terms and conditions of the project or contract contemplated herein may be negotiated between the City and any responsive bidder and the City shall not be required to accept any particular bid or proposal or negotiation with any particular responsive bidder notwithstanding perceived favorable provisions of price, time of performance, experience, quality of service, etc., contained in a responsive bid or proposal. The City reserves the right to negotiate a proposal in the best interest of the City which may include adding or deleting terms and conditions from those specified herein and/or from those bid upon by a responsive bidder or contained in responsive bidder's bid or proposal.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Ron Pulley, Director of Parks and Recreation
SUBJECT: Shoreline Replacement Well
DATE: May 24, 2010

In March of this year, Council authorized the solicitation of competitive bids, not to exceed \$9,500.00, for the replacement of the irrigation well at the intersection of Shoreline and Sunset.

As approved by Council, this project includes the installation of a four inch new well, a 5 horsepower pump, an electrical service relocation and upgrade. We received two bids for the well and pump installation, two bids for the electrical and one that included both the well and the electrical work.

A. Well and Pump

- | | |
|--|------------|
| 1. Foxworth & Moore Irrigation
P.O. Box 2291
Pensacola, FL 32513 | \$6,980.00 |
| 2. Ken Griffin Landscaping
3004 Westfield Road
Gulf Breeze, FL 32563 | \$7,160.00 |

B. Electrical

- | | |
|--|------------|
| 1. Gulf Winds Electric
P.O. Box 3327
Pensacola, FL 32516 | \$1,800.00 |
| 2. John Brown Electric
P.O. Box 1166
Gulf Breeze, FL 32561 | \$1,600.00 |

C. Well, Pump and Electrical

- | | |
|--|------------|
| 1. Pensacola Landscaping and Lawn Care
7795 Grow Drive
Pensacola, FL 32514 | \$9,799.00 |
|--|------------|

Recommendation

That Council authorize Foxworth & Moore Irrigation and John Brown Electric to proceed with the installation of the replacement well at the intersection of Shoreline and Sunset at a total project cost of \$8,580.00.



City of Gulf Breeze Police Department

*311 Fairpoint Drive
Gulf Breeze, FL 32561
850-934-5121
850-934-5127 fax
www.gulfbreezepolice.com*

May 19, 2010

To: Edwin Eddy, City Manager
From: Peter Paulding, Chief of Police
Re: Dispatch Service Agreement to National Park Service

Our agency has provided dispatch radio and telephone service for the National Park Service at Gulf Islands National Seashore for many years. The attached agreement, Purchase Order P5326100027, extends the arrangement between the NPS and City of Gulf Breeze for the fiscal year 2010 and provides compensation to us in the amount of \$65,063. We have reviewed the language of the document and scope of work it describes and find that it is consistent with our practices and the work we have been doing for the National Park Service.

The amount of the agreement is based upon our personnel staffing costs for this fiscal year. We anticipate increased costs for next year's agreement to reflect any increase in personnel costs due to pay raises, benefits or any other cost increases. If service demands increase over the next few years as National Park Service resources come back on line and the calls for service increase, we will discuss additional personnel and the resultant increased costs with the NPS.

Recommendation: City Council approve the agreement for the Police Department to provide dispatch services to the National Park Service from 10-01-2009 through 9-30-2010 and receive compensation in the amount of \$65,063 for equipment and personnel costs.



IN REPLY REFER TO:

United States Department of the Interior

National Park Service
Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, Florida 32563



S72 (GUIS-AC)

May 11, 2010

City of Gulf Breeze
Attn: City Council
1070 Shoreline Drive
Gulf Breeze, FL

Subject: Purchase Order for Dispatch Communication Service

Dear City Council:

As requested by Police Chief Peter Paulding, the enclosed purchase order to provide continued 24-hour dispatching services for the National Park Service at Gulf Islands National Seashore is hereby submitted for approval.

Should you desire to consummate a binding contract, the council may acknowledge acceptance by returning an original counter-signed copy of the purchase order or through continued performance of the services required under the above reference order number.

Should the council have any questions or comments regarding this matter, the undersigned may be contacted by phone at 850-934-2602 or by email mary_ann_kidd@nps.gov.

Mary Kidd
Contracting Officer

City of Gulf Breeze Communications Center Services Contract
Performance Work Statement: FY 2010

Introduction

This contract is for the City of Gulf Breeze Police Department to provide continued 24-hour dispatching services for the Florida District of Gulf Islands National Seashore for the period of October 1, 2009 through September 30, 2010.

Background

The Gulf Breeze Police Department provides telephone and radio dispatching services for personnel of Gulf Islands National Seashore in support of law enforcement, emergency services, and, to a lesser extent, general park operations. This service is provided 365 days a year, 24 hours a day. The standard for the services provided by Gulf Breeze is consistent with that of most any professional police and emergency services communications center.

Scope

This contract is for the provision of communications support for law enforcement and emergency services (fire, rescue, emergency medical, etc.) operations within the boundaries—or otherwise involving the Florida District staff of—Gulf Islands National Seashore. The Communications Center dispatches park personnel to emergency and service calls, tracks law enforcement rangers and lifeguards during their shifts, provides a life-line and computer data link for rangers involved in law enforcement contacts and investigations, facilitates requests for outside resources to assist with park incidents, etc. Besides providing dispatching services for day to day Florida District operations, the Communications Center also serves as an after-hours point of contact for the park as a whole.

Applicable Directives

Not applicable.

Performance Requirements

This contract covers the provision of the following services to the quality established through industry norms and consistent with Gulf Breeze Police Department's accreditation from the Commission for Florida Law Enforcement Accreditation, Inc. The communications support services provided through this contract include the following elements:

- Monitoring of assigned radio frequencies and 9-1-1 center telephones 24 hours per day, 365 days per year.
- Tracking in-service law enforcement rangers, including pro-active officer safety status checks for rangers engaged in violator or investigative contacts.
- Tracking and providing communications support for lifeguards at three guarded beaches.

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

R5326100027

PAGE 1 OF 9

2. CONTRACT NO.

3. AWARD/EFFECTIVE
DATE 05/11/2010

4. ORDER NUMBER
P5326100027

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE
DATE

**7. FOR
SOLICITATION**

a. NAME

b. TELEPHONE NUMBER (No collect
calls)

8. OFFER DUE DATE/
LOCAL TIME

INFORMATION CALL:

9. ISSUED BY

CODE 53200

SER - GUIIS - Gulf Islands National Seashore

Contracting Office
1801 Gulf Breeze Parkway

Gulf Breeze, FL 32563

TEL: (850) 934-2614 ext.

FAX: (850) 932-9654 ext.

10. THIS ACQUISITION IS

- UNRESTRICTED
 SET ASIDE: 0.00% FOR
 SMALL BUSINESS
 HUBZONE SMALL
BUSINESS
 8(A)

NAICS: 922120
SIZE
STANDARD:

11. DELIVERY FOR
FOB DESTINATION
UNLESS BLOCK IS
MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
10 days : %
20 days : %
30 days : %
days : %

13a. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

RFQ IFB RFP

15. DELIVER TO

CODE 53200

SER - GUIIS - Gulf Islands National Seashore
Headquarters, 1801 Gulf Breeze Parkway

Gulf Breeze, FL 32563
Attn: Clayton F. Jordan

16. ADMINISTERED BY

CODE 53200

SER - GUIIS - Gulf Islands National Seashore
Contracting Office, 1801 Gulf Breeze Parkway

Gulf Breeze, FL 32563

17a. CONTRACTOR/
OFFEROR

CODE

FACILITY
CODE

GULF BREEZE, CITY OF (INC)
1070 SHORELINE DR
GULF BREEZE, FL 32561-4702

TELEPHONE NO. (850) 934-4030 ext.

18a. PAYMENT WILL BE MADE BY

CODE 53200

SER - GUIIS - Gulf Islands National Seashore
Headquarters, 1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN
 OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK
BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					

25. ACCOUNTING AND APPROPRIATION DATA

2010 - - -5326 - -252Z - -SZC - - - - -

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$ 65,083.00

- 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES
 TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ Negotiated Agreement _____ OFFER
 DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH
HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Mary P. Kidd

30b. NAME AND TITLE OF SIGNER (Type or print)

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)

Mary P. Kidd

31c. DATE SIGNED

05/11/2010

Line Item Summary	Document Number P5326100027	Title Dispatch Services Gulf Islands NS	Page 3 of 9
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Total Funding: \$65,063.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
2010		5326		252Z		SZC					
Division	Closed FYs		Cancelled Fund								

Line Item Number	Description	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
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0001	Communications Center Dispstch Services for Gulf Islands National Seashore, Florida District.	09/30/2010 (10/01/2009 to 09/30/2010)	1.00	job	\$65,063.000	\$ 65,063.00
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SERVICES, NON-PERSONAL: The Gulf Breeze Police Department shall provide communications support for law enforcement and emergency services (fire, rescue, medical, etc.) operations within the boundaries--or otherwise involving the staff of--Gulf Islands National Seashore in accordance with the attached contract documents.

ATTACHMENT:
Performance Work Statement, 2-pages

Ref Req No: R5326100027

Funding Information:

2010 - - - 5326 - - 252Z - - SZC - - - - -
\$65,063.00

Total Cost: \$65,063.00

The negotiated fee remains unchanged from last year and is deemed fair and reasonable base upon historical acquisiton data.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas Lambert, Assistant Director of Public Services 

DATE: May 17, 2010

RE: Engineering Fee for Natural Gas Pipeline
FEMA Alternative Project

The City Council chose the natural gas pipeline to Pensacola Beach as one of its FEMA alternative projects. Staff recommends proceeding with the project since it will produce income for the City and the window for construction is limited to the off-season.

The City conducted the selection process in February of 2009 to select the consultant for the project. The consultant, on behalf of the City, has already applied for and received an easement and lease for the submerged crossing from the State, under a previous task order approved by the City Council.

The next phase is to complete the design and bid the project so that construction may take place starting in October. The consultant has submitted a fee of \$171,898 which includes the design, bidding, contract administration, special geotechnical services, surveying, permitting and start-up services. The submerged crossing of the sound requires specialized geotechnical and surveying services, which account for \$37,940 of the total fee. The proposal does not include periodic inspection, but Staff believes that the City can provide most of this service with its three Certified Infrastructure Inspectors already on staff. The proposal also excludes any work for dry land easements, but only some surveying should be needed for those.

RECOMMENDATION: The City Council approve the consulting fee of \$171,898 proposed by Baskerville – Donovan, Inc. for services related to the Natural Gas Pipeline to Pensacola Beach.

Fund Distribution	Fund 402
Payment Amount	-\$171,898.00
FEMA/State Reimbursement	\$167,600.55
City Portion	-\$4,297.45
FEMA Project Accounting	
FEMA Project Amount	\$2,083,000.00
Engineering Fee	-\$171,898.00
Construction Cost	
Misc Costs	
Project Remainder	\$1,911,102.00

SCOPE OF WORK

PENSACOLA BEACH NATURAL GAS PIPELINE CITY OF GULF BREEZE, FLORIDA

GENERAL

The City desires to increase the capacity of their natural gas system by expanding natural gas service to Pensacola Beach. New development on the beach could benefit from the availability of natural gas in lieu of installing propane tanks. Based upon projected connections from the area, a metering and regulating system and a six inch pipeline would meet the build-out demands of the beach area. A connection will be made at an existing stub-out on the six inch natural gas pipeline in the median of US Highway 98. The six inch pipeline will be installed south on Pensacola Beach Road where the metering and regulating system will be installed within the right-of-way near the entrance to Bahama Bay Club. The six inch pipeline will continue south, including a 4,350 foot directional drill under Santa Rosa Sound, to Pensacola Beach. The pipeline will be installed in the core area of Via DeLuna Drive and Fort Pickens Road.

Transmission main elements include isolation valves, metering, and pressure regulator located in critical points along the alignment. Construction is expected to include direct bury, directional drill and jack and bore installation techniques along the pipeline route.

BACKGROUND

The City of Gulf Breeze requires engineering services to design, prepare design documents for bidding and to oversee the construction for the installation of a new natural gas pipeline which will service the core area of Pensacola Beach. It is expected that the natural gas pipeline system will be a low pressure system. It is desired that the proposed natural gas pipeline include features consistent with installation of said natural gas pipeline in accordance with Federal, State, and local installation standards.

The project involves the installation of approximately 15,790 LF of six-inch pipeline along Pensacola Beach Road on Santa Rosa Island, east on Via De Luna to Avenida 10, west on Fort Pickens Road to The Dunes and along Pensacola Beach Road heading south from US Highway 98 to the north end of the Bob Sykes Bridge, including a pressure regulation and metering assembly. Crossing of Santa Rosa Sound will include a directional drill within a thirty foot wide easement obtained from the State of Florida by issuance of a Submerged Land Easement. The directional drill will be approximately 4,350 LF and go as deep as twenty feet below the navigation channel. The Engineer's Opinion of Probable Construction Costs is approximately \$1,736,000.

It will be necessary for the City of Gulf Breeze to obtain a utility easement across the first parcel where the directional drill crosses the shoreline on the south side of Bob Sykes Bridge. Work

04/19/10

associated with this easement acquisition is not included in the fee proposal.

Section I. PRELIMINARY DESIGN SERVICES

Task 1 – Metering and Pressure Regulating Station

BDI will meet with the City to visit the site(s), review existing pipeline locations and evaluate proposed locations for the metering and pressure regulating station. BDI will inquire whether any changes impacting the overall design and performance criteria have occurred since the completion of the preliminary layout for permitting. This meeting will identify concerns and confirm project intent and document project specifics prior to proceeding with the design.

