

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

JANUARY 27, 2016
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. ROLL CALL
2. PROCLAMATIONS AND PRESENTATIONS
3. RESOLUTION AND ORDINANCES
4. ACTION AGENDA ITEMS
 - A. Discussion and action regarding street light on Madrid Avenue
 - B. Approval of Special Event Application from Adam Guess Consulting Inc., for a 5K run on Saturday, October 15, 2016
 - C. Approval for Police Department to donate surplus 2009 Ford Crown Vic to George Stone Police Academy
 - D. Approval to accept offer from KGR Ventures LLC., to purchase 417 Fairpoint Drive and authorize the Mayor to execute sales agreement on behalf of the City
 - E. Approval of change order with Utility Service Company for modifications to the stormwater line located on Center Drive
 - F. Approve dredging/excavation of Gilmore Bayou, April 2014 flood damage
 - G. Approve the concept of forming a Tourist Development Advisory Committee and direct staff to develop an ordinance to establish the committee
 - H. Approval of conditions for the sale of 1198 Gulf Breeze Parkway (Peyton Building)
 - I. Approval to extend the City's contract with Adjusters International for the April 2015 to April 2017 time period
 - J. Approval for payment of invoice from Galloway/Johnson/Thompkins/Burr and Smith (GJTBS) in the amount of \$11,110.09 for professional services through December 2015
5. NEW ITEMS
6. INFORMATION ITEMS
7. PUBLIC FORUM
8. ADJOURNMENT

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



City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Nathan G. Ford, Assistant to the City Manager

Date: 1.20.2015

Subject: Madrid Avenue Street Lighting

A request has been made by residents living on Madrid Avenue to remove a recently installed street near # 2 on Madrid Avenue. Enclosed is the original letter submitted by the residents.

City staff became aware of the absence of adequate lighting through contact with an area resident within specific street segments of Highpoint Drive, Madrid Avenue, and Oviedo Street . After staff review of the street light locations within this area in the Fall of 2015, it was determined that there was an absence of lighting within certain areas and a few additional street lights would need to be installed to improve pedestrian and driver safety. Even on short streets, there is generally one light at each intersection and one mid-block between intersections. Heavy tree cover, curves and other street features limit uniform street lighting. In other words, because of these features, there are dark street segments in many sections of our City. Madrid Avenue, although a very short street, has heavy tree cover, yielding a very "dark spot" in the mid-section of the street. To remove this light would contribute to inconsistent street lighting within the Madrid/Highpoint area.

City Staff is opposed to the elimination of the street light on Madrid. Each street light of the type installed on Madrid costs the City \$9.08 per month. After the request for removal of the light was made, City Staff immediately worked with Gulf Power to install a "Cutoff" device which concentrates the light downward and reduces lamination "reach" into resident yards and homes. This device costs the City an additional \$1.25 a month. Residents that asked for the light to be removed remain unsatisfied. Staff further worked with Gulf Power this month to see if other accommodations could be made to dampen the intensity of the light while adhering to safety concerns as previously mentioned. Enclosed is an email from Gulf Power outlining their review. No further practical options exist with the type of lighting that we have in the City. According to Gulf Power, even if a "wildlife certified light" were applied (\$29.00 per month), this device would not prevent lighting "reach."

Recommendation: That the City Council approves City staff recommendation of not eliminating the street light on Madrid Avenue.



Edwin Eddy <eaeddy@gulfbreezefl.gov>

Fwd: Madrid Light

1 message

Nathan Ford <nford@gulfbreezefl.gov>

Wed, Jan 13, 2016 at 3:04 PM

To: Edwin Eddy <eaeddy@gulfbreezefl.gov>, Curt Carver <ccarver@gulfbreezefl.gov>, Stephanie Lucas <slucas@gulfbreezefl.gov>, Vernon Prather <vprather@gulfbreezefl.gov>, Leslie Guyer <lguyer@gulfbreezefl.gov>

FYI -

See below. Response from Gulf Power on Madrid.

Nathan

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

From: **Jones, Joseph B. (Gulf)** <JBONES@southernco.com>

Date: Wed, Jan 13, 2016 at 2:30 PM

Subject: RE: Madrid Light

To: Nathan Ford <nford@gulfbreezefl.gov>

Nathan,

Thank you for the opportunity to address the outdoor lighting concerns of the residents on Madrid.

By changing out the Cobrahead fixture to a Cut-off Cobrahead fixture, we focused the light downward on the street and reduced the glare of the light fixture. A shield is not available for either the Cobrahead or Cut-off Cobrahead fixtures. Gulf Power does offer other lighting options, however I feel that none of those options will reduce the amount of light reaching the areas which are concerning the local residents on Madrid.

I agree that outdoor lighting is necessary for the safety and security of the local residents, as well as anyone driving through the area, and that it is necessary to have outdoor lighting on Madrid Avenue.

Gulf Power is proud to work with the City of Gulf Breeze by offering the proper outdoor lighting options. Please let me know how I can assist you further in this

matter. Enjoy your day...

Joe Jones

Lighting Consultant

LIGHTING SERVICES

Gulf Power Company

 **Bell (850) 444-6658**

 **Cell (850) 324-3985**

 **E-mail jbjones@southernco.com**

"What we have done for ourselves alone dies with us. What we have done for others and the world remains and is immortal!" -- Albert Pike



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how to start saving today!

Stay connected with Gulf Power



From: Nathan Ford [mailto:nford@gulfbreezefl.gov]

Sent: Wednesday, January 13, 2016 10:05 AM

To: Jones, Joseph B. (Gulf)

Subject: Re: Madrid Light

Hello, Joe,

Hope you are having a good day. When we last spoke, you mentioned the possibility of developing a letter for the City concerning your research on lighting for Madrid. It would be most helpful if you could produce a letter, but I certainly understand if providing a letter is not possible. We have an executive council meeting tonight. A letter may help the Council/Staff in understanding the options or in this case, the lack of options while adhering to safety.



Gulf Breeze Police Department

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief *OK*

Date: 01-18-16

Ref: Special Event Application

Adam Guess of Guess Consulting Inc. has submitted an application for a 5K run across the Pensacola Bay Bridge. The run would start in Pensacola and end at the Bridge Bar in Gulf Breeze. The runners will run southbound on the Pensacola Bay Bridge. The run will be on Saturday, October 15, 2016, beginning at 7:30am. The race coordinator expects approximately 1200 participants. Pensacola Police will handle all traffic issues because of the race course. At this time I have an email from the Pensacola Police Department traffic sergeant stating they have no objections to the run. Traffic Control will be done by on-duty and off-duty officers. Off duty officers will provide security for the after run festivities and will be paid by the race organizer.

RECOMMENDATION: That the City Council approves the application.



Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

City of Gulf Breeze Special Event

Packet Includes:

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

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

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

At least (30) days prior to the special event


Applicant's Signature

12/29/15
Date



Gulf Breeze Police Department

***311 Fairpoint Drive
Gulf Breeze, FL 32561***

***Chief Robert Randle
Deputy Chief Rick Hawthorne***

***Office 850-934-5121
Fax 850-934-5127***

City of Gulf Breeze

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

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

- (a) The name, address and telephone number of the person requesting the permit.
- (b) The name and address of the organization or group he or she is representing.
- (c) The name, address and the telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- (d) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- (e) The date the event is to be conducted and the hours it will commence and terminate.
- (f) The specific location(s) where the event is to take place.
- (g) Sponsors of the Special Events will be responsible for all costs incurred by the city in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use auxiliary and part-time officers to keep the expense down, but should we have to utilize full-time personnel, the cost will increase considerably.
- (h) Assurance that the applicant will conform to the necessary fire prevention rules, regulations and guidelines.

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


Applicant's Signature 12/29/15
Date

Police Department's Approval Date

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

12/29/15
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Guess Consulting Inc (Bridge to Bridge 5K)
Address 1100 Shoreline Dr #215 Gulf Breeze FL 32561

2. PERSON REQUESTING PERMIT:

Name Adam Guess
Address SAA
Phone 850 261 6171

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

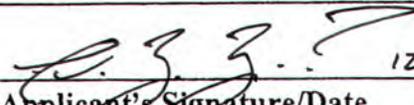
Name Adam Guess
Address SAA
Phone SAA

4. DATE, HOURS AND LOCATION OF EVENT:

Sat Oct 15, 2016. 3 mile Bay Bridge + The
Bridge Bar + Sunset Lounge. 7:30am - 10:00am

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: 5K Running Event

w/ ~ 800 runners. \$3.00 per runner will go to
Gulf Breeze Rotary Club. (last year \$1,848 was donated)


Applicant's Signature/Date 12/29/15

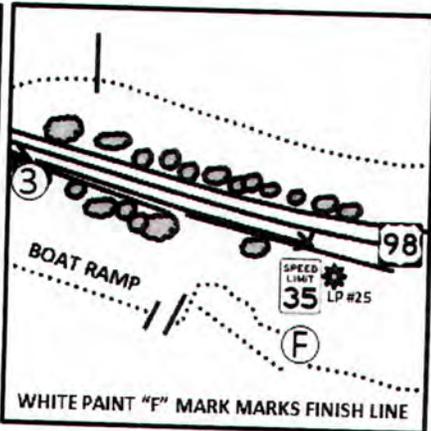
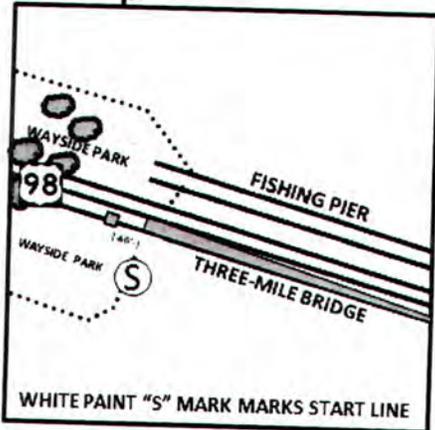
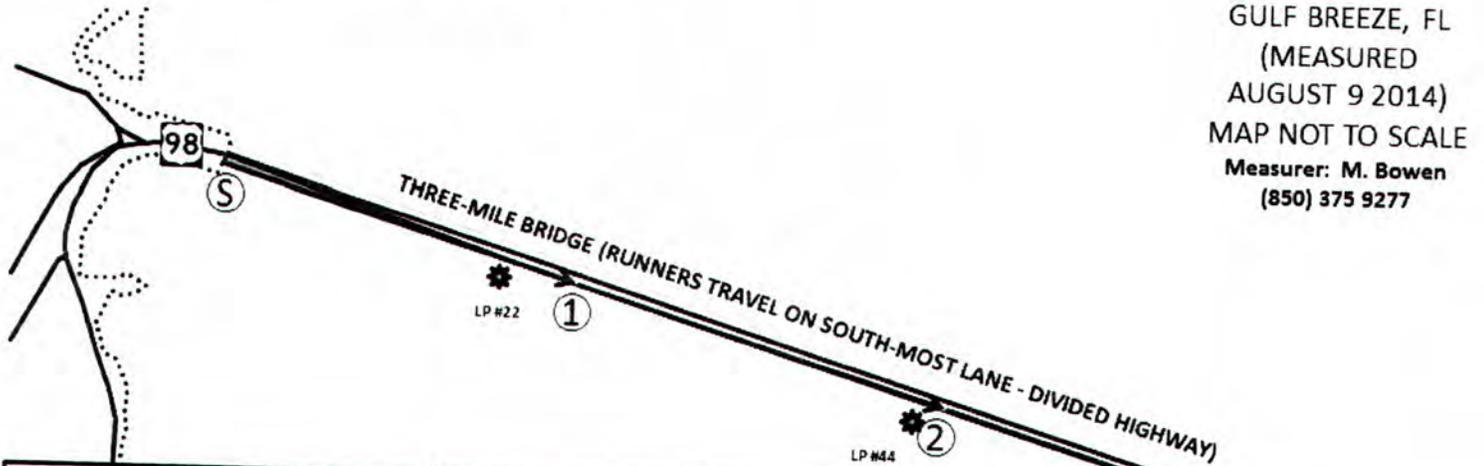
Police Department's Approval/Date

City Manager's Approval/Date

Start – 60' S of marker plaque, N end of bridge
 Mile 1 – 137' S of light pole #22
 Mile 2 – 27' S of light pole #44
 Mile 3 – 73' S of Gulf Breeze city limits sign
 Finish – Speed Limit sign 5' N of light pole #25



**BRIDGE TO
 BRIDGE 5K**
 PENSACOLA, FL
 -to-
 GULF BREEZE, FL
 (MEASURED
 AUGUST 9 2014)
 MAP NOT TO SCALE
 Measurer: M. Bowen
 (850) 375 9277



GPS devices work by receiving signals from satellites. The quality of different GPS units can vary, but all of them can be affected by conditions such as buildings in urban environments or heavy overhead tree cover that interfere with reception of the satellite signals and can cause them to be inaccurate. Race courses certified by USATF are measured by a proven method that incorporates the calibration of measuring devices against a steel tape and are verified by multiple measurements. Race courses are measured along a well-defined path called the "SPR"—the Shortest Possible Route that a runner can possibly run. Most runners don't actually run the SPR, so the distance recorded by their GPS device will usually be longer than the certified length of the course, even though the course was properly measured along the SPR according to USATF rules.

**MEASUREMENT
 INTEGRITY LLC**

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/3/2015

Subject: Police Vehicle Purchase

The approved FY16 Police Budget authorized the purchase of two patrol vehicles at a cost of \$80,000. Typically, the City uses the state contract pricing to make police vehicles purchases. The units budgeted for were the Ford Police Interceptor Utility and the Ford Police Interceptor Sedan. Funding for this purchase is allocated from the Red Light Camera Fund. The Department ordered these vehicles shortly after the Department budget was approved. Typically, we would expect delivery early in 2016.

Hub City in Crestview has the state contract for police interceptor vehicles and currently has these vehicles in stock. This will expedite delivery. The total cost of these two vehicles is \$73,773.87. The additional cost to equip these vehicles will be less than \$2,000.00. A memorandum from Deputy Chief Hawthorne is enclosed, which provides additional information. As you can see from the enclosed, the Department also intends to dispose of two Crown Vic Interceptors with high mileage that are no longer useful for patrol purposes. They will be placed on GovDeals.com for disposal subject to City Council approval.

Also enclosed is a memorandum from Chief Hawthorne that provides a current Department inventory of vehicles. The two vehicles currently being recommended as surplus are listed in the "Spare Marked Unit" category. The vehicles currently in patrol that are being replaced will move into this category. The Department is also evaluating the disposal of the 2009 Chevrolet Silverado. This vehicle however, was obtained with a grant that requires additional evaluation prior to being declared surplus.

While not on this inventory, there is a 2005 Ford F150 in the Department's parking lot that should also be declared surplus. This vehicle was originally assigned to the Police Department, but was transferred to Parks and Recreation after it was no longer useful for patrol purposes. After a number of years in Parks and Recreation, it has reached the end of its useful life and requires significant repairs. Accordingly, it should be declared surplus along with the aforementioned Crown Vics as long as the City will be placing some vehicles on GovDeals.

