

**GULF BREEZE CITY COUNCIL  
REGULAR MEETING AGENDA  
MONDAY, JULY 21, 2014 \* 6:30 P.M.  
COUNCIL CHAMBERS**

**TIGER POINT CLUBHOUSE AND PRO SHOP DESIGN WORKSHOP AT  
5:00 P.M. PRIOR TO THE CITY COUNCIL MEETING.**

1. ROLL CALL
2. INVOCATION AND PLEDGE OF ALLEGIANCE
3. APPROVAL OF MINUTES FROM JULY 7, 2014, REGULAR MEETING  
APPROVAL OF MINUTES FROM JULY 7, 2014, COMMUNITY  
REDEVELOPMENT AGENCY
4. **PROCLAMATION:** PROCLAIMING THE WEEK OF  
SEPTEMBER 17 – 23, 2014 TO BE  
CONSTITUTION WEEK.
5. **COMMENDATIONS:** LETTER OF COMMENDATION FOR POLICE  
OFFICERS CHRIS LANZETTA, BOB TAVIERNE  
AND KERRY TROY AND CITIZEN HANK GUESS.  
  
LETTER OF COMMENDATION FOR  
OFFICER BRANDON SCAPIN.
6. **RESOLUTION NO. 14-14:** APPROVING FAIRPOINT REGIONAL UTILITY  
SYSTEM'S LONG-TERM FINANCING FOR REPAIRS  
TO POTABLE WATER SUPPLY LINE FROM THE  
STATE OF FLORIDA REVOLVING TRUST FUND.
7. **CONSENT AGENDA ITEMS:\***
  - A. Discussion and Action Regarding Development Review Board Recommendation  
  
Eventide HOA and The Soundings HOA  
Beach re-nourishment behind subdivisions located at 512-530 Eventide Drive  
and 1183-1195 Gulf Breeze Parkway, Gulf Breeze, FL 32561

- B. Discussion and Action Regarding Immediate Storm Water Drainage Improvements
- C. Discussion and Action Regarding Construction in Flood Prone Areas
- D. Discussion and Action Regarding Setting of a Special Meetings for Budget Review Process

**\*These are items considered routine in nature and will be considered by one motion. If any citizen wishes to voice an opinion on one of the items, you should advise the Council immediately.**

8. **Action Items:**

- A. Discussion and Action Regarding Purchase of Natural Gas Filling Equipment from Zeit Energy in the amount of \$432,344.51.
- B. Discussion and Action Regarding Authorizing Ecological Consulting Services to Obtain Permits to Conduct Minor Dredging in Gilmore, Hoffman and Woodland Bayous. Cost not to exceed \$12,320.
- C. Discussion and Action Regarding Authorizing Utility Services Company to Perform Swale Work from Shoreline South to Tall Pine Drainage System for an amount of \$12,500.

9. **New Items:**

10. **Open Forum:**

11. **Adjournment:**

**If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to 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 OF THE REGULAR MEETING OF THE  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

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The 1,251<sup>st</sup> Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Monday, July 7, 2014, at 6:30 p.m.

Upon call of the roll the following Councilmembers were present: Councilwoman Cherry Fitch, Councilman David G. Landfair, Councilman Joseph Henderson, Mayor Pro Tem J. B. Schluter, and Mayor Beverly H. Zimmern.

**APPROVAL OF MINUTES:**

Councilwoman Fitch moved for approval of the minutes for the Regular Meeting held on June 16, 2014. Councilman Landfair seconded. The vote for approval was unanimous.

Councilman Landfair moved for approval of the minutes for the Community Redevelopment Agency Meeting held on June 16, 2014. Councilman Henderson seconded. The vote for approval was unanimous.

**RESOLUTION NO 12-14:    APPROVING A PLAN OF FINANCE AND ISSUANCE OF UP TO \$35,000,000 IN CAPITAL TRUST AGENCY BONDS FOR A SENIOR LIVING FACILITY ON BEHALF OF ELIZABETH H. FAULK FOUNDATION.**

Councilwoman Fitch moved for approval of Resolution No. 12-14. Mayor Pro Tem Schluter seconded. The vote for approval was unanimous.

**RESOLUTION NO 13-14:    ADOPTING A NAME CHANGE FOR THE SEGMENT OF ROAD BETWEEN BEACH DRIVE AND SHORELINE DRIVE, KNOWN AS MCLANE ROAD, TO BEACH ROAD.**

Mayor Pro Tem Schluter moved for approval of Resolution No. 13-14. Councilwoman Fitch seconded. The vote for approval was unanimous.

**CONSENT AGENDA ITEMS:**

That the City Council approve the following Consent Agenda Items: A through I:

**A. SUBJECT:    DISCUSSION    AND    ACTION    REGARDING    DRAFT  
COMPREHENSIVE PLAN AMENDMENTS.**

Reference:    City Manager memo dated June 27, 2014

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

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**B. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDATIONS: (1) GROUND STORAGE TANK CONTROL VALVE REPLACEMENT AND (3) REQUEST FROM CORNELL DRIVE BUILDER.**

Reference: Assistant Director of Public Services memo dated June 26, 2014

(1) GROUND STORAGE TANK CONTROL VALVE REPLACEMENT

**RECOMMENDATION:**

**SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF A NEW 12" CONTROL VALVE, STRAINER AND CHECK VALVE FROM HD SUPPLY WATERWORKS FOR \$18,561.83 WITH A TOTAL COST OF MATERIALS AND INSTALLATION NOT TO EXCEED \$29,000.**

(3) REQUEST FROM CORNELL DRIVE BUILDER

**RECOMMENDATION:**

**SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS TO THE CITY COUNCIL THAT THE LOW PRESSURE SEWER SERVICES IN THE CORNELL DRIVE MSBU BE INSTALLED BY THE CITY AS D.R. HORTON APPLIES FOR SERVICE AND PAYS THE IMPACT FEE FOR EACH OF ITS 25 LOTS.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING PLANTATION HILL STORM WATER MODIFICATION.**

Reference: Director of Public Services memo dated June 19, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL AUTHORIZE REIMBURSEMENT OF \$4,269.00 TO THE PLANTATION HILL HOMEOWNER'S ASSOCIATION FOR THE INSTALLATION OF A STORM WATER EQUALIZATION PIPE.**

**D. SUBJECT: DISCUSSION AND ACTION REGARDING STORM WATER DRAIN CLEANING AND INSPECTION.**

Reference: Assistant Director of Public Services memo dated June 27, 2014

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

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**RECOMMENDATION:**

THAT THE CITY COUNCIL APPROVE VACVISION ENVIRONMENTAL TO COMPLETE THE INSPECTION OF THE CITY'S STORMWATER SYSTEM, WITH A TOTAL PRICE NOT TO EXCEED \$100,000 WITHOUT ADDITIONAL APPROVAL.

**E. SUBJECT: DISCUSSION AND ACTION REGARDING INNERARITY ISLAND CONVERSION.**

Reference: Assistant Director of Public Services memo dated June 27, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL APPROVE THE PAYMENT OF THE CUSTOM SOFTWARE IMPORT FOR BS&A FOR \$4,500 WITH ESCAMBIA COUNTY CONTRIBUTING \$1,500 TO THE COST.

