GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION

NOVEMBER 14, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding Proclamation Honoring Jason Thompson for Ten (10) Year of Sports Journalism in the Gulf Breeze Community

B. Discussion and Action Regarding Proclamation Proclaiming November 2012 as National Hospice Month

C. Discussion and Action Regarding Development Review Board Referral of Nov. 6, 2012

   I. Edward and Sherry Grayson - 18 Via DeLuna Drive, Pensacola Beach, FL Proposing to dredge 60 yards of material; construct a 6' x 40' dock; 14' x 4' catwalk and 2' x 28' catwalk; 30' x 16' covered boat slip and replace Existing sea wall at 128 Highpoint Drive

D. Discussion and Action Regarding Special Event Request for Annual Holiday Parade Held Saturday, December 1, 2012, 10:00 a.m.

E. Discussion and Action Regarding Trailer Mounted Trash Pumps Bid Award

F. Discussion and Action Regarding Landscaping of "Shoreline Park North Drive"

G. Discussion and Action Regarding Furniture Budget and Landscape Design Costs - Recreation Center Project

H. Discussion and Action Regarding Nextel Lease

I. Discussion and Action Regarding Rescue Truck Replacement Bid

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

PROCLAMATION

WHEREAS, Jason Thompson commenced employment with Gulf Breeze News in October 2002 and since that time he has worked tirelessly to cover Gulf Breeze sports in every age group and in every season; and,

WHEREAS, Jason attends most home and away games, pep rallies and prints the results of cheerleading, dance team and band competitions for Gulf Breeze High School; and

WHEREAS, covering games for Gulf Breeze High School, Gulf Breeze Sports Associaion and Tiger Point Sports Association, Jason makes an effort to know players and their families and recognizes players' efforts and encourages those who compete at every level; and,

WHEREAS, Jason has documented athletic feats that have and will be used for scrapbooks or to help secure college scholarships and he has kept the spotlight on athletes as they go to college and beyond; and,

WHEREAS, Jason not only attends each game, takes photos, writes the articles, designs and lays out each sports section, he also helps deliver the issues to schools and paid racks throughout the service area; and,

WHEREAS, during Jason's tenure, Gulf Breeze News has won many statewide awards, including eight Florida Press Awards, three of which were for Best Sports Section; and,

WHEREAS, the last ten years of Jason's 21 years in Sports Journalisim, Jason has cast a positive light on Gulf Breeze as well as provided award winning professionalism to Gulf Breeze News;

NOW, THEREFORE, BE IT PROCLAIMED I, Beverly H. Zimmern, Mayor of the City of Gulf Breeze, join with Gulf Breeze News in honoring Jason Thompson for 10 years of dedication, professionalism and outstanding sports journalism to Gulf Breeze and this community.

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 5th day of November, 2012.

Marita Rhodes, City Clerk

Beverly H. Zimmern, Mayor

City of Gulf Breeze

November 8, 2012

TO: Edwin A. Eddy, City Manager

FROM: Marita Rhodes, City Clerk Marita

SUBJ: **PROCLAMATION - NATIONAL HOSPICE MONTH**

Each year Ms. Constance Bartell with Covenant Hospice asked that the City prepare a Proclamation proclaiming November as National Hospice Month. She provided this proclamation for this year's presentation.

Ms. Bartell plans on being at the November 19th meeting to be presented with this proclamation.

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City of Gulf Breeze

PROCLAMATION

WHEREAS, Covenant Hospice volunteers and staff provide "Excellence in End-of-Life Care" for those persons in our community with life-limiting illnesses; and

WHEREAS, Hospice care has helped meet the medical, emotional and spiritual needs of approximately one million patents with life-limiting illnesses and their loved ones across the nation last year; and

WHEREAS, Covenant Hospice focuses on the entire family and helps promote and educate, and support the community; and

WHEREAS, Hospice in the United States has flourished from one program in 1974 to over 5,000 hospice and palliative care programs today; and

WHEREAS, Hospice volunteers have grown to a record number of 460,000; and

WHEREAS, Covenant Hospice has served the people of northwest Florida and Alabama since 1984 and served over 6,000 patients in 2011; and

WHEREAS, an increase in public awareness and understanding of Hospice care will better serve the families of our community who are faced with life-limiting illnesses; therefore, be it

RESOLVED that I, Beverly H. Zimmern, by virtue of the authority vested in me as Mayor of the city of Gulf Breeze, Florida, do hereby proclaim the month of November 2012 as

NATIONAL HOSPICE MONTH

in the City of Gulf Breeze, which will join the hundreds of cities, counties, and states in observing the month of November as National Hospice Month. We will actively encourage the support and participation of friends, neighbors, colleagues, and fellow citizens in associated Hospice activities and programs now and through the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze to be affixed this _____ day of November 2012.

