

**GULF BREEZE CITY COUNCIL
REGULAR MEETING**

JANUARY 3, 2012
TUESDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of December 19, 2011 (Regular Meeting)
4. Proclamation: Recognizing Jim Brewer For His Service To The City
5. Resolution 01-12: Authorizing the Increase of Water and Sewer Rates for The Utility Customers in the City of Gulf Breeze.
(Public Hearing)
- Resolution 02-12: Authorizing the Increase of Sewer Rates for Utility Customers in the South Santa Rosa Utility System.
(Public Hearing)

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Purchase of Fuel Compressors for CNG Vans From Zeit Energy, Dallas, Texas..
- B. Discussion and Action Regarding Replacement of Single Man Personnel Lift.
- C. Discussion and Action Regarding Phase One Underground Wiring.
- D. Discussion and Action Regarding Red Light Camera Program Administrator.
6. New Business
7. Open Forum
8. Adjournment

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

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

The 1,190th regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida was held at the Gulf Breeze City Hall on Monday, December 19, 2011, at 6:30 p.m.

Upon call of the roll the following Councilmen were present: Dana Morris, J. B. Schluter, David G. Landfair, Joseph Henderson and Mayor Zimmern.

APPROVAL OF MINUTES:

Councilman Henderson moved for approval of the minutes for the regular meeting held on December 5, 2011. Councilman Morris seconded. The vote for approval was 5 - 0.

Councilman Landfair moved for approval of the minutes for the special Community Redevelopment Agency meeting held on December 5, 2011. Councilman Henderson seconded. The vote for approval was 5 - 0.

2011 HOLIDAY DECORATION AWARD PRESENTATION:

Beautification Committee member Lori Menke presented the Holiday Decoration awards to the following winners: Tripp and Susan Hill, 6 Fairpoint Place; Ben Renfro, 224 Northcliff Drive; Joseph and Kathleen Ryan, 305 Plantation Hill Road; and Christopher Schulte and Jenny Decesare, 702 Stonewall Drive. Marcus and Karla Schmitz, 111 Chanteclair Circle and Hubert and Kristie Ellis, 485 James River Road, were not at the meeting. Their plaque will be given to them at a later date.

COMMUNITY CENTER CONSTRUCTION UPDATE:

Mr. Steve Jernigan, Bay Design, updated Council on the construction of the Community Center and tennis courts. He also answered questions from the Council.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

That the City Council approve the following Consent Agenda items: B, C, D, E, F, and G: (Item A Community Center Construction update is covered above)

- B. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST - PENSACOLA SPORTS ASSOCIATION - DOUBLE BRIDGE RUN, SATURDAY, FEBRUARY 4, 2012, 7:00 A.M.**

Reference: Deputy Police Chief memo dated December 7, 2011

RECOMMENDATION:

That the City Council approve the Double Bridge Run scheduled for Saturday, February 4, 2012, beginning at 7:00 a.m.

- C. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST - GULF BREEZE UNITED METHODIST CHURCH ANNUAL 5K RUN, SATURDAY, FEBRUARY 25, 2012, 8:00 A.M.**

Reference: Deputy Police Chief memo dated December 7, 2011

RECOMMENDATION:

That the City Council approve the Gulf Breeze United Methodist Church 5K run to be held Saturday, February 25, 2012, 8:00 a.m.

- D. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM RECOMMENDATIONS**

Reference: Assistant Public Services Director memo dated December 6, 2011

- I. BAYSIDE DYNAMO FUTBOL CLUB REQUEST**

RECOMMENDATION:

The SSRUS Board recommend to City Council that an agreement be pursued with Bayside Dynamo Futbol Club to allow the use of ERS 2 as a tournament facility, pending negotiation of terms and conditions and legal review.

- II. SOUTH FOREST LIFT SATION REHABILITATION**

RECOMMENDATION:

The SSRUS Board recommends that the City Council approve Warrington Utility & Excavating to rebuild South Forest Lift Station for \$42,000.

- III. WWTF TREATMENT BASIN REHABILITATION**

RECOMMENDATION:

The SSRUS Board recommends to City Council award to South Basin Rehabilitation project to CAPE Construction for \$391,000 with \$28,000 being released from the impact reserve fund to supplement the \$363,000 allocated in the F/Y 2012 budget.

IV. MANDAVILLA FORCE MAIN VALVES

RECOMMENDATION:

The SSRUS Board recommends to City Council award the Mandavilla Force Main Check Valve and Gate Valve installation to Warrington Utility & Excavating for \$5,300.

E. SUBJECT: DISCUSSION AND ACTION REGARDING WATER MAIN UPGRADES - MONTROSE AND NAVY COVE BOULEVARD

Reference: Assistant Public Services Director memo dated December 8, 2011

RECOMMENDATION:

That the City Council authorize Hatch Mott McDonald to proceed with the design of the Water Main Improvements for Montrose and Navy Cove Boulevards for a total fee of \$26,426.

F. SUBJECT: DISCUSSION AND ACTION REGARDING INSTALLATION OF SCULPTURE, WAYSIDE PARK EAST

Reference: City Manager memo dated December 8, 2011

RECOMMENDATION:

That the City Council authorize staff to engage Hewes Construction to build the foundation for a permanent outdoor sculpture in Wayside Park east and direct staff to complete the electrical work in house.

G. SUBJECT: DISCUSSION AND ACTION REGARDING REPLACEMENT OF PENSACOLA BAY BRIDGE

Reference: City Manager memo dated December 7, 2011

RECOMMENDATION:

Provided for information only. No Council action required.

Councilman Schluter moved for approval of the Consent Agenda Items.
Councilman Morris seconded. The vote for approval was 5 - 0.

ACTION AGENDA ITEMS:

- A. **SUBJECT: DISCUSSION AND ACTION REGARDING (1) AWARD OF DESIGN OF COMPRESSED NATURAL GAS STATION, FEMA ALTERNATIVE PROJECT #13 AND (2) LEASE EXTENSION FOR CHAMBER OF COMMERCE BUILDING AND PROPERTY**

Reference: Public Services Director memo dated December 7, 2011

FIRST RECOMMENDATION:

That the City Council authorize staff to proceed with negotiating with Zeit Energy to design/procure final cost of the Compressed Natural Gas Facility, FEMA Alternative Project #13, for subsequent approval by the City Council for Award of Construction.

SECOND RECOMMENDATION:

That the City Council authorize staff to investigate the potential for a lease extension with the School Board beyond 2020 for the Chamber of Commerce property, parcel #04-3S-29-0000-00501-0000.

Councilman Henderson moved for approval of both recommendations.
Councilman Landfair seconded. The vote for approval for both recommendations was 5 - 0.

NEW BUSINESS:

- A. **SUBJECT: DISCUSSION AND ACTION REGARDING GIFT CARDS FOR CITY EMPLOYEES**

Reference: Verbal discussion

RECOMMENDATION:

That the City Council authorize staff to present gift cards from Publix and Wal-Mart to employees.