Deliverables: Three (3) copies of the design basis statement memorandum.

Task 2 – Transmission Main Preliminary Design Services

BDI will meet with City of Gulf Breeze, Escambia County and Santa Rosa Island Authority staff (if necessary) to establish pipeline alignment targeted at minimizing utility conflicts and improving ease of construction. Requirements for pavement crossing will be confirmed during this meeting as well to determine if bored crossings will be required or open cut method allowed for roadway surfaces to be crossed.

Utilizing a geotechnical subconsultant, BDI will obtain soil-boring information at selected locations along the directional drill alignment to determine the ideal depth of the bore path below the bottom of Santa Rosa Sound. The directional drill must be at a minimum depth of 20 feet under the navigation channel of Santa Rosa Sound.

Deliverables: Three (3) copies of the recommended alignment findings memorandum.

Task 3 – Survey of Pipeline Route

BDI will perform a detailed survey of the proposed pipeline route to define the proposed pipeline corridor as well as to ascertain horizontal location data for buried and aboveground structures and existing utilities. Buried structures will be located based upon markings provided by location service (No-Cuts/Sunshine One Call) and other local utilities. This effort will assist BDI in determining the feasibility of options for the pipeline route and is required for the detailed design of the selected route.

Task 4 – Metering and Pressure Regulating Data Collection

Anticipated field data collection needs include survey services for the metering and pressure regulating station location. These services are to determine the exact location and to ensure that there is no encroachment on private property.

Deliverables: Three (3) copies each of the recommended location findings memorandum.

Section II. FINAL DESIGN SERVICES

BDI will provide construction plans, and specifications for the construction of a natural gas pipeline and metering and pressure regulating station along the previously described route. Construction drawings shall include the following at a minimum:

1. Cover sheet
2. General notes
3. Site survey
4. Site plan Location
5. Site plan Civil
6. Transmission main alignment – Pensacola Beach (8 double strip plan sheets @ 1":40' scale)
7. Transmission main details (2 sheets)
8. Transmission main directional drill (4 plan and profile sheets @ 1":40' scale)

Note: Sheet counts may vary depending upon final pipeline route selected.

Two sets each of construction documents reflecting 60% and 90% completion levels will be provided for review by representatives of the City of Gulf Breeze. BDI will meet with representatives of the City of Gulf Breeze to review 60% and 90% submittal comments.

Deliverables: Three (3) sets each of the 60% and 90% completion level construction documents. Submittals for the 60% and 90% completion levels will include technical and all specifications sections respectively.

Section III. PERMITTING/REGULATORY APPROVALS

BDI shall assist the City of Gulf Breeze in acquiring approvals from the Public Service Commission for the construction of this project including preparation of the following:

- 1) BDI shall submit to the City the plans and specifications released for permitting.
- 2) The City shall complete the Public Service Commission application form and submit all documentation to the Public Service Commission for review and approval.

Deliverables: Two (2) copies each of the necessary plans and specifications to accompany the application submittal to the Public Service Commission. It is anticipated that one (1) set of these documents will be forwarded to the applicable jurisdictional agency for review. One (1) copy shall be retained by the City.

Permits by Contractor:

Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

Section IV. SUBCONSULTANTS

Subconsultant's are planned for the geotechnical exploration and recommendations necessary for the design of the directional drill profile. Anticipated fees for these services are \$21,940. In the event drilling operations are interrupted by the client, artesian water conditions are encountered while drilling, or inclement weather, the cost to move the barge, set-up, and re-drill will be at the rate of \$300/hr. Delays in the field caused by others will be billed at the rate of \$175/hr.

Section V. CONSTRUCTION CONTRACT ADVERTISEMENT AND AWARD

Task 1 – Bidding Services

BDI shall assist the City of Gulf Breeze in soliciting and evaluating bids received for the construction of the Pensacola Beach Natural Gas Pipeline.

- 1) BDI will prepare and issue an Invitation to Bid to selected bidders in the area known to specialize in the type of construction involved as well as local plan rooms (i.e. McGraw Hill Dodge; Construction Datafax, etc.).
- 2) Complete and compile for distribution plans and specifications from final design efforts in Section II.
- 3) Conduct and attend one (1) pre-bid conference for this project.
- 4) Review questions and comments posed by contractors and develop appropriate responses.
- 5) Attend and conduct (if desired) the bid opening meeting for this project.
- 6) Tabulate and provide a certified copy of the bid results.
- 7) Check bidder compliance with the intent of the bid documents.
- 8) Contact the State Bureau of Professional Regulation to verify contractor's licensure status and whether any disciplinary actions were pending from the department against the bidders.
- 9) Assist City Staff in the recommendation of the most appropriate bid.
- 10) Prepare Notice of Award for City based upon bid package review.

Deliverables: Three (3) copies of the Invitation to Bid and three (3) copies of the certified bid tabulation.

Section VI. ENGINEERING SERVICE DURING CONSTRUCTION

BDI proposes to provide engineering services during construction and limited on-site observation services to the City of Gulf Breeze for construction of the proposed improvements. All communication and correspondence regarding the project will be directed from BDI to the appropriate individuals (i.e. regulatory agencies and consultants) with copies to the City of Gulf Breeze. The contractor shall be responsible for and have control over means, methods, techniques, procedures, safety precautions and programs associated with the construction work. It shall be the Owners responsibility to provide daily project observations.

Task 1 - Contract Administration

- 1) BDI will administer the project. The duration shall not exceed eight (8) months.
- 2) BDI will conform the contract documents relative to the awarded bid amounts and any addenda issued prior to receipt of bids. Three (3) copies of the complete contract documents (specifications and half-size drawings) shall be prepared and provided to the selected contractor for signature. After execution, these contract documents will be distributed by providing an executed copy to the City, contractor and BDI.
- 3) BDI will schedule and conduct a preconstruction conference to review contract specifics and general procedures.
- 4) BDI will notify the affected utilities in advance of the preconstruction conference to allow them the opportunity to have representation present.
- 5) BDI will review the contractor's prepared schedule of values for each phase.
- 6) BDI will review and process monthly periodic pay requests including review and recommendations regarding progress payments by the City.
- 7) BDI will track, review and process drawing submittals for the components of the work. Reviews for multiple substitutions beyond one for equipment specified shall be the basis for additional compensation by the City of Gulf Breeze **OR CONTRACTOR** 
- 8) Review and respond to requests for information (RFI), conflicts, clarifications, and claims that are submitted by the contractor, and prepare change orders. Review requests for substitutions that are submitted by the contractor and provide redesign and revisions of the Contract Documents as necessary. Revisions or redesign attributable to the work products of BDI shall be addressed at the expense of BDI. All services required for redesigns initiated at the request of the City of Gulf Breeze will be invoiced based on hourly rates for labor and expense in effect at the time the service was provided.
- 9) BDI will perform one substantial completion site visit to review completed work and develop a "punch list" for completion items.

04/19/10

- 10) BDI will perform up to two final completion site visits to confirm "punch list" item completion.
- 11) BDI will request and compile release of liens from subcontractors and suppliers and provide copies to the owner along with final release of liens by the project contractor.
- 12) BDI will recommend final payment for contractor upon verification of satisfaction of outstanding liens and publication of project completion if required.

Deliverables: BDI will retain one copy of all shop drawing submittals that were reviewed and deliver two copies to the City of Gulf Breeze.

Task 2 - Joint Monthly Project Meetings and Site Visits

- 1) A BDI team member directly involved with the pipeline work will attend up to eight (8) monthly progress meetings.
- 2) A BDI team member directly involved with the management of BDI's work will attend up to eight (8) monthly progress meetings.

Task 3 - Substantial Completion Inspection

- 1) A technically qualified BDI representative associated with the pipeline work will provide one (1) final inspection site visits.
- 2) A BDI team member directly involved with the management of BDI's work will provide one (1) final inspection site visits.

Task 4 - Record Drawings

- 1) BDI will require record drawings from the contractor in digital form. BDI will review these drawings for completeness, perform up to 10 random cross-check field observations and integrate them into an overall record set of completion drawings.

Deliverables: Two (2) sets of full size record drawings and a complete digital file in AutoCAD format on compact disc.

Section VII. OWNER'S RESPONSIBILITY

- 1) Review and comment on the plans and specifications, 60 and 90 percent design submittals.
- 2) Allow the engineer access and provide record information as needed to assist in the design and evaluation process.
- 3) Pay all application review fees.

FEE DEVELOPMENT

PENSACOLA BEACH NATURAL GAS PIPELINE CITY OF GULF BREEZE, FLORIDA

GENERAL

The City desires to increase the capacity of their natural gas system by expanding natural gas service to Pensacola Beach. In the Professional Services Agreement, professional services with a defined scope of work may be authorized by the City in writing, which authorization may provide for a specified lump sum fee utilizing the current Rural Development Fee Curve. The fee shall be paid as provided in the written authorization. The City will reimburse Engineers for all reasonable out-of-pocket costs and expenses for copying, postage, travel, lodging, reprographics, transportation, telephone, and courier services actually incurred by Engineers in connection with the professional services rendered to the City pursuant to this Agreement. Lump sum fees and an estimate of direct expenses must be approved in writing prior to commencement of work. Any changes in the scope of services or additional services that may be required must be first authorized in writing and, if necessary, such authorizations shall modify the fees and expenses to be paid by the City to Engineers.

FEE BREAKDOWN

Rural Development Engineering fees are allocated to design, bidding and award of contract, contract administration, and project closeout. These fees do not include additional engineering services such as geotechnical explorations, permitting, surveying and direct costs. Using Table II of the Rural Development Fee Curve and an estimated construction cost of \$1,736,000 the fee for design, bidding and award of contract, contract administration and project closeout is 6.91 percent. The design fees and additional service allowances are as follows:

	Percent of Fee	Total
Design	70%	\$ 83,970
Bidding and Award of Contract	10%	\$ 11,996
Contract Administration	15%	\$ 17,994
Project Closeout	5%	\$ 5,998
Sub-Total Design		\$119,958

04/19/10

Additional Services:

Permitting (Hourly not to exceed)	\$ 5,000
Geotechnical Investigations	\$ 21,940
Surveying (Hourly not to exceed)	\$ 16,000
Direct Expenses (Actual cost not to exceed)	\$ 4,000
<u>Startup Services at project completion</u>	<u>\$ 5,000</u>
Sub-Total Additional Services	\$ 51,940
Total Project Fee Not to Exceed	\$171,898

Gulf Breeze Natural Gas
 Transmission Main from Hwy 98 to Pensacola Beach
 Conceptual Cost Estimate
 20401.01
 2/11/2008



Description	Qty	UM	Unit Cost	Extended Cost
6" Connection to Existing Tap	1	EA	\$ 1,000	\$ 1,000
Master Station (Meter, Regulator, Relief Valve) w/ traffic protection	1	EA	\$ 70,000	\$ 70,000
6" MDPE 2406 Yellow Gas Main	18145	LF	\$ 30	\$ 544,350
Directional Drill Installation (Land)	2355	LF	\$ 54	\$ 127,170
Directional Drill Installation (Subaqueous)	4350	LF	\$ 135	\$ 587,250
Open Cut Installation	11440	LF	\$ 30	\$ 343,200
Anti-Buoyancy Ballast	1	LS	\$ 12,000	\$ 12,000
6" Cutoff Valve	3	EA	\$ 850	\$ 2,550
6" Cap	3	EA	\$ 300	\$ 900
Service Taps (tee, meter w/ box, valve, cap)	13	EA	\$ 1,000	\$ 13,000
Mobilization, Insurance, Bonds (not to exceed 2% of above)				\$ 34,100
			Subtotal	\$ 1,736,000
			Contingency (10%)	\$ 174,000
			Engineering Fees (6.91%)	\$ 119,958
			Surveying	\$ 16,000
			Geotechnical	\$ 21,940
			Start-up Services	\$ 5,000
			PSC Coordination and Permit	\$ 5,000
			Direct Expenses	\$ 4,000
			Total	\$ 2,081,898

NOTE:

Service Taps are for anticipated customers and do not include actual service connection



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas Lambert, Assistant Director of Public Services 

DATE: May 24, 2010

RE: Ground Penetrating Radar Bid
FEMA Alternative Project No. 15

The City advertised for two ground penetrating radar units as part of the FEMA alternative projects. The bid was advertised on May 6th and May 13th and received on May 20, 2010. The two bids received are listed below:

Supplier	Manufacturer	Price (for two)
Ditch Witch of Alabama	Ditch Witch	\$39,000
HD Waterworks	Noggin	\$40,670

This radar unit is a very specialized piece of equipment; therefore a limited number of bids were received. Additionally, there are no Federal or State contracts for these units to use as comparisons to our bids. However, the bids came in lower than sales quotes received over the last two years, and staff believes this to be a fair price.

RECOMMENDATION: The City Council approve the purchase of two (2) ground penetrating radar units for \$39,000.00 from Ditch Witch of Alabama and authorize staff to seek reimbursement.

Fund Distribution	Fund 401	Fund 402	Fund 403
Payment Amount	-\$39,000.00		
FEMA/State Reimbursement	\$38,025.00		
City Portion	-\$975.00		
Reimbursement to/from Other Funds	+\$650.00	-\$325.00	-\$325.00
Final City Cost by Fund	-\$325.00	-\$325.00	-\$325.00
FEMA Project Accounting			
FEMA Project Amount	\$60,000.00		
Remainder to Other Projects	\$21,000.00		

Sealed bids for **Two Ground Penetrating Radar** will be received at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL 32561 until 10 A.M., Local Time on May 20, 2010. Bids submitted after said time will not be accepted.

