

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

MARCH 2, 2016
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

3. ACTION AGENDA ITEMS

- A. Approval of Ordinance 02-16 pertaining to off-street automobile parking and storage, amending section 24-51 of the Code of Ordinances
- B. Authorize the purchase of four (4) rubberized speed cushion units in the amount of \$10,500.
- C. Approval of Gulf Breeze High School Quarterback Club's Special Event Application for a spring carnival to be held March 22nd through March 26th
- D. Authorization to purchase Hydraulic Rescue Equipment from Ten-8 Fire Equipment, Inc. in an amount not to exceed \$29,997.24
- E. Authorization to declare a 2000 Jeep Cherokee as surplus property and authorize its disposal by auctioning it on the GovDeals website
- F. Authorization to purchase 2007 Ford F250 Supercab from Utica National Insurance Company at a cost of \$6,750.00 with funding from the Police Forfeiture Fund and declare the 2009 Chevrolet Silverado as surplus property and authorize its disposal by donating said vehicle to Escambia County Search and Rescue
- G. Authorize the payment of \$15,106 to the Florida Municipal Insurance Trust Fund to meet the City's 2015 employer contribution to the Retirement Plan and Trust for the City's Police Officers.
- H. Approval of proposal dated February 18, 2016 from Calhoun, Collister & Parham, Inc. for appraisal services related to easement acquisition at a cost not to exceed \$9,500.00
- I. Approval to pay \$2,327.05 to Vanassee Hangen Brustlin (VHB) for review of FDOT design-build RFP for the Pensacola Bay Bridge
- J. Authorization for the use of Community Redevelopment Agency funds not to exceed \$2,600 for purchase of twenty (20) 8 foot Brody Juniper evergreens to be placed on the St. Francis right-of-way
- K. Approval of Resolution No. 04-16 regarding solid waste fee schedule
- L. Approval of South Santa Rosa Utility Services Board Recommendations:

1. WWTP Reuse Deck Replacement

Recommendation: SSRUS Board recommends that the City Council authorize the purchase of a new replacement reuse pump station deck at a cost of \$11,135 from Pump & Process Equipment Inc.

Executive Meeting Agenda

March 2, 2016

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2. Fairway #13 East Course, Irrigation Repair

Recommendation: City Council authorize Warrington Utility and Excavation to install two (2) 4" by 60' Directional Drill Pipes on Fairway #13 to relocate the irrigation line and controls underground for \$13,300 with a 20% (2,700) contingency.

3. Purchase of Loader Backhoe

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) John Deere model 310SL Loader Backhoe with enclosed Cab and four wheel drive with options as listed, for \$82,667 with expense split between 401 and 403 funds.

4. Purchase of Ground Penetrating Radar

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) MALA GeoScience, Model: Easy Location HDR Pro for \$18,745

M. Approval of change order to Utility Services Company in the amount of \$16,679.32 to install the modifications as described along South Sunset

N. Approval of amendment to the Fairpoint Regional Utility System Bylaws increasing the spending limit by authorized officers and the executive director from \$2,500 to \$10,000

O. Approval to pay invoice no. 325787 in the amount of \$11,660.61 to Galloway/Johnson/Tompkins Burr and Smith (GJTBS)

P. Approval to pay invoices 95528 and 95529 for a total amount of \$8,903.19 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A. and That the City Council meet as the Board of Directors of the CRA and authorize the payment of invoices 95527 and 95530 for a total amount of \$1,337.50 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A.

5. NEW ITEMS

4. INFORMATION ITEMS

5. PUBLIC FORUM

6. 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:  Craig S. Carmichael, Director of Community Services

DATE: February 22, 2016

SUBJECT: **ORDINANCE NO. 02-16**

Attached, please find a copy of Ordinance No. 02-16 that pertains to off-street parking. The ordinance establishes a new off-street parking category for senior living facilities (SLF).

- (7) Senior Living Facilities (SLF) that contain one or more of the following housing types within a unified development: independent living units, assisted-care units and/or memory care shall provide parking as follows:
- a. Independent living units shall provide one and one-half spaces (1.5) per unit. For purposes of this subsection, an independent living unit is designed as an independent dwelling unit containing sleeping, cooking and bathroom facilities. An independent living unit may contain a full or partial kitchen. Parking may be reduced to one (1) space per unit when the owner/operator/facility complies with the following conditions:
 1. Restricts the number of vehicles to one (1) vehicle per unit by lease or rental agreement; and
 2. Provides a van or bus for scheduled organized trips; and
 3. Provides a car for individual reserved trips.
 - b. Assisted care units shall provide one-half (.5) space per unit. For purposes of this subsection, assisted care units are self-contained dwelling units but do not contain a kitchen. Residents of these units are served meals through a central kitchen and dining facility.
 - c. Memory care units shall provide one-half (.5) space per unit. For purposes of this subsection, memory or nursing care units are independent/private rooms that are designed to provide residents with a secure and structured environment by trained staff. Residents are not capable or permitted to own or operate private vehicles.

RECOMMENDATION: **THAT THE CITY COUNCIL APPROVE ORDINANCE NO. 02-16 ON FIRST READING ON MARCH 7, 2016 AND SCHEDULE THE SECOND READING AND PUBLIC HEARING ON MARCH 21, 2016.**

**CSC
ATTACHMENT**

ORDINANCE NO. 02 -16

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO OFF-STREET AUTOMOBILE PARKING AND STORAGE; AMENDING SECTION 24-51 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze has adopted certain rules and regulation relative to off-street automobile storage or parking space; and,

WHEREAS, it has been determined by the City Council that the existing regulations governing the design of off-street parking need to be modified to clarify the City's requirements; and,

WHEREAS, the City Council has reviewed similar requirements for off-street parking from other jurisdictions in the State and determined that it would be beneficial to add an additional parking use classification.

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

SECTION 1 - Section 24-51 is hereby amended to read as follows:

Sec. 24-51. - Off-street automobile parking and storage.

Off-street automobile storage or parking space shall be provided on every improved lot. Or, where no space is available on the lot, space shall be provided within 500 feet of such uses and such space shall be provided with vehicular access to a street or alley and shall be equal in area to at least the minimum requirements for the specific use as set forth below. For the purpose of this section, a parking or storage space shall not be less than nine feet in width and 18 feet in length (9' × 18'), excluding all driveways, entrances and exits. **Developments containing more than one use shall provide parking spaces in an amount equal to the sum total of the parking requirements applicable to each of the individual uses.**

- (1) Single-family dwellings and duplexes: Two spaces for each family dwelling unit; driveway, carport or garage area may be included in computing required parking space.
- (2) Multifamily dwellings: Two and one-half spaces for each family dwelling unit.
- (3) Hotels, motels: One space per guest unit plus one additional space for each five employees.
- (4) Churches, theaters, other places of public assemblage: One space for each four seats.
- (5) Restaurants and other eating places: One space for each 100 square feet of area devoted to patron use plus one space for every four employees. The term "area

devoted to patron use" as used in this subsection (5) shall mean the area available for use as patron seating and shall not include kitchens, lobbies, waiting areas, restrooms and parking.

(6) Commercial and professional buildings: One space for each 300 square feet of usable floor area except grocery stores which will provide two spaces for each 300 square feet of usable floor area. The term "usable floor area" as used in this subsection (6) shall mean the floor area within the inside perimeter of the outside walls of the building under consideration and shall not include restrooms, areas used principally for the storage of supplies or inventories, areas used principally for the storage of mechanical systems, and common hallways in multi-tenant structures used by multiple tenants for ingress and egress.

(7) Senior Living Facilities (SLF) that contain one or more of the following housing types within a unified development: independent living units, assisted-care units and/or memory care shall provide parking as follows:

- a. Independent living units shall provide one and one-half spaces (1.5) per unit. For purposes of this subsection, an independent living unit is designed as an independent dwelling unit containing sleeping, cooking and bathroom facilities. An independent living unit may contain a full or partial kitchen. Parking may be reduced to one (1) space per unit when the owner/operator/facility complies with the following conditions:
 1. Restricts the number of vehicles to one (1) vehicle per unit by lease or rental agreement; and
 2. Provides a van or bus for scheduled organized trips; and
 3. Provides a car for individual reserved trips.
- b. Assisted care units shall provide one-half (.5) space per unit. For purposes of this subsection, assisted care units are self-contained dwelling units but do not contain a kitchen. Residents of these units are served meals through a central kitchen and dining facility.
- c. Memory care units shall provide one-half (.5) space per unit. For purposes of this subsection, memory or nursing care units are independent/private rooms that are designed to provide residents with a secure and structured environment by trained staff. Residents are not capable or permitted to own or operate private vehicles.

SECTION 2 - SEVERABILITY

If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason

ORDINANCE NO. 02 -16

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held by any court to be unconstitutional, inoperative, invalid or void, such holding shall not in any manner affect the validity of the remaining portions of this Ordinance.

SECTION 3 - CONFLICT

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

SECTION 4 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE ____ DAY OF _____, 2016.

ADVERTISED ON THE ____ DAY OF _____, 2016.

PASSED ON THE SECOND READING ON THE ____ DAY OF _____, 2016.

By: _____
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

Lesile Guyer, City Clerk



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Nathan G. Ford, Assistant to City Manager

Date: 02/26/2016

Subject: Rubberized Speed Cushion/Table Purchase

The Gulf Breeze Traffic Calming Task Force met on February 24, 2016. In this meeting, the group recommended that City staff implement traffic calming devices on Kenilworth Avenue, Northcliffe Drive and an additional device on Soundview Trail. This recommendation was based upon resident feedback and review of speed and traffic volume data. The Task Force endorsed purchasing a total of five rubberized speed cushions similar to the product recently installed on Soundview Trail for trial purposes. Specifically, they suggested installing two cushions on Kenilworth Drive, two cushions on Northcliffe Drive, and one cushion on Soundview Trail. Initial research of speed and traffic data suggests that this device has reduced vehicles exceeding the speed limit by 20 – 30%. Residents have told City staff that the speed cushion on Soundview has noticeably made the street safer for pedestrians.

After these recommendations, staff analyzed the streets to see if the installation of five speed cushions were possible. Installation of these devices have standards and many variables exist in guaranteeing safety both for pedestrian and motorist. Curves, driveways, intersections, fire hydrants, and other street features reduce the ability to place speed cushions at any given place on a street. Staff analysis determined that one cushion rather than two devices can be safely installed on Kenilworth Avenue. Two speed cushions can be installed on Northcliffe and Soundview Trail can handle one more speed cushion. Mr. Timothy Bustos with Sustainable Transportation Planning & Design conducted an analysis and confirms that the City is making a correct choice in choosing rubberized speed cushions.

Prior to installation of any devices, City staff will provide communication through mail to residents of Kenilworth Avenue, Northcliffe, Drive, Windsor Place, and Kent Place. Once final

placement of the devices are determined, City staff will communicate directly with residents who would have these devices nearest to their homes.

RECOMMENDATION: That the City Council approve the approximate purchase of 4 rubberized speed cushion units for \$10,500.

Order Number: 0047453
Order Date: 12/28/2015
Expires on: 4/28/2016

SP Code: 9000
Prepared by: Manya Prescott
Customer Number: 00-A000000

Sold To:
City of Gulf Breeze
Nathan
Gulf Breeze, FL

Ship To:
City of Gulf Breeze
Nathan
Gulf Breeze, FL

Email Address: nford@gulfbreezefl.gov

Telephone:
Fax:

Customer P.O.	Ship VIA	F.O.B.	Terms			
Nathan	DROP SHIP	PPA	NET 30 DAYS			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
TL6X7AWS	EACH	12.00	0.00	0.00	810.0000	9,720.00
6'x7'Speed Cush w/Arrows,Hrdw,		Whse: 001				
Covers 18' width w/white arrows.						
TLEG	EACH	1.00	0.00	0.00	365.0000	365.00
Epoxy Dispensing Gun		Whse: 001				
Includes reusable epoxy gun and 21 tubes of epoxy. Hardware included.						
Shipping charges are approx. \$350.00. Turn around time is approx. 8-15 days.						
Appreciate the opportunity Nathan! Susan Wacha						

Net Order: 10,085.00
Less Discount: 0.00
Freight: 350.00
Sales Tax: 0.00
Order Total: 10,435.00

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

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1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply. Go to fltranscor.com/content/documents/terms.pdf for more information.

6683 STUART AVENUE • JACKSONVILLE, FL 32254 • PHONE (904) 783-3302 • FAX (904) 783-0292 • AR@FLTRANSCOR.COM

Speed Cushion Photos - White Patterns



6' x 7'
6' x 10.5'
6' x 14'





Gulf Breeze Police Department

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *RH*

Ref: Special Event Application

Date: February 15, 2016

The Gulf Breeze High School Quarterback Club has submitted a special event application for their annual spring carnival. The carnival will be held at the Gulf Breeze High School Field House parking lot. The employees of the carnival will begin arriving on 20th and will set up their trailers behind the High School. The carnival will be in operation Tuesday, March 22nd thru Saturday, March 26th, 2016.

The times of operation will be:

Tuesday- Friday 6:00pm to 10:00 pm

Saturday: 2:00pm to 10:00pm

The FOP will provide security for the event.

RECOMMENDATION: That the City Council approve the event application.



Robert C. Randle
Chief of Police

City of Gulf Breeze Police Department



Rick Hawthorne
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT APPLICATION

Packet Includes:

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

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

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

At least thirty (30) days prior to the special event.

Don C. Patten 2/11/10
Applicant's Signature Date





Robert C. Randle
Chief of Police

City of Gulf Breeze Police Department



Rick Hawthorne
Deputy Chief of Police

CITY OF GULF BREEZE

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

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

- a) The name and address of the organization or group requesting to hold a special event.
- b) The name, address, and telephone number of the person requesting the permit.
- c) The name, address, and telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- d) The date, hours, and specific location of the event.
- e) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- f) If this is a fundraising event, provide the name of the individual or organization benefiting from the fundraiser and indicated the proposed use of the funds.
- g) If this is a charitable event, provide the name of the benefiting charity, estimation of charitable contribution, and, if an annual event, previous year's charitable contribution and benefit charity's name.
- h) Sponsors of the Special Event will be responsible for all costs incurred by the City in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use

311 Fairpoint Drive · Gulf Breeze, FL 32561 · (850) 934-5121 · www.gulfbreezepolice.com

Accredited by Commission for Florida Law Enforcement Accreditation



auxiliary and part-time officers to keep the expense down, but should we have to utilize fulltime personnel, the cost will increase considerably.

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

Don C Peters 2/11/16
Applicant's Signature Date

Approved by: [Signature] 2-15-16
Gulf Breeze Police Department Date



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

2/11/16
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name: Gulf Breeze Quarterback Club
Address: P.O. Box 564
Gulf Breeze, FL 32562

2. PERSON REQUESTING PERMIT:

Name: Deana Petkovic
Address: 3771 Victorian Blvd.
Gulf Breeze, FL 32563
Phone: 772-532-8109 or 850-916-2279

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

Name: Deana Petkovic
Address: same as above

Phone:

4. DATE, HOURS, AND LOCATION OF EVENT:

Tuesday March 22nd thru Friday March 25th
at 6:00 pm - 10:00 pm and Saturday March 26th
2016 from 2:00 pm - 10:00 pm Gulf Breeze High School



5. GENERAL DESCRIPTION OF ACTIVITIES: Carnival presented
by James Gang Amusements

6. ESTIMATED ATTENDANCE: 3,000 total

7. NUMBER AND TYPE OF VEHICLES, IF ANY: 15 semi trucks
and pick up trucks combined

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

Funds will be used to support Gulf
Breeze High School football team.

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

NAME OF CHARITY: _____

ESTIMATE OF DONATION AMOUNT: \$ _____

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

[Signature] 2/11/16
Applicant's Signature Date

Approved by: [Signature] 2-15-16
Gulf Breeze Police Department Date

Gulf Breeze City Manager Date



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Fire Chief

DATE: February 22, 2016

SUBJECT: TNT RESCUE TOOL PURCHASE

As you may recall, the Fire Department's Capital Budget includes \$30,000 for the replacement of our hydraulic extrication equipment. Our current set is made of an assortment of equipment that spans from the early 70's to 05. Due to its age, the equipment is in need of replacement.

One of the problems with the older equipment is that it operates at low-pressure and is not as effective at cutting or displacing metals as newer sets. Newer sets operate at a higher-pressure (double that of a low-pressure system) and provides significantly higher cutting and displacement force. To give you an idea of the difference, our current spreaders operate at 5,000 psi and have a maximum spreading force of 35,100 pounds. The spreader we have proposed operates at 10,500 psi and has a maximum spreading force of 56,128 pounds. Additionally, the newer tools take less time to reach their maximum spread.

Hurst makes our current tools and we are proposing to switch to TNT Rescue Systems, Inc. The reason for this recommendation is that all of our surrounding mutual aid units (Pensacola Fire Department, Escambia County Fire Rescue and Midway Fire Protection District) use TNT tools. Due to the familiarity with the equipment, it will make it easier for the crews to back up each other.

TNT Rescue Systems, Inc. restricts sales to a single vendor in a geographic region and our purchase would be sole source. I have provided a letter from the manufacturer outlining their policy. Ten-8 Fire Equipment, Inc. is the authorized dealer for the entire state of Florida. Staff is proposing to purchase the following equipment:

DESCRIPTION	PART NO.	QTY	UNIT PRICE	TOTAL PRICE
GASOLINE POWER UNIT 6.5 HP HONDA	BT-6.5 SIMO	1	\$5,425.00	\$5,425.00
ELECTRIC POWER UNIT 4.0 HP 220 V	ET-4.0	1	\$5,200.00	\$5,200.00
28" SPREADER	S-100-28	1	\$5,450.00	\$5,450.00
7-3/8" CUTTER	SLC-29	1	\$4,795.00	\$4,795.00
40" RAM	TLS-40	1	\$3,795.00	\$3,795.00
30' EXTENSION HOSE	EXTH-30	2	\$808.00	\$1,616.00
100' HOSE	HRH-100	1	\$2,185.00	\$2,185.00
CORD REEL FOR 100' HOSE	HANNAY EF2018	1	\$806.24	\$806.24
HYDRAULIC FLUID - 1 GAL	551201	1	\$25.00	\$25.00
FREIGHT		1	\$700.00	\$700.00
			TOTAL	\$29,997.24

The specified equipment mirrors our current configuration of keeping the spreaders on a dedicated 100' long reel that is hooked to a permanently mounted electric pump that can be used for rapid extrication in the immediate vicinity of the truck. It also includes a portable gasoline power unit and two extension hoses in case extrication needs to be carried out at extended distances or remote locations that cannot accommodate the truck.

RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE FIRE CHIEF TO SOLE SOURCE PURCHASE THE AFOREMENTIONED HYDRAULIC RESCUE EQUIPMENT FROM TEN-8 FIRE EQUIPMENT, INC. IN AN AMOUNT NOT TO EXCEED \$29,997.24.



MAY 22, 2015

To Whom It May Concern:

Thank you for your interest in TNT Rescue Systems, Inc. TNT sells its products through a dealer network, where each representative is contracted for a specific sales region.

In the state of Florida, Ten-8 Equipment, Inc. is the authorized sales representative for your area; thereby making Ten-8 Equipment, Inc. your sole source for purchasing TNT products.

Southern Rescue Tools, LLC is the authorized service representative for your area, thereby making Southern Rescue Tools, LLC your sole source for TNT product service and warranty repairs.

Again, thank you for your interest in our products. We look forward to building a mutually beneficial relationship.

Sincerely,

Tom Blanton
President

TNT Rescue Systems, Inc.
2490 West Oak St.
Ashippun, WI USA 53003

Phone 920.474.4101
Toll Free 800.474.4189
Fax 920.474.4477
www.tntrescue.com

TEN-8 FIRE EQUIPMENT INC.

IN SERVICE TO SERVE YOU

2904 59TH AVENUE DRIVE EAST 141 MARITIME DRIVE
 BRADENTON, FL 34203 SANFORD, FL 32771
 IN FLA: 1-800-228-8368
 PHONE: 941-756-7779 PHONE: 407-328-5081
 FAX: 941-756-2598 FAX: 407-328-5083
 or visit us at: www.ten8fire.com

SALES QUOTE

Sales Quote Number: Q138674
 Sales Quote Date: 02/10/16

Page: 1

Sell CITY OF GULF BREEZE
 To: ATTN: ACCOUNTS PAYABLE
 P.O. BOX 640
 GULF BREEZE, FL 32562-0640

Ship GULF BREEZE VOL. FIRE DEP
 To: C/O GULF BREEZE CITY HALL
 1070 SHORELINE DRIVE
 GULF BREEZE, FL 32561

Ship Via: STANDARD DELIVERY
 Payment terms: NET 20 DAYS

Ten-8 Contact BSCOTT
 Customer ID: GUL BR

Item No.	Description	Unit	Quantity	Unit Price	Total Price
SRT-TNT-ATT-6.5	ACCELERATOR 6.5hp HONDA GASOLINETWIN POWER UNIT (STANDARD COUPLERS)	EACH	1	5,425.00	5,425.00
SRT-TNT-S-100-28-NEX	28 " SPREADER (NEXUS COUPLERS)	EACH	1	5,450.00	5,450.00
SRT-TNT-SLC-29-NEX	7-3/8" C-CUTTER (NEXUS COUPLERS)	EACH	1	4,795.00	4,795.00
SRT-TNT-TLS-40-NEX	40" TELESCOPING LIGHTWEIGHT RAM (NEXUS COUPLERS)	EACH	1	3,795.00	3,795.00
SRT-TNT-EXTH-30-S/NEX	30' TWIN LINE EXTENSION HOSE (STANDARD COUPLERS TO NEXUS COUPLER)	EACH	2	808.00	1,616.00
SRT-TNT-551201	1 GALLON MINERAL BASE OIL	GALLO	1	25.00	25.00
SRT-TNT-HRH-100-NEX	100' TWINLINE HOSE W/ NEXUS COUPLERS	EACH	1	2,185.00	2,185.00
Transferred to page 2.....					23,291.00

TEN-8 FIRE EQUIPMENT INC.