Councilman Henderson moved for approval. Councilman Landfair seconded. The vote for approval was 5 - 0.

B. SUBJECT: DISCUSSION AND ACTION REGARDING CANCELLING EXECUTIVE SESSION TO BE HELD ON WEDNESDAY, DECEMBER 28, 2011

Reference: Verbal Discussion

RECOMMENDATION:

That City Council cancel the next Executive Session scheduled for Wednesday, December 28, 2011.

Councilman Henderson moved for approval. Councilman Morris seconded. The vote for approval was 5 - 0.

ADJOURNMENT:

Mayor Zimmern adjourned the meeting at 7:10 p.m.

CITY CLERK

MAYOR



City of Gulf Breeze

PROCLAMATION

WHEREAS, the City of Gulf Breeze has been assisted by the Florida Department of Emergency Management and the Federal Emergency Management Agency (FEMA) as a result of the damages experienced by hurricane Ivan in 2004 and hurricanes Dennis and Katrina in 2005; and

WHEREAS, since 2005, James "Jim" Brewer has been working with the Florida Department of Emergency Management, most recently as Deputy Public Assistance Officer for the Panhandle region of the State of Florida; and

WHEREAS, Jim Brewer in his position with the Florida Department of Emergency Management has played an integral role, as an advocate for the advisor to the City of Gulf Breeze in its applications to FEMA and the State of Florida for hurricane recovery assistance and funding; and

WHEREAS, during Jim Brewer's tenure and relationship with the City of Gulf Breeze the City has been approved to the beneficiary of funding for over one hundred (100) recovery projects; and

WHEREAS, during Jim Brewer's tenure and relationship with the City of Gulf Breeze the City has been the beneficiary of approximately \$27 million in federal and state recovery grant funding, including funding for its alternative projects; and

WHEREAS, Jim Brewer passed away unexpectedly on December 26, 2011.

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and City Council of the City of Gulf Breeze extend their sympathy to the family and widow of Jim Brewer and

That on behalf of the citizens and staff of the City of Gulf Breeze, the Mayor and City Council acknowledge and are grateful for the contribution that Jim Brewer, through his patience, persistence, guidance, integrity and professionalism has made the City's recovery process.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this _____ day of December, 2011.

Marita Rhodes, City Clerk

Beverly H. Zimmern, Mayor



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: December 22, 2011

RE: Utility Rate Increase Hearing

In order to provide revenues to match projected expenditures and cash reserve needs, the SSRUS Board recommended a rate increase of \$1.00 to the water base fee and \$1.50 to the sewer base fee for residential customers with a ¾" meter. For the same reason, staff is recommending a \$1.50 increase to the sewer base fee for customers within the City.

The City Council has also approved a \$0.05 increase to the water volumetric rate for both utilities to cover a recently adopted increase from the supplier, Fairpoint Regional Utility System.

The notice has been completed on all cycle bills in accordance with the Florida Statutes. The resolutions and proposed rates are attached. The increase will be effective with the bills produced after January 4, 2012.

RECOMMENDATION: City Council adopt Resolutions 01-12 and 02-12 for the SSRUS and City Water & Sewer rate increases during the public hearing to be held on January 3, 2012.

**Proposed City Water and Sewer Increases
F/Y 2012**

WATER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
2011 Budget	2565	*(	9.41	+ 8.50	* 2.65) * 12 = 982,959.30
Rate Increase (\$0)	2565	*(	9.41	+ 8.50	* 2.70) * 12 = 996,040.80

SEWER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
2011 Budget	1470	*(	11.59	+ 9.50	* 3.68) * 12 = 821,142.00
Rate Increase (\$1.5)	1470	*(	13.09	+ 9.50	* 3.68) * 12 = 847,602.00

PROPOSED RATE INCREASE

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income			
Water	2565	*(	9.41	+ 8.50	* 2.70) * 12 = 996,040.80
Sewer	1470	*(	13.09	+ 9.50	* 3.68) * 12 = 847,602.00
				TOTAL	1,843,642.80
				NET INCREASE	39,541.50

THE EFFECT OF THE PROPOSED RATE INCREASE ON WATER & SEWER CUSTOMER

No Change for Water Only Customers

Gallons Used	Current Bill	Proposed	Incr	% Incr
1000	\$27.33	\$28.88	\$1.55	5.67%
3000	\$39.99	\$41.64	\$1.65	4.13%
4000	\$46.32	\$48.02	\$1.70	3.67%
5000	\$52.65	\$54.40	\$1.75	3.32%
6000	\$58.98	\$60.78	\$1.80	3.05%
10000	\$84.30	\$86.30	\$2.00	2.37%
12000	\$96.96	\$99.1	\$2.10	2.17%

**Proposed SSRUS Water and Sewer Increases
F/Y 2012**

WATER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2011 Budget	4168	*(	12.90	+ 5.67	* 2.70	)* 12 = 1,410,901.34
Rate Increase (\$1)	4168	*(	13.90	+ 5.67	* 2.75	)* 12 = 1,475,096.88

SEWER SCENARIOS FOR REVENUE GENERATED

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
2011 Budget	5760	*(	14.11	+ 5.42	* 4.02	)* 12 = 2,481,297.41
Rate Increase (\$1.5)	5760	*(	15.61	+ 5.42	* 4.02	)* 12 = 2,584,977.41

PROPOSED RATE INCREASE

	Customers	*(Base Fee + Avg Vol. * Vol. Rate) * 12 = Annual Income				
Water	4168	*(	13.90	+ 5.67	* 2.75	)* 12 = 1,475,096.88
Sewer	5760	*(	15.61	+ 5.42	* 4.02	)* 12 = 2,584,977.41
					TOTAL	4,060,074.29
					NET INCREASE	167,875.54

THE EFFECT OF THE PROPOSED RATE INCREASE ON WATER & SEWER USER

Gallons Used	Current Bill	Proposed	Incr	% Incr
1000	\$33.73	\$36.28	\$2.55	7.56%
3000	\$47.17	\$49.82	\$2.65	5.62%
4000	\$53.89	\$56.59	\$2.70	5.01%
5000	\$60.61	\$63.36	\$2.75	4.54%
6000	\$67.33	\$70.13	\$2.80	4.16%
10000	\$94.21	\$97.21	\$3.00	3.18%
12000	\$107.65	\$110.8	\$3.10	2.88%

CITY

Gallons Used	Current Bill	Proposed	Incr	% Incr
1000	\$27.33	\$28.88	\$1.55	5.49%
3000	\$39.99	\$41.64	\$1.65	3.75%
4000	\$46.32	\$48.02	\$1.70	3.24%
5000	\$52.65	\$54.40	\$1.75	2.85%
6000	\$58.98	\$60.78	\$1.80	2.54%
10000	\$84.30	\$86.30	\$2.00	1.78%
12000	\$96.96	\$99.1	\$2.10	1.55%

