

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

**OCTOBER 28, 2015
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

1. **ROLL CALL**
2. **PROCLAMATIONS AND PRESENTATIONS**
 - A. Recognition of Officer Travis White and Loki on certification as K-9 Drug Officer
3. **RESOLUTION AND ORDINANCES**
 - A. Adoption of Ordinance No. 07-15 establishing a Municipal Public Service Tax (MPST) rate of 7.50% effective April 1, 2016 and approve it on Second Reading and Public Hearing on November 2, 2015
 - B. Adoption of Resolution No. 30-15 approving an Interlocal Agreement for creation of the Florida-Alabama Transportation Organization
4. **ACTION AGENDA ITEMS**
 - A. Approving a Special Event application for the 2015 Holiday Parade, December 5, 2015
 - B. Approving Pensacola Sports Association's traffic plan for the 2016 Double Bridge Run
 - C. Authorizing purchase and installation of a heating, ventilation, and air conditioning (HVAC) system and electrical system from McNorton Mechanical in the amount of \$14,739 for new office space
 - D. Authorizing Warrington Utility & Excavating to remove an existing 6" meter and related structure located near Gulf Breeze Parkway and Bayshore Road and install a new 12" water main in the amount of \$7,950
 - E. Declaring 417 Fairpoint Drive as surplus property and authorizing the disposal by a sealed bid process
 - F. Approving the City's participation in the Small County Outreach Program (SCOP) with Florida Department of Transportation and Santa Rosa County in order to improve Country Club Road
 - G. Approving the purchase of two Dell PowerEdge R430 servers from SafariMicro in the amount of \$6,661.12
 - H. Declaring forty-five (45) cellular telephones as surplus and providing them to Paraben Corp. for credit on the annual subscription for the Police Department's forensic download system
 - I. Approving staff's recommendation to cancel the December 30, 2015, Executive Session meeting
 - J. Approving payment of an invoice from Galloway/Johnson/Tompkins/Burr and Smith in the amount of \$2,725.00 for legal services rendered in connection with the Catawba lawsuit

**SPECIAL MEETING
OCTOBER 28, 2015**

To commence following the conclusion of the Executive Council meeting

- A. Private Attorney-Client Session confined to settlement negotiations or strategy sessions related to litigation expenditures in connection with the lawsuit brought against the City by Lance Reese and Pete and Mitzi Peters

5. **NEW ITEMS**

6. **INFORMATION ITEMS**

7. **PUBLIC FORUM**

8. **ADJOURNMENT**

If any person decides to appeal any decisions made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council upon seeking and receiving recognition from the Chair. If you are a person with a disability who needs accommodation in order to participate in a public hearing you are entitled to the provision of certain assistance. Please contact the City Clerk's office at (850) 934-5115 or at 1070 Shoreline Drive, Gulf Breeze at least one (1) week prior to the date of the public hearing.

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 10/20/2015

Subject: Municipal Public Service Tax (MPST)

On October 19th the City Council passed Ordinance 07-15 on a first reading. A copy of said ordinance is enclosed. As you know, Ordinance 07-15 increases the MPST from 5% to 7.5% on the purchase of electricity, metered natural gas, liquefied petroleum gas, and water service in the City. Sections 166.231-.235 of the Florida Statutes provide that municipalities can establish a rate of up to 10%. The need to consider an increase in the MPST was a result of this year's budget process. That decision was made, in part, to:

1. Promote financial sustainability in the General Fund.
2. Provide a dedicated funding source for street maintenance in order to maintain a 15-year resurfacing schedule and related storm water improvements.

As has been discussed previously there is a timing element to any change in the MPST. The next possible effective date is April 1, 2016, which would require the City to pass the ordinance and notify DOR on the prescribed form no later than December 31, 2015.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council hold a public hearing on November 2, 2015 for Ordinance 07-15, which establishes a MPST rate of 7.5% effective April 1, 2016 and approve it on a Second Reading.

Enclosure

ORDINANCE 07-15

AN ORDINANCE OF THE CITY OF GULF BREEZE AMENDING THE MUNICIPAL PUBLIC SERVICE TAX; PROVIDING FOR THE ADOPTION OF A REVISED MUNICIPAL PUBLIC SERVICE TAX RATE; PROVIDING NOTICE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has established by law that a municipality may levy a tax on the purchase of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, and water service; and,

WHEREAS, Section 166.231, Florida Statutes, authorizes the City of Gulf Breeze to levy the tax only on purchases within the municipality and shall not exceed 10 percent of the payments received by the seller of the taxable item from the purchaser for the purchase of such service; and,

WHEREAS, the tax imposed by this ordinance shall not be applied against any fuel adjustment charge, and such charge shall be separately stated on each bill. "Fuel adjustment charge" shall mean all increases in the cost of utility services to the ultimate consumer resulting from an increase in the cost of fuel to the utility subsequent to October 1, 1973; and,

WHEREAS, the City of Gulf Breeze desires to establish a Municipal Public Service Tax of 7.5% pursuant to Section 166.231, Florida Statutes; and,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1. - ADOPTION OF MUNICIPAL PUBLIC SERVICE TAX RATE

The Municipal Public Service Tax authorized under Section 166.231(1)(a), Florida Statutes, for the City of Gulf Breeze is hereby established at a rate of 7.5%. This rate is to be effective April 1, 2016.

SECTION 2. - NOTICE TO THE DEPARTMENT OF REVENUE

The City of Gulf Breeze directs that notice to establish Municipal Public Service Tax to be provided to the Florida Department of Revenue by January 1, 2016. Form DR-700001 and a copy of this ordinance must be submitted with the notification.

SECTION 3. – SEVERABILITY

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

SECTION 4. - EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze. The imposition and collection of the new Municipal Public Service Tax shall commence effective April 1, 2016.

SECTION 5. - CONFLICT

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

SECTION 6. - EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage by the City of Gulf Breeze. The imposition and collection of the new Municipal Public Service Tax shall commence effective April 1, 2016.

PASSED ON THE FIRST READING ON THE 19th DAY OF OCTOBER, 2015.

ADVERTISED ON THE _____ DAY OF _____, 2015.

PASSED ON THE SECOND READING ON THE _____ DAY OF _____, 2015.

BY: _____
MATT DANNHEISSER, MAYOR

ATTEST:

LESLIE A. GUYER, CITY CLERK OR
STEPHANIE D. LUCAS, CITY CLERK

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 10/8/2015

Subject: Municipal Public Service Tax (MPST)

As you know, municipalities have the ability to establish a MPST on the purchases of electricity, metered natural gas, liquefied petroleum gas, and water service. F.S. Sections 166.231-.235 provides that municipalities can establish a rate of up to 10%. Currently the City's rate is 5%. At the final budget workshop, a tentative decision was made to increase the City's MPST to 10%. That decision was made, in part, to:

1. Promote financial sustainability in the General Fund.
2. Provide a dedicated funding source for street maintenance in order to maintain a 15-year resurfacing schedule and related storm water improvements.

The decision was also made after comparing the rates in place in surrounding communities as outlined in the enclosed chart. The largest component of the MPST is the tax on electricity, although this tax is also applied to City water/sewer customers and city natural gas accounts. The impact of this rate increase will be tied to consumption or use. Examples of the monthly impact to residential customers are highlighted in the following table (subject to rounding):

ELECTRICITY

USE*	MONTHLY IMPACT OF ADDITIONAL 5%	EACH 1%	ANNUAL IMPACT
1000 kWh	\$5.32	\$1.06	\$63.84
1500 kWh	\$7.46	\$1.49	\$89.52
2000 kWh	\$9.59	\$1.92	\$115.08
2500 kWh	\$11.73	\$2.35	\$140.76
3000 kWh	\$13.86	\$2.77	\$166.32

*Comparison based on RS service. RSVP (variable pricing) may be marginally lower.

WATER /SEWER

USE	MONTHLY IMPACT OF ADDITIONAL 5%	EACH 1%	ANNUAL IMPACT
1000 Gallons	\$0.77	\$0.15	\$9.24
3000 Gallons	\$1.10	\$0.22	\$13.20
5000 Gallons	\$1.44	\$0.29	\$17.28
8000 Gallons	\$1.94	\$0.39	\$23.28
10,000 Gallons	\$2.28	\$0.46	\$27.36

There is a timing element to any change in the MPST. The effective date must begin at the start of a calendar quarter: January 1st, April 1st, July 1st, or October 1st. The City must notify the Department of Revenue (DOR) of the rate change at least 120 days before the effective date. It is too late to meet that deadline for a January 1st effective date since the required ordinance would need to be approved by August 31st. Accordingly, the next effective date is April 1, 2016, which requires that the City pass the ordinance and notify DOR on the prescribed form no later than December 31, 2015. A copy of that form is enclosed for information.

Also enclosed is an ordinance for that purpose. It provides for a MPST rate of 10% effective on April 1, 2016. With an effective date of April 1st, the City will realize 6 months of this additional revenue for FY16. This would be approximately \$211,500 in additional revenue that could be devoted to the FY16 street resurfacing program. For FY17, the revenue stream generated from MPST should provide sufficient funding for the City to sustain the street resurfacing program on a 15-year cycle as first contemplated in FY15.

Annually an additional 5% MPST will generate approximately \$423,000. This equates to \$84,600 for each additional 1% increase. Accordingly, should the City increase the total MPST to 7.5%, that action would produce additional annual revenues of \$211,500 or one-half that amount in FY16 based on the above referenced implementation schedule.

Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council approve Ordinance 06-15 establishing a MPST rate of 10% effective April 1, 2016 on a First Reading on October 19, 2015 and hold a public hearing on said ordinance on November 2, 2015 and approve it on a Second Reading on that date.

Enclosures

2015 CST/MPST COMPARISON

MUNICIPALITY	CST	ELECTRICITY	NATURAL GAS	WATER
CRESTVIEW	5.22%	10.00%	10.00%	0.00%
DESTIN	5.22%	0.00%	0.00%	0.00%
FT. WALTON BEACH	5.62%	10.00%	10.00%	10.00%
MARY ESTHER	5.02%	10.00%	10.00%	10.00%
NICEVILLE	5.50%	10.00%	10.00%	10.00%
VALPARAISO	5.22%	10.00%	10.00%	10.00%
GULF BREEZE	4.80%	5.00%	5.00%	5.00%
MILTON	6.12%	10.00%	2.50%*	0.00%
PENSACOLA	6.12%	10.00%**	10.00%**	10.00%**

*This 2.50% is a gross receipts tax pursuant to F.S. 203.01.

**10.00% on the first \$10,000 purchased monthly and a rate of 1/10.00% of monthly purchases over \$10,000.



Municipal Public Service Tax Database Report

DR-700001
R. 10/01
TC

This form is intended to be used to comply with section 166.233(2), Florida Statute. All Florida municipalities and charter counties must provide this information to the Florida Department of Revenue, sending changes as they occur. Any change in a tax levy or rate must be reported at least 120 days before the change occurs.

Please fill in all information on each municipal public service not administered by a municipality, or its separate utility authority, board, or commission. (No information is required for any service administered by a municipality or its separate authority, board, or commission.)

Note: Tax levies for communications services are no longer reported to the Department of Revenue using this form. To report communications service tax levies and levy changes local officials must use form DR-700021.

Municipality _____ County _____

Service	Tax Rate**	Effective Date	Repeal Date	Government Contact Person	Telephone	Street/PO Box	City	ZIP Code
Gas:								
Natural								
Liquefied Petroleum								
Manufactured								
Electric								
Water								
Fuel Oil/Kerosene								

**Enter tax rate. If no tax is imposed, enter "0%." If voluntarily reporting self-administered tax, enter tax rate and "S/A."

Preparer Name _____ Preparer Phone _____ Preparer Signature _____ Date _____

Return completed form to:
 John Crotty, RISE Coordinator
 Revenue Accounting and Local Government
 Mail Stop 1 - 3628
 Florida Department of Revenue
 5050 W Tennessee St
 Tallahassee FL 32399-0136

Phone 850-717-6430
 Fax 850-921-1171

For DOR Use Only

Date Entered _____

By _____



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor & City Council

From:  Edwin A. Eddy, City Manager

Date: October 16, 2015

Subject: Resolution No. 30-15, Approving an Interlocal Agreement for Creation of the Florida-Alabama Transportation Planning Organization (TPO)

In order for the local Florida-Alabama Transportation Planning Organization to be in compliance with various federal and state requirements regarding the creation and maintenance of TPOs, it is necessary for the City Council to adopt Resolution No. 30-15. There have been changes to the TPO membership to include Orange Beach and Baldwin County, Alabama and Escambia County, Florida Area Transit.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 30-15.

RESOLUTION NO. 30-15

**A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA,
AUTHORIZING THE EXECUTION OF THE INTERLOCAL
AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA
TRANSPORTATION PLANNING ORGANIZATION.**

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the Governor of Florida as being responsible, together with the State of Florida, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, Title 23 USC §134 and Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and Section 339.175, Florida Statutes (F.S.), provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to this interlocal agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola Urbanized Area;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF GULF BREEZE, THAT:

The City Council authorizes the Mayor or his designee to execute the interlocal agreement for creation of the Florida-Alabama TPO.

Passed and duly adopted by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida on this 2nd day of November, 2015.

CITY OF GULF BREEZE

By: _____
Matt E. Dannheisser, Mayor

ATTEST

By: _____
Stephanie D. Lucas, City Clerk or
Leslie A. Guyer, City Clerk

Florida-Alabama



Transportation Planning Organization

Jayer Williamson
Chairman

Grover C. Robinson, IV
Vice Chairman

P.O. Box 11399 • 32524-1399 Pensacola, FL • Street Address: 4081 E. Olive Road-Suite A • 32514
P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923 • www.wfrpc.org

July 14, 2015

Mr. Edwin Eddy, City Manager
City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Florida 32561

RE: Updated Florida-Alabama Transportation Planning Organization (TPO) Agreement

Dear Mr. Eddy:

At the July 8, 2015 regular meeting of the Florida-Alabama TPO, the TPO unanimously authorized TPO Chairman Jayner Williamson to sign the enclosed updated Interlocal Agreement for Creation of the TPO and requested the parties to the agreement to sign the agreement for execution.

The agreement outlines the responsibilities of the parties that make up the TPO membership in carrying out a continuing, cooperative and comprehensive transportation planning process. For an existing metropolitan planning organization, like the Florida-Alabama TPO, the Interlocal Agreement is required to be reviewed and updated if necessary every five years or sooner if needed. The only significant change from the TPO's existing agreement is the addition of a City of Orange Beach councilperson and the Escambia County Area Transit General Manager as voting members of the TPO. The parties to this agreement are the TPO, Florida Department of Transportation (FDOT), Alabama Department of Transportation (ALDOT), Escambia County, Santa Rosa County, Baldwin County, Pensacola, Milton, Gulf Breeze, Orange Beach, and Escambia County Area Transit.

The TPO requests that this agreement be placed on the next available City Council Agenda for approval and authorization for the Mayor to sign and seal six (6) original copies of page 17. Jill Lavender, TPO staff, will be available to attend City Council meetings if requested. Thank you for your assistance and please contact Jill Lavender at 850-332-7976 Ext. 212 or jill.lavender@wfrpc.org if additional information is needed.

Sincerely,

Mary Robinson
Transportation Director

ENCLOSURES: Interlocal Agreement for Creation of the TPO and Sample Resolution Template

10/14/2015

GulfBreezeFL.gov Mail - RE: Florida-Alabama TPO Interlocal Agreement



Edwin Eddy <eaeddy@gulfbreezefl.gov>

RE: Florida-Alabama TPO Interlocal Agreement

1 message

Lavender, Jill <jill.lavender@wfrpc.org>
To: Edwin Eddy <eaeddy@gulfbreezefl.gov>
Cc: Timothy Bustos <bustostimothy@gmail.com>

Wed, Oct 14, 2015 at 8:13 AM

Mr. Eddy,

This is an update from the 2005 agreement (attached). Major changes include the new members since 2005 (Orange Beach and ECAT). There has also been language added that states Florida Statutes apply to Florida parties and Alabama Code of Law applies to Alabama parties. The TPO approved the updated agreement on October 7, 2015.

Please let me know if you have any further questions.

Sincerely,

Jill Lavender

Planner, Special Projects Coordinator

West Florida Regional Planning Council • Since 1964 – *50 years and still growing!*

Street: 4081 E. Olive Rd., Ste. A; Pensacola, FL 32514 • Mailing: P.O. Box 11399; Pensacola, FL 32524-1399

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INTERLOCAL AGREEMENT FOR CREATION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

THIS INTERLOCAL AGREEMENT for the formation of a Metropolitan Planning Organization is made and entered into on this 7th day of October 2015, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT); FLORIDA COUNTIES OF ESCAMBIA and SANTA ROSA; ALABAMA COUNTY OF BALDWIN; THE CITIES OF PENSACOLA, GULF BREEZE, MILTON IN FLORIDA and ORANGE BEACH IN ALABAMA; AND ESCAMBIA COUNTY AREA TRANSIT, collectively known as “the parties.”

RECITALS

WHEREAS, the federal government, under the authority of Title 23 United States Code (USC) §134 and Title 49 USC §5303, requires each metropolitan area, as a condition for the receipt of federal capital or operating assistance, to have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area; and

WHEREAS, the parties to this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit systems, bicycle and pedestrian facilities, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, Title 23 USC §134 and 135, Title 49 USC §§5303-5305, as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21, Sections 1201 and 1202), and regulatory authority in Title 23 CFR 450 et al and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, provide for the creation of Metropolitan Planning Organizations to develop transportation plans and programs for urbanized areas; and

WHEREAS, pursuant to Titles 23 USC §134(d), 49 USC §5303, and 23 CFR §450.310(b), and Section 339.175(2), Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, a determination has been made by the Governor and units of general purpose local government representing at least 75 percent of the affected population (including the largest incorporated city, based on population as named by the Bureau of Census) in the urbanized area to designate a Metropolitan Planning Organization; and

WHEREAS, pursuant to this Interlocal Agreement, the parties wish to collectively participate in the metropolitan planning process as the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL urbanized area, herein after referred to as *the Transportation Planning Organization* or *the TPO*. Further, the parties approved by unanimous votes an apportionment plan and a boundary plan for presentation to the Governors on the 12th day of June 2013 and on the 11th day of December 2013, respectively; and

WHEREAS, pursuant to Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, the USC and CFR authorities cited above, the Governors of the States of Alabama and Florida, by letter dated on or about the 3rd day of April 2014, jointly approved the apportionment and boundary plan submitted by the TPO; and

WHEREAS, pursuant to Title 23 CFR §450.314(a), and Section 339.175, Florida Statute (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties,

an agreement must be entered into by FDOT, ALDOT, the TPO, and the governmental entities and public transportation operators, to identify the responsibility of each party for cooperatively carrying out a comprehensive transportation planning process; and

WHEREAS, this Interlocal Agreement is required to create the Transportation Planning Organization and delineate the provisions for operation of the TPO; and

WHEREAS, the undersigned FDOT and the local Florida parties have determined that this Interlocal Agreement is consistent with Section 339.175, Florida Statutes (F.S.) for parties in Florida, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for parties in Alabama; and

WHEREAS, the undersigned parties have determined that this Interlocal Agreement is consistent with all Federal and State (Florida, and Alabama) statutory requirements set forth in Section 163.01, Florida Statutes (F.S.), relating to Florida parties, and Alabama law relating to Alabama parties, for Interlocal Agreements; now

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals are incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Interlocal Agreement.

