

# GULF BREEZE CITY COUNCIL EXECUTIVE MEETING AGENDA

JUNE 11, 2014  
WEDNESDAY, 6:30 P.M.  
COUNCIL CHAMBERS

## ACTION AGENDA ITEMS:

### A. Discussion and Action Regarding Development Review Board Recommendation:

Gulf Investments and Sales, LLC  
3218 Quiet Water Lane  
Gulf Breeze, FL 32563

Request to install a new vinyl sheet pile seawall fronted with rip rap at 314 North Sunset Boulevard.

### B. Discussion and Action Regarding Storm Water Task Force Short Term and Immediate Action List

### C. Discussion and Action Regarding Special Event Application from Gulf Coast Event Group

### D. Discussion and Action Regarding Kubota Trade-in

### E. Discussion and Action Regarding Sensus AMI Agreement

### F. Discussion and Action Regarding Verizon Cell Lease Amendment

### G. Discussion and Action Regarding Resolution 11-14 City of Gulf Breeze and Florida Department of Transportation - Maintenance of U.S. Highway 98 Contract Renewal

### H. Discussion and Action Regarding City of Gulf Breeze Master Planning Invoice

### I. Information Items

### J. Public Forum

**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 ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving the recognition from the Chair.**

**MINUTES  
DEVELOPMENT REVIEW BOARD  
JUNE 3, 2014  
TUESDAY.....6:30 P.M.  
CITY HALL OF GULF BREEZE**

PRESENT

J.B. Schluter  
George Williams  
Ramsey Landry  
Michael Segars  
Laverne Baker  
Bill Hoke

ABSENT

Bill Clark  
Maggie Tamburro

STAFF

Shane Carmichael  
Leslie Guyer

The meeting was called to order at 6:30 p.m. by Chairman George Williams.

After Roll Call, a motion was made by J.B. Schluter to approve the minutes as written. The motion was seconded by Michael Segars. The minutes from the meeting of May 6, 2014, were approved unanimously.

Mr. Williams asked if any members had any exparte communications regarding the pending case. There were no exparte communications by the Board members.

**PROJECT NO. JCML3-14-0002: GULF INVESTMENTS AND SALES, LLC, 3218 QUIET WATER LANE, GULF BREEZE, 32563, REQUESTING TO INSTALL A NEW VINYL SHEET PILE SEAWALL FRONTED WITH RIP RAP AT 314 NORTH SUNSET BLVD.**

Jason Taylor with Wetland Sciences appeared before the Board on behalf of John Fagan, the owner of the property located at 314 N. Sunset Blvd. Mr. Taylor presented the case to the Board and answered questions.

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

Upon further review of the drawings, it was discovered that the plans did not allow for a 10 foot buffer from the end of the seawall to the property line. Mr. Taylor stated that the seawall will stop 10 feet from the property line and turn in a 45 degree angle landward. Mr. Taylor stated that the adjustment will be made and corrected drawings will be resubmitted.

A motion was made by Mr. Schluter to approve the project as submitted with the changes noted above. Mr. Landry seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated that the project is classified as a Level III Development and the case would go before the City Council for final approval on June 16, 2014

As there was no other business to come before the Board, the meeting was adjourned at 6:48 p.m.

ATTESTED TO:

\_\_\_\_\_  
Leslie A. Guyer, City Clerk



# City of Gulf Breeze

TO: Edwin A. Eddy, City Manager  
FROM:  David J. Szymanski, Assistant City Manager  
DATE: June 6, 2014  
SUBJECT: Storm Water Task Force Short Term and Immediate Action List

On May 19, 2014, the City Council approved the formation of a Storm Water Task Force to study storm water drainage in the City of Gulf Breeze. The mission of the Task Force is to identify capital improvements, maintenance practices, and preventive techniques to make the City less vulnerable to flooding.

The Task Force has been presented with information regarding the current storm water infrastructure, age of system, size of pipes and number of pumps, maintenance practices, and future drainage projects. The Task force has been asked to make recommendations on improvements to the City's storm water drainage system in the areas most affected by the April Flood event.

The Task Force has met three times and is mindful of the tropical hurricane season upon the City. The Task Force is ready to make some recommendations on some short term and immediate action items for the City Council to consider. The Task Force feels that the recommendations can provide intermediate solutions to immediate problem areas. Attached please find the recommendations of the Task Force submitted by chairman, Ed Gray, III.

**RECOMMENDATIONS:** That the City Council review the recommendations made by the Storm Water Task Force for the short term and immediate corrective steps for the storm water system. That the City Council direct staff to provide comment, engage engineering expertise, develop cost estimates, and establish timelines based on the Task Force's recommendations.

**June 5, 2014**

**Storm Water Drainage Task Force – Short Term and Immediate Action Steps for the City Council’s Consideration Pending Long Term Plan Development**

**Members of the City Council;**

At its June 3 meeting, the third of the meetings held to date, your task force discussed and adopted the following immediate action steps that it recommends you implement. In no way does this list of improvements to the city’s storm water system indicate our committee has completed its work. We indeed have much more deliberations and ultimately recommendations to be considered. However, due to the tropical storm season upon us and the already saturated conditions of the city’s infrastructure, we feel any short term improvements that can be done without extensive permitting, yet addresses immediate problem areas, should be undertaken as emergency work orders. These recommendations are listed in no particular priority and are divided into 3 geographical areas as used by the task force for sub-committee purposes.

**East Area**

- A. Plantation Hill – contingent upon the Plantation Hill Homeowners approval of improvements to the privately owned existing storm water holding ponds
  1. Develop plans to enlarge the existing central holding pond in available area adjoining the existing pond. Capacity gain may be 1/3 or greater from the existing area.
  2. Install a direct connect of the lower pond (bordering James River Rd.) to the hospital retention pond. This will entail obtaining easements and approvals from Baptist Healthcare.
    - Note – The culvert channeling overflow from the main holding pond that flows via culverts and underground pipe to the James River pond is sized too small to overcome a 200 year event. Assessment should begin to determine the feasibility of enlarging this pipe from its current 14” to a larger diameter. We suspect this project will be long term and expensive, but the initial assessment should be done. Emphasis in the short term should concentrate on enlarging the main pond, with overflow pipe upgrades considered later.
- B. McClure/Shirley area
  1. Following enlarging the Plantation Hill pond system, connect a discharge from the existing storm water collection system into the Plantation Hill system. The current system without a discharge pipe will serve this area well IF the existing groundwater filtering pipe is discharged continually. The discharge planning may have to include the installation of a lift station, but existing groundwater filtering pipe already in the ground can be effectively utilized.
  2. Contingency – in the unlikely circumstance Plantation homeowners elect to maintain the status quo of the current facilities and refuse access to the private facilities for the McClure/Shirley area, an alternative engineering plan to discharge the McClure system should be prepared. An alternative for review is to pump southward into the discharge systems that serve Highway 98.

### C. Baycliffs

1. Obtain an easement to immediately discharge the existing Baycliff collection system to the storm pipe running parallel to the subdivision. Ground water elevations will improve and storm event capacity increased.
2. Begin an immediate plan to swale/berm/ditch the property bordering Baycliffs and the Live Oaks reservation to prevent sheet runoff of water from the Live Oaks reservation now flooding Baycliffs. Videos of the runoff from the Live Oaks area have verified the severity of this problem.
3. With the discharge of groundwater collected in the existing Baycliff underground system going to the outfall line coming from the hospital, AND a berm/swale structure being constructed to impede the runoff from the Naval Live Oaks, the Baycliff area will see appreciable improvement in the event of another major downpour.
4. Modify the invert and overflow of the hospital pond. By maintaining the pond level more efficiently, capacity is better utilized. Permission from the hospital will need to be obtained.

## Central Area

### A. Dracena / Silverthorn

1. Improve upon the existing contract for the storm water contract now underway by engineering additional catch basins for the right of way. The already designed system poised for construction must have homeowner cooperation for easement to the pumping station on Russ Drive.
2. Utilize the existing easement bordering the school property to install added collection of groundwater for discharge into the Russ station. Meetings with school district representatives have already begun and cooperation has been positive.
3. Verify and ensure, pumping capacity of the Russ station is sized at 40hp (2@20 each) or more.

### B. Loruna / Poinciana

1. Immediately create a gravity collection point at Loruna and Poinciana, taking the water flow southward to the retention pond existing in Shoreline Park (northern area near Poinciana).
2. Enlarge and lower the pond level in Shoreline Park so its level is lower, creating more capacity and lowering adjoining groundwater levels. City staff has already begun this task.
3. Install an 18" or greater perf pipe in an area within the Frisbee golf range to act as a groundwater control. Direct flow to the existing pipe that connects to the Community Center lift station. This improvement can be easily constructed on existing city owned property and into existing drainage infrastructure.
4. Begin engineering and design of added underground drains for tie in to the Loruna catch basin that will drain areas north of Poinciana.

### C. Bear Drive

1. At approximately 113 Bear Dr, the right of way needs a better contour of the existing topography to allow greater flow into existing basins.

