

GULF BREEZE CITY COUNCIL
SPECIAL MEETING
AND
EXECUTIVE MEETING
AMENDED AGENDA

MARCH 30, 2016
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS

SPECIAL MEETING AMENDED AGENDA

A. Approval of Development Review Board Recommendation

Applicant: NNGS, LLC
c/o Rodney Sutton
Address: 380 Lurton St
Pensacola, FL 32503
Project Location: 15 Daniel Drive, Gulf Breeze, FL
Description: New Medical Office Building (Sacred Heart)

(Materials for this case will be distributed on Monday, March 28th)

EXECUTIVE MEETING AGENDA

1. **ACTION AGENDA ITEMS**

- A. Approval of Ordinance 03-16 pertaining to deadline for qualification of candidates, amending the City's Charter, Section 9(b), and the City's Code of Ordinances, Section 2-1, Public Hearing and Second Reading.
- B. Approval of Special Event Application for the Gulf Breeze Elementary School Run on April 13, 2016.
- C. Authorization for Ken Horne and Associates to provide engineering services for a drainage project on Berry, Driftwood, Montrose, and Navy Cove.
- D. Authorization to obtain Request for Proposals from landscape design firms to prepare conceptual landscape plans for projects funded by the donation from the Jo Nutt Estate.

- E. Authorization to request a revision in the West Florida Regional Planning Council rules concerning municipal representation.
 - F. Adoption of a Resolution requesting the Florida Department of Transportation to conduct a PD&E study regarding the replacement of the State Road 399 overpass.
 - G. Endorsement of the preparation of conceptual plans for a waterfront park on Navy Cove
 - H. Approval to pay invoices 95651 and 95652 for a total amount of \$1,425.00 to Smolker, Bartlett, Loeb, Hinds, and Sheppard P.A. and that the City Council meet as the Board of Directors of the CRA and authorize the payment of invoice 95653 in the amount of \$150.00 to Smolker, Bartlett, Loeb, Hinds, and Sheppard P.A.
 - I. Approval to pay invoice 327702 in the amount of \$25,404.00 to Galloway/Johnson/Tompkins/Burr and Smith (GJTBS).
 - J. Approval of a new employment agreement between the City of Gulf Breeze and Ed Gray.
 - K. Appointment of Beverly Zimmern to the Capital Trust Agency Board.
- 2. NEW ITEMS
 - 3. INFORMATION ITEMS
 - 4. PUBLIC FORUM
 - 5. 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
DEVELOPMENT REVIEW BOARD
SPECIAL MEETING
MARCH 24, 2016
TUESDAY.....5:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

Joe Henderson
George Williams
Laverne Baker
John Adams

ABSENT

Bill Clark
Ramsey Landry
Maggie Thorp

STAFF

Shane Carmichael
Leslie Guyer

The meeting was called to order at 5:30 p.m. by Chairman George Williams.

The City Clerk called roll and gave the invocation and pledge.

Mr. Williams asked if any members had any ex parte communications regarding the pending case. There were none.

PROJECT NO. JDPL2-16-0001: CRIMSON DANIEL HOLDINGS LLC, 4675 MACARTHUR CT, SUITE 1550, NEWPORT BEACH, CA 92660, REQUEST TO CONSTRUCT A NEW MEDICAL OFFICE BUILDING AT 15 DANIEL DRIVE, GULF BREEZE, FL 32561.

Rodney Sutton, with NNGS, LLC, 120 E Main St., Suite A, Pensacola, FL, appeared before the Board on behalf of the applicant. Mr. Sutton presented the case and answered questions.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions.

Mr. Carmichael advised that the stormwater report from Kenneth Horne and Associates noted existing stormwater infrastructure underneath the property that would impact the building footprint. The report recommended approval of the onsite stormwater facilities, however, the conflict of the existing facility would need to be addressed by the applicant's civil engineer. Mr. Carmichael advised the Board that their approval would need to be contingent upon addressing the aforementioned conflict. Mr. Sutton advised that their civil engineer has reviewed the stormwater infrastructure conflict and a plan has been created to resolve the issue.

Mr. Adams made a motion to approve the project as submitted. Mrs. Baker seconded. Mr. Williams amended the motion to include the approval be contingent upon the satisfactory resolution of the stormwater infrastructure conflict. The vote to approve the project was unanimous.

Mr. Carmichael stated the project is classified as a Level III Development and the case would go before the City Council for final approval on March 30, 2016, at a Special Meeting.

OPEN FORUM: None

NEW INFORMATION:

ADJOURNMENT: The meeting was adjourned at 6:02 p.m.

ATTESTED TO:

Leslie A. Guyer, City Clerk



City of Gulf Breeze

DEVELOPMENT REVIEW BOARD

STAFF REPORT

PROJECT NO: JCRL3-16-0002
APPLICATION DATE: 03/10/2016
PROJECT DESCRIPTION: NEW PROFESSIONAL OFFICE BUILDING
PROJECT LOCATION: 15 DANIEL DR



PARCEL INFORMATION:

SRC PARCEL ID:	043S290000005020000
SUBDIVISION:	N/A
LOT / BLOCK:	N/A
SIZE:	1.252 ACRES
ZONING:	C2
FLU:	C
MISC:	CORNER LOT

PROPERTY OWNER: **CRIMSON DANIEL HOLDINGS LLC**
4675 MACARTHUR CT STE 1550
NEWPORT BEACH, CA 92660

APPLICANT: **NNGS, LLC**
C/O RODNEY SUTTON
120 E MAIN ST, STE A
PENSACOLA, FL 32561
(850) 429-8640

AGENT INFORMATION: **REBOL-BATTLE & ASSOCIATES**
2301 N 9TH AVE, STE 300
PENSACOLA, FL 32503
(850) 438-0400

PROJECT DIMENSIONS: **VARIES**

STAFF COMMENTS:

THE APPLICANT IS REQUESTING TO CONSTRUCT A NEW PROFESSIONAL OFFICE BUILDING ON THE TRIANGLE SHAPED PARCEL LOCATED IN THE NORTHWEST CORNER OF THE GULF BREEZE PKWY AND DANIEL DR INTERSECTION. ACCORDING TO THE APPLICANT, THE BUILDING WILL BE A PEDIATRIC MEDICAL FACILITY. THE PROJECT WILL ENCOMPASS CONSTRUCTING A TWO STORY ITALIANATE STYLE BUILDING THAT IS APPROXIMATELY 8,823 S.F. IN AREA (1ST FLOOR 4,710 S.F. AND THE SECOND FLOOR 4,113 S.F.). STAFF HAS REVIEWED THE PROJECT AND OFFERS THE FOLLOWING SUMMARY.