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

Recommendation: That the City Council approve the purchase of one (1) 2016 Ford Police Interceptor Utility vehicle and one (1) 2015 Ford Police Interceptor sedan from Hub City Ford Mercury of Crestview, Florida under the state contract at a total cost of \$73,773.87 with funding from the Red Light Camera Fund and further declare the following vehicles as surplus: 2007 Ford Crown Vic, VIN# 2FAFP71W87X111513; 2009 Ford Crown Vic, VIN# 2FAHP71V19X108973; and 2005 Ford F150, VIN 1FTPW12555FA37223 and authorize their disposal on Govdeals.com.

Enclosures

Vehicles to be disposed of by placing them on Govdeals.com

- 1. 2007 Ford Crown Victoria – This vehicle has very high mileage. It is not suitable for patrol. VIN 2FAFP71W87X111513**
- 2. 2009 Ford Crown Victoria- This vehicle has very high mileage. It is not suitable for patrol. VIN 2FAHP71V19X108973**



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

Memorandum

To: Curt Carver, Deputy City Manager

From: Rick Hawthorne, Deputy Chief *RHA*

Date: 12-03-15

Subject: Vehicle Inventory

I have attached a list of all vehicles that are property of the Police Department. The department currently has 18 full time officers and each officer has a take home vehicle. We have two spare marked patrol vehicles that are used by our part time officers or the full time officers if their vehicle needs repair. We have one marked patrol vehicle that is used by the VIPs.

Currently we have two extra vehicles parked at the station. One vehicle is parked due to the officer being on light duty. The other is because the officer is assigned to narcotics and does not drive a marked unit.

Chief Randle	2012 Toyota Prius
DC Hawthorne	2011 Toyota Camry
Sgt Armstrong	2014 Ford Utility
Sgt Neff	2004 Ford F250
Sgt Lyster	2011 Crown Victoria
Sgt Tatro	2013 Ford Utility
Ptl Taveirne	2014 Ford Utility
Ptl Nguyen	2013 Ford Utility
Inv Baker	2005 Ford 500
Ptl Troy	2013 Ford Utility
Ptl Eskridge	2015 Ford Utility
Ptl White	2011 Chev Tahoe
Inv Skelton	2004 Lexus

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Accredited by Commission for Florida Law Enforcement Accreditation



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

January 19, 2016

To: Edwin Eddy, City Manager

From: ^{RR} Robert Randle, Chief

Re: Donation of surplus Crown Vic to George Stone Police Academy

On 12-~~21~~-15 the City Council approved declaring two Crown Vic Police vehicles as surplus and to place them on Govdeals.com. Since that time Greg Moody, the Director of the George Stone Police Academy has requested that we consider donating one of the vehicles to the Academy to be used in training the Police Academy students on use of the vehicle and traffic stops, etc. I have seen the vehicles at George Stone and they are "relics".

The vehicle we would like to donate to the Academy is a 2009 Ford Crown Vic, VIN#2FAHP71V19X108973. The disposal of this vehicle has already been approved.

RECOMMENDATION: That the Crown Vic be donated to the Police Academy to be used for training purposes.





City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 1/19/2016

Subject: Sale of 417 Fairpoint Drive

As you know, on November 2, 2015, the City Council declared 417 Fairpoint Drive to be surplus property, determine that disposal of the property was in the best interest of the City and authorized staff to invite sealed bids for the purchase of the property. Pursuant to that direction, staff developed and advertised the invitation for bids. Unfortunately, no bids were received. It appears from subsequent discussions with prospective bidders that the ambiguity in the deed restrictions and the appraised value created too much risk and/or uncertainty for bidders.

It was then suggested that the City retain the services of a realtor on a pro bono basis to market the property. As that process was being formulated, we were informed that there were two local builders that were interested in the property. Staff reached out to these parties and the outcome of that discussion is the enclosed written offer from KGR Ventures LLC (KRG). KRG has offered \$73,000 plus \$3000 in closing costs for the property. This offer is contingent on water and sewer taps being included in the price. The City's policy is to recognize that any previously paid tap fee transfers with the property. There was prior water service to the property so that tap fee had been previously paid. There was no sewer account however, so the City would be waiving the sewer tap on fee under this offer should KRG choose to connect to the public system. This is valued at \$5200.

KRG has indicated that they are willing to abide by the covenants and that this is a cash offer. While this is below the appraised value of the property, I believe this is a realistic offer based on the deed restrictions, which may not have been fully taken into account in the appraisal report. This offer was further validated by another verbal offer from another local builder that was significantly less.

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

Recommendation: That the City Council accept the offer from KGR Ventures LLC to purchase 417 Fairpoint Drive for a cost of \$73,000 plus closing costs of up to \$3,000 and direct the City

Attorney to prepare a sales contract with KGR and further authorize the Mayor to execute said agreement on behalf of the City.

Enclosure

January 12, 2016

Rick Richardson Managing Partner

KGR Ventures LLC

103 Beach Dr

Gulf Breeze, Florida 32561

To the City Of Gulf Breeze,

We would like to put in an offer to purchase 417 Fairpoint Dr., Gulf Breeze Florida 32561. It's parcel number on the SRCPA.ORG site is 06-3S-29-0540-02800-0140 containing approximately .688 acres.

This parcel has some very restrictive covenants attached to it which heavily limit its development. We are willing to abide by those covenants. The details of our offer are as follows.

Purchase price of \$73,000.00 and all closing costs up to a total of \$3000.00. We would need to be assured of the water and sewer tap fees to be included in this price. A cash purchase within 30 days of acceptance of our offer. Closing to be held at closing attorney of our choice. Details need to be acceptable to the interpretation of our attorney.

Sincerely,



Rick Richardson Managing Partner



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.L.P.*
DATE: January 13, 2016
RE: Northern Section Stormwater Change Order

The City began construction of the Northern Section Stormwater System in 2014. In preparation for the installation of the stormwater line on Center Drive, we have determined that there is a significant conflict between the City's 6" steel gas main and the proposed 24" stormwater line.

In order to resolve this, we evaluated two options:

Rework/Reroute the 6" steel gas main:

This task requires complex and expensive pipeline work to relocate the gas pipe underneath the stormwater line. The estimated cost is approx. \$25,000.

Modify the stormwater line:

The addition of two (2) manholes to allow the stormwater line to pass underneath the gas and sewer mains will be required as shown in the attached drawing. The cost for this modification is \$14,529.66

Based on the costs listed above and the desire to have the gas main to remain in its existing location, staff recommends that the stormwater line be modified.

Recommendation: City Council authorize a change order to Utility Service Co. for modifications to the stormwater line located on Center Drive in the amount of \$14,529.66



Center Drive
Stormwater
Modification

6" Natural Gas Main



January 12, 2016

City of Gulf Breeze, Florida
1070 Shoreline Drive
Gulf Breeze, FL. 32561
Attn: Mr. Vernon Prather
RE: Center Drive additional 24" MH's

QUOTATION

Item #	Description	Unit	Qty	Unit Price	Extension
1	24" MH w/48" Bottom & 1.0' sump	EA	2	\$ 5,261.73	\$ 10,523.46
2	24" ADS Exfiltration Pipe	LF	30	\$ 133.54	\$ 4,006.20
TOTAL					\$ 14,529.66

Thank you for the opportunity.

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



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: January 22, 2016

Subject: Maintenance Dredging – Gilmore Bayou

The City has a stormwater basin that empties into Gilmore Bayou at the east end of Montrose Boulevard. The April 2014 flood caused a catastrophic failure of the pipes that conveyed stormwater from the intersection of Navarre Street, Fairpoint, and Highpoint which resulted in soil around the pipes and under the road being deposited in Gilmore Bayou. The City repaired the damage and filled the void with new soil. A second heavy rain occurred after the April 2014 event and the newly deposited fill also washed into the Bayou.

We asked Heather Reed of Ecological Consulting Services to obtain the necessary permits or exemptions to allow the City to hire a dredging/excavation firm to remove approximately 944 cubic yards of spoil from the end of Gilmore Bayou within 50 feet of the stormwater discharge structure. This work has now been permitted and we have obtained a quote from a firm that can immediately accomplish the work using both excavation and hydraulic dredging.

Once the permits and exemptions were in hand, Ms. Reed then sought quotes from firms capable of completing the dredging and with schedule availability to get the work done as soon as possible. WR, LLC, Alabama Dredge Company has the lowest price and is available to do the work. The price is \$45,000. The City should also compensate Ms. Reed \$5,000 for preparing the permit applications, securing permits, and obtaining prices. She will also monitor the project to assure compliance with the permit.

In order to secure the proper permits and exemptions while keeping the cost for this project low, we decided immediately after the April '14 flood to use the vacant lot at the corner of Berry and Fairpoint as a dewatering site. Once the spoil is dewatered, it will be hauled to another location and stored for use. During the excavation/dredging and dewatering, we will maintain a pump on

TO: Mayor and City Council

January 22, 2016

Page 2

site at the Berry lot to make sure heavy rain does not cause overflow. The project will be one month in duration.

We will work with Adjusters International on partial funding of this project by FEMA. There is almost no chance of FEMA funding because we are unable to cite documents that establish the conditions (depth) of the Bayou near the outfall before the flood.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A PROJECT TO DREDGE/EXCAVATE UP TO 944 CUBIC YARDS OF SOIL FROM WITHIN 50 FEET OF A DRAINAGE OUTFALL IN GILMORE BAYOU TO BE COMPLETED BY WR – ALABAMA DREDGE AT A COST OF \$45,000 AND PAY ECOLOGICAL CONSULTING SERVICES \$5,000 FOR CONSULTING SERVICES ON THIS PROJECT.



Florida Department of Environmental Protection

160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

October 7, 2015

BY ELECTRONIC MAIL:

eaeddy@gulfbreezefl.gov

The City of Gulf Breeze
c/o Edwin Eddy
1070 Shoreline Dr
Gulf Breeze, FL 32561

Project Name: Gilmore Bayou
File No.: 57-0186277-001-EE
Santa Rosa County

Dear Mr. Eddy:

On August 19, 2015, we received your request for verification of exemption to perform the following activities:

Perform maintenance dredging at an existing stormwater discharge structure in a manmade canal. Approximately 944 cubic yards of material will be removed to a depth of no more than five (5) feet below the Mean Low Water Line and no further than 50-feet waterward from the discharge structure. Sediment removal will be accomplished by excavation and hydraulic dredge. Hydraulic dredging will be performed in areas inaccessible to the excavator. **Dredged material will be dewatered and stored in uplands, offsite.** The project will take place in Gilmore Canal, an artificially created portion of Gilmore Bayou, Class III Waters of the State, Prohibited for Shellfish Harvesting, located in Gulf Breeze, FL in Section 06, Township 03 South, Range 29 West, Santa Rosa County. Latitude 30° 21' 42.99" N / Longitude 87° 11' 14.85" W.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt under Chapter 62-330.051(7)(a), Florida Administrative Code, from the need to obtain a regulatory permit under part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification will expire after one year, and will not be valid at any other time if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. However, the activity may still be conducted without further notification to or verification from the Department after the one-year expiration of this verification, provided: 1) the project design does not change; 2) site conditions do not materially change; and 3) there are no changes to the statutes or rules governing the exempt activity. In the event you need to re-verify the exempt status for the activity after the one-year expiration of this verification, a new application and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

2. Proprietary Review – Not required

The activity does not appear to be located on sovereign submerged lands, and does not require further authorization under Chapter 253 of the Florida Statutes, or Chapters 18-20 or 18-21 of the Florida Administrative Code.

3. SPGP Review – Approved

Your proposed activity as outlined on your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit IV-R1, and a **SEPARATE permit** or authorization **will not be required** from the Corps. Please note that the Federal authorization expires on July 25, 2016. You, as permittee, are required to adhere to all General Conditions and Special conditions that may apply to your project." A copy of the SPGP IV-R1 with all terms and conditions and the General Conditions may be found at <http://www.saj.usace.army.mil/Missions/Regulatory/Sourcebook.aspx>.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Additional Information

This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

Please retain this letter. The activities may be inspected by authorized state personnel in the future to insure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.201, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S. must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency action may file a petition within 21 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when the order is filed with the Clerk of the Department.

Judicial Review

Any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, M.S. 35, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Ryan Godwin at the letterhead address, at (850) 595-0559, or at Ryan.Godwin@dep.state.fl.us.

Executed in Escambia County, Florida

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Tanya Alvarez McHale
Environmental Administrator
Submerged Lands and Environmental
Resources Program

Attachments:

Project Drawings, 4 pages

Rule 62-330.051(7)(a), F.A.C. and Section 403.813(1)(f), F.S.

General Conditions for Federal Authorization for SPGP IV-R1, 2 pages

cc:

USACE

Heather Reed, Agent, pm@ecologicalconsultingservices.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this exemption, including all copies, were mailed/emailed
before the close of business on
October 7, 2015, to the above listed persons.