2. Thoroughly test the recent repairs on the Bear Drive system to assure the line problem has been fixed.

### **West Area**

- A. Washington St
  1. Expand upon the currently engineered plan (soon to be constructed) by adding piping from Navarre St via Norwich that will serve to increase the drainage of Gilmore and San Carlos as well as the south end of Navarre. A design should be drawn that will enable adjoining areas near Gilmore, San Carlos, Norwich, York, or Surrey to have a discharge via Washington. The contracted new storm water project will include a 12" discharge force main line under Shoreline that ultimately will discharge in Regina/Zamara canal. This high capacity line should be utilized to its full capacity without adding other discharge lines that may be unnecessary.
  2. Ensure the planned Washington lift station is sized at 40hp (2@20 each) or better.
- B. Dolphin / Camelia
  1. Upgrade the Camelia/Dolphin catch drains into the existing lift stations adding more from the areas on Dolphin east of the stations. Increase the capacity of the lift stations for greater discharge. Raise the elevation of the electrical panels and replace as needed for higher capacity pump upgrades. This recommendation is already a part of the planned storm water project.

### **All the existing system**

A thorough cleaning and general maintenance of the current systems should be conducted in a manner that documents who, when, and where systems have been checked for maximum operating efficiency. No component of the current system should be assumed to be operating properly until inspections are completed.

### **Additional Information**

Superintendent Tim Wyrosdick and Facilities Asst. Superintendent Joey Harrell of the school district met with me to coordinate a joint mitigation project that will dramatically assist in the planned storm water management of both Dracena and Russ Dr. It also will benefit the flooding mitigation for the high school. By the time the Council meets Wednesday, I am hopeful we will have a formal approval by the school board to grant easements to start engineering of this plan.

**The above recommendations are submitted by unanimous vote of the task force. Transmitted on behalf of the task force by,**

**Ed Gray, III  
Chair**



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief 

Date: 05-28-14

Ref: Special Event Application

Adam Guess of Gulf Coast Event Group has submitted an application for a 5K run across the Pensacola Bay Bridge. The run would start in Pensacola and end at the Bridge Bar in Gulf Breeze. The runners will run southbound on the Pensacola Bay Bridge. The run will be on Sunday, October 12, 2014, beginning at 7:30am. The race coordinator expects approximately 1200 participants. Pensacola Police will handle all traffic issues because of the race course. At this time I have an email from the Pensacola Police Department traffic sergeant stating they have no objections to the run. Traffic Control will be done by on-duty and off-duty officers. Off duty officers will provide security for the after run festivities.

**RECOMMENDATION: That the City Council approves 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**

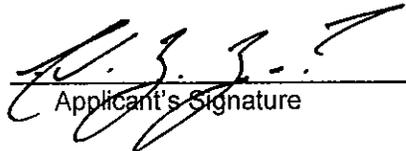
#### **Packet Includes:**

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

  
\_\_\_\_\_  
Applicant's Signature

5/2/14  
\_\_\_\_\_  
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**

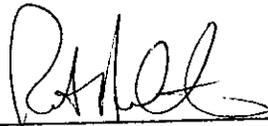
Applicant must provide the following information at least 30 days prior to the Special Event:

- (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.

  
Applicant's Signature

5/2/14  
Date

  
Police Department's Approval

5-2-14  
Date

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

5-2-14  
\_\_\_\_\_  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Coast Event Group Inc  
Address ~~100~~ 903 Comanche Dr Abita Springs LA 70420

2. PERSON REQUESTING PERMIT:

Name Adam Guess  
Address 1100 Shoreline Dr #215 Gulf Breeze FL 32561  
Phone 850 261 6171

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

Name Adam Guess  
Address SAA  
Phone SAA

4. DATE, HOURS AND LOCATION OF EVENT:

Pensacola Bay Bridge + Bridge Bar  
\_\_\_\_\_  
\_\_\_\_\_

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: 5K foot race over Pensacola Bay Bridge, Ending w/ a post race celebration at Bridge Bar. 7:00am - 11:00am, Oct. 12, 2014

[Signature] 5/2/14  
Applicant's Signature/Date

[Signature] 5.20.14  
Police Department's Approval/Date

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

Mail

More

COMPOSE

Fwd: Bridge Run

Inbox x

Inbox (2)

Starred

Important

Sent Mail

Drafts

Spam

ACCREDITATION

Billing

CITY COUNCIL P...

Search people

Anna Marie Dema...

Edwin Eddy

Leslie Guyer

Craig S. Carmichael

Denise Biggs

Harrold Hatcher

Kerstan Tatro

Mina Lanzetta

Robert Randle

Steff Neff



Adam Guess <guess.adam@gmail.com>  
to me

2:17 PM

----- Forwarded message -----  
From: **Steve Rankin** <[SRankin@cityofpensacola.com](mailto:SRankin@cityofpensacola.com)>  
Date: Fri, May 23, 2014 at 12:20 PM  
Subject: Bridge Run  
To: Adam Guess <[guess.adam@gmail.com](mailto:guess.adam@gmail.com)>  
Cc: Jamie Briarton <[JBriarton@cityofpensacola.com](mailto:JBriarton@cityofpensacola.com)>

As it stands now, PPD has no objections to the Bridge Run scheduled for Sunday, October 12, 2014 at 0730 hours. We have discussed the number of officers needed to Pensacola side of the bridge and for the run on the bridge itself. Mr. Guess will have to coordinate with Gulf Breeze PD for any traffic control/ events on their side of t

If you have any questions, please don't hesitate to contact myself or officer Jamie Briarton.

Thanks,

**Sgt. Steve Rankin**  
Traffic Division/ Special Events Coordinator  
Pensacola Police Department  
(850) 436-5410  
[SRankin@cityofpensacola.fl.us](mailto:SRankin@cityofpensacola.fl.us)

Florida has a very broad public records law. As a result, any written communication created or received by City of Pensacola officials and employees will be made available request, unless otherwise exempt. Under Florida Law, email addresses are public records. If you do not want your email address released in a response to public records this office. Instead, contact our office by phone or in writing.



Click here to [Reply](#) or [Forward](#)

# Memo

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

**FROM:** Vernon L. Prather, Director of Public Services

**THRU:** Ron Pulley, Director of Parks & Recreation

**SUBJECT:** Justification of Kubota Trade-In

**DATE:** June 6, 2014

The Parks & Recreation Department purchased a Kubota RTV400CI 2- passenger personal utility vehicle on January 9, 2013 for \$9,239.39. At the time, we believed that the Kubota RTV400 would be adequate for the needs of the New Community Center. However, with the New Center bringing more usage to the fields and building, we find ourselves in need of vehicle with 4-passenger capability, larger dump bed, adjustable back row seating for tables and other equipment needed by the community members and park users.

The Public Services Department is set to purchase a 2-passanger Utility Vehicle similar to our current Kubota. We are requesting a transfer of equipment of the Kubota RTV400CI to Public Services for the Trade-In value of \$7,000. This \$7,000 would go towards the purchase of a larger Kubota RTV1140CPXS-H 4-passenger utility vehicle for \$13,346.76.

The transfer of our current Kubota and the purchase of the new 4 passenger Kubota would better fit the needs of the Community Center, while also satisfying Public Services search for a 2-passanger utility vehicle. Both Departments mutually benefit from the transfer of equipment and funds that have been requested.

**Recommendation: City Council approve the following:**

- 1. Transfer of one (1) Kubota RTV400 from the Parks & Recreation Department to the Public Services Department**
- 2. The transfer of \$7,000 for the trade in value of the Kubota RTV400 to Parks & Recreation Department from the Public Services Department.**
- 3. Approve the additional \$6,345.76 necessary for the purchase of one (1) Kubota RTV400CI for the Parks & Recreation Department.**



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** June 6, 2014  
**RE:** Sensus AMI Agreement

Attached is the proposed agreement with Sensus regarding the automated metering infrastructure (AMI) they will provide for the meter replacement project. The agreement covers the City's use of the Sensus radio frequency license, the testing, startup and service agreement for the base station equipment, as well as terms of use for the proprietary software system. Sensus provides a cloud solution for the storage of data, as well as the software that analyzes and sends alarms to staff regarding usage. This also provides annual customer support for the products. The documentation has been provided to the City Attorney for review.

The meter project is progressing well. The majority of the meters have been received, the kick-off meeting will held June 11<sup>th</sup>, with the work beginning on June 16<sup>th</sup>. We expect about a 6 month completion on the meter change out.

**RECOMMENDATION:** The City Council approve the attached agreement with Sensus for automated metering infrastructure project pending the City Attorney's comments and revisions.



**Advanced Metering Infrastructure (AMI) Agreement**

**between**

**City of Gulf Breeze  
("Customer")**

**and  
Sensus USA Inc.  
("Sensus")**

IN WITNESS WHEREOF, the parties have caused this AMI Agreement ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 5 Years ("Term"), provided that it may be extended for a longer period by written agreement.

This Agreement contains two parts: Part (1) is The FCC Notification for Spectrum Manager Lease, to be filed with the FCC by Sensus on behalf of the Customer and Part (2) is a AMI Agreement between Sensus and Customer. Together, these two parts create the Agreement.

