CITY OF
GULF BREEZE
Established 1828

AGENDA
City Council Regular Meeting
Monday, July 6, 2026, 5:30 PM
Gulf Breeze City Hall
1070 Shoreline Drive
Gulf Breeze, FL 32561

1. ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE

2. APPROVAL OF MINUTES

5 - 8 A. June 15, 2026, Regular Meeting Minutes
City Council Regular Meeting - 15 Jun 2026 5:30 pm - Minutes - Pdf

3. ORDINANCES

FIRST READING

9 - 17 A. Ordinance No. 02-2026 – Amending the City's Land Development Code by Creating Section 25-7, Establishing an Administrative Process for Qualifying Single-family Residential Lot Splits
Agenda Memo - Ordinance No. 02-2026 – Amending the City's Land Development Code by Creating Section 25-7, Establishing an Administrative Process for Qualifying Single-family Residential Lot Splits - Pdf

4. RESOLUTIONS

19 - 29 A. Resolution No. 16-2026 Approving, for Purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Langston Hughes Lake Como, LLC, and the Issuance of not to exceed $80,000,000 in Capital Trust Authority Revenue Bonds
Agenda Memo - Resolution No. 16-2026 Approving, for Purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Langston Hughes Lake Como, LLC, and the Issuance of not to exceed $80,000,000 in Capital Trust Authority Revenue Bonds - Pdf

31 - 42 B. Resolution No. 17-2026 Approving, for purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Aura at Silver Lake, LLC, and the Issuance of not to exceed $110,000,000 in Capital Trust Authority Multifamily Housing Revenue Bonds
Agenda Memo - Resolution No. 17-2026 Approving, for purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Aura at Silver Lake, LLC, and the Issuance of not to exceed $110,000,000 in Capital Trust Authority Multifamily Housing Revenue Bonds - Pdf

5. CONSENT AGENDA ITEMS

43 - 44 A. Authorization to Advertise Request for Proposals (RFP) – Directional Boring Services
Agenda Memo - Authorization to Advertise Request for Proposals (RFP) – Directional Boring Services - Pdf

45 - 58 B. Approve the Agreement with EcoGardens Landscaping, Inc. for the Community Center Front Entrance Repair and Recladding Project in the amount of $175,000
Agenda Memo - Approve the Agreement with EcoGardens Landscaping, Inc. for the Community Center Front Entrance Repair and Recladding Project in the amount of $175,000 - Pdf

6. ACTION ITEMS

59 - 87 A. Approval of a Five-Year Agreement with NovoaGlobal, Inc. for Red-Light Camera and School Zone Camera Enforcement Services
Agenda Memo - Approval of a Five-Year Agreement with NovoaGlobal, Inc. for Red-Light Camera and School Zone Camera Enforcement Services - Pdf

89 - 106 B. Approval of Second Amendment to Advanced Metering Infrastructure Agreement with Sensus USA, Inc.
Agenda Memo - Approval of Second Amendment to Advanced Metering Infrastructure Agreement with Sensus USA, Inc. - Pdf

107 - 110 C. Approval of Change Order #3 with Max Foote Construction for the construction of the Thomas E. Lambert Reclamation Facility in the Amount of $80,907.00
Agenda Memo - Approval of Change Order #3 with Max Foote Construction for the construction of the Thomas E. Lambert Reclamation Facility in the Amount of $80,907.00 - Pdf

111 - 116 D. Approval of Change Order #4 with Utility Services for the Florida & Montrose STS Project in the amount of $79,458.95
Agenda Memo - Approval of Change Order #4 with Utility Services for the Florida & Montrose STS Project in the amount of $79,458.95 - Pdf

117 - 136 E. Approval of a Sub-Recipient Agreement Grant Award DH022 in the amount

		$6,002,948.00 with Santa Rosa County for the West Bayshore STS Project Agenda Memo - Approval of a Sub-Recipient Agreement Grant Award DH022 in the amount $6,002,948.00 with Santa Rosa County for the West Bayshore STS Project - Pdf
137 - 142	F.	Authorize the "Sole Source" Purchase and Installation of Two (2) Replacement Base Stations and One (1) Additional Base Station for Sensus Data Collection in the amount of $179,353.34 Agenda Memo - Authorize the "Sole Source" Purchase and Installation of Two (2) Replacement Base Stations and One (1) Additional Base Station for Sensus Data Collection in the amount of $179,353.34 - Pdf
143 - 156	G.	Authorize the Cooperative Purchase of One Portable Pump from Xylem Dewatering Solutions for $64,622.85 from Xylem Utilizing the Florida Sheriff's Association Contract FSA20-EQU18.0 Agenda Memo - Authorize the Cooperative Purchase of One Portable Pump from Xylem Dewatering Solutions for $64,622.85 from Xylem Utilizing the Florida Sheriff's Association Contract FSA20-EQU18.0 - Pdf
157 - 159	H.	Authorize the Cooperative Purchase of a Valve Exercise and Maintenance Trailer from Duval Ford for $112,418.00 Utilizing the Florida Sheriff's Association Contract FSA25-VEH23.0 Agenda Memo - Authorize the Cooperative Purchase of a Valve Exercise and Maintenance Trailer from Duval Ford for $112,418.00 Utilizing the Florida Sheriff's Association Contract FSA25-VEH23.0 - Pdf
161 - 172	I.	Approval of the City Septic to Sewer Engineering Professional Services Task Order 1 with McKim & Creed in the amount of $284,323.00 Agenda Memo - Approval of the City Septic to Sewer Engineering Professional Services Task Order 1 with McKim & Creed in the amount of $284,323.00 - Pdf
173 - 183	J.	Approval of the "Sole Source" Purchase of One (1) 2"–4" Steel Line Stopping and Tapping Equipment Package for the Natural Gas Division from U.S. Pipeline Inc. in the amount of $193,856.00 Agenda Memo - Approval of the "Sole Source" Purchase of One (1) 2"–4" Steel Line Stopping and Tapping Equipment Package for the Natural Gas Division from U.S. Pipeline Inc. in the amount of $193,856.00 - Pdf

7. DISCUSSION ITEMS

8. NEW BUSINESS

9. PUBLIC FORUM

10. COUNCIL COMMENTS

11. ADJOURNMENT

If any person decides to appeal any decisions made by the City Council or any City Board with respect to any matter considered at such meeting or public hearing, such person will need a record of the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based. The public is invited to comment on matters before the City Council, City Boards or Committees upon seeking and receiving recognition from the Mayor or Chairperson. 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, Florida, at least 48 hours prior to the date of the public hearing.

MINUTES
City Council Regular Meeting
June 15, 2026 at 5:30 PM
Gulf Breeze City Hall
1070 Shoreline Drive
Gulf Breeze, FL 32561

The City Council Regular Meeting of the City of Gulf Breeze, Florida, was held at Gulf Breeze City Hall 1070 Shoreline Drive, Gulf Breeze, FL 32561 on June 15, 2026. The meeting was called to order at 5:30 PM.

1. ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE

COUNCIL PRESENT: Mayor JB Schluter, Councilman Tim Burr, Councilwoman Amy Tavai, and Councilwoman Brittany Simpson

COUNCIL ABSENT: Mayor Pro Tem Randy Hebert

2. APPROVAL OF MINUTES

A. June 1, 2026, Regular Meeting Minutes

Councilman Tim Burr made a motion to approve the June 1, 2026, Regular Meeting Minutes. Councilwoman Amy Tavai seconded the motion. The vote for approval was 4 - 0 unanimous with Mayor Pro Tem Randy Hebert absent.

3. PRESENTATIONS & PROCLAMATIONS

A. Recognition of New Police Captain Ricky Turner

The Mayor administered the ceremonial oath of office for the newly appointed Police Captain, Ricky Turner.

B. Recognition and Commendation of the Following Individuals for Lifesaving Efforts:

The Police Chief introduced the police officers who were being recognized for their lifesaving actions.

- Police Officer Brandon Duale
- Police Officer Joshua Erlemann

The Fire Chief introduced the firefighters who were being recognized for their lifesaving actions.

- Fire Assistant Chief Pat Grace
- Firefighter Daniel Gatica
- Firefighter Hannah Luttrell
- Firefighter Hong Long
- Firefighter Jeff Spooneybarger

- Firefighter Kevin Morales
- Firefighter/EMT Caleb Carmichael

The Mayor presented each member with a proclamation recognizing their individual contributions and actions in saving a life.

SUSPEND THE CITY COUNCIL MEETING TO CONVENE AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

The Mayor suspended the City Council meeting at 5:43 p.m. to convene as the Community Redevelopment Agency Board.

The Mayor reconvened the City Council meeting at 5:44 p.m.

4. CONSENT AGENDA ITEMS

A. Approval of Special Event Application by Coastline Calvary Chapel for Annual Fall Festival on November 7, 2026

Reference: Police Chief memo dated June 8, 2026

Recommendation: That the City Council approve the Special Event Application by Coastline Calvary Chapel for their annual Fall Festival on Sunday, November 7, 2026.

B. Approval of the Award of Invitation to Bid for Chemical Lawn Treatment to Lawn Masters in the Annual Amount of $40,144.35

Reference: Director of Community Services memo dated June 8, 2026

Recommendation: That the City Council meet on Monday, June 15th, and award the Invitation to Bid (ITB) for Chemical Lawn Treatment to Lawn Masters for a total annual contract amount of $40,144.35. The contract includes $20,862.75 for Parks and Recreation, $3,097.70 for General Government areas, and $16,183.90 for Community Redevelopment Agency (CRA) areas, and authorize the Mayor to execute the Agreement and related documents.

C. Authorization to Change the Procurement Method for Community Center Emergency Power Connection Improvements

Reference: Parks & Recreation Director memo dated June 9, 2026

Recommendation: That the City Council approve changing the previously approved Request for Proposals (RFP) procurement method to a Request for Qualifications (RFQ) process in accordance with the Competitive Consultants Negotiation Act (CCNA) for the Community Center Emergency Power Connection Improvements.

D. Approval of a Temporary Sewer Easement between Rosemary Sound BPG, LLC and the City of Gulf Breeze

Reference: Director of Public Works memo dated June 10, 2026

Recommendation: That the City Council approve the Temporary Sewer Easement by and

between Rosemary Sound BPG, LLC and the City of Gulf Breeze for the Rosemary Sound Phase II development property, and authorize the Mayor to sign the agreement.

Councilwoman Brittany Simpson made a motion to approve Consent Agenda Items A through D as presented. Councilman Tim Burr seconded the motion. The vote for approval was 4 - 0 unanimous with Mayor Pro Tem Randy Hebert absent.

5. ACTION ITEMS

A. Approve the Termination of Contract with Empire Builders Group and Award of Woodland Park Boating and Fishing Access Upgrades Project Contract to Loftis Marine, LLC for $1,154,840.00

Reference: Parks & Recreation Director memo dated June 9, 2026

Recommendation: That the City Council authorize the City Manager to execute a Mutual Termination Agreement with Empire Builders Group, Inc. for the Woodland Park Boating and Fishing Access Upgrades Project; award the project to Loftis Marine, LLC, as the next lowest responsive and responsible bidder, in the amount of $1,154,840.00; and authorize the Mayor to execute the construction contract.

The Parks & Recreation Director presented this item and answered questions.

Councilwoman Amy Tavai made a motion to authorize the City Manager to execute a Mutual Termination Agreement with Empire Builders Group, Inc. for the Woodland Park Boating and Fishing Access Upgrades Project; award the project to Loftis Marine, LLC, as the next lowest responsive and responsible bidder, in the amount of $1,154,840.00; and authorize the Mayor to execute the construction contract. Councilwoman Brittany Simpson seconded the motion. The vote for approval was 4 - 0 unanimous with Mayor Pro Tem Randy Hebert absent.

B. Approval of the Award of Request for Proposals (RFP) for the Community Center Front Entrance Repair and Recladding Project to EcoGardens in the Amount of $175,000

Reference: Parks & Recreation Director memo dated June 9, 2026

Recommendation: That the City Council approve the award of Request for Proposals (RFP) for the Community Center Front Entrance Repair and Recladding Project to EcoGardens Landscaping, Inc. in the amount of $175,000, utilizing the GTO Aluminum Architectural Cladding System, and authorize the City Manager and City Attorney to negotiate final contract terms and conditions.

The Parks & Recreation Director presented this item and answered questions.

Nick Wilson of EcoGardens answered questions about the warranty standards for the GTO Aluminum Cladding System.

Councilwoman Simpson requested that the Council receive a copy of the color choices.

Councilwoman Amy Tavai made a motion to approve the award of Request for Proposals (RFP) for the Community Center Front Entrance Repair and Recladding Project to EcoGardens Landscaping, Inc. in the amount of $175,000, utilizing the GTO Aluminum

Architectural Cladding System, and authorize the City Manager and City Attorney to negotiate final contract terms and conditions. Councilwoman Brittany Simpson seconded the motion. The vote for approval was 4 - 0 unanimous with Mayor Pro Tem Randy Hebert absent.

6. DISCUSSION ITEMS

None.

7. NEW BUSINESS

None.

8. PUBLIC FORUM

The following citizen(s) spoke during the public forum:

- Ed Gray, 1 Gray Oak Lane
- Jim Cox, 550 Fairpoint Drive

9. COUNCIL COMMENTS

- The Mayor shared that he received several compliments from attendees on how well the city looks during the Gulf Breeze High School 50th Class Reunion.
- Councilwoman Simpson complimented staff on the landscaping within the highway medians.
- Councilman Burr noted a noticeable improvement in e-bike usage and rider behavior along the multi-use pathway.

10. ADJOURNMENT

The Mayor adjourned the meeting at 6:00 p.m.

_____

JB Schluter, Mayor

_____

Leslie A. Guyer, MMC, City Clerk

COMMUNITY SERVICES DEPARTMENT

CITY OF GULF BREEZE

Memorandum

To: Samantha D. Abell, City Manager

From: C. Shane Carmichael, Director of Community Services

Date: June 26, 2026

Subject: Ordinance No. 02-2026 – Amending the City's Land Development Code by Creating Section 25-7, Establishing an Administrative Process for Qualifying Single-family Residential Lot Splits

REQUEST:
That the City Council approve Ordinance No. 02-2026 on first reading, amending the Land Development Code (LDC) by creating Section 25-7 to establish an administrative process for qualifying single-family residential lot splits without requiring a formal subdivision plat, and schedule the second reading and public hearing for Monday, August 3, 2026.

BACKGROUND:
At its May 18, 2026, meeting, the City Council directed staff to work with the City Attorney to prepare an ordinance establishing an administrative process for qualifying single-family residential lot splits without requiring a formal subdivision plat.

That direction followed staff's presentation regarding the challenges associated with requiring the subdivision platting process for the division of a single residential lot into two parcels, particularly in situations where no public infrastructure is being created and the resulting lots otherwise comply with all applicable zoning and development standards.

Consistent with the Council's direction, staff worked with the City Attorney to prepare the attached ordinance for the Council's consideration.

Additionally, the Florida Legislature recently amended state law to clarify that subdivision plats are ministerial in nature and, when they meet all applicable legal requirements, must be approved administratively rather than through a discretionary process. The proposed Administrative Lot Split process is consistent with that legislative direction by providing an administrative review for qualifying lot splits while eliminating the need for a formal subdivision plat when no public infrastructure is required.

DISCUSSION:
The proposed ordinance creates a new Section 25-7 of the LDC establishing an administrative review process for qualifying lot splits within the R-1-A and R-1-AA zoning districts.

Under the proposed ordinance, an Administrative Lot Split may be approved only when specific criteria are satisfied, including:

- The parent parcel is divided into no more than two lots.
- Each resulting lot complies with all applicable zoning, dimensional, and density requirements.
- No new public infrastructure is required.
- Each resulting lot has legal frontage and access to a public or private right-of-way.
- Adequate public facilities are available to serve each lot.
- The division remains consistent with the Comprehensive Plan and the LDC.
- Existing easements, utilities, and access arrangements remain functional following the division of the property.
- The lot split does not create or increase any nonconformity or circumvent subdivision regulations.

The ordinance also establishes application requirements, recording procedures, and clarifies that approval of an Administrative Lot Split does not authorize future development or eliminate the need to obtain any required permits.

The proposed amendment maintains appropriate development standards while eliminating an unnecessary and often burdensome platting process for qualifying single-family residential lot splits. Similar administrative lot split procedures have been adopted by numerous Florida jurisdictions and are consistent with the definition of a subdivision under Chapter 177, Florida Statutes.

By streamlining the review process, the ordinance reduces unnecessary costs and delays for property owners while providing additional opportunities for appropriate infill residential development within existing neighborhoods served by public infrastructure.

RECOMMENDATION:
That the City Council approve Ordinance No. 02-2026 on first reading, amending the Land Development Code (LDC) by creating Section 25-7 to establish an administrative process for

qualifying single-family residential lot splits without requiring a formal subdivision plat, and schedule the second reading and public hearing for Monday, August 3, 2026.

ATTACHED:
Ordinance No. 02-2026 Adding Sec. 25-7 to the LDC Establishing an administrative process for qualifying single-family residential lot splits (V2)
Business Impact Statement Ordinance. No. 02-2026

ORDINANCE NO. 02-2026

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING CHAPTER 25, ARTICLE II, TO ADD A NEW SECTION 25-7 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND REPLATS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTINS OR PORTIONS THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATIN AND CORRECTIONS OF SCRIVENOR'S ERRORS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously adopted Ordinance No. 05-2025 to revise its Land Development Code to comply with new provisions enacted by the Florida Legislature mandating an administrative approval process for local government plat and replat approvals; and

WHEREAS, the City Council now desires to amend the Land Development Code to further streamline the process of subdividing lots by exempting certain lot splits of single-family residential property in the R-1-A and R-AA zoning districts from the subdivision plat approval process; and

WHEREAS, the City Council finds that allowing administrative approval of qualifying lot splits will encourage appropriate infill residential development on property already served by existing public infrastructure and services; and

WHEREAS, the City Council finds that facilitating the creation of additional buildable residential lots within existing neighborhoods may expand housing opportunities and contribute to addressing local housing needs while maintaining compliance with the City's Comprehensive Plan and Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF GULF BREEZE, FLORIDA:

SECTION 1 – RECITALS.

The foregoing recitals a hereby ratified and confirmed as true and correct and incorporated herein by this reference.

SECTION 2 – AMENDMENT OF ARTICLE II OF THE CITY LAND DEVELOPMENT CODE.

A. Words with <u>underlined</u> type shall constitute additions to the original text and ~~strike-through~~ shall constitute additions to the original text.

B. Article II of the City of Gulf Breeze Land Development Code is hereby amended to add the following new Section 25-27:

Sec. 25-7. – Administrative Lot Splits.

(a) Purpose.

The purpose of this section is to establish a procedure for the administrative division of single-family residential property located within the R-1-A and R-1-AA zoning districts into a limited number of lots without requiring subdivision plat approval, provided such division does not require the construction of public improvements and is consistent with the Comprehensive Plan and the Land Development Code.

(b) Administrative Lot Split Authorized.

The City Manager may approve an Administrative Lot Split when all of the following criteria are met:

(1) The parent parcel is divided into no more than two (2) lots.

(2) Each resulting lot complies with the minimum lot area, width, depth, frontage, density, and dimensional requirements of the applicable zoning district.

(3) The lot split does not create or increase any nonconformity.

(4) Each resulting lot has legal frontage on and access to an existing public or private right-of-way.

(5) No new public right-of-way, utility extensions, or other public infrastructure is required to serve the resulting lots.

(6) Adequate public facilities are available to serve each resulting lot.

(7) The proposed division is consistent with the Comprehensive Plan and all applicable provisions of this Code.

(8) Existing easements, drainage facilities, utilities, and access arrangements shall remain functional following the division of the property.

(9) The lot split does not circumvent subdivision requirements or constitute a phased subdivision intended to avoid platting requirements.

(c) Application Requirements.

Applications shall include:

(1) A completed application form.

(2) A boundary survey prepared, signed, and sealed by a Florida licensed surveyor and mapper depicting:

a. Existing property boundaries;

b. Proposed lot lines;

c. Existing structures;

d. Easements and rights-of-way; and

e. Utilities and drainage facilities.

(3) Separate legal descriptions for each proposed lot.

(4) Any additional information reasonably necessary to determine compliance with this section.

(d) Approval.

The City Manager shall approve, approve with conditions, or deny the application based upon compliance with the requirements of this section.

Approval of an Administrative Lot Split shall not constitute approval of development, construction, or any permit otherwise required by law.

(e) Recording.

Following approval, the applicant shall record the approved survey and legal descriptions in the Public Records of Santa Rosa County.

No development permit or building permit shall be issued for a newly created lot until all required documents have been recorded.

(f) Effect of Approval.

An approved Administrative Lot Split shall create separate legal lots of record for ownership, conveyance, and development purposes, subject to all applicable provisions of this Code.

SECTION 3 – SEVERABILITY

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

SECTION 4 – CONFLICT

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

SECTION 5 – CODIFICATION AND CORRECTION OF SCRIVENOR'S ERRORS

It is the intention of the City Council that the provisions of this Ordinance shall be codified and that sections of this Ordinance may be renumbered or re-lettered and the word ordinance may be changed to section, article, or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or re-lettered and typographical errors which do not affect the intent may be authorized by the City Manager or their designee without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective upon passing after the second reading by the City Council.

PASSED ONN THE FIRST READING ON THE __ DAY OF JULY, 2026.

ADVERTISED ON THE __ DAY OF _____, 2026.

PASSED ON THE SEOND READING ON THE __ DAY OF _____, 2026.

City of Gulf Breeze

By:_____
JB Schluter, Mayor

ATTESTED TO BY:

_____
Leslie Guyer, MMC, City Clerk

Business Impact Estimate
City of Gulf Breeze

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: ORDINANCE NO. 02-2026

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING CHAPTER 25, ARTICLE II, TO ADD A NEW SECTION 25-7 RELATING TO ADMINISTRATIVE REVIEW AND APPROVAL OF PLATS AND REPLATS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND RESOLUTINS OR PORTIONS THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATIN AND CORRECTIONS OF SCRIVENOR'S ERRORS; AND, PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Gulf Breeze is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Gulf Breeze is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Gulf Breeze hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance builds on revisions to the Land Development Code enacted in 2025 to provide for an administrative process for plats and replats in accordance with changes in State law. This ordinance further streamlines the platting process by exempting certain lot splits of single-family residential properties from the plat approval process.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no direct economic impacts from this ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are likely to be impacted.

4. Additional information the governing body deems useful (if any): **N/A**

Memorandum

To: Mayor and City Council

From: Samantha D. Abell, City Manager

Date: July 1, 2026

Subject: Resolution No. 16-2026 Approving, for Purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Langston Hughes Lake Como, LLC, and the Issuance of not to exceed $80,000,000 in Capital Trust Authority Revenue Bonds

REQUEST:
That the City Council adopt Resolution No. 16-2026 approving a Plan of Finance on behalf of Langston Hughes Lake Como, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the sole member of which is Langston Hughes Affordable Housing, Inc., a Georgia non-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and/or one or more related and/or affiliated entities, whose principal place of business is 2620 Middle Coray Circle, Marietta, Georgia 30066; and the issuance of not to exceed $80,000,000 in Capital Trust Authority Revenue Bonds.

DISCUSSION:
The Board of Directors (the "Board") of the Capital Trust Authority ("CTA") adopted a preliminary Resolution indicating its intent to authorize the financing or refinancing, including through reimbursement, (i) the acquisition, renovation, improvement, furnishing and equipping of an approximately 400-unit, two-story, garden-style multifamily community known as "The Park at Lake Como," consisting of approximately 28 residential buildings with a mix of one and two-bedroom units and accompanying amenities, facilities and structures, all situated on an approximately 25.18-acre tract located at 8301 Sandstone Lake Drive, Tampa, Florida 33615 in Hillsborough County, Florida (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (iv) the funding of operating reserves

and a capital expense fund, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The City has been advised by CTA that it desires to issue the Bonds in an aggregate principal amount of not exceeding $80,000,000 (the exact amount to be determined by the appropriate official of CTA, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of the Borrower to fund a financing program herein described (the "Plan of Finance"). The Facility will be owned by the Borrower, or an affiliate thereof, or another entity chosen by the Borrower. The Facility is expected to be managed by Blue Roc Premier Properties LLC, or an affiliate thereof or another entity chosen by the Borrower.

Resolution No. 16-2026, if adopted, approves the Plan of Finance. This action is necessary prior to consideration of the final Resolution by the CTA Board.

The TEFRA hearing is scheduled for July 6, 2026, at 9:00 a.m., which will take place prior to the final adoption of Resolution No. 16-2026.

RECOMMENDATION:
That the City Council adopt Resolution No. 16-2026 approving a Plan of Finance on behalf of Langston Hughes Lake Como, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the sole member of which is Langston Hughes Affordable Housing, Inc., a Georgia non-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and/or one or more related and/or affiliated entities, whose principal place of business is 2620 Middle Coray Circle, Marietta, Georgia 30066; and the Issuance of not to exceed $80,000,000 in Capital Trust Authority Revenue Bonds.

ATTACHED:
Resolution No. 16-2026 - Approving a Plan of Finance - CTA The Park at Lake Como

RESOLUTION NO. 16-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE IN ORDER TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE FACILITY (AS HEREINAFTER DEFINED) LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING $80,000,000 CAPITAL TRUST AUTHORITY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore duly adopted Resolution No. 14-2022, duly adopted by the City Council of Gulf Breeze on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022 (collectively, the "Gulf Breeze Enabling Resolution"), and entered into an Interlocal Agreement, dated as of June 6, 2022, between the City and the City of Quincy, Florida ("Quincy"), as amended and supplemented from time to time (the "Enabling Agreement"), approving the creation of the Capital Trust Authority (the "Authority");

WHEREAS, the Authority is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State, organized and validly existing under the provisions of Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; the Gulf Breeze Enabling Resolution; Ordinance Number 04-00, enacted by the City Council of the City on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of Quincy on May 24, 2022; the City Charter of the City; the City Charter of Quincy; the Enabling Agreement; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes; and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose;

WHEREAS, pursuant to the Act and in accordance with the provisions of the Gulf Breeze Enabling Resolution, the Authority did on May 28, 2026, take official action by adopting a resolution indicating its preliminary intent to authorize the financing, including through reimbursement, of the hereinafter described Project, and the issuance from time to time of its Revenue Bonds (the "Bonds") for a loan program for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, renovation, improvement, furnishing and equipping of a multifamily rental housing facility to be rented to persons or families of moderate,

middle or lesser income, as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (iv) the funding of operating reserves and a capital expense fund, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project");

WHEREAS, the City has been advised that the Authority desires to issue the Bonds in an aggregate principal amount of not exceeding $80,000,000 (the exact amount to be determined by the appropriate official of the Authority, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of Langston Hughes Lake Como, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the sole member of which is Langston Hughes Affordable Housing, Inc., a Georgia non-profit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and/or one or more related and/or affiliated entities, whose principal place of business is 2620 Middle Coray Circle, Marietta, Georgia 30066, to fund a financing program herein described (the "Plan of Finance");

WHEREAS, the proposed Facility will be appropriate to the needs and circumstances of the community in which it is located and will serve a public purpose by providing and preserving gainful employment, promoting commerce and economic development within the State and by providing for affordable housing for persons or families of moderate, middle or lesser income;

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing or refinancing of the Facility and to facilitate and encourage the planning and development of such Facility without regard to the boundaries between counties, municipalities, special districts and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable;

WHEREAS, Section 147(f) of the Code requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing;

WHEREAS, (i) notice of such public hearing (the "Notice") was given in the form required by the Code by publication at least seven (7) days prior to such public hearing in the *Gulf Breeze News* on June 25, 2026, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council on July 6, 2026;

WHEREAS, the City Manager or her designee, has conducted the public hearing on behalf of the City Council, has provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and to grant all approvals required or contemplated by Section 147(f) of the Code.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice published on June 25, 2026, in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager or her designee, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Authority's Plan of Finance which includes (i) the issuance by the Authority of not exceeding $80,000,000 aggregate principal amount of Revenue Bonds for all purposes of the Enabling Agreement, as may be amended and supplemented from time-to-time, and for all purposes of the Gulf Breeze Enabling Resolution and (ii) the issuance by the Authority of one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, in an amount not exceeding $80,000,000 for all purposes under Section 147(f) of the Code.

SECTION 3. AUTHORIZATION OF ALL OTHER NECESSARY ACTIONS.

The Mayor, or in his or her absence the Mayor's designee, is authorized and empowered to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Bonds and the application of the proceeds thereof, to the extent not inconsistent with the terms of this Resolution or other actions relating to the Bonds heretofore taken by the City.

SECTION 4. NO LIABILITY.

Nothing herein shall be deemed to authorize or create any liability on the part of the City in connection with the Bonds in any manner whatsoever. Neither the City nor any member of the City Council nor any officer, employee or agent of the City shall be personally liable to any

other person for any action taken by the City or by its officers, agents or employees or for any failure to take action under the Enabling Agreement, this Resolution, any trust agreement for the Bonds or other instruments or documents contemplated hereby, except that the City agrees to take, or to refrain from taking, any action if so required by an injunction or if required to comply with any final judgment for specific performance. No stipulation, covenant, agreement or obligation contained in the Enabling Agreement, any amendment thereof, this Resolution, any trust agreement for the Bonds or other instruments or documents contemplated hereby shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future council member, officer, employee or agent of the City, or of any trustee, officer, employee or agent of any successor of the City, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly or through the City or the Authority or any successor to the City or the Authority, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 6th day of July, 2026.

GULF BREEZE, FLORIDA
CITY COUNCIL

(SEAL)

By: _____
JB Schluter, Mayor

ATTEST:

By: _____
Leslie A. Guyer, MMC, City Clerk

SCHEDULE I

DESCRIPTION OF THE FACILITY

The Facility consists of an approximately 400-unit, two-story, garden-style multifamily community known as "The Park at Lake Como," consisting of approximately 28 residential buildings with a mix of one and two-bedroom units and accompanying amenities, facilities and structures, all situated on an approximately 25.18-acre tract located at 8301 Sandstone Lake Drive, Tampa, Florida 33615 in Hillsborough County, Florida.

EXHIBIT "A" TO REPORT OF HEARING OFFICER
LANGSTON HUGHES LAKE COMO, LLC

PROOF OF PUBLICATION

[Follows.]

Gulf Breeze News
YOUR COMMUNITY NEWSPAPER

Notice of Public Hearing
City of Gulf Breeze, Fl
Langston Hughes Lake Como, LLC

Legal #46702
GULF BREEZE NEWS
6/25/2026

NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the City of Gulf Breeze, Florida (the "City") will hold a public hearing at 9:00 a.m. on July 6, 2026, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida, 32561. The purpose of the public hearing is to consider a plan of finance for the purpose of, among other things, the issuance by the Capital Trust Authority (the "Issuer") of not exceeding $80,000,000 in aggregate principal amount of its Revenue Bonds, in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds (the "Bonds"). The proceeds of the Bonds will be loaned to Langston Hughes Lake Como, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), the sole member of which is Langston Hughes Affordable Housing, Inc., a Georgia non-profit corporation and an organization described in Section 501(c)(3) of the Code, and/or one or more related and/or affiliated entities, for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, renovation, improvement, furnishing and equipping of an approximately 400-unit, two-story, garden-style multifamily community known as "The Park at Lake Como," consisting of approximately 28 residential buildings with a mix of one and two-bedroom units and accompanying amenities, facilities and structures, all situated on an approximately 25.18-acre tract located at 8301 Sandstone Lake Drive, Tampa, Florida 33615 in Hillsborough County, Florida (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; (iv) the funding of operating reserves and a capital expense fund, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The plan of finance contemplates that the Issuer will issue, in respect to such Project, not exceeding $80,000,000 in aggregate principal amount of its Bonds, in one or more series of tax-exempt qualified 501(c)(3) bonds or taxable bonds, and loan the proceeds of the Bonds to the Borrower to provide funds for the Project. The Facility will be owned by the Borrower, or an affiliate thereof or another entity chosen by the Borrower. The Facility is expected to be managed by Blue Roc Premier Properties LLC, or an affiliate thereof or another entity chosen by the Borrower.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and none of the Issuer, the City, Hillsborough County, Florida (the "County"), or the State of Florida (the "State") will be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and the interest thereon shall never (i) pledge the taxing power of the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, (ii) constitute the debt or indebtedness of the Issuer, the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition, (iii) or pledge the full faith and credit of the Issuer, the City, the County, the State or any political subdivision, public agency or municipality thereof. The Issuer has no taxing power. Issuance of the Bonds is subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve the Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida, at 1070 Shoreline Drive, Gulf Breeze, Florida, 32561. Subsequent to the public hearing, the City Council of the City (the "Council") will consider whether to approve the Bonds as required by Section 147(f) of the Code.

Further information relating to this matter is available for inspection and copying during regular business hours at the office of the City Manager at the above address.

Comments made at the hearing are for the consideration of the Council and the City, and will not bind any legal action to be taken by the Council or the City in connection with its consideration and approval of the issuance of the Bonds.

Legal 46702 Gulf Breeze News 6-25-26

The Gulf Breeze News

Published Weekly
Established in 2001

STATE OF FLORIDA
County of Santa Rosa

Before the undersigned authority personally appeared, Laura Jones who is personally known to me and who on oath says that she is Office Manager of the Gulf Breeze News, a weekly newspaper published at Gulf Breeze in Santa Rosa County, Florida; that the attached copy of advertisement, being a:

Notice of Public Hearing
City of Gulf Breeze, Fl
Langston Hughes Lake Como, LLC

Received from Bryant Miller Olive and was published in said newspaper in the issue of:

6/25/2026

Affiant further says that the said Gulf Breeze News published in Gulf Breeze in said Santa Rosa County, Florida, and that said newspaper has heretofore been continuously published in said county each week and has been entered as second class mail matter at the post office in Gulf Breeze, in said Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that affiant has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Office Manager Laura Jones

Sworn to and subscribed before me this 25 Day of June, A.D. 2026

Name: Lisa C. Newell **Notary Public**

Notary Public State of Florida
Lisa Newell
My Commission HH 566909
Expires 10/22/2028

My Commission Expires: 10-22-2028

EXHIBIT "B" TO REPORT OF HEARING OFFICER
LANGSTON HUGHES LAKE COMO, LLC

MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK

Memorandum

To: Mayor and City Council

From: Samantha D. Abell, City Manager

Date: June 8, 2026

Subject: Resolution No. 17-2026 Approving, for purposes of the Tax Equity and Fiscal Responsibility Act (TEFRA), a Plan of Finance – Aura at Silver Lake, LLC, and the Issuance of not to exceed $110,000,000 in Capital Trust Authority Multifamily Housing Revenue Bonds

REQUEST:
That the City Council adopt Resolution No. 17-2026 approving a Plan of Finance on behalf of Aura at Silver Lake, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), whose principal place of business is 7520 SW 57 Avenue, Suite G, Miami, FL 33143; and the Issuance of not to exceed $110,000,000 in Capital Trust Authority Multifamily Housing Revenue Bonds.

DISCUSSION:
The Board of Directors (the "Board") of the Capital Trust Authority ("CTA") adopted a preliminary Resolution indicating its intent to authorize the financing or refinancing, including through reimbursement, (i) the acquisition, construction, installation and equipping of eight (8) three-story garden-style residential buildings containing a total of 256 apartment units, together with a free-standing clubhouse and certain site improvements, all to be located on 19.717 acres of land located at the southeast corner of County Road 44 and N. Silver Lake Drive, within the City of Leesburg, Lake County, Florida, including related facilities, fixtures, furnishings and equipment (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of working capital or other operating reserves, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The City has been advised by CTA that it desires to issue the Bonds in an aggregate principal amount of not exceeding $110,000,000 (the exact amount to be determined by the appropriate official of CTA, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of the Borrower to fund a financing program herein described (the "Plan of Finance"). The Facility will be owned by the Borrower, or an affiliate thereof or another entity chosen by the Borrower.

Resolution No. 17-2026, if adopted, approves the Plan of Finance. This action is necessary prior to consideration of the final Resolution by the CTA Board.

The TEFRA hearing is scheduled for July 6, 2026, at 9:10 a.m., which will take place prior to the final adoption of Resolution No. 17-2026.

RECOMMENDATION:
That the City Council adopt Resolution No. 17-2026 approving a Plan of Finance on behalf of Aura at Silver Lake, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), whose principal place of business is 7520 SW 57 Avenue, Suite G, Miami, FL 33143; and the Issuance of not to exceed $110,000,000 in Capital Trust Authority Multifamily Housing Revenue Bonds.