SSRUS

Gallons Used	Current Bill	Proposed	Incr	% Incr
1000	\$33.73	\$36.28	\$2.55	7.41%
3000	\$47.17	\$49.82	\$2.65	5.30%
4000	\$53.89	\$56.59	\$2.70	4.64%
5000	\$60.61	\$63.36	\$2.75	4.12%
6000	\$67.33	\$70.13	\$2.80	3.71%
10000	\$94.21	\$97.21	\$3.00	2.65%
12000	\$107.65	\$110.8	\$3.10	2.32%

PERCENTAGE OUTSIDE TO INSIDE

Gallons Used	Current Bill	Proposed
1000	23%	26%
3000	18%	20%
4000	16%	18%
5000	15%	16%
6000	14%	15%
10000	12%	13%
12000	11%	12%

PERCENTAGE OF BASE AND VOLUMETRIC

	CURRENT			PROPOSED		
	Gulf Breeze	SSRUS	OUT/IN Percent	Gulf Breeze	SSRUS	OUT/IN Percent
Water						
Base	9.41	12.9	37.1%	9.41	13.9	47.7%
Volumetric	2.65	2.7	1.9%	2.7	2.75	1.9%
Sewer						
Base	11.59	14.11	21.7%	13.09	15.61	19.3%
Volumetric	3.68	4.02	9.2%	3.68	4.02	9.2%

RESOLUTION 01-12

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

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

WHEREAS, the City Council has determined that operating costs, including but not limited to personnel, purchase of energy and wholesale water have increased; and,

WHEREAS, the City Council has determined that the current operating revenues can not support the current level of service, even with the cost cutting measures already taken; and

WHEREAS, the City Council held a Public Hearing on Tuesday, January 3, 2012 on this matter.

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

SECTION 1: The water and sewer charges for City of Gulf Breeze customers are hereby increased as listed in Exhibit A. Said increase to be implemented commencing with bills produced after January 4, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this _____ day of _____, 2012.

Mayor

ATTEST

City Clerk

**EXHIBIT 'A' Res. 01-12
CITY WATER AND SEWER
PROPOSED RATE INCREASES**

VOLUMETRIC RATES PER THOUSAND GALLONS

	Current	Increase	Proposed
Water	\$2.65	\$0.05	\$2.70
Sewer	\$3.68	\$0.00	\$3.68

Residential - Water Base Fee

Meter Size	2011 New Base Fee	Increased By	2012 New Base Fee
3/4"	\$9.41	\$0.00	\$9.41
1"	\$17.46	\$0.00	\$17.46
1 1/2"	\$45.67	\$0.00	\$45.67
2"	\$74.39	\$0.00	\$74.39
3"	\$151.33	\$0.00	\$151.33
4"	\$228.28	\$0.00	\$228.28
6"	\$454.67	\$0.00	\$454.67

Residential - Sewer Base Fee

Meter Size	2011 New Base Fee	Increased By	2012 New Base Fee
3/4"	\$11.59	\$1.50	\$13.09
1"	\$22.27	\$2.00	\$24.27
1 1/2"	\$55.74	\$3.00	\$58.74
2"	\$90.33	\$4.00	\$94.33
3"	\$182.99	\$6.00	\$188.99
4"	\$273.23	\$8.00	\$281.23
6"	\$537.33	\$12.00	\$549.33

Commercial - Water Base Fee

Meter Size	2011 New Base Fee	Increased By	2012 New Base Fee
3/4"	\$9.41	\$0.00	\$9.41
1"	\$17.46	\$0.00	\$17.46
1 1/2"	\$45.67	\$0.00	\$45.67
2"	\$74.39	\$0.00	\$74.39
3"	\$151.33	\$0.00	\$151.33
4"	\$228.28	\$0.00	\$228.28
6"	\$454.67	\$0.00	\$454.67

Meter Size	2011 New Base Fee	Increased By	2012 New Base Fee
3/4"	\$11.59	\$1.50	\$13.09
1"	\$22.27	\$2.00	\$24.27
1 1/2"	\$55.74	\$3.00	\$58.74
2"	\$90.33	\$4.00	\$94.33
3"	\$182.99	\$6.00	\$188.99
4"	\$273.23	\$8.00	\$281.23
6"	\$537.33	\$12.00	\$549.33

RESOLUTION 02-12

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

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

WHEREAS, the City Council has determined that operating costs, including but not limited to personnel, purchase of energy and wholesale water have increased; and,

WHEREAS, the City Council has been advised by the South Santa Rosa Utility Board that the current base charges for wastewater and reclaimed services and volumetric rates for wastewater should be increased; and

WHEREAS, the City Council held a Public Hearing on Tuesday, January 3, 2012 on this matter.

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

SECTION 1: The sewer and reclaimed charges for the South Santa Rosa Utility System are hereby increased as listed in Exhibit 'A'. Said increase to be implemented commencing with bills produced after January 4, 2012.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this _____ day of _____, 2012.

Mayor

ATTEST

City Clerk

EXHIBIT 'A' Res. 02-12

PROPOSED WATER AND SEWER RATES SOUTH SANTA ROSA UTILITY SYSTEM

VOLUMETRIC RATES PER THOUSAND GALLONS

	Current	Increase	Proposed
Water	\$2.70	\$0.05	\$2.75
Sewer	\$4.02	\$0.00	\$4.02

Residential - Water Base Fee

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$12.90	\$1.00	\$13.90
1"	\$23.94	\$1.33	\$25.27
1 1/2"	\$62.62	\$2.00	\$64.62
2"	\$102.01	\$2.67	\$104.67
3"	\$207.52	\$4.00	\$211.52
4"	\$313.03	\$5.33	\$318.37
6"	\$623.48	\$8.00	\$631.48

Residential - Sewer Base Fee

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$14.11	\$1.50	\$15.61
1"	\$27.24	\$2.00	\$29.24
1 1/2"	\$68.52	\$3.00	\$71.52
2"	\$111.60	\$4.00	\$115.60
3"	\$227.25	\$6.00	\$233.25
4"	\$342.80	\$8.00	\$350.80
6"	\$681.17	\$12.00	\$693.17

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$23.82	\$1.00	\$23.82
1"	\$35.89	\$1.33	\$37.23
1 1/2"	\$80.57	\$2.00	\$82.57
2"	\$124.00	\$2.67	\$126.67
3"	\$242.28	\$4.00	\$246.28
4"	\$366.43	\$5.33	\$371.77
6"	\$724.56	\$8.00	\$732.56

Commercial - Sewer Base Fee*

Meter Size	2011 Base Fee	Increased By	2012 Base Fee
3/4"	\$31.17	\$1.50	\$32.67
1"	\$43.26	\$2.00	\$45.26
1 1/2"	\$88.59	\$3.00	\$91.59
2"	\$133.27	\$4.00	\$137.27
3"	\$255.97	\$6.00	\$261.97
4"	\$387.48	\$8.00	\$395.48
6"	\$763.03	\$12.00	\$775.03

*includes 3,000 gallons usage in base rate

Reclaimed Rates

	2009 Base Fee	Increased By	2011 Base Fee
	\$6.00	\$0.00	\$6.00

Memo

To: Edwin A. Eddy, City Manager

From: Vernon L. Prather, Director of Public Services *V.L.P.*

Date: December 23, 2011

Re: Interim Fuel Compressor for CNG Vans

Since we anticipate the delivery of 3 CNG vans several months prior to the completion of the main refueling station (completion late Spring 2012). We have developed an interim option to allow us to time-fill the vans using smaller compression equipment.

