

GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

JANUARY 4, 2016
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

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

2. **APPROVAL OF MINUTES**

December 21, 2015, Regular meeting

3. **PROCLAMATIONS AND PRESENTATIONS**

Recognition of Gulf Breeze Volunteer Firefighters Susan Hoffman, Samantha Hoffman, Samuel Buckley, and Thomas Matassa for successfully completing Firefighter I Training

4. **RESOLUTIONS AND ORDINANCES**

Public Hearing:

Ordinance No. 01-16

Amending the City's noise ordinance with regards to construction and demolition hours

SECOND READING AND PUBLIC HEARING

5. **ACTION AGENDA ITEMS**

- A. Recommendation regarding street light located on Madrid Avenue
- B. Approval of holiday gift card purchase in the amount of \$6,700 for staff with cost allocation to each department
- C. Authorization and approval for Warrington Utility and Excavation to make irrigation repairs to the East Course in the amount of \$13,300 with a 20% (\$2,700) contingency
- D. Endorsement regarding conversion of a vehicle bay in the Public Services garage to office space
- E. Authorization and approval for McNorton Mechanical to remove and replace the metal roofing and gutter system over the Public Services office building in the amount of \$9,940
- F. Direction regarding potential sale of Peyton Office building
- G. Approval and authorization to enter into a retainer agreement with Smolker Bartlett Loeb Hinds & Sheppard, P.A., and provide a \$5,000 retainer

- H. Approval of Agreement for Legal Services with Michael J. Stebbins, PL, and authorization for the Mayor to execute the agreement on behalf of the City
- I. Approval of payment of invoice in the amount of \$9,004.75 to Galloway Johnson Tompkins Burr and Smith for legal services rendered in connection with Catawba Street right-of-way

6. **NEW ITEMS**

7. **INFORMATION ITEMS**

8. **PUBLIC FORUM**

9. **ADJOURNMENT**

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

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

The 1,286th Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, December 21, 2015, at 6:30 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

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

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

APPROVAL OF MINUTES:

Councilman Landfair moved for approval of the minutes of the December 7, 2015, Regular Meeting. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

Councilwoman Fitch moved for approval of the minutes of the December 7, 2015, Community Redevelopment Agency meeting. Councilman Landfair seconded. The vote for approval was unanimous.

Councilwoman Bookout moved for approval of the minutes of the December 9, 2015, South Santa Rosa Utility System Treatment Operations Workshop. Councilwoman Fitch seconded. The vote for approval was unanimous.

PRESENTATION AND PROCLAMATIONS:

Chief of Police Robert Randle introduced Officer Tom Roberson and recognized Officer Roberson's dedication to protect and serve citizens of the City of Gulf Breeze.

RESOLUTIONS AND ORDINANCES:

Ordinance No. 01-16	Amending the City's noise ordinance with regards to construction and demolition hours <i>FIRST READING</i>
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The City Clerk read the ordinance by title. Councilwoman Bookout moved for approval of Ordinance No. 01-16 and to hold a Public Hearing and Second Reading on January 4, 2016. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

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Resolution No. 34-15 Adopting a revised and restated International City Managers Association Retirement Corporation 401 Money Purchase Plan

Councilwoman Fitch moved for approval of Resolution No. 34-15. Councilwoman Bookout second. The vote for approval was unanimous.

CONSENT AGENDA ITEM(S):

A. Approval of Development Review Board Recommendation:
Samuel and Enid Wilson, 254 Fairpoint Drive, Gulf Breeze, FL
Request to construct a seawall

John and Tara Turk, 4 Highpoint Drive, Gulf Breeze, FL
Request to construct a residential pier and seawall

Reference: DRB December 8, 2015, minutes

Recommendation: That the City Council approve the Development Review Board recommendation to approve both projects as submitted.

B. Approval of a Special Event Application from Pensacola Sports Association for the Double Bridge Run on February 13, 2016

Reference: Deputy Chief memo dated December 8, 2015

Recommendation: That the City Council approve the Special Event Application for the Double Bridge Run.

C. Approval for Purchase of 2015 Ford Police Interceptor sedan and 2016 Ford Police Interceptor Utility vehicle in the amount of \$73,773.87 and declaring 2005 Ford F150 pickup, 2007 Ford Crown Vic, and 2009 Ford Crown Vic as surplus and authorizing disposal through govdeals.com

Reference: Deputy City Manager memo dated December 3, 2015

Recommendation: That the City Council approve the purchase of one (1) 2016 Ford Police Interceptor Utility vehicle and one (1) 2015 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

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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.

- D. Approval of Purchase of five portable radios and one mobile radio from Motorola in the amount of \$24,428.47 for the Gulf Breeze Fire Department

Reference: Director of Community Services memo dated December 9, 2015

Recommendation: That the City Council authorize the Fire Department to procure five portable radios and one mobile radio from Motorola for \$24,428.47. *(The Council requested that the minutes reflect the revised amount approved as \$25,328.47, which includes the addition of pager software for use with the radios.)*

- E. Approval of payment of annual dues for West Florida Regional Planning Council (Transportation Planning Organization - TPO) in the amount of \$221.00 and Bay Area Resource Council (BARC) in the amount of \$1,500

Reference: City Clerk memo dated December 4, 2015

Recommendation: That the City Council approve payments of \$221.00 to the Northwest Florida Regional Planning Council for staff support of the Transportation Planning Organization and \$1,500.00 to the Bay Area Resource Council for annual memberships.

- F. Approval of installation of a rubberized speed hump at the 1300 block of Soundview Trail

Reference: Assistant to City Manager memo dated December 11, 2015

Recommendation: That the City Council approve the installation of a rubberized speed hump at the 1300 block of Soundview Trail.

- G. Approval for Renewal of Google licensing

Reference: Deputy City Manager memo dated December 11, 2015

Recommendation: That the City Council authorize the purchase of a one-year license for Google Apps for Government and Google Vault from Cloud Sherpa of Atlanta, Georgia for a cost of \$10,300.

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- H. Authorization for Staff and the City Attorney to research actions necessary to establish a policy relative to hours of use for access ways near the water

Reference: City Manager memo dated December 11, 2015

Recommendation: That the City Council direct staff and the City Attorney to research actions necessary for the City Council to establish a policy relative to hours of use for public access ways near the water.

Mayor Pro Tem Henderson moved for approval of consent agenda items A through H. Councilman Landfair seconded. The vote for approval was unanimous.

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

ACTION AGENDA ITEMS:

- A. Authorization for the City Attorney to contact the Coe Estate to discuss modification/clarification of the deed restrictions for 417 Fairpoint Drive

Reference: Deputy City Manager memo dated November 25, 2015

Recommendation: That the City Council authorize the City Attorney to contact the Coe Estate and discuss the modification/clarification of the deed restrictions for the subject property.

The City Manager provided an updated to the Council. At the Executive meeting, the Council decided to list the property as a means to let the public know that the property is available. The City Manager also advised that the Deputy City Manager met with a developer who is interested in making an offer to the City. Staff will endeavor to provide an update regarding an offer during the next set of meetings.

Councilwoman Bookout made a motion to approve listing the Coe property with Levin Rinke Resort Realty. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

- B. Authorization to retain outside counsel to evaluate the potential of filing an eminent domain lawsuit at the Catawba Street public beach access

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Reference: City Attorney oral report and information regarding the Smolker, Bartlett, Loeb, Hinds & Sheppard law firm

Mayor advised that this agenda item should include outside counsel representing the City on four different matters, to wit: (1) Catawba eminent domain; (2) FDOT eminent domain (regarding construction of the new Pensacola Bay Bridge); (3) regulatory taking regarding the utility plant; and (4) reclaiming the submerged land located on the west side of the foot of the Pensacola Bay Bridge.

The City Attorney advised that he, along with the Mayor and staff, interviewed four law firms who specialize in eminent domain. After conducting the interviews, the City Attorney and staff recommend retaining the law firm of Smolker, Bartlett, Loeb, Hinds, & Sheppard out of Tampa, Florida.

Councilwoman Bookout made a motion that the City enter into an engagement letter with the law firm Smolker, Bartlett, Loeb, Hinds, & Sheppard. Councilwoman Fitch seconded. The vote for approval was unanimous.

NEW BUSINESS: None

INFORMATION ITEMS: None

PUBLIC FORUM:

Karen Owen, 3 Madrid Avenue, presented a letter signed by the residents located on Madrid Avenue requesting that a recently installed streetlight located at 3 Madrid Avenue be removed. Mayor Pro Tem Henderson made a motion that the street light be removed. The Mayor suggested that the Council wait to make a decision until the next meeting so that the Council could visit the location after nightfall. The motion died for lack of a second. The Mayor asked that staff place the matter on the next meeting agenda.

Robert Turpin, 2 Madrid Avenue, thanked the City for the great work that they do and wished a very Happy Holiday and safe travels.

COUNCIL COMMENTS:

Mayor Pro Tem Henderson asked the City Council discuss "what is the job of the Council" at the January 30, 2016, workshop. Mayor Dannheisser asked that this matter be placed as the first item on the workshop agenda.

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

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/23/2015

Subject: Ordinance 01-16

Enclosed please find a copy of Ordinance 01-16, which was approved on a first reading on December 21, 2015. Please note that we corrected the error in the table. It now states 8:00 AM as intended by the City Council. As you can see, the ordinance was published on December 24th. Consistent with the earlier direction of the Council, the ordinance should be presented to the City Council at the January 4, 2016 meeting.

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

Recommendation: That the City Council hold a public hearing on Ordinance 01-16 on January 4, 2016 and approve it on a second reading on that date.

Enclosure

ORDINANCE NO. 01-16

AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO NOISE AND EXCESSIVE SOUND; AMENDING SECTION 8-83(D)(5) OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2(b), Article VIII of the State Constitution provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law; and,

WHEREAS, the City of Gulf Breeze has the responsibility to protect the health, safety and welfare of its residents and visitors; and,

WHEREAS, the City of Gulf Breeze had adopted certain rules and regulations relative to excessive construction noise and noise pollution; and,

WHEREAS, the City Council has recently received complaints from citizens regarding construction noise on weekends; and,

WHEREAS, the City Council finds that it is in the public's interest to adjust the prohibited times and days of the week associated with construction and demolition activity.