FILING AND ACKNOWLEDGMENT

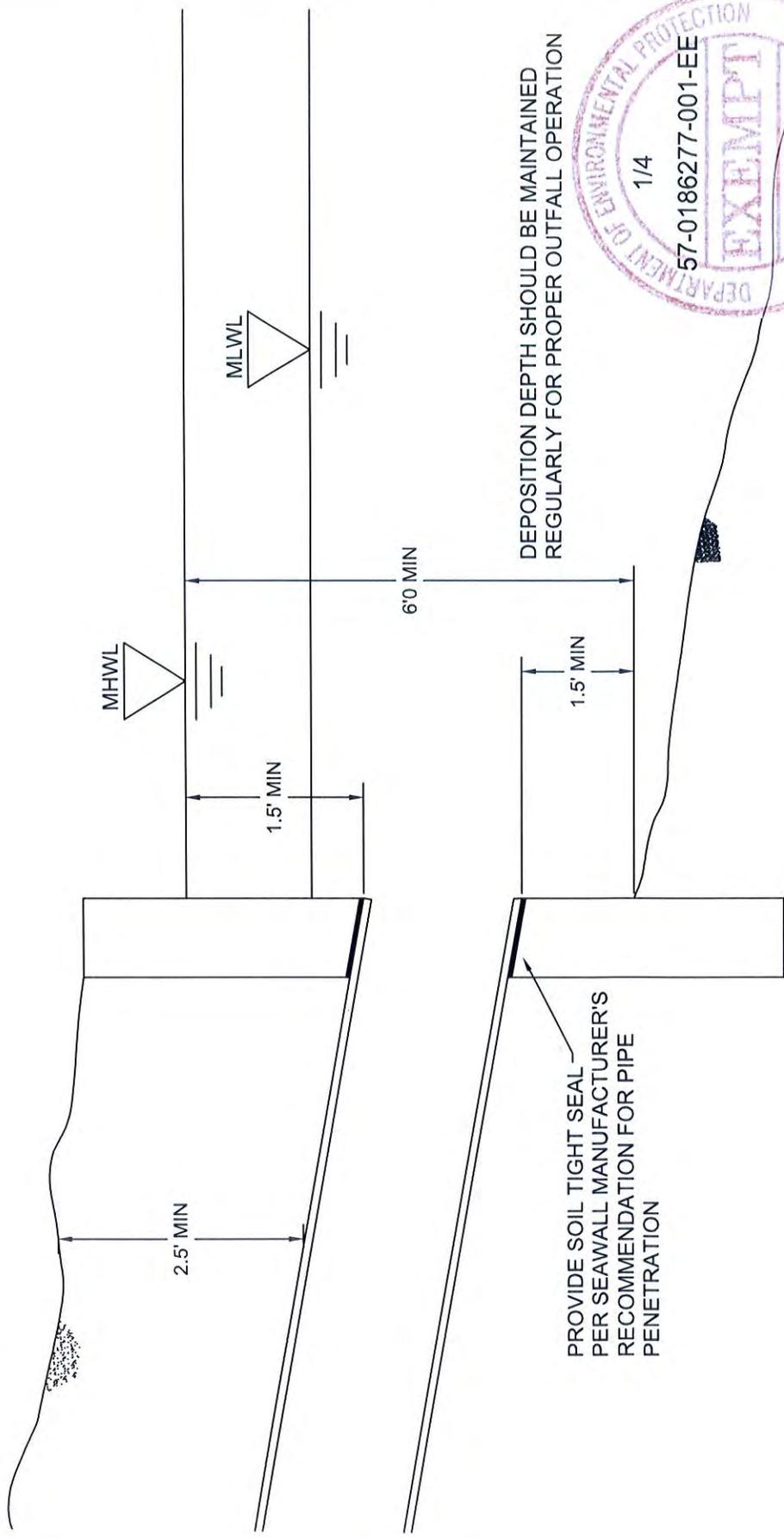
FILED, on this date, under 120.52(7), F.S.,
with the designated Department Clerk,
receipt of which is hereby acknowledged.

Brady Bass

10/7/2015

Clerk

Date



DESIGN STANDARD FOR
SUBMERGED STORMWATER OUTFALL
SEAWALL PENETRATION

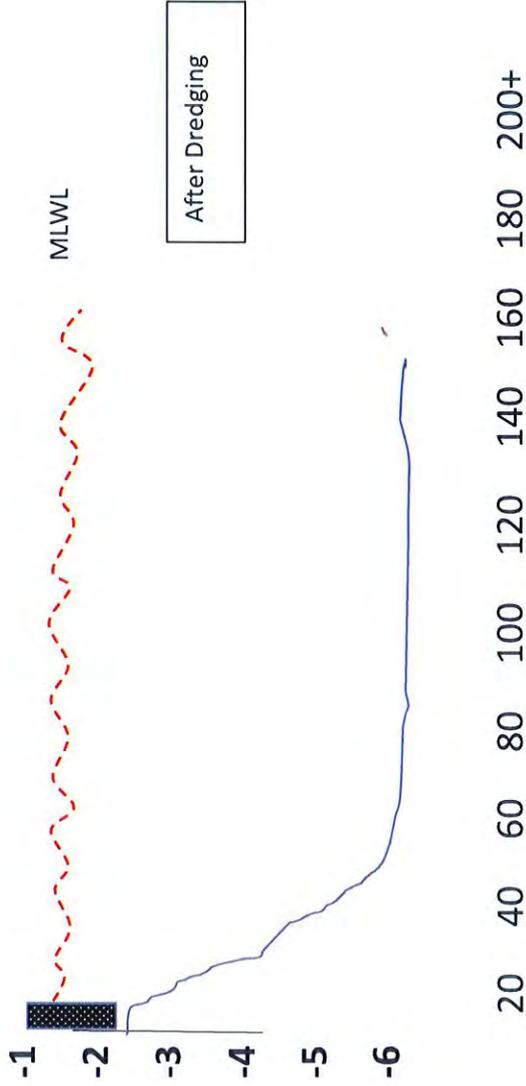
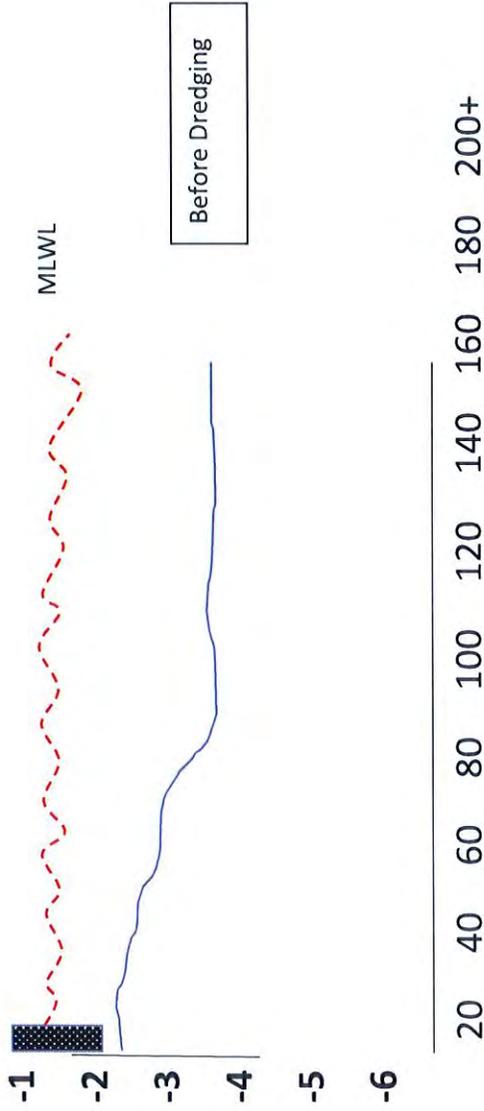
CITY OF GULF BREEZE	
DWG NO. STM-007	REV
SCALE NOT TO SCALE	SHEET 1 OF 1

DATE 07-14-2014

Proposed temporary dewatering containment site



Montrose Stormwater Outfall



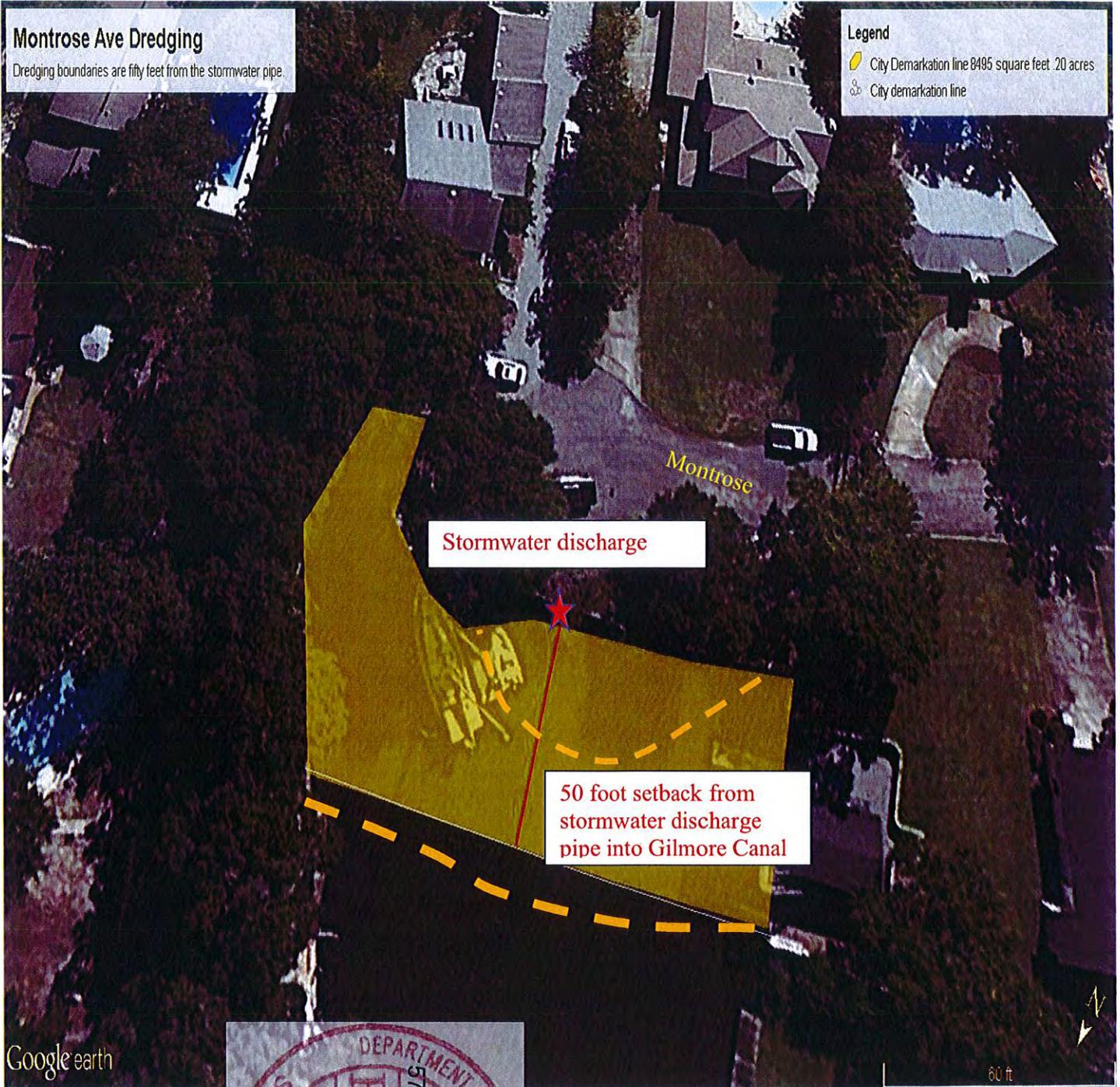
Drawing by: Heather Reed 09/21/15

Ecological Consulting Services, Inc.

38 S Blue Angel Hwy #346 Pensacola FL 32506



Sediment control and turbidity curtain design and layout for maintenance dredging stormwater outfalls



Drawing by: Heather Reed 09/15/15
Ecological Consulting Services, Inc.
38 S Blue Angel Hwy #346 Pensacola FL 32506



62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under Chapters 253 and 258, F.S., and Chapters 18-18, 18-20, and 18-21, F.A.C., as applicable.

(7) Maintenance and Restoration –

(a) Maintenance dredging under Section 403.813(1)(f), F.S.

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

(f) The performance of maintenance dredging of existing manmade canals, channels, intake and discharge structures, and previously dredged portions of natural water bodies within drainage rights-of-way or drainage easements which have been recorded in the public records of the county, where the spoil material is to be removed and deposited on a self-contained, upland spoil site which will prevent the escape of the spoil material into the waters of the state, provided that no more dredging is to be performed than is necessary to restore the canals, channels, and intake and discharge structures, and previously dredged portions of natural water bodies, to original design specifications or configurations, provided that the work is conducted in compliance with s. 379.2431(2)(d), provided that no significant impacts occur to previously undisturbed natural areas, and provided that control devices for return flow and best management practices for erosion and sediment control are utilized to prevent bank erosion and scouring and to prevent turbidity, dredged material, and toxic or deleterious substances from discharging into adjacent waters during maintenance dredging. Further, for maintenance dredging of previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements, an entity that seeks an exemption must notify the department or water management district, as applicable, at least 30 days prior to dredging and provide documentation of original design specifications or configurations where such exist. This exemption applies to all canals and previously dredged portions of natural water bodies within recorded drainage rights-of-way or drainage easements constructed prior to April 3, 1970, and to those canals and previously dredged portions of natural water bodies constructed on or after April 3, 1970, pursuant to all necessary state permits. This exemption does not apply to the removal of a natural or manmade barrier separating a canal or canal system from adjacent waters. When no previous permit has been issued by the Board of Trustees of the Internal Improvement Trust Fund or the United States Army Corps of Engineers for construction or maintenance dredging of the existing manmade canal or intake or discharge structure, such maintenance dredging shall be limited to a depth of no more than 5 feet below mean low water. The Board of Trustees of the Internal Improvement Trust Fund may fix and recover from the permittee an amount equal to the difference between the fair market value and the actual cost of the maintenance dredging for material removed during such maintenance dredging. However, no charge shall be exacted by the state for material removed during such maintenance dredging by a public port authority. The removing party may subsequently sell such material; however, proceeds from such sale that exceed the costs of maintenance dredging shall be remitted to the state and deposited in the Internal Improvement Trust Fund.

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 25, 2016.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided below and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEREE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

WR, LLC - Alabama Dredge Co.

Dredging Professionals

Hydraulic & Mechanical Dredging



PO Box 82084
Mobile, AL. 36689
Cell: 251-370-8266
Ofc: 251-458-9203
Fax: 251-343-2699
Email: mrjuncus@aol.com

To: Heather Reed/ Project Manager/ City of Gulf Breeze
From: Jamie Belen/WR, LLC-ADC
Date: November 17, 2015
Re: Proposal for Maintenance Dredging of Gilmore Canal, Gulf Breeze, FL

Email: pm@ecologicalconsultingservices.com
Email: mrjuncus@aol.com

Cell: 850-346-2073/Ofc: 850-417-7004
Cell: 251-370-8266/Ofc: 251-458-9203

I. Introduction.

This dredge work proposal concerns maintenance dredging of approximately 944 cy (as per Ms. Heather Reed) of sediment/sand from Gilmore Canal, Gulf Breeze, FL. Dredge material will be removed to a depth of no more than approximately 5 feet below the Mean Low Water Line, and no further out than 50 feet waterward from the discharge structure. The dredged material will be dewatered and then stored at an upland location.

II. Environmental Background.

We have an extensive background in the environmental field. We specialize in dredging & environmental consulting/permitting. With our experience coupled in both dredging and environmental, we can make a positive difference to a job site. We have completed many projects such as wetland/stream restoration, dredging in wetlands, pond/lake construction, etc. We are acutely aware of the strong environmental concerns and of the sensitive nature of this type of work.