Section 1.02. Definitions. The following words when used in this Interlocal Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

Interlocal Agreement means and refers to this instrument, as may be amended from time to time.

ALDOT means and refers to the Alabama Department of Transportation, agency of the State of Alabama.

FDOT means and refers to the Florida Department of Transportation, an agency of the State of Florida, created pursuant to Section 20.23., F.S.

FHWA means and refers to the Federal Highway Administration.

FTA means and refers to the Federal Transit Administration.

Long Range Transportation Plan (LRTP) is the 20-year transportation planning horizon which includes transportation facilities; identifies a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plans (SIPs) of Florida and Alabama, all as required by Title 23 USC §134(c), Title 49 USC §5303, Title 23 CFR §450.322, and 40 CFR Parts 51 and 93 (Final Rules), and Section 339.175, Florida Statute (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Metropolitan Planning Area means and refers to the planning area determined by agreement between the TPO and the Governors of Florida and Alabama for the urbanized area containing at least a population of 50,000 as described in Title 23 USC §134(b)(1), Title 49 USC §5303, and all applicable regulatory provisions of 23 CFR 450 and Section 339.175 of Florida Statutes (F.S.), for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and including the existing urbanized area and the contiguous area expected to become urbanized within a 20-year forecast period, which shall be subject to the Transportation Planning Organization's planning authority.

MPO means and refers to the Metropolitan Planning Organization formed pursuant to this Interlocal Agreement as described in 23 USC §134(b)(2) and 49 USC §5303, and Section 339.175, Florida Statutes (F.S.) for Florida parties and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

TPO means and refers to the Transportation Planning Organization (TPO) formed pursuant to this Interlocal Agreement as the MPO for the Pensacola FL-AL Urbanized Area.

Transportation Improvement Program (TIP) is the staged multi-year program of transportation improvement projects developed by a Metropolitan Planning Organization consistent with the Long Range Transportation Plan, developed pursuant to 23 USC §134(j), 49 USC §5303, and 23 CFR §450.324, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

Unified Planning Work Program (UPWP) is the biennial program developed in cooperation with the Department and public transportation providers, that identifies the planning priorities and activities to be carried out within a metropolitan planning area to be undertaken during a 2-year period, together with a complete description thereof and an estimated budget, all as required by 23 CFR §450.308, and Section 339.175, Florida Statutes (F.S.) for Florida parties, and Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Interlocal Agreement is to establish the TPO and recognize the boundary and apportionment approved by the Governors of Florida and Alabama. This Interlocal Agreement shall serve:

- (a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan planning area and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;
- (b) To develop transportation plans and programs, in cooperation with FDOT and ALDOT, which plans and programs provide for the development of transportation facilities that will function as a multi-modal and intermodal transportation system for the metropolitan planning area;
- (c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this affected metropolitan planning area in cooperation with both FDOT and ALDOT;

- (d) To assure eligibility for the receipt of federal capital and operating assistance pursuant to Title 23 USC §134 and 135, Title 49 USC §§5303, 5304, 5305, 5307, 5309, 5310, 5311, 5314, 5326, 5337 and 5339, 5340;
- (e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by federal, state and local laws.

Section 2.02. Major TPO Responsibilities. The TPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are parties to this Interlocal Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The LRTP;
- (b) The TIP;
- (c) The UPWP;
- (d) Incorporating performance goals, measures, and targets into the process of identifying and selecting needed transportation improvements and projects;
- (e) A congestion management process for the metropolitan area and coordinated development of all other transportation management systems required by state or federal law;
- (f) Assisting FDOT and ALDOT in mapping transportation planning boundaries required by state or federal law;
- (g) Supporting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (h) Performing such other tasks required by state or federal law.

Section 2.03. Coordination with FDOT and ALDOT and Consistency with Comprehensive Plans. Title 23 USC 135 and Section 339.175 Florida Statute (F.S.), require that FDOT and ALDOT develop statewide transportation plans, which consider, to the maximum extent feasible, strategic regional policy plans, TPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statute (F.S.) for Florida parties, Sections 23-1-1, 23-1-21.2(2) and 23-1-21.3, Code of Alabama 1975 for Alabama parties, and Title 23 USC 134, specify the authority and responsibility of the TPO and both DOTs, to manage a continuing, cooperative, and comprehensive transportation (3 C) planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by US Code and Codes of Federal Regulations cited herein, the parties to this Interlocal Agreement acknowledge that decisions made by the TPO will be coordinated with the Florida and Alabama DOTs. All parties to this Interlocal Agreement acknowledge that actions taken pursuant to this Interlocal Agreement will be consistent with local government comprehensive plans.

ARTICLE 3 TPO ORGANIZATION AND CREATION

Section 3.01. Establishment of TPO. The TPO for the metropolitan planning area as described in the membership apportionment plan approved by the Governors of Florida and Alabama is hereby created

and established pursuant to this Interlocal Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this Metropolitan Planning Organization shall be Florida-Alabama Transportation Planning Organization.

Section 3.02. TPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Interlocal Agreement, the TPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of TPO. The governing board established pursuant to Section 4.01 of this Interlocal Agreement shall act as the policy-making body for the TPO, and will be responsible for coordinating the cooperative decision-making process of the TPO's actions, and will take required actions as the TPO.

Section 3.04. Data, reports, records, and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes (F.S.), in the case of parties within Florida, and the Alabama Open Records Act, Alabama Code §36-12-40 (1975), in the case of parties within Alabama, the parties shall provide to each other such data, reports, records, contracts, and other documents in its possession relating to the TPO as is requested. Charges are to be in accordance with Chapter 119, F.S. for parties within Florida, and Alabama Code §36-12-40 (1975) for parties within Alabama.

Section 3.05. Rights of review. All parties to this Interlocal Agreement and the affected federal funding agencies (e.g., FHWA, FTA, and FAA) shall have the rights of technical review and comment on TPO's projects.

ARTICLE 4 COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

- (a) The membership of the TPO shall consist of twenty (20) voting members and two (2) non-voting advisors. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

Voting Members –Twenty (20) apportioned as follows:

- 5 members Escambia County Commission,
- 5 members Santa Rosa County Commission,
- 1 member Baldwin County Alabama County Commission whose Commission District, or portion thereof, is within the Florida-Alabama TPO Metropolitan Planning Area (MPA) Boundary,
- 5 members City of Pensacola City Council,
- 1 member City of Gulf Breeze City Council,
- 1 member City of Milton City Council,
- 1 member City of Orange Beach City Council,
- 1 member Escambia County Area Transit.

Non-Voting Advisors – The Florida Department of Transportation District Secretary and the Alabama Department of Transportation Southwest Region Engineer. The TPO may appoint other non-voting advisors as deemed necessary.

- (b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the TPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.
- (c) The voting membership of an MPO shall consist of not fewer than 5 or more than 25 apportioned members, the exact number to be determined on an equitable geographic-population ratio basis by the Governors of Florida and Alabama, based on an agreement among the affected units of general-purpose local government as required by federal rules and regulations.
- (d) In the event that a governmental entity that is a member of the TPO fails to fill an assigned appointment to the TPO within sixty days after notification by the Governor of its duty to appoint a representative, the appointment shall then be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the TPO shall be four years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The TPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in US Code and Codes of Federal Regulations and applicable portions of Florida and Alabama law.

Section 5.02. Specific authority and powers. The TPO shall have the following powers and authority:

- (a) The TPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;
- (b) The TPO may enter into contracts for the performance of service functions of public agencies;
- (c) The TPO may acquire, own, operate, maintain, sell, or lease real and personal property;
- (d) The TPO may accept funds, grants, assistance, gifts or bequests from local, state, and federal resources;
- (e) The TPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and
- (f) The TPO shall have such powers and authority as specifically provided by federal or state law.

Section 5.03. Duties and responsibilities. In addition to those duties and responsibilities set forth in Article 2, the TPO shall have the following duties and responsibilities:

- (a) The TPO shall create and appoint a technical advisory committee;
- (b) The TPO shall create and appoint a citizens' advisory committee;
- (c) The TPO membership shall be jointly and severally liable for liabilities, and the TPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;
- (d) The TPO shall establish an estimated budget which shall operate on a fiscal year basis consistent with any requirements of the UPWP;
- (e) The TPO, in cooperation with FDOT and ALDOT, shall carry out the metropolitan transportation planning process as required by Title 23 CFR Parts 420 and 450, and Title 49 CFR Part 613, Subpart A, and consistent with Chapter 339. 175, Florida Statutes (F.S.) for Florida parties, and other applicable state, federal, and local laws;
- (f) The TPO shall enter into agreements with FDOT and ALDOT, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;
- (g) Perform such other tasks presently or hereafter required by state or federal law;
- (h) Execute certifications and agreements necessary to comply with state or federal law; and
- (i) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. ALDOT and FDOT shall allocate to the TPO for performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds consistent with the approved planning funds formula.

Section 6.02. Inventory report. The TPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Interlocal Agreement. This shall be done in accordance with the requirements of Title 23 CFR Part 420, Subpart A, Title 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. ALDOT and FDOT and the TPO shall prepare and retain all records in accordance with federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and 49 CFR §18.42. FDOT and the TPO shall also comply with Chapter 119, F.S.

Section 6.04 Compliance with laws. All parties shall allow public access to all documents, papers, letters, and other material subject to the provisions of Chapter 119, Florida Statutes, in the case of FDOT and parties within Florida, and the Alabama Open Records Act, Ala. Code § 36-12-40 (1975), in the case

of ALDOT and parties within Alabama, made or received by the parties in conjunction with this Agreement.

- (a) Keep and maintain public records that ordinarily and necessarily would be required by FDOT, for parties within Florida, and ALDOT, for parties within Alabama, in order to perform the services being performed by the party.
- (b) Provide the public with access to the public records on the same terms and conditions that FDOT, in the case of parties within Florida, and ALDOT, in the case of parties within Alabama, would provide records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, for parties within Florida, and ALDOT policy for parties within Alabama.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to FDOT and ALDOT all public records in possession of the party upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to FDOT and ALDOT in a format that is compatible with the information technology systems of FDOT and ALDOT.
- (e)
 - (1) In the case of parties within Alabama, ensure that all accident and traffic data provided by ALDOT or any agency or political subdivision of the state of Alabama and used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of ALDOT. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of §23 U.S.C. 409. Upon execution of this Agreement, the parties agree that their agents, servants, officers, officials and employees in both their official and individual capacities that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of ALDOT. Furthermore, if the data should be released or published without the consent of ALDOT or should an attempt be made to use the data in an action for damages against the state of Alabama, ALDOT, its officials or employees, access to data shall terminate immediately. The state of Alabama and

ALDOT expressly reserve the right under §23 U.S.C. 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

- (2) Any such data described in section 6.04(e)(1) above shall not be provided to parties within Florida unless: (i) the data is consolidated or used in a format or form that is not subject to the restrictions of 23 U.S.C. § 409; and (ii) ALDOT gives its written permission for the provision of such data in such form or format to parties within Florida. The retention, use, disclosure and publication of any such data so provided to a party within Florida shall be in accordance with Chapter 119, Florida Statutes and 23 U.S.C. § 409.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Interlocal Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Interlocal Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Interlocal Agreement or any legal or administrative entity created or authorized by this Interlocal Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Interlocal Agreement. Amendments or modifications of this Interlocal Agreement may only be made by written agreement signed by all parties hereto with the same formalities as the original Interlocal Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the TPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

- (a) Duration. This Interlocal Agreement shall remain in effect until terminated by the parties to this Interlocal Agreement. The Interlocal Agreement shall be reviewed by the parties at least every five years, concurrent with the decennial census, and/or concurrent with a new Federal Reauthorization bill, and updated as necessary.
- (b) Withdrawal procedure. Any party, except the City of Pensacola (the United States Bureau of the Census designated largest incorporated city), may withdraw from this Interlocal Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Interlocal Agreement and the TPO, at least 90 days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:
 - (1) The withdrawing member and the TPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Interlocal Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a Florida party hereto is located and in the appropriate office for each Alabama party.
 - (2) The TPO shall contact The Office of the Governor in the states of Florida and Alabama, and the Governors, with the agreement of the remaining members of the TPO, shall determine whether any reapportionment of the membership is appropriate. The Governors and the TPO

shall review the previous TPO designation, applicable federal, state, and local law, and TPO rules for appropriate revision. In the event that another entity is to be afforded membership in the place of the member withdrawing from the TPO, the parties acknowledge that pursuant to Title 23 CFR §450.310(l)(2), adding membership to the TPO does not automatically require redesignation of the TPO. In the event that a party who is not a signatory to this Interlocal Agreement is afforded membership in the TPO, membership shall not become effective until this Interlocal Agreement is amended to reflect that the new member has joined the TPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Interlocal Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

- Florida-Alabama Transportation Planning Organization
Post Office Box 9759
Pensacola, FL 32513-9759
- Escambia Board of County Commissioners
Post Office Box 1591
Pensacola, FL 32597-1591
- Santa Rosa Board of County Commissioners
6495 Caroline Street Ste M
Milton, FL 32570
- Baldwin County Board of County Commission
312 Courthouse Square Suite 12
Bay Minette, AL 36507
- City of Pensacola
180 Government Center
Pensacola, FL 32501
- City of Milton
Post Office Box 909
Milton, FL 32572-0909
- City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562-0640
- Escambia County Area Transit
1515 West Fairfield Drive
Pensacola FL, 32501
- Florida Department of Transportation
Post Office Box 607
Chipley, FL 32428-9990
- Alabama Department of Transportation
Post Office Box 303050
Montgomery, AL 36130-3050

- City of Orange Beach
Post Office Box 458
Orange Beach, AL 36561

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

- (a) Drafters of the Interlocal Agreement ALDOT and FDOT and the members of the TPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Interlocal Agreement and in choice of wording. Consequently, no provision should be more strongly construed against any party as drafter of this Interlocal Agreement.
- (b) Severability. Invalidation of any one of the provisions of this Interlocal Agreement or any part, clause or word, or the application thereof in specific circumstances, by judgment, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.
- (c) Rules of construction. In interpreting this Interlocal Agreement, the following rules of construction shall apply unless the context indicates otherwise:
 - (1) The singular of any word or term includes the plural;
 - (2) The masculine gender includes the feminine gender; and
 - (3) The word “shall” is mandatory, and “may” is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Interlocal Agreement by any party hereto, each party shall bear its own costs and attorney’s fees in connection with such proceeding.

Section 7.07. Interlocal Agreement execution; Use of counterpart signature pages. This Interlocal Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

- (a) Effective date. This Interlocal Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.
- (b) Recordation. The Florida-Alabama TPO hereby agrees to pay for any costs of recordation or filing of this Interlocal Agreement in the Office of the Circuit Court for each county in which a

party is hereto located. The recorded or filed original, or any amendment, shall be returned to the TPO for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated TPO.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

ESCAMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)

CITY OF GULF BREEZE, FLORIDA

BY: _____

TITLE: _____

ATTEST: _____

TITLE: _____

(SEAL)



City of Gulf Breeze

Memorandum

To: Buz Eddy, City Manager

From: Nathan G. Ford, Assistant to City Manager

Date: October 15, 2015

Subject: 2015 Holiday Parade

On Saturday December 5th the City of Gulf Breeze, in partnership with the Gulf Breeze Chamber of Commerce would like to hold the Annual Holiday Parade. The proposed route of the parade is attached to this memorandum. The parade will be held on regular city streets beginning at 10:00 am. Participant line-up will begin at 8:00 am at the Gulf Breeze Elementary, Middle and High School bus loading zone. Use of the bus loading zone has been approved by all school principals.

The length of the parade is approximately 2 miles and will run primarily on Shoreline Drive.

RECOMMENDATION: That the City Council approve the application for the 2015 Holiday Parade.



2015 Gulf Breeze Holiday Parade Entry Form

Saturday, December 5, 2015, 10:00 AM

Parade Theme:

“Star Spangled Holidays”

2015 Holiday Parade Participant Regulations

- Line-up starts at 8 AM. All parade entrants should be in line no later than 9:30AM.
- Line-up is along the Bus Ramp behind GBHS, GBMS, and GBES. Enter the ramp from Gulf Breeze Parkway at the entrance between Gulf Breeze Elementary School PE field and Gulf Breeze Area Chamber.
- Judging will begin at 9:00AM. Ribbons will be given out prior to the parade, so they can be displayed on the winning entrants. 2015 Ribbons: “Best in Show”, “Best Holiday Spirit”, “Grand Marshall’s Choice” and the “Top-Hat Award” - a special award honoring the memory of beloved City of Gulf Breeze Mayor Lane Gilchrist.
- Parking is available at the GB Elementary, Middle, High School and GBHS football stadium parking lots. Please don’t park your cars in the GBHS back parking lot. This is the pre-parade staging area.
- Please adhere to instructions by the police, parade officials.
- **SAFETY!** Please be aware of children at all times during the parade. Keep a **CONSTANT** slow speed, avoid sudden stops & starts. Parade walkers should walk alongside floats and vehicles not in front, behind, or in-between a vehicle and a float.
- **SAFETY!** Please do not allow parade participants to get on or off a float/vehicle while it is moving. If you have small children participating, please provide handrails and have adult monitors along both sides of your float/vehicle.
- Be sure all drivers have a parade route map. Suggested speed no greater than 15 m.p.h.
- Portable toilets will be available at the GBHS parking lot.
- Please clean-up all animal waste along parade route as it occurs. This is a “must” for obvious reasons. ☺
- Holiday music only.
- Please do not have a Santa Claus on your float as the real Santa has cleared his schedule to ride on the GB fire truck at the end of the parade.
- Gently tossing candy & beads is okay but please don’t stop your vehicle to do so; please keep moving.

Parade Questions?