ATTACHED:
Resolution No. 17-2026 - Approving a Plan of Finance - CTA Aura at Silver Lake, LLC

RESOLUTION NO. 17-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE IN ORDER TO FINANCE OR REFINANCE, INCLUDING THROUGH REIMBURSEMENT, THE COSTS OF THE FACILITY (AS HEREINAFTER DEFINED) LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT EXCEEDING $110,000,000 CAPITAL TRUST AUTHORITY MULTIFAMILY HOUSING REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore duly adopted Resolution No. 14-2022, duly adopted by the City Council of Gulf Breeze on June 6, 2022, as amended by Resolution No. 46-22, duly adopted by the City Council of Gulf Breeze on November 21, 2022 (collectively, the "Gulf Breeze Enabling Resolution"), and entered into an Interlocal Agreement, dated as of June 6, 2022, between the City and the City of Quincy, Florida ("Quincy"), as amended and supplemented from time to time (the "Enabling Agreement"), approving the creation of the Capital Trust Authority (the "Authority");

WHEREAS, the Authority is a legal entity duly created and a public agency duly organized and validly existing under the laws of the State, organized and validly existing under the provisions of Section 163.01, Florida Statutes, Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes, and Chapter 159, Florida Statutes, each as amended; the Gulf Breeze Enabling Resolution; Ordinance Number 04-00, enacted by the City Council of the City on May 15, 2000, as amended and supplemented by Ordinance No. 05-01, and Ordinance No. 10-11, enacted by Gulf Breeze on May 7, 2001 and September 6, 2011, respectively; Resolution No. 1424-2022, duly adopted by the City Commission of Quincy on May 24, 2022; the City Charter of the City; the City Charter of Quincy; the Enabling Agreement; with powers as a "local agency" under Chapter 159, Part II, Florida Statutes; and together with all of the home rule powers granted by the Constitution and laws of the State and all other applicable provisions of law (collectively, the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose;

WHEREAS, pursuant to the Act and in accordance with the provisions of the Gulf Breeze Enabling Resolution, the Authority did on May 28, 2026, take official action by adopting a resolution indicating its preliminary intent to authorize the financing, including through reimbursement, of the hereinafter described Project, and the issuance from time to time of its Multifamily Housing Revenue Bonds (the "Bonds") for a loan program for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, installation and equipping of a multifamily rental housing facility to be rented to persons or families of low income,

as more fully described on Schedule I attached hereto, which by this reference thereto, is incorporated herein (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of working capital or other operating reserves, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project");

WHEREAS, the City has been advised that the Authority desires to issue the Bonds in an aggregate principal amount of not exceeding $110,000,000 (the exact amount to be determined by the appropriate official of the Authority, as being the amount required to fund the financing herein authorized), to finance the Project on behalf of Aura at Silver Lake, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), whose principal place of business is 7520 SW 57 Avenue, Suite G, Miami, FL 33143, to fund a financing program herein described (the "Plan of Finance");

WHEREAS, the proposed Facility will be appropriate to the needs and circumstances of the community in which it will be located and will serve a public purpose by providing and preserving gainful employment, promoting commerce and economic development within the State and by providing for affordable housing for persons or families of low income;

WHEREAS, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the financing or refinancing of the Facility and to facilitate and encourage the planning and development of such Facility without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing;

WHEREAS, (i) notice of such public hearing (the "Notice") was given in the form required by the Code by publication at least seven (7) days prior to such public hearing in the *Gulf Breeze News* on June 25, 2026, and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council on July 6, 2026;

WHEREAS, the City Manager or her designee, has conducted the public hearing on behalf of the City Council, has provided reasonable opportunity for all interested persons to express their views, both orally and in writing, and diligently and conscientiously considered all comments and concerns expressed by such individuals, if any; and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance and to grant all approvals required or contemplated by Section 147(f) of the Code.

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice published on June 25, 2026, in the *Gulf Breeze News*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager or her designee, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Authority's Plan of Finance which includes (i) the issuance by the Authority of not exceeding $110,000,000 aggregate principal amount of Multifamily Housing Revenue Bonds for all purposes of the Enabling Agreement, as may be amended and supplemented from time-to-time, and for all purposes of the Gulf Breeze Enabling Resolution and (ii) the issuance by the Authority of one or more series of tax-exempt bonds or taxable bonds, in an amount not exceeding $110,000,000 for all purposes under Section 147(f) of the Code.

SECTION 3. AUTHORIZATION OF ALL OTHER NECESSARY ACTIONS.

The Mayor, or in his or her absence the Mayor's designee, is authorized and empowered to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Bonds and the application of the proceeds thereof, to the extent not inconsistent with the terms of this Resolution or other actions relating to the Bonds heretofore taken by the City.

SECTION 4. NO LIABILITY.

Nothing herein shall be deemed to authorize or create any liability on the part of the City in connection with the Bonds in any manner whatsoever. Neither the City nor any member of the City Council nor any officer, employee or agent of the City shall be personally liable to any other person for any action taken by the City or by its officers, agents or employees or for any

failure to take action under the Enabling Agreement, this Resolution, any trust agreement for the Bonds or other instruments or documents contemplated hereby, except that the City agrees to take, or to refrain from taking, any action if so required by an injunction or if required to comply with any final judgment for specific performance. No stipulation, covenant, agreement or obligation contained in the Enabling Agreement, any amendment thereof, this Resolution, any trust agreement for the Bonds or other instruments or documents contemplated hereby shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future council member, officer, employee or agent of the City, or of any trustee, officer, employee or agent of any successor of the City, in any such person's individual capacity, and no such person, in his individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or on any such stipulation, covenant, agreement, or obligation, against any such person, in his individual capacity, either directly or through the City or the Authority or any successor to the City or the Authority, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such person, in his individual capacity, is hereby expressly waived and released.

SECTION 5. REPEALING CLAUSE.

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

[Remainder of Page Intentionally Left Blank]

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 6th day of July, 2026.

GULF BREEZE, FLORIDA
CITY COUNCIL

(SEAL)

By: _____
JB Schluter, Mayor

ATTEST:

By: _____
Leslie A. Guyer, MMC, City Clerk

SCHEDULE I

DESCRIPTION OF FACILITY

The Facility consists of eight (8) three-story garden-style residential buildings containing a total of 256 apartment units, together with a free-standing clubhouse and certain site improvements, all to be located on 19.717 acres of land located at the southeast corner of County Road 44 and N. Silver Lake Drive, within the City of Leesburg, Lake County, Florida, including related facilities, fixtures, furnishings and equipment.

EXHIBIT "A" TO REPORT OF HEARING OFFICER
AURA AT SILVER LAKE, LLC

PROOF OF PUBLICATION

[Follows.]

Gulf Breeze News
YOUR COMMUNITY NEWSPAPER

Notice of Public Hearing
City of Gulf Breeze, Fl
Aura at Silver Lake LLC

Legal #46703
GULF BREEZE NEWS
6/25/2026

The Gulf Breeze News

Published Weekly
Established in 2001

STATE OF FLORIDA
County of Santa Rosa

Before the undersigned authority personally appeared, Laura Jones who is personally known to me and who on oath says that she is Office Manager of the Gulf Breeze News, a weekly newspaper published at Gulf Breeze in Santa Rosa County, Florida; that the attached copy of advertisement, being a:

Notice of Public Hearing
City of Gulf Breeze, Fl
Aura at Silver Lake LLC

Received from Bryant Miller Olive and was published in said newspaper in the issue of:

6/25/2026

Affiant further says that the said Gulf Breeze News published in Gulf Breeze in said Santa Rosa County, Florida, and that said newspaper has heretofore been continuously published in said county each week and has been entered as second class mail matter at the post office in Gulf Breeze, in said Santa Rosa County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that affiant has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Office Manager Laura Jones

Sworn to and subscribed before me this 25 Day of June, A.D. 2026

Name: Lisa C. Newell **Notary Public**

My Commission Expires: [redacted], 2028

Notary Public State of Florida
Lisa Newell
My Commission HH 566909
Expires 10/22/2028

NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA

For the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the City of Gulf Breeze, Florida (the "City") will hold a public hearing at 9:10 a.m. on July 6, 2026, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida, 32561. The purpose of the public hearing is to consider a plan of finance for the purpose of, among other things, the issuance by the Capital Trust Authority (the "Issuer") of not exceeding $110,000,000 in aggregate principal amount of its Multifamily Housing Revenue Bonds, in one or more series of tax-exempt bonds or taxable bonds (the "Bonds"). The proceeds of the Bonds will be loaned to Aura at Silver Lake, LLC, a Florida limited liability company, and/or one or more related and/or affiliated entities (collectively, the "Borrower"), for the purpose of financing or refinancing, including through reimbursement, (i) the acquisition, construction, installation and equipping of eight (8) three-story garden-style residential buildings containing a total of 256 apartment units, together with a free-standing clubhouse and certain site improvements, all to be located on 19.717 acres of land located at the southeast corner of County Road 44 and N. Silver Lake Drive, within the City of Leesburg, Lake County, Florida, including related facilities, fixtures, furnishings and equipment (collectively, the "Facility"); (ii) the funding of a debt service reserve fund for the Bonds, if deemed necessary or desirable; (iii) the funding of working capital or other operating reserves, if deemed necessary or desirable; (iv) the funding of capitalized interest for the Bonds, if deemed necessary or desirable; and (v) the payment of certain costs of issuing the Bonds (collectively, the "Project").

The plan of finance contemplates that the Issuer will issue, in respect to such Project, not exceeding $110,000,000 in aggregate principal amount of its Bonds, in one or more series of tax-exempt bonds or taxable bonds, and loan the proceeds of the Bonds to the Borrower to provide funds for the Project. The Facility will be owned by the Borrower, or an affiliate thereof or another entity chosen by the Borrower.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and none of the Issuer, the City, Lake County, Florida (the "County"), or the State of Florida (the "State") will be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds and the interest thereon shall never (i) pledge the taxing power of the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory provision, (ii) constitute the debt or indebtedness of the Issuer, the City, the County, the State or any other political subdivision, public agency or municipality thereof within the meaning of any constitutional or statutory prohibition, (iii) or pledge the full faith and credit of the Issuer, the City, the County, the State or any political subdivision, public agency or municipality thereof. The Issuer has no taxing power. Issuance of the Bonds is subject to several conditions including satisfactory documentation and receipt of necessary approvals for the financing.

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve the Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida, at 1070 Shoreline Drive, Gulf Breeze, Florida, 32561. Subsequent to the public hearing, the City Council of the City (the "Council") will consider whether to approve the Bonds as required by Section 147(f) of the Code.

Further information relating to this matter is available for inspection and copying during regular business hours at the office of the City Manager at the above address.

Comments made at the hearing are for the consideration of the Council and the City, and will not bind any legal action to be taken by the Council or the City in connection with its consideration and approval of the issuance of the Bonds.

All persons are advised that, if they decide to appeal any decision made by the City with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS PUBLIC HEARING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE TELEPHONE OPERATOR OF CITY HALL, 1070 SHORELINE DRIVE, GULF BREEZE, FLORIDA 32561, (850) 934-5115, AT LEAST 48 HOURS IN ADVANCE OF THE MEETING, EXCLUDING SATURDAY AND SUNDAY.

Legal 46703 Gulf Breeze News 6-25-26

EXHIBIT "B" TO REPORT OF HEARING OFFICER
AURA AT SILVER LAKE, LLC

MINUTES OF COUNCIL MEETING INCLUDING
PUBLIC HEARING ON FILE WITH CITY CLERK

GULF BREEZE REGIONAL WATER SYSTEM

Division of Gulf Breeze Public Works Department

Memorandum

To: Samantha D. Abell, City Manager

From: Clifton Wells, Asst. Public Works Director

Thru: Jeff Huggins, Director of Public Works

Date: June 29, 2026

Subject: Authorization to Advertise Request for Proposals (RFP) – Directional Boring Services

REQUEST:
That the City Council authorize the advertisement of a Request for Proposals (RFP) for Directional Boring Services to support the City of Gulf Breeze Natural Gas Division and Gulf Breeze Regional Water System (GBRWS).

BACKGROUND:
The City utilizes directional boring services to install, replace, and repair underground utility infrastructure while minimizing surface disturbance to roadways, sidewalks, landscaping, and other existing improvements. These services are routinely needed for natural gas, water, sewer, and reclaimed water utility projects, including new service installations, capital improvement projects, emergency repairs, and maintenance activities.

The City's current boring contract expires in August 16, 2026. Establishing a new competitively procured contract prior to expiration will ensure uninterrupted access to qualified contractors capable of providing directional boring services on an as-needed basis for both the Natural Gas Division and GBRWS.

DISCUSSION:
The proposed contract will provide unit pricing for a variety of directional boring services, allowing the City to efficiently respond to planned utility work, customer service requests, emergency repairs, and infrastructure improvements without the need to procure individual projects each time services are required.

Maintaining an on-call boring contractor supports timely project delivery, minimizes service disruptions, and provides operational flexibility while ensuring compliance with the City's Purchasing Policy.

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

FINANCIAL IMPACT:
There is no immediate financial impact associated with authorization to advertise this solicitation. Individual work assignments will be issued on an as-needed basis and funded through approved operating or capital project budgets. Staff will return to City Council with a recommendation for contract award following completion of the competitive solicitation process.

RECOMMENDATION:
That the City Council authorize the advertisement of a Request for Proposals (RFP) for Directional Boring Services to support the City of Gulf Breeze Natural Gas Division and Gulf Breeze Regional Water System (GBRWS).

Memorandum

To: Samantha D. Abell, City Manager

From: Roger Jackson, Parks & Recreation Director

Date: June 30, 2026

Subject: Approve the Agreement with EcoGardens Landscaping, Inc. for the Community Center Front Entrance Repair and Recladding Project in the amount of $175,000

REQUEST:
That the City Council approve the agreement with EcoGardens Landscaping, Inc. in the amount of $175,000 for the Community Center Front Entrance Repair and Recladding Project, and authorize the Mayor to sign the Agreement.

BACKGROUND:
On June 15, 2026, the City Council approved the award of a Request for Proposals (RFP) to EcoGardens Landscaping, LLC, in the amount of $175,000 for the Community Center Front Entrance Repair and Recladding Project, utilizing the GTO Aluminum Architectural Cladding System for the façade replacement and repairs. The City Council also authorized the City Manager and City Attorney to negotiate the final contract terms and conditions.

The GTO Aluminum Architectural Cladding System provides enhanced durability, superior weather resistance, reduced maintenance requirements, and improved hurricane resilience compared to traditional stucco or acrylic-finish systems.

The general scope of the project includes:

- Removal and disposal of deteriorated façade materials.
- Installation of a new weather-resistant barrier and waterproofing system.
- Installation of the GTO Aluminum architectural cladding system.
- Replacement and repair of flashing, sealants, and transition materials as required.

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• Repair and preparation of applicable substrate surfaces.
• Temporary pedestrian protection and safety measures during construction.
• Final cleanup and restoration of all affected work areas.

DISCUSSION:
The attached agreement provides for a lump-sum contract amount of $175,000. The project includes the removal of deteriorated façade materials; installation of a weather-resistant barrier and waterproofing system; installation of the GTO Aluminum Architectural Cladding System; replacement of flashing and sealants as required; substrate repairs; temporary pedestrian protection; and final restoration of the work area. Work will commence upon issuance of a Notice to Proceed and must be substantially completed within 90 calendar days.

As part of contract negotiations, the agreement includes a modified payment schedule authorizing a 50 percent mobilization payment for the purchase of long-lead materials, fabrication, and mobilization activities. The agreement also clarifies that unforeseen conditions, such as hidden flashing deficiencies, mold remediation, water damage, structural repairs, interior repairs, permit fees, and metal framing replacement, are excluded from the contract scope unless authorized through a change order. The color Espresso was selected based on input received and the manufacturer's lead time.

FINANCIAL IMPACT:
The FY 2026 Community Center Building Improvements budget currently includes $150,000 for exterior paint and building repairs; this alternative finish will cost $25,000 more. A budget amendment of the TDT Fund may be necessary at the end of the year.

RECOMMENDATION:
That the City Council approve the agreement with EcoGardens Landscaping, Inc. in the amount of $175,000 for the Community Center Front Entrance Repair and Recladding Project, and authorize the Mayor to sign the Agreement.

ATTACHED:
Comm Ctr Front Entrance Agreement ex

COMMUNITY CENTER FRONT ENTRANCE REPAIR & REPAINTING
QUEST CDN# 10124742

CITY'S SHORT-FORM CONSTRUCTION AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2026 (the "**Effective Date**") by and between **the CITY OF GULF BREEZE** ("**City**"), a Florida municipal corporation, whose address is 1070 Shoreline Drive, Gulf Breeze, FL 32561, and ("**Contractor"**), **ECOGARDENS LANDSCAPING, INC. ("Contractor"),** a Limited Liability Company (LLC), whose address is 110 Joachim Drive, Gulf Breeze, FL 32561.

1. **The Work:** Contractor agrees to furnish all materials and perform all work as directed by City on projects on which Contractor is to perform work. Contractor agrees that all of its work performed shall be in full compliance with the requirements of this Agreement, as well as any applicable general conditions, supplementary general conditions, special conditions, plans and specifications, applicable laws, rules, regulations, codes, or other contract documents related to the work or any property on which work is performed by Contractor under this Agreement. All work performed by Contractor for City after the effective date of this Agreement shall be considered work performed by Contractor pursuant to the terms and conditions of this Agreement. Contractor's Scope of Work (the "Work") is set forth in the competitive solicitation package and Contractor's response thereto that resulted in this Agreement, which package, along with Contractor's response and all required Contractor submissions, is attached hereto as **Exhibit A** and incorporated herein by reference.

The Work to be performed under this Agreement shall consist of the base proposed approach as accepted by the City, together with any required alternative approach or optional services expressly authorized in writing by the City. The City reserves the right, at its sole discretion, to select the base proposed approach, any proposed alternative approach, or any combination thereof as part of the Work. No alternative approach or optional service shall be performed unless specifically authorized by a written change order or included in the Contract Price.

2. **Time of Commencement and Completion:** The work to be performed pursuant to this agreement shall commence upon receipt of a Notice to Proceed and shall be completed within **90 Days** calendar days ("Completion Date"). The Notice to Proceed will not be issued until the Contractor's submission to the City of all required documents, including but not limited to, Payment Bond and Performance Bond (see attached), and required Insurance Certificate(s), and after execution of the Contract by both parties. City shall be entitled to assess, as liquidated damages, but not as a penalty, $250.00 for each calendar day following the Completion Date until the work is completed. The contractor may request a time extension for the completion of the work due to conditions beyond the contractor's control.

3. **Compensation**: Contractor shall be compensated based on the pricing submitted in Contractor's Cost Proposal (Form N), as accepted by the City. The initial Contract Price is One Hundred Seventy Five Thousand Dollars ($175,000), representing the City's accepted base proposed approach, unless otherwise specified in this Agreement, the Notice to Proceed, or an approved change order. The City may, at its sole discretion, authorize the use of any required alternative approach or optional/additional service identified in the Contractor's proposal. Any such authorization shall be made in writing and may be incorporated into the Work through a change order or other written amendment. No payment shall be made for any required alternative approach or optional/additional service unless expressly authorized in writing by the City.

a. Payment Terms: Notwithstanding any other provision of this Agreement, fifty percent (50%) of the Contract Price ($87,500) shall be payable upon execution of the Agreement and issuance of the Notice to Proceed. The remaining fifty percent (50%) shall be payable upon substantial completion of the Work and receipt of an acceptable invoice, subject to the City's verification that the Work has been completed in accordance with the Agreement.

4. Workmanship, Code Compliance, Job Site Cleanliness: Contractor shall perform all work in a workman-like manner according to the highest standards of the trade and in accordance with the above-referenced contract documents federal, state, and local laws, industry standards, best management practices, and all applicable codes, including, but not limited to the applicable Florida Building Codes, FHA/VA Building Code requirements, and local

codes or rules established by the local government jurisdictions within which the work is undertaken. It is the Contractor's responsibility to be informed of and comply with all code requirements applicable to its trade, including but not limited to all OSHA Regulations and applicable job site and/or industry safety regulations or standards. If Contractor knows or should know that the scope of work is contrary to any such laws, codes, regulations, or ordinances, and, without such notice, Contractor performs such work, Contractor shall assume full responsibility therefore and shall bear all costs attributable thereto. Contractor will at all times keep the job clean and clear of all debris and rubbish resulting from its operations, and on the completion of its Work will promptly remove all tools, equipment, and excess material and rubbish caused by personnel. If the Contractor fails to do so, the Contractor may elect to clean up the premises, and the pro-rata costs shall be charged to the Contractor. Contractor will protect all materials and Work from hazards and be fully responsible for their condition until accepted by the City, and also shall be responsible for any damage caused by it to the Work or property of others, including but not limited to the property of the City. The Work shall include prompt and continuous cleaning and maintenance as made necessary by the execution of this Work. Additionally, the City may require the Contractor to provide manpower for a cleanup crew on a daily, weekly, or other basis, as directed by the City.

5. **No Agency Relationship:** Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture, or any other relationship between City and Contractor, other than that of independent contractors contracting for the provision and acceptance of services. Each party will be responsible for hiring, supervising, and compensating its own employees and for providing benefits to and withholding taxes for such employees.

6. **Non-Assignable:** This is an Agreement concerning professional and specialized services. It is not and shall not be assignable or delegable by Contractor in any manner, or by operation of law, without the prior written consent of City, which consent may be withheld by City in its sole discretion, whether reasonable or unreasonable. Likewise, it is not and shall not be assignable or delegable by the City in any manner, or by operation of law, without the prior written consent of the Contractor, which consent may be withheld by the Contractor in their sole discretion, whether reasonable or unreasonable.

7. **Protection of the Work, Property, and Persons:** Contractor shall take all steps adequately necessary to protect its Work, adjacent property, and the public, and shall be responsible for any damage or injury due to Contractor's failure to do so.

8. **Inspection of the Work:** Contractor shall at all times permit and facilitate inspection of its Work by the City, or any architect or engineer involved in the project.

9. **Changes in the Work**: City reserves the right to make changes in the Work to be performed and materials to be furnished under this Agreement at any time by written order. Contractor shall promptly perform its Work in accordance with all changes. Changes shall not be valid unless a fully executed change order authorizing the change is furnished for said Work. Any increase or decrease in the contract price resulting from any such change shall be agreed upon in writing. Changes in the Work may include, but are not limited to, the City's election to implement a required alternative approach or optional/additional service identified in the Contractor's proposal.

10. **Defective Work or Materials**: If any material or Work furnished by Contractor is determined by City, or by any applicable code examiner, to be defective and not in compliance with the requirements, City shall notify Contractor. Upon receipt of such notice, Contractor shall, at its own expense, replace and correct such defective material and/or work by making the same comply strictly with the requirements. If Contractor does not respond to such notice of defective work or material within two (2) days, or if said defect poses an emergency then City shall have the right to complete the work and collect the cost of same from the Contractor or set off all or part of the cost of same from any monies owed by City to Contractor under ***any*** agreement between City and Contractor. Contractor agrees that its obligation to correct and/or replace defective work or material applies not only to all Work performed by Contractor pursuant to this Agreement, but also any prior Work performed by Contractor for City prior to the effective date of this Agreement. The parties further agree that no payment under this Contract shall constitute

evidence of performance of this Agreement, either in whole or in part, and no payment shall be construed as an acceptance of defective Work or improper or defective materials.

11. General Insurance Requirements: Before starting any work or receiving any payment, the Contractor shall provide **Certificates of Insurance** showing the coverage required below. Certificates must include:

- The **Project Name**; and
- The statement: **"No modification or cancellation of insurance shall occur without thirty (30) days' prior written notice to the City."**

All liability coverage must include a **Waiver of Subrogation** in favor of the City and be **Primary & Non-Contributory** to any insurance carried by the City.

12. REQUIRED COVERAGES (ALL PROJECTS):

☒ **Workers' Compensation & Employers Liability:** Required per Chapter 440, Florida Statutes.
- Employers Liability: $500,000 / $500,000 / $500,000
- U.S. Longshore & Harbor Workers (USL&H) and/or Jones Act if work is over/adjacent to navigable waters
- Waiver of Subrogation in favor of the City

☒ **Commercial General Liability Insurance:** Contractor shall **maintain** Commercial General Liability insurance covering all operations by or on behalf of the Contractor. Minimum limits:
- **$1,000,000** each occurrence (combined single limit)
- **$1,000,000** personal and advertising injury
- **$2,000,000** products–completed operations aggregate
- **$2,000,000** general aggregate, **per project**

Policy Requirements:
- Contractual liability
- Products/Completed Operations
- Waiver of Subrogation in favor of the City
- Independent contractors
- The City named as Additional Insured
- Primary & Non-Contributory

☒ **Business Automobile Liability:** Minimum limit**: $1,000,000 combined single limit**
- Applies to owned, hired, and non-owned autos
- **Waiver of Subrogation in favor of the City**
- Additional Insured **when available**
- **Primary & Non-Contributory**

☒ **Certificates of Insurance:** Certificates of Insurance (COI) must be provided before work can commence and must reflect all required coverages and endorsements.

☒ **Insurance Requirements for Sub-Contractors:** Contractor shall ensure that all tiers of **subcontractors** procure and maintain insurance in the same forms and limits required of the Contractor, including all additional insured, Primary & Non-Contributory, and Waiver of Subrogation requirements. **The Contractor shall ensure that COIs for its subcontractors are provided to the City before they enter the jobsite.**

13. CONDITIONAL COVERAGES (CHECKED WHEN APPLICABLE):

☐ **Contractors' Pollution Liability (CPL):** Required for utility, sewer, stormwater, excavation, trenching, lift stations, fuel, chemicals, or contaminated material.
Minimum limits: **$1,000,000 per claim/$2,000,000 aggregate**
Must Include:

- Transportation of pollutants
- Sudden/gradual pollution releases
- City named Additional Insured
- Non-owned disposal sites
- Waiver of Subrogation
- 3-year tail or continuous coverage

☐ **Professional Liability (Errors & Omissions):** Required when any delegated engineering or design work is performed. Minimum limits:

- **$1,000,000 per claim/aggregate**
- Deductible not to exceed 10% of the limit
- Three-year tail or continuous coverage

☐ **Builders Risk/Installation Floater:** Required when materials or equipment are stored on-site, or when work involves structural, mechanical, electrical, plumbing, roofing, or lift station components. Requirements:

- 100% replacement cost, all-risk including wind/flood
- **City named Loss Payee and/or Additional Insured**
- Coverage through final acceptance

☐ **Marine Liability:** Required when work involves docks, piers, barges, or overwater operations. Minimum Limit: **$1,000,000 per occurrence**
Requirements:

- Protection & Indemnity (P&I)
- USL&H
- Jones Act
- Vessel Pollution Liability
- City named Additional Insured
- Waiver of Subrogation in favor of City

14. Deductibles: All deductibles and self-insured retentions are the Contractor's responsibility.

15. Insurance Carrier Requirements: Insurers must be authorized to do business in Florida and rated **B/Class V or better** by A.M. Best, unless otherwise approved by the City.

16. Bond Requirements: The Contractor shall furnish Performance and Payment Bonds, each in the amount of 100% of the Contract Price, in accordance with §255.05, Florida Statutes, when required.

16.1 Statutory Requirement: For construction projects $200,000 or greater, a payment and performance bond shall be required. For construction projects less than $200,000, the City may require such bonds at its discretion. For FTA- or federally funded procurements, bonds are required for contracts of $100,000 or greater.

16.2 Submission of bonds: A copy of the executed bonds shall be emailed to procurement@gulfbreezefl.gov prior to contract execution. Once the contract is fully executed, the contractor shall record the bonds in the Official Records of Santa Rosa County. A certified copy of the recorded bonds shall be submitted to the City within fourteen (14) days after contract execution and prior to issuance of the Notice to Proceed.

16.3 **Form of Bonds:** Bonds shall be executed on forms approved by the City. The City shall be named as the sole obligee unless otherwise approved by the City in writing.

16.4 **Warranty Period:** The performance bond shall guarantee correction of defective work discovered within one (1) year after final completion and acceptance of the Project, unless a longer warranty period is specified in the Contract Documents.

16.5 **Failure to Comply:** Failure of the Contractor to furnish and record the required bonds within ten (10) days after execution of the agreement, shall constitute a material breach of the Contract and shall entitle the City, at its option, to withhold the Notice to Proceed, suspend work, or terminate the Contract for cause, without prejudice to any other remedies available to the City.

17. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless City from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, and any liabilities, costs and expenses (including but not limited to investigative or repair costs, attorneys' fees and costs, and consultant's fees and costs), which arise or are in any way connected with the work performed, materials furnished, or services provided under this Agreement by Contractor or its agents, or any work performed by Contractor or its agents for City or its agents for Contractor prior to the effective date of this Agreement. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the indemnified parties, whether active or passive. Contractor shall not be obligated to indemnify or defend Contractor or City for claims found to be due to the sole negligence or willful misconduct of the City.

18. Dispute Resolution: Prior to the commencement of litigation between Contractor and City, the parties must attempt to resolve any dispute by mediation. The parties shall share the mediator's fee and costs equally.

19. Damages: Contractor shall be responsible and liable for all damages, costs, disbursements, and expenses, including attorneys' fees, incurred by the Contractor (a) as a result of Contractor's pursuing any extra, change, addition, claim, or dispute against any other party on behalf of the Contractor; or (b) as a result of the Contractor's breach or threatened breach of any provision of this Agreement; or (c) as a result of the Contractor having to defend or take part in any action or any proceeding which directly or indirectly relates to acts or omissions of the Contractor or its sub-Contractors or suppliers.

20. Attorneys' Fees: In any litigation between the parties arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. In the event that Arbitration is necessary, the parties hereby agree that the Panel may determine both the entitlement to and the amount of a reasonable fee. The fees and expenses of mediation may be taxed as costs in favor of the prevailing party.

21. Entire Agreement: This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Contractor or City, except to the extent incorporated in this Agreement. All terms, terms and conditions, general conditions, or similar contractual requirements set forth by Contractor in its proposal, bid, quote, or the like are specifically excluded and are not part of this Agreement.

22. Public Records: All Contractors providing services to the City shall comply with Florida's public records laws, Chapter 119, Florida Statutes, and satisfy the Contractor's duties thereunder as follows:

22.1 Keep and maintain public records required by the City and/or related to the performance of the service.

22.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

22.3 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City and/or related to performance of the service. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

22.4 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY OF GULF BREEZE, (850) 934-5115, CITYCLERKS@GULFBREEZEFL.GOV.

22.5 Failure of the Contractor to comply with requests for public records in accordance with the following procedures shall be deemed noncompliance:

22.6 A request to inspect or copy public records relating to a city contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request. The Contractor must then provide the records to the City or allow them to be inspected or copied within a reasonable time.

22.7 If a Contractor does not comply with the City's request for records, the City shall enforce these contract provisions in accordance with the contract.

22.8 A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

23. Prompt Payment Act: City will pay the Contractor in accordance with the provisions of the Florida Prompt Payment Act and related statutes (Sections 255.0705 - 255.078, 218.70 – 218.80, Florida Statutes, as the same may be amended from time to time). The Contractor shall submit an application for payment to the City's designated Project Manager in a form acceptable to the City, which may be submitted to rjackson@gulfbreezefl.gov or in hard copy to the City of Gulf Breeze, P.O. Box 640, Gulf Breeze, FL 32562-0640 electronically. The Contractor shall reduce the payment requested by 5% for the total work completed as of the date of the application, in accordance with F.S. §255.078, for retainage purposes. The retainage will be released by the City upon substantial completion of the work and included in the final application for payment.

24. Substantial Completion: When Contractor believes it has achieved Substantial Completion, Contractor shall request an inspection by the City, and shall provide the City with evidence supporting its assessment of Substantial Completion, including any specific documents or information requested by the City to assist in its evaluation thereof. Contractor shall, prior to said inspection, develop its preliminary Punch List for input and comment by the City. Once the preliminary Punch List is submitted to the City, the City and its representatives shall then schedule a walk-through of the Project with the Contractor. Within thirty (30) days of the walk-through, Contractor shall develop and provide City with the list of all remaining items of Work to be completed or corrected, including the cost for each item. The list shall incorporate items and comments identified or provided by the City and shall be considered certified for completeness and accuracy by the City ("Substantial Completion Punch List") as of the date the list was created; provided, however, failure to include any items on such Substantial Completion Punch List does not alter the

responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Contractor shall also include a request for payment with the list, to include payment for all retainage and all other work, less an amount equal to 150% of the outstanding items to be completed or corrected. Payment must be made within 20 business days of creation of the Substantial Completion Punch List unless a good faith dispute exists regarding completion of one or more tasks on the List. Within 5 days after the list is certified, the Contractor shall provide a schedule to complete all the items on the list, which must provide for completion of all items within 30 days of delivery of the Substantial Completion Punch List.

25. Termination: The City shall have the right to terminate the Agreement with cause, or for convenience without cause, upon seven (7) calendar days' written notice to Contractor. In the event of such termination without cause for convenience, Contractor's recovery against City shall be limited to (i) that portion of the Contract Amount earned through the date of termination; (ii) any retainage withheld up to the date of termination, and (iii) actual out-of-pocket costs arising directly and solely from termination of this Agreement not to exceed under any circumstance five percent (5%) of that portion of the Contract Amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against the City, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

25.1 The City shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

26. Notices: Any notices ("Notice") to be sent pursuant to this Agreement shall be to the following designated individuals:

FOR THE CITY:
Samantha D. Abell, City Manager
1070 Shoreline Drive
Gulf Breeze, FL 32561
850-934-5100
sabell@gulfbreezefl.gov

FOR THE CONTRACTOR:
Christa Wilson, President
110 Joachim Drive
Gulf Breeze, FL 32561
850-565-8147
christatwilson@gmail.com

All Notices, requests, and other communications required or desired hereunder shall be in writing and shall be delivered by (i) personal delivery, (ii) "next business day" delivery by a nationally recognized overnight delivery service with evidence of delivery, or (iii) electronically, addressed to the individuals identified above.

27. **<u>Exhibit "A"</u>:** The following Exhibits are attached to and made a part of this Agreement:
    - Contractor's Scope of Work
    - Schedule of fees
    - City's Competitive Solicitation Package
    - Contractor's Response
    - Required Forms from Solicitation Package
    - Certificate of Insurance
    - Performance and Payment Bonds, if applicable

[Signatures on the next page]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by the signature of their duly authorized representative as of the day and year first above written.

[CONTRACTOR]

By: _____

Printed Name: Christa Wilson

It's: President

CITY OF GULF BREEZE

a Florida Municipal Corporation

By: _____
JB Schluter, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Leslie A. Guyer, MMC City Clerk

Legal in form and valid as drawn:

_____
Mary Jane Bass, City Attorney

Approved as to content:

_____
Samantha Abell, City Manager

SECTION III
SCOPE OF SERVICES

3.1 Purpose and Background: The City of Gulf Breeze is soliciting proposals from qualified firms for repairs and repainting of the Community Center front entrance. The purpose of this project is to improve the appearance, condition, and durability of the front entrance through appropriate repairs, surface preparation, and repainting. As part of this effort, the City is interested in evaluating lighter-color options and expects Proposers to provide recommendations appropriate for the facility, surrounding conditions, and long-term maintenance considerations. Proposers will be required to submit a detailed base proposed approach for accomplishing the work, along with at least one alternative approach that offers a materially different method, system, sequencing, or recommended solution for the City's consideration. The City intends to establish a contract through this solicitation for a complete and professional repair and painting project that results in a safe, attractive, and properly finished front entrance area.

3.2 Scope of Services: The City is seeking proposals from qualified firms for the repair and repainting of the Community Center front entrance. Proposers shall submit:

3.2.1 One base proposed approach for accomplishing the work; and

3.2.2 At least one required alternative approach that offers a materially different method, system, or sequencing,
or recommended solution for the City's consideration.

3.2.3 The Proposer's response shall describe its recommended approach to assessing existing conditions, performing necessary repairs, preparing surfaces, recommending appropriate lighter color options and coating systems, protecting adjacent areas, and delivering a completed project that is safe, durable, and visually appropriate for the facility. At a minimum, the proposal shall address the following:

3.2.3.1 Review the existing condition of the front entrance area, including visible surface deficiencies, damage, or repair needs that may affect the work.

3.2.3.2 Recommended repair approach for damaged, deteriorated, or deficient surfaces and components within the front entrance area.

3.2.3.3 Proposed surface preparation methods, including cleaning, sanding, patching, caulking, priming, and other preparation necessary to support a proper and durable finish.

3.2.3.4 Proposed paint system, coating products, and finishes suitable for the project.

3.2.3.5 Recommended lighter color options for City review and approval.

3.2.3.6 Approach for protecting adjacent surfaces, landscaping, walkways, fixtures, doors, windows, and other non-target areas during the work.