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

SECTION 1 - Section 8-83(d)(5) is hereby amended to read as follows:

- (5) *Construction and demolition.* No person shall operate or cause the operation of any tools or equipment used in construction, drilling, repair, alteration, or demolition during the hours listed in Table 4 such that the sound therefrom creates a noise disturbance across a real property boundary, except for emergency work by public service utilities or for other work approved by the city manager. This section shall not apply to the use of domestic power tools as provided below.

TABLE 4: CONSTRUCTION AND DEMOLITION HOURS

	MON	TUE	WED	THU	FRI	SAT	SUN
12:00 AM - 7:00 AM							
7:00 AM - 8:00 AM							
8:00 AM - 9:00 PM							
9:00 PM - 12:00 AM							

 - PROHIBITED  - PERMISSIBLE

SECTION 2 - SEVERABILITY

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

SECTION 3 - CONFLICT

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

SECTION 4 - EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 21st DAY OF DECEMBER, 2015.

ADVERTISED ON THE 24th DAY OF DECEMBER, 2015.

PASSED ON THE SECOND READING ON THE ___ DAY OF JANUARY, 2016.

By: _____
 Matt E. Dannheisser, Mayor

ATTESTED TO BY:

 Leslie Guyer, City Clerk



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council
From : *By* Edwin A. Eddy, City Manager
Date : December 28, 2015
Subject: Street Light on Madrid Avenue

Attached please find a letter from residents of Madrid Avenue that was distributed to the City Council on December 21st. Also attached is an aerial view of the Madrid - High Point area with the subject street light highlighted.

Staff received a call from a resident that lives near this location who was concerned about walking in the area after dark. The issue is that there are dark areas in the Oviedo, Cadiz, Madrid and High Point areas. Staff reviewed the situation and identified the need for four (4) new street lights in order to reduce the dark areas on these streets. The locations and pole numbers were reported to Gulf Power and four (4) new streets lights were installed.

As stated in the attached letter, the street light was not requested by residents of Madrid Avenue. The new lights were requested by citizens who enjoy walking in the area. The need for street lights depends on several factors including tree canopy, street layout and topography. In this case, the subject light is at a point lower in elevation than the nearby intersection of Madrid and High Point. The tree canopy is dense. Vehicular, pedestrian and bicycle traffic benefit from the light for safety reasons.

While some residents, drivers, pedestrians and bicyclists want more street lights, others as pointed out in the letter, enjoy the absence of street lights. When Gulf Power reviewed the request for a street light on Madrid, they advised that two lights were needed. The new light as shown on the aerial is the only street light on Madrid.

In order to provide more consistency with regard to street lighting as we would with paving and storm water drainage on public streets, we believe the new street light on Madrid Avenue should remain in place.

RECOMMENDATION:
THAT THE RECENTLY INSTALLED STREET LIGHT ON MADRID AVENUE REMAIN IN PLACE.

December 21, 2015

City of Gulf Breeze
800 Shoreline Drive
Gulf Breeze FL 32561

Dear Buzz Eddy, Nathan Ford, and other leaders:

We appreciate the great job the City of Gulf Breeze officials do in running our city efficiently, safely, and appropriately for the residents of Gulf Breeze. We love our neighborhood on Madrid Avenue and wish it to remain as it has been for many wonderful years.

Recently, an intrusion occurred in our neighborhood that has many of us puzzled. Suddenly, without warning, on our quiet, dark and lovely street that we all cherish, a harsh unwanted street light appeared. Many of us were struck at the strangeness of this sudden action by the city. We live on Madrid Ave. (many of us chose our homes here for this reason) mainly for the ABSENCE of streetlights. Many of us are stargazers and often spend time in our yards and driveways at night admiring the stars and the moon. Our street is home to owls, hawks, and night herons who raise their families each year in the trees on our street. This new streetlight has diminished the value of this experience significantly for us and for the wildlife here. We wonder why none of us were consulted or even notified that this inexplicable streetlight was being installed. It remains a mystery. It has significantly impacted our quality of life.

It is our desire that this streetlight be removed. Our street is tiny, there is little traffic, there have been no accidents, and there is simply no reason for a streetlight. Please consider this our strong request to remove the streetlight and return our beloved Madrid Ave. to its previous and much more desirable state. Thank you.

The Residents of Madrid Ave. *

Karen & Michael Owen (3 Madrid Ave. 850-748-3748)
Jane Manoy (5 Madrid Ave.) 850 932-3377
Tammie & Robert Turpin (2 Madrid Ave. 850-932-6272)

*Note: These signatures represent 100% of the residents
of Madrid Ave. ₁



- Lakes/Rivers from US Census Dept, may not match parcels exactly
- MLS Listings
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- 2015+ Parcel Sales
- 2014 Parcel Sales
- 2013 Parcel Sales
- Indexed: (5 ft interval)
- Intermediate (1 ft interval)



Santarosa County Appraiser

Parcel: undefined Acres:	
Name:	Land Value:
Site:	Building Value:
Sale:	Misc Value:
Mail:	Just Value:
	Assessed Value
	Exempt Value
	Taxable Value



Santa Rosa County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. All data is subject to change before the next certified taxroll. Greg Brown Santa Rosa County Property Appraiser
 Date printed: 12/28/15 : 09:57:55



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 12/24/2015

Subject: Gift Cards for City Staff

Over the past several years, the City has given gift cards to City staff. The timing of the distribution of the cards generally coincides with the staff luncheon which is usually scheduled for the third week in December. We usually advise the City Council individually of our intent to purchase and distribute the cards rather than placing consideration of the purchase on a council meeting agenda to enhance the surprise.

This year, we decided to give each regular, full time employee a \$50 gift card at the December 17th luncheon. (Firefighters, full time through temp agency and part time employees were also given cards. The value of the cards was dependent on hours worked.) Purchasing the gift cards electronically ahead of time saved time and cost. In the past, I have discussed the purchase award of gift cards with each Council member. This year, I talked with Mayor Dannheisser prior to ordering the cards. He directed me to follow past practice and advise the Council. In the interest of getting the cards ordered to be delivered in a timely manner and attention paid to other matters, I failed to discuss this year's purchase of gift cards with the Council.

The total cost of the cards this year was \$6,700. This cost was allocated to the departments in accordance with the number of employees in that department.

In order to formalize the approval of this year's purchase of gift cards we recommend the following:

RECOMMENDATION:

THAT THE CITY COUNCIL RATIFY THE PURCHASE OF GIFT CARDS FOR CITY STAFF IN THE AMOUNT OF \$6,700 WITH THE COST PAID FROM EACH DEPARTMENT BUDGET BASED ON THE NUMBER OF STAFF ALLOCATED TO THAT DEPARTMENT.



City of Gulf Breeze

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

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

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

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

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

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

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

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

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

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

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

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



8401 Untreiner Ave.
Pensacola, FL 32534

Telephone: 850-476-2280

Fax: 850-476-2283

Email: wuediggers@bellsouth.net

Underground Utility: CUC1224889

Fire Main: FPC11-000045

Bid Name: Tiger Point Golf Irrigation

12/23/2015

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

Please note price does not include the following:

- ** Any payment & performance bond
- ** Any dewatering
- ** Any removal and/or replacing of unsuitable materials or moisture sensitive
- ** Any fee's (i.e. permits, tie-in, impact, layout, etc.)
- ** Any restoration (by others)

Please note the following:

- ** Anything not specifically stated in this proposal is excluded
- ** Price will be held for 30 days
- ** We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- ** If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increases
- ** Price subject to change due to any unforeseen circumstance, any utilities encountered that need altering, and/or any material inflation cost
- ** As-built drawings by registered Florida professional engineer are excluded, "red-line" as-builts will be provided





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Vernon Prather <vprather@gulfbreezefl.gov>

Fwd: Tiger Point

1 message

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

Thu, Dec 31, 2015 at 8:17 AM

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

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

Jon,

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

Thanks,

Gabe Jackson
Brown Construction of NWFL, Inc.
850-473-9039

--

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



Vernon Prather <vprather@gulfbreezefl.gov>

Fwd: 4660 Longwood HDD and tie-in

1 message

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

Thu, Dec 31, 2015 at 8:14 AM

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

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

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

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

Jon,

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

Restoration is to be by others.

Thanks

Ron King

Estimator/Project Manager

Utility Service Co., Inc.

4326 Gulf Breeze Parkway

Gulf Breeze, Florida 32563

850-554-7912



City of Gulf Breeze

DATE: December 23, 2015

TO: Edwin A. Eddy, City Manager

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

RE: Office Construction Update

City Staff has periodically reviewed options for increasing City Hall and Public Services office space to reduce overcrowding, provide better space to work with customers, and provide a better work environment for employees.

We have pursued a couple of options which are listed below:

Enclose a portion of the existing vehicle bay area and create office space for Public Services and also space for Information Technology Staff. We solicited bids several years ago and the cost to enclose the bay to provide 576 square feet of office space was approx. \$80,000.

We also explored the creation of an Energy Center Facility which would show case various types of building energy technology including solar, electricity, natural gas, etc. This building would also provide office space for Public Services.