III. Project Location/Description.

The project site is located at Gilmore Canal (an artificially created portion of Gilmore Bayou), Gulf Breeze, FL. Section 06, Township 03 South, Range 29 West, Santa Rosa County. Latitude 30.2142.99N Longitude - 87.1114.85 W

III. Contract Offering/Proposal.

Alabama Dredge Company (hereafter named as "Contractor") offers this proposal under the following conditions:

1. Owner/General Contractor (City of Gulf Breeze) has executed due diligence and assumes all responsibility pertaining to any/all possible hidden/submerged hazardous objects such as submerged vessels, etc.
2. Prior to acceptance of contract, Owner will inform Contractor of any knowledge it has pertaining to any/all such hidden/submerged objects that might pose a danger or threat if dredged.
3. Contractor assumes no responsibility for any damages resulting from disturbance of any submerged objects unknown to him prior to acceptance of contract.
4. All proper and needed permits have been obtained from all relevant agencies by the Owner/General Contractor (if needed).
5. Sediment to be removed has been tested and contains no dangerous contaminants. Contractor assumes no responsibility or liability for contents of sediment or for any results from removal of any possible dangerous contaminated sediments.
6. Contractor assumes no responsibility or liability for sediment or its contents in the dewatering/settling/staging area & spoil placement areas.
7. Contractor assumes no responsibility for any needed monitoring of site following completion of work.
8. Contractor assumes no responsibility for any possible needed remediation of this work project or any results thereafter during & following completion of contract.
9. Contractor reserves the right to employ any subcontractors that Contractor deems desirable/necessary.
10. Contractor provides \$2,000,000 liability insurance and workman's comp insurance through Millsap's Insurance, Mobile, AL.
11. All other conditions contained in contract will also apply.

IV. Scope of Work

Contractor will remove approximately 944 cy of sediment/sand utilizing a hydraulic dredge system and/or mechanical dredge (Kobeko 250LR) long reach excavator (60' ft reach) and/or other smaller equipment, if needed or where applicable, as well as Bobcat T-190 skidsteer/F350 dually truck & dumptruck/trailer. If work scope changes with additional work, a change order will be needed with a price adjustment.

1. Dredge material will be removed to a depth of no more than approximately 5 feet below & less the Mean Low Water Line, and no further out than 50 feet waterward from the discharge structure.
2. The dredged material will be dewatered and then stored in an upland location suitable to Contractor.
3. Turbidity curtains will be placed as per drawings provided by Ms. Heather Reed/ Project Manager & will be used for duration of work. Double row will be used.
4. Care will be taken to ensure good BMPs throughout the project, both in the water and in the adjacent uplands.
5. Contractor determines when dredging work is completed.
6. Contractor will ensure safe and effective fuel, oil and chemical storage and handling for our equipment usage.
7. Contractor will contain any fuel, oil or chemical spills pertaining to our equipment usage and clean up immediately.
8. Equipment that uses fuel, lubricants, and/or hydraulic fluid, will be inspected during scheduled maintenance for the condition of hoses, valves, seals and reservoirs.

9. Breakdown of costs is as follows:

Currently the in situ sediments are heavily compacted & submerged but will expand upon removal/disturbance (approximately 1.2 times the initial volume). So the volume of the removed/dredged sediment material will be greater than the volume of the "in place" sediments. Given the estimated expansion upon disturbance of the sediment, we estimate a larger work scope than would be readily apparent.

PRELIMINARY PROJECT ESTIMATE. Based on the estimated figures & job materials cost the following is a preliminary estimate for this quantity specified per Ms. Reed for this project. Our total estimated bid cost for this quantity is \$45,000 with our project payment schedule.

Phase:	Cost Estimate
Mobilization and Demobilization	
Turbidity Curtains	
Hydraulic/Mechanical Dredging/Hauling /Staging/BMPs	
Booster pump with extra pipe length (on hand if needed)	
Dewatering process for spoil dredge material	
Total:	\$45,000

PROJECT PAYMENT SCHEDULE (upon signing of contract, the Owner will make the following payments to the Contractor). Payment schedule for contract of \$45,000, with holdback of 10% (\$4,500) until completion of project:

Payment Schedule:	Payment
Payment I. Signing of Contract/Start Up Costs	\$ 10,000
Payment II. Starting of Work	\$ 10,000
Payment III. 50% Completion	\$10,000
Payment IV. 90% Completion	\$10,500
Payment V. 100% Completion (10% holdback)	\$ 4,500
Total:	\$45,000

Changes in Work:

Any changes to the work order by altering or adding additional/extra work will result in contract price being adjusted accordingly. Extras or changes to the work will result in a written change order.

Extras will be calculated in the following manner (check one):

- 1) Equipment/material cost plus hourly rate of \$ ____
- 2) Labor and material cost plus ____%
- 3) A lump sum to be agreed on in advance by both parties.

Extras are payable upon (check one):

- 1) Signing the Change Order
- 2) Invoicing pursuant to the Change Order
- 3) Completion of work specified in Change Order less ____% holdback in all cases.

This cost estimate includes materials, time incurred, equipment, operators & insurance. WR, LLC/ADC cannot be responsible for damage caused by severe weather conditions or other acts of God, vandalism, or damage caused by other contractors/subcontractors. Additional costs may be incurred due to such conditions, or if additional work is required due to site changes. It is understood and agreed upon that it is the owner/general contractor/manager's decision to alter the site design & implementation.

Please email signed response to mrjuncus@aol.com

Agreement:

I authorize WR, LLC-Alabama Dredge Co. to perform the above referenced work at the stated cost as set forth above.

Heather Reed/Project Manager
City of Gulf Breeze

Date

I understand and agree that all charges for work performed, rental or materials will be paid, and that any/all collection costs and attorney fees, court costs and any expense that may be involved in the collection of these charges will be borne by me in the court of the county in which the indebtedness is incurred. A late fee of 3% will be added to any unpaid invoice after 30 days.

Gillis Construction Inc.
General Contractor

A Service Disabled Veteran Owned Business Enterprise

November 25, 2015

To: Heather Reed
Natural Resource Specialist
Ecological Consulting Services Inc.

From: Everett G. Gillis
President – Gillis Construction Inc.

RE: Quote 933 Cubic Yard Dredging Job
City of Gulf Breeze

Per your request, following is the Quote for the 933 Cubic Yard dredging job for the City of Gulf Breeze: **\$60,000.00.**

Should you have any questions, please contact me on (251) 605-5119.

Sincerely,
Everett Gillis,
President - Gillis Construction, Inc.
(251) 605-5119
(251) 580-0070
egillis@bellsouth.net

9823 Smithfield Farms Rd Bay Minette, AL 36507 · (251) 580-0070 · (251) 605-5119 cellular

RBM Contracting Services, LLC

850-699-3716 Cell - 850-622-1434 Office - 850-622-1434 Fax

PO Box 2174, Santa Rosa Beach, Florida 32439

CGC #1518187, www.rbmcontracting.com

BID PROPOSAL

Bid Proposal Submittal To:	Ecological Consulting Services Inc
Date:	9/9/15
Job Name:	Gilmore Bayou and Woodland Bayou Dredge
Job Location:	Gulf Breeze, Fl.

Scope of Work to be Performed

Item: **Description:**

1. Provide labor, materials, and equipment to dredge Gilmore Bayou per plans and specifications provided by ECS

Mobilization:	\$25,000.00
Per Cubic Yard Dredged	\$75.00

2. Provide labor, materials, and equipment to dredge Woodland Bayou per plans and specifications provided by ECS

Mobilization:	\$25,000.00
Per Cubic Yard Dredged	\$75.00

Payment Schedule:

Mobilization/Deposit upon arrival at site(s), Bi-monthly billing

The above prices, specifications, conditions and terms are satisfactory and are hereby accepted. **This proposal is valid for Sixty Days.** RBM Contracting Services, LLC is authorized to perform the work as specified. Payment will be made as outlined above. Employees of RBM Contracting Services, LLC are fully covered by **Worker's Compensation Insurance** and full **General Liability Coverage and Commercial Automotive Insurance** is in effect.

TERMS OF CONTRACT:

- All services shall be provided and completed in a competent manner.
- In preparing this proposal, RBM Contracting Services LLC. has assumed there are no concealed conditions (subsurface or otherwise) or unknown physical conditions which will adversely impact RBM Contracting Services LLC performance of work. If such conditions are encountered, RBM Contracting Services LLC., will be entitled to an adjustment in the contract amount, time of completion, or both.
- RBM Contracting Services, LLC shall be responsible for any damages to the property caused by their workforce while performing the requirements of this contract. Labor and materials for repair or replacement of these damages shall be provided and borne by the contractor. We reserve the right to choose a contractor to repair any damages that might occur.
- RBM Contracting Services, LLC stands behind the workmanship of this project for one year, but will be held harmless against a catastrophic storm or any other acts of God.
- In the case of any disputes related to this work between owner, contractor, or consultant, they will be settled by mediation.
- RBM Contracting Services, LLC and/or Client shall present any deviation to the contracted services in writing. RBM Contracting Services, LLC, shall provide a work change order statement to the Client describing such information, cost adjustments, dates for approval and signed by both parties.
- If terms of payment are not made on the agreed timeline or progress schedule, work will cease until payment is made.

Date

Client's Authorized Signature

RBM Contracting Services, LLC – Signature



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: January 22, 2016

Subject: Tourist Development Advisory Committee

By virtue of an understanding with the Santa Rosa County of County Commissioners dating from 1999, the City receives most of the proceeds from the Tourist Development Tax ("TDT") generated in the City. (A small amount is retained by Santa Rosa County for administrative expenses.) This understanding enables the City to spend TDT proceeds on activities that generate more tourist activity and, therefore, more TDT revenue within the City/Santa Rosa County. The City received \$801,178 in TDT proceeds since 1999 and spent approximately \$3,216,182 on tourist developmental activities as provided in Florida Statutes Section 125.0104(5).

Mayor Dannheisser noted at the January 13 Executive Session that the City may wish to consider establishing an advisory committee to provide recommendations to the Council relative to the expenditure of TDT revenue. This input would come from persons in the community representing the following groups:

- The Hampton Inn
- The Quality Inn
- Gulf Breeze Area Chamber of Commerce
- Gulf Breeze Sport Association or Pensacola Sports Association
- Citizens at Large

The group would then meet as needed to recommend an annual budget and to recommend expenditures periodically in accordance with the budget.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE CONCEPT OF FORMING A TOURIST DEVELOPMENT ADVISORY COMMITTEE TO PROVIDE RECOMMENDATIONS TO THE COUNCIL CONCERNING EXPENDITURE OF TOURIST DEVELOPMENT TAX PROCEEDS AND DIRECT STAFF TO DEVELOP AN ORDINANCE TO ESTABLISH THE COMMITTEE FOR FIRST READING AS SOON AS POSSIBLE.

125.0104 Tourist development tax; procedure for levying; authorized uses; referendum; enforcement.—

(5) AUTHORIZED USES OF REVENUE.—

(a) All tax revenues received pursuant to this section by a county imposing the tourist development tax shall be used by that county for the following purposes only:

1. To acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more:
 - a. Publicly owned and operated convention centers, sports stadiums, sports arenas, coliseums, or auditoriums within the boundaries of the county or subcounty special taxing district in which the tax is levied; or
 - b. Aquariums or museums that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public, within the boundaries of the county or subcounty special taxing district in which the tax is levied;
2. To promote zoological parks that are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public;
3. To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists;
4. To fund convention bureaus, tourist bureaus, tourist information centers, and news bureaus as county agencies or by contract with the chambers of commerce or similar associations in the county, which may include any indirect administrative costs for services performed by the county on behalf of the promotion agency; or
5. To finance beach park facilities or beach improvement, maintenance, renourishment, restoration, and erosion control, including shoreline protection, enhancement, cleanup, or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake or river. However, any funds identified by a county as the local matching source for beach renourishment, restoration, or erosion control projects included in the long-range budget plan of the state's Beach Management Plan, pursuant to s. [161.091](#), or funds contractually obligated by a county in the financial plan for a federally authorized shore protection project may not be used or loaned for any other purpose. In counties of fewer than 100,000 population, up to 10 percent of the revenues from the tourist development tax may be used for beach park facilities.

Subparagraphs 1. and 2. may be implemented through service contracts and leases with lessees that have sufficient expertise or financial capability to operate such facilities.

(b) Tax revenues received pursuant to this section by a county of less than 750,000 population imposing a tourist development tax may only be used by that county for the following purposes in addition to those purposes allowed pursuant to paragraph (a): to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate, or promote one or more zoological parks, fishing piers or nature centers which are publicly owned and operated or owned and operated by not-for-profit organizations and open to the public. All population figures relating to this subsection shall be based on the most recent population estimates prepared pursuant to the provisions of s. [186.901](#). These population estimates shall be those in effect on July 1 of each year.

(c) The revenues to be derived from the tourist development tax may be pledged to secure and liquidate revenue bonds issued by the county for the purposes set forth in subparagraphs (a)1., 2., and 5. or for the purpose of refunding bonds previously issued for such purposes, or both; however, no more than 50 percent of the revenues from the tourist development tax may be pledged to secure and liquidate revenue bonds or revenue refunding bonds issued for the purposes set forth in subparagraph (a)5. Such revenue bonds and revenue refunding bonds may be authorized and issued in such principal amounts, with such interest rates and maturity dates, and subject to such other terms, conditions, and covenants as the governing board of the county shall provide. The Legislature intends that this paragraph be full and complete authority for accomplishing such purposes, but such authority is supplemental and additional to, and not in derogation of, any powers now existing or later conferred under law.

(d) Any use of the local option tourist development tax revenues collected pursuant to this section for a purpose not expressly authorized by paragraph (3)(l) or paragraph (3)(n) or paragraph (a), paragraph (b), or paragraph (c) of this subsection is expressly prohibited.

Secs. 2-111—2-120. - Reserved.

DIVISION 4. - TOURIST DEVELOPMENT COUNCIL^[6]

Footnotes:

--- (6) ---

Cross reference— *South Santa Rosa County Tourist Development District, § 19-2; Santa Rosa County Tourist Development District, § 19-3; tourist development tax, § 20-21 et seq.*

State Law reference— *Tourist development councils, F.S. § 125.0104.*

Sec. 2-121. - South Santa Rosa County—Established.

There is hereby established the South Santa Rosa County Tourist Development Council.

(Ord. No. 91-19, § 3, 7-26-91)

Sec. 2-122. - Same—Composition, appointment.

The South Santa Rosa County Tourist Development Council shall be composed of nine members as specified in F.S. § 125.0104. The members shall be appointed by the board of county commissioners.

(Ord. No. 91-19, § 3(a), 7-26-91)

Sec. 2-123. - Same—Development plan.

- (a) The South Santa Rosa County Tourist Development Council shall prepare and submit to the board of county commissioners a plan for tourist development. The plan shall set forth the anticipated net tourist development tax revenue to be derived by the county for the 24 months following the levy of the tax, and a list, in order of priority, of the proposed uses of the tax revenues by specific project or special use.
- (b) The board of county commissioners shall establish the time frame within which the plan shall be submitted to the board. The board may extend such time period as deemed necessary by the board.

(Ord. No. 91-19, § 3(b), (c), 7-26-91)

Sec. 2-124. - Santa Rosa County.

There is hereby established, pursuant to the provisions of F.S. § 125.0104, an advisory council to be known as the Santa Rosa County Tourist Development Council. The council shall be composed of nine members, as provided by F.S. § 125.0104.