IN SERVICE TO SERVE YOU

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203
IN FLA: 1-800-228-8368
PHONE: 941-756-7779
FAX: 941-756-2598
or visit us at: www.ten8fire.com

141 MARITIME DRIVE
SANFORD, FL 32771
PHONE: 407-328-5081
FAX: 407-328-5083

SALES QUOTE

Sales Quote Number: Q138674
Sales Quote Date: 02/10/16

Page: 2

Sell To: CITY OF GULF BREEZE
ATTN: ACCOUNTS PAYABLE
P.O. BOX 640
GULF BREEZE, FL 32562-0640

Ship To: GULF BREEZE VOL. FIRE DEP
C/O GULF BREEZE CITY HALL
1070 SHORELINE DRIVE
GULF BREEZE, FL 32561

Ship Via: STANDARD DELIVERY
Payment terms: NET 20 DAYS

Ten-8 Contact: BSCOTT
Customer ID: GUL BR

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Transferred from page 1.....				23,291.00
HAN-EF2018-19-20-8-LT H10.5M	PAINTED REEL FOR 100' TNT HOSE W/NEXUS	EACH	1	806.24	806.24
FREIGHT	FREIGHT CHARGES	EACH	1	700.00	700.00
	power unit option				
SRT-TNT-ET-4.0	4.0hp ELECTRIC 220 SINGLE PHASE STANDARD TWIN POWER UNIT WITH ROLL CAGE(STANDARD COUPLERS)	EACH	1	5,200.00	5,200.00

Amount Subject to Sales Tax
0.00

Amount Exempt from Sales Tax
29,997.24

Subtotal: 29,997.24
Invoice Discount: 0.00
Sales Tax: 0.00
Total: 29,997.24

Quote submitted by: BSCOTT
This Quote is valid until 03/11/16

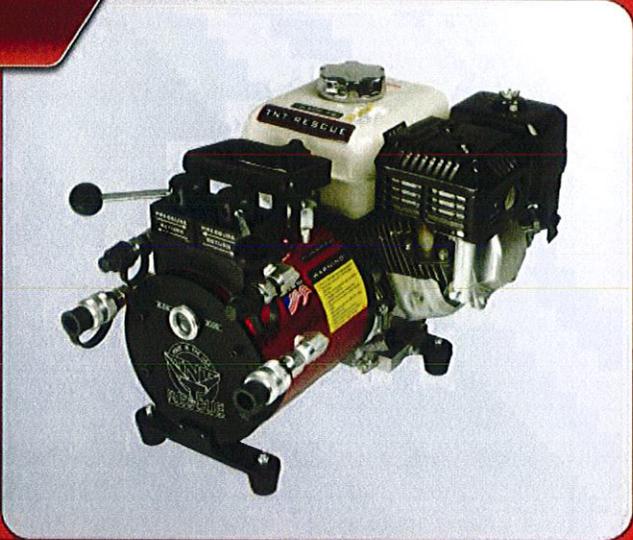
P U M P S

H I G H P R E S S U R E

BT-6.5
SIMO

NEPS
NORTH AMERICAN EQUIPMENT SUPPLY

	STANDARD	METRIC
MAX. WORKING PRESSURE	10,500 PSI	724 BAR
LENGTH	21.20 IN.	538.5 MM
WIDTH	15.50 IN.	393.7 MM
HEIGHT	15.00 IN.	381.0 MM
WEIGHT	76.0 LBS	34.5 KG
MOTOR	6.5 HP HONDA 4 STROKE	
DISPLACEMENT	196 CC	
TOOL OPERATION	2 TOOL SIMULTANEOUS OPERATION	
MFG. TO NFPA 1936-2010	YES	



SPEC SHEET 

MANUAL 

WARRANTY 

LOCATE DEALER 

SPREADERS

H I G H P R E S S U R E

S-100-28

NEXUS
HYDRA-TOOL

STANDARD / METRIC

MAX. WORKING PRESSURE	10,500 PSI	724 BAR
MAX. SPREAD DISTANCE	28.00 IN.	711.2 MM
MAX. SPREAD FORCE	56,128 LBS	249 KN
MAX. PULL FORCE	25,512 LBS	113 KN
LENGTH	32.70 IN.	830.6 MM
WIDTH	13.50 IN.	342.9 MM
HEIGHT	6.50 IN.	165.1 MM
WEIGHT	43.8 LBS	19.9 KG
MFG. TO NFPA 1936-2010		YES



SPEC SHEET 

MANUAL 

WARRANTY 

LOCATE DEALER 

CUTTERS/COMBI'S

HIGH PRESSURE

SLC-29

	STANDARD / METRIC	
MAX. WORKING PRESSURE	10,500 PSI	724 BAR
MAX. BLADE OPENING	8.00 IN.	203.2 MM
MAX. CUT FORCE	269,000 LBS	1,197 KN
LENGTH	28.60 IN.	726.4 MM
WIDTH	11.25 IN.	285.8 MM
HEIGHT	7.00 IN.	177.8 MM
WEIGHT	40.0 LBS	18.2 KG
MFG. TO NFPA 1936-2010	YES	

[SPEQ SHEET](#)

[MANUAL](#)

[WARRANTY](#)

[LOCATE DEALER](#)

R A M S

H I G H P R E S S U R E

TLS-40

STANDARD / METRIC

MAX. WORKING PRESSURE	10,500 PSI	724 BAR
MAX. 1ST STAGE PUSH FORCE	32,980 LBS	145 KN
MAX. 2ND STAGE PUSH FORCE	12,883 LBS	57.3 KN
EXTENDED LENGTH	40.25 IN.	1022.4 MM
CLOSED LENGTH	19.75 IN.	501.7 MM
WIDTH	3.50 IN.	88.9 MM
HEIGHT	7.25 IN.	184.2 MM
WEIGHT	27.0 LBS	12.3 KG
MFG. TO NFPA 1936-2010	YES	



SPEC SHEET 

MANUAL 

WARRANTY 

LOCATE DEALER 





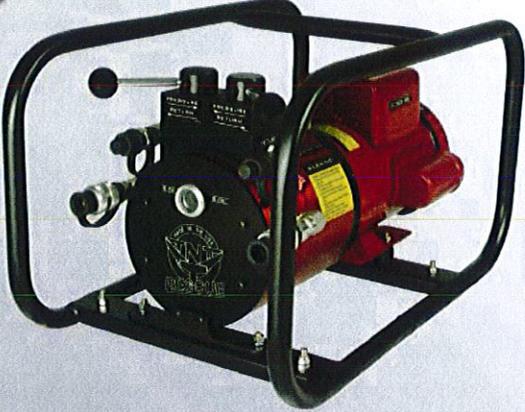
P U M P S

H I G H P R E S S U R E

ET-4.0 SIMD

TEX
TNT RESCUE EQUIPMENT

	STANDARD	METRIC
MAX. WORKING PRESSURE	10,500 PSI	724 BAR
LENGTH	24.00 IN.	609.6 MM
WIDTH	15.50 IN.	393.7 MM
HEIGHT	14.50 IN.	368.3 MM
WEIGHT	100.0 LBR	45.4 KG
MOTOR	3.5 HP LEEBON	
VOLTAGE	220 VOLT	
TOOL OPERATION	2 TOOL SIMULTANEOUS OPERATION	
MFG. TO NFPA 1936-2010	YES	



[SPEC SHEET](#) 

[MANUAL](#) 

[WARRANTY](#) 

[LOCATE DEALER](#) 

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver  Deputy City Manager

Date: 2/17/2016

Subject: Surplus Vehicle

Enclosed is a memorandum from Sergeant Neff recommending that a 2000 Jeep Cherokee be declared surplus property. The vehicle was originally acquired as the result of a drug forfeiture. It has been used by various Police Department personnel since acquisition, but has reached the end of its useful life. It has not been actively used by the Department since December 2015. It has 103,893 miles.

The Department is recommending that the Jeep be placed on the GovDeals auction website for disposal. Please be advised that, as Sergeant Neff correctly points out, since the Jeep was seized by the Department as a forfeiture, all monies derived from its sale will be deposited in the Forfeiture Fund for future use by the Department.

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

Recommendation: That the City Council declare the 2000 Jeep Cherokee (VIN 1J4FT48S7YL111311) to be surplus property and authorize its disposal by auctioning it on the GovDeals website.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

February 16, 2016

To: Edwin Eddy, City Manager

From: Sgt. Neff

A handwritten signature in black ink, appearing to be "S. Neff".

Re: GovDeals Auction Items

I wish for the below item to be deemed surplus property by the City Council in accordance with ordinance # 2-126. This item is of no use to the city any longer and need to be disposed of in accordance with Article 5, Gulf Breeze City Ordinance. As per our surplus property disposal procedures and unclaimed property rules, I would like to auction this item on the "Govdeals" auction site, with the proceeds being directly deposited into the police department's forfeiture fund. This item was originally seized for forfeiture by our agency.

(1) 2000 Jeep Cherokee, vin 1J4FT48S7YL111311

RECOMMENDATION: That the City Council approves the auctioning of the attached city property in the manner described above.

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



Accredited by Commission for Florida Law Enforcement Accreditation

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 2/26/2016

Subject: Vehicle Acquisition/Disposal

The Police Department recently took possession of a vehicle as a result of an arrest and forfeiture. The vehicle is a 2007 Ford F250 4x4 Supercab. It has a diesel engine and is in excellent condition. The Department subsequently determined that it was owned by another unrelated out-of-state entity. In subsequent discussions with that entity, the Department was able to negotiate a purchase price of \$6,750 for the truck. The current "book" value for this vehicle is approximately \$14,800. Acquisition of this vehicle has several advantages for the City. These are:

1. Provided the Department with the ability to replace a 2004 gasoline powered F250 that is currently being used in investigations. While it is not at the end of its useful life, the acquisition of this diesel unit will extend the overall life expectancy of vehicles used for investigation purposes.
2. The current Ford F250 could be freed up for assignment at City Hall and Field Operations for various miscellaneous utility and transportation uses.
3. The acquisition of the F250 diesel will allow the Department to dispose of a 2009 Silverado. This vehicle has 112,517 miles and has a history of mechanical issues that have made it unreliable for frequent use.

Funding for the 2007 Ford F250 is available from the Police Forfeiture Fund or Red Light Camera Fund. The former would be the preferred funding source. Two actions would be required from the City Council to effectuate this plan. The first would be to authorize the purchase of the 2007 Ford. The second would be to declare the 2009 Silverado as surplus.

As mentioned above, the 2009 Silverado has been unreliable. While the Department has only spent \$1,852 on repairs over the last two years that is more a reflection on the Department's limited use of the vehicle because of reliability issues than a true cost of keeping the vehicle in operation full time. The reliability issue appears to be related to the hybrid battery assembly. The cost to replace this unit is approximately \$3,000 and they believe the vehicle's condition does not warrant that additional investment. While this expense would appear warranted based on the vehicle's "book" value, Chevrolet has abandoned this technology, which speaks to the overall future reliability and maintenance of the vehicle.

As you know, this vehicle was purchased at no cost to the City through a Traffic Safety Grant. Because of its limited use by the Department, they received authorization from FDOT to dispose of the vehicle. Chief Randle has recommended that this vehicle be donated to the Escambia County Search and Rescue (ESAR). ESAR is a volunteer organization that assists with missing person searches in Escambia and Santa Rosa Counties. They have provided assistance to Gulf Breeze Police and Fire on several operations over the years. ESAR relies on donations to operate and the donation of the Silverado will provide a further public purpose for this vehicle.

The other alternative is to re-seek permission from FDOT and NHTSA to dispose of the vehicle by selling it on an auction site such as GovDeals. The vehicle has a book value of approximately \$10,000. Taking into consideration the major repair cost, the City could net approximately \$7,000. This option could yield two results since the vehicle's value is in excess of \$5,000. One result could be the NHTSA asking for all of the proceeds from the sales since NHTSA provided 100% of the funding. The second result is that the City would be required to use the proceeds from the sale to purchase approved traffic safety equipment. Chief Randle evaluated these outcomes when making his original recommendation to donate the vehicle.

I recommend that the City purchase the 2007 Ford F250 Supercab. It is well below book value and offers a number of operational advantages. I also concur with Chief Randle's recommendation to dispose of the 2009 Silverado by donating it to ECSR. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council authorize the purchase of the 2007 Ford F250 Supercab (VIN1FTSX21P57EA03923) from Utica National Insurance Company at a cost of \$6,750.00 with funding from the Police Forfeiture Fund and declare the 2009 Chevrolet Silverado (VIN 2GCFC135891113369) to be surplus property and authorize its disposal by donating said vehicle to Escambia Search and Rescue.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

January 12, 2016

To: Edwin Eddy, City Manager
From:  Robert Randle, Chief
Re: Surplus of 2009 Chevrolet Silverado

On this date we requested that the Traffic Safety Administrator of the Florida Department of Transportation allow us to remove the 2009 Chevrolet Silverado (VIN2GCFC135891113369) from our inventory. The vehicle has 112,517 miles on the speedometer and has numerous mechanical issues. This vehicle was used exclusively for traffic enforcement on the highway and is no longer safe or useful in that endeavor. Repairs have been and will continue to be costly.

On November 23, 2015 the Escambia County Search and Rescue (ESAR) requested that we donate the vehicle to them so that it can be outfitted in such a manner as to advertise the ESAR Project Lifesaver service. The lifesaving program provides radio transmitting bracelets that are worn by individuals who are prone to wandering and becoming lost. ESAR would use this vehicle to respond to such searches. This vehicle would be placed on display at public events, utilized during monthly maintenance of Project Lifesaver transmitters and would be used as a response vehicle in the event of a search.

I have advised the director of this program that the vehicle is in need of costly repairs but they still want it because it would be cheaper than buying a new vehicle which they do not have the funds for.

It should be noted that the Silverado was provided to the City at no cost. It was part of a Traffic Safety Grant that the Police Department applied for and was awarded by the Florida DOT.

RECOMMENDATION: That the City Council approve the donation of the 2009 Silverado to ESAR once the Florida DOT approves its removal from our inventory.

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Escambia Search And Rescue

Chief Robert Randle
Gulf Breeze Police Department
311 Fairpoint Dr.
Gulf Breeze, FL 32561

November 23, 2015

Chief Randle,

As you may know, Escambia Search And Rescue(ESAR) is an all-volunteer organization that provides Search And Rescue, and Search And Recovery services at the request of area local, state, and federal law enforcement and public safety agencies. ESAR responds to approximately 60 – 70 calls for service from these agencies annually. . ESAR was incorporated in 1961, and is a 501c3 Charitable Organization.

Even though we work closely with, and at the request of governmental agencies, and have “Escambia” in our name, we are not a governmental entity, nor do we receive funding from tax sources. ***ESAR is 100% volunteer, and 100% of ESAR’s funding is received through donations from the community, and occasional grants that we receive.***

One of the services that ESAR provides to the community is Project Lifesaver. This lifesaving program provides radio transmitting bracelets that are worn by those who are prone to wandering and becoming lost (such as Alzheimer’s, Autism, Brain Injury, etc...). In the event of a lost Project Lifesaver subject, Escambia Search And Rescue has trained responders that use specialized equipment to locate the missing person quickly.

ESAR maintains the transmitters on Autistic children in Escambia and Santa Rosa Counties. We have in-house trainers who certify not only ESAR members, but local law enforcement as Project Lifesaver Electronic Search Specialists. ESAR also searches for Pensacola’s Covenant Alzheimer’s Project Lifesaver enrollees.

Nationwide, this program has helped recover well in excess of 3,000 people, with an average search time of 30 minutes, versus an average search time of 9 hours for those not in the program. Locally, ESAR has located persons in Project Lifesaver with an average search time of approximately 10 minutes.

Locating special needs persons, and returning them to safety quickly is extremely important. The longer a person with Alzheimer’s is lost, the greater the likelihood that they will become injured, or worse. Additionally, when a lost Autistic child is found



**Escambia
Search
And
Rescue**

deceased, just over 90% of the time, the cause of death is drowning. With all of the sources of water around our area, time is critical.

With the amazing success of the Project Lifesaver program, one of ESAR's goals is to increase awareness of the program, and increase participation. As such, ESAR is requesting the donation of a vehicle that can be outfitted in such a manner as to advertise the ESAR Project Lifesaver service. This vehicle would be placed on display at public events, utilized during monthly maintenance of Project Lifesaver transmitters, and would be used as a response vehicle in the event of a search.

Any help you and your department can provide is greatly appreciated. If you have any questions about ESAR or Project Lifesaver, please feel free to call.

Thank you,

Jon Rhodes, Director
Project Lifesaver Electronic Search Specialist, Trainer
Escambia Search And Rescue



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

January 12, 2016

Mr. Chris Craig
Traffic Safety Administrator
605 Suwannee Street, MS53
Tallahassee, FL 32399

In 2009, through the Florida Department of Transportation, the Gulf Breeze Police Department acquired a 2009 Chevrolet Silverado Hybrid; VIN# 2GCFC135891113369. The project number is SC-09-13-20. This vehicle has met contract requirements and has exceeded its useful life.

In view of the above, we are requesting your permission to donate this vehicle to a non-profit organization, the Escambia Search and Rescue. Your assistance with this is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Robert Randle".

Robert Randle
Chief of Police

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



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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.
SECRETARY

January 15, 2016

Chief Robert Randle
City of Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, Fl. 32561

RE: Gulf Breeze Aggressive Driving and Speed Control Project
Project Number: SC-09-13-20
Contract Number: APH52

Dear Chief Randle:

This letter is in response to your request to dispose of the following vehicle purchased with Federal Highway Funds:

2009 Chevrolet Silverado Hybrid VIN# 2GCFC135891113369

Your request is hereby approved, and you may proceed with removing the vehicles from your inventory as requested. Once the vehicles are removed from inventory, please ensure that your agency completes the DOT 500-065-09 Non-Expendable Property Accountability Record and forwards a copy to this office.

Should you have any questions, please contact Pete Cohen at 850-414-4026.

Sincerely,

A handwritten signature in blue ink that reads "Chris Craig". The signature is written in a cursive, flowing style.

Chris Craig
Traffic Safety Administrator

CC/pc



U.S. Department
of Transportation
**National Highway
Traffic Safety
Administration**

Region 4
Alabama, Florida, Georgia,
South Carolina, Tennessee

Atlanta Federal Center
61 Forsyth Street, S.W.
Suite 17130
Atlanta, GA 30303-3104
Phone: 404-562-3739
Fax: 404-562-3763

January 15, 2016

Chris Craig
Traffic Safety Administrator
Department of Transportation
605 Suwannee Street, MS-17
Tallahassee, FL 32399-0450

Dear Mr. Craig:

This letter is in response to your letter dated January 14, 2016 requesting approval to dispose of equipment purchased for the Gulf Breeze Aggressive Driving and Speed Control Project (SC-09-13-20). You are approved to dispose of the 2009 Chevrolet Silverado Hybrid with the following VIN 2GCFC135891113369.

This correspondence herewith becomes an addendum to the grant file. Should you have any questions, feel free to contact Sandy Richardson or me at (404) 562-3739.

Sincerely,

Carmen N. Hayes
Regional Administrator



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.
SECRETARY**

January 14, 2016

Ms. Carmen N. Hayes
Regional Administrator
National Highway Traffic Safety Administration
Atlanta Federal Center, Suite 17T30
61 Forsyth Street, S.W.
Atlanta, GA 30303

**RE: Gulf Breeze Aggressive Driving and Speed Control Project
Project Number: SC-09-13-20
Contract Number: APH52**

Dear Ms. Hayes:

Pursuant to 23 CFR Part 1200-Uniform Procedures for State Highway Safety Programs, Subpart D-Administration of the Highway Safety Grants Section 1200.31 Equipment (d) Major Purchases and Dispositions; we are requesting that the following vehicle purchased with grant funds in Federal Fiscal Year 2006 be removed for disposal:

2009 Chevrolet Silverado Hybrid VIN# 2GCFC135891113369

As the vehicle has met the contractual requirements and exceeded its useful life, the Gulf Breeze Police Department is seeking permission to dispose of this vehicle.

Your approval will be most appreciated. If you have any questions, please contact Pete Cohen at 850-414-4026.

Sincerely,

Chris Craig
Traffic Safety Administrator

CC/pc



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

SE:K
D.O.T.
SAFETY OFF.
2016 JAN 14 PM 2:12

January 12, 2016

Mr. Chris Craig
Traffic Safety Administrator
605 Suwannee Street, MS53
Tallahassee, FL 32399

In 2009, through the Florida Department of Transportation, the Gulf Breeze Police Department acquired a 2009 Chevrolet Silverado Hybrid; VIN# 2GCFC135891113369. The project number is SC-09-13-20. This vehicle has met contract requirements and has exceeded its useful life.

In view of the above, we are requesting your permission to donate this vehicle to a non-profit organization, the Escambia Search and Rescue. Your assistance with this is greatly appreciated.

Sincerely,

Robert Randle
Chief of Police

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City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 2/25/2016

Subject: Police Pension Payment

In the process of completing the 2015 Annual Report for the Police Pension Plan, the administrator noted that the City was short on the employer contribution for 2015. This shortfall stemmed from a delay in the close-out of the 2014 program year. You will recall that we found an error in the original 2014 actuarial report that indicated that the City had a shortfall of approximately \$82,000. Our review of the original report highlighted the fact that the assumptions being used did not reflect the changes to the plan implemented in early 2014. After pointing out these errors in the report to the actuary, the City received an updated, but delayed report. The revised report reflected a shortfall of \$15,106 due to investment return results being less than originally projected. The delay in the final report made it more efficient to make up the 2014 shortfall with contributions originally earmarked for 2015 to meet timing obligations.

As Mr. Milford recommends in the enclosed memorandum, we now need to reconcile the resulting 2015 shortfall. I concur with his recommendation. This needs to be resolved before the Annual Report is accepted and the State makes its contribution to the Plan. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council authorize a “catch-up” payment of \$15,106 to FMPTF to meet the City’s 2015 employer contribution to the Retirement Plan and Trust for the City’s Police Officers.

Enclosures

Memo

To: Edwin Eddy
From: Steve Milford 
Date: February 16, 2016
Re: Catch Up Payment for 2015 Police Pension Plan Contributions

As you recall we experienced a delay in obtaining our final actuarial report due to the actuary utilizing old/incorrect assumptions in their first 2014 report for the Police Pension - Defined Benefit Plan. The delayed issuance of the corrected 2014 report ultimately indicated an approximately \$15,000 contribution shortfall calculated for the 2014 year. This was resolved by requesting that the initial contributions made in 2015 be applied to that shortfall, so that we could secure the State's contribution for that year within the required timeframe.

The accompanying letter from Stephanie Forbes of the Florida League of Cities Pension Administration office requests that we need to make up the shortfall caused by applying a portion of the 2015 payment to the 2014 deficit. Funding this shortfall is necessary to fulfill the requirements to enable the State to make its contribution for the 2015 year.

Recommendation:

That the City Council approve the necessary catch up payment of \$15,106 to fulfill the City's contribution obligation for 2015 to the Police Pension Plan.



January 12, 2016

Mr. Steve Milford
Finance Director
City of Gulf Breeze
P.O. Box 640
Gulf Breeze, FL 32562

**RE: 2015 Annual Report
Gulf Breeze Police Officers**

Dear Mr. Milford:

Enclosed you will find a partially completed 2015 Annual Report which is due to the Division of Retirement by **March 15, 2016**. Please review all areas of the annual report and report any discrepancies to our office. This report is sent each year for eligibility determination of the 175/185 Excise Tax Distribution. **Please complete the highlighted areas and submit the EXECUTED COPY TO OUR OFFICE as soon as possible. The FMPTF will submit the completed annual report to the Division of Retirement. In addition to the 2015 Annual Report, please forward copies of any ordinances/resolutions pertaining to your plan that were adopted during the 2015 plan year. It looks like the City is short on Employer Contributions by \$15,106. Please note the State will not approve the Annual Report until the City has paid the minimum required contributions.**

The following represents a quick list of items to include before submitting the completed 2015 Annual Report to the FMPTF:

- a. Chairman and Secretary signatures (notarized) (page 1)
- b. Name of trustees (page 2)
- c. Dates of required quarterly board meetings (page 2)
- d. List (and copies) of all ordinances/resolutions passed during the reporting period (page 2)
- e. **NEW REQUIREMENT – The bottom of page 2, questions 5-9.**
- f. Name of Actuary and Legal Advisor (page 3)
- g. Total calendar year 2015 department payroll (page 6)
- h. On page 7, please answer questions 1 c & d.

Chapter plans with assets of \$250,000 or more are required to submit an annual audit. Please forward a copy of the annual audit report directly to the Division of Retirement.

Should you have any questions, I may be reached at 800-616-1513 ext. 3661.

Sincerely,

Stephanie Forbes
Financial Analyst

Enclosure

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver,  Deputy City Manager

Date: 2/24/2016

Subject: Appraisal Proposal

Enclosed is a proposal from Calhoun, Collister & Parham (CC&P) for the appraisal of the value of the non-exclusive easements across what has been referred to as Parcel 101 from the end of the Catawba Street right of way to the mean high water line of Pensacola Bay. The acquisition of this easement was authorized by Resolution 03-16 approved by the City Council on January 19, 2016. The valuation of this easement is needed prior to taking steps to acquire the easement by negotiation, contract, eminent domain or other lawful means as contemplated in the aforementioned resolution.

CC&P is a highly rated firm in these types of actions and has been vetted by David Smolker, who has been retained by the City as legal counsel. This work includes a fee simple valuation of the two quiet title parcels, a valuation of the existing easement interests in the parcels and the valuation of the non-exclusive easements being sought by the City. The cost for this service will not exceed \$9,500.00

I recommended that this proposal be presented to the City Council for consideration and approval. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council approve the proposal dated February 18, 2016 from Calhoun, Collister & Parham, Inc. for appraisal services related to easement acquisition at a cost not to exceed \$9,500.00.

Enclosure



Calhoun, Collister & Parham, Inc.

Real Estate Appraisers & Consultants

Jacksonville Office

10151 Deerwood Park Blvd.,
Building 200, Suite 250
Jacksonville, Florida 32256-0557
Phone: (904) 764-0200
Toll Free (800) 280-8140
Fax: (904) 764-4006

Tampa Office

10014 N Dale Mabry Highway
Suite 201
Tampa, Florida 33618-4426
Phone: (813) 961-8300
Toll Free (800) 280-8150
Fax: (813) 962-6363

West Palm Beach Office

777 South Flagler Drive
Suite 800 – West Tower
West Palm Beach, FL 33401
Phone: (561) 909-3176
Toll Free (800) 280-8140
Fax: (561) 909-3177

February 18, 2016

David Smolker, Esquire
Smolker Bartlett Loeb Hinds & Sheppard
100 North Tampa Street
Suite 2050
Tampa, FL 33602

Re: Appraisal Services
City of Gulf Breeze
Catawba Street Beach Easement
Parcels 101 and 101A

Dear Mr. Smolker,

It was a pleasure speaking with you. Thank you for this opportunity to work with you and your clients. As you requested, I am providing you with our proposal for performing appraisal services on the City of Gulf Breeze Catawba Street Beach Easement Parcels 101 and 101A, depicted in yellow on the attached drawing.

The intent of our appraisal will be to determine the value of a perpetual non-exclusive easement interests to be acquired by the City of Gulf Breeze for each of the two parcels.

The scope of work performed in completing this appraisal will include:

- discussions with the clients;
- identification and inspection of the subject property;
- determination of the appraisal problem and an appropriate scope of work for this assignment;
- research into physical and economic factors regarding properties in the market area as related to value;
- highest and best use analysis of the subject property, taking into consideration development trends in the area;
- identification and inspection of all comparable sales;
- extensive data research including verification of all market data with persons knowledgeable of the details and intricacies of each sales transaction;

Mr. David Smolker
Smolker Bartlett Loeb Hinds & Sheppard
February 18, 2016
Page 2

- the fee simple valuation of the Parcels 101 and 101A.
- the valuation of the existing easement interests in Parcels 101 and 101A.
- the valuation of a perpetual non-exclusive easement interests to be acquired by the City of Gulf Breeze.

Our fee for performing this appraisal will be based on my hourly rate of \$225 and the hourly rates of my appraisal associates which range from \$90 to \$185, payable monthly. The total cost to prepare separate appraisal reports for each of the two parcels will not exceed \$9,500. It is understood the function of this appraisal is for negotiation purposes. Should the purpose of the appraisals evolve to litigation, additional work will be required by us at additional cost.

Thank you again for this opportunity to work with you.