The City of Gulf Breeze is requesting prices for ground penetrating radar (GPR) units. The minimum required features of GPR unit are as follows:

- Microsoft Windows compatible
- Multiple frequencies (250 and 700mHz)
- Removable laptop/color screen
- No less than a 5 mph maximum survey speed (based on 2in sample interval)
- Minimum 10hr battery life
- Detection depth range from 1ft to 15ft
- Detect metallic pipe, nonmetallic pipe and cables
- Collapsible push cart with two or four wheels.
- New and unused
- Printable mapping
- 1yr full warranty

The price given below shall include all costs delivered and assembled to Gulf Breeze City Hall. The price shall be honored for 60 days from submittal.

Company:	<u>DITCH WITCH OF ALABAMA</u>
Attn:	<u>CHARLES PORTELLA</u>
Address	<u>5685 LARUE STEINER RD</u>
	<u>THEODORE, AL 36582</u>
City, State, Zip	
Phone/Fax	<u>251/653-0992</u>
	<u>251/653-0995 FAX</u>
Email	<u>charlie@ditchwitchmobile.com</u>
Price per Each/Total Price for Two (2)	<u>\$19,500 EACH / \$39,000.00 FOR TWO</u>
Additional Warranty	<u>1 YEAR WARRANTY INCLUDED IN PRICE</u>
Signature	<u>Charles Portella</u>

Please attach specification sheet to this bid sheet. There is no limit to the number of submittals per vendor, but each model should be submitted separately. Proposals will be evaluated based on price and ability to meet or exceed minimum specifications. Standard evaluation clause applies to this bid and can be read at www.cityofgulfbreeze.com/RFP.htm.

Sealed bids for Two Ground Penetrating Radar will be received at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, FL 32561 until 10 A.M., Local Time on May 20, 2010. Bids submitted after said time will not be accepted.

The City of Gulf Breeze is requesting prices for ground penetrating radar (GPR) units. The minimum required features of GPR unit are as follows:

- Microsoft Windows compatible
- Multiple frequencies (250 and 700mHz)
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- No less than a 5 mph maximum survey speed (based on 2in sample interval)
- Minimum 10hr battery life
- Detection depth range from 1ft to 15ft
- Detect metallic pipe, nonmetallic pipe and cables
- Collapsible push cart with two or four wheels.
- New and unused
- Printable mapping
- 1yr full warranty

The price given below shall include all costs delivered and assembled to Gulf Breeze City Hall. The price shall be honored for 60 days from submittal.

Company:

HD SUPPLY WATERWORKS

Attn:

JOHN WOOD

Address

8787 PAUL STARR DR.

City, State, Zip

PENSACOLA, FL. 32514

Phone/Fax

850-393-9155 / 850-478-4323

Email

john.wood3@hdsupply.com

Price per Each/Total Price for Two (2)

PLEASE SEE ATTACHED QUOTE

Additional Warranty

MEET SPECIFICATIONS

Signature

John Wood

Please attach specification sheet to this bid sheet. There is no limit to the number of submittals per vendor, but each model should be submitted separately. Proposals will be evaluated based on price and ability to meet or exceed minimum specifications. Standard evaluation clause applies to this bid and can be read at www.cityofgulfbreeze.com/RFP.htm.



Sensors & Software

Quotation

Sensors & Software Inc.
1040 Stacey Court
Mississauga, On L4W 2X8 Canada

Tel: 905-624-8909
Fax: 905-624-9365

Email: sales@sensoft.ca
Website: www.sensoft.ca

To:
City of Gulfbreeze
1070 Shoreline Dr.
Gulfbreeze, FL, 32582
United States of America

Account Number: 11098
Quotation#: 160851
April 21, 2009

Attention: Mr. Lambert
Your Reference: GPR RFP, May 20,10

Phone: 850-934-5100
Fax: 850-934-5114

Item Code#	Description	Quantity	Unit Price	Price
1. 100-10-0022	Noggin 250 SmartCart Configuration	2.00	18,490.00	36,980.00
	Consists of:			
100-24-0037	Digital Video Logger III	1.00		
100-25-0012	Noggin 250 Unit	1.00		
100-53-0020	SmartCart Swivel Mounting Posts (set of 4)	1.00		
100-53-0043	Enhanced DVL Keeper	1.00		
100-53-0044	Enhanced Noggin Keeper	1.00		
100-55-0015	SmartCart Power Source Charger	1.00		
100-55-0021	Grey SmartCart Power Source with Case	1.00		
100-54-0120	Noggin SmartCart w/ Odometer, Cables, no Bars	1.00		
100-53-0026	Noggin 250 Cart Separation Bar (each)	2.00		
100-11-0037	DVL Firmware - Smart Systems	1.00		
100-11-0051	CD#1 - General GPR - Password Protected	1.00		

Optional Items for 100-10-0022

2. 100-60-0040	Deluxe DVL Carrying Case	2.00	190.00	380.00
3. 100-55-0021	Grey SmartCart Power Source with Case	2.00	390.00	780.00
4. 100-55-0015	SmartCart Power Source Charger	2.00	260.00	520.00
5. 100-54-0084	Noggin 250 molded skid plate kit	2.00	430.00	860.00
6. 500-43-0001	Freight and brokerage fees	1.00	1,150.00	1,150.00

SubTotal: 40,670.00

Total USD: 40,670.00

Currency: All prices are in US dollars.

Shipping/Handling: Will be as per line items (if any) in this quotation/proforma invoice. See Special Conditions if there are unique requirements.

Insurance: Insurance for shipment is not applicable unless indicated as line item in this document.

Shipment Date: Expected shipping will be 2 weeks after receipt of payment in full.

Terms of Payment: Pre-payment in full for all items ordered must be received before shipment.

Taxes/Duties: Taxes and duties if presented in this document are estimates only. Sensors & Software Inc. is not responsible for changes or additional taxes or duties that may be applicable.

Validity: This quote is valid until July 30, 2010.

Down Payment: See terms of payment.

Special Conditions: Pricing for the Optional Items (shown with zero quantity) are listed for reference only and are not included in the Total Price.

Authorized By: Ron Lester
Sales

Prepared By: Mary Chong Foo
International Sales

General Terms and Conditions:

1. Unless noted otherwise in special conditions, all prices are quoted F.O.B Sensors & Software Inc., Mississauga, ON, Canada.
2. All correspondence and purchase orders must reference the quotation/pro forma invoice number on this document.
3. A warranty for parts and labour on all Sensors & Software Inc. manufactured equipment is in effect for one year from the date the goods are shipped from Sensors & Software Inc., except for consumables (such as batteries and fibre optic cables), normal wear and tear on equipment, and third party products, such as computers and printers for which the original manufacturer's warranty applies. Inspection and service are to be carried out at Sensors & Software Inc. factory only. Warranty does not include cost of shipment to and from Sensors & Software Inc., Mississauga, ON, Canada. Warranty is only valid in the country this quotation is addressed to. Warranty is not transferable unless authorized by Sensors & Software Inc.
4. Except as expressly set forth in this document, Sensors & Software Inc. disclaims any and all promises, warranties and representations, expressed, implied, statutory or otherwise, with respect to the products quoted, and specifically disclaims any warranty of merchantability, fitness for a particular purpose (irrespective of any previous course of dealings between the parties or usage of trade) or non-infringement with respect to the products quoted.
5. All sales require 100% payment prior to shipping. Credit terms are not normally extended and exceptions require submission of financial integrity information satisfactory to our accounting department. In the case of credit card sales, shipment will be held until payment has been fully transacted by the credit card and banking channels.
6. For interbank transactions, Sensors & Software Inc. deals with:

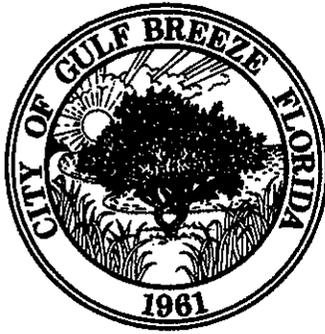
Toronto Dominion Bank, Mississauga Centre
20 Milverton Drive and Hwy. #10
Mississauga, ON, L5R 3G2, CANADA
TEL:905-890-4152
SWIFT: TDOMCATT TOR

Please use ACCOUNT #7305019 TRANSIT # 12752 BRANCH #0646
Branch Address: 20 Milverton Drive and Hwy. #10, Mississauga, Ontario, L5R 3G2

7. Please forward letter of credit through:

The Toronto Dominion Bank
International Centre Toronto
5th Floor, T.D. Bank Tower
55 King Street West and Bay Street
Toronto, ON, M5K 1A2, CANADA
SWIFT:TDOMCATT TOR
TELEX: 065-24267

8. All transactions related to this quotation/pro forma invoice shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario and shall be treated, in all respects as an Ontario contract. Each Party to this transaction irrevocably attorns to and submits to the jurisdiction of the Courts of Ontario with respect to any matter arising under or relating to this agreement.
-



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Thomas Lambert, Assistant Director of Public Services 

DATE: May 17, 2010

RE: Vactor Sewer Truck
FEMA Alternative Project No. 8

As part of the FEMA Alternative Projects, the City Council chose paying off the loan for the Vactor sewer truck. The final payment for the truck is \$120,246.93 if paid off by July 1, 2010. In order to qualify for reimbursement, the current value of the truck must be greater than the final payment of the loan. According to the current available and the recent sale of used Vactor trucks similar to the City's truck, the minimum value of the City's truck is \$165,000. The condition of our truck probably places it close to \$200,000 for re-sale value.

This final payment will eliminate a \$62,094 yearly payment for this year and next year. The final payment also saves the City more than \$7,800 in interest.

The approved amount for this FEMA alternative project is \$185,000. The remaining unused funds of \$64,753.07 will be used by other projects with over-runs or additional equipment, as determined by the City Council.

RECOMMENDATION: The City Council authorize staff to make the final payment of \$120,246.93 to BancorpSouth for the Vactor sewer truck, as well as seek reimbursement from FEMA.

Fund Distribution	Fund 401	Fund 403	Fund 407
Payment Amount		-\$120,246.93	
FEMA/State Reimbursement		\$117,240.76	
City Portion		-\$3,006.17	
Reimbursement to/from Other Funds	-\$1,002.05	+\$2,004.10	-\$1002.05
Final City Cost by Fund	-\$1002.05	-\$1002.07	-\$1002.05
FEMA Project Accounting			
FEMA Project Amount	\$185,000.00		
Remainder to Other Projects	\$64,573.07		

PAYOFF STATEMENT

TO: City of Gulf Breeze, FL

The payoff amount for Lease Number 70485.01 is \$120,246.93 and is good until 7/1/10. The payoff amount must be received before 2:00 p.m. on the payoff date. If not received by this date and time the payoff will change. This payoff statement is conditioned on the following: (1) If any payment becomes delinquent or the lease goes into default before the payoff is received we reserve the right to add late fee charges and the cost and expenses of collection, including attorney's fees or to refuse the payoff. (2) If we make any additional advance on the subject lease for any reason, including advances made to pay taxes and insurance, the payoff amount will increase accordingly. (3) If the payoff amount reflects a credit which is erroneous and which is subsequently rejected, dishonored and for any reason not paid by the institution against which the credit is drawn, the payoff amount will increase accordingly. (4) The payoff amount is subject to final verification by us, including, but not limited to Lease Number, Schedule Number, date and amount.

The furnishing of this Payoff Statement does not constitute our consent, express or implied, to the sale, transfer, auction or other disposition of any equipment which is the subject of the above Lease Number and Schedule Number. Instead, such consent, if any, must be obtained from us separately and in writing.

BancorpSouth Equipment Finance
A Division of BancorpSouth Bank

BY: Misty L. Sinclair
Date: May 7, 2010

MUNICIPAL FUNDING INSTRUCTIONS:

Please remit all payments and payoffs to:
BancorpSouth Equipment Finance
302 Second Ave
Po Box 15097
Hattiesburg, MS 39404

Wiring Instructions for Payoffs:
BancorpSouth Equipment Finance
ABA#: 065300486
Acct#: 52681590
Please reference customer name & acct #

SANSOM EQUIPMENT COMPANY



May 12, 2010

Thomas Lambert
South Santa Rosa Utilities
1070 Shoreline Drive
Gulf Breeze, FL 32562

RE: Value of Vactor Sewer Combination Truck

Dear Thomas:

Having checked with multiple dealers and also the last few sales of Vactor Sewer Trucks, I estimate the value of your Vactor PD Combination Sewer Truck to be between \$165,000.00 - \$175,000.00. This value is based on its operational ability along with all the options on this machine.

If you have any questions feel free to call or email me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Stringer', is written over a horizontal line. The signature is fluid and cursive, with a large loop at the end.