ZONING AND LAND USE

THE PARCEL OF PROPERTY HAS A ZONING DESIGNATION OF C2 (LIMITED COMMERCIAL) AND A FUTURE LAND USE DESIGNATION OF C (COMMERCIAL). BASED ON THESE DESIGNATIONS, A MEDICAL OFFICE BUILDING IS PROPER USE OF THE PROPERTY.

CONCURRENCY

ACCORDING TO A REPORT PREPARED BY HSA CONSULTING GROUP, INC. ON MARCH 8, 2016 "ALL THE NECESSARY FACILITIES ARE CURRENTLY AVAILABLE TO ACCOMMODATE THE IMPACTS ASSOCIATED WITH THE PROPOSED DEVELOPMENT AT THE ADOPTED LEVEL OF SERVICE STANDARDS, ASSUMING THAT THE DRAINAGE LEVEL OF SERVICE STANDARD IS MET, AS REQUIRED BY THE CITY'S LAND DEVELOPMENT REGULATIONS."

PARKING

BASED ON SECTION 24-51 OF THE CITY'S LAND DEVELOPMENT CODE (LDC) THE PROJECT IS REQUIRED TO HAVE ONE PARKING SPACE FOR EACH 300 S.F. OF USABLE FLOOR SPACE. BASED ON THE 8,823 S.F. OF FLOOR AREA THEY ARE REQUIRED TO PROVIDE 30 SPACES. ACCORDING TO THEIR PLANS, THEY ARE PROVIDING 44 SPACES (42 STANDARD AND 2 HANDICAPPED).

PARKING REQUIREMENTS:

TOTAL REQUIRED PARKING SPACES (COMMERCIAL AND PROFESSIONAL BUILDINGS)

1 SPACE PER 300 SF REQUIRED

$8,823 \text{ SF} / 300 = 29.41$ (30 SPACES)

PARKING SPACES REQUIRED = 30

PARKING SPACES PROVIDED = 44

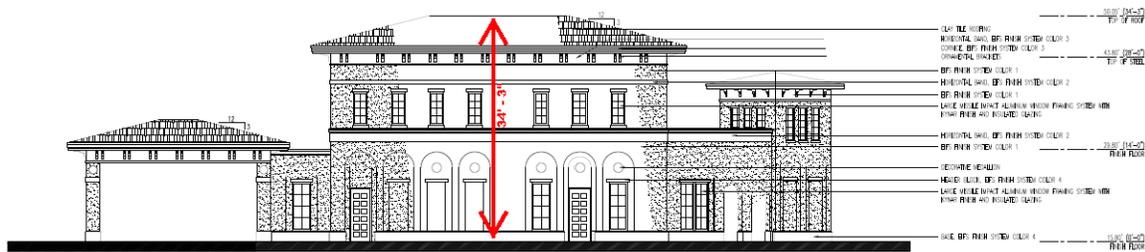
STANDARD PARKING SPACES = 42

H.C. PARKING SPACES = 2

(1 H.C. / 25 SPACES MINIMUM)

