

**GULF BREEZE CITY COUNCIL  
EXECUTIVE SESSION**

JUNE 13, 2012  
WEDNESDAY 6:30 P.M.  
COUNCIL CHAMBERS

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Quarterly Winners, Beautification Awards
- B. Discussion and Action Regarding Ordinance No. 05-12, Amending Section 19.281 of the Code of Ordinances Relative to Utility Deposits
- C. Discussion and Action Regarding Special Event Request, Coast Community Church, Wednesday, July 4, 2012
- D. Discussion and Action Regarding Repair/Refinish to Outdoor Basketball Courts
- E. Discussion and Action Regarding (1) South Sunset Repaving Project; (2) Resurfacing of Water Plant Road and (3) Paving/Drainage Improvements - North Sunset Boulevard
- F. Discussion and Action Regarding Request from Police Department for Replacement of City Wide Surveillance Cameras
- G. Discussion and Action Regarding Replacement of Public Access to Automated External Defibrillators (AED) (City Hall and Recreation Center)
- H. Discussion and Action Regarding (1) Payment of Dues - West Florida Regional Planning Council - TPO and (2) Payment of Dues - Bay Area Resource Council
- I. Discussion and Action Regarding Capital Trust Agency Board
- J. Discussion and Action Regarding Offer to Purchase, 401 Gulf Breeze Parkway
- K. 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.**

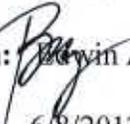
**The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair.**



# *City of Gulf Breeze*

## Memorandum

**To:** Mayor and City Council

**From:**  Bryan A. Eddy, City Manager

**Date:** 6/8/2012

**Subject: Quarterly Winners, Beautification Awards**

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Ellie Ackley and the Beautification Committee are prepared to announce the winners of the quarterly beautification awards at the June 18<sup>th</sup> Council meeting. The list of the winners is attached.

District	<b><i>Beautification Award Winners for June 2012</i></b>		
Dist. 1 Julie	James & Marie Boykin	409 Cumberland Ave	Gulf Breeze, FL
Dist. 2 Ellie	William & Ann Hunt	110 Highpoint Dr.	Gulf Breeze, FL
Dist. 3 Lynn	Bonnie Hammer	2 Poinciana Drive	Gulf Breeze, FL
Dist. 4 Lorie	Pam Halstead	585 Bay Cliff Circle	Gulf Breeze, FL
Dist. 5 Shirley	Matthew & Sheryl Dunne	205 Williamsburg Dr	Gulf Breeze, FL



# *City of Gulf Breeze*

## Memorandum

**To:** Mayor and City Council

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

**Date:** 6/7/2012

**Subject: Ordinance 05-12, Amending Section 19.281 of the Code of Ordinances Relative to Utility Deposits**

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The City Council approved Ordinance 05-12 on First Reading on June 4<sup>th</sup> and set the Public Hearing and Second Reading for June 18<sup>th</sup>.

The purpose of this Ordinance is to make the process and charges due for utility deposits more competitive with other utilities and more reflective of the need to recover unpaid amounts.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON ORDINANCE 05-12 ON JUNE 18<sup>TH</sup> AND APPROVE THE ORDINANCE ON SECOND AND FINAL READING.**

## ORDINANCE 05-12

### A ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO THE COLLECTION OF DEPOSITS FOR NATURAL GAS SERVICE TO COMMERCIAL CUSTOMERS, AMENDING SECTION 19-281 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE..

**WHEREAS**, the City of Gulf Breeze offers natural gas service to commercial customers both within and outside of its incorporated limits; and,

**WHEREAS**, the City of Gulf Breeze requires that all service be secured by a form of deposit or security; and,

**WHEREAS**, the City Council desires to modify the deposit and security requirements to reflect current conditions in the natural gas market and facilitate the addition of large natural gas commercial customers;

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

**SECTION 1** - Section 19-281 is hereby amended to read as follows:

(c) Gas utility deposits.

- (1) No connection shall be made to the City's natural gas system until a deposit therefore has been paid to the City by the prospective gas service user in the amount as set forth in the utility deposit schedule in the city clerk's office and in accordance with the rules and regulations approved by the City Council applicable thereto. The rules and regulations adopted pursuant to this subsection shall provide a charge for making any such connections to the natural gas system in such a reasonable amount as the City Council may determine. No connection shall be made to the city natural gas system until a deposit has been made to the city by the prospective gas service user in the minimum which is on file in the city clerk's office nor more than an amount not to exceed two months' estimated usage in accordance with rules and regulations which shall be adopted from time to time by the city council. The rules and regulations adopted pursuant to this subsection shall provide a charge for making any such connections in such a reasonable amount as the city council may determine.
- (2) The city council may provide that there be no connection charge or tap fee for connections to the gas system.
- (3) The city shall be entitled to recover the cost of making any connection, together with reasonable penalties, interest and attorney's fees, by suit in any court of competent jurisdiction. In addition and as an alternative means of collecting such cost of making connections, the city shall have a lien on such lot or parcel of land for such cost, which lien shall be of equal dignity with the lien of state, county and municipal taxes. Such lien may be foreclosed by the city in the same manner provided by state laws for the foreclosure of mortgages upon real estate.
- (4) Each dwelling unit in an apartment house shall be considered as a separate consumer under this division and shall be separately metered and billed.

**ORDINANCE 05-12**  
**PAGE TWO**

- (d) Utility deposit increases. If any customer account is on the cutoff list more than twice in any 12-month period, the city manager is authorized to increase the amount of deposit to cover an average usage of total city utilities services, including water, sewer, gas and refuse collection, for a period of two months.
- (e) Bond as utility deposit. In the event that the calculation of water, sewer and/or gas utility deposits referenced in the preceding section results in a utility deposit in excess of \$5,000.00 for a single commercial or residential utility account, the owner or individual is whose name the utility account is registered may place a bond, letter of credit, certificate of deposit, or other guarantee, in a form acceptable to the city in lieu of the cash deposit required herein.

**SECTION 2 – SEVERABILITY**

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

**SECTION 3 – CONFLICT**

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

**SECTION 4 – EFFECTIVE DATE**

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

**PASSED ON THE FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**ADVERTISED ON \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**PASSED ON THE SECOND READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

BY: \_\_\_\_\_  
Beverly Zimmern, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Marita Rhodes, City Clerk



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief *RH*

Ref: Special Event Application

Date: June 05, 2012

The Coast Community Church has submitted an application to give away hotdogs and non alcoholic beverages on the 4<sup>th</sup> of July. The Church would like to set up two or three tents at Wayside Park (boat ramp side). They want to give out hot dogs and soda to people gathered there to watch the Pensacola fireworks. Additionally, if there is any problems they can assist the department by letting us know if people are starting to get out of hand. There would be no cost or additional manpower for the City.

**RECOMMENDATION:** That the City Council approve the application.





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

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

**Chief Robert Randle  
Deputy Chief Rick Hawthorne**

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

### **City of Gulf Breeze Special Event**

Packet Includes:

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

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

The Gulf Breeze Police Department  
311 Fairpoint Drive  
Gulf Breeze, FL 32561

At least (30) days prior to the special event

Scott Welch      6/5/2012  
Applicant's Signature      Date



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

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

***Chief Robert Randle  
Deputy Chief Rick Hawthorne***

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

### **City of Gulf Breeze**

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

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

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.
- (h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

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

Scott Welch 6/5/2012  
Applicant's Signature                      Date

[Signature] 6-5-12  
Police Department's Approval      Date

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

6-5-2012  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Coast Community Church  
Address 3141 Gulf Breeze Parkway / Gulf Breeze, FL 32563

2. PERSON REQUESTING PERMIT:

Name Scott Welch  
Address 4180 April Rd. / Pensacola, FL 32504  
Phone 850-207-1803

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

Name Scott Welch  
Address 4180 April Rd. / Pensacola, FL 32504  
Phone 850-207-1803

4. DATE, HOURS AND LOCATION OF EVENT:

July 4, 2012 / 4pm - 10pm / Wayside Park (Pier-side) Gulf Breeze, FL

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Giving away Hotdogs, Free Non-Alcoholic Beverages (soda + water), providing music. Not a fund raising event. Attendance 200-300. We will have 2-3 tents.

Scott Welch / 6/5/2012  
Applicant's Signature/Date

[Signature] 6-5-12  
Police Department's Approval/Date

\_\_\_\_\_  
City Manager's Approval/Date



# City of Gulf Breeze

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/7/2012

**Subject: Repair / Refinish Outdoor Basketball Courts**

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The outdoor basketball courts located near the intersection of South Sunset and Shoreline are in need of repair and recoating. The finish is nearly worn off and there are cracks that need to be patched. This facility is a well used facility for all ages.

We obtained a price from the contractors that are repairing and recoating the tennis courts in order to save mobilization costs and in order to have tennis and basketball courts on the same schedule.

American Tennis of Mobile, Alabama will clean the courts thoroughly, repair cracks and indentions and then resurface and restripe the courts with multiple coats of a wearing surface that meets industry standard.

The total price for this work is \$3,817. We propose to fund this project from the Capital fund established after each fiscal year for projects outside the normal budget. We recently moved funding of the South Sunset projects from this fund to the FEMA Alternate Project list which left a surplus in the Capital projects fund.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE RESURFACING OF THE OUTDOOR BASKETBALL COURTS AT SHORELINE PARK TO BE COMPLETED BY AMERICAN TENNIS OF MOBILE, ALABAMA FOR \$3,817.**



# City of Gulf Breeze

## Memorandum

**To:** Mayor and City Council

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

**Date:** 6/6/2012

**Subject:** **1. South Sunset Repaving Project**  
**2. Resurfacing of Water Plant Road**  
**3. Paving/Drainage Improvements – North Sunset**

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The project to rebuild South Sunset, which includes adding a bike path to both sides of the travel lanes and replacement of sewer laterals, is nearly complete. We have two (2) change orders to consider.

First, we would like to widen the northern driveway entrance to Shoreline Park that serves the frisbee golf course, the softball fields and the Recreation Center. The original plans called for a fourteen (14) foot wide entrance with no ribbon curb for stability. We would like to increase the width of this drive to twenty (20) feet and add ribbon curbing.

**Total Cost: \$2,832.00**

Second, we would like to overlay with a finish course of asphalt a section of Poinciana from South Sunset east to Loruna. This section has been patched regularly. A “cleaner” place for the end of the new paving would be the intersection of Poinciana and Loruna as opposed to just adjacent to South Sunset.

**Total Cost: \$21,683.00**

Finally, at citizen request, we looked at fixing up the intersection of North Sunset and Fairpoint to match the other side which is being improved through this project. We would add curbing and widen the turning radius. We would also add drainage inlets and exfiltration facilities for storm water. We have considerable ponding at this intersection that would be made worse by the addition of a better turning radius (more pavement) and curbing.