**F. SUBJECT: DISCUSSION AND ACTION REGARDING CARGO TRAILER PURCHASE.**

Reference: Assistant Director of Public Services memo dated June 27, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL APPROVE THE PURCHASE OF A CARGO TRAILER FOR \$3,825.00 FROM COASTAL DEALER SERVICES.

**G. SUBJECT: DISCUSSION AND ACTION REGARDING METER RECYCLING.**

Reference: Assistant Director of Public Services memo dated June 27, 2014

**RECOMMENDATION:**

THAT THE CITY COUNCIL APPROVE THE SALE OF THE SURPLUS SCRAP METERS TO UNITED INDUSTRIES FOR THE FEE SCHEDULE SHOWN IN THE ATTACHED EMAIL.

**H. SUBJECT: DISCUSSION AND ACTION REGARDING DATA BACKUP, RECOVERY, AND OFF-SITE (CLOUD) REPLICATION.**

Reference: Manager of Information Technology memo dated June 27, 2014

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

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**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE PURCHASE OF DATTO SIRIS 2-SB1000 AND 1 YEAR LICENSING RECURRING COSTS FOR \$6,818.75.**

- I. SUBJECT: DISCUSSION AND ACTION REGARDING SCHEDULING OF FOLLOW-UP WORKSHOP – TIGER POINT CLUBHOUSE AND PRO SHOP RENOVATION.**

Reference: Director of Parks & Recreation memo dated June 25, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL SELECT MONDAY, JULY 7<sup>TH</sup>, OR MONDAY, JULY 21<sup>ST</sup>, OR AN ALTERNATE DATE FOR THE SECOND WORKSHOP ON THE PROPOSED TIGER POINT CLUBHOUSE AND PRO SHOP RENOVATION.**

Councilman Henderson moved for approval of Consent Agenda Items A through I. Councilman Landfair seconded. The vote for approval was unanimous.

**ACTION AGENDA ITEMS:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING REPAIRS TO TENNIS COURT.**

Reference: Director of Parks & Recreation memo dated June 25, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL DIRECT STAFF TO PROCEED WITH THE EVALUATION AND BID PROCESS NECESSARY TO REPAIR THE TEN TENNIS COURTS AT SHORELINE PARK, AND THAT COUNCIL AUTHORIZE A CONTRACT WITH REBOL – BATTLE & ASSOCIATES, IN THE AMOUNT OF \$7,450.00, TO COMPLETE THE EVALUATION PROCESS, PREPARE CONSTRUCTION DOCUMENTS, BID PACKAGE INCLUDING DESIGN DRAWINGS AND SPECIFICATIONS, AND PROVIDE CONSTRUCTION ADMINISTRATION FOR THIS PROJECT.**

Mayor Pro Tem Schluter made a motion to accept staff's recommendations with two caveats, to wit: (1) if the bid approval is not ready for Council approval at the August 4, 2014, Regular Meeting, that a special meeting be convened to approve the bid, and (2) that the contract documents specifically state that penalties (liquidated damages) will be assessed if the project is not completed in the time prescribed in the contract documents. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

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

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**B. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDATIONS: (2) REQUEST FROM SANTA ROSA PARK DEVELOPER.**

Reference: Assistant Director of Public Services memo dated June 26, 2014

(2) REQUEST FROM SANTA ROSA PARK DEVELOPER

John Bordelon, 2665 Bay Street; Gary Brown, 1252 Brown's Circle, and Robert Turpin, 2 Madrid Avenue spoke regarding the request for waiver.

**RECOMMENDATION:**

**SOUTH SANTA ROSA UTILITY SYSTEM BOARD RECOMMENDS THAT THE CITY COUNCIL AUTHORIZE EXEMPTION OF THE DEVELOPMENT OF BROWN CIRCLE FROM THE REQUIREMENT TO INSTALL SEWER.**

This Action Agenda Item failed to pass because of lack of a motion.

**NEW ITEMS:** None

**INFORMATION ITEMS:**

1. City Manager reminded the Council that the first Budget workshop will be held after the Wednesday, July 16, 2014, Executive Session.
2. City Manager handed out a report containing proposed projects to be presented to the Restore Council.

**OPEN FORUM:** None

Mayor Zimmern suspended the Regular meeting at 7:20 p.m. for the Council to meet as the Community Redevelopment Agency Board. The Regular meeting was reconvened at 7:21 p.m.

**ADJOURNMENT:** Mayor Zimmern adjourned the meeting at 7:26 p.m.

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Stephanie D. Lucas, City Clerk

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Beverly H. Zimmern, Mayor

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

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A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Community Center on Monday, July 7, 2014, at 7:20 p.m.

The following members were present: Councilman Joseph Henderson, Mayor Pro Tem Schluter, Councilwoman Fitch, Councilman Landfair and Mayor Zimmern.

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

**CONSENT AGENDA ITEM:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF INVOICE TO VHB IN THE AMOUNT OF \$12,742.33.**

Reference: Assistant City Manager memo dated June 27, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MONDAY JULY 7, 2014, AND APPROVE PAYMENT OF INVOICE NO. 183028 FOR \$12,742.33 TO VHB.**

Councilman Henderson moved for approval of staff's recommendation. Councilman Landfair seconded. The vote for approval was unanimous.

**INFORMATIONAL ITEMS:** None

**PUBLIC FORUM:** None

**ADJOURNMENT:** Mayor Zimmern adjourned the meeting at 7:21 p.m.

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Stephanie D. Lucas, City Clerk

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Beverly H. Zimmern, Mayor

Councilmembers Present: Joseph Henderson, Cherry Fitch, David G. Landfair, Mayor Pro Tem Schluter and Mayor Beverly Zimmern.

**ACTION AGENDA ITEMS:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING LETTER OF COMMENDATION FOR POLICE OFFICERS CHRISTOPHER LANZETTA, BOB TAVIERNE AND KERRY TROY AND CITIZEN HANK GUESS.**

Reference: Chief of Police memo dated July 10, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL PRESENT POLICE OFFICERS CHRISTOPHER LANZETTA, BOB TAVIERNE AND KERRY TROY AND CITIZEN HANK GUESS WITH A LETTER OF COMMENDATION AT THE MONDAY, JULY 21, 2014 COUNCIL MEETING.**

- B. SUBJECT: DISCUSSION AND ACTION REGARDING LETTER OF COMMENDATION FOR OFFICER BRANDON SCAPIN.**

Reference: Chief of Police memo dated July 10, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL PRESENT POLICE OFFICER BRANDON SCAPIN WITH A LETTER OF COMMENDATION AT THE MONDAY, JULY 21, 2014 COUNCIL MEETING.**

Councilman Landfair made a motion to place items A and B on the July 21, 2014 Regular Council meeting agenda. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

- C. SUBJECT: DISCUSSION AND ACTION REGARDING CONSTITUTION WEEK PROCLAMATION.**

Reference: City Manager verbal report

**RECOMMENDATION:**

**THAT THE CITY COUNCIL PROCLAIM THE WEEK OF SEPTEMBER 17<sup>TH</sup> THROUGH 23<sup>RD</sup> TO BE CONSTITUTION WEEK.**

Councilwoman Fitch made a motion to place staff's recommendations on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Schluter. The vote for approval was unanimous.