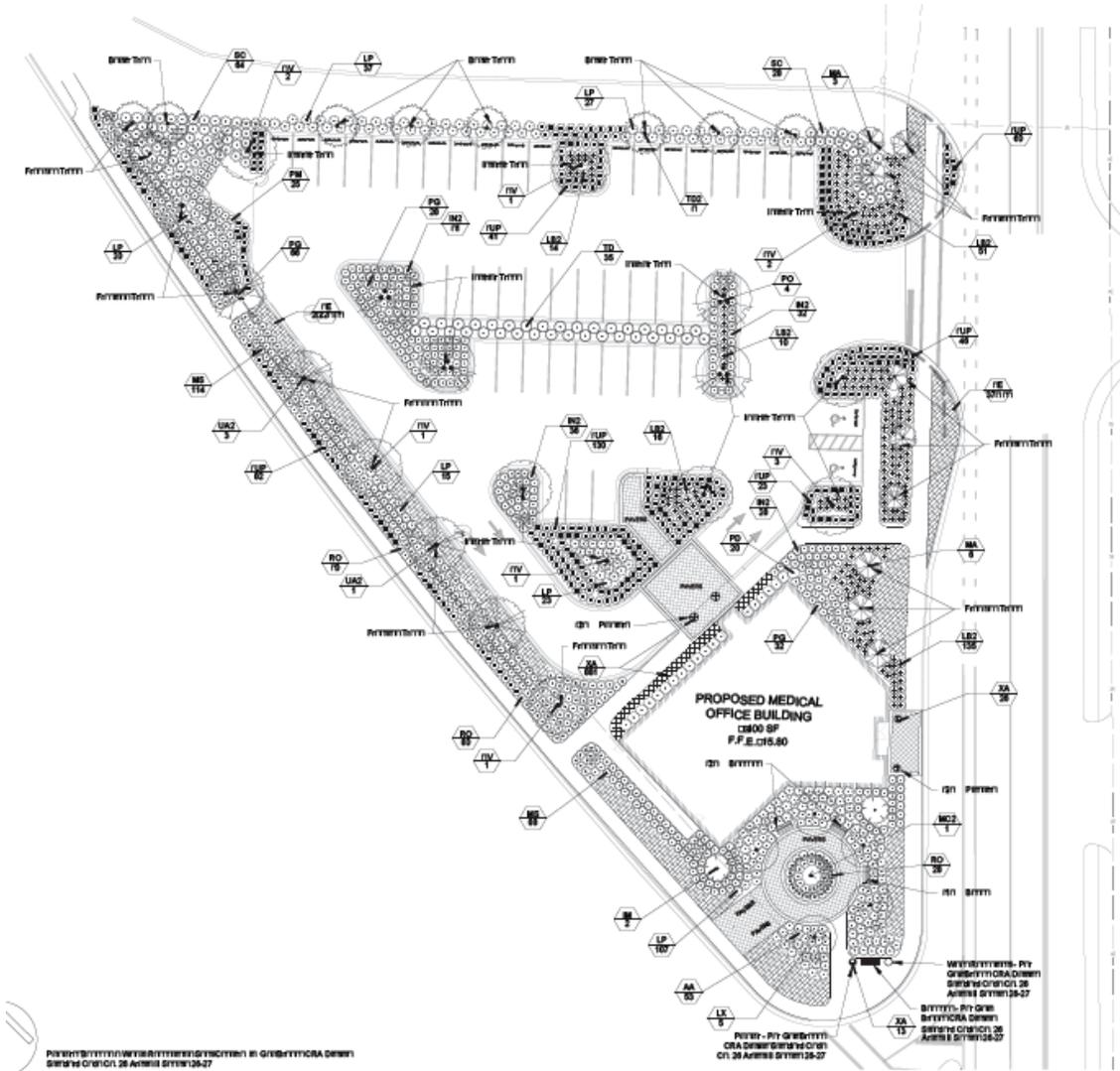
HEIGHT

SECTION 21-162 OF THE LDC ESTABLISHES A MAXIMUM BUILDING HEIGHT OF 35 FT. THE ELEVATIONAL DRAWINGS CONTAINED IN THEIR SUBMITTAL INDICATE A BUILDING OF 34 FT – 3 IN.



LANDSCAPING

PER THE LDC, A MINIMUM OF FIVE PERCENT OF THE TOTAL DEVELOPED AREA OF ANY PARCEL OR PROPERTY SHALL BE DEVOTED TO LANDSCAPE DEVELOPMENT. THE TOTAL PROJECT AREA IS 47,494 S.F. FIVE PERCENT EQUATES TO 2,375 S.F. THE TOTAL LANDSCAPE AREA PROVIDED IS APPROXIMATELY 15,000 S.F. WITH 3,550 S.F. BEING DEVOTED TO INTERIOR PARKING LANDSCAPING.



STORMWATER

THOMAS LAMBERT, THE CITY'S ASSISTANT DIRECTOR OF PUBLIC SERVICES, IS A PROFESSIONALLY REGISTERED CIVIL ENGINEER AND REVIEWS ALL DEVELOPMENT PLANS FOR COMPLIANCE WITH THE CITY'S STORMWATER REGULATIONS. UNFORTUNATELY, HE IS ON EXTENDED MEDICAL LEAVE AND WE HAVE HAD TO TURN TO AN OUTSIDE ENGINEERING FIRM TO REVIEW THE PLANS. THEIR COMMENTS ARE STILL PENDING. STAFF WILL PROVIDE AN UPDATE TO THIS ITEM AT THURSDAY'S MEETING.

RECOMMENDATION:

PROVIDED THAT THE PROJECTS COMPLIES WITH THE LDC STORMWATER REQUIREMENTS, THE PROJECT APPEARS TO MEET THE INTENT OF THE CITY'S LDC AND STAFF RECOMMENDS THAT THE DEVELOPMENT REVIEW BOARD APPROVE THE PROJECT AS SUBMITTED.

SITE CONSTRUCTION PLANS FOR GULF BREEZE PEDIATRICS

GULF BREEZE PARKWAY 11 DANIEL DRIVE

March 29, 2016

LEGAL DESCRIPTION

COMMENCE AT NW CORNER OF SECTION 2 GOVERNMENT LOT 3 THENCE N88°26'48"W 75 FT, THENCE S 1°36'45"W 41.59 FT TO POINT OF BEGINNING THENCE CONTINUE ON WEST RIGHT-OF-WAY OF DANIEL DR 281.15 FT TO CURVE (R=25 FT CB=68°51'44"W) GO ON CURVE 58.69 FT TO CURVE (R=2023.68 FT CB=38°21'22"W) GO ON CURVE 390.77 FT THENCE S 88°22'49"E 293.15 FT TO POINT OF BEGINNING AS DESCRIBED IN O.R. 2646 PG. 913 (OUT OF #5) & PORT OF DANIEL DR. AS DESCRIBED IN O.R. 2797 PG 870 & IN O.R. 3488 PG 86.

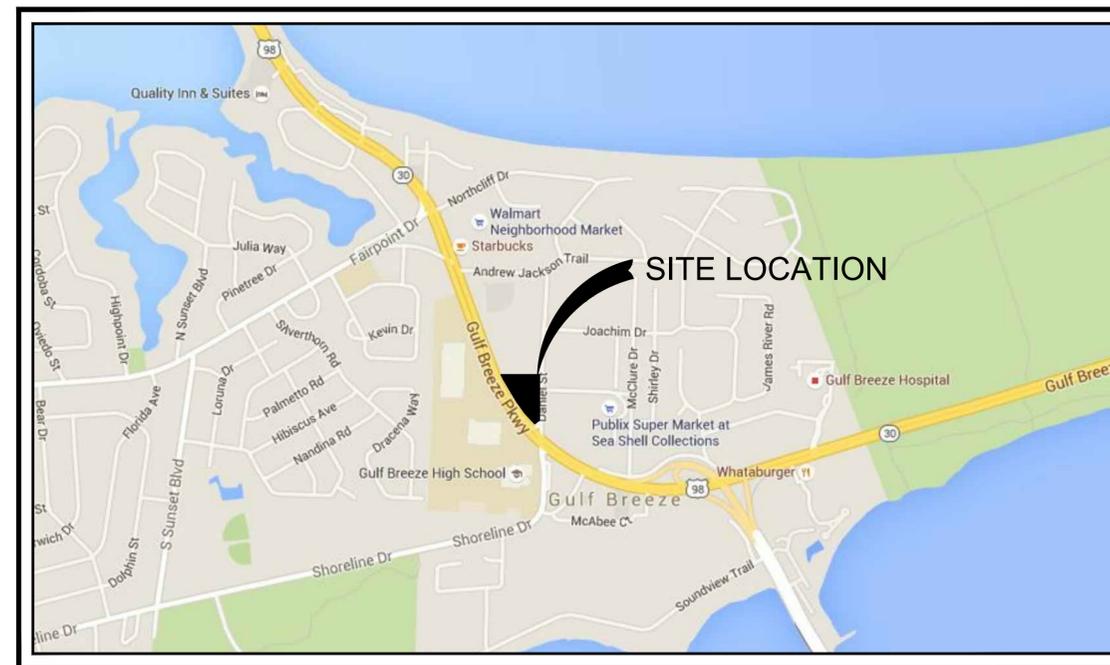
SITE INFORMATION	
OWNER:	CRIMSON DANIEL HOLDINGS, LLC 4675 MACARTHUR CT., SUITE 1550 NEWPORT BEACH, CA 92660
PROPERTY REFERENCE NO:	04-3S-29-0000-00502-0000
PROPERTY ADDRESS:	11 DANIEL DRIVE
PROPERTY AREA:	47,949 SF (1.09 ACRES)
BUILDING GROSS SF:	8,832 SF
BUILDING HEIGHT:	34.3'
FLOOR AREA RATIO:	0.18
MAXIMUM DENSITY:	N/A
TOTAL IMPERVIOUS AREA:	30,347 SF
FIRST FLOOR AREA:	4,710 SF
OFF STREET PARKING:	30 REQUIRED, 44 PROVIDED
EXISTING LAND USE:	VACANT
PROPERTY ZONING:	C2
FUTURE LAND USE:	C
OVERLAY DISTRICT:	CBD
PROPOSED ACTIVITY:	MEDICAL OFFICE BUILDING
REQUIRED BUILDING SETBACKS C2:	FRONT YARD - 30 FT. SIDE YARD - 8 FT. REAR YARD - 30 FT. FROM SIDE STREETS - 20 FT. FROM REAR STREETS - 30 FT.