We researched the available equipment (both new and refurbished) and were able to obtain the following options for a Fuel Maker model FMQ-2-36 compression unit. These units are USA manufactured and the attached information describes the capacity of the units at .9 Gasoline Gallon Equivalent (GGE) per hour. We located other CNG compressors, but they were manufactured overseas and not in the U.S. Due to the special requirements for CNG there are a limited number of providers for this type of equipment.

Natural Fuels Solutions LLC Six weeks for Delivery	\$9,989 Each	Includes New Unit @ \$8,500 plus \$1,489 Shipping, and Training = \$9,989 Total
Zeit Energy Immediate Shipment	\$7,025 Each	Refurbished Unit @ \$6,050 plus \$975 for shipping and training = \$7,025 total 2 Units are available at \$14,050 Total

The refurbished units offer zero (0) hours rebuilt compressors and will be fully functional as a new unit. Since the refurbished compressor has zero (0) hours we should receive normal service before needing major maintenance again. We believe the refurbished units will provide adequate service for our application and once the larger station is completed, we plan to relocate one of the units to the WWTP to allow fueling of utility vehicles.

In addition, since the refurbished unit is available for immediate shipment as opposed to 6 weeks for new; our recommendation is to purchase both refurbished units for \$14,050 with funding assigned to capital from reserves of enterprise funds City Water 401, Natural Gas 402, and SSRUS 403.

Recommendation: City Council authorize staff to purchase 2 refurbished Fuel Maker model FMQ-2-36 for \$14,050 from Zeit Energy.



Price Layout

Zeit Energy would like to offer to you the units individually at a fix price or offer as a lease arrangement.

Unit #1:

- Used FMQ2-36
- Updated with 0 hour rebuilt compressor
- 15' Fill hose and single fill nozzle
- 4000 hour service interval on compressor.

Unit #2:

- Used FMQ2-36
- Updated with 0 hour rebuilt compressor
- 20' Fill hose and single fill nozzle
- 4000 hour service interval on compressor

Fix Cost: **\$6,050 each or both @ \$12,100** (cost plus 10%)

Lease arrangement: (minimum for 6 months)

One unit at **\$750/month**

Two units at **\$1,250/month**

Other:

- Building Permit, if required for installation
- Gas Pipe, 1 1/4" Scotch guard
- Concrete Slab, 24" x 24", if needed
- Plus Shipping & Handling



ZEIT ENERGY
CNG FUELING SERVICES

Technical Description

Fuel Maker Unit, Model FMQ2-36



Max Discharge PSIG Psi	Hourly Flow Rate GGE	Flow Rate scfm	Gas Inlet PSIG psi
3,600	0.9	1.9	1/4"

Small Q

Electrical:

- Electrical Supply 240 Volts AC, Single Phase, 60 Hz
- Full Load Amperage 7 Amps
- Average Power Consumption during fill 1.0 to 1.2 kWh
- Classification General Purpose

Mechanical:

- Dimensions (LxWxH) 21"x20"x39"
- Unit Weight 145 lbs.
- Ambient Temperature Rating -40 to +113 F
- Service Interval 4,000 Hrs. (prior to 2012)
- Required Distance From Storage 15 ft.
- Noise Level 49 dBa @16.5 ft.

HOME PRODUCTS INFORMATION YOUTUBE LINKS LINKS CONTACT

Say Goodbye to Gasoline

Cheap, Clean & American **WV CNG Inc.** is a West Virginia and Ohio FuelMaker Dealer

news **Natural Drive** AMERICA'S NEW NATURAL GAS (DRIVING SUSTAINABLE ENERGY) For More Information Call **800-559-0105**

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VAR Models



FuelMaker's full line of Vehicle Refueling Appliances (VRAs) provide an economical and convenient way to refuel over-the-road or in-plant natural gas vehicles. Four models are available, offering a wide range of refueling capabilities. All incorporate our proven and patented technologies. Individual models can be installed separately or together with other FuelMaker VRAs and accessories to meet the refueling needs of specific applications.

Benefits

- Low capital cost allows fleets of any size to realize the convenience & economic benefits of on-site natural gas refueling.
- Proven reliability, with thousands of satisfied customers worldwide.
- Built-in performance monitoring & diagnostics.
- 4,000-hour scheduled service intervals.
- Modular design for easy field servicing.
- Oil-free compression delivers uncontaminated fuel to the vehicle.
- Simple, inexpensive installation and site permit requirements.
- Accommodates applications for time-fill, fast-fill, or both.
- Indoor and outdoor refueling options.
- Quiet, automated and simple to operate.

Safety Features

- Certified as an appliance by the Canadian Gas Association, American Gas Association (International Approval Services) and other leading agencies around the world.
- Automatic shut-off in the event of a leak, hose damage or inadvertent drive-away.
- Electronic self-diagnostics to constantly monitor the VRA's operation, such as inlet pressure, outlet pressure, operating temperature and running time and to automatically shut down the refueling process if any abnormalities or faults are detected.
- Automatic electronic ambient temperature/pressure compensation to prevent overfilling of the vehicle cylinder.
- Many redundant electronic and mechanical measurement controls to ensure long periods of safe, unattended, reliable operation.

Simple Operation

Users of the FuelMaker System will appreciate how easy it is to operate. Under the time-fill method, initiating the refueling process is as simple as connecting the hose nozzle to the vehicle receptacle. From that point on,

Natural Fuels Solutions, LLC
(Shawn McCooey, President)
9480 Sunnybrook Dr.
Navarre, FL 32566
334-208-0458
www.naturalfuelssolutions.com

Attention: Mr. Harold Hatcher

22 Dec 2011

Budgetary Quote: NFS-FMQ-2-36

Quote Price	Product #	Detail	Unit Price	Net
1	FMQ-2-36	3600 PSI, 2- hose Refueling Unit	\$8,500.00	\$ 8,500.00
1	On site	Shipping, commissioning, training	\$1,489.00	<u>\$ 1,489.00</u>
			Sale Amount:	\$ 9,989.00

Comments: This quote includes delivery to your location, *FMQ-2-36* Commissioning, certified pressurization checkout, and operations training for the owner of the *FMQ-2-36*. Customer responsible for supplying the *FMQ-2-36* with a small concrete pad, 220V circuit and natural gas piping with .5 psig inlet pressure.

