

**GULF BREEZE CITY COUNCIL**  
**REGULAR MEETING AGENDA**

**NOVEMBER 16, 2015**  
**MONDAY, 6:30 P.M.**  
**COUNCIL CHAMBERS**

1. **ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE**

2. **APPROVAL OF MINUTES**

November 2, 2015, Regular Council meeting  
November 10, 2015, Workshop regarding financial earnings of Gulf Breeze Financial Services

3. **PROCLAMATIONS AND PRESENTATIONS**

None

4. **RESOLUTIONS AND ORDINANCES**

Resolution No. 32-15                      Supporting the Downtown Milton location for the new  
Santa Rosa County Courthouse

5. **CONSENT AGENDA ITEMS\***

- A. Authorizing the payment of \$7,931 to Utility Service Company for costs incurred providing temporary water service and install a new 3" water main
- B. Awarding a bid to Utility Service Company in the amount of \$40,834.03 to construct swales along South Sunset and install a stormwater pipe underneath Hillcrest Avenue
- C. Authorizing Jehle-Halstead Engineering to determine the feasibility of a northern wetlands discharge stormwater system for the McClure and Shirley Area in the amount of \$4,200 – Stormwater Task Force Recommendation
- D. Approving Amendment No. 1 to Florida Department of Environmental Protection Agreement No. S0666 providing a time extension until November 17, 2017
- E. Approving the First Addendum to Agreement for Operation and Management of Tiger Point Golf and Country Club regarding the liquor license
- F. Declaring Dell PowerEdge T320 server from Tiger Point Golf Club as surplus property
- G. Appointing Dedra Thomas as the fifth member of the Police Pension Plan Board of Trustees

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

6. **ACTION AGENDA ITEMS**

7. **NEW ITEMS**

8. **INFORMATION ITEMS**

9. **PUBLIC FORUM**

10. **ADJOURNMENT**

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

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

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The 1,283<sup>rd</sup> Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, November 2, 2015, at 6:30 p.m.

**ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:**

Upon call of the roll the following Councilmembers were present: Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, Mayor Matt Dannheisser and Councilwoman Renee Bookout.

The City Clerk gave the invocation and led in the Pledge of Allegiance

**APPROVAL OF MINUTES:**

Councilman Landfair moved for approval of the minutes of the October 19, 2015, Regular Meeting. Councilwoman Fitch seconded. The vote for approval was unanimous.

**PRESENTATION AND PROCLAMATIONS:**

Chief of Police Robert Randle introduced the City's new K-9 Loki and Officer Travis White. The Council was briefed on Loki's training and upcoming certification as a K-9 drug officer.

**RESOLUTIONS AND ORDINANCES:**

Resolution No. 30-15                      Approving an Interlocal Agreement for creation of the  
Florida Alabama Transportation Organization.

Councilwoman Fitch moved for approval of Resolution No. 30-15. Councilwoman Bookout second. The vote for approval was unanimous.

Resolution No 31-15                      Supporting the 2016 Pensacola Double Bridge Run

Mayor Pro Tem Henderson moved for approval of Resolution No. 31-15. Councilman Landfair second. The vote for approval was unanimous.

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

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**PUBLIC HEARING:**

Ordinance No. 07-15                      Amendment of the Municipal Public Service Tax (MPST)  
rate of 7.5% effective April 1, 2016  
*(SECOND READING AND PUBLIC HEARING)*

The City Clerk read the ordinance by title. Mayor Dannheisser opened the Public Hearing. There were no comments. The Public Hearing was closed. Councilwoman Fitch moved for approval of Ordinance No. 07-15. Councilman Landfair seconded. The vote for approval was unanimous.

**CONSENT AGENDA ITEM(S):**

- A. Approving a Special Event application for the 2015 Holiday Parade, December 5, 2015

Reference:     Assistant to City Manager memo dated October 15, 2015

Recommendation:     That the City Council approve the special event application for the 2015 City of Gulf Breeze Holiday Parade.

- B. Authorizing the purchase and installation of a heating, ventilation, and air conditioning (HVAC) system and electrical system from McNorton Mechanical in the amount of \$14,739 for new office space in field operations.