**Total Cost: \$28,912.00**

These three (3) changes have a total cost of \$53,427.00 that would be submitted to FEMA for funding as part of the South Sunset project.

We also asked the contractor for the South Sunset job for a price to resurface the Water plant road which is located on the north side of Gulf Breeze Parkway just east of Parkway Animal Hospital. The short street connects U.S. 98 to the hospital property and a Gulf Power substation. We have previously left the street in disrepair because we believed it belonged to another entity.

***Total Cost: \$67,490.00***

This project could be funded from the Community Redevelopment Agency fund.

Our engineer, Ken Horne, has reviewed the contractor's submittal and recommends approval. The added work for the engineer warrants an increase of his fee by \$5,200.00.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE CHANGE ORDERS TO THE SOUTH SUNSET PROJECT FOR WIDENING THE NORTHERN PARK ENTRANCE (\$2,832); ADDING AN ASPHALT OVERLAY ON POINCIANA UP TO LORUNA (\$21,683); AND PAVING/DRAINAGE IMPROVEMENTS AT NORTH SUNSET AND FAIRPOINT (\$28,912) FOR A TOTAL COST OF \$53,427 TO BE FUNDED AS PART OF THE FEMA PROJECT AND THE RESURFACING OF THE WATER PLANT ROAD FOR A TOTAL COST OF \$67,490 TO BE FUNDED FROM THE CRA. IN ADDITION, THE FEE TO KEN HORNE AND ASSOCIATES SHOULD BE INCREASED BY \$5,200 (PRO RATA SHARE TO BE FUNDED BY FEMA AND CRA).**



Kenneth Horne & Associates, Inc.  
CIVIL ENGINEERS

June 6, 2012

Mr. Thomas Lambert  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

Re: South Sunset Blvd. Improvements  
Change Order Numbers 2-5

Dear Mr. Lambert:

Enclosed are copies of proposals for City Change Orders for the subject project. The favorable market conditions that we are currently experiencing resulted in lower than expected costs for the base bid work. Therefore, you have requested that we evaluate several potential add-ons to meet other infrastructure needs that require the same skill set as those in the base bid. A table is provided below with a brief description of the tasks considered for addition to the current contract by Change Order.

CO #	Description	Amount	Status
1	Add Swr Clean-outs at property line & sidewalk mods	\$4,447.29	Approved
2	Widen driveway to City park	\$2,831.98	Pending
3	Overlay Poinciana through Laruna Dr. intersection	\$21,683.00	Pending
4	Weil Plant Road Improvements	\$67,490.00	Pending
5	North Sunset Improvements	\$28,912.00	Pending

A summary of the current Contract amount and completion times along with changes resulting from the proposed change orders is attached along with copies of the detailed breakdown of the Contractor's proposals for each task.

We have reviewed the change orders and found them to be reasonable for the scope of work proposed in each. We recommend approval in the amounts submitted.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

Kenneth C. Horne, P.E.  
President

City of Gulf Breeze  
 South Sunset Boulevard Improvements  
 Contract and Change Order Summary

	Original Contract	Change Order No. 1	Change Order No. 2	CO - Polinciana Overlay	CO - Well Plant Road	CO - North Sunset Imp.
Contract Amount	\$446,515.00					
Cost Added		\$4,447.29	\$2,831.98	\$21,683.00	\$67,490.00	\$28,912.00
New Contract Amount	\$446,515.00	\$450,962.29				\$571,879.27
Contract Time						
Substantial Completion (days)	120					
Time Added (days)		3	2	7	30*	14*
New Substantial Completion		123				
Final Completion (days)	30	0	0	0	14*	7*

I & all options taken.

\* The time added for completion of these line items would have no impact on the completion schedule for the primary portion of the work.

CHANGE ORDER REQUEST #2

DATE: 6/5/2012

PROJECT: SOUTH SUNSET BLVD. IMPROVEMENTS

CONTRACTOR: RADFORD AND NIX CONSTRUCTION, LLC  
ADDRESS: 7014 PINE FOREST ROAD  
PENSACOLA, FLORIDA 32526

ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	UNIT PRICE	TOTAL
1	SUBGRADE PREP	70	SY	\$1.25	\$ 87.50
2	6" AGGREGATE BASE	70	SY	\$11.90	\$ 833.00
3	1-1/2" TYPE SP-12.5 ASPHALT	70	SY	\$6.70	\$ 469.00
4	RIBBON CURB	100	LF	\$14.00	\$ 1,400.00
5	BOND	1	LS	\$42.48	\$ 42.48
TOTAL THIS CHANGE					<b>\$ 2,831.98</b>

ORIGINAL CONTRACT AMOUNT	\$ 446,515.00
PREVIOUS CHANGE ORDERS TO DATE	\$ 4,447.29
REVISED CONTRACT AMOUNT	<u>\$ 453,794.27</u>

We request two (2) additional calendar days to perform the additional work associated with this Change Order Request.

**RADFORD and NIX CONSTRUCTION, LLC**  
7014 PINE FOREST ROAD  
Pensacola, FL 32526  
Phone: 850-944-8296; Fax: 850-944-8297

PROJECT: POINCIANA  
DATE: MAY 24, 2012  
OWNER: CITY OF GULF BREEZE  
ENGINEER: KENNETH HORNE & ASSOCIATES  
LOCATION: GULF BREEZE, FL  
QUOTATION FOR: OWNER

RADFORD AND NIX IS PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE ABOVE REFERENCED PROJECT. ITEMS INCLUDED ARE AS FOLLOWS:

ITEM NO.	ITEM DESCRIPTION	APPROX QUAN	UNIT	UNIT PRICE	APPROX TOTAL
1	MOBILIZATION	1	LS	\$ 3,910.00	\$ 3,910.00
2	GENERAL CONDITIONS	1	LS	\$ 1,291.05	\$ 1,291.05
3	M.O.T.	1	LS	\$ 500.00	\$ 500.00
4	CONSTRUCTION LAYOUT	1	LS	\$ 500.00	\$ 500.00
5	CONSTRUCTION TESTING	1	LS	\$ 1,035.00	\$ 1,035.00
6	SAWCUT ASPHALT.	72	LF	\$ 2.00	\$ 144.00
7	REMOVE EX. ASPHALT	61	SY	\$ 2.70	\$ 164.70
8	GRADING	61	SY	\$ 5.00	\$ 305.00
9	SUBGRADE PREP	61	SY	\$ 3.50	\$ 213.50
10	6" AGGREGATE BASE	61	SY	\$ 16.00	\$ 976.00
11	1" MILLING	1007	SY	\$ 3.60	\$ 3,625.20
12	1-1/2" SP-12.5 ASPHALT	1068	SY	\$ 6.70	\$ 7,155.60
13	PETROMAT	1007	SY	\$ 1.85	\$ 1,862.95
TOTAL					\$ 21,683.00

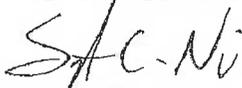
Notes:

1. ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED.
2. REMOVAL & REPLACEMENT OF UNSUITABLE MATERIALS IS EXCLUDED.
3. PRICE IS BASED ON PLANS BY KENNETH HORNE SHEET C-101, DATED 1/02/12.
4. EROSION CONTROL ITEMS ARE EXCLUDED.
5. NOI PERMIT & MONITORING IS EXCLUDED.
6. ALL PERMITS ARE EXCLUDED.
7. IF APPROVAL IS GRANTED IN TIME FOR WORK TO BE PERFORMED ALONG WITH SOUTH SUNSET PAVING (JUNE 8) YOU MAY DEDUCT MOBILIZATION ITEM \$3,910.
8. WE REQUIRE SEVEN (7) ADDITIONAL CALENDAR DAYS TO PERFORM THE WORK.

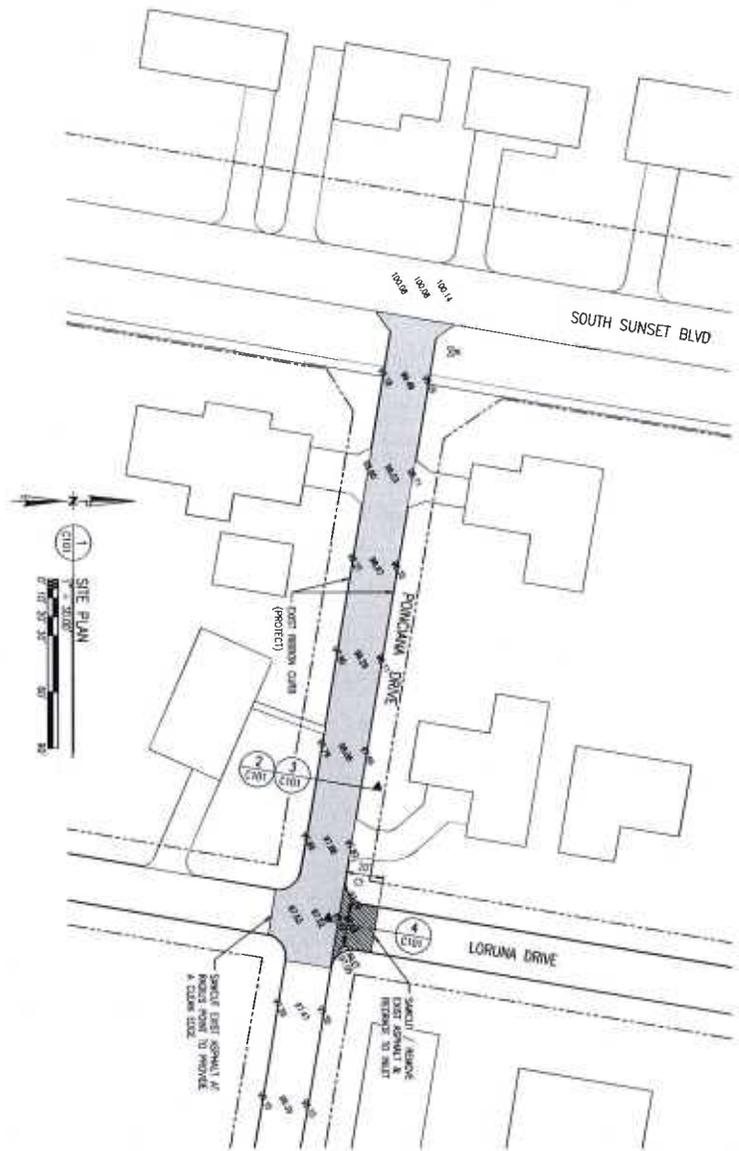
THIS PRICE MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL.