Payment Information: Please make checks payable to Natural Fuels Solutions, LLC or Wire Transfer.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Replacement Lift

DATE: December 28, 2011

A handwritten signature in blue ink, appearing to read 'Ron Pulley', is written over the printed name of the Director of Parks and Recreation.

The Parks & Recreation Department is in need of replacing their single man personnel lift. The current cost of repairs are greater than the value of the lift. This lift was purchased, used, for \$2,500, in April, 2006.

The Department uses this lift throughout the Recreation Center, tennis and basketball courts for a variety of maintenance activities including lighting, HVAC, nets, fencing and goal repair.

Staff have located a replacement, used lift at a local company. Staff also sought out and received quotes from two additional sources for the same model, similarly used, lift.

- | | |
|---|---------|
| 1. NES Rentals
Pensacola, FL | \$7,200 |
| 2. Coast 2 Coast Equipment
Cleveland, Ohio | \$6,250 |
| 3. RSC Rentals
Pensacola, FL | \$4,999 |

The need to replace this lift was not anticipated and therefore was not budgeted for FY 2012.

Recommendation

That Council authorize the use of reserve funds in the amount of four thousand, nine hundred and ninety-nine dollars (\$4,999) for the purchase of a replacement personnel lift from RSC Rentals, Pensacola, FL



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 12/30/2011

Subject: Update – Phase One – Underground Wiring

At the direction of the City Council, staff met with representatives of Gulf Power, Mediacom, AT&T and others that have wiring in the City installed on poles above ground. The purpose of the meeting was to begin to discuss and plan placing such wires underground.

The Gulf Power infrastructure is either distribution or service oriented. The wires that distribute electricity to multiple customers are more of a challenge to place underground. Generally, six-nine plastic conduits are placed in a bank parallel to the right-of-way. Wires are installed in a few of these and the remaining pipes serve as backup locations for new wire to be run if necessary. Placing this type of line underground is very expensive beginning with obtaining adequate easements and ending with the actual construction.

Separate conduits must be run far enough away to place the Mediacom, AT&T and other wires underground to complete the job.

There are 40-45 street lights along U.S. 98 in the City that are owned and maintained by Gulf Power that have a single "service" wire from pole to pole. A logical first phase of a program to place wiring underground may be to place these single purpose wires underground. Attached is a letter from Gulf Power regarding this matter. The estimated price is \$125,000 for the placement underground of about 4,200 feet of wires associated with about 43 lights.

The Council would then be able to step back and determine when and if we should proceed with phase II which would be reducing or eliminating lines that crossover 98. Phase III would be the major conduit work described earlier.

The estimate provided by Gulf Power would be subject to further evaluation and analysis.

RECOMMENDATION:

THAT THE COUNCIL APPROVE THE CONCEPT OF AN EXPENDITURE OF ABOUT \$125,000 TO ELIMINATE 4,200 FEET OF ABOVE GROUND STREET LIGHT WIRING AND REQUEST A MORE DETAILED ANALYSIS WITH A DEFINITIVE PRICE FROM GULF POWER.

Gulf Power Company
One Energy Place
Pensacola, Florida 32520
850-429-2600



December 15, 2011

City of Gulf Breeze
Mr. Edwin A. Eddy
PO Box 640
Gulf Breeze, Florida 32562-0640

Re: Gulf Breeze Street Light Underground Conversion along Highways 98/399

Dear Mr. Edwin A. Eddy,

Thank you for your inquiry regarding the conversion of Gulf Power Company's electrical facilities feeding street lights from overhead to underground along Highways 98 and 399. At the preliminary meeting, we discussed evaluating the street light overhead wiring along the entire area on Highway 98 from the Pensacola Bay Bridge to the west line of the National Park and also along Highway 399 to the Bob Sikes Bridge. An alternative option discussed at the meeting was to replace existing wooden street light poles with concrete or aluminum poles and change to different fixtures. Due to this being a FDOT roadway, the alternate option would require a complete redesign and would add significant expense. It was my understanding at the meeting that the City was looking for projects that would create the most impact at the lowest cost. In my opinion the original option meets those criteria.

The scope of the project that we evaluated was to convert existing overhead wiring feeding only Gulf Power street lighting to underground. The estimate provided assumes all conduits to be installed by directional boring. If this project moves forward, some cost savings could be realized in areas where trenching could be performed. Please note that our costs do not include provisions for obtaining easements or landscaping.

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. Any new electrical facilities relocated underground would have to be reimbursed by the concerned parties. It is strongly suggested that the city obtain easements from private property owners adjacent to the FDOT right of way.

The non-binding estimate for the scope of work described above is \$125,000. This includes converting facilities feeding approximately 43 street lights. This non-binding estimate is valid only for 180 days due to changes in material and labor.

Many details will have to be finalized, but I hope this information answers your immediate needs. If you have any questions, please contact me at 850-444-6838. I look forward to hearing from you.

Sincerely,

A handwritten signature in blue ink that reads "Kenneth L. Folsom". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth L. Folsom
Lighting Services Supervisor

Cc: Gary Sammons
Margaret Neyman
Scott Moore
Ellis Oswald



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 2/30/2011

Subject: Administrator- Red Light Camera Program

The City would benefit by appointing an individual to serve as Administrator of the Red Light Camera Program. The primary duties would include:

1. Monitor each violation to be sure each is processed according to policy and procedure, respond to specific and general citizen concerns about photo enforcement.
2. Monitor red light camera proceeds to be sure payments are received and accounted for. Provide regular reports to City Manager on Status of tickets issued and fund balance.
3. Liaison with Sensys to be sure camera equipment is working properly and maintenance/calibration is properly tracked and that contracts are followed.
4. Maintain contact with FDOT relative to the presence of equipment and signage in the FDOT right-of-way per proper permits.
5. Monitor actions at state policy level to determine the impact on photo enforcement, lobby as directed for City's interests.
6. Monitor available grants for law enforcement. Complete applications as directed.

Attached is a proposed contract for red light camera administration with Peter Paulding which was prepared by the City Attorney.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE RED LIGHT CAMERA ADMINISTRATOR AGREEMENT WITH PETER PAULDING.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 2011, by and between the CITY OF GULF BREEZE, a Florida municipal corporation, 1070 Shoreline Drive, Gulf Breeze, Florida 32562, (hereinafter "City"), and ROADWATCH MANAGEMENT, INC., a Florida corporation, 913 Gulf Breeze Parkway, Suite 5, Gulf Breeze, Florida 32561, (hereinafter "Contractor"), who may hereinafter be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, Contractor is in the business of providing to or on behalf of local governmental entities and law enforcement agencies various consulting, administrative, and management services in connection with numerous areas including but not limited to automated enforcement of traffic control laws.