3.2.3.7 Cleanup procedures and methods for maintaining a safe and orderly work area throughout the project.

3.2.3.8 Anticipated project schedule, including the estimated duration of repairs, preparation, painting, and final completion.

3.2.3.9 Key assumptions, exclusions, constraints, and risks that may affect the performance of the work.

3.2.3.10 At least one required alternative approach, with separate narrative and pricing, as provided in sections 1.27.15 and 3.3.

3.3 Required Alternative Approaches and Optional/Additional Services: Each Proposer shall identify and separately describe at least one required alternative approach to the base proposed approach. Each alternative shall be priced separately and shall include a discussion of comparative advantages, disadvantages, and impacts on cost, schedule, durability, maintenance, and overall project outcome.

3.3.1 Optional/Additional Services: Proposers may also identify optional or additional services that are outside the base scope and outside the required alternative approach. Any such optional or additional services shall be clearly identified as optional, separately described, and separately priced. ***Optional/Additional Services may not be used in place of the required alternative approach.***

3.4 Performance Expectations: The selected Proposer shall ensure that the completed work is professional in appearance, uniform in finish, and suitable for the intended use of the facility. The City expects the project to be completed in a manner that minimizes disruption to Community Center operations and results in a safe, durable, and visually appropriate front entrance area.

3.5 Warranty: The Proposer shall identify any warranty offered for labor and materials associated with the project.

3.6 Completion: Final completion shall include completion of all repair and painting work, final cleanup of the work area, correction of any punch list items, and delivery of any warranty or product information requested by the City.

3.7 Site Visit: Proposers shall be responsible for becoming familiar with the site conditions, access limitations, and visible conditions that may affect the work prior to the City's mandatory pre-proposal meeting. **Site Visits may be scheduled by calling Roger Jackson, Parks and Recreation Director, 850.572.5842.**

3.8 Minimum Qualifications: To be considered for the award, the Proposer shall:

- **3.8.1** Possess all licenses, certifications, and registrations required to perform the services described in this solicitation.
- **3.8.2** Be able to obtain and maintain the insurance coverages required by this solicitation.
- **3.8.3** Demonstrate the experience, qualifications, and organizational capacity necessary to perform the services, and
- **3.8.4** Submit all required forms, certifications, and representations identified in this solicitation.
- **3.8.5** Comply with all applicable federal, state, and local laws, rules, regulations, codes, and professional standards.

3.9 Term/Schedule: The Proposer shall complete the work within the timeframes established in the solicitation and negotiated contract, subject to any approved modifications by the City.

END OF SECTION III

CITY OF GULF BREEZE 1961

FORM N
COST PROPOSAL FORM

Name of Firm: ECO Gardens Landscaping Inc.

The undersigned has read and understands the requirements of this Request for Proposals and agrees to provide the work in accordance with the RFP, including all attachments, Forms, and addenda, except where specific written exceptions have been identified by the Proposer.

The Proposer shall provide a total lump-sum price for completion of the base scope of work. If the Proposer wishes to identify any optional or additional recommended work, such items shall be separately described and separately priced below. Any optional or additional work shall not be performed unless expressly authorized by the City.

PRICING

SERVICE	COST
Base Proposed Approach / Lump-Sum Price	$ 145,000 Like product aka DRYvit Aggregate textured finish
Required Alternative Approach No. 1	$ 170,000 GTO Aluminum
Required Alternative Approach No. 2 (If proposed)	$ 45^00/sqft + Equipment - Repair Only
Optional/Additional Service No. 1 (if proposed)	$
Optional/Additional Service No. 2 (if proposed)	$

WARRANTY

The Proposer shall identify the warranty offered for labor and materials associated with this project:

Warranty Period: (1) YEAR LABOR Warranty See manufacturers' warranty for materials

ESTIMATED COMPLETION TIME

The Proposer shall identify the anticipated time required to complete the work after issuance of a Notice to Proceed:

Estimated Completion Time: 90 calendar days

PRICING NOTES / ASSUMPTIONS / EXCLUSIONS

The Proposer shall identify any pricing assumptions, exclusions, qualifications, or conditions applicable to the base proposed approach, required alternative approach(es), and any optional/additional services.

See FORM I.

CHRISTA WILSON — *Printed Legal Name of Respondent & Title*

Christa Wilson — *Signature of Authorized Officer or Legal Representative*

5/20/26 — *Date*

POLICE DEPARTMENT
CITY OF GULF BREEZE

Memorandum

To: Samantha Abell, City Manager

From: Rick Hawthorne, Police Chief

Date: June 1, 2026

Subject: Approval of a Five-Year Agreement with NovoaGlobal, Inc. for Red-Light Camera and School Zone Camera Enforcement Services

REQUEST:
That the City Council approve a five-year Agreement between the City of Gulf Breeze and its current vendor, NovoaGlobal, Inc., for Red-Light Camera and School Zone Camera Infraction Detector enforcement services, and authorize the Mayor to execute the Agreement. The Agreement has been approved by the City Attorney for legal sufficiency.

BACKGROUND:
The City entered into an Agreement with Sensys America to provide Traffic Infraction Detectors at certain locations within the City of Gulf Breeze on October 18, 2010. The Original Agreement was amended by the First Amendment on December 1, 2017, to provide for equipment upgrades and to extend and renew its terms. The amended Agreement extends the original agreement until December 1, 2028. The vendor changed its name from Sensys America to NovoaGlobal Inc. after the original contract was amended.

All red-light camera violations are evaluated by Gulf Breeze Police Officers prior to issuance of a citation. All processing of red-light camera violations is handled by Police Department staff.

The annual revenue from the Red-Light Camera Fund is restricted to public safety equipment, ensuring local residents are not unfairly paying the cost of emergency responses on Highway 98. This arterial has an average daily traffic count of 55,000 vehicles. The cost of the red-light camera system has been funded by the program since its inception.

DISCUSSION:
On January 20, 2026, the city adopted an ordinance pursuant to Sections 316.003, 316.008, and 316.0776, Florida Statutes, to provide for the use and implementation of school zone speed limit detection systems.

The city would like to enter into an Agreement with Novoaglobal Inc, to supersede and replace the Original Agreement, as amended, and provide for traffic infraction detection and school zone speed limit detection using equipment, software, and systems currently provided under the Original Agreement, as amended, and additional equipment, software, and systems as required.

NovoaGlobal has the knowledge, possession, and ownership of certain equipment, licenses, and processes identified in this Agreement, including all exhibits to this Agreement, collectively referred to as the NG Safety System. NovoaGlobal Inc will install, maintain, and assist the city in the administration and operation of the Systems.

Per section 5.6 (b) of the Purchasing Policies & Procedure Manual: *Standardization Procurement:Standardization is the process of examining characteristics and needs for items of similar end usage and developing a single specification that will satisfy the need for most or all purchases for that purpose. Proprietary purchases (usually components) maintain a degree of continuity to the original or existing decor, equipment, or programs. Where standardization is determined to be desirable by a Department Director and is approved by the Administrative Services Director and the City Manager, the purchase of materials, supplies, equipment and/or certain contractual services may be made by negotiation. Compatibility to existing equipment will be an acceptable justification for waiver of competitive bidding procedures provided the item meets the other criteria within the definition of sole source item (i.e., available from only one source and only item that will produce the desired results).*

Novoaglobal is the current vendor for red-light camera enforcement, and staff and officers are familiar with its equipment and programs. City staff and Officers will continue to handle and process all red-light camera violations.

RECOMMENDATION:
That the City Council approve a five-year Agreement between the City of Gulf Breeze and its current vendor, NovoaGlobal, Inc., for Red-Light Camera and School Zone Camera Infraction Detector enforcement services, and authorize the Mayor to execute the Agreement.

ATTACHED:
NovaGlobal Agreement

SERVICES AGREEMENT
BETWEEN THE CITY OF GULF BREEZE, FLORIDA
AND NOVOAGLOBAL, INC. FOR
TRAFFIC INFRACTION DETECTION & ENFORCEMENT PROGRAM

This **AGREEMENT** (the "**Agreement**") made this ____ day of June, 2026, by and between NovoaGlobal, Inc., a Delaware corporation having a place of business at 8018 Sunport Drive, Suite 203, Orlando, Florida 32809 ("**NG**"), and the City of Gulf Breeze, a municipal corporation of the State of Florida, having an address at 1070 Shoreline Drive, Gulf Breeze, Florida 32562 (the "**Customer**" and together with NG, the "**Parties**" and each singularly a "**Party**").

WITNESSETH:

WHEREAS, Customer entered into an Agreement dated October 18, 2010 (the "Original Agreement"), with Sensys America, Inc., now NG, to provide Traffic Infraction Detectors at certain locations within Customer's jurisdiction;

WHEREAS, the Original Agreement was amended by the First Amendment to Agreement dated December 1, 2017 to provide for equipment upgrades, and to extend and renew the terms of the Original Agreement;

WHEREAS, under Section 2.1 of the Original Agreement, as amended, the current term of the Original Agreement, as amended, extends until December 1, 2028;

WHEREAS, on January 20, 2026, Customer adopted an ordinance pursuant to Sections 316.003, 316.008, and 316.0776, Florida Statutes, to provide for the use and implementation of school zone speed limit detection systems;

WHEREAS, Customer desires to enter into this Agreement with NG to supersede and replace the Original Agreement, as amended, and provide for traffic infraction detection and school zone speed limit detection using equipment, software, and systems currently provided under the Original Agreement, as amended, and additional equipment, software, and systems as required;

WHEREAS, NG has the knowledge, possession, and ownership of certain equipment, licenses and processes, identified in this Agreement, including all exhibits to this Agreement, referred to collectively as the NG Safety System (the "**System(s)**");

WHEREAS, the Customer desires to use the Systems to monitor and enforce speed violations, red light violations and other violations in accordance with applicable laws and ordinances;

WHEREAS, the Parties desire to enter into this Agreement, whereby NG will (i) install, maintain, and assist the Customer in the administration and operation of the Systems, as described in more detail in ***Exhibit A*** to this Agreement at the specified intersections located within the Customer's jurisdiction as set forth in the Implementation Plan referenced in Exhibit A, and provide to the Customer the services (the "**Services**"), all as more fully described on ***Exhibit A***, and (ii) in connection with the Services, license certain software and lease certain equipment to the Customer.

NOW, **THEREFORE**, in consideration of the mutual terms, covenants, and conditions contained herein, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **RECITALS AND EXHIBITS**. The foregoing recitals are true and correct and are hereby incorporated in *haec verba*. All exhibits attached to this Agreement contain additional terms of this Agreement and are hereby incorporated in *haec verba*.

2. **SERVICES**

2.1. NG agrees to use commercially reasonable efforts to install, maintain, and provide to the Customer for the Term: the Systems, the Equipment, and the Software all to be supplied and installed by NG in accordance with ***Exhibit A*** (including the provision of all construction drawings, permit applications and other documents required by applicable law for the installation, maintenance, and operation of the System(s)). In addition, if and to the extent set forth in ***Exhibits A, B, C,*** and ***D***, NG shall also supply to the Customer:

2.1.1. citation preparation processes that assist the Customer in complying with current applicable law;

2.1.2. training of personnel designated by the Customer involved with the operation of the Systems and/or the enforcement and disposition of citations;

2.1.3. expert witness testimony regarding the operation and functionality of the System; and

2.1.4. other support services for the Systems as set forth in ***Exhibit A***.

2.2. If and to the extent the Customer has or obtains during the Term, custody, possession or control over any of the Equipment or Software provided by NG as part of this Agreement, the Customer agrees:

2.2.1. such Software, if manufactured or licensed by NG, is supplied under the license set forth in ***Exhibit B*** (the "**License**") to which the Customer agrees, provided NG outlines to the Customer in advance the obligations to which the Customer is bound;

2.2.2. such Software, if manufactured by third parties, is supplied under third-party licenses accompanying the Software, which licenses the Customer acknowledges receiving and to which it hereby agrees provided NG outlines to the Customer in advance the obligations to which the Customer is bound; and

2.2.3. such Equipment is supplied under the lease terms set forth in ***Exhibit C*** (the "**Lease**") to which the Customer hereby agrees.

2.3. The Customer understands and agrees that (i) NG may, subject to the prior written approval of the Customer, which approval shall not be unreasonably delayed, conditioned or withheld, subcontract with third parties for the provision or installation of part or parts of the Systems or Services and (ii) installation of the

Systems requires the Customer's cooperation and compliance with NG's reasonable instructions (including but not limited to Customer's provision of the personnel, customer owned equipment, existing engineering plans, and other resources as described in ***Exhibit A*** or as otherwise reasonably requested by NG) and reasonable access by NG (or such third parties) to Customer premises and systems and the Customer agrees to provide all of the foregoing to NG.

2.4. The Customer understands and agrees that the Systems will be owned by NG (or its designees). The Customer shall use its best efforts to assist NG to identify any third-party who is responsible for damage to the Systems or any part thereof.

2.5. NG shall coordinate its work with the Customer's police, public works and engineering departments and, as necessary or required, with the Department of Transportation.

3. TERM

3.1. The effective date of this Agreement shall be the date first written above (the "**Effective Date**"). The initial term (the "**Initial Term**") of this Agreement, the License and the Lease shall begin upon the Effective Date, following full execution of the Agreement by the Parties, and shall continue until the end of the fifth (5th) anniversary after the last of the Systems is installed (the "**Installation Date**").

3.2. The terms of this Agreement shall be automatically extended for two (2) additional terms of five (5) years (each, a "**Renewal Term**") unless either Party, at least thirty (30) days before expiration of the five (5) year term of this Agreement then in effect, provides written notice to the other that said Party will not renew or extend this Agreement. All terms and conditions specified herein shall be the same except that the amounts due pursuant to Section 5 hereof shall be adjusted in accordance with the change in the Consumer Price Index – All Urban Consumers – U.S. City Average ("**CPI**") by multiplying said amounts by the percentage change in the CPI from the beginning of the immediately preceding term to the end of the immediately preceding Term. (Each Renewal Term, if any, together with the Initial Term, the "**Term**").

4. TERMINATION AND EXPIRATION

4.1. This Agreement may be terminated by mutual written consent of the Parties.

4.2. This Agreement may be terminated for cause, by either Party if the other Party fails in any material way to perform its obligations under the Agreement or otherwise defaults in the performance of any obligation under this Agreement and such failure or default continues for more than forty-five (45) days after written notice thereof to the defaulting Party.

4.3. NG may terminate this Agreement, without liability, on thirty (30) days advance written notice if NG concludes in its reasonable discretion that (i) potential or actual liability of NG to third parties (other than persons claiming to own Intellectual Property required for the operation of the System) arising out of or in connection

with the System makes the program impractical, uneconomical or impossible to continue.

4.4. The Customer may terminate this Agreement on thirty (30) days advance written notice if the Customer concludes in its reasonable discretion that (i) potential or actual liability of the Customer to third parties arising out of or in connection with the System(s) makes the program impractical, uneconomical or impossible to continue; (ii) the System(s) cannot be installed or does not function as provided for in this Agreement; and/or (iii) Florida law or other law prohibit the use of the equipment for any reason or otherwise expose the City to an unacceptable level of liability.

4.5. Upon termination or expiration of this Agreement, either for default or because it has reached the end of its term, the Parties recognize that the Customer will have to process violations in the "pipeline," and that NG accordingly must assist the Customer to process such. Accordingly, the Parties shall take the following actions during the wind-down period, and shall have the following obligations, which obligations shall survive termination or expiration of the Agreement:

4.5.1. The Customer shall cease using the Software and Equipment provided by NG in its possession, custody or control and shall (a) allow NG a reasonable opportunity to remove such Equipment not to exceed sixty (60) days and (b) (i) deliver to NG or irretrievably destroy, or cause to be so delivered or destroyed, any and all copies of such Software in whatever form and any written or other materials relating to such Software in the Customer's possession, custody or control and within thirty (30) days deliver to NG a certification thereof or (ii) allow NG reasonable access to the System(s) on which such Software is loaded and permission to NG to remove such Software and documentation.

4.5.2. Unless directed by the Customer not to do so, NG shall continue to process all images taken by the Customer before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to Fees specified in the Agreement as if the Agreement were still in effect.

4.5.3. Notwithstanding anything to the contrary contained herein, or in the License or the Lease, but except as provided in Section 21, the License and the Lease shall terminate upon the termination or expiration of this Agreement.

5. FEES AND PAYMENT

The Customer agrees to pay NG a monthly fee as follows (the "**Monthly Photo Enforcement Fees**"):

5.1. **Monthly Photo Enforcement Fees** (pro rated for any partial month) as described in ***Exhibit D*** (Compensation & Pricing) in arrears with respect to each approach to an intersection which approach has up to five (5) lanes at which a System has been installed. Such payment shall commence on the first business day of the month

following Commencement of Operations of each System and shall continue on the first business day of each month for the Term until this Agreement is sooner terminated or such payment is modified in accordance with Section 3.2. For purposes of this Agreement, "**Commencement of Operations**" shall mean the first full day that the System captures events for processing and issuance of notices of violation.

5.2. The Customer is a tax-exempt entity and is exempt from the payment of sales tax. The Customer shall provide a tax-exempt certification to NG. In the event that any tax, levy, excise, tariff, duty, stamp, fee, or other taxes of any kind or nature whatsoever is due relating to this Agreement, the sale, use, possession or lease of the Equipment, the provision of the Services, or on the transactions contemplated by this Agreement, the Customer will be responsible for the payment of such taxes except as otherwise set forth in Section 11. provided, however, that any taxes imposed by the Customer to NG shall be waived by the Customer or reimbursed to NG by the Customer; and provided further, that Under no circumstances will the Customer be liable for taxes imposed on NG's income.

5.3. Intentionally Omitted

5.4. Payment of all fees and other charges owed pursuant to this Agreement is due as set forth above, and, to the extent invoice is required, within thirty (30) days after receipt of the invoice. Invoices will be sent to the Customer at:

ap@gulfbreezefl.gov or such other address as designated by the City

5.5. Notwithstanding anything in this Agreement to the contrary, if amounts due to NG pursuant to Section 5.1 in any month during the Term plus any Payment Shortfall defined amounts due to NG pursuant to this Section 5.5 (collectively "**Monthly Photo Enforcement Fees**") exceed the revenue generated by operation of the Systems and actually received by the Customer during that same month ("**Monthly Photo Enforcement Revenue**") then the Customer shall pay to NG for such month only the amount of Monthly Photo Enforcement Revenue. In such case, the difference between Monthly Photo Enforcement Fees and Monthly Photo Enforcement Revenue (a "**Payment Shortfall**") shall be accumulated and added to the Monthly Photo Enforcement Fees for the following month. Payment Shortfalls, if any, shall accumulate from month-to-month until paid in full, provided that under no circumstances shall the Customer ever be required to make a payment of Monthly Photo Enforcement Fees to NG except and only to the extent such are from Monthly Photo Enforcement Revenue that is properly received by the Customer.

6. RESPONSIBILITIES OF THE CUSTOMER

6.1. The Customer shall provide NG with any "as built" drawings in electronic format (AutoCad) that are available at no cost to the Customer and shall consider for approval NG's engineering drawings without unusual or unreasonable cost or delay.

6.2. The Customer shall not levy any permit fees or, if municipal ordinance requires the assessment of fees, the Customer shall waive or be responsible for such fees associated with the installation of the System.

6.3. The Customer shall prosecute citations in court at its own expense, subject to Customer's prosecutorial discretion. NG shall, at its own expense, participate in any proceeding challenging the use of the System or validity of its results and/or use of the U.S. Mails to deliver the citation.

6.4. The Customer will cooperate with NG in obtaining electrical connections at the roadside and NG shall pay all costs associated with such connection and shall pay for all power required by the System.

6.5. To allow for proper operation of the Systems, when known to the Customer, the Customer shall provide NG with advance written notice of any modifications proposed to intersections or roadways, including traffic signal operations, after installation of a System. In the event any such intersection or roadway modification requires a material change to the Systems, the Customer shall pay the costs reasonably incurred by NG to adapt the affected video monitoring system(s) or fixed speed enforcement unit(s) to make such video monitoring system(s) or fixed speed enforcement unit(s) compatible therewith. Notwithstanding the above, NG makes no guarantee that it will be able to make any such adaptation. In the event that NG is unable to adapt the affected System, then both parties shall be relieved of any further obligations under this Agreement with respect only to the affected System. In addition, NG does not, and will not, make recommendations or otherwise manage the configuration or operation of the intersection traffic light system.

6.6. During the Term, except as expressly permitted by this Agreement the Customer shall not use the System, or allow the System's use by a third party, without the prior written permission of NG.

7. LIMITED WARRANTY AND LIMITATION ON DAMAGES

7.1. NG warrants that the System's functionality will conform in all material respects to the description of the System set forth on ***Exhibit A***.

7.2. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, NG HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING OR USAGE OF TRADE. THE CUSTOMER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY PROVIDED HEREIN NO OTHER WARRANTIES HAVE BEEN MADE TO MUNICIPALITY BY OR

ON BEHALF OF NG OR OTHERWISE FORM THE BASIS FOR THE BARGAIN BETWEEN THE PARTIES.

7.3. The Customer acknowledges and agrees that:

7.3.1. The Systems may not detect every violation;

7.3.2. Since the Systems may flag as a violation conduct that is in fact not a violation, the output of the Systems will require review, analysis and approval by personnel appropriately qualified and authorized by the Customer under applicable law prior to the issuance of any citation;

7.3.3. The Systems have no control over, and relies on the proper functioning of equipment for signal light changes, which equipment is provided by entities other than NG;

7.3.4. The proper functioning of the Systems requires the Customer's full and complete compliance with the Systems' operating instructions, which it hereby agrees to do; and

7.3.5. NG shall not be responsible for the configuration and/or operation of any intersection traffic light systems and NG shall have no liability or obligations with respect thereto.

8. INDEMNIFICATION AND INSURANCE

8.1. NG shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer's recommendations for operation of the Systems which affect this Agreement, and shall indemnify and hold harmless the Customer against any claims, arising from NG's violation of any such laws, ordinances and regulations and any claims arising from NG's performance of this Agreement, including as a result of the negligence or willful misconduct of NG, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of Customer.

8.2. NG agrees to indemnify, defend, and hold harmless the Customer from any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising solely from either (a) a finding that the Systems infringe any validly issued United States patent or (b) NG's negligence, provided that such claim of damages is not attributable to (i) any act or omission set forth in Section 8.3 or (ii) any third-party software or other third-party products used with, required for use of, or supplied under their own names with or as part of the System. If, as a final result of any litigation of which NG is obligated to indemnify, the use of the Systems by the Customer is prevented, in whole or in part, by an injunction, NG's sole obligation to the Customer as a result of such injunction shall be, at NG's option, either to (i) replace such part as has been enjoined, or (ii) procure a license for NG or the Customer to use same, or (iii) remove same and terminate this Agreement at no additional cost to the Customer.

8.3. Notwithstanding anything in this Agreement to the contrary, NG assumes no obligation or liability for any claim of damages (including the payment of reasonable attorneys' fees) by a third party arising from or related to (i) any modification of the System made by the Customer, (ii) the negligence or intentional act of the Customer, (iii) the failure to function properly of any hardware, software or equipment of any kind used by, in or on behalf of the Customer (other than that supplied and/or installed by NG), (iv) the review and analysis of the System data output by the Customer personnel for citation preparation, or (v) the Customer's use and/or administration of any traffic signal.

8.4. The rights of the Customer to seek indemnification under this Section 8 shall be conditioned upon (i) the Customer notifying NG promptly upon receipt of the claim or action for which indemnification is sought and (ii) the Customer's full cooperation with NG in the settlement or defense of such claim or action at no cost to the Customer. The Customer agrees not to charge NG for the time of the Customer's personnel engaged in such cooperation. Such cooperation shall include, but not be limited to, the Customer providing access for, and permission to, NG for the purpose of the replacement of such part or parts of Systems as NG may deem necessary or desirable. The Customer may participate in the defense of any indemnified matter through counsel of its own choice and at its own expense provided that NG shall remain in, and responsible for, control of the matter. This Section 8 states the entire liability and obligation and the exclusive remedy of the Customer with respect to any actions or claims (i) of alleged infringement relating to or arising out of the subject matter of this Agreement or (ii) otherwise the subject of this paragraph.

8.5. NG shall maintain the following minimum scope and limits of insurance:

8.5.1. Comprehensive general liability insurance including but not limited to coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability, with a combined single limit of $1,000,000 per occurrence, with an aggregate liability per occurrence of $2 million. Such insurance shall include the Customer, its officers, directors, employees, and elected officials as additional insured for liability arising from Contractor's operation.

8.5.2. Workers Compensation as required by applicable state law; and

8.5.3. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by NG with a minimum $1,000,000 per occurrence combined single limit bodily injury and property damage.

8.6. The Customer shall be named as additional insured on the comprehensive general liability policies provided by NG under this Agreement. NG shall require any subcontractors doing work under this Agreement to provide and maintain the same

insurance, which insurance shall also name the Customer and its officers, employees, and authorized volunteers as additional insured.

8.7. Certificates showing NG is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to the Customer within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that the Customer shall be notified of all cancellations of such insurance policies. NG shall forthwith obtain substitute insurance in the event of a cancellation.

8.8. All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of Florida and shall name as additional insured the Customer. NG will furnish the Customer with Certificates of Insurance and applicable endorsements for all such policies promptly upon receipt of them. NG may effect for its own account insurance not required under this Agreement.

9. CHANGE ORDERS OR ADDITIONAL SERVICES. Changes to Services and additional Systems may be added to this Agreement by mutual consent of the Parties in writing as an addendum to this Agreement or by executing an additional or amended Implementation Plan. The Customer and NG agree that should legislation or local ordinance be enacted to enable new photo enforcement solutions within the Customer's jurisdiction, the Customer shall have the option to negotiate services and fees and issue a change order to cover such services.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION; PUBLIC RECORDS LAW COMPLIANCE.

10.1. The Parties agree that they shall comply with the public records disclosure provisions of Art. 1, Sec. 24 of the Constitution of the State of Florida and Chapter 119, Florida Statutes.

10.2. NG agrees that:

10.2.1. All information obtained by NG through operation of the Systems shall be made available to the Customer at any time during NG's normal business hours, excluding Proprietary Information not reasonably necessary for the prosecution of citations or fulfillment of the Customer's obligations under this Agreement, provided that NG shall be required to comply with the disclosure requirements of Florida's public records laws where applicable.

10.2.2. It shall not use any information acquired from the performance of the Services contemplated in this Agreement, including without limitation, information with respect to any violations, violators, information obtained from recorded images or information concerning the Customer's law enforcement activities for any purpose other than for the benefit of the Customer.

10.2.3. No information given by NG to the City will be of a confidential nature, unless specifically designated in writing as "**Proprietary Information**" and expressly exempt from public records disclosures required by Art. 1, Sec. 24 of the Constitution of the State of Florida and Chapter 119, Florida Statutes.

10.2.4. As used in this Agreement, the term "Proprietary Information" shall mean all trade secrets or confidential or proprietary information designated as such by NG, whether letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by NG to the Customer. In addition, the term "**Proprietary Information**" shall be deemed to include: (a) any notes, analyses, compilations, studies, interpretations, memoranda or other documents prepared by the Recipient which contain, reflect or are based upon, in whole or in part, any Proprietary Information furnished to the Recipient.

10.2.5. The Customer shall use the Proprietary Information only for the purpose of fulfilling its duties hereunder (the "**Purpose**") and such Proprietary Information shall not be used for any other purpose without the prior written consent of NG. "Purpose" shall be deemed to not include any disclosure of the Proprietary Information to any person or entity. The Customer shall hold in confidence, and shall not disclose to any person or entity, any Proprietary Information nor exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of NG.

10.2.6. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Customer from disclosing Proprietary Information to the extent required in order for the Customer to comply with applicable laws and regulations, including but not limited to Florida's public records laws.

10.3. In accordance with Section 119.0701(2), Florida Statutes, NG shall:

(a) Keep and maintain all records related to performance of services under this Agreement.

(b) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the NG does not transfer the records to the Customer.

(d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in possession of NG or keep and maintain public records related to the performance of services under this Agreement. If NG transfers all public records to the Customer upon completion of the Agreement, NG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If NG keeps and maintains public records upon completion of the Agreement, NG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

(e) IF NG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NG's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of Gulf Breeze at address at 1070 Shoreline Drive, Gulf Breeze, Florida 32562**.**

11. INDEPENDENT CONTRACTOR; NO AGENCY.

11.1. It is understood that NG is an independent contractor and not an agent or employee of the Customer for any purpose including, but not limited to, federal tax and other state and federal law purposes. NG assumes responsibility for payment of all federal, state and local taxes imposed or required of NG under unemployment insurance, Social Security and income tax laws. NG shall be solely responsible for any worker's compensation insurance required by law and shall provide the Customer with proof of insurance upon demand. The parties agree that the Customer shall not:

11.1.1. Pay dues, licenses or membership fees for NG;

11.1.2. Require attendance by NG, except as otherwise specified herein;

11.1.3. Control the method, manner or means of performing Services under this Agreement, except as otherwise specified herein; or

11.1.4. Restrict or prevent NG from working for any other party.

11.2. Neither party has the right or the power to enter into any contract or commitment on behalf of the other party, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Party or executing contracts binding upon the other Party.

11.3. NG is an independent contractor providing services to the Customer and the employees, agents and servants of NG shall in no event be considered to be the employees, agents, or servants of the Customer. Except as expressly provided herein, this Agreement is not intended to create an agency relationship between NG and the Customer.

12. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) To the City

City of Gulf Breeze
Rick Hawthorne
Police Department
1070 Shoreline Drive
Gulf Breeze, Florida 32561
Attention: Police Chief
Phone: 850-934-4050
E-mail: rhawthorne@gulfbreezefl.gov

(2) To the Contractor

NovoaGlobal, Inc.
8018 Sunport Dr, Suite 203
Orlando, FL 32809
Attention: Carlos Lofstedt
Phone: 305-812-2257
Fax: 888-666-4024
E-mail: clofstedt@novoaglobal.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

13. **ASSIGNMENT**. Except as specifically provided in this Agreement, neither Party may assign, or delegate performance of its obligations under, this Agreement, without prior express written consent of the other Party, except that NG may assign or otherwise encumber this Agreement, the License and the Lease for the purpose of obtaining financing; provided, however, that this Agreement may be assigned to any Person that acquires all or substantially all of NG's assets in one transaction subject to Customer's review and reasonable approval of such proposed assignee and provided, however any assignment or encumbrance of this Agreement or any portions thereof by NG requires 30 days advance written notice to Customer as a condition to such assignment and encumbrance.

14. **AMENDMENT AND MODIFICATION**. This Agreement may be modified or amended from time to time by the Parties, provided, however, that no modification or amendment hereto shall be effective unless it is stated in writing, specifically refers to this Agreement and is executed by the Party against whom enforcement of such modification or amendment is sought.

15. **NON WAIVER**. The failure of either Party to require performance of any provision of this Agreement shall not affect the right to subsequently require the performance of such provision or any other provision of this Agreement. The waiver of either Party of a breach of any provision shall not be taken or held to be a waiver of any subsequent breach of that provision or any subsequent breach of any other provision of this Agreement.

16. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure or delay in meeting any obligations hereunder which arises in whole or in part from causes which are unforeseen by, or beyond the control of, such Party, including without limitation, acts of God or of a public enemy, acts of terrorism, acts of the Government (other than the Customer in the case of the Customer) in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, acts or omissions of (i) non-subcontractor third-parties and (ii) third party equipment, telecommunications and software suppliers, and unusually severe weather. When any such circumstance(s) exist, NG shall have the right, in its sole discretion, to allocate its available production, deliveries, services, supplies and other resources among any and all buyers (whether or not including the Customer), as well as among departments and affiliates of NG, without any liability to the Customer.

17. **DISPUTE RESOLUTION AND REMEDIES.**

17.1. All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between the Customer's appointed Manager and the President of NG, followed if necessary within thirty (30) calendar days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party and must be a certified mediator in the State of Florida. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

17.2. Failing resolution through negotiation or mediation, all actions, disputes, claims and controversies under common law, statutory law or in equity of any type or nature whatsoever, whether arising before or after the date of this Agreement, and whether directly or indirectly relating to: (a) this Agreement and/or any amendments and addenda hereto, or the breach, invalidity or termination hereof; (b) any previous or subsequent agreement between the parties; and/or (c) any other relationship, transaction or dealing between the parties (collectively the "**Disputes**"), will be subject to and resolved by binding arbitration pursuant to the Commercial Arbitration Rules of American Arbitration Association. Any award or order rendered by the arbitrator may be confirmed as a judgment or order in any state or federal court of competent jurisdiction within the federal judicial district which includes the residence of the Party against whom such award or order was

entered. The prevailing Party in any arbitration shall be entitled to reasonable attorney fees and costs.

18. GOVERNING LAW; JURISDICTION; VENUE. The parties agree that this Agreement is consummated, entered into, and delivered in Santa Rosa County, Florida. Notwithstanding conflicts of laws provisions, this Agreement has been and is to be governed by, construed, interpreted and enforced in accordance with the laws of the State of Florida. In the event that any litigation is commenced by either party to enforce this Agreement, the action will be filed and litigated, if necessary, solely and exclusively in a State court of competent jurisdiction located in Santa. Rosa County, Florida. The parties waive any and all rights to have this action brought in any place other than Santa Rosa County, Florida, under applicable venue laws. The Parties hereby irrevocably waive any and all rights to have this action brought in any place other those stated herein. The Parties hereby irrevocably waive any claim that any such action has been brought in an inconvenient forum.

19. ATTORNEY'S FEES AND COSTS. In the event arbitration is commenced to enforce this Agreement, costs of said suit including reasonable attorney's fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing Party by the other Party.

20. GENERAL AND MISCELLANEOUS.

20.1. Time shall be of the essence of this Agreement.

20.2. In this Agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made.

20.3. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

20.4. Preparation of this Agreement has been a joint effort of the Parties and the resulting document shall not, solely as a member of judicial construction, be construed more severely against one of the parties than the other.

20.5. This Agreement may be executed in counterparts, each constituting a duplicate original, but such counterparts shall constitute one and the same Agreement.

20.6. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement from and after the Effective Date.

20.7. Each Party to this Agreement agrees to do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this

Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the Customer, the Parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

20.8. Except as set forth in this Agreement and the Exhibits hereto, no representation, statement, understanding or agreement, whether written or oral, has been made and there has been no reliance on anything done, said or any assumption in law or fact with respect to this Agreement for the duration, termination or renewal of this Agreement other than as expressly set forth in this Agreement and there has been no reliance upon anything so done or said that in any way tends to change or modify the terms or subject matter of this Agreement or to prevent this Agreement from becoming effective.

20.9. This Agreement supersedes any agreements and understandings, whether written or oral, including without limitation the Original Agreement, as amended, entered into by the Parties hereto prior to the Effective Date of this Agreement.

20.10. Nothing in this Agreement and no actions or inactions by the Customer or its officers, elected or appointed officials, agents, or representatives shall be considered a waiver of Customer's sovereign immunity or any other privilege, immunity, or defense available to the Customer or its officers, elected or appointed officials, agents, or representatives, and Customer expressly retains Customer's sovereign immunity protections to the extent not waived by Florida Statutes.

21. **SURVIVABILITY.** Termination or expiration of this Agreement shall not relieve either Party of their respective obligations, which are expressly noted to survive termination or expiration or under the following sections which shall survive termination and expiration: Sections 4.5, 5, 7.2, 7.3, 8, 10, 17, 18, 19, 20, and this Section 21. Sections 4, 7 and 8 (but only to the extent Section 8 corresponds to Sections of the Agreement which survive) of the License and Sections 3, 4, 5, 6, 7 and 8 (but only to the extent Section 8 corresponds to Sections of the Agreement which survive) of the Lease shall survive any expiration or termination of this Agreement, the License or the Lease.

22. **SEVERABILITY**. If any covenant or provision of this Agreement is, or is determined to be, invalid, illegal or unenforceable by a court of competent jurisdiction, then such covenant or provision will be ineffective only to the extent of such prohibition or invalidity. All remaining covenants and provisions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision of this Agreement shall be deemed to be dependent upon any covenant or provision so determined to be invalid, illegal or unenforceable unless otherwise expressly provided for herein. The invalidity of any provision of this Agreement or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect.

23. Each party acknowledges that it has read this Agreement and understands the terms and conditions herein. Further, the parties have caused this Agreement to be executed on its

behalf by the authorized officer whose signature appears below under its name, to be effective as of the date written above.

IN WITNESS WHEREOF, the Parties hereto have set their hands by their duly authorized representatives as of the day and year first above written.

NovoaGlobal, Inc.