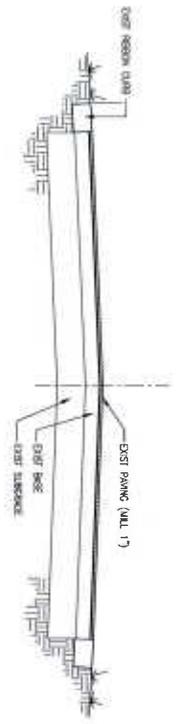
RADFORD AND NIX CONSTRUCTION, LLC



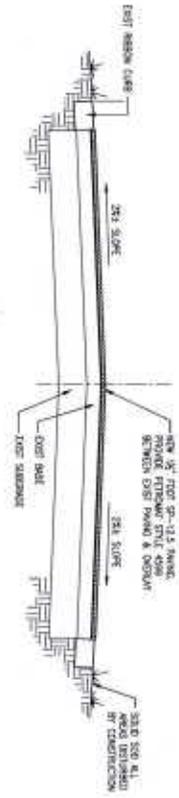
STEPHEN C. NIX  
VICE PRESIDENT



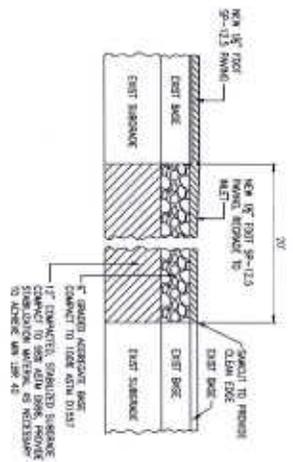
**2** (CUT) (CUT)  
**EXISTING MILLING SECTION**  
 1" = 50'-0"



**3** (CUT) (CUT)  
**NEW PAVING OVERLAY SECTION**  
 1" = 50'-0"



**4** (CUT) (CUT)  
**NEW PAVING & BASE SECTION**  
 1" = 50'-0"



DATE	1/15/2010
DESIGNED BY	CDP
CHECKED BY	CDP
IN CHARGE	CDP
PROJECT NO.	2010-10
SHEET NO.	10

THE CITY OF GULF BREEZE  
 SOUTH SUNSET BLVD IMPROVEMENTS  
 POINCIANA DRIVE OVERLAY  
 SANTA ROSA COUNTY FLORIDA



**Kenneth Horne & Associates, Inc.**  
 CIVIL ENGINEERS  
 PO BOX 10669, PENSACOLA, FLORIDA 32504  
 7201 N. 9TH AVENUE, SUITE 6, PENSACOLA, FLORIDA 32504  
 (850) 471-9005 info@kh-a.com FAX (850) 471-0093  
 FL. CERTIFICATE OF AUTHORIZATION NO. 8280

DATE	08/17/10
DESIGNED BY	CDP
CHECKED BY	CDP
IN CHARGE	CDP

NO.	DATE	REVISIONS

THIS DRAWING IS THE PROPERTY OF KENNETH HORNE & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED IN WHOLE OR IN PART, IF IT IS NOT TO BE USED ON ANY OTHER PROJECT AND IS TO BE RETURNED UPON REQUEST.

**RADFORD and NIX CONSTRUCTION, LLC**  
7014 PINE FOREST ROAD  
Pensacola, FL 32526  
Phone: 850-944-8296; Fax: 850-944-8297

PROJECT: WELL PLANT ROAD  
DATE: JUNE 5, 2012  
OWNER: CITY OF GULF BREEZE  
ENGINEER: KENNETH HORNE & ASSOCIATES  
LOCATION: GULF BREEZE, FL  
QUOTATION FOR: OWNER

RADFORD AND NIX IS PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE ABOVE REFERENCED PROJECT. ITEMS INCLUDED ARE AS FOLLOWS:

ITEM NO.	ITEM DESCRIPTION	APPROX QUAN	UNIT	UNIT PRICE	APPROX TOTAL
1	MOBILIZATION	1	LS	\$ 3,815.00	\$ 3,815.00
2	GENERAL CONDITIONS	1	LS	\$ 1,014.80	\$ 1,014.80
3	M.O.T.	1	LS	\$ 2,675.00	\$ 2,675.00
4	CONSTRUCTION LAYOUT	1	LS	\$ 2,000.00	\$ 2,000.00
5	CONSTRUCTION TESTING	1	LS	\$ 1,000.00	\$ 1,000.00
6	SAWCUT ASPHALT	200	LF	\$ 1.50	\$ 300.00
7	REMOVE EX. ASPHALT	1100	SY	\$ 1.50	\$ 1,650.00
8	REMOVE EX. CONCRETE	20	SY	\$ 8.00	\$ 160.00
9	GRADING	1100	SY	\$ 2.85	\$ 3,135.00
10	SUBGRADE PREP	1100	SY	\$ 1.70	\$ 1,870.00
11	6" AGGREGATE BASE	1100	SY	\$ 12.70	\$ 13,970.00
12	1-1/2" SP-12.5 ASPHALT	1100	SY	\$ 6.70	\$ 7,370.00
13	PETROMAT	1100	SY	\$ 1.85	\$ 2,035.00
14	1-1/2" SP-9.5 ASPHALT	1100	SY	\$ 6.90	\$ 7,590.00
15	RIBBON CURB	1039	LF	\$ 14.00	\$ 14,546.00
16	TYPE F CURB & GUTTER	78	LF	\$ 15.00	\$ 1,170.00
17	6" CONCRETE DRIVEWAY	31	SY	\$ 43.20	\$ 1,339.20
18	BOLLARDS	2	EA	\$ 450.00	\$ 900.00
19	ADJUST EX. MANHOLE	1	EA	\$ 500.00	\$ 500.00
20	ADJUST EX. VALVE BOX	1	EA	\$ 450.00	\$ 450.00
PRICE TOTAL					<b>\$ 67,490.00</b>

Notes:

1. ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED.
2. REMOVAL & REPLACEMENT OF UNSUITABLE MATERIALS IS EXCLUDED.
3. PRICE IS BASED ON PLANS BY KENNETH HORNE SHEET C-101, DATED 2/21/12.
4. EROSION CONTROL ITEMS ARE EXCLUDED.
5. NOI PERMIT & MONITORING IS EXCLUDED.
6. ALL PERMITS ARE EXCLUDED.
7. WE REQUIRE THIRTY (30) ADDITIONAL CALENDAR DAYS TO PERFORM THE WORK.

THIS PRICE MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL.

RADFORD AND NIX CONSTRUCTION, LLC

*S C Nix*  
STEPHEN C. NIX  
VICE PRESIDENT



**RADFORD and NIX CONSTRUCTION, LLC**  
**7014 PINE FOREST ROAD**  
**Pensacola, FL 32526**  
**Phone: 850-944-8296; Fax: 850-944-8297**

PROJECT: NORTH SUNSET  
 DATE: JUNE 5, 2012  
 OWNER: CITY OF GULF BREEZE  
 ENGINEER: KENNETH HORNE & ASSOCIATES  
 LOCATION: GULF BREEZE, FL  
 QUOTATION FOR: OWNER

RADFORD AND NIX IS PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE ABOVE REFERENCED PROJECT. ITEMS INCLUDED ARE AS FOLLOWS:

ITEM NO.	ITEM DESCRIPTION	APPROX QUAN	UNIT	UNIT PRICE	APPROX TOTAL
1	MOBILIZATION	1	LS	\$ 4,550.00	\$ 4,550.00
2	GENERAL CONDITIONS	1	LS	\$ 796.60	\$ 796.60
3	M.O.T.	1	LS	\$ 900.00	\$ 900.00
4	CONSTRUCTION LAYOUT	1	LS	\$ 500.00	\$ 500.00
5	CONSTRUCTION TESTING	1	LS	\$ 1,000.00	\$ 1,000.00
6	SAWCUT ASPHALT	116	LF	\$ 1.50	\$ 174.00
7	SAWCUT CONCRETE	10	LF	\$ 2.00	\$ 20.00
8	REMOVE EX. ASPHALT	242	SY	\$ 2.70	\$ 653.40
9	REMOVE EX. CURB	136	LF	\$ 3.00	\$ 408.00
10	REMOVE EX. CONC WALK	36	SY	\$ 3.00	\$ 108.00
11	GRADING	276	SY	\$ 2.40	\$ 662.40
12	SUBGRADE PREP	276	SY	\$ 2.80	\$ 772.80
13	6" AGGREGATE BASE	276	SY	\$ 14.00	\$ 3,864.00
14	1-1/2" SP-9.5 ASPHALT	276	SY	\$ 9.00	\$ 2,484.00
15	LAYBACK CURB & GUTTER	175	LF	\$ 17.00	\$ 2,975.00
16	4" CONC SIDEWALK	113	SF	\$ 4.60	\$ 519.80
17	THERMOPLASTIC PAVEMENT MARKINGS	1	LS	\$ 1,043.00	\$ 1,043.00
18	HANDICAP RAMPS W/ DET MATS	2	EA	\$ 771.00	\$ 1,542.00
19	ADJUST EX. VALVE BOX	1	EA	\$ 450.00	\$ 450.00
20	TYPE C INLET	1	EA	\$ 1,976.00	\$ 1,976.00
21	12" STORM LINE	30	LF	\$ 81.00	\$ 2,430.00
22	8" PVC C.O. ASSEM. w/ BRASS PLUG	1	EA	\$ 1,083.00	\$ 1,083.00
TOTAL					\$ 28,912.00

**Notes:**

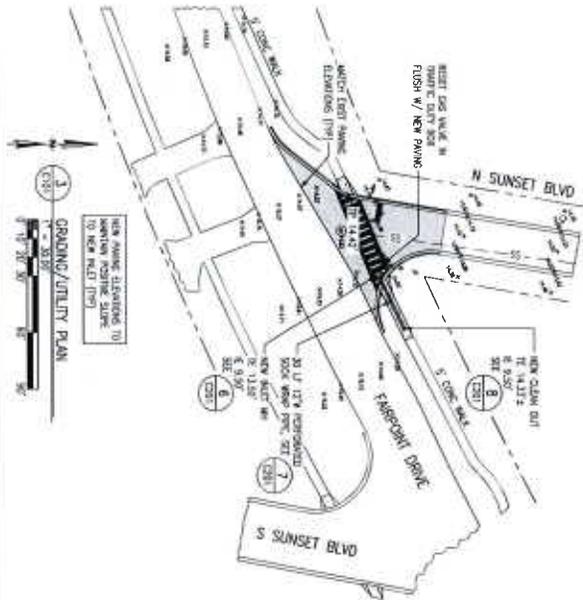
1. ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED.
2. REMOVAL & REPLACEMENT OF UNSUITABLE MATERIALS IS EXCLUDED.
3. PRICE IS BASED ON PLANS BY KENNETH HORNE SHEET C-101 & C-201, DATED 5/9/12.
4. EROSION CONTROL ITEMS ARE EXCLUDED.
5. NOI PERMIT & MONITORING IS EXCLUDED.
6. ALL PERMITS ARE EXCLUDED.
7. ONE NEW STOP SIGN IS INCLUDED IN PAVEMENT MARKING PRICE.
8. WE REQUIRE FOURTEEN (14) ADDITIONAL CALENDAR DAYS TO PERFORM THE WORK.
9. HANDICAP RAMPS & SIDEWALK WILL REQUIRE AND INCLUDE SHORT LOAD FEE.