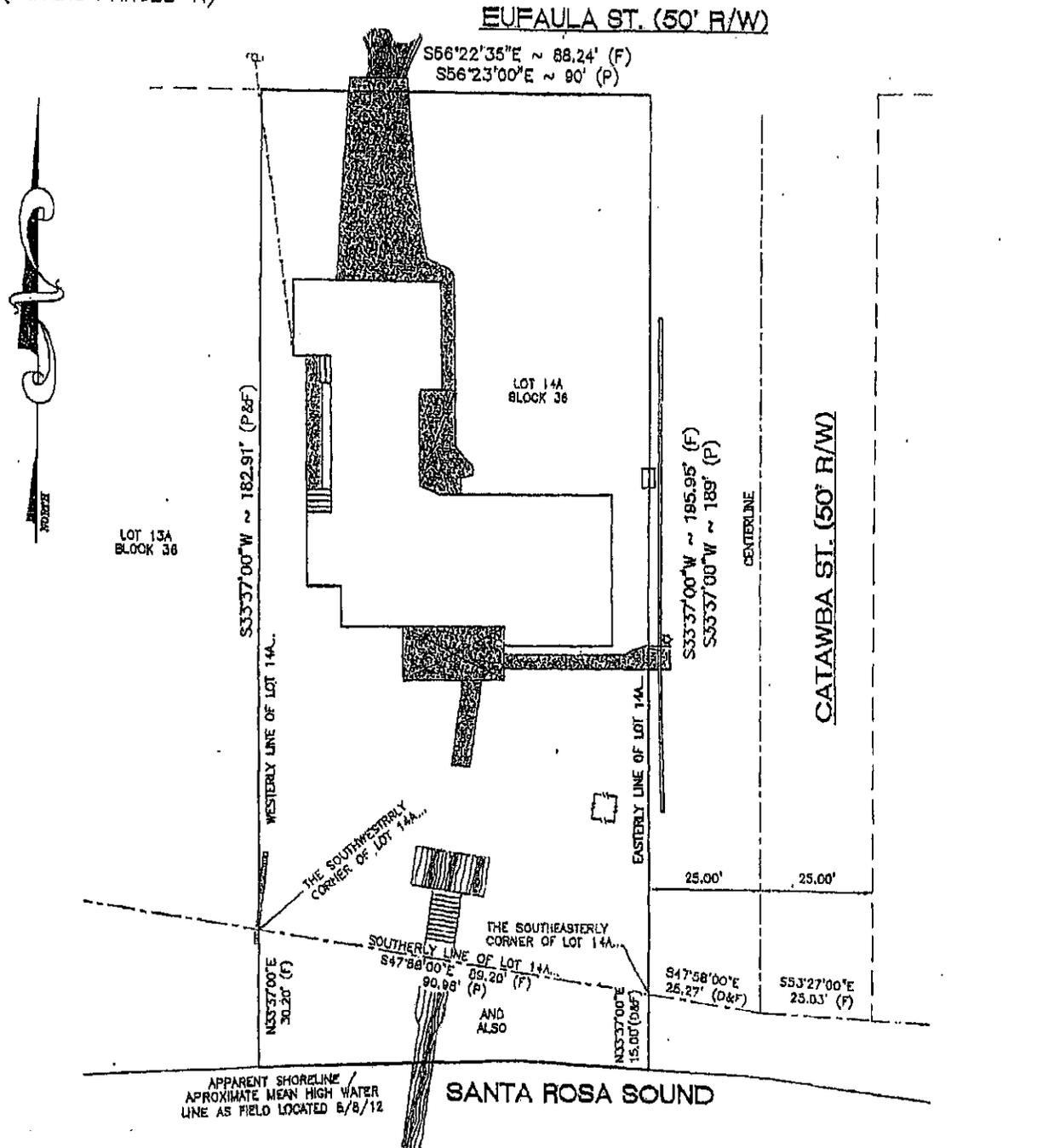
Sincerely,

CALHOUN COLLISTER & PARHAM, INC.



Richard H. Parham
State-Certified General
Real Estate Appraiser
RZ2256

RHP/lr
Attachment



SEE BOUNDARY SURVEY 12-5180-S-1 (REESE PARCEL-A), FOR BOUNDARY AND IMPROVMENT DETAILS.



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Panama, Florida 32603

Phone: (850) 478-4823
Fax: (850) 478-4824

EXHIBIT-1
(REESE PARCEL-A)
OF A PORTION OF
CASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP

**REESE EXISTING PARCEL
AND QUITE TITLE PARCEL**

SEE BOUNDARY SURVEY 12-5180-S-1 (REESE PARCEL-B),
SIGNED MAY 23, 2012, FOR BOUNDARY AND IMPROVMENT DETAILS.

DESCRIPTION:

(AS FURNISHED)

LOT 14A, 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 88-A OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

AND ALSO:

(AS FURNISHED)

THE UNPLATTED PARCEL OF LAND LYING BETWEEN SAID LOT 14A 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 14A, THE EXTENSION OF THE EASTERLY
AND WESTERLY BOUNDARY LINES OF SAID LOT 14A 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 LOT 14A, AND THE HIGH WATER MARK, AND BETWEEN THE EXTENSIONS OF THE EASTERLY
AND WESTERLY LOT LINES TO THE WATER, OF LOT 14A.

AND ALSO: (AS PREPARED BY MERRILL PARKER SHAW, INC.)
(QUITE TITLE PARCEL)

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE SOUTHEASTERLY CORNER
OF LOT 14A, 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 88A, OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA;
THENCE GO SOUTH 47 DEGREES 58 MINUTES 00 SECONDS EAST ALONG A PROJECTION OF THE
SOUTHERLY LINE OF SAID LOT FOR A DISTANCE OF 25.27 FEET TO AN INTERSECTION WITH THE
CENTERLINE OF CATAWBA ST. (60' R/W); THENCE GO SOUTH 33 DEGREES 37 MINUTES 00
SECONDS WEST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 13.00 FEET TO
A POINT HERINAFTER REFERED TO AS POINT "A", THENCE CONTINUE SOUTH 33 DEGREES 37
MINUTES 00 SECONDS WEST ALONG A PROJECTION OF SAID CENTERLINE FOR A DISTANCE OF 1.0
FOOT MORE OR LESS TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF SANTA
SOUND; THENCE MEANDER NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE TO AN
INTERSECTION WITH A PROJECTION THE EASTERLY LINE OF THE AFORESAID LOT 14A; THENCE
DEPARTING SAID MEAN HIGH WATER LINE GO NORTH 33 DEGREES 37 MINUTES 00 SECONDS
EAST ALONG A PROJECTION OF SAID EASTERLY LOT LINE, FOR A DISTANCE OF 1.0 FOOT MORE
OR LESS TO A POINT HERINAFTER REFERED TO AS POINT "B", SAID POINT "B", LYING NORTH
52 DEGREES 29 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 25.08 FEET FROM THE
AFORESAID POINT "A"; THENCE CONTINUE NORTH 33 DEGREES 37 MINUTES 00 SECONDS EAST
ALONG SAID PROJECTION OF THE EASTERLY LINE OF LOT 14A, FOR A DISTANCE OF 15.00 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.

PAGE 1 OF 2



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4920 N. Davis Highway
Pensacola, Florida 32503

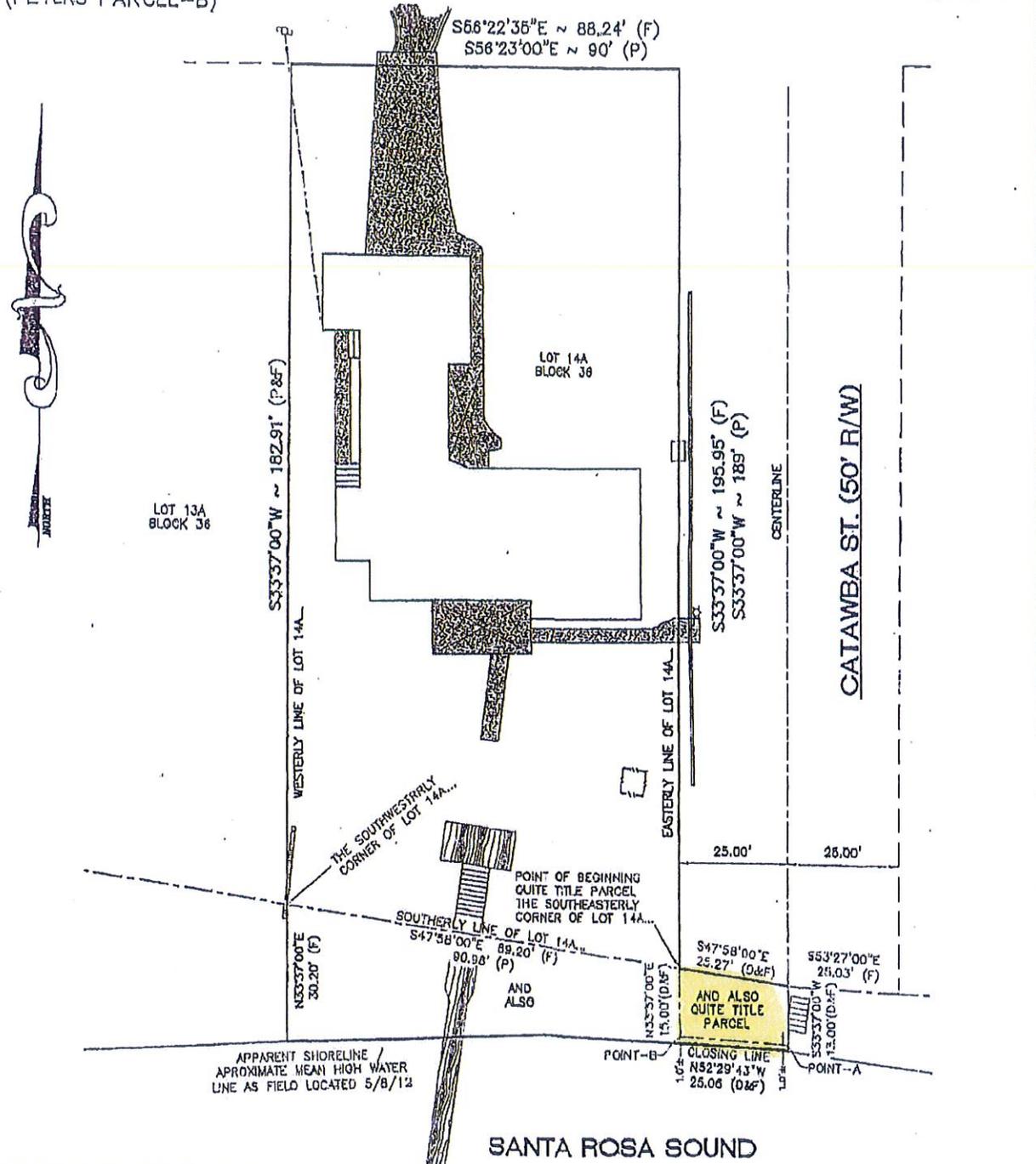
Phone: (850) 478-4923
Fax: (850) 478-4924

EXHIBIT-2
(REESE PARCEL-B)

OF A PORTION OF
CASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP





SEE BOUNDARY SURVEY 12-5180-S-1 (REESE PARCEL-B), FOR BOUNDARY AND IMPROVMENT DETAILS.



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING
4928 N. Davis Highway
Panama City, Florida 32303
Phone: (850) 478-4923
Fax: (850) 478-4924

EXHIBIT-2
(REESE PARCEL-B)
OF A PORTION OF
CASA BLANCA PARCEL NO. 2
PREPARED BY: AES CHECKED BY: EWP

PETERS EXISTING PARCEL

SEE BOUNDARY SURVEY 12-5180-S-1 (PETERS PARCEL-A),
SIGNED MAY 23, 2012, FOR BOUNDARY AND IMPROVMENT DETAILS.

DESCRIPTION:

(AS FURNISHED)
LOT 15A, BLOCK 38, CASABLANCA SUBDIVISION, PARCEL NO. 2, A PORTION OF SECTION 8,
TOWNSHIP 3 SOUTH, RANGE 29 WEST, ACCORDING TO PLAT RECORDED IN PLAT BOOK "A" AT
PAGE 88-A OF THE PUBLIC RECORDS OF SANTA ROSA COUNTY, FLORIDA.

AND ALSO:
(AS FURNISHED)

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 LOT 15A, AND THE HIGH WATER MARK, AND BETWEEN THE EXTENSIONS OF THE EASTERLY
AND WESTERLY LOT LINES TO THE WATER, OF LOT 15A.



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
Panacea, Florida 32803

Phone: (880) 478-4923
Fax: (880) 478-4924

EXHIBIT-1
(PETERS PARCEL-A)
OF A PORTION OF
CASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP

PROJECT # 12-5180-S-1
(PETERS PARCEL-A)

1"=90'

5/23/12

EUFAULA ST. (50' R/W)

RADIUS = 1682.69' (F)
LENGTH = 90.71' (F)
DELTA = 3°05'10" (F)
CHORD BEARING = S50°17'02"E (F)
CHORD DISTANCE = 90.70' (F)



LOT 14A
BLOCK 36

CATAWBA ST. (50' R/W)

CENTERLINE

S 33°53'23" W ~ 201.95' (F)
S 33°53'23" W ~ 196' (P)

LOT 15A
BLOCK 36

S 33°37'00" W ~ 209.65' (F)
S 33°37'00" W ~ 210' (P)

LOT 16A
BLOCK 36

25.00'

25.00'

WESTERLY LINE OF LOT 15A

EASTERLY LINE OF LOT 15A

SOUTHERLY LINE OF LOT 15A
S 63°27'00" E ~ 81.73' (F)
80' (P)

AND ALSO

S33°37'00"W
233.31' (F)

SANTA ROSA SOUND

APPARENT SHORELINE /
APPROXIMATE MEAN HIGH WATER
LINE AS FIELD LOCATED 5/8/12

SEE BOUNDARY SURVEY 12-5180-S-1 (PETERS
PARCEL-A), FOR BOUNDARY AND IMPROVMENT
DETAILS.

PAGE 2 OF 2



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4828 N. Davle Highway
Pensacola, Florida 32503

Phone: (850) 478-4823
Fax: (850) 478-4824

EXHIBIT-1
(PETERS PARCEL-A)

OF A PORTION OF
GASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP

**PETERS EXISTING PARCEL
AND QUITE TITLE PARCEL**

SEE BOUNDARY SURVEY 12-5180-S-1 (PETERS PARCEL-B),
SIGNED MAY 23, 2012, FOR BOUNDARY AND IMPROVMENT DETAILS.

DESCRIPTION:

(AS FURNISHED)

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.

AND ALSO:

(AS FURNISHED)

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 LOT 15A, AND THE HIGH WATER MARK, AND BETWEEN THE EXTENSIONS OF THE EASTERLY
AND WESTERLY LOT LINES TO THE WATER, OF LOT 15A.

AND ALSO: (AS PREPARED BY MERRILL PARKER SHAW, INC.)
(QUITE TITLE PARCEL)

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 88A, 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 A DISTANCE OF 16.00 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 SOUND;
THENCE MEANDER NORTHWESTERLY ALONG SAID MEAN HIGH WATER LINE TO AN INTERSECTION
WITH A PROJECTION 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 A 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 83 DEGREES 27 MINUTES 00
SECONDS EAST ALONG THE WESTERLY 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.



MERRILL PARKER SHAW, INC.
PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4926 N. Davis Highway
Pensacola, Florida 32503

Phone: (850) 478-4923
Fax: (850) 478-4924

EXHIBIT-2
(PETERS PARCEL-B)
OF A PORTION OF
CASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP

PROJECT # 12-5180-S-1
 (PETERS PARCEL-B)

5/23/12

EUFULA ST. (50' R/W)

1"=30'
 RADIUS = 1852.69' (F)
 LENGTH = 80.71' (F)
 DELTA = 3°05'18" (F)
 CHORD BEARING = S68°17'02"E (F)
 CHORD DISTANCE = 80.70' (F)



LOT 14A
 BLOCK 36

CATAWBA ST. (50' R/W)

CENTERLINE

S 33°53'23" W ~ 201.95' (F)
 S 33°53'23" W ~ 196' (P)

LOT 16A
 BLOCK 36

S 33°37'00" W ~ 209.65' (F)
 S 33°37'00" W ~ 210' (P)

LOT 16A
 BLOCK 36

POINT OF BEGINNING
 QUITE TITLE PARCEL
 THE SOUTHWESTERLY
 CORNER OF LOT 15A...

25.00'

25.00'

WESTERLY LINE OF LOT 15A

EASTERLY LINE OF LOT 15A

N33°37'00"E
 13.00' (D&F)

S53°27'00"E
 25.03' (D&F)

S33°37'00"W
 15.00' (D&F)

SOUTHERLY LINE OF LOT 15A
 S 53°27'00" E ~ 91.73' (F)
 90' (P)

AND ALSO

POINT-B

POINT-A

CLOSING LINE
 N48°53'08"W
 25.14' (D&F)

APPARENT SHORELINE /
 APPROXIMATE MEAN HIGH WATER
 LINE AS FIELD LOCATED 5/8/12

SEE BOUNDARY SURVEY 12-5180-S-1 (PETERS
 PARCEL-B), FOR BOUNDARY AND IMPROVMENT
 DETAILS.

PAGE 2 OF 2



MERRILL PARKER SHAW, INC.
 PROFESSIONAL CIVIL ENGINEERING AND SURVEYING

4928 N. Davis Highway
 Pensacola, Florida 32503

Phone: (850) 478-4823
 Fax: (850) 478-4824

EXHIBIT-2
 (PETERS PARCEL-B)
 OF A PORTION OF
 OASA BLANCA PARCEL NO. 2

PREPARED BY: AES CHECKED BY: EWP

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Curt Carver, Deputy City Manager
Date: 2/12/2016
Subject: VHB Invoice for Consulting Services

On September 21, 2015, the City Council acting in its capacity as the CRA Board of Directors approved a change order with VHB to review the draft FDOT design-build RFP for the Pensacola Bay Bridge project. The amount of that change order was a not to exceed price of \$4,500. A copy of the minutes from that meeting are enclosed. An initial draft of that review was prepared, but not finalized. It is enclosed for your information. This work was stopped however, when it became apparent that FDOT was no longer considering external comments on the project.

Enclosed is the invoice for this work. The City only received the invoice recently. The original was "lost in the mail." Since the initial work was performed, VHB should be paid accordingly. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council meet in its capacity as the CRA Board of Directors and approve payment of invoice no. 0208925 from VHB in the amount of \$2,327.05.

Enclosures

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

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Wednesday, September 21, 2015, at 6:58 p.m.

The following members were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Councilman David G. Landfair, and Mayor Matt Dannheisser. Mayor Pro Tem Joseph Henderson was not in attendance.

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

ACTION AGENDA ITEM:

- A. Approval to retain a consultant to review and provide input on the Request for Proposal for the new Pensacola Bay Bridge design build plan

Reference: Deputy City Manager memo dated September 18, 2015

Recommendation: That Community Redevelopment Board authorize a change order in the amount of \$4,500 to Vanasse Hangen Brustlin, Inc. (VHB) to review the raft-design build request for proposal for the Pensacola Bay Bridge replacement and provide a written recommendation to be considered by the Florida Department of Transportation.

Councilman Landfair made a motion to approve staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

NEW ITEMS: None

PUBLIC FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 7:05 p.m.


Leslie A. Guyer, City Clerk


Matt E. Dannheisser, Mayor



Invoice

Please remit to:
Vanasse Hangen Brustlin, Inc.
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471
 617.924.1770 F 617.924.2286

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

Invoice No: **0208925**
 November 04, 2015
 VHB Project No: 61691.01

Invoice Total \$2,327.05

Gulf Breeze Master Plan

Professional Services Thru October 24, 2015

Task 00000 Reimbursables

Reimbursable Expenses

Printing		2.05	
Total Reimbursables		2.05	2.05
	Total this Task		\$2.05

Task 50000 Bridge RFP Review

Professional Personnel

	Hours	Rate	Amount	
Principal 1	4.00	230.00	920.00	
Technical/Professional 12	8.00	150.00	1,200.00	
Technical/Professional 06	.50	90.00	45.00	
Technical/Professional 05	2.00	80.00	160.00	
Totals	14.50		2,325.00	
Total Labor				2,325.00
	Total this Task			\$2,325.00

Total this Invoice \$2,327.05



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

Vanasse Hangen Brustlin, Inc.

Invoice

Billing Period thru 10/24/15

Project No.: 61691.01

Project Title: City of Gulf Breeze/Gulf Breeze Master Plan

Task 5000 Bridge RFP Review – Review of Pensacola Bay Bridge Design Build draft RFP to identify potential issues as requested by the City. Prepared and submitted technical memorandum summarizing review of the draft RFP.



Archimedia Solutions Group - VHB Billing Backup Report
125 Liberty Street #301
Danvers, MA 01923

Project Number: 61691.01

Period: 201511

Date	Location	Job Type	User	Total
9/23/2015	Orlando FL	B/W Laser Printing	CJackowski	\$0.09
9/23/2015	Orlando FL	Sm Fmt Color Printing	CJackowski	\$1.96
			Total	\$2.05



To: Matt Dannheisser
Edwin "Buzz" Eddy
Gulf Breeze, FL

Date: October 9, 2015

Memorandum

Project #: 61691.03

From: Mark Bertoncini, PE
Curt Ostrodka, AICP

Re: Preliminary Draft Design-Build Request for Proposals for the
Pensacola Bay Bridge

Pursuant to your request, VHB has reviewed the Draft Preliminary "Design-Build Request for Proposal (RFP) for Pensacola Bay Bridge Replacement" provided by the City on September 20, 2015. The following is provided for informational purpose to assist the City with providing stakeholder input into the Design-Build process for the Pensacola Bay Bridge. The attachments referenced in the RFP were not provided nor reviewed.

Comments

Maintenance of Traffic

On April 8, 2015, the Florida-Alabama Transportation Planning Organization (TPO) approved **Resolution FL-AL 15-17** supporting the Maintenance of Traffic (MOT) Plan Recommendations and urged FDOT to include these recommendations in the Design/Build criteria. These recommendations, including the proposed staging concepts, should be considered to be attached as part of the RFP.

Special/seasonal events management:

The RFP identifies eleven Special Events on page 31. Page 56 of the RFP states that "NO LANE CLOSURES are allowed on the Project during the Special Events days previously listed in this RFP in order to minimize potential impacts to the events." The City could provide known or anticipated dates for the special events to assist the contractor in developing its schedule. The City should determine if there are any additional events to be added to the list.

Access to Public Parks:

The RFP provides access for emergency use (page 5), or bicycle and pedestrian traffic. Page 56 states that "The Design-Build Firm shall maintain pedestrian and bicycle facilities to the greatest extent feasible. At the point in time when the Design-Build Firm closes the Gulf Breeze Wayside Park, all sidewalk connecting to the park shall be closed if located within the construction work zone or if it connects to the construction work zone." The City should request that the contractor maintain public access to the parks during the special events listed on page 31.

The RFP contains many specific references to Wayside Park (page 5, page 63), including the reference to the City's future second boat ramp and the number of future parking spaces. The City should carefully review these references to determine if the proposed improvements are in line with its expectations.



Landscape Opportunity Plans

The contract has specific requirements for landscape on page 81 and page 63 and a preliminary landscape design will be completed under this contract, however, the actual landscape work will be completed as a separate construction contract. The City may want to request some specific items, such as decorative concrete inlay designs, be added to Section R on page 81 or to the Aesthetics attachment. The City should request that the selected contractor provide renderings of aesthetic elements for review prior to public meetings.

Informational

Construction Schedule

The current schedule is 1,770 days. A contractor can propose a shorter contract time and be awarded additional points (one additional point for a 1,409-1,589 days; two additional points for 1,328-1,408 days), as shown on page 87. In addition, page 30 allows for a bonus payment of \$15 million if the contractor satisfies contract duration criteria specified in the *Design-Build Division I Specifications* (this document was not available for review). These bonuses provide incentives for the contractor to propose and meet a shorter schedule.

Contractor Selection

City could request that they be an advisor to the selection committee. As an agency partner, the City would like to support the Department in providing local feedback and understanding, but also recognizes that the City would have no vote regarding selection.

New Recreational Facilities

Additional amenities such as boat ramps and walking promenade could be requested and designed by the same contractor; this would require a Joint Participation Agreement (JPA) to define funding responsibilities. As stated on page 5, the contractor will accommodate the City's design plans for the future second boat ramp in its parking lot circulation design.



City of Gulf Breeze

DEPARTMENT OF PARKS AND RECREATION

To: Edwin A. Eddy, City Manager
From: Ron Pulley, Director of Parks & Recreation 
Subject: Trees on St. Francis Drive adjacent to the Route 399 off ramp
Date: February 24, 2016

After conducting a thorough evaluation of the conditions that exist in this location, Ian Stone, Senior Forester for Santa Rosa County, Florida Forest Service and Glen Strange, Arborist with Panhandle Growers, are recommending an evergreen to replace the oaks that died on St. Francis Drive adjacent to the Route 399 off ramp.

Mr. Strange recommends the Brody Juniper as the most hearty, disease resistant, drought tolerant choice for this location. This evergreen reaches a height of 30 to 35 feet and width of 8 to 12 feet at maturity. This is a fast growing juniper that achieves 2 feet per year.

Mr. Strange further recommends the installation of twenty (20) 8 foot tall Brody Junipers spaced 25 feet apart and 10 feet off the St Francis sidewalk. Reaching maturity in 12 years, these trees will be expected to provide 10 feet of unobstructed space between trees, and no infringement upon the St. Francis sidewalk nor the Route 399 guardrail.

At a cost of \$14.00 per foot, total tree cost would be \$2,340.00 which includes delivery fees of \$100.00.

Recommendation

That Council authorize the use of CRA funds not to exceed \$2,600.00 for the purchase, delivery and installation of twenty (20) 8 foot Brody Juniper evergreens to be placed on the St. Francis Drive right of way, as described.