**Sensus USA Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer: City of Gulf Breeze**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contents of this Agreement:**

- Part 1: Notification for Spectrum Manager Lease
- Part 2: AMI Agreement
  - Exhibit A Software as a Service
  - Exhibit B Technical Support

### Part 1: Notification for Spectrum Manager Lease

In order for Sensus to apply to the FCC on the Customer's behalf for a spectrum manager lease, Customer must complete the information below in boxes one (1) through ten (10) and certify via authorized signature. Customer's signature will indicate that Customer authorizes Sensus to file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum Lessee, and if Customer does not already have one, ownership disclosure information on FCC Form 602.

<b>1</b>	Customer/Lessee Name:		
	Attention To:		Name of Real Party in Interest:
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:	Email:	

Is Customer contact information same as above?  Yes  No (If No, complete box 2 below)

#### Additional Customer/Lessee Contact Information

<b>2</b>	Company Name:		
	Attention To:		
	Street Address:		City:
	State:	Zip:	Phone:
	Fax:	Email:	

<b>3</b>	Customer/Lessee is a(n) (Select one): <input type="checkbox"/> Individual   <input type="checkbox"/> Unincorporated Association   <input type="checkbox"/> Trust <input type="checkbox"/> Government Entity   <input type="checkbox"/> Corporation   <input type="checkbox"/> Limited Liability Company   <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership   <input type="checkbox"/> Limited Liability Partnership   <input type="checkbox"/> Consortium   <input type="checkbox"/> Other _____
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<b>4</b>	FCC Form 602: FCC File Number of Customer's Form 602 Ownership Information: _____. If Customer has not filed a Form 602, Sensus will file one for Customer. Please complete questions 5, 6, and 7 below if Customer does <b>not</b> have a Form 602 on file. Customer must complete items 8, 9 and 10 irrespective of whether Customer has an ownership report on file.
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<b>5</b>	Customer Tax ID:
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#### Individual Contact For FCC Matters

<b>6</b>	Please designate one individual (the Director of Public Works or similar person) who is responsible to the FCC for the operation of the FlexNet radio system. This person would need to obtain his or her own personal FRN (FCC Registration Number) by going to the link below and completing the individual FRN registration.		
	Name		
	Title:		
	Email:		Phone:
	Personal FRN:		
	Link for obtaining personal FRN: <a href="https://apps.fcc.gov/coresWeb/regEntityType.do">https://apps.fcc.gov/coresWeb/regEntityType.do</a>		

#### Ownership Disclosure Information

<b>7</b>	If Customer/Lessee is a government entity, list the names of the Mayor and all Council Members below, as well as verify citizenship and ownership interests in any entity regulated by the FCC. Such ownership must be disclosed where a mayor/council member owns 10% or more, directly or indirectly, or has operating control of any entity subject to FCC regulation. If any answer to Ownership question is Yes, or any answer to Citizenship question is No, provide an attachment with further explanation.			
		US Citizen?	Ownership Disclosure?	
	Mayor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Council Member:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

<b>8</b>	<b>Alien Ownership Questions</b> (if the answer is Yes, provide an attachment explaining the circumstances)	<input type="checkbox"/> Yes <input type="checkbox"/> No
	1) Is the Customer/Lessee a foreign government or the representative of any foreign government?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Basic Qualification Information**

<b>9</b>	1) Has the Customer or any party to this application had any FCC station authorization, license, or construction permit revoked or had any application for an initial, modification or renewal of FCC station authorization, license or construction permit denied by the Commission?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	2) Has the Customer or any party to this filing, or any party directly or indirectly controlling the Customer or any party to this filing ever been convicted of a felony by any state or federal court?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3) Has any court finally adjudged the Customer or any party directly or indirectly controlling the Customer guilty of unlawfully monopolizing or attempting to unlawfully monopolize radio communication, directly or indirectly, through control of manufacture or sale of radio apparatus, exclusive traffic arrangement, or any other means or unfair methods of competition?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Customer/Lessee Certification Statements**

<b>10</b>	1) The Customer/Lessee agrees that the Lease is not a sale or transfer of the license itself.	<input type="checkbox"/> Yes
	2) The Customer/Lessee acknowledges that it is required to comply with the Commission's Rules and Regulations and other applicable law at all times, and if the Customer/Lessee fails to so comply, the Lease may be revoked, cancelled, or terminated by either the Licensee or the Commission.	<input type="checkbox"/> Yes
	3) The Customer/Lessee certifies that neither it nor any other party to the Application/Notification is subject to a denial of Federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C § 862, because of a conviction for possession or distribution of a controlled substance (See Section 1.2002(b) of the rules, 47 CFR § 1.2002(b), for the definition of "party to the application" as used in this certification.)	<input type="checkbox"/> Yes
	4) The Customer/Lessee hereby accepts Commission oversight and enforcement consistent with the license and lease authorization. The Lessee acknowledges that it must cooperate fully with any investigation or inquiry conducted either by the Commission or the Licensee, allow the Commission or the Licensee to conduct on-site inspections of transmission facilities, and suspend operations at the direction of the Commission or the Licensee and to the extent that such suspension of operation would be consistent with applicable Commission policies.	<input type="checkbox"/> Yes
	5) The Customer/Lessee acknowledges that in the event an authorization held by a Licensee that it has association with it a spectrum leasing arrangement that is the subject of this filing is revoked, cancelled, terminated, or otherwise ceases to be in effect, the Customer/Lessee will have no continuing authority to use the leased spectrum and will be required to terminate its operations no later than the date on which the Licensee ceases to have any authority to operate under the license, unless otherwise authorized by the Commission.	<input type="checkbox"/> Yes
	6) The Customer/Lessee agrees the Lease shall not be assigned to any entity that is not eligible or qualified to enter into a spectrum leasing arrangement under the Commission's Rules and Regulations.	<input type="checkbox"/> Yes
	7) The Customer/Lessee waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by spectrum lease or otherwise.	<input type="checkbox"/> Yes
	8) The Customer/Lessee certifies that it is not in default on any payment for Commission licenses and that it is not delinquent on any non-tax debt owed to any federal agency.	<input type="checkbox"/> Yes

The Customer/Lessee certifies that all of its statements made in this Application/Notification and in the schedules, exhibits, attachments, or documents incorporated by reference are material, are part of this Application/Notification, and are true, complete, correct, and made in good faith. The Customer/Lessee shall notify Sensus in writing in the event any information supplied on this form changes.

**Type or Printed Name of Party Authorized to Sign**

First Name:	MI:	Last Name:	Suffix:
Title:		Customer Name:	
Signature:			Date:

**FAILURE TO SIGN THIS APPLICATION MAY RESULT IN DISMISSAL OF THE APPLICATION AND FORFEITURE OF ANY FEES PAID.**

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM OR ANY ATTACHMENTS ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. Code, Title 18, Section 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. Code, Title 47, Section 312(a)(1)) AND/OR FORFEITURE (U.S. Code Title 47, Section 503).**