Call Nathan Ford at the City of Gulf Breeze
(850) 934-5153 or visit www.cityofgulfbreeze.com
Or the staff at Gulf Breeze Area Chamber:
(850) 932-7888 or visit www.gulfbreezechamber.com.





City of Gulf Breeze Police Department



Robert C. Randle
Chief of Police

Rick Hawthorne
Deputy Chief of Police

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

10/15/2015

Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name: City of Gulf Breeze
Address: P.O. Box 640
1070 Shoreline Drive - Gulf Breeze, FL 32562

2. PERSON REQUESTING PERMIT:

Name: Nathan G. Ford - Assistant to City Manager
Address: P.O. Box 640
1070 Shoreline Drive - Gulf Breeze, FL 32562
Phone: 934-5153

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

Name: (As Above)
Address: _____

Phone: _____

4. DATE, HOURS, AND LOCATION OF EVENT:

Gulf Breeze Holiday Parade 2015 - 10:00 AM Start
Participant Line-Up - 8:00 AM GBHS, ES, MS
Route will follow Shoreline Drive (see Route)



5. GENERAL DESCRIPTION OF ACTIVITIES: Annual Parade
Partnership w/ City and Chamber (See attached proposed parade map)

6. ESTIMATED ATTENDANCE: TBD

7. NUMBER AND TYPE OF VEHICLES, IF ANY: 30 - 40 Parade
Vehicles, Marchers, GBHS Band

8. IF A FUNDRAISING EVENT, INDICATE PROPOSED USE OF FUNDS:
NA

9. IF A CHARITABLE CONTRIBUTION IS TO BE DONATED FROM PROCEEDS OF THIS SPECIAL EVENT, PROVIDE THE FOLLOWING INFORMATION:

NAME OF CHARITY: NA

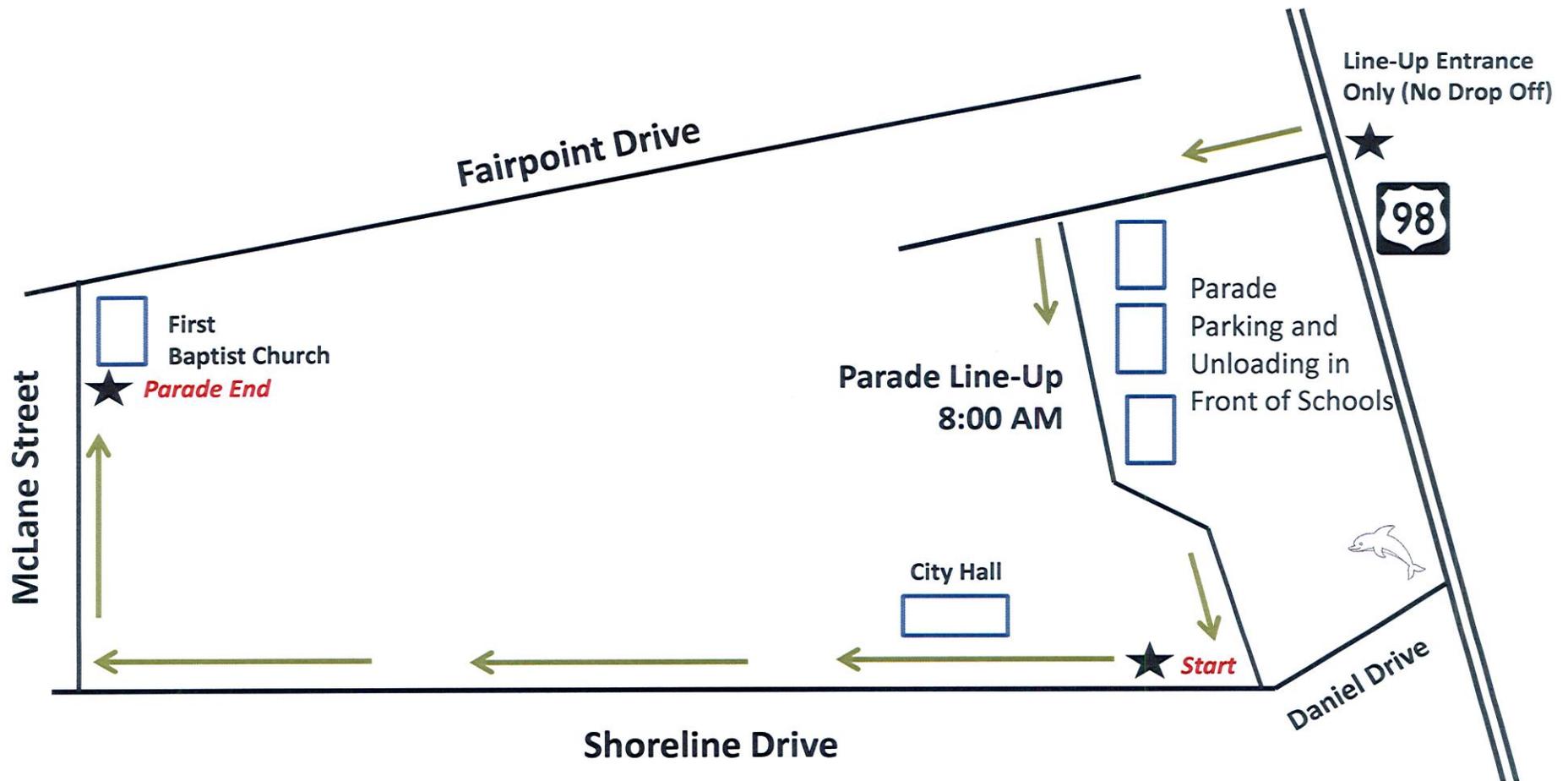
ESTIMATE OF DONATION AMOUNT: \$ _____

IF ANNUAL EVENT, LAST YEAR'S DONATION: \$ _____

Mark El 10/15/15
Applicant's Signature Date

Approved by: [Signature] 10-15-15
Gulf Breeze Police Department Date

Gulf Breeze City Manager Date



2015 Gulf Breeze Holiday Parade Route

Star Spangled Holidays



- Parade line-up begins at 8:00 AM
- For safety, official parade vehicles are only allowed in the line-up area
- Parking and unloading for parade participants is allowed in front of the schools





City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : October 22, 2015

Subject: **Double Bridge Run – Saturday, February 13, 2016**

As previously reported to the City Council, Pensacola Sports Association (PSA), the sponsor/organizer of the annual Double Bridge Run, would like to create more and safer space for participants by using the entire north bound side of the Bay Bridge for runners. The Florida Department of Transportation required PSA to secure approval of this plan from each affected local government. Escambia County and the City of Pensacola have approved the plan. Santa Rosa County has indicated their support of the plan is linked to approval of the plan by the City of Gulf Breeze.

It appears from the aerial photos PSA provided that participants will enter Bayfront Parkway at the eastern end of Bartram Park in Pensacola. Northbound traffic will share the southbound side of the road at that point. On the Gulf Breeze side, northbound traffic will cross to the southbound bridge panel near the Hampton Inn.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE RESOLUTION APPROVING PENSACOLA SPORTS ASSOCIATION'S PLAN FOR THE DOUBLE BRIDGE RUN.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager
From: Richard Hawthorne, Deputy Chief *RK*
Ref: Double Bridge Run Special Event Application
Date: August 17, 2015

The Pensacola Sports Association is in the process of submitting an application for their yearly Double Bridge Run. The event will once again be a two-race-run with the 15K beginning in Pensacola and coming across the Pensacola Bay Bridge and the 5K beginning at the High School Field house area.

The race will be held on February 13, 2016. The 15K will begin at 7am in Pensacola. The 5K will begin at 8am in Gulf Breeze. Approximately 4000 runners are expected to participate.

The Pensacola Sports Association would like to change the vehicle traffic on the bridge to make the run safer for the runners and give them the ability to grow the run in the future years. The Pensacola Sports Association would like to close the entire northbound lanes of the Pensacola Bay Bridge for the runners. The Sports Association would like to have the vehicles traveling northbound on the Pensacola Bay Bridge travel in the southbound lane of the Pensacola Bay Bridge. This means that there would be one lane of traffic southbound and one lane of traffic northbound on the Pensacola Bay Bridge for approx. 3 hours. The lanes will be coned off and an officer will be at each end of the bridge.

FDOT has requested approval from both the Cities (Gulf Breeze/ Pensacola) and Counties (Santa Rosa / Escambia) before they will study and or approve the plan.

RECOMMENDATION: That the City Council approve the Double Bridge Run.





Pensacola Sports Association
101 W. Main St.
Pensacola, FL 32502
(W)850-434-2800 (F)850-432-4237

Sports.....More than just a Game.

August 13, 2015
Mayor Dannheisser
City of Gulf Breeze

RE: 2016 Pensacola Double Bridge Run

Dear Mayor Dannheisser,

On February 13, 2016, the Pensacola Sports Association will again host the Pensacola Double Bridge Run. The nationally recognized race will start at the Vince Whibbs Community Maritime Park, wind through Historic Downtown Pensacola before heading south across the Pensacola Bay Bridge and on to Pensacola Beach.

The past few years, Pensacola Sports has significantly increased the events amenities to improve the participant's experience as well as increased the regional and national marketing efforts. Both efforts have been very successful as the race has sold out of available entrees the last two years and is now recognized as the 13th largest 15k in the country.

Of course, with this growth must come change. In an effort to continue the growth and to also maintain the positive experience and the utmost important issue, the safety of the participants, Pensacola Sports is working with the necessary government agencies to develop a plan to close the entire northbound lane of traffic on the 3-mile bridge for the event. We have met with the FDOT, the City of Pensacola Police Department, representative of the City of Pensacola Parks and Recreation Department and the City of Gulf Breeze Police.

One of the results of those meetings is the FDOT requires an official letter of support and/or resolution from the City of Gulf Breeze supporting the event and the proposed initiative.

This letter is to request your support and to provide the necessary documentation to be forwarded to the FDOT to allow us to move forward in the development of the actual detailed traffic plan for execution on race day.

Thank you in advance for your support and please let me know if I can answer any question or concerns you have.

Very Truly Yours,

A handwritten signature in blue ink, appearing to be 'Ray Palmer', is written above the printed name.

Ray Palmer
Executive Director

2016 Double Bridge Run Contra flow traffic proposal

Goals

1. Improve safety for runners and motorists
2. Ease potential traffic issues for motorists and run participants
3. Improve traffic flow for motorists

Plan

Create contra flow traffic on the southbound side of the three mile bridge and east/southbound side of Bayfront Parkway between Alcaniz St. eastbound onto the bridge.

Pensacola Police and Gulf Breeze Police are supporting and assisting in development, implementation of execution of the plan.

Northbound traffic will move onto the eastern most lane of the southbound bridge at the foot of the south side of the bridge as depicted in the attached photo. Traffic cones will be placed at this point spanning the entire bridge separating northbound traffic from southbound traffic. GPD will manage the intersection to ensure the smooth flow of northbound traffic onto the bridge.

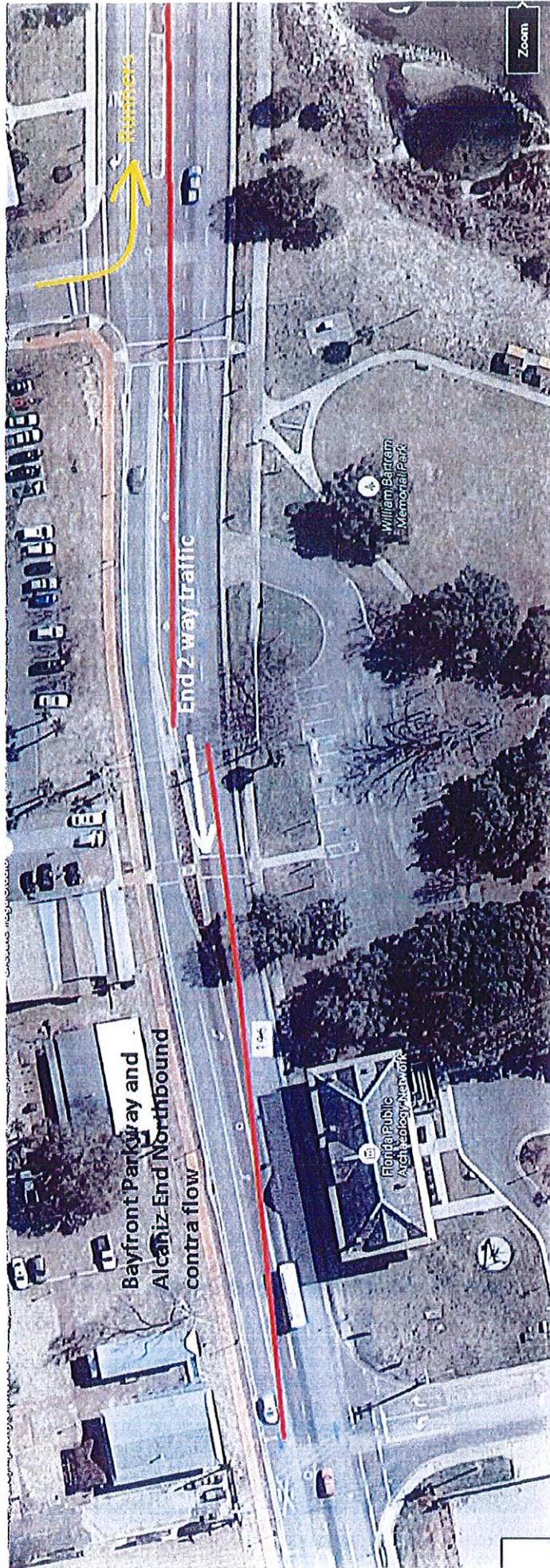
Traffic cone placement will continue onto Bayfront Parkway. PPD will control the intersection of 17th and Bayfront directing traffic flow as necessary to ensure smooth flow and participant safety. The flow of traffic will be smoother than in years past as 17th ave will not be a "choke" point. Northbound traffic will access Cervantes St and I-110 via 9th ave as controlled by PPD.

North/Westbound traffic will exit the contra flow west of Alcaniz St on Bayfront Parkway as depicted on the attached map.

All intersection along Bayfront Parkway including the start/finish of contra flow near Alcaniz St will be controlled by PPD.

Execution

Cones will be placed on Bayfront Parkway and the Three Mile Bridge as directed by event staff with assistance of PPD starting at 0530 the day of the event. The northbound bridge will be re-open for northbound traffic no later than 0845 and cones on Bayfront Parkway and southbound bridge will be picked up with PPD assistance as the northbound bridge is reopened.



Bayfront Parkway and Alcañiz End Northbound

Runners

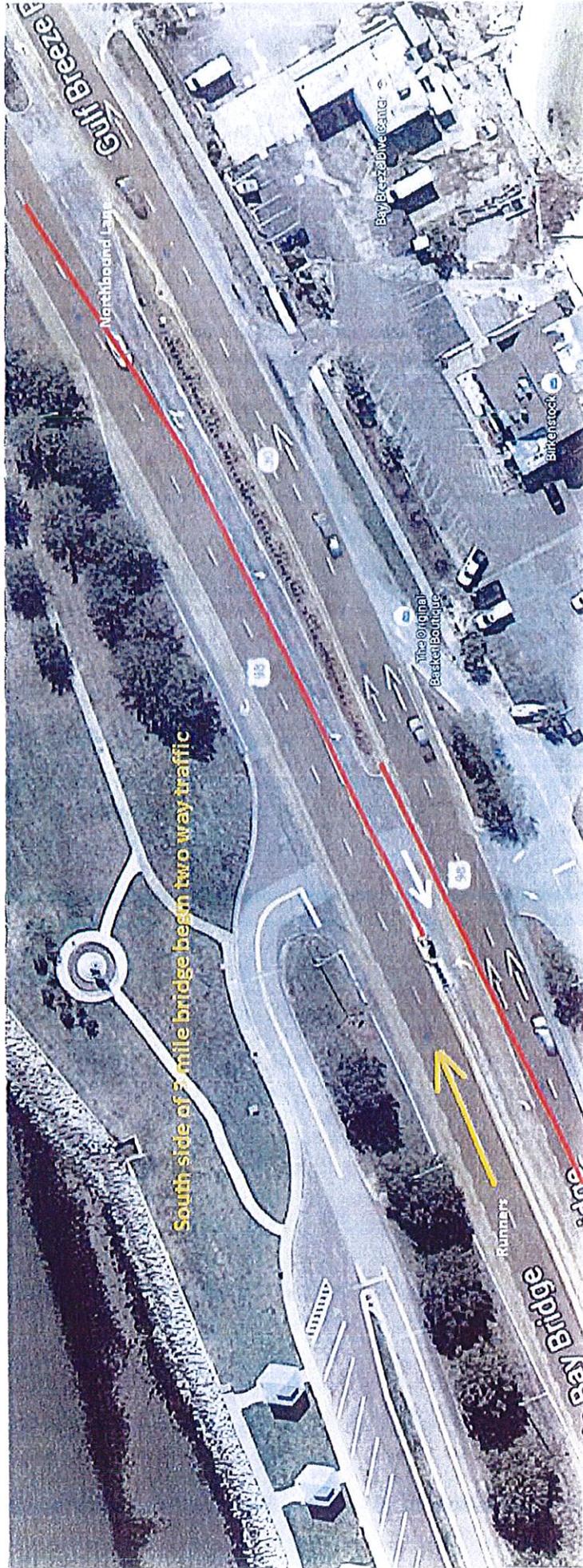
End 2 way traffic

contra flow

Florida Public Agency Network

William Barram Memorial Park

Zoom



South side of 7 mile bridge beam two way traffic

10/8/2015 CAR-I-11

RESOLUTION NUMBER R2015-135

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING THE 2016
PENSACOLA DOUBLE BRIDGE RUN; PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the Pensacola Sports Association will host the 2016 Pensacola Double Bridge Run on Saturday, February 13, 2016. The nationally recognized race will start at the Vince Whibbs Community Maritime Park, wind through Historic Downtown before heading south across the Pensacola Bay Bridge and on the Pensacola Beach; and

WHEREAS, Pensacola Sports Association has significantly increased the events amenities to improve the participant's experience as well as increased the regional and national marketing efforts. Both efforts have been very successful as the race has sold out of available entrees the last two years and is now recognized as the 13th largest 15k in the Country; and

WHEREAS, Pensacola Sports Association, is coordinating with the necessary government agencies to develop a plan to close the entire northbound lane of traffic on the 3-mile bridge for the event; and

WHEREAS, FDOT requires an official let of authorization and/or Resolution from Escambia County, Santa Rosa County, City of Pensacola, and the City of Gulf Breeze supporting the event and the proposed initiative.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Board hereby supports the 2016 Pensacola Double Bridge Run and necessary road closures.