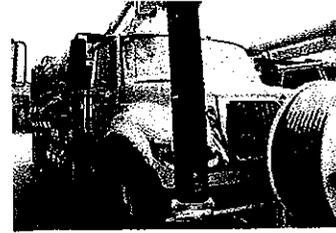
Josh Stringer
Sales Representative
Sansom Equipment Company

675 ZEIGLER CIRCLE EAST
MOBILE, AL 36608
PH: 251-631-3766 FAX: 251-631-3768 CELL: 205-401-4040
EMAIL: joshstringer@secequip.com

Jack Doheny Companies



*"World's Largest Distributor of Sewer Cleaning,
Air Handling and Street Sweeping Equipment"*



To: City of Gulf Breeze

Date: 05/06/10

Attn: John Trypus

Phone: 850-791-1757

Email: jtrypus@ci.gulf-breeze.fl.us

We are pleased to provide you with a proposal for the following equipment:

One (1) Vactor 2115-824-18 combination sewer vacuum and high pressure jet rodder, **EQ# 2633**, having positive displacement (PD) blower and 15 cubic yard debris hopper capacity mounted on a 2007 International 7600 chassis, equipped with the following:

Hopper

Cylindrical, Exten Steel Debris Body
Double Acting Hydraulic Dump Hoist
Full Opening Rear Door

Body Accessories

Domed Rear Door With Manual Rear Door Locks
Body Drain Pipe: 6" With 10' Drain Hose
Pump-Off Port Installation Only
Debris Body Vacuum Relief System, Located In Inlet Of Vacuum System

Water Tank Accessories

2" Y-Strainer With 25' Fill Hose
Aluminum Water Tanks
Liquid Float Level Indicator

Vacuum System Accessories

Air Shift Controls

Boom Accessories

Electronic-Over-Hydraulic, 4-Way Power Boom
8 Ft. Hydraulic Telescopic Boom With 180 Degree Rotation
Remote Push Button Pendant Control

High Pressure Water Pump

60 Gpm / 2000 Psi Water System
3" Y-Strainer @ Water Pump
3" Drain Valve @ Water Pump
Multi-Flow System With Nozzle Storage Rack
Mid-Ship Handgun Coupler

Hose Reel Accessories

400 Ft. X 1 In. Aeroquip Sewer Hose / 2500 Psi "
Manual Hose Level Wind Guide -Dual Roller
Hose Footage Counter
Handgun With 1/2" X 35' Hose, Mid-ship Connection
Telescoping Non-Rotating Hose Reel
Nozzle Storage Rack For Multi-Flow System
Rodder Pump Drain Valves (2)

Front Station And Controls

Tachometer - Chassis For P.D. Units

Light Accessories

Sealed Electrical System - Color Coded

Chassis Accessories

(2) Tow Hooks: Front
(2) Tow Hooks: Rear
24 X 18 X 18 Aluminum Lockable Toolbox
Mud Flaps

Paint

Module - Dupont (Wet-On-Wet)

BODY COLOR: White

CAB COLOR: White

Spare Parts And Accessories

(1) 1 In. - 15 Degree Sand Nozzle
(1) 1 In. - 30 Degree Penetrator Nozzle
10 Ft. x 1 In. Leader Hose
(1) Nozzle Pipe For #10 Nozzle
Basic Pipe Package:
 (1) 8 In. X 3' Aluminum Pipe
 (2) 8 In. X 5' Aluminum Pipe
 (1) 8 In. X 6'6 In. Catch Basin Tube
 (4) 8 In. Quick Clamps
(1) 8 In. Adjustable Air Adapter
(1) Flexible Hose Guide
(1) Catch Basin Handle Assembly
(1) Hydrant Wrench
(1) Emergency Flare Kit
(1) 5# Fire Extinguisher
Special Quotations And Notes

Chassis

2007 International
Mounting And Delivery
Operator Safety Training And Maintenance Training

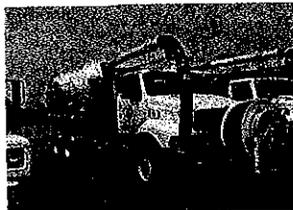
Note: Price includes FET but does not include any applicable taxes or license fees.

PRICE

\$250,000.00

Jack Doheny Companies

*"World's Largest Distributor of Sewer Cleaning,
Air Handling and Street Sweeping Equipment"*



To; City of Gulf Breeze

Date: 05/06/10

Attn: John Trypus
Email: jtrypus@ci.gulf-breeze.fl.us

Phone: 850-791-1757

We are pleased to provide you with a proposal for the following equipment:

One (1) VACTOR Model 2115-824-RCS-18, EQ# 2318, combination sewer vacuum & high pressure jet rodder having positive displacement (PD) blower and 15 cubic yard debris hopper capacity, equipped with the following:

Hopper

15 Cubic Yard Hopper
Cylindrical, Exten Steel Debris Body
Double Acting Hydraulic Dump Hoist

Body Accessories

Flat Rear Door With Hydraulic Locks And Open/Close
Stainless Steel Ball Float Shut-Off
Body Drain Pipe: 6" With 10' Drain Hose
Pump-Off System Installed
Centrifugal Separator (Cyclone)
Folding Pipe Rack - Curbside
Stainless Steel Micro-Strainer
Splash Shield - Rear Door
Lube Manifold
Debris Body Vacuum Relief System, Located In Inlet Of Vacuum System
Debris Body Wash
Deflector Plate In Debris Body

Water Tank Accessories

Low-Water-Warning Light
Air Purge System Utilizing Chassis Air System
3" Y-Strainer In Lieu Of 2" At Water Tank Fill
1300 Gallon Water Capacity (- Standard On 15 Yd Units)
1500 Gallon Water Capacity ILO 1300 Gallon
Aluminum Water Tanks

Vacuum System Accessories

Positive Displacement Blower System
Roots 824-RCS/18" Blower 3500 CFM
Hot Shift Blower Drive System

Boom Accessories

Electronic-Over-Hydraulic, 4-Way Power Boom
8 Ft. Hydraulic Telescopic Boom With 180 Degree Rotation
Remote Push Button Pendant Control
Joystick Control For Boom Function At Front

High Pressure Water Pump

Variable Pressure, Hydraulically Driven, Double Acting, Single Piston
80 Gpm / 2500 Psi Water System
12 Gpm Cold Weather Recirculation System
Accumulator System For Water System
3" Y-Strainer At Water Pump With 3" Drain Valve
Multi-Flow System With Nozzle Storage Rack
Catch Basin Cleaning Water System: 20 Gpm At 600 Psi
Mid-Ship Handgun Coupler

Hose Reel Accessories

600' X 1" Sewer Hose/2500 Psi
Automatic Hose Level Wind Guide
Hose Footage Counter
Handgun With 1/2" X 35' Hose, Mid-ship Connection
Telescoping Rotating Hose Reel
Hydraulic Shut-Off Valves At Suction, Return And Filter Line (3)
Nozzle Storage Rack For Multi-Flow System
Rodder Pump Drain Valves (2)

Front Station And Controls

Tachometer - Chassis For P.D. Units

Light Accessories

Sealed Electrical System
Hand Light With Bumper Plug
Work Light At Operator Station
Work Lights (2) On Boom
Additional Connector For Hand Light
Arrow Board
Strobe Lights

Chassis Accessories

Additional Vactor Manual
(2) Tow Hooks: Front
(2) Tow Hooks: Rear
24 X 18 X 18 Aluminum Toolbox
Mud Flaps
Safety Cone Storage Rack

Paint

Module - Dupont
BODY COLOR: White
CAB COLOR: White

Spare Parts And Accessories

(1) 1 In. - 15 Degree Sand Nozzle
(1) 1 In. - 30 Degree Penetrator Nozzle
10 Ft. x 1 In. Leader Hose
(1) Nozzle Pipe For Standard 1 In. Nozzle

Basic Pipe Package:

- (1) 8 In. X 3' Aluminum Pipe
- (2) 8 In. X 5' Aluminum Pipe
- (1) 8 In. X 6'6 In. Catch Basin Tube
- (4) 8 In. Quick Clamps
- (1) 8 In. Adjustable Air Adapter
- (1) 8 In. X 7.5' Aluminum Pipe Assembly
- (1) Flexible Hose Guide
- (1) Catch Basin Handle Assembly
- (1) Hydrant Wrench
- (1) Emergency Flare Kit
- (1) 5# Fire Extinguisher

Chassis

2007 Sterling LT8513, 6x4 238"WB, 174"CA, Cat C-9, 350HP / Allison
3000-RDS, 60,000 GVW

Note: Price does not include any applicable taxes.

PRICE: \$ 250,000.00

Thank you for your consideration of this price proposal.

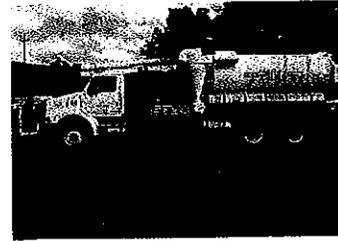
Sincerely yours,

Tom Doheny

Tom Doheny
847-526-5671
tom@dohenys.com

Jack Doheny Companies

*"World's Largest Distributor of Sewer Cleaning,
Air Handling and Street Sweeping Equipment"*



To: **City of Gulf Breeze**

Date: **05/06/10**

Attn: **John Trypus**

Phone: **850-791-1757**

Email: **jtrypus@ci.gulf-breeze.fl.us**

We are pleased to provide you with a proposal for the following equipment:

One (1) VACTOR Model 2112-824-RCS-18, **EQ# 2019**, combination sewer vacuum & high pressure jet rodder having positive displacement (PD) blower and 12 cubic yard debris hopper mounted on a 2006 Sterling LT9513 chassis, equipped with the following:

Hopper

- 12 Cubic Yard Hopper
- Cylindrical, Exten Steel Debris Body
- Double Acting Hydraulic Dump Hoist
- Full Opening Rear Door
- High-Dumping Hopper (66" From Spill Plate To Ground)

Body Accessories

- Flat Rear Door With Hydraulic Locks And Open/Close
- Dual Stainless Steel Ball Float Shut-Off
- Body Drain Pipe: 6" Butterfly Valve At Rear Door
- Pump Off System
- Centrifugal Separator (Cyclone)
- Folding Pipe Rack - Curbside
- Folding Pipe Rack - Street Side
- Stainless Steel Micro-Strainer
- Splash Shield - Rear Door
- Lube Manifold
- Debris Body Vacuum Relief System, Located In Inlet Of Vacuum System
- Deflector Plate In Debris Body

Water Tank Accessories

- 3" Y-Strainer In Lieu Of 2" At Water Tank Fill
- 1300 Gallon Water Capacity
- Aluminum Water Tanks

Vacuum System Accessories

- Positive Displacement Blower System
- Roots 824-RCS/18" Blower 3500 CFM
- Hot Shift Blower Drive System (PD Only)

Boom Accessories

Electronic-Over-Hydraulic, 4-Way Power Boom
8 Ft. Hydraulic Telescopic Boom With 180 Degree Rotation
Remote Push Button Pendant Control
Joystick Control For Boom Function At Front

High Pressure Water Pump

Variable Pressure, Hydraulically Driven, Double Acting, Single Piston
80 Gpm / 2500 Psi Water System
12 Gpm Cold Weather Recirculation System
Accumulator System For Water System
3" Y-Strainer At Water Pump With 3" Drain Valve
Multi-Flow System With Nozzle Storage Rack
Catch Basin Cleaning Water System: 20 Gpm At 600 Psi
Mid-Ship Handgun Coupler

Hose Reel Accessories

600' X 1" Sewer Hose/2500 Psi
Automatic Hose Level Wind Guide
Hose Footage Counter
Handgun Hose Reel - Spring Retractable Reel With 50' Hose Assembly
Telescoping Rotating Hose Reel
Hydraulic Shut-Off Valves At Suction, Return And Filter Line (3)
Nozzle Storage Rack For Multi-Flow System
Rodder Pump Drain Valves (2)

Front Station And Controls

Tachometer - Chassis For P.D. Units

Light Accessories

Sealed Electrical System - Color Coded
Split Arrow Traffic Controller-Two Piece 10 Lights - Rear Only
Hand-Light-With Bumper Plug
Strobe Light Mounted Front Only-Cab Guard
Strobe Light Mounted Rear Only-Cab Guard
Work Light At Operator Station
Additional Connector For Hand Light

Chassis Accessories

Additional Vactor Manual
(2) Tow Hooks: Front
(2) Tow Hooks: Rear
24 X 18 X 18 Aluminum Lockable Toolbox
Mud Flaps

Paint

Module - Dupont

BODY COLOR: White

CAB COLOR: White

Spare Parts And Accessories

- (1) 1 In. - 15 Degree Sand Nozzle
- (1) 1 In. - 30 Degree Penetrator Nozzle
- 10 Ft. x 1 In. Leader Hose
- (1) Nozzle Pipe For #10 Nozzle

Basic Pipe Package:

- (1) 8 In. X 3' Aluminum Pipe
- (2) 8 In. X 5' Aluminum Pipe
- (1) 8 In. X 6'6 In. Catch Basin Tube
- (4) 8 In. Quick Clamps
- (1) 8 In. Adjustable Air Adapter
- (1) Flexible Hose Guide
- (1) Catch Basin Handle Assembly
- (1) Hydrant Wrench
- (1) Emergency Flare Kit
- (1) 5# Fire Extinguisher

Special Quotations And Notes

- Micro Strainer: Horizontal
- Splash Shield - Rear Door - HXX Style
- 6" Decant Rear Door
- 48x16x16 Tool Box

Chassis

Sterling LT9513 6x4, 258"WB, 194"CA, Cat -13, 410HP / FRO
 15210C, 10 Speed,
 60,000 GVW Hi-Dump

Note: Price includes FET but does not include any applicable taxes or license fees.

PRICE \$240,000.00

Thank you for your consideration of this price proposal.

Sincerely yours,

Tom Doheny

Tom Doheny
 847-526-5671
tom@dohenys.com

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers .

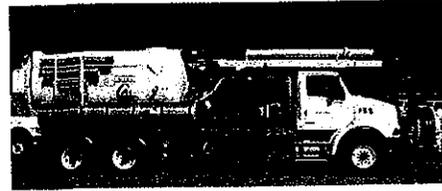
Customer: _____

By: _____

Date: _____

Jack Doheny Companies

*"World's Largest Distributor of Sewer Cleaning,
Air Handling and Street Sweeping Equipment"*



To: City of Gulf Breeze

Date: 05/06/10

Attn: John Trypus

Phone: 850-791-1757

Email: jtrypus@ci.gulf-breeze.fl.us

We are pleased to provide you with a proposal for the following equipment:

One (1) 2006 VACTOR Model 2112-824-RCS-18, EQ# 2017, combination sewer vacuum & high pressure jet rodder having positive displacement (PD) blower and 12 cubic yard debris hopper mounted on a 2006 Sterling LT9513 chassis equipped with the following:

Hopper

- 12 Cubic Yard Hopper
- Cylindrical, Exten Steel Debris Body
- Double Acting Hydraulic Dump Hoist
- Full Opening Rear Door
- High-Dumping Hopper (66" From Spill Plate To Ground)

Body Accessories

- Flat Rear Door With Hydraulic Locks And Open/Close
- Dual Stainless Steel Ball Float Shut-Off
- Body Drain Pipe: 6" Butterfly Valve At Rear Door
- Pump Off System
- Centrifugal Separator (Cyclone)
- Folding Pipe Rack - Curbside
- Folding Pipe Rack - Street Side
- Stainless Steel Micro-Strainer
- Splash Shield - Rear Door
- Lube Manifold
- Debris Body Vacuum Relief System, Located In Inlet Of Vacuum System
- Deflector Plate In Debris Body

Water Tank Accessories

- 3" Y-Strainer In Lieu Of 2" At Water Tank Fill
- 1300 Gallon Water Capacity
- Aluminum Water Tanks

Vacuum System Accessories

- Positive Displacement Blower System
- Roots 824/18 4400cfm
- Hot Shift Blower Drive System (PD Only)

Boom Accessories

Electronic-Over-Hydraulic, 4-Way Power Boom
8 Ft. Hydraulic Telescopic Boom With 180 Degree Rotation
Remote Push Button Pendant Control
Joystick Control For Boom Function At Front

High Pressure Water Pump

Variable Pressure, Hydraulically Driven, Double Acting, Single Piston
80 Gpm / 2500 Psi Water System
12 Gpm Cold Weather Recirculation System
Accumulator System For Water System
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Multi-Flow System With Nozzle Storage Rack
Catch Basin Cleaning Water System: 20 Gpm At 600 Psi
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Hose Footage Counter
Handgun Hose Reel - Spring Retractable Reel With 50' Hose Assembly

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Nozzle Storage Rack For Multi-Flow System
Rodder Pump Drain Valves (2)

Front Station And Controls

Tachometer - Chassis For P.D. Units

Light Accessories

Sealed Electrical System - Color Coded
Split Arrow Traffic Controller-Two Piece 10 Lights - Rear Only
Hand Light With Bumper Plug
Strobe Light Mounted Front Only-Cab Guard
Strobe Light Mounted Rear Only-Cab Guard
Work Light At Operator Station
Additional Connector For Hand Light

Chassis Accessories

Additional Vector Manual
(2) Tow Hooks: Front
(2) Tow Hooks: Rear
24 X 18 X 18 Aluminum Lockable Toolbox
Mud Flaps

Paint

Module - Dupont
BODY COLOR: White

Spare Parts And Accessories

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 - (1) 8 In. X 6'6 In. Catch Basin Tube
 - (4) 8 In. Quick Clamps
- (1) Flexible Hose Guide
- (1) Hydrant Wrench
- (1) Emergency Flare Kit
- (1) 5# Fire Extinguisher
- Splash Shield - Rear Door - HXX Style
- 6" Decant Rear Door
- 48x16x16 Tool Box

Chassis

2006 Sterling LT9513 6x4, 258"WB, 194"CA, Cat -13, 410HP / FRO 15210C, 10 Speed, 60,000 GVW Hi-Dump

Note: Price includes FET but does not include any applicable taxes or license fees.

PRICE: \$245,000.00

Currently in Northville, MI

Thank you for your consideration of this price proposal.

Sincerely yours,

Tom Doheny

Tom Doheny
847-526-5671
tom@dohenys.com

This quotation becomes a contract for delivery and payment of the merchandise listed above only when signed by the customer or one of its officers .

Customer: _____

By: _____

Date: _____



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: May 27, 2010

SUBJECT: Florida Department of Transportation - SB 1446 Landscaping Grant
Architecture Consulting Services Contract

At the City Council meeting of February 16, 2010, City Council accepted staff recommendation that Land Design Innovations do the landscape design work for the Florida Department of Transportation - SB 1446 Landscaping Grant. At the May 5, 2010 City Council Meeting, Council accepted the LDI contract for services of \$29,900.

On May 17, Eddie Browder, from LDI presented to the City Council (at a workshop) the conceptual drawing of the streetscape design. At this workshop, the conceptual landscape design along Hwy 98 from Andrew Jackson to the pedestrian overpass and the plant palette were discussed. Council gave conceptual approval to the plan and asked for a contract price to continue the design to Daniel Drive. The next phase of the project is to produce the construction documents.

We received an invoice for \$6,017.40 for about 31.55% completion of the project. It has been verified and correct and ready to pay. We have paid LDI to date \$4,318.93 against the \$29,900 contract. With this invoice, total expenses are \$10,336.33.

RECOMMENDATION: That the City Council direct staff to make payment to LDI for services in the amount of \$6,017.40 against the contract for Florida Department of Transportation - SB 1446 Landscaping Grant Architecture Consulting Services Contract.



LAND DESIGN INNOVATIONS

Incorporated

1770 Fennell Street, Suite 200
Maitland, Florida 32751
Phone: 407-975-1273
Fax: 407-975-1278
www.landbiz.com

Invoice

DATE	INVOICE #
5/14/2010	5530

Mr. Edwin A. Eddy, City Manager
1070 Shoreline Dr.
Gulf Breeze, FL 32562-0640

PROJECT NAME
05059.07G/US 98 Streetscape CD

DESCRIPTION		RATE	Prior %	Curr %	Total %	AMOUNT
Urban Design	1	5,522.00	13.08%	18.47%	31.55%	5,522.00
Subtotal						5,522.00
Reimbursable Expenses:						
Hotel/Airfare/Car Rental	1	453.40				453.40
Black and White 24x36 Plotter Copies	7	6.00				42.00
Subtotal						495.40

RECEIVED
MAY 24 2010
BY:

Thank you for the opportunity to provide you with our professional services.

Total	\$6,017.40
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Memo

To: Edwin Eddy, City Manager
From: Steve Milford *SM*
CC: Mayor and City Council
Date: 5/26/2010
Re: Ordinance 07-07 Report to Council of Critical Required Acquisitions & Procurements

On April 30, 2010 Governor Crist issued Executive Order 10-101 and declared a state of emergency for Santa Rosa and other counties due to the Deepwater Horizon oilspill. On May 6, 2010 the City Council authorized the City Manager to establish the resources necessary to establish a standby oil spill response capability with a budget of up to \$150,000 from City reserves. At the time of this authorization, best estimates from State and Federal authorities indicated that Gulf Breeze *could be* subject to the oil spill within 7 to 10 days.

Acting upon this authorization and in accordance with City Ordinance 07-07 staff created, trained and equipped a part-time, standby spill response crew of four individuals; procured and delivered the last known oil skimmer in the eastern U.S. and acquired a fast response boom deployment boat and a pontoon boat for skimmer operations. Concomitant with these actions City staff submitted the standby oilspill response plan to the State for potential funding from a block grant from BP funds which was the first non-passive defensive plan submitted, and received rapid approval. Ultimately, the State approved a 90 day funding plan of EM-197 in the amount of \$225,650, which City staff relied upon until the approval was rescinded by a "re-thinking" at State levels some two weeks later. Subsequent negotiations with the State have provided reasonable assurance that the vast majority of the incurred expenses will be reimbursed by the State and not require funding from City reserves.

The summary expenditures and reserve impacts are as follows (detailed purchases are listed on the attached sheet):

Category	Expended	EM-197	Reserve Impact
Boats (Incl trailer & motors)	\$16,595.88	16,595.88	--
Skimmer	19,193.75	19,193.75	--
Booms / Turbidity Curtain	40,912.50	30,000.00	10,912.50
Absorbents / Oil Socks	4,955.09	4,955.09	--
Crew Training, Suits & Radios	6,935.00	6,095.00	840.00
Envir Baseline Sample Tests	5,000.00 *	--	5,000.00**
Environmental Consultant	5,000.00 *	5,000.00	--
Est. Standby Crew Time	1,500.00 *	1,500.00	--
	<u>100,092.22</u>	<u>83,339.72</u>	<u>16,752.50</u>

* Estimate -- final invoice / payroll not yet complete

** May be recoverable from DEP or State/BP reimbursement process.

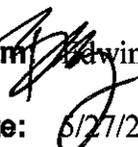


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/27/2010

Subject: Breach of Contract- Traffipax

The City has a contract with a red light camera enforcement company known as Traffipax. Traffipax removed their cameras from the intersection of Daniel Drive and Gulf Breeze Parkway in March, 2010. We believe this action along with failure by Traffipax to properly maintain its equipment in the months leading up to the removal constitutes a breach of the City's contract with Traffipax.

Attached are letters between the City Attorney and a law firm representing Traffipax that may help define the issues. In simple terms, the issues involved include:

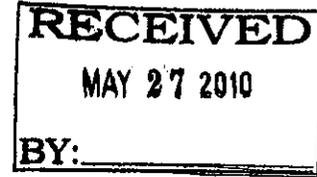
1. Traffipax failed to maintain its equipment.
2. The City did not issue tickets from equipment not maintained.
3. Traffipax removed its equipment.
4. We are working with a new red light camera enforcement company to essentially take over the Traffipax contract. (There may be changes required to the contract and to the City's ordinance on photo enforcement given recent legislation.)

We believe legal action against Traffipax is going to be necessary against Traffipax to enable the City to recover damages and to keep Traffipax from requesting a payment of ticket proceeds which are currently held in an escrow account.

RECOMMENDATION:

THAT THE CITY COUNCIL GRANT THE CITY ATTORNEY AND STAFF TO INITIATE LEGAL PROCEEDINGS AGAINST TRAFFIPAX.

MATT E. DANNHEISSER, P.A.
ATTORNEY AT LAW
504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501
TELEPHONE (850) 434-7272 FACSIMILE (850) 432-2028
E-MAIL MATTDANNHEISSER@AOL.COM



May 26, 2010

VIA REGULAR U.S. MAIL

Edwin A. Eddy, City Manager
City of Gulf Breeze
P. O. Box 640
Gulf Breeze, FL 32562

RE: City of Gulf Breeze Police Department v. Traffipax
Our File No. G1003-066

Dear Buz:

You have previously received a copy of the letter from Stephen Carroll, of the law firm of Miles & Stock bridge, which represents Traffipax. You, Peter Paulding, and I have discussed this matter and found the factual assertions set forth therein to be lacking. It does not appear that an expeditious resolution of the dispute is imminent. Consequently, I suggest that we ask the City Council for authority to initiate legal proceedings against Traffipax.

I am also enclosing a copy of a letter I have sent this date to Stephen Carroll. Although initially I was going to postpone corresponding with Mr. Carroll until after action by the City Council, upon further consideration I thought it appropriate to correct certain factual inaccuracies/misstatements contained in his letter.

Please give me a call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be "Matt E. Dannheisser".

Matt E. Dannheisser
For the Firm

MED:sdl
Enclosure
cc: Peter Paulding

MATT E. DANNHEISSER, P.A.

ATTORNEY AT LAW

504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501

TELEPHONE (850) 434-7272 FACSIMILE (850) 432-2028
E-MAIL MATTDANNHEISSER@AOL.COM

May 26, 2010

VIA REGULAR U.S. MAIL

R. Stephen Carroll
Miles & Stock bridge, P.C.
10490 Little Patuxent Parkway, Suite 300
Columbia, Maryland 21044-4931

RE: City of Gulf Breeze v. Traffipax, Inc.
Our File No.: G1003-066

Dear Mr. Carroll:

With reference to your letter dated May 14, 2010, it is apparent that we are not getting close to resolving this matter. Accordingly, the City Manager, Police Chief and I will be requesting authorization from the Gulf Breeze City Council to initiate legal proceedings against Traffipax. I suggest that you proceed with retaining local counsel.

I am not sure from whom you are receiving information regarding this matter, but we firmly believe that the information you have been furnished is inaccurate. There was no flooding in the City of Gulf Breeze from Tropical Storm Claudette. The tropical storm made landfall early on August 17, 2009, with maximum winds of 45 mph. Landfall was approximately 50 miles east of Gulf Breeze. There was no measurable rainfall in Gulf Breeze on August 16, 2009. On August 17, 2009, there was 0.02 inches and on August 18 there was 0.2 inches. Perhaps you may be mistakenly referring to another customer of Traffipax who was actually impacted by Tropical Storm Claudette; however, fortunately, the City of Gulf Breeze was not.

During the term of the Traffipax contract, the City of Gulf Breeze has never experienced flooding in the area of Traffipax' equipment that should have had any adverse impact upon the equipment. While our area frequently has heavy rains (as do most areas of the country), one would assume that Traffipax' equipment would have been engineered and installed with such weather conditions in mind. Certainly there has not been a weather event during the Traffipax contract term that would have been unforeseen or give way to an "act of God" justification for failure to perform the contract. In the event that you do not accept the foregoing statement, I encourage you

R. Stephen Carroll
Miles & Stock bridge, P.C.
May 26, 2010
Page 2

to contact the National Weather Service, the Division of Emergency Management of the State of Florida, or the Department of Emergency Management for Santa Rosa County.