**D. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD RECOMMENDATION.**

Eventide HOA and The Soundings HOA  
Beach Re-Nourishment behind subdivision located at 512-530 Eventide Drive and  
1183-1195 Gulf Breeze Parkway, Gulf Breeze, FL 32561

Reference: Development Review Board Minutes July 8, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE DEVELOPMENT REVIEW BOARD RECOMMENDATION.**

Mayor Pro Tem Schluter made a motion to place staff's recommendation on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

**E. SUBJECT: DISCUSSION AND ACTION REGARDING IMMEDIATE STORM WATER DRAINAGE IMPROVEMENTS.**

Reference: City Manager memo dated July 11, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE:**

- 1. INSTALLATION OF TWO (2) 18" PIPES IN THE FRISBEE GOLF COURSE AND A SECOND 24" DISCHARGE FROM THE LAKE TO THE WET WELL.**
- 2. GRADING OF SWALES FROM SHORELINE DRIVE TO WETLANDS AND CROSS FORMER WEST GOLF COURSE AT TIGER POINT.**
- 3. INSTALLATION OF BAFFLE WALL IN POND AT SHORELINE NORTH.**

Mayor Pro Tem Schluter made a motion to place staff's recommendation on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was unanimous.

**F. SUBJECT: DISCUSSION AND ACTION REGARDING CONSTRUCTION IN FLOOD PRONE AREAS.**

Reference: Director of Community Services memo dated July 10, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE STAFF'S RECOMMENDATION TO ADOPT LANGUAGE IN THE CITY'S LAND DEVELOPMENT CODE THAT WOULD ESTABLISH A MINIMUM FINISHED FLOOR ELEVATION BASED ON THE HIGHWATER MARK IN THE FLOOD PRONE AREAS OF THE CITY AND**

**ENACT A MORATORIUM IN THOSE AREAS ON ALL NEW CONSTRUCTION UNTIL SUCH TIME THE AFOREMENTIONED CHANGES CAN BE CODIFIED.**

Mayor Pro Tem Schluter made a motion to place staff's recommendation on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was unanimous.

**G. SUBJECT: DISCUSSION AND ACTION REGARDING SELECTION OF DESIGN FIRM – TIGER POINT WEST COURSE RENOVATION PROJECT.**

Reference: Director of Parks & Recreation memo dated July 1, 2014

**RECOMMENDATION:**

**THAT THE CITY COUNCIL DIRECT STAFF TO NEGOTIATE AND SECURE A CONTRACT WITH ROBERT C. WALKER, INC. TO DESIGN AND DIRECT THE RENOVATION OF THE WEST COURSE AT TIGER POINT GOLF CLUB.**

Councilman Landfair made a motion requesting staff to set a date and time for both Robert C. Walker, Inc., and Ken Morgan to present their qualifications for golf course design to the City Council. The motion was seconded by Councilman Henderson. The vote for approval was unanimous.

**H. SUBJECT: DISCUSSION AND ACTION REGARDING SETTING OF SPECIAL MEETINGS FOR BUDGET REVIEW PROCESS.**

Reference: Assistant City Manager memo dated July 9, 2014

**RECOMMENDATION:**

**THAT THE EXECUTIVE COUNCIL MEETING SCHEDULED FOR JULY 30, 2014, BE SET AS A SPECIAL MEETING TO ACCOMPLISH "TRIM" REQUIREMENTS; THAT THE TENTATIVE BUDGET HEARING DATE FOR ADOPTING THE RESOLUTION FOR TENTATIVE AD VALOREM AND BUDGET AND REGULAR COUNCIL MEETING BE SET FOR WEDNESDAY, SEPTEMBER 3, 2014, 5:00 P.M. AT GULF BREEZE CITY HALL; AND THAT THE COUNCIL SET MONDAY, SEPTEMBER 15, 2014, 6:30 P.M. AT GULF BREEZE CITY HALL AS THE DATE FOR THE FINAL MILLAGE, BUDGET PUBLIC HEARING.**

Councilwoman Fitch made a motion to place staff's recommendation on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was unanimous.

**NEW ITEMS**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DREDGING OF HOFFMAN, WOODLAND AND GILMORE BAYOU.**

Reference: City Manager verbal report

**RECOMMENDATION:**

THAT THE CITY COUNCIL AUTHORIZE ECOLOGICAL CONSULTING SERVICES INC., TO PROVIDE PERMITTING SUPPORT TO OBTAIN PERMITS TO DREDGE 2500 CUBIC YARDS OF SEDIMENT FROM WOODLAND AND HOFFMAN BAYOU AND 3500 CUBIC YARDS OF SEDIMENT FROM GILMORE BAYOU FOR A COST NOT TO EXCEED \$12,320.

**B. SUBJECT: DISCUSSION AND ACTION REGARDING THE PURCHASE OF NATURAL GAS FILLING EQUIPMENT.**

Reference: City Manager verbal report

**RECOMMENDATION:**

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF NATURAL GAS FILLING EQUIPMENT IN THE AMOUNT OF \$432,000.

**C. SUBJECT: DISCUSSION AND ACTION REGARDING AUTHORIZING FAIRPOINT REGIONAL UTILITY SERVICES (FRUS) TO BORROW \$474,000 FROM THE STATE REVOLVING TRUST FUND.**

Reference: City Manager verbal report

**RECOMMENDATION:**

THAT THE CITY COUNCIL AUTHORIZE FAIRPOINT REGIONAL UTILITY SERVICES (FRUS) TO BORROW \$474,000 FROM THE STATE REVOLVING TRUST FUND.

Councilman Henderson made a motion to place staff's new items A through C on the July 21, 2014, Regular Council meeting agenda. The motion was seconded by Mayor Pro Tem Schluter. The vote for approval was unanimous.

**I. INFORMATION ITEMS:****J. PUBLIC FORUM:**

Kathy Kirk, 428 Dolphin Street, requested an estimated start date for the lift station improvements and what impact the project would have on her yard. Buz will get back with Mrs. Kirk regarding the above questions.