Reference:     Director of Public Services memo dated October 22, 2015

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

- C. Authorizing Warrington Utility & Excavating to remove an existing 6" meter and related structure located near Gulf Breeze Parkway and Bayshore Road and install a new 12" water main in the amount of \$7,950

Reference:     Director of Public Services memo dated October 21, 2015

Recommendation:     That the City Council authorize Warrington Utility & Excavating to remove the existing 6" meter and related structures, and install new 12" water main for \$7,950.

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

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- D. Approving the City's participation in the Small County Outreach Program (SCOP) with Florida Department of Transportation and Santa Rosa County in order to improve Country Club Road

Reference: City Manager memo dated October 23, 2015

Recommendation: That the City Council approve the City's participation in the Small County Outreach Program (SCOP) with the Florida Department of Transportation and Santa Rosa County to improve Country Club Road.

- E. Approving the purchase of two Dell PowerEdge R430 servers from SafariMicro in the amount of \$6,661.12

Reference: Manager of Information Technology memo dated October 20, 2015

Recommendation: That the City Council approve the purchase of two Dell PowerEdge R430 servers from SafariMicro for Fiscal Year 20154/16 in the amount of \$6,661.12 and expense it to account 001-0200-564-64-20.

- F. Declaring forty-five (45) cellular telephones as surplus and providing them to Paraben Corp. for credit on the annual subscription for the Police Department's forensic download system

Reference: Senior Staff Assistant, Community Services, memo dated October 14, 2015

Recommendation: That the City Council declare the forty-five (45) cellular telephones as surplus property and approve trading the phones in to Paraben Corporation for credit on the annual subscription for the Police Department's forensic download system.

- G. Approval staff's recommendation to cancel the December 30, 2015, Executive Session meeting

Reference: City Manager memo dated October 22, 2015

Recommendation: That the City Council cancel the December 30, 2015, Executive Session and approve the holiday closing schedule (closed November 26 and 27, 2015, for Thanksgiving; December 24, 2015, at 12:00 p.m., and all day on December 25, 2015 for

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

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the Christmas holiday; December 31, 2015 at 12:00 p.m., and all day on January 1, 2016, for New Year's Day holiday) as outlined in the City Manager's memo dated October 22, 2015.

- H. Approving payment of an invoice from Galloway/Johnson/Tompkins/Burr and Smith in the amount of \$2,725. 00

Reference: City Clerk memo dated October 22, 2015

Recommendation: That the City Council approve payment of invoice 319305 in the amount of \$2,725.50 to GJTBS.

Councilman Landfair moved for approval of Consent Agenda Items A through H. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

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

**ACTION AGENDA ITEMS:**

- A. Authorization to declare 417 Fairpoint Drive as surplus property and authorize the disposal by a sealed bid process

Reference: Deputy City Manager memo dated October 23, 2015

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

Councilwoman Bookout moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

**NEW BUSINESS:** None

**INFORMATION ITEMS:**

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

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A workshop has been scheduled for Tuesday, November 10<sup>th</sup> at 6:00 p.m. prior to the Executive Council meeting to hear an update from Dan Kopack and the City's Investment Committee on the performance of the City's investments managed by FS Advisors and BBT.

The City Manager requested the Council to schedule a "special" meeting on Friday, November 20<sup>th</sup> or Monday, November 23<sup>rd</sup> to adopt a final budget for FY2015. The City Manager will work with the Council to confirm which date and set a time.

**PUBLIC FORUM:** None

**ADJOURNMENT:** Mayor Dannheisser adjourned the meeting at 6:48 p.m.

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Leslie A. Guyer, City Clerk

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Matt E. Dannheisser, Mayor

**MINUTES OF THE GULF BREEZE FINANCIAL SERVICES WORKSHOP  
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA**

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A Workshop by the Gulf Breeze City Council, Gulf Breeze, Florida, was convened at Gulf Breeze City Hall on Tuesday, November 10, 2015, at 6:00 p.m.

