

# **GULF BREEZE CITY COUNCIL EXECUTIVE MEETING AGENDA**

**WEDNESDAY, NOVEMBER 2, 2016  
EXECUTIVE MEETING, 6:30 P.M.  
COUNCIL CHAMBERS**

1. ROLL CALL

2. PROCLAMATIONS AND PRESENTATIONS

Recognition of Sgt. Kerstan Tatro, Officer Jermel Kidd, Dispatcher Jared Speed and Mr. David Hammond

Proclamation recognizing Police Chief Robert Randle

3. ACTION AGENDA ITEMS

A. Change Order for reclaimed elevated tank for addition of a telecommunications corral

B. Madura Road emergency water main repair and fire hydrant replacement

C. Appointment to South Santa Rosa Utility System Board

D. South Santa Rosa Utility Board Recommendations

E. Resurfacing and Drainage F/Y 2016 & 2017

F. Declaration and Sale of Surplus Property

G. Purchase of two 2017 Ford Explorers for the Gulf Breeze Police Department

H. Giving's a Breeze project implementation

I. Special event application for the City of Gulf Breeze – Holiday Parade

J. Fireworks show for Autumn Breezes Fall Festival

K. Volunteer Firefighter stipend increase

L. Copier equipment purchase and service agreement

M. Invoice for Legal Services provided by Calhoun, Collister & Parham, Inc.

N. Invoice for Legal Services provided by Bryant Miller Olive P.A.

- O. Invoice for Legal Services provided by Smolker, Bartlett, Loeb, Hinds and Sheppard, P.A.
- P. Invoice for Legal Services provided by Galloway/Johnson/Tompkins/Burr and Smith
- Q. Invoice for Legal Services provided by Jenner & Block LLP

- 4. NEW ITEMS
- 5. INFORMATIONAL ITEMS
- 6. PUBLIC FORUM
- 7. 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.*

## ***PROCLAMATION***

***WHEREAS***, Robert Randle, the Chief of Police of the Gulf Breeze Police Department, will retire on November 4, 2016, after thirty-six (36) years of outstanding and meritorious service to the residents of the City of Gulf Breeze; and

***WHEREAS***, Chief Randle began his public safety career with the City in April of 1980 and, as a result of diligent work and demonstrated ability, he advanced through the ranks to his final and most important position of Gulf Breeze's "Chief of Police;" and

***WHEREAS***, after graduating Gulf Breeze High School, Chief Randle attended Pensacola Junior College and the University of West Florida before embarking on his career in law enforcement. Chief Randle was selected to attend, and successfully graduated from, the Federal Bureau of Investigations National Academy. He also completed the Florida Chief Executive Seminar, amongst many other achievements and accolades; and

***WHEREAS***, Chief Randle is credited with achieving many firsts for the Police Department. He was the Department's first full-time narcotics officer, where he worked closely with narcotics officers from surrounding agencies. He also partnered with his personal canine, Miranda, who later became the Department's first narcotics canine; and

***WHEREAS***, Chief Randle has served as a mentor to his peers and is an exemplary public servant to the residents of this community. He serves in leadership roles to numerous civic organizations such as Sertoma, United Way, and Relay for Life, just to name a few. He is well liked and respected by all who know him.

**NOW, THEREFORE**, by virtue of the authority vested in me as Mayor, I do hereby proclaim the day of November 4, 2016, as:

### ***Robert Randle Day***

in our community, and take this opportunity to express our sincere and grateful appreciate, and hereby extend to Chief Robert Randle our congratulations on his well-earned retirement, and our best wishes to him in the future.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Gulf Breeze, Santa Rosa County, Florida, to be affixed this 2<sup>nd</sup> day of November, 2016.

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Leslie A. Guyer, City Clerk

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Matt E. Dannheisser, Mayor



# *City of Gulf Breeze*

## MEMORANDUM

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

**FROM:** Thomas E. Lambert, Assistant Director of Public Services 

**DATE:** October 27, 2016

**RE:** Telecommunications Corral for Reclaimed Elevated Tank

It was recently suggested to staff that a telecommunications corral be placed on the reclaimed elevated tank for future use. Staff was investigating ways to increase the meter reading radio distance to accommodate the gas meters in the Holley-Navarre area and the best solution is moving the existing antenna closer to that area. The telecommunications corral will allow one base station to be moved to the reclaimed tank, increasing the effective area of the FlexNet meter reading system. It will also allow rental of space to other radio and cell providers.

The City and SSRUS currently rent space on the existing elevated tanks for radio and cellular communications. Installing the corral after the tank is complete would cost more than installing it during the construction. The contractor has stated that if approval is received by mid-November, this addition will not delay construction of the project. For this reason, staff brought this directly to City Council, but has informed the SSRUS Board of the pending action. The contractor provided a price of \$15,081 for the installation of the project.

**RECOMMENDATION: THE CITY COUNCIL APPROVE THE CHANGE ORDER TO THE RECLAIMED ELEVATED TANK PROJECT BEING CONSTRUCTED BY PHOENIX FABRICATORS AND ERECTORS, INC. FOR THE ADDITION OF A TELECOMMUNICATIONS CORRAL AT A COST OF \$15,081.**



# City of Gulf Breeze

## MEMORANDUM

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

**FROM:** Thomas E. Lambert, Assistant Director of Public Services 

**DATE:** October 27, 2016

**RE:** Water Main Emergency Repair

A major water leak was developed in a wetland area at the end of Madura Road. The difficulty of the repair requiring well pointing and the urgency to protect the integrity of the water system and the roadway from collapse was beyond current staff ability. Staff contacted a contractor who was available to begin work immediately.

During the repair, a fire hydrant began to separate from the main, and then became inoperable, necessitating the replacement at the same time. The older pipe system in this area was not built to current standards having no control valve and no additional reinforcing to assure the fire hydrant stay secure to the main during excavations. When it came loose from the main, the hydrant was damaged. The replacement was installed in accordance with current standards, with a control valve added.

The cost of the main repair and hydrant replacement is \$24,348.93 by Utility Service Company of Gulf Breeze. The funds will be taken from the SSRUS maintenance and repair budget. Staff has brought this directly to City Council, but has informed the SSRUS Board of the pending action.

**RECOMMENDATION: THE CITY COUNCIL APPROVE THE MADURA ROAD EMERGENCY WATER MAIN REPAIR AND FIRE HYDRANT REPLACEMENT TO UTILITY SERVICE COMPANY FOR \$24,348.936.**



UTILITY SERVICE CO.

October 24, 2016

City of Gulf Breeze  
 1070 Shoreline Drive  
 Gulf Breeze, Florida 32561  
 Attn: Mr. John Trypus  
 RE: Madura Rd. Potable Water Repairs

**Invoice**

**Madura 6**

Item #	Description	Unit	Qty	Unit Price	Extension
1	60 LF of 4" C-900 PVC Pipe & 4" Fittings	LS	1	\$ 3,890.96	\$ 3,890.96
2	Install New 2" Flush Assembly	EA	1	\$ 2,117.84	\$ 2,117.84
3	1" Water Service	EA	2	\$ 1,055.81	\$ 2,111.62
4	Remove & Replace Asphalt (include GAB)	LS	1	\$ 3,562.50	\$ 3,562.50
5	Dewatering	LS	1	\$ 2,875.00	\$ 2,875.00
<b>TOTAL</b>					<b>\$ 14,557.92</b>

**Madura 4**

Item #	Description	Unit	Qty	Unit Price	Extension
1	Remove Existing Flush Hydrant and Install New Flush Assembly	LS	1	\$ 3,737.41	\$ 3,737.41
2	Sod	SY	20	\$ 6.00	\$ 120.00
<b>TOTAL</b>					<b>\$ 3,857.41</b>

**4184 Madura Fire Hydrant**

Item #	Description	Unit	Qty	Unit Price	Extension
1	Remove and Replace Existing Fire Hydrant Assembly.	LS	1	\$ 5,753.60	\$ 5,753.60
2	Sod	SY	30	\$ 6.00	\$ 180.00
<b>TOTAL</b>					<b>\$ 5,933.60</b>

**GRAND TOTAL** **\$ 24,348.93**

Thanks for the opportunity

Payment terms: 30 day net





# City of Gulf Breeze

OFFICE OF THE DEPUTY CITY MANAGER

## MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Samantha D. Abell, Deputy City Manager *SA*

Date: October 27, 2016

Subject: Appointment of Mr. Dick Baker to South Santa Rosa Utility Services Board

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The City anticipates a vacancy on the South Santa Rosa Utility System (SSRUS) Board at the beginning of December. Mr. Dick Baker has expressed willingness to serve as an appointee.

Currently, Councilman-Elect Tom Naile serves as an at-large appointee on the SSRUS Board. Mayor Pro Tem Joe Henderson serves as representative of the City Council, but concludes his term at the end of November.

Mr. Baker is a resident of Gulf Breeze and holds significant understanding of the SSRUS, as a co-owner of the utility for more than a decade before the City's acquisition. Mr. Baker has a Master's of Business Administration Wharton School of Business at the University of Pennsylvania. He has a rich background in business management and regional civic engagement. Mr. Baker is either currently serving or has served on the University of West Florida (UWF) Board of Trustees, UWF Foundation, Chair of the Public Service Commission Board of Trustees, Community Maritime Board, TEAM Santa Rosa Board, Institute for Human Machine Cognition (IHMC) Board, Pensacola Chamber of Commerce Board, a founder of Rebuild Northwest Florida, and Gulf Coast Community Bank, just to name a few.

### **RECOMMENDATION:**

Council consideration of Mr. Dick Baker as appointee to the South Santa Rosa Utility System Board, beginning with the December meeting.



# *City of Gulf Breeze*

## **MEMORANDUM**

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

**FROM:** Thomas E. Lambert, Assistant Director of Public Services

**DATE:** October 25, 2016

**RE:** SSRUS Board Recommendations

The following recommendations were recommended by the SSRUS Board at their October 10, 2016 meeting.

### **Holiday Builders Impact Fee Refund Request**

The builder for the proposed Martinque Place subdivision has requested a refund of the impact fee down payment made to the utility. The builder has decided that completing the development is not feasible. Staff has recommended a 2% processing fee be charged for the refund.

The SSRUS Board met on October 25, 2016 and recommended to city council that holiday builders be refunded the impact fee down payment for 28 lots (\$36,400) less a 2% processing fee (\$728) for a total refund of \$35,762.00.

### **West Course Irrigation Renovation Bid.**

The original irrigation system was installed in 1983 and remained unchanged except for minor repairs. The advertised project included only holes one through nine, ten and eighteen. Staff focused the project on the holes where the piping system was intact and the majority of the head assemblies could be located and renovated.

While this project is not budgeted, staff recommends proceeding with the project funded from reserves. Reserved impact fees can be allocated to this project as it affects existing and future customers' disposal capacity.

The lowest responsive bidder was Eagle Golf & Athletics, Inc. from Florence, Alabama, with a bid of \$411,050. No local firms provided bids.

The SSRUS Board met on October 25, 2016 and recommended to the city council approval of the expenditure of \$411,050 for the west course irrigation renovation project of holes 1-9 and 10&18 awarded to eagle golf & athletics inc. And the additional expenditure of \$9,625 for projected missing head & swing arm assemblies to be used only as required through the duration of the project.

### **West Course Pond Repair**

The outfall structure for Pond 2, the major drainage pond on the west golf course, has become disconnected from its piping. This has caused erosion and allowed a bypass of the structure, lowering the lake level. Staff solicited quotes in December of 2015, but delayed the project for other concerns. The Department of Environmental Protection has become aware of the problem, and has asked the city to expedite the repair. Utility Service Company has agreed to honor their quote from 2015.

The SSRUS Board met on October 25, 2016 and recommended to the city council approve utility service company to complete the pond 2 repair at a cost of \$15,000, funded from budgeted repairs and maintenance.

### **RECOMMENDATION: THE CITY COUNCIL CONCURS WITH THE SSRUS RECOMMENDATIONS AND APPROVE TO FOLLOWING:**

- 1. REFUND THE IMPACT FEE DOWN PAYMENT FOR 28 LOTS (\$36,400) LESS A 2% PROCESSING FEE (\$728) FOR A TOTAL REFUND OF \$35,762.00.**
- 2. APPROVAL OF THE EXPENDITURE OF \$411,050 FOR THE WEST COURSE IRRIGATION RENOVATION PROJECT OF HOLES 1-9 AND 10&18 AWARDED TO EAGLE GOLF & ATHLETICS INC.**
- 3. THE ADDITIONAL EXPENDITURE OF \$9,625 FOR PROJECTED MISSING HEAD & SWING ARM ASSEMBLIES TO BE USED ONLY AS REQUIRED THROUGH THE DURATION OF THE PROJECT.**
- 4. APPROVE UTILITY SERVICE COMPANY TO COMPLETE THE POND 2 REPAIR AT A COST OF \$15,000, FUNDED FROM BUDGETED REPAIRS AND MAINTENANCE**



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** October 7, 2016  
**RE:** Holiday Builders Impact Fee Refund Request

A handwritten signature in blue ink, appearing to read "T. Lambert", is positioned to the right of the "FROM:" line.

The builder for the proposed Martinque Place subdivision has requested a refund of the impact fee down payment made to the City. The builder paid a down payment for impact fees on 28 lots to permit the property as part of its due diligence in purchasing the property for development. The builder has decided that completing the development is not feasible and requested a refund.

The City has refunded impact fees before, usually to commercial properties and for small units. Staff recommends that the refund be granted less a 2% processing fee for the refund.

**RECOMMENDATION: SSRUS Board Recommend to City Council that Holiday Builders be refunded the impact fee down payment for 28 lots (\$36,400) less a 2% processing fee (\$728) for a total refund of \$35,762.00.**



Rec'd For Review

RECEIVED SEP 02 2016

A red handwritten signature, likely of the recipient, Thomas E. Lambert.

Thomas E. Lambert  
Assistant Director of Public Services  
City of Gulf Breeze  
1070 Shoreline Drive  
Gulf Breeze, FL 32561

RE: Martinique Place, Soraco Road, Gulf Breeze, FL

Mr. Lambert

This letter is to serve as notice that Holiday Builders (HB) is requesting a refund of monies paid on July 25, 2016 for the amount of \$36,400 as prepayment for sewer tap fees for Martinique Place.

At the time of payment, HB was under contract, via a Purchase and Sale Agreement, to purchase land located along Saroco Road for development of the Martinique Place project mentioned above. HB intended to develop the property into 28 Single Family lots. Due to economic reasons specific to the Martinique Place project, HB will not be able to move forward with this development and therefore have cancelled the contract to purchase the property.

HB therefore requests a refund of \$36,400 from the City of Gulf Breeze.

Please feel free to contact Joe Everson with any questions.

Sincerely,

A blue handwritten signature of Joe Everson.

Joe Everson  
*Land Acquisition Manager*  
Gulf Division  
Holiday Builders, Inc.

enclosures:

1. South Santa Rosa Utilities – Low Pressure Sewer Agreement
2. Developers Agreement for Sewer Impact Fees
3. Receipt for Payment of Sewer Impact Fees

**DEVELOPER'S AGREEMENT FOR PAYMENT OF  
SEWER IMPACT FEES**

I, **Richard Fadil / CFO Holiday Builders**, as Authorized Agent of **Martinique Place**

consisting of **28 lots**, do hereby agree to the following:

Lots	Impact Fee per Lot	Impact Fee Total		Impact Fee Down Payment
28	(a) \$5,200 Sewer	\$145,600	X 25% =	\$36,400

Twenty-five percent (25%), or **\$36,400** of the total cost of tap fees shall be paid as down payment at the time of execution of Construction Permits by the City.

An additional twenty-five percent (25%), or **\$36,400**, shall be paid prior to the City's acceptance and signing of the Certification of Completion form required by the Florida Department of Environmental Protection prior to the system(s) being placed into operation.

The remaining impact fee (**\$2,600 per lot**) will be paid for each lot as the builder makes application for service to receive a building permit.

Additionally, I agree to adhere to the latest addition of the SSRUS Design and Construction Standards, including those regarding Owner provided weekly inspection reports. I agree to pay for extra hours and penalties in accordance with the Standards for failure by Owner or his contractor to adhere to these Standards.

*R. Fadil*

Owner or Authorized Agent

Date: 7/20/16

*Ashley Tyler*

City of Gulf Breeze, Authorized Agent

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

CITY OF GULF BREEZE

PO BOX 640  
GULF BREEZE, FL 32562

Receipt # 809218

06/28/16

Issuer: pritchett

Received Of: RICHARD EDDIE/CTO HOLIDAY BUILDERS

229 S W LAU GALLE BLVD  
MELBOURNE FL 32935

Description: SEWER CAPETS - MARLBOROUGH DISTRICT  
SE DIVISION  
STUDS at 5500004 ACJL PAVING  
\$6,400.00

The sum of: \$6,400.00

SSRI SEWER TAPS IMPACT FEE

Total

\$6,400.00

\$6,400.00

TENDERED:

CHECK

809193

\$6,400.00



# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** October 7, 2016  
**RE:** West Course Irrigation Renovation Bid.

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

Attached is a memo requesting approval of the West Course Irrigation Renovation project. The original irrigation system was installed in 1983 and remained unchanged except for minor repairs. The advertised project included only holes one through nine, ten and eighteen. Discussions with several irrigation specialists revealed that the remaining seven holes would require a large portion of pipe to be replaced as well as complete head replacements. Staff decided to focus on the holes where the piping system was intact, and the majority of the head assemblies could be located and renovated.

Staff expected the project to be \$250,000, but the results are higher than expected, with the low bidder proposing a cost of \$411,050. This cost would provide a system capable of disposing the full capacity that these holes can accommodate and allowing automatic control, versus the mostly manual control currently utilized. The newly renovated system should extend the life of the irrigation system for at least 20 years. The project will also provide an electric control system, which is easier to maintain than the hydraulic control system and allows us to maximize disposal capacity.

Being able to utilize the full capacity of the golf course for effluent disposal will be of importance to the utility in the future. The sale or lease of capacity sites, the expansion of sewer availability and the growth of the area all depend on adequate sewage treatment and disposal capacity.

While this project is not budgeted, staff recommends proceeding with the project funded from reserves. Reserved impact fees can be allocated to this project as it affects existing and future customers' disposal capacity.

**RECOMMENDATION: SSRUS Board Recommend to the City Council approval of the expenditure of \$411,050 for the West Course Irrigation Renovation project of holes 1-9 and 10&18 awarded to Eagle Golf & Athletics Inc. and the additional expenditure of \$9,625 for projected missing head & swing arm assemblies to be used only as required through the duration of the project.**

# CITY OF GULF BREEZE

## Tiger Point Wastewater Treatment Plant

### Interoffice Memorandum

DATE: 10/6/16  
TO: Vernon Prather; Thomas Lambert  
FROM: Jason Randell, WWTF Supervisor  
RE: West Course Irrigation Renovation Bid Results & Recommendations

Requests for proposals were sought for renovating the irrigation system on Tiger Point West golf course, holes 1-9, 10&18. There were two project options in the bid specifications. Option 1 called for replacing all existing underground rotary heads with new electronic rotary heads and installation of a computerized central control system. Option 2 called for replacement of the underground rotary heads at holes 1, 9, 10&18 with new electronic heads and the installation of a computerized central control system for these holes only, and replace holes 2-8 with above ground riser-style impact heads similar to the ERS fields, controlled only by ball valves at the heads.

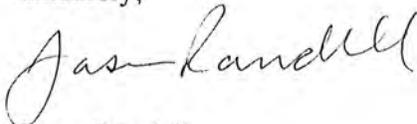
A separate unit cost for adding service saddles, swing arm assemblies, and heads was included in the RFP. This addresses the additional cost of replacing head assemblies in cases where existing head locations cannot be found in a reasonable manner. When a head location cannot be found in a reasonable amount of time, the contractor would be expected to add a new service saddle, swing arm and head in order to ensure 100% irrigation coverage. There is an estimated 550 head locations for the project, and 55 of those locations may be absent of a swing arm and head assembly.

**The following proposals were received:**

	<u>Option 1</u>	<u>Option 2</u>	<u>Unit cost</u>
1. Eagle Golf & Athletics Inc., Florence AL	\$411,050	\$441,800	\$175
2. ProRain Irrigation Services Inc., Athens AL	\$450,561	\$476,177	\$351
3. GT Irrigation LLC, Lake Worth FL	\$466,000	\$449,000	\$350
4. MRI Water Solutions, Hobie Sound FL	\$505,610	\$510,000	\$850

**Recommendation:** Approve expenditure of \$411,050 for the West Course Irrigation Renovation project of holes 1-9 and 10&18 Option 1 awarded to Eagle Golf & Athletics Inc. Approve additional expenditure of \$9,625 for projected missing head & swing arm assemblies to be used only as required through the duration of the project.