SECTION 3. That this Resolution shall take effect upon adoption by the Board of County Commissioners.

ADOPTED this 8th day of October 2015.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

[Signature]
Steven Barry, Chairman

Date Executed

10/20/2015

WITNESSED: Pam Childers
Clerk of the Circuit Court



[Signature]
Deputy Clerk

Approved as to form and legal
sufficiency.

By/Title: [Signature]
Date: 9/23/15

Date: 10/20/2015 Verified By: [Signature]



OFFICE OF THE MAYOR

August 14, 2015

Florida Department of Transportation
605 Suwannee Street
Mail Station 36
Tallahassee, FL 32399

Dear Ladies and Gentlemen,

I am writing in support of closing both north-bound lanes of Three Mile Bridget for the Double Bridge Run in February 2016. Currently the run is at its capacity and the Pensacola Sports Association (PSA) would like to expand the capacity by 1,000 runners. They have held several planning meetings with the City of Pensacola Police Department, City of Gulf Breeze Police Department and the Florida Department of Transportation.

The run, which has been around for many years, is recognized nationally and locally as well. It is the thirteenth largest 15K in the country, and provides sports tourism dollars to our area. Running in this part of the country has experienced tremendous growth as a form of living the healthy lifestyle. We need to provide a safe place for them to run and we believe that closing the north-bound lanes of Three Mile Bridge will provide safety for the runners. The City of Pensacola supports closing the north-bound lane of Three Mile Bridge for the Double Bridge Run in February 2016.

Sincerely,

A handwritten signature in black ink, appearing to read "Ashton J. Hayward, III".

Ashton J. Hayward, III, Mayor
City of Pensacola

September 4, 2015

The Honorable Ashton J. Hayward, III, Mayor

City of Pensacola

222 West Main Street

Pensacola, Florida 32502

Subject: Double Bridge Run

Dear Mayor Hayward:

We received your letter, dated August 14, 2015, concerning the [Double Bridge Run](#) event scheduled February 13, 2016 requesting the closure of both northbound lanes of Three Mile Bridge. Thank you for the opportunity to provide assistance.

The information provided in your letter (copy attached) was reviewed by our staff. In an effort to provide assistance, members of our Milton Operations Permits Office met on August 12, 2015 with personnel from the Pensacola Sports Association, City of Gulf Breeze, City of Pensacola and Jehle-Halstead Engineering concerning the Double Bridge Run event planned for February 2016. Attendees were informed that resolutions supporting the event would be required from the City of Gulf Breeze, City of Pensacola, Escambia County and Santa Rosa County. In addition, [Mr. Glenn P. Halstead](#), P.E., (engineer for the event) was informed that a comprehensive Maintenance of Traffic (MOT) plan depicting the logistics associated with the 15K run would need to be submitted to the Department for review. Moreover, MOT details requested by Department personnel include showing a holistic and contiguous representation of the entire event route, which should reflect the locations of all proposed traffic control devices, anticipated times of road closure, and details of traffic patterns for runners on both ends of the bridge. In addition, the submitted MOT plan should also include aspects of proposed notifications/press releases to the traveling public in the vicinity of the event route, proposed locations of traffic control officers, as well as the stationing of any emergency response services planned to be on standby during the event. Currently, our Milton Operations Permits Office is awaiting a submittal from the event engineer, Mr. Glenn Halstead. Once the submittal is received, we will begin the review of this request.

We value the opportunity to coordinate with you on this event. The Florida Department of Transportation strives to continually make improvements in the safety and efficiency of the State Highway System through the permitting process. If you have any questions concerning this matter, please do not hesitate to contact my office.

Sincerely,

/s/ James T. Barfield

James T. Barfield, P.E.

District Secretary



City of Gulf Breeze

DATE: October 22, 2015
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
RE: Purchase of HVAC and Electrical Systems for New Office Space

The F/Y 2016 Natural Gas Budget Fund 402, provides funding of \$30,000 for building repairs and related activities. We recently began the process of enclosing one of the vehicle bays located adjacent to the Public Services Office behind City Hall.

This construction will provide additional office space for City Staff and reduce overcrowding in other areas such as Community Services. Most of the work is being done in-house with City Staff and inmate labor. Contractors will be utilized for specialty items such as HVAC and Electrical Systems.

Staff solicited quotes for the HVAC and Electrical Systems and obtained the following:

HVAC:

McNorton	\$6,990
Peaden	\$8,373
Quigley	\$9,700

Electrical:

McNorton	\$7,749
Peaden	\$9,268
Quigley	\$8,842

Please note that McNorton Mechanical provided the lowest cost of \$14,739 for both the HVAC and Electrical Systems and staff recommends approval.

Recommendation: City Council authorize McNorton Mechanical to furnish and install the HVAC and Electrical Systems for \$14,739.

McNorton Mechanical Contractors, Inc.
 1171 W. DETROIT BLVD.
 PENSACOLA, FL 32534
 850-478-5164
 FAX 850-476-1942

Proposal

Date	PROPOSAL #
10/5/2015	Q6705

Job Name:

City Of Gulf Breeze
 Attn: Allen Morton
 800 Shoreline Dr.
 GULF BREEZE, FL 32561-

Job: Daikin 24,000 BTU
 Mini Split Heat Pump System
 New Offices

(850)572-4725

Specifications And Estimates For:

Furnish and Install:

- (1) Daikin 24,000 BTU Heat Pump Condenser Multi Zone Model # 3MXS24NMVJU - 18 SEER Rated.
- (1) Daikin 18,000 BTU Wall Mount Air Handler Model # FTX18NMVJU
- (2) Daikin 9,000 BTU Wall Mount Air Handlers Model # FTX09NMVJU
- (3) Thermostat Remotes.
- Install (1) Each 9,000 BTU Air Handlers in Offices and (1) Each 18,000 BTU Air Handler in Meeting Room.
- Mount Outdoor Condensing Unit on Concrete Slab and Anchor.
- Condensate Line Piped at Ground Level.
- (3) Sets of Copper Freon Lines and Control Wiring.
- (1) Aluminum Wall Mounting Cover for Outdoor Copper Tubing.
- Start Up and Check Out.
- Mechanical Permit.

Does Not Include:

- Electrical Wiring to Indoor & Outdoor Units.

Total \$ 6,990.00

PROPOSAL GOOD FOR 45 DAYS

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all cost of collection, including attorney's fees.

R. Lynn McNorton, Pres.

Authorized Signature Acceptance Signature

Total

\$6,990.00

DATE _____

PROPOSAL



Air Conditioning • Plumbing • Electrical

618 W Baldwin Road • Panama City, FL 32405 • (850) 872-1004 • (850) 747-1652
 122 Industrial Blvd. • Pensacola, FL 32505 • (850) 696-2776
 CAC1813818/CFC1427496/EC13002463

Peaden LLC, an Ambient Air Corporation company

PROPOSAL SUBMITTED TO: City of Gulf Breeze	CUSTOMER #: Allan Morton	DATE: 10/20/2015
ADDRESS: 1070 Shoreline Dr.	JOB NAME: Addition	
CITY, STATE AND ZIP CODE Gulf Breeze FL 32561	JOB LOCATION: Same	
CELL PHONE #: HOME PHONE #:	LOCAL PHONE#:	EMAIL amorton@gulfbreezefl.gov

We propose the following work:

All parts and labor to install Daikin 2 ton mini split with 3--9000 BTU wall mount air handlers

All parts and labor to install electrical in addition

- * Install line set and drains for 3 mini split air handlers
- * Install 3--9000 BTU wall mount air handlers
- * Install condenser pad
- * Install 2 ton Daikin heat pump condenser
- * Charge and test system
- * ELECTRICAL CONNECTIONS TO BE PROVIDED BY OTHERS

TOTAL PARTS AND LABOR.....\$8373.00 INS. _____

- * Install electrical by plans provided
- * All wiring to be installed with flexible MC cable and metal boxes
- * Install 60 amp sub panel with breakers and main breaker in sub feed panel
- * Install all exit/emergency lighting needed
- * Install disconnect and wire line voltage for mini split system
- * Install 14-- 2X4 LED 2 bulb lay in fixtures
- * Test all upon completion

TOTAL PARTS AND LABOR.....\$9268.00 INS. _____

BOTH TRADES CARRY A 1 YEAR LABOR WARRANTY
 HVAC SYSTEM CARRIES A 1 YEAR PARTS AND 5 YEAR COMPRESSOR WARRANTY

Peaden Air Conditioning, Plumbing & Electrical proposes to furnish the above for the sum of:

TERMS: Payment due on substantial completion of the above described work. (Special terms noted above)

I have the authority to order the above described work. In the event this proposal is placed for collection, I agree to pay all cost of collection, including attorney's fees and interest as allowed under Florida Statute.

All work to be completed in a workmanlike manner according to standard practices. Warranty is one year from completion date.

Joey Corbin

Proposed by: _____

10/20/2015

Date

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal -- The above prices and scope of work are satisfactory and are accepted. Payment will be made in accordance with terms outlined above.

Accepted by (Customer) _____

Date



QUIGLEY COOLING, HEATING AND ELECTRIC COMPANY

3110 N. DAVIS STREET
 Phone 850-438-7561 Fax 850-434-5438
 angle@quigleyelectric.net

DATE: SEPTEMBER 18, 2015
 EXPIRATION DATE OCTOBER 18, 2015

TO CITY OF GULF BREEZE
 GAS DEPARTMENT REMODEL
 GULF BREEZE, FL 32561
 ATTN: ALLEN MORTON
 PHONE: 572-4725

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
BOBBY QUIGLEY	GAS DEPARTMENT REMODEL	60% Due on rough-in; balance due on completion	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	MODEL 3MXS24NMVJU DAIKIN MULTI-SPLIT MINI HEAT PUMP SYSTEM WITH 3 INDOOR UNITS.		59,700.00
	17.90 S.E.E.R.		
	NOTES:		
1.	FURNISH ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION.		
2.	ELECTRICAL TO EQUIPMENT BY OTHERS.		
3.	APPROPRIATE LOCAL PERMITS INCLUDED.		
	WARRANTIES:		
1.	ONE-YEAR WARRANTY ON COMPLETE INSTALLATION.		
2.	FIVE-YEAR FACTORY WARRANTY ON COMPRESSOR AND PARTS.		
	SUBTOTAL		
	SALES TAX		
	TOTAL		59,700.00

Quotation prepared by: *Bobby Quigley*

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL:

All makers, endorsers and persons now or hereafter becoming parties hereto, waive demand and protest and notice of demand, nonpayment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And all endorser and sureties agrees that this note may in whole or part be executed or renewed from time to time without notice to them and without release of their liability hereon. Title to equipment will remain with Quigley Cooling, Heating and Electric Company until all sums due have been paid.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



PROPOSAL

PEADEN

Air Conditioning • Plumbing • Electrical

618 W Baldwin Road • Panama City, FL 32405 • (850) 872-1004 • (850) 747-1652

122 Industrial Blvd. • Pensacola, FL 32505 • (850) 696-2776

CAC1813818/CFC1427496/EC13002463

Peaden LLC, an Ambient Air Corporation company

PROPOSAL SUBMITTED TO: City of Gulf Breeze	CUSTOMER #: Allan Morton	DATE: 10/20/2015
ADDRESS: 1070 Shoreline Dr.	JOB NAME: Addition	
CITY, STATE AND ZIP CODE Gulf Breeze FL 32561	JOB LOCATION: Same	
CELL PHONE #: HOME PHONE #:	LOCAL PHONE#:	EMAIL amorton@gulfbreezefl.gov

We propose the following work:

All parts and labor to install Daikin 2 ton mini split with 3--9000 BTU wall mount air handlers

All parts and labor to install electrical in addition

- * Install line set and drains for 3 mini split air handlers
- * Install 3--9000 BTU wall mount air handlers
- * Install condenser pad
- * Install 2 ton Daikin heat pump condenser
- * Charge and test system
- * ELECTRICAL CONNECTIONS TO BE PROVIDED BY OTHERS

TOTAL PARTS AND LABOR.....\$8373.00 INS. _____

- * Install electrical by plans provided
- * All wiring to be installed with flexible MC cable and metal boxes
- * Install 60 amp sub panel with breakers and main breaker in sub feed panel
- * Install all exit/emergency lighting needed
- * Install disconnect and wire line voltage for mini split system
- * Install 14-- 2X4 LED 2 bulb lay in fixtures
- * Test all upon completion

TOTAL PARTS AND LABOR.....\$9268.00 INS. _____

BOTH TRADES CARRY A 1 YEAR LABOR WARRANTY
HVAC SYSTEM CARRIES A 1 YEAR PARTS AND 5 YEAR COMPRESSOR WARRANTY

Peaden Air Conditioning, Plumbing & Electrical proposes to furnish the above for the sum of:

TERMS: Payment due on substantial completion of the above described work. (Special terms noted above)

I have the authority to order the above described work. In the event this proposal is placed for collection, I agree to pay all cost of collection, including attorney's fees and interest as allowed under Florida Statute.

All work to be completed in a workmanlike manner according to standard practices. Warranty is one year from completion date.

Joey Corbin _____ Date 10/20/2015

Proposed by: _____ Date _____

Note: This proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal -- The above prices and scope of work are satisfactory and are accepted. Payment will be made in accordance with terms outlined above.

Accepted by (Customer) _____ Date _____



QUIGLEY COOLING, HEATING AND ELECTRIC COMPANY

3110 N. DAVIS STREET
Phone 850-438-7561 Fax 850-434-5438
angle@quigleyelectric.net

DATE: SEPTEMBER 18, 2015
EXPIRATION DATE OCTOBER 18, 2015

TO CITY OF GULF BREEZE
GULF BREEZE, FL 32561
ATTN: ALLEN MORTON
PHONE: 572-4725

JOB: GAS DEPARTMENT REMODEL

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
EDWARD E. QUIGLEY III		50% DEPOSIT ON ACCEPTANCE; BALANCE ON COMPLETION	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
OPTION #1:			
1.	ONE (1) 36 WATT LED DUSK TO DAWN LIGHT.		
2.	TWELVE (12) 2X4 TWO BULB LAY IN LED TROFFERS.		\$3,101.60
NOTE: SHIPPING CHARGE MAY APPLY.			
OPTION #2:			
1.	ONE (1) 36 WATT LED DUSK TO DAWN LIGHT.		
2.	TWELVE (12) 2X4 TWO BULB T8 TYPE LAY IN TROFFER FIXTURES.		\$1,393.25
SUBTOTAL			
SALES TAX			
TOTAL			8,441.85

Quotation prepared by:

Edward E. Quigley III

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL:

All makers, endorsers and persons now or hereafter becoming parties hereto, waive demand and protest and notice of demand, nonpayment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And all endorser and sureties agrees that this note may in whole or part be executed or renewed from time to time without notice to them and without release of their liability hereon. Title to equipment will remain with Quigley Cooling, Heating and Electric Company until all sums due have been paid.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

18,114.85



QUIGLEY COOLING, HEATING AND ELECTRIC COMPANY

3110 N. DAVIS STREET
 Phone 850-438-7561 Fax 850-434-5438
 angle@quigleyelectric.net

DATE: SEPTEMBER 18, 2015

EXPIRATION DATE OCTOBER 18, 2015

TO CITY OF GULF BREEZE
 GAS DEPARTMENT REMODEL
 GULF BREEZE, FL 32561
 ATTN: ALLEN MORTON
 PHONE: 572-4725

JOB: GAS DEPARTMENT REMODEL

SALES PERSON	JOB	PAYMENT TERMS	DUPLICATE
EDWARD E. QUIGLEY III		60% ON ROUGH-IN; BALANCE DUE ON COMPLETION	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.	REMOVE EXISTING LIGHTING.		
2.	ADD TWO (2) SWITCHES FOR OFFICE LIGHTS.		
3.	ADD ONE (1) SET OF 3 WAYS FOR HALL LIGHTS.		
4.	ADD TWENTY SIX (26) 20 AMP DUPLEX RECEPTACLES.		
5.	ADD DEDICATED CIRCUIT FOR SPLIT HEAT PUMP SYSTEM.		
6.	RUN SUB-FEED AND SET NEW 60 AMP PANEL.		
7.	INSTALL AND HOOK UP LIGHTS IN DROP CEILING.		
8.	ADD POER FOR DUSK TO DAWN LIGHT AT REAR OF OFFICE DOOR.		
	MATERIAL, LABOR AND ELECTRICAL PERMIT:		\$3,920.00

SUBTOTAL	
SALES TAX	
TOTAL	\$3,920.00

Quotation prepared by:

This is a quotation on the goods named, subject to the conditions noted below: All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL:

All makers, endorsers and persons now or hereafter becoming parties hereto, waive demand and protest and notice of demand, nonpayment and protest. And they each severally agree to pay all costs of collecting or securing, or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. And all endorser and sureties agrees that this note may in whole or part be executed or renewed from time to time without notice to them and without release of their liability hereon. Title to equipment will remain with Quigley Cooling, Heating and Electric Company until all sums due have been paid.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: October 21, 2015

RE: Defective 6" water meter and Concrete Structure on 12" Water Supply Line through the Seashore

The City receives Fairpoint Regional Utility System (FRUS) water supply through a 6" meter and related valves in a concrete structure built in 1972. The device is located on the eastern end of the City limits near Gulf Breeze Pkwy and Bayshore Road. The meter and the altitude valve are no longer operable and we opened the meter bypass to allow better flow through the devices to supply the water plant.

In order to correct the deficiencies and provide better FRUS water supply to the Gulf Breeze Water Plant, we propose to remove the 6" meter and valve assembly and replace with 12" pipe.

Quotes were obtained to remove the structure, all 6" pipe and meter apparatus and install 40 feet of 12" PVC pipe allowing a continuous 12" main feed to the Gulf Breeze Water Plant. If a metering device is deemed necessary at a later date, one can be installed at the headworks of the water plant.

Warrington Utility & Excavating Inc. -----	\$7,950
Brown Construction of Northwest Fl. Inc. -----	\$8,706
Utility Service Co. -----	\$9,325

Warrington Utility & Excavating Inc. is the lowest cost and staff recommends they be awarded the project for \$7,950.