THIS PRICE MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

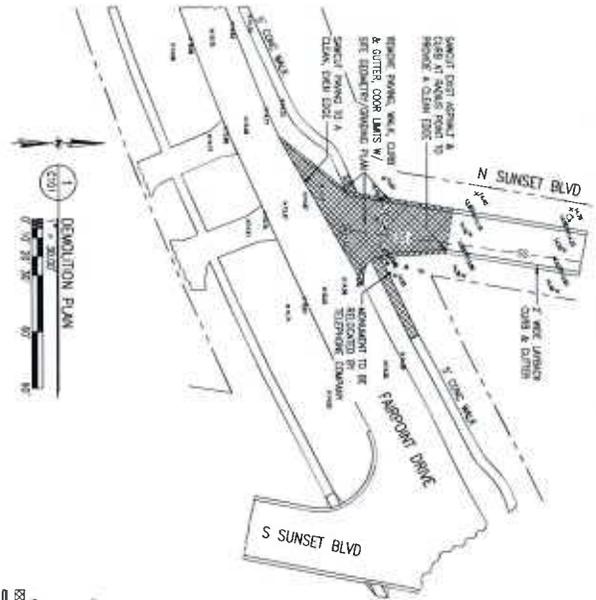
SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL.

RADFORD AND NIX CONSTRUCTION, LLC

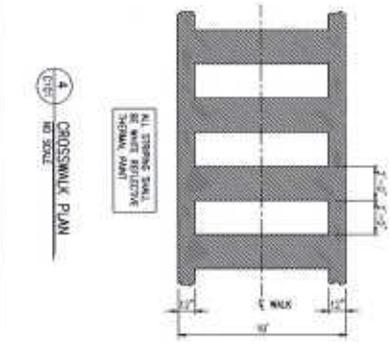
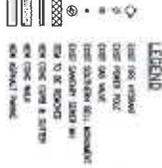
*S.C.N*  
 STEPHEN C. NIX  
 VICE PRESIDENT



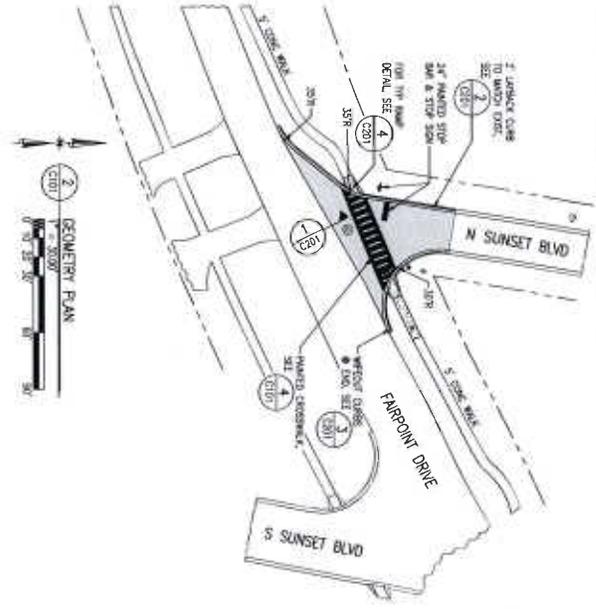
1 GROUND/UTILITY PLAN  
NEW PAVING ELEVATIONS TO MATCH EXISTING PAVING TO NEW FIELD (TYP)



1 DEMOLITION PLAN



4 CROSSWALK PLAN  
ALL STRIPING SHALL BE WHITE REFLECTIVE THERMAL PAINT



2 GEOMETRY PLAN





# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

May 14, 2012

To: Edwin Eddy, City Manager  
From:  Robert Randle, Chief  
Re: City wide surveillance cameras

In June of 2011, I submitted a request to utilize donated funds to purchase ballistic body armor. This left a balance of \$14,530 from the \$30,000 anonymous donation. Several years ago the Police Department received Homeland Security funds to purchase surveillance cameras to be placed in several locations of the City. None of these cameras are functional with most being destroyed by lightning. We had two cameras on top of the water tower. These cameras, if replaced, would provide 360 degree coverage of the City as well as coverage of Pensacola Bay and the Pensacola Bay Bridge. Another camera was on a light pole at the High School Stadium. The stadium camera would allow us to view the areas of McDonalds, the tip of the 3 mile bridge, four banks, all schools, part of the Sikes Bridge, the SR399 ramp, Publix Shopping Center and the new Walmart parking lot. I would also like to place an additional camera in the vicinity of the new City Statue. This camera would have a default position watching the statue but can be used also to pan, tilt, zoom to see the highway and businesses near the south end of the Bay Bridge as well as areas of the Bridge itself.

The total cost to place two cameras on top of the water tower, one camera at the High School Stadium, and one camera at the south end of the Bay Bridge is \$27,846.02. We would like to use the remaining anonymous funds of \$14,530 plus an additional \$5,000 of other donated funds reflected in the budget (for a total of \$19,530 in donated funds) to partially pay for the replacement of the cameras. We are requesting to use Red Light Camera Proceeds to pay the additional \$8,316.02 required for the project.

I have attached the bid proposal from ACC, a local company that has installed all of the surveillance cameras for the City of Pensacola. This purchase includes the four cameras and a Server/DVR recorder.

I would like to use ACC as a sole source provider for this project. All of the owners are longtime local Gulf Breeze residents. They are the sole source provider for Pensacola

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



Accredited by Commission for Florida Law Enforcement Accreditation

Police Department, installing their city wide surveillance system. They are sole source providers for the Pensacola Airport, Energy Services of Pensacola, Port of Pensacola, ECUA, Gulf Power and NAS. The list of law enforcement agencies they have worked with are Pensacola PD, Santa Rosa Sheriff's Office, Escambia County Sheriff's Office, Ft. Walton Beach PD, Department of Homeland Security, NAS Whiting PD, Escambia and Santa Rosa County Court Houses.

When it comes to Law Enforcement surveillance applications they are experts. Being a local company they can respond expeditiously if a problem were to arise with the system.

**RECOMMENDATION:** That the City Council approves the funding for the Camera system from "donated funds" and Red Light Camera proceeds and uses ACC as the sole source provider.



1502 N. 9th Avenue  
 Pensacola, FL 32503  
 Phone 850-434-2050  
 Toll free 888-409-2224  
 Fax 850-469-9249

**Quoted By:** Doug Taylor  
**Email:** doug.taylor@acc.us.com

**City of Gulf Breeze Police Department**  
 311 Fairpoint Dr  
 Gulf Breeze, FL 32561  
 Robert Randle  
 Phone: 850-934-5121  
 Fax: 850-923-5127

**Date:** 4/25/2012  
**Quotation No.:** 77891-1  
**Client No:** 12955  
**Payment Terms:** Net 30 days

*Quote valid for 90 day  
 Visa, MasterCard, AmEx, Discover  
 Card accepted for payment.*

## Quotation

**Quotation Description:**

City Statue PTZ Camera Connected to Wireless System

**Quotation Information:**

This camera will connect back to the new GBPD camera system. The PTZ camera will mount on the Bellsouth pole across the highway. Power will be provided from the city sprinkler meter. If we cannot get permission to mount on the Bellsouth pole we will move the camera to the city light pole on the statue side. We will need the city to provide this transformer at the pole 480/120 1000va.

Qty.	Part#	Description	Unit Price	Total Price
1	0312-004	Outdoor ready PTZ camera with 29x optica  Outdoor ready PTZ camera with 29x optical zoom, D1 resolution (720x480), IP66 and NEMA 4X classification. H.264 and Motion JPEG, Day & Night, WDR, Electronic Imaging Stabilization. Includes High PoE midspan, smoked and clear dome covers. Mounting brackets are not included.	2,720.56	2,720.56
1	FM1100M-HW	Fluidmesh, MITO, 1MB throughput  Fluidmesh MITO 1100 radio with integrated antenna, 1MB throughput, expanded with software options up to 60MB	637.22	637.22
1		Enclosure	193.75	193.75
1	MISC	Misc. material and supplies	77.50	77.50
1	5017-611	AXIS T91A61 WALL BRACKET P3300 SERIES  Use with P3300 series cameras, need a pendant adapter for use with this.	112.27	112.27
<b>Equipment Sub Total:</b>				<b>3,741.30</b>
<b>Labor:</b>				
		Installation		585.00
<b>Labor Sub Total:</b>				<b>585.00</b>
<b>Labor &amp; Equipment Total:</b>				<b>4,326.30</b>

**Net Total: \$ 4,326.30**

**Tax: \$ 0.00**

**Total Cost: \$ 4,326.30**



1502 N. 9th Avenue  
 Pensacola, FL 32503  
 Phone 850-434-2050  
 Toll free 888-409-2224  
 Fax 850-469-9249

**Quoted By:** Doug Taylor  
**Email:** doug.taylor@acc.us.com

**City of Gulf Breeze Police Department**  
 311 Fairpoint Dr  
 Gulf Breeze, FL 32561  
 Robert Randle  
 Phone: 850-934-5121  
 Fax: 850-923-5127

**Date:** 4/4/2012  
**Quotation No.:** 76676-1  
**Client No:** 12955  
**Payment Terms:** Net 30 days

*Quote valid for 90 day  
 Visa, MasterCard, AmEx, Discover  
 Card accepted for payment.*

## Quotation

**Quotation Description:**  
 Digital Video System Exacq Vision

**Quotation Information:**  
 This proposal is for a new digital video system for the police department. There are several sections in this proposal and they are priced out per section by items.

The core system is manufactured by Exacq Vision. The cameras are manufactured by AXIS Communication. The wireless network is manufactured by FluidMesh.

The cameras can be viewed from a web based browser built into each camera. The core system is for the recording. The wireless is for any camera not at the police department location.

You can do the water tower cameras first. Then the Core System second, the high school stadium third and then add cameras as you need them.