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Curt Carver, Deputy City Manager
Date: 2/25/2016
Subject: Solid Waste

As you know there are three pending issues with solid waste and recycling. These are:

1. An annual adjustment of rates provided for in the agreement between the City and Republic.
2. The announcement that Santa Rosa County is increasing tipping fees effective April 1st.
3. The downturn in the recyclables market that has caused the closure of nearby processing facilities leaving a large void in the City's ability to sustain the curbside program.

Points 1 and 2 above require some form of rate adjustments to avoid operational deficits from the curbside program and transfer station operations. Staff is recommending an increase effective in April to adjust for the February contractual increase of .5% in Republic's collection charges and the increase in landfill tipping fees that will go into effect on April 1st. The disposal cost of Class I waste is increasing 12.5% per ton and residential yard waste disposal is increasing by 45.5% since it is typically treated as a Class III waste by the landfill due to contaminants. Based on the composition of the City's residential waste stream, this produces a weighted average increase of approximately 25% for the disposal component of the rate structure. The typical residential customer will see an 8.2% increase in their monthly bill.

Steve Milford has provided additional background on the scheduled increases as well as the composition of the waste stream that was used in developing the above recommendation. His analysis also includes a discussion on the recycling issue and the potential cost increases that could be anticipated. However, since there is a great deal of uncertainty in this program, we have not included a cost adjustment for recycling in the resolution presented for the City Council's consideration. While that may be needed in the future, staff is recommending that any rate increase for this purpose be implemented at the time that fees are imposed. I also believe it is important to note that the recycling issue may be temporary. We have recently contacted ECUA

about the possibility of utilizing their recycling processing facility when it comes on line later this year. Preliminarily they have responded favorably. The amount of recycle materials the City generates is small enough that it does not pose any operational issues for ECUA. ECUA is currently developing an interlocal agreement for users of the facility and we should have a draft before the end of the month. Costs are unknown at this time, but will be based on a sliding scale tied to the value of recyclables. We expect that any fee will be lower than Class I tipping fees.

The enclosed resolution reflects the analysis and recommendations referred to above and includes impacts related to the contractual and tipping fee increases. Please do not hesitate to contact me if you have any questions.

Recommendation: That the City Council approve Resolution 04-16 regarding solid waste fees as presented.

Enclosures

RESOLUTION 04-16

WHEREAS Article V. Solid Waste, Section 19-186, of the City of Gulf Breeze Code of Ordinances allows for fee schedules for Solid Waste removal to be established by Resolution; and

WHEREAS the City Council of the City of Gulf Breeze has awarded a five (5) year contract for Solid Waste services to Republic Services (previously Allied Waste Services) as a result of a competitive bid process; and

WHEREAS the City's 2013 contract with Republic Services requires adjustment of rates from those currently in effect; and

WHEREAS the City of Gulf Breeze wishes to provide for a new fee structure as of March 2016 billings by the City; and

WHEREAS the City Council wishes to provide funding via this rate increase to be used for operating costs associated with the solid waste removal;

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

That effective March 1, 2016, the fee structure for solid waste removal shall conform to the rates on the fee schedule attached hereto as Exhibit 2016-A.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida on this _____ day of _____, 2016

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

Exhibit 2016 - A

Rates to be effective March 1, 2016.

	Paid to Franchisee (Service only)	Charged to Customer (Incl Disposal)
Curbside - Residential	\$10.78	\$19.14
Curbside - Senior	\$9.71	\$17.09
Curbside - Extra Kart	\$3.08	\$9.20
Sideyard - Residential	\$23.39	\$31.89
Sideyard - Senior	\$9.71	\$17.09
Sideyard - Disabled	\$9.71	\$17.09
Sideyard - Sr Disabled	\$9.71	\$17.09
Sideyard - Extra Kart	\$6.16	\$12.28
Sideyard - MSW & Rec	\$23.39	\$31.89
Commercial Svc -Recycle -Kart	\$8.65	\$9.06
Commercial Svc -Kart x1	\$14.32	\$25.00
Commercial Svc -Kart x2	\$18.42	\$39.78

Commercial Services - Maximum allowable rates
Billed directly to customer and includes disposal fees except
compactor and 30 yard rates

Commercial Recycle -2 yd x1 per week	\$31.25	Commercial Recycle -4 yd x1	\$ 43.75
Commercial Recycle -2 yd x3	\$55.99	Commercial Recycle -4 yd x3	\$ 84.27
Commercial Recycle -2 yd x5	\$93.31	Commercial Recycle -4 yd x5	\$ 145.58
Commercial Recycle -6 yd x 1	\$55.75	Commercial Recycle -8 yd x1	\$ 74.76
Commercial Recycle -6 yd x 3	\$101.25	Commercial Recycle -8 yd x3	\$ 122.86
Commercial Recycle -6 yd x 5	\$177.32	Commercial Recycle -8 yd x5	\$ 228.02

(Same fees as above for customer owned 6 yd compactors)

Commercial Svc -2yd x 1	\$51.17	Commercial Svc -4yd x 1	\$75.55
Commercial Svc -2yd x 2	\$67.23	Commercial Svc -4yd x 2	\$121.28
Commercial Svc -2yd x 3	\$104.29	Commercial Svc -4yd x 3	\$177.17
Commercial Svc -2yd x 4	\$133.75	Commercial Svc -4yd x 4	\$236.09
Commercial Svc -2yd x 5	\$166.90	Commercial Svc -4yd x 5	\$290.08
Commercial Svc -2yd x call	\$20.78	Commercial Svc -4yd x call	\$41.55
Commercial Svc -6yd x 1	\$101.98	Commercial Svc -8yd x 1	\$128.94
Commercial Svc -6yd x 2	\$173.95	Commercial Svc -8yd x 2	\$222.70
Commercial Svc -6yd x 3	\$250.31	Commercial Svc -8yd x 3	\$323.66
Commercial Svc -6yd x 4	\$327.35	Commercial Svc -8yd x 4	\$423.70
Commercial Svc -6yd x 5	\$407.17	Commercial Svc -8yd x 5	\$525.12
Commercial Svc -6yd x call	\$62.33	Comm - 8yd x call	\$83.10
Comm Svc - 6yd Compactor x 1	\$286.35 ⁽²⁾	30 Yd Rolloff or Compactor x1	\$852.03
Comm Svc - 6yd Compactor x 2	\$541.70 ⁽²⁾	30 Yd Rolloff or Compactor x2	\$1,704.06
Comm Svc - 6yd Compactor x 3	\$797.00 ⁽²⁾	30 Yd Rolloff or Compactor x3	\$2,556.08
Comm Svc - 6yd Compactor x 4	\$1,057.94 ⁽²⁾	30 Yd Rolloff or Compactor x4	\$3,408.00
Comm Svc - 6yd Compactor x 5	\$1,235.43 ⁽²⁾	30 Yd Rolloff or Compactor x5	\$4,260.14
		On call Roll Off 30yd	\$196.78

⁽¹⁾ Disposal costs billed separately

⁽²⁾ Rates presume compactor is customer owned

Memo

To: Edwin Eddy
From: Steve Milford *SM*
Date: January 19, 2016
Re: Summary Information on Santa Rosa County Resolution 16-04, Increasing Landfill Rates

After approximately 20 years of consistent landfill prices, Santa Rosa County has authorized a series of increases to raise both Class I (garbage) and Class III (construction) debris to \$40 per ton by April 2020 according to the following schedule in County Resolution 16-04:

	Current	Apr 2016	% Chg	Apr 2017	Apr 2018	Apr 2019	Apr 2020
Class I	\$32	\$36	12.5%	\$37	\$38	\$39	\$40
Class III	\$22	\$32	45.5%	\$34	\$36	\$38	\$40
Yard - Resid	\$18	\$22	22.2%	No further increases mentioned			
Yard - Comm	\$22	\$24	9.1%				
Tires	\$80	\$135	68.8%				
Special Waste	na	\$150	na				

While the resolution does not address recyclables separately, we have been informed to expect that continued suspension of recyclable separation activities will result in recyclable volumes charged at Class I disposal rates.

IMPLICATIONS FOR GULF BREEZE

The City's Solid Waste program does not have substantial reserves. As a result, price changes in contract services or in the disposal costs must be passed through to consumer rates promptly to avoid requiring a subsidy.

The City pays the County landfill for residential disposal of Class I, yard waste, and for recyclables (at zero cost). Additionally, the City pays for volumes collected at the transfer station. Based on the past year's records, the average monthly collection tonnage is as follows:

2015	Residential			Transfer Station		
	Class I	Yard	Recycling	Class I	Class III	Tires/Special
Avg Tons	161.6	69.7	45.5	27.3	97.9	3.1
% of All Waste	40%	17%	11%	7%	24%	1%
% of Residential	58%	25%	17%			

Total disposal monthly volumes averaged 405 tons with a range from a low of 295 tons to a high of 479 tons during 2015. Residential service averages 259 tons per month, ranging from a low of 190 tons to a high of 390 tons per month (combined Class I, yard waste and recycling volumes).

The weighted average price increase impacting residential service is discussed below, while the weighted average price increase impacting transfer station volumes is 39%. Without a rate change to address these increase costs, the solid waste operations is projected to fall short of budgeted performance by a minimum of an additional \$46,600.

YARD WASTE ISSUE

As of April 1, 2016, Class III rates will increase 45.5% to \$32, and the Commercial Yard Waste will increase 9.1% to \$24 per ton. Historically the City has not been concerned by whether collected yard waste was classified at the Santa Rosa County Landfill as yard waste or Class III waste because the per ton costs were identical at \$22 per ton.

Over the past years yard waste loads from the City have consistently been designated as Class III loads. Discussion with the landfill operations indicate that the City's yard waste loads are "contaminated" with pieces of construction material, old fencing and decking, and the loads are full of black plastic bags. (Note that any pressure treated scrap wood, new or old, would require the entire load be treated as Class I.)

The yard waste price change alone requires a \$0.14 per account price increase. The annual costs is estimated to be \$20,160 if all loads are charged as yard waste vs \$28,560 if all loads are considered Class III. The \$8,400 difference can be covered by a \$0.55 per month rate increase for a potential total of \$0.69 increase attributed to yard waste costs. The alternative is to attempt to foster behavioral changes in our residents, requiring paper yard waste bags and require restrictive collection by our contractor to only those items that will not contaminate a yard waste load.

RECYCLING ISSUE

Due to weak/non-existent demand for recyclables in this area and the cost of shipping recyclables to major recovery centers (estimated at \$130 to \$160 per ton), private recycling centers have closed and public landfill separation operations are ceasing. From the Navarre Press:

The Dec. 16 announcement by Santa Rosa County that recycling services would no longer be available led to a community outcry for the county to find resolution. The past agreement was for waste service providers to pick up customers' recycling at curbside and transport it to Central Landfill for pick-up by Emerald Coast Utilities Authority to transport it to a recycle processing center. ECUA did not charge the county for transportation of the recyclables and the county did not receive any proceeds from the recyclables given to ECUA.

The problem arose when the major processing facility, IREP, went out of business in Oct. 2015. ECUA then began transporting the recyclables to Tarpon Paper Company in Robertsedale, Ala. The facility is smaller than IREP and could not process the amount of recyclables ECUA was delivering. ECUA then ended its agreement with Santa Rosa County, leaving them without a way to process the goods.

At the Santa Rosa County Commission Committee meeting Jan. 11, the county was presented with an alternative plan to work with Tarpon Paper Company. According to Ronald Hixson, environmental manager for the county, Tarpon Paper Company will accept between 75 and 100 tons per week of recyclables for processing. This represents approximately 40 – 50 percent of the total recyclables collected in the county. The remaining percentage of recyclables would be diverted to the Central Land Fill. The total fees from Tarpon would be \$16.50 per ton. The fee for transporting the goods from Santa Rosa County to Robertsedale, Ala. would be an additional \$18 per ton.

Ultimately the board of commissioners decided the Tarpon Paper plan was too cost prohibitive to consider, therefore 100% of recyclable materials will end up in the landfill. ECUA is building a processing plant in Escambia County that is scheduled to be ready for business in early July. The fees for those services remain to be seen along with what financial impact it will have on county residents to resume the service.

We expect, but cannot determine for certain, that residential single stream recycling from Gulf Breeze will be allowed into the Perdido material recovery site (Gulf Breeze is the only locality that collects glass in single stream recycling), and that County flow control ordinances will not restrict our ability to use the site.

Based on current average recycling volumes, and planning for the worst (Perdido does not open or accept our recycling) the impact to our disposal costs is estimated at \$19,872 annually or approximate \$0.82 per household per month.

DISPOSAL RATE CHANGE SUMMARY IMPACT

Residential BEST CASE	2015/ton	2016/ton	% of Waste	Wt Avg '15	Wt Avg '16	% Incr
Class I (garbage)	\$ 32.00	\$36.00	58.4%	\$18.688	\$21.024	12.5%
Recyclables	0.00	0.00	16.5%	0.00	0.00	0.0%
Yard Waste	22.00	24.00	25.2%	5.544	6.048	9.1%
Weighted Average Cost per ton				\$ 24.232	\$ 27.072	11.7%

Residential WORST CASE	2015/ton	2016/ton	% of Waste	Wt Avg '15	Wt Avg '16	% Incr
Class I (garbage)	\$ 32.00	\$36.00	58.4%	\$18.688	\$21.024	12.5%
Recyclables (CI I)	0.00	36.00	16.5%	0.00	5.940	n/a
Yard Waste (CI III)	22.00	32.00	25.2%	5.544	8.064	45.0%
Weighted Average Cost per ton				\$ 24.232	\$ 35.028	44.6%

<u>Disposal Cost per Household</u>	<u>Current/mo</u>	<u>2016 Best</u>	<u>2016 Worst</u>
Class I	5.44	6.12	6.12
Recycling	--	--	.82 *
Yard Waste	1.54	1.68	2.23
Total	6.98	7.80	9.17

SERVICE RATE CHANGE REQUEST

Annually, our collection contractor, Republic Services/ Allied, is eligible to request increases in the rates they are paid based on the regional CPI index changes. As of December 2015, the reported CPI increase was 0.5% from the prior year, which is the increase requested.

RECOMMENDED RATE TYPICAL CHANGES TO NON-COMMERCIAL CUSTOMERS

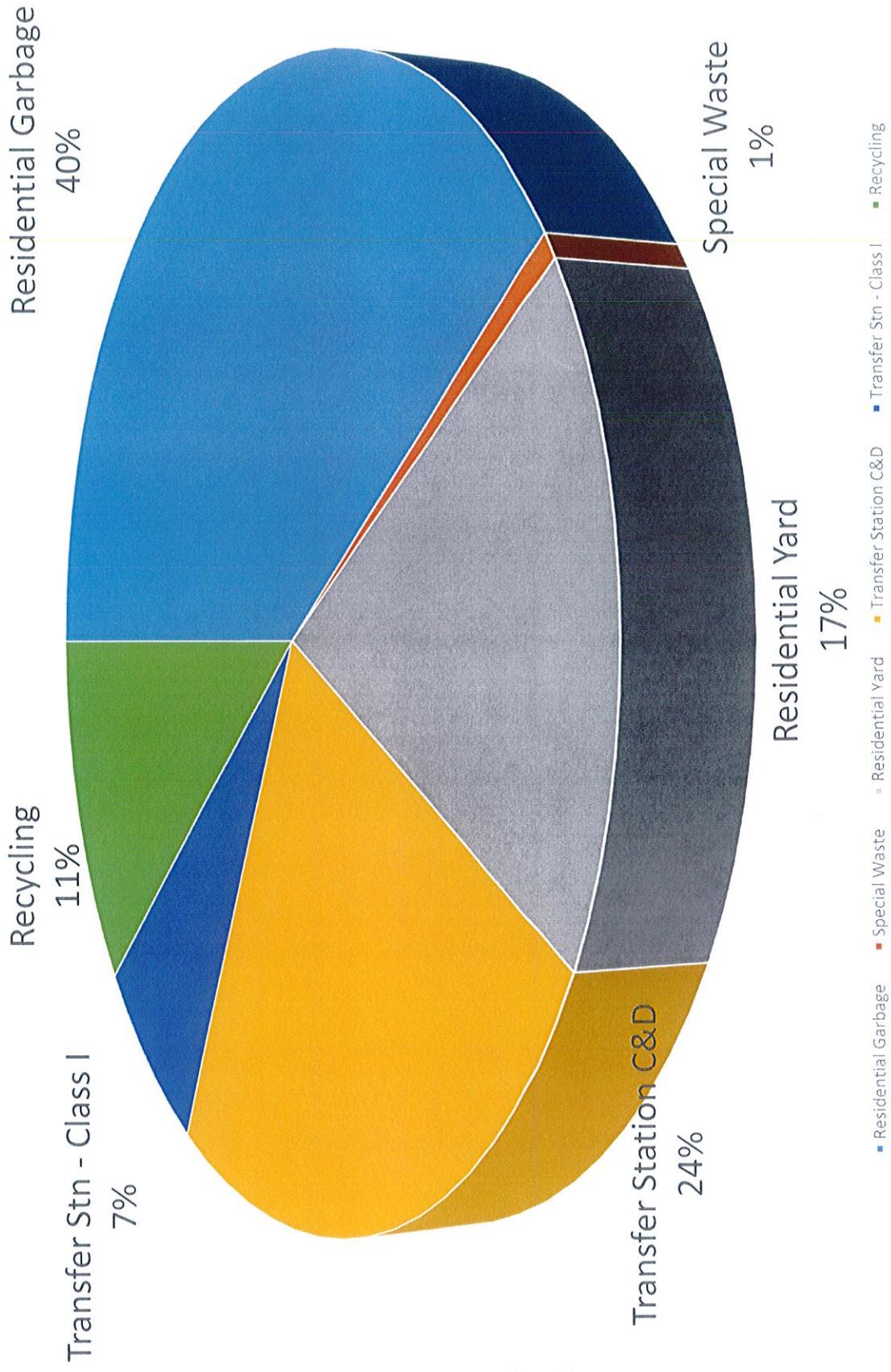
Service	Service Cost	Disposal & Admin	Current Rate	2016 Service	2016 Disposal	2016 Rate	Total % Incr
Single Kart + Yard + Recycle*	10.72	6.98	17.70	10.78	8.77*	19.55	10.5%
Extra Cart	3.06	5.44	8.50	3.08	6.12	9.20	8.2%
Senior Discount	9.66	6.04	15.70	9.71	7.79	17.50	11.5%
Commercial Kart	14.24	9.26	23.50	14.32	10.68	25.00	6.4%
Sideyard Premium	12.55	0.10	12.65	12.61	.14	12.75	0.8%

(* includes 50% of \$0.82 to cover recycle disposal costs – half of costs covered by Allied)

Staff also recommends a 50% rate increase at the Transfer station, with minimum loads increasing from \$10 to \$15 dollars; out of City loads increasing from \$20 to \$30; and contractor rates increasing from \$40 to \$60 per load, to be effective April 1, 2016

If the above recommendations are acceptable, staff will prepare a resolution reflecting the above adjustments to be effective March 1, 2016.

Waste by Type - Proportions
Range: 350 -450 tons/mo





January 20, 2015

Mr. Stephen Milford
Finance Director
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32562

Dear Steve,

It has been our pleasure to service the citizens of Gulf Breeze and we look forward to a continued partnership with you and the City for many years to come.

The Waste Collection Franchise Agreement allows for an adjustment to the collection fees based on the Consumer Price Index – All Urban Consumers – South Urban Region (CPI) in which the CPI increased a modest **0.5%** over the prior twelve months (attached). The residential and commercial collection rates for the next year will be increased by **0.5%** & the commercial disposal rates will increase **12.5%** per the recent Central (Santa Rosa) Landfill price increase (price matrix attached).

If you have any concerns or questions, please do not hesitate to contact me at 850-437-7837.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ryan LeCompte".

Ryan LeCompte
Division Controller
Pensacola/South Alabama Business Unit
850-437-7837
RLeCompte@republicservices.com

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0300SA0

Not Seasonally Adjusted

Area: South urban

Item: All items

Base 1982-84=100

Period:

Years: 2005 to 2015

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005	183.6	184.7	185.9	187.3	187.3	187.8	188.5	189.4	192.0	192.5	190.7	190.1	188.3	186.1	190.5
2006	191.5	191.8	192.8	194.7	195.5	196.3	197.0	197.1	195.8	194.7	194.3	194.8	194.7	193.8	195.6
2007	195.021	195.950	197.904	199.618	200.804	201.675	201.571	201.041	201.697	202.155	203.437	203.457	200.361	198.495	202.226
2008	204.510	205.060	206.676	208.085	210.006	212.324	213.304	212.387	212.650	210.108	205.559	203.501	208.681	207.777	209.585
2009	204.288	205.343	206.001	206.657	207.265	209.343	208.819	209.000	208.912	209.292	209.738	209.476	207.845	206.483	209.206
2010	210.056	210.020	211.216	211.528	211.423	211.232	210.988	211.308	211.775	212.026	211.996	212.488	211.338	210.913	211.764
2011	213.589	214.735	217.214	218.820	219.820	219.318	219.682	220.471	220.371	219.969	219.961	219.469	218.618	217.249	219.987
2012	220.497	221.802	223.314	224.275	223.356	223.004	222.667	223.919	225.052	224.504	223.404	223.109	223.242	222.708	223.776
2013	223.933	225.874	226.628	226.202	226.289	227.148	227.548	227.837	227.876	227.420	226.811	227.082	226.721	226.012	227.429
2014	227.673	228.664	230.095	231.346	231.762	232.269	232.013	231.611	231.762	231.131	229.845	229.581	230.552	230.302	230.802
2015	226.855	227.944	229.337	229.957	230.886	232.026	231.719	231.260	230.913	230.860	230.422	229.581	230.147	229.501	230.793

0.5%

RESOLUTION NO. 2016 - 04

Pursuant to Santa Rosa County Ordinance 87-37 the following fees shall be charged for the disposal of specified Solid Waste at County Landfills or transfer stations:

		Current Disposal 4/1/16 Disposal
1. Class I & Regulated Waste		
a. Effective Date April 1, 2016	\$ 36.00 per ton	\$32
b. Effective Date April 1, 2017	\$ 37.00 per ton	\$36
c. Effective Date April 1, 2018	\$ 38.00 per ton	12.50%
d. Effective Date April 1, 2019	\$ 39.00 per ton	
e. Effective Date April 1, 2020	\$ 40.00 per ton	
2. Class III		
a. Effective Date April 1, 2016	\$ 32.00 per ton	
b. Effective Date April 1, 2017	\$ 34.00 per ton	
c. Effective Date April 1, 2018	\$ 36.00 per ton	
d. Effective Date April 1, 2019	\$ 38.00 per ton	
e. Effective Date April 1, 2020	\$ 40.00 per ton	
3. Yard / Landscape / Land Clearing Debris		
a. Residential	\$ 22.00 per ton	
b. Commercial	\$ 24.00 per ton	

RESOLUTION NO. 2016 - 04

Pursuant to Santa Rosa County Ordinance 87-37 the following fees shall be charged for the disposal of specified Solid Waste at County Landfills or transfer stations:

1. Class I & Regulated Waste
 - a. Effective Date April 1, 2016 \$ 36.00 per ton
 - b. Effective Date April 1, 2017 \$ 37.00 per ton
 - c. Effective Date April 1, 2018 \$ 38.00 per ton
 - d. Effective Date April 1, 2019 \$ 39.00 per ton
 - e. Effective Date April 1, 2020 \$ 40.00 per ton
2. Class III
 - a. Effective Date April 1, 2016 \$ 32.00 per ton
 - b. Effective Date April 1, 2017 \$ 34.00 per ton
 - c. Effective Date April 1, 2018 \$ 36.00 per ton
 - d. Effective Date April 1, 2019 \$ 38.00 per ton
 - e. Effective Date April 1, 2020 \$ 40.00 per ton
3. Yard / Landscape / Land Clearing Debris
 - a. Residential \$ 22.00 per ton
 - b. Commercial \$ 24.00 per ton
4. Tires – Residential Only
 - a. Tires Only -- No mixed waste \$135.00 per ton
 - b. Car & Light Truck \$ 5.00 per tire
 - c. Large Truck, Racing Tires \$ 15.00 per tire
5. Special Waste \$150.00 per ton
6. Prohibited Waste Separation Fee \$ 50.00 per hour
7. Weight Certification \$ 5.00 each
8. Minimum Fee, All Waste Types \$ 5.00 per 400 lbs.
9. Out of County Host Fee \$ 3.00 per ton
Applicable to all waste generated outside of Santa Rosa County
10. Effective April 1, 2022, and every two years thereafter, all rates shall be adjusted by the current Consumer Price Index (CPI).

This rate resolution rescinds all previous landfill fee/rate resolutions. The revised rates and implementation schedule will take effect on April 1, 2016.

PASSED AND ADOPTED this 4th day of January, 2016, by a vote of 4 yeas 0
nays, and 1 absent of the Board of County Commissioners of Santa Rosa County, Florida.

BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA

ATTEST:

By: _____

Lane Lynchard, Chairman

Donald C. Spencer
Donald C. Spencer, Clerk of the Court





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
DATE: February 25, 2016
RE: SSRUS Board Recommendations

The SSRUS Board met on December 14, 2015 and made the following recommendation:

WWTP Reuse Pump Station Deck Replacement

The current and original reuse pump station decking is wearing away from rust and corrosion and is a safety hazard. The pump station was designed by SyncroFlo Inc. and the plans for the station are proprietary.

We obtained a quote from Pump & Process Equipment Inc., the local representatives for SyncroFlo. Their estimate for a new replacement deck is \$11,135 delivered. The repairs & maintenance budget was increased for FY16 to cover this cost.

The new deck will be hot dipped galvanized at no extra cost. The removal of the old decking and replacement of the new decking will be performed in-house.