The following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

The City Council convened a workshop to discuss the FY2015 fiscal year-end report of the investments of Gulf Breeze Financial Services. Dan Kopack, FSA Investment Group, and Ed Gray, Gulf Breeze Financial Services, appeared before the Council to discuss the City's portfolios with FSA Investment Group and Branch Banking and Trust Company. The net investment returns and associated investment were discussed in detail. The City's combined portfolio realized a \$129,176.62 gain for FY2015. The City will evaluate possible changes in financial advisor allocations after the first of the year.

**INFORMATION ITEMS:** none

**OPEN FORUM:** none

**ADJOURNMENT:** Mayor Dannheisser concluded the workshop meeting at 6:28 p.m.

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Stephanie D. Lucas, City Clerk

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Matt E. Dannheisser, Mayor

The Gulf Breeze City Council held an Executive Meeting at Gulf Breeze City Hall on Tuesday, November 10, 2015, at 6:30 p.m.

**ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:**

Upon call of the roll the following Councilmembers were present: Councilwoman Renee Bookout, Councilwoman Cherry Fitch, Mayor Pro Tem Joseph Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser.

**PROCLAMATIONS AND PRESENTATIONS**

None

**RESOLUTIONS AND ORDINANCES**

- A. Adoption of Resolution No. 32-15 supporting the Downtown Milton location for the new Santa Rosa County Courthouse

Reference: City Manager memo dated November 5, 2015

Recommendation: That the City Council adopt Resolution 32-15 endorsing the Downtown Milton location for a new Santa Rosa County Courthouse.

Mayor Pro Tem Henderson moved that the resolution be placed on the November 16, 2015, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

**ACTION AGENDA ITEMS**

- A. Authorizing the payment of \$7,931 to Utility Service Company for costs incurred providing temporary water service and install a new 3" water main

Reference: Director of Public Services memo dated October 29, 2015

Recommendation: That the City Council authorize the payment of \$7,931.25 to Utility Service Company for costs incurred to provide temporary water service and install a new 3" water main.

Councilman Landfair made a motion to place staff's recommendation on the November 16, 2015, Regular Meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

- B. Awarding a contract to Utility Service Company in the amount of \$40,834.03 to construct swales along South Sunset and install a stormwater pipe underneath Hillcrest Avenue

Reference: Director of Public Services memo dated November 5, 2015

Recommendation: That the City Council award a contract to Utility Service Company in the amount of \$40,834.03 to construct swales along South Sunset and install a stormwater pipe underneath Hillcrest Avenue.

Mayor Pro Tem Henderson a motion to place staff's recommendation on the November 16, 2015, Regular meeting agenda. Councilman Landfair second. The vote for approval was unanimous.

- C. Authorizing Jehle-Halstead Engineering to determine the feasibility of a northern wetlands discharge stormwater system for the McClure and Shirley Area in the amount of \$4,200 – Stormwater Task Force Recommendation

Reference: Director of Public Services memo dated November 2, 2015

Recommendation: The Stormwater Task Force recommends that the City Council authorize payment of \$4,200 to Jehle-Halstead Engineering to determine the feasibility of a northern wetlands discharge stormwater system for the McClure and Shirley area.

Councilwoman Fitch made a motion to place staff's recommendation on the November 16, 2015, Regular Meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

- D. Approving Amendment No. 1 to Florida Department of Environmental Protection Agreement No. S0666, providing a time extension until November 17, 2017

Reference: Director of Public Services memo dated November 3, 2015

Recommendation: That the City Council approve Amendment No. 1 to DEP Agreement No. S0666 which provides a time extension to November 17, 2017, and authorize the Mayor to sign on behalf of the City.

Councilwoman Fitch made a motion to place staff's recommendations on the November 16, 2015, Regular Meeting agenda. Councilwoman Bookout seconded. The vote for approval was unanimous.

- E. Approving the First Addendum to Agreement for Operation and Management of Tiger Point Golf and Country Club regarding the liquor license

Reference: Deputy City Manager memo dated November 6, 2015

Recommendation: That the City Council approve the First Addendum to the Agreement for Operation and Management of Tiger Point Golf Club as presented and authorize the Mayor to sign the addendum on behalf of the City.