Qty.	Part#	Description	Unit Price	Total Price
<b>Water Tower Cameras</b>				
2	0318-004	AXIS Q6032-E Outdoor PTZ Dome	3,627.78	7,255.56
2	5017-611	Accessory, Wall Bracket, Includes Mount	125.41	250.82
1	CAT5 OUTDR	CAT5E Outdoor, Direct Burial 1000'	310.00	310.00
1	AT-GS950/8-10	8PT 10/100/1000BT GETH UNMGD SWCH PLUS 2	279.56	279.56
1	RENTAL	Equipment rental fee	930.00	930.00
1	MISC	Misc. material and supplies	77.50	77.50
		<b>Total for Section:1</b>		<b>9,103.44</b>



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Qty.	Part#	Description	Unit Price	Total Price
<b>Exacq Vision Core System</b>				
4	EVIP-01	ExacqVision IP Camera License	151.13	604.52
1	IPS-2000-EL1U	IP Camera Server, exacqVision, EL-Series	3,526.25	3,526.25
		Total for Section:2		4,130.77



Qty.	Part#	Description	Unit Price	Total Price
<b>High School Stadium</b>				
1	FM3100M-HW	Fluidmesh, MITO, 10 MB throughput	1,705.00	1,705.00
1	FM1100M-HW	Fluidmesh, MITO, 1MB throughput	637.22	637.22
1	FM1100E-05-FLUI	Fluidmesh, 5 Mbit/s, Software Expansion	452.60	452.60
1	0318-004	AXIS Q6032-E Outdoor PTZ Dome	3,627.78	3,627.78
1	5017-611	Accessory, Wall Bracket, Includes Mountl	125.41	125.41
1	RENTAL	Equipment rental fee	930.00	930.00
1	MISC	Misc. material and supplles	77.50	77.50
Total for Section:3				7,555.51
<b>Equipment Sub Total:</b>				<b>20,789.72</b>
<b>Labor:</b>				
		Installation		2,730.00
<b>Labor Sub Total:</b>				<b>2,730.00</b>
<b>Labor &amp; Equipment Total:</b>				<b>23,519.72</b>
<b>Net Total: \$</b>				<b>23,519.72</b>
<b>Tax: \$</b>				<b>0.00</b>
<b>Total Cost: \$</b>				<b>23,519.72</b>



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**Section Summary**

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**Section:Water Tower Cameras**

Material: 9,103.44

Labor: 1,040.00

**10,143.44**

**Section:Exacq Vision Core System**

Material: 4,130.77

Labor: 650.00

**4,780.77**

**Section:High School Stadium**

Material: 7,555.51

Labor: 1,040.00

**8,595.51**

**Net Total: \$ 23,519.72**

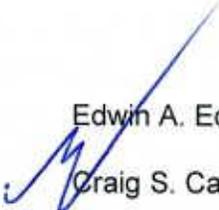
**Tax: \$ 0.00**

**Total Cost: \$ 23,519.72**



# City of Gulf Breeze

## MEMORANDUM

TO: Edwin A. Eddy, City Manager  
FROM:  Craig S. Carmichael, Director of Community Services  
DATE: June 7, 2012  
SUBJECT: **REPLACEMENT OF PUBLIC ACCESS AED'S**

Several years ago, LifeGuard Ambulance Service donated two public access AED's along with the mounting cases. One unit was placed at City Hall and the other was placed at the Recreation Center. The battery recently went dead in the unit at City Hall and when we tried to obtain a replacement, we found that the manufacture stopped supporting our particular model in fall 2011. Consequently, we can no longer obtain consumables, including batteries.

In talking with the manufacture, they indicated that there was a replacement program in place and they offered us two replacement AED's at a discounted rate. Basically, they are offering us replacement AED's at or just below half price. They quoted two PowerHeart G3 Plus AED's at \$1,000 each (\$2,000 total). We double checked this price against some of our standard vendors and the GSA and found that the replacement program cost is the best option:

Moore Medical	\$2,095 ea.
The Fire Store	\$1,595 ea.
GSA	\$1,450 ea.

It is imperative that we stay with the Cardiac Science brand as both the fire department and LifeGuard Ambulance carries equipment that is compatible. Otherwise, they would have to remove the AED and pads and switch out equipment once they arrive on scene, wasting precious time.

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE REPLACEMENT OF THE TWO PUBLIC ACCESS AED'S FROM CARDIAC SCIENCE FOR \$2,000.00.**



# 2012 Purchase Agreement

Territory Mgr: Kyle Butts

Date: May 29, 2012

### CUSTOMER BILLING INFORMATION

Customer: <u>Gulf Breeze Volunteer Fire Dept.</u>	Contact Name: <u>Shane Carmichael</u>
Address 1: <u>313 Fairpoint Drive</u>	Title: _____
Address 2: _____	Phone: <u>850-232-9703</u>
City: <u>Gulf Breeze</u>	Fax: _____
State: <u>FL</u> Zip: <u>32561</u>	E-mail: <u>ccarmichael@gulfbreezefl.gov</u>
County: _____	Tax exemption # _____
Invoice to: <input checked="" type="radio"/> Corporate Billing Address <input type="radio"/> Individual Locations (provide details)	P.O. # _____
Payment Term: <u>Payment due upon receipt</u> Specify Payment Terms here, if other	Not Applicable
Payment: <u>Check</u>	CODE _____
Class ID: <u>End User</u> Segment: _____	Load: _____
Pricing Code: (if PAD/Contract): _____	Allocation: _____

### CUSTOMER SHIPPING INFORMATION

Customer: <u>Gulf Breeze Volunteer Fire Dept.</u>	Contact Name: <u>Shane Carmichael</u>
Address 1: <u>313 Fairpoint Drive</u>	Title: _____
Address 2: _____	Phone: <u>850-232-9703</u>
City: _____	Fax: _____
State: <u>FL</u> Zip: <u>32561</u>	E-mail: <u>ccarmichael@gulfbreezefl.gov</u>
County: _____	Shipping Method: <u>FedEx - Ground</u>
F.O.B.: _____	Factory _____
	Freight Collect Account: _____

### EQUIPMENT, ACCESSORIES, and PROGRAM MANAGEMENT

AED Devices:	Item	List	Qty	Price/each	Subtotal
Powerheart AED G3 Plus Automatic Package: AED, Carry Case, Ready Kit, Spare Pads	9390A-1001P	\$ 2,095.00	2	\$ 1,000.00	\$ 2,000.00

AED Accessories / Upgrade Options:	Item	List	Qty	Price/each	Subtotal

Program Management:

Champion Name: <u>Shane Carmichael</u>	Phone: <u>850-232-9703</u>	Email: <u>ccarmichael@gulfbreezefl.gov</u>
--	----------------------------	--

	Item	List	Qty	Price/each	Subtotal
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (full packages)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Program Management (components/add-ons)		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Service Options		\$ -		\$ -	\$ -
Program Management Options (manager only)		\$ -		\$ -	\$ -

Miscellaneous Items (enter as needed):	Item	List	Qty	Price/each	Subtotal
					\$ -
					\$ -

Order Subtotal (excluding tax and shipping): **\$2,000.00**

Sales Tax: tbd

Shipping: tbd

Grand Total: Refer to Invoice for Payment Total

Comments/Notes Section:

Please send purchase orders and correspondence to:

Cardiac Science Corporation  
 N7 W22025 JOHNSON DRIVE  
 WAUKESHA, WI 53186  
 Tel: +1.800.891.0405

Fax To: **425-402-2001**

Rev March 1, 2012

Please send payment to:

Cardiac Science Corporation  
 P.O. Box 83261  
 Chicago, IL 60691-0261



**TERMS AND CONDITIONS**

These Terms and Conditions together with this agreement between Buyer and Cardiac Science shall apply to the sale to Buyer of all goods (including AEDs, oxygen, first-aid kits and other goods) and services (including training, consultation, maintenance and other services) purchased hereunder.

**1. Terms and Conditions.** This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof.

**2. Payment, Price & Acceptance.** All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Science's designated shipping point. Title and risk of loss shall transfer from Cardiac Science to Buyer at Cardiac Science's designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Science with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Science's Order Entry Department is contacted at 1-800-991-5465 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Science notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

**3. Training Services.** When training has been purchased Cardiac Science shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Science. If Buyer cancels a scheduled training class within 10 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

**4. Customer Obligations.** Buyer shall immediately notify Cardiac Science's Customer Service Dept. at 1-800-991-5465 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Science's AED Response Protocol.

**5. License.** Cardiac Science hereby grants Buyer a revocable, non-exclusive, non-transferable license to use the products solely in accordance with applicable law and the operating instructions. Buyer may not copy, modify, decompile, disassemble or reverse engineer or create derivative works based upon any Cardiac Science product. Except for the rights expressly granted herein, no right, title or ownership interest in any product or service, including any copyright, patent, trademark, or other intellectual property or proprietary right therein, is conveyed to Buyer, expressly or by implication.

**6. Indemnification.** Cardiac Science Corporation ("CSC") will defend and indemnify any person or entity who purchases, rents, leases or uses/deploys an Automated External Defibrillator ("AED") from CSC or one of its authorized distributors ("Customer") against any claims, damages, liabilities, or actions asserted by any third party (each, a "Claim") arising out of personal injury caused by any AED if and to the extent the Claim is based upon (i) the failure of an AED to function or perform in accordance with its specifications or (ii) defects in design, material, or workmanship of an AED. **CUSTOMER MAY NOT TRANSFER OR ASSIGN ITS RIGHTS UNDER THIS POLICY.**

Indemnification under this Agreement is not available to Customer: (i) if the AED is used in any manner other than for its intended purpose; (ii) if Customer does not follow the required maintenance procedures; (iii) for Claims arising from the negligence or other malicious or illegal actions of Customer or its personnel; or (iv) for claims involving use of non-Cardiac Science or out-of-date pads or batteries. In addition, CSC will not be obligated to indemnify Customer under this Agreement if the patient is successfully defibrillated through the use of the AED.

Coverage is effective for the period in which CSC is providing service and related support for AED models manufactured and deployed by CSC.

**Customer Responsibilities**

Indemnification is contingent upon the following:

- AEDs must be used for its intended purpose and in accordance with the instructions set forth in the AED User Manual.
- Customer must comply with the standard maintenance protocols for the AEDs set forth in the AED User Manual.
- Customer must preserve the self-test, rescue, and other data recorded by the AEDs and provide CSC access to such data.
- Customer must (a) give CSC prompt written notice of the Claim, (b) tender defense of the Claim to CSC, (c) cooperate with CSC and assist in the defense of the Claim, and (d) not settle the Claim without the prior written consent of CSC, which will not be unreasonably withheld.

**7. Defense of Claims.** Cardiac Science Corporation ("CSC") will assume unrestricted authority to defend or settle all claims under this policy. CSC will not be liable to Customer for any defense expenses (including but not limited to fees and disbursements of legal counsel) incurred by Customer subsequent to CSC's assumption of the defense case.

**8. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, (I) CARDIAC SCIENCE SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST OF PROFITS, BUSINESS AND REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE AGREEMENT AND THE PRODUCTS AND SERVICES THAT ARE SUBJECT TO THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE, AND (II) CARDIAC SCIENCE'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY BUYER HEREUNDER. SOME JURISDICTIONS RESTRICT LIMITATIONS OF LIABILITY, SO THE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU.

**BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SCIENCE TERMS & CONDITIONS.** AEDs are intended for use by or on order of a physician or persons licensed by state law.

I HAVE READ AND AGREE TO CARDIAC SCIENCE'S TERMS AND CONDITIONS.