Recommendation: SSRUS Board recommends that the City Council authorize the purchase of a new replacement reuse pump station deck at a cost of \$11,135 from Pump & Process Equipment Inc.

The SSRUS Board met on February 8, 2016 and made the following recommendations:

Fairway #13 East Course, Irrigation Repair

Staff has observed an exposed 4" irrigation line on Hole #13 on the East Course. The line traverses an open swale approx. 25' wide, as shown in the attached photograph. Please note that there are also hydraulic irrigation control lines plus a smaller water pipe. The pipe has been subject to numerous repairs over time as PVC material is unsuitable for this type of installation and exposure.

The entire assembly is somewhat supported by rebar material in the swale. Unfortunately, the supports act as a catch fence for debris during rain events thereby clogging the swale and reducing the amount of stormwater it can discharge.

We believe the line was installed years ago when the swale was just a small depression in the Fairway. As the years have gone by, erosion forces have enlarged the swale and exposed the irrigation line. The previous owners of the golf course have added riprap to help stabilize the sides.

The swale receives stormwater run-off from numerous locations outside the golf course and is illustrated in the attached map which staff believes contains approx. 255 acres as shown.

In order to properly relocate the lines underground, staff believes we should install two (2) 4" diameter lines directionally drilled as shown in the drawing. One line will connect into the existing irrigation system on each side, and the other will function as a conduit to carry the hydraulic control lines. This arrangement will improve the appearance of Fairway #13 and will leave the swale clear of obstructions for better stormwater flow.

During the discussions with all of the Contractors present, we believe that a contingency of 20% would be appropriate since we did not excavate the land surface, and there are no drawings of the irrigation system.

Fairway #13 may need to be closed for approx. three (3) days in order to allow the contractor to safely work. The work zone is directly in the line of golf play.

Staff solicited quotes from contractors to perform the pipe line work. It is anticipated that the Golf Course will repair/restore the irrigation control lines and land surface/turf grass disturbed during the construction. The quotes are listed below:

Brown Construction	\$15,850
Utility Service Co	\$15,000
Warrington Utility	\$13,300

Warrington Utility and Excavation was the low bidder at \$13,300 and staff recommends a 20% contingency (\$2,700) to address unanticipated issues.

Recommendation: City Council authorize Warrington Utility and Excavation to install two (2) 4" by 60' Directional Drill Pipes on Fairway #13 to relocate the irrigation line and controls underground for \$13,300 with a 20% (\$2,700) contingency.

Purchase of Loader Backhoe

City F/Y 2016 Budgets provide \$80,000 funding (403 fund @\$40,000 and 401 fund @\$40,000) for the purchase of a Loader/Backhoe for use in utility work.

We advertised for sealed bids on January 07, 2016 with a bid closing date of Jan 28, 2016 and received the following bid responses:

- Beard Equipment: \$74,994 base, with options = \$82,667
- Thompson Tractor Co. \$83,365 base, with options = \$88,963

Staff reviewed the submitted Loader/Backhoe bids for compliance with the City's specifications and found both bids to meet or exceed the bid requirements, and staff recommends approval of Beard Equipment as the low bidder.

The received bid cost is slightly more than the amount budgeted by \$2,667 and staff will achieve cost savings on other purchases in order to address the overage.

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) John Deere model 310SL Loader Backhoe with enclosed Cab and four wheel drive with options as listed, for \$82,667 with expense split between 401 and 403 funds.

Purchase of Ground Penetrating Radar

The SSRUS F/Y 2016 Budget provides \$20,000 for the purchase of a Ground Penetrating Radar (GPR) locating device. The GPR device is routinely used in locating buried water and sewer lines for the utility. This is not the only means of establishing the location of an underground line, but it is a non-invasive radar technic that is able to penetrate asphalt, concrete, and many feet of soil.

We are required to locate our lines in accordance the Underground Facility Damage Prevention Act, Chapter 556 Florida Statues. This is a state wide program to help prevent damage to underground utilities of all types. Each owner or operator of an underground utility is required to maintain membership in the program.

We typically receive approx. 90 locate requests each week and the resulting work effort is very significant and damages to water and sewer lines are typically expensive to repair.

We advertised for sealed bids on December 30, 2015 with a bid closing date of Jan 30, 2016, and received the following bid response:

- Power –Tel Utility Products:\$18,250

Staff reviewed the submitted GPR bid for compliance with the City's specifications and found the bid to meet or exceed the bid requirements, and staff recommends approval of Power –Tel Utility Products as the low bidder. Staff also recommends the purchase of an additional battery pack and charger at a cost of \$495, for a total of \$18,745.

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) MALA GeoScience, Model: Easy Locator HDR Pro for \$18,745.

CITY OF GULF BREEZE

Tiger Point Wastewater Treatment Plant

Interoffice Memorandum

DATE: 12/08/15

TO: Vernon L. Prather, Director of Public Services

OK V.P.

FROM: Jason Randell, WWTP Lead Operator

RE: WWTP Reuse Deck Replacement

The current and original reuse pump station decking is wearing away from rust and corrosion and is a safety hazard. The pump station was designed by SyncroFlo Inc. and the plans for the station are proprietary.

We obtained a quote from Pump & Process Equipment Inc., the local representatives for SyncroFlo. Their estimate for a new replacement deck is \$11,135 delivered. The repairs & maintenance budget was increased for FY16 to cover this cost.

The new deck will be hot dipped galvanized at no extra cost. The removal of the old decking and replacement of the new decking will be performed in-house.

Recommendation: SSRUS Board recommends that the City Council authorize the purchase of a new replacement reuse pump station deck at a cost of \$11,135 from Pump & Process Equipment Inc.



Quote Number: 1537 B

3820 Hopkins Street
Pensacola, FL 32505
(850) 432-0334, fax: (850) 432-1336

Quotation

To: Jason Randall South Santa Rosa Water & Sewer 1108 Coronada Drive Gulf Breeze FL 32563	Date: 7/9/2015 Project: Vertical Turbine Pump Platform Location: Gulf Breeze, FL Engineer: N/A
---	---

Equipment: Fabricated Platform	Terms: NET 30 Days	Delivery: 1-2 Weeks
---------------------------------------	---------------------------	----------------------------

We are pleased to quote on the following equipment:

One (1) new Vertical Turbine Pump Platform built like attached drawing. We can supply either sandblasted and painted or hot dipped galvanized based on your preference.

Net price, F.O.B. shipping point: \$11,135.00

NOTES:

1. If ordered, please sign this quotation form and FAX or Email back to Pump & Process Equipment, Inc.
2. Only items mentioned above are included. If it is not listed it is to be provided by others.
3. **Delivery promise date begins upon return of approved Submittal or approved drawings.**

Additional Note

This Quotation Prepared By Kathleen

The undersigned agrees to and has the authority to bind the purchaser to the terms and conditions below and equipment as described above.

For Pump & Process Equipment, Inc.

Date

Quotation good for 30 days. Prices do not include any applicable taxes. Payment terms are NET 30 days from date of shipment. Past due accounts will be charged interest at 1.5% per month. Should the services of an attorney, collection agency or other legal service become necessary for collection, purchaser will assume responsibility for all expenses accrued in the collection process including fees, court cost, serving charges, lien filing, etc. Manufacturer's warranty applies. Pump & Process Equipment, Inc. assumes no liability whatsoever for delays or damages caused by defects or any other equipment failure.

BILL OF MATERIAL

ITEM	DESCRIPTION	REQ.	INV.	QTY.	TOTAL INV.
1	S8X18 I BEAM X 132" LG.	2	264"		
2	S8X18 I BEAM X 124" LG.	5	620"		
3	S8X18 I BEAM X 79 3/4" LG.	1	80"		
4	S8X18 I BEAM X 49 3/4" LG.	2	50"	1266"	
5	S8X18 I BEAM X 50 3/4" LG.	2	102"		
6	S8X18 I BEAM X 44 3/4" LG.	2	90"		
7	S8X18 I BEAM X 28 3/4" LG.	2	38"		
8	S8X18 I BEAM X 21 3/4" LG.	1	22"		
9	3/4" X 3" X 3/8" THK BAR	1			3/4" X 24" X 69"
10	3/4" X 3" X 3/8" THK BAR	1			1/2" X 24" X 24"
11	3/4" X 3" X 3/8" THK BAR	1			3/4" X 8" X 12"
12	3/4" X 3" X 3/8" THK BAR	6			
13	3/16" THK CHECKER PLATE X 54 1/2" X 132 1/2" LG2	4			
14	4" FLANGES, SLOPE CLASS 150	1			
15	4" PIPE SCHED 40 STEEL X 7 3/8" LG	1			
16	GRATING 24" X 23 1/2" MET X 1 1/2" THICK	1			
17	8" CHANNEL X 13 LB PER FT X 1 1/2" LG	1			
18	3/16" THK CHECKER PLATE 8" X 24"	1			3/16" X 8" X 24"
19	3/16" THK CHECKER PLATE 11" X 24"	1			3/16" X 11" X 24"

* INV. COLUMN ROUNDED UP TO NEAREST INCH (")

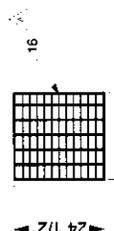


PLAN VIEW



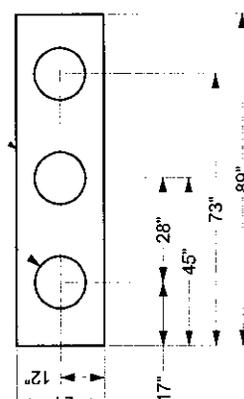
ELEVATION VIEW

DETAIL - PRV RETURN 4



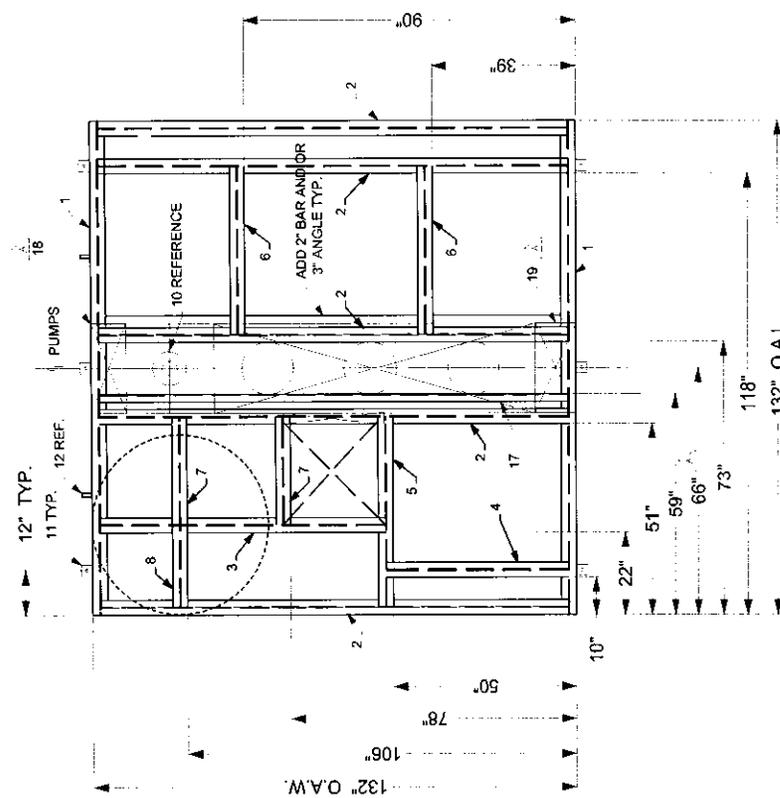
PLAN VIEW

DETAIL - HATCH 5

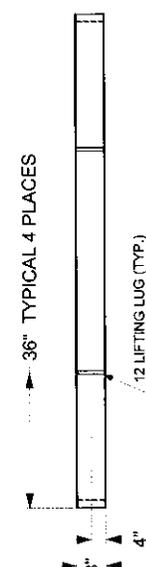


PLAN VIEW

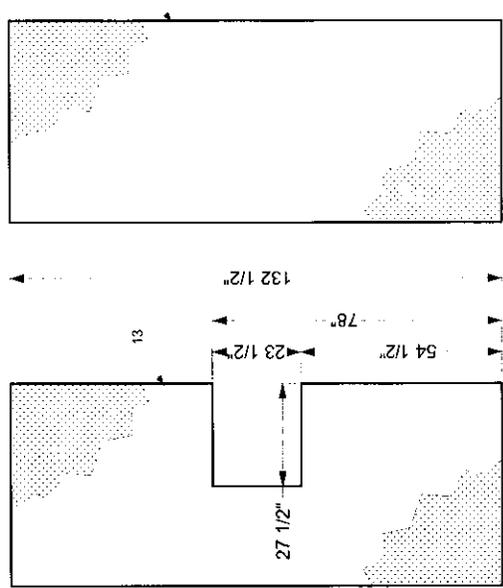
DETAIL - PUMP PLATE 3



PLAN VIEW

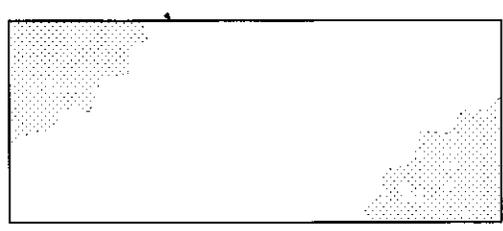


ELEVATION



PLAN VIEW

DETAIL - DIAMOND PLATE 1



PLAN VIEW

DETAIL - DIAMOND PLATE 2

ALL DIMENSIONS +/- TOLERANCE OF 1/8"

PLANT WATER TRANSFER STATION
 GULF BREEZE, FLA USA
 SKID DRAWING
 PRODUCTION NO. 980817

DATE OUTSIDE DRAWN BY: DWS CHECKED BY: BHP

SyncoFlo, Inc.

DWG NO. 980817D1

REVISIONS

NO.	DATE	DESCRIPTION
1		









City of Gulf Breeze

DATE: December 30, 2015
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
RE: Fairway #13 East Course, Irrigation Repair

Staff has observed an exposed 4" irrigation line on Hole #13 on the East Course. The line traverses an open swale approx. 25' wide, as shown in the attached photograph. Please note that there are also hydraulic irrigation control lines plus a smaller water pipe. The pipe has been subject to numerous repairs over time as PVC material is unsuitable for this type of installation and exposure.

The entire assembly is somewhat supported by rebar material in the swale. Unfortunately, the supports act as a catch fence for debris during rain events thereby clogging the swale and reducing the amount of stormwater it can discharge.

We believe the line was installed years ago when the swale was just a small depression in the Fairway. As the years have gone by, erosion forces have enlarged the swale and exposed the irrigation line. The previous owners of the golf course have added riprap to help stabilize the sides.

The swale receives stormwater run-off from numerous locations outside the golf course and is illustrated in the attached map which staff believes contains approx. 255 acres as shown.

In order to properly relocate the lines underground, staff believes we should install two (2) 4" diameter lines directionally drilled as shown in the drawing. One line will connect into the existing irrigation system on each side, and the other will function as a conduit to carry the hydraulic control lines. This arrangement will improve the appearance of Fairway #13 and will leave the swale clear of obstructions for better stormwater flow.

During the discussions with all of the Contractors present, we believe that a contingency of 20% would be appropriate since we did not excavate the land surface, and there are no drawings of the irrigation system.

Fairway #13 may need to be closed for approx. three (3) days in order to allow the contractor to safely work. The work zone is directly in the line of golf play.

Staff solicited quotes from contractors to perform the pipe line work. It is anticipated that the Golf Course will repair/restore the irrigation control lines and land surface/turf grass disturbed during the construction. The quotes are listed below:

Brown Construction	\$15,850
Utility Service Co	\$15,000
Warrington Utility	\$13,300

Warrington Utility and Excavation was the low bidder at \$13,300 and staff recommends a 20% contingency (\$2,700) to address unanticipated issues.

Recommendation: City Council authorize Warrington Utility and Excavation to install two (2) 4" by 60' Directional Drill Pipes on Fairway #13 to relocate the irrigation line and controls underground for \$13,300 with a 20% (\$2,700) contingency.



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: Tiger Point Golf Irrigation

12/23/2015

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ea		
2	4" SDR11 directional drill	120	lf		
3	4" mj 90 bend	2	ea		
4	4" mj tee	1	ea		
5	4" tie in	2	ea		
6	4" sleeve	3	ea		
7	4" pvc	30	lf		
8	4" mj adapter	4	ea		
9	4" mj cap	2	ea		
	Grand Total				\$ 13,300.00

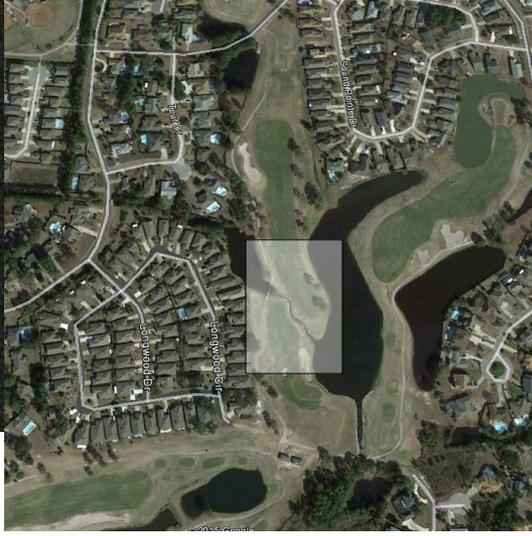
Please note price does not include the following:

- ** Any payment & performance 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 restoration (by others)

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
- ** As-built drawings by registered Florida professional engineer are excluded, "red-line" as-builts will be provided









Vernon Prather <vprather@gulfbreezefl.gov>

Fwd: 4660 Longwood HDD and tie-in

1 message

Vernon Prather <vprather@gulfbreezefl.gov>
To: Vernon Prather <vprather@gulfbreezefl.gov>

Thu, Dec 31, 2015 at 8:14 AM

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

From: **Jon Kanzigg** <jkanzigg@gulfbreezefl.gov>
Date: Wed, Dec 23, 2015 at 12:41 PM
Subject: Fwd: 4660 Longwood HDD and tie-in
To: Vernon Prather <vprather@gulfbreezefl.gov>

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

From: **Ron King** <rking@uscofl.com>
Date: Wed, Dec 23, 2015 at 12:02 PM
Subject: 4660 Longwood HDD and tie-in
To: Jon Kanzigg <jkanzigg@gulfbreezefl.gov>

Jon,

Per our site visit this morning, our price to install two each 4" x 60' HDD, cap each end of one run, and tie the other run into existing 4" irrigation line on either side of creek is **\$15,000.00**.

Restoration is to be by others.

Thanks

Ron King

Estimator/Project Manager

Utility Service Co., Inc.

4326 Gulf Breeze Parkway

Gulf Breeze, Florida 32563

850-554-7912



Vernon Prather <vprather@gulfbreezefl.gov>

Fwd: Tiger Point

1 message

Jon Kanzigg <jkkanzigg@gulfbreezefl.gov>
To: Vernon Prather <vprather@gulfbreezefl.gov>

Thu, Dec 31, 2015 at 8:17 AM

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

From: **Gabe Jackson** <gabe@thebrownconstruction.com>
Date: Wed, Dec 23, 2015 at 4:44 PM
Subject: Tiger Point
To: Jon Kanzigg <jkkanzigg@gulfbreezefl.gov>

Jon,

I got sidetracked. We're at \$15,850.00 for the work discussed today. The beginning of the year is going to be a little bit crowded for us so let me know as soon as possible if we need to provide this scope of work. Hope this helps, have a Merry Christmas.

Thanks,

Gabe Jackson
Brown Construction of NWFL, Inc.
[850-473-9039](tel:850-473-9039)

—
Jon Kanzigg
Construction Coordinator
City of Gulf Breeze, FL
934-4056



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: February 1, 2016

RE: Purchase of Loader Backhoe

The SSRUS and City F/Y 2016 Budgets provide \$80,000 funding (403 fund @\$40,000 and 401 fund @ \$40,000) for the purchase of a Loader/Backhoe for use in utility work.

We advertised for sealed bids on January 07, 2016 with a bid closing date of Jan 28, 2016 and received the following bid responses:

- Beard Equipment: \$74,994 base, with options = \$82,667
- Thompson Tractor Co. \$83,365 base, with options = \$88,963

Staff reviewed the submitted Loader/Backhoe bids for compliance with the City's specifications and found both bids to meet or exceed the bid requirements, and staff recommends approval of Beard Equipment as the low bidder.

The received bid cost is slightly more than the amount budgeted by \$2,667 and staff will achieve cost savings on other purchases in order to address the overage.

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) John Deere model 310SL Loader Backhoe with enclosed Cab and four wheel drive with options as listed, for \$82,667 with expense split between 401 and 403 funds.



City of Gulf Breeze

BID SUBMITTAL FORM

City of Gulf Breeze – Utilities Department

4X4 Loader Backhoe Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Company: Beard Equipment Company
Address: 3195 W. Pine Aik Rd.
Pensacola, FL 32534

Date: January 07, 2016
Bids Close: JAN. 28, 2016, 2:00 pm Central

Bid Submitted by:
Name: John C. Frank
(Name of company representative)
Phone: 393-3803
Fax: 476-0277
E-mail: jfrank@beardequipment.com

Bids to be delivered to: City of Gulf Breeze (ATTN: City Clerk)
4X4 Backhoe
1070 Shoreline Dr
Gulf Breeze FL, 32561

Compliance: It is the vendor's responsibility to specifically list all deviations from the specifications for the vehicle or equipment as part of their bid. Failure to comply could result in rejection of the bid. Does your bid comply with all items? Yes No

4X4 Loader Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Make: John Deere Description: 4WD Loader Backhoe w/CAB
Model: 3105L Price with Standard Warranty: \$74,994

Options	Option Prices
1 AM/FM/WB Radio	552
2 Strobe light	371
3 Removable forks for front bucket	1,500
4 Thumb for rear bucket <u>Hydraulic Thumb & Auxiliary Hyd.</u>	5,250
5 Joy Stick Controls. Excavator style with pattern change	-1,095

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made part of this offer. This offer is not subject to withdrawal within 120 days.

Days to Deliver after receipt of Purchase Order: 45 days

Signature of company representative submitting bid: [Signature]
(Must sign by hand) Title: Sales Rep.

- 1) Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
- 2) Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
- 3) Furnish specifications on all items bid.
- 4) The City of Gulf Breeze is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.

**STANDARD WARRANTY FOR NEW JOHN DEERE
CONSTRUCTION, UTILITY, AND FORESTRY PRODUCTS - US & Canada**

- . **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- . **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- . **DC & DE Series Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- . **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- . **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- . **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructurALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.

13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimiting knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
 2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
 3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.
- Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or

StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not proceed and do not use the Services.

Copy



City of Gulf Breeze

Option One - Standard Stick

BID SUBMITTAL FORM

City of Gulf Breeze – Utilities Department

4X4 Loader Backhoe Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Company: Thompson Tractor Co.
Address: 2106 3rd Avenue
Crestview, FL 32539

Date: January 07, 2016
Bids Close: JAN. 28, 2016, 2:00 pm Central

Bid Submitted by:
Name: Tommy Walker
(Name of company representative)
Phone: 850-865-0096 cell
Fax: 850-682-7344
E-mail: tommywalker@thompsontractor.com

Bids to be
delivered to: City of Gulf Breeze (ATTN: City Clerk)
4X4 Backhoe
1070 Shoreline Dr
Gulf Breeze FL, 32561

Compliance: It is the vendor's responsibility to specifically list all deviations from the specifications for the vehicle or equipment as part of their bid. Failure to comply could result in rejection of the bid. Does your bid comply with all items? Yes XXX No ___

4X4 Loader Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Make: Caterpillar Description: Meets all specifications (standard stick)
Model: 420F2 Price with Standard Warranty: \$83,365

Options

Option Prices

Options	Option Prices
1 AM/FM/WB Radio	Standard Equipment
2 Strobe light	Standard Equipment
3 Removable forks for front bucket	\$2,945.00
4 Thumb for rear bucket	\$2,653.00
5 Joy Stick Controls. Excavator style with pattern change	Standard Equipment

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made part of this offer. This offer is not subject to withdrawal within 120 days.

Days to Deliver after receipt of Purchase Order: 14-16 weeks from order

Signature of company representative submitting bid: [Signature]
(Must sign by hand) Title: Sales Representative

- 1) Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
- 2) Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
- 3) Furnish specifications on all items bid.
- 4) The City of Gulf Breeze is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.



City of Gulf Breeze

Option Two - Extendible Stick

BID SUBMITTAL FORM

City of Gulf Breeze – Utilities Department

4X4 Loader Backhoe Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Company: Thompson Tractor Co.
Address: 2106 3rd Avenue
Crestview, FL 32539

Date: January 07, 2016
Bids Close: JAN. 28, 2016, 2:00 pm Central

Bid Submitted by:
Name: Tommy Walker
(Name of company representative)
Phone: 850-865-0096 cell
Fax: 850-682-7344
E-mail: tommywalker@thompsontractor.com

Bids to be delivered to: City of Gulf Breeze (ATTN: City Clerk)
4X4 Backhoe
1070 Shoreline Dr
Gulf Breeze FL, 32561

Compliance: It is the vendor's responsibility to specifically list all deviations from the specifications for the vehicle or equipment as part of their bid. Failure to comply could result in rejection of the bid. Does your bid comply with all items? Yes XXX No ___

4X4 Loader Backhoe with minimum 93 net HP Tier 4 compliant Diesel Engine

Make: Caterpillar Description: Meets all specifications (Extended stick)
Model: 420F2 Price with Standard Warranty: \$88,825

Options

Option Prices

Options	Option Prices
1 AM/FM/WB Radio	Standard Equipment
2 Strobe light	Standard Equipment
3 Removable forks for front bucket	\$2,945.00
4 Thumb for rear bucket	\$2,653.00
5 Joy Stick Controls. Excavator style with pattern change	Standard Equipment

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made part of this offer. This offer is not subject to withdrawal within 120 days.