STANDARD NOTES:

- This set of site plan drawings has been submitted for the purpose of a limited preliminary review. The City Council must approve, or approve with conditions, the site plans before a Preliminary Development Order is issued. A Preliminary Development Order must be issued prior to application for the Final Development Order (building permit).
- The Preliminary Development Order shall expire twelve (12) months from the date of City Council approval unless a Final Development Order (building permit) has been applied for and has not expired. An additional 12-month extension may be approved; however, the owner must submit a request for extension ninety (90) days prior to the original date of expiration of the Preliminary Development Order. The request must be approved by the City Council.
- Issuance of a Preliminary Development Order for the CRA site plan drawings by the City Council does not constitute approval of all plans and documentation required by the Code of Ordinances of the City of Gulf Breeze for a Final Development Order. The members of the City of Gulf Breeze Technical Advisory Committee reserve the right to provide further detailed comments when conducting the final site plan review for the Final Development Order (building permit application).
- All further plans and documentation provided for the Final Development Order (building permit application) shall be made in accordance with the site plan, landscape plan and architectural drawings approved in the Preliminary Development Order. Any substantial deviations from the plans/drawings, as determined by the Director of Community Services, prior to application for a building permit will require submittal of revised site plan drawings to the ARB and/or DRB and approval from the City Council; minor corrections may be approved by the Technical Advisory Committee during their final site plan review for the Final Development Order (building permit application).
- Issuance of a Preliminary Development Order for the site plan, landscape plan and architectural drawings does not constitute approval of any permits for clearing and grubbing, demolition, foundation, or relocation, nor does it constitute approval of the Final Development Order (building permit). All construction plans submitted with a building permit application shall be in compliance with the requirements of the Florida Building Code that is current at the time the building permit application is submitted.

INDEX OF DRAWINGS

- A2.1 FIRST FLOOR PLAN
- A2.3 SECOND FLOOR PLAN
- A3.1 EXTERIOR ELEVATIONS
- A3.2 EXTERIOR ELEVATIONS
- A3.3 EXTERIOR ELEVATIONS
- A3.4 EXTERIOR ELEVATIONS
- A4.2 BUILDING SECTIONS
- P1.1 SANITARY WASTE PLANS
- P3.1 SANITARY WASTE RISER DIAGRAM
- P4.1 PLUMBING LEGEND AND SCHEDULES
- C1.0 EXISTING SITE & DEMOLITION PLAN
- C2.0 SITE PLAN
- C2.1 SITE DETAILS
- C3.0 GRADING PLAN
- C3.1 DRAINAGE PLAN
- C3.2 DRAINAGE DETAILS
- C3.3 DRAINAGE DETAILS
- C4.0 UTILITY PLAN
- C4.1 UTILITY DETAILS
- L1.1 LANDSCAPE PLAN
- L2.1 LANDSCAPE DETAILS
- IR1.1 IRRIGATION PLAN
- IR2.1 IRRIGATION DETAILS
- IR2.2 IRRIGATION DETAILS



VICINITY MAP

SCALE: 1" = 1000'



REBOL-BATTLE & ASSOCIATES

Civil Engineers and Surveyors

2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400
Fax 850.438.0448
EB 00009657 - LB 7916