Authorized Signature:	Print Name:	Title:	Date:

Cardiac Science Corporation  
3303 Monte Villa Parkway  
Bothell, WA 98021

Tel: 1-800-991-5465  
Fax: 1-425-402-2001  
www.cardiacscience.com

# The POWERHEART® AED G3 Plus

Our flagship automated external defibrillator, complete with RescueCoach™ and CPR metronome to pace chest compressions

## Appropriate Locations

- Work places
- Transportation
- Sporting venues
- Schools
- Retail & hotels
- Recreation facilities
- Places of worship
- Any public place

## Primary Benefits

**Reliability.** The device is Rescue Ready®, meaning it self-tests daily to ensure it works when you need it.

### Ease of Use.

- The RescueCoach™ voice prompts and metronome guide you through a very stressful rescue situation.
- The device knows when to (and when not to) deliver the shock.
- The text screen lends extra help in noisy and chaotic environments.

**Assurance.** The unit has a 7-year warranty and a 4-year full battery replacement guarantee.



## Rescue Ready® performance sets Powerheart AEDs apart

Our Rescue Ready technology distinguishes us among competitors.

- + Every day, to ensure anytime functionality, the AED self checks all main components (battery, hardware, software, and pads).
- + Every week, the AED completes a partial charge of the high-voltage electronics.
- + Every month, the AED charges the high-voltage electronics to full energy.

If anything is amiss, the Rescue Ready status indicator on the handle changes from green to red and the device will emit an audible alert to prompt the user to service the unit. In sum, a Powerheart AED is Rescue Ready when a life depends on it.

## Most anyone can operate a Powerheart AED G3 Plus

In the chaos that follows sudden cardiac arrest, concerned but untrained people are hesitant to intervene. Will they know what to do? There's a life on the line!

We designed the Powerheart AED G3 Plus with RescueCoach™ voice prompts to talk rescuers through the steps.

- + When the rescuer applies the pads, the device analyzes the heart rhythm and "knows" when to deliver (or not deliver) the shock.
- + The shock is delivered automatically, with no button to push, and no human intervention. (We also make a semi-automatic version.)
- + After the shock, the unit prompts for CPR with a built-in metronome that sets the pace for proper chest compressions.

In a University of Pennsylvania simulated rescue study, the AED G3 Plus helped untrained adults deliver CPR of a quality similar to that of trained professionals.<sup>1</sup>

<sup>1</sup> Peer reviewed study by Benjamin S Abella et. al. "Untrained Volunteers Perform High Quality CPR When using an Automatic External Defibrillator with a CPR Voice Prompting Algorithm," Circulation. 2007; 116:11-437.

# The POWERHEART® AED G3 Plus

TECHNICAL SPECIFICATIONS	
<b>DEFIBRILLATOR</b> Operations Waveform Energy (J) range available Protocols Factory default (nominal) Voice prompts CPR cadence Text screen Visible indicators Audible alerts Synchronized shock Pacemaker pulse detection Programmable Pediatric capability Warranty	9390A (fully automatic version) and 9390E (semi-automatic version) STAR® biphasic truncated exponential Escalating variable energy (VE) 105J to 360J 5 energy protocols available 200VE, 300VE, 300VE RescucCoach voice instructions guide user confidently through rescue process Metronome for compression frequency Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders Rescuc Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display Voice prompt, system alert Built-in automatic synchronization feature Yes Yes, via MDLink® Yes 7 years
<b>PADS</b> Minimum combined surface area Extended length of lead wire Supplied Type Shelf life	228 cm <sup>2</sup> (35.3 sq in) 1.3 m (4.3 ft) Self-checking, pre-connected to the AED Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads 2 years
<b>BATTERY</b> Type Guarantee	IntelliSense® lithium battery 4-year, full operational replacement
<b>AUTOMATIC SELF-TESTS</b> Daily Weekly Monthly	Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
<b>EVENT DOCUMENTATION</b> Type Internal memory ECG playback Communications Clock synchronization	Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality Viewable via Rescuelink® software via PC Serial port or USB (via adapter) for PC with Windows Rescue event time stamp of event data
<b>DIMENSIONS (H x D x W)</b>	8 cm x 31 cm x 27 cm (3.3 in x 12.4 in x 10.6 in)
<b>WEIGHT</b>	3.1 kg (6.6 lb)
<b>MODEL NUMBERS</b> 9390A-501 9390E-501	Powerheart AED G3 Plus Automatic with 2005 AHA/ERC Guidelines protocols Powerheart AED G3 Plus Semi-Automatic with 2005 AHA/ERC Guidelines protocols  Each AED package includes (1) defibrillator, (1) IntelliSense battery (9146), (1) pair of defibrillation pads, and (1) Quick Start Tool Kit including CD-Rom with AED Manual, Training Video, Rescuelink and MDLink, and serial communication cable

DISTRIBUTED BY:



**American AED™**  
 Automated External Defibrillators

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 China • 6/F South Building, 829, Yi Shan Road, Shanghai 200233, China • +86.21.6495.9121 • [china@cardiacscience.com](mailto:china@cardiacscience.com)



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 Authorized EU representative • MDSS GmbH, Schiffgraben 41, D-30175 Hannover, Germany





# *City of Gulf Breeze*

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/7/2012

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

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Attached are two letters requesting payment for staff support of agencies in which the City participates. First is payment of \$191.00 to the West Florida Regional for its support of our regional transportation planning organization. Second is payment to the Bay Area Resource Council for annual membership. The amount is \$1,500 for BARC.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENTS OF \$191.00 TO THE NWRPC FOR STAFF SUPPORT OF THE TPO AND \$1,500.00 TO THE BARC FOR ANNUAL MEMBERSHIP.**



Grady Hester, Chairman  
David Cadle, Vice-Chair

Terry A. Joseph, Executive Director

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

**FROM:** Terry Joseph, Executive Director 

**DATE:** April 20, 2012

**RE:** Annual Budget & Work Program – 2012/2013

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

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

The West Florida Regional Planning Council and the Transportation Planning Organizations have approved the work programs and budgets detailed in the *West Florida Regional Planning Council Adopted Budget and Work Program* October 1, 2012 – September 30, 2013.

The total amount requested for FY2012-2013 is shown below. Please pay this amount after October 1, 2012. An invoice will be provided after that date.

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

The total amount requested from City of Gulf Breeze is: \$191.00 TPO Match

**Total Due: \$191.00**



4081 E Olive Road, Suite A  
Pensacola, FL 32514

**Robert Cole, Chair**  
**Kevin White, Vice-Chair**

May 17, 2012

Mayor Beverly Zimmern  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

Dear Mayor Zimmern,

Thank you for your continued support of the Bay Area Resource Council. BARC continues to be the only multi-jurisdictional forum for environmental education for the Pensacola Bay Watershed. This year BARC staff continued to facilitate a forum for technical experts and local government representatives to discuss scientific aspects of a complex environmental system to promote a better quality of life for our citizens. Results from these forums and staff accomplishments provide a critical component of the educational requirement for your federal NPDES permits. Please review the highlights of last year's accomplishments enclosed to see how minimal funding can be leveraged into maximum benefit.

Also enclosed is the draft budget for BARC for FY 2012-13. Your continued assistance with this program is much appreciated.

If you have any questions, please feel free to contact me or BARC staff, Terry Joseph at 332-7976, ext 201.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Cole", is written over a faint, larger version of the same signature.

Robert Cole  
BARC Chairman

cc: David G. Landfair, Council Member, City of Gulf Breeze  
Edwin "Buz" Eddy, City Manager, City of Gulf Breeze



STAFF TO THE BARC: West Florida Regional Planning Council  
P.O. Box 11399 • Pensacola, FL 32524-1399 • P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923  
4081 E. Olive Road Suite A Pensacola, FL 32514  
[www.wfrpc.org](http://www.wfrpc.org)



4081 E Olive Road, Suite A  
Pensacola, FL 32514

Robert Cole, Chair  
Kevin White, Vice-Chair

## Bay Area Resource Council (BARC) Budget October 2012 – September 2013

Staff Services	\$ 16,000
<b>TOTAL</b>	<b>\$ 16,000</b>

Source of funds:

Escambia County	\$ 5,000
Santa Rosa County	\$ 5,000
City of Pensacola	\$ 3,000
City of Milton	\$ 1,500
City of Gulf Breeze	\$ 1,500

Last fiscal year BARC dues of \$6,000 were leveraged with grant funds of \$82,913 to assist member cities and counties for a return on investment of 14:1.

**Note:** This budget was adopted by the BARC member governments in 2000 and has not been increased since that time. These dollars are continually leveraged to accomplish the goals year after year.

Draft 4-4-12



STAFF TO THE BARC: West Florida Regional Planning Council  
P.O. Box 11399 • Pensacola, FL 32524-1399 • P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923  
4081 E. Olive Road Suite A Pensacola, FL 32514  
[www.wfrpc.org](http://www.wfrpc.org)

## Bay Area Resource Council Accomplishments 2011

The Bay Area Resource Council (BARC) continues to provide a unique coordination and education function for the Pensacola Bay Watershed. As a non-regulatory entity the BARC is able to provide factual recommendations to all levels of government and education to a broad spectrum of citizens in the two-county area. With limited funds, BARC staff is able to partner with public and private organizations to leverage funds and in-kind services to the highest level. Below are highlights of activities from 2011 that illustrate this exceptional ability.

- Staff gathered and reported National Pollutant Discharge Elimination System (NPDES) information to the City of Pensacola and Escambia County for reporting period May 2010 - May 2011. Staff is responsible for the public outreach and education component associated with the City and County NPDES permit.
- A City of Pensacola Stormwater brochure was developed for distribution.
- Staff and BARC Technical Advisory Committee (TAC) members participated in review meetings and provided comments on draft documents for the implementation of Total Daily Maximum Loads for Fecal Coliform culminating in an adopted Bayou Chico Basin Management Action Plan (BMAP). The 80-page document has been a two-year collaboration with the BARC/WFRPC, Escambia County, Escambia County Environmental Health Department, ECUA, City of Pensacola,, Bayou Chico Association, FDOT, District Three, University of West Florida - Center of Environmental Diagnostics and Bioremediation, U.S. Naval Air Station, Pensacola Yacht Club, and the FDEP – Northwest District. The BMAP addresses those water bodies located with the Bayou Chico watershed that were impaired for fecal coliform. The projects and activities outlined in the BMAP are considered sufficient to address all of the identified sources and, with full implementation of the BMAP, the Bayou Chico watershed is expected to meet the TMDL requirements.
- Staff created an Ozone brochure that addresses the “good” vs. “bad” ozone and its impacts on public health and the environment.
- An Evaluation and Appraisal Report was prepared for the West Florida Regional Planning Council (WFRPC) Strategic Regional Policy Plan (SRPP) Natural Resources of Regional Significance element. This document serves as the regional review standard for local government comprehensive plans. Staff included BARC, TAC and Sustainable Emerald Coast members in this extensive evaluation process.
- Staff coordinated with state and local government representatives to host successful Bay Days in Escambia and Santa Rosa Counties. In Escambia County the event was held at Bayview Park. The event not only offered hands-on environmental activities but was a perfect field location for stormwater education.
- Staff was active in planning and participating in several educational symposia such as annual Stormwater Workshop, BP Oil Spill-One Year Later Symposium, Power Up Energy Conference, and the 2011 Environmental Symposium. These events reached a vast number of citizens in the watershed area.