Sincerely,



Jason Randell  
WWTF Supervisor

**BID TABULATION SHEET**

October 04 2016

**Tiger Point Irrigation System Retrofit**

Company	Total Sum	Per Unit Cost	Mark Winning Bidder
<b>GT Irrigation</b>			
Option 1	\$ 466,000.00	\$ 350.00	
Option 2	\$ 449,000.00	\$ 350.00	
<b>Eagle Golf &amp; Athletics</b>			
Option 1	\$ 411,050.00	\$ 175.00	
Option 2	\$ 441,800.00	\$ 175.00	
<b>MRI</b>			
Option 1	\$ 505,610.00	\$ 850.00	
Option 2	\$ 510,000.00	\$ 850.00	
<b>Pro Rain</b>			
Option 1	\$ 450,561.53	\$ 351.25	
Option 2	\$ 476,176.82	\$ 351.25	

# CITY OF GULF BREEZE

## Tiger Point Wastewater Treatment Plant

### Interoffice Memorandum

DATE: 10/05/16  
TO: Vernon Prather; Thomas Lambert  
FROM: Jason Randell, WWTP Supervisor  
RE: Pond 2 Outfall Repair

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The existing outfall structure on Pond 2 has partially collapsed and disconnected from the outfall culvert pipe which has caused the pond to operate at a level lower than is designed. This has resulted in a shortened retention time for the pond which receives storm water runoff from the Tiger Point West golf course. In addition, there is excessive vegetative growth in the pond and on the pond berms. In December 2015, I contacted 3 local contractors in order to get quotes for the repair. The project was put on hold due to other higher priority repair projects that were ongoing at that time.

Recently, a resident walking by the outfall of Pond 2 noticed the drainage structure issue and thinking the pond was leaking reclaimed water to the sound, they contacted FDEP. FDEP followed up on the citizen's report and realized that it was one of our storm water retention ponds and not our reclaim storage pond. While this repair is not considered an emergency corrective action, FDEP asked that we move the project up on our priority list, since the pond receives storm water runoff from the Tiger Point West golf course, and the detention time is shortened due to the current condition of the outfall structure.

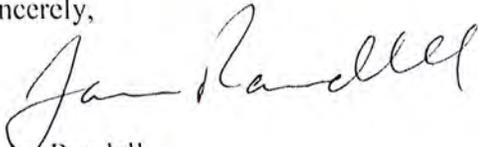
The results of the inquiries for quotes from December 2015 are as follows:

Utility Service Company:.....\$15,000  
Warrington Utility & Excavation:.....\$50,200  
Brown Construction:.....declined due to heavy work load

Utility Service Company, located in Gulf Breeze, has agreed to honor their quote from December 2015.

**Recommendation:** SSRUS Board approve the expense for the Pond 2 repair at a cost of \$15,000, funded from budgeted repairs and maintenance.

Sincerely,



Jason Randell  
WWTP Supervisor



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 West Outfall**

12/11/2015

	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization	1	ea		
2	Dewatering	1	ls		
3	Demo existing outfall structure	1	ea		
4	24" Tie in	1	ea		
5	24" HDPE	12	lf		
6	Protect hydraulic lines (valve control)	1	ls		
7	3" pvc	20	lf		
8	3" tie in	2	ea		
9	Borrowed backfill, compacted	100	cy		
10	Type "E" DBI (0' - 6' depth)	1	ea		
11	6" orifice	1	ea		
12	Seed & mulch	500	sy		
13	Prep pond slopes for rip rap	1	ls		
	<b>Grand Total</b>				<b>\$ 50,200.00</b>

**Please note price does not include the following:**

- \*\* Any payment & performance bond
- \*\* Any removal and/or replacing of unsuitable materials or moisture sensitive
- \*\* Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- \*\* Any alternate w/aluminum sluice gate
- \*\* Any trucking of contaminated water or fee's for pumping in sanitary sewer system
- \*\* Any rip rap
- \*\* Any NPDES permit filing fee & monitoring

**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
- \*\* Borrowed backfill will be used from existing dirt on site
- \*\* Dewatering quoted is for one (1) time only



**UTILITY SERVICE CO.**

December 7, 2015

City of Gulf Breeze Florida  
1070 Shoreline Dr.  
Gulf Breeze, FL 32561  
C/O: Jason Randell, Lead Operator

RE: Tiger Point Golf Course Pond Structure Repair

Utility Service Co., Inc. is pleased to provide the following scope and design estimate.

**Scope of Work:**

The existing pond overflow structure located just west of the water treatment facility is damaged and will not allow the pond level to be regulated. The existing structure and small amount of 24" ADS will need to be removed and replaced with a Type "E" ditch bottom inlet with grate. Elevations will be provided by Owner. Pond level will be regulated utilizing an 8" PVC pipe with 90 degree bend. The damaged 24" ADS and short section of 3" PVC irrigation will be replaced. The area will be backfilled, compacted and covered with seed/mulch for erosion control. An alternate for Type "E" inlet with aluminum sluice gate will be provided as well.

**Original Design Estimate:           \$15,000.00**  
**Additive Alternate Estimate:       \$TBD**

*Please see the following page for bid items*

Utility Service Co., Inc. is thoroughly grateful for the opportunity.

Signed,



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

December 7, 2015

City of Gulf Breeze, Florida  
1070 Shoreline Drive  
Gulf Breeze, FL. 32561  
Attn: Jason Kendell, Lead Operator  
RE: Tiger Point Golf Course Pond Structure Repair

### BID ITEMS

Item #	Description	Unit	Qty
1	MOBILIZATION	LS	1
2	DEWATERING	LS	1
3	EROSION CONTROL	LS	1
4	REMOVE EXISTING STRUCTURE/ PIPE	LS	1
5	TYPE "E" DITCH BOTTOM INLET 0'-6'	EA	1
6	24" ADS N-12 PIPE	LF	10
7	BACKFILL & COMPACT WITH FILL PROVIDED ONSITE	LS	1
8	SEED/MULCH	LS	1

Alt Item #	Description	Unit	Qty
1	ALUMINUM SLUICE GATE	EA	1





# City of Gulf Breeze

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** October 21, 2016  
**RE:** F/Y 2016 & 2017 Resurfacing & Drainage

This memo provides a summary of the F/Y 2016 and F/Y2017 paving activities and budgets. The F/Y 2016 General Fund Budget is \$407,000 and includes Poinciana Court, a portion of Poinciana Drive, Navy Cove Boulevard, Driftwood Avenue, Montrose Boulevard and Berry Avenue. Camelia Street and Washington Avenue were also paved in F/Y 2016 as part of the stormwater grant project. City Council also asked that the intersections of Fairpoint Avenue with Berry and Driftwood Avenues be added to the scope of work for drainage and paving improvements in addition to the approved budget.

Current expenses, project bids and estimates for the completed design indicate that we will spend \$428,000 for F/Y 2016 budgeted paving. The \$19,000 over the budget is mostly due to the additions of the Fairpoint Avenue intersections and a slight cost increases since the original budget was developed. As the majority of the work could not be completed in F/Y 2016, we ask that City Council approve funding these projects from reserves created by the unused funds budgeted for this work.

The F/Y 2017 General Fund budget for resurfacing is \$496,400 and includes Gilmore Drive, San Carlos Avenue, Hampton street, Dracena Way and Sliverthorn Road. Outside of this budget, Kevin Drive and Stearns Street are included for paving with funding from CRA. The F/Y 2017 paving has been divided by geography into two projects. The Gilmore Drive, San Carlos Avenue and Hampton Street project will account for \$330,700 of the budget, and will require that the city advertise a request for qualifications to select a design firm.

The remaining streets in F/Y 2017 are budgeted for \$214,700 (including CRA funds), which does not require a request for qualifications advertisement. Staff has asked Jehle-Halstead, Inc. to provide a fee for the design of these remaining streets. This firm has previously completed the design for Dracena Way, which the city did not utilize because of the stormwater project changes that required pavement crossings on Dracena Way. The design will require updating the existing design to match the new drainage features as well as adding Kevin Drive and Stearns Street to the design.

Bear Drive is scheduled for drainage work in F/Y 2017 budgeted at \$320,000 as well as paving in F/Y 2018 for \$119,100. The objective is to spread the funding over two fiscal years. However, the most economical way to proceed is to bid the drainage and paving as one project. Staff has prepared a schedule that will allow the project to span two fiscal years. Staff recommends authorization to proceed with a request for qualifications for the Bear Drive project.

The table below gives a summary of the project and budgets discussed above.

<u>Project Name</u>	<u>FY</u>	<u>Budget</u>	<u>Bid/Eng. Est.</u>	<u>Note:</u>
Poinciana Dr.	16	\$120,170	\$131,400	Approx. start date 11/01/16
Berry/Montrose/Driftwood/ Navy Cove/Fairpoint Intersections	16	\$210,000	\$265,000	Approx. bid date 11/15/16
Gilmore/San Carlos/Hampton	17	\$330,700		Design RFQ ad date 11/10/16
Dracena Way/Silverthorn	17	\$165,700		Release to Design 11/15/16
CRA Paving -Kevin/Stearns	17	\$49,000		Release to Design 11/15/16
Bear Drive Stormwater/Repaving	17/ 18	\$439,100		Design RFQ adv. date 11/10/16

We have attached the following to support the approval of the recommendation:

1. The staff determined schedule and the fee proposal from Jehle-Halstead, Inc. for the design of Dracena Way, Silverthorn Road, Kevin Drive and Stearns Street;
2. The proposed schedule and request for qualifications package for the Gilmore Drive, San Carlos Avenue and Hampton Street resurfacing design; and
3. The proposed schedule and request for qualifications package for the Bear Drive drainage and paving design.

**RECOMMENDATION: The City Council approve the following recommendations for resurfacing projects:**

1. **The expenditure of reserve funds in an amount not to exceed \$397,000 for budgeted resurfacing not complete in F/Y 2016,**
2. **Approve the proposed fee of \$3,750 from Jehle-Halstead, Inc. for the resurfacing design of Dracena Way, Silverthorn Road, Kevin Drive and Stearns Street,**
3. **Authorization to advertise the Request for Qualifications for the Gilmore Drive. San Carlos Avenue and Hampton Street paving project, and**
4. **Authorization to advertise the Request for Qualifications for the Bear Drive drainage and paving project.**



# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

Richard Hawthorne  
*Deputy Chief of Police*

October 6, 2016,

To: Edwin Eddy, City Manager

From: Acting Deputy Chief Armstrong *WA*

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 needs 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 general fund.

The reasons for this vehicle to be deemed surplus are:

- Repair costs have been excessive, over \$4600.00 for the past year,
- The air conditioner is not operational, and
- The vehicle is not practical for our needs.

(1) 2003 Lexus Convertible VIN: JTHFN48Y830037748

**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

## Police Department

Robert C. Randle  
*Chief of Police*

October 13, 2016,

To: Edwin Eddy, City Manager  
From: Acting Deputy Chief Armstrong *AB*  
Re: GovDeals Auction Items

I wish for the below items 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 needs 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 general fund.

- (1) Genesis handheld radar unit serial #GHD01060
- (1) Genesis VP handheld radar unit serial #04778
- (1) Kustom Talon handheld (moving /stationary) radar unit serial #T1109
- (1) Kustom Pro Laser 3 serial #PL10159

Each of these items is no longer operational for traffic enforcement.





# City of Gulf Breeze

## Police Department

Robert C. Randle  
*Chief of Police*

DATE: October 28, 2016  
TO: Edwin A. Eddy  
FROM: Robert Randle, Police Chief  
RE: Request to Purchase Two Police Vehicles

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### **REQUEST:**

Council approval to purchase two fully-equipped 2017 Ford Explorers.

### **BACKGROUND:**

The 2017 Law Enforcement budget includes funding for the purchase of two new equipped vehicles totaling \$102,052. This cost includes: (2) 2017 Ford Explorers (\$72,652), lap top computers (no cost, re-used), ticket printers (\$600), in car radios (\$10,400), in car video systems (\$8,000), radar units (no cost, received from Law Enforcement Challenge), computer stand (\$400), external lighting (\$200), graphics (\$2,000), and installation (\$1,600). The Police Department purchases vehicles from Hub City Ford Dealership in Crestview, as they have the state contract.

The FY2017 budget includes \$102,000 to be transferred from the Red Light Camera Fund to the Law Enforcement Fund's expense category Machinery and Equipment (001-0500-564-6400).

### **RECOMMENDATION:**

That the city council approve the purchase of two fully equipped 2017 Ford Explorers.

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: Buz Eddy, City Manager

From: Nathan G. Ford, Assistant to City Manager,  
William Welch, Gulf Breeze High School

Date: Oct 25, 2016

Subject: Sister Project for "Better Way to Give" – Project Implementation

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In April 2016 Council directed City Staff to develop a sister partnership to the 2016 Class of Leadership Pensacola (LeaP) "A Better Way to Give" Project. The initiative, spearheaded by the 2016 LeaP Class, seeks to "dramatically improve the lives of homeless" in the area. Uniquely painted parking meters have been placed at intersections through Pensacola, offering a process for making donations to the EscaRosa Coalition on the Homeless. The meters also serve as an educational tool on homelessness in our community. City Staff acquired old parking meters through the Pensacola Downtown Improvement Board and had them re-keyed.

Since Council direction in April, students from Gulf Breeze High School learned of the project and found it to be an interest for a long-term initiative. FBLA students have contacted City Staff and have presented a plan for completely supervising the initiative. To fit the culture and brand of Gulf Breeze, they have proposed naming the project, "Giving's a Breeze." A project like this would offer excellent service and educational opportunity for aspiring leaders. Specifically these students have come to staff with recommendations of several elements in maintaining the project to include;

- Marketing Plan
- Preparation/painting of the meters
- Collection of funds
- Maintenance Plan
- Long-term fundraising plan

City Staff proposes that the initial installation of the meters be done by the City and then handed over to the students, under their current Advisor, Jenae Cox. The City will identify appropriate locations within City property, and Principal Danny Brothers has indicated that the High School would be interested in several meters as well. Signage on these meters explaining their use and initiative will be approved by City Staff and submitted to Council.

**RECOMMENDATION: That the City Council approve the direct supervision of the sister project for "Better Way to Give" in Gulf Breeze, "Giving's a Breeze," to Gulf Breeze High School Students.**



# GULF BREEZE HIGH SCHOOL

**Daniel F. Brothers**  
Principal

**Rebecca L. Brown**  
Assistant Principal  
**Sean P. Tomey**  
Assistant Principal  
**Jon Watts**  
Assistant Principal

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675 Gulf Breeze Parkway • Gulf Breeze, FL 32561 • (850) 916-4100 • Fax (850) 916-4109

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October 26, 2016

Re: Giving's A Breeze

To Whom It May Concern:

I am taking this opportunity to give my approval for a new program being implemented by a group of Gulf Breeze High School students called "Giving's A Breeze". This program utilizes coin collection meters as a pathway for others to donate funds for the homeless people in our area.

Sincerely,

Daniel F. Brothers  
Principal





# *City of Gulf Breeze*

## **Memorandum**

To: Buz Eddy, City Manager

From: Nathan G. Ford, Assistant to City Manager

Date: October 24, 2016

Subject: 2016 Holiday Parade

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On Saturday December 3rd the City of Gulf Breeze, in partnership with the Gulf Breeze Chamber of Commerce would like to hold the Annual Holiday Parade. The proposed route of the parade is attached to this memorandum. The parade will be held on regular city streets beginning at 10:00 am. Participant line-up will begin at 8:00 am at the Gulf Breeze Elementary, Middle and High School bus loading zone. Use of the bus loading zone has been approved by all school principals.

The 2016 theme, *Merry Masquerade* was selected by Gulf Breeze Middle School students attending the City of Gulf Breeze After School Program (The REC).

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

**RECOMMENDATION: That the City Council approve the application for the 2016 Holiday Parade.**

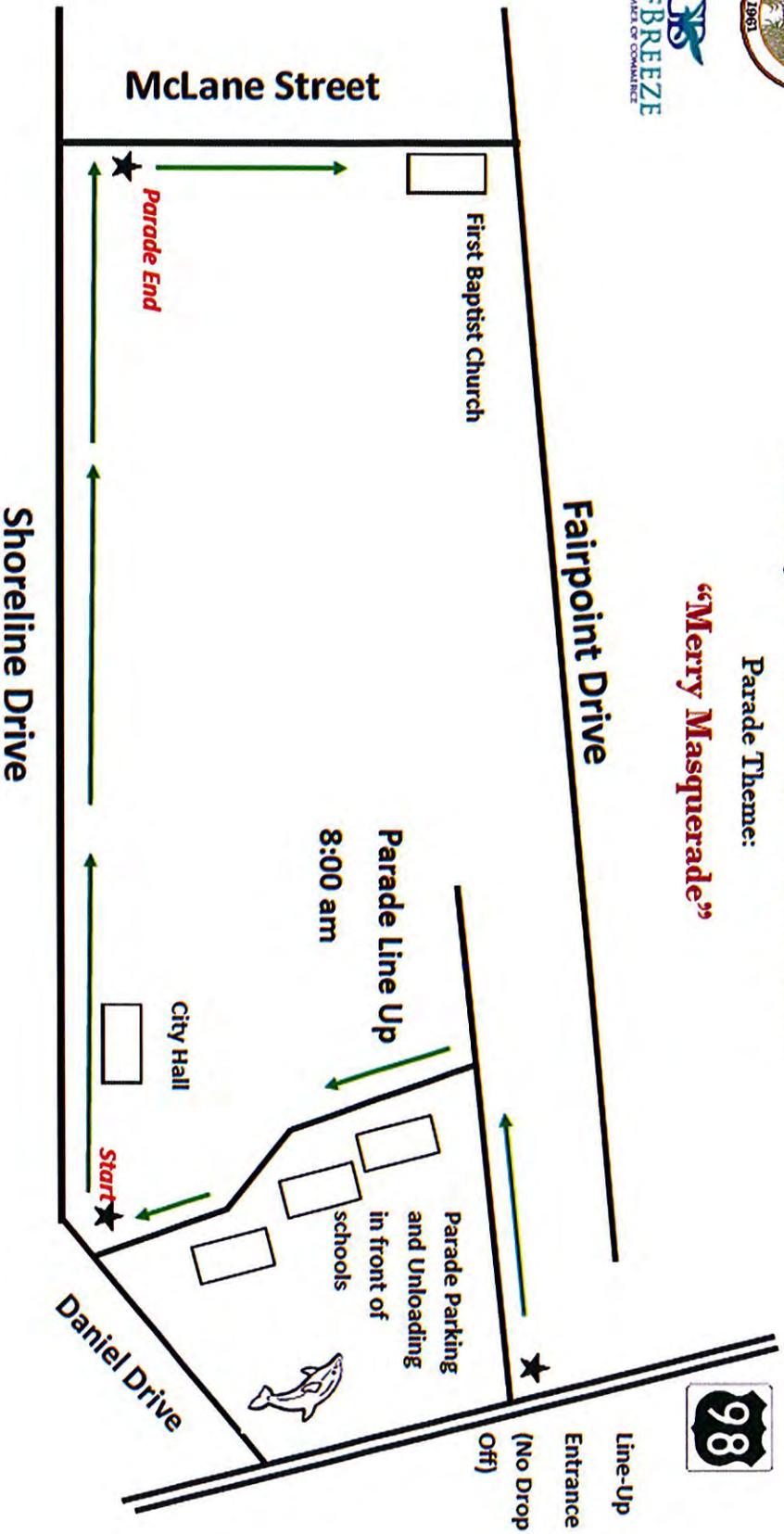


# 2016 Gulf Breeze Holiday Parade

Saturday, December 3, 2016, 10:00 AM

Parade Theme:

**"Merry Masquerade"**



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

THE CITY OF GULF BREEZE PRESENTS



Merry  
Masquerade  
Parade

December 3, 2016

10 a.m.