You have also asserted that the City declined to process violations for the time period of December 21, 2009, through March 31, 2010, notwithstanding the contract provision requiring only a three second yellow light before the signal turns amber. I can only assume that you are unaware of specific instructions furnished by your client indicating that your client's camera equipment was not properly functioning during the referenced time period. In particular, during a training session on February 28, 2006, Traffipax representatives instructed officers of the Gulf Breeze Police Department that if the information bar on Traffipax' video imagines reflected that the yellow signal was illuminated less than 3.99 seconds, it should be concluded that Traffipax' camera equipment had malfunctioned and the violation should not be processed. Traffipax' video imagines of purported violations during the subject time period indeed reflected that the yellow light was illuminated for less than 3.99 seconds; consequently, pursuant to Traffipax' instructions and training, the Gulf Breeze Police Department did not approve the imagines for processing. Officers of the Gulf Breeze Police Department promptly called the malfunction to the attention of Traffipax whereupon other representatives of Traffipax confirmed the propriety of the previous instruction and that indeed, under the circumstances, the Police Department should not approve the imagines for processing.

With respect to other portions of your letter, the City simply asks that Traffipax fulfill its obligations under the contract. Also, it does not appear that Traffipax has any lawful authority to enter upon the private property where its poles are installed to remove the poles or alter the property.

I will advise once we have received authorization from the City Council to initiate legal proceedings. In the meantime, please ask your local counsel to contact me.

Sincerely,



Matt E. Dannheisser
For the Firm

MED:sdl

cc: Edwin A. Eddy, City Manager
Peter Paulding, Chief of Police

MAY 18 2010

R. Stephen Carroll
410.312.6722
SCarroll@milesstockbridge.com

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

May 14, 2010

Matt E. Dannheisser, Esquire
Matt E. Dannheisser, P.A.
504 North Baylen Street
Pensacola, Florida 32501

Re: Agreement, dated July 18, 2005, between Traffipax, Inc. and City of Gulf Breeze (the "Agreement")

Dear Mr. Dannheisser:

We have received and reviewed your May 6, 2010 letter. Unfortunately, nothing contained in the letter changes Traffipax, Inc.'s ("Traffipax") position as stated in our May 4, 2010 letter. With respect to your letter and the purported "misstatements" you mention, of which you cite one example, we understand that in fact flooding from Tropical Storm Claudette on August 17, 2009 caused a short in the Traffipax systems. When repairs were commenced, Traffipax discovered that the underground conduit for Traffipax's cabling was filled with sand from previous hurricane and storm flooding. Traffipax spent thousands of dollars to repair its equipment and remedy these storm-related conditions such that Traffipax's equipment was repaired and began capturing red light violations on December 21, 2009. After those repairs, which included an upgrade to the signal detection camera, the City chose, as stated in our prior letter, not to approve any violations captured during the period from December 21, 2009 to March 31, 2010 and advised Traffipax that it would not do so. Given the City's election not to approve any captured violations once the system was operable, it is difficult to see how the inoperability of the system during late 2009, even if unjustified, entitles the City to any damages.

In response to my suggestion that we discuss a resolution of the outstanding matters, you referred us back to your previously submitted demand. If that refers to the demand in your April 20, 2010 letter for damages plus interest of \$654,178.14, that demand is excessive and without basis and is rejected.

With that said, in an effort to amicably resolve the outstanding issues between the parties, for settlement purposes only and without prejudice to any rights or remedies that Traffipax may have, Traffipax has authorized us to offer the City a settlement for the remaining term of the Agreement (April 1, 2010 – July 17, 2010), notwithstanding the fact that the City has chosen not

Matt Dannheisser, Esq.
May 14, 2010
Page 2

to approve any violations since December 21, 2009. Traffipax is willing to offer the City \$17,088.29, which is calculated based upon an average violation rate of 155 violation notices per month, multiplied by the City's share of \$42 per paid notice, multiplied by a 75.1% payment rate, multiplied by 3 ½ months. Traffipax would propose that the City deduct the \$17,088.29 directly from the \$255,424.00 escrow fund currently being held by the City and remit the balance in the escrow account to Traffipax.

As the parties attempt to resolve these issues, please be advised that there are also several operational issues to be addressed in connection with the termination of the Agreement. Traffipax representatives have attempted to contact their City counterparts to discuss these issues, but we understand that you have instructed the City employees and representatives not to have any discussions with Traffipax. Assuming that that is the case, Traffipax has requested that we raise these issues with you. First, please be advised that the existing lockbox will not accept payments after May 17, 2010. To what address should future payments be forwarded? Second, the viewing of citations and related information on the applicable Gulf Breeze page of www.safecitystreets.com will cease as of May 17, 2010. What information, if any, would the City like to have listed on the Gulf Breeze website page thereafter for its citizens? Third, unless you advise to the contrary, we will assume that you are the contact person for the City to receive any data, images and final reports that Traffipax provides upon Agreement termination. Finally, please advise as to the disposition of the poles and pole-related infrastructure and the decommissioning of the sites. Traffipax has offered, to benefit the City should it engage a new camera vendor, to leave the poles and infrastructure at the sites so that they can be reused. Assuming that we can resolve the open issues between Traffipax and the City, Traffipax remains willing to do so. However, absent a resolution, Traffipax will plan to proceed to remove the poles.

Please advise as to the City's intentions with respect to the foregoing operational issues and if Traffipax's settlement proposal is acceptable to the City. We can then discuss the drafting of the appropriate settlement documentation, including mutual releases, to evidence the parties' agreement. To the extent we are unable to resolve these matters amicably and the City elects to initiate legal proceedings against Traffipax, Traffipax will have no choice but to vigorously defend itself against any such action.

Sincerely,



R. Stephen Carroll

cc: Mr. Stuart Mackiernan (via e-mail)
Ronald S. Schimel, Esq.

Matt Dannheisser, Esq.
May 14, 2010
Page 3

City of Gulf Breeze
Attn: Edwin A. Eddy, City Manager
P.O.Box 640
Gulf Breeze, Florida 32562 (via certified mail, return receipt requested)

MATT E. DANNHEISSER, P.A.

ATTORNEY AT LAW

504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501

TELEPHONE (850) 434-7272 FACSIMILE (850) 432-2028
E-MAIL MATTDANNHEISSER@AOL.COM

RECEIVED

MAY 10 2010

May 6, 2010

VIA EMAIL TRANSMISSION

Scarroll@milesstockbridge.com AND

REGULAR U.S. MAIL

R. Stephen Carroll
Miles & Stockbridge P.C.
10490 Little Patuxent Parkway
Suite 300
Columbia, Maryland 21044-4931

RE: City of Gulf Breeze v. Traffipax, Inc.
Our File No.: G1003-066

Dear Mr. Carroll:

This will acknowledge receipt of your letter dated May 4, 2010, regarding the above matter. Suffice it to say, we have sharp disagreement as to the strength of the City's claim. It also appears that your client has not shared with you all information regarding its performance of the subject contract.

Your letter contains numerous misstatements. For example, in the first and second paragraphs of your letter you state:

Traffipax has admittedly been unable to perform its obligations under the Agreement in several instances, but in each case such non-performance was a direct result of unanticipated factors outside of Traffipax's control, e.g., multiple instances of hurricane damage to Traffipax's equipment. Significantly, in each instance Traffipax promptly made appropriate modifications and repairs at its expense.

After the most recent hurricane damage, Traffipax's equipment was repaired and began capturing red light violations on December 21, 2009. (Emphasis added.)

Indeed, the City of Gulf Breeze has had unfortunate hurricane experiences having sustained virtual direct hits from Hurricane Ivan in September 2004 and Hurricane Dennis in July

R. Stephen Carroll
May 6, 2010
Page 2

2005. Fortunately, however, the City has not experienced any appreciable hurricane damage since that time. Thus, although indeed there was a significant period of time in 2009 when Traffipax' equipment was inoperable, the failure was not related to any act of God or otherwise due to an unanticipated event outside of Traffipax' control.

In the last paragraph of your letter you have suggested discussion of a resolution of this matter. Of course, I have previously submitted a demand to your client and the information set forth in your letter has not persuaded the City to change its position. If you would like to propose a particular resolution of the dispute, please feel free to do so; however, we must receive such proposal within the next week. Otherwise, I will move forward with requesting authorization from the City Council to initiate legal proceedings against Traffipax.

I look forward to your response to this letter.

Sincerely,

Matt E. Dannheisser /sdl
Signed in his absence to avoid delay.

Matt E. Dannheisser,
For the Firm

MED:sdl

cc: Edwin A. Eddy, City Manager
Peter Paulding, Chief of Police

MILES & STOCKBRIDGE P.C.

RECEIVED

MAY 10 2010

R. Stephen Carroll
410.312.6722
SCarroll@milesstockbridge.com

VIA FEDERAL EXPRESS

May 4, 2010

Matt E. Dannheisser, Esquire
Matt E. Dannheisser, P.A.
504 North Baylen Street
Pensacola, Florida 32501

Re: Agreement, dated July 18, 2005, between Traffipax, Inc. and City of Gulf Breeze (the "Agreement")

Dear Mr. Dannheisser:

This firm represents Traffipax, Inc. ("Traffipax"). Traffipax has referred your letter dated April 20, 2010 to us for response. We have reviewed your letter and the Agreement and we disagree with your conclusion that the Traffipax has breached the Agreement and therefore is liable to the City of Gulf Breeze (the "City") for damages. Traffipax has performed its obligations under the Agreement during the term in good faith and to the extent possible. Traffipax has admittedly been unable to perform its obligations under the Agreement in several instances, but in each case such non-performance was a direct result of unanticipated factors outside Traffipax's control, e.g., multiple instances of hurricane damage to Traffipax's equipment. Significantly, in each instance Traffipax promptly made appropriate modifications and repairs at its expense.

After the most recent hurricane damage, Traffipax's equipment was repaired and began capturing red light violations on December 21, 2009. Notwithstanding that fact, the City has not approved any violations captured during the period from December 21, 2009 to March 31, 2010 and has advised Traffipax that it would not do so. The reason stated to Traffipax for the non-approval of the captured violations was that the yellow light traffic signal was less than four (4) seconds, which is more than the three (3) second minimum required under Section 3(c) of the Agreement.

You correctly state that Traffipax sent a letter dated March 30, 2010 to Chief Paulding advising that Traffipax was ceasing red light photo enforcement in the United States. While that letter terminated the Agreement approximately three and one-half (3 ½) months prior to the end of the Agreement's sixty (60) month term, the letter should have come as no surprise to the City. In fact, Chief Paulding had sent an e-mail communication to Traffipax's representative, Brent

Client Documents:4820-2895-5910v1|C04302-000000|5/3/2010

Matt Dannheisser, Esq.
May 4, 2010
Page 2

Edwards, on February 18, 2010 in which he indicated that the City needed to "speak with the appropriate party with Traffipax to discuss terminating the contract." In addition, we understand that Brent Edwards spoke with Chief Paulding about ceasing camera operations since the City did not intend to approve any further citations, and Mr. Edwards received approval for the shut-down.

In your letter's claim for damages, you indicate that the City has determined what the average level of prosecutable images per month would have been. That level, 351.6 images per month, is far above any reasonable average estimation and results in an excessive claim for damages. In addition, and perhaps more importantly, it is entirely speculative whether the City is entitled to any damages. First of all, the City has not previously expressed any dissatisfaction with respect to the monthly Traffipax invoicing due to the operational performance of the Traffipax equipment. In addition, the City has not, as noted above, approved any violations captured during the period from December 21, 2009 to March 31, 2010 and advised Traffipax that it would not do so.

Finally, the City is currently holding in escrow funds that are due to Traffipax. That amount, we understand, is currently \$255,424.00. Your failure to mention the escrowed funds is notable if, for no other reason than the fact that Chief Paulding is clearly aware of it and referenced the escrow account in his February 18, 2010 e-mail communication to Brent Edwards. I trust that you have advised the City, pending the resolution of these matters, not to take or remove such funds for its benefit from the escrow account.

Notwithstanding the claims in your letter and our response above, Traffipax has enjoyed an excellent multi-year working relationship with the City police department. As such, Traffipax is very much interested in discussing a fair and equitable resolution of the open matters with the City and a prompt return of the escrowed funds to Traffipax. Please feel free to contact the undersigned to coordinate those discussions.

Sincerely,



R. Stephen Carroll

cc: Mr. Stuart Mackiernan (via e-mail)
Ronald S. Schimel, Esq.

City of Gulf Breeze
Attn: Edwin A. Eddy, City Manager
P.O.Box 640
Gulf Breeze, Florida 32562 (via certified mail, return receipt requested)

MATT E. DANNHEISSER, P.A.
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504 NORTH BAYLEN STREET
PENSACOLA, FLORIDA 32501

TELEPHONE (850) 434-7272 FACSIMILE (850) 432-2028
E-MAIL MATTDANNHEISSER@AOL.COM

April 20, 2010

**Via Certified, Return Receipt
Requested, and Regular US Mail**

**Via Certified, Return Receipt
Requested, and Regular US Mail**

Stuart Mackiernan, President
Traffipax, Inc.
514 Progress Drive, Suite D-E
Linthicum, Maryland 21090

Traffipax, Inc.
9017 Red Branch Road
Suite 100
Columbia, Maryland 21047

RE: City of Gulf Breeze v. Traffipax, Inc.
Our File No.: G1003-066

Dear Mr. Mackiernan:

Please be advised that I represent the City of Gulf Breeze, Florida ("City"). Traffipax, Inc., and the City entered into that certain Agreement dated July 18, 2005, (the "Agreement") in which Traffipax agreed to provide the City certain equipment, processing, and other services for an automated red light photo enforcement system to assist in enforcing ordinances of the City and otherwise to assist in fulfilling the City's objectives of promoting public health, safety, and welfare. The purpose of this letter is to provide notice that Traffipax has breached the Agreement and is liable unto the City for damages resulting therefrom.