_____ CITY CLERK

_____ MAYOR

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MINUTES
DEVELOPMENT REVIEW BOARD
NOVEMBER 6, 2012
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE

PRESENT	ABSENT	STAFF
George Williams	Laverne Baker	Shane Carmichael
Samantha Rine		Leslie Guyer
Lee Brown		
Ramsey Landry		
Bill Clark		
JB Schluter		

The meeting was called to order at 6:30 p.m. by Lee Brown, Chairman.

After Roll Call, a motion was made by Bill Clard to approve the minutes as written. The motion was seconded by Ramsey Landry. The minutes from the meeting of October 2, 2012 were approved unanimously.

Mr.Brown asked if any members had any exparte communication regarding the pending case. Mr. Clark stated he had visited the site but did not speak to anyone. No other exparte communications were reported.

PROJECT NO. 12-3000008 – EDWARD AND SHERRY GRAYSON, 18 VIA DE LUNA DRIVE, #164, PENSACOLA BEACH, PROPOSING TO DREDGE +/60 YD3. OF MATERIAL; CONSTRUCT A 6'X40' DOCK, 14'X4' CATWALK AND A 2'X28, CATWALK AND A 30'X16' COVERED BOAT SLIP; AND REPLACE THE EXISTING SEA WALL AT 128 HIGHPOINT DRIVE, GULF BREEZE, FL.

Jason Taylor with Wetland Sciences addressed the board on behalf of Mr. & Mrs. Grayson. Mr. Taylor presented the project to the board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After a discussion, a motion was made by Bill Clark to approve the project as submitted. George Williams seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the project is classified as Level III Marine Construction and must go to the City Council for final approval on November 19, 2012.

As there was no other business to come before the Board, the meeting was adjourned at 6:50 p.m.

ATTESTED TO:

Marita Rhodes

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: November 09, 2012

The Chamber has submitted a special event application for the yearly Holiday Parade. The Parade will be held on Saturday, December 1, 2012. Line up will begin around 8am with the Parade start at 10am. The Parade will conclude around 11:30am. The route, as in the past, will begin at the High School back parking lot and proceed down Shoreline and conclude at the Baptist Church on McLane St. On duty, off duty and auxiliary officers will be used as well as other volunteers to control the traffic

RECOMMENDATION: That the City Council approve the Chamber Holiday Parade.

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

Accredited by Commission for Florida Law Enforcement Accreditation

City of Gulf Breeze

POLICE DEPARTMENT

Robert C. Randle
~~PETER R. PAULDING~~
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE
SPECIAL EVENT

PACKET INCLUDES

1) **COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS**
2) **APPLICATION TO CONDUCT SPECIAL EVENT**

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO

THE GULF BREEZE POLICE DEPARTMENT

AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT

Josie Cotti 11/5/2012
Applicant's Signature **Date**

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City of Gulf Breeze

POLICE DEPARTMENT

Robert C. Randle
~~PETER R. PAWLDING~~
Chief of Police

CITY OF GULF BREEZE

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

Applicant must provide 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 telephone number of the person or persons 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 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 necessary fire prevention rules, regulations and guidelines.

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(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.