(Ord. No. 98-14, § III, 10-8-98)

Editor's note— Section III of Ord. No. 98-14, adopted October 8, 1998, did not specifically amend the Code; hence, codification as § 2-124 was at the discretion of the editor.

Secs. 2-125—2-130. - Reserved.

Sec. 19-2. - South Santa Rosa County Tourist Development District.

There is hereby established the South Santa Rosa County Tourist Development District. The district shall include that portion of the county lying south of the Yellow River and east of Blackwater River and Blackwater Bay and as more specially shown on exhibit A which is attached to Ordinance No. 2015-24.

(Ord. No. 91-19, § 1, 7-26-91; Ord. No. 2015-24, § 1, 10-22-15)

Cross reference— Tourist development council, § 2-121 et seq.; tourist development tax, § 20-21 et seq.

Sec. 19-3. - Santa Rosa County Tourist Development District.

- (a) There is hereby established an expanded county-wide tourist development district which shall be known as the Santa Rosa County Tourist Development District.
- (b) The levy, imposition and collection of the tourist development tax in the Santa Rosa County Tourist Development District shall be in the same manner as in the already existing South Santa Rosa County Tourist Development District.
- (c) The rate of the tourist development tax in the Santa Rosa County Tourist Development District shall be at the rate of two percent, excluding the area included in the already existing South Santa Rosa County Tourist Development District, which shall continue at the rate of three percent.
- (d) The area to be included within the district shall be all of Santa Rosa County.

(Ord. No. 98-14, § 1, 10-8-98)

Editor's note— Section I of Ord. No. 98-14, adopted October 8, 1998, did not specifically amend the Code; hence, codification as § 19-3 was at the discretion of the editor.

Cross reference— Tourist development council, § 2-121 et seq.; tourist development tax, § 20-21 et seq.

SPECIAL MEETING - JULY 23, 1991

Holley-Navarre Elementary School, Holley-Navarre, Florida

The Board of County Commissioners of Santa Rosa County, Florida, met in special session on the above date with the following members present: Chairman Bill Lundin, Vice-Chairman David Kessler and members Millard F. Adams, Jr. Ira Mae Hewatt and Byrd Mapoles. Also present were Attorney Dannheisser, the Deputy Clerk and County Administrator. The meeting was called to order by Chairman Lundin at 6:00 p.m. and opened with prayer by Rev. John Stacey. The audience joined the Board in the pledge of allegiance to the flag.

Bill Lundin noted the purpose of the meeting is a public hearing to consider the adoption of an Ordinance which will establish the South Santa Rosa County Tourist Development District. Attorney Dannheisser said the Ordinance defines the District as that area of the County South of East River, the Ordinance will set up a Tourist Development Council who will study the revenue that will be derived from a tourist development tax, will present a budget and priority list to the Board of County Commissioners for use of those revenues. When the Board of County Commissioners receives that recommended budget they will then adopt it and set a Referendum for the voters in the District to vote on adoption of the tourist development tax. The Ordinance also provides that at such time as the tourist development tax is approved by the electors purchase of alcohol and beverages in the District on Sundays will be allowed from noon to midnight.

There were approximately three hundred people in attendance and everyone present was given an opportunity to speak. Nineteen people spoke in favor saying it would be good for the area, would enhance their business, works well in Destin so felt it would work in Santa Rosa County, it will be good for the community, people should be allowed to choose and this is a step in the right direction. It's a good way to bring more tourism to Santa Rosa County and will help businesses in the community. People can obtain beer in adjoining counties so why not let Santa Rosa benefit from the tax. Three people spoke in opposition saying the area would end up like Ft. Walton Beach and said they were opposed in general to beer sales on Sunday. They felt government leaders have a responsibility to show the need for a bed tax in the first instance and proper planning is necessary.

Rev. John Stacey read from a prepared statement quoting statistics of alcohol and drug related arrests and deaths on the road, was all for growth in the community but was opposed to Sunday beer sales.

Paul Goudy said he was in favor of Sunday beer sales but felt it should apply to the whole County, but unless he knew what was in it for the taxpayer he would have to be opposed. Jim Kerrigan also had mixed feelings, felt progressive growth is needed and liked the idea of a Referendum so the people will have a choice. Jeff Abram and Charles Russell said they felt Sunday beer sales would help tourism but a bed tax will not attract tourism and didn't feel the two should be tied together.

Randy Sansom, President of the Gulf Breeze area Chamber of Commerce, asked various questions concerning the makeup of the Council, how it would operate etc. Attorney Dannheisser explained it would be a nine member Council, three from the tourist industry, three from the tourist industry not related to motels and hotels, two from Gulf Breeze City Council and a County Commissioner and this Council would collect the 2% bed tax. He said the Council would set up a plan of priorities for approval of the Board of County Commissioners who would set a Referendum which, if approved, the 2% bed tax would be put into effect. He clarified this tax will be paid by the people who rent the hotel rooms. Sansom said the Holiday Inn collects 2% bed tax which goes to Push Pensacola. Attorney Dannheisser said they choose to contribute to Push Pensacola, if this Referendum was passed they would have to collect an additional 2% and could choose whether or not to continue their contribution to Push Pensacola. Sansom asked if Holiday Inn, Navarre, would be exempt from the 2% as they already pay bed tax to Escambia County for the Civic Center. Attorney Dannheisser said there would not be an additional tax on them, 90% of their tax is pledged to Escambia County Civic Center, the tax may enable us to keep the other 10% and when all the money is collected for the Civic Center we would get all the 2%.

Warren Brown advised the general membership of the Navarre Beach area Chamber of Commerce were polled and 94% of the responses were in favor of a Referendum to set up a Special Tourist District that would extend from East Bay River South, including Gulf Breeze, Midway, Navarre and Navarre Beach.

It was noted those present were overwhelmingly in favor of establishing a Special Tourist Development District.

After some discussion Ira Mae Hewatt moved adoption of the Ordinance relating to South Santa Rosa County establishing a Tourist Development District, which was seconded by David Kessler for discussion. Kessler said several people asked the purpose of the tax and this will be decided by the Council but basically it will be for more brochures, pamphlets, videos and advertising in cities further to the north.

Lundin asked Attorney Dannheisser to explain the next step and he said, if the Ordinance is adopted the Board will appoint seven of the nine member Council. It will develop a budget for the first twenty four months of the revenue and present it to the Board of County Commissioners. At this time the Commissioners will set a Referendum for the voters in the District to vote on whether they want to have a Tourist Development tax or not. If it is approved the budget goes into effect and the tourist tax is enacted at that time. The motion carried by unanimous roll call vote.

ORDINANCE NO. 91-19 RECORDED IN ORD. BOOK NO. 5 AT PAGES 51-53

RECORDED IN OR BOOK NO. 1187 AT PAGES 47-49

There being no further business to come before the Board at this time, the meeting adjourned.

BOARD OF COUNTY COMMISSIONERS

OF SANTA ROSA COUNTY, FLORIDA

Bill Lundin, Chairman

ATTEST: Gerald F. Barnes, Clerk

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Curt Carver, Deputy City Manager
Date: 1/20/2016
Subject: Peyton Office Building

At the January 4th City Council Meeting, the Council was presented with an unsolicited offer from M&W Properties of Florida to purchase 1198 Gulf Breeze Highway for \$400,000. M&W wants to construct a 4,000± S.F. medical office/practice on the property. During that consideration, there was a discussion on possible conditions related to the sale. Those conditions included:

1. Net proceeds of \$400,000 from the sale.
2. The sale of the property would be subject to a deed restriction limiting the property use to professional office and/or medical.
3. The new building for the site would be not less than 3500 SF.
4. Demolition of the existing structure to be completed no later than 6 months after closing.
5. Plans for the new use to be approved no later than 18 months after closing.
6. Construction completed no later than 42 months after closing.

The current offer yields net proceeds of approximately \$383,300 after realtor commissions and the other estimated closing costs based on similar expenses incurred in 2014. In an effort to better understand the offer, the City Council approved an appraisal of the property. The subsequent appraisal of the property established the current market value of the property at \$500,000. Portions of the appraisal report are enclosed. From an overall value, the current appraised value is the same as it was in 2014. The difference is the value of the structure. In 2014, the structure added value. Currently it does not. An increase in the value of the land balances the equation. In 2014 the land was valued at \$450,000. Today it is valued at \$531,000. The cost of demolishing the building reduces the overall current value to \$500,000.

As you know, the City purchased the property for \$430,685, including closing costs. Accordingly, if the City were to sell the property and net \$400,000, it would realize a loss of \$30,685. This loss

however, would be offset over time by ad valorem taxes. Currently the property is exempt. Assuming an assessed value of \$1.2 million (\$400,000 land, \$800,000 structure), the property once fully developed would generate approximately \$9,200 per year in ad valorem taxes to the City and CRA. Thus, the loss could be recouped in less than 4 years. The "loss" between the sales price and the appraised value would be recouped in less than 11 years. It also needs to be emphasized that the appraised value is based on a more expansive range of uses that do not offer the same community value as the current offer. As a result it should be discounted to some degree. The intrinsic value of a medical facility, the expansion of the medical "campus" and how this use fits within the Master Plan and East Gate Catalyst Site redevelopment should not be lost in this analysis.

During my last contact with the representative of M&W they indicated a desire to have the City Council give them some direction and response to the offer. I would suggest that the offer should be given serious consideration if the above parameters are part of the transaction. Toward that end, this matter should be placed on the Executive Committee meeting for January 27th. If you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council reach consensus on a range of conditions for the sale of the property to M&W Properties of Florida along the lines of those articulated above and provide a counter offer to M&W. In the event these terms are satisfactory, the City Attorney should be directed to prepare a sales agreement for City Council approval.

Enclosure



**FRUITTICHER - LOWERY
APPRAISAL GROUP**

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

January 14, 2016

City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Attn: Mr. Buz Eddy, City Manager

Letter of Transmittal

RE: An Appraisal Report of the Payton Office
Complex Property Located at 1198 Gulf Breeze
Parkway in Gulf Breeze, Florida.

Dear Mr. Eddy:

At your request, an inspection has been made of the above referenced property for the purpose of estimating the current market value of the fee simple interest. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be between six to twelve months. Our office previously appraised this property in April of 2014 but has had no other real estate dealings with it in the last three years.

RODGER K. LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445



TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

Mr. Buz Eddy
January 14, 2016
Page Two

The subject property is located at 1198 Gulf Breeze Parkway at the edge of the Live Oak Reservation. I was not provided with a survey of the property but the County Appraiser's information indicates the land is 0.659 acres in size or 28,706 square feet. The land is improved with a 7,138 square foot office building that was constructed in 1976. The building is constructed off grade with a built-up foundation, stucco exterior walls and a shingle roof. The building can be configured into 8 office units but several have been combined and the current set-up is for 4 office units. Units 1 & 2 were combined into an 804 square foot unit, units 3 & 4 were combined into an 855 square foot unit, units 5, 6 & 7 were combined into a 4,068 square foot unit and unit 8 is a 1,193 square foot unit. There is also a 218 square foot common restroom. The building is constructed in a "U" shape and has a Japanese theme with an open court yard/Japanese rock garden in the center. There were some items of deferred maintenance noted but the building appeared to be structurally sound with an estimated effective age of about 30 years and a remaining physical life of about 15 years. The deferred maintenance issues would require exterior foundation repair, stucco repair, exterior wood trim replacement and paint, rear stair and deck replacement, replacement of 3 exterior doors, interior paint, replacement of cabinets and counter tops, ceiling replacement and repair and asbestos popcorn ceiling removal in half the building, new flooring and a complete renovation of the common bathroom. The building has been vacant and without power for about two years and due to the estimated cost of renovation and repair work, the building is no longer considered to contribute value to the land.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the market value of the Fee Simple estate of the property located at 1198 Gulf Breeze Parkway in Gulf Breeze, Florida, as of the last date of inspection – January 11, 2016, was:

FIVE HUNDRED THOUSAND DOLLARS
\$500,000
(Fee Simple, As Is Value Opinion)

The subject land value less the cost to remove the improvements is indicated in this report to be \$500,000. As the as is value of the land is higher than the value of the improvements, the improvements are no longer considered to contribute to the value of the land making this a prime redevelopment site.

Mr. Buz Eddy
January 14, 2016
Page Three

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please call.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tom Fruitticher', with a long, sweeping horizontal flourish extending to the right.

Tom Fruitticher, MAI
State-Certified General Real Estate Appraiser #2029
Email - Tom@flag1.net
Contact Phone - 850-477-0419

HIGHEST AND BEST USE (Cont'd.)

Improved Sales Summary Grid					
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Location:	625 N. 9th Avenue	4900 Grande Drive	435 East Government Street	3000 Langley Ave., #2	105 Baybridge Drive
City	Pensacola	Pensacola	Pensacola	Pensacola	Gulf Breeze
State	FL	FL	FL	FL	FL
Property Rights	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Financing	Conventional	Conventional	Conv.	Conv.	Conv.
Conditions of Sale	Arms-Length	Arm's Length	Arm's Length	Arm's Length	Arm's Length
Date of Sale:	12/1/2014	4/18/2014	8/18/2014	9/17/2015	6/24/2014
Sale Price:	\$750,000	\$1,100,000	\$262,500	\$279,900	\$332,500
Property Type	Office	Office	Office	Office	Office
Building Size (SF)	6,344	13,248	2,200	3,200	3,082
Construction Type	Brick	Brick	Frame	Brick	Stucco
Year Built	1985	1985	1908	1985	1984
Building Condition	Good	Good	Good	Good	Good
Effective Age	10 Years	20 Years	15 Years	15 Years	15 Years
Land Size SF	27,499 SF	86,249 SF	5,663 SF	1,742 SF	1,263 SF
Land to Building Ratio	4.33:1	6.51:1	2.57:1	0.54:1	0.41:1
NOI		\$107,309	\$17,820	\$21,168	\$29,125
NOI/SF		\$8.10/SF	\$8.10/SF	\$6.62/SF	\$9.45/SF
Cap Rate		9.76%	6.79%	7.56%	8.76%
GRM		8.3	9.94	8.33	7.19
Land Value	\$165,000	\$715,000	\$99,000	\$50,000	\$45,000
Improvement Only Value	\$585,000	\$385,000	\$163,500	\$229,900	\$287,500
Improvement Only \$/SF	\$92.21	\$29.06	\$74.32	\$71.84	\$93.28
Overall Sale \$/SF	\$118.22	\$83.03	\$119.32	\$87.47	\$107.88

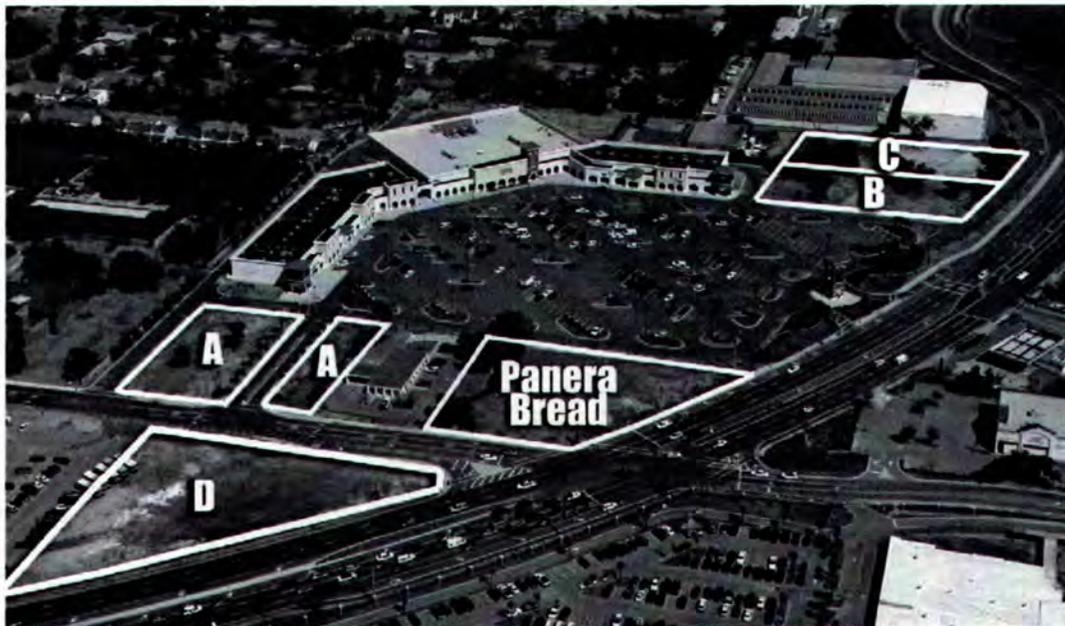
Sales one, three and five offer good exposure similar to the subject property but sales two and four offer inferior exposure and their values are reflective of this. With exposure in mind, the subject building would be expected to command a value most similar to sales one, three and five. As such, they are given most weight to indicate an applicable value of \$115/SF, once renovation is complete. Applying this value to the building's usable area of 6,920 square feet indicates an overall value, subject to renovation completion of \$795,800. Deducting from this value the estimated cost to renovate plus profit (\$470,000) results in an as is value of \$325,800.