_____
Carlos Lofstedt
President and CEO

City of Gulf Breeze,

a Florida Municipal Corporation

By:

_____

_____
JB Schluter, Mayor

(AFFIX CITY SEAL)

Attest:

_____
Leslie A. Guyer, MMC CITY Clerk

Legal in form and valid as drawn:

_____
Mary Jane Bass, CITY Attorney

Approved as to content:

_____
Samantha D. Abell, CITY Manager

EXHIBIT A SERVICES

NG shall provide the Customer with the Systems. In connection with furnishing the Systems, NG shall provide the following, each of which is more fully described below:

1. SITE INSTALLATION PLANNING; DESIGN AND EQUIPMENT INSTALLATION
2. TRAINING AND SUPPORT
3. CITATION PREPARATION AND PROCESSING SERVICES
4. MAINTENANCE
5. PUBLIC EDUCATION CAMPAIGN
6. EXPERT WITNESS TESTIMONY AND COURT TRAINING
7. REPORTING

1. SITE INSTALLATION PLANNING, DESIGN AND EQUIPMENT INSTALLATION

1.1. *The Systems.*

1.1.1. NG will install up to ten (10) Systems (which shall remain property of NG), monitoring such locations as the Customer and NG shall mutually agree. Up to ten (10) additional Systems may be added at the option of the Customer with NG's consent. Each System shall comprise equipment and Software capable of monitoring violations at a single approach to an intersection for up to five lanes of traffic. NG will install new Systems upon mutual agreement of the Parties.

1.1.2. The Systems shall include all equipment located at each intersection, telecommunications equipment, and Software and shall have the capability of transferring images from the roadside to be accessed at the Customer's Police Department processing facility.

1.1.3. *Substitution or Addition of a Site.* If NG or the Customer reasonably determines that one or more Sites selected for installation of a System is not for any reason appropriate for the System and such determination is made at least fifteen (15) days prior to the commencement of installation of the System at any such Site or intersection, an alternative Site(s) may be substituted by written consent of the Parties; provided that; where NG proposes an alternative Site(s) then NG shall identify the proposed Site in writing to the Customer at least thirty (30) days prior to the Commencement of Installation for Customer approval, failing which approval, the Customer shall have no obligation related to the work and System that is determined by either Party not to be appropriate.

1.1.4. *Timeframe for Installation of the System.* NG shall install and activate the Systems in accordance with an Implementation Plan to be mutually agreed to by NG and the Customer, which installation shall, at minimum, conclude within sixty (60) days after all necessary permits and approvals are obtained by NG. NG shall use reasonable commercial efforts to permit and install each System in accordance with the schedule set forth in the Implementation Plan. The Customer agrees that the estimated dates of installation and activation of the System set forth in the Implementation Plan are subject to delay based on conditions beyond the control of NG and are not guaranteed.

1.1.5. *Installation/Ownership of the System.* NG shall procure, install, maintain, and provide support of Equipment at each of the agreed upon sites. As between NG and the Customer, all components for the System will remain the property of NG.

1.2. Installation

1.2.1. NG shall submit plans and specifications to the Customer for review and approval, which review and approval will not be unreasonably withheld, delayed or conditioned although in all events no less than 15 business days shall be provided for Customer's review and approval. NG shall provide at least three sets of drawings of the wiring for the System circuitry.

1.2.2. All cameras and other equipment shall be enclosed in lockable, weather and vandal-resistant housing. All wiring shall be internal to equipment (not exposed) and if commercially reasonable and if capacity exists, underground in existing traffic signal conduits, except where required to directly interface with the traffic signals and electrical service. Separate conduits or overhead wiring may be used by NG if existing conduit(s) are at capacity. If existing conduits are used, the Customer will not unreasonably withhold, delay or condition consent to such use.

1.2.3. The System may be mounted on or utilize support of existing traffic signal poles, arms or other intersection structures where feasible, subject to Customer review and approval, such review and approval not to be unreasonably withheld, delayed or conditioned.

1.2.4. The System poles, foundations and new infrastructure, as required, shall conform to applicable law.

1.3. Restoration of Intersections. Upon termination or expiration of the Agreement, NG shall remove the System and restore the affected public facilities including returning the intersections to their original condition; provided, however, that NG shall not be required to remove any conduit, in-ground fixture, underground wiring or other infrastructure that will require excavation or demolition. All costs incurred by NG thereby will be the responsibility of NG.

1.4. Compliance with Law. NG shall design and install the System in compliance with all currently existing federal, state and local laws and regulations. NG covenants and agrees that its Systems shall, at all times, comply with all applicable laws, regulations, rules and orders ("Legal Requirements"). NG shall continuously monitor the status of such Legal Requirements to ensure continuous compliance. In the event of any change in the Legal Requirements, NG shall notify and coordinate with Customer and modify or replace (at NG's sole cost) all or any portion of its non-compliant Systems. Any such modification shall be effected by NG in a reasonable period of time (not to exceed ninety (90) days for modification or one hundred eighty (180) days for complete System replacement) and NG's failure to effect such modifications or replacements in a timely manner shall be grounds for

the Customer to terminate this Agreement for cause. Any such termination shall not relieve NG of its obligations to restore each Site to its original condition.

2. **TRAINING OF CUSTOMER PERSONNEL.** After System installation, NG shall provide up to eight (8) hours of training for up to ten (10) persons at two (2) sessions to acquaint Customer personnel with System operation. Training shall consist of instructional and operational training as well as hands-on equipment exercises with an instructor. If the Customer requests additional courses or training, NG shall provide these at no additional cost to the Customer

3. **CITATION PREPARATION AND PROCESSING SERVICES**

3.1. *Citation Preparation and Processing.* NG shall perform the initial review of all data generated at the roadside, process and format violations utilizing a computerized traffic citation program that shall store all information required for citation processing by state and local law, and transfer the citations to the Police Department's computer for review and decision on whether or not to issue a citation. If NG is permitted by applicable law or regulation to do so, NG shall also review all DMV information and print and mail citation forms. NG shall pay all mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue a citation and deliver it by U.S. mail. To the extent required by applicable law, NG shall obtain a certification of mailing issued by the Post Office. Notwithstanding anything to the contrary in the foregoing provisions of this Section 3.1, NG will not process nor support any citations not captured by the System and/or approved by the Customer.

3.2. *Mailing of Citations.* Citations shall be mailed to the violator as soon as is reasonably practicable, and in no event longer than ten (10) business days after being approved by the Customer and NG has been notified of such approval. The form of citation shall be subject to the approval of the Customer, which approval may not be unreasonably delayed, conditioned or withheld.

3.3. *Cooperation With Police and the Courts.* NG shall be responsible for, and pay for the cost of issuing and the mailing in accordance with applicable law. NG shall coordinate with the Customer and the Courts, and shall comply with the applicable law regarding the mailing and other requirements necessary for the issuance of Traffic Citations. All citations shall be reviewed and approved by the Customer's Police Department prior to mailing. In addition, NG will cooperate with the Courts to set up the necessary communications and procedures that will enable NG to send delinquent notices to those registered owners/drivers for whom such notices are appropriate.

3.4. *Preparation of Evidence Packages.* NG shall provide electronic copies of evidence packages in such form as may be reasonably agreed upon to enable the Customer to enforce its citations in court.

3.5. *Access to Drivers License Information*. NG shall maintain the ability to access the driver's license information and the registered owner residence address for US

registered vehicles. If NG is unable to access such information, NG shall provide the make and license plate number of each violator to the Customer, which will obtain and input the information into the System, or provide such information to NG, within a reasonable period of time.

3.6. *Numbering System.* NG, in coordination with the Customer, shall develop and implement an independent numbering system for automated red light citations.

3.7. *Transmission of Information.* NG shall make all citation information available via an electronic file using comma separated value files on a secure FTP site. NG shall maintain a documented chain of custody for all electronically transmitted information while the information is under NG's control.

3.8. *Customer Service.* NG shall provide an automated customer service telephone number to the public. Customer Service Representatives will be available Monday through Friday, from 10:00 a.m. to 5:00 p.m. local time (of the Customer), excluding holidays, in order to schedule violation video viewing appointments for the Police Department and to answer basic questions regarding the Customer's program.

4. MAINTENANCE

4.1. *Maintenance of System.* Except as provided herein, NG shall Maintain the System (as such term is defined below); provided however, that NG shall not be responsible for any maintenance, repair or replacement required as a result of (i) the negligence or intentional act of the Customer, its employees, agents or independent contractors (other than NG) and/or (ii) any equipment or software not provided by NG. NG shall maintain a maintenance log that documents all service issues. To "Maintain the System" shall mean to maintain, repair, replace, service, and keep the System in a state of operation such that the System's functionality and operation conforms in all material respects to the description of the System set forth in this Exhibit. All problems shall be documented and repairs commenced within seventy-two (72) business hours after the time NG receives notice thereof. NG shall also install all software revisions for Systems as and when developed and made commercially available by NG.

4.2. *Equipment Checks.* NG shall use commercially reasonable efforts to perform remote camera and equipment checks to confirm proper operation of computers, cameras and communications network. Routine in-field camera equipment inspection will be done as needed. The System shall have the capability of on-line monitoring of all cameras at each intersection.

5. PUBLIC EDUCATION CAMPAIGN

5.1. *Public Awareness Program.* NG shall assist the Customer with a Public Awareness Program. Such assistance shall consist of:

5.1.1. Paying for all signage required by law or as otherwise required by resolution of the Customer's Council

5.1.2. Reasonable assistance for a media event to launch the community education program

5.1.3. Preparing, publishing and printing a brochure for distribution

5.1.4. A reasonable amount of training for a Customer staffed speaker's bureau

5.1.5. Providing a toll-free customer service hotline which shall be staffed sufficiently during all regular business hours.

6. EXPERT WITNESS TESTIMONY AND COURT TRAINING

6.1. *Expert Witness Testimony*. NG shall provide expert witness testimony at its sole expense, as reasonably necessary, to testify regarding the accuracy and technical operation of the System as necessary for court challenges to the operation of the System.

6.2. *Court Training.* NG shall conduct a one-day workshop-orientation session for Municipal Court judges (and/or their designees), hearing officers, other appropriate court officials and the Customer prosecutor.

7. REPORTING

7.1. *Monthly Report.* NG shall submit to the Customer a Monthly Report on project results within thirty (30) days after the end of each calendar month or NG shall provide web access to such reports.

7.2. *Additional Reports or Information.* Any other reports and information are not part of the Agreement and the preparation and delivery of any other such reports or information may result in additional fees.

7.3. *Database.* NG shall maintain a database with the following information per traffic violation:

7.3.1. Location, date and time

7.3.2. Number of seconds of yellow traffic signal and speed of vehicle

7.3.3. Vehicle description including license plate state and number

7.3.4. Applicable vehicle code section violated (if available to NG)

7.3.5. Citation prepared or reason for not preparing citation (if available to NG)

7.3.6. Registered vehicle owner's name and address, and related information required to prepare citations where violation is made by a driver other than registered owner (if available to NG) (Affidavit of Non-Liability)

7.3.7. Status of citation (outstanding, cancelled, reissued, paid, bail forfeited, traffic school, warrants issued, etc.) (if available to NG)

7.4. Additional Services at no charge to Customer if and when (if requested by the Customer in writing):

7.4.1. *Payment Processing Services.* NG shall use reasonable commercial efforts to receive citation fees from violators, deposit amounts collected into an appropriate bank account approved by Customer, provide accounting records to the Customer, and remit the amounts received as instructed by the Customer. In addition, NG will provide an online payment portal for violators.

7.4.2. *Intersection Assessment Program.* NG will generate a video-based analysis of each intersection designed to evaluate the frequency of red-light violations for each approach at the targeted intersection. The video media will contain up to 16 hours of video monitoring assuming the equipment remains installed at the intersection during the course of monitoring, but not to exceed three consecutive calendar days. A report summarizing the results, along with the media generated will be provided to the Customer. There is no charge for the initial 8 intersections to be evaluated by NG pursuant to this Agreement.

EXHIBIT B
LICENSE AGREEMENT FOR NG SAFETY SYSTEM SOFTWARE

This LICENSE AGREEMENT (the "License") is part of an agreement (the "Agreement") (to which a copy of this License is attached as Exhibit B) between the Customer named in the Agreement and NovoaGlobal, Inc. ("NG") for the NG software product identified above, which includes computer software and may include associated media, printed materials, and "online" or electronic documentation (the "SOFTWARE PRODUCT"). The SOFTWARE PRODUCT also includes any updates and supplements to the original SOFTWARE PRODUCT provided to the Customer by NG. Any software provided along with the SOFTWARE PRODUCT that is associated with a separate license agreement is licensed to the Customer under the terms of that license agreement. By execution of the Agreement, the Customer has agreed to be bound by the terms of this License. Such agreement by the Customer is an express condition to its ability to use the SOFTWARE PRODUCT.

1. GRANT OF LICENSE. The SOFTWARE PRODUCT is licensed, not sold. This License grants the Customer only the following rights: The Customer may use those copies of the SOFTWARE PRODUCT as installed by NG on its network ("Network"). A license for the SOFTWARE PRODUCT may not be shared or used concurrently on different Networks.

2. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS. The Customer may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCT, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. The SOFTWARE PRODUCT is licensed as a single product. Its component parts may not be separated for use on more than one computer unless so installed by NG. The Customer may not rent, lease, transfer or lend the SOFTWARE PRODUCT to a third party without the consent of NG. This License does not grant the Customer any rights in connection with any trademarks or service marks of NG. Without prejudice to any other rights, NG may terminate this License if the Customer fails to comply with the terms and conditions of this License. In such event, the Customer must permit NG reasonable access to its computer system for the purpose of removing all copies of the SOFTWARE PRODUCT or deliver to NG or destroy all copies of the SOFTWARE PRODUCT and all of its component parts.

3. SUPPORT SERVICES AND UPGRADES. NG may provide the Customer with support services related to the SOFTWARE PRODUCT ("Support Services"). Use of Support Services is governed by the Agreement. Any supplemental software code provided to the Customer as part of the Support Services shall be considered part of the SOFTWARE PRODUCT and subject to the terms and conditions of this License. With respect to technical information the Customer provides to NG as part of the Support Services, NG may use such information for its business purposes, including for product support and development. In particular, NG will not utilize such technical information in a form that personally identifies the Customer or any motor vehicle, tag or person. If the SOFTWARE PRODUCT is labeled as an upgrade, the Customer must be properly licensed to use a product identified by NG as being eligible for the upgrade in order to use the SOFTWARE PRODUCT. A SOFTWARE PRODUCT labeled as an upgrade replaces and/or supplements the product that formed the basis for the Customer's eligibility for the upgrade. The Customer may use the resulting

upgraded product only in accordance with the terms of this License. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that the Customer licensed as a single product, the SOFTWARE PRODUCT may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

4. COPYRIGHT. All title and intellectual property rights in and to the SOFTWARE PRODUCT (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the SOFTWARE PRODUCT), the accompanying printed materials, and any copies of the SOFTWARE PRODUCT are owned by NG or its suppliers. As between the Customer and NG, all title and intellectual property rights in and to the images and information which may be generated through use of the SOFTWARE PRODUCT is the Customer's property. All rights not expressly granted are reserved by NG.

5. DUAL-MEDIA SOFTWARE. The Customer may receive the SOFTWARE PRODUCT in more than one medium. Regardless of the type or size of medium the Customer receives, the Customer may use only one medium that is appropriate for its Network. The Customer may not use or install the other medium on another Network. The Customer may not loan, rent, lease, lend or otherwise transfer the other medium to another user.

6. BACKUP COPY. After installation of one copy of the SOFTWARE PRODUCT pursuant to this License, the Customer may keep the original media on which the SOFTWARE PRODUCT was provided by NG solely for backup or archival purposes. If the original media is required to use the SOFTWARE PRODUCT on the COMPUTER, the Customer may make one copy of the SOFTWARE PRODUCT solely for backup or archival purposes. Except as expressly provided in this License, the Customer may not otherwise make copies of the SOFTWARE PRODUCT or the printed materials accompanying the SOFTWARE PRODUCT.

7. COMPLIANCE WITH LAW AND EXPORT RESTRICTIONS. The Customer represents and agrees that its does not intend to and will not use, disseminate or transfer in any way the SOFTWARE PRODUCT in violation of any applicable law, rule or regulation of the United States, or any State of the United States or any foreign country of applicable jurisdiction. Without limiting the foregoing, the Customer agrees that it will not export or re-export the SOFTWARE PRODUCT to any country, person, entity or end user subject to U.S. export restrictions. The Customer specifically agrees not to export or re-export the SOFTWARE PRODUCT: (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, which currently include, but are not necessarily limited to Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria, or to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any end-user who the Customer knows or has reason to know will utilize the SOFTWARE PRODUCT or portion thereof in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

EXHIBIT C
LEASE AGREEMENT FOR NG SAFETY SYSTEMS

This LEASE AGREEMENT (the "Lease") is part of an agreement (the "Agreement") (to which a copy of this Lease is attached as Exhibit C) between the Customer named in the Agreement and NovoaGlobal, Inc. The Parties hereto agree as follows:

1. LEASE. NG hereby leases to the Customer and the Customer hereby leases from NG, subject to the terms and conditions of this Lease, such items of System equipment (together with all attachments, replacements, parts, additions, substitutions, repairs, accessions and accessories incorporated therein and/or affixed thereto, the "Equipment") that the Customer obtains possession, custody or control of pursuant to the Agreement.

2. USE AND LOCATION. The Equipment shall be used and operated by the Customer only in connection with the operation of the System by qualified employees of and in accordance with all applicable operating instructions, and applicable governmental laws, rules and regulations. The Customer shall not part with control or possession of the Equipment without NG's prior written consent.

3. CONDITION. NG shall maintain the Equipment in good condition and working order in accordance with Section 4 of Exhibit A. The Customer shall not damage the Equipment or make any alterations, additions or improvements to the Equipment without NG's prior written consent unless such alterations, additions or improvements do not impair the commercial value or the originally intended function or use of the Equipment and are readily removable without causing material damage to such Equipment so as to return the Equipment to its original state, less ordinary wear and tear. Any alteration, addition or improvement not removed prior to the return of the Equipment shall without further action become the property of NG, provided, however, that any alterations, additions and improvements which would reduce the value of the Equipment must be removed prior to the return of such Equipment.

4. RETURN. Upon the expiration or earlier termination of the Agreement, the Customer shall allow NG reasonable access to remove the Equipment at NG's expense.

5. OWNERSHIP, LIENS. The Equipment is and shall at all times be the property of NG. The Customer agrees to take all action necessary or reasonably requested by NG to ensure that the Equipment shall be and remain personal property. Nothing in this Lease, the Agreement or any Exhibit shall be construed as conveying to the Customer any interest in the Equipment other than its interest as a lessee hereunder. If at any time during the term hereof, NG wishes to place on the Equipment labels, plates or other markings evidencing ownership, security or other interest therein, the Customer shall allow NG reasonable access therefore and keep the same displayed on the Equipment.

6. NO CUSTOMER SUBLEASE; ASSIGNMENT. The Customer shall not assign or in any way dispose or otherwise relinquish possession or control of all or part of its rights or obligations under this lease or enter into any sub-lease of all or any part of the equipment without the prior written consent of NG.

EXHIBIT D
COMPENSATION AND PRICING

A. RED-LIGHT PHOTO ENFORCEMENT PROGRAM

Monthly Program Fees

The following monthly fees apply to fixed Red-Light Photo Enforcement Systems:

Item	Fee
First two (2) Red-Light Systems	$2,500.00 per System per month
Each additional Red-Light System	$2,950.00 per System per month
Back-office software license	$250.00 per System per month
Program hosting services	$500.00 per month

Optional Transactional Services

The monthly program fees above do not include owner lookup, violation pre-processing, printing, or mailing services. If requested by the Customer, the following fees shall apply:

Service	Fee
Owner lookup	$1.00 per lookup
Violation pre-processing	$2.00 per violation
Notice preparation, printing, and mailing	$2.00 per notice
Certified mailing	Actual mailing cost plus $2.00 notice fee

B. SCHOOL ZONE SPEED PHOTO ENFORCEMENT PROGRAM

Pricing for fixed School Zone Speed Photo Enforcement Systems shall be as follows:

Item	Fee
Paid violation fee	$26.00 per paid violation

Services for fixed School Zone Speed Photo Enforcement Systems, including owner lookup, violation pre-processing, notice preparation, printing, and mailing, are included in the price. Certified mailing is not included and will be charged at actual cost.

Violation Notices issued pursuant to the City's School Zone Speed Ordinance that must be converted to Uniform Traffic Citations due to non-payment shall be sent by certified mail in accordance with Florida law.

C. OPTIONAL ADDITIONAL SYSTEMS

License Plate Recognition (LPR-Sec)

Item	Fee
Two-lane LPR camera	$399.00 per camera per month

Pricing assumes existing infrastructure and electrical power are available at the installation location.

Fixed Enforcement Systems

For Stop Sign, Speed, Gridlock, Railroad Crossing, Crosswalk, or other fixed enforcement applications requested by the Customer:

Item	Fee
Fixed enforcement system	$3,500.00 per system per month

Portable Enforcement Systems

For portable Stop Sign, Speed, Gridlock, Railroad Crossing, Crosswalk, Red-Light, or other enforcement applications requested by the Customer:

Item	Fee
Portable enforcement system	$4,500.00 per system per month

D. BUSINESS ASSUMPTIONS

1. Except where a balance remains unpaid due to a deficit in gross revenues received as otherwise provided in this Agreement, the Customer shall pay NG within thirty (30) days following receipt of an invoice or monthly report. A late fee of 1.5% per month may be charged on amounts remaining unpaid sixty (60) days after the invoice date where the delay is attributable to the Customer.
2. Payment convenience fees are not considered program revenue and shall be paid by the violator.
3. Refund processing fees are not considered program revenue and shall be paid by the violator.
4. Violations referred to a collection agency may be subject to additional charges as negotiated with the selected collection agency.

Memorandum

To: Samantha D. Abell, City Manager

From: Stephanie D. Lucas, Administrative Services Director

Date: July 1, 2026

Subject: Approval of Second Amendment to Advanced Metering Infrastructure Agreement with Sensus USA, Inc.

REQUEST:
That the City Council approve the Second Amendment to the Advanced Metering Infrastructure Agreement with Sensus USA Inc. to extend the agreement term and include a new Section 3(B) to allow the implementation of customer portal software, and authorize the Mayor to execute the Second Amendment.

BACKGROUND:
Offering a mobile customer dashboard that allows utility customers to monitor their water usage is a funded goal in the City's current year budget.

By way of background, the City entered into an agreement with Sensus in 2014 to implement an automated water meter reading system, together with data storage and reporting software. The project eliminated the need for manual meter readings and was implemented as part of a broader Energy Savings Agreement. As part of that initiative, the City replaced aging water meters with advanced meters that improved reading accuracy, reduced apparent water loss, and enhanced the City's ability to monitor system performance.

On April 15, 2024, the City Council approved the First Amendment to the Advanced Metering Infrastructure (AMI) Agreement. This amendment provided for an upgrade to a new generation of software intended to enhance data analysis capabilities and offer customers direct access to their meter data.

However, the software approved under the amendment did not meet Sensus's performance standards and, as a result, was never implemented.

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

DISCUSSION:
At the direction of the City Council, staff have conducted research into alternative solutions for a customer dashboard. This effort included discussions with Sensus and Core & Main regarding system schematics and AMI services.

During these discussions, Sensus indicated it partnered with a third-party vendor, VertexOne, which offers AMI software compatible with the City's existing iPerl meters. Sensus invited staff to participate in a demonstration of the software.

Staff attended a demonstration and engaged with the VertexOne representative to ask questions and evaluate the system. Following the demonstration, staff met to assess the software and determined that it offers an enhanced level of service, compatibility with existing infrastructure, and a user-friendly interface for customers. Based on this evaluation, staff believe the VertexOne customer portal is a valuable enhancement that will improve the customer experience while integrating seamlessly with the City's existing utility infrastructure.

The City Attorney has approved the Second Amendment for legal sufficiency.

FINANCIAL IMPACT:
The total cost for setup and implementation is $113,773.34, which includes the optional Bill Pay Service Integration. Funding for this project is included in the FY2026 budget in the amount of $121,770.

RECOMMENDATION:
That the City Council approve the Second Amendment to the Advanced Metering Infrastructure Agreement with Sensus USA Inc. to extend the agreement term and include a new Section 3(B) to allow the implementation of customer portal software, and authorize the Mayor to execute the Second Amendment.

ATTACHED:
Second Amendment to AMI Agreement FN

639 Davis Drive
Morrisville, NC 27560
www.sensus.com

CITY OF GULF BREEZE

ADVANCED METERING INFRASTRUCTURE (AMI) AGREEMENT

"Second Amendment"

This Second Amendment is made on_____("Second Amendment Effective Date"), by and between Sensus USA Inc., a corporation of the State of Delaware with offices at 639 Davis Drive, Morrisville, North Carolina 27560 ("Sensus"), and City of Gulf Breeze ("Customer"), with its office at 1070 Shoreline Drive, Gulf Breeze, Florida 32561.

WHEREAS, Sensus and Customer entered into an Advanced Metering Infrastructure ("AMI") Agreement on July 18, 2014, with terms set forth on the signature page, and in Part 1 titled the FCC Notification for Spectrum Manager Lease and Part 2 titled AMI Agreement (the "Original Agreement"); and subsequently modified said Original Agreement in accordance with a First Amendment to the Original Agreement on May 6, 2024 (collectively, the "Agreement"); and

WHEREAS, the Agreement expired and the parties constructively entered into an extension of the Agreement continuing from year to year upon payment by Customer of the annual fees for the AMI services; and

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Second Amendment, the parties mutually covenant and agree to amend the Agreement as follows:

1. **Defined Terms.** Any terms used in this Second Amendment as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Agreement.

2. **Term.** By way of this Second Amendment, the parties agree that the second paragraph of the signature page of the Agreement is replaced in its entirety with the following:

   This Agreement shall commence on July 18, 2014, and continue for/until: Fifteen (15) years ("Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of ten (10) years ("Renewal Term"), unless the Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the then existing Term. The "Term" shall refer to both the Initial Term and each Renewal Term.

3. **VertexOne Software.**

   A. The following provision is added as a new Section 3(B) in Part 2 of the Agreement:

   VertexOne Customer Portal Software.
   Sensus shall cause WaterSmart Software, Inc. ("WaterSmart") to grant Customer continuing access to the VertexOne SaaS offering, subject to the applicable End User Licensing Agreement ("EULA") outlined in Exhibit C, but only for so long as Customer is current in its undisputed payments for such services.

   B. The attached VertexOne Software EULA is added to the Agreement as a new Exhibit C.

4. **Entire Agreement.** The Agreement, as amended by this Second Amendment, constitutes and contains the entire understanding and agreement of the parties. To the extent that the provisions of this Second Amendment are inconsistent with the Agreement, the terms of this Second Amendment shall control. Except as expressly amended or modified in this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect and this Second Amendment shall be binding upon the parties.

639 Davis Drive
Morrisville, NC 27560
www.sensus.com

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be signed by their respective officers, authorized as of the day and year written above.

SENSUS USA INC.

By: _____

Name: _____

Title: _____

Date:_____

CITY OF GULF BREEZE

By: _____

Name: JB Schluter

Title: Mayor

Date: July 6, 2026

(AFFIX CITY SEAL)

ATTEST:

_____
Leslie A. Guyer, MMC City Clerk

Exhibit C

VertexOne Software EULA

Customer/Client agrees to receive, via Sensus USA Inc., the VertexOne Software suite of utility engagement provided by VertexOne Software LLC ("VertexOne") pursuant to the terms of this VertexOne Exhibit. Sensus USA Inc. and Customer agree that this VertexOne Exhibit shall be attached to and incorporated by reference into the Master Services Agreement between Sensus USA Inc. and Customer.

VertexOne's customer engagement and data analytics services are to be provided primarily by utilization of VertexOne's proprietary software hosted on VertexOne's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like VertexOne are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling VertexOne's SaaS service model and providing substantial cost savings for Customer, are set forth below and incorporated by reference in this Exhibit. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Customer.

1. VertexOne is an independent contractor, and shall not be considered an officer, agent, or employee of Customer.

2. VertexOne agrees to perform its services in a timely and professional manner consistent with standards generally and reasonably expected of VertexOne's water utilities in the United States. VertexOne and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Customer.

3. VertexOne agrees to hold harmless, defend and indemnify Customer and its officers, directors, employees and volunteers from and against all claims, damages, losses and expenses including reasonable attorney fees arising out of VertexOne's services, to the extent caused by any grossly negligent act or omission of VertexOne, any of its subcontractors, and anyone employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Customer.

4. If Customer elects to make available to its end users optional bill payment services offered by or supported by VertexOne, which may or may not be integrated within VertexOne's electronic interfaces, Customer acknowledges that such services are provided directly to Customer by a third-party independent contractor. Such services may not be supported by VertexOne until Customer enters into a mutually acceptable commercial agreement directly with such third party which shall govern Customer's rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third-party provider.

5. VertexOne's reservation of intellectual property rights VertexOne has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Exhibit or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("VertexOne IP"). Customer acknowledges that VertexOne owns and shall own all intellectual property rights in and to deliverables hereunder, the VertexOne IP and derivative works of VertexOne IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Customer by VertexOne, and that Customer shall acquire no right or interest in the same.

   Customer hereby grants to VertexOne a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Customer.

   Subject to the foregoing, authorized employees and customers of Customer may during the term access and use the VertexOne SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Customer by VertexOne, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Customer's customer engagement program, customer billing, and for Customer's internal purposes, so long as Customer is current with respect to its financial and other obligations. Such authorization is limited to Customer's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Customer enters into an agreement with a third-party contractor of VertexOne related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by VertexOne and its licensors.

6. Customer's cooperation in providing necessary inputs Deliverables to be provided by VertexOne via its proprietary software require certain data from Customer. Customer shall provide VertexOne with those data, records, reports, approvals and other inputs identified for Customer to provide in the Scope of Work or otherwise requested by VertexOne. Customer shall ensure that such inputs are accurate and within Customer's legal rights to share with VertexOne subject to the confidentiality and other applicable provisions of this Exhibit. Time is of the essence, and Customer shall provide its inputs within the timeframes specified for Customer by the Scope of Work. If bill payment services are included in the Scope of Work, Customer shall cooperate with VertexOne and its applicable third-party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. VertexOne shall not be responsible for delays outside VertexOne's control, and deadlines for VertexOne's performance shall be adjusted, if necessary, to accommodate delays by Customer.

7. The parties confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Customer hereby gives its permission to VertexOne to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Customer end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section shall survive any termination or expiration of this Exhibit. Each party shall post and comply with its applicable privacy policy.

8. Software corrections and third-party acts; limitation of liability for SaaS services. In the event that VertexOne's services fail to meet specifications or other requirements specified by the Scope of Work, Customer shall promptly notify VertexOne and VertexOne shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If VertexOne promptly makes such correction or substitution, VertexOne shall have no further liability with respect to said defect(s), notwithstanding any other provision of this Exhibit. All warranties not expressly stated in this Exhibit are disclaimed. Customer understands that Customer's use of Vertexone's services provided online may be interrupted by circumstances beyond VertexOne's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within Vertexone's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). VertexOne shall not be responsible

or otherwise liable for any Third-Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third-Party Acts, provided that VertexOne has exercised due care. However, in the case of any Third-Party Act which will delay or prevent VERTEXONE from providing online services to Customer, VERTEXONE will promptly notify Customer and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THISEXHIBIT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE or CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

9. Technology and services infrastructure VertexOne as a SaaS provider utilizes the secure cloud hosting platform of a third-party industry leader in cloud computing with state-of-the art security to host the data of all VertexOne customers. VertexOne utilizes a reputable third party VertexOne to perform printing and mailing services when included within the scope of VertexOne's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, VertexOne works with leading edge, reputable third party specializing in such functions. Since the referenced cloud hosting platform, printing and mailing, bill payment services providers, and certain other performing similar or related functions, are integral components of VertexOne's technology and services infrastructure used across its pertinent customer base and are not specific to Customer and services under this Exhibit, Customer acknowledges that such utilization or collaboration is not considered subcontracting of VertexOne's services under this Exhibit.

   If Customer elects to make bill payment services available to its end customers, the pertinent end users and Customer assume all risks associated with such services, and no indemnity provisions in favor of Customer shall apply to such services, except in the event of VertexOne's willful misconduct. In the absence of willful misconduct by VertexOne, Customer's sole remedies related to bill payment services shall be from the independent third-party provider of such services in accordance with any contract between Customer and such provider. If Customer enters into an agreement with any third-party contractor of VertexOne for any other services ancillary or related to the services provided by VertexOne during the term of this Exhibit, Customer shall first seek and exhaust all remedies from such third-party contractor prior to seeking any remedy from VertexOne with respect to such services.

   With respect to all bill payment services, as well as any services provided by independent third-party contractors not in contract with VertexOne, including without limitation any such services which at Customer's request or direction are integrated by VertexOne into its electronic interfaces for Customer, VertexOne shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Customer shall hold harmless, defend and indemnify VertexOne and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third-party services, except in the event of VertexOne's willful misconduct.

10. Compliance With Laws VertexOne shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Exhibit. Customer shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Exhibit, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Exhibit and/or the services hereunder.

    Customer shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by VertexOne hereunder, as well as any bill payment or other third-party services elected by Customer.

11. Extended Messaging Services If Customer elects to utilize VertexOne's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all VertexOne services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of VertexOne's core customer engagement offerings) (collectively, "Extended Messaging Services").
    a) Customer shall be solely responsible for the content of any messages or communications to end customers which Customer initiates or authorizes in connection with the Extended Messaging Services, as well as Customer's selection of any vehicle (ie., conventional phone, mobile phone, text, email) for such messages or communications. VertexOne shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Customer or its representatives. In furtherance of the foregoing, Customer shall hold harmless, defend and indemnify VertexOne and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Customer of this Exhibit including without limitation these Extended Messaging Terms, except in the event of VertexOne's willful misconduct. For avoidance of doubt, if this Exhibit has other indemnity provisions in favor of Customer such provisions shall not apply to the Extended Messaging Services, except in the event of VertexOne's willful misconduct.
    b) If Customer elects to make available to its end customers Extended Messaging Services offered by VertexOne to alert end users of potential leaks or high water usage, the pertinent end users and Customer assume all risks associated with such alerts, and no indemnity provisions in favor of Customer shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of VertexOne's willful misconduct.
    c) With respect to Extended Messaging Services, VertexOne's role is limited to delivering via its technology platform Customer's communications through vehicles selected by Customer; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Customer's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
    d) Customer is encouraged to consult legal counsel of its own with respect to this Exhibit and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Customer shall not rely on VertexOne or VertexOne's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Customer end customers.
    e) In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, VertexOne may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across VertexOne's pertinent customer base and are not specific to Customer and service choices by Customer under this Exhibit, Customer acknowledges that such utilization is not considered subcontracting of VertexOne's services under this Exhibit.

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Change Management Policy
Exhibit A

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1. Definitions

“Change”and Changes” means a change/changes to a Staements of Work, Attachment or Order Form**.**

“Change Request Proposal” means a proposed solution and estimate sent to Client after a request for a Change has been received.

2. Purpose

Where either Party sees the need for a Change, Client may at any time request, and VertexOne may at any time recommend, such Change in accordance with the Change Management Process as set out in this Change Management Policy. Either Party may request further information or reasonable modifications to the Change proposed by the other Party.

3. Change Management Process

3.1. Client Change Requests

3.1.1. Client shall submit a request for a Change in writing using VertexOne’s ticketing system.

3.1.2. When a request for a Change is received from Client, if VertexOne approves of the Change submitted by the Client, VertexOne shall submit a Change Request Proposal, which includes a proposed solution and estimate, as soon as reasonably possible. Client will review the Change Request Proposal. Once agreed upon, Parties will execute theChange Request Proposal. VertexOne shall schedule the approved change upon the execution of the Change Request Proposal by both Parties.

3.2. Product Enhancement Request

3.2.1. A Product Enhancement Request, referred to as a ‘Base product change’ requires development and is not guaranteed to be implemented.
3.2.2. Product Enhancement Requests are submitted through the VertexOne ticketing system by creating a ticket with the category “Enhancement Request” and completing all the required fields. VertexOne shall evaluate the business objectives of the request to assess if it can be achieved through existing functionality or requires product enhancement.
3.2.3. VertexOne will also review the Product Roadmap with Client to ensure that enhancement requests from the Client are not present or planned in future releases.

3.2.4. Any Product Enhancement Request not on the Product Roadmap shall be reviewed by VertexOne for Product Roadmap consideration.

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20240916

3.2.5. Should Client wish to accelerate the timeframe of a Product Enhancement Request, VertexOne shall evaluate the current product roadmap, prioritization, and chargeability.