Recommendation: City Council authorize Warrington Utility & Excavating to remove the existing 6" meter and related structures, and install new 12" water main for \$7,950.00

Attached;
 Quoted prices
 Aerial Photo of intersection



8401 Untreiner Ave.
Pensacola, FL 32534

Telephone: 850-476-2280

Fax: 850-476-2283

Email: wuediggers@bellsouth.net

Underground Utility: CUC1224889

Fire Main: FPC11-000045

Bid Name: Hwy 98 Bypass Delete

7/13/2015

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ls		
2	12" tie in	2	ea		
3	Demo bypass vault	1	ls		
4	12" dr25	40	lf		
5	12" Hymax Coupling	2	ea		
	Grand Total				\$ 7,950.00

Please note price does not include the following:

- ** Any bond
- ** Any dewatering
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- ** Any trucking of contaminated water or fee's for pumping in sanitary sewer system

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- ** Price subject to change due to any unforeseen circumstance, any utilities encountered that need altering, and/or any material inflation cost



Since 1995
 Certified General &
 Underground Utility Contractors
 CGCO45510 CUC056748 AL44998



PROPOSAL SUBMITTED TO: Therran Gentry City of Gulf Breeze	PHONE 232-4370	FAX / EMAIL tgentry@gulfbreezefl.gov	DATE 7/16/2015
ARCHITECT/ENGINEER n/a		DATE OF PLANS n/a	QUOTE NUMBER 1

PROJECT: **Gulf Breeze Meter Pit Removal**

WE HEREBY SUBMIT THE SPECIFICATIONS AND ESTIMATES FOR:

1. Mobilization	1	LS	
2. Remove Existing Vault and Meter Piping	1	LS	
3. Install 12" C-900 and Hymax Couplings	40	LF	
4. ROW Restoration	1	LS	
Total...			\$8,706.71

Notes:

1. Items not specifically noted are excluded.
2. Removal and replacement of unsuitable material is excluded.
3. Dewatering is excluded.
4. Relocation of other existing utilities is excluded.
5. Work to be done during normal business hours during outage provided by the City of GB.
6. Additional restraints on piping to remain is excluded.
7. FDOT ROW Permit, if required, to be provided by City of GB.
8. Pressure testing is excluded.

We Propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

\$8,706.71

Payment to be made as follows:

DUE UPON COMPLETION

All Material is guaranteed to be as specified in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes and accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

Acceptance of Proposal-the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above: **Date:**

Authorized
Signature:

Gabe Jackson

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Signature: _____



June 26, 2015

City of Gulf Breeze, Florida
South Santa Rosa Utilities
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Therran Gentry
RE: US 98 6" Meter & Bypass Removal

QUOTATION

Item #	Description	Unit	Qty	Unit Price	Extension
1	Removal of existing meter, vault & bypass system, connect to existing 12" AC with Hymax couplings & 40LF of 12" C-900	LS	1	\$ 9,325.00	\$ 9,325.00
TOTAL					\$ 9,325.00

Notes:

* This quote does not include cost for utility relocation

Thank you for the opportunity.

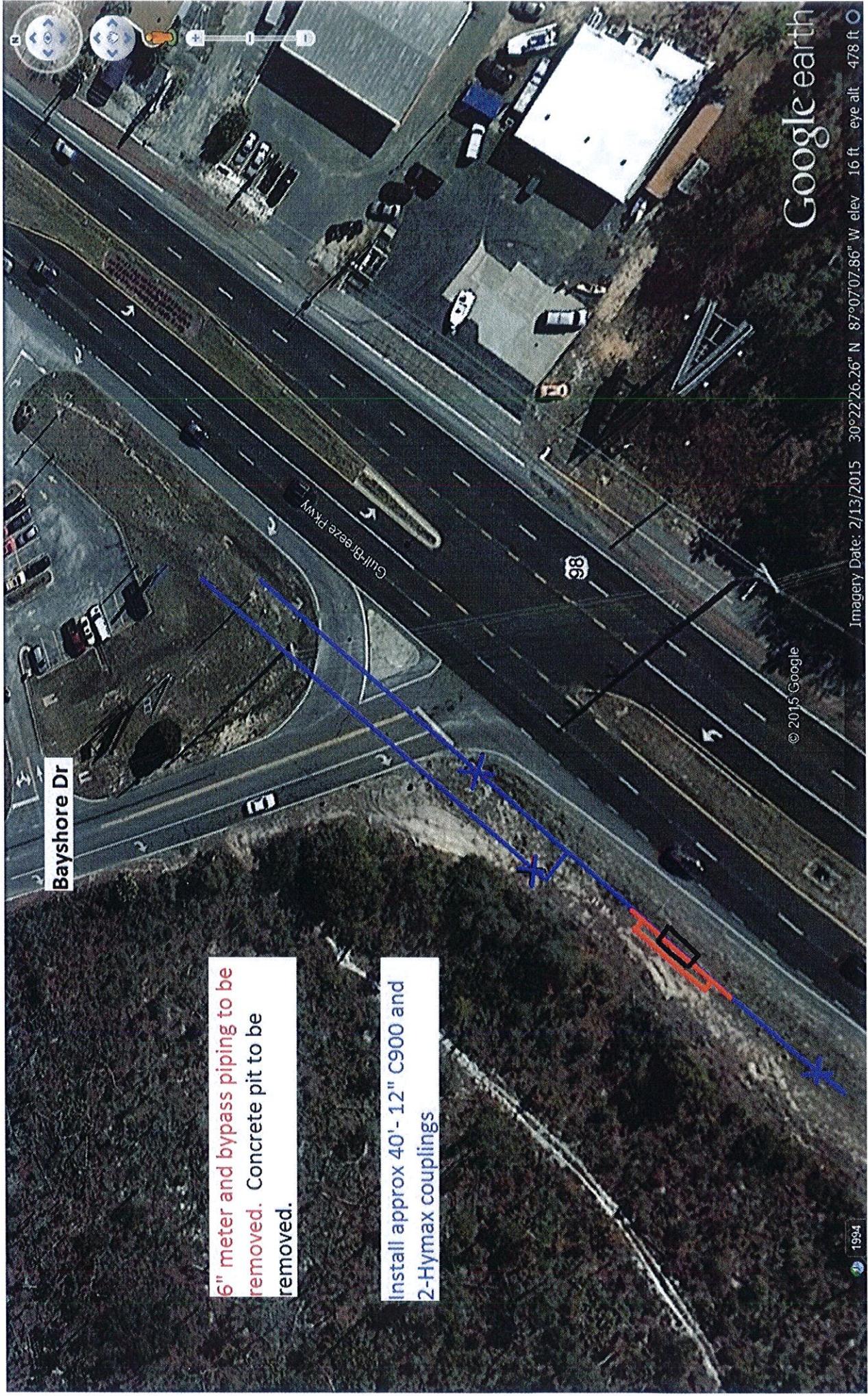
Daniel Eller, Project Manager/Estimator
Utility Service Co., Inc



Bayshore Dr

6" meter and bypass piping to be removed. Concrete pit to be removed.

Install approx 40' - 12" C900 and 2-Hymax couplings



Google earth

© 2015 Google

Imagery Date: 2/13/2015 30°22'26.26" N 87°07'07.86" W elev 16 ft eye alt 478 ft

1994

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 10/23/2015

Subject: Sale of 417 Fairpoint Drive

At the last City Council meeting, the Council rejected all responses to the RFQ regarding real estate service for the sale of 417 Fairpoint Drive. The discussion at that time considered the feasibility of selling the property through a sealed bid process. In response, staff has prepared the enclosed invitation for bid. You will note that the invitation for bid references the deed restrictions and appraisal for the property. It also specifies that the property should be redeveloped in accordance with applicable regulations and the deed restrictions within 24 months after closing.

As you know, Article V of Chapter 2 of the Code of Ordinances outlines how the City disposes of surplus property. Section 2-128 provides that after being declared surplus by the City Council, the City may dispose of real property in a manner determined by the City Council to be in the best interest of the City. Sealed bids are one of the methods articulated in Section 2-128 (d).

In order to proceed with the sealed bid process, I would suggest that the invitation for bid be presented to the City Council for their review, comment and approval. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council declare 417 Fairpoint Drive to be surplus property, determine that disposal of the property through a sealed bid process is in the best interest of the City and authorize staff to invite sealed bids for the purchase of the property.

Enclosure

City of Gulf Breeze, Florida



Invitation for Bid Surplus Real Property Sale

The City of Gulf Breeze, Florida (the City) is seeking an individual or other legal entity to purchase a City owned property to be redeveloped for residential purposes consistent with the City's Land Development Code and the private deed restrictions applicable to the subject real estate. The property is zoned R1-A Single Family Residential and has a common address of 417 Fairpoint Drive. The property is comprised of two separate lots containing a total of .688 acres.

The City Council declared the property to be surplus and directed that the property be sold by an invitation for bid process. The property will be sold subject to the deed restrictions applicable to the conveyance to the City. A copy of the deed is attached hereto as Exhibit A.

The Invitation for Bid is available at www.cityofgulfbreeze.us/request-for-proposals/ or by contacting Curt Carver, Deputy City Manager at ccarver@gulfbreezefl.gov. All sealed bids must be in writing and delivered by hand, Fed Ex, or mail to the Office of the City Clerk, City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, and must be received by 10:00 a.m., November 20, 2015. The sealed bids will be publicly opened at this time. Only bids received by the stated time and date will be considered. Bids received after the time set for opening will be rejected and returned to the submitter. Bidders are responsible for insuring that their bid is stamped by office personnel by the deadline indicated.

All bids shall be sealed and clearly labeled "**SURPLUS PROPERTY SEALED BID**" and addressed to: City of Gulf Breeze, Attn: City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. Proposals are to be typed and contain all required information. Submittals shall include one (1) original, four (4) copies of the bid documents. Questions concerning this request should be in writing and directed to:

Curt Carver
Deputy City Manager
City of Gulf Breeze
PO Box 640
Gulf Breeze, Florida 32562
ccarver@gulfbreezefl.gov

The City reserves the right: (1) to accept or reject any and/or all bids either in whole or in part; (2) to waive any and all technicalities and to waive any defect in a bid which does not materially alter it; and (3) to make such awards which best suit the needs of the City of Gulf Breeze.

GENERAL INFORMATION

1. Purpose and Intent.

The City of Gulf Breeze, Florida (the City) is seeking an individual or other legal entity to purchase a City owned property to be redeveloped for residential purposes consistent with the City's Land Development Code and the private deed restrictions applicable to the subject real estate. The property is zoned R1-A Single Family Residential and has a common address of 417 Fairpoint Drive. The property is comprised of two separate lots containing a total of .688 acres.

The City Council declared the property to be surplus and directed that the property be sold by an invitation for bid process. The property will be sold subject to the deed restrictions applicable to the conveyance to the City. These deed restrictions provide, in part, that a new residential structure may be built on the west lot no larger than the previous home on the property. The restrictions also provide that the adjacent lot shall be maintained in its present natural condition. A copy of the deed is attached hereto as Exhibit A. Bidders are encouraged to review this document carefully.

The City will award the sale of the property to the individual or entity determined the most qualified and financially sound in meeting the City's goals for the property. The City desires to return the property to the tax roll and to ensure that the property is redeveloped in accordance with the City's Code of Ordinances and the deed restrictions in place for the real estate.

The City will negotiate with the successful bidder on the terms and conditions of the purchase and sale agreement for the property; however, the bid amount and the requirements stated in this invitation for bid must be adhered to in the final version of the agreement.

2. Minimum Requirements.

The following requirements must be met or agreed to in order to be considered for award and to close the transaction. Failure to satisfy the following requirements and/or agree to the same will be cause for rejection of a bid and/or termination of the transaction. All decisions of the City are final.

A. The successful bidder must be in good standing with the City. "Good standing" as used in this invitation for bid means the bidder is not subject to and does not have any outstanding City code enforcement fines, special assessments, taxes, judgments, administrative costs or liens of any kind assessed or recorded against the bidder or property owned by the bidder.

B. The City will evaluate all bids based on the valuation from a recent appraisal of the property prepared by Fruitticher Lowery Appraisal Group of Pensacola, Florida. That appraisal determined the value of the property to be \$115,000. A copy of this appraisal is attached hereto as Exhibit B.

- C. The successful bidder shall be responsible for all costs associated with the purchase and renovation of the property, including but not limited to, closing costs, title insurance, survey, abstracting and permitting.
- D. The redevelopment of the property must be complete and code compliant within 24 months of the bidder's receipt of the property from the City via quit claim deed. The City Council may grant a time extension for the renovation in accordance with established procedures.
- E. The property is being sold "as is" and subject to any encumbrances of record.
- F. The property will be sold subject to the deed restrictions in place when the real estate was conveyed to the City. A copy of that deed is attached hereto as Exhibit A.
- G. Once acquired, the successful bidder shall not sell, assign, transfer, or otherwise dispose of the property without prior written approval of the City, which approval may be withheld in the City's sole discretion.
- H. All redevelopment of the property must be accomplished in accordance with proper approvals and permits and all applicable laws, ordinances and regulations.
- I. The successful bidder will be required to enter a purchase and sale agreement with the City which will include, but not be limited to, incorporation of all terms and conditions of this invitation to bid.

INSTRUCTIONS TO BIDDERS

1. Bid Submission.

- A. One (1) original and four (4) copies of each bid must be submitted in a sealed envelope, marked on the outside of the envelope "**SURPLUS PROPERTY SALE SEALED BID**" and addressed to: City of Gulf Breeze, Attn: City Clerk, 1070 Shoreline Drive, Gulf Breeze, Florida 32561. Proposals are to be typed and contain all required information.
- B. Time is of the essence and any bid received after the closing date and time indicated on the cover of this invitation to bid, whether by mail or otherwise, will not be opened and will not be considered. The time of receipt shall be determined by the time clock located in the Office of the City Clerk. Bidders are responsible for insuring that their bid is stamped by City personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.
- C. Bids submitted by telephone, telegram facsimile or email shall not be accepted.

D. Submission of a bid implies a full understanding of this invitation to bid. Any misunderstanding as to such terms by the bidder will not relieve the bidder from performance.

E. This invitation to bid consists of this document along with all attached documents and forms, all of which are incorporated herein by this reference.

2. The Bid Package.

Each bid submitted in response to this invitation to bid shall contain the following documents:

B1 Bid Package Cover Sheet

B2 Bid

B3 List of References

It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this invitation to bid. All bids must be submitted on the provided bid forms. Bids submitted on bidder's letterhead or quotation forms will not be accepted.

3. Bid Rejection.

In addition to the City's right to reject any and all bids and/or re-advertise the property for sale, bids may be rejected for noncompliance with the invitation for bid requirements after review by the City. All bids must be submitted on the provided bid forms and signed in ink by an officer authorized to bind the bidder where applicable.

4. Errors

Bids having erasures or corrections must be initialed in ink by the bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted. Bidders shall not be allowed to modify their bids after the bid opening time and date. By submitting a bid, each bidder represents that it has taken all necessary steps to ascertain the nature and location of the property and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the redevelopment of the property. Any failure by bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the redevelopment activity on the real estate.

5. Bid Amount.

All bid amounts shall remain valid for ninety (90) days after the date of bid closing.

6. Conflict of Interest and Code of Ordinances Requirements.

This invitation for bid is subject to the State of Florida Code of Ethics and the City of Gulf Breeze Code of Ordinances. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Bidders are highly encouraged to review both the Florida Code of Ethics in order to insure compliance with the same. Furthermore Article V of Chapter 2 of the City of Gulf Breeze Code of Ordinances outlines limitation for the disposal of surplus property. Bidders are also encouraged to review this section of the Code of Ordinances before bidding.

7. Public Entity Crimes.

In accordance with Florida Statutes Sec. 287.133(2)(a), "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/services to a public entity, may not submit a bid on a contract with a public entity for 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." By submitting a proposal in response to this RFQ, the persons and firms submitting the proposal shall be deemed read and understood the above-quoted provisions of Section 287.133(2) (a) and confirm that they are not precluded from submitting their proposal on the basis thereof.

8. Inquiries and Addenda.

Any and all inquiries regarding this invitation to bid must be directed in writing, by US mail, fax or email to:

Curt Carver
Deputy City Manager
City of Gulf Breeze
PO Box 640
Gulf Breeze, Florida 32562
ccarver@gulfbreezefl.gov

Any addenda or other modification to the bid documents will be issued by the City, prior to the date and time of bid closing, as a written addenda posted on the City's website and/or distributed to all prospective bidders who have obtained the bid package directly from the City. Such written addenda or modification shall be part of the bid documents and shall be binding upon each bidder. No bidder may rely upon any oral or verbal modification or interpretation in preparing its bid.

9. Acceptance, Rejection and Cancellation.

This invitation for bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this invitation for bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this invitation for bid shall be without any liability or obligation of the part of the City or its employees. The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements.

10. Contract.

The City and successful bidder will be contractually bound only if and when a written purchase and sale agreement between the parties is executed by the City. In the event the agreement is not executed with the successful bidder and City reserve the right to select the next "best value" bidder based on the bid tabulation and to contract with said bidder. The City may exercise said reserved right for up to a year after bid opening (subject to the agreement of the bidder).

11. Costs.

All costs incurred by any party in responding to this Invitation for Bid are the sole responsibility of the Bidder including any costs, fees or expenses associated with a protest.

12. Property of the City.

All materials submitted in response to this invitation for bid become the property of the City. The City has the right to use any or all ideas presented in any response to this invitation for bid, whether amended or not, and selection or rejection of a proposals does not affect this right. No variances to this provision shall be accepted.

13. Disclosure and Disclaimer.

The information contained herein is provided solely for the convenience of the Bidders. It is the responsibility of each Bidder to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this invitation to bid. Bidders should rely exclusively on their own investigations, interpretations and

analyses in connection with this matter. This invitation for bid is being provided by the City without any warranty or representation, express or implied, as to its content; accuracy or completeness and no Bidder or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any bid or proposal conforming to these requirements will be selected for consideration, negotiation or approval.

Any action taken by the City in response to bids or proposals made pursuant to this invitation for bid or in making any award or failure or refusal to make any award pursuant to such bids or proposals, or in any cancellation of award, or in any withdrawal or cancellation of this invitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. Any recipient of this invitation for bid who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this invitation for bid is at the sole risk and responsibility of the party submitting such proposal.

14. Compliance.

All bids or proposals received in accordance with this invitation for bid shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida.

B1
BID PACKAGE COVER SHEET

PROJECT TITLE: SURPLUS PROPERTY SALE SEALED BID

Bidder's Name: _____

Enclose the following documents:

_____ 1. Bid Package Cover Sheet (B1)

_____ 2. Bid (B2) Must be signed

_____ 5. List of References (B3)

Please clearly mark the outside of the envelope with "**SURPLUS PROPERTY SALE SEALED BID**" and the date and time for the bid closing.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original and four (4) copies of your bid package.