Josie Cotti 11/5/2012
Applicant's Signature Date

11-8-12
Police Department's Approval Date

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

11-5-2012
Date Submitted

1. **ORGANIZATION BEING REPRESENTED:**

Name Gulf Breeze Area Chamber
Address 409 Gulf Breeze Parkway, Gulf Breeze FL 32561

2. **PERSON REQUESTING PERMIT:**

Name Josie Cotti
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
Phone (850) 932-7888

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

Name David Szymanski
Address 1070 Shoreline Dr, Gulf Breeze
Phone (850) 934-5106

4. **DATE, HOURS AND LOCATION OF EVENT:**

Saturday, December 1, 2012 ~ 8:00AM - Noon
Rain date: Saturday, Dec 8, 2012 ~ 8AM - Noon

5. **GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS:** Gulf Breeze Christmas Parade Begins with line-up on the bus ramp behind the schools. Parade progresses down Shoreline Dr, to Melane, down Melane, ending at Fairpoint (First Baptist Church) Parade actually on street from 10 - 11:30 AM.

Josie Cotti 11/5/2012
Applicant's Signature/Date

11-8-'12
Police Department's Approval/Date

City Manager's Approval/Date

2012 Gulf Breeze Holiday Parade Entry Form

GULF BREEZE
AREA CHAMBER OF COMMERCE

Saturday, December 1, 2012, 10:00 AM

Please Note: Registration Deadline is November 29, 2012

Parade Theme:
"Home for the Holidays"

Entry Fee: By Monday, November 26th: $10.00 for non-profits, $25.00 for all others (Fee due with registration form. Fee will not be collected on date of parade.) After November 29th: $50.00.

Parade Line-up and Route will be reviewed at a Mandatory Pre-Parade Meeting to be held on November 29th at 6:00 p.m. at the Recreation Center, 800 Shoreline Dr., Gulf Breeze. At least one representative from your group must attend this meeting in order to participate in the parade.

PARADE REGULATIONS:

*All entries should be decorated around the parade theme.
*All entries are asked not to have a Santa. Santa will ride on the fire truck at end of parade.
*All entries should limit the number of vehicles to no more than two.
*All entries that will be in the judged as they pass the Grand Stand at City Hall. Ribbons will be awarded at end of parade. (Categories: Best in Show, Grand Marshall's Choice, Best Holiday Spirit.)
*All animal waste must be cleaned up DURING the event.
*All music played during the parade must be HOLIDAY music.

Please complete parade entry form. Make checks out to "City of Gulf Breeze".
Mail or drop off payment to:
City of Gulf Breeze
Attn: Leslie Guyer
P.O. Box 640, Gulf Breeze, Florida 32562
Tel: (850) 934-5134 Fax: (850) 934-5114 Email: lguyer@gulfbreeze.fl.gov

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ORGANIZATION: _____ NON-PROFIT: Yes__ No__

CONTACT PERSON: _____ EMAIL: _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP: _____ PHONE(S): _____

Type of Entry: (check category and answer appropriate questions):

1. Float _____ Music on your float or with your group? Yes___ No ___

3. Band_____ How many members? _____ Type of Band_____

4. Marchers/ Dancers_____ How many? _____

5. Horse & Rider_____ How many? _____

Payment Method: Visa__ MasterCard__ Check__ (check one)

If Payment by Credit Card, credit card number: _____

Expiration Date: _____ Signature of Cardholder: _____

City of Gulf Breeze

DATE: November 5, 2012

TO: Vernon L. Prather
Director of Public Services

FROM: Harrold Hatcher, P.S.C.O.

RE: Trailer Mounted Trash Pumps

On June 12, 2012, City Council approved the purchase of two trailer mounted trash pumps to be used in both wastewater and stormwater tasks. Specifications were developed and put out for bid in September, with a bid opening date of November 1, 2012.

We received two bids as follows:

	4"	6"
Thompson Pump & Mfg. Co., Inc.	$ 34,997.81	$ 40,871.13
Recommended Option: EP 250 Control Panels which provide a programmable controller & float storage box	2,119.89	2,119.89
Pensacola	$ 37,117.70	$ 42,991.02
Pat's Pump & Blower	$ 47,597.00	$ 60,963.00
Orlando		

The bids were evaluated and, with very minor deviations from both bidders, substantially meet the intent of the specification.

Recommendation: City Council approve awarding the bid to Thompson Pump & Mfg. Co., Inc. for the 4" at $34,997.81 plus the $2,119.89 for the control panel totaling $37,117.70 and for the 6" at $40,871.13 plus the $2,119.89 for the control panel totaling $42,991.02. The total bid award would be $80,108.72.