Councilwoman Bookout moved to place staff's recommendation on the November 16, 2015, Regular meeting agenda once the changes discussed at the meeting were made to Section 4 to include taxes and Section 7(b) to provide for notice of any changes in the insurance policy. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

F. Declaring Dell PowerEdge T320 server from Tiger Point Golf Club as surplus property

Reference: Deputy City Manager memo dated November 6, 2015

Recommendation: That the City Council declare the Dell PowerEdge T320 server, serial number 6R58Y1, as surplus personal property and authorize the City Manager to dispose of the unit in the most efficient and cost effective mean.

Mayor Pro Tem Henderson moved to place staff's recommendation on the November 16, 2015, Regular meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

G. Appointing Dedra Thomas as the fifth member of the Police Pension Plan Board of Trustees

Reference: Deputy City Manager memo dated October 29, 2015

Recommendation: That the City Council appoint Dedra Thomas as the fifth member of the Police Pension Board of Trustees to serve a two year term ending on October 30, 2017.

Councilwoman Fitch made a motion to place staff's recommendations on the November 16, 2015, Regular Meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

**NEW ITEMS** None

**INFORMATION ITEMS**

The City Manager advised the Council that a special meeting needed to be scheduled to approve the Fiscal Year 2015 budget adjustments. After discussion, the special meeting has been scheduled for Friday, November 20, 2015, at 4:30 p.m.

**PUBLIC FORUM**

Lynette Dewberry, 500 Navarre Street, addressed the Council regarding the Catawba Street public beach access. She presented a petition signed by Gulf Breeze residents that requested the City "to continue to maintain and make available the public beach access located on Catawba Street." The Mayor instructed the City Clerk to provide a copy of the petition to the attorneys representing the City in the lawsuit. Mike Stebbins, interim City Attorney, will speak with the City's attorneys regarding (1) repairs to the steps to alleviate safety concerns, and (2) to evaluate

the possibility of a counterclaim for eminent domain/condemnation. The Council asked that staff determine if some of the "No Parking" signs can be reduced in the subject area and to provide a report of the locations of all City public beach accesses.

**COUNCIL COMMENTS:**

*Councilwoman Bookout* commended Parks & Recreation for the great job they during the collegiate volleyball tournament.

*Councilwoman Fitch* asked if we could use Tourist Development Council funds to improve the City's parks and public beach access points. City Manager Eddy instructed that staff would review this issue.

**ADJOURNMENT** Mayor Dannheisser adjourned the meeting at 7:15 p.m.

# City of Gulf Breeze

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 11/13/2015

**Subject:** Resolution 32-15

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There has been considerable discussion by the Santa Rosa County Board of County Commissioners (BOCC) recently regarding the location of the new Courthouse. Much of that discussion has involved the proposal for a downtown Milton location. I have spoken to several County representatives who suggested that the City defer any action on Resolution 32-15 while that dialogue is on-going. I would recommend that we honor that request and table further consideration of Resolution 32-15.

Once the BOCC reaches a consensus on the location, the City Council could consider a revised version of 32-15 to support this decision. Should you have any questions, please do not hesitate to contact me.

**Recommendation: That the City Council table consideration of Resolution 32-15.**

Enclosure

**RESOLUTION 32-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA SUPPORTING THE DOWNTOWN MILTON LOCATION FOR THE NEW SANTA ROSA COUNTY COURTHOUSE AS RECOMMENDED BY THE CITY OF MILTON.**

**WHEREAS**, the Santa Rosa County Courthouse, built in 1927, is no longer sufficient for all the necessary courthouse functions; and

**WHEREAS**, Santa Rosa County needs a new courthouse; and

**WHEREAS**, one issue that has been a continuous sources of discussion and analysis is where the new courthouse should be located; and

**WHEREAS**, the City of Milton created a study group to examine costs, property conditions, and community support. The result of their study found that the best location of the new courthouse would be in Downtown Milton; and

**WHEREAS**, a presentation was made recently to the Santa Rosa County Board of County Commissioners regarding the location as depicted on the attached aerial photograph; and

**WHEREAS**, the City of Gulf Breeze supports the conclusion that the new courthouse should be in Downtown Milton.

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

Section 1: That the City of Gulf Breeze supports the conclusion that the location of the new Santa Rosa County Courthouse should be near its current location as reflected on the attached map.