3.3. VertexOne Recommendations to Change

3.3.1. A recommendation for a Change by VertexOne shall follow the Change Management Process, excluding product changes.

3.3.2. Product changes are exclusive to VertexOne's determination.

3.4. General

3.4.1. Any request not approved or rejected directly by the Party receiving the request within twenty (20) business days after receipt, shall automatically be deemed rejected.

3.4.2. Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

4. Costs

The costs incurred to prepare and to review a proposed Change Request Proposal shall be borne by the Party requesting the change. Such costs will not be paid by or reimbursed by the other Party.

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Exhibit B

VERTEXONE DIGITAL IMPLEMENTATION SERVICES STATEMENT OF WORK ("SOW")

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Project Summary

This Statement of Work ("SOW") between VertexOne and CLIENT sets forth the services that VertexOne will provide for the ongoing support of the VertexOne Digital software as part of this SOW between VertexOne and CLIENT.

VertexOne provides this software as a SaaS solution. CLIENT agrees the solution and related configuration options are limited to the generally available features and functionality at the start of implementation.

- CLIENT acknowledges that requests for changes in functionality, features and design of the software will adhere to the VertexOne Product Management Lifecycle and if accepted, shall be available in a future release.
- CLIENT acknowledges that the functionality, features, design and related documentation of the software may evolve over time as part of ongoing improvements and updates.

Definitions

Definitions can be found in the Agreement, unless otherwise defined in this document.

Change Control Process

VertexOne and CLIENT will follow the Change Control Process provided as Exhibit A to this Agreement.

CLIENT agrees that any modifications, including those resulting from 3rd party vendors, that impact the scope, schedule or cost as outlined and agreed upon within this Statement of Work and its supporting documentation will be subject to the Change Control Process, which may result in additional costs.

The project schedule shall be revised by the VertexOne project manager to accommodate any changes and a new, mutually agreed upon schedule shall be approved by CLIENT and VertexOne.

SaaS Services

Hosting

The Hosted Services provided by VertexOne to CLIENT will consist of the following configured Software components and services, as more particularly described in this SOW, the Order Form, and the Agreement:

- VertexOne Software set forth in the Order Form
- Configuration of the Software in accordance with your SOW

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20240916

- Hosting of the Software
- Application management services
- Disaster recovery and business continuity services

The Hosted Services are provided using a Software as a Service ("SaaS") software delivery method that provides access to the Software and its functions remotely as a web-based service. In order for VertexOne to provide the Hosted Services in compliance with the Service Levels, VertexOne will perform the following functions:

- Hosted Services – IT Infrastructure Management
- Backup, Recovery & Management
- Performance and Capacity Management
- Database Management
- Security Services
- Network Management

No	Client Responsibilities
1.	Maintain user permissions per approved processes for provisioning secure access to VertexOne software
2.	Wide Area Network connectivity into VertexOne Network if desired.

VertexOne Software Support

Support Services

Within the Management Portal, a chat feature is available for general questions and support.

If the chat agent is not able to resolve your issue/inquiry, a Jira ticket will be submitted on your behalf to our T2 / T3 support team for additional analysis / resolution.

Upon go-live, clients will be provided with Jira Portal Access, this will be used in Hypercare and ongoing support.

- The Jira portal is a website you log into to open, view and manage tickets
  - Assigning priority to new tickets or modifying priority of existing tickets
  - This helps Support determine when something is time-sensitive (please review our Service-Level Agreements (SLAs) for guidance on prioritization)
  - Provides the ability to add details and attachments / screenshots of any errors / issues

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- Jira Portal is available 24X7, with occasional downtime for maintenance.

CLIENT will be assigned a Client Success Manager (CSM) to help monitor tickets / requests.

- CSMs will be responsible for client communication and act as Primary Liaison to address issues and help support business objectives
- CSMs will manage the routing and handling of requested features and functionality and the feedback loop to clients
- Periodic reviews of the roadmap will be conducted, as well, as Leadership Business Reviews to grow and nurture partnership.

Change Requests

CLIENT Change Requests

CLIENT shall submit a request for a Change in writing using VertexOne's ticketing system.

When CLIENT requests a Change, VertexOne will respond with a proposal including a solution and estimate. After CLIENT's review and agreement, both Parties will execute the proposal. VertexOne will then schedule the change.

Product Enhancement Request

A Product Enhancement Request, referred to as a 'Base product change' requires development and is not guaranteed to be implemented.

Product Enhancement Requests are submitted through the VertexOne ticketing system by creating a ticket with the category "Enhancement Request" and completing all the required fields. VertexOne shall evaluate the business objectives of the request to assess if it can be achieved through existing functionality or requires product enhancement.

VertexOne will also review the Product Roadmap with CLIENT to ensure that enhancement requests from CLIENT are not present or planned in future releases.

Any Product Enhancement Request not on the Product Roadmap shall be reviewed by VertexOne for Product Roadmap consideration.

Should CLIENT wish to accelerate the timeframe of a Product Enhancement Request, VertexOne shall evaluate the current product roadmap, prioritization, and chargeability.

VertexOne Recommendations to Change

A recommendation for a Change by VertexOne shall follow the Change Management Process, excluding product changes.

Product changes are exclusive to VertexOne's determination.

General

Any request not approved or rejected directly by the Party receiving the request within twenty (20) business days after receipt, shall automatically be deemed rejected.

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Any request approved by VertexOne will be reviewed to determine the delivery plan for the approved Change Request. VertexOne has sole discretion to determine when the delivery plan of the Change Request will be delivered.

Costs

The costs incurred to prepare and to review a proposed Change Request Proposal shall be borne by the Party requesting the change. Such costs will not be paid by or reimbursed by the other Party.

Outage and Disaster Recovery Services

VertexOne develops and maintains a standard DR Plan for each product and performs an annual Disaster Recovery test to validate the procedures. This DR Plan documents the strategies, personnel, procedures, and resources that will be used to respond to any major outage or long-term business interruption due to a service interruption or declared disaster.

VertexOne provides the following key performance indicator (KPI) targets related to Disaster Recovery Outages. These KPIs are intended as the operational targets.

KPI	KPI Definition	KPI Target
Recovery Time Objective (RTO)	Target time for full capacity system recovery of VertexOne hosted solutions.	< 4 hours
Recovery Point Objective (RPO)	Target age of restoration data backup.	< 1 hour

Incident Priority Definitions

VertexOne shall provide the Hosted Services in accordance with the following guidelines:

Severity	Impact Definition	Response Objectives	Update Frequency
Priority 1	Emergency • Business is not operational with significant performance issues, financial impact, and/or number of customers impacted. • Specifically, critical business function cannot be performed, a key component is unavailable or is materially	Technician Response Time </ = 1 hour	1 Hour

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Severity	Impact Definition	Response Objectives	Update Frequency
	nonfunctional. There is no immediate work-around. • Goes to top of work queue and is top priority until resolved.		
Priority 2	High • Business is operational but with degraded performance, major financial impact, and/or customer impact. • Specifically, a critical business function is partially functional or is functional via a work-around at a limited capacity or has a defect that creates errors or anomalous results to customers and/or financials.	Technician Response Time </= 4 business hours	4 Business Hours
Priority 3	Medium • Business is operational but with either reduced performance, minor financial impact, and/or customer impact. • Specifically, a business function has a slight restriction of function of a non-critical nature, or a workaround is required to maintain normal operations, or a function has a defect which creates errors or anomalous results.	Technician Response Time < 1 business day	When work starts and upon completion
Priority 4	Low • The component is fully functional and may only contain a cosmetic flaw, a misspelled or cryptic message, or a documented misinterpretation of functionality.	Target Response Time < 48 business hours	When work starts and upon completion
Priority 5	Task or Change Request • Request for change of a new service, feature, or hardware	Target Response Time < 3 business days	When work starts and upon completion

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Response Objectives: Measured as the time from which an incident was assigned to VertexOne in the ticketing system until the incident was assigned and work on incident has commenced, as indicated by status on the incident.

Update Frequency: Frequency with which VertexOne communicates updates to CLIENT contact person.

Service Levels

This section describes the Service Levels that VertexOne shall meet during the Term of this Agreement to be provided to CLIENT.

VertexOne shall provide the Hosted Services in accordance with the following Service Levels:

Service Level #	Service Level	Service Level	Metric
1	SaaS/Application Availability	99.5%	This metric measures the availability of the Service. This measurement is calculated as the total uptime of the Service excluding Scheduled Down-time and Disaster scenarios, divided by the total number of minutes in the reporting period, expressed as a percentage.
2	Incident Technician Average Response Time Priority 1 (P1)	Average of P1s </= 1 hour	This metric measures the technician response time to a P1 incident. This measurement is calculated as the average of P1 incidents during the reporting period in which they were responded to within the defined response time.
3	Incident Technician Average Response Time Priority 2 (P2)	Average of P2s </= 4 business hours	This metric measures the technician response time to a P2 incident. This measurement is calculated as the average of P2 incidents during the reporting period in which they were responded to within the defined response time.

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Service Level Agreements Reporting

VertexOne will provide CLIENT with a dashboard for online viewing of monthly SLAs. Client Success Managers review and discuss any SLA concerns during Operational meetings.

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20240916

Memorandum

To: Samantha Abell, City Manager

From: Nick Prather, Project Manager

Thru: Jason Frick, Development Services Manager

Date: June 19, 2026

Subject: Approval of Change Order #3 with Max Foote Construction for the construction of the Thomas E. Lambert Reclamation Facility in the Amount of $80,907.00

REQUEST:
That the City Council approve Change Order #3 with Max Foote for the Thomas E. Lambert Reclamation Facility in the amount of $80,907 and authorize the mayor to execute the Change Order.

BACKGROUND:
In December 2023, the construction of the Thomas E. Lambert Reclamation Facility went out to bid, and Max Foote was awarded the bid in February 2024. The Notice to Proceed was issued in August 2024. There have been two previous change orders totaling $72,208 and included an additional 25 days to the contract. If approved, Change Order #3 would bring the total cost of all journalized change orders for the project to date to $153,115.

DISCUSSION:
Change Order No. 3 includes 19 revisions to the contractor's scope of services. These revisions consist of additional construction costs for items identified in the field as necessary to complete the work or support WWTP operations, but which were not included in the original bidding documents. The change order also includes credits to the City for bid items that are no longer required to complete the project.

A detailed description of each revision is provided in the attached "Change Order No. 3 MFCC Ledger."

FINANCIAL IMPACT:
The financial impact is $80,907.00

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

RECOMMENDATION:
That the City Council approve Change Order #3 with Max Foote for the construction of the Thomas E. Lambert in the amount of $80,907 and authorize the mayor to execute the Change Order.

ATTACHED:
Change Order #3 Max Foote Construction TL Reclamation Facility
Change Order #3 MFCC Ledger

CONTRACT CHANGE ORDER

ORDER NO.	3
DATE	June 15, 2026
STATE	Florida
COUNTY	Santa Rosa

CONTRACT FOR:	Baskerville-Donovan, Inc.
PROJECT NO.:	20410.50
OWNER:	Gulf Breeze Regional Water System
TO CONTRACTOR:	Max Foote Construction Co., LLC

You are hereby requested to comply with the following changes from the contract plans and specifications.

Bid Item No.	Add/ Deduct	No	Unit	Description of Changes (Supplemental Plans And Specifications Attached)	Unit Price	DECREASE In Contract Price	INCREASE In Contract Price
-	Addition	1	1	See included Change Order #3 folder for each individual change order and description.	$80,907.00	-	$80,907.00
TOTALS						$0.00	$80,907.00
NET CHANGE IN CONTRACT PRICE						$80,907.00	

JUSTIFICATION:

Change Order #3 is the general collection of change orders throughout the project's lifetime. A general agreement between Max Foote, BDI, and the City was made to document these change orders informally and then formalize them towards the end of the project, allowing for quick solutions and turnarounds for unexpected issues/RFIs. Max Foote has requested to formalize these change orders during the latest progress construction meeting.

The amount of the Contract will be **INCREASED** By The Sum Of: $ 80,907.00

The Contract Total Including this and Previous Change Orders Will Be: $ 63,830,232.00

	Substantial	Final
The Original Completion dates are	December 26, 2026	January 25, 2027
The Contract Period Provided for Completion of Project has been increased by	25 days	
The Contract Period Provided for Completion of Project will increase by	0 days	
The Contract Completion Date Shall Therefore be:	January 20, 2027	February 19, 2027

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Requested _____ (Contractor) 6/22/2026 (Date)

Recommended _____ (Engineer) 6/22/26 (Date)

Accepted _____ (City of Gulf Breeze) (Date)

Change Order #3 MFCC Ledger

Source: PDF - Change Order _3 MFCC Signed (Revised)_last sheet.pdf | Prepared: 2026-06-30

MFCC #	Item Name	Expanded Ledger Description	Addition	Deduction	Net Change
1	Headworks Geopiers	Restores the originally anticipated headworks subgrade preparation approach after field investigation found unsuitable muck/organic material. The work represents the cost impact of abandoning the headworks GeoPier value-engineering credit and proceeding with undercut/backfill suitable for the actual subsurface conditions.	$50,000.00	-	$50,000.00
2	CCC effluent piping	Credit for revising the effluent piping and control arrangement between the Chlorine Contact Chamber and Pond Interconnect Structure. The revised approach uses flow-control gates and removes multiple valves and large-diameter fittings, reducing installed cost.	-	$99,299.00	($99,299.00)
3	WW pond subgrade stump removal	Additional excavation and subgrade preparation work caused by unexpected buried cutoff stumps encountered in the wastewater pond area. This line item covers the physical removal work; off-site disposal is separated under Item 3a.	$49,535.00	-	$49,535.00
3a	Stump disposal haul off	Hauling and disposal cost for stumps removed under Item 3. Pricing is based on 95 loads at $489 per load.	$46,455.00	-	$46,455.00
6	Hot water recirc pump requirement per FBC 8th Ed.	Code-driven plumbing revision adding a hot-water recirculation pump to satisfy updates to the Florida Building Code that occurred after the design was completed.	$5,631.00	-	$5,631.00
8	Move and raise gravity thickener	Credit for relocating the gravity thickener 28 feet southwest and raising it 6 feet, reducing excavation in a difficult area. The revised scope includes related telescoping valve pit modifications.	-	$77,021.00	($77,021.00)
8a	Removal of Sludge Transfer Station	Credit for eliminating the mechanical sludge transfer station. Raising the thickener under Item 8 allows waste activated sludge transfer by gravity to the existing digesters.	-	$14,871.00	($14,871.00)
12	MPS float assembly	Credit for simplifying the Master Pump Station float arrangement by using a traditional float installation instead of the rod and stilling well assembly shown on the drawings.	-	$7,000.00	($7,000.00)
13	30" Sleeve from Pond Structure to Lower Pond	Adds a 30-inch sleeve to maintain construction phasing and allow the tie-in from the Pond Structure to the Lower Pond where the work intersects existing plant influent piping.	$10,986.00	-	$10,986.00
17	RPS Additional ARV	Adds one 2-inch air release valve to the adjusted Reuse Pump Station layout as identified through RFI 28.	$6,214.00	-	$6,214.00
20	Controls for existing Influent Pump Station	Rehabilitates the existing Influent Pump Station control panel, including a new PLC, antenna relocation, and replacement of the Pump #2 VFD with a soft starter. Ardurra integration work is accounted for separately under Item 20a.	$41,451.00	-	$41,451.00
20a	Existing Influent Pump Station Integration	Covers controls integration support by Ardurra in coordination with the electrical/control panel work for the existing Influent Pump Station.	$8,006.00	-	$8,006.00
21	Pressure Transducer for Reuse Pump Station	Relocates the existing Reuse Pump Station pressure transducer, including associated conduit and wiring work by Bill Smith Electric.	$4,909.00	-	$4,909.00
22	24"EQ Pipeline-Building Conflict	Addresses an unforeseen conflict between the 24-inch equalization pipeline and an unknown abandoned structure located between the centrifuge and filters. Demolition/removal was required to complete pipeline installation.	$9,133.00	-	$9,133.00
23	Fume Hood at Lab bldg	Adds contractor furnishing of the laboratory fume hood and required exhaust blower, replacing the original plan for City-provided installation.	$13,606.00	-	$13,606.00
24	20"RW x 18" RCP Storm Drain Conflict	Resolves a conflict between the 20-inch reclaimed water line from the Master Pump Station to Headworks and the 18-inch RCP storm drain between S-9 and S-11, including added fittings/spool pieces.	$15,750.00	-	$15,750.00
25	HVAC Access Hatches	Adds six HVAC access hatches in the Men's/Women's bathrooms and shower room to provide access where no hatches were shown in the design.	$1,202.00	-	$1,202.00
26	Addition of 8" FLG 90 to MPS	Adds an 8-inch flanged 90-degree turndown at the Master Pump Station to provide an accessible bypass connection.	$5,743.00	-	$5,743.00
27	Admin Bldg Lockers	Adds three operator lockers in the administration building, consistent with referenced Submittal 137.	$6,970.00	-	$6,970.00
28	Additional Fence Gates	Adds three fence gates along the west perimeter as completed in 2024 and approved by City representatives.	$3,507.00	-	$3,507.00
		TOTAL CHANGE ORDER #3 NET IMPACT	**$279,098.00**	**$198,191.00**	**$80,907.00**

Memorandum

To: Samantha Abell, City Manager

From: Nick Prather, Project Manager

Thru: Jason Frick, Development Services Manager

Date: June 30, 2026

Subject: Approval of Change Order #4 with Utility Services for the Florida & Montrose STS Project in the amount of $79,458.95

REQUEST:
That the City Council approve Change Order #4 with Utility Services in the amount of $79,458.95 for the Florida & Montrose STS Project.

BACKGROUND:
In January 2025, construction began on the Florida & Montrose STS Project. This project consisted of two separate project areas. Construction started on the Florida & Dolphin section of the project, which is now complete. Construction has since moved over to the Berry, Montrose, and Navy Cove Blvd area.

DISCUSSION:
This change order addresses the addition of two homes to the project, the installation of grinder stations required for sewer conversion at two homes, and a 30-day time extension to acquire the necessary materials and perform the additional work.

FINANCIAL IMPACT:
The financial impact is $79,458.95.

RECOMMENDATION:
That the City Council approve Change Order #4 with Utility Services in the amount of $79,458.95 for the Florida & Montrose STS Project.

ATTACHED:
Change Order #04 - Utility Services FL-Montrose STS

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

CONTRACT CHANGE ORDER

ORDER NO.	004
DATE	June 29, 2026
STATE	Florida
COUNTY	Santa Rosa

CONTRACT FOR:	Florida & Montrose STS Conversion
PROJECT NO.:	Quest CDN: 8974976
OWNER:	City of Gulf Breeze, Florida
TO CONTRACTOR:	Utility Service Co, Inc.
	4326 Gulf Breeze Pkwy, Gulf Breeze, FL 32561
	Email: jlee@uscofl.com Phone:C 850-791-0330

You are hereby requested to comply with the following changes from the contract plans and specifications.

Bid Item No.	Add/ Deduct	No	Unit	Description of Changes (Supplemental Plans And Specifications Attached)	Unit Price	DECREASE In Contract Price	INCREASE In Contract Price
	Add	1	LS	431 Montrose STS Opt-In	$15,525.43	-	$15,525.43
	Add	1	LS	422 Montrose STS Opt-In	$14,943.72	-	$14,943.72
	Add	1	LS	101 Berry Additional Services	$27,532.03	-	$27,532.03
	Add	1	LS	397 Navy Cove Additional Services	$21,457.77	-	$21,457.77
	Add	30	DAY	Associated contract time extension for work above.		-	-
				TOTALS		$0.00	$79,458.95
				NET CHANGE IN CONTRACT PRICE		**$79,458.95**	

JUSTIFICATION:

The property owners at 431 and 422 Motrose elected to opt-in to STS conversion after the initial opt-in/opt-out period. Further investigation of STS conversion requirements at 101 Berry and 397 Navy Cove revealed additional activities necessary to complete the work. A time extension request has been added to this change order to compensate for the associated scope of work increase.

The amount of the Contract will be **INCREASED** By The Sum Of: $79,458.95

The Contract Total Including this and Previous Change Orders Will Be: $3,794,556.90

	Substantial	Final
The Original Completion dates are	April 23, 2026	May 23, 2026
The Contract Period Provided for Completion of Project was previously increased by 68 days.		
The Contract Period Provided for Completion of Project will increase by an additional 30 days.		
The Contract Completion Date Shall Therefore be:	July 30, 2026	August 29, 2026

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Requested _____ JORDAN LEE Utility Service Co, Inc _____ 6/30/26
(Contractor) (Date)

Recommended _____ Digitally signed by Donald Patrick Jehle Jr. Date: 2026.06.29 14:47:08-05'00'
(Engineer) (Date)

Accepted _____
(City of Gulf Breeze) (Date)

5/12/26

UTILITY SERVICE CO.

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561
RE: Quote for Houses Opting In After Bid Date
Attn: Mr. Nick Prather, Patrick Jehle

Item #	Description	Unit	Qty	Unit Price	Amount
1	422 Montrose Blvd. Extend lateral to back yard, tie in house, decommission septic tank.	LS	1	$ 14,943.72	$ 14,943.72
2	431 Montrose Blvd. Extend lateral to back yard, tie in house, decommission septic tank.	LS	1	$ 15,525.43	$ 15,525.43
	Total				$ 30,469.15

We appreciate the opportunity

Jordan Lee
Vice President
Utility Service Co., Inc.

6/02/26

UTILITY SERVICE CO.

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561
RE: Quote for 397 Navy Covd Blvd.
Attn: Mr. Nick Prather, Patrick Jehle

Item #	Description	Unit	Qty	Unit Price	Amount
1	101 Berry Additional septic Tank Abandonment, Grinder Station, Lateral	LS	1	$ 27,532.03	$ 27,532.03
	Total				

This price reflects the addition of the grinder station, drilling in a low pressure force main, and tying it into he lateral servicing the main residence at 101 Berry Ave. We will also abandon the additional septic tank.

We appreciate the opportunity

Jordan Lee
Vice President
Utility Service Co., Inc.

6/02/26

UTILITY SERVICE CO.

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561
RE: Quote for 397 Navy Covd Blvd.
Attn: Mr. Nick Prather, Patrick Jehle

Item #	Description	Unit	Qty	Unit Price	Amount
1	397 Navy Cove Blvd. As Bid	LS	-1	$ 17,235.06	$ (17,235.06)
2	397 Navy Cove Blvd. Grinder Station, Septic Demo by Hand.	LS	1	$ 38,692.83	$ 38,692.83
	Total				

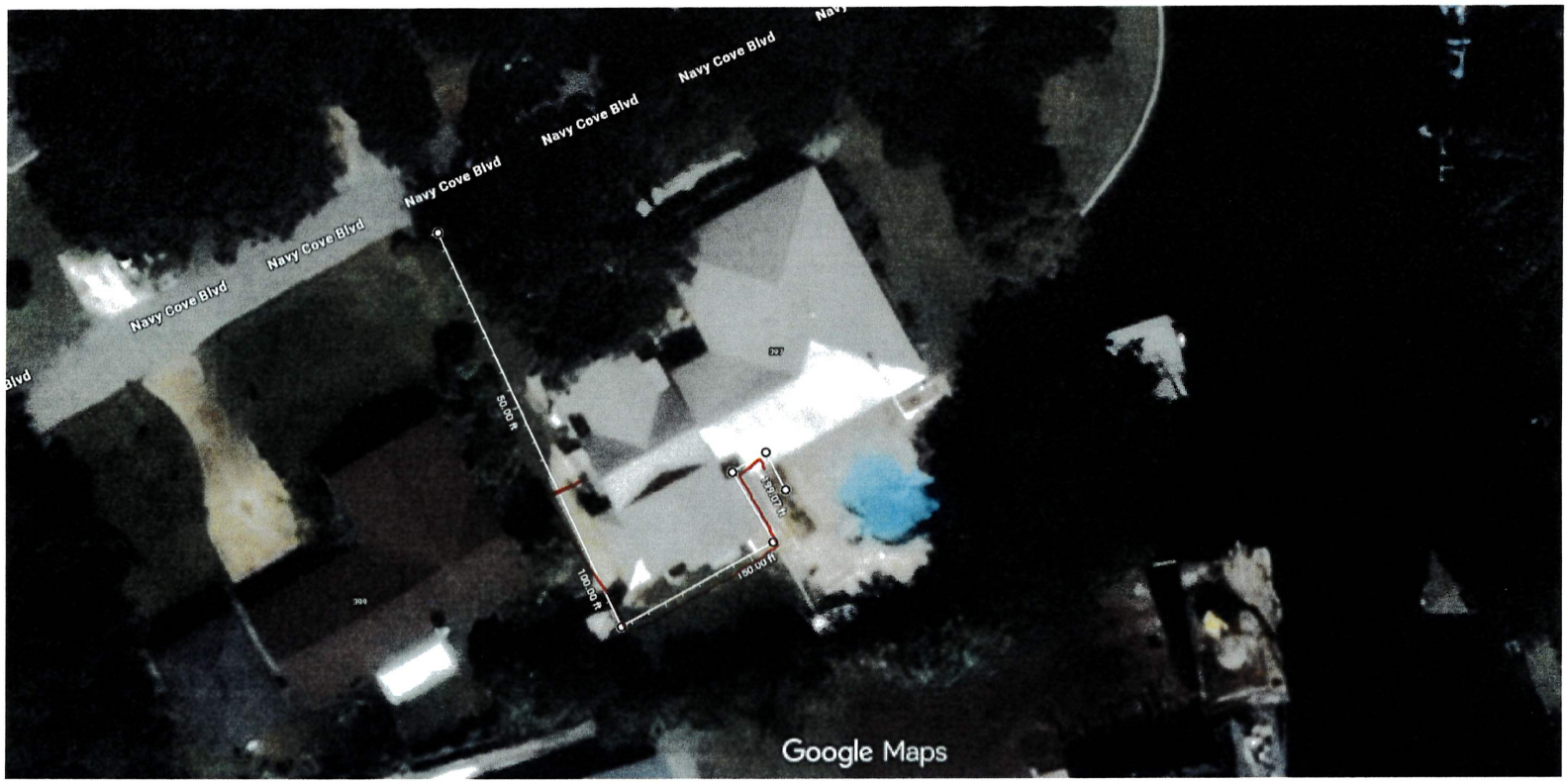
This price reflects the change from gravity sewer based on the sight specific drawings/base project to low pressure on site. The septic tank actually sits lower than the sewer main its self, and is in a very difficult location, in a recessed paver covered pool deck.
We are proposing to drill from the r.o.w. to the back yard, run along the back of the house, then go under the elevated proch, dig by hand under the porch on hands and knees to the septic tank location. Abandon the septic tank by hand, set the grinder station in the septic tank, and fill the septic tank by hand. Please see the attached google map for refrence.

We can either remove the orignal bid amount and replace it with the new price, or we can add the difference. What ever is easier fo the City.

We appreciate the opportunity

Jordan Lee
Vice President
Utility Service Co., Inc.

Google Maps



Imagery ©2026 , Map data ©2026 Google 20 ft

Measure distance
Total distance: 199.07 ft (60.68 m)

WHITE LINE SEWER
RED POWER

COMMUNITY SERVICES DEPARTMENT

CITY OF GULF BREEZE

Memorandum

To: Samantha D. Abell, City Manager

From: Nick Prather, Project Manager

Thru: Jason Frick, Development Services Manager

Date: June 11, 2026

Subject: Approval of a Sub-Recipient Agreement Grant Award DH022 in the amount $6,002,948.00 with Santa Rosa County for the West Bayshore STS Project

REQUEST:
That the City Council approve the Sub Recipient Agreement Grant Award DHH022 in the amount of $6,002,948.00 for the West Bayshore STS Project and authorize the Mayor to execute the agreement upon approval by the City Attorney for legal sufficiency.

BACKGROUND:
As a result of the Deepwater Horizon Oil Spill, the Deepwater Horizon Trustees conducted a natural resource damage assessment (NRDA) to evaluate the spill's impacts, with the Florida Trustee Implementation Group (FL TIG) responsible for restoring natural resources and services within the Florida Restoration Area.

In July 2024, Santa Rosa County submitted its Septic-to-Sewer Conversion Program to FDEP for consideration as part of the Florida Trustee Implementation Group (FL TIG) under the FL TIG Final Restoration Plan 3 and Environmental Assessment (RP3/EA), and the project was allocated $22,797,000.

In May 2025, Santa Rosa County was awarded $21,711,330.00 in funds for its Septic to Sewer Program through the Florida Department of Environmental Protection (FDEP) with Grant DH022.

DISCUSSION:
As part of the City's Septic to Sewer Program, the West Bayshore STS Project was selected to take part in Santa Rosa County's Septic to Sewer Program. The City of Gulf Breeze has been allocated a portion of the funds awarded to Santa Rosa County through the FDEP Grant DH022. The portion of reimbursable funds available to the City of Gulf Breeze totals $6,002,948.00, and the funds are reimbursable quarterly through December 31, 2030, when the grant expires.

FINANCIAL IMPACT:
There is no financial impact at this time.

RECOMMENDATION:
That the City Council approve the Sub Recipient Agreement Grant Award DHH022 in the amount of $6,002,948.00 for the West Bayshore STS Project and authorize the Mayor to execute the agreement upon approval by the City Attorney for legal sufficiency.

ATTACHED:
SRC S2S Program SubRecipient Agreement_Gulf_Breeze.r.1

SANTA ROSA COUNTY SEPTIC TO SEWER PROJECT

SUBRECIPIENT AGREEMENT (Grant Award DH022) BETWEEN CITY OF GULF BREEZE AND SANTA ROSA COUNTY, FLORIDA

THIS SUBRECIPIENT AGREEMENT (the Agreement) is entered into this ____ day of _____, 2026 (hereinafter referred to as the "Effective Date") by and between **Santa Rosa County**, **Florida**, (hereinafter referred to as the "County"), with an address of 6495 Caroline Street, Milton, FL. 32570, by and through its Board of County Commissioners and the City of Gulf Breeze (hereinafter referred to as the "Subrecipient"), with an address of 1070 Shoreline Drive, Gulf Breeze, FL 32561, and having a **SAM UEI number of EPDUWNGCEGK4** for the receipt of subaward funds made available through a Florida Dept of Environmental Protection award to the County.

WHEREAS, pursuant to the Oil Pollution Act (OPA), Title 33 United States Code §§ 2701 et seq., and the laws of individual affected states, federal and state agencies, Indian tribes, and foreign governments act as trustees on behalf of the public to assess injuries to natural resources and their services that result from an oil spill incident, and to plan for restoration to compensate for those injuries; and

WHEREAS, Under the authority of OPA, the Deepwater Horizon (DWH) Trustees conducted a natural resource damage assessment (NRDA) to assess the impacts of the DWH oil spill on natural resources and their services and prepared the *2016 Deepwater Horizon Oil Spill Final Programmatic Damage Assessment and Restoration Plan/Programmatic Environmental Impact Statement (PDARP/PEIS)* which outlines a comprehensive restoration plan at the programmatic level to guide and direct ecosystem-level restoration efforts; and

WHEREAS, The Florida Trustee Implementation Group (FL TIG) is responsible for restoring natural resources and their services within the Florida Restoration Area that were injured by the DWH oil spill. The FL TIG includes Trustees from two state and four federal agencies: the Florida Department of Environmental Protection; the Florida Fish and Wildlife Conservation Commission; the United States Department of Commerce, represented by the National Oceanic and Atmospheric Administration; the United States Department of the Interior, represented by the United States Fish and Wildlife Service, National Park Service, and Bureau of Land Management; the United States Department of Agriculture; and the United States Environmental Protection Agency; and

WHEREAS, the County submitted the Santa Rosa County Septic to Sewer Conversion Program to the FDEP for consideration in the FL TIG's restoration plans and was included as preferred project ***WQ6***, in the July 2024 *FLTIG Final Restoration Plan 3 and Environmental Assessment (RP3/EA),* allocating $22,797,000 for the program; and

WHEREAS, the COUNTY has been awarded $21,711,330 by the Florida Department of Environmental Protection (FDEP) under the Catalog of State Financial Assistance (CFSA 37.081) grant award agreement number DH022, project number N5303 awarded to the County on May 1, 2025, (hereinafter the "Award"); and

WHEREAS, a portion of the state funds obligated to the County will be passed-through and sub-awarded to the Subrecipient in amount not to exceed $6,002,948 for the engineering, design, and construction as defined by the approved workplan and the Award (Attachments A and B); and

WHEREAS, the Subrecipient represents as indicated by an application and risk assessment submitted to Santa Rosa County or other factors that they possess the requisite skills, knowledge, financial capability and experience to perform the Project and other activities as provided herein, and now therefore;

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS MADE AND AGREED UPON TO BE KEPT HEREIN, THE COUNTY AND THE SUBRECIPIENT DO MUTUALLY AGREE AS FOLLOWS:

1.0 SCOPE OF WORK, REPRESENTATIONS AND WARRANTIES:

1.1 The Subrecipient shall fully perform the activities attached hereto as Attachment A (herein the "Project"), in accordance with the Award (Attachment B) the allocation of funds indicated therein, and the terms and conditions of this Agreement.

Under no circumstances shall the Subrecipient be obligated to expend funds in excess of the amount awarded under this Grant. If the awarded funding is insufficient to complete the full project scope, the scope of work may be revised, subject to prior written approval by the Grantor, to align with the available funding as set forth in Paragraph 2.1.

1.2 Subrecipient shall submit to the County progress reports as indicated in Tasks 3 - 5 (Attachment B). These documents shall be submitted along with all required financial documentation of grant eligible expenditures for reimbursement during the program period beginning February 1, 2026, **ending** December 31, 2030.

1.3 Subrecipient represents and warrants that the Project must follow all applicable state, local and federal laws, regulations, requirements, and that the Subrecipient will adhere to the following Terms and Conditions set forth by the Florida Department of the Environmental Protection in grant agreement DH022.

1.4 Subrecipient represents and warrants that any change, addition, or supplement to the approved Project Scope of Work requires advance written approval from the County and may require authorization from FDEP.

2.0 FUNDING

2.1 The County and the Subrecipient agree that the budget submitted for the Project as shown as part of Subrecipient's **Allocated Sum of $6,002,948** attached hereto and incorporated herein as Attachment A, herein referred to as "Project Budget," shall be the basis for the Allocated Sum.

2.2 Allowable costs shall be reimbursable and determined in accordance with the approved planned activity for the project and documentation of completion.

2.3 The County reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the subrecipients lack of satisfactory performance under the terms of this Agreement. The subrecipient's efforts to correct the rejected deliverables will be at the subrecipient's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the County and FDEP in accordance with the Agreement requirements. The County, at its option, may allow additional time within which the

subrecipient may remedy the objections noted. The Subrecipient's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

2.4 The reimbursement payment shall be provided upon request from the Subrecipient, within a time period mutually agreed upon in writing by both parties, but no more frequently than on a quarterly basis. The Subrecipient may incur pre-award costs starting on January 1, 2026, provided such costs are included in the Project Budget.

2.5 The Subrecipient shall submit to the County, through its Office of Management & Budget any and all documents verifying the request for payment, herein "Verifying Documents." Verifying Documents may include, but are not limited to:

(a) An invoice for reimbursement that includes copies of applicable invoices with proof of payment for each eligible expense from subcontractors, consultants, and vendors, clearly identifying the grant number and approved project.

(b) Within ten (10) working days of receipt of Verifying Documents, the County shall, in its reasonable discretion, determine if the Verifying Documents, or any portion of them, are acceptable and in strict compliance with the purpose, national objective, and laws stated herein and approve them for payment. If, at the reasonable discretion of the County, it is determined there are any errors in the Verifying Documents, the County shall notify the Subrecipient within ten (10) working days of receipt of the Verifying Documents. The Subrecipient shall submit corrected Verifying Documents within ten (10) working days of receipt of notice. Payment shall not be made for any Verifying Documents that contain errors until such errors are corrected.

(c) Upon determination by the County that Verifying Documents are approved, the County will initiate the payment process in accordance with Section 218.73-74, Florida Statutes, considered due upon receipt by the Clerk & Comptroller's Office, and paid upon approval by the County. The County reserves the right to delay any payment request for Verifying Documents containing errors, until such errors are corrected to the reasonable satisfaction of the County.

(d) In no event shall the County be obligated to reimburse for any Verifying Documents older than one hundred-twenty (120) days from the date of receipt by the Subrecipient from a vendor.

2.6 The final payment of funds will be made only after project completion and submission of all required documentation and a formal request for final payment. Payment and retention of all funding under this Agreement is subject to final review and final acceptance by FDEP, the grant funding agency. Should the funding agency refuse to reimburse the County for items determined by the funding agency to be ineligible expenses, the Subrecipient shall be determined in non-compliance with this Agreement, and funds shall be repaid or recaptured.