Days to Deliver after receipt of Purchase Order: 10 days from order

Signature of company representative submitting bid: [Signature]
(Must sign by hand) Title: Sales Representative

- 1) Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
- 2) Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
- 3) Furnish specifications on all items bid.
- 4) The City of Gulf Breeze is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.



Thompson Tractor Company, Inc.
2106 3rd Avenue
Crestview, FL 32539

Utilities Department
City of Gulf Breeze

January 28, 2016

Thanks again for your interest in Thompson Tractor and the Caterpillar 420F2 backhoe. We are happy to offer the following two options for your consideration.

Your specifications request a standard stick, which is not our typical arrangement for cab units. Therefore, for more rapid delivery we also offer an extended-stick unit now in inventory..

Option One – Meets all Specifications (Standard Stick)

One (1) New Caterpillar 420F2 equipped with:

- 94 hp Caterpillar C4.4 engine (Tier IV Final emissions)
- Four-wheel-drive standard shift transmission
- ROPS deluxe cab with a/c, heater, am/fm radio with CD player
- Air conditioner, heater, air-suspension seat
- 1.25 yd general purpose loader bucket with flip-over pallet forks
- Standard stick with 24" heavy-duty trenching bucket (18'5" reach at ground level)
- Protective boom plate wear group
- Working lights, flashers, turn signals and brake lights
- Roof-mount strobe light
- Ride control hydraulics to prevent loping at high speed travel
- Counterweight (530 lbs)
- 12.5/80-18 front & 19.5L-24 rear Firestone 12-ply bias tires
- One-year standard full-machine warranty (travel time & mileage at no charge)

Bid Price as Equipped: \$83,365.00
14-16 weeks delivery from order

Option Two – Meets/Exceeds all Specifications (Extended Stick)

One (1) New Caterpillar 420F2 equipped same as above except:

- Multi-purpose loader hydraulics allowing future hydro-mechanical tools to front
- Extendible stick with 24" heavy-duty trenching bucket (21'10" reach at ground level)
- Counterweight (1,015 lbs)

Bid Price as Equipped: \$88,825.00
7-10 days delivery from order

Requested Option Pricing

- Backhoe thumb (designed & manufactured by Caterpillar): add \$2,653.00
- Flip-over forks (installed by TTCo prior to delivery) add \$2,945.00
- AM/FM/WB radio Standard equipment
- Strobe Light Standard equipment
- Joystick controls Standard equipment

Optional Extended Warranty (see attached)

- Three-year / 5,000 hour (w/e 1st) Powertrain & Hydraulics Warranty add: \$1,893.00
- Five-year / 5,000 hour (w/e 1st) Powertrain & Hydraulics Warranty add: \$4,053.00
- (travel time & mileage at no charge)

Tommy Walker
850-986-0096 cell
tommywalker@thompsontractor.com

ALABAMA
Birmingham
Anniston/Oxford
Attalla

Auburn/Opelika
Dothan
Huntsville/Decatur

Mobile
Montgomery
Shelby County

Thomasville
Tuscaloosa
Tuscumbia

FLORIDA
Crestview
Marianna
Panama City
Pensacola

GEORGIA
Albany
Atlanta
Augusta

Macon
Savannah



City of Gulf Breeze

- 5) PRICES MUSTS BE ITEMIZED. The City of Gulf Breeze reserves the right to award item or total bid.
- 6) ALL bids must be quoted f.o.b. Gulf Breeze.
- 7) Due to legal requirements of the City for processing payments, cash discounts should be quoted ten days after end of month, when possible.
- 8) In the event no bid is to be submitted, note it on invitation and return with the general provisions included herein. Also advise whether future invitations for type of supplies or services covered by the inquiry are desired.
- 9) The successful bidder will be required to have all applicable state and city business licenses.
- 10) This original request for proposal and 3 copies of the proposal along with any attachments must be submitted.
- 11) The City of Gulf Breeze reserves the right to accept or reject all or any of your offers and to accept the offer, which the City Council considers the most advantageous to the City.
- 12) No bids will be accepted after 2:00 pm on the bid opening date. Note the time is Central time zone.

BID SPECIFICATIONS

A. GENERAL

1. Units offered under this bid specification shall be new, current year model and of the latest design and in current production. The manufacturer shall have produced Load er Backhoes for a period of at least ten (10) years. The service facility shall be in Central Time Zone.
2. Bidders must submit their bid with the latest printed specifications and advertising literature on the units they propose to furnish.
3. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.
4. Vendors shall provide to the City of Gulf Breeze all factory bulletins pertaining to the vehicle or equipment within ten (10) days of receiving the information from the factory or manufacturer for a period of 3 years.
5. The equipment offered for bid shall include all standard manufacturers' equipment and the optional equipment as specified.
6. Each bidder must submit his or her bid on the bid submittal form included in the invitation to bid package.
7. All written warranties to be submitted shall be attached to the bid submittal form.
8. Warranty shall not require the City of Gulf Breeze to pay for travel time, labor, or parts which should be repaired under the warranty even if the manufacturer and/or vendor representative has to drive to Gulf Breeze to address the warranty issue.
9. The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.
10. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole, or in part, such bid as may be deemed in the best interest of the purchaser.



City of Gulf Breeze

11. The use of specific names and numbers in specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the City of Gulf Breeze.

B. MANUALS

1. Each unit shall be provided with two (2) copies of the operator's manual and two (2) copies of the current parts manual at no additional cost to the City of Gulf Breeze.
2. Units will not be accepted for delivery until the purchaser as outlined above receives the manuals.

C. REPLACEMENT PARTS AVAILABILITY

1. Parts must be available for 5 years after the date of purchase.

D. WARRANTY

1. Bidders shall submit a copy of the manufacturer's standard warranty and extended warranty options along with a complete explanation of the warranty with their bid.
2. The City of Gulf Breeze shall contact the vendor from whom the vehicle or equipment was purchased in the event of warranty repairs. It shall be the responsibility of said vendor to handle all warranty work including coordinating warranty work covered by other vendors.
3. The vendor shall be responsible for all freight and/or handling charges on parts used for warranty repairs.
4. The vendor shall be responsible for all charges and/or fees related to warranty repairs.
5. The City of Gulf Breeze shall not be held responsible for delivery fees while the equipment is under warranty or for transportation fees due to a computer or mechanical problem, which cannot be duplicated at the vendor.
6. Vendors shall include with their bids a copy of all factory, vendor or extended warranties.

E. DELIVERY

1. Vehicle or equipment shall be delivered to the City of Gulf Breeze, Utilities Department at 1108 Coronado Drive, Gulf Breeze, FL 32563.
2. The City of Gulf Breeze expects vendors to meet delivery schedules quoted as part of their bid.
3. Delivery time should be quoted in days or weeks after receipt of the purchase order.
4. Due to the City of Gulf Breeze's need for these vehicles or equipment delivery time could be a factor in bid awarding.
5. Delivery time must be stated as accurate as possible.
6. If the vehicle or equipment ordered is not delivered by within the stated time, a like or better vehicle or equipment shall at no cost to the City of Gulf Breeze be delivered to the



City of Gulf Breeze

City of Gulf Breeze within the stated time and used by the City of Gulf Breeze until the new vehicle or equipment ordered arrives.

4X4 Loader Backhoe SPECIFICATIONS

General

1. Machine shall have ride control suspension system.
2. Machine shall have flip over stabilizer pads.

Diesel Engine

1. The engine shall be a Tier 4 Compliant Diesel Engine
2. The engine shall have an industrial type battery
3. The engine shall have a 12 volt starter and charging system
4. The engine shall produce 93 net HP or greater

Cab

1. The Cab shall be an enclosed cab.
2. The cab shall have A/C and Heat.
3. The cab shall contain an instrument panel.
4. The outside of the cab shall have 4 work lights facing forward and 4 work lights facing rear.

Backhoe

1. Backhoe shall have a dig depth of at least 14 feet.
2. Backhoe shall have a reach of at least 18 feet.
3. Bucket shall have at least 14,000 lb. of dig force
4. Stick shall have at least 9,700 lb. of dig force.
5. Backhoe shall have at least a load height of 11 feet
6. Joy stick controls. Excavator style with pattern change
7. The backhoe shall have a 24" rear bucket.

Loader

1. Loader bucket shall be at least 1.25 yd³
2. Loader bucket shall have a dump height of at least 9 feet.
3. Loader shall have a lift capacity of at least 7,000 lb.

Training

1. The successful bidder shall provide at minimum 4 hours training at a time mutually agreed upon.

OPTIONS

Bid must include the following options:

- 1) AM/FM/WB Radio
- 2) Strobe light
- 3) Removable Forks for front bucket
- 4) Thumb for rear bucket



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: February 4, 2016

RE: Purchase of Ground Penetrating Radar

The SSRUS F/Y 2016 Budget provides \$20,000 for the purchase of a Ground Penetrating Radar (GPR) locating device. The GPR device is routinely used in locating buried water and sewer lines for the utility. This is not the only means of establishing the location of an underground line, but it is a non-invasive radar technic that is able to penetrate asphalt, concrete, and many feet of soil.

We are required to locate our lines in accordance the Underground Facility Damage Prevention Act, Chapter 556 Florida Statues. This is a state wide program to help prevent damage to underground utilities of all types. Each owner or operator of an underground utility is required to maintain membership in the program.

We typically receive approx. 90 locate requests each week and the resulting work effort is very significant and damages to water and sewer lines are typically expensive to repair.

We advertised for sealed bids on December 30, 2015 with a bid closing date of Jan 30, 2016, and received the following bid response:

- Power –Tel Utility Products:\$18,250

Staff reviewed the submitted GPR bid for compliance with the City's specifications and found the bid to meet or exceed the bid requirements, and staff recommends approval of Power –Tel Utility Products as the low bidder. Staff also recommends the purchase of an additional battery pack and charger at a cost of \$495, for a total of \$18,745.

Recommendation: SSRUS Board recommend that the City Council approve the purchase of one (1) MALA GeoScience, Model: Easy Locator HDR Pro for \$18,745.



City of Gulf Breeze

BID SUBMITTAL FORM City of Gulf Breeze – Utilities Department Ground Penetrating Radar

Company: Power-Tel Utility Products
Address: 955 Harbor Lake Ct.
Safety Harbor, FL 34695

Date: December 30, 2015
Bids Close: JAN. 30, 2016, 2:30pm Central

Bid Submitted by:
Name: Bill Roach
(Name of company representative)
Phone: 727-725-4751
Fax: 727-726-3736
E-mail: broach@ptupcorp.com

Bids to be delivered to: City of Gulf Breeze
ATTN: City Clerk
1070 Shoreline Drive
Gulf Breeze FL, 32561

Compliance: It is the vendor's responsibility to specifically list all deviations from the specifications for the vehicle or equipment as part of their bid. Failure to comply could result in rejection of the bid. Does your bid comply with all items? Yes No

Ground Penetrating Radar

Make: MALA Geoscience

Description: GPR System

Model: Easy Locator HDR Pro

Price with Standard Warranty: \$ 18,250.00

Options

		Option Prices
1	Additional Battery Pack	\$ 295.00
2	Additional Battery Charger	\$ 200.00
3	Rough Terrain Cart	already included
4	Paint Marking System Attachment for Cart	\$ 265.00
5	(1) Training Days	additional 3 hours at \$ 500.00
6	450 MHz High Dynamic Range Antenna	already included
7	32 Bit Data Resolution	already included
8	Trans Reflective Display	already included

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made part of this offer. This offer is not subject to withdrawal.

Delivery Time: 3-5 work days

Cash Discount: 0 % Days

Signature of company representative submitting bid: Bill Roach
(Must sign by hand)

Title: Inside Sales

- 1) Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
- 2) Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
- 3) Furnish specifications on all items bid.



City of Gulf Breeze

- 4) The City of Gulf Breeze is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.
- 5) PRICES MUSTS BE ITEMIZED. The City of Gulf Breeze reserves the right to award item or total bid.
- 6) ALL bids must be quoted f.o.b. Gulf Breeze.
- 7) Due to legal requirements of the City for processing payments, cash discounts should be quoted ten days after end of month, when possible.
- 8) In the event no bid is to be submitted, note it on invitation and return with the general provisions included herein. Also advise whether future invitations for type of supplies or services covered by the inquiry are desired.
- 9) The successful bidder will be required to have all applicable state and city business licenses.
- 10) This original request for proposal, along with any attachments, **MUST BE SUBMITTED WITH AN ORIGINAL AND THREE COPIES.**
- 11) The City of Gulf Breeze reserves the right to accept or reject all or any of your offers and to accept the offer, which the City Council considers the most advantageous to the City.
- 12) Any suggestions as to quantity to secure a better price are welcome.
- 13) No bids will be accepted after 2:30 pm on the bid opening date. Note the time is Central.

BID SPECIFICATIONS

A. GENERAL

1. Units offered under this bid specification shall be new, current year model and of the latest design and in current production. The manufacturer shall have built ground-penetrating radar (GPR) equipment for a period of at least ten (10) years. The service facility shall be in Eastern or Central Time Zone.
2. Materials shall be of good commercial quality for the intended service, and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion, and excessive wear.
3. Bidders must submit their bid with the latest printed specifications and advertising literature on the units they propose to furnish.
4. All integral parts not specifically mentioned in the scope of these specifications that are necessary to provide a complete working unit shall be furnished.
5. Vendors shall provide to the City of Gulf Breeze all factory bulletins pertaining to the vehicle or equipment within ten (10) days of receiving the information from the factory or manufacturer.
6. The equipment offered for bid shall include all standard manufacturers' equipment and the optional equipment as specified.
7. Each bidder must submit his or her bid on the bid submittal form included in the invitation to bid package.
8. All written warranties to be submitted shall be attached to the bid submittal form.
9. Warranty shall not require the City of Gulf Breeze to pay for travel time, labor, or parts which should be repaired under the warranty even if the manufacturer and/or vendor representative has to drive to Gulf Breeze to address the warranty issue.



City of Gulf Breeze

10. The price bid shall include all destination charges, delivery charges, title fees, rebates, and all other applicable costs and refunds.
11. The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole, or in part, such bid as may be deemed in the best interest of the purchaser.
12. The use of specific names and numbers in specifications is not intended to restrict the bidder or any seller or manufacturer, but is intended solely for the purpose of indicating the type, size and quality of equipment considered best adapted to the uses of the City of Gulf Breeze.

B. MANUALS

1. Each unit shall be provided with one (1) copy of the operator's manual and one (1) copy of the current parts manual at no additional cost to the City of Gulf Breeze.
2. Units will not be accepted for delivery until the purchaser as outlined above receives the manuals.

C. REPLACEMENT PARTS AVAILABILITY

1. Parts must be available for 5 years after the date of purchase.

D. WARRANTY

1. Bidders shall submit a copy of the manufacturer's standard warranty and extended warranty options along with a complete explanation of the warranty with their bid.
2. Warranty shall include service response time of maximum of 36 hours after notification by the City of Gulf Breeze.
3. The City of Gulf Breeze shall contact the vendor from whom the vehicle or equipment was purchased in the event of warranty repairs. It shall be the responsibility of said vendor to handle all warranty work including coordinating warranty work covered by other vendors.
4. The vendor shall be responsible for all freight and/or handling charges on parts used for warranty repairs.
5. The vendor shall be responsible for all charges and/or fees related to warranty repairs.
6. The City of Gulf Breeze shall not be held responsible for delivery fees while the equipment is under warranty or for transportation fees due to a computer or mechanical problem, which cannot be duplicated at the vendor.
7. Vendors shall include with their bids a copy of all factory, vendor or extended warranties.

E. DELIVERY

1. Vehicle or equipment shall be delivered to the City of Gulf Breeze, Utilities Department at 1108 Coronado Drive, Gulf Breeze, FL 32563.
2. The City of Gulf Breeze expects the winning bidder to meet the quoted delivery time.



City of Gulf Breeze

3. The City of Gulf Breeze expects vendors to meet delivery schedules quoted as part of their bid.
4. Delivery time should be quoted in days or weeks after receipt of the purchase order.
5. Due to the City of Gulf Breeze's need for these vehicles or equipment delivery time could be a factor in bid awarding.
6. Delivery time must be stated as accurate as possible.
7. If the vehicle or equipment ordered is not delivered by within the stated time, a like or better vehicle or equipment shall at no cost to the City of Gulf Breeze be delivered to the City of Gulf Breeze within the stated time and used by the City of Gulf Breeze until the new vehicle or equipment ordered arrives.

GROUND PENETRATING RADAR SPECIFICATIONS

- A. Power Supply: Li-ion battery with Charger
- B. Operating Temperature: 0°F highest minimum to 104°F lowest maximum (-20°C to 40°C)
- C. Durability: IP65 (minimum)
- D. Maximum Operating Speed: No less than 15 mph
- E. Maximum Scan Rate: No less than 1024 scans/second at 700 samples
- F. Display: Minimum 10" Color TFT Sunlight-readable Transmissive LCD
- G. Antenna: High Dynamic Range 450 MHz
- H. Built In GPS: DGPS (SBAS)
- I. Training: 1 full day or 8 hours of training to instruct City employees how to properly use the GPR system (minimum).
- J. Warranty: 1 years parts & labor
 1. Technical: Complimentary telephone and email support

OPTIONS

Bid must include the following options:

- 1) Additional Battery Pack
- 2) Additional Battery Charger
- 3) Rough Terrain Cart
- 4) Paint Marking System Attachment for Cart
- 5) Includes one (1) day on site Training
- 6) 450 MHZ Antenna with High Dynamic Range



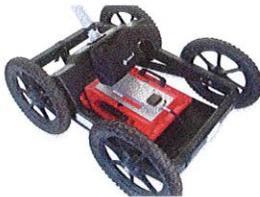
955 Harbor Lake Ct. Safety Harbor, FL 34695 (Tel) 800-405-1585 (Fax) 727-726-3736 www.ptupcorp.com

CUSTOMER QUOTATION

To: John Trypus Company: City of Gulf Breeze Phone: (850) 791-1757 E-Mail: jtrypus@gulfbreezefl.gov Quote Date: January 06, 2016	Manufacturer Quoted: MALA GeoScience
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Power-Tel Utility Products is pleased to offer a cost proposal for a MALA GeoScience Easy Locator HDR Pro Ground Penetrating Radar System with Rough Terrain Cart option. The proposed system is configured for the detection of buried utilities, underground storage tanks and other buried obstructions. We look forward to the opportunity of providing you the most advanced digital GPR technology available and demonstrating our long-term commitment to customer support.

Product #	Description	Unit Cost	Qty	Net Total
22-005050	Easy Locator HDR Pro System with RTC Option <i>includes the following:</i>			
21-005331	1 Easy Locator Pro Controller			
21-005800	1 Easy Locator HDR Antenna(without wheels)			
21-002500	1 Rough Terrain Cart			
21-005002	1 Battery/GPS Module			
21-005005	1 Battery Adapter			
21-004004A	1 Li-Ion Battery Pack 12V (set includes two batteries)			
21-002648	1 Li-Ion Battery Charger 12.6V / 110-220V	\$18,250.00	1	\$18,250.00
21-003006A	1 Battery Bag Li-Ion			
21-002485	1 Monitor Power Cable 1.2m straight			
21-005008	1 Cable for Ethernet & Power			
18-005000	1 Screen Shot and Data Storage Upgrade			
18-001007	1 Object Mapper Utility Mapping/GIS Software			
18-005001	1 HDR DGPS and Marking Software			
18-001013	1 MALA GPS Mapper Software			
19-001050	1 MALA USB Software and Manual Package			
WRF	1 MALA GPR Warranty Registration Form			
		Net Total		\$18,250.00
		FL Sales Tax		Exempt
		Freight/Handling		Included
		Order Total:		\$18,250.00



Continued



955 Harbor Lake Ct. Safety Harbor, FL 34695 (Tel) 800-405-1585 (Fax) 727-726-3736 www.ptupcorp.com

CUSTOMER QUOTATION

Recommended optional items not included in quoted pricing

Product #	Description	Unit Cost	Qty	Net Total
21-004004A	Additional Li-ion Battery Pack 12V <i>(set includes two batteries)</i>	\$295.00	1	\$295.00
21-002648	Additional Li-ion Battery Charger 12V / 110-220V	\$200.00	1	\$200.00
60500-MRTC	CartMarker for MALA Rough Terrain Cart	\$265.00	1	\$265.00
TRAINING	Additional 8 Hour Training Course <i>(subsequent to standard 8 hour course)</i>	\$500.00	1	\$500.00

Terms and Conditions

DELIVERY	Approximately 3-5 days ARO for GPR and accessories
PAY TERMS	Net-30 days (funds payable by check or electronic funds transfer only - no credit card purchases accepted)
TAXES	The City of Gulf Breeze, FL is tax-exempt. Collection of taxes is not applicable.
FREIGHT	F.O.B. Gulf Breeze, FL (ships Fed Ex Ground unless specified)
VALIDITY	This cost proposal shall remain in effect for 60 days.
TRAINING	Purchase of a MALA GeoScience GPR System includes a one-time standard 8 hour training course at no additional cost. Training will be performed at the customer's local facility (within the Power-Tel Utility Products representative coverage area). Please contact Power-Tel for details and course scheduling. Additional training is available at a cost of \$500.00 for a standard 8 hour course.
WARRANTY	MALA GeoScience USA, Inc. (MALA) warrants that for a period of 12 months from the delivery date to the original purchaser, MALA's products will be free from defects in materials and workmanship. MALA's obligations are limited to repairing or replacing parts or equipment which are returned to MALA without alteration or further damage and which in MALA's judgment were defective or became defective during normal use. MALA will bear the shipping costs for repairs during the warranty period after they have provided a Return Material Authorization number.
FCC	As of July 15, 2002 new rules promulgated by the Federal Communications Commission (FCC) are in effect regarding the use of ultra-wideband (UWB) technology which includes Ground Penetrating Radar (GPR). The MALA GeoScience USA, Inc. GPR system that is quoted on this document is approved by the FCC. For more information you may access the FCC website at www.fcc.gov .

Please don't hesitate to contact us should you have any questions or if we can be of any further assistance. We look forward to the possibility of working with you in the near future.

Bill Roach, Inside Sales

Phone: (727) 725-4751

Fax: (727) 726-3736

E-mail: broach@ptupcorp.com



MALÅ Easy Locator System

[Advantages](#) | [Applications](#) | [Tech Specs](#) | [Accessories](#) | [Contact Us](#)

Tech Specs

POWER SUPPLY	Li-Ion 12V/8.7Ah battery
SYSTEM POWER CONSUMPTION	2.4A
CONTINUOUS OPERATING TIME	14h (4 bat. packs)
OPERATING TEMP	-20° to +50°C or 0° to 120 °F
ENVIRONMENTAL	IP65
MAX OPERATING SPEED	>25 km/h
MAX SCAN RATE	>1024 scans/sec. @ 700 samples
DISPLAY	10.4" Color TFT sunlight-readable LCD
DIM. WITH WHEELS	67x47x19cm / 26"x19"x7" (excluding handle)
TOTAL SYSTEM WEIGHT	21.5kg / 47lb
ANTENNA	High Dynamic Range 450MHz Antenna
GPS	DGPS (SBAS) Built-in. External devices also supported.

Brands

- [MALA Easy Locator](#)
- [MALA ProEX](#)
- [MALA GroundExplorer](#)
- [MALA MIRA](#)
- [MALA CX](#)
- [MALA Borehole](#)
- [MALA RTA](#)
- [ABEM Terrameter LS](#)
- [ABEM WalkTEM](#)
- [ABEM Terraloc Pro](#)
- [ABEM Vibratoc](#)

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- [Environmental & Geophysical](#)
- [Military & Police](#)

Technology/Methodology

- [Ground Penetrating Radar \(GPR\)](#)
- [Resistivity & Induced Polarization \(IP\)](#)
- [Transient Electromagnetic \(TEM\)](#)
- [Seismic Reflection/Refraction](#)
- [Vibration Monitoring](#)

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Introducing MALÅ Easy Locator HDR Pro



www.malaa.com

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City of Gulf Breeze

To: Edwin A. Eddy, City Manager

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

Date: February 26, 2016

Subject: Change Order for South Sunset Swales Construction Project

The City Council authorized improvements between 205 and 211 South Sunset drainage system on November 16, 2015 in order to improve the drainage system and provide for a connection to the stormwater pond located in Shoreline Park North.

Utility Service recently began their work by installing a new culvert at the intersection of Hillcrest Ave., removing trees and re-grading the swales as planned.

During this time, staff has determined that additional deficiencies exist in the drainage area and requested a change order from Utility Services Co. to provide the additional modifications. There exists a combination of 15" and 18" culvert pipes in this area, and staff desires to standardize on 18" in order maintain continuity and increase flow capacity.

There are major conflicts at 117 and 201 South Sunset as the existing culverts are non-functional as they dead end underneath the driveways and therefore cannot transport water as required.

We are also installing mitered end sections on the culverts to provide a sloping transition instead of the vertical condition that currently exists.

Utility Service Co. has provided a change order (attached) in the amount of \$16,679.32 to perform the additional work and staff recommends approval.

Recommendation: City Council award change order to Utility Services Company in the amount of \$16,679.32 to install the modifications as described along South Sunset.