Part 2: AMI AGREEMENT

1. **Equipment.**
  - A. **Purchase of Equipment.** Customer shall purchase all Equipment from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <http://na.sensus.com/TC/TermsConditions.pdf>, or 1-800-METER-IT.
  - B. THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED.
2. **Services.**
  - A. **Installation of Equipment.** Installation services will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement.
  - B. **Software Implementation.** Sensus shall install and configure the Software and shall install the Software on the Server Hardware.
  - C. **IT Systems Integration Services.** Integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement.
  - D. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
  - E. **Project Management.** Project Management of the AMI System is not included in this Agreement.
3. **Software.**
  - A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
4. **Spectrum**
  - A. **Definitions in this Section 4.** In this Section 4 only, "Sensus" shall mean Sensus USA Inc. and its wholly owned subsidiary, Sensus Spectrum LLC.
  - B. **Spectrum Lease.** Sensus hereby grants to Customer, and Customer accepts, a spectrum manager lease ("Lease") over the frequencies of certain FCC license(s) ("FCC License") solely within Customer's Service Territory. (The frequencies of the FCC License within Customer's geographic Service Territory are called the "Leased Spectrum"). Customer shall pay the Ongoing Fees for use of the Leased Spectrum; if no Ongoing Fees are specifically listed for use of the Leased Spectrum, then Sensus shall partition \$900 from the other Ongoing Fees and such amount is hereby allocated to this spectrum lease pursuant to this Agreement.
  - C. **FCC Forms.** At the Federal Communications Commission (FCC), Sensus will; (1) obtain an FCC Registration Number (FRN) for Customer; (2) submit on behalf of Customer the FCC Form 602 Ownership Disclosure Information if Customer has not already done so; and (3) file a FCC Form 608, notification/application for long-term spectrum manager lease. This Lease becomes effective when the FCC accepts the FCC Form 608.
  - D. **Lease Application.** In order to complete the FCC lease application, Customer will promptly:
    - i. Complete and sign the representations in Part 1 of this Agreement such that Customer demonstrates it qualifies for a spectrum lease under FCC rules. Customer's signature will indicate that Customer authorizes Sensus to; (1) obtain an FRN on behalf of Customer; (2) submit the FCC Form 602 Ownership Disclosure Information on behalf of Customer if Customer has not already done so; and (3) file the spectrum manager lease notification on FCC Form 608 with the Customer as spectrum lessee.
    - ii. Give Sensus the coordinates of the boundaries of Customer's Service Territory or, alternatively, approve Sensus' estimation of the same.
    - iii. If Customer has not already done so; Customer hereby authorizes Sensus to apply on Customer's behalf and obtain for Customer a Federal Registration Number (FRN, the FCC's unique identifier for each licensee) and shall supply Sensus with Customer's Taxpayer Identification Number (TIN).
    - iv. Provide any other information or other cooperation reasonably necessary for the Parties to perform as set forth herein.
  - E. **Permitted Use of Spectrum Lease.** Customer may transmit or receive over the Leased Spectrum only in the Service Territory and only using FlexNet equipment manufactured by Sensus and used in accordance with Sensus' specifications. Customer may use the Leased Spectrum only to read and direct meters in support of Customer's primary utility business or any other operation approved by Sensus in writing. Without limiting the foregoing, Customer is prohibited from reselling, subleasing or sublicensing the Leased Spectrum or from transmitting voice communications over the Leased Spectrum.
  - F. **Term of Spectrum Lease.** Unless terminated earlier (because, for example, Customer stops using the FlexNet equipment or because this Agreement terminates or expires for any reason), this Lease will have the same term as the FCC license. If Customer is operating in compliance with this Agreement and is current on any payments owed to Sensus, when the FCC License renews, the Parties will apply to the FCC to renew this Lease.
  - G. **Termination of Spectrum Lease.** The Lease will terminate: (a) two months after Customer stops transmitting with FlexNet equipment manufactured by Sensus; (b) upon termination, revocation or expiration of the FCC License; (c) upon Customer's breach of this Agreement; or (d) upon termination or expiration of this Agreement for any reason.
  - H. **FCC Compliance.** The following FCC requirements apply
    - i. Pursuant to 47 CFR 1.9040(a);
      - (a) Customer must comply at all times with applicable FCC rules. This Agreement may be revoked by Sensus or the FCC if Customer fails to so comply;
      - (b) If the FCC License is terminated, Customer has no continuing right to use the Leased Spectrum unless otherwise authorized by the FCC;
      - (c) This Agreement is not an assignment, sale or other transfer of the FCC License;
      - (d) This Agreement may not be assigned except upon written consent of Sensus, which consent may be withheld in its discretion; and
      - (e) In any event, Sensus will not consent to an assignment that does not satisfy FCC rules.
    - ii. Referencing 47 CFR 1.9010, Sensus retains *de jure* and *de facto* control over the applicable radio facilities, including that,
      - (a) Sensus will be responsible for Customer's compliance with FCC policies and rules. Sensus represents and warrants that it has engineered the FlexNet equipment and accompanying software and other programs to comply with FCC rules. Customer will operate the FlexNet equipment subject to Sensus' supervision and control and solely in accordance with Sensus' specifications. Sensus retains the right to inspect Customer's radio operations hereunder and to terminate this Agreement or take any other necessary steps to resolve a violation of FCC rules, including to order Customer to cease transmission. Sensus will act as spectrum manager in assigning spectrum under the FCC License so as to avoid any harmful interference or other violation of FCC rules. Sensus will be responsible for resolving any interference complaints or other FCC rule violations that may arise; and

- (b) Sensus will file any necessary FCC forms or applications and Customer agrees reasonably to assist Sensus with such filing by providing any necessary information or other cooperation. Sensus will otherwise interact with the FCC with respect to this Agreement, the FCC License or FlexNet equipment.
- I. **Interference.** Customer agrees to report to Sensus promptly, and in no event later than 72 hours afterward, any incident related to the Leased Spectrum, including where Customer experiences harmful interference, receives a complaint or other notice of having caused harmful interference, or receives any type of communication from the FCC or other government agency regarding radio transmission.
5. **General Terms and Conditions.**
- A. **Intentionally Omitted**
- B. **Limitation of Liability.**
- i. Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (iv) manual meter read costs and expenses; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- ii. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and spectrum lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- E. **Intellectual Property.** No Intellectual Property is assigned to Customer hereunder. Sensus shall own or continue to own all Intellectual Property used, created, and/or derived in the course of performing this Agreement. To the extent, if any, that any ownership interest in and to such Intellectual Property does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Intellectual Property. Customer agrees not to reverse engineer any Equipment purchased or provided hereunder. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- F. **Confidentiality.** Both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party, except to the extent reasonably required to perform and enforce this Agreement or as required under applicable law, court order or regulation. As used herein, "Confidential Information" means any and all non-public information of either party, including the terms of this agreement, all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, AMI System performance, AMI System architecture and design, AMI System software, other business and financial information of either party, and all trade secrets of either party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- G. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- H. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- I. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- J. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Delaware. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by the Parties attempting mediation in Delaware. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in Delaware. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- K. **Restriction on Discovery.** The Parties acknowledge the abundance of documents, data, and other information stored in an electronic manner and the time and costs associated with retrieving relevant electronic data from the Parties during the Discovery portion of a claim. Accordingly, the Parties shall utilize only printed or hard-copy documents, data, and other information in Discovery and shall not use or request electronic or e-Discovery methods for any claim, demand, arbitration or litigation subject to this Agreement. All relevant and unprivileged printed or hard-copy materials shall be subject to Discovery, but

neither Party has an obligation to maintain printed or hard-copy files in anticipation of a claim, demand, litigation, or arbitration proceeding.

- L. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
  - M. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
  - N. **Four Corners.** This written Agreement represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement.
  - O. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
6. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
  - B. **"AMI System"** identifies the Sensus FlexNet Advanced Meter Infrastructure System comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, FCC licenses, and other equipment provided to Customer hereunder. The AMI System only includes the foregoing, as provided by Sensus. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
  - C. **"Echo Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station.
  - D. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
  - E. **"Field Devices"** means the meters and SmartPoint Modules.
  - F. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an Echo Transceiver) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
  - G. **"FlexWare™ Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
  - H. **"Harris Software"** means the specific items of software provided by N. Harris Computer Corporation only to the extent Customer; (i) has been provided pricing for that specific item of Harris Software; and (ii) is current in its payments for that specific item of Harris Software.
  - I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
  - J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
  - K. **"LCM"** identifies the load control modules.
  - L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer during the Term of this Agreement.
  - M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
  - N. **"Permitted Use"** means only for reading Customer's meters in the Service Territory. The Permitted Use does not include reading third party meters or reading meters outside the Service Territory.
  - O. **"Release"** means both Updates and Upgrades.
  - P. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
  - Q. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, Echo Transceivers and Remote Transceivers.
  - R. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
  - S. **"Service Territory"** identifies the geographic area where Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in the parties' spectrum lease filing with the FCC.
  - T. **"Server Hardware"** means the RNI hardware.
  - U. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet Base Station, Remote Transceiver or Echo Transceiver.
  - V. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
  - W. **"TouchCoupler Unit"** identifies an inductive coupler connection from a water register to the SmartPoint Module.
  - X. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
  - Y. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
  - Z. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A  
Software as a Service

**I. Description of Services**

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments for Software as a Service.

- A. Termination of Software as a Service.** Customer shall have the option at any time after full deployment but before the end of the Term to terminate the Software as a Service by giving Sensus one hundred twenty (120) days prior written notice. Upon delivery of the notice, Customer shall purchase the necessary RNI(s) and shall pay all applicable fees, including any unpaid Software as a Service fees. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate the Software as a Service, Customer acknowledges that; (a) Customer shall purchase the RNI hardware; (b) Customer will purchase the necessary software license(s); (c) Sensus will cease to provide the Software as a Service.