**K. ADJOURNMENT: Mayor Zimmern adjourned the meeting at 7:10 P.M**



# *City of Gulf Breeze*

## *PROCLAMATION*

**WHEREAS**, the Constitution of the United States established a foundation for the success of our nation through core beliefs such as popular sovereignty and limited government; and,

**WHEREAS**, September 17, 2014 marks the two hundred and twenty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and,

**WHEREAS**, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and,

**WHEREAS**, Constitution Week was officially declared by President Eisenhower on August 2, 1956; and,

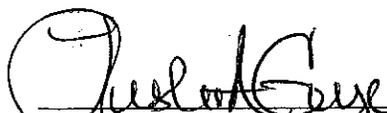
**WHEREAS**, Public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

**NOW, THEREFORE, BE IT PROCLAIMED**, I, Beverly H. Zimmern, Mayor of The City of Gulf Breeze, do hereby proclaim September 17 through 23, 2014 to be

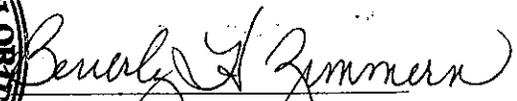
## *CONSTITUTION WEEK*

**AND** ask the citizens of Gulf Breeze to reaffirm the ideals of the Framers of the constitution had in 1787.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this 21<sup>st</sup> day of July, 2014.

  
Leslie A. Guyer, City Clerk



  
Beverly H. Zimmern, Mayor

**RESOLUTION 14-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING FAIRPOINT REGIONAL UTILITY SYSTEM'S LONG-TERM FINANCING FOR REPAIRS TO POTABLE WATER SUPPLY LINE FROM THE STATE OF FLORIDA REVOLVING TRUST FUND.**

**WHEREAS**, the City of Gulf Breeze is an owner agency of the Fairpoint Regional Utility System ("FRUS") along with Holley-Navarre Water System and Midway Water; and,

**WHEREAS**, the City approved the By-Laws for the operation and management of FRUS; and,

**WHEREAS**, the FRUS By-Laws require each owner agency to approve any long-term financing in excess of \$25,000 and having a term longer than one year; and

**WHEREAS**, FRUS desires to pursue a twenty (20) year loan from the State Revolving Trust Fund in an amount not to exceed \$500,000 to complete repairs to the potable water supply line under East Bay.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AS FOLLOWS:** That the long-term financing for repairs to the potable water supply line as approved by the Fairpoint Regional Utility System Board of Directors is hereby approved.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA** on this 21<sup>st</sup> day of July, 2014.

CITY OF GULF BREEZE

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

ATTEST

By: \_\_\_\_\_  
Stephanie D. Lucas, City Clerk



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

## Memorandum

**To :** Mayor and City Council  
**From :**  Edwin A. Eddy, City Manager  
**Date :** July 18, 2014  
**Subject:** Update from July 16 Executive Session

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At the July 16 Executive Session, we asked for indulgence in order to place three (3) additional items on the agenda for the July 21 Regular Meeting. Attached please find additional supporting materials for your consideration:

1. Memo from Vernon Prather regarding the purchase of natural gas filling equipment from Zeit Energy.
2. Request to authorize Heather Reed of Ecological Consulting services to obtain permits from the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers for the City to conduct minor dredging in each Bayou. Cost not to exceed \$12,320.
3. Resolution Approving Financing by Fairpoint Regional Utility System – Attached is a copy of Resolution 14-14 which approves a borrowing by the Fairpoint Regional Utility System. Article VII, Section 3, of the FRUS Bylaws requires each of the members of FRUS (the City, Midway, and the Holley-Navarre Water System) to approve any long-term financing in excess of \$25,000 and has a longer term than one year.

In this case, the FRUS Board voted to pursue a twenty year loan from the State Revolving Trust Fund in the amount of approximately \$475,000 at an interest rate of 1.7% to complete repairs on the potable water supply line under East Bay.

### Other Added Information –

After reviewing unit prices in the recently amended contract with Utility Service Company, we believe the cost of installing 1100 feet of exfiltration pipe and a second drain from the

lake to the lift station in Shoreline Park as well as a drain from the intersection of Loruna and Poinciana to the lake will be about \$255,600. This price includes \$33,000 in contingency allowance.

As noted during the Executive Session, we believe this project is eligible for immediate assistance from FEMA and the State of Florida.

The estimated cost of grading the swale from Shoreline Drive to the wetland south of Tall Pine Trail is \$12,500. This work will be accomplished by Utility Service Company.



# City of Gulf Breeze

DATE: July 15, 2014

TO: Edwin A. Eddy, City Manager

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

RE: Purchase of CNG Equipment, FEMA Alternative Project #13

City Council established the updated FEMA Alternative Projects in October 2011 with \$822,000 allocated for the purchase of CNG equipment (FEMA Alternative Project #13) and construction of a fueling station in a design-build format.

Staff solicited for bid qualifications and equipment costs from interested companies during this process. Ziet Energy was chosen as the best qualified contractor to provide a turn-key project and approved by City Council on December 19, 2011.

Staff desires to move forward with only the purchase of CNG equipment at this time as to preserve our eligibility for FEMA reimbursement which is scheduled to expire on September 30, 2014.

Ziet Energy has provided us the following bid pricing for CNG equipment at \$432,344.51. This includes all components necessary to construct a CNG facility capable of producing, storing, and dispensing compressed natural gas. The equipment is typically skid mounted and will be relocated to the CNG station site once it becomes available.

The attached documents detail the specific equipment to be provided and payment terms.

**RECOMMENDATION: City Council authorize staff to purchase CNG equipment for FEMA Alternative Project #13 in the amount of \$432,344.51 from Ziet Energy.**

## ***CNG EQUIPMENT SALES AGREEMENT***

ZeitEnergy, LLC

This CNG Equipment Sales Agreement (this "Agreement") is made effective as of June 20, 2014, by and between ZeitEnergy, LLC, of 1717 McKinney Ave, #700, Dallas, Texas 75202, ("Zeit"), and City of Gulf Breeze, of 1070 Shoreline Drive, Gulf Breeze, Florida 32561, ("the City").

**1. ITEMS PURCHASED.** Zeit agrees to sell, and the City agrees to buy, the following products (the "Goods") in accordance with the terms and conditions of this Agreement:

### Description

See Exhibit A - Zeit's Proposal to Gulf Breeze : NG50 Compressor, Xebec Non-Regen Dryer, Angi Fast Fill Dispenser, Fuelmaster Card Reader, 3 Pack of Storage 36k scf, Electronic Priority Panel, and CP400 Remote Monitoring.

TOTAL \$432,344.51

**2. PAYMENT.** Payment shall be made to 1717 McKinney Ave, #700, Dallas, Texas 75202. the City agrees to pay the sum of \$432,344.51 as follows:

### Event Payment Amount

- down payment to be remitted simultaneously with the written purchase order \$129,703.35
- upon written notice of the commencement of assembly of the compressor \$129,703.35
- upon written notice of readiness to ship \$129,703.35
- net 30 days from the date of shipment or upon transfer of the title to the City \$43,234.46

In addition to any other right or remedy provided by law, if the City fails to pay for the Goods when due, Zeit has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

Buyer shall pay reasonable shipping costs in accordance with its shipping instructions, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the buyer's address.

**3. DELIVERY.** Time is of the essence in the performance of this Agreement. Equipment will be delivered promptly upon completion of manufacturing direct to the City.

**4. WARRANTIES.** Zeit warrants to the City that the Goods will conform substantially to the applicable drawings or design standards.. Warranties associated with the equipment covered by this contract will be provided by the manufacturer and detailed in Exhibit B. Zeit does not provide additional warranty of the equipment.