The Agreement became effective July 18, 2005. The term of the Agreement is a period of five years from the effective date. Yet, in a letter dated March 30, 2010, addressed to Chief Peter Paulding, Gulf Breeze Police Department, you stated:

As you may already know, Traffipax is ceasing all red light photo enforcement in the US. As such, we are planning to shut down the Traffipax cameras in the City of Gulf Breeze on March 31, 2010.

The Agreement also addresses the scope of work to be furnished by Traffipax and the system requirements for the automated red light photo enforcement system that was to be installed, operated, and maintained by Traffipax. In particular, Section 1 of the Agreement provides:

Stuart Mackiernan, President
Traffipax, Inc.
April 20, 2010
Page 2

TPX shall furnish, install, operate, and maintain two automated red light photo enforcement systems (hereinafter each an "Enforcement System" and collectively the "Enforcement Systems") at the Intersection. Each Enforcement System shall continuously meet and adhere to the technical requirements set forth in the attached Exhibit "A" . . . TPX shall furnish all labor, materials, equipment, systems, and the like necessary to fully and properly operate the Enforcement Systems. TPX shall furnish all maintenance related to the installation and ongoing operation of the Enforcement System.

. . . TPX shall also provide all citation processing and management, as well as related "back office services" that may be necessary for the City to issue citations or otherwise enforce violations of City ordinances relating to adherence to red light traffic control signals (the "Ordinances"), including the provisions of Article VII of Chapter 18 of the City's Code of Ordinances. The "back office services" shall include, but not be limited to, citation processing and mailing, tracking of citation and payment status, mailing of second and final notices, assisting with all court appearances by providing court packets and expert witness testimony, and monthly reporting to the City on relevant statistics and information.

TPX shall be responsible for all maintenance, repair, and replacement of any equipment or services furnished pursuant to this Agreement. All costs associated with such repair, replacement, and maintenance shall be the sole responsibility of TPX. In the event of malfunction of any of the equipment and systems (including the Enforcement Systems) furnished by TPX, it shall be the responsibility of TPX to promptly repair, replace, and/or install the same. Such maintenance, repair, and/or replacement shall be undertaken as soon as reasonably possible upon adequate notification of a malfunction.

The system requirements for the Enforcement Systems are addressed in Section 3 of the Agreement. Section 3 provides:

Each Enforcement System furnished and operated pursuant to this Agreement must be capable of recording a motor vehicle traveling through the Intersection in violation of a traffic control signal steady red light indication and must:

(a) be capable of recording at least two colored digital images such that the images record both the rear of a motor vehicle and the steady red traffic control signal, with at least one of the images clearly recording and showing the motor vehicle behind the stop bar of a steady red traffic control signal during the time that the light is red and at least one image clearly recording and showing the motor vehicle entering the intersection in violation of the steady red traffic control signal;

(b) at least one of the images referenced in the preceding subparagraph (a) must clearly identify the registration plate of the motor vehicle;

(c) be designed and implemented so that it does not record a motor vehicle as violating a steady red traffic control signal unless the red light traffic signal was preceded by a steady yellow light traffic signal that was displayed for a minimum of three seconds before such time as the signal became a steady red traffic control signal; and

(d) be implemented so that it solely records images of motor vehicles violating steady red traffic control signals.

In addition, the technical requirements for each Enforcement System are set forth in Exhibit "A" to the Agreement. Each Enforcement System must adhere to, comply with, and meet the following technical requirements:

- 1. Each Enforcement System shall be capable of accurately identifying vehicles traveling through the Intersection and storing the photographs contemplated below each vehicle violating a traffic signal.*
- 2. Each Enforcement System shall be capable of accurately detecting speed and providing an actual speed reading on the citation.*

3. *Each Enforcement System shall be capable of accurately monitoring a minimum of 4 lanes of traffic at the Intersection.*
4. *Each Enforcement System shall include a camera system that has . . . the ability to capture clear images under all types of weather conditions.*
7. *Each Enforcement System must be capable of capturing clear, high quality images under all types of weather and lighting conditions such that the characters of the license plate are clearly distinguishable.*
8. *Each Enforcement System must be capable of capturing and providing primary evidence consisting of at least two images of the violator vehicle with the following:*
 - *Back view of violating vehicle;*
 - *Clear view of license plate with clearly distinguishable characters;*
 - *One view of vehicle prior to stop bar and one view of vehicle in the Intersection;*
 - *Clear view of signal head in both images showing which indication is illuminated.*
11. *Each Enforcement System must have a prosecutable image rate of not less than 90%, excluding events beyond the control of TPX.*

Traffipax has breached the aforesaid provisions of the Agreement. Notwithstanding repeated notification to Traffipax by the City of Gulf Breeze, the Enforcement Systems failed to properly function for extended periods during the term of the Agreement. The City has determined that, in the light most favorable to Traffipax, the Enforcement Systems operated in compliance with the Agreement only during the months of July through September 2007 and May through June 2009.

Traffipax' breach of contract has caused substantial damages and losses for the City of Gulf Breeze. The City has determined that had Traffipax operated the Enforcement Systems in compliance with the requirements of the Agreement, the Enforcement Systems would have generated an average of 351.6 prosecutable images a month for which violation notices would have been issued. Based upon current data, violation notices from prosecutable images have been collected/paid at the rate of 75.1%. (Note: The City expects that rate to increase slightly once final

Stuart Mackiernan, President
Traffipax, Inc.
April 20, 2010
Page 5

figures are available.) Based thereupon, the City's portion of expected collections of violation notices should have been \$12,242.75 a month, or \$743,925.50 during the term of the Agreement. Yet, due to the frequent failures of the Enforcement Systems and Traffipax' breaches of the Agreement, the City has realized revenues totaling only \$214,877.86.

The principal amount of the City's damages and losses resulting from Traffipax' breach of the Agreement, calculated as of July 17, 2010 (the expiration date of the Agreement), is \$519,791.14. In addition, the City is entitled to recover statutory prejudgment interest upon those losses. With the addition of statutory prejudgment interest, the City is entitled to recover \$654,178.14 from Traffipax.

The City is in the process of securing the services of another vendor to perform the remainder of Traffipax' obligations contemplated in the Agreement. In the event that such replacement services cost the City more than it would have incurred in performing unto Traffipax the obligations of the City contemplated in the Agreement, the City will seek to recover such additional costs from Traffipax as a consequence of Traffipax' unauthorized unilateral early termination of the Agreement.

Please advise if Traffipax is interested in discussing a prompt resolution of this matter. If so, it will be necessary that appropriate representatives of Traffipax contact the undersigned within fifteen days from the date hereof to discuss such matters. Please understand, however, that in the event that we do not receive timely and satisfactory response to this letter, upon expiration of the fifteen day period we will seek authorization from the Gulf Breeze City Council to initiate legal proceedings against Traffipax.

Sincerely,



Matt E. Dannheisser
For the Firm

MED:sdl

cc: Mayor and City Council, City of Gulf Breeze
Edwin A. Eddy, City Manager
Peter Paulding, Chief of Police
Brent Edwards, Program Manager, Traffipax, Inc.

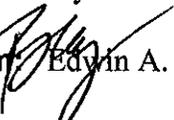


City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/28/2010

Subject: Deconstruction of Fishing Bridge

The City has committed to the deconstruction of the City's Fishing Bridge which was destroyed during Hurricane Ivan. FEMA has agreed to reimburse the City for the project.

We have retained Tetra Tech to prepare plans and specification for the deconstruction. Tetra Tech has nearly completed their work.

The bridge deconstruction must be completed by September prior to the migration season of the Gulf Sturgeon. We have all the necessary permits and approvals except a sign off by National Marine Fisheries. We have been promised that such sign off is just days away.

The bridge rubble will be hauled offshore to be added to the fishing reef program administered by Escambia County.

Staff believes it is prudent to commence with advertising the bridge deconstruction project for bids at this time so that we can proceed as soon as we receive National Marine Fisheries sign off.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF AND TETRA TECH TO PROCEED WITH THE ADVERTISING AND BIDDING PROCESS FOR DECONSTRUCTION AND REMOVAL OF THE CITY'S FISHING BRIDGE.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 5/26/2010

Subject: Proposal to Convert Overhead Electric Wiring to Underground

The City Council recently directed staff to contact Gulf Power regarding the process of converting overhead electric wiring to underground. Staff contacted Gary Sammons and Alan Steele of Gulf Power to discuss the topic.

There are several factors which help set the stage for a project such as this. Some of those factors are:

1. **Obtaining Easements:** Along U.S. 98, we could use FDOT right-of-way, if there is a surplus area within the right-of-way available or we can obtain easements from property owners along the corridor and locate the underground conduits on private property via an easement.

As we learned from the decorative fence project, there is very little surplus FDOT right-of-way along U.S. 98 that is not being used for travel lanes, turn lanes or sidewalks. If we decided to locate the new underground conduit within FDOT right-of-way and a project came along later such as a turn lane modification, the City would be responsible for the cost of moving the underground electrical conduit.

If we decide to work outside FDOT right-of-way, we would have to obtain an easement from each property owner. They would probably require compensation for the easements. Repairs of existing facilities and landscaping would also be necessary.

The "non-binding" order of magnitude cost estimate letter does not include replacement of conduit due to later construction, obtaining easements, or costs paid to property owners for landscaping and other items.

2. **Relocation of Cable and Telephone Lines:** The project described does not include placing cable and telephone wiring underground. Gulf Power would install up to 8 conduits underground that could house the cable and telephone lines as well. Any added costs will be the City's responsibility.
3. **Street Lights:** The Letter from Gulf Power states that the cost of modifications to the street lighting system is not part of their estimate. If the City decided to upgrade the lighting systems, added costs would be the City's responsibility.
4. **Other Electrical Connection Costs:** As with any complicated electrical project with multiple connections, there are going to be added costs for connecting and upgrading various facilities to the new system. These costs would be the City responsibility.

Gulf Power recommends a two phased project for a portion of the U.S. 98 commercial corridor. The first phase is Daniel Drive to Andrew Jackson Trail. The second phase is Fairpoint to the Bay Beach Inn.

The first phase project includes only one property owner: The School Board of Santa Rosa County. We would only have to obtain easements and deal with one property owner. The estimated cost of the phase I project without adding in the costs for items 1-4 above is \$930,000. The estimate for Phase II is \$860,000 also without the added costs.

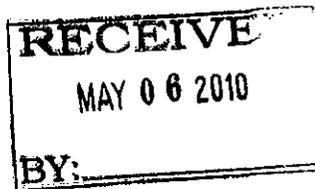
These two projects get the City "on the road" to underground wiring. To complete phase I and phase II, it would be prudent to plan for expenditures as follows:

Gulf Power Phase I	\$930,000	
Phase II	\$860,000	
		\$1,790,000
Estimate of Other Cost	\$900,000	
		\$2,690,000

To complete the conversion of above ground wiring to underground in the commercial corridor to the east as well as the portion in the center of the City from Andrew Jackson to Fairpoint, it is probably safe to add another \$2,000,000 to this estimate. The major transmission line in front of the Gulf Breeze Hospital to the beach would not be included.

Funding for phases I and II as well as the added \$2,000,000 could be financed with CRA funds used to repay the loan. If the entire project for all the corridor ended up in the range of \$4.5 to \$5 million and a parking garage to bring new jobs to the area was \$3.5 to \$4. million the entire financing of \$7.5 to \$9.0 million could be packaged together.

Gulf Power Company
One energy Place
Pensacola, Florida 32520



May 5, 2010

City of Gulf Breeze
Mr. Buzz Eddy
PO BOX 640
Gulf Breeze, Florida 32562-0640

Ref: Business Core Underground Conversion Highway 98 Corridor

Dear Mr. Eddy,

Thank you for your inquiry regarding the conversion of Gulf Power Company's overhead electrical facilities to underground facilities along Highway 98 in the business core district. Gulf Power Company recommends that the conversion area being discussed is split into two distinct projects. The first project is from Daniel Drive along Highway 98 approximately 2,500 feet to Andrew Jackson Trail and will be known as Project I. The second we will call Project II and is from Fairpoint Drive, north along Highway 98 approximately 2,500 feet and ends where the overhead distribution stops just north of the Bay Beach Inn. All overhead electrical facilities would be removed along both sides of the right of way and replaced with underground facilities.

Please note that our costs do not include provisions for obtaining easements, landscaping, relocating cable or telephone facilities. You must contact those companies or customers to determine any cost incurred from them. Your electrician will be responsible for any electrical panels and existing meters for existing businesses that may be impacted. Each converted meter panel must be inspected by the City of Gulf Breeze Building Department.

If the underground electrical facilities you request are located in the FDOT road right-of-way, any future road or drainage construction could necessitate their relocation. Gulf Power Company would only relocate back to overhead electrical facilities at no charge. This is the reason we strongly suggest you obtain easements from private property owners adjacent to the FDOT right of way.

For Project I, we recommend working with the Santa Rosa County School Board and obtaining an easement to locate the underground facilities largely on their property. As agreed, we are including the school board overhead taps in the underground estimate of

the overhead facilities located on their property. Any new electrical facilities relocated underground would have to be reimbursed by the concerned parties.

Each end of Project I will be equipped with a concrete riser pole. Street lighting could be addressed with either City owned or Gulf Power owned and leased facilities as the current overhead lighting facilities would be removed. The lighting cost is not a part of either estimate. Various pad mounted electrical switchgear will also be placed along the path where it is needed. All will be connected by an underground concrete duct bank system installed and provided by your contractor. The concrete duct bank for Project I would consist of (8)-4 inch schedule 40 electrical grade PVC conduits and (3)-2 inch schedule 40 electrical grade PVC conduits covered in concrete at a depth of 30 inches and supplied by the City of Gulf Breeze and inspected for proper construction by Gulf Power Company.