As will be shown in the following land value analysis, the subject's land less the cost to remove the building is \$500,000. As this value is higher than the value of the improvements, the highest and best use would be to remove the existing building and redevelop the site. As such, the only approach to value that will be used is the sales comparison analysis considering the land value only.

LAND VALUE ANALYSIS

In addition to the previous closed sales, I also researched current listings of land in Gulf Breeze Proper to aid in establishing the upper end of value under the theory of substitution. All four of the properties found are located on Gulf Breeze Parkway a few blocks west of the subject site. These listings are not in the local MLS but are being marketed by Moulton Properties, Inc. and can be considered in the final reconciliation, as to the reasonableness of the subject's land value. Their summary information follows.

Comparable Gulf Breeze Proper Listings Aerial Location Photo



Aerial Reference	Property Location	Asking Price	Land Size in Acre	\$/SF
A	Daniel Drive & Publix Entry Road	\$700,000	0.74	\$21.67
B	Publix Shopping Center Out-Parcel	\$940,000	0.94	\$22.91
C	Publix Shopping Center Out-Parcel	\$1,110,000	1.11	\$22.91
D	NE Corner Gulf Breeze Pkwy & Daniel	\$900,000	1.02	\$20.21

SUBJECT SITE DESCRIPTION SUMMARY: The subject property has a street address of 1198 Gulf Breeze Parkway and is physically located on the north side of Gulf Breeze Parkway at the edge of the National Live Oak Reservation within the City of Gulf

LAND VALUE ANALYSIS (Cont'd.)

Breeze, Florida. The property includes a total land area of 0.659 acres or 28,706 square feet and is zoned for a commercial use. While the shape is slightly irregular, it is considered to offer good utility and has no wetlands. Additionally, the property has excellent exposure to one of the higher traffic roads in the Pensacola area offering a daily traffic count of about 60,000 cars daily and access is considered to be average.

A search of the area was made for land sales that have a similar highest and best use to the subject resulting in the previous sales and listings. Only four of the five sale were found in Gulf Breeze Proper and the fifth sale is found in nearby Pensacola offering similar traffic counts and exposure. There were numerous sales found east of Gulf Breeze Proper down Highway 98; however, this area has historically commanded much lower values than Gulf Breeze Proper, as they miss the beach traffic, and those sales would require such high adjustments that they are not considered comparable. The comparable properties selected will be compared to the subject property on a value per square foot basis as this is a common way for area buyers to consider purchases.

PROPERTY RIGHTS SOLD - In all of the comparable sales, the property rights sold were those of the fee simple interest. As the interests sold are similar to the interest being appraised, no property rights adjustments are considered to be necessary.

FINANCING - The properties also sold for cash or terms considered to be similar to a cash sale requiring no financing adjustments.

CONDITIONS OF SALE - All of the sales were arms-length transactions requiring no conditions of sale adjustments.

EXPENDITURES IMMEDIATELY AFTER PURCHASE – None of the sales require an expenditure after the sale with the exception of sale five. Sale five was improved with a building that had to be demolished and the cost to remove the building worked out to \$0.98/SF of the land area. As such, this sale was adjusted up by \$0.98/SF to indicate the value of a vacant parcel.

LAND VALUE ANALYSIS (Cont'd.)

MARKET CONDITIONS ADJUSTMENT – Sales three, four and five are all fairly recent but sales one and two are somewhat older and the market has improved since the time of these sales. A comparison of the oldest sale one to the similarly located sale four would indicate an upward 10% market conditions adjustment is necessary or an average of about 5% annually. Sale two took place a year after sale one and a year prior to sale four and will be adjusted up 5%.

LOCATION ADJUSTMENT – The subject site has an interior location but all of the sales offer corner locations and offer superior access. As such, they should all be adjusted down for location. A common adjustment for a corner location is 25%, which will be used.

PHYSICAL CHARACTERISTIC ADJUSTMENTS – The sites are similar for all physical characteristics, with the exception of sale three being an outparcel and sale five being much larger in size.

As stated, sale three is an outparcel of the Publix Shopping center and outparcels commonly command premiums as they are able to take advantage of existing water retention and parking. A comparison of sale three to the other sales indicates an additional 25% downward adjustment is necessary to compare similar to the other sales, after the previous adjustments are considered.

Sale five is much larger than the subject and the other sales and larger parcels often command lower values per square foot. After the previous adjustments are considered, a comparison of sale five to the other sales would indicate an additional 10% adjustment would be necessary for size.

No other adjustments are necessary. The previous adjustments are shown on the following adjustment grid.

LAND VALUE ANALYSIS (Cont'd.)

Land Sales Adjustment Grid					
	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5
Sale Price /SF	\$22.23 /SF	\$23.83 /SF	\$38.26 /SF	\$25.25 /SF	\$20.46 /SF
Property Rights Adjustment	0%	0%	0%	0%	0%
Property Rights Adj. \$/SF	\$22.23 /SF	\$23.83 /SF	\$38.26 /SF	\$25.25 /SF	\$20.46 /SF
Financing Adjustment	0%	0%	0%	0%	0%
Financing Adj. \$/SF	\$22.23 /SF	\$23.83 /SF	\$38.26 /SF	\$25.25 /SF	\$20.46 /SF
Conditions of sale Adjustment	0%	0%	0%	0%	0%
Conditions of sale Adj. \$/SF	\$22.23 /SF	\$23.83 /SF	\$38.26 /SF	\$25.25 /SF	\$20.46 /SF
Expenditures Immediately After Purchase Adjustment	\$.00 /SF	\$.00 /SF	\$.00 /SF	\$.00 /SF	\$.98 /SF
Expenditures Adj. \$/SF	\$22.23 /SF	\$23.83 /SF	\$38.26 /SF	\$25.25 /SF	\$21.44 /SF
Market Conditions Adjustment	10%	5%	0%	0%	0%
Market Conditions Adj. \$/SF	\$24.45 /SF	\$25.02 /SF	\$38.26 /SF	\$25.25 /SF	\$21.44 /SF
Locational & Physical Characteristic Adjustments					
Location Adjustment	-25%	-25%	-25%	-25%	-25%
Property Type/Zoning Adjustment	0%	0%	-25%	0%	0%
Utilities Adjustment	0%	0%	0%	0%	0%
Topography Adjustment	0%	0%	0%	0%	0%
Shape Adjustment	0%	0%	0%	0%	0%
Size Adjustment	0%	0%	0%	0%	10%
Wetlands Adjustment	0%	0%	0%	0%	0%
Value Indiation	\$18.34 /SF	\$18.77 /SF	\$19.13 /SF	\$18.94 /SF	\$18.22 /SF

RECONCILIATION – The sales one, two, three and five required the least net and gross adjustments and are considered to be equally reliable. As such, they will be given about equal weight to indicate an applicable value of \$18.50/SF. With a total land area of 28,706 square feet multiplied by \$18.50/SF indicates an overall value of \$531,061.

As the improvements are no longer considered to contribute value to the land, the cost to remove these improvements should be deducted from the land value as vacant. The estimated cost to remove these improvements is about \$4.50/SF. Applying this to the total building area of 7,138 square feet indicates a cost to remove of \$32,121. Deducting this from the land value as vacant indicates an as is value opinion of \$498,940, which can be rounded to \$500,000.

LAND VALUE OPINION**\$500,000**

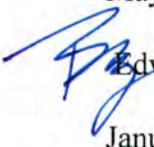


City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: January 21, 2016

Subject: Extension of Contract – Adjustors International

The City Council awarded a standby services contract for administrative support relating to disaster recovery to Adjusters International. The three year contract commenced in April 2012. The contract, a copy of which is attached, contains a provision for extension of the term on page one.

Adjusters International has agreed to extend the term from the April, 2015 date to April of 2017. This is preferred by staff as opposed to a new contract as Adjusters International is assisting the City on some outstanding issues from the 2014 flood.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE EXTENSION OF THE CITY'S CONTRACT WITH ADJUSTERS INTERNATIONAL FOR THE APRIL 2015 TO APRIL 2017 TIME PERIOD.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF GULF BREEZE, FLORIDA
AND
ADJUSTERS INTERNATIONAL, INC.**

THIS AGREEMENT (the "Agreement") is made and entered into as of this 30 th day of April, 2012, by and between the City of Gulf Breeze, (hereinafter "the City"), and Adjusters International, Inc. a Delaware corporation, (hereinafter "Consultant").

WHEREAS, the Consultant and the City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee related to disaster recovery services for the City as outlined in the RFQ for Standby Disaster Administration including Professional Grant Administration and Disaster Recovery Project Management Services.

WHEREAS, the City desired to engage the Consultant to perform the services described herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City agree as follows.

1. Scope / Deliverables

- 1.1 The Consultant shall furnish professional services to the City as set forth in the AI Proposal to the RFQ for Standby Disaster Administration including Professional Grant Administration and Disaster Recovery Project Management Services attached and incorporated herein as Schedule A.

2. Term / Commencement Date

- 2.1 This agreement shall become effective upon execution by both parties and shall remain in effect through April 30, 2015, unless earlier terminated in accordance with Paragraph 8. The City shall have the option to renew this Agreement for two (2) additional one (1) year terms subject to the same terms and conditions as provided herein.

3. Compensation and Payment

- 3.1.1 The Consultant shall be compensated in accordance with a fee structure provided for under the Compensation sections, described in attached Schedule B and incorporated by reference.
- 3.2 The City shall pay Consultant upon receipt of invoice and in accordance with the Local Government Prompt Payment Act.

- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the City Manager, the Consultant shall provide reasonable written documentation to justify the invoice.

4. Subconsultants

- 4.1 The Consultant shall be responsible for all payment to any subconsultants and shall maintain responsibility for all work related to the Project.
- 4.2 Any subconsultants used pursuant to this Agreement must have the prior written approval of the City Manager.

5. City's Responsibilities

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services and work to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access by Consultant to City Hall as required for Consultant to perform services as may be requested in writing by the Consultant.

6. Consultant's Responsibilities

- 6.1 Consultant shall maintain clear and accurate record of its work performed during the Project.
- 6.2 Consultant acknowledges that time is of the essence regarding recovery from a disaster. In the event of a major disaster it is the expectation of the City that the Consultant shall have staff onsite at the City within 36 hours from request of the City. In no event, however, should this clause require Consultant to place personnel in harm's way.
- 6.3 In the event of the prospect of a disaster befalling the City, the Consultant shall, at the City's request, provide pre-disaster advice and planning assistance either on-site or telephonically.

7. Conflict of Interest

- 7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporation, real estate investors, etc.), with regard to any adversarial issues in the City.

8. Termination

- 8.1 This Agreement may be terminated by the City with written notice to the Consultant of such intent to terminate at least thirty (30) days prior to the effective date of such termination. In the event of termination by the Consultant prior to commencement of services as described in the RFQ, as incorporated herein by reference, the City shall be entitled to reimbursement of any compensation paid to the Consultant upon execution of the Agreement. In the event the Consultant is, in the sole opinion of the City, unable or unwilling to fulfill any of the Consultant's Responsibilities as identified in Section 6. of this agreement, the City may cause immediate termination of this agreement via written communication to the Consultant or it's employees or contractors.
- 8.2 Upon receipt of the City's written notice of termination, Consultant shall stop work on the Project unless directed otherwise by the City Manager.
- 8.3 In the event of termination by the City, the Consultant shall be paid for all work accepted by the City Manager up to the date of termination, plus all non-cancellable commitments entered into by Consultant in furtherance of the Agreement which were entered into prior to receipt of notice of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4 The Consultant shall transfer a copy of all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy or electronic format, as appropriate, within 14 days from the date of the written notice of termination or date of expiration of this Agreement.

9. Insurance

- 9.1 The Consultant shall provide proof of general insurance as required by the City.

10. Nondiscrimination

- 10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

11. Attorney's Fees and Waiver of Jury Trial

- 11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recovery its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and

appellate levels.

- 11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification

- 12.1 To the extent permitted by and within the limitations of Fla. Stat. Section 768.28, Consultant shall defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment, or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement.

- 12.2 The provisions of this section shall survive termination of this Agreement.

13. Notices / Authorized Representatives

- 13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Edwin A. Eddy, City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32562-0640
Phone: (850) 934-5100
Fax: (850) 934-5114

For the Consultant: John W Marini, COO & VP
Adjusters International, Inc.
126 Business Park Drive
Utica, NY 13502
Phone: (315) 797-3035
Fax: (315) 272-2192

14. Governing Law

- 14.1 This agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Santa Rosa County, Florida.

15. Entire Agreement / Modification / Amendment

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits

- 16.1 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any record of the Consultant involving transactions related to this Agreement.
- 16.2 The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119 Florida Statutes.