ZEIT makes no warranties, expressed or implied, except as specifically stated above. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZEIT SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF ZEIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**5. INSPECTION.** the City, upon receiving possession of the Goods, shall have a reasonable opportunity to inspect the Goods to determine if the Goods conform to the requirements of this Agreement. If the City, in good faith, determines that all or a portion of the Goods are non-conforming, the City may return the Goods to Zeit at Zeit's expense. the City must provide written notice to Zeit of the reason for rejecting the Goods. Zeit will have a reasonable time from the return of the Goods to remedy such defects under the terms of this Agreement.

Buyer:  
City of Gulf Breeze

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

Seller:  
ZeitEnergy, LLC

By: \_\_\_\_\_  
Clint Beauchamp  
COO



## WARRANTY

ANGI hereby warrants that the EQUIPMENT sold hereunder shall be free of defects in material and workmanship appearing within 12 months from the date the EQUIPMENT is placed into service or 18 months from the date the GOODS are available to be shipped; whichever comes first. PURCHASER must give written notice of any defect covered by this warranty to ANGI within the warranty period. For any defect covered by this warranty, ANGI shall repair or replace the EQUIPMENT. Repairs or replacement parts are warranted for 90 days from the date that the repaired or replaced EQUIPMENT OR GOODS are shipped from the factory or until termination of the original warranty, whichever is longer. This warranty does not cover labor costs and other contingent expenses for the diagnosis of defects or for removal and reinstallation of the EQUIPMENT. Such repair or replacement shall be PURCHASER's sole and exclusive remedy for ANGI's breach of this AGREEMENT.

This warranty does not extend to any GOODS or EQUIPMENT which have been (a) subject to misuse, neglect, accidents, acts of God, or causes of a similar nature; (b) repaired or altered by anyone other than ANGI, without ANGI's prior approval; (c) improperly installed by anyone other than ANGI or someone under its direction or (d) to consumable parts or materials such as filter elements, seals, belts, or fuses, or (e) damage resulting from overloading the GOODS or EQUIPMENT. This warranty does not extend to nor does ANGI provide any warranty to components such as motors and drive engines that are separately covered by a warranty issued by their respective manufacturers. ANGI shall transfer or pass through to PURCHASER any such warranties received by ANGI. This warranty is in lieu of all other warranties expressed or implied.

**EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS IS THE ONLY WARRANTY GIVEN FOR THE SALE OF GOODS, EQUIPMENT AND/ OR SERVICES. NO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL ANGI BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR INCIDENTAL DAMAGES RESULTING FROM THE PURCHASE OR USE OF ANGI EQUIPMENT, GOODS, AND/OR SERVICES RESULTING FROM ANY DELAYS OR FAILURE OF PERFORMANCE OF ANGI UNDER ANY AGREEMENT BETWEEN ANGI AND PURCHASER, OR RESULTING FROM ANY SERVICES FURNISHED BY ANGI.**

This warranty may not be modified, amended, or otherwise changed except by a written document properly executed by ANGI.

*For warranty issues contact:* Customer Service  
**ANGI Energy Systems, Inc.**  
305 W. Delavan Dr.  
Phone: 608-563-2800  
Fax: 608-531-2635  
E-mail: [service@angienergy.com](mailto:service@angienergy.com)  
Website: [www.angienergy.com](http://www.angienergy.com)

# **ALLIED**

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## **EQUIPMENT, INC.**

### **ALLIED EQUIPMENT, INC. CNG STORAGE SPHERE ONE YEAR PARTS AND LABOR WARRANTY**

Allied Equipment, Inc. warrants to the original purchaser of every new CNG Storage unit to be free from defects in material or workmanship, under normal and proper use and installation.

Allied Equipment's obligation under this warranty is limited to a period of 1 year from the date of shipment or 15 months after completion of manufacturing, whichever occurs first.

Any parts and valves covered under this warranty that are determined by Allied Equipment to have been defective within 1 year of shipment or 15 months after completion of manufacturing, whichever occurs first, is limited to the repair or replacement, including shipping charges, of defective parts or valves.

### **WARRANTY CLAIMS**

All claims for labor or parts must be made directly through Allied Equipment, Inc. and must have an authorization number.

All claims should include: serial number of the unit, the make and model of the defective part(s), the customer's purchase order number, and all pertinent information supporting the existence of the alleged defect.

**XEBEC ADSORPTION INC.  
TERMS AND CONDITIONS OF SALE**

**TERMS AND CONDITIONS OF SALE NOTICE:** ALL SALES BY XEBEC ADSORPTION INC. ("SELLER") ARE SUBJECT TO AND CONDITIONED UPON PURCHASER'S ACCEPTANCE OF THE TERMS CONTAINED IN THIS DOCUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON SELLER UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY SELLER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH IN THE ATTACHED DOCUMENT(S).

I. **Acceptance.** All orders received by SELLER are subject to final acceptance or confirmation by SELLER and no terms or orders are binding upon SELLER until so accepted.

II. **Deliveries.** Unless otherwise specified by SELLER in writing, all deliveries are EXWORKS SELLER'S warehouse in Blainville, Quebec (INCO Terms). All deliveries shall be via common carrier or some other reasonable means chosen by SELLER. All risk of loss to Products sold shall pass to Purchaser upon delivery by SELLER of such Products to a common carrier. Delivery is conditional on the timely receipt by SELLER of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms only, and partial deliveries are permissible. All delivery schedules are estimates only, and SELLER will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of Products, or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to SELLER. SELLER may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed adequate to SELLER in its discretion, or of Purchaser's ability to pay. Failure to provide such assurances shall entitle SELLER to cancel this contract without further liability or obligation to Purchaser.

III. **Prices.** Unless otherwise specified by SELLER in the attached document(s), prices and quantities are quoted EXWORKS SELLER'S warehouse in Blainville, Quebec (INCO Terms). Prices are subject to change by SELLER without notice to Purchaser, and only those prices set forth on the attached document(s) will apply to the order. Unless otherwise specified by SELLER in the attached document(s), prices do not include installation, training, set-up, start-up, or other similar services. Prices do not include sales, use, excise, privilege or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of SELLER, Purchaser shall provide SELLER a tax exemption certificate acceptable to the appropriate taxing authorities.

IV. **Terms of Payment.** Unless otherwise specified by SELLER in the attached document(s), the purchase price shall be due in full by Purchaser within thirty (30) days after the date of SELLER's invoice. No partial payment by Purchaser shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of SELLER, notwithstanding any notation or statement accompanying that payment. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to SELLER. Purchaser may not hold back or set-off any amounts owed to SELLER in satisfaction of any claims asserted by Purchaser against SELLER. Time is of the essence with respect to this provision.

V. **Returned Products and Claims.** Within fifteen (15) days after Purchaser's receipt of Products sold, Purchaser must give written notice to SELLER of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to SELLER the full price of such Products. Products sold shall not be returned without SELLER's prior written consent, and transportation charges for return shall not be paid by SELLER unless authorized in advance.