Shoreline Drive



**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.**

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

October 24, 2016  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name: Nathan Ford

Address: 1070 Shoreline Drive – Gulf Breeze, FL 32562

2. PERSON REQUESTING PERMIT:

Name: Same

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Name: Same

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

4. DATE, HOURS, AND LOCATION OF EVENT:

City of Gulf Breeze Holiday Parade -  
December 3rd - 10:00 AM start - Shoreline Drive



5. GENERAL DESCRIPTION OF ACTIVITIES: Holiday Parade

6. ESTIMATED ATTENDANCE: 1000+

7. NUMBER AND TYPE OF VEHICLES, IF ANY: Parade Vehicles,  
Floats, etc.

8. IF A FUNDRAISING EVENT, INDICATE PROPOSED USE OF FUNDS:  
No

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: \$ \_\_\_\_\_

Mark D. II  
Applicant's Signature

Oct. 24, 2016  
Date

*Approved by:*

\_\_\_\_\_  
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: October 27, 2016  
Subject: Fireworks Show

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As you are aware, the City Council authorized a fireworks show in conjunction with the Autumn Breeze Fall Festival. Pyro Shows is headquartered out of LaFollette, Tennessee and provides fireworks for the Blue Wahoos. They have employees (shooters) that live in the local area and a storage facility in Okaloosa County.

Pyro Shows staff met on site with city staff and after evaluating the venue, they determined a low-level show would be the best option. The show quoted would be approximately seven to eight minutes and would consist of a two-minute opening and a five to six minute main show. The maximum sized shell would be three inches in diameter and reach an altitude of 300 feet.

Staff is proposing to sole source the show to Pyro Shows for \$8,000. Pyro Shows price is based on several different government contracts they have been awarded in the past year. It is hard to pin down an exact price for a particular show because each one is custom tailored to the customer. Staff is also making the recommendation based on previous work experience. The fire department inspected their operations when they put on a private show for a resident in the Peake's Point Subdivision and it was carried out in a very safe and professional manner. They also conducted the fireworks display for the City of Milton's 4<sup>th</sup> of July Celebration.

Funding for the show would come from Tourist Development Council funds.

**RECOMMENDATION:** THAT THE CITY COUNCIL AUTHORIZE THE FIRE CHIEF TO CONTRACT WITH PYRO SHOWS FOR THE FIREWORKS SHOW FOR THE AUTUMN BREEZE FALL FESTIVAL IN THE AMOUNT OF \$8,000.

**PYRO SHOWS  
P.O. BOX 1776  
LAFOLLETTE, TN 37766**

**Contract Agreement**

This Agreement, made this 20<sup>th</sup> Day of October, 2016, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is 115 N. 1<sup>st</sup> Street, LaFollette, Tennessee 37766, and hereinafter referred to as **PYRO SHOWS** and **City of Gulf Breeze** with its principle place of business located at P.O. Box 640, in the State of Florida, 32561, hereinafter referred to as "Customer."

**WITNESSETH**

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

**I. FIREWORKS DISPLAY:** **PYRO SHOWS** agrees to furnish to customer a firework display (hereinafter "Show") pursuant to the display #16FL11-19CUST8000-0472 dated this 20<sup>th</sup> Day of October, 2016. The show will be given on the 19<sup>th</sup> Day of November, 2016.

**II. CANCELLATION:** **PYRO SHOWS** shall determine what weather conditions prohibit **PYRO SHOWS** from proceeding with the Show; in which case, **PYRO SHOWS** agrees to present the Show on the following day or previously agreed upon rain date. In addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be **RESCHEDULED** to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses **PYRO SHOWS** shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to **CANCEL** the Show for any reason, Customer must provide **PYRO SHOWS** with a thirty (30) days' written notice by certified mail, return receipt, to **PYRO SHOWS'** address as set forth above. Customer agrees that **PYRO SHOWS** shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay **PYRO SHOWS** fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide **PYRO SHOWS** with notice as set forth herein, Customer shall pay **PYRO SHOWS** the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.

**III. SECURITY AREA:** Customer agrees to furnish sufficient space for **PYRO SHOWS** to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by **PYRO SHOWS** from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of **PYRO SHOWS** or persons specifically designated in writing by the sponsor, and submitted and approved, to **PYRO SHOWS** prior to the event.

**IV. SITE CLEANUP:** **PYRO SHOWS** shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.

**V. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold **PYRO SHOWS** harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify **PYRO SHOWS** from any and all claims brought against **PYRO SHOWS** for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.

**VI. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of **PYRO SHOWS**.

**VII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless **PYRO SHOWS** from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.

**VIII. PERMITS AND LICENSES:** Customer shall assist **PYRO SHOWS** in the acquisition and maintenance of all necessary permits and licenses to enable **PYRO SHOWS** to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. Any expenses for security or stand by fire protection shall be the responsibility of the customer. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed

against PYRO SHOWS in and other actions, in any other jurisdiction.

**IX. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

**X. ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

**XI. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

**XII. WORKER'S COMPENSATION/EMPLOYEES:** PYRO SHOWS shall provide Worker's Compensation insurance for its employees only.

**XIII. INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

**XIV. PAYMENT TERMS:** City of Gulf Breeze shall pay PYRO SHOWS \$8,000.00. Customer shall submit a 50% deposit (\$4,000.00) upon return of signed contract by November 3, 2016. Balance will be due in PYRO SHOWS office prior to the day of show.

**XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

**IMPORTANT:** Checks must be payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Michael E. Walden, Vice President

CUSTOMER

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Signature Print Name Title

**WARRANTY EXCLUSIONS**

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



A Customized Fireworks Proposal Presented to



# Film in the Fields

November 19, 2016

Prepared by



*Transforming special occasions  
into EPIC EVENTS*

Pyro Shows is pleased to submit the following customized proposal for the City of Gulf Breeze, Florida for a fireworks display on November 19, 2016.

At Pyro Shows, our mission is to provide an **EPIC** fireworks event to excite and delight your audience while attracting a larger number of spectators to your venue!

Pyro Shows places great emphasis on product value, quality, and performance. Our dedicated diligence behind the scenes ensures the outstanding results that we love to provide.

Enjoy reviewing this proposal and remember, “customization” is the key. We will be happy to make adjustments to the proposal to achieve your vision of the show.

We look forward to hearing from you.

**James Woods**  
Director of Administrative Operations  
(423) 352-0018

**CUSTOM PROPOSAL**  
**16TN11-19CUST8000-0472**  
**November 19, 2016**

**PRESENTED TO:**

**City of Gulf Breeze**  
**1070 Shoreline Drive**  
**P.O. Box 640**  
**Gulf Breeze, FL 32561**

For

**“Film in the Fields”**  
**November 19, 2016**  
**\$8,000.00**

By

**PYRO SHOWS**  
P.O. Box 1776  
115 North 1<sup>st</sup> Street  
LaFollette, Tennessee  
800-662-1331

# **SHOW OVERVIEW**

## **City of Gulf Breeze Gulf Breeze, Florida**

Program Cost: \$8,000.00

Program Date: November 19, 2016

### **Included Services**

#### Insurance Liability Coverages:

General Liability \$5,000,000.00

Automobile Liability \$5,000,000.00

#### Insurance Agency:

Britton-Gallagher and Associates

1375 E. 9<sup>th</sup> Street, 30<sup>th</sup> Floor

Cleveland, OH 44114

#### Workers Compensation:

Full coverage as required by State and Federal law, including United States Longshoreman and Harbormaster coverage.

#### Compliance:

Pyro Shows adheres to the following regulatory requirements:

- BATFE – Bureau Alcohol, Tobacco, Firearms & Explosives
- FAA – Federal Aviation Administration
- NFPA 1123, 1124
- U.S. Coast Guard

# LOW LEVEL PRESENTATION

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Pyro Shows will present a variety of low level fireworks designed to fill up the sky for your immediate viewing audience. The fireworks are composed of both vertically launched and diagonally launched barrages, that will feature a colorful mixture of brilliant bombettes, silver willows, and crackling flowers, just to name a few.



Look for lots of comet tails and bright tracings of criss-crossed bursts. This low level presentation will feature a mix of colors, explosive sounds, and patters of light in this spectacular, crowd pleasing display.

# LOW LEVEL PRESENTATION

---

**The Popping Flower** launched from one 200-shot firing position. The Popping Flower produces comets that erupt into beautiful bouquets of smaller aerial bursts. The initial comets are emitted in a fan shape erupting 150 feet in the air. Then each of these eruptions burst into a multitude of smaller aerial bursts. This is an impressive cake. The final eruptions give a crowd pleasing crackling sound. This cake is a favorite that last 30 seconds.

**The Crackling Crossette** will fire 100-Shots from one firing position. Watch for these vertically launched shells that lead to an eruption like a typical Crossette, in many directions, but with a crisp addition of gold and glittery crackle along its 150-foot ascent. The duration is about 30 seconds.

**The Peachblow & Lemon-Yellow Tail** will be launched from one firing position firing 150 shots. This cake fires in rapid sequential steps in split second intervals. Peach Blow colors are actually sparkling purple and illuminations of green-yellow. This is a comet that streams colors right after release. There is no report or aerial burst just a "blow of color" from the cake. Expect an altitude of 150 feet in height and with duration of about 30 seconds.

**The Brocade Crown is by far the most popular** low level presentation firework that Pyro Shows offers. Everyone loves the vertical and angled launch of this beautiful falling willow in sparkling gold! These spectacular displays literally hang in the air. The duration is 45 seconds with the 250 shots breaking at 100 feet in altitude.

# MAIN BODY

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## 3" DIAMETER AERIAL SHELLS

- 20 ELECTRIC THUNDER SALUTES.** These are real sky shakers. These are American made cylindrical bombs that contain the maximum amount of high powered flash powder and titanium that provide a blast of sound and flash of light to resemble the crash of thunder and lightning at an altitude of over 300' in the air.
- 90 FANCY COLORED SHELLS** - These specially selected aerial shells are composed of cylindrical and ball shells to give you a combination of superior quantity and quality in a wide variety of effects. Some of the combinations and effects include Red, Silver, Blue, Purple, Green, Yellow, and Gold. Special pattern shells are also included in this group such as Rings, Hearts, and Stars. Optional shells available upon request are a wide variety of parachutes and duration to include: Grand Imperial Lantern, Silver Floating Caterpillar, Double Happy, Moon Warrior, Cluster of Stars and Splendid Flowers.
- 70 EXTRA FANCY SHELLS** - These more intricate multiple effect and precision shells are composed of many of the very best imported shells in France, Germany, Spain, China, Taiwan, & the USA, made throughout the world. The variety includes The Golden Butterfly, Blue Bees, Silver Palm Tree w/Green Tips, Color Chrysanthemum w/Color Changing Pistil and Jetting Flowers, Atomic Rings, Saturn Rings, Saturn Rings, Dragon Eggs, Thousand Oriental Flowers, Flying Meteor, Precious Pearls, and more.
- 10 SUPER DELUXE** - These shells also come in cylinder and sphere shapes, and they are made exclusively in the U.S. All shell colors are magnesium compounds to provide the brightest and most vivid colors available. These very powerful shells often break with the size, pattern, and density of shells twice their size. Colors include Glittering Tiger Tail to Purple Willow, Golden Dahlia to Emerald Star, Rainbow Magnesium, Orange and Silver Flitter, Weeping Cascade, Crimson Sky Amber Sun, and Golden Brocade Kamuro with Twinkling Tips.
- 10 SPECIAL EFFECT/ MULTIPLE BREAK SHELLS** - This class includes the ultimate in the art and science of pyrotechnology. It includes such favorites as Fish & Whistles, Serpents & Stars, Whistles and Color, Silver or Gold Glitter Crossettes, Artillery, Battle in the Clouds, Machine Gun, Tourbillion, and Double-Bubble. Please note when we say multiple break, we are saying two or more shells of the same size stacked on top of each other attached to be fired at the same time.

### Scene 1

The Film in the Fields fireworks show will begin with a Variety Crossette (Six Color). A Crossette explosion reaches a set height then erupts into colorful streamers sideways and outward with secondary bursts at the end of each streamer. This Crossette is in primary colors with brilliant streamers in fifteen rows of ten shots each. The main eruption occurs at 125 feet in altitude with the entire scene having a 30 second duration. Overhead twenty 3" shells consisting of Blue Bees and Silver Palm Trees illuminate the night sky.



### Scene 2:

Two firing positions will launch a total of 200 shots of Orange Peonies with Silver comets in a vertical pattern. This cake fires shells in sequential steps emitting shot of bright orange with silver tails. The altitude is about 125 feet. Fifteen rows of nine shots each provide a brilliant bright bouquet for 35 seconds. Look just a little higher. Twenty 3" shells including Color Chrysanthemums w/Color Changing Pistil and Jetting Flowers.



### Scene 3:

This scene will feature 300 shots with a myriad of colors rapidly fired in a "Z" pattern lighting the sky with the shades of a rainbow. The altitude is about 125 feet with a duration of 30 seconds. At an altitude of approximately 300 feet you will enjoy a selection of twenty 3" shells in assorted color shells of Red, Silver, Blue, Purple, Green, Yellow, and Gold.

**Scene 4:**

This scene will have two positions featuring 200 alternating shots of Green and Gold comets. The Comets are fired in an “S” pattern from two directions. The alternating Green and Gold peony shells break at 100 feet in height into bursts of glistening emerald and shimmering gold. All the while the sky above is emblazoned with an assortment of twenty 3” shells in Green Chrysanthemums and Golden Dahlias.



**Scene 5:**

This scene features 1.25 inch Crackling Swirl. A variable barrage of spirals reaching a set height and then erupting into colorful streamers sideways and outward with secondary bursts at the end of each streamer. This Crackling Swirl has vibrant colors with brilliant streamers. The main eruption occurs at 125 feet in altitude with the entire scene having a 30 second duration. Above this writhing scene will be twenty sequentially fired 3” shells including twisting Tourbillions in complimenting metallic hues.

**Scene 6:**

This scene delivers 250 multi colored shots fired from one position in a “Z” pattern. Watch for these diagonally launched shells that lead to a dynamic report like a typical Crossette but in many directions with streaming metallic tails. The duration is about 30 seconds. Oriental Flowers with Color Changing Pistils irradiate the horizon from twenty 3” shells fired in procession.



**Scene 7:**

This scene will consist of 250 shots in Red, Silver and Blue distributed in a “W” pattern creating a wave effect of flaming crimson red and starry sapphire with showers of sparkling silver. Silver Flitter and Red Kamuro Rings intertwine from the torrent of twenty 3” shells vertically launched.

**Scene 8:**

This scene offers 200 shots of 1.25-inch shells launched from two firing positions. The Happy Star produces comets that split into smaller aerial bursts. The initial comets are emitted in an “S” pattern erupting 150 feet in the air. Then each of these eruptions burst into a multitude of smaller aerial bursts. This cake is a favorite that last 30 seconds. The effect continues with 3” pattern shells simulating a “Smiley Face” outlined in silvery white stars with blue eye and a bright red smile.



**Scene 9:**

The Orange and Sea Blue Chrysanthemum offers a feast for the eyes with 80 shots rapidly fired in a “Z” configuration launched from one firing position. Ten rows of eight shots in waves of glowing Orange and Turquoise over a 30-second time period. Watch for a glint of bright white as the effect fades to black. This unique design is one the newest advancements in fireworks chemistry.

**Scene 10:**

The 1.25-inch Variety Crossette (Six Color) will be launched from two positions. A Crossette explosion reaches a set height then erupts into colorful streamers sideways and outward with secondary bursts at the end of each streamer. This Crossette is in primary colors with brilliant streamers in ten rows of ten shots each. The main eruption occurs at 125 feet in altitude with the entire scene having a 30 second duration. Overhead a vibrant assortment of Precious Pearls and Kamuros in multi colors emanate from twenty 3" shells.



**Scene 11:**

The Brocade Crown is by far the most popular low level presentation firework that Pyro Shows offers. Everyone loves the vertical and angled launch of this beautiful falling willow in sparkling gold! These spectacular displays literally hang in the air. The beginning of this scene will feature 250 shots breaking at 100 feet in altitude while 72 shots of 2.5" Brocade Crown burst at an altitude of 300' producing a glimmering waterfall of gold from above.



**Scene 12:**

**The Grand Finale!** The sweetest taste of the night is provided by your splendid GRAND FINALE. This selection of shells will provide a sparkling and dynamic ending to your show. It will include a variety of high-quality color and pattern shells, reports, and comets. Sixty seconds of intense concussions and vibrant bursts of color in a barrage of over 200 shots. A combination of 2.5" and 3" shells transforming the sky into a massive wall of color. As the grand finale progresses, a gradual shift will occur from color to thundering booms. The closing moments will feature an earth-shaking barrage of salutes ending with a flight of towering brocade and chrysanthemums.

# REFERENCES

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1. The Woodlands Township, Texas  
Show Name: “Waterway Nights”  
Show Date(s): June 4, 11, 18, & 25, 2016  
Show Value: \$8,000  
The Woodlands Township Contract Number: C-2016-0038  
Contact: Chris Nunes  
Ph: (281) 210-3486
2. NAS Meridian, Mississippi  
Show Name: “Freedom Fest”  
Show Date: June 24, 2016  
Show Value: \$10,500  
NAS Services Contract/Purchase Order Number: NAFMER-11-C-0039  
Contracting Officer: Matt Davis  
Ph: (601) 679-2608
3. NAS Corpus Christi  
Show Name: “75<sup>th</sup> Anniversary”  
Show Date: March 12, 2016  
Show Value: \$10,000  
NAS Services Contract/Purchase Order Number: NAFCOR-16-S-0016  
Contracting Officer: Brenda Ferarezza  
Ph: (904) 542-8837
4. Mayport Naval Station  
Show Name: “Freedom Fest”  
Show Date: June 25, 2016  
Show Value: \$13,000  
NAF Services Contract/Purchase Order Number: NAFMAY-16-S-0290  
Contracting Officer: Michael E. Green  
Ph: (904) 542-1681



# City of Gulf Breeze

## MEMORANDUM

To: Edwin A. Eddy, City Manager  
From: Craig S. Carmichael, Fire Chief  
Date: *CE* October 27, 2016  
Subject: Volunteer Firefighter Stipend Increase

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As discussed by the City Council in the budget workshops and as provided for in the Fire Department's Fiscal Year 2017 budget included a \$50 dollar a month stipend increase for the volunteer firefighters. The stipend program provides a nominal amount to reimburse the volunteers who provide services to our local citizens, and, in so doing, incur personal expenses. This is the first time since the implementation of the program that the reimbursement rates have been increased. Additionally, the payment is being adjusted to bring it more in-line with what other volunteers receive in Escambia County.

Attached, please find a revised policy that reflects the change in the reimbursement rates. No other language in the policy has changed other than the monetary rates and they are as follows:

Clerical	\$100 to \$150
Firefighter Trainee	\$100 to \$150
EMT or Paramedic	\$200 to \$250
Firefighter I or II	\$200 to \$250
Lieutenant	\$275 to \$325
Captain	\$300 to \$350
Assistant Chief or Deputy Chief	\$350 to \$400
Fire Chief	\$400 to \$450

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE A \$50 DOLLAR INCREASE IN THE MONTHLY STIPEND PAYMENT THAT QUALIFYING VOLUNTEER FIREFIGHTERS RECEIVE.**

**TITLE:** Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program

**REVISED:** November 7, 2016

**PURPOSE:** To promulgate policy and guidelines for payment of a stipend to volunteers who provide more than minimal services to our local citizens, and in so doing, incur personal expenses. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this Stipend will in some measure help cover those personal expenses.

**REQUIRED QUALIFICATIONS AND PAYMENT SCHEDULE:**

- I. Firefighter Trainee:** will receive \$150 if:
  - a. Completes orientation.
  - b. Must obtain certification as Florida Firefighter I within one (1) year of joining department or no further stipend payments will be made until a Florida firefighter certification is obtained.
  - c. Attends 2 approved training sessions and responds to 20% of the department's calls per month.
  
- II. Firefighter I or II:** will receive \$250 if:
  - a. Certified as Florida Firefighter I or II, attends 2 approved training sessions and responds to 20% of the department's calls per month.
  
- III Lieutenant:** will receive \$325 if:
  - a. Certified as Florida Firefighter I or II, attends 2 approved training sessions and responds to 20% of the department's calls per month.
  
- IV. Captain:** will receive \$350 if:
  - a. Certified as Florida Firefighter I or II, attends 2 authorized training sessions and responds to 20% of the department's calls per month.
  
- V. Assistant Chief or Deputy Chief:** will receive \$400 if:

- a. Certified as Florida Firefighter I or II, attends 2 authorized training sessions and responds to 20% of the department's calls per month.

**VI. Chief:** will receive \$450 if:

- a. Certified as Florida Firefighter I or II, attends 2 authorized training sessions and responds to 20% of the department's calls per month.

**VII. EMTs & Paramedics:** will receive \$250 if:

- a. This classification is for individuals who do want to serve the community as a firefighter; however, they have skills that can be used to provide emergency care to the citizens of the community and is within the scope of services provided by the department.
- b. Certified as a Florida EMT or Paramedic, attends 2 authorized training sessions and responds to 20% of the department's calls per month.
- c. EMTs and Paramedics can hold the ranks of Lieutenant through Assistant Chief or Deputy Chief and will receive a stipend payment equal to the appropriate rank listed above.