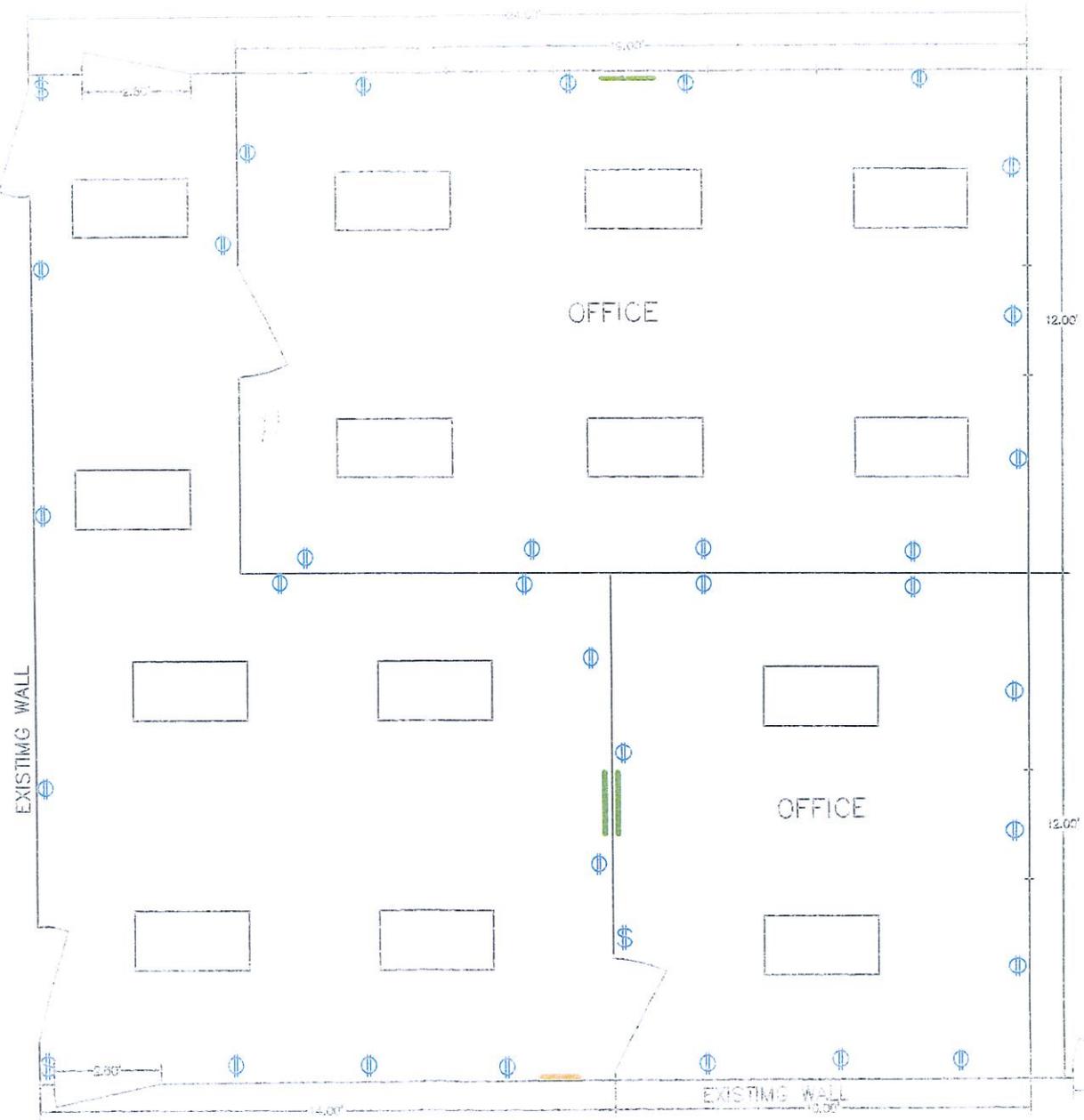
There was considerable focus and effort towards the Energy Center, but the grant funding has not been realized and the project has not moved forward. The estimated cost of the 2,300 sq. ft. office building portion if funded solely by the City without grant funding is estimated at \$318,000.

The City is routinely responsible for repair or improvement projects both large and small, that could be addressed by a staff member that is skilled in the building trade with support by existing staff and inmates. We recently employed through Landrum Staffing an employee who has those skills and is able to reduce the cost of repairs or improvements to the City's buildings and related infrastructure.

A review of the options above indicate that enclosing a portion of the existing vehicle bays was the most cost effective and is achievable using City labor and specialty contractors. Based on the factors above, we recently began the process of enclosing one of the vehicle bays located adjacent to the Public Services Office behind City Hall and believe the work can be completed for approx. \$40,000 which is substantially less than the previous bids. The F/Y 2016 Natural Gas Budget Fund 402, provides funding of \$35,000 for building repairs and related activities.

Recommendation: City Council endorse the conversion of a vehicle bay in the Public Services garage to 576 square feet of office space.

EXISTING OFFICE



NOT TO SCALE

- AC HEAD
 - 60 AMP POWER PANEL
 - 30"-66" DOORS
 - POWER OUTLET
 - LIGHT SWITCH
- GAS PUMP →

EXISTING WALL

EXISTING WALL



City of Gulf Breeze

OFFICE OF THE CITY MANAGER

April 4, 2013

TO: Mayor and City Council
FROM:  City-Manager, City Manager
SUBJ: **GULF BREEZE ENERGY CENTER**

We have been advised by Dave Robau, Executive Director of Gulf Coast Energy Network, that there is a United States Department of Agriculture grant program for building centers where best energy conservation practices can be demonstrated. Gulf Coast Energy Network is interested in constructing a center but has no land on which to do so. He asked the City to partner with his agency in the grant application process. The City would provide the land, GCEN would apply for and administer the grant and building.

Attached is a power point presentation regarding the project. The grant and donated materials and services would cover the entire cost of the building. We propose to allow the building to be constructed at the western end of the existing Public Services/Utility building north of City Hall. In this way, we could use a portion of the building for offices and storage which would enable improvement projects to the interior of City Hall to proceed.

Once the Energy Center is built, a portion of the structure would be available for tours by school groups, professional organizations and citizens. Staff and Mr. Robau agree that the location of the building in close proximity to the park, the schools and the library would make it conducive to tours and public use.

RECOMMENDATION:

That the City Council approve the commitment of the area west of the Public Services Building for use as an Energy Conservation Center for inclusion in a USDA grant application.



City of Gulf Breeze

DATE: December 23, 2015
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
RE: Replacement of Roof for New Office Space

The F/Y 2016 Natural Gas Budget Fund 402, provides funding of \$35,000 for building repairs and related activities. We recently began the process of enclosing one of the vehicle bays located adjacent to the Public Services Office behind City Hall.

The existing vehicle bays were originally constructed in 1989 and further inspection of the roof panels and gutter system indicate that replacement is warranted as there are several holes and severe rust spots. Since we are making a substantial investment in the new office space, it would be prudent to replace the metal roof at this time.

The scope of work includes replacing 2100 square feet of roof panels along with new gutters, down spouts, and flashing.

Staff solicited quotes for labor and materials from three local, Pensacola firms to replace the roof and obtained the following:

McNorton Mechanical	\$9,940
Specialty Contractors	\$11,978
Keenan & Sons	\$13,510

McNorton Mechanical provided the low cost of \$9,940 to remove and replace the metal roofing and staff recommends approval.

Recommendation: City Council authorize McNorton Mechanical to remove and replace the metal roofing for \$9,940.

Est_Q6739_from_McNorton ... ontractors_Inc._844.pdf

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Allen

1

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COMPOSE

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- Search people
- acaoffered
 - Angel Jack
 - Bronica Mc
 - josburn
 - Karl Overl
 - kmorgan
 - Shane Car
 - Stephanie
 - Stephanie
 - Work E-M

McNorton Mechanical Contractors, Inc.
 1171 W. DETROIT BLVD.
 PENSACOLA, FL 32534
 850-478-5164
 FAX 850-476-1942

Proposal

Date	PROPOSAL #
12/3/2015	Q6739

Job Name: _____

City Of Gulf Breeze
 Attn: Allen Morton
 PO Box 640
 Gulf Breeze, FL. 32562

Job: Office Building
 R/R Metal Roof
 1070 Shoreline Dr.
 Gulf Breeze, FL.

Customer Phone
 (850)572-4725

Specifications And Estimates For: _____

Metal Building Size Approximately 26' x 81' Square Feet

- Demo Existing Metal Roof and Hual Away from Site.

Furnish and Install:

- Approximately 2100 Square Feet of 26ga R-Panel Gavalume Metal Roofing. Specs to Florida Building Code
- Approximately 81 Linear Feet of 36" Ridge Cap
- Approximately 162 Linear Feet of Guter with Down Spout (White in Color).
- Approximately 52 Linear Feet of Trim and Flashing (White in Color).
- All New Screws and Fasteners.
- Permit.
- Roof Insulation None.

Total \$ 9,940.00

PROPOSAL GOOD FOR 45 DAYS

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all cost of collection, including attorney's fees.

R. Lynn McNorton, Pres.

Authorized Signature Acceptance Signature

Total

\$9,940.00

DATE _____

\$ 9,940⁰⁰

Allen 1

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More

12 of 21

COMPOSE

Re-roof building at Gulf Breeze city hall Inbox x

kmorgan
kmorgan@sci1955.com

Show details

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- acaoffered
- Angel Jackson
- Bronica McGinnis
- josburn
- Karl Overlade
- kmorgan
- Shane Carmichael
- Stephanie Lucas
- Stephanie Lucas
- Work E-Mail

Allen Morton Kenny, the roof pitch is a 3" on 12". Building is 81 ft. long R **Nov 12**

Kenny <kmorgan@sci1955.com> **Nov 19**
to me

Allen,
 Furnish and install the material listed below as well as rake trim, gutters and downspouts. We include the removal and disposal of the existing roof panels. Roof panels are 26 gage galvalume.
 All trim will be pre finished in one of the manufactures standard colors.
 Roofing permit is included.
\$11,978.00

Kenny Morgan
 President
 Specialty Contractors Inc.
[850-432-3358](tel:850-432-3358) office
[850-232-8680](tel:850-232-8680) cell



<https://www.specialtycontractorsinc.com/>

From: Allen Morton [mailto:amorton@gulfbreezefl.gov]
Sent: Thursday, November 12, 2015 1:48 PM
To: kmorgan@sci1955.com
Subject: Re-roof building at Gulf Breeze city hall

Click here to [Reply](#) or [Forward](#)