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City of Gulf Breeze

OFFICE OF THE CITY MANAGER

June 22, 2012

TO: Mayor and City Council

FROM: Edwin A. Eddy, City Manager

SUBJ: **PURCHASE OF TRAILER MOUNTED PUMPS**

The recent rain event underscored the need for the City to purchase two (2) 40 horsepower trailer mounted pumps. This area seems to experience a severe rain event every three years or so. We have made major strides in managing storm water in recent years, however, a few areas still flood during extremely heavy rain.

We currently rely on cumbersome, antiquated "bypass" pumps which serve a dual purpose. An intake hose can be placed in a pond and the pump transfers the water to another location. The other function served by such a pump is to move wastewater through a lift station when power is out or a generator is not available.

For the recent rain, we rented large pumps. There is a time delay for delivery. Rental pumps may not always be available.

The older pumps, purchased in the 80's are high maintenance. They also require a high degree of manpower to put in place.

New 40hp Bypass pumps are expected to cost $35,000 to $45,000 each. Funding for these pumps, which should last twenty plus years, can come from the City Wastewater fund and the City Storm Water fund.

RECOMMENDATION:

That the City Council direct staff to prepare bid specifications immediately and advertise for purchase of two (2) 40hp bypass pumps.

Approved by the City Council on 6-27-12

EAE

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P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

City of Gulf Breeze, Florida

1070 Shoreline Drive
Gulf Breeze, Florida 32561-4702
PHONE: (850) 934-5100
FAX: (850) 934-5114

REQUEST FOR BIDS

Date: September 25, 2012

Sealed Bid Packages will be received at Gulf Breeze City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561 4702, until

November 01, 2012
1:00 p.m. Central Time

for

Bids for:
1- 4" compressor-assisted, horizontal, trailer mounted, trash pump and 1- 6" compressor-assisted, horizontal, trailer mounted, trash pump

This bid packet includes "Instructions for Submitting a Bid Package" and the "Bid specifications" for this bid.

Please submit three (3) copies of your submittal to the City of Gulf Breeze, Attention: Marita Rhodes, City Clerk, Mailing Address: 1070 Shoreline Drive, Gulf Breeze, Florida 32561-4702. Your submittal should be received no later than November 01,2012 at 1:00 p.m. Central Time. If you should have any questions on this request, please contact Mr. Harrold Hatcher at (850) 934-5136.

CITY OF GULF BREEZE, FLORIDA

Vernon L. Prather

Vernon L. Prather
Director of Public Services

Bid Sheet

1) 4" Compressor assisted trash pump total bid cost $34,997.81

Are all options listed included in this bid? Yes_____ **No** X

If No, list options not included

THOMPSON AUTO START/STOP FLOATS + STORAGE BOX

ADD TO ABOVE BID – $2,119.89

2) 6" Compressor assisted trash pump total bid cost $40,871.13

Are all options listed included in this bid? Yes_____ **No** X

If No, list options not included

THOMPSON AUTO START/STOP FLOATS + STORAGE BOX

ADD TO ABOVE BID – $2,119.89

Date NOVEMBER 1, 2012

Company Name THOMPSON PUMP + MFG. CO., INC.

Company address 3310 McLEMORE DR., PENSACOLA, FL 32514

Bidders Name RICK WATERS

Bidders Title GULF REGION SALES

Bidder's signature Rick Waters

THOMPSON PUMP
EXPERIENCE INNOVATION
ISO 9001: 2008 CERTIFIED

Rick Waters
Gulf Region Sales Manager

Cell: **(850) 393-9129**
rwaters@thompsonpump.com

3310 McLemore Drive
Pensacola, FL 32514
(800) 767-7313
Ph: **(850) 478-2833**
Fx: **(850) 479-4349**
www.thompsonpump.com

Bid Sheet

1) 4" Compressor assisted trash pump total bid cost $47,597.00

Are all options listed included in this bid? Yes X No ____

If No, list options not included FOB GULF BREEZE

2) 6" Compressor assisted trash pump total bid cost $60,963.00

Are all options listed included in this bid? Yes X No ____

If No, list options not included FOB GULF BREEZE

Date 10/31/12

Company Name PATS PUMP & BLOWER

Company address 6301 W CHURCH ST, ORLANDO, FL 32805

Bidders Name DAVID PACE, BSIE

Bidders Title SALES ENGINEER

Bidder's signature [signature]