**VIII. Clerical Personnel:** will receive \$150 if:

- a. This classification is for individuals who do not want to serve the community as a firefighter; however, they have skills that can be used to provide clerical services and is within the scope of services provided by the department.
- b. Clerical positions must be authorized and approved in writing by the Fire Chief.
- c. Clerical personnel must attend 2 authorized training sessions per month and perform their assigned clerical duties.

**DISASTER PAYMENT:**

In the event of a local, state or national disaster, volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or his/her designee, for a period no less than 72 hours may receive a one-time

supplemental stipend payment not to exceed \$500. This payment is contingent upon available funding and must be approved by the City Council.

**PROCEDURES:**

The department utilizes computer software to document and log all activities, including: dispatched calls, training sessions, and special details. If possible, an Officer or the highest ranking Firefighter will be responsible for entering the activity report into the computer. After completing the report the Officer or highest ranking Firefighter shall ensure that the activity report is saved in the software thereby locking the report to all users except those who have administrator privileges. Only users who have administrator privileges will have access to add individuals to an activity report once it has been locked and will do so only after it has been authorized by the Chief.

The Chief will prepare a monthly stipend report at the end of each month that will include, but not be limited to, the following information: number of calls the department ran; number of members, by rank, who met qualifications and would be eligible to receive the Stipend, the total number of members in the department, and number of calls, drills, and special details each member participated in. The monthly stipend report will be submitted to City's Director of Finance or designee, no later than the 10th of the following month for processing and payment.

The Chief shall be responsible for maintaining personnel files and training records, which accurately reflect each individual's qualifications for their stipend level. These records shall be available for audit.

**ADDITIONAL GUIDANCE:**

- I. Credit may be received in lieu of calls runs for standing duty. Duty is defined as personnel manning the station for a set period of time ("shift"). The minimum shift is 4 hours. For this service there will be an allotment of call counts to add to the person's percentage as follows:

4 hour shift:	1 call
8 hour shift:	2 calls
12 hour shift:	3 calls
24 hour shift:	4 calls

During a shift, a Firefighter must participate in all departmental activities including but not limited to training, incident response and public relations events.

- II. Credit maybe given for special details. Special details should be a minimum of two (2) hours and must be approved and authorized by the Chief. Examples include but are not limited to parades, sporting event stand-bys and etc. Each special detail shall count for one call.
- III. Orientation will include is required for trainees and shall include:
  - a. Basic equipment and truck familiarization
  - b. Safety
  - c. Use of SCBA
  - d. Personal Protective Equipment
  - e. General Operating Guidelines
- IV. In the event that a Firefighter is involved in official fire department business such as classes, special meetings, association meetings, out of town training and upon approval of the Chief shall get credit for any calls run during that time.
- V. In the event that a Firefighter is sick, has to attend school or must work during regular scheduled training meetings, the Fire Chief may grant them an excuse from the training meeting attendance requirement for that particular month provided that they have met all other requirements. It is incumbent for the Firefighter to provide documentation of the absence by providing a written doctor's excuse for an illness or in the case of working, a paycheck stub or other documented proof. In the case of attending school, a copy of the student's schedule will suffice. It is up to the Firefighter to provide notification of an excused absence. Once the monthly statics have been complied and submitted to the Finance Department, no furthers changes will be made.
- VI. Any member who submits false paperwork, generates misleading or false incident reports to qualify for payment or commits a similar type of fraudulent act which results in the payment when payment is not due shall immediately be terminated from the Department. Additionally, the Department may pursue criminal charges for defrauding a governmental entity.

- VII. Authorized training sessions shall be the two general membership training sessions that take place on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month, the monthly maintenance meeting that occurs on the 4<sup>th</sup> Tuesday of each month, the explorer training session that takes place on Thursday of each week, or any other training approved by the Fire Chief. In order to receive credit for a training session, the Firefighter must actively participate unless assigned another task by the Fire Chief or instructor.

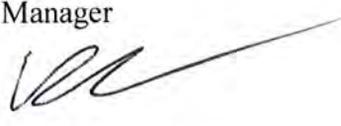


# City of Gulf Breeze

## MEMORANDUM

To: Buz Eddy, City Manager; Samantha Abell, Deputy City Manager

Thru: Craig S. Carmichael, DCS; Steve Milford, DF 

From: Craig Chamberlin, Code Enforcement Officer 

Date: October 28, 2016

Subject: **Copier Equipment Purchase and Related Service Agreement**

### **REQUEST:**

Consideration to purchase copiers and printer equipment to replace expiring lease and service agreements. The yearly service agreement includes toner, parts, maintenance and supplies.

### **BACKGROUND:**

The City's five year lease agreement for printer and copier equipment expires in March of 2017. City Staff proposes an outright purchase of new equipment and a service agreement, for a cost savings. At this time, equipment is provided and serviced through three separate companies: Berney Office Equipment, Office Technologies and Modular Imaging. The equipment is located in different facilities throughout the City; Modular provides the majority. Averages of the current monthly payments are provided below.

	<b>Equipment Lease</b>	<b>Service &amp; Supplies</b>	<b>Total</b>
Modular	\$740	\$1060.45	\$1800.45
Berney	\$83	\$110.37	\$193.37
Office Technologies	\$99.80	\$112	\$211.80
<b>Total</b>	<b>\$922.80</b>	<b>\$1282.82</b>	<b>\$2205.62</b>

### **DISCUSSION:**

After completing a preliminary needs assessment with our current leasing provider, staff determined that the City requires three copiers, eleven printers, and six multi-function printers for daily operations. Quotes were obtained from area suppliers. New leasing terms were unfavorable, with 15 to 20 percent interest rates. Therefore, the City obtained quotes for purchase.

Five companies responded to the request for quote. A summary is provided below.

	<b>Equipment Purchase</b>	<b>Monthly Service &amp; Supplies</b>
<b>Modular</b>	\$45,659	\$1016
<b>Berney</b>	\$28,150	\$974
<b>Office Technologies</b>	\$33,542	\$711
<b>Konica Minolta</b>	\$31,356	\$970
<b>DEX</b>	\$33,135	\$717

The low bid proposed by Berney was determined to include products that were consumer grade, not commercial grade. Modular submitted two proposals, one under the name Modular and one under DEX Imaging. The proposed bids were analyzed for factors including price, product and maintenance service. Staff finds Office Technologies provided the best quote for requested specifications. Office Technologies is the only locally owned company with a headquarters and warehouse in Pensacola. Additionally, the majority of the products that they propose are state term contract pricing.

Subsequently Staff completed a needs assessment with Office Technologies. A final price of \$36,505 was negotiated with Office Technologies for the purchase of 3 Sharp color copy machines, 2 Sharp B/W copy machines, 4 Lexmark color printers, 3 Lexmark color multi-function printers, 9 Lexmark B/W printers and 2 Lexmark B/W multi-function printers.

**FINANCIAL IMPACT:**

The Office Technologies purchase agreement provides a savings from current monthly lease payments, based on existing usage. Furthermore, a monthly service agreement of \$711 will provide the City with \$1,494 in additional monthly cash flow which can be used to pay off a \$36,505 purchase in twenty-five months. A financial impact spreadsheet is attached.

**RECOMMENDATION:**

**That the City Council approve the purchase agreement with Office Technologies for the price of \$36,505 and also approve the related service contract.**

**ATTACHMENTS:**

1. Comparative analysis spreadsheet
2. Printer list by location
3. Equipment schedule
4. Equipment acquisition agreement

**Printer List By Location**

Existing Type	ID	Building	Location	Proposed Type	Model	Price	Notes
Toshiba	5540C	City Hall	Main Print	Color Copier / Fax	Sharp 6070	\$ 9,865.00	
FS-5350DN	17312	City Hall	City Clerk	Color	C4150	\$ 769.00	
FS-5350DN	17315	City Hall	City Clerk	Color	C4150	\$ 769.00	
FS-5350DN	17309	City Hall	Ast City Ma	B/W Printer	M1145	\$ 465.00	Downgraded to B/W
Sharp M257	18404	City Hall	Main Finan	B/W Copier	Sharp 364N	\$ 3,125.00	
FS-5350DN	17310	City Hall	Finance Ste	Color	C4150	\$ 769.00	
FS-2020DN	17117	City Hall	Finance Of	B/W Printer	M1145	\$ 465.00	
		City Hall	Finance Su	500 B/W Printer	M3150	\$ 728.00	
FS-2126MFP	17307	City Hall	Communit	Color Copier / Fax	Sharp 2616	\$ 2,829.00	Upgraded to Ledger
						\$ 19,784.00	
FS-5350DN	17311	Public Works	Main Office	Color	Eliminate		
FS-5350DN	17313	Public Works	Thomas	Color	C4150	\$ 769.00	
FS-5350DN	17314	Public Works	Harlod	B/W	M1145	\$ 465.00	Downgraded to B/W
FS-3140	17146	Public Works	Main Office	MFP B/W / Fax	Eliminate		
		Public Works	Main Office	Color Copier	Sharp 3050	\$ 3,705.00	Replaces Eliminated
		Public Works	Ready Roo	B/W MFP	XM1145	\$ 465.00	Used / Replaces No Contract
						\$ 5,404.00	
FS-2020DN	17300	Field Ops	Ron Office	B/W Printer	Eliminate		
FS-3140	17304	Field Ops	Jon Kansig	B/W MFP	Eliminate		
		Field Ops	Main Office	Color Copier / Fax	XC4140	\$ 1,398.00	Replaces Eliminated
		Field Ops	Jon Trypus	B/W Printer	M1145	\$ 465.00	Replaces No Contract
FS-2020DN	17302	Field Ops	Waste Wat	B/W Printer	M1145	\$ 232.50	Used
FS-3140	14305	Field Ops	Waste Wat	B/W MFP	XM1145	\$ 898.00	
						\$ 2,993.50	
FS-2126MFP	17321	Community Center	Ron Office	MFP Color	Eliminate		
FS-3140	17306	Community Center	Mark Gipsc	MFP B/W	XC4140	\$ 1,398.00	Upgraded to Color
Kyocera	55370	Community Center	Main Print	B/W Copier / Fax	Sharp 3050	\$ 4,365.00	Upgraded to Color
		Community Center	GBSA	B/W Printer	M1145	\$ 465.00	Replaces No Contract
						\$ 6,228.00	
FS-2020DN	17301	Fire	Watch Roo	B/W	M1145	\$ 465.00	
FS-2126MFP	17308	Fire	Watch Roo	MFP Color	XC4140	\$ 1,398.00	
		Fire	Scott Office	B/W Printer	M1145	\$ 232.50	Used / Replaces No Contract
						\$ 2,095.50	
<b>Total</b>						\$ 36,505.00	
	Sharp	Copier					
	XM1145	B/W MFP					
	M1145	B/W Printer					
	M3150	500 Sheet B/W Printer					
	XC4140	Color MFP					
	C4150	Color Printer					
		Eliminate					
		Add / Replaces Consumer Printer					



## AGREEMENT

CPC Office Technologies referenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be cancelled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

### For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

### For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced. CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default.

Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

**Meter Collection:** For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

**Connectivity Technical Support "CTS":** Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

**No Liability for Consequential Damages:** CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

**Additional Terms:** This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

**Title:** Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest.

**Limitation of Liability and Warranties:** Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

**Delays:** CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

**Taxes:** CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

**Recovery of Costs:** Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred.

1/1/2015



## AGREEMENT

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**Meter Collection:** For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

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**No Liability for Consequential Damages:** CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

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1/1/2015



**EQUIPMENT SCHEDULE**

AGREEMENT NO.:

**DESCRIPTION OF EQUIPMENT**

MAKE, MODEL NUMBER & INCLUDED ACCESSORIES	SERIAL NO.	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
Sharp MX-6070N Color MFP		<input type="checkbox"/>			0	0	.0071	.0424
Sharp MX-3050N Color MFP		<input type="checkbox"/>			0	0	.0086	.0475
Sharp MX-2616N Color MFP		<input type="checkbox"/>			0	0	.0091	.0475
Sharp MX-M364N B&W MFP		<input type="checkbox"/>			0	0	.0071	N/A
Lexmark XC4140 Desktop Color MFP		<input type="checkbox"/>			0	0	.0085	.055
Lexmark C4150 Color Printer		<input type="checkbox"/>			0	0	.01	.0625
Lexmark XM1145 (New) Desktop B&W MFP		<input type="checkbox"/>			0	0	.012	N/A
Lexmark M3150 (New) B&W Printer		<input type="checkbox"/>			0	0	.0087	N/A
Lexmark M1145 (New) B&W Printer		<input type="checkbox"/>			0	0	.0115	N/A
		<input type="checkbox"/>						
Lexmark XM1145 (Refurb) Desktop B&W MFP		<input type="checkbox"/>			0	0	.0155	N/A
Lexmark M1145 (Refurb) B&W Printer		<input type="checkbox"/>			0	0	.015	N/A
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TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

**VERIFICATION**

The undersigned acknowledges having received a copy of this Schedule. A copy of this document containing your original or facsimile signature, or other indication of your intent to agree to the terms set forth herein, shall be enforceable for all purposes.

**X**

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE





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# EQUIPMENT ACQUISITION AGREEMENT

910 E CERVANTES ST. PENSACOLA, FL 32501  
 P: 850-432-1580 F: 850-432-8666

[WWW.CPCTEK.COM](http://WWW.CPCTEK.COM)

Date 10/25/16	Purchase Order	Account Manager	Authorized Approval
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### Installation: Customer Information

### Bill To: Customer Information

Company Name City of Gulf Breeze		Company Name City Of Gulf Breeze	
Address 1070 Shoreline Dr. (City Hall)		Address	
City, State Gulf Breeze, FL	Zip 32561	City, State	Zip
Phone# (850) 934-5100	Fax#	Phone#	Fax#
Contact Craig	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description- Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
1	Sharp MX-6070N Color MFP* (Main MFP)	<input type="checkbox"/>	\$ 9,865.00	\$ 9,865.00
	*Includes DE28, FN29, RB25, FX15, TR19	<input type="checkbox"/>		\$ 0.00
1	Sharp MX-2616N Color MFP w/ DE12* (Community Service)	<input type="checkbox"/>	\$ 2,829.00	\$ 2,829.00
3	Lexmark C4150 Color Printers (City Clerk X 2, Finance Steve)	<input type="checkbox"/>	\$ 769.00	\$ 2,307.00
1	Sharp MX-M364N B&W MFP* (Finance Main MFP)	<input type="checkbox"/>	\$ 3,125.00	\$ 3,125.00
	*Includes DE12, TU12, FX11, TR13N	<input type="checkbox"/>		\$ 0.00
1	Lexmark M3150 B&W Printer (Finance Sub Office)	<input type="checkbox"/>	\$ 728.00	\$ 728.00
2	Lexmark M1145 B&W Printer (Finance Office, Asst City Mngr)	<input type="checkbox"/>	\$ 465.00	\$ 930.00
		<input type="checkbox"/>		\$ 0.00
		<input type="checkbox"/>		\$ 0.00
	*Sharp equipment/CPC pricing per State Contract # 600-000-11-1		<b>Sub-Total</b>	\$ 19,784.00

TRANSACTION TYPE: LEASE-  CASH-  RENTAL-

Tax	
<b>Total</b>	\$ 19,784.00

LEASE FINANCING PROVIDED BY: \_\_\_\_\_ TAX EXEMPT: YES-  NO-

IT CONTACT NAME: \_\_\_\_\_ IT PHONE #: ( ) - \_\_\_\_\_ CERTIFICATE #: \_\_\_\_\_

### CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)

BASE CHARGE	B&W Images Included	Color Images Included	B&W Excess Rate	Color Excess Rate	SERVICE CONTRACT DETAIL	CTS AGREEMENT
N/A	CPC	CPC	various	various	Contract Type: (Choose One) All Inclusive- <input checked="" type="checkbox"/> Parts & Labor- <input type="checkbox"/> Color Supplies Not Included- <input type="checkbox"/> Other- <input type="checkbox"/> _____	Contract Coverage: YES- <input type="checkbox"/> NO- <input type="checkbox"/> Price: \$ _____ Term: _____ Months
Contract Start Date: Upon Delivery	Base Billing Frequency: Monthly- <input type="checkbox"/> Annual- <input type="checkbox"/> Quarterly- <input type="checkbox"/>		Overage/CPC Billing: Monthly- <input checked="" type="checkbox"/> Quarterly- <input type="checkbox"/> Bi-Annual- <input type="checkbox"/> Annual- <input type="checkbox"/>			

**Special Instructions:**  
 Service contract is all inclusive covering all parts, labor and supplies. Usage will be billed as a zero base cost per copy.  
 See attached "Equipment Schedule" for breakdown of model specific Cost Per Image charges.

*By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement.  
 This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.*

\_\_\_\_\_  
 Customer Representative

\_\_\_\_\_  
 CPC Representative

\_\_\_\_\_  
 Authorized Signature                      Date  
 Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature                      Date  
 Printed Name & Title: \_\_\_\_\_

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This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default.

Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior **written** authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

**Meter Collection:** For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

**Connectivity Technical Support "CTS":** Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

**No Liability for Consequential Damages:** CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

**Additional Terms:** This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

**Title:** Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest.

**Limitation of Liability and Warranties:** Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

**Delays:** CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

**Taxes:** CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

**Recovery of Costs:** Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred.

1/1/2015

	Quantity	Item Cost	Total Cost	Brand	Service Rate			Usage						
								Copier	B/W	Color	Printer	B/W	Color	
<b>Copy Products</b>					<b>Copy</b>			Finance	5590					
City Hall	1	9865	9865	Sharp MX-6070N	B/W	0.007	45.241	City Hall	6463	6388		8762	4016	
Finance	1	3125	3125	Sharp MX-M364N	Color	0.0424	270.8512	CC	3218					
Community Center	1	3705	3705	Sharp MX-3050N Color	B/W	0.0086	27.6748	<b>Total</b>	15271	6388		8762	4016	
Desktop MFP	6	1398	8388	Lexmark XC 4140 Color	Color	0.0475		<b>Breakdown</b>						
Color Printer	11	769	8459	Lexmark C4150	B/W	0.0071	39.689	<b>MFP</b>				4093	595	
			33542		<b>Printer</b>			<b>Printer</b>				4669	3421	
					B/W	0.01	46.69							
					Color	0.0625	213.8125							
					<b>MFP</b>			<b>Price Breakdown</b>			<b>Total</b>			
					B/W	0.0085	34.7905	<b>Copy Products</b>	Copiers	16695				
					Color	0.055	32.725		Printers	16847	<b>33542</b>			
<b>Total</b>							<b>711.474</b>	<b>Berney</b>	Copiers	17734				
									Printers	9416	<b>27150</b>			
<b>Berney</b>								<b>Modular</b>	Copiers	15494.44				
City Hall	1	8210	8210	Xerox WC7970i	<b>Copy</b>				Printers	17640.57	<b>33135.01</b>			
Finance	1	4762	4762	Xerox WC5945i	B/W	0.0049	74.8279	<b>Konica Minolta</b>	Copiers	15916				
Community Center	1	4762	4762	Xerox WC5945i	Color	0.049	313.012		Printers	14440.5	<b>30356.5</b>			
Desktop MFP	6	649	3894	HP M477	<b>Printer</b>									
Color Printer	11	502	5522	HP M452	B/W	0.012	105.144	<b>Service Rate Summary</b>						
Install	1	1000	1000		Color	0.12	481.92	<b>Name</b>	<b>1 Month</b>	<b>1 Year</b>	<b>5 Year</b>			
<b>Total</b>			28150				<b>974.9039</b>	<b>Copy Products</b>	711.474	8537.688	42688.44			
								<b>Berney</b>	974.9039	11698.85	58494.23			
								<b>Modular</b>	717.9989	8615.987	43079.93			
								<b>Konica Minolta</b>	970.8723	11650.47	58252.34			
<b>Modular</b>								<b>Current Contract</b>						
City Hall	1	18770.63	18770.63	Sharp MX-6070N	<b>Copy</b>			<b>Modular</b>	Lease	740				
Finance	1	5294.5	5294.5	Sharp MX- B402SC	B/W	0.012	183.252		Service	1060.45	<b>1800.45</b>			
Community Center	1	5294.5	5294.5	Sharp MX- B402SC	Color	0.07	447.16	<b>Berney</b>	Lease	83				
Desktop MFP	6	699.99	4199.94	HP 552dw	<b>Printer</b>				Service	110.37	<b>193.37</b>			
Color Printer	11	899.99	9899.89	HP 577dw	B/W	0.012	105.144	<b>Copy Products</b>	Lease	99.8				
Delivery	1	2200	2200		Color	0.07	281.12		Service	112	<b>211.8</b>			
<b>Total</b>			45659.46				<b>1016.676</b>	<b>Total</b>	Lease	922.8				
									Service	1282.82	<b>2205.62</b>			
<b>Konica Minolta</b>								<b>Savings</b>						
City Hall	1	8302	8302	Bizhub C558	<b>Copy</b>			<b>Current Service</b>	1282.82					
Finance	1	3807	3807	BizHub C258	B/W	0.0057	87.0447	<b>Current Lease</b>	922.8	<b>2205.62</b>				
Community Center	1	3807	3807	BizHub C258	Color	0.046	293.848	<b>Proposed Service</b>	711.474			1 Month	1 Year	
Desktop MFP	6	1106	6636	C3100P Printer	<b>Printer</b>			<b>Proposed Lease / 60</b>	559.0333	<b>1270.507</b>		935.1127	11221.35	
Color Printer	11	709.5	7804.5	C3100P	B/W	0.0199	174.3638							
Delivery	1	1000	1000		Color	0.10349	415.6158							
<b>Total</b>			31356.5				<b>970.8723</b>							
<b>DEX</b>														
City Hall	1	8368.44	8368.44	Bizhub C558	<b>Copy</b>									
Finance	1	3563	3563	BizHub C258	B/W	0.0059	90.0989							
Community Center	1	3563	3563	BizHub C258	Color	0.05	319.4							
Desktop MFP	6	1673.5	10041	HP MFP 586dn	<b>Printer</b>									
Color Printer	11	690.87	7599.57	HP Pagewide 556dn	B/W	0.01	87.62							
Delivery	1	0	0		Color	0.055	220.88							
<b>Total</b>			33135.01				<b>717.9989</b>							



# City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: October 27, 2016

Subject: Invoice Payment to Calhoun, Collister & Parham, Inc.