AVOID BID REJECTION: All bids must be submitted on the provided bid forms with each form completed and signed where requested. Signatures must be in ink and by a person authorized to bind the bidder.

B2
SURPLUS PROPERTY SALE SEALED BID

Proposal of:

(Bidder Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

By signing the foregoing, the Bidder agrees to comply with all requirements of the invitation for bid and all other things necessary for the successful redevelopment of the property.

The undersigned Bidder hereby further declares that:

1. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
2. The bidder has carefully examined the invitation for bid and all requirements and bidder has read all issued addenda.
3. The bidder has made a full examination of the property and is familiar with the site conditions that may impact its renovation.
4. Bidder furthermore agrees that, in case of failure on his/her part to execute a purchase and sale agreement and provide all required documents necessary to close the transaction within ten (10) business days of the City's request to close, the City's offer to close may be immediately withdrawn.
5. Bidder and all its affiliates, suppliers, subcontractor or consultants have not been placed on the public entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this bid.
6. By signing and submitting this bid, bidder represents that all bid forms are fully complete and accurate.
7. Bidder acknowledges that the bid may be rejected if all bid forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Name of Bidder:

Address: _____ ST _____ Zip _____

Phone: (____) _____

Email: _____

FEIN: _____ State of Incorporated: _____

Print Name: _____ Title: _____

SIGNATURE: _____ Date: _____

Failure to fully complete and sign this bid form may result in rejection of the bid.

B3
LIST OF REFERENCES

Please provide at least three (3) references as to the bidder's financial stability to purchase the property and complete the redevelopment project.

Name and Address _____

Telephone _____ Email: _____

Name and Address _____

Telephone _____ Email: _____

Name and Address _____

Telephone _____ Email: _____



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : October 23, 2015
Subject : Country Club Road Resurfacing

The entrance to Tiger Point via Country Club Road direct from U.S. Hwy 98 needs improvement. The paved surface of Country Club Road is thin. Potholes develop frequently from U.S. Hwy 98 to the Tiger Point parking lot. The right-of-way could be improved with landscaping and signage regarding the golf club. Finally, stormwater runoff from the now private Country Club Road, the driving range and businesses along the road flows to a small pond which needs maintenance.

A comprehensive program to address these issues is planned to include:

1. State of Florida Department of Transportation funding assistance with 75% of the costs paid through the Small County Outreach Program. (SCOP) This project would cover resurfacing from U.S. Hwy 98 to the Club parking lot and maintenance of the retention pond.
2. Santa Rosa County will be the grant applicant and will handle design and coordination.
3. The City will utilize staff and inmate labor to clean out the drainage pond. A low berm will be added at the northwest corner of the driving range to slow stormwater flow to the pond thereby better utilizing the percolative capacity of the driving range.

If the SCOP is approved by FDOT, Country Club Road will be resurfaced and would become a county road. The nuisance vegetation and sediment which have reduced the capacity of the drainage pond would be removed. (The pond is located on both private property and City property.) Stormwater will be managed better on the driving range.

Staff will endeavor to secure planting and signage easements to further benefit Tiger Point from the association of business owners along Country Club Road or from Santa Rosa County as the road becomes public.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE CITY'S PARTICIPATION IN THE SMALL COUNTY OUTREACH PROGRAM (SCOP) WITH FDOT AND SANTA ROSA COUNTY IN ORDER TO IMPROVE COUNTRY CLUB ROAD.

10/21/2015

GulfBreezeFL.gov Mail - Re: Country Club Road SCOP



Edwin Eddy <eaeddy@gulfbreezefl.gov>

Re: Country Club Road SCOP

1 message

Thomas Lambert <tlambert@gulfbreezefl.gov>
To: Edwin Eddy <eaeddy@gulfbreezefl.gov>
Cc: Curt Carver <ccarver@gulfbreezefl.gov>

Fri, Oct 16, 2015 at 2:15 PM

Before, it was 50% grant, but they qualify for a program with 75% grant now.
But, it was the same idea that the Council tabled for other reasons.

On Fri, Oct 16, 2015 at 1:59 PM, Edwin Eddy <eaeddy@gulfbreezefl.gov> wrote:
Is this the same grant we were looking at before? This seems like a good deal if I understand it right.

If we get an SCOP grant, the grant would cover resurfacing from the light at US 98 and Country Club Road to the beginning of our property in front of the club house. Our portion would be \$30,000 for improvements to the storm water system (pond). If SRC gets the grant and we spend \$30,000 75% or \$22,500 would be reimbursed to the City. Can we use inmate labor and count it as money spent toward the \$30,000?

On Wed, Oct 14, 2015 at 9:10 AM, Thomas Lambert <tlambert@gulfbreezefl.gov> wrote:
The City Council tabled the request the last time.
How would you like to proceed

----- Forwarded message -----

From: **Stephen Furman** <StephenF@santarosa.fl.gov>
Date: Wed, Oct 14, 2015 at 9:03 AM
Subject: Country Club Road SCOP
To: Thomas Lambert <tlambert@gulfbreezefl.gov>

Thomas, Santa Rosa County is continuing to pursue the FDOT Small County Outreach Program (SCOP) grant for improvements to Country Club Road. DOT has asked us for some additional information on the project; which reminded us that we are not aware of any formal commitments from the city with regard to the drainage work on the driving range and pond area. Per our conversations this past summer, you had provided us with an estimate of \$30,000 for drainage work along the driving range and within the existing pond. The SCOP grant is a 75% - 25% matching grant, therefore, if the city were to spend the full \$30,000, 75% would be reimbursable by DOT. If less than \$30K is spent, the reimbursement would be 75% of the actual amount spent. The county will be the applicant, so all of the billing would be



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: July 28, 2015
RE: Country Club Road Paving

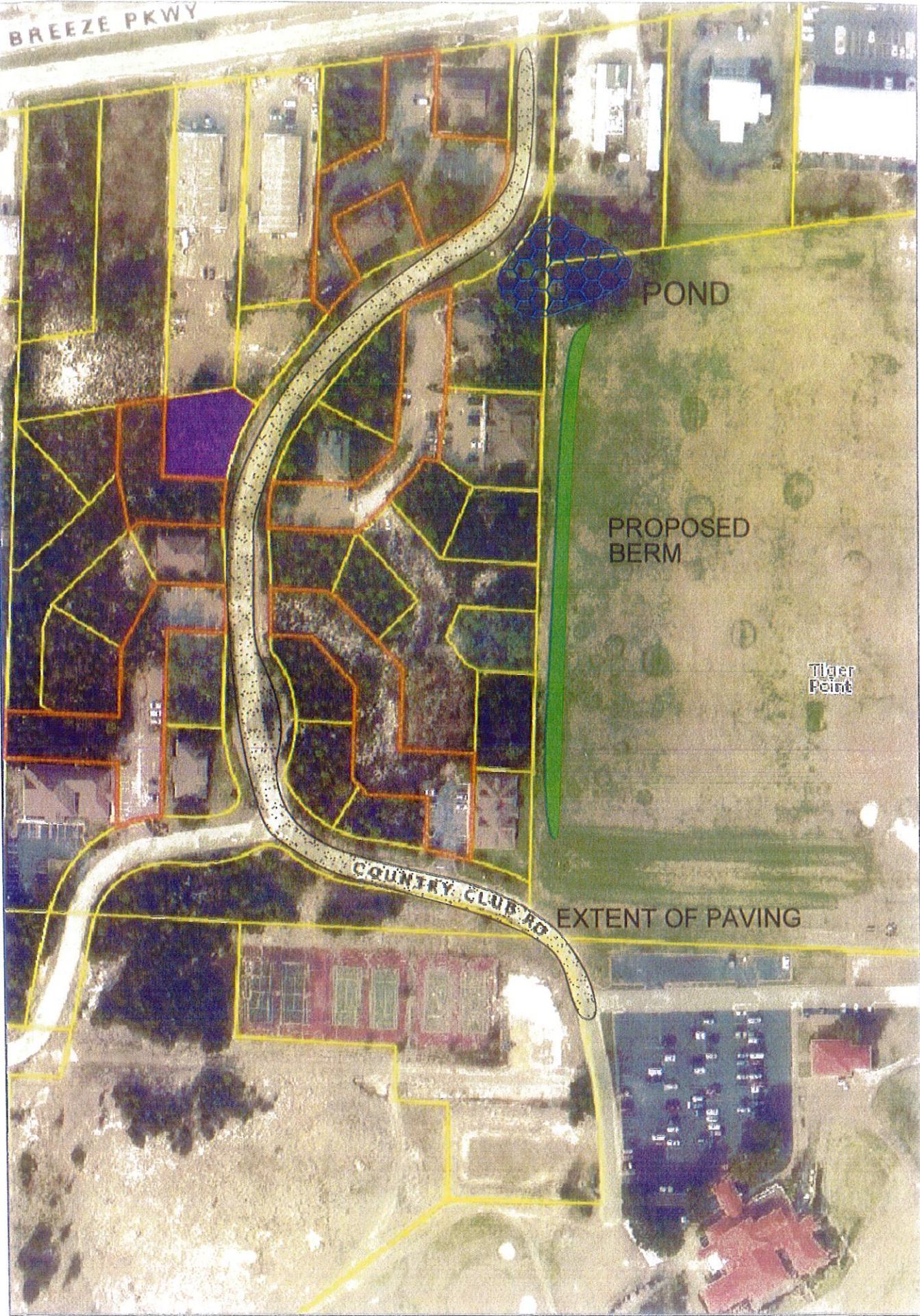
The entrance to the Tiger Point Golf Course is through Country Club Road, which is privately owned by the Tiger Point Office Park Owner's Association and the City of Gulf Breeze through its purchase of the golf course. The condition of the pavement has deteriorated such that pot holes develop weekly and the City and County receive complaints often. Santa Rosa County is considering taking ownership if the roadway can be repaved to meet their standards. To achieve that goal, the County plans to apply for the Florida Department of Transportation County Incentive Grant Program (CIGP) which would cover 50% of the costs of design and construction.

The County's engineers are concerned with the drainage problem and its effect on the pavement in the future. The one stormwater pond for the area located partially on golf course property takes runoff from the Business Park, the clubhouse parking lot and the driving range. The County has asked if the City will participate in the project by cleaning out and restoring the pond and constructing a berm to keep water from the driving range from entering the area.

The City would be eligible for 50% reimbursement of the time and materials expended on the project, whether with the use of its work force or contracted services. Staff estimates the effort to be less than \$30,000 for both activities. The project would include repaving the portion of Country Club Road that is on golf course property as shown in the attached sketch.

RECOMMENDATION: The City Council approve the concept of cleaning the pond and installing a berm along the driving range as a contribution to the restoration of Country Club Road for submission in a grant application to the Department of Transportation.

BREEZE PKWY



POND

PROPOSED
BERM

Tiger
Point

COUNTRY CLUB RD

EXTENT OF PAVING



City of Gulf Breeze

OFFICE OF INFORMATION TECHNOLOGY

October 20, 2015

To: Edwin Eddy, City Manager
From: Charles McCown, Manager of Information Technology
Re: Dell Server Replacements for Virtual Machines

INTRODUCTION

The City of Gulf Breeze currently utilizes Dell PowerEdge R410 servers (QTY 2) purchased March 29, 2011 (\$7044.82) for use with VMWare ESX/vSphere version 4.1. Reasons for upgrading include but are not limited to:

- The R410 servers are nearing end of warranty date (March 30, 2016) and are incompatible with the latest version of VMWare ESX/vSphere (6.0).
- ESX/vSphere version 5.1u3 is installed. This release will no longer be supported by VMWare beginning August 2016 meaning security updates for the environment will not be available post August 2016.
- Hard drive volumes sizes are limited to 2 TB (TeraBytes). Version 6 allows for 64 TB volumes.
- WebClient performance optimized in version 6.

These two physical servers currently host the following virtual servers and desktops:

- *Virtual server for Domain Name Services - Windows Server 2012 r2*
- *Virtual server for FireHouse - Windows Server 2012 r2 for incident recording*
- *Virtual server – Paging – for alerting fire department volunteers of incidents*
- *Virtual servers - QTY 2 - Retention of Tiger Point Gold Club data*
- *Virtual Windows 7 machines for remote access*
- *Virtual Windows Operating Systems (Various) for retention and reference*
- *Virtual Digital Sign Controller*

RECOMMENDED SOLUTION

The Dell PowerEdge R430 server is compatible with VMWare ESX/vSphere 6.0 and should provide approximately 5 years of service as did the current R410 servers. (Note: End of support for vSphere 6.0 is slated for March 2020.)

QUOTES: This table summarizes the quotes staff received from Dell preferred vendors. Please note that the price from Dell is on the Florida State Contract (WSCA). The recommended vendor is less than the state contract pricing.

	Vendor Quote Comparison			
	QTY	Dell	CDWG	SafariMicro
Dell PowerEdge R430 Server	2	\$6901.64	\$6900	\$6661.12

RECOMMENDATION: That the City Council approve the purchase of the QTY 2 Dell PowerEdge R430 servers from SafariMicro for Fiscal Year 2015/16 in the amount of \$6661.12 and on the General Ledger as 001-0200-564.64-20.

Attachments: Three quotes and Dell Invoice dated 3/29/2011

Number: 74-2616805
 Sales Rep: TODD SCHUMAKER
 For Sales: (800)981-3355
 Sales Fax: (800)433-9527
 Customer Service: (800)931-3355
 Technical Support: (800)981-3355
 Dell Online: http://www.dell.com

Customer Number: 004408105
 Purchase Order: 082815
 Order Number: 646229802
 Order Date: 03/24/11

Invoice Number: **XF8KW91J8**
 Invoice Date: 03/29/11
 Payment Terms: NET DUE 45 DAYS
 Due Date: 05/13/11
 Shipped Via: FEDEX GROUND
 Waybill Number: 157397122492422

SOLD TO:
 #BWNHKKPV
 #0044 0810 57#
 JAMES PELT
 ACCOUNTS PAYABLE
 CITY OF GULF BREEZE
 1070 SHORELINE DR
 1070 SHORELINE DR
 GULF BREEZE FL 32561-1470

RECEIVED
APR 05 2011
FINANCE OFFICE

SHIP TO:
 MR JAMES PELT
 CITY OF GULF BREEZE
 1070 SHORELINE DR
 GULF BREEZE, FL 32561-4702

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
2	2	224-8691	PowerEdge R410 Chassis w/up to 4 Cabled HDs, Quad-Pack LED Diagnostics	EA	3,522.41	7,044.82
2	2	330-4137	Shipping Material, PowerEdge R410	EA	-	-
2	2	317-7307	16GB Memory (4x4GB), 1333MHz Dual Ranked RDIMMs for 2 Procs, Advanced ECC	EA	-	-
2	2	317-4112	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	EA	-	-
2	2	317-1276	PowerEdge R410 Heat Sync for 2 Processors	EA	-	-
2	2	317-4124	Intel Xeon E5620 2.4Ghz, 12M Cache, Turbo, HT, 1066MHz Max Mem	EA	-	-
2	2	341-9200	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Cabled Hard Drive	EA	-	-
2	2	342-0767	SAS 6ir SAS internal RAID adapter, PCI-Express	EA	-	-
2	2	330-7658	SAS, PERC 6/IR Cable, R410	EA	-	-
2	2	420-6320	No Operating System	EA	-	-
2	2	430-3260	Broadcom 5709 Dual Port 1GbE NIC w/TOE iSCSI, PCIe-4	EA	-	-
2	2	313-7837	iDRAC6 Enterprise	EA	-	-
2	2	313-7834	Optical Cable R410	EA	-	-
2	2	313-9126	DVD ROM, SATA, INTERNAL	EA	-	-
2	2	313-7839	Bezel	EA	-	-
2	2	330-5280	Dell Management Console	EA	-	-
2	2	330-4148	Electronic System Documentation and OpenManage DVD Kit	EA	-	-
2	2	341-9200	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5in Cabled Hard Drive	EA	-	-
2	2	342-2703	RAID 1 for PERC/SAS 6ir, PERC H200/H700 Controllers	EA	-	-
2	2	330-4140	ReadyRails Sliding Rails with CableManagement Arm	EA	-	-
2	2	330-4141	Power Supply, Redundant, 500W	EA	-	-
2	2	310-8509	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet /	EA	-	-

PO# 082815
James Pelt
 Need Complete Acct #
 Need Vendor #
 Need PO #
 Need Receiver
 Return

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT WWW.DELL.COM/PUBLIC-ECARE TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$	0.00
Subtotal	\$	7,044.82
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	7,044.82



DETACH AT PERF AND RETURN WITH PAYMENT

MAKE CHECK PAYABLE/REMIT TO:

DELL MARKETING L.P.
 C/O DELL USA L.P.
 PO BOX 534118
 ATLANTA, GA 30353-4118

Invoice Number: XF8KW91J8
 Customer Name: CITY OF GULF BREEZE
 Customer Number: 004408105
 Purchase Order: 082815
 Order Number: 646229802



Ship. &/or Handling	\$	0.00
Subtotal	\$	7,044.82
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	7,044.82
	\$	
	\$	
	\$	
Balance Due	\$	7,044.82
Amt. Enclosed	\$	

SM



Safari Micro, Inc.
 2185 W. Pecos Rd
 Suite 9
 Chandler, Arizona 85224
 United States
<http://www.safarimicro.com>
 (P) 480-345-1860
 (F) 480-345-1861

Quote (Open)

Date
 Oct 14, 2015 04:08 PM EDT

Doc #
 292418 - rev 1 of 1

Description
 PowerEdge R430

SalesRep
 Lannon, John
 (P) 888-556-2189
 (F) 727-228-4502

Customer Contact
 McCown, Charles
 (P) (850) 934-4049
cmccown@gulfbreezefl.gov

Customer

City of Gulf Breeze (CO12005)
 McCown, Charles
 1070 Shoreline Drive
 Gulf Breeze , FL 32561
 United States
 (P) (850) 934-4049

Bill To

City of Gulf Breeze
 McCown, Charles
 1070 Shoreline Drive
 Gulf Breeze , FL 32561
 United States
 (P) (850) 934-4049

Ship To

City of Gulf Breeze
 McCown, Charles
 1070 Shoreline Drive
 Gulf Breeze , FL 32561
 United States
 (P) (850) 934-4049

Customer PO:

Terms:
 Undefined

Ship Via:
 FedEx Ground

Special Instructions:

Carrier Account #:

#	Image	Description	Part #	Tax	Qty	Unit Price	Total
1		PowerEdge R430	R430	Yes	2	\$3,330.56	\$6,661.12

- Note: 1x PowerEdge R430 Server (210-ADLO)
- 1x PowerEdge R430/R530 Motherboard (329-BCBR)
 - 1x Declined recommended ProSupport service - Call your Dell Sales Rep if Upgrade Needed (996-8029)
 - 1x Dell Hardware Limited Warranty Plus On Site Service (997-2924)
 - 1x Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair 5 Year (997-2928)
 - 1x Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)
 - 1x Declined Remote Consulting Service (973-2426)
 - 1x US Order (332-1286)
 - 1x On-Site Installation Declined (900-9997)
 - 1x PowerEdge R430 Shipping (340-AMJF)
 - 1x No PCIe Riser, PowerEdge R430 (330-BBED)
 - 1x On-Board LOM 1GBE (Dual Port for Towers, Quad Port for Racks) (542-BBCO)
 - 1x iDRAC8, Basic (385-BBIJ)
 - 1x 3.5" Chassis with up to 4 Cabled Hard Drives (321-BBNH)
 - 1x No Bezel (350-BBBW)
 - 1x Performance BIOS Settings (384-BBBL)
 - 1x No RAID for H330/H730/H730P (1-4 HDDs) with Cabled Chassis (780-BBQF)
 - 1x PERC H330 Integrated RAID Controller (405-AAEF)
 - 1x Intel Xeon E5-2603 v3 1.6GHz, 15M Cache, 6.40GT/s QPI, No Turbo, No HT, 6C/6T (85W) Max Mem 1600MHz (338-BGGB)
 - 1x Upgrade to Two Intel Xeon E5-2603 v3 1.6GHz, 15M Cache, 6.40GT/s QPI, No Turbo, No HT, 6C/6T (85W) (374-BBIN)
 - 12x 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width (370-ABUI)
 - 1x 2133MT/s RDIMMs (370-ABUF)
 - 1x Performance Optimized (370-AAIP)
 - 1x 1TB 7.2K RPM SATA 6Gbps 3.5in Cabled Hard Drive (400-AFXX)
 - 1x Electronic System Documentation and OpenManage DVD Kit for R430 (343-BBDT)
 - 1x DVD+/-RW SATA Internal for 4HD Chassis (429-AAOQ)
 - 1x ReadyRails Sliding Rails Without Cable Management Arm (770-BBBC)
 - 1x Dual, Hot-plug, Redundant Power Supply (1+1), 550W (450-AEGZ)
 - 2x NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)
 - 1x No Operating System (619-ABVR)
 - 1x No Media Required (421-5736)
 - 1x DIMM Blanks for System with 2 Processors (370-ABXP)
 - 1x Cooling Fan (370-ABXV)
 - 1x 135W Heatsink (374-BBIJ)
 - 1x 135W Heatsink (374-BBIJ)

UNLESS OTHERWISE STATED,

*Most Quotations are valid for 30 days, except for certain items such as Memory Products.

*Please check with your Sales Person for the expiration date of this Quotation.

*Please inspect your order for accuracy and hidden damage within 30 days of receipt.

*No Returns on Configure or Build to Order Apple, HP, Lenovo, and any CTO/BTO Products.

Subtotal:	\$6,661.12
Tax (0.000%):	\$0.00
Shipping:	\$0.00
Total:	\$6,661.12



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GNQM333	5130805	10/20/2015

BILL TO:
 CITY OF GULF BREEZE
 PO BOX 640

SHIP TO:
 CITY OF GULF BREEZE
 Attention To: CHARLES MCCOWN
 1070 SHORELINE DR

Accounts Payable
 GULF BREEZE , FL 32562-0640

GULF BREEZE , FL 32561
 Contact: CHARLES
 MCCOWN 850.934.4049

Customer Phone #

Customer P.O. # GNQM333 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JOSH KURIAN 877.874.9001		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	858012674134C5
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3874528	DELL POWEREDGE R430 2XE5-2630 48GB Mfg#: 717233968 Contract: MARKET	3,450.00	3,450.00
			SUBTOTAL	3,450.00
			FREIGHT	0.00
			TAX	0.00
				US Currency
TOTAL				3,450.00

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 312.705.7790

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

Charles McCown

From: Dell (please do not reply) on behalf of Dell Inc.
Sent: Wednesday, October 14, 2015 11:05 AM
To: cmccown@gulfbreezefl.gov
Subject: Dell Computer - Saved Quote Information - 1021637754842



You have saved an eQuote 1021637754842

An eQuote is now saved in your Dell Online Store.
This will be held for 90 days and will expire on 1/12/2016

Your eQuote has been forwarded to:
Emailed to: cmccown@gulfbreezefl.gov

To open this eQuote

Navigate to the [Premier Account](#) page.
Sign in to GULF BREEZE, FLORIDA
Select eQuote number 1021637754842 from your dashboard or by clicking
eQuotes link on your home page.

eQuote Name	VMware Upgrade	eQuote Description
Saved By	cmccown@gulfbreezefl.gov	Authorized Buyer
		Notes/Comments

Shipping Info

McCown Charles
Gulf Breeze City Hall
1070 Shoreline Dr
Gulf Breeze, FL 32561-4753
(850) 934-4049

Billing Info

eQuote Contents

Quantity	Description	Price
2	PowerEdge R430	\$10,284.00
	Premier Discount	-\$2,982.36

Additional Discount

-\$400.00

\$6,901.64

Module	Description	Product Code	Sku	ID
PowerEdge R430	PowerEdge R430 Server, No TPM	R430	[210-ADLO] [329-BCBR]	1
Chassis Configuration	3.5" Chassis with up to 4 Cabled Hard Drives	4HDCBH	[321-BBNH]	1530
Shipping	PowerEdge R430 Shipping	SHIP	[340-AMJF]	1500
Processor	Intel® Xeon® E5-2603 v3 1.6GHz,15M Cache,6.40GT/s QPI,No Turbo,No HT,6C/6T (85W) Max Mem 1600MHz	85163	[338-BGGB]	1550
Additional Processor	Upgrade to Two Intel Xeon E5-2603 v3 1.6GHz,15M Cache,6.40GT/s QPI,No Turbo,No HT,6C/6T (85W)	A85163	[374-BBIN]	1551
Processor Thermal Configuration	2 CPU Standard	2CPU	[370-ABXP] [370-ABXV] [374-BBIJ] [374-BBIJ]	1697
PCIe Riser	No Riser - (No add-on PCIe card allowed)	NOPCIE	[330-BBED]	1510
Memory DIMM Type and Speed	2133MT/s RDIMMs	R2133	[370-ABUF]	1561
Memory Configuration Type	Performance Optimized	PEOPT	[370-AAIP]	1562
Memory Capacity	(12) 4GB RDIMM, 2133MT/s, Single Rank, x8 Data Width	4G1R	[370-ABUI]	1560
RAID Configuration	No RAID for H330/H730/H730P (1-4 HDDs) with Cabled Chassis	NRHC	[780-BBQF]	1540
RAID Controller	PERC H330 RAID Controller	H330	[405-AAEF]	1541
Hard Drives	1TB 7.2K RPM SATA 6Gbps 3.5in Cabled Hard Drive	1TB6CB	[400-AFXX]	1570
Additional Network Cards	On-Board Broadcom 5720 Quad Port 1Gb LOM	OBNICQ	[542-BBCO]	1514

Embedded Systems Management	iDRAC8, Basic	I8BAS	[385-BBIJ]	1520
Internal Optical Drive	DVD+/-RW, SATA, Internal for 4 HD Chassis	DVDR12	[429-AAOQ]	1600
Bezel	No Bezel	NOBEZL	[350-BBBW]	1532
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm	RDYRL	[770-BBBC]	1610
Power Management BIOS Settings	Performance BIOS Setting	HPBIOS	[384-BBBL]	1533
Power Supply	Dual, Hot-plug, Redundant Power Supply (1+1), 550W	550R	[450-AEGZ]	1620
Power Cords	(2) NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	125V10	[450-AALV]	1621
System Documentation	Electronic System Documentation and OpenManage DVD Kit for R430	EDOCS	[343-BBDT]	1590
Operating System	No Operating System	NOOS	[619-ABVR]	1650
OS Media Kits	No Media Required	NOMED	[421-5736]	1652
Shipping Information	US No Canada Ship Charge	USNONE	[332-1286]	111
Hardware Support Services	5 Year Basic Hardware Warranty Repair, 5X10 HW-Only, 5x10 NBD On-site	U5OS	[996-8029] [997-2924] [997-2928]	29
Proactive Systems Management	Dell Proactive Systems Management - Declined	NOPSM	[909-0259]	30
Installation Services	No Installation	NOINSTL	[900-9997]	32
Remote Consulting Service	Declined Remote Consulting Service	NORCS	[973-2426]	35

eQuote Subtotal \$6,901.64
Shipping* \$0.00

Shipping Discount*	\$0.00
Tax*	\$439.06
Environmental Disposal Fee*	\$0.00

eQuote Total* \$7,340.70

*The eQuote total, including applicable taxes and additional fees, may be viewable online.

Let's connect.



Legal Disclaimer: Please note that Dell cannot be responsible for pricing or other errors and reserves the right to cancel any orders arising from such errors. The amount of tax and shipping added to your order depends on where you have asked for the product to be shipped as well as on which products and/or services you've chosen to purchase. Your order is subject to Dell's Terms and Conditions of Sale which include a binding arbitration provision.

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City of Gulf Breeze

DATE: October 14, 2015
TO: Shane Carmichael, Director of Community Services
FROM: Diane Gagnon, Senior Staff Assistant *dg*
RE: SURPLUS PHONES

Due to Verizon's once-a-year free upgrade program, we currently have a supply of phones that are functional but in moderate to poor condition. The City utilizes this program in order to take advantage of the one-year warranty on new phones.

The surplus consists of:

26 Droid Razr M
16 Droid Ultra
3 Samsung Galaxy S4
Undetermined number of used phone covers

It is my recommendation that the City declare these phones as "surplus" and hand them over to Sgt. Steph Neff. He in turn will trade them in to Paraben Corp. for credit on the annual subscription for the Police Department's forensic download system.



City of Gulf Breeze

DATE: October 22, 2015

TO: Buz Eddy, City Manager

FROM: Nathan Ford, Assistant to City Manager

RE: Addendum to Surplus Phone Recommendation

This memorandum offers a clarification on the surplus program offered to Police Departments who utilize software from Paraben Corporation. Paraben Corporation is an investigative technology company operated in the U.S. The Gulf Breeze Police Department utilizes Paraben software for computer related investigations, primarily cell phone, GPS, and tablet forensics. Paraben offers a surplus plan for Police Departments. In exchange for cell phones, Paraben offers a percentage of credit on surplus items. Paraben utilizes the surplus devices for training and development purposes. Since contracting with Paraben, the Gulf Breeze Police Department has only paid for the initial first year setup and subscription. Subsequent yearly subscriptions have been funded fully by this surplus program. This activity produces a cost savings at a minimum of \$2,400 per year.



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : October 22, 2015
Subject: Council Meeting Schedule

The upcoming holiday season presents an issue with regards to the Executive meeting in advance of the January 4, 2016, Regular Council meeting. The Executive meeting would normally be held on Wednesday, December 30, 2015. The Council may wish to cancel the December 30 Executive Session.

We have advised staff that the plan for the holiday season is as follows:

Thanksgiving – Thursday, November 26, and Friday, November 27 – City Hall is closed.

Christmas Eve – Thursday, December 24 – City Hall is closed after 12:00 noon.

Christmas Day – Friday, December 25 – City Hall is closed.

New Year's Eve – Thursday, December 31 – City Hall is closed after 12:00 noon.

New Year's Day – Friday, January 1 – City Hall is closed.

RECOMMENDATION:

THAT THE CITY COUNCIL CANCEL THE EXECUTIVE SESSION ON DECEMBER 30, 2015.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: October 22, 2015

Subject: Invoice Payment to Galloway/Johnson/Tompkins/Burr and Smith (GJTBS)

On September 15, 2014, the City Council approved the use of Galloway/Johnson Law Firm (GJTBS) for the Catawba Street Right-of-Way litigation.

We have received Invoice No. 319305 in the amount of \$2,725.50 for professional services through September 30, 2015 from GJTBS.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 319305 IN THE AMOUNT OF \$2,725.50 TO GJTBS.



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

701 Poydras Street, 40th Floor
New Orleans, LA 70139
Telephone: (504) 525-6802
Fax: (504) 525-2456
<http://www.gjtbs.com>
Federal Tax I.D. No.: 72-1089568

Edwin A. Eddy
City of Gulf Breeze Attorney
504 N. Baylen Street
Pensacola, FL 325013904

October 16, 2015
Client: FL8352
Matter: 000003
Invoice #: 319305
Resp Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through September 30, 2015

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
08/05/2015	BJZ	Receive and review plaintiffs notice of hearing on Motion for Summary Judgment.	0.10	\$195.00	\$19.50
08/24/2015	KME	Prepare case management deadline action plan regarding sending out discovery to opposing counsel and report to client.	0.60	\$95.00	\$57.00
09/02/2015	BJZ	Receive and review notice of appearance from K.Bell.	0.10	\$195.00	\$19.50
09/08/2015	BJZ	Evaluate potential conflict of interest in K.Bell appearing as counsel of record given involvement in underlying case.	0.60	\$195.00	\$117.00
09/17/2015	BJZ	Receive and review Plaintiff's Motion to show cause regarding violation of Pollak "Injunction".	0.70	\$195.00	\$136.50
09/23/2015	BJZ	Receive and review Plaintiff's notice of hearing on motion to show cause.	0.10	\$195.00	\$19.50
09/24/2015	MG	Analyze arguments to raise at hearing on Motion Summary Judgment by plaintiffs and extent to which those arguments should be raised in a reply brief or at the oral hearing.	0.40	\$250.00	\$100.00
09/24/2015	BJZ	Begin preparation for upcoming hearing on Partial Motion for Summary Judgment regarding identification of relevant case law, prior pleadings, and discovery conducted in case.	1.70	\$195.00	\$331.50
09/24/2015	BJZ	Evaluate potential legal issues related to Plaintiff's request for relief inconsistent with Summary Judgment pleading as procedural improper.	1.40	\$195.00	\$273.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
09/24/2015	JFT	Analyze all file material for pertinent documents for attorneys use in preparation for upcoming hearing on September 28, 2015 regarding Defendant, City of Gulf Breeze's Motion for Partial Summary Judgment and Plaintiff, Peters' Motion for Partial Summary Judgment as to the Effect of the Greer Quit Claim Deed, and Incorporated Memorandum of Law.	2.20	\$95.00	\$209.00
09/27/2015	BJZ	Identify additional case law to include in binder for judge to refer to at hearing on Partial Motion for Summary Judgment.	0.70	\$195.00	\$136.50
09/27/2015	BJZ	Review Plaintiff's counter Motion for Summary Judgment regarding preparation for rebuttal argument for same.	0.80	\$195.00	\$156.00
09/28/2015	BJZ	Prepare for hearing on Partial Motion for Summary Judgment as to Plaintiff's standing regarding ownership of Peters Extension and Catawba Extension (east).	1.90	\$195.00	\$370.50
09/28/2015	BJZ	Travel to Milton, FL for hearing on Partial Motion for Summary Judgement.	0.60	\$195.00	\$117.00
09/28/2015	BJZ	Attend hearing on Partial Motion for Summary Judgment.	1.40	\$195.00	\$273.00
09/28/2015	BJZ	Return travel from Milton, FL following hearing on Partial Motion Summary Judgment.	0.70	\$195.00	\$136.50
09/28/2015	BJZ	Telephone conference with M.Stebbins and M.Dannheisser regarding hearing on Partial Motion for Summary Judgment and case strategy going forward.	0.40	\$195.00	\$78.00
09/29/2015	BJZ	Begin preparation of proposed order on Partial Motion for Summary Judgment.	0.90	\$195.00	\$175.50
Total Professional Services			15.30		\$2,725.50

PERSON RECAP

Person	Hours	Rate	Amount
MG J. Michael Grimley	0.40	\$250.00	\$100.00
BJZ Benjamin J. Zimmern	12.10	\$195.00	\$2,359.50
KME Kimberly M. Melzer	0.60	\$95.00	\$57.00
JFT Jamie F. Thurman	2.20	\$95.00	\$209.00

October 16, 2015
Client: FL8352
Matter: 000003
Invoice #: 319305
Resp Atty: BJZ
Page: 3

Total Services	\$2,725.50	
Total Current Charges		\$2,725.50



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

701 Poydras Street, 40th Floor
New Orleans, LA 70139
Telephone: (504) 525-6802
Fax: (504) 525-2456
<http://www.gitbs.com>
Federal Tax I.D. No.: 72-1089568

Edwin A. Eddy
City of Gulf Breeze Attorney
504 N. Baylen Street
Pensacola, FL 325013904

October 16, 2015
Client: FL8352
Matter: 000003
Invoice #: 319305
Resp. Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through September 30, 2015

Total Services	\$2,725.50
Total Current Charges	\$2,725.50



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

Texas ■ Louisiana ■ Missouri ■ Mississippi ■ Alabama ■ Florida ■ Georgia

BENJAMIN J. ZIMMERN
Licensed in Florida and Alabama
bjzimmer@gallowayjohnson.com

118 E. Garden Street
Pensacola, Florida 32502
Tel: 850-436-7000
Fax: 850-436-7099
www.gjtbs.com

October 21, 2015

**THIS DOCUMENT CONTAINS PRIVILEGED INFORMATION AND WAS PREPARED EXCLUSIVELY FOR
CIVIL LITIGATION**

Edwin A. Eddy
City Manager – City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561
eaeddy@gulfbreezefl.gov

Re: Reese/Peters v. City of Gulf Breeze

Buz:

I wanted to provide a brief overview of the history of this dispute as well as an update on the litigation. The fundamental underlying subject of the lawsuit is whether the public can continue to use the area at the end of the Catawba right of way to access the water. The Catawba right of way is 50 feet wide and stops approximately 15 feet from the water's edge. The Peters and John Reese own the lots adjacent to the Catawba right of way. The disputed property has gone by several names: The Plaintiffs refer to it as the “Quiet Title Parcel” and the City has referred to it as the “Catawba Extension.” Regardless of the name it is that last 15 feet from the end of Catawba right of way to the water in dispute. Photographs of the area have been incorporated at the end of this document for your review.