**B. Software as a Service Definition.**

1. **“Software as a Service”** means only the following services:

- i. Use of RNI hardware, located at Sensus’ or a third party’s data center facility (as determined by Sensus), that is necessary to operate the AMI System.
  - ii. Initial training (not to exceed five days) on the use of the AMI System and all product documentation, including any updates to product documentation.
  - iii. Providing Patches, Updates, and Upgrades to latest Sensus FlexWare Software releases.
  - iv. Providing FCC spectrum, pursuant to the terms of the spectrum lease, to operate the AMI System (for USA customers).
  - v. Providing remote firmware maintenance for FlexNet Base Stations and SmartPoint Modules (Customer must provide IP access to each FlexNet Base Station in order to perform secure shell (SSH) functions).
  - vi. Providing certain third party software required to operate the RNI (specifically, Microsoft SQL server, Microsoft Windows Server, Red Hat Linux OS, and other Bundled Software).
  - vii. Providing secure Web portal access to the hosted FlexWare Software application for the Customer (Customer system administrator grants RNI access to authorized Customer personnel as they are added).
  - viii. If requested, submitting a “daily reading file” in standard file format containing hourly consumption reads and all available alarms collected by the AMI System, including exception reports, such as zero consumption reads and non-responding meters (including traceability to the meter location when the meter installer provides the location information).
  - ix. 24x7x365 server and network monitoring and trouble ticket generation, advanced security monitoring and preventative maintenance monitoring using diagnostic software tools.
  - x. Network optimization after the final propagation study and FlexNet Base Station site plan is verified by Sensus, and network tuning of endpoints deployed in the Service Territory.
  - xi. Performing daily off-site vaulting of encrypted backup tapes containing one year of history for auditing purposes.
  - xii. Providing current Sensus fixed base reporting software (for up to 50,000 SmartPoint Modules) for up to thirteen (13) months of hourly data retention for basic reporting, route processing and querying functionality.
  - xiii. Providing telephone support consistent with the Sensus Technical Support as set forth in Exhibit B.
  - xiv. Providing “hot failover” disaster recovery solution within twenty four (24) hours.
  - xv. Providing FlexNet Base Station parts repair or replacement, at Sensus’ discretion. This excludes field repair labor and field maintenance labor.
2. **“Software as a Service”** does not include any of the following services:
- i. Normal periodic processing of accounts or readings for Customer’s billing system for billing or other analysis purposes (other than daily file delivery).
  - ii. Field labor to troubleshoot any SmartPoint Modules in the field in meter populations that have been previously accepted.
  - iii. First response labor to troubleshoot FlexNet Base Station, Echo Transceivers, Remote Transceivers or other field network equipment.
  - iv. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
  - v. Customer understands that the Sensus route manager meter data management (MDM) application is limited to 50,000 or fewer SmartPoint Modules, and Customer must utilize an enterprise MDMS (or other suitable solution) to manage reading data when system size exceeds 50,000 SmartPoint Modules.

If an item is not listed in subparagraphs (1) or (2) above, such item is excluded from the Software as a Service and is subject to additional pricing.

**II. Further Agreements**

**A. System Uptime Rate**

1. Sensus (or its contractor) shall host the FlexWare Software application on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the hosted FlexWare Software application via internet or point to point connection (i.e., Hosted-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

**2. Calculations**

- i. **“Targeted Minutes of Operation”** or **“TMO”** means total minutes in the applicable month (“Month”) minus the Scheduled Downtime in the Month.
- ii. **“Scheduled Downtime”** means the number of minutes during the Month, as measured by Sensus, in which access to the FlexWare Software is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- iii. **“Non-Scheduled Downtime”** means the number of minutes during the Month, as measured by Sensus, in which access to FlexWare Software is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).

**3. Exceptions.** **“Exceptions”** mean the following events:

- i. Force Majeure;
- ii. Emergency Work, as defined below; and
- iii. Lack of Internet Availability, as described below.

**4. Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO,

Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Host Systems or the FlexWare Software ("Emergency Work"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the FlexWare Software by the Customer is made available (the "Host Systems"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.

5. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.

- B. **Host Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Host Systems:

1. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
2. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
3. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
4. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
5. Dry pipe pre-action fire detection and suppression systems are provided.
6. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. **Responsibilities of Customer**

1. Customer shall promptly pay all Software as a Service fees.
2. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the FlexWare Software, Host Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the FlexWare Software application.
3. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the FlexWare application hosted by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Host Systems in a secure manner via the public Internet.
4. Each of Customer's authorized users will receive a username and password upon completion of the applicable Sensus registration process ("Authorized Users"). Such usernames and passwords will allow Authorized Users to access the FlexWare Software application. Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the FlexWare Software application and Host Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the FlexWare Software application through Customer's account, account ID, usernames or passwords.

- D. **Disaster Recovery.** In the case of a disaster and loss of access to or use of the FlexWare Software application, Sensus shall use commercially reasonable efforts to restore operations at the same location or at a backup location within twenty four (24) hours. Customer acknowledges and agrees that such an event may result in partial or degraded service when restored. The pre-disaster/loss level of service shall be restored as a soon as commercially reasonable.

**If Sensus is providing Customer with a license to use Harris Software, Customer agrees to the following:**

Customer License Agreement

1. No license is given to the Customer for the source code to the Harris Software. The Customer agrees that it will not attempt to derive, or permit or help others to derive the source code relating to the Harris Software or attempt to otherwise convert or alter the Harris Software into human readable code. The Customer further agrees that it will not attempt to duplicate, or permit or help others to duplicate, the source code relating to the Harris Software.
2. The Customer shall have no right to modify the Harris Software supplied by Sensus for Customer's use under this Customer License Agreement without the prior written approval and direction of Sensus and Harris.
3. Customer shall not sublicense or permit the sublicense of any of the rights granted to the Customer related to the Harris Software.
4. The Customer agrees that it will not, except as otherwise expressly provided in this Customer License Agreement or except as dictated by Customer's standard computer system's backup procedures and/or test environments, make or allow others to make copies or reproductions of the Harris Software or other proprietary information in any form.
5. The Customer will ensure that the Universal Copyright Convention symbol and other copyright and proprietary notices of Harris will remain on the Harris Software in machine-readable form.
6. The Customer will take the same care to safeguard the Harris Software as it takes to safeguard its own confidential information and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
7. No third party, other than duly authorized agents or employees of the Customer authorized pursuant to the licenses issued hereunder, shall have access to or use of the Harris Software.
8. To enable Harris to provide effective support, the Customer shall allow Harris to have remote access to the Harris Software and shall permit Harris to use online diagnostics if required during problem diagnosis

**Exhibit B**  
**Technical Support**

1. **Introduction**

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. **Support Categories**

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products and Sensus Lighting Control.
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. **Support Hours**

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00AM EST to 6:00PM EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. **Support Procedures**

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Support ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state in which the call originated. The nature of the problem and severity levels will be agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into a support ticket for creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

Severity Levels Description:

**Sev1** Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM).

**Sev2** Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

**Sev3** The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

**Sev4** Minor system issues, questions, new features, or enhancement requests to be corrected in future versions.

Examples: Minor system issues, general questions, and "How-To" questions.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-serve basis. A first level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
  - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
  - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
  - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Support system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2

support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction.	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur.	<ul style="list-style-type: none"> <li>Satisfactory workaround is provided.</li> <li>Program patch is provided.</li> <li>Fix incorporated into future release.</li> <li>Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>
3	1 Business Day	90 business days	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Satisfactory workaround is provided.</li> <li>Fix or workaround incorporated into the Support Knowledge Base.</li> <li>Fix incorporated into future release.</li> </ul>
4	2 Business Days	12 months	<ul style="list-style-type: none"> <li>Answer to question is provided.</li> <li>Fix or workaround incorporated into the Support Knowledge Base.</li> </ul>

6. **Problem Escalation Process.**

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Support ticket number and the reason why the issue is being escalated.

6.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Support ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

- 7.1. A Dell-provided three-year ProSupport hardware service plan plus a 4 hour "Mission Critical" upgrade accompanies the server/system hardware that Sensus procures on behalf of the customer. Sensus does not warrant third party server hardware. The customer may renew the ProSupport service plan directly with Dell. The "Dell Master Services Agreement" and "Pro Support for IT Services Description" documents may be found at [www.dell.com/service](http://www.dell.com/service) contracts.
- 7.2. Sensus procures certain third party software licenses (e.g. Red Hat Enterprise Linux) required to operate the FlexNet-based applications on the Dell hardware. Sensus registers all the applicable third party software licenses in the customer's name and ships all documentation and licensing information to the customer with the server. The customer is responsible for maintaining all third party software licenses.
- 7.3. In the event of a server hardware failure at the customer site, Sensus will provide replacement Sensus proprietary software (e.g., FlexWare) either on digital media or downloadable from an internet site, as necessary. The method of software redistribution is at Sensus' discretion. The customer is responsible for re-installing the replacement software. Sensus installation support is not covered under this standard Technical Support program but may be provided as a fee-based service.
- 7.4. Sensus provides online documentation for Sensus products through the Sensus User Forum (<http://myflexnetsystem.com/Module/User/Login>). All Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. Sensus also hosts periodic user group teleconferences to facilitate the interchange of product ideas, product enhancements, and overall customer experiences. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the Portal.
- 7.5. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific maintenance contract. For example, specialized systems integration services or out of warranty network equipment repair that is not covered under a separate maintenance contract.



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** June 6, 2014  
**RE:** Verizon Cell Lease Amendment

A handwritten signature in blue ink, appearing to be "T. Lambert", is written over the "FROM:" line of the memorandum.

The City leases space to Verizon Wireless on the elevated water tank within the City. The lease originated in 1995 with Contel Cellular and a twenty year term. The lease had no provisions for an annual fee, but the City received a boat barn and other amenities in exchange for the lease. The lease expires in January of 2015, so we will be negotiating in the coming months the annual lease fee required for the extension of the lease.

The original lease allowed for the installation of a generator that was never constructed. Verizon would like to have an intermediate amendment to the lease to clarify the site plan and location of the generator, as well as make provisions for replacing the types of antennae's on the elevated tank. Attached is the proposed lease amendment with Verizon Wireless.

**RECOMMENDATION:** The City Council approve the attached amendment with Verizon for the cell tower communications lease pending the City Attorney's comments and revisions.