WHEREAS, City currently operates at one intersection within the City an automated system of enforcing red light violations, and is contemplating the addition of other intersections to the automated red light enforcement program (hereinafter collectively the "Red Light Enforcement Program").

WHEREAS, the City desires to retain the services of an independent contractor to administer the Red Light Enforcement Program, provided that the independent contractor is qualified and experienced in such work.

WHEREAS, the City also desires to retain the services of an independent contractor to provide other consulting and administrative services including, but not limited to, seeking and securing grants for both law enforcement and non-law enforcement municipal services, consulting with respect to both law enforcement and non-law enforcement services, and other services as may be desired by the City Manager from time to time.

WHEREAS, Contractor is able to furnish unto City individuals who have significant experience, knowledge, and expertise in consulting, administration, and management of the aforementioned services desired by the City.

WHEREAS, Contractor, through its employees and representatives who are furnished to perform the services contemplated herein, agrees to provide the requested services to the City according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Description of Work:** Contractor shall furnish such qualified, experienced, and knowledgeable personnel as necessary to administer the Red Light Enforcement Program, to perform the functions and duties specified in the attached Exhibit "A," and to perform such other legally permissible and proper duties and functions as the City Manager may assign from time to time.

2. **Term:** This Agreement shall be effective and its term shall commence as of January 1, 2012, (the "Effective Date"), and shall continue in full force and effect for a period of one year.

This Agreement shall be automatically renewed and extended for successive one year periods unless, thirty (30) days prior to expiration of the then existing term, a Party provides written notice to the other Party of its intentions to terminate and/or not renew this Agreement upon expiration of the then existing term. The foregoing notwithstanding, this Agreement may be terminated as follows:

(a) *With Cause.* The City may terminate this Agreement "for cause" (as that term is defined below) at any time upon the City furnishing written notice to the Contractor of its intentions to terminate this Agreement for cause; or

(b) *Without Cause.* Either Party may terminate this Agreement without cause by providing the following advance written notice to the other Party of its intentions to terminate this Agreement without cause: (i) if either Party desires to terminate this Agreement, or an extension hereof, without cause within one (1) year of the Effective Date, the Party must provide the other Party six (6) months advance written notice of its intent to terminate this Agreement without cause and, during such six (6) month period, the Parties shall continue to adhere to and perform the terms set forth herein; (ii) if either Party desires to terminate this Agreement, or an extension hereof, without cause after one (1) year but within two (2) years of the Effective Date, the Party must provide the other Party four (4) months advance written notice of its intent to terminate this Agreement without cause and, during such four (4) month period, the Parties shall continue to adhere to and perform the terms set forth herein; (iii) if either Party desires to terminate this Agreement, or an extension hereof, without cause after two (2) years but within three (3) years following the Effective Date, the Party must provide the other Party two (2) months advance written notice of its intent to terminate this Agreement without cause, and during such two (2) month period, the Parties shall continue to adhere to and perform the terms set forth herein; and (iv) if either Party desires to terminate this Agreement, or an extension hereof, without cause after three (3) years following the Effective Date, the Party must provide the other Party thirty (30) days advance written notice of its intent to terminate this Agreement without cause and, during such thirty (30) day period, the Parties shall continue to adhere to and perform the terms set forth herein. The foregoing notwithstanding, the right to immediately terminate this Agreement for cause as contemplated in subparagraph (a), above, shall remain although one Party may have furnished to the other Party a notice of intent to terminate this Agreement without cause.

For purposes hereof, "for cause" shall mean malfeasance, misconduct, unethical behavior, or failure to perform the terms of this Agreement by the Contractor (or any of its employees, representatives, or agents) as reasonably determined by the City. The term "for cause" shall also include circumstances where there is a complete or significant reduction in revenues to the City from its Red Light Enforcement Program if the City reasonably determines that it is not economically efficient to pay Contractor the compensation contemplated herein.

In addition to the foregoing, in the event that (i) the City for any reason whatsoever discontinues or suspends its Red Light Enforcement Program, and/or (ii) there is any change in ownership of Contractor (e.g., sell, transfer, or additional issuance of stock, any change in shareholders, etc.) without the City's advance written approval, this Agreement shall automatically be terminated as of the date and time of such discontinuance and/or change in ownership, notwithstanding the failure of either Party to provide the advance written notice contemplated in the preceding paragraph.

3. **Relationship of the Parties:** The Parties intend that an independent contractor-customer relationship be established by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. However, those individuals furnished by Contractor to perform the services contemplated herein shall perform such work in accordance with currently accepted practices and pursuant to the guidelines applicable to the Red Light Enforcement Program and other services to be provided by Contractor. Neither Contractor nor any of its employees, agents, or representatives shall in any manner whatsoever be considered or deemed an employee of City for any purpose, and the Contractor as well as its employees, agents, and representatives are not entitled to any of the benefits which the City provides or may provide to its employees. It is understood that the City does not agree to use the Contractor exclusively and that the City may employ such personnel as it deems appropriate to provide any of the services contemplated herein.

4. **Compensation:** The City shall pay Contractor, for its services rendered pursuant hereto, the sum of Two Thousand and XX/100 Dollars (\$2,000.00) a month, to be paid on or before the last day of each month during the term of this Agreement, such compensation to be paid only so long as this Agreement remains in effect.

As reflected in the recitals, above, the City currently operates at one intersection within the City (i.e., the intersection of Daniel Drive and U.S. Highway 98) an automated system of enforcing red light violations, but is contemplating the addition of other intersections to the City's automated Red Light Enforcement Program. In the event that the City chooses to operate an automated system of enforcing red light violations at another intersection (e.g., the intersection of Hospital Road and U.S. Highway 98 and/or the intersection of Fairpoint Drive/Northcliff Drive and U.S. Highway 98), then the City shall pay Contractor for its services in administering the Red Light Enforcement Program with respect to such additional intersection(s) the sum of Two Hundred Fifty and XX/100 Dollars (\$250.00) a month for each additional intersection added to the Red Light Enforcement Program. The City's obligation to pay the additional amounts contemplated in this

paragraph shall commence as of the first day of the first month following the automated system of enforcing red light violations becoming fully operational at the other intersection(s) and the said additional compensation shall be paid on or before the last day of each month during the term of this Agreement, such additional compensation to be paid only so long as this Agreement remains in effect. Further, the City's obligation to pay the said additional sums contemplated in this paragraph shall remain in effect only for such periods of time that the automated system of enforcing red light violations remain fully operational at each additional intersection.