17. Nonassignability

- 17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

18. Severability

- 18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. Independent Contractor

- 19.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Compliance with laws

- 20.1 The Consultant shall comply with all applicable laws, ordinances, rule, regulations, and lawful orders of public authorities relating to the Project.

21. Waiver

- 21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions

- 22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees

- 23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person(s), company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. Execution in Counterparts

- 24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature; The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its Council, whose representative has been duly authorized to execute same.

Attest:

Marta Rhodes

City of Gulf Breeze

By: Edwin A. Edg
Name, Title

Date: 5/3/2012

Approved as to form and legality for the use and benefit of City of Gulf Breeze, Florida only:

Consultant

Adjusters International, Inc.

By: John Marini
John Marini, COO & Vice-President

SCHEDULE A
Scope of Services

The City of Gulf Breeze, Florida is requesting professional administrative and management services relative to an **annual standby contract** for disaster recovery adjusting, administrative activities, recovery/restoration project scope definition as it pertains to project worksheets, recovery/restoration project assistance and/or management, activity documentation and archiving, Stafford Act and other disaster recovery grant compliance, and related activities.

Specific administrative services required shall include, but not be limited to:

- a. Assist the City in meeting financial, administrative, and bookkeeping requirements of the disaster recovery grant program, including preparation of drawdown requests.
- b. Assist in reviewing loss adjuster statements and valuations to ensure appropriate recovery from insurers.
- c. Assist the City in meeting the record keeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
- d. Conduct inspections and write-ups and project manage the construction for each recovery project with respect to insuring eligibility under the disaster recovery grant program.
- e. Assist the City in contract administration and monitoring requirements of the program, including compliance requirements.
- f. Involvement in developing solicitation and RFQ/RFP bid package materials specifically related to disaster recovery grant programs.
- g. Act as a liaison between the City, contractors, engineers, FEMA and FL-DEM to ensure an efficient, smoothly managed program.
- h. Prepare any program Versions/amendments as necessary during the duration of the project.
- i. Prepare and coordinate the submission of the appropriate documents to FEMA/FL-DEM for program close-out and completion.
- j. Assist in development of mitigation proposals under Sections 404 and 406 of the Stafford Act, as amended.

All key personnel to be assigned to this project are subject to approval by the City and are expected to have specific experience conducting work of a similar scope over the most recent five years. Replacement personnel must have equivalent education and experience on the individuals whom they replace. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and

the City reserves the right to interview replacement personnel prior to its approval. The individual/consulting firm shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

SCHEDULE B
Schedule of Costs

[Scan of Page 35 of Adjusters International response package to City's RFQ attached]



800.382.2468
ADJUSTERSINTERNATIONAL.COM

C. Fee Schedule

Our team proposes to perform the services outlined within this proposal on a time-and-expense basis, except as noted below. Compensation will be a function of the type of expertise provided to the City based on the tasks requested by the City and as generally outlined under this proposal. As this is a time-and-expense engagement, the City has the flexibility to decide which tasks our team will assist them with. Consequently, the overall cost of this engagement is at all times subject to the City's desired level and length of our service.

Typically we take a phased approach to engagements, breaking our work down into time periods or projects based on the work assigned and the changing needs of the City. We then provide estimates and timelines for assigned portions of work, which include a commitment to a dollar figure that is not to be exceeded without prior approval by the City. This allows the City to remain in complete control of its investment in our services at every stage of our engagement.

Travel-related expenses (airfare, transportation, lodging, meals and incidentals) will be billed to the City at cost or as defined by the City's travel reimbursement program or federal per diems. We will make every effort to keep expenses to a minimum, and encourage the City to assist us with this by any means available. Professional fees will be invoiced for payment on a monthly basis. Because of AI's timekeeping system, some invoices may be for periods of less or more than thirty days.

FEMA Public Assistance Consulting Services

The following table presents Adjusters International's FEMA consultation rates, not including expenses, by position for representing the City as an applicant.

FEMA Public Assistance Consulting	
Position	Rate/Hr
Senior Consultant / Policy Advisor	\$255
Consultant	\$225
Specialist	\$185
Data Management	\$155
Project Management for Design & Construction	\$155
Project Management Support	\$125

Public Insurance Adjusting Services

AI proposes to provide public adjusting services through our local Florida-licensed adjusters (as needed/requested by the City) on a contingency basis. The benefits to the City of using an incentive-based fee are (1) there are no out-of-pocket expenses, thereby increasing cash flow at a time when revenues are reduced, and (2) it allows our team to earn our fees based on our success. Our fee for service is 10 percent of the net recovery after deductible. AI will absorb all expenses related to the preparation and presentation of the claim. This does not include any legal fees, should they become necessary. Our fee is due when the insurance proceeds are received by the City.

Discussion Regarding Direct Administrative Costs

It is worth noting that "direct" and "indirect" costs are defined very specifically by FEMA since the implementation of Disaster Assistance Policy (DAP) 9525.9 Section 324 Management Costs and Direct Administrative Costs. This DAP eliminates the applicant's administrative allowance, and instead requires that all force account and contract labor be tracked specifically to projects and project worksheets in order to be eligible.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: January 19, 2016

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

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

We have received Invoice No. 323930 in the amount of \$11,110.09 for professional services through December 31, 2015 from GJTBS. A copy of the invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 323930 IN THE AMOUNT OF \$11,110.09 TO GJTBS.



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

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

Benjamin J. Zimmern

Director

Licensed in Florida and Alabama

bjzimmern@gallowayjohnson.com

118 E. Garden St

Pensacola, FL 32502

Tel: 850.436.7000

Fax: 850.436.7099

www.gjtbs.com

January 15, 2016

Electronic Mail

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

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

Dear Mr. Eddy:

We have enclosed our invoice for professional services rendered and costs incurred in handling the above referenced matter for the period through December 31, 2015. This invoice is provided for your review only. We have sufficient funds in trust to pay the bill.

With best regards, I am,

Cordially,

/s/ Benjamin J. Zimmern

Benjamin J. Zimmern

BJZ/dsj

Enclosure (GJTBS #323941)



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

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

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

January 15, 2016
Client: FL8352
Matter: 000003
Invoice #: 323930
Resp. Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through December 31, 2015

Total Services	\$10,991.00
Total Disbursements	\$119.09
Total Current Charges	\$11,110.09
Previous Balance	\$9,004.75
Less Payments	(\$9,004.75)

PAY THIS AMOUNT

\$11,110.09

Wire Instructions

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

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



GALLOWAY
JOHNSON
TOMPkins
BURR AND
SMITH

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

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

January 15, 2016
Client: FL8352
Matter: 000003
Invoice #: 323930
Resp Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through December 31, 2015