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the **City of Gulf Breeze, Florida**, hereinafter "Lessor," and **Alltel Communications, LLC d/b/a Verizon Wireless**, hereinafter "Lessee." Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WHEREAS, Lessor and Lessee, or their respective predecessors in interest, entered into that certain Lease Agreement dated January 17, 1995, (the "Agreement"), whereby Lessee leases from Lessor certain space located in Santa Rosa County, Florida as more particularly described in the Agreement (the "Site").

WHEREAS, Lessor and Lessee desire to amend the Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree to be legally bound to this Amendment as follows:

1. Exhibits. Exhibit C to the Agreement is hereby supplemented by Exhibit C-1 attached hereto and incorporated herein by reference. In the event of any inconsistency between Exhibit C-1 and the Agreement, Exhibit C-1 attached hereto shall control.
2. Water Tower Modifications. Lessor and Lessee acknowledge that in order for Lessee to install the modified equipment, as shown on Exhibit C-1 attached hereto (the "Modified Equipment"), at the Site, structural modifications are needed to the water tower. Lessee hereby agrees that it is solely responsible for the costs of modifying the water tower to the extent necessary to accommodate the Modified Equipment and that it will undertake to have all such necessary modifications to the water tower completed prior to installing the Modified Equipment at the site. **Structural modifications must receive approval from Lessor's tank maintenance contractor prior to installation.**
3. Notice. Lessee's Notice address as stipulated in Paragraph 22 of the Agreement is hereby amended to read:

Alltel Communications, LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

4. All remaining provisions of the Agreement shall remain in full force and effect as to all other terms and conditions, and shall remain binding on the Parties hereto.

5. The Agreement and this Amendment contain all agreements, promises or understandings between Lessor and Lessee and no verbal or oral agreements, promises or understandings shall be binding upon either the Lessor or Lessee in any dispute, controversy or proceeding at law, and any addition, variation or modification to the Agreement and this Amendment shall be void and ineffective unless made in writing and signed by the Parties. In the event any provision of the Agreement and this Amendment is found to be invalid or unenforceable, such a finding shall not affect the validity and enforceability of the remaining provisions of the Agreement and this Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment to Lease Agreement as of the date and year first above written.

LESSOR:

**City of Gulf Breeze, Florida**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

LESSEE:

**Alltel Communications, LLC  
d/b/a Verizon Wireless**

By: \_\_\_\_\_

Name: Aparna Khurjekar

Title: Area Vice President Network

Date: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

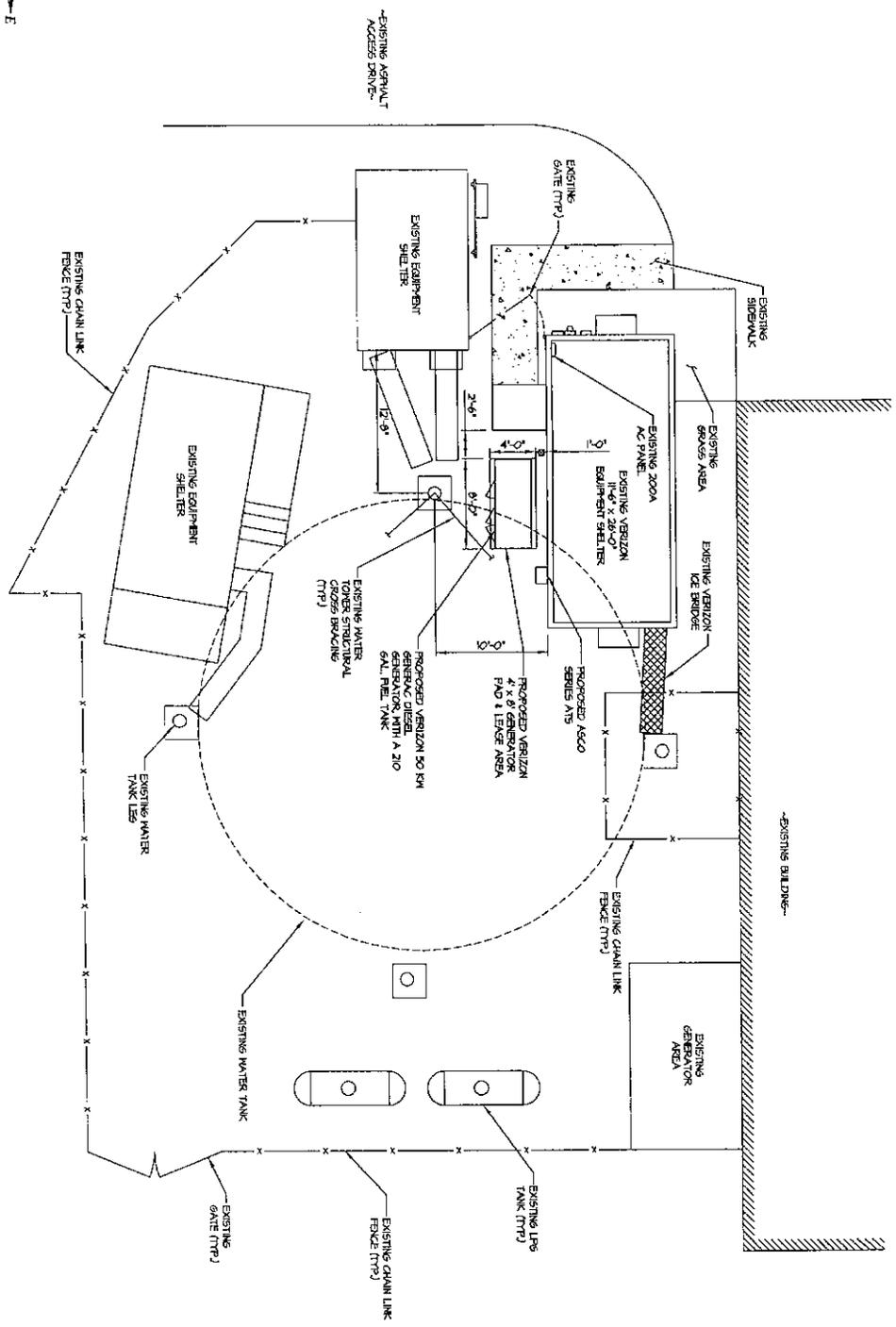
\_\_\_\_\_  
WITNESS

**EXHIBIT "C-1"**  
**Site Plan and Tower Mounted Equipment**  
**(see attached)**

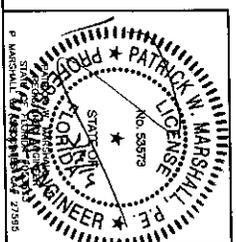
**Exhibit C-1**

**Tower Mounted Equipment List**  
**(page 1 of 2)**

- 1. Antennas (mounted at 155' RAD Center)**
  - a. Three (3) LNX-6515DS-VTM
  - b. Three (3) LNX-6515DS-R2M
  - c. Three (3) HBX-6517DS-VTM
  
- 2. Lines**
  - a. Twelve (12) 1 5/8" Coax Lines
  
- 3. Amplifiers (mounted behind antennas)**
  - a. Three (3) E15Z09P93 TMAs



OVERALL SITE PLAN  
SCALE: 1" = 10'



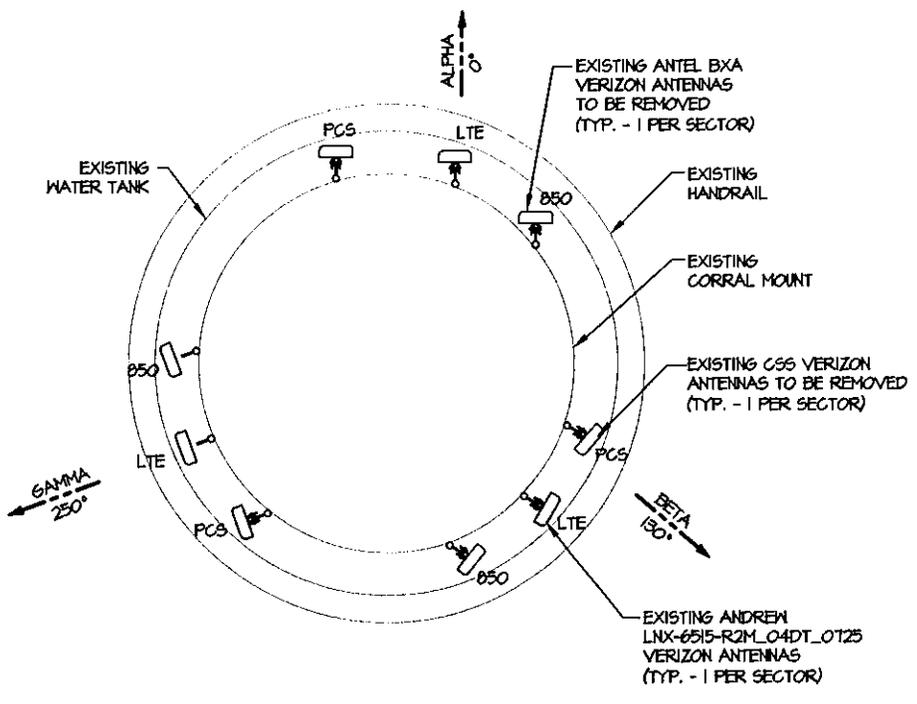
REV	DATE	DESCRIPTION
	03/06/13	ISSUED FOR PRELIMS
A	03/04/14	ISSUED FOR PERMITTING & CONSTRUCTION