City of Gulf Breeze-reroof.pdf

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- Stephanie
- Work E-M



For all your metal building needs

3250 West Fairfield Drive
 Pensacola, FL 32505
 Phone 850.432.4475 Fax 850.433.5703

QUOTE

QUOTE# 2015-CoGB
DATE: December 4, 2015

Bill To:
 Allan Morton
 City of Gulf Breeze – Building Maintenance
 1070 Shoreline Drive
Gulf Breeze, FL 32561

For:
 Re-sheet Metal Building Roof

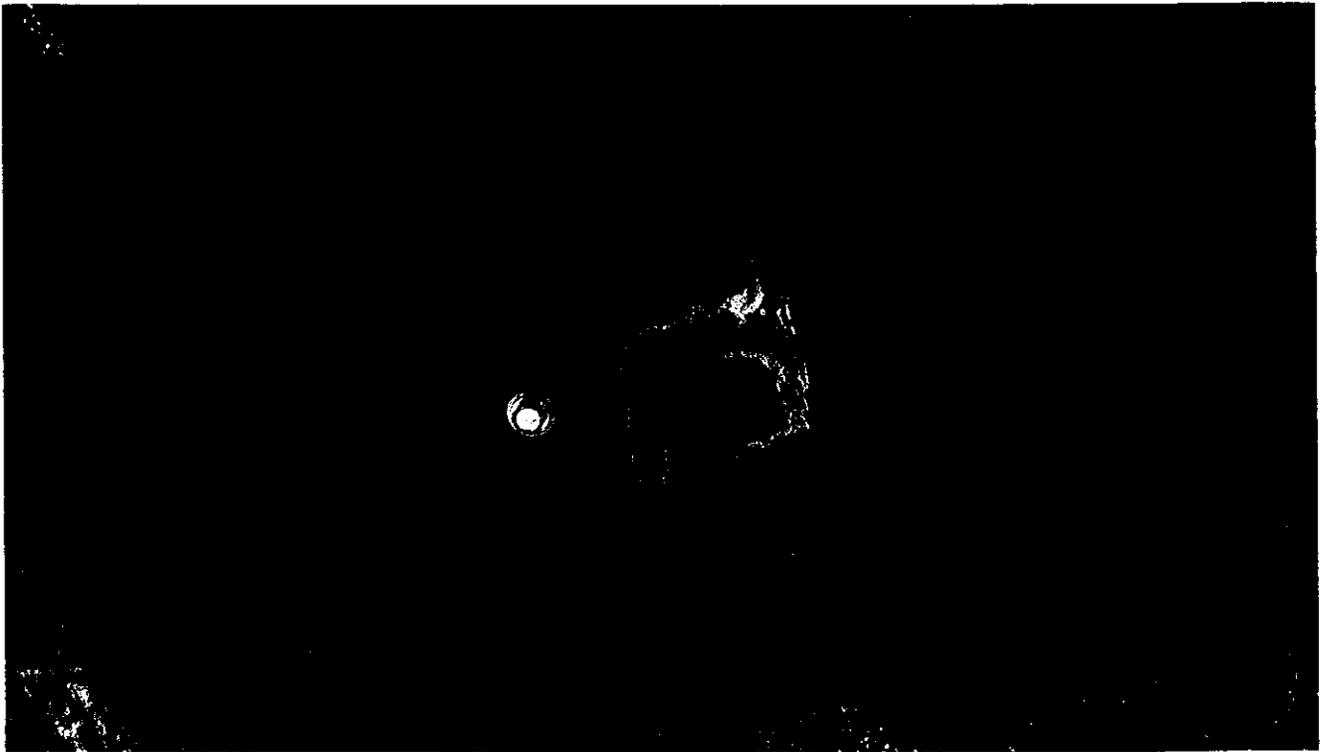
DESCRIPTION	AMOUNT
<ul style="list-style-type: none"> Remove existing gutter, rake trim, down spouts and peak boxes. Remove existing 26 gauge galvalume roofing material. (26' X 81") Install new 26 gauge galvalume roofing material. Install new gutter, rake trim, down spouts and peak boxes. Building repair permit fees. Haul off of waste material. Post construction cleaning. 	<p>\$13,510.00</p>
<p>\$13,510.00</p>	

Make all checks payable to **Keenan and Sons, Inc.**
 If you have any questions concerning this invoice, contact Joe Keenan

THANK YOU FOR YOUR BUSINESS!

Agreed & Accepted By Buyer: _____ Title: _____ Date: _____





City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager
From: Curt Carver, Deputy City Manager
Date: 12/24/2015
Subject: Peyton Office Building

As you know, in 2014 the City purchased the Peyton Office Building for \$430,685, including closing costs. Since that time, the City has explored a number of different alternatives for the use of the building and the property. Earlier this year, the City Council authorized staff to prepare an RFP for the demolition of the property. Required asbestos testing delayed that process.

The original reasons for purchasing the property were, in part:

1. To control development on the property so that it would be consistent with the Gulf Breeze Hospital/Andrews Institute medical campus. A design element in the Master Plan for the East Gate Catalyst Site was to promote redevelopment in this area "to support these existing medical uses." The City wanted to avoid a "fast food" use on this property as this type of use generates high traffic volumes along this already crowded section of US 98.
2. Control of the property could also provide a terminus for a parallel road way facility to ease congestion along this segment of Highway 98.
3. Possible City use to include renovated office space or a location for a CNG filling station for the near-term.

While in the process of soliciting demolition bids, the City received an unsolicited offer to purchase the property. That proposal is enclosed. As you can see, M&W Properties of Florida is offering to purchase the property for \$400,000. M&W wants to construct a 4,000± S.F. medical office/practice on the property. This is a cash offer. In addition to paying the closing costs identified on page 5, M&W wants the City to provide them with a Phase I Environmental report for the property. As you can see from the enclosed email exchange, the purchase price offered is firm and they were not willing to increase or alter the terms at this point.

Should the Council believe that the sale of the property is in the best interests of the City, I would suggest that the entire property be declared surplus. An abbreviated sealed bid process could be developed for the sale of the property, the services of a real estate agent could be solicited or this offer accepted depending on the City Council's direction. I would recommend that any sale of the property be conditioned upon construction of the proposed use by some date certain (for example 36 months after closing) and acceptance of a deed restriction or rezoning that limits the future use of the property to medical or professional offices. This will avoid an undesirable use in the future once the property is outside the City's control.

With respect to the offer at hand, the City Council should consider the terms with respect to closing costs and the Phase I Report. If the Council determines that it is in the best interests of the City to sell the property, I would recommend that the current demolition bid process be delayed or cancelled. There is no reason to incur that expense.

I would suggest that this offer be presented to the City Council for their consideration and direction to staff.

Enclosures

COMMERCIAL SALES CONTRACT

OF FLORIDA

Handwritten signature

1. PURCHASE AND SALE: M & W Properties, LLC ("Buyer")

agrees to buy and City of Gulf Breeze ("Seller")

agrees to sell the property described as: Street Address: 1198 Gulf Breeze Parkway, Gulf Breeze, FL 32561

Legal Description: COM AT E LN OF GOV LOT 5 & N R/W OF HWY 98 THN N18*45'W 155.57 FT THN S71*15'W144.91 FT THN S0*02'W 164.10 FT THN N71*18'30"E ON HWY 98 R/W 197.78 FT TO POB AS DES IN OR 3366 PG 1467

and the following Personal Property:

(all collectively referred to as the "Property") on the terms and conditions set forth below. The "Effective Date" of this Contract is the date on which the last of the Parties signs the latest offer. Time is of the essence in this Contract. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

2. TERMS AND PURCHASE PRICE:	Earnest Money Deposit held in Escrow	<u>\$See below</u>
	Due within 3 days of full acceptance	<u>\$40,000.00</u>
	Mortgage to be Applied For	<u>\$0.00</u>
	Deferred Payments to Seller	<u>\$0.00</u>
	Cash on Closing	<u>\$360,000.00</u>
	Full Purchase Price	<u>\$400,000.00</u>

3. THIRD PARTY FINANCING: Within N/A days from Effective Date ("Application Period"), Buyer will, at Buyer's expense, apply for third party financing in the amount of \$ N/A % of the purchase price to be amortized over a period of N/A years and due in no less than N/A years and with a fixed interest rate not to exceed N/A % per year or variable interest rate not to exceed N/A % at origination with a lifetime cap not to exceed N/A % from initial rate, with additional terms as follows. Buyer will pay for the mortgagee title insurance policy and for all loan expenses. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. If Buyer, after diligent effort, fails to obtain a written commitment within N/A days from Effective Date ("Financing Period"), Buyer may cancel the Contract by giving prompt notice to Seller and Buyer's deposit(s) will be returned to Buyer in accordance with Paragraph 9.

4. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty deed other N/A, free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; and (list any other matters to which title will be subject) _____

provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the Property as medical office building

(a) Evidence of Title: Seller will, at (check one) Seller's Buyer's expense and within 14 days from effective Date prior to Closing Date from date Buyer meets or waives financing contingency in Paragraph 3, deliver to Buyer (check one)

a title insurance commitment by a Florida licensed title insurer and, upon Buyer recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above.

an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage. The prior policy will include copies of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and in the update.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within 5 days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

(c) Survey: (check applicable provisions below)

Seller will, within 5 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction: any demolition bids for the existing structure Seller has received prepared for Seller or in Seller's possession, which show all currently existing structures.

Buyer Seller will, at Buyer's Seller's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

(e) Possession: Seller will deliver possession and keys for all locks and alarms to Buyer at closing.

5. CLOSING DATE AND PROCEDURE: This transaction will be closed in Escambia County, Florida on or before the _____ or within 30 days from Effective Date ("Closing Date"), unless otherwise extended herein. Seller Buyer will designate the closing agent. Buyer and Seller will, within 5 days from Effective Date, deliver to Escrow Agent signed instructions which provide for closing procedure. If an institutional lender is providing purchase funds, lender requirements as to place, time of day, and closing procedures will control over any contrary provisions in this Contract.