In addition to the foregoing, provided that such attendance is approved in advance by the City Manager, during the term hereof it is anticipated that Contractor will send one of its employees to attend the annual conventions of the Florida Chiefs of Police Association and the International Association of Chiefs of Police; and, additionally, if directed by the City Manager, Contractor shall arrange for one its employees to attend other meetings, conferences, and the like. The City will pay, in accordance with applicable laws and ordinances and policies of the City, the travel and subsistence expenses incurred or to be incurred by Contractor's employees in connection therewith.

Other than as expressly provided herein, Contractor shall be solely responsible for all expenses incurred in connection with its performance of its duties and obligations contemplated in this Agreement.

5. **Taxes:** Contractor shall be responsible for paying all taxes, including but not limited to social security tax (FICA), federal unemployment tax (FUTA), income withholding tax, or any other tax or charge associated with Contractor's performance hereunder, including all work performed by Contractor's employees, agents, and representatives. City shall be responsible only for providing Contractor with an IRS Form 1099 each calendar year.

6. **Performance of Work:**

(a) *Place of Work.* Services to be provided by Contractor pursuant to this Agreement shall be performed at such locations as Contractor deems appropriate, although it is recognized that files and other appropriate documents shall be primarily maintained at City's principal place of business.

(b) *Time Devoted to Work.* In the performance of the services contemplated herein, the hours Contractor or the personnel it furnishes are to work on any given day will be entirely within Contractor's control and the City will rely upon Contractor and such personnel to work such number of hours as is necessary to fulfill the spirit and purpose of this Agreement.

(c) *Employment of Personnel.* Contractor shall be responsible for providing experienced and qualified personnel to perform the services contemplated herein, and Contractor shall be responsible for and in full control of the work performed by such personnel. Any personnel furnished by Contractor to primarily perform the service of administering the Red Light

Enforcement Program shall have at least twenty (20) years experience as a head of a law enforcement agency and at least five (5) years experience as being primarily responsible for administration of a system of automated enforcement of traffic control laws.

(d) *Right of Supervision.* In the performance of the services contemplated herein, Contractor is an independent contractor with the authority to control and direct performance of the details of the work, with the City being interested only in the results obtained. However, the services contemplated herein must meet the approval of the City and must be subject to the City's general right of inspection and supervision to assure satisfactory completion thereof. The actual performance and superintendence of all work and services contemplated herein shall be by Contractor, but the City may designate a representative who shall at all time have access to inspect the work performed by Contractor in order to determine whether such work is being performed in accordance with the provisions hereof. Such representative(s) of the City shall be empowered to act for the City in all matters relating to the Contractor's performance of the work contemplated herein. Upon request of the City's representative, Contractor shall immediately make available and provide to such representative(s) the originals or copies of all records and documents of any nature relating to Contractor's performance of the services contemplated herein.

(e) *Public Records.* The Parties agree and acknowledge that Contractor will be performing services for the City which, but for Contractor's performance thereof, would be performed by personnel of the City. As such, all records generated or received by Contractor in connection with and/or in any manner related to the performance of the services for the City as contemplated herein shall be deemed public records pursuant to the Florida Constitution and Florida Statutes Chapter 119. Contractor shall comply with all requirements of applicable constitutional and statutory obligations relating to public records and shall not be entitled to any assistance or reimbursement of expenses from the City in connection therewith.

7. **Fiduciary Obligations:** The Parties recognize and acknowledge that by entering into this Agreement, the City has reposed unto Contractor special confidence and trust that Contractor will act in the best interests of the City. Contractor agrees, covenants, and commits that with respect to all actions and conduct of Contractor (including the actions and conduct of all individuals that Contractor furnishes to perform the services contemplated herein) that could have an effect upon the City, the Contractor and such individuals will act and conduct themselves in good faith and in the best interest of the City and its objectives, goals, intentions, and municipal purposes.

8. **Contractor's Performance of Services for Third Parties:** The Contractor agrees and acknowledges that the bulk of its knowledge and experience in administering, supervising, implementing, etc., an automated red light enforcement program or similar automated traffic control enforcement programs were generated by virtue of its President's prior employment as Chief of Police of the City. As such, although Contractor shall not be prevented from providing any services to a third party, in the event that Contractor or its President, Peter R. Paulding, (or any other business entity in which Peter R. Paulding has an ownership interest or for which he provides services similar to those contemplated in this Agreement) provides to a third party services that are

similar to those contemplated herein, the Parties agree that the City shall have the right to renegotiate the compensation terms contemplated herein and, in the event that the Parties are unable to reach agreement as to an appropriate adjustment to the compensation, either Party may terminate this Agreement without the thirty (30) day notice provision contemplated in paragraph 2, above, and such termination may be immediately effective. The Contractor and, by his separate joinder of this Agreement, Peter R. Paulding, individually, agree to provide immediate notice to the City Manager of any services which Contractor or which Peter R. Paulding, individually or through or in connection with any business entity in which Peter R. Paulding may have ownership interest or for which he renders such services, seek to render to a third party which are similar to those to be performed for the City as contemplated herein. Such notification to the City Manager of services to be performed for a third party must be provided to the City prior to commencement of such services for or on behalf of a third party.

9. **Miscellaneous:**

(a) *Assignment.* This Agreement shall not be assignable under any circumstance, in part or in whole, without the express prior written consent of both Parties.

(b) *Amendments.* This Agreement may not be amended without the express prior written consent of the Parties. Any amendment or purported amendment or modification to this Agreement without the express written consent of both Parties shall be ineffective and shall not be binding.

(c) *Notices.* Notices required pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, address as follows:

City: City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32562

Contractor: Roadwatch Management, Inc.
913 Gulf Breeze Parkway, Suite 5
Gulf Breeze, Florida 32561

As an alternative to mailing, notices required pursuant to this Agreement may be hand delivered. Notices shall be deemed as having been given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

(d) *Entire Agreement.* This Agreement supersedes all prior agreements, written or oral, and is intended to be a complete and exclusive statement of the terms of the Agreement between the Parties.

(e) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

(f) *Severability.* If any provisions, or portions thereof, contained in this Agreement are held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portions hereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

(g) *Counterparts.* This Agreement may be executed in duplicate original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

CITY OF GULF BREEZE, a Florida
municipal corporation

By: _____
Beverly Zimmern
Its: Mayor

Attest to by:

Marita Rhodes
Its: City Clerk

ROADWATCH MANAGEMENT, INC., a
Florida corporation

By: _____
Peter R. Paulding
Its: President

PETER R. PAULDING, Individually, joins in
this Agreement for the purposes contemplated
in Section 8 hereof.