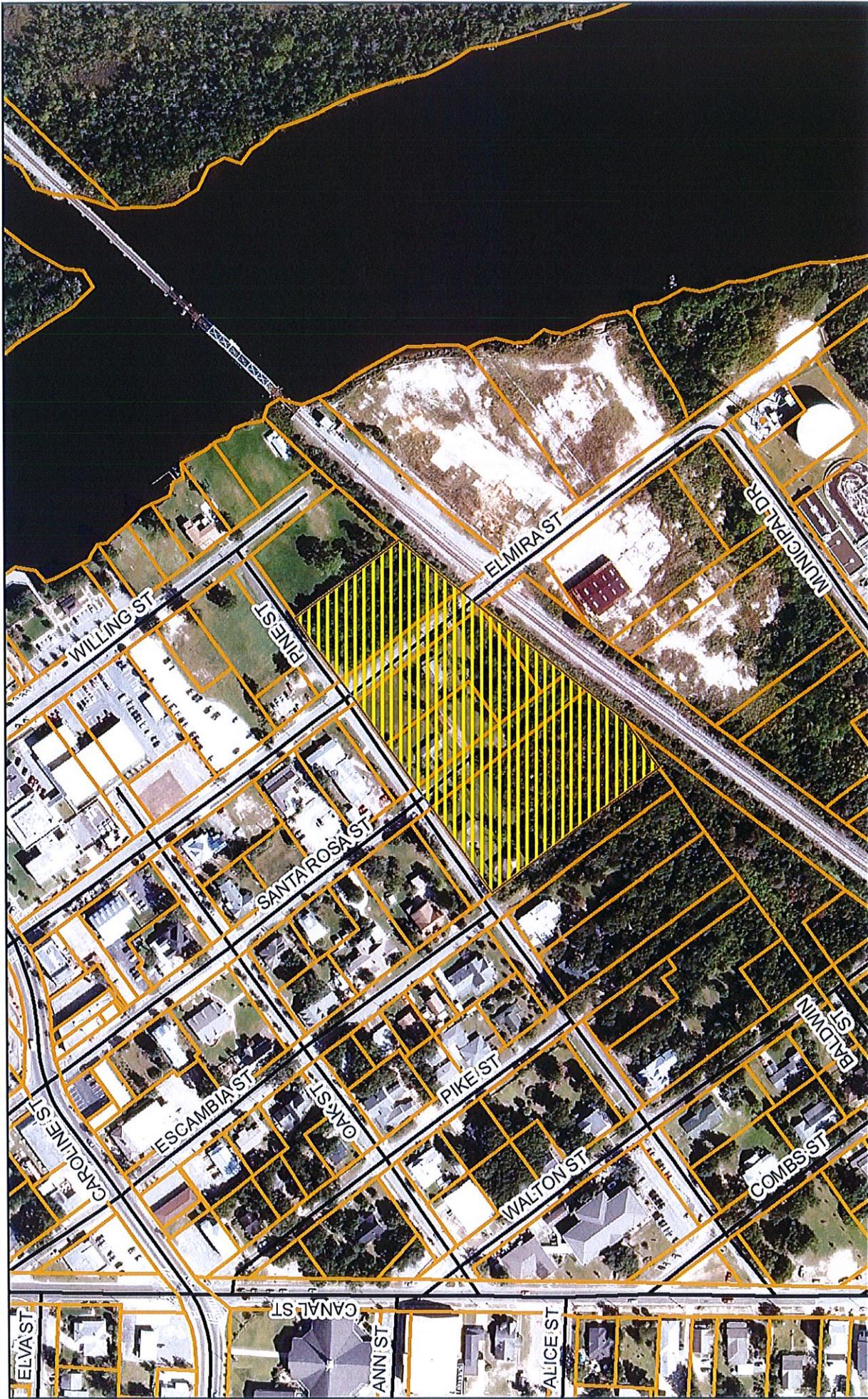
**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA**, on this \_\_\_\_\_ day of November, 2015.