(a) Costs: Buyer will pay taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. Seller will pay taxes on the deed and recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

(b) Documents: Seller will provide the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information regarding the tenant's lease is correct. If Seller is a corporation, Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the corporate Secretary certifying the resolution and setting forth facts showing the conveyance conforms with the requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements and financing statements.

(c) Taxes, Assessments, and Prorations: The following items will be made current and prorated as of Closing Date as of _____; real estate taxes, bond and assessment payments assumed by **Buyer**, interest, rents, association dues, insurance premiums acceptable to **Buyer**, operational expenses and _____. If the amount of taxes and assessments for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. **Seller** is aware of the following assessments affecting or potentially affecting the Property: _____ **Buyer** will be responsible for all assessments of any kind which become due and owing on or after Effective Date, unless the improvement is substantially completed as of Closing Date, in which case **Seller** will be obligated to pay the entire assessment.

(d) FIRPTA Tax Withholding: The Foreign Investment in Real Property Act ("FIRPTA") requires **Buyer** to withhold at closing a portion of the purchase proceeds for remission to the Internal Revenue Service ("I.R.S.") if **Seller** is a "foreign person" as defined by the Internal Revenue Code. The parties agree to comply with the provision of FIRPTA and to provide, at or prior to closing, appropriate documentation to establish any applicable exemption from the withholding requirement. If withholding is required and **Buyer** does not have cash sufficient at closing to meet the withholding requirement, **Seller** will provide the necessary funds and **Buyer** will provide proof to **Seller** that such funds were properly remitted to the I.R.S.

6. ESCROW: **Buyer** and **Seller** authorize _____ Telephone: _____ Facsimile: _____ Address: _____ to act as escrow agent to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he/she may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the circuit court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If a licensed real estate broker, Escrow Agent will comply with applicable provisions of Chapter 475, Florida Statutes. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent will not be liable to any person for misdelivery to **Buyer** or **Seller** of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. By accepting the Property "as is," **Buyer** waives all claims against **Seller** for any defects in the property (Check a or b):

(a) As Is: **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

(b) Due Diligence Period: **Buyer** will, at **Buyer's** expense and within 21 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for **Buyer's** intended use and development of the Property as specified in Paragraph 4. During the due Diligence Period, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions, flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate to determine the suitability of the Property for **Buyer's** intended use and development. **Buyer** shall deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement shall constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk.

Buyer shall indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** shall repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of Inspections, and (2) **Buyer** shall, at **Buyer's** expense, release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit shall be immediately returned to **Buyer** and the Contract terminated.

(c) Walk-through Inspection: **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

(d) Disclosures:

i. **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

ii. **Energy Efficiency:** **Buyer** may have determined the energy efficiency rating of the building, if any is located on the Real Property.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted only with **Buyer's** consent without **Buyer's** consent.

9. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **buyer's** deposit will be returned in accordance with applicable Florida laws and regulations.

10. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Seller** retains the deposit, **Seller** will pay the Listing and Cooperating Brokers named in Paragraph 12 fifty percent of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the brokerage fee.

11. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable attorney's fees, costs and expenses.

12. BROKERS: Neither **Buyer** nor **Seller** has utilized the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Listing Broker: N/A, who is an agent of **Buyer** **Seller** Transaction Broker Neither Party and who will be compensated by **Seller** **Buyer** Both Parties pursuant to a listing agreement Other: specify: _____

(b) Cooperating Broker: Kevin Hoffman with J.G. Buehler & Company, Inc., who is an agent of **Buyer** **Seller** Transaction Broker Neither Party and who will be compensated by **Seller** **Buyer** Both Parties pursuant to a listing agreement Other: specify: _____ (Collectively referred to as "Broker")

in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10 (3) any duty accepted by Broker at the request of **Buyer** or **Seller**, which duty is beyond the scope of services regulated by Chapter 475, F.S., as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends or retains for or on behalf of **Buyer** or **Seller**.

13. ASSIGNABILITY; PERSONS BOUND: This contract is not assignable is assignable. The terms "**Buyer**", "**Seller**" and "Broker" may be singular or plural. This Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if assignment is permitted).

14. AT SUCH TIME as this transaction is closed, additional sums may be demanded from the **Buyer** and **Seller** in the form of closing costs. Listed below are the major closing cost items ordinarily found in a transaction and unless otherwise specified in the contract, and checked are those items each party agrees to pay.

	Buyer	Seller		Buyer	Seller		Buyer	Seller
Attorney Fees	<u> X </u>	<u> X </u>	Survey	<u> </u>	<u> X </u>	Professional Fees	<u> </u>	<u> X </u>
Owners Title Ins	<u> </u>	<u> X </u>	Doc Stamps Mtg	<u> </u>	<u> X </u>	Credit Report	<u> X </u>	<u> </u>
Mortgagee's Title Ins	<u> </u>	<u> X </u>	Doc Stamps Deed	<u> </u>	<u> X </u>	Tax Service Fee	<u> </u>	<u> X </u>
Recording Fees	<u> X </u>	<u> X </u>	Appraisal Fee	<u> X </u>	<u> </u>	Hazard Insurance	<u> X </u>	<u> </u>
						Septic Tank Insp.	<u> X </u>	<u> </u>

15. ADDITIONAL TERMS: 1.) Seller agrees to pay the cooperating broker, Kevin Hoffman with J.G. Buehler & Company, a professional fee of 3% of the total purchase price at the time this transaction is closed. 2.) Seller additionally agrees to provide Buyer with a Phase I Environmental Site Assessment report conducted no earlier than 11/1/15 stating there are no environmental issues that would necessitate a Phase II Environmental Site Assessment.

16. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Delivery of any written notice to any party's agent will be deemed delivery to that party.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER SPECIALIZED ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

DEPOSIT RECEIPT: Deposit of \$ _____ by check other _____ received on _____ by _____.

OFFER: **Buyer offers to purchase** the Property on the above terms and conditions. Unless acceptance is signed by **Seller** and a signed copy delivered to **Buyer** or **Buyer's agent** no later than Wednesday, December 23rd 2015 at 5pm CST **Buyer** may revoke this offer and receive a refund of all deposits.

Date: 12/14/15 BUYER: [Signature] Tax ID No: _____
Title: President Telephone: _____ Facsimile: _____
12/14/15 BUYER: [Signature] Tax ID No: _____
Title: _____ Telephone: _____ Facsimile: _____

ACCEPTANCE: **Seller accepts Buyer's offer** and agrees to sell the Property on the above terms and conditions (subject to the attached counter offer).

Date: _____ SELLER: _____ Tax ID No: _____
Title: _____ Telephone: _____ Facsimile: _____

Date: _____ SELLER: _____ Tax ID No: _____
Title: _____ Telephone: _____ Facsimile: _____



Curt Carver <ccarver@gulfbreezefl.gov>

1198 Gulf Breeze Parkway

8 messages

Curt Carver <ccarver@gulfbreezefl.gov>
To: kevin@jgbuehler.com
Cc: Buz Eddy <eaeddy@gulfbreezefl.gov>

Tue, Dec 15, 2015 at 3:24 PM

Mr. Hoffman:

As a follow-up to our meeting and subsequent telephone conversation, I discussed your client's offer with the City Manager. Both of us agree that this offer has a greater chance of being accepted if it is closer to the cost incurred by the City's in acquiring the property in 2014. As you know that amount was \$430,685.

I clearly understood the economic and non-economic arguments you raised about the benefits of the offer. Accordingly, if your clients are firm on their offer and you would like it presented to the City Council as is, City staff will place it on the agenda for an upcoming meeting in January.

Please let me know how your clients would like to proceed. Thank you for your assistance.

Curt Carver
Deputy City Manager

Kevin Hoffman <kevin@jgbuehler.com>
To: Curt Carver <ccarver@gulfbreezefl.gov>

Mon, Dec 21, 2015 at 9:20 AM

Mr. Carver,

Thank you for your time on Tuesday. It was a pleasure meeting and speaking with you.

I believe we can agree that in 2016 the city of Gulf Breeze will either have 1.) the liability of a dilapidated structure with little chance of becoming income-producing or housing city staff without hundreds of thousands of dollars split between significant renovations and asbestos remediation, or 2.) a vacant parcel should the city demolish it. The most recent appraisal the city commissioned dated 4/30/14 recommended the latter on page 62:



It was a wise move for the city to purchase the property to strategically control how the site would be developed in the future despite the fact that none of the interim benefits cited in the CRA FY2014 Annual Report have come to fruition. It's important to note that the overwhelming majority of the possible uses available to the subject properties C-1 zoning are prima facie precluded by the size of the property. The CRA purchased the property, per the 2014 Annual Report on page 6, with the intent to "encourage redevelopment" and "'jump start' or catalyze change within the community." My client will accomplish both of these stated

goals. A class "A" medical office building will be built that will make the community proud, jobs will be created, property tax revenue will rise significantly on the site, and additional highly-skilled specialty medical providers will serve Gulf Breeze including Dr. Branch who, having been raised and educated in Gulf Breeze, will give back to the community by providing high quality care to his friends and neighbors. This niche use fits flawlessly into the a stated goal of the city and CRA's intended use of the site.

My client offers cash with a quick close for the property "as is" thus assuming the responsibility of demolishing the existing structure made more complicated and expensive by the presence of asbestos. My client assuming this responsibility saves the city a significant amount of capital outlay to demolish the existing structure. I highly encouraged my client to make their strongest offer first. However, this deal has to make economic sense for my client. Paying close to \$500,000 when taking demolition/survey/inspection/environmental/closing costs into account for the dirt on this parcel is well over what the city's own recent appraisal states said land is worth.

In summary, we would kindly request your thoughtful consideration of this strong and very fair cash offer.