Peter R. Paulding

EXHIBIT "A" - DESCRIPTION OF DUTIES

In addition to all services, obligations, responsibilities, and duties contemplated in this Agreement to be performed by Contractor for the benefit of the City, the Contractor shall also perform and undertake the following:

1. The Contractor shall identify grant opportunities for the City and, if authorized by the City Manager to do so, the Contractor shall effectively and promptly pursue and secure such grant opportunities, including the completion of grant applications.
2. The Contractor shall have primary responsibility, subject to the direction of the City Manager and the Chief of Police, for efficient and cost effective implementation of all aspects of the City's red light camera operations, including but not limited to the following:
 - (a) Assuring complete and proper performance of all aspects of that certain Agreement dated as of October 18, 2010, by and between Sensys America, Inc., and the City of Gulf Breeze, including the performances thereof by both parties thereto;
 - (b) In the event that the City's aforesaid Agreement with Sensys America, Inc., is terminated, the Contractor shall have primary responsibility for implementing and administering all aspects of any agreement with a replacement vendor, including assurance of performance thereof by the parties thereto;
 - (c) In the event that the City enters into a contract with another vendor to provide additional services beyond those contemplated in the agreements referenced in the preceding subparagraph (a) and (b), the Contractor shall have primary responsibility for implementing all aspects of such agreements, including assurance of performance thereof by the parties thereto.
 - (d) The Contractor shall be the primary liaison and point of contact between the City and Sensys America, Inc. (and any other vendor providing services, equipment, or operations) relating in any manner to detection, enforcement, processing, and administration of red light violations;
 - (e) The Contractor shall have primary responsibility to assure that all Traffic Infraction Detectors (as that term is defined in the aforesaid Agreement between Sensys America, Inc., and the City of Gulf Breeze) are properly and efficiently operating and, in the event of a failure or deficiency of such Traffic Infraction Detectors, the Contractor shall undertake such efforts as necessary so as to cause and effectuate the prompt repair, replacement, and/or maintenance thereof;
 - (f) The Contractor shall be primarily responsible for conducting, implementing, and fulfilling all public awareness and public education notifications and requirements

that are imposed upon the City by applicable law, including notification to the public that traffic infraction devices may be or are in use in the City and assuring that all signage used to notify the public complies with the specifications of the Florida Department of Transportation;

- (g) The Contractor shall have primary responsibility for assuring the prompt and efficient operation of all "Back-Office Software" (as that term is contemplated in the aforementioned Agreement between Sensys America, Inc., and the City of Gulf Breeze), including responsibility to insure that the Back-Office Software performs, operates, and functions in a manner that is satisfactory to the City for purposes of processing notifications and citations, and performing all back-office services for the efficient processing, tracking, and enforcement of red light violations (i.e., violations of Florida Statutes §316.075(1)(c)) detected through the use of a Traffic Infraction Detector;
- (h) The Contractor shall have primary responsibility for all training of City employees and representatives in the proper operation of the detection and processing systems contemplated in the aforesaid Agreement between Sensys America, Inc., and the City;
- (i) The Contractor shall have primary responsibility for assuring that all expert witness testimony as may reasonably be needed regarding the accuracy and technical operation of the Traffic Infraction Detectors is furnished in connection with any prosecution or enforcement of a violation of Florida Statutes §316.075(1)(c) detected through the use of a Traffic Infraction Detector;
- (j) The Contractor shall be primarily responsible for conducting workshops and orientation sessions for judges, hearing officers, court personnel, clerks, prosecutors, FDOT personnel, and others involved in efforts to regulate, detect, process, and/or enforce violations of Florida Statutes §316.075(1)(c) detected through the use of Traffic Infraction Detectors;
- (k) The Contractor shall periodically analyze and report to the City Manager on the economic efficiency and effectiveness of the City's red light camera operations, including analysis of costs incurred by the City in comparison with revenues realized by the City in connection with such operations;
- (l) The Contractor shall be primarily responsible for the initial review of information generated by the Traffic Infraction Detectors of possible violations of Florida Statutes §316.075(1)(c) to determine whether such information is suitable for processing;
- (m) The Contractor shall have primary responsibility for the efficient and cost-effective implementation of all back-office services to be performed by the City in connection

with a violation of Florida Statutes §316.075(1)(c) detected through the use of a Traffic Infraction Detector; and

- (n) The Contractor shall be primarily responsible for assuring that all violations of §316.075(1)(c) detected through the use of a Traffic Infraction Detector are processed and administered strictly in accordance with the requirements of applicable law.
- 3. The Contractor shall be available upon request of the City Manager to consult and render advice and recommendations regarding subject matters within Contractor's areas of expertise, including but not limited to law enforcement matters.
- 4. The Contractor shall promptly and efficiently perform all such other duties and undertakings as directed by the City Manager.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: December 27, 2011

SUBJECT: Community Block Development Grant - American Recovery & Reinvestment Act of 2009 Update

The City was awarded \$530,194 from the CDBG program to add 28 homes to sanitary sewer on York Street and resurface McClure, Roberts, Shirley Drives and a portion of Joachim, east of St. Ann Church. This project is 95% complete and moving rapidly to a close.

All the resurfacing work on McClure, Roberts, Shirley and Joachim is complete. There is still some manhole work to be done. The manholes will be raised by fitting a collar on top (becoming flush with the road).

All the sewer work on York has been completed and the houses have all been connected to the sewer line as of last Friday (12/23/2011). York has also been resurfaced in the project work area. There is still some manhole work to be done. The manholes will be raised by fitting a collar on top (becoming flush with the road). Restoration of the properties and right-of-way is scheduled to be completed within the next few weeks.

**COMMUNITY REDEVELOPMENT AGENCY
BOARD OF DIRECTORS**

JANUARY 3, 2012
TUESDAY - 6:30 P.M.
COUNCIL CHAMBERS

**THIS MEETING WILL BE HELD AT THE END OF THE
REGULAR CITY COUNCIL MEETING**

- A. Discussion and Action Regarding Payment of \$2,497.50 to Quality Investments and Brokerage, Inc.

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: 11/27/2011

**Subject: Meeting of the Community Redevelopment Board of Directors, January 3, 2012.
Authorize Payment of \$2,497.50 to Quality Investments**

The City utilized the services of Brian DeMaria of Quality Investments and Brokerage, Inc. relative to the Live Oak Shopping Center during the September October time frame. We received a bill for these services on December 12, 2011.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON JANUARY 3, 2012 AND AUTHORIZE PAYMENT OF \$2,497.50 TO QUALITY INVESTMENTS AND BROKERAGE, INC.

RECEIVED

DEC 12 2011



Quality Investments & Brokerage Inc.

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December 9, 2011

Mr. Buzz Eddy
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32561

Re: Live Oak Plaza

Dear Buzz:

I hope this finds all well on your end as we wind up 2011. I trust things are moving forward with Live Oak pursuant to our last conversation on the property in October.

In order to finalize my billing for the year on the project, please find attached a summary of hours from September 2nd to October 18th 2011.

It was a pleasure working with the City of Gulf Breeze on this and if I can be of further assistance on this or any other project please do not hesitate to give me a call.

Sincerely,
Quality Investments & Brokerage Inc.

A handwritten signature in cursive script that reads "Brian DeMaria".

Brian DeMaria, President