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On March 7, 2016 the City Council approved a proposal by Calhoun, Collister & Parham, Inc., to perform appraisal services related to the acquisition of the Catawba Street Beach Easement Parcels 101 and 101A. In addition, Calhoun, Collister & Parham, Inc., provided a valuation for Wayside Park right-of-way and temporary construction easement for the Florida Department of Transportation.

We have received the following invoices:

Catawba Street Easement (Parcel 101A)	\$ 9,461
<u>SR 30/US 98 Pensacola Bay Bridge</u>	<u>\$14,298</u>
Total	\$23,759

A copy of the invoices are attached for your review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENT TO CALHOUN, COLLISTER & PARHAM, INC., IN THE AMOUNT OF \$9,461 AND**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON NOVEMBER 7, 2016 AND APPROVE PAYMENT TO CALHOUN, COLLISTER & PARHAM, INC., IN THE AMOUNT OF \$14,298.**



# Calhoun, Collister & Parham, Inc.

*Real Estate Appraisers & Consultants*

**Jacksonville Office**

10151 Deerwood Park Boulevard  
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) 280-8140  
Fax: (813) 962-6363

**West Palm Beach Office**

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

**Remit to: Tampa Office**

August 26, 2016

David Smolker  
Smolker, Bartlett, Loeb, Hinds & Sheppard  
100 N. Tampa Street, Suite 2050  
Tampa, FL 33602

**OWNER:** CITY OF GULF BREEZE  
**PROJECT:** CATAWBA STREET (PARCEL 101A)  
**COUNTY:** SANTA ROSA  
**FILE NO:** 5233

## INVOICE

<u>NAME</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>SUBTOTAL</u>
PARHAM	17.00	\$225.00	\$3,825
DAVIDSON	41.75	\$135.00	\$5,636
<b>TOTAL INVOICE AMOUNT</b>			<b>\$9,461</b>

Sincerely,

Richard H. Parham  
Partner

**OWNER:** CITY OF GULF BREEZE  
**FILE NO:** 5233  
**PROJECT:** CATAWBA STREET  
**COUNTY:** SANTA ROSA

**PARHAM**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
01/22/16	ANALYSIS OF DATA. PREPARE FOR AND DISCUSS CASE WITH DAVID SMOLKER.	1.50
03/21/16	PREPARE FOR AND CONDUCT INSPECTION OF SUBJECT PROPERTY TAKING NOTES AND PHOTOGRAPHS. MEET WITH REPRESENTATIVES OF CITY. CONDUCT ANALYSIS OF POTENTIAL COMPARABLE SALES AS WELL AS CONDUCTING INSPECTIONS.	4.00
03/22/16	PREPARE FOR AND CONDUCT INSPECTION OF SUBJECT PROPERTY AND POTENTIAL COMPARABLE SALES FROM THE WATER.	2.75
03/29/16	CONDUCT ANALYSIS OF DATA COLLECTED TO THIS POINT. PREPARE FOR AND CONDUCT CONFERENCE CALL WITH ATTORNEY.	2.00
03/30/16	WORK ON VALUATION ANALYSIS FOR SUBJECT PROPERTY.	2.00
04/18/16	CONDUCT VALUATION ANALYSIS.	2.00
04/19/16	CONTINUE VALUATION ANALYSIS LOOKING AT OVER THE FENCE VALUATION.	2.75
	<b>TOTAL HOURS</b>	<b>17.00</b>

**OWNER:** CITY OF GULF BREEZE  
**FILE NO:** 5233  
**PROJECT:** CATAWBA STREET  
**COUNTY:** SANTA ROSA

**DAVIDSON**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
01/22/16	DISCUSSED DETAILS OF CASE AND HAD CONFERENCE CALL WITH DAVE SMOLKER.	1.50
02/23/16	CONDUCTED COMPARABLE SALES RESEARCH AND MARKET AREA RESEARCH.	3.00
03/04/16	PREPARED FOR AND CONDUCTED COMPARABLE SALES INSPECTIONS.	2.00
03/17/16	CONDUCTED SALES RESEARCH AND VERIFICATION.	1.00
03/21/16	MET WITH CITY MANAGERS AND RICHARD PARHAM TO INSPECT AND DISCUSS SUBJECT PROPERTY. PHOTOGRAPHED SUBJECT PROPERTY AND POTENTIAL COMPARABLE SALES.	4.00
04/01/16	CONDUCTED COMPARABLE SALES RESEARCH AND VERIFICATION. COMPOSED SALE WRITE-UPS AND CREATED EXHIBITS.	3.00
04/04/16	CREATED SALE WRITE-UPS AND EXHIBITS. CONDUCTED COMPARABLE SALES VERIFICATION RESEARCH. SPOKE WITH BROKERS AND OTHER RELATED PARTIES TO SALE TRANSACTIONS.	3.00
04/05/16	COMPOSED APPRAISAL REPORT. CONDUCTED PARENT TRACT AND HIGHEST AND BEST USE ANALYSIS.	2.50
04/06/16	CONDUCTED COMPARABLE SALES RESEARCH AND VERIFICATION. COMPOSED SALE WRITE-UPS AND CREATED EXHIBITS. COMPOSED APPRAISAL REPORT.	4.50
04/07/16	COMPOSED APPRAISAL REPORT. CONDUCTED VACANT LAND SALES VERIFICATION. ANALYZED SALES COMPARISON APPROACH.	4.25
04/13/16	CONDUCTED HIGHEST AND BEST USE AFTER ANALYSIS. COMPOSED APPRAISAL REPORT. CONSIDERED COMPENSATION ANALYSIS.	4.00
04/14/16	CONDUCTED MARKET AREA RESEARCH AND UPDATED SALES RESEARCH. CONDUCTED SALE VERIFICATION.	3.50
04/18/16	COMPOSED APPRAISAL REPORT AND CONDUCTED COMPENSATION ANALYSIS.	2.50
04/22/16	COMPOSED AND COMPILED DRAFT APPRAISAL REPORT. SENT DRAFT TO DAVE SMOLKER.	3.00
	<b>TOTAL HOURS</b>	<b>41.75</b>



# Calhoun, Collister & Parham, Inc.

*Real Estate Appraisers & Consultants*

**Jacksonville Office**

10151 Deerwood Park Boulevard  
Building 200, Suite 250  
Jacksonville, Florida 32256-0557  
Phone: (904) 764-0200  
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Suite 800 - West Tower  
West Palm Beach, Florida 33401  
Phone: (561) 909-3176  
Toll Free: (800) 280-8140  
Fax: (561) 909-3177

Remit to: Tampa Office

August 05, 2016

David Smolker  
Smolker, Bartlett, Loeb, Hinds & Sheppard  
100 N. Tampa Street, Suite 2050  
Tampa, FL 33602

**OWNER:** CITY OF GULF BREEZE  
**PROJECT:** SR 30/US 98 PENSACOLA BAY BRIDGE  
**COUNTY:** ESCAMBIA/SANTA ROSA  
**FILE NO:** 5175

## INVOICE

<u>NAME</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>SUBTOTAL</u>
PARHAM	24.75	\$225.00	\$5,568
DAVIDSON	63.00	\$135.00	\$8,505
MARQUEZ	2.50	\$90.00	\$225
<b>TOTAL INVOICE AMOUNT</b>			<b>\$14,298</b>

Sincerely,

Richard H. Parham  
Partner

**OWNER:** CITY OF GULF BREEZE  
**FILE NO:** 5175  
**PROJECT:** SR 30/US 98 PENSACOLA BAY BRIDGE  
**COUNTY:** ESCAMBIA/SANTA ROSA

**DAVIDSON**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
03/04/16	PREPARED FOR AND CONDUCTED COMPARABLE SALES INSPECTIONS.	3.00
03/18/16	CONDUCTED PROJECT RESEARCH AND MARKET AREA RESEARCH.	3.00
03/21/16	MET WITH CITY MANAGERS, REGGIE MESIMER, AND RICHARD PARHAM TO INSPECT AND DISCUSS SUBJECT PROPERTY. PHOTOGRAPHED SUBJECT PROPERTY AND POTENTIAL COMPARABLE SALES.	5.00
03/22/16	CONDUCTED SUBJECT PROPERTY INSPECTIONS AND PHOTOGRAPHED PROPERTY. RESEARCHED POTENTIAL IMPACTS ON SUBJECT.	5.00
03/29/16	PREPARED FOR AND PARTICIPATED IN CONFERENCE CALL WITH RICHARD PARHAM AND DAVE SMOLKER TO DISCUSS US 98 BRIDGE PROJECT AND POTENTIAL ENGINEERING ISSUES. RESEARCHED POTENTIAL SALES	4.50
04/14/16	CONDUCTED MARKET AREA RESEARCH AND UPDATED SALES RESEARCH. CONDUCTED SALE VERIFICATION.	2.50
05/02/16	PROJECT AND SUBJECT PROPERTY RESEARCH AND ANALYSIS.	2.50
05/06/16	PREPARED FOR AND PARTICIPATED IN MEETING WITH RICHARD PARHAM, REGGIE MESIMER AND DAVID SMOLKER.	6.25
05/23/16	CONDUCTED MARKET AREA AND COMPARABLE SALES RESEARCH. COMPILED DATA AND ANALYZED POTENTIAL COMPENSATION.	4.00
05/24/16	CONDUCTED COMPARABLE SALES RESEARCH. ANALYZED POTENTIAL COMPENSATION ANALYSIS. COMPILED DATA. PARTICIPATED IN CONFERENCE CALL WITH RICHARD PARHAM AND DAVID SMOLKER.	9.00
05/25/16	CONDUCTED RESEARCH ON COMMERCIAL WATERFRONT PROPERTIES AND CONDUCTED PRELIMINARY COMPENSATION ANALYSIS.	7.50
05/26/16	CONDUCTED COMPARABLE SALES RESEARCH. ANALYZED POTENTIAL DAMAGES TO SUBJECT PROPERTY.	4.00
05/27/16	COMPILED AND ANALYZED POTENTIAL COMPARABLE SALES. CREATED SALES CHARTS AND MAPS.	4.00
05/31/16	CONDUCTED UPDATED COMPENSATION ANALYSIS. ANALYZED POTENTIAL IMPACTS TO PROPERTY AND ENGINEERING ISSUES.	2.75
	<b>TOTAL HOURS</b>	<b>63.00</b>

**OWNER:** CITY OF GULF BREEZE  
**FILE NO:** 5175  
**PROJECT:** SR 30/US 98 PENSACOLA BAY BRIDGE  
**COUNTY:** ESCAMBIA/SANTA ROSA

**PARHAM**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
03/04/16	REVIEW FACTUAL DATA AND LAYOUT SCOPE OF WORK TO BE CONDUCTED.	1.75
03/21/16	PREPARE FOR AND CONDUCT PROPERTY INSPECTION OF SUBJECT PROPERTY TAKING NOTES. MEET WITH CITY OFFICIALS. CONDUCT ANALYSIS OF VARIOUS VALUATION ISSUES WITH ENGINEER AND CITY REPRESENTATIVES.	5.00
03/22/16	INSPECT POTENTIAL COMPARABLE SALES.	5.00
03/29/16	CONDUCT PRELIMINARY VALUATION ANALYSIS. ATTEND CONFERENCE CALL.	3.75
05/06/16	CONDUCT PRELIMINARY VALUATION ANALYSIS. ATTEND MEETING	4.00
05/24/16	CONDUCT PRELIMINARY VALUATION ANALYSIS. ATTEND CONFERENCE CALL.	3.25
05/31/16	REVIEW COMPENSATION ANALYSIS. ASSESS IMPACTS TO REMAINDER.	2.00
	<b>TOTAL HOURS</b>	<b>24.75</b>

**OWNER:** CITY OF GULF BREEZE  
**FILE NO:** 5175  
**PROJECT:** SR 30/US 98 PENSACOLA BAY BRIDGE  
**COUNTY:** ESCAMBIA/SANTA ROSA

**MARQUEZ**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>HOURS</b>
04/04/16	DEVELOPED SALE WRITE-UPS, MAPS, AND EXHIBITS OF COMPARABLE RENTALS IN SANTA ROSA COUNTY.	2.50
	<b>TOTAL HOURS</b>	<b>2.50</b>



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk 

Date: October 26, 2016

Subject: Invoice Payment to Bryant Miller Olive P.A.

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On June 20, 2016 the City Council approved an engagement agreement with Bryant Miller Olive P.A., to assist with litigation involving the City's 1985 loan program.

We have received Invoice No. 63290 in the amount of \$11,587.50 for professional services provided in September, 2016. A copy of the invoice is attached for your review.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES (GBFS) ON NOVEMBER 7, 2016, TO APPROVE PAYMENT OF INVOICE NO. 63290 IN THE AMOUNT OF \$11,587.50 TO BRYANT MILLER OLIVE P.A.**

# Bryant Miller Olive

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

Invoice Date: October 10, 2016  
Invoice No. 63290  
Client No. 26511.007

For professional services rendered in connection with City of Gulf Breeze/Government Credit Corp.

Circuit Court of the First Judicial Circuit, Santa Rosa County, FL;  
Case No. 2016 CA 000489

## Statement of Legal Services

			Hours
09/02/2016	RIL	Prepare for meeting with E. Gray, E. Neiberger, M. Stebbins regarding answer to requests and interrogatories; conference call with working group, travel to CTA	3.30
09/02/2016	EWN	Prepare for and participate in telephone conference regarding document production; prepare summary regarding the same	3.00
09/02/2016	EWN	Obtain and review all amendments and supplements to trust indenture; assemble the same for production	2.00
09/05/2016	EWN	Review letters from opposing counsel regarding proposed settlement conference and document production	0.70
09/07/2016	EWN	Prepare memo to City regarding documents need for production to GCC; telephone conference with City regarding the same; prepare email to City summarizing the same; begin to prepare document production	5.40
09/09/2016	EWN	Detailed email correspondence with opposing counsel regarding settlement conference; email correspondence with the City regarding the same; prepare and serve discovery requests to GCC	4.80
09/12/2016	EWN	Email correspondence with City regarding proposed representation of Trustee	0.90
09/12/2016	ASZ	Review correspondence from M. Alexander; review	0.40

Invoice Date: October 10, 2016

Invoice No. 63290

City of Gulf Breeze

Client No. 26511.007

correspondence of M. Dannheisser; prepare correspondence to M. Dannheisser; analysis of issues for call with US Bank's attorneys re: assuming representation of US Bank

09/13/2016	EWN	Email correspondence with Holland & Knight regarding representation of trustee	0.40
09/13/2016	EWN	Prepare documents for production to GCC; prepare email memo to the city regarding documents still needed for production	3.10
09/14/2016	NEA	Download and organize file documents	1.00
09/14/2016	EWN	Review and prepare documents for production to GCC	3.60
09/14/2016	ASZ	Review correspondence from D. Darbut; Prepare correspondence to City representatives; review prior correspondence forwarded by M. Dannheisser	1.50
09/15/2016	EWN	Prepare documents for production to GCC	3.40
09/19/2016	EWN	Telephone conference with Holland & Knight regarding representation of Trustee	0.60
09/19/2016	ASZ	Conference with D. Darbut, M. Alexander and E. Neiberger; prepare correspondence to City representatives (multiple); analysis of authority of City to indemnify US Bank; review correspondence from M. Stebbins; review correspondence of M. Dannheisser; review correspondence of D. Darbut; review correspondence from W. Dunaway; prepare correspondence to D. Darbut	1.20
09/20/2016	NEA	Update Westlaw Case Notebook	0.50
09/21/2016	EWN	Prepare for and participate in a telephone conference with Holland & Knight	0.80
09/26/2016	EWN	Prepare joint representation agreement and agreement for payment of attorneys' fees and for indemnification; legal research regarding ethical requirements and disclosures for joint representation	3.70
09/26/2016	ASZ	Prepare communication to W. Dunaway (multiple); prepare communication to D. Darbut; review communication from W. Dunaway	0.20
09/27/2016	ASZ	Review agreement for joint representation; review and revise agreement for payment of attorney's fees and for indemnification; prepare correspondence to City representatives	1.00
09/28/2016	EWN	Email correspondence with Holland and Knight regarding fees incurred for representation of Trustee; revise and edit draft joint representation agreement; prepare amendment to current legal services agreement with the City	2.00

City of Gulf Breeze	Invoice Date:	October 10, 2016
	Invoice No.	63290
	Client No.	26511.007
09/29/2016 EWN	Review invoices received from Holland and Knight for representation of Trustee	0.50

<b>Current Services</b>	44.00	\$11,587.50
Total No Charge Hours	0.00	
 Net Fees after Billing Adjustment		\$11,587.50

<u>Timekeeper</u>	<u>Recapitulation</u>		<u>Total</u>
	<u>Hours</u>	<u>Rate</u>	
Nancy E. Akins	1.50	\$135.00	\$202.50
Richard I. Lott	3.30	\$350.00	\$1,155.00
Elizabeth W. Neiberger	34.90	\$250.00	\$8,725.00
Alan S. Zimmet	4.30	\$350.00	\$1,505.00

Total Current Work	11,587.50
Previous Balance Due	11,678.03
Balance Due	\$23,265.53

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
101 North Monroe Street, Suite 900  
Tallahassee, FL 32301

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901  
Thank you for your business



# City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

A handwritten signature in blue ink, appearing to be "LG", is written over the name "Leslie Guyer".