CITY OF GULF BREEZE, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

\_\_\_\_\_  
Leslie A. Guyer, City Clerk or  
Stephanie Lucas, City Clerk



# Downtown Milton Proposed Pine Street Courthouse Location Map

**Legend**

-  Proposed Courthouse Property
-  Property Lines
-  Streets

# *City of Gulf Breeze*

## Memorandum

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

**From:** Curt Carver, Deputy City Manager

**Date:** 11/12/2015

**Subject:** Tiger Point Operating Agreement

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Enclosed is a copy of the first addendum to the operation and management agreement for Tiger Point that was revised based on comments from the Executive Meeting on November 10<sup>th</sup>. These revisions involve the payment of taxes related to the liquor license and the notice provision concerning changes to the insurance coverage. These revisions have been provided to IGC-Tiger Point and Integrity and have been approved by them.

I would suggest that it be presented to the City Council for their consideration and approved. Should you have any questions, please do not hesitate to contact me.

**Recommendation:** That as part of the consent agenda, the City Council approve the first addendum to the agreement for operation and management of Tiger Point Golf Club as presented and authorize the Mayor to sign the addendum on behalf of the City.

Enclosure

**FIRST ADDENDUM TO  
AGREEMENT FOR OPERATION AND MANAGEMENT  
OF  
THE TIGER POINT GOLF AND COUNTRY CLUB**

THIS FIRST ADDENDUM TO AGREEMENT FOR OPERATION AND MANAGEMENT OF THE TIGER POINT GOLF AND COUNTRY CLUB (hereinafter this "First Addendum") is made and entered into as of the 1st day of October, 2015 (hereinafter, the "Effective Date"), by and among the **City of Gulf Breeze**, a Florida municipal corporation, 1070 Shoreline Drive, Gulf Breeze, FL 32561 (hereinafter, "City") and **IGC-Tiger Point Property, LLC**, a Florida limited liability company, 1255 Country Club Road, Gulf Breeze, FL 32563 (hereinafter "Contractor"), which is a wholly-owned subsidiary of **Integrity Golf Company, LLC**, a Florida limited liability company, 16301 Phil Ritson Way, Winter Garden, FL 34787 (hereinafter, "Integrity"), and **Integrity**, all of which do hereby agree as follows:

**WHEREAS** the parties entered into that certain Agreement For Operation and Management of the Tiger Point Golf and Country Club on October 1, 2015 (hereinafter "Agreement"); and,

**WHEREAS** the City is the owner of those certain parcels of land located in Gulf Breeze, Florida, commonly known as Tiger Point Golf and Country Club as more particularly depicted in **Exhibit "A"** of the Agreement (hereinafter the "Facility"); and

**WHEREAS** the parties contemplated in the Agreement that Contractor and/or Integrity shall obtain and maintain all licenses and permits required by all governmental authorities having jurisdiction over the Facility for the type of business operated by Contractor and/or Integrity during the term of this Agreement including but not limited to a liquor license; and,

**WHEREAS** the parties contemplated in the Agreement that the Contractor and/or Integrity would be responsible for any and all of the operations at the Facility, including but not limited to any operations associated with a liquor license; and that the City would not be responsible for any of the operations at the Facility; and,

**WHEREAS** the Contractor has represented to the City that it cannot obtain from the Florida Division of Alcoholic Beverage and Tobacco a license for the sale of beer, wine or liquor on the Facility because the Contractor and/or Integrity are not leasing the Facility; and,

**WHEREAS** the City has agreed to obtain as sole licensee a license to sell beer, wine and liquor for consumption at the Facility in exchange for agreements from the Contractor and Integrity in this First Addendum.