VI. **Cancellation/Changes.** Purchaser may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors.

VII. **Limited Warranty.** SELLER shall repair or replace, without charge EXWORKS Blainville, Quebec (Canada), any part or parts of the equipment sold which, within the period of one (1) year from the date of start-up or eighteen (18) months from the date of SELLER's invoice, whichever period expires first, shall prove to have been defective, provided that the Purchaser gives to SELLER immediate notice in writing of the discovery of any defect and immediately delivers, at the Purchaser's cost, such defective part or parts to SELLER or its nearest authorized distributor.

**IN THE EVENT THE REPAIR OR REPLACEMENT OF SAID PARTS REQUIRE THE SERVICES OF A SERVICE TECHNICIAN, SELLER WILL FURNISH A SERVICE TECHNICIAN, SAID SERVICES TO BE FREE OF CHARGE IF PERFORMED WITHIN THE PERIOD OF NINETY (90) DAYS FROM THE DATE OF EQUIPMENT START-UP OR SIX (6) MONTHS FROM THE DATE OF SELLER'S INVOICE, WHICHEVER PERIOD EXPIRES FIRST. SAID SERVICES WILL BE PROVIDED DURING REGULAR WORKING HOURS ONLY, AND ANY OVERTIME PREMIUMS RESULTING FROM OVERTIME WORK REQUESTED BY THE PURCHASER SHALL, AT ALL TIMES, BE AT PURCHASER'S COST. TRAVEL TIME, TRAVEL AND LIVING EXPENSES SHALL ALSO, AT ALL TIMES, BE AT THE PURCHASER'S EXPENSE.**

**SELLER'S WARRANTY IS SUBJECT TO SELLER'S EQUIPMENT SOLD BEING COMMISSIONED AND START-UP BY HIS FACTORY TRAINED FIELD SERVICE TECHNICIAN. SELLER'S ORIGINAL SPARE PARTS MUST BE USED AT ALL TIMES OR THE WARRANTY WILL BE VOID.**

**SPECIFICATIONS, LIMITATIONS, AND RECOMMENDED APPLICATIONS AND USES FOR PRODUCTS MAY BE ESTABLISHED BY SELLER FROM TIME TO TIME. ONLY THOSE SPECIFICATIONS, LIMITATIONS, AND RECOMMENDED APPLICATIONS AND USES EXPRESSLY IDENTIFIED AS SUCH BY SELLER SHALL BE BINDING UPON SELLER. SAMPLES, DESCRIPTIONS, REPRESENTATIONS, AND OTHER INFORMATION CONCERNING PRODUCTS CONTAINED IN SELLER'S CATALOGS, ADVERTISEMENTS, OR OTHER PROMOTIONAL MATERIALS OR STATEMENTS OR REPRESENTATIONS MADE BY SELLER'S EMPLOYEES OR SALES REPRESENTATIVES ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY AND ARE NOT BINDING UPON SELLER. NO EMPLOYEE, AGENT OR SALES REPRESENTATIVE OF SELLER SHALL HAVE ANY AUTHORITY WHATSOEVER TO ALTER, EXPAND OR OTHERWISE MODIFY THIS LIMITED WARRANTY OR SELLER'S PRODUCTS SPECIFICATIONS, LIMITATIONS, OR RECOMMENDED APPLICATIONS WITHOUT SELLER GIVING ITS PRIOR EXPRESS WRITTEN CONSENT TO PURCHASER.**

This Limited Warranty does not cover normal maintenance or items consumed during normal operation, normal wear and tear, use under circumstances exceeding specifications, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural causes such as fire, storm, or flood. Except as otherwise provided, SELLER shall not be liable for transportation, labor or other charges for adjustments, repairs, replacements, installation, or other work which may be done upon or in connection with the Products sold. This warranty covers only standard catalog items.

This Limited Warranty is Purchaser's exclusive remedy. It shall not be deemed to have failed of its essential purpose so long as SELLER is willing and able to repair or replace defective Products in the manner specified. Except as herein provided, SELLER shall not be liable to Purchaser in

any manner with respect to the Products. In no event shall SELLER'S liability to Purchaser ever exceed the purchase price of the allegedly defective Product.

**EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING ALL REPRESENTATIONS AND WARRANTIES (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE PRODUCTS; (B) AS TO THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN THE PRODUCTS; (C) AS TO THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE; (D) AS TO THE SUITABILITY OF THE PRODUCTS FOR PURCHASER'S PURPOSES OR THE IMPACT OF THE PRODUCTS ON PURCHASER'S OPERATIONS. SELLER MAKES NO WARRANTIES OR GUARANTIES REGARDING THE PRODUCTION OR PERFORMANCE PURCHASER OR ANY OTHER PERSON OR ENTITY MAY OBTAIN FROM THE PRODUCTS.**

I. **EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST REVENUES AND PROFITS AND DAMAGES FOR BREACH OF CONTRACT, BREACH OF WARRANTY OR NEGLIGENCE.

II. **Excusable Delays.** SELLER shall not be liable for delays or failure to perform due, directly or indirectly, to (i) causes beyond SELLER's reasonable control, or (ii) acts of God or nature, acts (including failure to act) of any governmental authority, wars (declared or undeclared), strikes or other labor disputes, fires, and natural calamities (such as floods, earthquakes, storms, epidemics).

III. **Selection and Application.** Purchaser is solely responsible for proper selection and application of Products, as well as the incorporation of Products into other equipment or products. Purchaser agrees that it will use and apply Products only for their intended uses and according to specifications and limitations established by SELLER from time to time. Purchaser shall indemnify and hold SELLER harmless from and against any and all damages, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to improper selection, application, use or incorporation of Products or abuse of Products.

IV. **Patent.** Purchaser shall, at its expense, indemnify and hold SELLER harmless from and against any claim, liability, expense (including reasonable attorneys' fees) or loss resulting from any infringement of any patent, trademark, copyright or other property interest of a third party arising out of SELLER's compliance with any of Purchaser's designs, specifications, or instructions. If SELLER requests, Purchaser shall defend SELLER at Purchaser's expense, in any suit brought against SELLER alleging such infringement, provided that SELLER gives Purchaser prompt notice of such suit, and SELLER gives Purchaser information reasonably requested by Purchaser relating to such suit, and gives reasonable assistance, at Purchaser's expense, to Purchaser with such suit.

V. **Ownership of Drawings, Patents and Other Property.** All drawings, illustrations, dimensions, specifications, performance projections, designs, plans, computations, and descriptions prepared by SELLER in connection with any work, quotation, or contract, whether of Products or general engineering or other arrangements, are SELLER's property and may not be copied or disclosed to any other persons or used for any purpose whatsoever without SELLER's prior written consent. Any patent or registered design developed or otherwise acquired by SELLER during the manufacture of Products and performance of work shall be the property of SELLER.