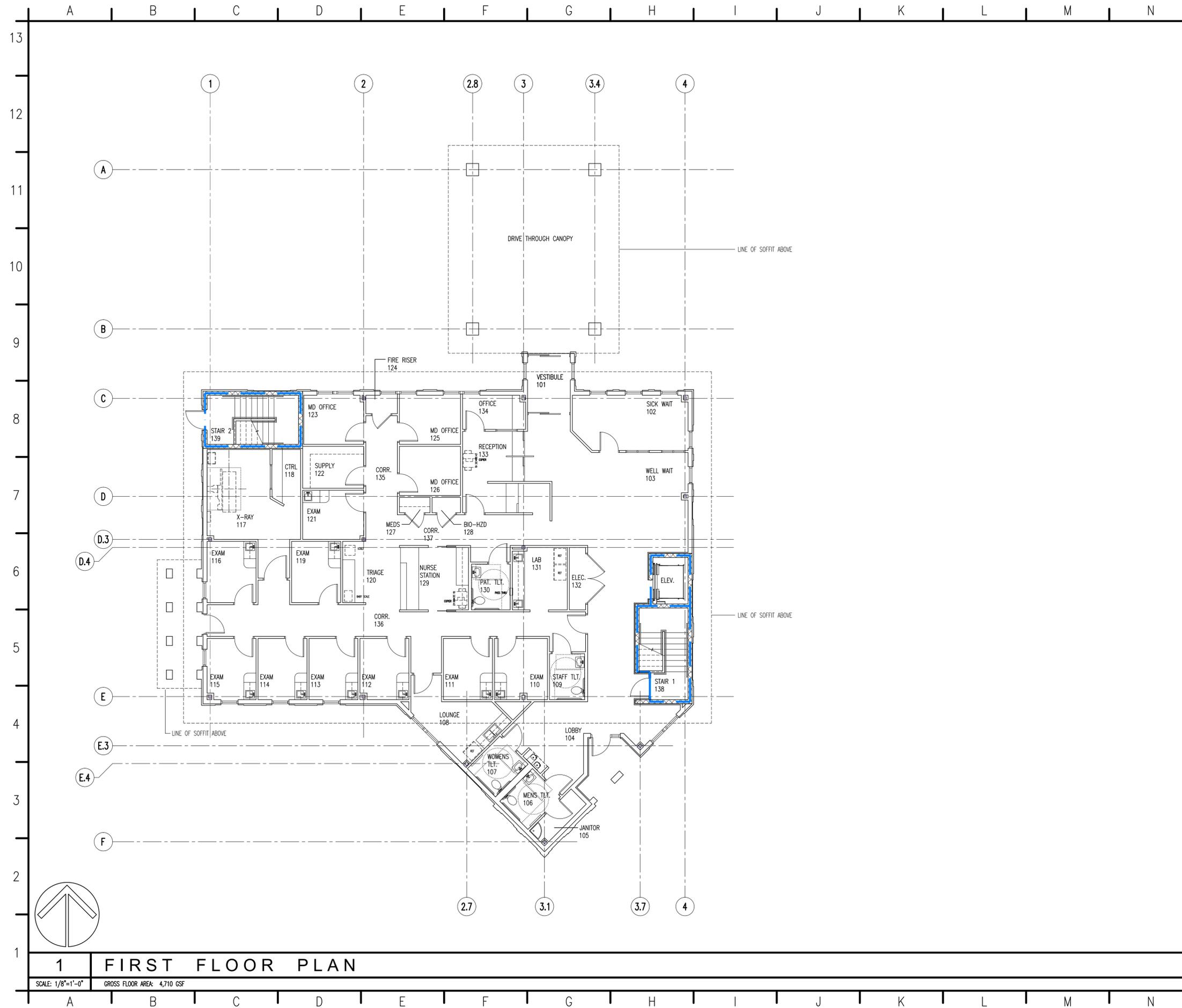
RBA PROJECT NO.: 2016.020

Architect

Mr. George Koper
George Koper Associates, PA
3001 North 12th Avenue
Pensacola, Florida 32503
850-435-1515

Landscape Architect

Mr. Steve Dana
Senior Design Associate / Landscape Architect
Jerry Pate Company
301 Schubert Drive
Pensacola, Florida 32504
850-479-4653 Ext. 1254



Keynotes

Keynotes area for project-specific details and annotations.

General Notes

- DIMENSION LINES OF INTERIOR WALLS ARE TO FACE OF STUD OR FACE OF BLOCK UNLESS NOTED OTHERWISE. DIMENSIONS TO EXTERIOR WALL SHALL BE TO OUTSIDE FACE OF MASONRY AND OUTSIDE FACE OF STUD UNLESS NOTED OTHERWISE.
- ALL INTERIOR PARTITIONS SHALL BE TYPE D3 UNLESS NOTED OTHERWISE. REFER TO PARTITION TYPES SHEETS AB.1

Plan Symbol Legend

- 1-HOUR FIRE PARTITION
- NEW PARTITION, SEE PLAN FOR TYPE, SEE DETAILS SHEET AB.1
- PROVIDE HANDRAIL ON NEW OR EXISTING PARTITION. MOUNTING HEIGHT 2'-10" A.F.F.
- CORNER GUARD
- PARTITION TYPE IDEN - SEE DETAILS SHEET AB.1
- DOOR IDEN - SEE DOOR SCHEDULE
- WINDOW IDEN - SEE WINDOW TYPE ELEVATIONS
- FIRE EXTINGUISHER CABINET
- FIRE EXTINGUISHER CABINET WITH STANDPIPE
- FIRE EXTINGUISHER WALL MOUNTED

Revisions:
 MARCH 21, 2016-CITY COMMENTS

George Koper Associates, pa
 3001 North 12th Avenue
 Pensacola, FL 32503
 PH (850) 435-1515
 Fax (850) 435-1030

GKA

Architects Seal
 GEORGE D. KOPER
 LICENSE No. 0011594

Project Name: **GULF BREEZE PEDIATRICS FOR NNGS, LLC**

DESIGN DEVELOPMENT **NOT FOR CONSTRUCTION**

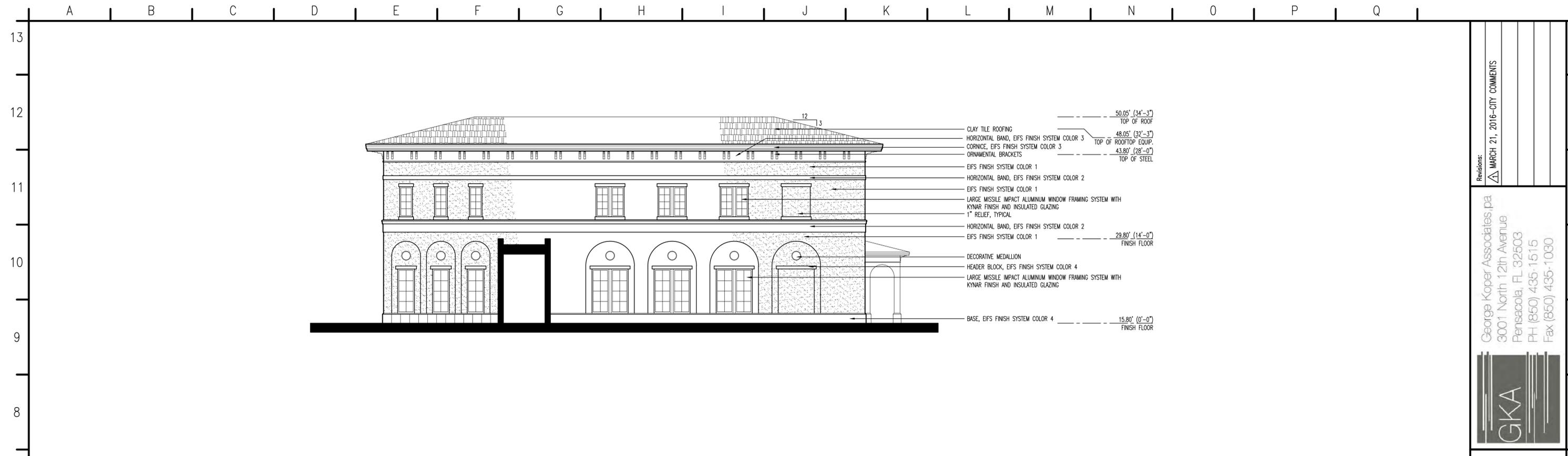
FIRST FLOOR PLAN

Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

A2.1

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1 FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"
 GROSS FLOOR AREA: 4,710 GSF