**NOW THEREFORE**, in consideration of the aforementioned and other good and valuable consideration, the parties agree as follows:

1. This First Addendum amends the Agreement.

2. The prompt performance of the Agreement by the Contractor is guaranteed by Integrity.
3. The City agrees to be the licensee of a Series "11CG", Type "PC" Alcoholic Beverage Retailer License, under License No. BEV6721280, to sell beer, wine and liquor for consumption at the Facility (hereinafter the "Liquor License").
4. The Contractor agrees to pay all costs, fees, taxes, etc. associated with the Liquor License including, but not limited to such costs, fees, taxes, etc. for the City to be the licensee on the Liquor License.
5. The Contractor shall be responsible for any and all operations at the Facility associated with the Liquor License; and the City shall not be responsible for any operations at the Facility associated with the Liquor License.
6. In addition to the indemnification obligations of the Contractor and Integrity to the City as expressed in the Agreement, the Contractor and Integrity further agree to indemnify, defend, and hold the City, its elected and appointed officials, employees, agents, consultants and assigns harmless from and against any and all claims, demands, actions (including enforcement proceedings initiated by any government agency), penalties, suits, and liabilities (including the cost of defense, settlement, appeal, and reasonable attorneys' fees and costs, but excluding consequential damages), which they or any of them may have alleged against them, incur, become responsible for, or pay out for any reason, including the death of or personal or bodily injury to any person; destruction or damage to any property caused in whole or in part by, arising out of, or related to (i) any act or omission constituting negligence, gross negligence, or willful misconduct associated with the Liquor License on the part of Contractor or Integrity or their respective directors, officers, employees, agents, consultants and contractors or subcontractors, including but not limited to any violation by Contractor or Integrity of governmental laws, regulations, orders, or the like associated with the Liquor License; or (ii) the Contractor or Integrity's breach of this First Addendum.
7. The Contractor, throughout the term of this First Addendum and the Agreement, and anyone performing such services under a contract with the Contractor or Integrity, either oral or written, throughout the performance of its services pursuant to this First Addendum and the Agreement, shall obtain and maintain in full force and effect insurance coverage at Contractor's expense for the Liquor License, all of which shall name the City as an additional insured, including but not limited to:
  - a. **Dram Shop or Liquor License Insurance.** A policy providing Liquor Liability Insurance, more commonly referred as "Dram Shop" Insurance coverage with policy limits and deductibles equal to those specified in Sections XIII. B. 3. of the Agreement with respect to liability insurance, covering the full amount of potential liability from time to time provided or

imposed upon the sellers of alcoholic beverages under the laws of the State of Florida and fully protecting the Contractor and the City in connection with any such sales (or other offering) of alcoholic beverages on the Facility.

- b. **Notice.** The insurance policy referenced in Section 5.a. herein shall either be non-cancellable or require the insurer to give the City at least thirty (30) days written notice of cancellation, change or non-renewal.
- c. **Cancellation or Non-renewal.** In the event of cancellation or non-renewal of the insurance policy referenced in Section 5.a. herein, the Contractor shall have five (5) business days from the date of written notice referenced in Section 5.b. herein to procure a new insurance policy identical to the insurance policy referenced in Section 5.a. herein acceptable to the City.
- d. **Suspension or Termination.** If the Contractor fails to timely meet its obligation under Section 5.c. herein, the City shall have the right to purchase insurance coverage as described in Section 5.a. herein and charge the expense of the purchased insurance to the Contractor. If the Contractor fails to pay the City the expense of the purchased insurance within five (5) business days of written demand by the City to the Contractor, the City in its sole discretion shall have the authority to suspend or terminate all operations at the Facility associated with the Liquor License and/or terminate the Agreement for cause.

8. Except as set forth in this First Addendum, the Agreement is unaffected and shall continue in full force and effect in accordance with the Agreement terms. If there is conflict between this First Addendum and the Agreement, the terms of this First Addendum will prevail.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

“City”

CITY OF GULF BREEZE

\_\_\_\_\_  
Matt E. Dannheisser  
Mayor

Attest:

\_\_\_\_\_  
Leslie Guyer  
City Clerk

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“Contractor”

WITNESSES:

IGC-TIGER POINT PROPERTY, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

(CORPORATE SEAL)

“Integrity”

WITNESSES:

Integrity Golf Company, LLC,  
a Florida limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

(CORPORATE SEAL)