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/01/2015	BJZ	Receipt and Review copy of letter mailed to residents by city.	0.10	\$195.00	\$19.50
12/01/2015	BJZ	Receipt and Review Appellate Court Show Cause Order on appealability of Summary Judgment.	0.20	\$195.00	\$39.00
12/01/2015	BJZ	Evaluate sovereign immunity and inverse condemnation claims as arguments in opposition to Plaintiffs' claims as potential Motion for Summary Judgement basis.	0.40	\$195.00	\$78.00
12/01/2015	BJZ	Begin preparation of draft response to Appellate Court's Show Cause Order regarding issues decided by trial court, resolution of complete counts, and decision as to entire party.	0.70	\$195.00	\$136.50
12/01/2015	BJZ	Identify, evaluate, and brief applicable case law in support of appealability of Court's Summary Judgment decision.	0.60	\$195.00	\$117.00
12/01/2015	BJZ	Prepare record on appeal for appeal of Summary Judgment decision.	0.30	\$195.00	\$58.50
12/01/2015	BJZ	Telephone conference with city clerk regarding discovery responses and additional city records to review for potential evidence.	0.30	\$195.00	\$58.50
12/01/2015	JFT	Analyze file for Appellate deadline to file Designation to Court Reporter and Directions to Clerk.	0.10	\$95.00	\$9.50
12/01/2015	JFT	Draft Defendants' Notice of Filing Hearing Transcripts from Defendants' Motions for Summary Judgment Hearing on September 28, 2015.	0.20	\$95.00	\$19.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/01/2015	JFT	Begin drafting Appellants' Directions to Clerk.	1.10	\$95.00	\$104.50
12/01/2015	JFT	Analyze docket for Appellant Court in preparation for continuing to draft Appellants' Directions to Clerk.	0.60	\$95.00	\$57.00
12/01/2015	JFT	Continue drafting Appellants' Directions to Clerk.	0.90	\$95.00	\$85.50
12/01/2015	JFT	Continue preparation of Defendants' Appellants Designation of Court Reporter.	1.80	\$95.00	\$171.00
12/02/2015	BJZ	Prepare detailed correspondence to city clerk regarding searching prior council records for Plaintiffs' complaints.	0.20	\$195.00	\$39.00
12/02/2015	BJZ	Receipt and Review emails located by IT department related to litigation.	0.20	\$195.00	\$39.00
12/02/2015	BJZ	Receipt and Review correspondence from city manager regarding citizens' emails to reporter in support of beach access.	0.10	\$195.00	\$19.50
12/02/2015	BJZ	Receipt and Review prior city council meeting minutes regarding Plaintiffs' prior complaints.	0.40	\$195.00	\$78.00
12/02/2015	JFT	Draft follow-up email to Suzette Aiello, resident of Gulf Breeze, regarding contacting our office to set up recorded statement concerning public beach access at Catawba.	0.20	\$95.00	\$19.00
12/03/2015	BJZ	Prepare detailed correspondence to Plaintiff attorney regarding prior request for hearing date and no motion filed.	0.20	\$195.00	\$39.00
12/03/2015	BJZ	Telephone Conference with city attorney regarding case status and potential eminent domain claim.	0.20	\$195.00	\$39.00
12/03/2015	BJZ	Review prior litigation file regarding potential additional evidence and documents in support of upcoming hearing and trial disclosures.	0.60	\$195.00	\$117.00
12/03/2015	BJZ	Begin preparation of outline for dismissal of Plaintiff's injunction count regarding lack of legal support.	0.70	\$195.00	\$136.50
12/03/2015	BJZ	Continued preparation of response to Show Cause Order regarding resolution of complete claim against parties.	0.40	\$195.00	\$78.00
12/03/2015	JFT	Draft email to Gulf Breeze resident, Suzette Aiello, regarding setting up a video deposition at her home concerning the legal issue with the public beach access on Catawba.	0.10	\$95.00	\$9.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/03/2015	JFT	Receipt and review, email response from Gulf Breeze resident, Suzette Aiello, regarding not being available to for video deposition at her home concerning the legal issue with the public beach access on Catawba.	0.10	\$95.00	\$9.50
12/07/2015	BJZ	Prepare detailed memorandum on appealability for decision on jury trial.	0.80	\$195.00	\$156.00
12/07/2015	BJZ	Supplement updated discovery to Plaintiffs.	0.40	\$195.00	\$78.00
12/07/2015	BJZ	Additional evaluation of appeal issues related to judge's denial of trial by jury.	0.60	\$195.00	\$117.00
12/07/2015	JFT	Continue drafting Defendants' Second Interrogatories to Plaintiff, John Lance Reese.	0.30	\$95.00	\$28.50
12/07/2015	JFT	Draft Defendants' Second Interrogatories to Plaintiff, Peter Peters.	0.40	\$95.00	\$38.00
12/07/2015	JFT	Draft Defendants' Second Interrogatories to Plaintiff, Mitzi Peters.	0.40	\$95.00	\$38.00
12/08/2015	BJZ	Receipt and Review correspondence from city clerk regarding photograph of area presented at city council meeting.	0.10	\$195.00	\$19.50
12/08/2015	BJZ	Receipt and Review Plaintiffs' Motion for Temporary Injunction set for hearing tomorrow.	0.70	\$195.00	\$136.50
12/08/2015	BJZ	Evaluate case law cited by Plaintiffs' in Motion for Injunction.	0.80	\$195.00	\$156.00
12/08/2015	BJZ	Begin preparation of detailed response to Plaintiff's Motion for Temporary Injunction.	1.30	\$195.00	\$253.50
12/08/2015	BJZ	Receipt and Review Plaintiffs Motion for Summary Judgment.	0.90	\$195.00	\$175.50
12/08/2015	BJZ	Receipt and Review petitions received at city council meeting.	0.20	\$195.00	\$39.00
12/08/2015	CKR	Begin preparation of Response to 1st DCA's Order to Show Cause with focus on Introduction and summary of claims and argument regarding whether the 1st DCA has jurisdiction to consider the appeal.	1.30	\$195.00	\$253.50
12/08/2015	CKR	Begin preparation of Response to 1st DCA's Order to Show Cause with focus on the claims of the parties and the requested relief.	1.60	\$195.00	\$312.00
12/08/2015	CKR	Prepare analysis/argument section of our Response to Order to Show Cause regarding our analysis that trial court's Order adjudicated entire case as to Greer.	1.60	\$195.00	\$312.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/08/2015	CKR	Prepare memorandum of law section of our Response to Order to Show Cause regarding when partial final judgments are appealable and when they must be appealed prior to final judgment on all claims.	0.60	\$195.00	\$117.00
12/08/2015	JFT	Receipt and review, Plaintiffs' Verified Motion for Temporary Injunction in preparation for drafting Defendants' response.	0.20	\$95.00	\$19.00
12/09/2015	BJZ	Receipt and Review correspondence from B.Eddy regarding Plaintiffs' Motion for Injunction.	0.10	\$195.00	\$19.50
12/09/2015	BJZ	Prepared detailed response to B.Eddy regarding upcoming hearing.	0.30	\$195.00	\$58.50
12/09/2015	BJZ	Receipt and Review detailed correspondence from Mayor regarding background on need for stairs.	0.20	\$195.00	\$39.00
12/09/2015	BJZ	Continued preparation of responsive pleading to Plaintiffs' Motion for Temporary Injunction regarding background of claim, evaluation of elements necessary to establish injunction, and Plaintiffs' failure to comply with due process notice requirements.	2.30	\$195.00	\$448.50
12/09/2015	BJZ	Prepare for, travel to, attend, and argue against Plaintiffs' Motion for Temporary Injunction, and return travel from same.	2.60	\$195.00	\$507.00
12/09/2015	BJZ	Telephone conference with mayor regarding results of hearing on temporary injunction.	0.30	\$195.00	\$58.50
12/09/2015	BJZ	Evaluate recent case law on high standard necessary to entitle Plaintiffs to Temporary Injunction regarding application to case at issue.	0.60	\$195.00	\$117.00
12/09/2015	BJZ	Review applicable decisions on timing of notice for temporary injunction as grounds for opposition to same.	0.70	\$195.00	\$136.50
12/09/2015	BJZ	Identify related decisions on inverse condemnation as adequate remedy at law for taking of property as claimed by Plaintiffs.	0.50	\$195.00	\$97.50
12/09/2015	BJZ	Analysis of Plaintiffs' claim of irreparable harm regarding lack of sufficient evidentiary support to enable injunctive relief.	0.40	\$195.00	\$78.00
12/09/2015	CKR	Continue preparation of memorandum of law in briefing to 1st DCA regarding jurisdictional analysis of whether 1st DCA has jurisdiction based upon order disposing of entire case as to a party.	0.40	\$195.00	\$78.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/09/2015	CKR	Evaluate Florida case law for preparation of memorandum of law addressing jurisdictional issues as to right to immediate appeal when all counts are resolved as to a party by trial court's order.	1.10	\$195.00	\$214.50
12/09/2015	JFT	Continue drafting The City of Gulf Breeze's Response and Objection to Plaintiffs' Verified Motion for Temporary Injunction.	0.70	\$95.00	\$66.50
12/09/2015	JFT	Analyze all file material for pertinent exhibits to be used in The City of Gulf Breeze's Response and Objection to Plaintiffs' Verified Motion for Temporary Injunction.	0.40	\$95.00	\$38.00
12/09/2015	JFT	Conduct internet search for news articles surrounding the circumstances of the case.	0.20	\$95.00	\$19.00
12/09/2015	JFT	Analyze all file material for pertinent documents to be used by judge and attorney at the Pre-Trial Conference Hearing and Plaintiffs' Verified Motion for Temporary Injunction on 12/09/15.	0.80	\$95.00	\$76.00
12/09/2015	JFT	Continue analyze all file material for pertinent exhibits to be used in The City of Gulf Breeze's Response and Objection to Plaintiffs' Verified Motion for Temporary Injunction.	0.20	\$95.00	\$19.00
12/10/2015	BJZ	Receipt and Review correspondence from City Attorney regarding memorandum on jury trial appeal issues.	0.10	\$195.00	\$19.50
12/10/2015	BJZ	Receipt and Review correspondence from Plaintiff Attorney regarding proposed order setting deadlines.	0.20	\$195.00	\$39.00
12/10/2015	BJZ	Supplement response to Show Cause Order entered by Appellate Court.	0.90	\$195.00	\$175.50
12/10/2015	BJZ	Email to Plaintiff Attorney regarding no objection to proposed order on pretrial deadlines.	0.10	\$195.00	\$19.50
12/10/2015	BJZ	Evaluate issues raised by Plaintiff as to vacation of right of way and case law establishing standard for vacation.	0.70	\$195.00	\$136.50
12/10/2015	BJZ	Additional analysis of appealability of partial summary judgment for inclusion in response to appellate court's show cause order.	1.40	\$195.00	\$273.00
12/10/2015	BJZ	Review Plaintiffs' 1st Amended Complaint regarding description of all claims and counts raised by Plaintiffs for inclusion in response to show cause order.	0.60	\$195.00	\$117.00
12/10/2015	BJZ	Additional preparation for upcoming hearing on Plaintiffs' request for temporary injunction.	0.60	\$195.00	\$117.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/10/2015	JFT	Telephone call to resident, Lynette Dewberry, regarding attending Evidentiary Hearing on December 14, 2015.	0.60	\$95.00	\$57.00
12/10/2015	JFT	Telephone call to resident, Patt Neumann, regarding attending Evidentiary Hearing on December 14, 2015.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Telephone call to resident, Jay Brazelle, regarding attending Evidentiary Hearing on December 14, 2015.	0.20	\$95.00	\$19.00
12/10/2015	JFT	Telephone call to resident, Jamie Welch, regarding attending Evidentiary Hearing on December 14, 2015.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Telephone call to resident, Rodney Sutton, regarding attending Evidentiary Hearing on December 14, 2015.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Telephone call to resident, Jeff Eble, regarding attending Evidentiary Hearing on December 14, 2015.	0.30	\$95.00	\$28.50
12/10/2015	JFT	Draft email to Gulf Breeze residents regarding attending Evidentiary Hearing on December 14, 2015.	0.30	\$95.00	\$28.50
12/10/2015	JFT	Receipt and review, email from resident, Jeff Eble regarding additional information for hearing on 12/14/15.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Receipt and review, email correspondence from Lynette Dewberry regarding public beach access at Catawba, and hearing on 12/14/15.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Receipt and review, email correspondence from Jeff Eble, regarding photos of the public beach access at Catawba, and hearing on 12/14/15.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Receipt and review, photos of the public beach access at Catawba provided by Jeff Eble in preparation for hearing on 12/14/15.	0.20	\$95.00	\$19.00
12/10/2015	JFT	Draft email to City of Gulf Breeze requesting digital copies of city council meetings.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Receipt and review, Notice of Evidentiary Hearing on Plaintiffs' Verified Motion for Injunctive Relief in preparation for hearing notebook on 12/14/15.	0.10	\$95.00	\$9.50
12/10/2015	JFT	Receipt and review, Plaintiffs' Notice of Filing Deposition Transcripts of Ron Pulley in preparation for hearing notebook on 12/14/15.	0.10	\$95.00	\$9.50
12/11/2015	BJZ	Supplement response to show cause order regarding appealability of ruling on Motion for Summary Judgement.	0.80	\$195.00	\$156.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/11/2015	CKR	Continue preparation of Response to 1st DCA's Order to Show Cause regarding jurisdictional questions on appeal following entry of trial court's order granting partial summary judgment in favor of Plaintiffs.	0.70	\$195.00	\$136.50
12/11/2015	JFT	Receipt and review, email correspondence from Carol Kemp regarding her attending upcoming Hearing.	0.10	\$95.00	\$9.50
12/11/2015	JFT	Continue drafting Appellants' Response to Order to Show Cause.	0.80	\$95.00	\$76.00
12/11/2015	JFT	Analyze all file material for pertinent documents to be used as exhibits in Appellants' Response to Order to Show Cause.	1.60	\$95.00	\$152.00
12/14/2015	BJZ	Conference call with City Attorney and staff regarding preparation for upcoming hearing.	0.40	\$195.00	\$78.00
12/14/2015	BJZ	Travel to Milton, argue in opposition to Plaintiffs' Request for Injunction, and return travel.	3.40	\$195.00	\$663.00
12/14/2015	BJZ	Receipt and Review correspondence from City Manager regarding preparation for hearing.	0.10	\$195.00	\$19.50
12/14/2015	BJZ	Receipt and Review correspondence from citizen regarding historical photographs of disputed area establishing use of property.	0.10	\$195.00	\$19.50
12/14/2015	BJZ	Continued preparation for upcoming hearing on Plaintiffs' Motion for Injunction regarding review of prior pleadings, plaintiffs motion, testimony of parties, and standard for recovery.	2.50	\$195.00	\$487.50
12/14/2015	JFT	Receipt and review, Notice of Hearing on January 21, 2016, regarding Plaintiffs' Motion for Summary Judgment as to Count V of Defendant, City of Gulf Breeze's Amended Counterclaim.	0.10	\$95.00	\$9.50
12/14/2015	JFT	Receipt and review, Plaintiffs' Proposed Order Setting Pre-Trial Deadlines and Non-Jury Bench Trial.	0.10	\$95.00	\$9.50
12/14/2015	JFT	Analyze all file material for pertinent documents for judge and attorneys use at Evidentiary Hearing on 12/14/15, including: photographs of Catawba beach access, numerous email correspondence from residents, filed Motions, and caselaw.	2.40	\$95.00	\$228.00
12/14/2015	JFT	Attend Evidentiary Hearing to assist attorney with multiple Gulf Breeze residents attending at witnesses regarding the Catawba beach access. (No charge).	3.60	\$0.00	\$0.00
12/14/2015	JFT	Receipt and review, email correspondence from Jeff Eble with aria photographs of public beach access at Catawba attached.	0.20	\$95.00	\$19.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/14/2015	JFT	Telephone call from Gulf Breeze resident, David Kemp, regarding his attendance at Hearing on 12/14/15.	0.30	\$95.00	\$28.50
12/14/2015	JFT	Receipt and review email correspondence from Gulf Breeze resident, Jeff Eble, regarding his attendance at Hearing on 12/14/15.	0.10	\$95.00	\$9.50
12/15/2015	BJZ	Receipt and Review correspondence from court reporter regarding transcript of Judge's ruling for preparation of order.	0.20	\$195.00	\$39.00
12/15/2015	JFT	Begin drafting Proposed Order Denying Plaintiffs' Injunctive Relief.	0.70	\$95.00	\$66.50
12/15/2015	JFT	Telephone call from Lynette Dewberry regarding plan of action for trial.	0.60	\$95.00	\$57.00
12/16/2015	BJZ	Supplement proposed order denying Plaintiffs Request for Injunction.	0.50	\$195.00	\$97.50
12/16/2015	BJZ	Receipt and Review correspondence from city clerk regarding historical records and minutes related to disputed property.	0.30	\$195.00	\$58.50
12/16/2015	BJZ	Receipt and Review correspondence from City Manager regarding construction of stairway.	0.10	\$195.00	\$19.50
12/16/2015	BJZ	Receipt and Review correspondence from Plaintiff Attorney regarding objecting to proposed order.	0.10	\$195.00	\$19.50
12/16/2015	BJZ	Prepared correspondence to Plaintiff Attorney attaching transcript from Judge's ruling as support for pro posed order.	0.10	\$195.00	\$19.50
12/16/2015	BJZ	Examine applicable objections to Plaintiffs' discovery requests as work product.	0.40	\$195.00	\$78.00
12/16/2015	JFT	Analyze all file material for pertinent information in preparation for drafting discovery responses to Plaintiffs.	1.20	\$95.00	\$114.00
12/16/2015	JFT	Draft Defendants' Answers to Plaintiffs' Second Set of Interrogatories.	1.40	\$95.00	\$133.00
12/16/2015	JFT	Draft Defendants' Responses to Plaintiffs' Second Request for Production.	0.40	\$95.00	\$38.00
12/16/2015	JFT	Draft Defendants' Responses to Plaintiffs' Second Request for Admission.	1.30	\$95.00	\$123.50
12/16/2015	JFT	Draft email correspondence to insured regarding discovery responses to Plaintiff prior to providing to opposing counsel.	0.20	\$95.00	\$19.00
12/16/2015	JFT	Draft email to the City of Gulf Breeze regarding notarized interrogatories.	0.10	\$95.00	\$9.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
12/18/2015	BJZ	Supplement responses to Plaintiffs' updated admissions, requests for production, interrogatories and request for admissions.	0.40	\$195.00	\$78.00
12/18/2015	BJZ	Receipt and Review Plaintiffs' proposed order denying injunction and review of same regarding accuracy.	0.30	\$195.00	\$58.50
12/18/2015	BJZ	Begin analysis of documents responsive to Plaintiffs' production request.	0.80	\$195.00	\$156.00
12/18/2015	JFT	Supplement Defendants' Responses to Plaintiffs' Second Set of Interrogatories according to the changes requested by the City of Gulf Breeze.	0.20	\$95.00	\$19.00
12/18/2015	JFT	Continue drafting Defendants' Answers to Plaintiffs' Second Set of Interrogatories.	0.90	\$95.00	\$85.50
12/18/2015	JFT	Continue drafting Defendants' Responses to Plaintiffs' Second Request for Production.	0.60	\$95.00	\$57.00
12/18/2015	JFT	Continue drafting Defendants' Responses to Plaintiffs' Request for Admissions.	0.40	\$95.00	\$38.00
12/21/2015	BJZ	Supplement response to Plaintiffs request for production regarding privileged material.	0.30	\$195.00	\$58.50
12/21/2015	BJZ	Review potential actions regarding tolling of time for appellate issues pending decision on show cause order.	0.40	\$195.00	\$78.00
12/22/2015	BJZ	Receipt and Review correspondence from City Attorney regarding eminent domain.	0.20	\$195.00	\$39.00
12/22/2015	BJZ	Prepare detailed correspondence to Plaintiff Attorney regarding objections to proposed order.	0.20	\$195.00	\$39.00
12/22/2015	BJZ	Continued preparation of response to Plaintiffs' Motion of Summary Judgement on prior decision.	0.60	\$195.00	\$117.00
12/22/2015	JFT	Receipt and review, Appellant's requested appeal list from Santa Rosa County Clerk prior to sending documents to Appeal Court.	0.90	\$95.00	\$85.50
12/22/2015	JFT	Telephone call to Santa Rosa County Clerk regarding Appellant's requested appeal list for clarification of specific documents.	0.40	\$95.00	\$38.00
12/29/2015	BJZ	Receipt and Review correspondence from plaintiff attorney regarding accepted revisions to proposed order.	0.10	\$195.00	\$19.50
Total Professional Services			73.40		\$10,991.00

January 15, 2016
 Client: FL8352
 Matter: 000003
 Invoice #: 323930
 Resp Atty: BJZ
 Page: 10

PERSON RECAP

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	36.30	\$195.00	\$7,078.50
CKR Chris K. Ritchie	7.30	\$195.00	\$1,423.50
JFT Jamie F. Thurman	3.60	\$0.00	\$0.00
JFT Jamie F. Thurman	26.20	\$95.00	\$2,489.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
12/17/2015	Wierzbicki Court Reporting- Deposition Expense- JMG Invoice#84080 DVD of depositions 12/3/15 NML	\$40.00
12/17/2015	Anchor Court Reporting- Transcripts- JMG Transcript Copy 11/18/15 NML	\$62.50
12/28/2015	Federal Express Invoice No. 5-235-35336 To: Appeal Clerk	\$16.59
Total Disbursements		\$119.09
Total Services		\$10,991.00
Total Disbursements		\$119.09
Total Current Charges		\$11,110.09
Previous Balance		\$9,004.75
<i>Less Payments</i>		(\$9,004.75)
PAY THIS AMOUNT		\$11,110.09

Billing History

	Current Invoice	Since Inception	Total	Payments-to-Date
Services	\$10,991.00	\$59,748.50	\$70,739.50	\$59,748.50
Disbursements	\$119.09	\$1,923.98	\$2,043.07	\$1,923.98
Total	\$11,110.09	\$61,672.48	\$72,782.57	\$61,672.48

Wire Instructions

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

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

Anchor Court Reporting

P.O. Box 12444
Pensacola, FL 32591

Invoice

Date	Invoice #
11/18/2015	15-3856LM

Bill To
BENJAMIN ZIMMERN, ESQUIRE GALLOWAY, JOHNSON 118 EAST GARDEN STREET PENSACOLA, FL 32502



Terms	Federal I.D. No.

Item	Quantity	Description	Rate	Amount
Transcript Copy	25	JOHN REESE VS. THE CITY OF GULF BREEZE CASE NO. 2013-CA-000838 HEARING HELD BEFORE JUDGE SIMON ON 11/12/15 TRANSCRIPT, COPY*SENT VIA EMAIL*	2.50	62.50
			Total	\$62.50

PAYMENT DUE UPON RECEIPT

12% interest will be added to invoices not paid within 30 days

Phone #	Fax #	E-mail
850-432-2511	850-432-2302	anchorreporters@aol.com