Very Respectfully,

Kevin Hoffman, PhD, CCIM
J.G. Buehler & Company, Inc.
Mobile: 850-748-1258
Kevin@jgbuehler.com

MAILING ADDRESS:

PO Box 13361
Pensacola, FL 32591-3361

PHYSICAL ADDRESS:

5121 N 12th Ave
Pensacola, FL 32504

This email correspondence neither constitutes acceptance of conducting transactions via electronic means nor creates a binding contract unless a written contract is signed by the parties

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/23/2015

Subject: Special Legal Counsel

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

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

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

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

Enclosures

December 23, 2015

VIA EMAIL AND U.S. MAIL

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

RE: City of Gulf Breeze various matters

Dear Mr. Stebbins:

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

1. The Catawba Street Eminent Domain

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

2. FDOT Bridge Expansion Project

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

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

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

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

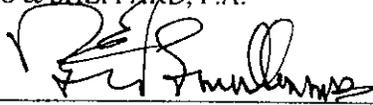
The scope of this representation will be to represent the City in its efforts to secure relief from Santa Rosa County conditions of zoning approval of the City-owned and operated Tiger Point Golf & Country Club Golf Course requiring that the golf course lands be perpetually maintained as a gold course,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

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

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

Very Truly Yours,

SMOLKER BARTLETT LOEB
HINDS & SHEPPARD, P.A.

By: 
David Smolker

DS/mhc

APPROVED AND AGREED ON THIS _____ DAY OF December, 2015

Michael Stebbins

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Curt Carver <ccarver@gulfbreezefl.gov>

FW: Retainer Agreement - City of Gulf Breeze

1 message

Michael Stebbins <mjsteb@bellsouth.net>

Wed, Dec 23, 2015 at 1:15 PM

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

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

Thanks Maureen.

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

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

Please call if you have any questions.

Mike

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

504 North Baylen Street Pensacola, FL 32501

Phone: (850)434-9922

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 12/22/2015

Subject: City Attorney Agreement

Enclosed please find a copy of the proposed agreement with Michael J. Stebbins, PL to serve as the City Attorney. The form of the agreement is consistent with prior forms and the rates are the same as are currently being paid to Mr. Stebbins in his capacity as interim City Attorney. As you can see, the term of the agreement is open ended with a 60-day notice provision for cancellation.

The hourly rate is \$175.00 per hour and subject to a 5% escalator on the anniversary date. Retainer services are billed at \$900.00 per month and include both the Police Pension and Red Light Camera hearings. These are additional services that were not part of the prior City Attorney's agreement. The agreement also provides that certain services, such as bond financing, will be separately negotiated in accordance with prevailing practices. Certain expenses will be reimbursed by the City in the performance of these duties.

Pursuant to the prior City Council direction, I would suggest that this agreement be placed on the January 4, 2016 City Council meeting for their consideration. Should you have any questions, please do not hesitate to contact me.

Recommendation: That the City Council approve the agreement with Michael J. Stebbins, PL to serve as the City Attorney and authorize the Mayor to execute the agreement on behalf of the City.

Enclosure

Agreement For Legal Services

This Agreement made and entered into this ___ of December 2015 between the City of Gulf Breeze, Florida (hereinafter referred to as "CITY"), and Michael J. Stebbins, PL, (hereinafter referred to as "Attorney"). The parties agree as follows:

Nature of Employment

CITY retains and employees Attorney to serve as legal counsel for the CITY and to render the CITY and its authorized officers, representatives, and employees legal advice and to represent the CITY and its authorized officers, representatives and employees on matters relating to the CITY.

Effective Date and Duration

The effective date of this Agreement shall be January 1, 2016 and this Agreement shall remain in effect until terminated by either party. Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either party upon 60 days' written notice.

Requests for Legal Services

So as to avoid any confusion whether an elected or appointed official, representative or employee of the CITY is authorized to request legal services directly of the Attorney, unless the CITY instructs otherwise, the Attorney shall be obliged to respond to all requests for legal services on matters relating to the CITY made by the Mayor, any CITY Council Member, and/or the City Manager or his/her designees.

Compensation

A. **General Services:** For all regular legal services rendered by the Attorney to and for the benefit of the CITY during the first year of this Agreement and for the attendance at meetings of the CITY (other than meetings and hearings described in Section B. below), the CITY agrees to compensate the Attorney at a rate of \$175 per hour. Attorney will endeavor to provide monthly statements to the CITY itemizing all time and efforts undertaken on behalf of the CITY, which are subject of the charges referenced in this paragraph.

B. **Retainer:** It is understood that each month the CITY holds regular Executive Council Meetings and City Council Meetings; and that the Board of Adjustments for the CITY periodically holds meetings; and that the CITY Police Pension Board holds meetings each quarter of the year; and that the Capital Trust Agency Board of Directors holds meetings periodically; and that Red Light camera hearings are generally held monthly; and that the Attorney is expected to attend such meetings/hearings as legal counsel for

the CITY. The Attorney shall not charge or be paid for his attendance at such meetings and/or hearings on an hourly basis, rather the CITY shall pay the Attorney a monthly retainer of nine hundred dollars (\$900.00) for such services. The said monthly retainer shall be paid on or before the first day of the month for which it applies commencing on or before January 1, 2016.

C. **Separately Negotiated Matters:** It is understood and agreed that compensation of representation for the CITY in matters pertaining to bond issuance and financing or securities are not included within the scope of the preceding subparagraph A, above, and will be separately negotiated in accordance with accepted and prevailing practices at the time such legal representation is requested.

D. **Costs and Expenses:** It is agreed that the CITY shall pay all costs and expenses reasonably charged by Attorney in connection with Attorney's representation of the CITY. In the event that Attorney shall advance costs on behalf of the CITY, the CITY shall reimburse Attorney for all such reasonable expenses. Such costs and expenses would include, but not be limited to, photocopies, long-distance telephone calls, travels matters (such as reimbursement to be in accordance with the Florida Statutes), court filing fees and postage.

E. **Billing Statements:** The Attorney will endeavor to submit to the CITY on a monthly basis statements specifying legal services rendered, the time expended in connection with the said legal services, and all costs which have been advanced by Attorney on behalf of the CITY.

Entire Agreement

This Agreement constitutes the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions or obligations other than those contained herein.

This Agreement is executed and entered into by the undersigned parties as of the date and year first written above.

The City of Gulf Breeze

Michael J. Stebbins, PL

By:
Its:

By: Michael J. Stebbins



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: December 24, 2015

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. 322649 in the amount of \$9,004.75 for professional services through November 30, 2015 from GJTBS. A copy of the invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 322649 IN THE AMOUNT OF \$9,004.75 TO GJTBS.



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH



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

J. MICHAEL GRIMLEY, JR.
Director
Licensed in Florida and Louisiana
mgrimley@gjtbs.com

118 E. Garden Street
Pensacola, Florida 32502
Tel: 850-436-7000
Fax: 850-436-7099
www.gjtbs.com

December 18, 2015
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 November 30, 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,

/c/ J. Michael Grimley

J. Michael Grimley

JMG/dsj
Enclosure (GJTBS #322649)



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

December 18, 2015
Client: FL8352
Matter: 000003
Invoice #: 322649
Resp. Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through November 30, 2015

Total Services	\$8,408.00
Total Disbursements	\$596.75
Total Current Charges	\$9,004.75
Previous Balance	\$15,900.34
Less Payments	(\$15,900.34)

~~PAY THIS AMOUNT~~

~~AMOUNT \$9,004.75~~

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.



701 Poydras Street
 New Orleans, LA 70139
 Telephone: (504) 525-6802
 Fax: (504) 525-2456
<http://www.gjtbs.com>

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

December 18, 2015
 Client: FL8352
 Matter: 000003
 Invoice #: 322649
 Resp Atty: BJZ
 Page: 1

RE: Reese-Peters

For Professional Services Rendered Through November 30, 2015

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/02/2015	BJZ	Supplement memorandum on request for jury trial regarding background on claims, law from other jurisdictions, and legal support for jury trial.	1.90	\$195.00	\$370.50
11/02/2015	BJZ	Telephone conference from M. Stebbins regarding potential cost issues related to potential litigation involving non-waterfront owners in neighborhood.	0.10	\$195.00	\$19.50
11/02/2015	BJZ	Evaluate case law from other jurisdictions regarding legal support for jury trial in prescriptive easement and ejectment cases.	1.70	\$195.00	\$331.50
11/02/2015	CKR	Evaluate Florida jury instruction for jury instructions for trial on declaratory judgment action for quiet title, ejectment, prescriptive easement and adverse possession.	0.30	\$195.00	\$58.50
11/02/2015	JFT	Continue drafting Defendants' Memorandum of Law in Support of its Request for Trial by Jury.	0.60	\$95.00	\$57.00
11/03/2015	JFT	Telephone call from Patt Neumann, resident of Gulf Breeze regarding the public beach access on Catawba.	0.30	\$95.00	\$28.50
11/03/2015	JFT	Continue drafting Affidavit of Patt Neumann, resident of Gulf Breeze, regarding the public beach access on Catawba.	0.20	\$95.00	\$19.00
11/03/2015	JFT	Draft email with attached Affidavit to Patt Neumann, resident of Gulf Breeze, regarding the public beach access on Catawba.	0.10	\$95.00	\$9.50
11/03/2015	JFT	Receipt and Review, Plaintiffs' Notice of Hearing for Motion to Enforce Settlement on 11/15/15 at 9:00am.	0.10	\$95.00	\$9.50