Date: October 26, 2016

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

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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 September 2016:

Invoice No. 96668      \$ 2,687.50 – Catawba Street Eminent Domain

A copy of the invoice is attached for your review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE 96668 IN THE AMOUNT OF \$2,687.50 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

**RECEIVED**

OCT 17 2016

City of Gulf Breeze  
Attention: Edwin "Buzz" Eddy  
1070 Shoreline Dr.  
Gulf Breeze, FL 32561

September 30, 2016

Invoice # 96668

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

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## PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
9/2/2016 RCM	Correspondence with Mike Tidwell and Mike Stebbins regarding the revised title search.	0.10 250.00/hr	25.00
9/6/2016 RCM	Correspondence to Mike Tidwell regarding the revised title search.	0.10 250.00/hr	25.00
9/7/2016 RCM	Correspondence to Mike Stebbins and Matt Dannheiser regarding the revised title search.	0.10 250.00/hr	25.00
RCM	Correspondence with Mike Tidwell regarding the revised title search.	0.10 250.00/hr	25.00
9/12/2016 RCM	Correspondence to Mike Tidwell regarding the revised title search.	0.10 250.00/hr	25.00
9/13/2016 RCM	Correspondence with Mike Tidwell regarding the revised title search.	0.10 250.00/hr	25.00
DS	Conference with C. Mathews regarding status, strategy and follow through	0.25 250.00/hr	62.50
9/15/2016 RCM	Correspondence with Mike Tidwell regarding the revised title search.	0.10 250.00/hr	25.00

		<u>Hrs/Rate</u>	<u>Amount</u>
9/15/2016	RCM Correspondence with Mike Stebbins regarding the private landowners' access rights issue to be considered for the revised title search.	0.20 250.00/hr	50.00
	RCM Correspondence to Mike Tidwell regarding the private landowners' access rights issue to be considered for the revised title search.	0.10 250.00/hr	25.00
	DS Review emails; conference with C. Mathews regarding title search results	0.25 250.00/hr	62.50
9/16/2016	RCM Correspondence from Nicole Moore regarding the private landowners' access rights issue to be considered for the revised title search.	0.10 250.00/hr	25.00
	RCM Correspondence to Matt Dannheiser and Mike Stebbins regarding the revised title search.	0.10 250.00/hr	25.00
	RCM Analyze revised title search on property.	0.20 250.00/hr	50.00
9/19/2016	RCM Correspondence from Matt Dannheiser regarding the property owner's representation and defense against an eminent domain proceeding.	0.10 250.00/hr	25.00
	DS Review and respond to emails regarding M. Dannheisser; Speaking directly with K. Bell and opening dialog with A. Boulris; Exchange emails with A. Boulris regarding possible settlement discussions	0.25 250.00/hr	62.50
9/20/2016	RCM Conference with Dave Smolker regarding the revised title search, corresponding with opposing counsel and litigation strategy.	0.30 250.00/hr	75.00
	RCM Further analyze detailed revised title search.	0.20 250.00/hr	50.00
	DS Review and respond to emails from M. Dannheisser	0.25 250.00/hr	62.50

		<u>Hrs/Rate</u>	<u>Amount</u>
9/21/2016	RCM	Multiple emails with Nicole Moore regarding the revised title search and the supporting documents for same.	0.20 250.00/hr 50.00
	RCM	Analyze extensive revised title search and all supporting documents including all deeds, plats and official records.	1.90 250.00/hr 475.00
	RCM	Conference with David Smolker regarding the revised title search and litigation strategy.	0.20 250.00/hr 50.00
	RCM	Revise Petition and all exhibits regarding other parties' property interests and plaintiffs' intent to take the property subject to other owners' property interests.	0.70 250.00/hr 175.00
	RCM	Revise Lis Pendens and Party List regarding other parties' property interests.	0.20 250.00/hr 50.00
	RCM	Revise Summons and Party List regarding other parties' property interests.	0.20 250.00/hr 50.00
9/23/2016	DS	Exchange emails with A. Bourlis regarding settlement discussions	0.10 250.00/hr 25.00
9/27/2016	RCM	Attend teleconference with Mike Stebbins regarding litigation and settlement strategy for the eminent domain proceedings.	0.60 250.00/hr 150.00
	RCM	Analyze mortgage records and online resources to ensure John L.A. Reese has no mortgage on the property to incorporate analysis into drafting Petition and other pleadings.	0.60 250.00/hr 150.00
	RCM	Revise and finalize Petition and attached Legal Description, Party List and Service List.	1.10 250.00/hr 275.00
	RCM	Revise and finalize Summons to Show Cause and Notice of Eminent Domain Proceedings and attached Party List.	0.30 250.00/hr 75.00

		<u>Hrs/Rate</u>	<u>Amount</u>
9/27/2016	RCM Revise and finalize Lis Pendens and attached Party List and Legal Description.	0.20 250.00/hr	50.00
	RCM Conference with David Smolker regarding the plat of the property and implied easements.	0.20 250.00/hr	50.00
	DS Review title work; Conference with M. Stebbins; Conference with C. Mathews regarding package; Review package; Email same to M. Stebbins;	0.75 250.00/hr	187.50
	DS Conference call with client and M. Stebbings regarding status, strategy and follow through	0.50 250.00/hr	125.00
	For professional services rendered	<hr/> 10.75	<hr/> \$2,687.50
	Previous balance		\$4,958.51
9/13/2016	Payment - 24138 Gulf Breeze. Thank you.		(\$3,208.61)
9/13/2016	Write off 24138 interest		(\$47.37)
	Total payments and adjustments		<hr/> (\$3,255.98)
	Balance due		<hr/> <hr/> \$4,390.03

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clay Mathews	8.40	250.00	\$2,100.00
David Smolker - Attorney	2.35	250.00	\$587.50

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	\$5,000.00
New balance of Client funds	<u><u>\$5,000.00</u></u>



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

A handwritten signature in blue ink, appearing to be "LG", is written over the name "Leslie Guyer".

Date: October 26, 2016

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

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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. 338422 in the amount of \$16,062.90 for professional services through September 30, 2016 from GJTBS. A copy of the invoice is attached for your review.

#### **RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 338422 IN THE AMOUNT OF \$16,062.90 TO GALLOWAY/JOHNSON LAW FIRM. (GJTBS)**



GALLOWAY  
JOHNSON  
TOMPKINS  
BURR AND  
SMITH

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

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

October 10, 2016  
Client: FL8352  
Matter: 000003  
Invoice #: 338422  
Resp. Atty: BJZ  
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through September 30, 2016

TOTAL SERVICES	\$16,046.00
TOTAL DISBURSEMENTS	\$16.90
<b>TOTAL CHARGES FOR THIS BILL</b>	<b><u>\$16,062.90</u></b>
NET BALANCE FORWARD	\$19,863.88
TOTAL NOW DUE	\$35,926.78

**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.***



GALLOWAY  
JOHNSON  
TOMPKINS  
BURR AND  
SMITH

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

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

October 10, 2016  
Client: FL8352  
Matter: 000003  
Invoice #: 338422  
Resp Atty: BJZ  
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through September 30, 2016

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
09/01/2016	BJZ	Continued preparation of supplemental brief regarding scope of injunction and sovereign immunity.	3.30	\$250.00	\$825.00
09/01/2016	BJZ	Evaluate applicability of sovereign immunity to claim of contempt.	1.70	\$250.00	\$425.00
09/01/2016	BJZ	Review applicable case law on requisite terms of injunction to be enforceable.	1.40	\$250.00	\$350.00
09/01/2016	BJZ	Prepare correspondence to City Attorney regarding supplemental brief.	0.10	\$250.00	\$25.00
09/01/2016	BJZ	Exchange multiple emails with City Attorney regarding supplemental brief on contempt.	0.40	\$250.00	\$100.00
09/02/2016	BJZ	Continued preparation of City's supplemental brief on contempt.	2.30	\$250.00	\$575.00
09/02/2016	BJZ	Telephone with city attorney regarding supplemental memorandum.	0.10	\$250.00	\$25.00
09/02/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding discovery responses.	0.20	\$250.00	\$50.00
09/02/2016	JFT	Continue identifying pertinent documents to be used as exhibits in Defendant's Supplemental Response to Plaintiffs' Motion to Tax Attorney Fees & Costs.	2.10	\$95.00	\$199.50
09/02/2016	JFT	Receipt and review, email from Plaintiffs' counsel regarding overdue discovery responses.	0.10	\$95.00	\$9.50
09/06/2016	BJZ	Telephone conference from M.Stebbins regarding meeting with city council.	0.10	\$250.00	\$25.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
09/06/2016	BJZ	Analyze potential arguments related to trial court's silence on Catawba right of way in 1980 decision and impact on Plaintiff's attorney fee claim.	0.70	\$250.00	\$175.00
09/06/2016	BJZ	Receipt and review Plaintiffs motion for court to not consider supplemental brief.	0.50	\$250.00	\$125.00
09/06/2016	BJZ	Preparation of proposed order on motion to tax attorney fees.	2.30	\$250.00	\$575.00
09/06/2016	BJZ	Prepare responses to Plaintiff's third interrogatories and request for production.	0.90	\$250.00	\$225.00
09/06/2016	JFT	Supplement Defendant, City of Gulf Breeze's Answers to Plaintiffs' Third Set of Interrogatories.	0.20	\$95.00	\$19.00
09/06/2016	JFT	Draft email to City with Defendant, City of Gulf Breeze's Answers to Plaintiffs' Third Set of Interrogatories attached to be notarized.	0.10	\$95.00	\$9.50
09/06/2016	JFT	Receipt and review, email from Lynette Dewberry regarding status of ruling from 08/18/16 Hearing.	0.10	\$95.00	\$9.50
09/06/2016	JFT	Draft email response to Lynette Dewberry regarding status of ruling from 08/18/16 Hearing.	0.10	\$95.00	\$9.50
09/06/2016	JFT	Receipt and review, Plaintiffs' Motion Requesting the Court Not Consider Defendant's Supplemental Response.	0.20	\$95.00	\$19.00
09/07/2016	BJZ	Additional analysis on standard for civil contempt regarding clear and precise order.	0.70	\$250.00	\$175.00
09/07/2016	BJZ	Continued investigation into defense stemming from ambiguity of original injunction.	1.40	\$250.00	\$350.00
09/07/2016	BJZ	Receipt and review notice of appearance from K.Bell in appeal case.	0.10	\$250.00	\$25.00
09/07/2016	BJZ	Receipt and review correspondence from court reporter regarding questions with trial transcript.	0.10	\$250.00	\$25.00
09/07/2016	BJZ	Continued preparation of proposed order on motion for attorney fees.	3.90	\$250.00	\$975.00
09/07/2016	BJZ	Finalize responses to Plaintiff's third interrogatories and request for production.	0.40	\$250.00	\$100.00
09/07/2016	BJZ	Receipt and review Plaintiff's proposed order on motion for attorney fees.	0.50	\$250.00	\$125.00
09/07/2016	BJZ	Receipt and review correspondence from mayor regarding proposed orders.	0.10	\$250.00	\$25.00

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
09/07/2016	JFT	Receipt and review, Plaintiffs' Notice of Appearance of Kenneth Bell regarding Appeal Case #1D16-3753.	0.10	\$95.00	\$9.50
09/07/2016	JFT	Receipt and review, email from City with executed interrogatory answers.	0.10	\$95.00	\$9.50
09/07/2016	JFT	Supplement and finalize, Proposed Order on Motion to Tax Attorneys' Fees.	0.20	\$95.00	\$19.00
09/07/2016	JFT	Receipt and review, Plaintiffs' Proposed Order on Motion to Tax Attorneys' Fees.	0.20	\$95.00	\$19.00
09/07/2016	JFT	Supplement and finalize, Defendant, City of Gulf Breeze's Answers to Plaintiffs' Third Set of Interrogatories.	0.20	\$95.00	\$19.00
09/08/2016	BJZ	Telephone conference with M.Stebbins regarding shade meeting.	0.20	\$250.00	\$50.00
09/08/2016	BJZ	Begin preparation of appeal brief outline as to issues on appeal.	0.90	\$250.00	\$225.00
09/08/2016	BJZ	Receipt and review correspondence from Judge's office regarding proposed orders.	0.10	\$250.00	\$25.00
09/08/2016	BJZ	Evaluate Plaintiff's claims related to deed.	0.70	\$250.00	\$175.00
09/08/2016	JFT	Supplement and finalize, Defendant's Proposed Order regarding Plaintiffs' Motion to Tax Attorney Fees.	0.20	\$95.00	\$19.00
09/08/2016	JFT	Draft email to Judicial Assistant with Defendant's attached Proposed Order regarding Plaintiffs' Motion to Tax Attorney Fees.	0.20	\$95.00	\$19.00
09/09/2016	JFT	Telephone call to Santa Rosa County Courthouse regarding original deed requested by Judge Simon.	0.20	\$95.00	\$19.00
09/09/2016	JFT	Telephone call to City regarding original deed requested by Judge Simon.	0.30	\$95.00	\$28.50
09/09/2016	JFT	Receipt and review, Order Granting Email Designation by Ken Bell.	0.10	\$95.00	\$9.50
09/12/2016	BJZ	Receipt and review correspondence from L.Dewberry regarding questions on ruling.	0.10	\$250.00	\$25.00
09/12/2016	BJZ	Prepare correspondence to S.Lucas regarding shade meeting.	0.10	\$250.00	\$25.00
09/12/2016	BJZ	Evaluate need for original deed.	0.30	\$250.00	\$75.00
09/12/2016	BJZ	Receipt and review correspondence from city manager regarding upcoming news story on case.	0.20	\$250.00	\$50.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
09/12/2016	BJZ	Telephone conference with mayor regarding original deed to be served up for cancellation.	0.40	\$250.00	\$100.00
09/12/2016	JFT	Telephone call from City of Gulf Breeze regarding requested deed by Judge to produce in accordance to the Order.	0.20	\$95.00	\$19.00
09/12/2016	JFT	Telephone call to City regarding status of deed.	0.20	\$95.00	\$19.00
09/12/2016	JFT	Receipt and review, email from resident, Lynette Dewberry regarding issues with Catawba Beach Access.	0.10	\$95.00	\$9.50
09/13/2016	BJZ	Receipt and review correspondence from S.Lucas regarding shade meeting.	0.10	\$250.00	\$25.00
09/13/2016	BJZ	Receipt and review correspondence from M.Stebbins regarding prior pleadings.	0.10	\$250.00	\$25.00
09/13/2016	BJZ	Begin preparation for upcoming shade meeting with client regarding review of prior lawsuit materials, pleadings in current lawsuit, and court's orders.	1.70	\$250.00	\$425.00
09/14/2016	BJZ	Attend city council meeting regarding comments from members of public in preparation for shade meeting.	1.70	\$250.00	\$425.00
09/14/2016	BJZ	Preparation for upcoming client meeting regarding documents for client's review.	1.10	\$250.00	\$275.00
09/14/2016	BJZ	Prepare correspondence to court regarding deed for cancellation.	0.20	\$250.00	\$50.00
09/15/2016	BJZ	Meeting with R.Bookout regarding case background and current status.	0.90	\$250.00	\$225.00
09/15/2016	BJZ	Analyze appellate issues related to jury request regarding preparation for meeting with client.	1.30	\$250.00	\$325.00
09/15/2016	BJZ	Analyze appellate issues related to city's deed.	0.60	\$250.00	\$150.00
09/15/2016	BJZ	Receipt and review correspondence from M.Dannheisser to K.Bell regarding settlement negotiations.	0.10	\$250.00	\$25.00
09/15/2016	BJZ	Continued preparation for client meeting regarding outline of discussion points.	0.80	\$250.00	\$200.00
09/15/2016	BJZ	Review court's prior orders regarding recreation of time line of litigation.	0.40	\$250.00	\$100.00
09/15/2016	JFT	Conduct online search regarding news articles pertaining to the City counsel meetings.	0.30	\$95.00	\$28.50

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
09/15/2016	JFT	Telephone call to Matt Danneheiser's office regarding status of deed requested by Judge Simon.	0.10	\$95.00	\$9.50
09/15/2016	JFT	Receipt and review, original deed provided by Matt Danneheiser's office prior to being forward to Judge Simon for review.	0.10	\$95.00	\$9.50
09/16/2016	BJZ	Receipt and review correspondence from K.Bell regarding maintenance on right of way.	0.10	\$250.00	\$25.00
09/16/2016	BJZ	Review prior pleadings and orders for preparation for client meeting to review case history and strategy.	1.50	\$250.00	\$375.00
09/16/2016	BJZ	Prepare for client meeting regarding issues related to deed and ownership of property.	1.90	\$250.00	\$475.00
09/16/2016	BJZ	Prepare outline of appeal issues for use in client meeting.	1.20	\$250.00	\$300.00
09/16/2016	BJZ	Update city council, city manager, and city attorney on case status.	3.20	\$250.00	\$800.00
09/19/2016	BJZ	Evaluate potential defenses to eminent domain claim regarding threats made by Plaintiff.	0.40	\$250.00	\$100.00
09/19/2016	BJZ	Receipt and review correspondence from M.Stebbins regarding appellate counsel.	0.10	\$250.00	\$25.00
09/19/2016	BJZ	Receipt and review correspondence from K.Bell to M.Dannhsieser regarding settlement negotiations.	0.10	\$250.00	\$25.00
09/19/2016	BJZ	Receipt and review transcript from motion for attorney fee hearing.	0.30	\$250.00	\$75.00
09/19/2016	BJZ	Receipt and review correspondence from B.Eddy regarding appellate counsel.	0.10	\$250.00	\$25.00
09/19/2016	BJZ	Receipt and review correspondence from K.Bell regarding appeal issues.	0.10	\$250.00	\$25.00
09/19/2016	BJZ	Prepare correspondence to K.Bell regarding appeal.	0.10	\$250.00	\$25.00
09/19/2016	BJZ	Evaluate appeal issues raised by K.Bell.	0.60	\$250.00	\$150.00
09/19/2016	BJZ	Prepare motion to consolidate appeals.	0.60	\$250.00	\$150.00
09/20/2016	BJZ	Telephone conference with K.Bell regarding appellate issues.	0.40	\$250.00	\$100.00
09/20/2016	BJZ	Evaluate appellate issues raised by Plaintiffs attorney.	1.10	\$250.00	\$275.00
09/20/2016	BJZ	Prepare correspondence to M.Stebbins regarding discussion with appellate attorney.	0.10	\$250.00	\$25.00

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
09/20/2016	BJZ	Evaluate issues with record on appeal.	0.80	\$250.00	\$200.00
09/20/2016	BJZ	Review appellate dockets for both pending appeals regarding inclusion of information in motion to consolidate.	0.40	\$250.00	\$100.00
09/20/2016	BJZ	Review clerk's record on appeal and evaluate need for supplementing same.	0.70	\$250.00	\$175.00
09/20/2016	JFT	Receipt and review, Notice of Appearance regarding Charles F. Beall, Jr. on behalf of Plaintiffs.	0.10	\$95.00	\$9.50
09/20/2016	JFT	Draft City's Notice of Filing regarding 02/10/2016 Trial transcripts - Volume I.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Telephone call to Anchor Court Reporting in preparation for drafting the City's Designation to Court Reporter in Appeal Case.	0.30	\$95.00	\$28.50
09/20/2016	JFT	Draft City's Notice of Filing regarding 02/11/2016 Trial transcripts - Volume II.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Draft City's Notice of Filing regarding 02/12/2016 Trial transcripts - Volume III.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Draft City's Notice of Filing regarding 11/12/2015 - Hearing on Defendant's Request for a Jury Trial.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Draft City's Notice of Filing regarding 09/28/2015 - Hearing on Plaintiff's Motion for Partial Summary Judgment as to the Effect of the Greer Quitclaim Deed and Defendants' Motion for Partial Summary Judgment.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Draft City's Notice of Filing regarding 02/16/2015 - Hearing on Plaintiffs' Motion for Judicial Notice and Motion for Partial Summary Judgment.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Draft City's Notice of Filing regarding 11/12/2015 - Hearing on Defendant's Request for a Jury Trial.	0.20	\$95.00	\$19.00
09/20/2016	JFT	Telephone call to Wierzbicki Court Reporting in preparation for drafting the City's Designation to Court Reporter in Appeal Case.	0.80	\$95.00	\$76.00
09/20/2016	JFT	Draft Designation to Court Reporter to Anchor Court Reporting.	0.60	\$95.00	\$57.00
09/20/2016	JFT	Draft Designation to Court Reporter to Wierzbicki Court Reporting.	0.60	\$95.00	\$57.00
09/20/2016	JFT	Draft Appellants Directions to the Clerk regarding Appeal Case.	0.80	\$95.00	\$76.00
09/21/2016	BJZ	Continued preparation of motion for consolidation.	0.80	\$250.00	\$200.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
09/21/2016	BJZ	Receipt and review various emails with M.Dannheisser and D.Smolker regarding issues with eminent domain claim.	0.30	\$250.00	\$75.00
09/21/2016	JFT	Supplement and Finalize, City's Motion to Consolidate.	0.20	\$95.00	\$19.00
09/23/2016	BJZ	Evaluate need to supplement appellate record and prepare record on appeal.	0.50	\$250.00	\$125.00
09/23/2016	BJZ	Analyze additional pleadings and hearing transcripts to be included in appellate record.	0.60	\$250.00	\$150.00
09/23/2016	JFT	Receipt and review, email from Wierzbicki Court Reporting regarding missing Court Reporter's Acknowledgement in the Appeal Case.	0.10	\$95.00	\$9.50
09/23/2016	JFT	Draft Court Reporter's Acknowledgement in the Appeal Case.	0.40	\$95.00	\$38.00
09/23/2016	JFT	Receipt and review, email from Anchor Court Reporting regarding Court Reporters' Acknowledgment in Appeal Case.	0.10	\$95.00	\$9.50
09/23/2016	JFT	Telephone call to Santa Rosa Clerk of Court regarding specific items missing from Appeal Docket.	0.20	\$95.00	\$19.00
09/26/2016	BJZ	Receipt and review order from appellate court consolidating appeals.	0.10	\$250.00	\$25.00
09/26/2016	JFT	Telephone call from Santa Rosa Clerk of Court regarding Appeal Docket.	0.10	\$95.00	\$9.50
09/27/2016	BJZ	Analyze issues related to slander of title claim.	1.40	\$250.00	\$350.00
09/27/2016	BJZ	Telephone conference with M.Stebbins regarding settlement negotiations and need to stay court's decision on attorney fee.	0.20	\$250.00	\$50.00
09/27/2016	BJZ	Telephone conference to Plaintiff attorney regarding staying court's order on attorney fees.	0.30	\$250.00	\$75.00
09/27/2016	BJZ	Prepare detailed correspondence to K.Bell regarding staying court's order.	0.20	\$250.00	\$50.00
09/27/2016	BJZ	Receipt and review detailed correspondence from K.Bell regarding delaying ruling on attorney fees.	0.20	\$250.00	\$50.00
09/27/2016	BJZ	Prepare correspondence to M.Stebbins and M.Dannheisser regarding correspondence from Plaintiff attorney.	0.20	\$250.00	\$50.00
09/27/2016	BJZ	Prepare draft correspondence to Judge asking for delay in ruling.	0.10	\$250.00	\$25.00