GULF BREEZE  
**OVERALL SITE PLAN**

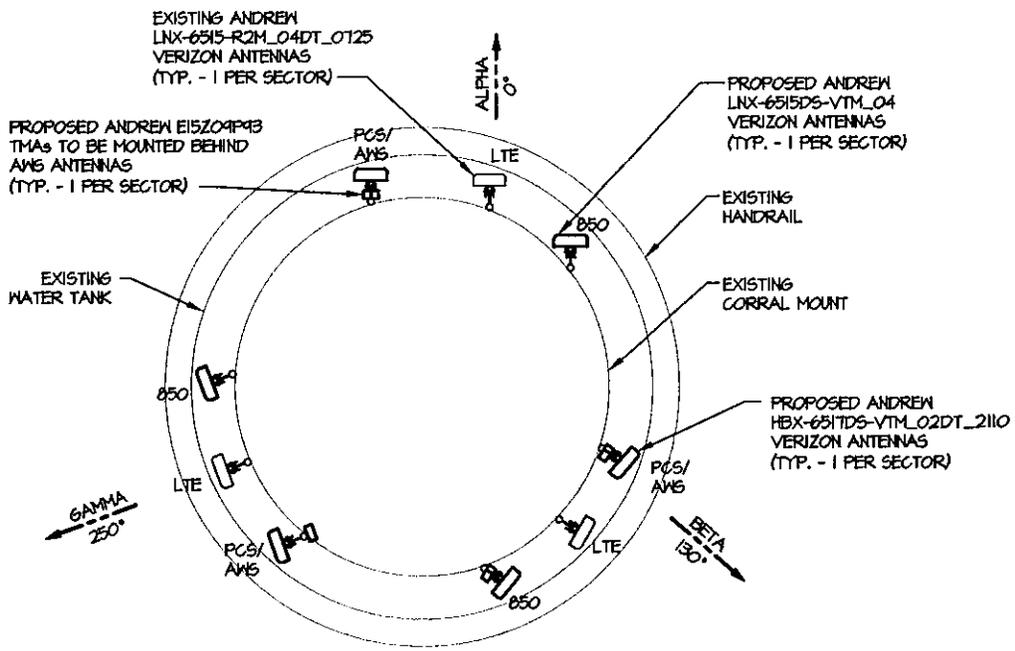
DESIGNED BY	CTM
CHECKED BY	PWM
DATE	03/03/14

**PW&A**  
P. MARSHALL  
& ASSOCIATES

**C-2**  
01 E. VM13-370



**EXISTING ANTENNA ORIENTATION**  
NTS



**FINAL ANTENNA ORIENTATION**  
NTS





# City of Gulf Breeze

## Memorandum

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

**From:** Leslie Guyer, City Clerk

**Date:** 6/9/2014

**Subject: Resolution 11-14, City of Gulf Breeze and Florida Department of Transportation – Maintenance of U.S. Hwy 98 Contract Renewal**

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The City has received the renewal Memorandum of Agreement (MOA) from the Florida Department of Transportation on certain services on U.S. Hwy 98 from Pensacola Bay Bridge to the City limits at the east end of the Live Oak National Seashore Park. The new Memorandum of Agreement reflects the following changes:

1. The new MOA has been prepared to be executed as a 2 year contract. The past contracts have been executed for one year. So as to get all municipalities renewal periods at the same time, the current contract is for two years. In the future all MOA agreements will renew every three years.
2. The annual reimbursement rate for the contracted services has decreased from \$24,518.00 annually to \$19,768.04 annually. The reason for the decrease is a change in FDOT standards for reimbursement of "landscape area maintenance from \$5,181 per year to \$432.00 per year.

The reduced annual reimbursement was to take effect in October 2013, however, the City requested and FDOT granted the City an additional 12 months at the current annual contract rate of \$24,518.00.

The new contract will be for the period of October 1, 2014 through September 30, 2016 with an annual rate of \$19,768.04.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL ADOPT RESOLUTION 11-14 APPROVING THE MEMORANDUM OF AGREEMENT FOR THE PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016 FOR THE MAINTENANCE OF U.S. HIGHWAY 98 AND AUTHORIZING THE MAYOR TO ENTER INTO A MAINTENANCE AGREEMENT BETWEEN THE CITY OF GULF BREEZE AND THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**RESOLUTION NO. 11-14**

**A RESOLUTION TO THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

*WHEREAS*, many roadside areas and median strips abutting Department of Transportation rights-of-way areas must be maintained and attractively landscaped; and,

*WHEREAS*, the Mayor and City Council desire that the City of Gulf Breeze beautify and improve various rights-of-way areas within the City of Gulf Breeze by landscaping; and,

*WHEREAS*, the Mayor and City Council of the City of Gulf Breeze wish to authorize the Mayor to enter into a Maintenance Memorandum of Agreement between the City of Gulf Breeze and the Florida Department of Transportation.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA IN REGULAR SESSION AS FOLLOWS:**

**SECTION 1:** The City Council of the City of Gulf Breeze hereby authorize the Mayor to enter into a Maintenance Memorandum of Agreement between the City of Gulf Breeze and the State of Florida Department of Transportation.

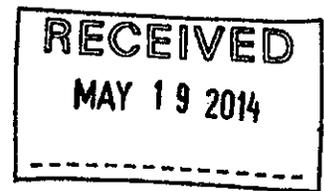
**SECTION 2:** The City Clerk of the City of Gulf Breeze is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed.

**PASSED AND ADOPTED BY THE CITY OF COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA on this 16<sup>th</sup> day of June 2014.**

\_\_\_\_\_  
Beverly H. Zimmern, Mayor

ATTEST:

\_\_\_\_\_  
Leslie A. Guyer, City Clerk



*Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1074 Highway 90  
Chipley, Florida 32428

ANANTH PRASAD, P.E.  
SECRETARY

May 8, 2014

Ms. Leslie Guyer, City Clerk  
City of Gulf Breeze  
800 Shoreline Drive  
Gulf Breeze, Florida 32561

**RE: Memorandum of Agreement with City of Gulf Breeze  
Term - October 1, 2014 through September 30, 2016**

Dear Ms. Guyer:

Enclosed are four (4) originals of a Memorandum of Agreement between the City of Gulf Breeze and the Florida Department of Transportation. If your city desires to enter into this agreement with the Department, please execute and seal each original and return all copies to this office along with the Resolution covering this work. Final execution of this agreement is contingent upon funding.

Please return your executed agreements to our office by July 31, 2014. If circumstances will not allow you to return these documents by this date, please notify our office as soon as possible.

We appreciate your assistance in executing this agreement. When final execution is accomplished, an original will be forwarded to you for your records. If you have any questions, please feel free to call Chad Williams, P.E., Assistant District Maintenance Engineer toll-free at 1-888-638-0250, extension 1604 or via e-mail at [chad.williams@dot.state.fl.us](mailto:chad.williams@dot.state.fl.us).

Sincerely,

Chad Williams, P.E.  
Assistant District Maintenance Engineer

Enclosure

cc: Mr. Steve Hunt, Ms. Meshelle England, Ms. Kristi Patterson

Renewal  
2014-2016

**EXHIBIT "A"**  
**THE CITY OF GULF BREEZE**  
**BASIS OF ESTIMATE**

SITES:

- Site 1 – Hwy 98 from M.P. 0.000 (Escambia County Line, Pensacola Bay Bridge) to M.P. 4.441  
(Gulf Breeze City Limits – Past Live Oak National Seashore Park)

**COST ESTIMATE FOR ONE YEAR**

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-1	471	LARGE MACHINE MOWING	33.357 AC.	\$ 15.76	7	\$ 3,679.94
E104-4-2	482	SLOPE MOWING	1.200 AC.	\$80.89	7	\$ 679.48
E104-4-4	484	INTERMEDIATE MOWING	4.255 AC	\$ 53.44	7	\$ 1,591.71
E110-30	541	LITTER REMOVAL	72.412 AC.	\$ 7.27	12	\$ 6,317.22
E110-31	543	MECHANICAL SWEEPING	7.017 PM	\$ 33.83	12	\$ 2,848.62
E110-32-1	545	EDGING AND SWEEPING	10.239 PM	\$137.36	3	\$ 4,219.29
E580-3-2	493	LANDSCAPE AREA MAINT.	0.811AC.	\$133.10	4	\$ 431.78
GRAND TOTAL						\$ 19,768.04

(QUARTERLY \$ 4,942.01 )

(TOTAL COST FOR TWO YEARS = \$ 39,536.08 )

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. 42378217879  
F.E.I.D. NO. 590948304001

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the City of Gulf Breeze, a political subdivision of the State of Florida, existing under the Laws of Florida, "City".