SERVICES PROVIDED

Date	Person	Description of Services	Hours	Rate	Amount
11/04/2015	BJZ	Evaluate potential code and ordinance issues with disputed property.	0.60	\$195.00	\$117.00
11/04/2015	JFT	Telephone call from Jonny Green, resident in Gulf Breeze, regarding public beach access on Catawba.	0.30	\$95.00	\$28.50
11/06/2015	JFT	Receipt and review, email correspondence from Patt Neumann, resident in Gulf Breeze regarding changes to her Affidavit.	0.10	\$95.00	\$9.50
11/06/2015	JFT	Continue drafting Patt Neumann's Affidavit regarding requested changes to her Affidavit.	0.20	\$95.00	\$19.00
11/06/2015	JFT	Draft email to Patt Neumann with Amended Affidavit attached.	0.10	\$95.00	\$9.50
11/08/2015	JFT	Begin drafting Defendant, City of Gulf Breeze's Amended Counter-Claim.	0.70	\$95.00	\$66.50
11/09/2015	BJZ	Begin preparation for upcoming pretrial conference.	0.40	\$195.00	\$78.00
11/09/2015	BJZ	Receipt and review correspondence from M. Dannheisser regarding email from Jeff Eble as to historical use of the property.	0.10	\$195.00	\$19.50
11/09/2015	BJZ	Receipt and review Plaintiff's Response to Request for Jury Trial.	0.80	\$195.00	\$156.00
11/09/2015	BJZ	Analyze case law cited by Plaintiffs regarding discussion at upcoming pretrial hearing on right to jury trial.	0.70	\$195.00	\$136.50
11/09/2015	BJZ	Begin preparation of updated discovery to propound on Plaintiffs regarding Requests for Production, Admission, and Interrogatories.	0.40	\$195.00	\$78.00
11/09/2015	BJZ	Prepare Amended Counterclaim as authorized by court.	0.40	\$195.00	\$78.00
11/09/2015	JFT	Receipt and review, Plaintiffs' Response to Defendants Memorandum of Law in Support of its Request for Trial by Jury in preparation for upcoming hearing.	0.20	\$95.00	\$19.00
11/10/2015	BJZ	Receive and review the correspondence from the city attorney regarding issues raised at the executive council meeting.	0.10	\$195.00	\$19.50
11/11/2015	BJZ	Supplement the notice of appeal regarding the issues raised by decision and potential need to appeal claim.	0.40	\$195.00	\$78.00
11/11/2015	BJZ	Receive and review the correspondence from the city attorney regarding description of the eminent domain claim.	0.10	\$195.00	\$19.50
11/11/2015	BJZ	Continued preparation of the amended counterclaim.	0.60	\$195.00	\$117.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/11/2015	BJZ	Prepare motion to stay case pending appeal resolution.	0.90	\$195.00	\$175.50
11/11/2015	BJZ	Review recent decisions on appurtenance claim by the plaintiffs for use in appeal.	0.60	\$195.00	\$117.00
11/11/2015	BJZ	Analyze potential appeal issue related to cancellation of deeds.	0.40	\$195.00	\$78.00
11/11/2015	CKR	Supplement Notice of Appeal of Order granting summary judgment with procedural background of case.	0.20	\$195.00	\$39.00
11/11/2015	CKR	Prepare section of Notice of Appeal regarding appellate court's authority to grant certiorari review in the event notice of appeal is deemed premature.	0.40	\$195.00	\$78.00
11/11/2015	CKR	Prepare section of Notice of Appeal requesting appellate review based upon partial judgments which end case as to entire party.	0.60	\$195.00	\$117.00
11/11/2015	JFT	Analyze all file material for pertinent documents for attorneys use to be used at hearing regarding Defendant's Amended Counterclaim, Motion to Stay, Notice of Appeal, and Plaintiffs' Response to Defendants' Memorandum of Law in Support of its Request for Jury Trial.	0.80	\$95.00	\$76.00
11/11/2015	JFT	Analyze all file material for pertinent documents to be included as exhibits in Defendants' Counterclaim.	0.60	\$95.00	\$57.00
11/11/2015	JFT	Analyze file for information in preparation for drafting Defendants' Notice of Hearing for Motion for Stay Pending Review on November 12, 2015.	0.10	\$95.00	\$9.50
11/11/2015	JFT	Draft Defendants' Notice of Hearing for Motion for Stay Pending Review on November 12, 2015.	0.60	\$95.00	\$57.00
11/11/2015	JFT	Continue drafting Defendants' Amended Counterclaim.	0.80	\$95.00	\$76.00
11/11/2015	JFT	Continue drafting Defendants' Notice of Appeal regarding Plaintiff's Motion for Partial Summary Judgment as to the effect of the Greer Quit Claim Deed and Defendant's Motion for Partial Summary Judgment.	0.60	\$95.00	\$57.00
11/11/2015	JFT	Continue drafting Defendants' Motion for Stay Pending Review.	0.90	\$95.00	\$85.50
11/12/2015	BJZ	Prepare for hearing on Case Management Conference and issues related to Request for Jury Trial, Stay of case, and Notice of Appeal.	2.40	\$195.00	\$468.00
11/12/2015	BJZ	Travel to and attend hearing on Case Management Conference.	1.90	\$195.00	\$370.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/12/2015	BJZ	Calculate appeal deadlines regarding Notices, records, and briefs to be filed.	0.30	\$195.00	\$58.50
11/12/2015	BJZ	Preparation of updated discovery to Plaintiffs.	0.70	\$195.00	\$136.50
11/12/2015	BJZ	Receipt and review copy of flier being distributed by neighbors as it relates to litigation.	0.10	\$195.00	\$19.50
11/12/2015	CKR	Evaluate Florida case law regarding denial of jury trial request and whether denial is subject to certiorari review or must be appealed following entry of final judgment.	0.60	\$195.00	\$117.00
11/12/2015	JFT	Receipt and review, email from Lynette Dewberry, resident of Gulf Breeze, regarding her petition regarding the public beach access on Catawba.	0.20	\$95.00	\$19.00
11/12/2015	JFT	Telephone call to Lynette Dewberry, resident of Gulf Breeze, regarding her petition regarding the public beach access on Catawba.	0.60	\$95.00	\$57.00
11/12/2015	JFT	In house meeting with Patt Neumann, resident in Gulf Breeze, regarding her notarized Affidavit.	0.20	\$95.00	\$19.00
11/12/2015	JFT	Receipt and review, email correspondence from Lynette Dewberry regarding City Hall meeting.	0.10	\$95.00	\$9.50
11/13/2015	BJZ	Meeting with M. Stebbins and M. Dannheisser regarding the case strategy following case management conference.	0.70	\$195.00	\$136.50
11/13/2015	BJZ	Receive and review the correspondence from the city attorney regarding the description of the eminent domain process.	0.10	\$195.00	\$19.50
11/13/2015	BJZ	Continue evaluation of the eminent domain claim regarding the conditions precedent to asserting same.	2.30	\$195.00	\$448.50
11/13/2015	BJZ	Receive and review the correspondence from S. Lucas regarding the petition executed by L. Dewberry and others to preserve public access.	0.10	\$195.00	\$19.50
11/13/2015	BJZ	Receive and review the plaintiff's updated interrogatories and requests for admission regarding the beginning preparation of responses and objections to same.	0.20	\$195.00	\$39.00
11/13/2015	JFT	Begin drafting Appeal documents to be filed through the 1st District Appeal Court.	0.80	\$95.00	\$76.00
11/13/2015	JFT	Draft correspondence to 1st District Appeal Court with attached check for payment of new filing.	0.20	\$95.00	\$19.00
11/13/2015	JFT	Draft correspondence to Escambia County Clerk of Court with attached check for payment of new filing.	0.30	\$95.00	\$28.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/13/2015	JFT	Telephone call from Rodney Sutton, resident of Gulf Breeze, regarding public beach access on Catawba.	0.40	\$95.00	\$38.00
11/13/2015	JFT	Receipt and review, email from Lynette Dewberry regarding public beach access.	0.10	\$95.00	\$9.50
11/13/2015	JFT	Draft email response to Lynette Dewberry regarding her inquiries regarding hearings on the public beach access.	0.20	\$95.00	\$19.00
11/13/2015	JFT	Continue drafting Appeal documents to 1st District Appeal Court.	0.80	\$95.00	\$76.00
11/16/2015	BJZ	Receipt and review docketing statement from appellate court.	0.10	\$195.00	\$19.50
11/16/2015	BJZ	Teleconference from D. Kemp, city resident, regarding usage of disputed property.	0.20	\$195.00	\$39.00
11/16/2015	BJZ	Receipt and review Plaintiff's Request to Produce Documents regarding legal objections and begin preparation of response.	0.30	\$195.00	\$58.50
11/16/2015	BJZ	Receipt and review correspondence from Plaintiff attorney regarding overdue discovery and deposition of city staff.	0.10	\$195.00	\$19.50
11/16/2015	BJZ	Receipt and review email from S. Aiello regarding historical use of disputed property.	0.10	\$195.00	\$19.50
11/16/2015	BJZ	Receipt and review email from J. Green regarding historical use of disputed property.	0.10	\$195.00	\$19.50
11/16/2015	BJZ	Receipt and review correspondence from M. Dannheisser to V. Hibberts regarding historical use of property and city's fight to keep open.	0.10	\$195.00	\$19.50
11/16/2015	JFT	Return telephone call to Anthony Cunningham, resident of Gulf Breeze, regarding public beach access on Catawba.	0.30	\$95.00	\$28.50
11/16/2015	JFT	Return telephone call to Jay Brazelle, resident of Gulf Breeze, regarding public beach access on Catawba.	0.20	\$95.00	\$19.00
11/16/2015	JFT	Return telephone call to Judy Fairchild, resident of Gulf Breeze, regarding public beach access on Catawba.	0.20	\$95.00	\$19.00
11/16/2015	JFT	Return telephone call to David Kemp, resident of Gulf Breeze, regarding public beach access on Catawba.	0.40	\$95.00	\$38.00
11/16/2015	JFT	Telephone call from Jay Brazelle, resident of Gulf Breeze, regarding public beach access on Catawba.	0.40	\$95.00	\$38.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/16/2015	JFT	Receipt and review, email from Suzette Aiello, resident of Gulf Breeze, regarding public beach access on Catawba.	0.20	\$95.00	\$19.00
11/16/2015	JFT	Draft email response to Suzette Aiello, resident of Gulf Breeze, regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/16/2015	JFT	Update Gulf Breeze residence spreadsheet with new contacts information regarding witnesses for trial.	0.40	\$95.00	\$38.00
11/16/2015	JFT	Draft email response to Jeff Emble, resident of Gulf Breeze, regarding public beach access.	0.20	\$95.00	\$19.00
11/16/2015	JFT	Receipt and review, Petition from Lynette Dewberry.	0.30	\$95.00	\$28.50
11/17/2015	JFT	Receipt and review, email from Johnnie Green, resident of Gulf Breeze, regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/17/2015	JFT	Draft response email to Johnnie Green, resident of Gulf Breeze, regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/17/2015	JFT	Update City of Gulf Breeze spreadsheet with contact information for Johnnie Green, resident of Gulf Breeze.	0.10	\$95.00	\$9.50
11/18/2015	BJZ	Meeting at City Hall regarding eminent domain case.	0.90	\$195.00	\$175.50
11/18/2015	BJZ	Receive and review Plaintiff's answer and affirmative defenses for counterclaim.	0.30	\$195.00	\$58.50
11/18/2015	JFT	Receipt and review, email from Amy Kemp regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/18/2015	JFT	Draft email response to Amy Kemp regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/18/2015	JFT	Update City of Gulf Breeze spreadsheet with Amy Kemp's information regarding public beach access on Catawba.	0.10	\$95.00	\$9.50
11/18/2015	JFT	Analyze all file material in preparation for drafting Defendants' Answers to Plaintiffs' First Set of Interrogatories.	0.60	\$95.00	\$57.00
11/18/2015	JFT	Begin drafting Defendants' Answers to Plaintiffs' First Set of Interrogatories.	0.60	\$95.00	\$57.00
11/18/2015	JFT	Begin drafting Defendants' Answers to Plaintiffs' Second Set of Interrogatories.	0.70	\$95.00	\$66.50
11/19/2015	BJZ	Receipt and review correspondence from Plaintiff attorney regarding depositions of city staff, press coverage of case, and updated discovery.	0.20	\$195.00	\$39.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/19/2015	BJZ	Receipt and review Plaintiff's Proposed Order on Motion to Stay Case and Request for Jury Trial filed with court before circulated among parties.	0.20	\$195.00	\$39.00
11/19/2015	BJZ	Prepare detailed correspondence to court objecting to Plaintiff's Proposed Order and requesting same not be signed until competing Order can be provided.	0.20	\$195.00	\$39.00
11/19/2015	BJZ	Prepare Proposed Order on Stay of Case and Request for Jury Trial.	0.30	\$195.00	\$58.50
11/20/2015	BJZ	Review and receipt of correspondence from L.Dewberry regarding continued use of public beach access.	0.10	\$195.00	\$19.50
11/20/2015	CKR	Additional evaluation of Florida case law regarding ability to seek immediate appellate or certiorari review of order denying request for jury trial.	0.80	\$195.00	\$156.00
11/20/2015	CKR	Prepare memorandum of law regarding ability to seek immediate appellate or certiorari review of order denying request for jury trial.	0.60	\$195.00	\$117.00
11/20/2015	JFT	Receipt and review, email from Lynette Dewberry regarding facts surrounding the public beach access at Catawba.	0.10	\$95.00	\$9.50
11/20/2015	JFT	Telephone call from Jeff Eble regarding facts surrounding the public beach access at Catawba.	0.40	\$95.00	\$38.00
11/20/2015	JFT	Receipt and review, email correspondence from City of Gulf Breeze regarding answer to interrogatories.	0.10	\$95.00	\$9.50
11/23/2015	BJZ	Receive and review correspondence from C.Carver regarding plan of action as to disseminating information to Plaintiff.	0.10	\$195.00	\$19.50
11/23/2015	JFT	Draft email to City of Gulf Breeze regarding status of discovery requests from Plaintiffs.	0.10	\$95.00	\$9.50
11/24/2015	BJZ	Deposition preparation meeting with R.Pulley regarding upcoming deposition.	0.70	\$195.00	\$136.50
11/24/2015	BJZ	Receipt and review of correspondence from C. Carver regarding eminent domain issues.	0.10	\$195.00	\$19.50
11/24/2015	BJZ	Supplement city's discovery responses regarding information obtained from city.	0.30	\$195.00	\$58.50
11/24/2015	CKR	Begin evaluation of Florida case law regarding whether inverse condemnation action is sole remedy against municipality or whether additional actions for injunctive relief and quiet title are supportable in lieu of condemnation proceedings.	0.60	\$195.00	\$117.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/24/2015	JFT	Telephone call from Lynette Dewberry regarding additional Gulf Breeze residence to add to the Witness List at trial.	0.30	\$95.00	\$28.50
11/24/2015	JFT	Update Catawba public beach access spreadsheet with new information from Lynette Dewberry as to additional potential witnesses.	0.30	\$95.00	\$28.50
11/24/2015	JFT	Continue drafting Defendant's Answers to Plaintiffs' First Set of Interrogatories.	0.70	\$95.00	\$66.50
11/24/2015	JFT	Receipt and review, email from Gulf Breeze resident, Bill Campbell regarding the public beach access on Catawba.	0.10	\$95.00	\$9.50
11/24/2015	JFT	Draft email response to Gulf Breeze resident, Bill Campbell regarding the public beach access on Catawba.	0.10	\$95.00	\$9.50
11/24/2015	JFT	In house meeting with Ron Pulley regarding preparation for deposition on November 30, 2015.	0.70	\$95.00	\$66.50
11/24/2015	JFT	Receipt and review, email from Gulf Breeze resident, Jeff Eble, requesting the dates of trial.	0.10	\$95.00	\$9.50
11/24/2015	JFT	Draft email response to Gulf Breeze resident, Jeff Eble, regarding the requested dates of trial.	0.10	\$95.00	\$9.50
11/25/2015	BJZ	Receipt and review of correspondence from S.Lucas regarding city council agenda packet.	0.10	\$195.00	\$19.50
11/25/2015	JFT	Continue drafting Defendant's Answers to First Set of Interrogatories.	0.40	\$95.00	\$38.00
11/25/2015	JFT	Draft email to City of Gulf Breeze regarding status of Defendant's Answers to First Set of Interrogatories.	0.10	\$95.00	\$9.50
11/25/2015	JFT	Receipt and review, email from City of Gulf Breeze regarding changes to Defendant's Answers to First Set of Interrogatories.	0.20	\$95.00	\$19.00
11/25/2015	JFT	Continue drafting Defendant's Answers to First Set of Interrogatories with requested changes from City of Gulf Breeze.	0.20	\$95.00	\$19.00
11/25/2015	JFT	Draft email to opposing counsel regarding extension for Defendants' Answers to Interrogatories.	0.20	\$95.00	\$19.00
11/30/2015	BJZ	Attend deposition of Ron Pulley.	1.60	\$195.00	\$312.00
11/30/2015	BJZ	Evaluate statute of limitations issue with condemnation case.	0.50	\$195.00	\$97.50
11/30/2015	BJZ	Telephone Conference with M.Stebbins regarding deposition of Ron Pulley and Plaintiffs response to upcoming council meeting agenda.	0.10	\$195.00	\$19.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
11/30/2015	BJZ	Prepare detailed correspondence to Plaintiff's Attorney regarding courtesy copy of council agenda as relates to construction of stairs.	0.30	\$195.00	\$58.50
11/30/2015	BJZ	Teleconference with city clerk regarding responses to Plaintiff's updated discovery requests.	0.30	\$195.00	\$58.50
11/30/2015	BJZ	Analyze whether plaintiffs exclusive remedy for alleged acts of city is in inverse condemnation proceeding and potential defenses to same.	0.80	\$195.00	\$156.00
11/30/2015	BJZ	Prepare updated discovery to plaintiffs regarding historical use of property, timing of events related to use of property, all documents and witnesses with knowledge of issues, and other items necessary for upcoming trial.	1.20	\$195.00	\$234.00
11/30/2015	JFT	Telephone call from City of Gulf Breeze regarding answers to interrogatories.	0.20	\$95.00	\$19.00
11/30/2015	JFT	Continue drafting changes to Defendant's Answers to First Set of Interrogatories to Plaintiffs.	0.20	\$95.00	\$19.00
11/30/2015	JFT	Continue drafting Second Set of Interrogatories to Plaintiffs.	0.60	\$95.00	\$57.00
11/30/2015	JFT	Continue drafting Second Set Request for Production to Plaintiffs.	0.40	\$95.00	\$38.00
Total Professional Services			54.40		\$8,408.00