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
09/27/2016	JFT	Telephone call to Wierzbicki Court Reporting regarding detailed explanation of charges regarding Court Reporters Acknowledgment in Appeal Case.	0.30	\$95.00	\$28.50
09/28/2016	BJZ	Receipt and review correspondence from K.Bell regarding delaying court's order on attorney fees.	0.20	\$250.00	\$50.00
09/28/2016	BJZ	Receipt and review another detailed correspondence from K.Bell regarding position in delaying ruling on attorney fees.	0.20	\$250.00	\$50.00
09/28/2016	BJZ	Continued evaluation of slander of title claim as threatened by Plaintiffs.	1.80	\$250.00	\$450.00
09/28/2016	BJZ	Evaluate potential defenses to slander of title claim regarding privilege, statute of limitation, and ability to establish elements.	1.80	\$250.00	\$450.00
09/29/2016	BJZ	Receipt and review court's order on motion for attorney fees.	0.50	\$250.00	\$125.00
09/29/2016	BJZ	Prepare detailed update to City Attorney regarding result of motion for attorney fees.	0.30	\$250.00	\$75.00
09/29/2016	BJZ	Additional evaluation of slander of title claim.	0.40	\$250.00	\$100.00
09/29/2016	BJZ	Receipt and review correspondence from M.Stebbins regarding shade meeting.	0.10	\$250.00	\$25.00
09/29/2016	BJZ	Evaluate court's decision on fee award regarding appeal issues.	0.80	\$250.00	\$200.00
09/30/2016	BJZ	Evaluate private right of access by owners within subdivision despite court's ruling.	1.30	\$250.00	\$325.00
09/30/2016	BJZ	Prepare detailed correspondence to M.Stebbins regarding slander of title.	0.40	\$250.00	\$100.00
09/30/2016	JFT	Receipt and review, Order Granting Plaintiffs' Motion for Attorney Fees.	0.10	\$95.00	\$9.50
<b>Total Professional Services</b>			<b>71.50</b>		<b>\$16,046.00</b>

**PERSON RECAP**

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	59.70	\$250.00	\$14,925.00
JFT Jamie F. Thurman	11.80	\$95.00	\$1,121.00

October 10, 2016  
Client: FL8352  
Matter: 000003  
Invoice #: 338422  
Resp Atty: BJZ  
Page: 9

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**DISBURSEMENTS**

<b>Date</b>	<b>Description of Disbursements</b>	<b>Amount</b>
09/02/2016	Federal Express to First District Court of Appeal (8-23-2016) Invoice No. 5-545-58201	\$16.90
	Total Disbursements	\$16.90
	TOTAL SERVICES	\$16,046.00
	TOTAL DISBURSEMENTS	\$16.90
	<b>TOTAL CHARGES FOR THIS BILL</b>	<b>\$16,062.90</b>
	NET BALANCE FORWARD	\$19,863.88
	TOTAL NOW DUE	\$35,926.78

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**Wire Instructions**

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**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

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

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# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

A handwritten signature in blue ink, appearing to be "LG", is written over the name "Leslie Guyer".

Date: October 26, 2016

Subject: Invoice Payment to Jenner & Block LLP

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On June 20, 2016 the City Council approved an engagement agreement with Jenner & Block LLP, to assist with possible litigation involving the SLGS program for investments.

We have received Invoice No. 9375022 in the amount of \$1,703.25 for professional services provided in September 2016. A copy of the invoice is attached for your review.

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES (GBFS) ON NOVEMBER 7, 2016, TO APPROVE PAYMENT OF INVOICE NO. 9375022 IN THE AMOUNT OF \$1,703.25 TO JENNER & BLOCK LLP.**

LAW OFFICES  
**JENNER & BLOCK LLP**  
353 N. Clark Street  
CHICAGO, ILLINOIS 60654-3456  
(312) 222-9350

CLIENT NUMBER: 56365  
MATTER NUMBER: 10004

CITY OF GULF BREEZE, FL AS SPONSOR  
1070 SHORELINE DRIVE  
GULF BREEZE, FL 32561

OCTOBER 18, 2016  
INVOICE # 9375022

**DOJ INVESTIGATION RE: SLGS**

FOR PROFESSIONAL SERVICES RENDERED THROUGH SEPTEMBER 30, 2016:	\$ 1,892.50
LESS 10% FEE DISCOUNT	<u>\$ -189.25</u>
FEE SUB-TOTAL	\$ 1,703.25
DISBURSEMENTS	<u>\$ .00</u>
TOTAL INVOICE	\$ 1,703.25

LAW OFFICES  
**JENNER & BLOCK LLP**  
353 N. Clark Street  
CHICAGO, ILLINOIS 60654-3456  
(312) 222-9350

CITY OF GULF BREEZE, FL AS SPONSOR  
1070 SHORELINE DRIVE  
GULF BREEZE, FL 32561

INVOICE # 9375022

CLIENT NUMBER: 56365

OCTOBER 18, 2016

FOR PROFESSIONAL SERVICES RENDERED  
THROUGH SEPTEMBER 30, 2016:

DOJ INVESTIGATION RE: SLGS

MATTER NUMBER - 10004

9/01/16	EML	.10	Received updated draft FOIA document from Pepper Hamilton counsel and corresponded with counsel re follow-up phone call.	69.50
9/02/16	EML	.10	Corresponded with N. Tarasen re draft FOIA request; corresponded re same with Pepper Hamilton counsel.	69.50
9/05/16	TXP	.30	Reviewed tolling agreement and email re same.	360.00
9/05/16	EML	.30	Reviewed correspondence and FOIA from Pepper Hamilton; arranged time to discuss same with B. Fay; reviewed updated tolling agreement from DOJ; corresponded with T. Perrelli and N. Tarasen re same.	208.50
9/06/16	NWT	.30	Telephone conference with B. Fay (Pepper Hamilton) re potential FOIA requests.	175.50
9/06/16	EML	.30	Discussed FOIA requests to Treasury Department with attorney from Pepper Hamilton and N. Tarasen; summarized call with Pepper Hamilton in email to T. Perrelli.	208.50
9/07/16	EML	.20	Discussed revised tolling agreement with T. Perrelli; corresponded with client re same; discussed FOIA responses with N. Tarasen.	139.00
9/09/16	NWT	.30	Finalized tolling agreement for T. Perrelli signature.	175.50
9/09/16	EML	.20	Updated client on tolling agreement and FOIA requests; corresponded with T. Perrelli and N. Tarasen to finalize tolling agreement.	139.00
9/12/16	EML	.10	Reviewed and shared final signed tolling agreement with United States' counsel.	69.50

LAW OFFICES  
**JENNER & BLOCK LLP**  
 353 N. Clark Street  
 CHICAGO, ILLINOIS 60654-3456  
 (312) 222-9350

9/13/16	EML	.10	Received document from client and shared same with N. Tarasen; corresponded with both re same.	69.50
9/20/16	EML	.10	Reviewed signed tolling agreement from DOJ and shared same with client.	69.50
9/27/16	EML	.10	Corresponded with T. Perrelli and N. Tarasen re DOJ scheduling.	69.50
9/29/16	EML	.10	Corresponded with client and T. Perrelli re reporter; corresponded with T. Perrelli re scheduling DOJ meeting.	69.50
		2.60	PROFESSIONAL SERVICES	\$ 1,892.50
LESS 10% FEE DISCOUNT				<u>\$ -189.25</u>
FEE SUB-TOTAL				\$ 1,703.25
INVOICE TOTAL				\$ 1,703.25

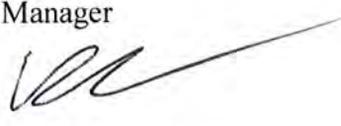
**SUMMARY OF PROFESSIONAL SERVICES**

NAME	HOURS	RATE	TOTAL
THOMAS J. PERRELLI	.30	1,200.00	360.00
EMILY M. LOEB	1.70	695.00	1,181.50
NICHOLAS W. TARASEN	.60	585.00	351.00
TOTAL	2.60		\$ 1,892.50



# City of Gulf Breeze

## MEMORANDUM

To: Buz Eddy, City Manager; Samantha Abell, Deputy City Manager  
Thru: Craig S. Carmichael, DCS; Steve Milford, DF   
From: Craig Chamberlin, Code Enforcement Officer   
Date: October 28, 2016  
Subject: **Copier Equipment Purchase and Related Service Agreement**

### **REQUEST:**

Consideration to purchase copiers and printer equipment to replace expiring lease and service agreements. The yearly service agreement includes toner, parts, maintenance and supplies.

### **BACKGROUND:**

The City's five year lease agreement for printer and copier equipment expires in March of 2017. City Staff proposes an outright purchase of new equipment and a service agreement, for a cost savings. At this time, equipment is provided and serviced through three separate companies: Berney Office Equipment, Office Technologies and Modular Imaging. The equipment is located in different facilities throughout the City; Modular provides the majority. Averages of the current monthly payments are provided below.

	<b>Equipment Lease</b>	<b>Service &amp; Supplies</b>	<b>Total</b>
Modular	\$740	\$1060.45	\$1800.45
Berney	\$83	\$110.37	\$193.37
Office Technologies	\$99.80	\$112	\$211.80
<b>Total</b>	<b>\$922.80</b>	<b>\$1282.82</b>	<b>\$2205.62</b>

### **DISCUSSION:**

After completing a preliminary needs assessment with our current leasing provider, staff determined that the City requires three copiers, eleven printers, and six multi-function printers for daily operations. Quotes were obtained from area suppliers. New leasing terms were unfavorable, with 15 to 20 percent interest rates. Therefore, the City obtained quotes for purchase.

(850) 934-5100 • FAX (850) 934-5114

POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

Five companies responded to the request for quote. A summary is provided below.

	<b>Equipment Purchase</b>	<b>Monthly Service &amp; Supplies</b>
<b>Modular</b>	\$45,659	\$1016
<b>Berney</b>	\$28,150	\$974
<b>Office Technologies</b>	\$33,542	\$711
<b>Konica Minolta</b>	\$31,356	\$970
<b>DEX</b>	\$33,135	\$717

The low bid proposed by Berney was determined to include products that were consumer grade, not commercial grade. Modular submitted two proposals, one under the name Modular and one under DEX Imaging. The proposed bids were analyzed for factors including price, product and maintenance service. Staff finds Office Technologies provided the best quote for requested specifications. Office Technologies is the only locally owned company with a headquarters and warehouse in Pensacola. Additionally, the majority of the products that they propose are state term contract pricing.

Subsequently Staff completed a needs assessment with Office Technologies. A final price of \$36,505 was negotiated with Office Technologies for the purchase of 3 Sharp color copy machines, 2 Sharp B/W copy machines, 4 Lexmark color printers, 3 Lexmark color multi-function printers, 9 Lexmark B/W printers and 2 Lexmark B/W multi-function printers.

**FINANCIAL IMPACT:**

The Office Technologies purchase agreement provides a savings from current monthly lease payments, based on existing usage. Furthermore, a monthly service agreement of \$711 will provide the City with \$1,494 in additional monthly cash flow which can be used to pay off a \$36,505 purchase in twenty-five months. A financial impact spreadsheet is attached.

**RECOMMENDATION:**

**That the City Council approve the purchase agreement with Office Technologies for the price of \$36,505 and also approve the related service contract.**

**ATTACHMENTS:**

1. Comparative analysis spreadsheet
2. Printer list by location
3. Equipment schedule
4. Equipment acquisition agreement

**Printer List By Location**

Existing Type	ID	Building	Location	Proposed Type	Model	Price	Notes
Toshiba	5540C	City Hall	Main Print	Color Copier / Fax	Sharp 6070	\$ 9,865.00	
FS-5350DN	17312	City Hall	City Clerk	Color	C4150	\$ 769.00	
FS-5350DN	17315	City Hall	City Clerk	Color	C4150	\$ 769.00	
FS-5350DN	17309	City Hall	Ast City Ma	B/W Printer	M1145	\$ 465.00	Downgraded to B/W
Sharp M257	18404	City Hall	Main Finan	B/W Copier	Sharp 364N	\$ 3,125.00	
FS-5350DN	17310	City Hall	Finance Ste	Color	C4150	\$ 769.00	
FS-2020DN	17117	City Hall	Finance Of	B/W Printer	M1145	\$ 465.00	
		City Hall	Finance Su	500 B/W Printer	M3150	\$ 728.00	
FS-2126MFP	17307	City Hall	Community	Color Copier / Fax	Sharp 2616	\$ 2,829.00	Upgraded to Ledger
						\$ 19,784.00	
FS-5350DN	17311	Public Works	Main Office	Color	Eliminate		
FS-5350DN	17313	Public Works	Thomas	Color	C4150	\$ 769.00	
FS-5350DN	17314	Public Works	Harlod	B/W	M1145	\$ 465.00	Downgraded to B/W
FS-3140	17146	Public Works	Main Office	MFP B/W / Fax	Eliminate		
		Public Works	Main Office	Color Copier	Sharp 3050	\$ 3,705.00	Replaces Eliminated
		Public Works	Ready Roo	B/W MFP	XM1145	\$ 465.00	Used / Replaces No Contract
						\$ 5,404.00	
FS-2020DN	17300	Field Ops	Ron Office	B/W Printer	Eliminate		
FS-3140	17304	Field Ops	Jon Kansig	B/W MFP	Eliminate		
		Field Ops	Main Office	Color Copier / Fax	XC4140	\$ 1,398.00	Replaces Eliminated
		Field Ops	Jon Trypus	B/W Printer	M1145	\$ 465.00	Replaces No Contract
FS-2020DN	17302	Field Ops	Waste Wat	B/W Printer	M1145	\$ 232.50	Used
FS-3140	14305	Field Ops	Waste Wat	B/W MFP	XM1145	\$ 898.00	
						\$ 2,993.50	
FS-2126MFP	17321	Community Center	Ron Office	MFP Color	Eliminate		
FS-3140	17306	Community Center	Mark Gipsc	MFP B/W	XC4140	\$ 1,398.00	Upgraded to Color
Kyocera	55370	Community Center	Main Print	B/W Copier / Fax	Sharp 3050	\$ 4,365.00	Upgraded to Color
		Community Center	GBSA	B/W Printer	M1145	\$ 465.00	Replaces No Contract
						\$ 6,228.00	
FS-2020DN	17301	Fire	Watch Roo	B/W	M1145	\$ 465.00	
FS-2126MFP	17308	Fire	Watch Roo	MFP Color	XC4140	\$ 1,398.00	
		Fire	Scott Office	B/W Printer	M1145	\$ 232.50	Used / Replaces No Contract
						\$ 2,095.50	
<b>Total</b>						\$ 36,505.00	
	Sharp	Copier					
	XM1145	B/W MFP					
	M1145	B/W Printer					
	M3150	500 Sheet B/W Printer					
	XC4140	Color MFP					
	C4150	Color Printer					
		Eliminate					
		Add / Replaces Consumer Printer					



# EQUIPMENT ACQUISITION AGREEMENT

910 E CERVANTES ST. PENSACOLA, FL 32501  
 P: 850-432-1580 F: 850-432-8666

[WWW.CPCTEK.COM](http://WWW.CPCTEK.COM)

Date 10/25/16	Purchase Order	Account Manager	Authorized Approval
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Installation: Customer Information		Bill To: Customer Information	
Company Name City of Gulf Breeze	Address 1070 Shoreline Dr. (Public Works)	Company Name City Of Gulf Breeze	Address
City, State Gulf Breeze, FL	Zip 32561	City, State	Zip
Phone# (850) 934-5100	Fax#	Phone#	Fax#
Contact Craig	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description- Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
1	Sharp MX-3050N Color MFP* (Main MFP)	<input type="checkbox"/>	\$ 3,705.00	\$ 3,705.00
	*Includes DE25, TU16, FX15, TR19	<input type="checkbox"/>		\$ 0.00
1	Lexmark C4150 Color Printers (Thomas)	<input type="checkbox"/>	\$ 769.00	\$ 769.00
1	Lexmark XM1145 Desktop MFP* (Ready Room)	<input type="checkbox"/>	\$ 465.00	\$ 465.00
	*Refurbished unit provided by CPC Office Technologies	<input type="checkbox"/>		\$ 0.00
1	Lexmark M1145 B&W Printer (Harold)	<input type="checkbox"/>	\$ 465.00	\$ 465.00
		<input type="checkbox"/>		\$ 0.00
		<input type="checkbox"/>		\$ 0.00
		<input type="checkbox"/>		\$ 0.00
		<input type="checkbox"/>		\$ 0.00
	*Sharp equipment/CPC pricing per State Contract # 600-000-11-1		<b>Sub-Total</b>	\$ 5,404.00

<b>TRANSACTION TYPE:</b>	LEASE- <input type="checkbox"/>	CASH- <input checked="" type="checkbox"/>	RENTAL- <input type="checkbox"/>	Tax	
				<b>Total</b>	\$ 5,404.00

LEASE FINANCING PROVIDED BY: \_\_\_\_\_ TAX EXEMPT: YES-  NO-

IT CONTACT NAME: \_\_\_\_\_ IT PHONE #: ( ) - \_\_\_\_\_ CERTIFICATE #: \_\_\_\_\_

CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)						
BASE CHARGE	B&W Images Included	Color Images Included	B&W Excess Rate	Color Excess Rate	SERVICE CONTRACT DETAIL	CTS AGREEMENT
N/A	CPC	CPC	various	various	<b>Contract Type: (Choose One)</b> All Inclusive- <input checked="" type="checkbox"/> Parts & Labor- <input type="checkbox"/> Color Supplies Not Included- <input type="checkbox"/> Other- <input type="checkbox"/> _____	<b>Contract Coverage:</b> YES- <input type="checkbox"/> NO- <input type="checkbox"/> Price: \$ _____ Term: _____ Months
<b>Contract Start Date:</b> Upon Delivery	<b>Base Billing Frequency:</b> Monthly- <input type="checkbox"/> Annual- <input type="checkbox"/> Quarterly- <input type="checkbox"/>		<b>Overage/CPC Billing:</b> Monthly- <input checked="" type="checkbox"/> Quarterly- <input type="checkbox"/> Bi-Annual- <input type="checkbox"/> Annual- <input type="checkbox"/>			

**Special Instructions:**  
 Service contract is all inclusive covering all parts, labor and supplies. Usage will be billed as a zero base cost per copy.  
 See attached "Equipment Schedule" for breakdown of model specific Cost Per Image charges.

*By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement.  
 This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.*

\_\_\_\_\_  
 Customer Representative

\_\_\_\_\_  
 CPC Representative

\_\_\_\_\_  
 Authorized Signature                      Date  
 Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
 Authorized Signature                      Date  
 Printed Name & Title: \_\_\_\_\_

## AGREEMENT

CPC Office Technologies referenced herein as "CPC" agrees to provide the Purchaser of this agreement, the services described within this document, on the equipment listed on the reverse side, for the scheduled fees. This contract shall remain in force for a minimum one-year period and may not be cancelled during the initial term or any renewal thereof. The Purchaser will be billed on a monthly, quarterly, or annual basis with the minimum billed and payable in advance. Upon contract renewal there will be an annual increase not to exceed 10%.