February 22, 2016

City of Gulf Breeze, Florida
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Thomas Lambert, PE
RE: South Sunset Swale

CONTRACT AMOUNT

Item #	Description	Unit	Qty	Unit Price	Extension
1	MOBILIZATION	LS	1	\$ 210.74	\$ 210.74
2	CLEARING & GRUBBING	LS	1	\$ 760.74	\$ 760.74
3	REMOVE/REPLACE CONCRETE DRIVEWAYS	SY	144	\$ 47.52	\$ 6,842.88
4	REMOVE/REPLACE ASPHALT ROADWAY	SY	42	\$ 87.50	\$ 3,675.00
5	SWALE GRADING	SY	585	\$ 4.95	\$ 2,895.75
6	IRRIGATION/LANDSCAPING RESTORATION	LS	1	\$ 1,053.71	\$ 1,053.71
7	SOD	SY	600	\$ 6.81	\$ 4,086.00
8	18" ADS PIPE	LF	60	\$ 43.16	\$ 2,589.60
9	15" RCP	LF	56	\$ 53.43	\$ 2,992.08
10	15" MES	EA	6	\$ 1,008.44	\$ 6,050.64
11	REMOVE EX MH	EA	1	\$ 564.48	\$ 564.48
12	TYPE D INLET W/J BOT	EA	1	\$ 2,670.22	\$ 2,670.22
13	TYPE 1 CURB INLET	EA	1	\$ 6,442.19	\$ 6,442.19
	TOTAL				\$ 40,834.03

CHANGE ORDER

Item #	Description	Unit	Qty	Unit Price	Extension
3A	REMOVE/REPLACE CONCRETE DRIVEWAYS (201 & 117)	SY	158	47.52	\$ 7,508.16
7A	SOD	SY	100	6.81	\$ 681.00
9A	15" RCP (DEDUCT)	LF	56	\$ (53.43)	\$ (2,992.08)
9B	18" RCP	LF	112	\$ 71.18	\$ 7,972.16
10A	15" MES	EA	6	\$ (1,008.44)	\$ (6,050.64)
10B	18" MES	EA	8	\$ 1,384.40	\$ 11,075.20
11A	REMOVE EX MH (DEDUCT)	EA	1	\$ (564.48)	\$ (564.48)
13A	TYPE 1 CURB INLET (DEDUCT)	EA	1	\$ (950.00)	\$ (950.00)
	ADDITIONAL AMOUNT				\$ 16,679.32

Change Order includes increasing 15" RCP & MES to 18" and additional 18" RCP, sod and concrete driveways at 201 & 117 S. Sunset

Thank you for the opportunity.

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



Additional
Scope of
Project

South Sunset Blvd

Original
Scope of
Project



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: February 12, 2016

Subject: Proposed Amendment, Fairpoint Regional Utility System Bylaws

The City is one of the three founding members of the Fairpoint Regional Utility System (FRUS) along with Midway Water and Holley-Navarre Water System. Bylaws governing the operation of FRUS were established in 1999 and approved by all three agencies. Amendments of the Bylaws require the approval of all three.

On January 26, 2016, the FRUS Board voted unanimously to approve an amendment to the Bylaws to increase the spending authority of the "Officers and Board" of FRUS with specific authority from the current \$2,500 to \$10,000. The Attorney for FRUS prepared an amendment to the Bylaws to reflect this change for consideration by each agency.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE AMENDMENT TO THE FAIRPOINT REGIONAL UTILITY SYSTEM BYLAWS INCREASING THE SPENDING LIMIT BY AUTHORIZED OFFICERS AND THE EXECUTIVE DIRECTOR FROM \$2,500 TO \$10,000.

MICHAEL D. TIDWELL
ATTORNEY AT LAW

811 N. SPRING STREET

PENSACOLA, FL 32501

PHONE 850-434-3223

FAX 850-434-3822

E-MAIL - MTIDWELL@EMERALDCOASTTITLE.COM

MEMORANDUM

To: Paul Gardner, Matt Dannheiser, Mike Stebbins, Buzz Eddy

From: Mike Tidwell

Date: February 18, 2016

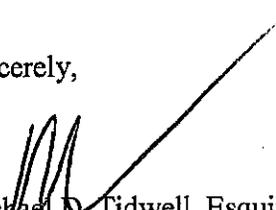
Re: Fairpoint By-Law Amendment

Gentlemen:

Paul asked me to prepare the documents necessary to amend the Fairpoint By-Laws related to the spending limit of the Executive Director. I have prepared a draft of the Amended By-Law and proposed consents from the three entities.

The unanimous consent of the three entities is required to amend. Let me know if you have any comments.

Sincerely,



Michael D. Tidwell, Esquire

MDT/kp

**Consent of CITY OF GULF BREEZE, a Florida Municipal Corporation, to
Amending the By-Laws of FAIRPOINT REGIONAL UTILITY SYSTEM,
INC.**

The undersigned, City of Gulf Breeze, at a duly convened and noticed meeting of the City Council, does hereby consent to the Amendment of Article VII, Section 6 of the By-laws of Fairpoint Regional Utility System, Inc., consistent with Exhibit "A" attached hereto.

This action is taken pursuant to action by the City Council and pursuant to Article VII of the Restated Articles of Incorporation of Fairpoint Regional Utility System, Inc.

Dated this _____ day of _____ 2016.

**City of Gulf Breeze,
a Florida municipal corporation**

By: _____
Mayor

Attest:

Secretary

EXHIBIT "A"

SECTION 6. Spending Authorization: The Officers and Executive Director of the Corporation, where authorized to make expenditures or incur debts and obligations on behalf of the Corporation, may do so without specific resolution of the Board of Directors only in those circumstances where the total cost for such expenditures do not exceed \$10,000.00. Advance approval by the Board of Directors shall be obtained in all instances when the amount of the obligation, liability or expenditure on behalf of the Corporation may exceed \$10,000.00.

**THE AMENDED BY-LAW IS ADOPTED AS OF THIS _____ DAY OF
_____ 2016.**

I, the duly appointed and acting Secretary of Fairpoint Regional Utility System, Inc., a not for profit corporation organized and existing under the laws of the State of Florida, do hereby certify that the foregoing is a true and correct copy of an Amendment to the by-laws of the corporation.

Secretary



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *JG*

Date: February 18, 2016

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. 325787 in the amount of \$11,660.61 for professional services through January 31, 2016 from GJTBS. A copy of the invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 325787 IN THE AMOUNT OF \$11,660.61 TO GJTBS.



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

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

Benjamin J. Zimmern

Director

Licensed in Florida and Alabama

bjzimmern@gallowayjohnson.com

118 E. Garden St

Pensacola, FL 32502

Tel: 850.436.7000

Fax: 850.436.7099

www.gjtbs.com

February 17, 2016
Electronic Mail

City of Gulf Breeze
Post Office Box 640
Gulf Breeze, FL 32562

Re: John Reese, Peter Peters and Mitzi Peters v. City of Gulf Breeze
Case No.: 2013 CA 000838
Our File No.: FL8352-3

Dear Mr. Eddy:

We have enclosed our invoice for professional services rendered and costs incurred in handling the above referenced matter for the period through January 31, 2016. This invoice is provided for your review only. We have sufficient funds in trust to pay the bill.

With best regards, I am,

Cordially,

/s/ Benjamin J. Zimmern

Benjamin J. Zimmern

BJZ/dsj

Enclosure (GJTBS #325787)



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

February 17, 2016
 Client: FL8352
 Matter: 000003
 Invoice #: 325787
 Resp. Atty: BJZ
 Page: 1

RE: Reese-Peters

For Professional Services Rendered Through January 31, 2016

TOTAL SERVICES	\$10,528.00
TOTAL DISBURSEMENTS	\$1,132.01
TOTAL CHARGES FOR THIS BILL	\$9,396.01
TOTAL NOW DUE	\$11,660.01

Wire Instructions

Bank Name: Capital One Bank
Address: 313 Carondelet St., New Orleans, LA 70130
Acct No.: 812301764
ABA No.: 065000090
Swift Code: HIBKUS44
For Account of: Galloway, Johnson, Tompkins, Burr and Smith

Due Upon Receipt. Please include the invoice number on all remittance. Thank you.



JOHNSON
TOMPKINS
BARR 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

February 17, 2016
Client: FL8352
Matter: 000003
Invoice #: 325787
Resp Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through January 31, 2016

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/04/2016	BJZ	Evaluate potential additional witnesses regarding use of same at upcoming trial.	0.20	\$250.00	\$50.00
01/05/2016	BJZ	Receipt and review detailed correspondence from Plaintiff attorney regarding city's claim of privilege in producing documents and objections to interrogatories.	0.40	\$250.00	\$100.00
01/05/2016	BJZ	Begin preparation of detailed response to Plaintiff attorney regarding basis for objections.	0.50	\$250.00	\$125.00
01/06/2016	BJZ	Review case file regarding identification of exhibits for use in trial.	0.70	\$250.00	\$175.00
01/06/2016	JFT	Continue analyzing all file material for pertinent documents to produce to Plaintiffs' in response to their Request for Production request.	2.70	\$95.00	\$256.50
01/10/2016	BJZ	Prepare correspondence to Plaintiff attorney regarding request for depositions and discovery response.	0.10	\$250.00	\$25.00
01/10/2016	BJZ	Preparation of draft witness and expert list regarding upcoming trial deadline for disclosure of same.	0.30	\$250.00	\$75.00
01/10/2016	DMA	Draft City's Fact and Expert Witness List.	0.30	\$95.00	\$28.50
01/11/2016	BJZ	Receipt and review Plaintiff's response to Request For Production and second interrogatories.	0.40	\$250.00	\$100.00
01/11/2016	DMA	Draft correspondence to potential construction expert.	0.10	\$95.00	\$9.50
01/11/2016	DMA	Supplement and finalize City of Gulf Breeze's Fact and Expert Witness List.	0.40	\$95.00	\$38.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/12/2016	BJZ	Receipt and review Plaintiffs' response to request for production and answers to interrogatories.	0.30	\$250.00	\$75.00
01/12/2016	BJZ	Supplement witness and expert list regarding compliance with court ordered deadline on same.	0.20	\$250.00	\$50.00
01/12/2016	BJZ	Receipt and review executed order denying Plaintiffs' motion for injunction.	0.10	\$250.00	\$25.00
01/12/2016	BJZ	Receipt and review voluminous document production received from plaintiff regarding response to request for production.	0.40	\$250.00	\$100.00
01/12/2016	BJZ	Begin preparation of draft exhibit list regarding upcoming trial.	0.70	\$250.00	\$175.00
01/13/2016	BJZ	Supplement City's privilege log of non produced materials.	0.20	\$250.00	\$50.00
01/13/2016	BJZ	Continued review of file materials for identification of additional trial exhibits.	0.40	\$250.00	\$100.00
01/14/2016	BJZ	Receipt and review Plaintiffs voluminous document production (~1,000 pgs) regarding identification of additional evidence in support of claim at upcoming trial.	2.30	\$250.00	\$575.00
01/14/2016	BJZ	Telephone Conference with City Clerk regarding production of emails from server.	0.10	\$250.00	\$25.00
01/14/2016	BJZ	Telephone Conference with City Attorney regarding status of eminent domain claim.	0.20	\$250.00	\$50.00
01/14/2016	BJZ	Prepare correspondence to Plaintiff attorney regarding production of documents and emails.	0.20	\$250.00	\$50.00
01/14/2016	BJZ	Prepare detailed response to Plaintiff attorney regarding document production and claim of privilege.	0.20	\$250.00	\$50.00
01/14/2016	BJZ	Supplement City's privilege log regarding documents not produced.	0.30	\$250.00	\$75.00
01/14/2016	BJZ	Continued preparation of trial exhibit list regarding prior correspondence, pleadings, discovery responses, photographs, and Plaintiff's production.	0.80	\$250.00	\$200.00
01/15/2016	BJZ	Telephone conference with City IT department regarding identification and production of emails.	0.20	\$250.00	\$50.00
01/15/2016	BJZ	Receipt and review correspondence from L.Dewberry regarding testimony and deposition.	0.10	\$250.00	\$25.00
01/18/2016	BJZ	Receipt and review Plaintiffs' notice of deposition for L.Dewberry.	0.10	\$250.00	\$25.00
01/18/2016	BJZ	Receipt and review Plaintiffs' motion to compel discovery.	0.40	\$250.00	\$100.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/18/2016	BJZ	Prepare response to Plaintiffs' motion for summary judgement on easement count regarding background of claims, prior argument by counsel, and legal basis for claim of right.	2.80	\$250.00	\$700.00
01/18/2016	BJZ	Begin preparation of response to Plaintiff's motion to compel.	0.70	\$250.00	\$175.00
01/19/2016	BJZ	Deposition preparation meeting with L.Dewberry.	0.40	\$250.00	\$100.00
01/19/2016	BJZ	Deposition of Lynette Dewberry.	0.90	\$250.00	\$225.00
01/19/2016	BJZ	Telephone conference with City IT department regarding email production.	0.10	\$250.00	\$25.00
01/19/2016	BJZ	Analyze ~800 documents identified for production pursuant to Plaintiff's request for production regarding privilege and relevance.	1.20	\$250.00	\$300.00
01/19/2016	BJZ	Receipt and review correspondence from citizen to mayor regarding support of public access.	0.10	\$250.00	\$25.00
01/19/2016	BJZ	Receipt and review correspondence from C.McCown regarding production of emails from City.	0.10	\$250.00	\$25.00
01/19/2016	BJZ	Continued preparation of response to Plaintiff's motion for summary judgement regarding legal issues related to claim of permanent injunction.	1.40	\$250.00	\$350.00
01/19/2016	BJZ	Review plaintiff's prior discovery responses regarding additional arguments to include in response to motion for summary judgement.	0.50	\$250.00	\$125.00
01/19/2016	BJZ	Receipt and review ~7,700 emails from City's IT department and review of same for production in response to Plaintiffs request for production.	2.80	\$250.00	\$700.00
01/19/2016	JFT	Receipt and review, Plaintiffs' Motion to Compel Discovery Response in preparation for analyzing file for additional discovery to produce to Plaintiffs' request.	0.20	\$95.00	\$19.00
01/19/2016	JFT	Analyze all correspondence in preparation for drafting Response to Plaintiffs' Motion to Compel Discovery Responses.	0.90	\$95.00	\$85.50
01/19/2016	JFT	Analyze file for pertinent documents to be used as exhibits in City's Response to Plaintiffs' Motion for Summary Judgement as to Count V.	0.80	\$95.00	\$76.00
01/19/2016	JFT	Receipt and review, Plaintiffs' Notice of Hearing on January 4, 2016.	0.10	\$95.00	\$9.50
01/20/2016	BJZ	Review appellate court docket regarding decision on appellate jurisdictional issue as impacting deadline for initial brief.	0.10	\$250.00	\$25.00
01/20/2016	BJZ	Receipt and review correspondence from L.Dewberry regarding new photographs of area.	0.20	\$250.00	\$50.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/20/2016	BJZ	Receipt and review correspondence from B.Eddy regarding attendance at upcoming hearing.	0.10	\$250.00	\$25.00
01/20/2016	BJZ	Supplement city's response to Plaintiff's 2nd request for production regarding identification of additional documents to be produced.	0.20	\$250.00	\$50.00
01/20/2016	BJZ	Supplement City's privilege log as to documents not produced.	0.20	\$250.00	\$50.00
01/20/2016	BJZ	Additional preparation in response to Plaintiff's motion to compel regarding recent case law on work product privilege.	0.40	\$250.00	\$100.00
01/20/2016	JFT	Continue analyzing all correspondence in file regarding City of Gulf Breeze and residents to provide to opposing counsel prior to hearing.	0.70	\$95.00	\$66.50
01/20/2016	JFT	Receipt and review, email from Lynette Dewberry requesting a copy of her transcript from deposition on 01/19/16.	0.10	\$95.00	\$9.50
01/20/2016	JFT	Draft response email to Lynette Dewberry regarding copy of her transcript from deposition on 01/19/16.	0.10	\$95.00	\$9.50
01/20/2016	JFT	Analyze file for pertinent documents for attorneys use at upcoming Hearing on Plaintiff's Motion to Compel and Plaintiff's Motion for Summary Judgment.	0.70	\$95.00	\$66.50
01/21/2016	BJZ	Prepare for hearing on Plaintiff's Motion for Summary Judgement and Motion to Compel.	1.80	\$250.00	\$450.00
01/21/2016	BJZ	Travel to Milton for hearing on Plaintiff's Motion for Summary Judgement and Motion to Compel.	0.40	\$250.00	\$100.00
01/21/2016	BJZ	Hearing on Plaintiff's Motion for Summary Judgement and Motion to Compel.	1.30	\$250.00	\$325.00
01/21/2016	BJZ	Return travel from Milton following hearing on Plaintiff's Motion for Summary Judgement and Motion to Compel.	0.50	\$250.00	\$125.00
01/21/2016	BJZ	Receipt and review Plaintiff's disclosure of witnesses and experts.	0.10	\$250.00	\$25.00
01/21/2016	BJZ	Begin preparation of supplemental notice of authority regarding cases in support of narrow interpretation of plaintiff's claim of injunction.	0.40	\$250.00	\$100.00
01/21/2016	BJZ	Evaluate additional case law for use in support of supplemental brief regarding interpretation of injunctions, necessary findings for injunctions, and due process problems with plaintiff's arguments.	0.70	\$250.00	\$175.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/21/2016	JFT	Continue analyzing all file correspondence to produce to opposing counsel regarding the City of Gulf Breeze and residents of Gulf Breeze.	0.30	\$95.00	\$28.50
01/21/2016	JFT	Analyze file for caselaw for attorney's use at Plaintiffs' Motion for Summary Judgment hearing 01/21/16.	0.60	\$95.00	\$57.00
01/22/2016	BJZ	Prepare correspondence to Plaintiff attorney regarding meeting to discuss exhibit lists.	0.10	\$250.00	\$25.00
01/22/2016	BJZ	Preparation of supplemental filing in opposition to Plaintiff's motion for summary judgement.	1.60	\$250.00	\$400.00
01/22/2016	BJZ	Evaluate additional case law on issues raised by Plaintiffs' at hearing regarding applicability of injunction to present dispute.	0.40	\$250.00	\$100.00
01/22/2016	BJZ	Analyze recent case law on dicta as non binding language regarding opposition to Plaintiffs' motion for summary judgment.	0.60	\$250.00	\$150.00
01/22/2016	BJZ	Receipt and review Plaintiffs' fact witness list.	0.20	\$250.00	\$50.00
01/22/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding discussion about exhibits and witnesses.	0.20	\$250.00	\$50.00
01/22/2016	BJZ	Continued preparation of trial exhibit list regarding identification of documents, correspondence and records for use at trial.	0.40	\$250.00	\$100.00
01/22/2016	JFT	Analyze file to identify witnesses/residents to subpoena to Trial for City of Gulf Breeze.	1.20	\$95.00	\$114.00
01/22/2016	JFT	Telephone call to resident, Lynette Dewberry regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to resident, Patt Neumann regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to Mark Gipson regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to resident, David Kemp regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to resident, Rodney Sutton regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to resident, Bryan Nobles regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/22/2016	JFT	Telephone call to resident, Anthony Cunningham regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to resident, Johnnie Green regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call from Steve Gipson regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call to Ron Pulley regarding Subpoena to Appear at Trial for City of Gulf Breeze.	0.10	\$95.00	\$9.50
01/22/2016	JFT	Telephone call from Lynette Dewberry regarding additional information regarding Trial.	0.10	\$95.00	\$9.50
01/25/2016	BJZ	Telephone Conference with M.Gipson, long time city employee, regarding background of knowledge as to public use of property.	0.70	\$250.00	\$175.00
01/25/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding request for privileged materials.	0.20	\$250.00	\$50.00
01/25/2016	BJZ	Continued preparation of notice of supplemental authority in opposition to Plaintiff's request for summary judgment on easement count.	0.70	\$250.00	\$175.00
01/25/2016	BJZ	Receipt and review correspondence from L.Dewberry regarding prior correspondence with city.	0.20	\$250.00	\$50.00
01/25/2016	BJZ	Receipt and review Plaintiffs' memorandum of law on Motion for Summary Judgement as to easement claim.	0.30	\$250.00	\$75.00
01/25/2016	BJZ	Evaluate additional case law for inclusion in notice of supplemental authority regarding issues related to prior court decision.	0.40	\$250.00	\$100.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to Lynette Dewberry.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to Subpoena to Appear at Trial to Lynette Dewberry regarding instructions prior to Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Receipt and review, email from Lynette Dewberry regarding her email to the City of Gulf Breeze in 2012.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft follow up email to resident, Bryan Nobles regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft follow up email to resident, Patt Neumann regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/25/2016	JFT	Draft follow up email to resident, Rodney Sutton regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Telephone call to resident, Hugh Skip Tanner regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Bryan Nobles.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Hugh Skip Tanner, Jr.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Johnnie Green.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, David Kemp.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Anthony Cunningham.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Rodney Sutton.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Patt Neumann.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Telephone call to resident, Jay Brazelle regarding Subpoena to Appear at Trial.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to resident, Jay Brazelle.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to Mark Gipson.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to Ron Pulley.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to Edwin Eddy.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft Subpoena to Appear at Trial to E. Wayne Parker, Sr.	0.20	\$95.00	\$19.00
01/25/2016	JFT	Draft correspondence to resident, Bryan Nobles with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, Patt Neumann with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, Hugh Skip Tanner with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, Jay Brazelle with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/25/2016	JFT	Draft correspondence to resident, Johnnie Green with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, David Kemp with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, E. Wayne Parker, Sr. with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/25/2016	JFT	Draft correspondence to resident, Rodney Sutton with instructions regarding Subpoena to Appear at Trial.	0.10	\$95.00	\$9.50
01/26/2016	JFT	Return telephone to resident, Jay Brazelle regarding Trial.	0.10	\$95.00	\$9.50
01/26/2016	JFT	Draft email to Thorton Processing regarding Subpoenas to Appear at Trial to be served.	0.20	\$95.00	\$19.00
01/26/2016	JFT	Analyze all file material for pertinent documents including: emails, correspondence, surveys, plats, deeds, photographs, minutes, discovery, motions, City of Gulf Breeze Police Department call logs, police reports, complaints, and newspaper clippings, to be used as City's exhibits at Trial.	1.80	\$95.00	\$171.00
01/26/2016	JFT	Bate stamp all trial exhibits including: emails, correspondence, surveys, plats, deeds, photographs, minutes, discovery, motions, City of Gulf Breeze Police Department call logs, police reports, complaints, and newspaper clippings, to be used as Defendant's exhibits at Trial.	0.90	\$95.00	\$85.50
01/27/2016	JFT	Receipt and review, email from Lynette Dewberry regarding her Affidavit.	0.10	\$95.00	\$9.50
01/27/2016	JFT	Draft response email to Lynette Dewberry regarding her Affidavit.	0.10	\$95.00	\$9.50
01/28/2016	BJZ	Telephone conference with Mayor regarding eminent domain claim and settlement discussions.	0.20	\$250.00	\$50.00
01/28/2016	BJZ	Receipt and review court's order denying Plaintiff's Motion of Summary Judgment.	0.20	\$250.00	\$50.00
01/28/2016	BJZ	Receipt and review correspondence from L. Dewberry regarding prior correspondence to city.	0.50	\$250.00	\$125.00
01/28/2016	BJZ	Prepare detailed correspondence to Mayor, City Manager and City Attorney regarding decision on Motion of Summary Judgment.	0.20	\$250.00	\$50.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
01/29/2016	BJZ	Meeting with Plaintiff attorneys regarding review of joint exhibit list.	0.80	\$250.00	\$200.00
01/29/2016	BJZ	Receipt and review correspondence from city manager regarding legal description of eminent domain parcel.	0.10	\$250.00	\$25.00
01/29/2016	BJZ	Prepare detailed correspondence to Plaintiff attorney regarding potential settlement negotiations.	0.30	\$250.00	\$75.00
Total Professional Services			52.90		\$10,528.00 ✓

PERSON/RECAP

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	35.50 ✓	\$250.00	\$8,875.00 ✓
DMA Dawn M. Adamek	0.80	\$95.00	\$76.00
JFT Jamie F. Thurman	16.60	\$95.00	\$1,577.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
11/12/2015	Zimmern, Benjamin- Mileage- PTC in Milton, FL (48 miles) (48 @ \$0.54)	\$25.92
12/09/2015	Zimmern, Benjamin- Mileage- PTC in Milton, FL (48 miles) (48 @ \$0.54)	\$25.92
12/14/2015	Zimmern, Benjamin- Mileage- hearing in Milton, FL (48 miles) (48 @ \$0.54)	\$25.92
12/22/2015	Zimmern, Benjamin- official copy of Clerk's record for appeal	\$411.00
01/14/2016	Wierzbicki Court Reporting- Deposition Expense- Court Reporting NML	\$440.00
01/15/2016	Wierzbicki Court Reporting- Deposition Expense- Invoice#84078 Deposition Transcript	\$176.25
01/21/2016	Zimmern, Benjamin- Mileage- 50 miles traveled to and from hearing on motion summary judgment (50 @ \$0.54)	\$27.00
Total Disbursements		\$1,132.01

February 17, 2016
Client: FL8352
Matter: 000003
Invoice #: 325787
Resp Atty: BJZ
Page: 10

TOTAL SERVICES	\$10,528.00	
TOTAL DISBURSEMENTS	\$1,132.01	
TOTAL CHARGES FOR THIS BILL	\$11,660.01	
NET BALANCE FORWARD		\$0.00
TOTAL NOW DUE		\$11,660.01

Wire Instructions

Bank Name: Capital One Bank
Address: 313 Carondelet St., New Orleans, LA 70130
Acct No.: 812301764
ABA No.: 065000090
Swift Code: HIBKUS44
For Account of: Galloway, Johnson, Tompkins, Burr and Smith

Due Upon Receipt. Please include the invoice number on all remittance. Thank you.