City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

TO: Edwin A. Eddy, City Manager

FROM: Ron Pulley, Director of Parks and Recreation

SUBJECT: Landscaping of "Shoreline Park North Drive"

DATE: November 8, 2012

In order for the paving and sidewalk installation to occur on Shoreline Park North Drive, a number of mature pine trees and several live oaks had to be removed. Additionally, the paved parking area included in the Recreation Center project required the removal of pines and live oaks.

The addition of paving and sidewalks throughout this area of our park provides greatly enhanced accessability for our citizens and it is Council's desire to make this area as attractive and safe as possible. Therefore, we propose the following plan of action:

1. The State Forestry Department will provide, at no cost to the City, 100 - 4 ft. Loblolly Pines, to be planted along Shoreline Park North Drive and the adjacent parking area. These are a very fast growing pine and will more than replace those that were removed. Our Regional Forester, stationed in Milton, advises that this size tree is our most cost effective course of action due the extremely high cost of transplanting larger trees.
2. Install 12 ft. live oaks and cypress trees around the holding pond areas which are adjacent to the new parking lot.
3. Install split rail fence along both sides of Shoreline Park North Drive beginning at the intersection of Sunset and continuing on the north side to the yellow gate at Softball Field #3 and on the south side along the parking lot curb to the Recreation Center.

Mason Brown, a local Eagle Scout candidate has expressed interest in taking on the installation of at least a portion of the split rail fence as his Eagle Project. The planting of the pines as well as the oaks and cypress trees also represent an appropriate project for prospective Eagle Scouts.

Current estimates for the materials necessary to complete these steps are; $5,500 for the split rail fencing and $4,000 for 20, 12 ft. cypress/live oak trees.

Recommendation

That Council direct staff to proceed with the installation of the pine, live oak and cypress trees and the split rail fence as described above, at a total cost not to exceed $9,500.

(850) 934-5140 • FAX (850) 916-4193
800 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32561

baydesign
ARCHITECTURE

November 8, 2012

Mr. Ron Pulley
Director of Parks and Recreation
The City of Gulf Breeze
800 Shoreline Drive
Gulf Breeze, FL 32561

Re: **Furniture Budget and Landscape Design Cost for Community Center Addition and Renovations**

Dear Mr. Pulley:

As we have previously discussed, you have expressed the need for a complete landscape design to complement the Community center project. The initial planting plan provided by the civil engineering consultant was intended to meet the minimum code requirements and to minimize budgetary impacts. It is clear that in the long-term, an overall landscaping design master plan is needed to coordinate the future development and improvements to the park. By developing such a plan now, the actual landscaping work can be phased and coordinated so there is a consistent look.

As your architects on the Community Center project, we can recommend a qualified local landscape designer for the anticipated design work, which can be accomplished through our existing contract. The fee for landscape design services are estimated not to exceed $12,500 depending on the final areas to be addressed. The scope of work will include conceptual design for approval, construction documents, cost estimates, and construction administration during installation. The work will be designated in specific areas to allow for phased construction as the city's budget permits.

We are working with a local area company on the procurement of furniture for the new building. Business Interiors has access to numerous lines of furniture manufacturers, and will work with the city to purchase under the heavily-discounted State of Florida purchasing schedule, which provides a set discount to all state and local agencies. With Business Interiors, we have evaluated the total furniture needs and have estimated that the entire furniture package cost will not exceed $120,000. A detailed estimate and drawing layout will follow shortly.

Please let us know if you have any questions. We look forward to working with you on this project.

Sincerely,

Steve Jernigan, FAIA

bay design associates architects, p.l.
architecture + sustainability
720 bayfront parkway
Suite 200
pensacola, florida 32502
ring 850.432.0706
fax 850.433.0508
baydesign.com

florida certificate of authorization AA0003597

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: November 9, 2012

SUBJECT: Nextel Lease

Attached, please find the revised Nextel Lease Termination Agreement. The lease now reflects Nextel paying out the remainder of their lease until September 30, 2016 and transfer of their site to the City, minus the iDEN radio equipment contained inside the shelter. A copy of the Lease Termination Agreement has been forwarded to the City Attorney for review.