An "All Inclusive" Agreement includes parts, labor, routine maintenance and supplies (including toner and developer unless stated otherwise) except staples and paper as specified by manufacturer to keep the equipment operating at optimum performance levels, but does not cover any software maintenance or network connectivity support. In order to ensure proper maintenance of equipment, CPC will provide routine service during its normal working hours (8:00 a.m. – 5:00 p.m.) not including Saturdays, Sundays or holidays.

### For Copiers/Printers:

All parts removed become the property of CPC. In the event of any increase in the cost of fuel, parts, supplies, or other component(s) not under the control of CPC, those increases shall be passed on to customer.

### For Other Products:

All non-copier agreements include parts, labor, and routine maintenance calls. The same exclusions listed under copiers apply here as well (unless otherwise specified). Service programs vary based on product and may be based on an annual fee, minimum meter fee, or charges billed in arrears for prints produced. CPC shall have no obligation to make ordinary changes of toner, paper, staples, and developer or to install equipment accessories. Nor will CPC be liable for negligence by the user or any repairs or replacements due to electrical power problems, abuse, accidents, theft or damage caused to the machine by repairs done by someone other than an authorized CPC representative or any other issues resulting from acts of God including but not limited to climatic conditions, water, or fire damage.

This program shall become effective upon receipt by CPC of the initial monthly charge provided on the reverse side hereof and shall continue for one calendar year. This program shall be automatically extended for 12 months, at the rate in effect at the time of the extension, provided that the customer is not then in default.

Either party may terminate this Agreement by giving written notice not less than 30 days prior to the anniversary date of the Agreement if service is not included in your lease. At the end of the 30-day notice, any excess images/prints will be billable at the rates currently in effect. This contract may not be transferred to another individual and/or business without the prior written authorization from CPC. Any excess supplies provided by CPC under the terms of the contract remain the property of CPC and must be returned at the expiration of the Agreement. Excess supplies not returned shall be invoiced at the preferred customer rate. If certain repair parts become unavailable from the manufacturer, this Agreement can be terminated by either party or remain in effect with the services described above except those services that cannot be provided due to unavailable parts.

**Meter Collection:** For efficient and electronic meter reading, CPC utilizes Electronic Meter Capture software (EMC) that reports current meter readings on all print devices connected to your network. Customer agrees that meters may be accessed and reported in this manner. This utility is provided at no charge to you. CPC is not responsible for the maintenance of this software or the collection of meter readings. It is the customer's responsibility to ensure ongoing uninterrupted operation of this software and the reporting of accurate meter readings. If customer elects not to use or maintain this software then customer agrees to report meter readings by email or through the CPC website.

**Connectivity Technical Support "CTS":** Is an optional protection available for all network-connected products supplied and connected by CPC. CTS works in conjunction with this Agreement by providing support and fault isolation for print, scan and network fax issues external to the device. CTS is designed to minimize the downtime associated with the critical performance of these functions. CTS provides up to 6 hours IT/Help Desk support time per year/location depending on product devices on this contract. CTS services are not included with this Agreement unless indicated on the reverse hereof.

**No Liability for Consequential Damages:** CPC will, at the request of the customer, install network copiers/printers and other related products, on the customers designated network. In no event shall CPC be liable for any damages whatsoever (including without limitation, damages for loss of business profits, business interruption, loss of business information, consequential damages, punitive damages, or any other loss) resulting from the products or services provided pursuant to this Agreement. This is an integrated document. This writing constitutes the entire Service Agreement between the parties. No agreements or warranties, whether written or oral, exist other than as specifically provided in the terms and provisions as set forth herein. All warranties, including the implied warranties of merchantability and fitness for purpose of use are specifically disclaimed.

**Additional Terms:** This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

**Title:** Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest.

**Limitation of Liability and Warranties:** Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

**Delays:** CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

**Taxes:** CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

**Recovery of Costs:** Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred.

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1/1/2015



# EQUIPMENT ACQUISITION AGREEMENT

910 E CERVANTES ST. PENSACOLA, FL 32501  
 P: 850-432-1580 F: 850-432-8666

[WWW.CPCTEK.COM](http://WWW.CPCTEK.COM)

Date 10/25/16	Purchase Order	Account Manager	Authorized Approval
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### Installation: Customer Information

### Bill To: Customer Information

Company Name City of Gulf Breeze		Company Name City Of Gulf Breeze	
Address 1070 Shoreline Dr. (City Hall)		Address	
City, State Gulf Breeze, FL	Zip 32561	City, State	Zip
Phone# (850) 934-5100	Fax#	Phone#	Fax#
Contact Craig	E-mail	Key Operator/Meter Readings	E-mail

Quantity	Product Description- Make, Model, Serial No. & Meter Read	Refurb	Unit Price	Total
1	Sharp MX-6070N Color MFP* (Main MFP)	<input type="checkbox"/>	\$ 9,865.00	\$ 9,865.00
	*Includes DE28, FN29, RB25, FX15, TR19	<input type="checkbox"/>		\$ 0.00
1	Sharp MX-2616N Color MFP w/ DE12* (Community Service)	<input type="checkbox"/>	\$ 2,829.00	\$ 2,829.00
3	Lexmark C4150 Color Printers (City Clerk X 2, Finance Steve)	<input type="checkbox"/>	\$ 769.00	\$ 2,307.00
1	Sharp MX-M364N B&W MFP* (Finance Main MFP)	<input type="checkbox"/>	\$ 3,125.00	\$ 3,125.00
	*Includes DE12, TU12, FX11, TR13N	<input type="checkbox"/>		\$ 0.00
1	Lexmark M3150 B&W Printer (Finance Sub Office)	<input type="checkbox"/>	\$ 728.00	\$ 728.00
2	Lexmark M1145 B&W Printer (Finance Office, Asst City Mngr)	<input type="checkbox"/>	\$ 465.00	\$ 930.00
		<input type="checkbox"/>		\$ 0.00
		<input type="checkbox"/>		\$ 0.00
	*Sharp equipment/CPC pricing per State Contract # 600-000-11-1		<b>Sub-Total</b>	\$ 19,784.00

TRANSACTION TYPE: LEASE-  CASH-  RENTAL-

Tax	
<b>Total</b>	\$ 19,784.00

LEASE FINANCING PROVIDED BY: \_\_\_\_\_ TAX EXEMPT: YES-  NO-

IT CONTACT NAME: \_\_\_\_\_ IT PHONE #: ( ) - \_\_\_\_\_ CERTIFICATE #: \_\_\_\_\_

### CPC Service Programs: (Base Charge Amount should correlate to Billing Frequency)

BASE CHARGE	B&W Images Included	Color Images Included	B&W Excess Rate	Color Excess Rate	SERVICE CONTRACT DETAIL	CTS AGREEMENT
N/A	CPC	CPC	various	various	Contract Type: (Choose One) All Inclusive- <input checked="" type="checkbox"/> Parts & Labor- <input type="checkbox"/> Color Supplies Not Included- <input type="checkbox"/> Other- <input type="checkbox"/> _____	Contract Coverage: YES- <input type="checkbox"/> NO- <input type="checkbox"/> Price: \$ _____ Term: _____ Months
Contract Start Date: Upon Delivery	Base Billing Frequency: Monthly- <input type="checkbox"/> Annual- <input type="checkbox"/> Quarterly- <input type="checkbox"/>		Overage/CPC Billing: Monthly- <input checked="" type="checkbox"/> Quarterly- <input type="checkbox"/> Bi-Annual- <input type="checkbox"/> Annual- <input type="checkbox"/>			

**Special Instructions:**  
 Service contract is all inclusive covering all parts, labor and supplies. Usage will be billed as a zero base cost per copy.  
 See attached "Equipment Schedule" for breakdown of model specific Cost Per Image charges.

*By signing this document you acknowledge that the terms and conditions on the back of this document are an integral part of this agreement.  
 This agreement shall not be binding on Copy Products Company until it is signed as accepted by a Manager.*

\_\_\_\_\_  
 Customer Representative

\_\_\_\_\_  
 CPC Representative

\_\_\_\_\_  
 Authorized Signature                      Date  
 Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
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**Additional Terms:** This Agreement is subject to the terms and conditions appearing herein and the reverse hereof and customer agrees to be bound thereby. All orders are net cash upon delivery unless otherwise indicated. Any amount not paid upon delivery shall be subject to a finance charge of 1.5 per month (18% per year). This Agreement is accepted when signed by an Authorized Representative of CPC and becomes a binding contract and may not be cancelled or modified without the prior written consent of both Parties, unless otherwise provided herein. Sale is not subject to approval or on a trial basis. Both Parties agree that neither shall be bound by any representation other than those contained herein.

**Title:** Title to the equipment shall remain with CPC until such time as the purchase price has been paid in full. The customer does hereby grant to CPC a purchase money security interest in all equipment described on the reverse and agrees to sign any other such documents as are needed to perfect said security interest.

**Limitation of Liability and Warranties:** Any warranties of the products sold or leased under this Agreement are those of the manufacturer. CPC makes no warranty of merchantability of the goods, or any warranty of fitness for a particular purpose. In no event shall CPC be responsible for consequential damages or loss of profits resulting from the breach of any warranty or guarantee or any other breach. Customer assumes all risks and liability resulting from the use of the products whether used singly or in combination with other goods. CPC neither assumes nor authorizes any person to assume for CPC any liability in connection with the sale or use of the goods sold, and there are no oral agreements or warranties made. If CPC breaches any other provisions of this contract, CPC's sole liability, whether based in contract, tort or otherwise, shall not in any event exceed the contract price for the particular item(s) involved.

**Delays:** CPC shall not be liable by reason of delays or contingencies beyond CPC's control, including but not limited to strikes, labor unrest, delays by shippers, delays by weather conditions, delays by common carriers, accidents, government acts, acts of unrelated third parties, criminal acts, unavailability of parts or supplies, or acts of God.

**Taxes:** CPC will collect required sales tax unless the customer provides evidence of exemption to CPC. Customer shall pay any other taxes directly to federal, state, or local governments as applicable.

**Recovery of Costs:** Time is of the essence of this Agreement and the Parties hereto agree that waiver by CPC to any default of the acceptance of any payment required hereunder after the payment is due shall not constitute a waiver of any term of this Agreement or any other provisions of this Agreement. Upon default by customer CPC may exercise any legal remedy, and upon default the entire unpaid balance is due and payable from customer. If customer is indebted to CPC in any amount, CPC shall not be obligated to provide any services or supplies until all amounts are paid in full. In the event CPC is required to employ legal counsel to secure or enforce any rights accruing to it under this Agreement, customer agrees that CPC shall be entitled to recover all such costs and expenses incurred, including reasonable attorney's fees incurred.

1/1/2015

	Quantity	Item Cost	Total Cost	Brand	Service Rate			Usage						
<b>Copy Products</b>					<b>Copy</b>			<b>Copier</b>	<b>B/W</b>	<b>Color</b>	<b>Printer</b>	<b>B/W</b>	<b>Color</b>	
City Hall	1	9865	9865	Sharp MX-6070N	B/W	0.007	45.241	Finance	5590					
Finance	1	3125	3125	Sharp MX-M364N	Color	0.0424	270.8512	City Hall	6463	6388		8762	4016	
Community Center	1	3705	3705	Sharp MX-3050N Color	B/W	0.0086	27.6748	CC	3218					
Desktop MFP	6	1398	8388	Lexmark XC 4140 Color	Color	0.0475		<b>Total</b>	<b>15271</b>	<b>6388</b>		<b>8762</b>	<b>4016</b>	
Color Printer	11	769	8459	Lexmark C4150	B/W	0.0071	39.689	<b>Breakdown</b>						
			33542		<b>Printer</b>			<b>MFP</b>				4093	595	
					B/W	0.01	46.69	<b>Printer</b>				4669	3421	
					Color	0.0625	213.8125							
					<b>MFP</b>			<b>Price Breakdown</b>			<b>Total</b>			
					B/W	0.0085	34.7905	<b>Copy Products</b>	Copiers	16695				
					Color	0.055	32.725		Printers	16847	<b>33542</b>			
<b>Total</b>							<b>711.474</b>	<b>Berney</b>	Copiers	17734				
									Printers	9416	<b>27150</b>			
<b>Berney</b>								<b>Modular</b>	Copiers	15494.44				
City Hall	1	8210	8210	Xerox WC7970i	<b>Copy</b>				Printers	17640.57	<b>33135.01</b>			
Finance	1	4762	4762	Xerox WC5945i	B/W	0.0049	74.8279	<b>Konica Minolta</b>	Copiers	15916				
Community Center	1	4762	4762	Xerox WC5945i	Color	0.049	313.012		Printers	14440.5	<b>30356.5</b>			
Desktop MFP	6	649	3894	HP M477	<b>Printer</b>									
Color Printer	11	502	5522	HP M452	B/W	0.012	105.144	<b>Service Rate Summary</b>						
Install	1	1000	1000		Color	0.12	481.92	<b>Name</b>	<b>1 Month</b>	<b>1 Year</b>	<b>5 Year</b>			
<b>Total</b>			28150				<b>974.9039</b>	<b>Copy Products</b>	711.474	8537.688	42688.44			
								<b>Berney</b>	974.9039	11698.85	58494.23			
								<b>Modular</b>	717.9989	8615.987	43079.93			
								<b>Konica Minolta</b>	970.8723	11650.47	58252.34			
<b>Modular</b>								<b>Current Contract</b>						
City Hall	1	18770.63	18770.63	Sharp MX-6070N	<b>Copy</b>			<b>Modular</b>	Lease	740				
Finance	1	5294.5	5294.5	Sharp MX- B402SC	B/W	0.012	183.252		Service	1060.45	<b>1800.45</b>			
Community Center	1	5294.5	5294.5	Sharp MX- B402SC	Color	0.07	447.16	<b>Berney</b>	Lease	83				
Desktop MFP	6	699.99	4199.94	HP 552dw	<b>Printer</b>				Service	110.37	<b>193.37</b>			
Color Printer	11	899.99	9899.89	HP 577dw	B/W	0.012	105.144	<b>Copy Products</b>	Lease	99.8				
Delivery	1	2200	2200		Color	0.07	281.12		Service	112	<b>211.8</b>			
<b>Total</b>			45659.46				<b>1016.676</b>	<b>Total</b>	Lease	922.8				
									Service	1282.82	<b>2205.62</b>			
<b>Konica Minolta</b>								<b>Savings</b>						
City Hall	1	8302	8302	Bizhub C558	<b>Copy</b>			<b>Current Service</b>	1282.82					
Finance	1	3807	3807	BizHub C258	B/W	0.0057	87.0447	<b>Current Lease</b>	922.8	<b>2205.62</b>				
Community Center	1	3807	3807	BizHub C258	Color	0.046	293.848	<b>Proposed Service</b>	711.474			1 Month	1 Year	
Desktop MFP	6	1106	6636	C3100P Printer	<b>Printer</b>			<b>Proposed Lease / 60</b>	559.0333	<b>1270.507</b>		935.1127	11221.35	
Color Printer	11	709.5	7804.5	C3100P	B/W	0.0199	174.3638							
Delivery	1	1000	1000		Color	0.10349	415.6158							
<b>Total</b>			31356.5				<b>970.8723</b>							
<b>DEX</b>														
City Hall	1	8368.44	8368.44	Bizhub C558	<b>Copy</b>									
Finance	1	3563	3563	BizHub C258	B/W	0.0059	90.0989							
Community Center	1	3563	3563	BizHub C258	Color	0.05	319.4							
Desktop MFP	6	1673.5	10041	HP MFP 586dn	<b>Printer</b>									
Color Printer	11	690.87	7599.57	HP Pagewide 556dn	B/W	0.01	87.62							
Delivery	1	0	0		Color	0.055	220.88							
<b>Total</b>			33135.01				<b>717.9989</b>							



# City of Gulf Breeze

## Memorandum

To: Buz Eddy, City Manager

From: Nathan G. Ford, <sup>NF</sup>Assistant to City Manager

Date: October 27, 2016

Subject: Golf Cart Policy and Mobility Route Development

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Under direction of the Council, The City of Gulf Breeze Traffic Calming Task Force met on October 26<sup>th</sup> to discuss golf cart usage in the City of Gulf Breeze. During the meeting, the Task Force, Police Department and City Staff discussed three main issues associated with golf cart usage in the City: 1). The increased usage on golf carts on City Streets that have not been designated for safe use, 2). Golf cart operation by youth, and, 3). Golf cart operation on sidewalks.

Florida Statute Section 316.212 addresses the operation of golf carts on roadways. A municipality has the ability to designate a street or system of streets for use by golf carts. At this time, no city streets or sidewalks have this designation. According to the statute, a city must determine if golf carts can safely travel on or cross the public road or street, considering factors including the speed, volume, and character of motor vehicle traffic using the road or street. A City may also decide whether or not golf carts can be utilized at night hours and safely on specific sidewalks.

The Traffic Calming Task Force recommended that staff identify safe "mobility routes" in accordance with FSS 316.212 for golf cart usage. In addition, the task force recommended that the City develop a suitable registration and safety education program. A public information and awareness program will be designed, informing residents who use golf carts of any adopted policy and safety concerns. By state statute, a golf cart may not be operated by any person under the age of 14. The Task Force suggested that the City consider, after safe mobility routes were fully evaluated, limiting the age of operation to 16 and older.

City Staff will work on developing a draft of potential golf cart mobility routes along with a sample education and policy program for Council consideration.

# Memo

**To:** Edwin Eddy, City Council, Santa Rosa County Clerk  
**From:** Steve Milford  
**Date:** Thursday, October 27, 2016  
**Re:** Preliminary Unaudited Tourist Development Fund Results

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The attached report shows the 12 month results for the Tourist Development Fund. Please note that all amounts remain subject to adjustment resulting from our external auditors.

Revenues, including an estimated \$23,050 accrual for August and September revenues to be received after September 30, 2016, exceeded the annual budgeted revenue of \$150,000 by \$32,492 or 22% for total annual revenues of \$182,492.

Expenses for the year totaled \$152,080 or 92% of budgeted expenditures of \$164,580. The short fall in budgeted expenditures is the result of a difference of \$4,500 between budgeted amounts for Chamber Support and the Gulf Breeze Chamber actual request for support of \$10,500, and \$8,000 budgeted for Event Advertisement and Promotions for which no corresponding expenses had been presented to the Tourist Development Advisory Committee, nor the City Council for approval and attribution.

These elements resulted in an (unaudited) \$30,412 surplus for the fiscal year 2016 rather than the \$14,580 budgeted deficit.

## **2017 Budget**

The adopted budget for fiscal year 2017, incorporated the conservative revenue forecast of \$150,000 used in the 2016 budget. At the time of 2017 budget development, no alternative information to forecast revenues was available. Expenses budgeted for 2017 mirror the 2016 budget except that \$14,580 less is budgeted for contributions in support of maintenance and debt service, so the 2017 budget balances \$150,000 in expenditures against the forecast \$150,000 in revenues.

It is reasonable to anticipate that the Tourist Development Advisory Committee, and the City Council may approve utilization of the FY 2016 surplus toward appropriate activities and expenditures in the coming fiscal year (amending the initial budget accordingly).

**REVENUE AND EXPENDITURE REPORT FOR GULF BREEZE**  
**Tourist Development Fund (105)**  
**PERIOD ENDING 09/30/2016**

DESCRIPTION	2015-16 AMENDED BUDGET	YTD BALANCE 09/30/2016	ACTIVITY FOR MONTH 09/30/2016	AVAILABLE BALANCE	% BDGT USED
Year End Accrual for Aug & Sept *		23,050	23,050	(23,050)	
TOURISM DEVELOPMENT FUNDS FROM COUNTY	150,000	159,442	31,174	(9,442)	106%
	150,000	182,492	54,224	(32,492)	122%
CHAMBER SUPPORT	15,000	10,500	10,500	4,500	70%
ARTS FESTIVAL	6,000	6,000	-	-	100%
EVENT ADVERTISE & PROMO	8,000	-	-	8,000	0%
OTHER PROF & CONTRACT SERVICES	-	-	-	-	0%
CONTRIB TO BEACH/FISHING PIER MAINT	54,900	54,900	4,575	-	100%
CONTRIB TO MULTI-PURPOSE SPORTS FACIL MAINT	56,000	56,000	4,667	0	100%
APPROVED CAPITAL PROJECTS & COSTS	-	-	-	-	0%
CONTRIB TO FACILITY DEBT SERVICE - PRIN	8,950	8,950	746	0	100%
CONTRIB TO FACILITY DEBT SERVICE - INTEREST	15,730	15,730	1,311	0	100%
	164,580	152,080	21,798	12,500	92%
 NET OF REVENUES & EXPENDITURES	 \$ (14,580)	 \$ 30,412	 \$ 32,426	 \$ (44,992)	

\* Estimated for annualized revenue