WIERZBICKI COURT REPORTING

Invoice

Registered Professional Reporters

220 West Garden Street
Suite 801, SunTrust Tower
Pensacola, FL 32502

(850) 438-0503 • Fax (850) 433-2430 • scheduling@pensacolacourtreporting.com
www.pensacolacourtreporting.com

BILL TO:

Benjamin Zimmern, Esquire
Galloway, Johnson, Thompkins, et al
118 E Garden St
Pensacola, FL 32502

INVOICE

84394

DATE:

1/6/2016

CM/as/ofc

DESCRIPTION	RATE	AMOUNT
O&1cc of 80 pages @ \$5.50 PP for the transcript of proceedings held before Judge Simon on 12/14/2015	5.50	440.00
Microcopy complimentary	0.00	0.00

Reporter: Connie Morse

Reese v. City of Gulf Breeze, 72027, 12/14/2015

Thank you for your business, Wierzbicki Court Reporting.

Happy Holidays!!

Total \$440.00

Please remit Yellow with Payment
Federal Tax ID#: 27-0918395

WIERZBICKI COURT REPORTING

Invoice

Registered Professional Reporters

220 West Garden Street
Suite 801, Sun Trust Tower
Pensacola, FL 32502
(850) 438-0503 • Fax (850) 433-2430 • scheduling@pensacolacourtreporting.com
www.pensacolacourtreporting.com

**BILL TO:**

Benjamin Zimmern, Esquire
Galloway, Johnson, Thompkins, et al
118 E Garden St
Pensacola, FL 32502

INVOICE #

84078

DATE:

12/3/2015

AW/as

DESCRIPTION	RATE	AMOUNT
1cc of 56 pages @ \$2.50 PP for the video deposition transcript of Ron Pulley taken on 11/30/2015	2.50	140.00
67 Exhibits	0.25	16.75
3 Exhibits Color	1.50	4.50
Microcopy complimentary	0.00	0.00
E-Tran transcripts of same	15.00	15.00

Reporter: Angela Wierzbicki

Reese v. City of Gulf Breeze, 71916, 11/30/2015

Thank you for your business, Wierzbicki Court Reporting.

Have a Wonderful Day!

Total

\$176.25

Please Remit Yellow with Payment
Federal Tax ID#: 27-0918395

Donald C Spencer
Clerk of the Circuit and County Courts
Santa Rosa County Florida

Receipt #: MX 2015055482 Case #: 15000175APMXAX Case Bal: \$ 0.00
Posting Date: 12/22/2015 Citation #:
Validn Date: 12/22/2015 Workstation: FEL JEM
Validn Time: 11:44 AM
Party Name: JOHN LANCE REESE
Party Name: MITZI PETERS
Party Name: PETER PETERS
Party Name: THE CITY OF GULF BREEZE
Payee Name:

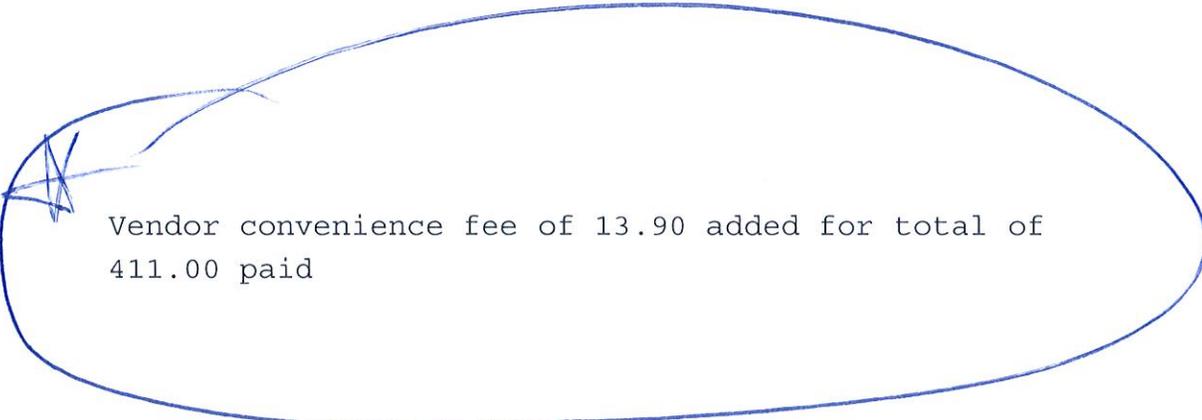
	Account Description	Detail Amount
620	POSTAGE	\$12.10
887	CF - COPY PUBLIC RECORD (LETTER OR LEGAL)	\$385.00

CREDIT CARD: \$ 397.10 Ref#:

TOTAL TENDERED: \$ 397.10
Cash Refund: \$ 0.00
TOTAL PAID: \$ 397.10

15000175APMXAX
15000175APMXAX
15000175APMXAX
15000175APMXAX

JOHN LANCE REESE
MITZI PETERS
PETER PETERS
THE CITY OF GULF BREEZE



Vendor convenience fee of 13.90 added for total of
411.00 paid

YOUR TRIP TO:

6865 Caroline St, Milton, FL 32570



FL 83503

30 MIN | **23.7 MI**

Trip time based on traffic conditions as of 4:50 PM on January 28, 2016. Current Traffic: Moderate

1. Start out going **west** on E Garden St/US-98 Bus W/FL-30 toward S Brue St.

Then 0.11 miles 0:11 total miles

2. Take the 2nd **right** onto N Palafox St.

N Palafox St is just past N Jefferson St.

Blimpie Subs & Sandwiches is on the corner.

If you are on W Garden St and reach N Baylen St you've gone a little too far.

Then 0.09 miles 0:20 total miles

3. Take the 1st **right** onto E Chase St/FL-294.

Mackey's Mudhouse And Grille is on the right.

If you reach E Gregory St you've gone a little too far.

Then 0.19 miles 0:38 total miles

4. Turn slight **left** to take the I-10 N ramp.

Then 0.38 miles 0:76 total miles

5. Merge onto I-110 N.

Then 5.58 miles 6:34 total miles

6. Merge onto I-10 E/FL-8 E via EXIT 6 toward Tallahassee.

Then 9.29 miles 15:62 total miles

7. Take the FL-281 N/FL-281 S exit, EXIT 22, toward Milton/Gulf Breeze.

Then 0.31 miles 15:94 total miles

8. Turn **left** onto FL-281/Avalon Blvd.

Then 5.02 miles 20:95 total miles

9. Turn **right** onto Highway 90/US-90 E/FL-10. Continue to follow US-90 E/FL-10.

If you reach the end of Worley Blvd you've gone about 0.3 miles too far.

Then 2.76 miles 23:72 total miles

10. 6865 CAROLINE ST is on the **right**.

Your destination is just past Elmira St.

If you reach Willing St you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

YOUR TRIP TO:



118 E Garden St, Pensacola, FL 32502-5624

28 MIN | **26.3 MI**

Trip time based on traffic conditions as of 4:51 PM on January 28, 2016. Current Traffic: Light

FL8352-3 Return from Hearing on Plt's MSJ as to CountV of Dft, COB's Amended Counterclaim

- 1. Start out going **northeast** on Caroline St/US-90 E/FL-10/FL-87 toward Willing St.

Then 1.13 miles 1.13 total miles

- 2. Turn **right** onto Ward Basin Rd/County Hwy-89.

Ward Basin Rd is 0.3 miles past Lundy Ln.

Tom Thumb Food Store is on the right.

If you are on Highway 90 and reach Red Brick Rd you've gone about 0.2 miles too far.

Then 2.59 miles 3.72 total miles

- 3. Merge onto I-10 W/FL-8 W toward **Pensacola**.

Then 15.62 miles 19.34 total miles

- 4. Merge onto I-110 S via EXIT 12 toward Pensacola/Pensacola Bch.

Then 6.30 miles 25.64 total miles

- 5. Merge onto E Garden St/US-98 Bus W/FL-30 via EXIT 1C toward **Historical Dist.**

Then 0.67 miles 26.30 total miles

- 6. 118 E GARDEN ST is on the **right**.

Your destination is just past N Tarragona St.

If you are on US-98 Bus W and reach S Brue St you've gone a little too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: February 18, 2016

Subject: Invoice Payment to Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.

On January 4, 2016, the City Council decided to retain the law firm of Smolker, Bartlett, Loeb, Hinds and Sheppard to assist the City with certain eminent domain, environmental and regulatory taking issues.

We have received the following invoices for professional services provided in January 2016:

Invoice No. 95527 \$ 625.00 – City's title of submerged portions of Wayside Park

Invoice No. 95528 \$ 625.00 – Regulatory taking by SRC of City-owned Tiger Point *(expense to SSRUS)*

Invoice No. 95529 \$8, 278.19 – Catawba Street Eminent Domain

Invoice No. 95530 \$ 712.50 – Florida Department of Transportation Bridge Expansion Project

A copy of each invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICES 95528 AND 95529 FOR A TOTAL AMOUNT OF \$ 8,903.19 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A. AND

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE CRA AND AUTHORIZE THE PAYMENT OF INVOICES 95527 AND 95530 FOR A TOTAL AMOUNT OF \$1,337.50 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A.

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561

January 31, 2016

Invoice # 95527

In Reference To: # 24136 - Review of history of City's title to submerged
portions of Wayside Park

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016 DS	Travel to City of Gulf Breeze; meet with clients; visit sites; return to Tampa.	2.50 250.00/hr	625.00
	For professional services rendered	<u>2.50</u>	<u>\$625.00</u>
	Balance due		<u><u>\$625.00</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	2.50	250.00	\$625.00

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561

January 31, 2016

Invoice # 95528

In Reference To: # 24137 - Possible claim of regulatory taking by Santa Rosa
County of City-owned Tiger Point Golf & CC

PROFESSIONAL SERVICES RENDERED

	<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016 DS Travel to City of Gulf Breeze; meet with clients; visit sites; return to Tampa.	2.50 250.00/hr	625.00
For professional services rendered	2.50	\$625.00
Balance due		\$625.00

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	2.50	250.00	\$625.00

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561

January 31, 2016

Invoice # 95529

In Reference To: # 24138 - The Catawba Street Eminent Domain

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016 DS	Travel to City of Gulf Breeze; meet with clients; visit sites; return to Tampa.	2.50 250.00/hr	625.00
1/12/2016 DS	Draft offer resolution; review surveys of two properties and quiet title parcels.	1.00 250.00/hr	250.00
1/13/2016 DNA	Project discussion with David Smolker (0.1); Case law research and analysis regarding beach access as valid public purposes and necessity for condemnation claims (2.0)	2.10 250.00/hr	525.00
DS	Review Ch. 73, 74, Fla. Stat.; draft resolution necessity and email to M. Stebbins transmitting same; review surveys.	1.75 250.00/hr	437.50
1/14/2016 DNA	Case law research and analysis regarding the public trust doctrine, expanding the doctrine to include perpendicular beach access as a valid public purpose; draft memo regarding same.	5.60 250.00/hr	1,400.00
DS	Review and exchange emails regarding resolution of necessity; conference with clients; revise resolution of necessity; review City's comprehensive plan and Chapter 163, Fla. Stat. regarding provision of beach access; further revisions to resolution; conference with	2.50 250.00/hr	625.00

		<u>Hrs/Rate</u>	<u>Amount</u>
	clerk regarding additional research on providing beach access as valid public purpose.		
1/15/2016 DNA	Meet with David Smolker to discuss further research of City's regs and comprehensive plan to provide support for condemnation and further review City of Gulf Breeze comprehensive plan, review shoreline protection ordinance, case law research on eminent domain for parks, easements for beach access and lakes.	3.60 250.00/hr	900.00
DNA	Complete research, compiled documents cited and finish memorandum	1.20 250.00/hr	300.00
DS	Conference with Jay Bartlett regarding scope of easement needed to be acquired in light of complicated title issues; review staff memo and M. Stebbins comments on resolution of necessity; provide comments to Buz Eddy; revise resolution of necessity; email same to client; conference with clerk regarding result of research confirming that condemnation for providing beach access is valid purpose; draft easement term sheet; email same to clients; review City codes regarding preservation of beach access.	4.00 250.00/hr	1,000.00
1/18/2016 DS	Telephone conference with M. Stebbins regarding resolution and title issues.	0.30 250.00/hr	75.00
DS	Draft, review, revise and finalize resolution of necessity, easement terms and legal designations; review and exchange emails with clients regarding same; review emails regarding appraiser; respond to same.	2.75 250.00/hr	687.50
1/19/2016 DS	Conference with M. Davidson regarding appraisal services; email clients regarding same.	0.25 250.00/hr	62.50
1/22/2016 DS	Review email from C. Carver regarding scope of appraisal; conference with Jay Bartlett regarding same.	0.75 250.00/hr	187.50

		<u>Hrs/Rate</u>	<u>Amount</u>
1/25/2016	JJB Prepare for and attend conference with Richard Parham; research regarding title to quiet title parcels.	1.00 250.00/hr	250.00
	DS Conference with Jay Bartlett regarding appraisal approval; prepare for meeting; meeting with R. Parham to debrief him on case.	1.00 250.00/hr	250.00
	DS Conference with M. Dannheiser; conference call with client regarding appraisal scenario; conference with R. Parham regarding same.	1.50 250.00/hr	375.00
For professional services rendered		<u>31.80</u>	<u>\$7,950.00</u>
Additional Charges :			
1/13/2016	Online research - For the month of January 2016		22.28
1/14/2016	Online research - For the month of January 2016		186.32
1/15/2016	Online research - For the month of January 2016		119.59
Total costs			<u>\$328.19</u>
Total amount of this bill			<u>\$8,278.19</u>
Balance due			<u><u>\$8,278.19</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Danielle N. Amico - Attorney	12.50	250.00	\$3,125.00
David Smolker - Attorney	18.30	250.00	\$4,575.00
Jay J. Bartlett - Attorney	1.00	250.00	\$250.00

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

	<u>Amount</u>
Previous balance of Client funds	\$0.00
1/20/2016 Deposit 24138 City of Gulf Breeze. Client Retainer. Check No. 150432	<u>\$5,000.00</u>
New balance of Client funds	<u><u>\$5,000.00</u></u>

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561

January 31, 2016

Invoice # 95530

In Reference To: # 24139 - Florida Department of Transportation Bridge
Expansion Project

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
1/6/2016 DS	Travel to City of Gulf Breeze; meet with clients; visit sites; return to Tampa.	2.50 250.00/hr	625.00
DS	Review title to city waterfront park; email client regarding same.	0.25 250.00/hr	62.50
1/22/2016 DS	Review and respond to emails regarding strategy for dealing with Florida Department of Transportation bridge taking.	0.10 250.00/hr	25.00
	For professional services rendered	<u>2.85</u>	<u>\$712.50</u>
	Balance due		<u>\$712.50</u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	2.85	250.00	\$712.50

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/23/2015

Subject: Special Legal Counsel

Pursuant to direction from the City Council, Mr. Stebbins obtained the enclosed retainer agreement from the law firm of Smolker Bartlett Loeb Hinds & Sheppard, P.A. (Smolker). Smolker is being retained to assist the City with certain eminent domain, environmental and regulatory takings issues as outlined in the agreement. The hourly rates are consistent with the prior discussion on this matter, with the principal partner charging \$250.00 per hour. Please note that the agreement provides for a retainer of \$5000.00 that will be applied against their final bill.

As the enclosed email indicates, Mr. Stebbins is comfortable with the agreement as to form. I would suggest that the retainer agreement be presented to the City Council for their consideration and approval.

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

Recommendation: That the City Council approve the retainer agreement with Smolker Bartlett Loeb Hinds & Sheppard, P.A. of Tampa Florida, authorize the City Attorney to execute the agreement on behalf of the City and authorize the payment of the \$5000 retainer.

Enclosures

December 23, 2015

VIA EMAIL AND U.S. MAIL

Michael J. Stebbins, Esq.
Law Office of Michael J. Stebbins, P.L.
504 N. Baylen St.
Pensacola, FL 32501

RE: City of Gulf Breeze various matters

Dear Mr. Stebbins:

Thank you for choosing our firm to represent the City of Gulf Breeze in connection with the following matters summarized below:

1. The Catawba Street Eminent Domain

The scope of this representation will be to represent the City in acquiring through eminent domain the property interests necessary to facilitate public access from Catawba Street to the shore of the Gulf of Mexico across property ownership of which is claimed by adjacent landowners.

2. FDOT Bridge Expansion Project

The scope of this representation will be to represent the City's interests in connection with the Florida Department of Transportation's ("FDOT's") proposed expansion of the Pensacola Bay Bridge which will involve FDOT's acquisition of a portion of the City-owned Wayside waterfront park.

3. Review of the History of the City's Title to the Submerged Portions of Wayside Park Property to Determine Existence of any Special Riparian Rights To Bulkhead and Fill.

The scope of this representation will be to review the title history of the submerged portions of the Wayside Park property to determine whether such portions may be accompanied by any special rights to bulkhead and fill, and, if so, to advise the City as to whether, and how best to utilize such rights.

4. Possible Claim of Regulatory Taking by Santa Rosa County of City-Owned Tiger Point Golf & Country Club Golf Course

The scope of this representation will be to represent the City in its efforts to secure relief from Santa Rosa County conditions of zoning approval of the City-owned and operated Tiger Point Golf & Country Club Golf Course requiring that the golf course lands be perpetually maintained as a gold course, and, if such relief is not forthcoming, to file and prosecute claims of inverse condemnation against the County.

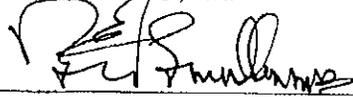
We will undertake this representation on an hourly basis in accordance with our standard terms and conditions for such matters. A copy of our Standard Terms and Conditions is attached. My hourly rate for this matter will be \$250.00. However, I will use other lawyers and paralegals, as I deem appropriate. It is our firm policy to require a retainer. In this case, we will require a retainer of \$5,000.00. This retainer will be held for application against our final bill.

We require a signed letter agreeing to the hiring of our firm for this matter. Please confirm your agreement with this letter by signing it in the space provided below and returning the original to me. Thank you for the opportunity to be of service.

Very Truly Yours,

SMOLKER BARTLETT LOEB
HINDS & SHEPPARD, P.A.

By:



David Smolker

DS/mhc

APPROVED AND AGREED ON THIS _____ DAY OF December, 2015

Michael Stebbins

SMOLKER, BARTLETT, LOEB, HINDS, & SHEPPARD, P.A.
STANDARD TERMS AND CONDITIONS

1. **FEES FOR SERVICES.** We will charge you a reasonable fee for our services based primarily on hourly rates established from time to time for the attorneys in our firm. Our hourly billing rates at the present time are as set forth below:

Attorneys:	\$250.00
Law Clerks:	\$150.00
Legal assistants:	\$ 75.00 - 150

Our billing rates are reviewed from time to time and may be increased as deemed necessary. Increases are effective January 1. Our firm's policy is to require some payment before we render services. Such an advanced fee assists us in covering the initial time to be expended on a new matter and also makes both attorney and you, our client, feel that they have established a firm professional relationship. This advanced fee will be applied to your final invoice, and any remaining balance will be returned to you. Furthermore, our policy is to require a written fee agreement to be executed by the client prior to rendering any legal services. If we undertake legal services without a written fee agreement (for example, but not limited to, circumstances involving unusual time constraints, or the simple failure of the client to return the signed agreement), all of the terms and conditions of the written fee agreement will apply to all services so rendered, regardless of whether or not the client signs the agreement, unless we are specifically advised by the client not to render any services.

2. **COSTS.** In connection with our representation, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include filing fees, recording costs, out-of-town travel expenses, delivery charges, long distance telephone charges, photocopies, postage, express mail, certified mail and the like, computer research charges, court costs (such as filing fee, newspaper publication, recording fees, etc.), title search fees and courier charges. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. In the event unusually large costs or advances are anticipated, we reserve the right to require a cost deposit from you prior to undertaking the expenditure of funds on your behalf. If consultants and expert witnesses are required in the prosecution or defense of any litigation, we will retain such consultants and expert witnesses only under the assumption that all of the fees, costs and expenses charged by such parties shall be solely the expense of the client, and not this law firm.

3. **PAYMENT OF FEES AND COSTS.** We will advise you monthly concerning the time spent on this matter (and the expenses incurred) plus any applicable sales tax. Payment for our services and/or expenses will be due within fifteen (15) days of the date upon which the statement is received. If you have any disagreement about the amount of any statement, you must advise us in writing within ten (10) days; otherwise, you agree to that statement. Past due accounts are subject to interest charges at the rate prescribed in *Section 55.03, Florida Statutes*. Any oral or written estimate of fees and costs is an estimate only and shall not constitute or be construed as a limitation on the total amount of fees and costs due to the Firm. Monthly invoices are the final expression of fees and costs that will be owed to the Firm. Unless the case is designated as a contingency fee case, fees and costs billed are due and payable in full, regardless of the outcome of a trial, closing or any other resolution of a matter.

4. **NON-PAYMENT OF FEES AND COSTS.** You understand that non-payment of any invoice for fees and costs which is rendered to you in accordance with the terms of this letter will constitute a default by you and we may, in our sole and absolute discretion (subject to court approval, if necessary), cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time.

In the event we are ultimately required to bring suit to collect any unpaid fees, costs and interest,

you understand that you will be required to pay the reasonable attorneys' fees, costs and interest we incur to enforce these terms and conditions. If we so elect, you hereby authorize us to submit any fee dispute to the fee arbitration program of the Florida Bar on your behalf to resolve the issue of fees and costs owed to the Firm for both the substantive representation and for fees and costs for collection pursuant to this Section 4.

Client files are owned by the Firm in accordance with applicable Florida law. Original client materials are owned by the client. Also in accordance with Florida law, you agree that we have the right to retain any and all original files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all fees, costs and interest due us under this agreement. Upon payment of all fees, costs and interest due, you can make arrangements for the return of the documents you provided. The Firm will retain the balance of your file for an appropriate time period. The Firm will make its best effort to return your documents, but it is your responsibility to secure them. If you do not secure the documents within six (6) months after the conclusion of the representation undertaken herein, the Firm will store them along with the rest of your file, and they will be destroyed at such time as the rest of your file is destroyed. You also agree to the imposition of a charging lien for any fees and costs due us on all money and other property that is preserved, protected or obtained as a result of the representation undertaken herein.

All attorneys' fees and costs incurred to date shall be paid prior to any trial or other final disposition of your case. The Firm reserves the right to withdraw from the representation in the event that there are unpaid bills outstanding for legal fees and costs at the commencement of any trial, hearing or closing of your matter.

By the execution and delivery of this agreement each of the Firm and the client agree that any dispute involving the fee agreement shall be tried by the Court and not a jury, and each of the Firm and the client agree to waive trial by jury in connection herewith.

5. **CONFIDENTIALITY; USE OF ELECTRONIC COMMUNICATION.** Due to the convenience of communications through e-mail and the use of cellular telephones clients are communicating with us through e-mail correspondence and cellular phones. Clients are advised that these forms of communication are not deemed secure and that confidentiality of client communications transmitted by those methods are not assured and could be compromised. Clients are advised not to use e-mail or cellular telephones to discuss matters that are of a sensitive nature and for which confidentiality is required. The Firm will only engage in use of such forms of communication upon the client's specific request with the client's full understanding of the potential lack of confidentiality. Additionally, documents that are sent to clients by e-mail are intended to be used by clients in the exact form sent to our clients. We will not be responsible for any loss, damage, liability, or claim that may arise in the event that a client modifies, alters, deletes or adds any material to any letter, legal document, or other instrument that is transmitted by us via e-mail to a client, unless we have specifically reviewed and approved the modification, alteration, deletion or addition.

6. **OTHER MATTERS.** In the event you engage us to render services with respect to other matters not covered by this engagement letter, in the absence of a written agreement to the contrary, those other matters will be handled on the same basis, and fees and costs will be payable under the same terms and conditions as provided for herein.

7. **TERMINATION.** You will have the right to terminate our representation at any time, subject to payment of all outstanding fees and costs. We will have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation.



Curt Carver <ccarver@gulfbreezefl.gov>

FW: Retainer Agreement - City of Gulf Breeze

1 message

Michael Stebbins <mjsteb@bellsouth.net>

Wed, Dec 23, 2015 at 1:15 PM

To: "Maureen H. Calhoun" <MaureenC@smolkerbartlett.com>

Cc: David Smolker <DavidS@smolkerbartlett.com>, Edwin Eddy <eaeddy@gulfbreezefl.gov>, ccarver@gulfbreezefl.gov, Matt Dannheisser <mayor@gulfbreezefl.gov>, Michael Stebbins <mjsteb@bellsouth.net>

Thanks Maureen.

Buz: Attached is the retainer agreement. It outlines the matters we have requested that law firm be retained to handle and reflects the agreed upon hourly rate. It requires a \$5,000.00 retainer to be returned along with the signed retainer agreement. The retainer will be applied against the initial billing until exhausted. After the retainer is exhausted, the City will be billed monthly for fees & costs accruing the previous month. I am comfortable with the retainer agreement.

Once approve by the City Council on 1/4/16, I can sign & date it and return it with the retainer.

Please call if you have any questions.

Mike

Law Office of Michael J. Stebbins, P.L.

504 North Baylen Street Pensacola, FL 32501

Phone: (850)434-9922