PERSONNEL CAP

Person	Hours	Rate	Amount
CKR Chris K. Ritchie	4.10	\$195.00	\$799.50
BJZ Benjamin J. Zimmern	28.30	\$195.00	\$5,518.50
JFT Jamie F. Thurman	22.00	\$95.00	\$2,090.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
09/28/2015	Zimmern, Benjamin- Mileage- 50 miles traveled to and from plaintiffs MPSJ hearing in Milton, FL (50 @ \$0.575)	\$28.75
10/26/2015	Zimmern, Benjamin- Mileage- 50 miles traveled to and from plaintiffs verified motion in Milton, FL (50 @ \$0.575)	\$28.75
11/12/2015	Zimmern, Benjamin- Mileage- 50 miles traveled to and from PTC in Milton, FL (50 @ \$0.575)	\$28.75

December 18, 2015
 Client: FL8352
 Matter: 000003
 Invoice #: 322649
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DISBURSEMENTS

Date	Description of Disbursements	Amount
11/12/2015	Zimmern,Benjamin- Filing Fees- notice of appeal	\$103.00
11/16/2015	1st District Court of Appeals- Filing Fees- Notice of Appeal Filing Fee	\$300.00
11/18/2015	Anchor Court Reporting- Transcripts- Inv15-3605KR - Transcript copy 10/26/15.	\$107.50
Total Disbursements		\$596.75

Total Services	\$8,408.00
Total Disbursements	\$596.75
Total Current Charges	\$9,004.75
Previous Balance	\$15,900.34
Less Payments	(\$15,900.34)
PAY THIS AMOUNT	\$9,004.75

Billing History

	OUTSTANDING	PAID	TOTAL	PAID TO DATE
Services	\$8,408.00	\$51,340.50	\$59,748.50	\$51,340.50
Disbursements	\$596.75	\$1,327.23	\$1,923.98	\$1,327.23
Total	\$9,004.75	\$52,667.73	\$61,672.48	\$52,667.73

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.