1 EXTERIOR ELEVATION - NORTH THROUGH COVERED ENTRY

SCALE: 1/8"=1'-0"



2 EXTERIOR ELEVATION - NORTH

SCALE: 1/8"=1'-0"

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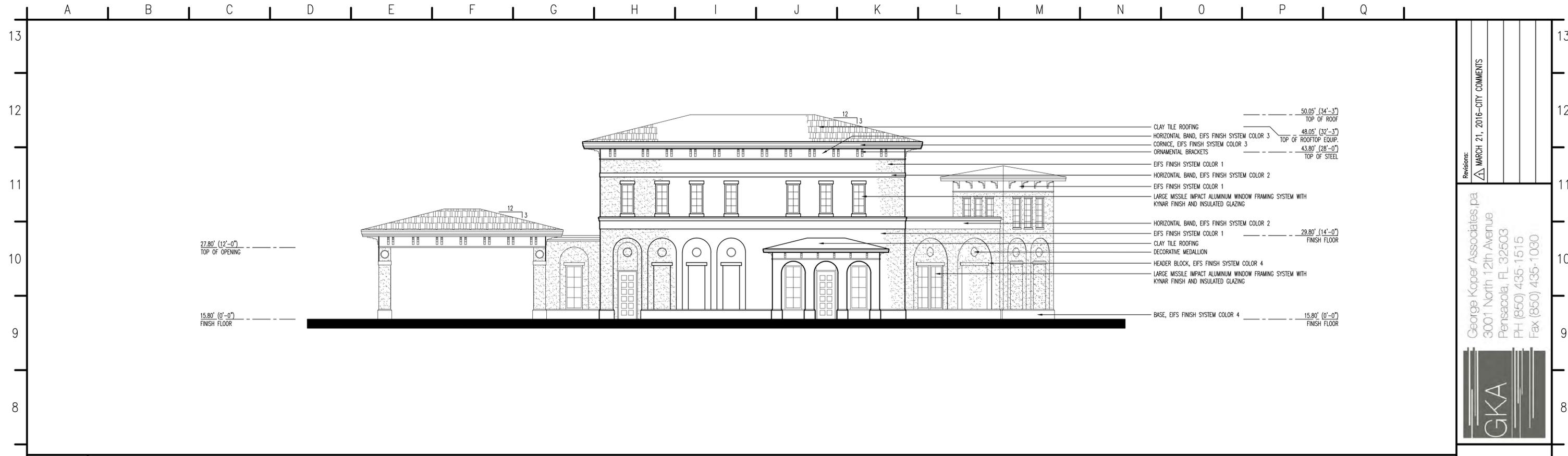


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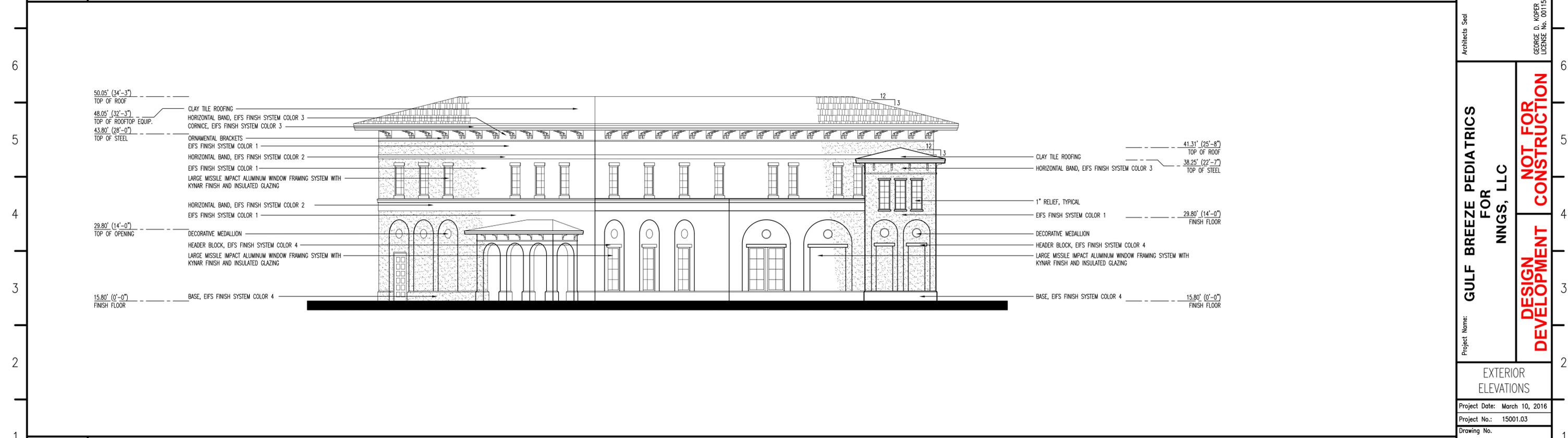
EXTERIOR ELEVATIONS
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

A3.1



1 EXTERIOR ELEVATION - WEST

SCALE: 1/8"=1'-0"

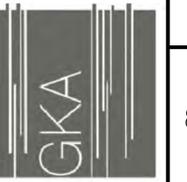


2 EXTERIOR ELEVATION - PARTIAL SOUTH

SCALE: 1/8"=1'-0"

Revisions:
 MARCH 21, 2016-CITY COMMENTS

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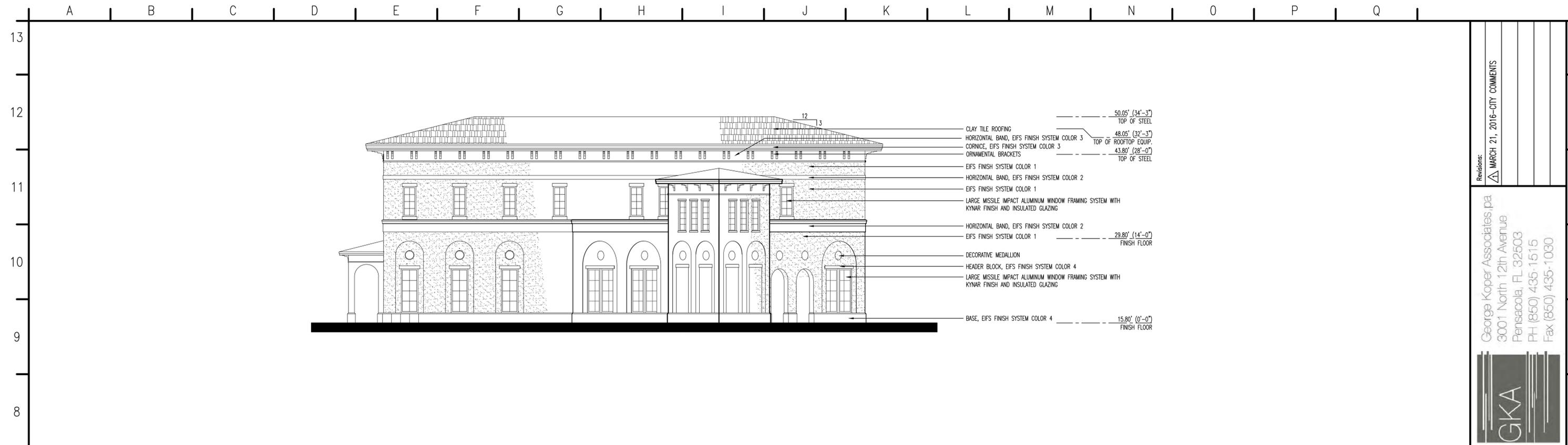