The concrete duct bank for Project II would consist of (6)-4 inch schedule 40 electrical grade PVC conduits and (3)-2 inch schedule 40 electrical grade PVC conduits covered in concrete at a depth of 30 inches and supplied by the City of Gulf Breeze and inspected for proper construction by Gulf Power Company.

The cost of the construction of the required concrete duct banks is not included in either estimate. The Non-Binding, order of magnitude estimate for the conversion of Project I is \$930,000.

The Non-Binding, order of magnitude estimate for Project II is \$860,000. Also, please note due to the complexity of the landscape and multiple easement and tight construction issues, that we feel that Project I is more viable. These non-binding estimates are valid only for 180 days due to changes in material and labor.

If you wish Gulf Power Company to proceed with a binding cost estimate, it will be necessary to pay a non-refundable deposit of \$1,077 for Project I and/or \$1,077 for Project II and complete an application for an underground conversion binding estimate. If the project is constructed, the deposit is applied as a credit to the total cost of the job.

Many details will have to be finalized, but I hope this information answers your immediate needs. If you have any questions, please call me at 850-444-6411. I look forward to hearing from you.

Sincerely,



Alan H. Steele
Special Projects Supervisor

Cc: Scott Moore
Margaret Neyman
Gary Sammons



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 5/28/2010

Subject: Rewrite of Future Land Use Element of the City's Comprehensive Plan

We have nearly completed the process of rewriting the City's Comprehensive Plan for transmittal to and review by the State Department of Community Affairs. Staff met today with our consultant Stephania Wilson of Indever and Matt Dannheisser to review the redraft of the Future Land Use Element.

We should have a document ready to send to you on Tuesday, June 1, 2010. We can briefly review the changes in the FLUE at the June 2ND Executive Session and then schedule a workshop on the redraft of the FLUE on Monday, June 7, 2010 at 5:30 p.m. If the City Council finds the redraft acceptable, action to approve the redraft of the FLUE and authorize transmittal of the redrafted Comprehensive Plan can be scheduled for action on the agenda for the June 7, 2010 meeting.

RECOMMENDATION:

THAT A WORKSHOP ON THE FUTURE LAND USE ELEMENT OF THE CITY'S COMPREHENSIVE PLAN BE SCHEDULED FOR MONDAY, JUNE 7, 2010 AT 5:30 P.M. AND THAT CONSIDERATION OF THE FLUE BE PLACED ON THE AGENDA FOR THE JUNE 7, COUNCIL MEETING.



City of Gulf Breeze Police Department

*311 Fairpoint Drive
Gulf Breeze, FL 32561
850-934-5121
850-934-5127 fax
www.gulfbreezepolice.com*

May 26, 2010

To: Edwin Eddy, City Manager
From: Peter Paulding, Chief of Police
Re: Florida Law Enforcement Award notification

It is with great pride that I pass on the enclosed letter from the Florida Law Enforcement Liaison Program informing us that the Gulf Breeze Police Department was selected as a top three finalist for the 2010 Florida Law Enforcement Challenge in our category. This is a very significant accomplishment and reflects the high standard of performance and diligent traffic safety work of our personnel. The award will be presented at the awards ceremony in Orlando on July 9, 2010.

We have had success in past years and have won the award 3 times and finished in the top three once before. We are competing against communities of similar size throughout the state and there were 44 other entries this year.

This recognition is a testament to the Gulf Breeze police officers, the City Council's support for provocative and creative ideas, and the VIPS who have stepped forward to make the commitment to support our initiatives to make our community safer and a better place to live.

Attached is the memorandum from the Florida Public Safety Institute. Placement in the top three guarantees that we will receive traffic safety equipment worth \$10,000. At the award ceremony the final award placements will be notified. If we are the category winner, our representative will have the opportunity to win a vehicle for our agency.

enclosure



May 18, 2010

Chief Peter Paulding
Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, Florida 32561

The 2009 Florida Law Enforcement Challenge results are complete. As a result of your efforts in developing a comprehensive traffic safety program, your department made a significant and positive impact in your community by reducing traffic related crashes, injuries, and fatalities.

You are receiving this letter because your department has placed in the top three in your size category for the *Florida Law Enforcement Challenge*. We are inviting you to join us for the Florida Law Enforcement Challenge Awards ceremony on July 9, 2010, at the Rosen Shingle Creek Resort in Orlando, Florida. The ceremony will begin promptly at 9:00 a.m.

If you are a first place winner, you will be eligible to draw for the Challenge vehicle; however, you must be present to win.

Each agency will be responsible for all costs (travel, lodging, parking, etc) associated with attending the awards ceremony. If representatives from your agency will be attending, please R.S.V.P. to Terrius Greene at greenete@tcc.fl.edu. Reservations for the Rosen Shingle Creek Resort must be made directly with the hotel by telephone at 866-996-6338. A limited number of rooms have been set aside at the government rate of \$108 per night. The deadline for reservations at this special rate is June 7, 2010. Parking is not included in the lodging rate, and is an additional \$12 per day.

Group Name: 2010 Law Enforcement Challenge Awards
Group Access: Group ID: 17857 Password: 3438

A reception to showcase vendors with items appearing in the online catalog is scheduled for Thursday, July 8th from 6-8 pm.

We look forward to seeing you in Orlando!

Sincerely,

Kate Nelson, Director
Law Enforcement Liaison Program
Florida Public Safety Institute



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

Date: May 20, 2010

To: Officer Jason Denney

From: Peter Paulding, Chief of Police

Re: Letter of commendation

On May 9, 2010 your actions to a motorist in distress on Highway 98 that occurred in Gulf Breeze were commendable. You performed in an exemplary manner and your actions were cited by Sergeant Neff for commendation.

You were on Highway 98 at the Texaco at the time of the incident. You were flagged down by a citizen for a medical call. You were the first law enforcement officer on scene. You immediately recognized the gravity of the situation and took action to fabricate a tourniquet and slow the profuse bleeding from a man's leg that was out of control. The man was in imminent danger of bleeding out and was transported to Baptist Hospital in Pensacola. Fire and EMS later surmised that your quick and appropriate response may have been vital to saving the man's life.

You demonstrated outstanding performance of your duties and I commend your actions. Your exhibition of professionalism, prompt response and your independent actions were essential in the proper response to assist a motorcyclist in need of urgent response. A copy of this letter will be placed in your personnel file. Your good work is greatly appreciated.

cc: City Manager
Personnel file

*Quick work that really made
a difference. I'm proud of
you. Chief*



To: DC Randle

From: Sgt. Neff

Date: 05-09-2010

Re: Job Well Done – 10-06259

On 05-09-2010 at approximately 1941 hours, Officer Denney was flagged down by a citizen at 220 Gulf Breeze Pkwy, Texaco, in reference to a medical call. Denney immediately recognized the need for medical aid to be life threatening and took immediate action. The subject in need of medical attention was free flow bleeding from the foot. The subject had been riding a motorcycle when his vein/blood vessel in his foot burst. The blood was exiting the foot at a fast rate. Officer Denney took a towel from his vehicle and made a "makeshift" tourniquet to place on the subject's lower leg to slow the bleeding until medical support arrived. When EMS arrived, it was determined to transport him immediately to Baptist Hospital in Pensacola. Later discussions with fire and EMS personnel revealed that the probability of the subject "bleeding out", without the tourniquet placed by Officer Denney, would have been almost certain. I feel that Officer Denney went over and above the call of duty by utilizing his adaptability skills to overcome the lack of a true tourniquet and creating his own make shift style to quell the bleeding until medical personnel arrived. I believe Denney deserves accolades for his life saving actions.

I have attached the CAD printout for this call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sgt. Neff" with a stylized flourish and the number "805" at the end.

Sgt. Neff



GULF BREEZE POLICE DEPARTMENT

CALL HISTORY RECORD

DISPATCH TO LOCATION										
Address					Apt / Lot					
220 GULF BREEZE PKWY										
TEXACO / REDDYS FOOD MART										
Cross Street										
City		Incorporated?		State	County	Zip Code				
GULF BREEZE		No								
District	Zone	Grid	SubGrid	Box	RunArea	RescueArea	District	Grid	SubGrid	Wrecker
1	GB			SMAL						GULF

LOCATION OF OCCURRENCE										
Address					Apt / Lot					
220 GULF BREEZE PKWY										
TEXACO / REDDYS FOOD MART										
Cross Street										
City		Incorporated?		State	County	Zip Code				
GULF BREEZE		No								
District	Zone	Grid	SubGrid	Box	RunArea	RescueArea	District	Grid	SubGrid	
1	GB			SMAL						

Complaint Type / Call Nature		Priority	Weapon	Complainant			Phone Number	Ext	Contact	911
AGENCY ASSIS		2								N

Primary Unit	BackUp Units	Dispatcher	Disposition Codes	
818		KASPER	(1) 67-0	(4)
GBPD		Call Taker	(2) K	(5)
		KASPER	(3)	(6)

Incident Number	CALL DATES & TIMES (Note: Individual Unit Times & Close/Code Times are listed after the Call Notes)					
GBPD10CAD006259	Received	Shipped	Dispatched	Enroute	Onscene	Closed
	05/09/2010	05/09/2010	05/09/2010	05/09/2010	05/09/2010	05/09/2010
	19:41:26	19:41:26	19:41:26	19:41:26	19:41:26	19:57:09

CALL STATISTICS	Create Time	Hold Time	Rollout Time	Enroute Time	Onscene Time
	00:00:00	00:00:00	00:00:00	00:00:00	00:15:43
	Dispatch Time	Response Time	Total Call Time		
	00:00:00	00:00:00	00:15:43		

CALL NOTES			
Added By	Date	Time	Note
KASPER	05/09/2010	20:10:59	ASSIST FIRE ON MED CALL MALE BLEEDING FROM LEG

UNIT / CALL TIMES					
DATE	TIME	CALLNO	AGENCY	DESCRIPT	DISPATCHER
05/09/2010	19:41:26	818	GBPD	ONSCENE	KASPER
05/09/2010	19:41:26	818	GBPD	REPORTING	KASPER
05/09/2010	19:57:09			CLOSED	KASPER
05/09/2010	19:57:11			CODED	KASPER

END OF CALL HISTORY RECORD

Main Identity

From: "Crane, Katherine" <CRANEK@mail.santarosa.k12.fl.us>
To: <paulding@ci.gulf-breeze.fl.us>
Cc: "Cobb, Richard" <CobbR@mail.santarosa.k12.fl.us>; "Nguyen, Tai" <NguyenT@mail.santarosa.k12.fl.us>
Sent: Friday, May 21, 2010 7:51 AM
Subject: Officer Nguyen
Chief Paulding,

When Gulf Breeze Middle School acquired a new School Resource Officer, the school received an awesome addition in Officer Tai Nguyen. When I spoke with Officer Nguyen about doing a 7th grade Health class presentation about alcohol and the law, he immediately volunteered. His enthusiastic presentation not only conveyed practical and helpful information but he engaged the students in participation. Using the Fatal Vision Goggles the students were given a sense of how alcohol affects the brain and its ability to function. The students not only enjoyed the presentation, but were encouraged to ask questions and make comments.

Thank you for keeping the School Resource Officers in the schools and especially for assigning Officer Nguyen to Gulf Breeze Middle School.

Sincerely,

Kathy Crane

Kathy Crane, Teacher
Gulf Breeze Middle School
Gulf Breeze, FL 32571
(850) 934-4080
craneK@mail.santarosa.k12.fl.us



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

Date: May 20, 2010

To: Officer Robert Taveirne

From: Peter Paulding, Chief of Police

Re: Letter of commendation

On May 14, 2010 your actions to a motorist in distress on Highway 98 that occurred in Gulf Breeze were commendable. You performed in an exemplary manner and your actions were cited by Officer Pate for commendation.

You were on Highway 98 at the time of the incident. You were running radar and a woman stopped who was driving a specially equipped handicapped van. You were the first law enforcement officer on scene. Her passenger was a disabled person in an electric scooter in the rear of the vehicle and slipped and was choking on the seat belt on the scooter and also the van. He was lying on the van's floor and needed immediate assistance. In spite of the very confined space of the rear of the van you twice lifted and maneuvered the man back into his scooter and freed him from the choking hazard.

You demonstrated outstanding performance of your duties and I commend your actions. Your exhibition of professionalism, prompt response and your independent actions were essential in the proper response to assist a passenger in a vehicle in need of urgent response. A copy of this letter will be placed in your personnel file. Your good work is greatly appreciated.

cc: City Manager
Personnel file

*Outstand → customer service
and quick work to prevent
a possible tragedy. Very proud
of what you do for the community.
Chief.*





Gulf Breeze Police Department

Chain of Command

Date: 5.14.10
To: DC Randle
From: L. Pate # 10-
Re: Commendable action 0654

I would like to respectfully commend
ofc. Taveirne for an action he took
today in the 2000 block of US 98.

A lady in a specially equipped handicap
van stopped where Taveirne was running
Laser. The lady was distressed as her
passenger, a male quadriplegic, had slipped
out of his electric scooter within
the van. He was being choked by
the seat belt on the scooter, and the
van's belt. He was lying on the floor
of the van.

Twice I saw (from a distance) ofc.
Taveirne lift up the man from the
van floor, and scoot him up back
onto the scooter. Ofc. Taveirne was con-
fined in this small space while trying
to lift the man.

Ofc. Taveirne could have called for
professionals to respond, but due to the
confined space, & the man choking, he
took immediate action.