VI. **Security Agreement.** Purchaser hereby grants to SELLER a continuing purchase money security interest in all Products sold and/or delivered to Purchaser, and all proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that SELLER may reasonably require for the protection of SELLER's security interest and Purchaser hereby authorizes SELLER to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire or theft of the Products for so long as the security interest is in effect, which policies of insurance shall name SELLER as loss payee.

VII. **Assignment.** Purchaser may not assign its rights or obligations hereunder without the prior written consent of SELLER, and any purported assignment without such consent shall be of no effect.

VIII. **Equipment.** Unless otherwise agreed in writing by SELLER, any tools or equipment which SELLER constructs or acquires specifically for use on Purchaser's order shall be and remain SELLER's property and in SELLER's sole possession and control, and any charges made by SELLER thereof shall be for the use of such equipment only. SELLER may make such disposition of such equipment as it desires without prior notice or liability to Purchaser. SELLER shall have no responsibility for loss or damages to such equipment or any material owned or furnished by Purchaser while in SELLER's possession. Equipment charges designated as estimates by SELLER will vary in accordance with actual cost.

IX. **Limitations.** Any action or proceeding against SELLER arising out of or relating to the Products will be forever barred unless commenced within the earlier of: (a) one (1) year after the claim or cause of action occurs; or (b) the period prescribed by the applicable statute of limitation or repose.

X. **Choice of Law.** These Terms and Conditions of Sale and any dispute or claim relating to the Products shall in all respects be governed by and construed according to the laws of the Province of Quebec, Canada, excluding its conflict of laws principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply.

XI. **Choice of Forum, Venue, and Consent to Jurisdiction.** Except with respect to an action instituted by SELLER for equitable relief, including, without limitation, an action for temporary or permanent injunctive relief, Purchaser and SELLER agree that the General Courts of Jurisdiction of the Province of Quebec (Canada), shall constitute the exclusive forums for the adjudication of any and all disputes or controversies arising out of or relating to these Terms and Conditions of Sale or the Products sold. Purchaser and SELLER consent to the exercise of jurisdiction over them by such courts with respect to any such dispute or controversy, and Purchaser and SELLER waive any objection to the assertion or exercise of jurisdiction by such courts.

**Entire Agreement.** The provisions contained in the document(s) attached hereto are incorporated into these Terms and Conditions of Sale by reference. Purchaser and SELLER acknowledge that these Terms and Conditions of Sale, together with SELLER's invoice, constitute the entire agreement between the Purchaser and SELLER with regard to the Products and supersede all prior oral or written statements of any kind made by the parties or their representatives. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by the Purchaser and SELLER. The provisions of these Terms and Conditions of Sale and SELLER'S invoice are severable and the invalidity or enforceability of one provision shall not affect the validity or enforceability of any other provision.



# ZEIT ENERGY

CNG FUELING SERVICES

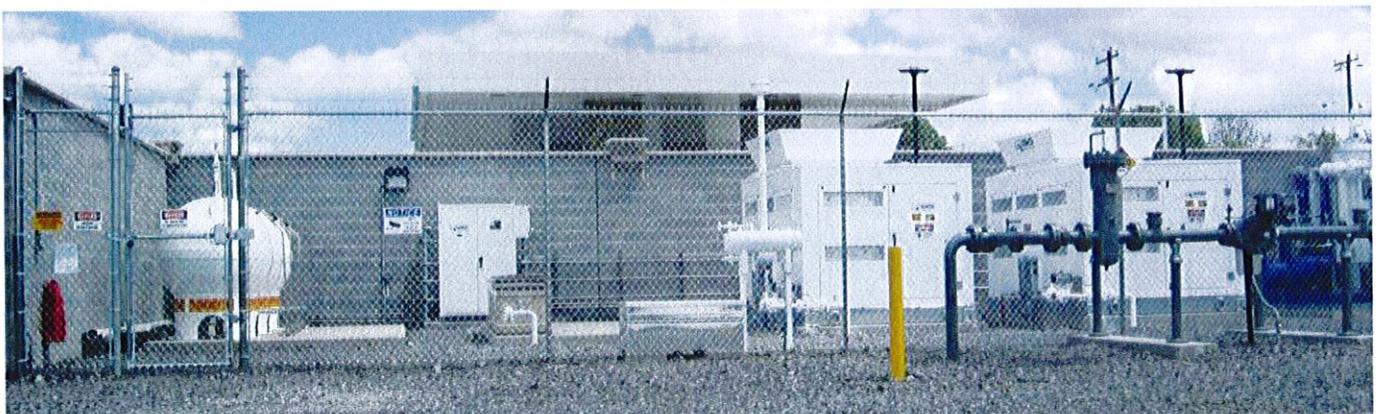
## City of Gulf Breeze CNG Equipment

May 9, 2014

Submitted to:  
Harrold G. Hatcher  
1070 Shoreline Drive  
Gulf Breeze, FL. 32561  
hhatcher@gulfbreezefl.gov  
850-232-9701

Submitted by:  
ZeitEnergy LLC  
1717 McKinney Ave  
Suite #700  
Dallas, TX 75202

Clint Beauchamp  
817-223-1401  
clint@zeitenergy.com  
efax: 214-593-3344





# ZEIT ENERGY

CNG FUELING SERVICES

City of Gulf Breeze  
CNG Equipment

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Dear Mr. Hatcher,

Thank you for allowing ZeitEnergy to work with you on this project. We have received and carefully considered the information you have provided. Drawing from our deep experience and combining them with best industry practices, we have developed the most optimal CNG solution for your operations. This solution will not only satisfy the requirements but will provide an unparalleled experience for your fueling needs.

About ZeitEnergy:

ZeitEnergy is one of the most technically proficient CNG providers in the industry. We are vendor neutral and use a consultative approach to carefully match our customer's fueling needs to the pieces of equipment, offering the best combination of performance and value. We have the ability to effectively provide sound design, engineering, equipment procurement, construction, and a superior project management team. Our customer base is over 50% natural gas utilities like Atmos, Centerpoint, Oneok and exploration and production companies like EnCana, Apache, and Southwestern Energy (SWN). These companies are natural gas experts and select ZeitEnergy based on our technical competency and ability to deliver projects on time and on budget.

Why ZeitEnergy:

- 1) ZE's deep experience with similar projects
- 2) ZE's technical competence and strong project management skills
- 3) ZE's responsiveness to your needs

The pricing for the proposed CNG equipment is \$432,344.51.

ZeitEnergy is committed to providing world-class services to our customers. We stand ready to execute this proposal and would be happy to answer any questions during your review.

Best Regards,

Clint Beauchamp  
Founder and Principal, ZeitEnergy LLC  
clint@zeitenergy.com  
817-223-1401



# ZEIT ENERGY

CNG FUELING SERVICES

City of Gulf Breeze  
CNG Equipment

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## Technical Specifications

Zeit Energy is pleased to offer the following proposal for supply of Compressed Natural Gas Compression equipment for your project. Our technical specification is limited to the Scope of Supply offered below which describes Compressors, Inlet Gas Dryer, ASME Storage Vessels and Fast Fill Dispenser Equipment.