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain 2 and 4 lane (State Road 98) highway facilities outlined in Exhibit "A" (Scope of Services) attached hereto and incorporated by reference herein, within the corporate limits of the City; and

WHEREAS, the City is of the opinion that said highway facilities that contain roadside areas shall be attractively maintained by mowing, mechanical sweeping, edging and sweeping, litter removal and landscape maintenance.

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the City by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2014, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The City shall perform the following standards:
  - A. Mow, cut and/or trim grass or turf in accordance with the guidelines set forth by the DEPARTMENT on an annual basis.
  - B. Edging and sweeping to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
  - C. Removal of all litter and debris from within the limits of the highway rights-of-way.
  - D. Sweeping along all curbs including median and outside curbs.

The above named functions to be performed by the City shall be subject to periodic inspections by the DEPARTMENT. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding payment reduction, reworking, agreement termination, or renewal.

2. If at any time after the City has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the limits of Exhibit "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Leslie Guver, City Clerk, 800 Shoreline Drive, Gulf Breeze, Florida 32561) to place said City, on notice thereof. Thereafter, the City shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:
  - (a) Maintain the roadside areas or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the City's payment said work or part thereof, or
  - (b) Terminate Agreement in accordance with Paragraph 5 of this Agreement and remove, by DEPARTMENT or private contractor's personnel, all of the items not desirable to maintain installed under this Agreement or any preceding agreement except as to items to remain and charge the City for the reasonable cost of such removal.
3. It is understood between the parties hereto that the maintenance items covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The City shall be given sixty (60) calendar days notice to remove said maintenance items after which time the DEPARTMENT may remove said maintenance items.

4. The DEPARTMENT agrees to pay to the City quarterly compensation for the cost of routine maintenance of maintenance items identified in Exhibit "A". The lump sum payment will be in the amount of \$4,942.01 per quarter for a total sum of \$19,768.04 per year.
  - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
  - (b) Invoices shall be submitted by the City in detail sufficient for a proper pre-audit and post-audit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
  - (c) Supporting documentation must establish that the deliverables were received and accepted in writing by the City and must also establish that the required minimum level of service to be performed as specified in Paragraph 1 was met, and that the criteria for evaluating successful completion as specified in Paragraph 1 was met.
  - (d) Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the City's general accounting records, together with supporting documents and records, of the City and all subcontractors performing work, and all other records of the City and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
5. This Agreement may be terminated under any one of the following conditions:
  - (a) By the DEPARTMENT if the City fails to perform its duties under Paragraph 2, following ten (10) days written notice.
  - (b) By the DEPARTMENT, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the City in conjunction with this agreement.
  - (c) By either party following sixty (60) calendar days written notice.
  - (d) By both parties, thirty (30) calendar days following the complete execution by both parties, of an agreement to terminate this agreement.
6. The term of this Agreement commences on October 1, 2014 and continues thru September 30, 2016.
7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., are hereby incorporated:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.
8. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the City. Interest penalties of less than one (1)

dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the City in whole or in part without consent of the DEPARTMENT.
12. City:
  - (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and
  - (b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
14. Travel expenses are not authorized under this Agreement.
15. The City shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The City shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
17. The City and the DEPARTMENT agree that the City, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity
19. The effective date of this Agreement shall be the latest date on which either party executes this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates set forth below.

CITY OF GULF BREEZE

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
District Secretary for District Three  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Seal)

ATTEST: \_\_\_\_\_ (Seal)  
Executive Secretary

LEGAL REVIEW:

\_\_\_\_\_  
Office of the General Counsel

**EXHIBIT "A"**  
**THE CITY OF GULF BREEZE**  
**BASIS OF ESTIMATE**

**SITES:**

1. Hwy. 98 from (M.P.0.000) Escambia County Line, Pensacola Bay Bridge to (M.P.4.441) Gulf Breeze City Limits - Past Live Oak National Seashore Park

**COST ESTIMATE FOR ONE YEAR**

PAY ITEM No.	ACTIVITY No.	DESCRIPTION	UNITS PER CYCLE	COST PER UNIT	CYCLES PER YEAR	TOTAL COST
E104-4-1	471	LARGE MACHINE MOWING	33.356 AC.	\$ 15.76	7	\$ 3,679.83
E104-4-2	482	SLOPE MOWING	1.200 AC.	\$80.89	7	\$ 679.48
E104-4-4	484	INTERMEDIATE MOWING	4.256 AC	\$ 53.44	7	\$ 1,592.08
E110-30	541	LITTER REMOVAL	72.411 AC.	\$ 7.27	12	\$ 6,317.14
E110-31	543	MECHANICAL SWEEPING	7.017 PM	\$ 33.83	12	\$ 2,848.62
E110-32-1	545	EDGING AND SWEEPING	10.239 PM	\$137.36	3	\$ 4,219.29
E580-3-2	493	LANDSCAPE AREA MAINT.	0.811 AC.	\$532.40	12	\$5,181.32
<b>GRAND TOTAL</b>						\$ 24,517.76

431.78

133.10

↓  
4

(QUARTERLY \$6,129.44) *1/4 949.01*

*\$ 19,768.04*

(TOTAL COST FOR THREE YEARS \$73,553.28) *1/4 14,732.57*

*39,536.08 - 2 years Oct 2014 - 2016  
 39,790.56 - 1 year - Oct 2013 - Sep 2014  
 Three years total.*

*Reason for change from 24,517.76  
 Annual to 19,768.04*

*JG*



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:**  David J. Szymanski, Assistant City Manager  
**DATE:** June 4, 2014, 2014  
**SUBJECT:** City of Gulf Breeze Master Planning Invoice

On February 17, 2014, the City Council as the Board of Directors of the Community Redevelopment Agency approved a budget for continued support by VHB associated with implementation of the "Most Livable Cities" Master Plan. The approved budget was \$195,000.00. This contract was for services in conjunction with the implementation of the City's Master Plan and incorporating it into the City's Comprehensive Plan and Land Development Code.

We have received Invoice No: 181717 for professional services for April 13, 2014 to May 10, 2014. in the amount of \$11,266.90. We have spent \$11,383.05 YTD against this contract. The following actions have been taken against contract tasks:

### Task 1- Comprehensive Plan Amendments

Prepare draft Comprehensive Plan text and map amendments, including new Mixed Use Future Land Use Category intended to implement Most Livable City Plan. Prepare presentation for Steering Committee meeting and submit to client for review.

### Task 2 - LDC Amendments

Review existing zoning districts and identify areas needed to be amended for consistency with new Comprehensive Plan policies and land uses.

It is recommended that Council approve payment. This project is funded by the Community Redevelopment Agency.

**RECOMMENDATION: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, June 16, 2014 and approve payment of Invoice No. 181717 for \$11,266.90 to VHB.**



**Vanasse Hangen Brustlin, Inc.**

101 Walnut Street, P.O. Box 9151, Watertown, MA 02471  
617.924.1770 • FAX 617.924.2286

**Invoice**

Invoice No: 0181717  
May 16, 2014

Mr. Edwin Eddy  
City Manager  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

RECEIVED  
MAY 19 2014  
FINANCE OFFICE

VHB Project # 61691.01

**Gulf Breeze Master Plan  
Professional Services from April 13, 2014 to May 10, 2014**

Task 00000 Reimbursables  
Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	35.00	18,550.00	9,699.00	8,851.00
LDC Amendments	58,000.00	7.00	4,060.00	1,682.00	2,378.00
CRA Plan/Master Plan	84,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>195,000.00</b>		<b>22,610.00</b>	<b>11,381.00</b>	<b>11,229.00</b>
<b>Total Fee</b>				<b>11,229.00</b>	

**Reimbursable Expenses**

Printing	37.90
<b>Total Reimbursables</b>	<b>37.90</b>

**Total this Task \$11,266.90**

**Total this Invoice \$11,266.90**

**Billings to Date**

	Current	Prior	Total
Fee	11,229.00	11,381.00	22,610.00
Expense	37.90	2.05	39.95
<b>Totals</b>	<b>11,266.90</b>	<b>11,383.05</b>	<b>22,649.95</b>

**Outstanding Invoices**

Number	Date	Balance
0180298	4/18/2014	7,314.00
<b>Total</b>		<b>7,314.00</b>

**Payment Due Upon Receipt.**

*Original Copy*



101 Walnut Street  
P. O. Box 9151  
Watertown, MA 02471  
617-924-1770  
FAX 617-924-2286

**Invoice**

Billing Period thru 05/10/2014  
Project No.: 61691.01  
Project Title: City of Gulf Breeze/Plan Amendments

**Task 1 – Comp Plan Amendments**

Prepare draft Comprehensive Plan text and map amendments, including new Mixed Use Future Land Use Category intended to implement Most Livable City Plan. Prepare presentation for Steering Committee meeting and submit to client for review.

**Task 2 – LDC Amendments**

Review existing zoning districts and identify areas needed to be amended for consistency with new Comp Plan policies and land uses.