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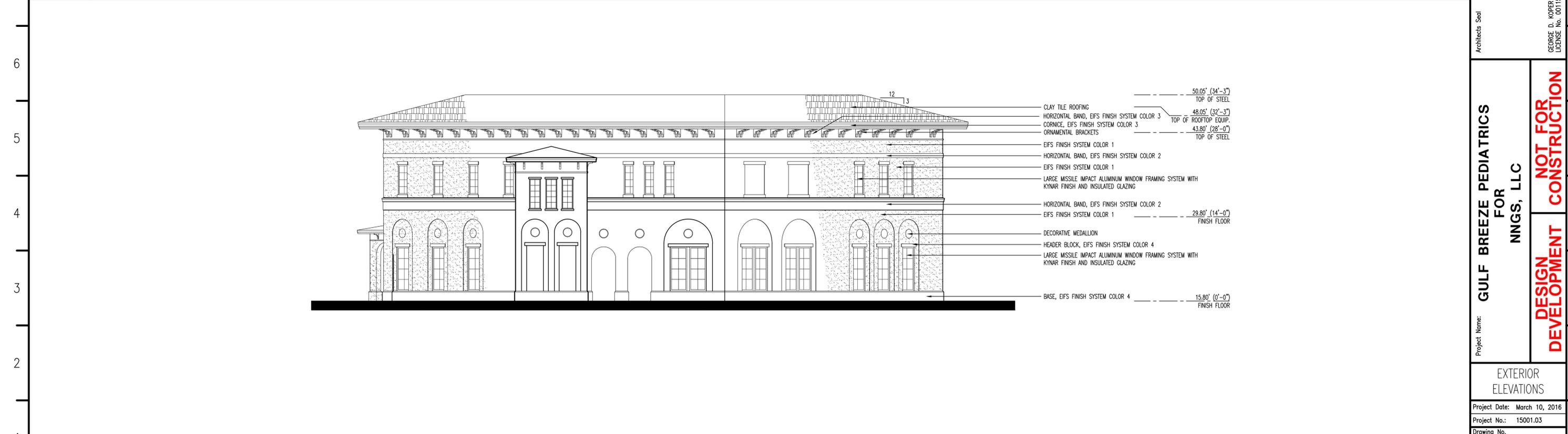
EXTERIOR ELEVATIONS
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

A3.2



1 EXTERIOR ELEVATION - SOUTH

SCALE: 1/8"=1'-0"

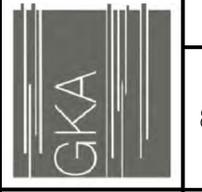


2 EXTERIOR ELEVATION - PARTIAL EAST

SCALE: 1/8"=1'-0"

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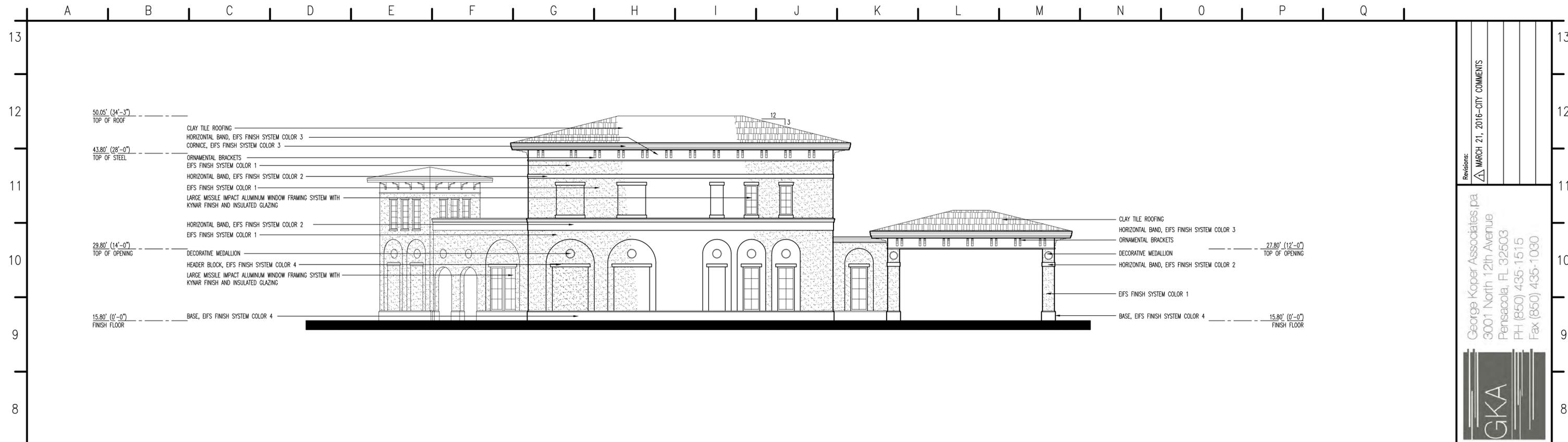