(a) The County will close out the Award when it determines that all applicable administrative actions and all required work for this Award have been completed. Within 45 days after the end of the period of performance, the Subrecipient must submit any outstanding reports, as well as any required reporting on subcontracts. The Subrecipient must liquidate all obligations incurred under this Award no later than 45 calendar days after the end of the period of performance, unless the Subrecipient requests and with the approval from the County and FDEP, an extension.

2.7 All bills for fees or other compensation for services or expenses shall be submitted in

detail sufficient for a proper pre-audit and post-audit thereof.

2.8 The Subrecipient consents and agrees that in the event of a final determination of non-compliance, the Subrecipient shall immediately remit repayment of the ineligible expenses to the County. In the alternative, any other funds due and payable to the Subrecipient from the County may be retained by the County for purposes of recapture. Recapture may result from any non-compliance, including but not limited to failure to complete the Project within the specified time or failure to complete the Project in accordance with applicable provisions of this Agreement, or other applicable law or guidance.

3.0 INCORPORATION OF LAW, RULES, REGULATIONS AND POLICIES

3.1 Both the Subrecipient and the County shall be governed by applicable federal, state and local laws, rules, regulations and agreements.

3.2 This agreement is subject to the State of Florida Department of Environmental Protection Standard Grant Agreement Standard Terms and Conditions Applicable to Grant Agreements including:

Compliance with the following Civil rights and regulations:

(a) Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

i. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delive1y of services or benefits under the Federal Water Pollution Control Act as amended;

ii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iii. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

iv. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of I 964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

v. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

(b) State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(111), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

(c) The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

(d) This agreement is subject to 31 CFR. Part 19 Governmentwide Debarment and Suspension (Non-procurement) and 2 CFR. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

4.0 PERIOD OF AGREEMENT

4.1 The term of this Agreement shall commence upon the Effective Date and shall remain in full force and effect as to its provisions, terms and conditions until December 31, 2030, unless terminated earlier in accordance with the provisions of paragraphs 9.0 or 14.0 of this Agreement.

5.0 MODIFICATION OF CONTRACT

5.1 Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto and attached to the original of this Agreement. Modification may require formal approval from the County and authorization from the Florida Department of Environmental Protection.

6.0 RECORDKEEPING, PROCUREMENT AND CONTRACTING

6.1 All financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to this award must be retained for a period of three years from the date of submission of the final expenditure report.

(a) If any litigation, claim or audit is started before the expiration of the three-year period and extends beyond the three-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

6.2 All records, including the supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work (Attachment A) and all other applicable laws and regulations. The Subrecipient agrees to implement and maintain a recordkeeping and financial management system sufficient to meet state reporting requirements and to document that program funds have been used in accordance with applicable law.

6.3 The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement shall allow access to his records at reasonable times to the County, its employees or agents. "Reasonable" shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the County. To the extent that the Subrecipient uses the services of subcontractors and consultants in the performance of the Subrecipient's duties and obligations under this Agreement, this Section 6.3 must be contained in any subcontract or consultant agreement.

7.0 PUBLIC RECORDS

7.1 The Subrecipient shall comply with public records laws Chapter 119, Florida Statutes, to the Subrecipient's duty to provide public records specifically to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Subrecipient or keep and maintain public records required by the public agency to perform the service. If the Subrecipient keeps and maintains public records upon completion of the contract, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(d) **IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (850) 983-1857, susant@santarosa.fl.gov; 6495 Caroline Street, Suite C, Milton, Florida 32570.**

7.2 The Subrecipient shall comply to a request for record. Noncompliance includes:

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Subrecipient of the request, and the Subrecipient must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a Subrecipient does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A Subrecipient who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8.0 COUNTY RECOGNITION

8.1 The Subrecipient shall ensure recognition of the role of the County and the FL TIG in providing funding for the Project. All deliverables developed pursuant to this Agreement shall be permanently labeled as to the funding source. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc., created to promote the Project shall acknowledge the County and the FL TIG as providing funding for the Project.

9.0 REPORTS

9.1 The Subrecipient shall keep in close contact with the County and will notify the County of any contact information or Project circumstance changes. The County will issue official letters, call official meetings and require documentation to be submitted on a periodic basis. The Subrecipient will provide a prompt response to the County to ensure Project timelines are met and compliance with the state and federal government are achieved.

9.2 The Subrecipient shall submit *quarterly* activity reports to the County. Reports shall be submitted by the agreed-upon date and format. If any photographs were taken during the quarter, the Subrecipient shall provide via email project photographs in jpg format, explanations of the photographs, and a summary of progress in for each action item, suitable for posting to a project-related web page.

9.3 If all required documentation and cooperation are not provided by the Subrecipient to the County, the County may withhold further payments until such documentation and cooperation are completed. The County may terminate the Agreement with the Subrecipient if reports are not received within thirty (30) days after written notice from the County.

9.4 Upon reasonable notice, the Subrecipient shall provide such additional Project updates or information as may be required by the County. "Reasonable notice" shall be defined as ten (10) business days. Subrecipient may request additional time in writing if the conditions warrant and if information cannot be assembled within the reasonable notice timeframe.

10.0 MONITORING

10.1 The Subrecipient shall constantly monitor the project performance under this Agreement to ensure that time schedules are being met; the Scope of Work is being accomplished within specified time periods and other performance goals are being achieved. Such a review shall be made for each function or activity as set forth in Attachment A to this Agreement and the terms and conditions of the Agreement. The County may perform on-site or other types of Project monitoring as it deems necessary. Should activities or deliverables be found to be insufficient in meeting the stated terms of this contract, the County may request explanations, amendments or further specifications to the submitted report to which the Subrecipient shall promptly respond.

11.0 LIABILITY

11.1 The Subrecipient agrees to be fully responsible for its own negligent acts or omissions or tortuous acts. Nothing herein shall be construed as consent by the County or a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12.0 INDEPENDENT CONTRACTOR

12.1 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance.

13.0 GENERAL INDEMNIFICATION

13.1 General *Tort Indemnity*. The Subrecipient agrees to and will at all times indemnify, save and hold harmless the County from all liability and claims, demands, damages and costs of every kind and nature, including attorney's fees at trial or appellate levels, and all court costs arising out of injury to or death of persons and damages to any and all property including loss of use thereof resulting from or in any manner arising out of the negligence of Subrecipient, or its employees, agents, contractors, and/or subcontractors, or those under their control's performance under this Agreement. The Subrecipient shall, upon request from the County, defend and satisfy any and all suits arising from its negligent use of the premises.

13.2 *Environmental Indemnity.* The Subrecipient agrees to and will at all times indemnify, defend and hold harmless the County from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or in connection with (a) the negligent actions or activities of the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to such negligent actions or activities, (b) any environmental, health and safety liabilities arising out of or relating to the negligent operation or other activities performed in connection with this Agreement by the Subrecipient , its employees, agents, contractors, and/or subcontractors, or those under their control at any time or on prior to the day and year first above written or (c) any bodily injury,(including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction, and deprivation of the use of real property) or other damage of or to any person in any way arising from any hazardous activity negligently conducted by the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control. The County will be entitled to control any remedial action; any proceeding related to an environmental claim.

13.3 Violation of *Laws Indemnity.* The Subrecipient agrees to and will at all times indemnify, defend and hold harmless the County from including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state or municipal laws, statutes, ordinances, resolutions, rules or regulations, by the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control.

13.4 *Breach of Representations, Warranties and Obligations Indemnity.* The Subrecipient agrees to and will at all times indemnify, defend and hold harmless the County from including, without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement or (b) any breach of any covenant or obligation of the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control set forth in this Agreement or any other certificate, document, writing or other instrument delivered by the Subrecipient, its employees, agents, contractors, and/or subcontractors, or those under their control pursuant to this Agreement.

14.0 DEFAULT, REMEDIES, NON-COMPLIANCE, TERMINATION

14.1 If any of the following events occur ("Events of Default), all obligations on the part of the County to make any further payment of funds hereunder shall, if the County so elects, terminate and the County may at its option exercise any of the remedies set forth herein; the County may take, any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further payment:

(a.) If any warranty or representation made by Subrecipient in this Agreement or any previous Agreement with the County shall at any time be false or misleading in any respect, or if the Subrecipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the County, and has not cured such in a timely fashion or is unable or unwilling to meet its obligations thereunder;

(b.) If any reports required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete or insufficient information;

(c.) If the Subrecipient failed to perform and complete in a timely fashion any of the Project work required under the Budget and Scope of Work attached hereto as Attachments A;

14.2 Upon the happening of an Event of Default, then the County may, at its option, upon written notice to the Subrecipient and upon the Subrecipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude the County from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(a.) Terminate this Agreement, provided that the Subrecipient is given at least fifteen (15) days prior to the written notice of such termination. The notice shall be effective when placed in the United States mail, postage prepaid by registered or certified mail-return receipt requested, to the address set forth in paragraph 15.0 herein;

(b.) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c.) Withhold or suspend payment of all or any part of a request for payment;

(d.) Exercise any corrective or remedial actions, to include, but not be limited to, requesting additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Subrecipient to suspend, Subrecipient to reimburse the County for the amount of costs incurred for any items determined to be ineligible; and,

(e.) Exercise any other action or remedies which may be otherwise available under law.

14.3 The County may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, material misrepresentation in the grant application; misuse of funds; fraud, lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Subrecipient to permit public access to any document, paper, letter or other material forming part of the Project documents.

14.4 The Subrecipient shall return funds to the County if found in non-compliance with laws, rules, and regulations governing the use of the funds made available pursuant to this Agreement.

14.5 This Agreement may be terminated by the written mutual consent of both parties.

14.6 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Subrecipient. The County may withhold any payments to the Subrecipient, from this or any other agreement between the Subrecipient and the County, for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

15.0 NOTICE AND CONTACT

15.1 All notices provided under or pursuant to this Agreement shall be in writing, either through email, hand delivery, first-class mail, certified mail or return requested to the representative identified below and the said notification attached to the original of this Agreement.

15.2 The names and addresses of the County contract managers for this Agreement are:

Name:	**Naisy Dolar**
Title:	**Grants, Finance & Compliance Senior Manager**
Address:	**6051 Old Bagdad Hwy, Suite 301**
	Milton, FL 32583
Telephone:	**(850) 981-2019**
Email:	**naisyd@santarosa.fl.gov**

Name:	**Michael Criddle**
Title:	**Project Manager**
Address:	**25 West Cedar St., Suite 350**
	Pensacola, FL 32502
Telephone:	**(706) 594-0425**
Email:	**mike.criddle@jacobs.com**

15.3 The names and addresses of the Representatives of the Subrecipient responsible for the administration of this Agreement are:

Technical/Project Manager Representative

Name:	**Nick Prather**
Title:	**Project Manager**
Address:	**1070 Shoreline Drive**
	Gulf Breeze, FL 32561
Telephone:	**(850) 203-6036**
Email:	**nprather@gulfbreezefl.gov**

Financial/Administrative Representative

Name:	**Tanya Strickland**
Title:	**Finance Director**
Address:	**1070 Shoreline Drive**
	Gulf Breeze, FL 32561
Telephone:	**(850) 934-5113**
Email:	**tstrickland@gulfbreezefl.gov**

15.4 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in Section 15.2 and 15.3 above.

16.0 OTHER PROVISIONS

16.1 The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in the Application, in any subsequent submission or response to the County request or in any submission or response to fulfill the requirements of the Agreement and such information, representations and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the County and with thirty (30) days of written notice to the Subrecipient, cause the termination of this Agreement and the release of the County from all its obligations to the Subrecipient.

16.2 This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall lie in Santa Rosa County. If any provision hereof is in conflict with any applicable Statute or Rule or is otherwise unenforceable, then such provision shall be deemed severable but shall not invalidate any other provision of this Agreement.

16.3 No waiver by the County of any right or remedy granted hereunder or failure to insist on strict performance by the Subrecipient shall affect or extend or act as a waiver of any other right or remedy of the County hereunder, or affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the Subrecipient. Any power approval or disapproval granted to the County under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

16.4 The Agreement may be executed in any number of counterparts any one of which may be taken as an original.

17.0 AUDITS AND FINANCIAL REQUIREMENTS

17.1 The Subrecipient agrees to maintain receipts and other documents in order to account for the receipt and expenditure of funds under this Agreement.

17.2 These records shall be available at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the County. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m. local time, Monday through Friday.

17.3 The Subrecipient shall also provide the County with the records, reports, or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

17.4 The Subrecipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this contract for a period of three (3) years after the date of the submission of the final expenditure report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

18.0 SUBCONTRACTS

18.1 If the Subrecipient subcontracts any or all of the work required under this Agreement, the Subrecipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this Agreement with the County.

18.2 The Subrecipient agrees to include in the subcontract that the subcontractor shall hold the County and the Subrecipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work with the County.

18.3 Contractual arrangements shall in no way relieve the Subrecipient of his responsibility to ensure that all funds issued pursuant to this Agreement be administered in accordance with all State and Federal requirements.

19.0 TERMS AND CONDITIONS

19.1 The Agreement constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by either party hereunder. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding.

20.0 ATTACHMENTS

20.1 All attachments to this Agreement are incorporated as if set out fully herein.

20.2 In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling but only to the extent of such conflict or inconsistency.

20.3 This Agreement has the following attachments:

Attachment A	Scope of Work & Budget
Attachment B	FDEP Agreement # DH022

21.0 STATE LOBBYING PROHIBITION

21.1 No funds or resources received from the County in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or the County of Santa Rosa.

22.0 LEGAL AUTHORIZATION

22.1 The Subrecipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement. The Subrecipient also certifies that the undersigned possesses the authority to legally execute and bind the Subrecipient to the terms of this Agreement, and that the undersigned are all persons having legal or equitable title to the property on which the Project is being accomplished.

23.0 ASSURANCES

23.1 The Subrecipient shall comply with the Statement of Assurances incorporated as Attachment I. Failure of the Subrecipient to comply with the Program Statutes, Executive Orders, agreements and regulations in Attachment I of this Agreement shall be cause for the immediate suspension of payments or the immediate termination of this Agreement.

24.0 SECTION HEADINGS

24.1 Section headings appearing herein are inserted for convenience or reference only and shall in no way be construed to be interpretations of text.

25.0 CONSTRUCTION

25.1 Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as *"Fortius Contra Preferentum*" shall not be applied to the interpretation of this Agreement.

[Remainder of this page intentionally left blank. Signature page follows immediately.]

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

SUBRECIPIENT:

By: _____

Name: _____

Date: _____

SANTA ROSA COUNTY, FLORIDA

By: _____
Colten Wright, BOCC Chair

ATTEST:

_____
Clerk of Court

DATE: _____

Attachment A

SCOPE OF WORK

Septic to sewer conversion of up to 219 parcels in the City of Gulf Breeze in the West Bay Shore service area. This locations were identified due to the proximity to the Pensacola Bay watershed.

Construction activities include installation of pump station and force main (if required), gravity sewer mains, manholes, new service laterals with connections to the new main and septic tank abandonment for existing homes on septic systems that will convert to the gravity sewer system. In addition, all required force mains as well as individual pump stations for homes in this area that will require low pressure sewer system for conversion.

TASKS AND DELIVERABLES

Task 2 in DH022 Grant Workplan – Procurement of Engineering Services

Task Description:
Sub-recipient, as applicable, will engage, through the Utility's standard procurement process, a qualified engineering consultant to prepare engineering, design, construction documents, bid documents, and all required permit applications necessary to construct their portion of the Project. In addition, the sub-recipient may elect for the consultant to provide certain services during construction such as revised plans or specifications from the contractor and attending construction progress meetings. Each sub-recipient will develop a Contract and Scope of Services with the selected Engineering Consultant for the design, bid support, permitting, and limited construction support services described above, as applicable. It is recognized that some utility partners may have already procured or will secure Engineering Services for this project. Payment Request Schedule: Not applicable to this task.

Deliverable: Sub-recipient will submit a copy of the Contract and Scope of Services with the selected Engineering Consultant to the Grantee for review. After the Grantee reviews and approves each deliverable, it shall submit the executed copies of Contracts and Scopes of Services to the Department's Grant Manager.

Task 3 in DH022 Grant Workplan - Construction Documents and Permits

Task Description:
Prepare draft and final construction documents and obtain all permits required for construction of their portion of the Project.

Sub-task (3.1) - Permitting:
Sub-recipient will perform the necessary due diligence to determine all state, federal and local permits required to enable construction of the Project. Where applicable, the sub-recipient will arrange for and schedule pre-application meetings with the appropriate agencies to review the project and determine information to be provided prior to submitting the permit applications. After the pre-application meetings the sub-recipient will prepare any required permit applications for submittal to each of the local, state or federal agencies that require a permit(s) for construction of their portion of the Project. The sub-recipient will make complete responses to any requests for additional information (RAI) from the applicable agencies.

Deliverable: The sub-recipient will submit electronic copies of all permits, or other approvals for their portion of the Project to the County Grant and Program Managers for review, approval and submission to the FDEP Grant Manager to verify completion as described above.

Payment Request Schedule: Upon review and written acceptance by FDEP of deliverables under this sub-task, the sub-recipient may proceed with payment request submittal to the County Grant and Program Manager for cost-reimbursement. The subrecipient may submit a payment request to the Grantee for cost reimbursement no more frequently than quarterly. It is recognized that the sub-recipient may have already secured or will secure permits and approvals for this project and will not seek reimbursement for this subtask. Reimbursement for permit applications submitted prior to the execution of the subrecipient agreement is not allowed.

Sub-task (3.2) - Progressive Construction Documents:
The sub-recipient will prepare construction documents from a conceptual stage through final (100%) construction documents (Final Construction Documents), specifications, and cost estimates illustrating all technical components and requirements for the construction of their portion of the Project.

Deliverable: The sub-recipient will submit to the County Grant and Program Managers: (1) half scale 11"x17" hard copy and one (1) electronic PDF copy of the final plans and technical specifications for their portion of the Projects for review, approval and submission to the FDEP Grant Manager to verify completion as described above.

Payment Request Schedule: Upon review and written acceptance by FDEP of deliverables under this sub-task, the sub-recipient may proceed with payment request submittal to the County Grant and Program Manager for cost-reimbursement. The subrecipient may submit a payment request to the Grantee for cost reimbursement no more frequently than quarterly. It is recognized that the sub-recipient may have already secured or will secure permits and approvals for this project and will not seek reimbursement for this subtask. Reimbursement for the costs of construction documents under preparation or authorized for preparation prior to the execution of the subrecipient agreement are not allowed.

Task 4 in DH022 Grant Workplan - <u>Bidding and Contractor(s) Selection</u>

Task Description:
Sub-recipient shall prepare a bid package, publish public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with its procurement process, to select one or more qualified and licensed contractors to complete construction of their portion of the Project. Sub-recipient may also procure the services of qualified construction, engineering and inspection (CEI) firm to oversee the construction contractor. Payment Request Schedule: Not applicable to this task.

Sub-task (4.1) - Construction Contract:
The sub-recipient will prepare bid documents, and through its standard procurement process, will: 1) prepare an invitation to bid and release the project, or project area for competitive bids; 2) review all bids submitted; 3) prepare and execute a contract with the selected construction contractor; and 4) issue a Notice to Proceed to the construction contractor.

Deliverables: Once executed, the sub-recipient will submit electronic copies of the following to the County Grant and Program Managers: 1) the invitation to bid and associated bid documents; and 2) the executed construction contract for review, approval and submission to the FDEP Grant Manager to verify completion as described above.

Subtask (4.2) - Construction Inspection Contract:

The sub-recipient may also procure the services of the design and permitting consultant qualified construction, engineering and inspection (CEI) firm to oversee the Construction Contractor to ensure the construction conforms to the design plans and specifications, and any permit requirements. The CEI firm will also review documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision. Payment Request Schedule: Not applicable to this task.

Deliverables: Sub-recipient will submit an electronic copy of the sub-recipient's executed contract with the CEI firm to the County Grant and Program Managers, where applicable for review, approval and the submission to the FDEO Grant Manager to verify completion as described above.

Performance Standard: Upon review and written acceptance by the FDEP Grant Manager of all deliverables under this subtask, and subtask 4.2, the Subrecipient may proceed with the Construction of their portion of the Project as described in Task 5.

Task 5 in DH022 Grant Workplan - <u>Construction and Inspection of the Project</u>

Task Description:
Each sub-recipient will properly abandon the septic systems in accordance with rule 62-6.011 Florida Administrative Code (F.A.C.) and connect the participating single-family residences to the Utility's wastewater collection and treatment system. The subrecipient will submit through the FDEP's GIS web-interface data collection tool parcel level data identifying parcels connected to sewer along and potential connections with associated grant information. The sub-recipient will construct and inspect the Project in accordance with this agreement, FL TIG's Final Restoration Plan 3 and Environmental Assessment, the design plans and specifications, bid documents and construction contract(s) accepted by the FDEP's Grant Manager in Tasks 1, 2, 3, and 4 and in accordance with all permits issued by local, state and/or federal agencies.

Deliverables: Sub-recipient will submit the following to the County Grant and Program Manager for review, approval and submission to FDEP's Grant Manager: 1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by FDEP's Grant Manager; 2) a list of addresses and types of the properties connected; 3) proof of septic abandonment and connection for each property, as evidenced by copies of invoices for the abandonments and connections by a licensed plumber, utility contractor, or building contractor and 4.) list of address of potential connections. In addition, the sub-recipient shall provide a log of abandonment inspections per Rule 62-6.011(3), F.A.C. For the final documentation, the subrecipient will also submit to the County and Program Manager 4) an email from FDEP's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Payment Request Schedule: Upon review and written acceptance by FDEP's Grant Manager of submitted deliverables under this subtask, the sub-recipient may proceed with payment request submittal to the County Grants and Program Manager, as applicable. The sub-recipient may submit a payment request for cost reimbursement no more frequently than quarterly.

Proposed Budget in Application

The total grant budget allocation for this project shall not exceed $6.00M for septic to sewer conversion for identified locations. Below is the initial cost estimate as submitted in the approved application under grant agreement DH022. The Subrecipient shall submit budget modification requests with justification to the County Grant Manager and Program Manager for review and approval.

Partner and Project List		Gulf Breeze Regional Water System					
Project Area	**Closest Water Body**	**# of potential connections**	**E&D**	**Construction Estimate**	**Total E&D and Construction Estimate**	**NRDA FL TIG 2022 Request**	**NRDA FL TIG# potential connections**
West Bayshore	Pensacola Bay	219	$800,000	$5,202,948	$6,002,948	$6,002,948	219
				TOTAL	$6,002,948	$6,002,948	219

Attachment B

FDEP Agreement

GULF BREEZE REGIONAL WATER SYSTEM

Division of Gulf Breeze Public Works Department

Memorandum

To: Samantha D. Abell, City Manager

From: Zach Lewis, Utility Manager

Thru: Jeff Huggins, Director of Public Works

Date: June 30, 2026

Subject: Authorize the "Sole Source" Purchase and Installation of Two (2) Replacement Base Stations and One (1) Additional Base Station for Sensus Data Collection in the amount of $179,353.34

REQUEST:
That the City Council authorize the purchase and installation of two (2) replacement base stations for the Gulf Breeze Regional Water System and one (1) new base station for the Gulf Breeze Natural Gas System from Sensus USA through Core & Main, in the amount of $179,353.34, utilizing the Sole Source Purchasing Method pursuant to Section 5.6(a)(ii) of the City's Purchasing Policies and Procedures.

BACKGROUND:
In 2014, the City entered into an agreement with Sensus to implement automated water meter reading services, along with data storage and reporting software. This system reduced the labor required for manual meter readings and was part of a broader Energy Savings Agreement that replaced older meters, improving accuracy and reducing water loss.

It was also noted during early studies that there may be issues when retrieving data from natural gas meters in the far east end of the franchise area due to the location of the second base station at the elevated water tank in The Oaks subdivision. It has always been the staff's intention to have a third base station installed at the eastern end of the system.

DISCUSSION:
During budget preparation meetings for the FY26 budget cycle, the new base station was proposed as a potential capital improvement. During discussions with Sensus about the project's likely costs, it was noted that our two existing base stations are now 12 years old. The typical service life of those units is ten years.

The approximate time frame for the completed project is 10 weeks from the time of Council approval.

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

Staff is requesting that both older units be replaced along with the addition of the eastern most unit to ensure complete coverage of the system and long term reliability of data collection.

Staff is utilizing the "Sole Source" purchase method pursuant to Section 5.6(a)(II) of the City Purchasing Policy and Procedures which states: *Sole source or Standardization proprietary procurements are exempt from the applicable competitive procurement procedures set forth in these Policies when the following criteria are met and documented: (ii) The item(s) or services are available from only one source of supply or from only one source of supply that is within reasonable proximity to the City.*

Core & Main LP is the sole Authorized Distributor of Sensus products for the state of Florida. This includes Water and Electric Metrology, AMI/ AMR systems, and associated equipment. A copy of the manufacturer's sole source letter is attached.

FINANCIAL IMPACT:
This capital project is funded by the approved FY26 budget. $121,770.00 was approved for Gulf Breeze Regional System improvements and $60,000.00 was approved for Gulf Breeze Natural Gas. This total amount should fully fund the project.

RECOMMENDATION:
That the City Council authorize the purchase and installation of two (2) replacement base stations for the Gulf Breeze Regional Water System and one (1) new base station for the Gulf Breeze Natural Gas System from Sensus USA through Core & Main, in the amount of $179,353.34, utilizing the Sole Source Purchasing Method pursuant to Section 5.6(a)(ii) of the City's Purchasing Policies and Procedures.

ATTACHED:
Gulf Breeze - Base Stations (3) w-Install_Gulf Breeze_FL_Bid#_3861698_6-19-2026_1108_AM
Core and Main FL_Sole Source_1.21.2026

Bid Proposal for Gulf Breeze - Base Stations (3) w/Install

CUSTOMER

CITY OF GULF BREEZE
1108 Coronado Dr
Gulf Breeze, FL 32563
Contact: Zach Lewis
(T) 850-781-4993
zlewis@gulfbreezefl.gov

Job
Gulf Breeze - Base Stations (3) w/Install
Gulf Breeze, FL
Bid Date: 06/19/2026
Bid #: 3861698

CONTACT

Sales Representative
John Wood
(M) 850-393-9158
(T) 850-478-6372
(F) 850-478-4323
John.Wood@coreandmain.com

Core & Main
8782 Paul Starr Dr
Pensacola, FL 32514
(T) 8504786372



Bid Proposal for Gulf Breeze - Base Stations (3) w/Install

CITY OF GULF BREEZE
Job Location: Gulf Breeze, FL
Bid Date: 06/19/2026
Core & Main Bid #: 3861698

Core & Main
8782 Paul Starr Dr
Pensacola, FL 32514
Phone: 8504786372
Fax: 8504784323

Seq#	Qty	Description	Units	Price	Ext Price
10		**CITY HALL**			
20		**M420B MOUNTED ON MONOPOLE**			
30		**PROVIDED BY OTHERS**			
40	1	M420B W/SPM-900	EA	40,610.00	40,610.00
50	1	INSTALL M420B @ CITY HALL	EA	16,910.00	16,910.00
60	1	BASE STATION CERTIFICATION	EA	2,700.00	2,700.00
		REPURPOSE EXISTING MODEM			
90		**OAKS TANK**			
100	1	M420B W/SPM-900	EA	40,610.00	40,610.00
110	1	INSTALL M420B @ OAKS TANK	EA	18,240.00	18,240.00
		INCLUDES REMOVAL OF EXISTING			
		COAX,ANTENNA, & S50			
140	1	BASE STATION CERTIFICATION	EA	2,700.00	2,700.00
		REPURPOSE EXISTING MODEM			
170		**RECLAIM TANK**			
180	1	M420B W/SPM-900	EA	40,610.00	40,610.00
190	1	INSTALL M420B @ RECLAIM TANK	EA	13,173.34	13,173.34
200	1	BASE STATION CERTIFICATION	EA	2,700.00	2,700.00
210	1	SIERRA WIRELESS MODEM W/ANTENN	EA	1,100.00	1,100.00
				YEAR 1 TOTAL	**179,353.34**
230		**YEAR 2**			
240	3	BASE STA. PROTECTION PLAN YR 2	EA	2,764.40	8,293.20
260		**YEAR 3**			
270	3	BASE STA PROTECTION PLAN YR 3	EA	2,847.34	8,542.02
290		**YEAR 4**			
300	3	BASE STA PROTECTION PLAN YR 4	EA	2,932.76	8,798.28
320		**YEAR 5**			
330	3	BASE STA PROTECTION PLAN YR 5	EA	3,020.75	9,062.25
350		**YEAR 6**			
360	3	BAS STA PROTECTION PLAN YR 6	EA	3,111.38	9,334.14
380		**M420B INSTALL PRICING BASED**			
390		**ON PERFORMING ALL (3) INSTALLS**			
400		**IN ONE TRIP.**			
410		**IF ADDITIONAL TRIP IS REQUIRED**			
420		**A MOBILIZATION FEE OF $4000**			

Bid Proposal for Gulf Breeze - Base Stations (3) w/Install

Bid #: 3861698

Seq#	Qty	Description	Units	Price	Ext Price
430		**WILL BE ADDED**			
				Sub Total	**223,383.23**
				Tax	0.00
				Total	**223,383.23**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

January 21, 2026

Re: Sole Source

To Whom It May Concern:

Sensus, USA is pleased to announce that Core & Main LP is the sole Authorized Distributor of Sensus products for the state of Florida. This includes Water and Electric Metrology, AMI/ AMR systems, and associated equipment. Please contact Core & Main LP for all of your Sensus needs. Purchasing Sensus, USA products from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water & electric measurement equipment and support in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist

639 Davis Drive
Morrisville, NC 27560 USA
T: 919.538.2098
trena.simmons@xylem.com
sensus.com

Memorandum

To: Samantha D. Abell, City Manager

From: Zach Lewis, Utility Manager

Thru: Jeff Huggins, Director of Public Works

Date: June 18, 2026

Subject: Authorize the Cooperative Purchase of One Portable Pump from Xylem Dewatering Solutions for $64,622.85 from Xylem Utilizing the Florida Sheriff's Association Contract FSA20-EQU18.0

REQUEST:
That the City Council authorize the cooperative purchase of a portable pump from Xylem Dewatering Solutions for $64,622.85, through the Florida Sheriff's Association Contract FSA23-EQU21.0 for the Gulf Breeze Regional Water System.

DISCUSSION:
Gulf Breeze Regional Water System is responsible for operating and maintaining the water and sewer systems both inside and outside the city limits. The requested portable pump will increase our current stock from 6 to 7 pumps; however, the GBRWS, to meet operational efficiency, demand, and emergency activities, requires a minimum of 7 pumps to optimally service our GBRWS area. Recognizing this, the Council budgeted for pumps in this year's Capital Improvement Plan schedule.

These pumps are essential for staff to maintain and operate our system, which includes 89 lift stations in the collection system and a master lift station at the Water Reclamation Facility. This pump will also be made available to other departments in emergency situations, if needed.

The pump will be purchased through the Florida Sheriffs Association Contract No. FSA23-EQU21.0, which was competitively procured in accordance with applicable laws and meets the requirements of Section 5.8, Cooperative Purchasing, of the City's Purchasing Policies and Procedures.

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

FINANCIAL IMPACT:
The pump is included in this year's schedule for the FY26 Capital Improvement Plan budget, 400-0900-564.64-00.

RECOMMENDATION:
That the City Council authorize the cooperative purchase of a portable pump from Xylem Dewatering Solutions for $64,622.85, through the Florida Sheriff's Association Contract FSA23-EQU21.0 for the Gulf Breeze Regional Water System.

ATTACHED:
City of Gulf Breeze SQ 191004293_
Xylem_Dewatering._FSA23-EQU21.0_Equipment._Build_Sheets_sl
Xylem._FSA23-EQU21.0._Equipment._vloptions (1)

22 Floodgate Road
Bridgeport, NJ 08014
Tel: 856-467-3636
Fax:
www.grindex.com

April 9, 2026

Mr. Zachary Lewis
City of Gulf Breeze
1070 SHORELINE DR
Gulf Breeze, FL 32561-4702

Phone: 850-781-4993
Email: zlewis@gulfbreezefl.gov

RE: CD150S-CS - FSA
Sale Quotation 191004293

Dear Mr. Lewis:

Thank you for your interest in Xylem Dewatering Solutions Inc, and our line of Dri-Prime pumps.

I have prepared the following quote for our model CD150S with sound attenuated enclosure and trailer.

The CD150S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability.

The enclosure consists of 14 gauge sheet metal lined with 1" and 2" layers of polydamp acoustical sound deadening material. The engine is designed with a critical grade silenced muffler, silenced the priming exhaust, and isolated engine vibration to further reduce operating noise. Hinged, lockable doors provide convenient access to operating controls and service locations. Sound levels are approximately 69 dBA at 30 feet.

All pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.1, Specification #313. There are no delivery / freight charges when utilizing the FSA Contract.

Please call or contact me at your convenience with any additional questions or comments regarding this quote or additional needs.

Sincerely,

Jay Andrade
Outside Sales Representative

JA / jr

22 Floodgate Road
Bridgeport, NJ 08014
Tel: 856-467-3636

xylem Let's Solve Water
godwin FLYGT

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
		Contract Items:		
A	1	Dri-Prime CD150S Critically • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted, • Spill Containment, 110% Fuel Containment	$ 50,119.00	$ 50,119.00
B	1	Global Series 6 Trailer Kit • with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits N32-10374	14,014.64	14,014.64
C	1	PrimeGuard Float Set • w/ 65' Mechanical Floats	489.21	489.21

A signed copy of this Quotation is acceptable as a binding contract.

Signature:	**Name: (PLEASE PRINT)**
Company/Utility:	**Reference #:**
Address:	**Date:**
	Phone:
	Email:
	Fax:

NET SALE TOTAL	**$ 64,622.85**

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.

QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Gulf Breeze ***Attention:*** ***Zachary Lewis***

Date: 4/9/2026 ***Quote #191004293***

CONTRACT DETAILS

FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION
BID #: FSA23-EQU21.1
Item #:313, 6 INCH MOBILE PUMP PACKAGE
EFFECTIVE: OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026

CONTRACT PRICING

BASE	BASE BID - Godwin CD150S 6" Isuzu FT4 Dri-Prime Diesel Pump-Trailer	1	50,119.00	50,119.00
ADD	Upgrade to CD150S-CS 6" FT4 Isuzu / Trailer	1	14,014.64	14,014.64
	CONTRACT PRICING TOTAL			**64,133.64**

SPECIFIED OPTIONS		QTY	UNIT PRICE	
CAPGMA005	PrimeGuard Float Set	1	489.21	489.21
	SUB TOTAL			489.21
	SPECIFIED OPTIONS TOTAL			**489.21**

NON-SPECIFIED OPTIONS		QTY	UNIT PRICE	
				0.00
	SUB TOTAL			0.00
20%	Contract Discount LESS			0.00
	NON-SPECIFIED OPTIONS TOTAL			**0.00**

TOTAL CD150S-CS **64,622.85**

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

xylem
Let's Solve Water

Godwin CD150S Dri-Prime® Pump



The Godwin CD150S Dri-Prime pump is a versatile, general purpose dewatering pump designed for use in the industry's most challenging construction, municipal, industrial and emergency response applications. This rugged pump is ideally suited for tough dewatering jobs, and is the reliable choice for rental solutions.

The CD150S is a member of the Godwin S Series of Smart pumps, equipped with a new generation of Field Smart Technology (FST) for remote monitoring and control. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability, the CD impeller is now interchangeable with a Flygt N-Technology non-clog impeller, providing the flexibility to tackle stringy, modern wastewater applications with the same pump.

Specifications

Suction connection	6 in (150 mm) flange
Delivery connection	6 in (150 mm) flange
Max capacity	2290 USGPM (520 m³/hr) †
Max impeller diameter	11.8 in (300 mm)
Max solids handling	3 in (75 mm)
Max operating temp	176 °F (80°C) *
Max working pressure	91 psi (6.3 bar)
Max suction pressure	58 psi (4 bar)
Max casing pressure	138 psi (9.5 bar)
Max operating speed	2200 rpm

* Please contact our office for applications in excess of 80°C (176°F).
† Larger diameter pipes may be required for maximum flows.