- By leveraging other state funds, staff was able to develop a green infrastructure education and outreach program, along with an awards program that will be utilized by the state for the Northwest Florida area.
- BARC Newsletters were prepared and the website was updated throughout the year.
- A Communities in Motion field event was organized and held at the WFRPC. The event had 12 vendors from varying professional fields showcasing mass transit, ride sharing, water conservation and practical green alternatives for every-day use.
- BARC TAC members and staff actively participated in the coordination of the Northwest Florida Pharmaceutical Take-Back Program. Presentations were made by and support provided to ECUA, Escambia County Sheriff's Office, DEA and Walgreen's. In the second event in October 2011, over 927 pounds of unused or unwanted pharmaceuticals were collected in a 5-hour period in Escambia County alone. This is a 640% increase over the April 30, 2011 Take-Back event.



# *City of Gulf Breeze*

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/7/2012

Subject: Capital Trust Agency Board

---

Bob Cleveland resigned from the CTA Board on May 15<sup>th</sup> in order to accept an appointment by the City Council to Seat A on the Council. It would be in the City's best interest if Mr. Cleveland could remain active on the CTA Board while he serves in Council Seat A.

The Development Review Board, The South Santa Rosa Utility Board and the Architectural Review Board all have City Council members as part of their membership. It may be best to do the same with the CTA Board.

The CTA Board will consider an amendment to their Articles of Incorporation to make this possible.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPOINT BOB CLEVELAND TO THE CTA BOARD IN ANTICIPATION OF A CHANGE TO THE CTA ARTICLES OF INCORPORATION ALLOWING MEMBERSHIP ON THE CTA BOARD BY A CITY COUNCILMAN.**

**ARTICLES OF AMENDMENT**  
**OF**  
**CAPITAL TRUST AGENCY, INC.**  
(A Florida Corporation Not-For-Profit)

**ARTICLE I: NAME.**

The name of the corporation is CAPITAL TRUST AGENCY, INC.

**ARTICLE II: AMENDMENTS TO ARTICLES OF INCORPORATION**

A. Article III of the Articles of Incorporation, titled "Corporate Purposes and Powers," is hereby amended in its entirety to read as follows:

The Corporation is organized exclusively for the charitable, non profit purposes of relieving the burdens of government by assisting in (i) the financing, acquisition, construction, development, equipping, furnishing, renovating, rehabilitating, expanding, maintaining, operating, and/or promoting of certain facilities, intangibles, and Capital Projects, and (ii) provide and establish Conduit Programs for Borrowers, within the State of Florida and in the jurisdiction of other Public Agencies where the Corporation is authorized to operate. For purposes hereof:

*"Borrower"* shall mean a Public Agency or an eligible private or non-for-profit business or individual which shall enter into a financing agreement and receive as a loan a portion of the proceeds of any revenue bonds for which the Corporation is authorized to issue.

*"Capital Projects"* shall mean, but shall not be limited to, the development, acquisition, construction, equipping, furnishing, renovating, improving, rehabilitating, or expanding of any one or more of any combination of the following projects which relate to a governmental function or purpose: (i) utilities; (ii) courthouses, jails, prisons, reformatories, penal or correctional institutions; (iii) private and public buildings; (iv) capital facilities which are the object of a public-private partnership; (v) roads and bridges, parking and traffic control facilities, and toll facilities; (vi) playgrounds, recreation and tourism facilities; (vii) convention, trade show and arena facilities, sports facilities, entertainment facilities or attractions generally available to or intended for participation by the public; (viii) media production or distribution facilities; (ix) low and moderate income single-family, mixed-income housing facilities, scattered site or multi-family housing facilities, elderly housing facilities, assisted living facilities, or retirement facilities; (x) facilities in redevelopment, enterprise, economically distressed, economic recovery or urban renewal areas; (xi) firefighting, fire control and fire prevention facilities and systems; (xii) social service centers; (xiii) schools, educational facilities, qualified

academy facilities, dormitories; (xiv) stadiums, museums, facilities for training, exhibition or performance of sports or the arts; (xv) childcare facilities; (xvi) acute, subacute, long-term and clinical healthcare facilities and related facilities; (xvii) energy efficiency facilities, electric generating facilities, solar energy facilities, including but not limited to biomass production or recovery facilities; (xviii) mineral and geological recovery or mining facilities, nuclear production, processing and disposal facilities and fuel-related facilities; (xix) office and administrative facilities; (xx) facilities which relieve the burdens of government; (xxi) any capital improvement constituting a "project" as defined in Chapter 159, Part II, Florida Statutes; (xxii) any capital improvement described in Chapter 163, Florida Statutes, and Chapter 285, Florida Statutes; (xxiii) any capital projects contemplated in Ordinance No. 05-97 of the City Council of the City of Gulf Breeze, Florida (including all amendments and supplements thereto);(xxiv) any capital project authorized to be financed by or on behalf of a Public Agency or by or for a Borrower or Borrowers; (xxv) any capital project authorized to be financed by a municipality pursuant to any provision of Florida law; (xxvi) any gaming, entertainment resort hotel facility for or on behalf of a governmental entity; (xxvii) economic development or community redevelopment projects for or on behalf of any Public Agency, or by a Public Agency or by or on behalf of a Borrower or Borrowers; and (xxiii) any property authorized to be financed pursuant to Sections 103 and 141 through 150 of the United States Internal Revenue Code; and any and all real or personal property in connection with the same, together with reasonable working capital and capitalized costs, reserves, interests, and expenses associated with any such projects or improvements, and which promote the public health, education and/or welfare; which significantly increase opportunities for employment; which preserve and/or enhance economic prosperity and tax base; which reduce the burdens of public welfare, public assisted housing, charity healthcare and other burdens of government, including those emanating from unemployment and underemployment; and/or which improve the quality of life and attractiveness of an area to additional new industries.

*"Conduit Program"* shall mean any plan of finance or financing program for providing funds to finance Capital Projects or any financing mechanism that provides the benefits of public financing to any Public Agency or Borrower, and that implements or furthers the lawful purposes of the Corporate.

*"Public Agency"* shall mean a town, city, county, school board, special district, or other public agency (as defined in Section 163.01, Florida Statutes) or a government, public or quasi-public body, sovereignty, or public authority, or an entity not-for-profit created or established under applicable law and controlled by or acting on behalf of such public agency, government, public or quasi-public body, sovereignty or public authority having power to finance a Capital Project for itself or for the benefit of or at the request of any Borrower.

In order to assist in carrying out its purposes, the Corporation shall have the power to borrow the necessary funds to pay for acquisition, construction, renovation, and/or other improvements of Capital Projects, the indebtedness for which the borrowed money may be evidenced by securities or obligations of the Corporation of any kind or character issued from time to time, which may either be unsecured or secured by any mortgage, deed of trust, or other lien upon any part or all of the funds, properties, and assets, at any time then or thereafter acquired by the Corporation, and to provide (or arrange for the provision of) services necessary for the acquisition, construction, renovation, or other improvements, operations, management, and maintenance of such projects.

Subject to the limitations otherwise set forth in these Articles of Incorporation, the Corporation shall have all of the powers, privileges, and rights necessary or convenient for carrying out the purposes for which the Corporation is formed and all the benefits, privileges, rights, and powers created, given, extended, or conferred by the provisions of all applicable laws of the State of Florida pertaining to not-for-profit corporations and any additions or amendments thereto.

B. Article VI of the Articles of Incorporation, titled "Directors," is hereby amended in its entirety to read as follows:

The Directors of the Corporation shall be appointed by the City Council of the City of Gulf Breeze, Florida (the "City Council"). The Corporation shall have at least three (3) directors, one of whom shall be a member of the City Council who shall serve as a full voting, ex officio member of the Corporation's Board of Directors. The number of directors which the Corporation may have shall thereafter be determined by the City Council, however in no event shall there be less than three (3). Directors shall be appointed for such terms as the City Council may determine, and shall be subject to removal by the City Council.

### **ARTICLE III: APPROVAL OF AMENDMENT**

There are no members of the Corporation. The Board of Directors of the Corporation approved and adopted the amendment set forth herein on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
J. LANCE REESE, Chairman,  
Board of Directors

ATTESTED TO BY:

\_\_\_\_\_  
ROBERT F. CLEVELAND, Secretary



# *City of Gulf Breeze*

## Memorandum

**To:** Mayor and City Council

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

**Date:** 6/8/2012

**Subject:** Offer to Purchase, Circle K Property, 401 Gulf Breeze Parkway

---

The City Council recently directed staff to investigate the purchase of the subject property. The Council authorized preparation of an appraisal of the value of the property by Brantley and Associates.

There are several reasons why the City Council is considering purchase of this parcel. Among them are:

1. Use of the parcel for a compressed natural gas filling station;
2. Future combination of this parcel with others to create redevelopment opportunities;
3. Elimination of a hazardous traffic situation created by multiple conflicting turning movements;
4. Provision of green space along the Gulf Breeze Parkway for beautification.

The parcel is 18,896 square feet or just less than one half acre. The appraisal is available to you for review.

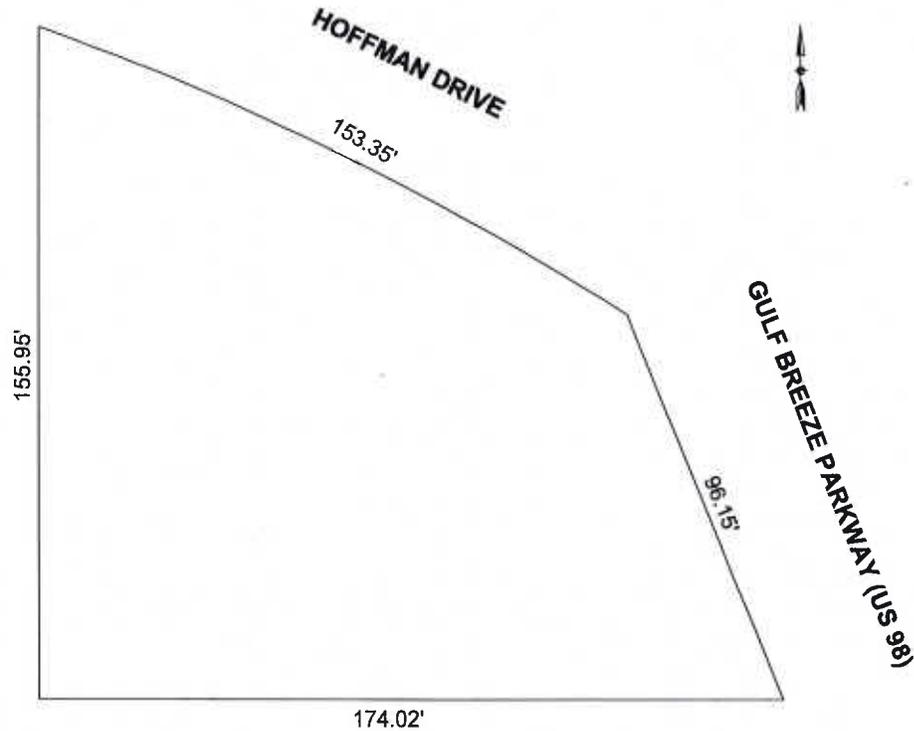
### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, JUNE 18<sup>TH</sup> AND CONSIDER MAKING AN OFFER TO PURCHASE 401 GULF BREEZE PARKWAY.**

## PROPERTY SKETCH

Site Area = 18,896 SF (0.434 Acre) +/-

Site dimensions and area are per the legal description recorded in the last deed of conveyance in OR Book 1929, Page 414.