### Summary:

Compressor output per hour: 36 GGE; Total system output per hours: 72 GGE

### Required Utilities:

- 480 Volt / 3 Phase from electric utility
- 20 psig inlet pressure from natural gas utility

### Compressor Specs:

- NGI NG50E (QTY 2)
- 75 scfm Flow @ 15 psig Inlet Pressure per Skid (regulated)
- Supplies approximately 36 gasoline gallon equivalents (GGE) per hour
- 4500 psig Discharge
- 50 Bhp, 480VAC 900 RPM Motor
- ANGI Control System – Horner XLE Controller
- Includes Weather-proof Enclosure
- Starter Panel and Control Transformer, On-skid (FVNR Contactors)



### Inlet Gas Dryer:

- Model Xebec STV20NGX
- Non-Regeneration Dryer
- Stock Model - Single Tower
- Includes Electrical Dew Point Monitor
- External regeneration or desiccant replacement process
- 1 Pre-filter and 1 After-filter mounted





# ZEIT ENERGY

CNG FUELING SERVICES

City of Gulf Breeze  
CNG Equipment

## Fast Fill Dispenser w/ External Card Reader

### ANGI Series II Dispenser

- Dual Hose, 3/8"x 1/4" Twin Synflex
- NGV1 Type II Nozzles, 3600 (Staubli P36)
- (1) LCD Display with Backlight per Hose
- Stainless Steel Enclosure
- Approved for Weights and Measures

### Fuel Master Card Reader Management

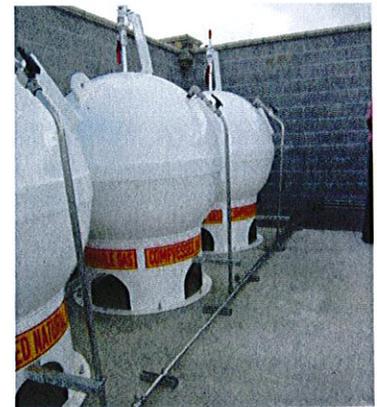
- Standalone Tower
- Authorization external card reader accepting all major credit and fleet cards
- Printer option
- Pro-Key Option

### Electronic Priority Panel:

- 1/2" ESD Valve
- Independent PLC
- Temperature compensated Fill

### ASME storage 3-Pack

- Can store 36,671 scf Natural Gas at 5000 psig.
- Manufactured to the ASME UPV Code Section VIII Division 2
- Stainless steel (1/2") ball valves on front and back of vessel
- Safety relief valves on each vessel
- ASE straight thread o-ring fitting drain valves on vessels
- Floor mount frames for Side by Side installation of vessels
- Complete primed and painted assembly





# ZEIT ENERGY

CNG FUELING SERVICES

City of Gulf Breeze  
CNG Equipment

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**Remote Monitoring System: CP-400:**

- Monitoring & Data Collection of Complete Fueling Process
- Detailed Fault Alerts Via Email & SMS Text
- Customer Supplied Network Communication to Internet Required

**Freight:**

- CNG Equipment delivered to your site.

**Equipment quote does not include the following:**

- SCADA Software
- Web based application

Staff has estimated the cost of the proposed work, based on the bid cost of various line items as follows:

Park Expansion:

A) 1100' of 18" exfiltration pipe	\$96,800
B) 600' of 24" drain pipe	52,800
C) 7 each of drain basin	11,011
D) 1 each construct new head wall at pond	10,148
E) 1 each connection to wet well	5,000
F) 1 road repair	<u>4,000</u>
	\$179,759
15% contingency	<u>26,960</u>
	\$206,719

Loruna and Poinciana Expansion to Storm Water Pond:

420' @ \$88	\$36,960
1 each drain basin	1,513
1 repair road	<u>4,000</u>
	\$42,533
15% contingency	<u>6,400</u>
	\$48,933

**ENGINEER'S ESTIMATE OF QUANTITIES - FOR BID COMPARISON ONLY**

Project Name: **GULF BREEZE DRAINAGE IMPROVEMENTS**

HMM Project No. 297654

**Base Bid:**

	Description	Quantity	Unit	Unit Price	Amount
	<b>SITWORK</b>				
1	1" SP-9.5 Asphalt Overlay	518	TN	106.00	54,908.00
2	Sod	3,000	SY	4.82	14,460.00
3	Remove Existing Sand/Conc Headwall	1	EA	688.00	688.00
4	Cut and Patch Concrete Driveways	851	SY	62.00	52,762.00
5	Cut and Patch Asphalt Roadways	500	SY	70.00	35,000.00
	<b>STORMWATER</b>				
6	12" PVC Stormwater Force Main	3,561	LF	33.88	120,646.68
7	18" Exfiltration Pipe	3,022	LF	88.02	265,996.44
8	18" ADS N-12WT Pipe	3,046	LF	63.72	194,091.12
9	18" RCP	692	LF	80.60	55,775.20
10	24" RCP	125	LF	80.02	10,002.50
11	24" Nyloplast Inline Drain	37	EA	1573.00	58,201.00
12	24" Nyloplast Drain Basin	31	EA	1573.00	48,763.00
13	24" Nyloplast Drain Basin w/ Pedestrian Cover	2	EA	1573.00	3,146.00
14	8' Ø Stormwater Lift Station w/ Control Panel	2	EA	140,000.00	280,000.00
15	Camelia Street Lift Stations Control panel upgrade (complete)	1	LS	75,000.00	75,000.00
16	2" Combination Air /Vacuum Release Valve & Vault	3	EA	4632.00	13,896.00
17	Vortechs Model 1421	1	EA	129,334.00	129,334.00
18	Concrete Headwall	1	EA	10,148.00	10,148.00
19	48" Reinforced Concrete Manhole	10	EA	2,527.00	25,270.00
20	FDOT 6'x6' Type J Bottom w/ (2) x Manhole Tops	5	EA	6,517.00	32,585.00
21	FDOT 6'x6' Type J Bottom w/ 42" Manhole Top	1	EA	11,152.00	11,152.00
22	FDOT Type C Inlet Junction Structure	1	EA	4,673.00	4,673.00
23	FDOT Type C Inlet Top w/ 6'x6' FDOT Type J Bottom	5	EA	5,002.00	25,010.00
24	FDOT Type F Inlet Top w/ 6'x6' FDOT Type J Bottom	1	EA	4,774.00	4,774.00
25	Modification to Vinyl Sheet Pile Bulkhead Allowance	1	REIMB.	*\$50,000.00	*\$50,000.00
26	Reconstruct Impacted segment of Chanticlaire Subdivision Wall	1	LS	31,416.00	31,416.00

## **MEMORANDUM**

**TO: Vernon Prather, Utility Director**

**FROM: Jon Kanzigg, Construction Coordinator**

**DATE: 7-16-14**

**RE: Swale work from Shoreline South to Tall Pine Drainage System.**

**We invited three Contractors to offer their price for the above work. Listed in order below, please find their proposals.**

- 1. Utility Service Company - \$12,500.00**
- 2. Ken Griffin Landscaping - \$15,500.00**
- 3. Brown Construction - \$25,450.00**