Features and benefits

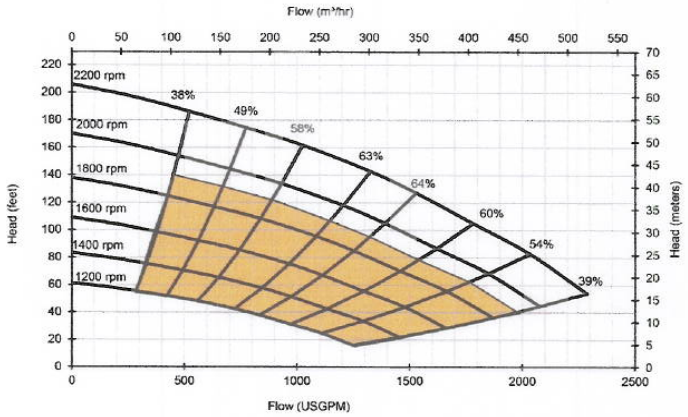
- Interchangeable impellers to tackle a full range of solids handling applications.
- Field Smart Technology (FST) allows the user to monitor & control the pump from anywhere in the world.
- New compressor belt tensioner reduces time to change and adjust belt to approximately 30 minutes.
- New sight glass and measuring stick added to monitor level and quality of mechanical seal oil.
- Improved hydraulic design reduces vibration, maximizes efficiency and fuel economy.
- Diesel Oxidative Catalyst (DOC) technology maximizes available power from diesel engine, and reduces maintenance and downtime.
- Fully automatic priming from dry to 28 feet (8.5 m).
- Venturi priming requires no adjustment or control.
- Available as open set or Sound Attenuated Enclosure.
- Standard build engine Isuzu 4LE2X (EPA Final Tier 4).
- Other engine options available.
- Optional environmentally friendly skid base contains all fluid spills.

godwin
a xylem brand

Godwin CD150S Dri-Prime® Pump

Performance curve

Pump curve is based on 0ft (0m) dynamic suction lift.



Suction lift table 1800 rpm

Performance data provided in tables is based on water tests at sea level and 20°C (68°F) ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.

Total suction Head (feet)	Total Delivery Head (feet)				
	30	43	56	69	82
	Output (USGPM)				
10	1852	1710	1520	1314	1140
15	1789	1646	1441	1251	1061
20	1741	1567	1361	1172	934
25	1678	1425	1251	1061	823

200GPA0001580, Issue -



Open trailer

Fuel capacity 60 US Gal (227 liters)
Weight dry 2750 lb (1250 kg)
Weight wet 3170 lb (1440 kg)
Dimensions L 119 in x W 66 in x H 87 in
(L 3023 mm x W 1676 mm x H 2210 mm)



Sound attenuated enclosure

Noise @ 23 ft (7m) 66 db(A)
Fuel capacity 80 US Gal (303 liters)
Weight dry 3100 lb (1410 kg)
Weight wet 3680 lb (1670 kg)
Dimensions L 101 in x W 43 in x H 70 in
L 2565 mm x W 1092 mm x H 1778 mm

Materials

Pump casing	Cast Iron BS EN 1561/EN-JL1030
Wearplates	Cast Iron BS1561:1997
Pump shaft	Carbon steel BS970:1991 817M40T
Impeller	Cast Steel BS3100 A5 Hardness to 200 HB Brinell
Mechanical seal faces	Silicon carbide Vs Silicon carbide

Engine

Engine Isuzu 4LE2X
Engine power 62 hp (46.2 kW) max engine rating
Emissions standard EPA Final Tier 4
Fuel consumption @ 1800 rpm 2.6 USGal/hr (10 l/hr)

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

xylem
Let's Solve Water

Xylem Dewatering Solutions
84 Floodgate Rd.
Bridgeport, NJ 0814 United States
Tel (856) 467-3636
Fax (856) 467-4841
www.xylem.com/godwin

Specifications and illustrations are subject to revision without notice. Xylem makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use.

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xylem
Let's Solve Water

Mr. Michael Sturgill
Xylem Dewatering
202 Winston Creek Pkwy
Lakeland, FL 33810

Re: CD150S pump weight calculation
MR3415

Michael:

Please find the following weight calculation for the new CD150S on the GP60 trailer with the Isuzu 4LETX engine. Please note the calculation includes the weight of a full fuel tank:

Component	unit weight in Lbs	Description
pump	700	CD150S standard pump
engine	837	Isuzu 4LE2X engine
trailer	570	GP60 trailer
fuel tank	449	GP60 trailer
lift frame	105.3	GP60 trailer
fuel	420	60 gallons
misc	90	Coupling, battery, iso mounts, etc
total combined weight	3,171	
GP60 Trailer capacity		
axle weight	3500	
tongue weight	350	Design is for 10% of weight on hitch
total GVWR	3850	

godwin FLYGT

xylem
Let's Solve Water

The combined weight full of fuel is 3,170lbs. The trailer has a gross vehicle weight rating for 3,850lbs , with 3,500lbs on the axle allowed. The trailer has sufficient capacity for the pump and engine comination we are offering.

Please advise of any questions or concerns with data I have presented above. Thank you for your continued support as we transition our fleet to the new Xylem Cloud.

Sincerely,

Michael Ramos
Director of Engineering
Xylem Dewatering Solutions
84 Floodgate Road, Bridgeport, NJ 08014
Office: 856.467.3636 Direct: 856.241.4919

MJR/s

Cc: Todd Huffman

godwin FLYGT

Engineering Specification

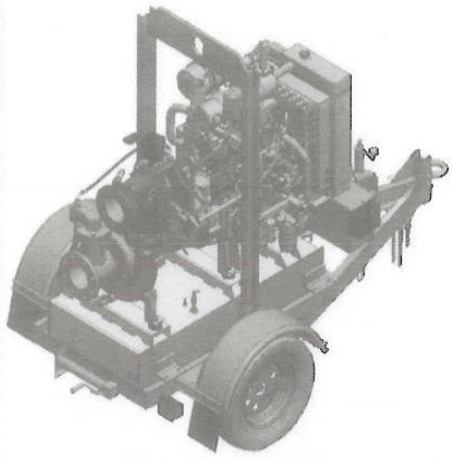
Prepared by: D. Bayley
Date: 07/2012

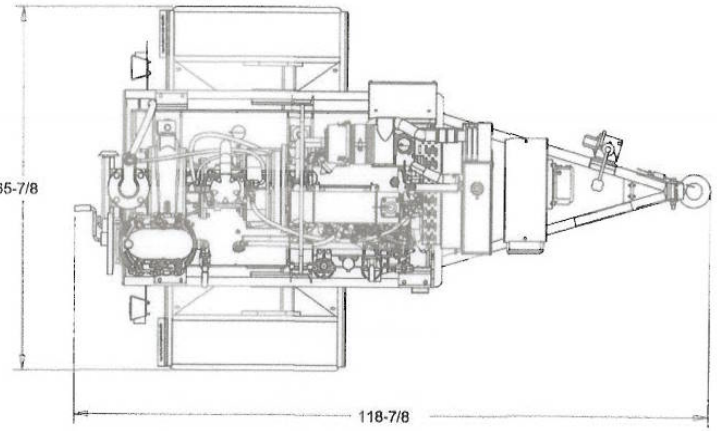
Model: N32-9186
GP60 EB Trailer w/LED Lights

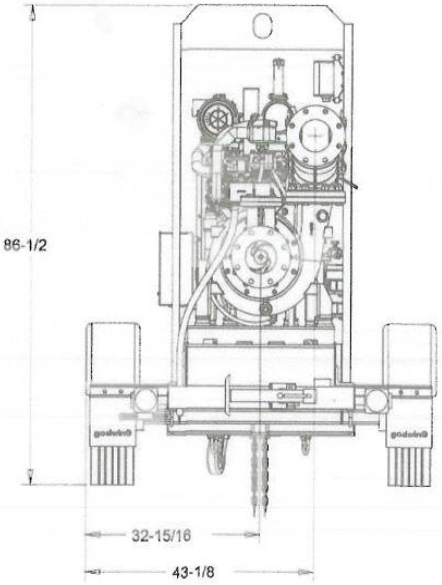
General:	GVWR:	3,850 lb		
	GAWR:	3,500 lb		
	Rated Payload:	3,280 lb		
	Est. Empty Weight:	570 lb		
	Overall Dimensions:	118-7/8" x 65-7/8" x 28-5/8" (L x W x H)		
	Inside Bed Dimensions:	58" x 33-3/8" x 17-5/8" (L x W x H)		
	Tongue Jack:	(1) 2,000 lb		
	Stabilizer Jack:	(1) 2,000 lb at Rear		
	Hitch:	3" Zinc Plated Eye w/5 position Adjustable Gusset		
	Safety Chains:	(2) 1/4" Proof Coil x 30", 5/16" Clevis Slip Hook w/Latch		
Running Gear:	Axle(s):	3,500 lb Torflex, U35		
	Brakes:	Electric w/Battery Tester/Charger & Break-Away Switch		
	Tires:	Size: ST205/75R15	Ply: Load Range C	Type: Bias ST
	Wheels:	Size: 15 x 5	Bolt Circle: 5 on 4.5	Type: Black Spoked
Finish:	Preparation:	Iron Phosphate conversion treatment, chromium free treatment		
	Primer:	Epoxy Ester High Solids Primer		
	Paint:	Polyurethane Two Component High Solids Enamel (when applicable)		
Electrical:	Lighting & Reflectors:	LED Lights installed to Federal DOT Requirements		
	Wire Harness:	Type GPT jacketed harness system with color coded wires and molded plugs		
	Electrical Connection:	6-Prong Plug		
Accessories:	Mud Flap Logo:	Godwin Pumps		
Part Numbers:	Frame Weld:	95840		
	Axle:	88509		

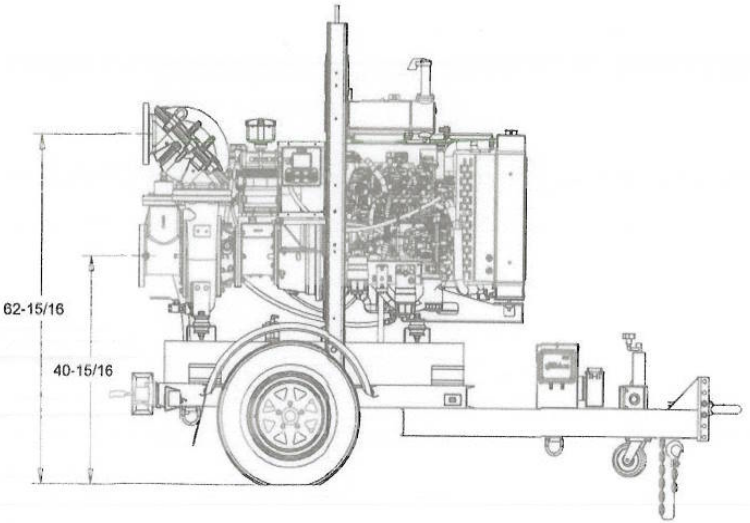
Dimensions are for Loaded Conditions

Note: All specifications are for fully loaded conditions; specifications are subject to change due to the constantly improving products.
* Empty weight does not reflect the weight of fuel and any optional items.









NOTES
1. DIMENSIONS IN INCHES
2. DO NOT SCALE DRAWINGS
3. CONSULT FACTORY FOR CERTIFIED DIMENSIONS
4. SUCTION FLANGE: 6"/150# ANSI RF
5. DISCHARGE FLANGE: 6"/150# ANSI RF

godwin a xylem brand	Xylem Dewatering Solutions	IF IN DOUBT - ASK	TOLERANCES unless otherwise stated	CREATED BY: Brolley, Colin - Xylem	WEIGHT: 2400 LBS SCALE: 0.070 1 of 4
		DO NOT SCALE	DIMENSIONS ARE IN INCHES	CREATED ON: 04-Dec-18 02:42:19 PM	SAP No: PMCD060DCN292
		THIRD ANGLE PROJECTION TPS TO ASME Y14	Angular: ±	MODIFIED BY: Brolley, Colin - Xylem	TITLE: CD150S NGDP 6" 4LE2X-FT4 PG RGT
		DIMENSIONS XXX	Fractional: ±	MODIFIED ON: 13-Mar-19 05:19:16 PM	Proprietary and Confidential
		SURFACE FINISH: XXX/XXX	2 Decimal(s): ±		REV: - C
			3 Decimal(s): ±		

Specification Number	Code	Description	Price - All Zones
313	CD100S 24 HP	Downgrade to 4" CD100S RGT 24HP Yanmar 3TNV88F-FT4 - 1900 RPM Limit - **DEDUCT**	13,961.93
313	CD100S	Downgrade to 4" CD100S RGT Yanmar 3TNV88C-FT4 - **DEDUCT**	4,294.87
313	CD103M	Downgrade to 4" CD103M RGT Izusu 4LE2T-FT4 - **DEDUCT**	3,370.16
313	CD150S	Downgrade to 6" CD150S RGT 50HP Motor - **DEDUCT**	21,164.20
313	NC80	Downgrade to 4" x 3" NC80 RGT Yanmar 3TNV80F-SDSA FT4 - **DEDUCT**	12,457.66
313	SD150M	Downgrade to 6" SD150M Trailer Mounted Isuzu 4LE2T-48HP FT4 - **DEDUCT**	15,597.26
313	SD150M-CS	Downgrade to 6" SD150M SAE Trailer Mounted Isuzu 4LE2T-48HP FT4 - **DEDUCT**	3,299.34
313	Flygt 2670.181	Downgrade to Flygt 2670.181 27HP 460V Motor W/ Manual Control Panel - **DEDUCT**	27,269.20
313	Double Diaphragm	Downgrade to 4" Double Diaphragm with Hatz Engine and Electric Start - **DEDUCT**	26,999.16
313	NC80-CS	Upgrade to 4" x 3" NC80 SAE Trailer Mounted Yanmar 3TNV80F SDSA FT4 - **ADD**	17,956.64
313	NC100S	Upgrade to 4" NC100S RGT Yanmar 3TNV88C FT4 - **ADD**	2,535.41
313	NC100S-CS	Upgrade to 4" NC100S SAE Trailer Mounted Yanmar 3TNV88C FT4 - **ADD**	22,951.34
313	CD100S-CS 24 HP	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 24HP 3TNV88F-FT4 - **ADD**	6,942.40
313	CD100S-CS	Upgrade to 4" CD100S SAE Trailer Mounted Yanmar 3TNV88C-FT4 - **ADD**	13,297.30
313	CD100MV	Upgrade to 4" CD150MV 60 CFM RGT Yanmar 3TNV88C FT4 - **ADD**	7,142.65
313	CD100MV-CS	Upgrade to 4" CD150MV 60 CFM SAE Trailer Mounted Yanmar 3TNV88C FT4 - **ADD**	28,980.64
313	HL80M	Upgrade to 4" x 3" HL80M Trailer Mounted Isuzu 4LE2X FT4 - **ADD**	2,487.38
313	HL80M-CS	Upgrade to 4" x 3" HL80M SAE Trailer Mounted Isuzu 4LE2X FT4 - **ADD**	22,691.68
313	CD103M-CS	Upgrade to 4" CD103M SAE Trailer Mounted 4LE2T-FT4 - **ADD**	17,038.45
313	CD140M	Upgrade to 4" CD140M RGT JCB TCAE-93 FT4 - **ADD**	21,018.09
313	CD140M-CS	Upgrade to 4" CD140M SAE Trailer Mounted JCB TCAE-93 FT4 - **ADD**	45,066.09
313	Heidra 103	Upgrade to Heidra 103 Pump Package RGT Isuzu 4LE2T FT4 - **ADD**	6,970.08
313	Heidra 150MR	Upgrade to Heidra 150MR Pump Package RGT Isuzu 4LE2T FT4 - **ADD**	12,331.29
313	CS150S-CS	Upgrade to 6" CD150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - **ADD**	14,014.64
313	CD160M	Upgrade to 6" CD160M Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	44,515.22
313	CD160M-CS	Upgrade to 6" CD160M SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	79,795.61
313	NC150S	Upgrade to 6" NC150S Series 6 Trailer Kit Isuzu 4LE2X FT4 - **ADD**	10,168.49
313	NC150S-CS	Upgrade to 6" NC150S SAE Global Canopy Series 6 Trailer Kit Isuzu 4LE2X FT4 - **ADD**	27,455.41
313	CD150MV	Upgrade to 6" CD150MV 120 CFM RGT JCB TCAE-55 FT4 - **ADD**	19,308.08
313	CD150MV-CS	Upgrade to 6" CD150MV 120 CFM SAE Trailer Mounted JCB TCAE-55 FT4 - **ADD**	45,080.14
313	HL125M	Upgrade to 6" x 4" HL125M RGT John Deere 4045HFC04 FT4 - **ADD**	48,948.26
313	HL125M-CS	Upgrade to 6" x 4" HL125M Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	87,176.96
313	CD225M	Upgrade to 8" CD225M RGT JCB TCAE-93 FT4 - **ADD**	28,222.40
313	CD225M-CS	Upgrade to 8" CD225M SAE Trailer Mounted JCB TCAE-93 FT4 - **ADD**	48,447.04
313	CD180M	Upgrade to 8" x 6" CD180M RGT John Deere 4045HFC04 FT4 - **ADD**	41,697.36
313	CD180M-CS	Upgrade to 8" x 6" CD180M SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	83,694.06
313	GRL200	Upgrade to 8" GRL200 Rotary Lobe Isuzu 4LE2T FT4 Engine, RGT - **ADD**	23,945.64
313	GRL200-CS	Upgrade to 8" GRL200 Rotary Lobe Isuzu SAE Isuzu 4LE2T FT4 Engine, RGT - **ADD**	46,607.40
313	CD180M	Upgrade to 8" x 6" CD180M RGT John Deere 4045HFC04 FT4 - **ADD**	41,697.36
313	CD180M-CS	Upgrade to 8" x 6" CD180M SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	83,694.06
313	HL200M	Upgrade to 8" x 6" HL200M RGT Caterpillar C7.1 2200 RPM Max FT4 - **ADD**	93,622.42
313	HL200M-CS	Upgrade to 8" x 6" HL200M SAE RGT Caterpillar C7.1 2200 RPM Max FT4 - **ADD**	135,178.74
313	CD250M	Upgrade to 10" CD250M RGT John Deere 4045HFC04 FT4 - **ADD**	45,003.01
313	CD250M-CS	Upgrade to 10" CD250M SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	72,776.69

313	HL225M	Upgrade to 10" CD250M RGT John Deere 4045HFC04 FT4 - **ADD**	155,956.09
313	HL225M-CS	Upgrade to 10" CD250M SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	190,206.77
313	DPC300	Upgrade to 12" DPC300 RGT John Deere 4045HFC04 FT4 - **ADD**	79,509.28
313	DPC300-CS	Upgrade to 12" DPC300 SAE Trailer Mounted John Deere 4045HFC04 FT4 - **ADD**	130,255.67
313	CD300M	Upgrade to 12" CD300M RGT Caterpillar C7.1 FT4 - **ADD**	120,773.39
313	CD300M-CS	Upgrade to 12" CD300M SAE Trailer Mounted Caterpillar C7.1 FT4 - **ADD**	192,529.11
313	HL250M	Upgrade to 12" x 10" HL250M Skid Mounted Caterpillar C15 FT4 - **ADD**	237,003.63
313	HL250M-CS	Upgrade to 12" x 10" HL250M SAE Skid Mounted Caterpillar C15 FT4 - **ADD**	262,531.49
313	CD400M	Upgrade to 18" CD400M Skid Mounted Caterpillar C9.3 FT4 - **ADD**	209,587.30
313	CD400M-CS	Upgrade to 18" CD400M SAE Skid Mounted Caterpillar C9.3FT4 - **ADD**	268,360.54
313	CD500M	Upgrade to 24" x 18" CD500M Skid Mounted Caterpillar C15 FT4 - **ADD**	289,893.28
313	CD500M-CS	Upgrade to 24" x 18" CD500M SAE Skid Mounted Caterpillar C15 FT4 - **ADD**	318,835.05
313	CD80M - Emergency Standby	Downgrade to 3" CD80M Emergency Standby Yanmar 3TNV76DASA /80 Gal UL Tank - **DEDUCT**	1,952.99
313	CD100S - Emergency Standby	Upgrade to 4" CD100S Emergency Standby Yanmar 3TNV88BDSA / 75 Gal UL Tank - **ADD**	1,692.10
313	CD103M - Emergency Standby	Upgrade to 4" CD103M Emergency Standby Mitsubishi S4Q2VSC IT4 / 80 Gal UL Tank - **ADD**	9,126.37
313	CD140M - Emergency Standby	Upgrade to 4" CD140M Emergency Standby John Deere 4045HF280 T3 / 150 Gal UL Tank - **ADD**	19,782.44
313	CD150S - Emergency Standby	Upgrade to 6" CD150S Emergency Standby John Deere 4045T290 IT4 / 90 Gal UL Tank - **ADD**	10,418.39
313	CD160M - Emergency Standby	Upgrade to 6" CD160M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - **ADD**	47,164.79
313	CD180M - Emergency Standby	Upgrade to 8" x 6" CD180M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - **ADD**	53,295.84
313	CD225M - Emergency Standby	Upgrade to 8" CD225M Emergency Standby John Deere 4045HF280 T3 / 150 Gal UL Tank - **ADD**	19,456.43
313	CD250M - Emergency Standby	Upgrade to 10" CD250M Emergency Standby John Deere 6068H285 T3 / 200 Gal UL Tank - **ADD**	44,745.79
313	CD300M - Emergency Standby	Upgrade to 12" CD300M Emergency Standby Caterpillar C9 T3 / 250 Gal UL Tank - **ADD**	124,366.38
313	DPC300 - Emergency Standby	Upgrade to 12" DPC300 Emergency Standby John Deere 6068H285 T3 / 150 Gal UL Tank - **ADD**	93,685.91
313	HL80M - Emergency Standby	Upgrade to 4" x 3" HL80M Emergency Standby John Deere 4045T290 IT4 - **ADD**	9,845.94
313	HL200M - Emergency Standby	Upgrade to 8" x 6" HL200M Emergency Standby John Deere 6068H485 T3 / UL Tank - **ADD**	69,899.20
313	HL225M - Emergency Standby	Upgrade to 10" x 8" HL225M Emergency Standby John Deere Caterpillar C9 / 250 Gal UL Tank - **ADD**	124,992.35
313	NC100S - Emergency Standby	Upgrade to 4" NC100S Emergency Standby Yanmar 3TNVDSA IT4 - **ADD**	3,461.74
313	NC150S - Emergency Standby	Upgrade to 6" NC150S Emergency Standby John Deere 4045T290 IT4 - **ADD**	8,634.91
313	ACCE0025	Optional PrimeGuard Control Panel	1,907.20
313	ACCE0005	Optional Block Heater 110 Volt	175.82
313	CAPGMA005	Optional Two Float Assembly for PrimeGuard	489.21
313	CALVMA003	Optional Level Transducer for PrimeGuard	1,420.43
313	ACCE0016	Optional AC/DC Inverter	1,301.59
313	ACCE0009	Optional Single Gang GFCI Duplex Receptacle	414.33
313	ACCE0010	Optional Double Gang GFCI Duplex Receptacles	568.17
313	ACCE0007	Optional 70 Amp Circuit Breaker Panel (required for GFCI)	803.42
313	ACCE0024	Optional Auto Throttle	1,464.39
313	ACCE0004	Optional Battery Charger - 12 Volt Trickle	456.65
313	ACCE0030	Optional Solar Battery Charger	891.33
313	ACCB0059	Optional 80 GPH Fuel Polishing System	2,849.00
313	ACCB0062	Optional (1) 12V Light Mounted Over PG with Switch	249.90
313	ACCB0020	Optional (1) 12/24V Light Mounted Over PG w/Timer	512.00
313	ACCB0018	Optional (2) 12V LED Work Lights with Switch	716.32
313	ACCB0019	Optional (4) 12V LED Work Lights with Switch	1,431.83
313	ACCB0061	Optional (2) 12V LED Work Lights with 15 minute Timer	847.37

313	ACCB0060	Optional (4) 12V LED Work Lights with 15 minute Timer	1,355.31
313	ACCB0035	Optional Lights - Red Strobe 12 Volt	608.06
313	ACCB0036	Optional Lights - Yellow Strobe 12 Volt	608.06
313	ACCB0040	Optional Custom Paint	468.05
313	HSWS040010QDS	Optional 4" x 10' Black Water Suction Hose W/ QD	254.78
313	HSWS040020QDS	Optional 4" x 20' Black Water Suction Hose W/ QD	338.62
313	HSWS060010QDS	Optional 6" x 10' Black Water Suction Hose W/ QD	445.26
313	HSWS060020QDS	Optional 6" x 20' Black Water Suction Hose W/ QD	603.99
313	HSWS080010QDD	Optional 8" x 10' Black Water Suction Hose W/ QD	935.29
313	HSWS080020QDD	Optional 8" x 20' Black Water Suction Hose W/ QD	1,251.12
313	HSWS100010QDD	Optional 10" x 10' Black Water Suction Hose W/ QD	1,201.46
313	HSWS100020QDD	Optional 10" x 20' Black Water Suction Hose W/ QD	1,699.63
313	HSWS120010QDD	Optional 12" x 10' Black Water Suction Hose W/ QD	1,990.23
313	HSWS120020QDD	Optional 12" x 20' Black Water Suction Hose W/ QD	2,688.64
313	HSDS020050QDD	Optional 2" x 50' Orange HD Layflat Hose W/QD	342.69
313	HSDS030050QDD	Optional 3" x 50' Orange HD Layflat Hose W/QD	497.35
313	HSDS040050QDD	Optional 4" x 50' Orange HD Layflat Hose W/QD	653.64
313	HSDS060050QDD	Optional 6" x 50' Orange HD Layflat Hose W/QD	1,047.62
313	HSDS080050QDD	Optional 8" x 50' Orange HD Layflat Hose W/QD	1,776.15
313	HSFF100050QDD	Optional 10" x 50' HD Black Rubber Discharge Hose W/ QD	2,452.58
313	HSFF120050QDD	Optional 12" x 50' HD Black Rubber Discharge Hose W/ QD	4,506.30
313	HSCM040010F1N	Optional 4" x 10' Composite Hose W/150#FL	608.06
313	HSCM040020F1N	Optional 4" x 20' Composite Hose W/150#FL	945.87
313	HSCM060010F1N	Optional 6" x 10' Composite Hose W/150#FL	1,028.90
313	HSCM060020F1N	Optional 6" x 20' Composite Hose W/150#FL	1,918.60
313	HSCM080010F1N	Optional 8" x 10' Composite Hose W/150#FL	1,601.14
313	HSCM080020F1N	Optional 8" x 20' Composite Hose W/150#FL	2,553.52
313	HSCM100010F1N	Optional 10" x 10' Composite Hose W/150#FL	2,923.07
313	HSCM100020F1N	Optional 10" x 20' Composite Hose W/150#FL	4,402.11

GULF BREEZE REGIONAL WATER SYSTEM

Division of Gulf Breeze Public Works Department

Memorandum

To: Samantha D. Abell, City Manager

From: Zach Lewis, Utility Manager

Thru: Jeff Huggins, Director of Public Works

Date: June 18, 2026

Subject: Authorize the Cooperative Purchase of a Valve Exercise and Maintenance Trailer from Duval Ford for $112,418.00 Utilizing the Florida Sheriff's Association Contract FSA25-VEH23.0

REQUEST:
That the City Council authorize the cooperative purchase of a valve exercise and maintenance trailer from Duval Ford for $112,418.00, utilizing the Florida Sheriff's Association Contract FSA25VEH-26.0 for the Gulf Breeze Regional Water System.

DISCUSSION:
Gulf Breeze Regional Water System currently has 1,563 drinking water valves and 601 sewer valves. Pursuant to Florida Department of Environmental Protection (FDEP) rules and "10 States Standards" recommendations, all drinking water valves must be exercised at least once per year. While not required by the State, exercising the sewer valves is also considered good practice.

Ensuring every valve is exercised is a time-consuming process; however, it is mission-critical that all valves function properly when needed. In addition to verifying valve operation, it is equally important to ensure that valve boxes remain clean and free of obstructions to allow rapid access and operation during emergencies.

The requested equipment is designed to mechanically exercise valves while staff utilize the trailer's vacuum system to remove dirt, sediment, and other obstructions from the valve boxes. The equipment will also be shared with the Water Reclamation Facility to exercise the large number of new valves associated with the facility expansion.

This product will be purchased through the Florida Sheriff's Association Contract FSA23-EQU21.0, which was competitively procured in accordance with applicable laws and meets the requirements of Section 5.8 Cooperative Purchasing of the City's Purchasing Policy and Procedures.

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

FINANCIAL IMPACT:
This purchase was approved with the FY2026 Capital Improvement Plan budget, 400-0700-564.64-00

RECOMMENDATION:
That the City Council authorize the cooperative purchase of a valve exercise and maintenance trailer from Duval Ford for $112,418.00, through the Florida Sheriff's Association Contract FSA25VEH-26.0 for the Gulf Breeze Regional Water System.

ATTACHED:
DuvalFord

DUVAL | Ford
• Since 1916 •

GULF BREEZE

Prepared for:	**1484BD**	**Contract Holder**	**6/17/26**
GULF BREEZE **SPRING RENTON** srenton@gulfbreezefl.gov **850-203-6039**		**DUVAL FORD** **Bambi Darr** **(Work) 904-388-2144** **(Fax) 904-387-6816** **bambi.darr@duvalmotor.com** **405 Lane Avenue North** **Jacksonville, FL 32254**	

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL

We appreciate your interest and the opportunity to quote. Pricing references the FLORIDA SHERIFFS ASSOCIATION HEAVY TRUCKS AND BUSES CONTRACT FSA 25VEH-23. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor: $90/Hr	Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
	1	ITEM 25	ITEM 25: Wachs Found in F-550 REG CAB Spec (Page 42)		
	1				
	1				
	1	77-000-38	***ALL WACHS QUOTES HAVE EXPIRATION DATES BASED ON MARKET PRICING. SEE EXPIRATION LISTED ON QUOTE***Standard LX (Diesel) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box. [REQ 31*, and Freight] [UPDATED MARCH 2026]	$ 106,745.00	$ 106,745.00
	1	11-408-10	Tee Handle for 1" Telescoping Key (11-408-00) adds manual functionality to key when machine is not in use. 79-423-SC	$ 236.00	$ 236.00
	1	79-423-SC	A temporary surcharge is currently being applied to the TC-110 due to increased costs of RAM and CPU components within the global supply chain. This adjustment is imposed by the manufacturer and is being passed through without additional markup. This line item is included in quotations to provide cost visibility for projects with extended approval or bidding timelines. The applicability and amount of this surcharge are subject to change based on manufacturer pricing at the time of order placement. If the manufacturer reduces or eliminates this surcharge prior to order acceptance, the adjustment may be reduced or removed accordingly.	$ 446.00	$ 446.00
	1	11-409-00	Telescopic Valve Key - 2" AWWA (Warmer Climate). Manufactured from high-strength steel, adjustable from 3 ft (.91 M) to 8ft (2.44 M) with spring loaded pin to eliminate loss. Rated to 800 lb-ft (1,085 Nm) of torque for use with the Wachs P/2 and RS/2 valve operators and ERV 750. Weighs only 24 lbs (10.9 kg). Add the Tee Handle adapter (11-408-10) for manual functionality when machine is not in use.	$ 691.00	$ 691.00
	1	Freight Charge	Trailer Freight Charge / Pool Delivery Rate (Per Mile) with a minimum of 300 miles. Rate calculated is from Taylor, MO to final destination.($3.65 mile)	$ 3,675.00	$ 3,675.00
	1	31*	Ship Thru Qualified body modifier. Discounts Available for Chassis Pre-Payment upon arrival at second stage upfitter. Includes second stage MSO, body certification label, and pre-delivery inspection. Second Stage MSO required for Tag.	$ 625.00	$ 625.00
0	1				
0		TOTAL LABOR HOURS			
		Additional Notes	QUOTE EXPIRES ON 8/16/26		
UNIT COST					$ 112,418.00
TOTAL QUANTITY		1		TOTAL PURCHASE	$ 112,418.00

GULF BREEZE REGIONAL WATER SYSTEM

Division of Gulf Breeze Public Works Department

Memorandum

To: Samantha D. Abell, City Manager

From: Jeff Huggins, Director of Public Works

Thru: Samantha D. Abell, City Manager

Date: June 30, 2026

Subject: Approval of the City Septic to Sewer Engineering Professional Services Task Order 1 with McKim & Creed in the amount of $284,323.00

REQUEST:
That the City Council approve the Septic-to-Sewer Proposal with McKim & Creed for Professional Engineering Services in the amount of $284,323.00 and authorize the Mayor to sign the services agreement.

BACKGROUND:
In 2021, the City Council initiated its 8-year Septic Tank Elimination Program (STEP), which is targeted for completion in 2029. The program aims to convert all septic users within the city limits to sewer service. Since its inception, the City has advanced the design and/or construction for several septic-to-sewer (STS) areas—12 total to date.

Recently, the City was awarded a Florida Department of Environmental Protection (FDEP) grant totaling $12,219,200 to support the completion of all remaining STS conversion projects within the city limits. This funding presents a significant opportunity to accelerate the STEP initiative and achieve the 2029 completion goal.

To effectively manage the balance of STS projects funded by this grant, staff presented a recommendation to the Gulf Breeze Regional Water System (GBRWS) Board on April 14, 2025, to move forward with a consolidated STS Program. The Board recommended that the remaining STS areas be designed and constructed under the oversight of a designated Engineering Program Manager and requested that the scope of work be brought back for review. The draft RFQ scope of work and associated agreement were subsequently presented and approved by the Board at its June 9, 2025, regular meeting.

The City issued a Request for Qualifications (RFQ) for the Engineering Program Manager – Septic-to-Sewer Conversions.On October 14, 2025, the Selection Committee reviewed and discussed all proposals received in response to the solicitation. Each member completed their

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evaluation forms independently, ranking McKim and Creed, Baskerville Donovan, Inc., and CPH as the top three firms.

The top-ranked firms were invited back to present to the committee on October 28, 2025. Following the presentations, the committee conducted final discussions and rankings. McKim & Creed was the selection committee's top-ranked firm. At the November 3, 2025, Regular Council Meeting, City Council accepted the selection committee's recommendation and authorized the City Manager and City Attorney to negotiate the final terms of the agreement for City Council approval.

DISCUSSION:
City staff have been working with McKim & Creed to develop a program to implement the STS conversion project. The program will utilize the consultant to supplement in-house professional services.

The program will utilize multiple phases to develop an efficient approach to the design and conversion of the remaining STS areas. These phases will be programmed to optimize the use of available funds and ensure that downstream infrastructure can support additional flows.

The current proposal includes the first-phase tasks to be performed by the consultant and is intended to provide a working model of the City's sanitary infrastructure, as well as other supplemental program management tasks.

City staff will utilize the deliverables under this Task Order to prioritize the project workflow and begin design considerations for the remaining conversion areas. Staff anticipates utilizing both in-house design services and professional services through additional Task Orders under this contract.

FINANCIAL IMPACT:
The financial impact for this Task Order will be $284,323. These fees for professional services are included in the FY-26 CIP.

RECOMMENDATION:
That the City Council approve the Septic-to-Sewer Proposal with McKim & Creed for Professional Engineering Services in the amount of $284,323.00 and authorize the Mayor to sign the services agreement.

ATTACHED:
Final_STS Proposal - Preliminary Engineering Services and BODR - with Schedule

McKIM&CREED
ENGINEERS SURVEYORS PLANNERS
www.mckimcreed.com

Tuesday, June 30, 2026

W. Jeff Huggins, P.E.
Public Works Director & City Engineer
City of Gulf Breeze
Via Email: jhuggins@gulfbreezefl.gov

RE: Septic-to-Sewer Engineering Program Management - RFQ QuestCDN No. 9754117
Professional Services Proposal for Preliminary Engineering Services

Dear Jeff:

McKim & Creed ("Consultant") appreciates the opportunity to support the City of Gulf Breeze ("City") in advancing its Septic-to-Sewer (STS) Conversion Program through a coordinated, program-level engineering effort focused on system evaluation, strategic phasing, and comprehensive sequencing. Enclosed is our proposal for Engineering Program Management Services supporting the planning, evaluation, and phased implementation of the City's STS Conversion Program for six (6) neighborhoods west of Gulf Breeze Parkway (US 98). This proposal is specifically focused on preliminary engineering services and the development of a Basis of Design Report (BODR) to establish the framework for future design task authorizations and strategic implementation.

Our proposed scope of services includes an initial modeling analysis of the City's existing wastewater infrastructure to support data-driven recommendations that will guide neighborhood prioritization, connection timing, and future design decisions, in alignment with the City's funding constraints and Council expectations. These recommendations will be developed at a planning level to support informed decision-making prior to advancing into detailed design.

Upon acceptance of the BODR and preliminary engineering recommendations, subsequent phases of detailed project design and permitting are anticipated to be advanced through separate task orders. The Florida Department of Environmental Protection (FDEP) Rule 62-604, F.A.C., governing the design, construction, and operation of wastewater collection and transmission systems, together with the City's DH021 grant agreement and the Gulf Breeze Regional Water System's construction standards and specifications, establish the regulatory, funding, and technical framework within which future design and implementation will occur to advance these neighborhoods.