History of the Subdivision

In December 1950, the plat of Casablanca Parcel No. 2 subdivision (the “Subdivision”) was dedicated and included a public park called “Sand Beach Park.” There were no “waterfront” lots as Sand Beach Park existed between the platted lots and the mean high water mark of Santa Rosa Sound. On the plat there is a dedication that the streets and the parks were dedicated to the public. Dedicated property is not owned by the City, rather the City has the absolute and complete right to use the property that is subject to the dedication. The actual ownership of the

area is maintained by the adjacent property owner. Unfortunately, the dedication was never accepted by the County.

In September 1951, an Amended Plat was dedicated. The Amended Plat created Eufala Street which bisected Lots 13-21; the Northern Lots were renumbered 13-B through 21-B and the Southern Lots were renumbered 13-A through 21-A. The Amended Plat also created Catawba Street between Lots 14 and 15 which terminated at the boundary of Sand Beach Park, it does not extend all the way to the water. The Amended Plat and its dedication of streets and parks was accepted by the County. As a result the City was granted a right of way over Catawba Street as drawn on the Amended Plat. Although Catawba Street is a paved road between Fairpoint and Eufaula Street, south of Eufaula Street it remains unpaved. As shown in the photographs wooden barricades and several signs have been posted by the City over the years at the intersection.

In September 1962, the developer of the Subdivision recorded a Quit Claim Deed which transferred Sand Beach Park to the upland property owners in the subdivision. This Quit Claim effectively dissolved Sand Beach Park and gave the property to the upland owners. There was some dispute over the next 18 years as the impact of that deed. The City's position was that Sand Beach Park had been dedicated prior to the deed and that the public had been using the park area. In 1979, several property owners from the Subdivision filed suit against the City trying to establish their ownership in the Park. The Santa Rosa Court ultimately ruled in the landowner's favor and the City unsuccessfully appealed the decision. The decision does not expressly address the impact of the Deed on the Catawba right of way. After that decision the City has maintained that the public has no right to access the Park, except for the area immediately below Catawba Street.

Litigation

The Peters purchased their property in 1983 and Mr. Reese purchased his in 1976. In 2013, after decades of public use of the Catawba Right of Way and the Catawba Extension the Peters and Mr. Reese filed suit against the City. The City has also filed a counterclaim. There are several legal causes of action asserted, but the issues can be distilled into two main theories: 1) ownership of the Catawba Extension and 2) the existence of an easement over the Catawba Extension in favor of the public.

On the first issue, the City's position was that the Catawba Extension was still owned by the same individuals who owned the Peters and Reese's Lots at the time of the 1962 Quit Claim Deed. The foundation for this argument was that the deeds issued after 1962 did not expressly transfer the Catawba Extension to the Peters or Mr. Reese. In 2013, the City purchased the eastern half of the Catawba Extension from the daughter of the Pattersons who owned the Peters Lot in 1962. The ownership issue was decided by the Court earlier this month in favor of the

Plaintiffs. The Plaintiffs' argument was that without an express intent to exclude the Extension the entire property was transferred. That decision can be appealed.

The second issue is the existence of a prescriptive easement over the Catawba Extension. Similar to adverse possession, a prescriptive easement can be established by continually using the property for 20 years without the owners consent. If established, the judge would give the City the minimum amount of property necessary to accomplish the prescriptive use. The test to establish a prescriptive easement is difficult, but there is evidence to support the claim. The City would present evidence and testimony of the usage of the Catawba Extension over the years from both City staff as well as residents of Gulf Breeze who use the Extension.

As always, we stand ready to discuss this matter further at your convenience.

Sincerely,

Benjamin J. Zimmern

Benjamin J. Zimmern

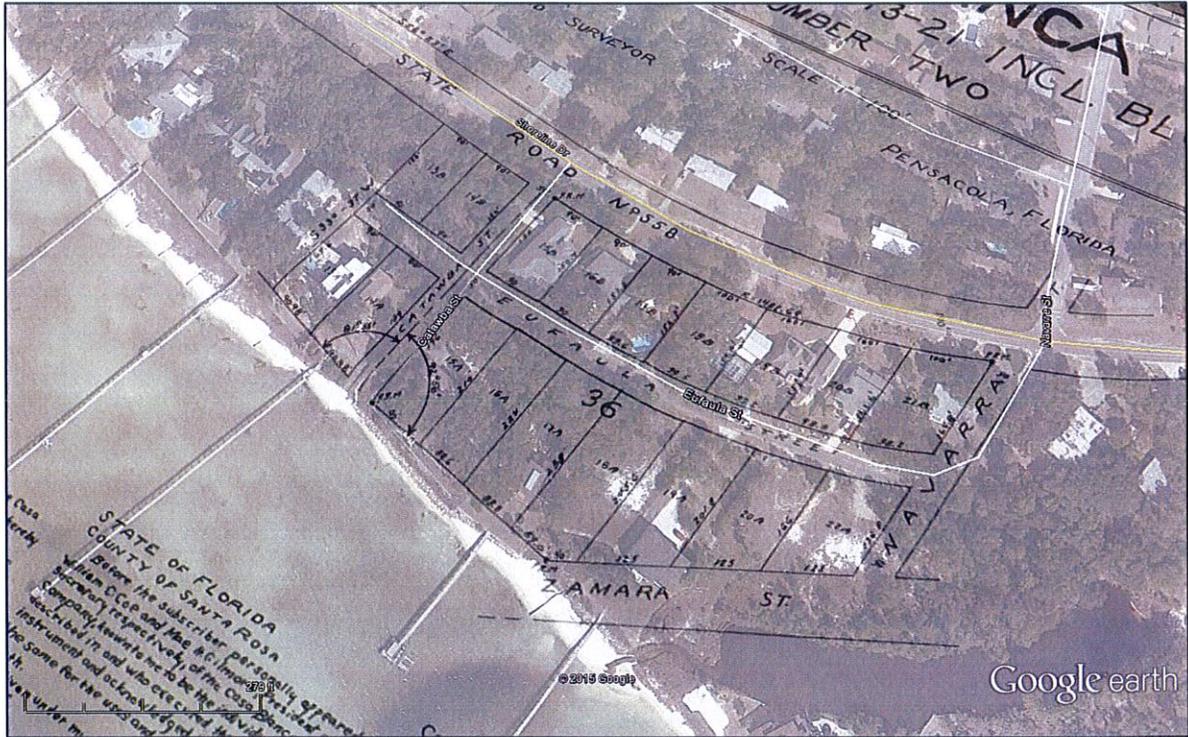
Enclosure



Ex. 1 – Overview of Gulf Breeze – with area of dispute highlighted



Ex. 2 – Closer satellite view of disputed area.



Ex. 3 – Amended Plat showing Catawba Street superimposed over satellite view.



Ex. 4 – Looking up at Extension from beach.



Ex. 5 – Looking toward intersection of Catawba and Eufaula.



Ex. 6 – Looking down Catawba right of way towards water.

**IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR SANTA ROSA COUNTY, FLORIDA**

**JOHN LANCE REESE, PETER PETERS
and MITZI PETERS, as Trustees of the
Peters Living Trust Dated September 9, 2010,**

Plaintiffs,

vs.

Case No.: 2013-CA-000838

**THE CITY OF GULF BREEZE, a municipal
corporation, and ELIZABETH A. GREER,
Individually and as Trustee as identified under
The Last Will and Testament of Mary J. Patterson
a/k/a Mary Elizabeth Patterson,**

Defendants.

**ORDER ON PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT AS TO
THE EFFECT OF THE GREER QUITCLAIM DEED AND DEFENDANT'S MOTION
FOR PARTIAL SUMMARY JUDGMENT**

THIS CAUSE came before the Court upon the Plaintiffs' Motion for Partial Summary Judgment as the Effect of the Greer Quitclaim Deed filed on July 28, 2015 and the Defendant City of Gulf Breeze's¹ Motion for Partial Summary Judgment filed on July 15, 2015. The Court held a hearing on these motions on September 28, 2015. The Court, having considered the motions and all documents filed in support thereof and in opposition thereto, the arguments of counsel, the applicable law and being otherwise fully advised in the premises, finds as follows:

1. The subject of the instant motions is the deed recorded November 15, 2013 in Official Records Book 3304, Page 70 of the Santa Rosa County public records (hereafter, the "Greer Deed"). In that recorded deed, Defendant Elizabeth Greer, Individually and as Trustee as identified under the Last Will and Testament of Mary J. Patterson a/k/a Mary Elizabeth Patterson

¹ Hereafter, "City"

(hereafter "Greer"), conveyed unto the City any and all interest which Greer held at that time in the following described real property:

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE SOUTHWESTERLY CORNER OF LOT 15A, BLOCK 36, CASABLANCA SUBDIVISION, PARCEL NO. 2, A RESUBDIVISION OF LOTS 13-21 INCLUSIVE OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, AS RECORDED IN PLAT BOOK "A", AT PAGE 86A, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA; THENCE GO SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF THE WESTERLY LINE OF SAID LOT FOR DISTANCE OF 15.00 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A", THENCE CONTINUE SOUTH 33 DEGREES 37 MINUTES 00 SECONDS WEST ALONG A PROJECTION OF THE WESTERLY LINE OF SAID LOT FOR A DISTANCE OF 1.0 FOOT MORE OR LESS TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF SANTA ROSA SOUND; THENCE MEANDER NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE TO AN INTERSECTION WITH A PROJECTION OF THE CENTERLINE OF CATAWBA ST. (50' R/W); THENCE DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF SAID CENTERLINE, FOR A DISTANCE OF 1.0 FOOT MORE OR LESS TO A POINT HEREINAFTER REFERED TO AS POINT "B", SAID POINT "B" LYING NORTH 48 DEGREES 53 MINUTES 08 SECONDS WEST FOR DISTANCE OF 25.14 FEET FROM THE AFORESAID POINT "A"; THENCE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 13.00 FEET TO THE INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTH LINE OF SAID LOT; THENCE GO SOUTH 53 DEGREES 27 MINUTES 00 SECONDS EAST ALONG THE WESTERNLY PROJECTION OF THE SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 25.03 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 6, TOWNSHIP 3 SOUTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 0.01 ACRES MORE OR LESS.

(hereafter, the "Peters Quiet Title Parcel")

2. The Peters Quiet Title Parcel comprises a portion of the strip of land originally offered for dedication as "Sand Beach Park" under the 1950 Casablanca subdivision plat. However, the dedication offer was revoked by the quitclaim deed recorded September 11, 1962 in Official Records Book 45, Page 227 of the Santa Rosa County public records (hereafter, the "1962 Deed"). See *Santa Rosa County v. Pollak*, 418 So. 2d 300 (Fla. 1st DCA 1982).

3. The Plaintiffs request this Court grant partial summary judgment in their favor as to Count III of the first amended complaint, which seeks the equitable remedy of cancellation of the Greer Deed. See *St. Lucie Estates v. Nobles*, 141 So. 314 (Fla. 1932); *International Realty Associates, Inc. v. McAdoo*, 99 So. 117 (Fla. 1924).

4. On the other hand, the City claims ownership of the Peters Quiet Title Parcel under the Greer Deed. Specifically, the City contends that Plaintiffs are owners of Lot 15A in the Casablanca subdivision but not the additional unplatted parcel of land between Lot 15A and the high water mark of Santa Rosa Sound. To support this contention, the City relies on the fact that the summary final judgment in *Pollack vs. The City of Gulf Breeze* delineated two separate parcels as to each plaintiff and intervenor named therein. The City argues that because the Plaintiffs' predecessor in interest did not specifically convey the unplatted parcel at issue, the City asserts ownership of it by virtue of the Greer Deed and requests this Court find the Plaintiffs lack ownership rights to it.

5. The Court does not agree with the City's contention. The Court finds that at all times relevant to these proceedings the Peters Quiet Title Parcel, including the waterfront area described by metes and bounds in the first amended complaint as

The unplatted parcel of land lying between said Lot 15A as shown on the above-described plat and the waterline and the boundaries of the property of this parcel are: the Southerly boundary line of Lot 15A, the extension of the Easterly and Westerly boundary lines of said Lot 15A to the high water mark and the Southerly boundary line shall be the high water mark of the water. This said land may be more particularly described as lying and being between the Southerly line of said Lot 15A, and the high water mark, and between the extensions of the Easterly and Westerly lot lines to the water, of Lot 15 A

has been owned and conveyed in conjunction with the parcel of land known as

Lot 15A, Block 36, Casablanca Subdivision, Parcel No. 2, a portion of Section 6, Township 3 South, Range 29 West, according to plat recorded in Plat Book "A" at Page 86-A of the public records of Santa Rosa County, Florida.

(hereafter, collectively, “Lot 15A”)

6. The Court bases this finding upon the unambiguous language contained in the 1962 Deed which necessarily includes and pertains to Lot 15A. The 1962 Deed expressly states the grantors’ intent “to remove all doubt as to the title and accompanying riparian right in certain supposedly waterfront lots in various parcels of Casablanca Subdivision.” The 1962 Deed clearly and specifically was intended to “vest title in unplatted parcels of land in the individual adjacent lot owner with full riparian attendant thereto, with the limits of each owner’s ownership being delineated by **an extension of his lot lines to the water.**” (emphasis added). Therefore, the Court finds that the 1962 Deed effectively clarified any uncertainty as to the ownership of the unplatted parcels of land at issue by extending the lot lines of each adjacent owner to the water (Santa Rosa Sound).

7. The Court’s finding is not inconsistent with the summary final judgment in *Pollak v. The City of Gulf Breeze* (Santa Rosa County consolidated case numbers 80-C-198, 80-C-250, 80-C-296). As the First District Court of Appeal stated in affirming the judgment, “This suit involves only public rights to the property known as Sand Beach Park and **does not involve or adjudicate private rights of lot owners in the subdivision.**” *Santa Rosa County v. Pollak*, 418 So. 2d at 303.

8. The City relies much on the fact that the 1980 summary final judgment delineated two separate parcels for each applicable plaintiff and intervenor. However, the mere fact that the Circuit Judge who authored the 1980 summary judgment choose to describe the property at issue in two parts did not actually create a division in the relevant lots. The Court’s 1980 order simply vindicated the rights of the private land owners by virtue of the 1962 Deed against the City’s claim under the 1950 plat. Indeed, the 1962 Deed still is the applicable instrument for resolving

the issues presented. The 1980 summary judgment did not supplant or alter the 1962 Deed in any way.

9. Furthermore, the Plaintiffs' predecessor in interest was not a party to *Pollak v. The City of Gulf Breeze*. Thus, to the extent the 1980 summary judgment may have the appearance of creating some ambiguity regarding whether the parcels described in the judgment had been divided into two parts, the judgment does not create any confusion as to Lot 15A because it was not described in the 1980 order at all, much less in any way that could be construed as a judicial declaration that Lot 15A had been "divided" by judicial decree.

10. Accordingly, the Court finds that Lot 15A (including the land purportedly conveyed by the Greer Deed) was conveyed by each of the following instruments:

- Warranty deed dated December 8, 1980 executed and delivered by Charles A. Patterson and Mary J. Patterson to Donald T. Greer and Elizabeth A White (n/k/a Elizabeth A. Greer)(*see* Santa Rosa Co. Official Records Book 529, Page 781)
- Warranty deed dated August 24, 1983, executed and delivered by Donald T. Greer and Elizabeth A. White (n/k/a Elizabeth A. Greer) to Peter G. Peters and Mitzi A. Peters (*see* Santa Rosa Co. Official Records Book 649, Page 127)
- Warranty deed dated September 9, 2010, executed and delivered by Peter G. Peters and Mitzi A. Peters to the Peters Living Trust (*see* Santa Rosa Co. Official Records Book 3040, Page 1156)

11. The Court finds that the Peters Quiet Title Parcel is part of Lot 15A as a matter of law. *See Walker v. Pollack*, 74 So. 2d 886, 887 (Fla. 1954); *New Fort Pierce Hotel Co for use of Carlton v. Phoenix Tax Title Corp.*, 171 So. 525, 526 (Fla. 1936); *Burns v. McDaniel*, 140 So. 314 (Fla. 1932); *Smith v. Horn*, 70 So. 435 (Fla. 1915); *Calvert v. Morgan*, 436 So. 2d 314, 315 (Fla. 1st DCA 1983).

12. The Peters Quiet Title Parcel was not expressly reserved or excepted from the conveyances described in paragraph 10, supra. Thus, title to the Peters Quiet Title Parcel passed

by operation of law in each of those conveyances. *See Servando Bldg. Co. v. Zimmerman*, 91 So. 2d 289 (Fla. 1956); *Joseph v. Duran*, 463 So. 2d 316 (Fla. 1st DCA 1983).

13. Greer did not expressly except or reserve the Peters Quiet Title Parcel from her conveyance to Peter and Mitzi Peters in the warranty deed dated August 24, 1983. Accordingly, Greer conveyed all of her interest in the Peters Quiet Title Parcel in 1983 and Greer retained no interest in the Peters Quiet Title Parcel. Because Greer held no interest in the Peters Quiet Title Parcel in 2013, the Greer Deed conveyed no property interest to the City.

14. The City holds no right, title or interest in the Peters Quiet Title Parcel under the Greer Deed as a matter of law. The Plaintiffs have demonstrated an entitlement to the equitable remedy of cancellation of the Greer deed. *See Langley v. Irons Land & Development Co.*, 114 So. 769 (Fla. 1927).

15. The Court finds that Greer Deed in a nullity, constitutes a cloud on title to the Peters Quiet Title Parcel, and is due to be delivered up, cancelled and removed from the public records of Santa Rosa County, Florida.

Accordingly, it is **ORDERED and ADJUDGED** that:

- (a) Plaintiffs' Motion for Partial Summary Judgment as to the Effect of the Greer Quitclaim Deed is hereby **GRANTED**;
- (b) The City's Motion for Partial Summary Judgment is hereby **DENIED**;
- (c) Lot 15A, Block 36, Casablanca Subdivision, Parcel No. 2, has as its southern boundary the mean high water line of Pensacola Bay (Santa Rosa Sound) and as its western boundary the centerline of Catawba Street right-of-way, subject to the right, if any, held by Defendant, City of Gulf Breeze, in the right-of-way, together

with a projection of the centerline of the Catawba Street right-of-way south to the mean high water line of Pensacola Bay (Santa Rosa Sound)

- (d) The City shall deliver to this Court for cancellation that certain deed recorded in Official Records Book 3304, Page 70, of the public records of Santa Rosa County, Florida; and
- (e) The Clerk of this Court shall cancel and remove the aforesaid deed from the public records of Santa Rosa County, Florida.

DONE and ORDERED in Chambers at Milton, Santa Rosa County, Florida on this

15th day of October, 2015.


JOHN F. SIMON, JR.
Circuit Judge

Copies furnished to:

William J. Dunaway, Esq.
Benjamin J. Zimmern, Esq.