RECOMMENDATION: ***PENDING COMMENTS FROM THE CITY ATTORNEY, STAFF RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE THE TERMINATION OF THE NEXTEL LEASE AT THE FAIRPOINT TANK RELATIVE TO THE TERMS CONTAINED IN THE AGREEMENT.***

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LEASE TERMINATION AGREEMENT AND GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of November 05, 2012, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Nextel") and City of Gulf Breeze, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

RECITALS

A. Owner owns certain property located at 313 Fairpoint Dr, Gulf Breeze, FL ("Owner's Property"). Nextel, as lessee or tenant (or successor in interest to the lessee or tenant), and Owner, as lessor or landlord (or successor in interest to the lessor or landlord), are parties to that Watertank Lease Agreement dated as of October 01, 2006 (the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefore (collectively, the "Communications Facility").

C. By letter dated November 8, 2012, as permitted by the terms of the Lease, Nextel notified Owner of Nextel's election to terminate the Lease, effective as of September 30, 2016 ("Notice"). Owner acknowledges that Nextel's written Notice was properly given and effective.

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on September 30, 2016 ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will make a final payment of Zero Dollars ($0.00), in the same time and manner as rent is currently paid by Nextel, constituting Rent and other charges (if applicable) for the final month of the Lease (from August 31, 2016 through September 30, 2016) (the "Final Payment").

2. Vacation and Surrender of the Site; Site Acceptance.

a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will remove from the Site the following (the "Removed Equipment"):

Nextel's radios and back-up batteries

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

4. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

5. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

6. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

8. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"OWNER"

City of Gulf Breeze, a Florida municipal corporation

By: _____
Name: _____
Title: _____

"NEXTEL"

Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners

By: _____
Name: _____
Title: _____

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of November 05, 2012, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Nextel") and City of Gulf Breeze, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated November 05, 2012 (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 313 Fairpoint Dr, Gulf Breeze, FL (Nextel Site # FL308P), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefore (collectively, the "Communications Facility").

C. Nextel removed some or all of the Communications Facility, and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that Nextel has restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner on or before the Termination Date as required by the Agreement. Owner acknowledges that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"), and Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials), and Owner fully and forever releases Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection therewith, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property.

Executed on _____, 2012

"OWNER"

City of Gulf Breeze, a Florida municipal corporation

By: _____
Name: _____
Title: _____

"NEXTEL"

Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners

By: _____
Name: _____
Title: _____

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Fire Chief

DATE: November 8, 2012

SUBJECT: Rescue Truck Replacement Bid

The largest capital project in the Fire Department budget this year is to replace our current rescue truck which is a mini-pumper with a new crew cab pickup equipped with a service body. The current truck is a mini-pumper mounted on a Ford F-550 super duty chassis. The apparatus was acquired in 2003 at a cost of $156,000. The main reason for the selection of a mini-pumper was to serve the Gulf Breeze Fishing Bridge. The structural deficiency of the bridge prevented the use of a full sized pumper which weighs in excess of 25 tons. The mini-pumper is equipped with a foam pump that aids in the suppression of vehicle fires with a limited water source.

Because of the truck's small size and maneuverability, it is also used as the primary apparatus for medical calls. As a result, it is the most heavily used apparatus in the department's fleet. The truck has been plagued with mechanical problems from the beginning and in early 2011 the lower block of the engine had to be replaced as a result of a faulty oil pump. In the last three years, we have spent over $18,000 in maintenance costs. Since the fishing bridge was destroyed as a result of Hurricane Ivan, the need for a mini-pumper has diminished. We are proposing to sell the apparatus and replace it with a Chevy 2500 or 3500 pickup with a utility service body. Sixty thousand dollars ($60,000) has been set aside in this year's budget.