Professional services included in this proposal are limited to preliminary engineering and development of the BODR. Future phases informed by this preliminary engineering effort may include detailed design, permitting, and construction support and are anticipated to be advanced through separate task authorizations. Given the current uncertainty of construction phasing, professional services for bid, construction, certification, and close-out phases are not included in the current scope of work, and will be proposed at a later date.

The preliminary engineering scope of services is limited to wastewater infrastructure located within public rights-of-way and easements, unless specifically stated otherwise herein. Future phases will not include design, permitting, or construction of private-side improvements, including septic tank abandonment, private service laterals, or on-site plumbing modifications. The City intends to implement private-side connections through separate contracting mechanisms, potentially utilizing a unit price master contract. Our team will coordinate with the City to ensure compatibility between our public infrastructure design and the City's private-side implementation requirements.

McKim & Creed values our long-standing partnership with the City of Gulf Breeze and appreciates the opportunity to support the City's STS program. We look forward to working with you and your staff, and we are ready to begin preliminary engineering efforts upon Notice to Proceed. If you have any questions or require additional information, please feel free to call us. We welcome any opportunity to review this proposal together.

1301 N. Palafox St., Ste. 200, Pensacola, FL 32501 850.994.9503

SCOPE OF SERVICES

EXECUTIVE SUMMARY

PROGRAM OVERVIEW AND INTENT

The Consultant is providing this Scope of Services to the City for professional services related to the Septic-to-Sewer (STS) Conversion Project Neighborhoods listed and shown in Figure 1 below.

This Scope of Services defines the Consultant's responsibilities for preliminary engineering and BODR development for the Septic-to-Sewer (STS) program. The scope establishes the overall program framework and identifies anticipated future phases. The intent of this phase is to establish the technical, financial, and sequencing basis required for the City to make informed decisions prior to advancing into detailed design and implementation. Additional services will be authorized through subsequent Task Authorizations (TAs) in accordance with the preliminary engineering results and recommendations.

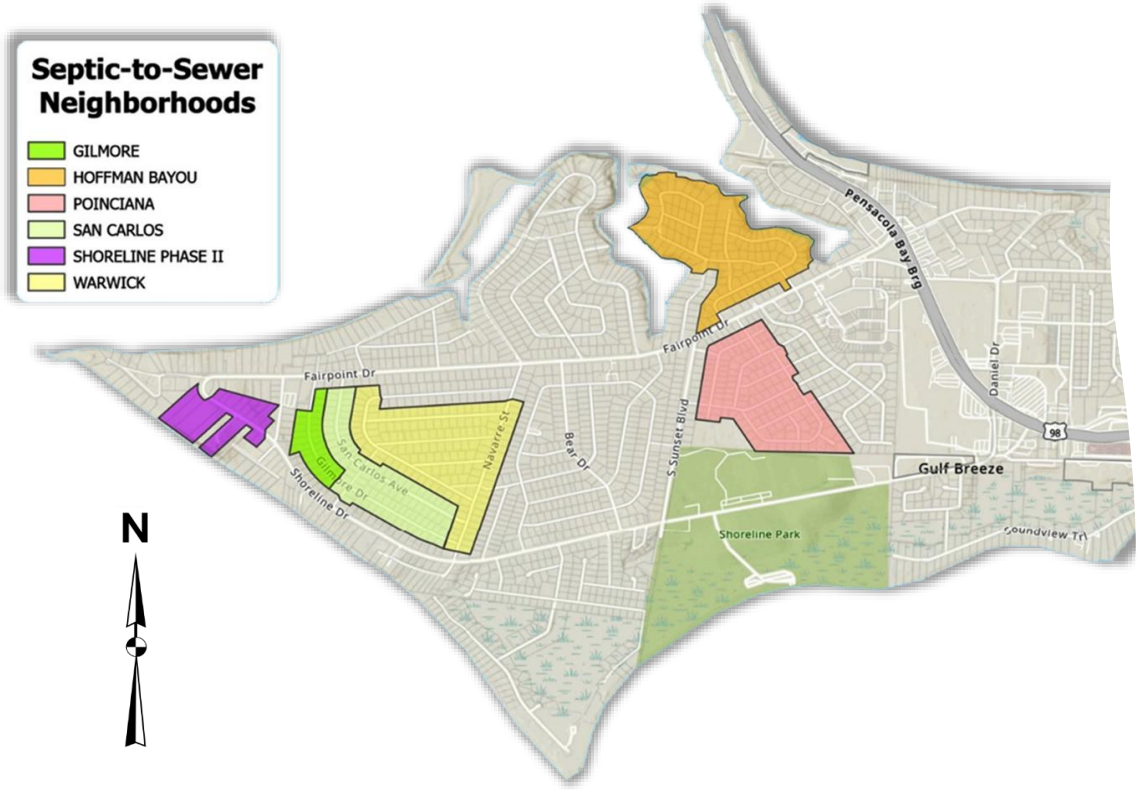


FIGURE 1: CITY OF GULF BREEZE STS AREAS INCLUDED IN THE SCOPE OF THIS PROGRAM

SCOPE OF ENGINEERING SERVICES

The Consultant will provide preliminary engineering planning and evaluation necessary to establish a BODR for each project area. Services primarily include analysis of existing wastewater infrastructure, development and application of hydraulic modeling to verify system performance, and preparation of data-driven phasing and sequencing recommendations. Services are limited to public infrastructure within public rights-of-way and easements. This approach allows the City to align project scope, funding, and priorities prior to committing resources to detailed design.

Preliminary engineering efforts will support the development of a phased implementation strategy that maximizes residential connections within available funding while deferring major system upgrades where feasible. Low-pressure sewer systems are anticipated as the primary solution in most areas, with gravity sewer alternatives evaluated where conditions warrant. Phasing and sequencing recommendations will be informed by hydraulic modeling, system constraints, cost efficiency, constructability considerations and coordination with related City infrastructure initiatives. The recommendations developed during this phase will be planning-level and are not intended to represent final design.

Detailed design, permitting, and post-design services, including bidding, construction-phase services, certification, and project close-out, are excluded from this Scope and are anticipated to be performed under future task authorizations as the program advances.

GRANT CONSIDERATIONS AND FUNDING FRAMEWORK

While the City's FDEP Grant Agreement DH021 requires preparation of design documents, permit applications, and bid-ready construction documents as prerequisites to construction, only construction activities are eligible for reimbursement under the Grant. Accordingly, the engineering and design services described herein are provided to satisfy the requirements of the City's RFQ and applicable grant prerequisites but are not funded through the Grant. The services provided under this scope are limited to preliminary engineering and will support, but not fulfill, final design requirements associated with the grant.

AUTHORIZATION AND FEE FRAMEWORK

Given the scale and multi-year nature of the City's STS Program, it is understood that certain elements cannot be precisely defined at this stage. This Scope is intended to establish a clear, flexible framework for services, recognizing that program priorities and neighborhood-specific needs will evolve over time. Within the scope and fee authorization approved by the City Council, the Consultant will coordinate with City staff at the outset of each Task Authorization to refine the specific scope and associated fee for that task, ensuring alignment with the approved framework and the City's priorities. Subsequent design, permitting, and implementation services will be authorized separately, based on the outcomes of the preliminary engineering phase.

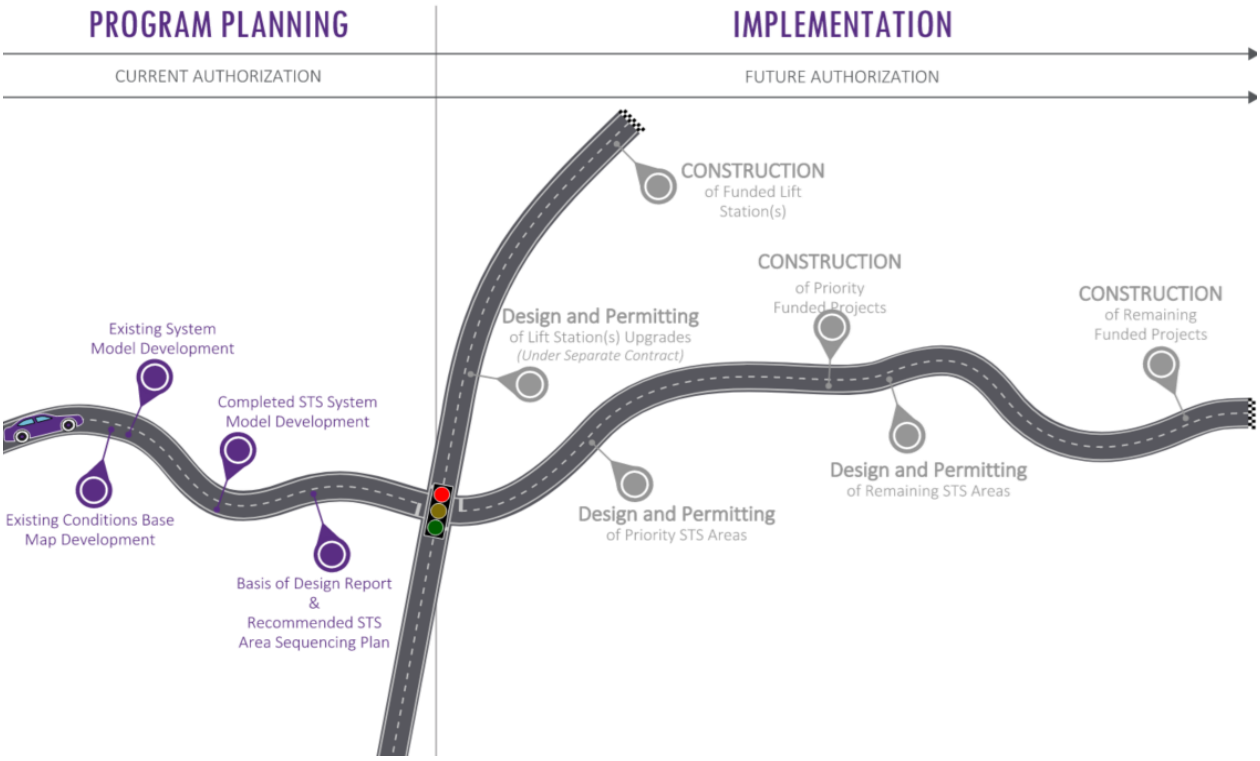


FIGURE 2: PROGRAM-LEVEL ROADMAP ILLUSTRATING CURRENT AUTHORIZATION PROGRESSION.

PHASE 1 – PROGRAM MANAGEMENT AND COORDINATION

This phase provides project management, coordination, and compliance framework necessary to support completion of the preliminary engineering analysis and BODR during the preliminary engineering phase for multiple neighborhoods. Consultant will provide overall program administration and coordination, including communication with City staff, maintenance of program documentation, and technical oversight of the services included in this Scope. Consultant will develop and maintain a consolidated program schedule and update it as the Program advances.

COORDINATION WITH CITY STAFF

Consultant will meet regularly with City staff to review progress, discuss preliminary engineering issues, and plan upcoming work. Meetings may occur in-person or virtually, and critical discussions will be summarized by the Consultant following each meeting.

INTERAGENCY COORDINATION

In future task authorizations for design and permitting services, Consultant will coordinate with external agencies having jurisdiction or interest in the Project, as required to support design development and permitting. Consultant will prepare supporting materials, manage communications, and attend coordination meetings as needed.

PPBEP COORDINATION

In future task authorizations for design and permitting services, and if requested by the City to support program documentation needs, Consultant will coordinate technical information with the Pensacola and Perdido Bays Estuary Program (PPBEP) and provide drawings, data, or documentation requested by the City to support PPBEP's monitoring activities.

GRANT COMPLIANCE MANAGEMENT

Consultant will manage the preliminary engineering-related grant compliance requirements associated with the Grant Agreement for the duration of the Program. Consultant will prepare, organize, and maintain all engineering and technical materials required to support the City's grant submissions, including documentation required to demonstrate technical progress, permit status, and construction readiness. The City will retain responsibility for administrative submission and grant management.

MONTHLY DOCUMENTATION

Consultant will prepare monthly progress summaries documenting completed work, ongoing activities, upcoming tasks, and any items requiring City direction. Consultant will assist the City in maintaining documentation needed for preliminary engineering, planning level program administration and funding compliance.

DELIVERABLES:

1. Meeting summaries and coordination documentation (as needed).
2. Monthly progress summaries.
3. Preliminary engineering-related grant compliance documentation prepared for City submission.

PHASE 2 – PRELIMINARY ENGINEERING AND PLANNING

Consultant will perform preliminary engineering and planning services to establish the technical basis for design of the remaining STS project areas. This phase includes review of existing information, analysis of existing system performance and STS conversion alternatives, and preparation of planning-level recommendations to support subsequent design and permitting phases.

REVIEW OF EXISTING INFORMATION

Consultant will review available data and documentation relevant to the remaining STS project areas, including prior studies, record drawings, utility information, permitting history, and available geospatial datasets. Consultant will identify information gaps that must be addressed during subsequent phases of the program.

FIELD RECONNAISSANCE

Consultant will perform site visits to observe and document existing conditions and identify features that may influence design, permitting, or construction. Observations may include roadway conditions, drainage patterns, utility conflicts, accessibility constraints, and right-of-way considerations. Findings will inform the development of alternatives and subsequent design phases.

SYSTEM HYDRAULIC MODELING

Consultant will develop a hydraulic model to evaluate existing and proposed flow conditions and operational performance and to identify any downstream constraints and system limitations. Consultant is to rely upon existing utility mapping, GIS data, pump station data and operational information provided by the City. Verification of system mapping accuracy may be limited to an approved survey allowance. Model results will be used to inform alternative evaluation and construction phasing recommendations.

ALTERNATIVES ANALYSIS

Consultant will evaluate feasible collection system alternatives within each project area. Alternatives may include gravity sewer, low-pressure sewer, or hybrid configurations, and will consider factors such as existing site constraints, potential utility conflicts, topography, service reliability, ease of construction, and cost-effectiveness. Consultant will present planning-level recommendations for City review and concurrence.

Consultant will evaluate typical restoration requirements associated with each alternative, including impacts to driveways, landscaping, pavements, and other improvements. Findings will inform recommendations to be incorporated into the BODR.

Consultant will prepare preliminary opinions of probable construction cost for the alternatives evaluated. Cost estimates will be based on available information and planning-level assumptions and will be refined in later phases as more detailed data becomes available.

BODR

Consultant will prepare a planning-level BODR summarizing findings from the preliminary engineering tasks. The BODR will document anticipated service areas, alternatives considered, preliminary cost estimates, sequencing recommendations, and key considerations for the design and permitting phases.

SEQUENCING RECOMMENDATIONS

Consultant will prepare recommendations for sequencing the remaining project areas to support coordinated permitting and construction readiness. Sequence recommendations will consider constructability, geographic grouping, utility availability, risk management, and alignment with City priorities.

DELIVERABLES:

1. System Hydraulic Model File (provided in SewerGems).
2. Planning-level opinions of probable construction cost for evaluated alternatives.
3. Preliminary sequencing recommendations for the remaining STS project areas.
4. BODR summarizing alternatives analysis, preliminary cost estimates, sequencing recommendations, and supporting evaluations.

PHASE 3 – FIELD DATA COLLECTION

Field data collection will be limited to targeted efforts necessary to support preliminary engineering analysis and development of the BODR. Consultant will coordinate field access and sequencing with the City and integrate resulting technical data into subsequent design phases. Survey services will consist of limited data collection within public rights-of-way sufficient to support planning-level evaluation of system alternatives and identification of major constraints. Detailed survey, subsurface utility engineering (SUE), geotechnical investigations, environmental studies, and any other field data collection efforts are not included in this phase and will be performed under future task authorizations.

For additional detail regarding the anticipated scope of survey services, refer to the attached survey services proposal.

DELIVERABLES

1. Survey base information in Autodesk Civil 3D *.dwg format sufficient for planning-level analysis (as needed) for any areas that require field data collection during the preliminary engineering phase of this program.
2. Survey documentation (as required for the level of effort).

PHASE 4 – ENGINEERING DESIGN SERVICES

Detailed engineering design services, including preparation of construction drawings, specifications, and opinions of probable construction cost at design milestones (e.g., 60%, 90%, and final), are not included in this scope. These services are anticipated to be performed under future task authorizations following completion of the BODR.

UTILITY COORDINATION

Preliminary engineering utility coordination will be performed as a due diligence measure to identify utility owners, inform them of the upcoming projects, and identify existing infrastructure within the planned STS areas. This preliminary engineering utility coordination results will be included within the BODR. This does not include utility locates, conflict resolution and utility agreements.

PHASE 5 – PERMITTING SERVICES

Consultant will identify permitting considerations and incorporate relevant requirements into the BODR. Permitting services, including the preparation and submittal of applications, and design-level coordination with regulatory agencies, are not included in this scope and will be performed under future task authorizations.

PERMIT IDENTIFICATION AND COORDINATION

Consultant will identify all permits required for the construction of the remaining STS project areas and report these requirements in the BODR. Required permits may include, but are not limited to, utility permits, right-of-way permits, and other state, federal, or local approvals required for construction. Consultant will coordinate with the City and the applicable permitting authorities to confirm permitting requirements and anticipated timelines.

PRE-APPLICATION ACTIVITIES

Consultant will coordinate and attend pre-application meetings with regulatory agencies as needed to confirm permitting requirements, discuss project conditions, and ensure that the planned submittals meet agency expectations. Consultant will prepare materials necessary for these meetings and will document outcomes for City review.

DELIVERABLES:

1. Summary of required permits and permit pathways.

CITY-REQUESTED SUPPLEMENTAL SERVICES

Services requested by the City that are outside the scope of services expressly described in this proposal will be considered Supplemental Services. Depending on the nature and timing of the request, such services may be added to this project under a supplemental Task Authorization or may be authorized by the City as a separate project. Supplemental Services will be performed only upon written authorization by the City and will be compensated based on an additional fee that is mutually agreed upon prior to execution of such services. Supplemental Services may be compensated on a lump-sum or hourly (not-to-exceed) basis, as appropriate.

ASSUMPTIONS

1. City Access Coordination – The City will coordinate notification to residents prior to Consultant access to public or private property, including access required for survey, geotechnical, environmental, archaeological, or other authorized field activities. Schedule adjustments or rework resulting from delayed or denied access to properties may require modifications to the applicable Task Authorization's scope, schedule, or fee.
2. Permit Issuance – The City understands that the Consultant has no control over the final issuance, timing, or acceptance of permits by regulatory agencies.
3. Existing Information – The City will provide Consultant with all available records relevant to the Program, which may include:
    - Prior STS studies or analyses;
    - Existing topographic or boundary surveys;
    - GIS or structure location data;
    - Prior construction plans or as-built drawings;
    - Previous permitting documentation.

    Consultant will rely on such information as accurate unless otherwise noted. Consultant is not responsible for verifying the completeness or accuracy of information provided by others.
4. Field Access Availability – Consultant's field activities will occur within public rights-of-way or easement areas unless otherwise directed by the City. Any access to private property will be coordinated by the City.
5. Document Format and Submittals – All submittals will be provided in electronic PDF format unless the City requests otherwise. Signed and sealed documents will use digital signatures compliant with Florida requirements. Printed sets or hardcopy reproduction will be provided only upon City request.
6. Program Sequencing – Neighborhood-level sequencing will be developed during this preliminary engineering phase of the program and will identify dependencies, anticipated design and permitting durations, construction groupings, and other factors affecting schedule. Sequencing will be adjusted as needed in coordination with the City as new information becomes available.

7. Scope Refinement at Task Authorization – The specific level of effort for design and permitting services for each neighborhood will be refined with the City at the onset of each authorized task within the overall Program, based on the results of the BODR, with any construction-phase services addressed under separate future authorizations.

EXCLUSIONS

This scope is limited to preliminary engineering and BODR development. This proposal does not include services related to unforeseen conditions that may be discovered or owner-directed changes to the scope of work.

The following services are excluded. Any of the listed items in this section may be added to the proposed scope of services at the City's request, either through a supplemental Task Authorization or as a separate project, as applicable.

PHASES 2 AND 3 – PRE-DESIGN / FIELD DATA COLLECTION EXCLUSIONS

1. Field investigations beyond those described in Phase 3, including but not limited to:
    a. Additional surveys triggered by future design changes, such as detailed parcel-level surveys, septic tank location verification, grinder pump siting, and service lateral routing evaluations are not included
    b. Hazardous materials assessment, remediation design, or contamination characterization.
    c. Floodplain mapping or FEMA CLOMR/LOMR applications.

PHASE 4 – DESIGN PHASE EXCLUSIONS

1. BODR does not include design-level drawings.
2. Design of utility improvements not associated with the STS Program.
3. Design of private onsite plumbing modifications beyond grinder pump and lateral connection requirements defined in the STS Program and limited to public infrastructure coordination.
4. Design of specialty features such as wayfinding signage, decorative elements, hardscape/landscape design, or architectural/structural components not required for sewer installation.

PHASE 5 – PERMITTING PHASE EXCLUSIONS

1. Agency coordination not related to the permitted sewer installation, such as coordination solely related to private improvements or separate City infrastructure projects.
2. Preparation of permit applications, supporting technical reports, agency responses, permit revisions, and permit acquisition are excluded.

COMPENSATION & FEE PROPOSAL

We offer the following lump sum proposal of **$274,323.00** for preliminary engineering services, with services invoiced on a monthly basis based on the percentage of each phase complete at the end of each invoice period.

In addition, we offer a hourly – not to exceed – proposal of **$10,000** for survey collection allowance, to be invoiced monthly at our hourly rates based on actual effort complete at the end of the invoice period.

The STS Area fee breakdown estimates total phase fees by area. Funds may be reallocated between areas during the project to match actual effort, keeping each phase's total fee unchanged.

FEE PROPOSAL SUMMARY

Phase	Program-Wide	Neighborhoods						Totals
		Shoreline II	Gilmore	Warwick	San Carlos	Hoffman Bayou	Poinciana	
100 - Program Management	$59,721.00							**$59,721.00**
200 - Preliminary Engineering	$69,494.00	$18,221.00	$24,367.00	$24,367.00	$24,367.00	$24,367.00	$24,367.00	**$209,550.00**
300 - Field Data Collection	$15,052.00	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	**$15,052.00**
400 - Engineering Design	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	-
500 - Permitting		*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	*Future TA*	-
Totals	**$144,267.00**	**$18,221.00**	**$24,367.00**	**$24,367.00**	**$24,367.00**	**$24,367.00**	**$24,367.00**	**$284,323.00**

SCHEDULE

Upon authorization, we will develop and maintain a detailed project schedule tracked throughout the engagement. The following high-level schedule outlines anticipated milestones for the proposed scope of work.

Phase	Duration
100 – Program Management	Throughout
200 – Preliminary Engineering	
System Modeling	+ 90 days from NTP
Initial Findings / Recommendations	+ 150 days from NTP
Final Basis of Design Report	+ 180 days from NTP
300 – Field Data Collection	
Critical Feature Verification	+ 60 days from NTP
400 – Engineering Design	*Future TA*
500 – Permitting	*Future TA*

We look forward to working with you on this project and appreciate this opportunity to serve your engineering needs. If you have any questions or need additional information, please feel free to call us.

Sincerely,
McKim & Creed, Inc.

Chad Grabinski, P.E.
Project Manager

D. Patrick Jehle, Jr., P.E.
Regional Manager

McKim & Creed Proposal Number: 253919



Memorandum

To: Samantha Abell, City Manager

From: Randy Black

Thru: Jeff Huggins, Director of Public Works

Date: June 30, 2026

Subject: Approval of the "Sole Source" Purchase of One (1) 2"–4" Steel Line Stopping and Tapping Equipment Package for the Natural Gas Division from U.S. Pipeline Inc. in the amount of $193,856.00

REQUEST:
That the City Council approve the purchase of one (1) 2"–4" Steel Line Stopping and Tapping Equipment package for the Natural Gas Division from U.S. Pipeline, Inc., in the amount of $193,856.00, utilizing the Sole Source Purchasing Method pursuant to Section 5.6(a)(ii) of the City's Purchasing Policies and Procedures.

BACKGROUND:
The Natural Gas Division is requesting authorization to purchase one (1) 2"–4" steel line stopping and tapping equipment package to enhance the City's ability to safely perform maintenance, repairs, capital improvements, emergency work, and system tie-ins on the natural gas distribution system while minimizing service interruptions.

The City does not currently own this equipment. Previous line-stopping operations have required the City to either contract with specialized service providers or borrow equipment from neighboring municipal utilities, with the City assuming responsibility for any damage incurred while the equipment was in its possession.

DISCUSSION:
Acquisition of this equipment will provide the Natural Gas Division with greater flexibility in completing capital improvement projects, system replacements, routine maintenance, and emergency repairs.

Key benefits include:

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- Allows City crews to isolate sections of the gas main while maintaining service pressure throughout the remainder of the distribution system.
- Reduces customer outages and minimizes natural gas loss.
- Improves the City's ability to perform planned and emergency work safely and efficiently.
- Allows qualified City personnel to perform line-stopping operations in-house rather than relying on specialty contractors.
- Reduces contractor coordination, mobilization, and demobilization costs, and improves project scheduling.
- Increases operational efficiency and provides greater control over construction sequencing.
- Allows contractors bidding on related work to focus on boring and utility installation rather than including specialized line-stopping services in their bids, which is expected to reduce bid costs, improve competition, and provide better overall value to the City.
- Reduces the need for system blowdowns when isolating gas mains, thereby reducing the release and loss of natural gas, improving system efficiency, and supporting the City's commitment to responsible environmental stewardship.

This equipment is also needed to support the City's active Multi-Use Path (MUP) Phase II project, which includes relocation and rerouting of existing underground utilities within the project corridor. By purchasing the equipment, contractors bidding on related work may focus on boring and utility installation rather than including specialized line stopping services in their bids. This is expected to reduce bid costs, improve competition, and provide better overall value to the City.

Staff is utilizing the "Sole Source" purchase method pursuant to Section 5.6(a)(II) of the City Purchasing Policy and Procedures which states: *Sole source or Standardization proprietary procurements are exempt from the applicable competitive procurement procedures set forth in these Policies when the following criteria are met and documented: (ii) The item(s) or services are available from only one source of supply or from only one source of supply that is within reasonable proximity to the City.*

U.S. Pipeline, Inc., is the exclusive authorized distributor of SJPATCO equipment.

FINANCIAL IMPACT:
The purchase amount is $193,856.00. While the initial capital investment is significant, the equipment is expected to provide long-term savings by reducing reliance on outside contractors, minimizing service interruptions, improving emergency response capabilities, and allowing the Natural Gas Division to complete more work with existing staff.

RECOMMENDATION:
That the City Council approve the purchase of one (1) 2"–4" Steel Line Stopping and Tapping Equipment package for the Natural Gas Division from U.S. Pipeline, Inc., in the amount of

$193,856.00, utilizing the Sole Source Purchasing Method pursuant to Section 5.6(a)(ii) of the City's Purchasing Policies and Procedures.

ATTACHED:
Line Stop & Tapping Quote S.J. Patterson Company

850.934.5115 • FAX 850.934.5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

SJPATCO

S. J. Patterson Company, LLC

209 South Lake Hills Dr.
Talladega, AL 35160

ESTIMATE

Date	Estimate #
6/26/2026	8731

Name/Address
City of Gulf Breeze Randy Black 1070 Shoreline Drive Gulf Breeze, FL 32561-4702

Item	Description	Qty	Cost	Total
05-1028-0000-00	T-101B Drilling Machine 05-1028-0000-00	1	7,525.00	7,525.00T
05-2160-0000-00	T-101XL Air Motor Reversible 05-2160-0000-00	1	6,949.00	6,949.00T
05-2100-0000-00	Carrying Case T-101 05-2100-0000-00	1	725.00	725.00T
00-1509-0004-00	Drive Socket T-101 00-1509-0004-00	1	69.00	69.00T
00-0706-0015-00	2" T-101 Threaded Valve Adapter 6.5 00-0706-0015-00	1	173.00	173.00T
05-0185-0001-00	Thread-O-Ring Completion Plug Holder T-101 05-0185-0001-00	1	500.00	500.00T
08-2120-0001-00	Completion Plug Holder f/ 2" & 3" Shortstopp Completion Plugs T-101 08-2120-0001-00	1	1,775.00	1,775.00T
05-0204-0000-00	2" & 3" Holder Pilot T-101 Size on Size 05-0204-0000-00	1	768.00	768.00T
05-0179-0002-00	2" Hole Saw Dia. 1-7/8" 05-0179-0002-00	1	100.00	100.00T

T.D. WILLIAMSON PRODUCTS

Total

Signature

Phone #	Fax #	E-mail
205-612-1067	256-268-5613	steve@sjpatco.com

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Item	Description	Qty	Cost	Total
05-0275-0000-00	1-1/2" Holder Pilot Size on Size 05-0275-0000-00	1	719.00	719.00T
00-1151-0009-00	1-1/2" Hole Saw 1-9/16"dia. 00-1151-0009-00	1	98.00	98.00T
05-0634-0000-00	T-101 Holder Pilot 1-1/4" Size on Size Taps 05-0634-0000-00	1	719.00	719.00T
00-1151-0005-00	T-101B 1-1/4" Hole Saw 00-1151-0005-00	1	83.00	83.00T
06-1303-0001-02	3" T-101 Threaded Valve Adapter 06-1303-0001-02	1	2,090.00	2,090.00T
05-0204-0000-00	2" & 3" Holder Pilot T-101 Size on Size 05-0204-0000-00	1	768.00	768.00T
05-0179-0003-00	3" Hole Saw Dia. 2-7/8" 05-0179-0003-00	1	108.00	108.00T
06-1302-0015-00	4" 150# RF T-101 Flanged Adapter 06-1302-0015-00	1	1,868.00	1,868.00T
05-0205-0000-00	4" Holder Pilot Size on Size T-101 05-0205-0000-00	1	930.00	930.00T
05-0179-0004-00	4" Hole Saw 3-7/8" OD 05-0179-0004-00	1	346.00	346.00T

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City of Gulf Breeze Randy Black 1070 Shoreline Drive Gulf Breeze, FL 32561-4702

Item	Description	Qty	Cost	Total
08-3309-0000-00	2" Shortstopp II Plugging Machine Complete 200 PSI MAOP 08-3309-0000-00	2	3,437.00	6,874.00T
08-3306-0000-00	2" Shortstopp II Plugging Head Assembly 08-3306-0000-00	2	857.00	1,714.00T
08-2301-0000-00	Shortstopp II 1-1/2" - 2" Completion Plug Holder 08-2301-0000-00	2	659.00	1,318.00T
00-0774-0001-00	Heavy Hex Needle Bleeder Valve 00-0774-0001-00	2	477.00	954.00T
00-0220-0001-00	Heavy Hex Bleeder Valve Nipple 00-0220-0001-00	2	160.00	320.00T
08-2481-0006-00	2" SS II Plugging Machine Carrying Case 08-2481-0006-00	2	1,741.00	3,482.00T
09-0758-0000-00	2" Shortcutt Valve Cast Iron 09-0758-0000-00	2	2,352.00	4,704.00T
08-3302-0000-00	Shortstopp II 1-1/4" Plugging Head Assembly Complete w/ Valve to Fitting Adapter,Chip Sweep, Punch & Punch Guide 08-3302-0000-00	2	1,701.00	3,402.00T

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City of Gulf Breeze Randy Black 1070 Shoreline Drive Gulf Breeze, FL 32561-4702

Item	Description	Qty	Cost	Total
08-0367-0001-00	Shortstopp II 1-1/4" Completion Plug Holder 08-0367-0001-00	2	592.00	1,184.00T
08-3304-0000-00	1-1/2" Shortstopp II Plugging Head Assembly 08-3304-0000-00	2	1,152.00	2,304.00T
08-3500-0300-00	3" Shortstopp II Plugging Machine Complete 08-3500-0300-00	2	10,671.00	21,342.00T
08-3314-0000-00	3" Standard Plugging Head Complete w/ Nosepiece & Chip Sweep 08-3314-0000-00	2	1,141.00	2,282.00T
08-2481-0005-00	3" SS II Plugging Machine Carrying Case 08-2481-0005-00	2	2,090.00	4,180.00T
00-0774-0001-00	Heavy Hex Needle Bleeder Valve 00-0774-0001-00	2	477.00	954.00T
00-0220-0001-00	Heavy Hex Bleeder Valve Nipple 00-0220-0001-00	2	160.00	320.00T
09-0759-0000-00	3" Shortcutt Valve Cast Iron 09-0759-0000-00	2	5,906.00	11,812.00T
08-3394-0000-00	3" SS II Completion Plug Holder 08-3394-0000-00	2	2,173.00	4,346.00T

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Item	Description	Qty	Cost	Total
08-3423-0000-03	3"- 3" X 4" Sight Glass w Chip Sweep & Magnet 08-3423-0000-03	1	11,165.00	11,165.00T
08-3500-0400-00	4" Shortstopp II Plugging Machine Complete 08-3500-0400-00	2	12,717.00	25,434.00T
08-3316-0000-00	4" Shortstopp II Plugging Head Assembly 08-3316-0000-00	2	1,761.00	3,522.00T
08-3395-0000-00	4" Shortstopp II Completion Plug Holder 08-3395-0000-00	2	3,194.00	6,388.00T
00-0774-0001-00	Heavy Hex Needle Bleeder Valve 00-0774-0001-00	2	477.00	954.00T
00-0220-0001-00	Heavy Hex Bleeder Valve Nipple 00-0220-0001-00	2	160.00	320.00T
08-2565-0002-00	4" Shortstopp II Carrying Case 08-2565-0002-00	2	3,543.00	7,086.00T
09-0696-0000-00	4" Shortstopp Valve 09-0696-0000-00 OPTIONAL ALUMINUM VALVE	0	13,752.20	0.00T
09-0040-0000-00	4" Shortcutt Valve Cast Iron 09-0040-0000-00	2	11,906.00	23,812.00T

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Item	Description	Qty	Cost	Total
06-5724-0001-00	4" ANSI 150 Valve To Fitting Type II Adapter 06-5724-0001-00	2	1,147.00	2,294.00T
08-3424-0000-01	4"-6" Shortstopp II Sight Glass Kit 08-3424-0000-01	1	8,001.00	8,001.00T
06-1542-0000-00	4" T-203 150 ANSI RF Tapping Machine Adapter 06-1542-0000-00	1	3,209.00	3,209.00T
08-0114-0125-00	1-1/4" Shortstopp II Sealing Element Standard Wall Pipe 08-0114-0125-00	2	41.00	82.00T
08-0114-0015-00	1-1/2" SS II Sealing Element 08-0114-0015-00	2	49.00	98.00T
08-0114-0002-00	2" SS 60 STD Sealing Element 08-0114-0002-00	2	44.00	88.00T
08-0501-0200-00	2" SS 60 Thin Wall Sealing Element 08-0501-0200-00	2	44.00	88.00T
08-3427-0002-00	2" Shortstopp II Sealing Element 200 PSI 2.062 - 2.157 Pipe ID .109 wall to .156 wall 08-3427-0002-00	2	223.00	446.00T

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Item	Description	Qty	Cost	Total
08-0114-0003-00	3" SS 60 STD Sealing Element 08-0114-0003-00	2	49.00	98.00T
08-0502-0003-00	3" SS 60 Sealing Element Thin Wall 08-0502-0003-00	2	136.00	272.00T
08-3427-0003-00	3" Shortstopp II Sealing Element 200 PSI 3.062 - 3.125 Pipe ID .187 wall to .219 wall 08-3427-0003-00	2	275.00	550.00T
08-0114-0004-00	4" SS 60 STD Sealing Element 08-0114-0004-00	2	102.00	204.00T
08-0502-0004-00	4" SS 60 Thin Wall Sealing Element SPECIAL 08-0502-0004-00	2	102.00	204.00T
08-3428-0004-02	4" Shortstopp II Sealing Element 150 PSI 4.062 - 4.156 ID Pipe .172 wall to .219 wall 08-3428-0004-02	2	434.00	868.00T
08-3428-0004-01	4" Shortstopp II Sealing Element 150 PSI 4.156 - 4.260 Pipe ID .120 wall to .172 wall 08-3428-0004-01	2	434.00	868.00T

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Item	Description	Qty	Cost	Total
FREIGHT	FREIGHT WILL BE PREPAID AND ADDED TO THE INVOICE	1	0.00	0.00
SALES TAX	SALES TAX IS NOT INCLUDED IN THE QUOTE AND WILL BE ADDITIONAL, WHERE APPLICABLE, UNLESS THE CUSTOMER PROVIDES A COPY OF THEIR TAX EXEMPTION CERTIFICATE.	1	0.00	0.00
	Sales Tax		0.00%	0.00

T.D. WILLIAMSON PRODUCTS

Total $193,856.00

Signature _____

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