### LEGAL DESCRIPTION FOR SUBJECT PROPERTY

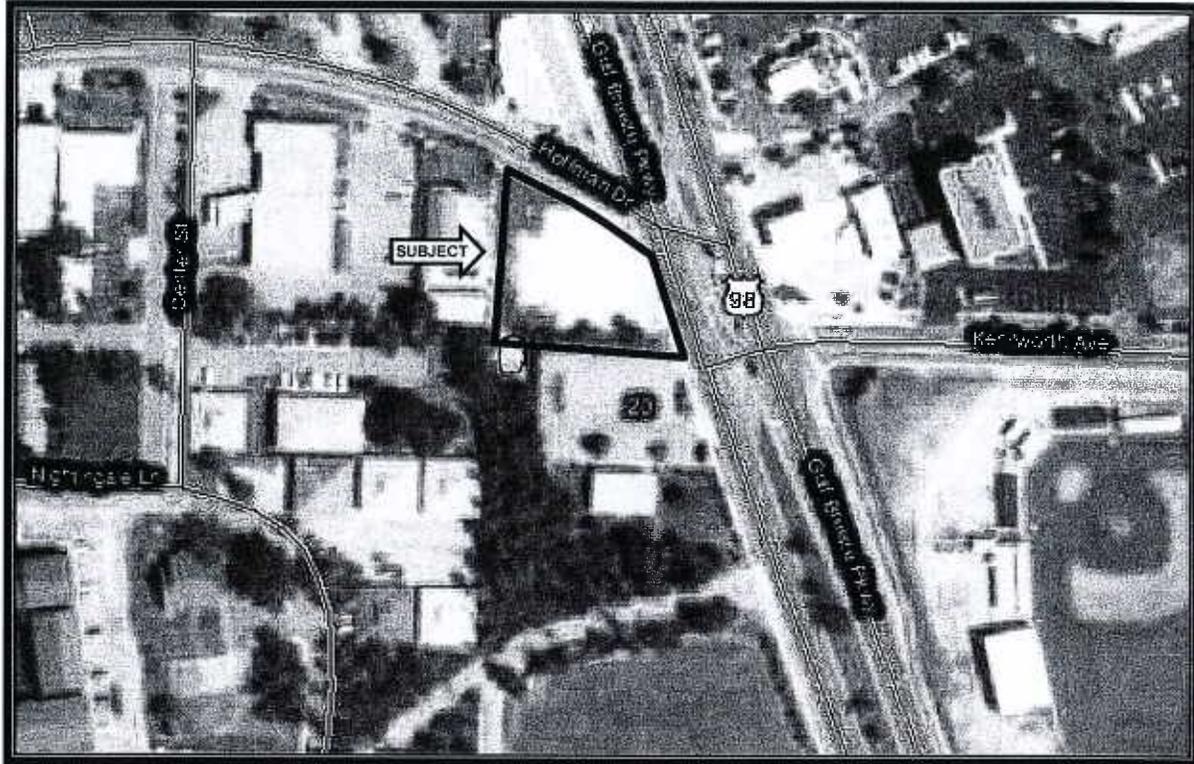
As found in its last deed of conveyance recorded in OR Book 1929, Page 414.  
A full copy of the deed is included in the addenda of this report.

#### Parcel 1:

Commence at the SW corner of Lot 1, Section 4, Township 3 South, Range 29 West, Santa Rosa County, Florida, and run thence N along the W line of said Lot 1, a distance of 155.95' to the point on the S right-of-way line of SR #399. Thence SE along the curved right-of-way line of said SR #399 at an interior angle of 64 degrees 1 minute for a chord distance of 153.35' to the W right-of-way line of U.S. Highway #98. Thence continue SE at an interior angle of 138 degrees 9 minutes and on the W right-of-way line of said U.S. Highway #98 a distance of 96.15'; thence westerly at an interior angle of 67 degrees 46 minutes and along the S line of said Lot 1 a distance of 174.02' to the Point of Beginning.

Property Appraiser's Parcel I.D. No.: 04-3S-29-0000-00101-0000

## SOIL SURVEY MAP



No.	Soil	Slope %	Drainage	Soil Material & Characteristics
20	Kureb Sand	0-8	Excessively Drained	Nearly level to sloping soil found on broad uplands on the coastal plain. Soil is mostly gently sloping and nearly level. Water table is at a depth of more than 72 inches. Permeability is very rapid. Very high potential for septic tank absorption fields, dwellings without basements, and local roads and streets. High potential for low commercial buildings. Medium potential for trench sanitary landfills, shallow excavations, and playgrounds.



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

April 25, 2012

TO: Mayor and City Council

FROM:  Edwin A. Eddy, City Manager

SUBJ: **APPRAISAL OF PARCELS, COMMUNITY REDEVELOPMENT AGENCY**

At a recent Council meeting, staff was directed to pursue the purchase of two distinct parcels in the CRA: (1) the former Circle K property at the corner of Hoffman Drive and Gulf Breeze Parkway; and, (2) the parcel known as the Chamber property which is owned by the School Board of Santa Rosa County.

The future use of these parcels may be commercial development which can be better directed by the City as owner, highway beautification, and for a natural gas filling station along Gulf Breeze Parkway.

The first step in the effort to purchase the parcels is to obtain an appraisal of the two separate parcels. We asked Shawn Brantley, of Brantley and Associates, for a price for an appraisal report on both parcels. His response is attached. We have worked with Mr. Brantley in the past. We have always been satisfied with his work.

## **RECOMMENDATION:**

**That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, May 7, 2012 and authorize Brantley and Associates of Pensacola to complete an appraisal of the two subject parcels.**



Edwin Eddy &lt;eaeddy@gulfbreezefl.gov&gt;

---

**Appraisal Proposal**

1 message

---

**Shawn Brantley** <shawnbrantley@brantleyassociates.com>  
To: eaeddy@gulfbreezefl.gov

Thu, Apr 19, 2012 at 5:54 PM

Mr. Edwin A. Eddy  
City Manager  
City of Gulf Breeze Florida  
[eaeddy@gulfbreezefl.gov](mailto:eaeddy@gulfbreezefl.gov)

Dear Mr. Eddy:

It was a pleasure speaking with you on the phone concerning appraisals that the City needs. Thank you for contacting us for real estate appraisal services. The parcels are identified as follows: (1) +-0.47 acres at corner of Hoffman Dr. & Gulf Breeze Parkway owned by Vicki Jenkins, Trustee 04-3S-29-0000-00101-0000 AND (2) +-1.03 acres at 409 Gulf Breeze Parkway with building owned by Santa Rosa County School Board 04-3S-29-0000-00501-0000

We can complete both of these reports for total fee of \$5,800 and deliver to you within 30 days or less. The appraisals will be in a detailed narrative format, fully compliant with the Uniform Standards of Professional Appraisal Practice, and MAI certified.

If you wish to engage us to proceed with this work, the following information would be helpful to us: (1) Your reply in the affirmative to this email authorizing us to proceed, (2) The names and phone numbers of anyone we should notify prior to going onto the property to make our inspection or whom we should interview about the property, (3) copies of any site plans or surveys of the property.

Please let me know if you have any questions or if we may assist you with this project.  
Kind regards, -Shawn

Brantley & Associates Real Estate Appraisal Corp.  
R. Shawn Brantley, MAI, CCIM, M.S., SRA  
FL: State Certified General Real Estate Appraiser RZ289  
AL: Certified General Real Property Appraiser G00419  
Regular Mail: POB 12505, Pensacola, FL 32591-2505  
Overnight: 100 North Spring Street, Pensacola, FL 32502  
Email: [shawnbrantley@brantleyassociates.com](mailto:shawnbrantley@brantleyassociates.com)  
Phone: 850-433-5075  
Fax: 850-438-0617  
Web: [www.brantleyassociates.com](http://www.brantleyassociates.com)

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

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

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Monday, May 7, 2012, at 6:49 p.m.

Upon call of the roll for the Community Redevelopment Agency the following members were present: Mayor Pro Tem J. B. Schluter, David G. Landfair, Joseph Henderson and Mayor Beverly Zimmern.

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

**A. SUBJECT: DISCUSSION AND ACTION REGARDING APPRAISAL OF PARCELS, THE FORMER CIRCLE K PROPERTY AND THE CHAMBER PROPERTY**

Reference: City Manager memo dated April 25, 2012

**RECOMMENDATION:**

**That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, May 7, 2012 and authorize Brantley and Associates of Pensacola to complete an appraisal, not to exceed \$5,800 of the formal Circle K property at the corner of Hoffman Drive and Gulf Breeze Parkway and Chamber property which is owned by the School Board of Santa Rosa County. (The City Attorney recommended the appraisal price of the property not be released until 30 days after the appraisal has been provided to the City.)**

**B. SUBJECT: DISCUSSION AND ACTION REGARDING CITY OF GULF BREEZE MASTER PLANNING INVOICE FROM VHB MILLER SELLEN**

Reference: Assistant City Manager memo dated April 27, 2012

**RECOMMENDATION:**

**That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, May 7, 2012 and approve payment of Invoice No. 146539 for \$21,447 to VHB Miller Sellen.**

6734 Coddell St  
Navarre, FL 32566  
May 27, 2012

Chief Ronald  
Gulf Breeze Police Department -

Dear Sir,

A great big Thank You to your officers that helped me out Saturday afternoon. I left my car keys on the passenger seat and locked the doors! Oh, me! blame it on my old age!

However, God heard my prayer and your officers came to my rescue along with a Gulf Breeze neighbor who took me from First Baptist to the P.D. station.

Your officers responded quickly and courteously in particular, Officer Kenny Troy. I've had no complaints about the police but I will say my estimation of your department went up a couple of notches. Thanks & God bless

Don Louse (Holley by the Sea)