Staff has investigated the use of compressed natural gas for this vehicle; however, we have spoken to two different dealers and they said that since we are going with a crew cab, there is going to be very little bed space if we use CNG. The crew cab dictates that we go with a smaller service body and the CNG tanks are mounted in the bed of the service body. There is no way to mount the CNG tanks between the frame rails because the gasoline tank is already there. We will be losing almost half the bed space. We will have no bed space left if we mount a generator for scene working lights. Staff feels that CNG is not going to be a viable option as it will decrease the functionality of the truck.

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640
WWW.CITYOFGULFBREEZE.COM

A rough set of specifications for the vehicle is as follows. The prices listed are from the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chief's Association 2012 – 2013 contact.

Base Vehicle	$22,880
SRW	-$275
Diesel	$8,375
Dual Alternator	$269
Power Windows/Lock	$590
Radio	$169
Front Bucket Seats	$0
Floor Mats	$199
Deep Window Tint	$99
Rear Slider Glass	$248
Crew Cab	$4,745
Steps	$698
Wrap Around Grill	$1,295
Winch	$1,495
Skid Plate	$149
Shift on the Fly	$199
All Terrain Tires	$149
Tow Mirrors	$240
Tow Package	$685
Utility Body	$5,995
Backup Alarm	$137
Backup Camera	$645
TOTAL	**$48,986**

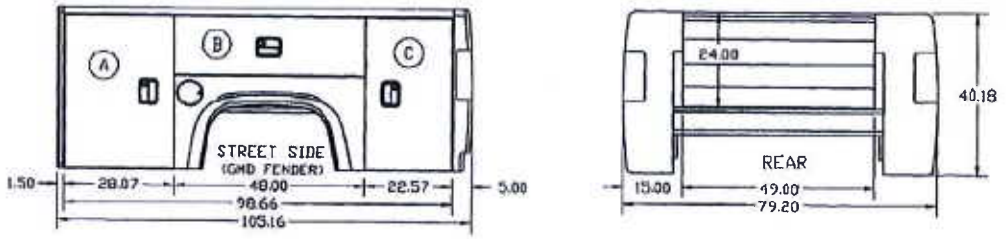
It is important to note that while the price of the vehicle is well below the $60,000 budgeted amount, additional equipment will have to be added after we take delivery. Examples include mobile radios, emergency warning lights, sirens, reflective striping and etc. The difference in the balance will be used for the additional items.

RECOMMENDATION: ***THAT THE CITY COUNCIL AUTHORIZE THE FIRE CHIEF TO SOLICIT BIDS FOR A NEW RESCUE TRUCK.***

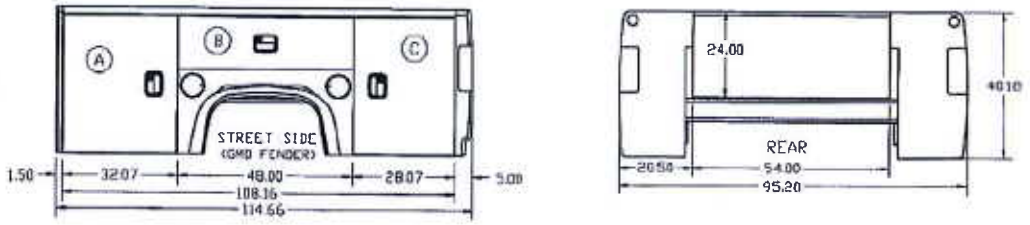
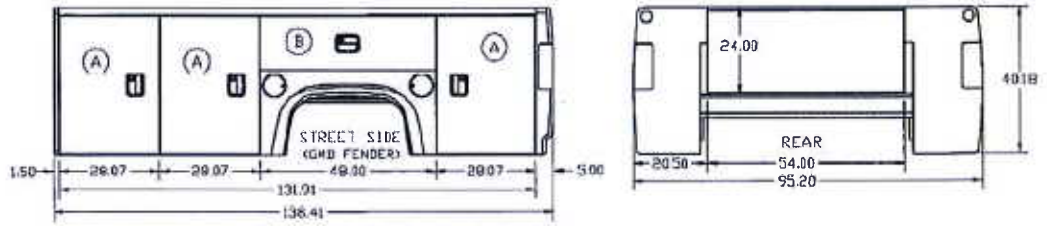
CSC
Attachment

EXAMPLES

Crew Cab



Extended Cab



Standard Cab