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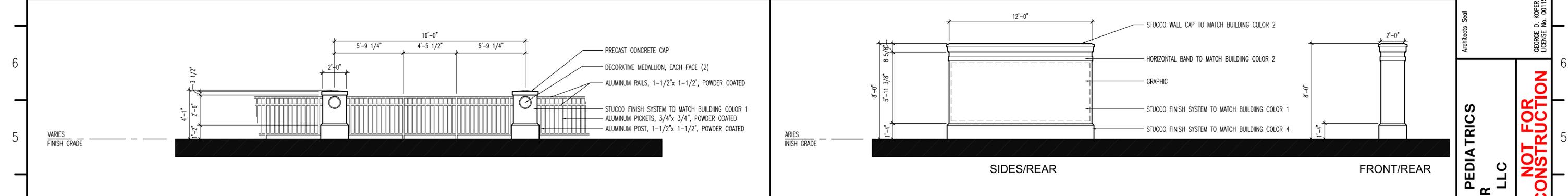
EXTERIOR ELEVATIONS
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

A3.3



1 EXTERIOR ELEVATION - NORTH THROUGH COVERED ENTRY

SCALE: 1/8"=1'-0"

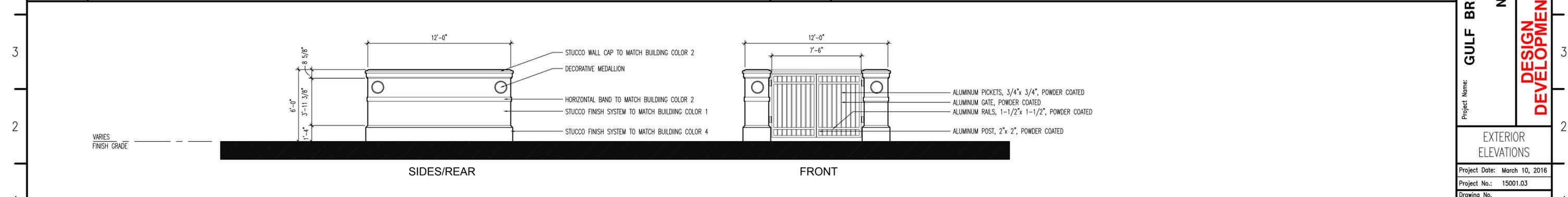


2 ELEVATION AT STREET WALL

SCALE: 1/4"=1'-0"

3 ELEVATION AT MONUMENT SIGN

SCALE: 1/4"=1'-0"



4 ELEVATION AT TRASH ENCLOSURE

SCALE: 1/4"=1'-0"

Revisions:
 1 MARCH 21, 2016-CITY COMMENTS

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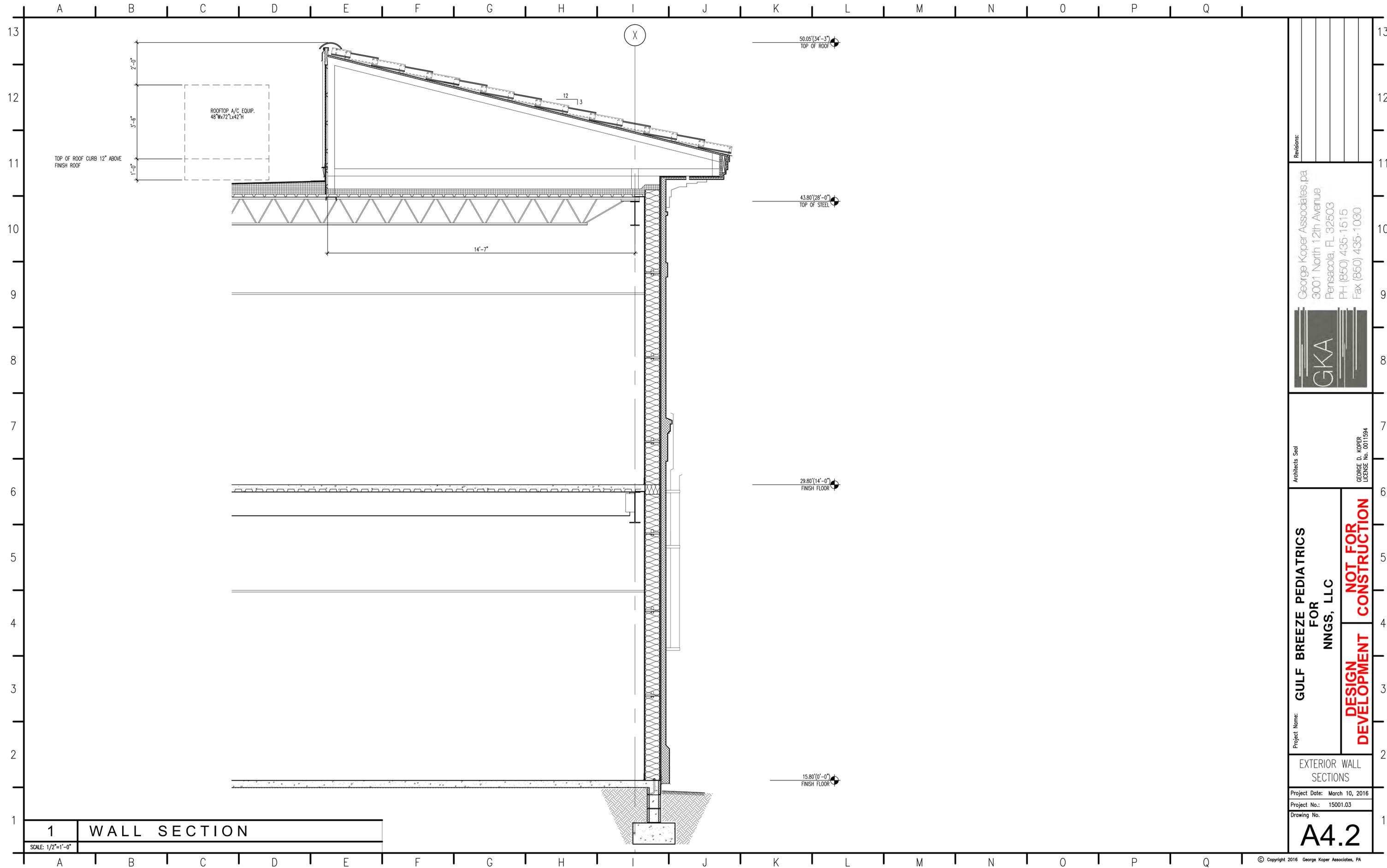


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Project Name: **GULF BREEZE PEDIATRICS FOR NNGS, LLC**
DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

EXTERIOR ELEVATIONS
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

A3.4



1 WALL SECTION

SCALE: 1/2"=1'-0"

Revisions:

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 Pensacola, FL 32503
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 Fax (850) 435-1030



Architects Seal

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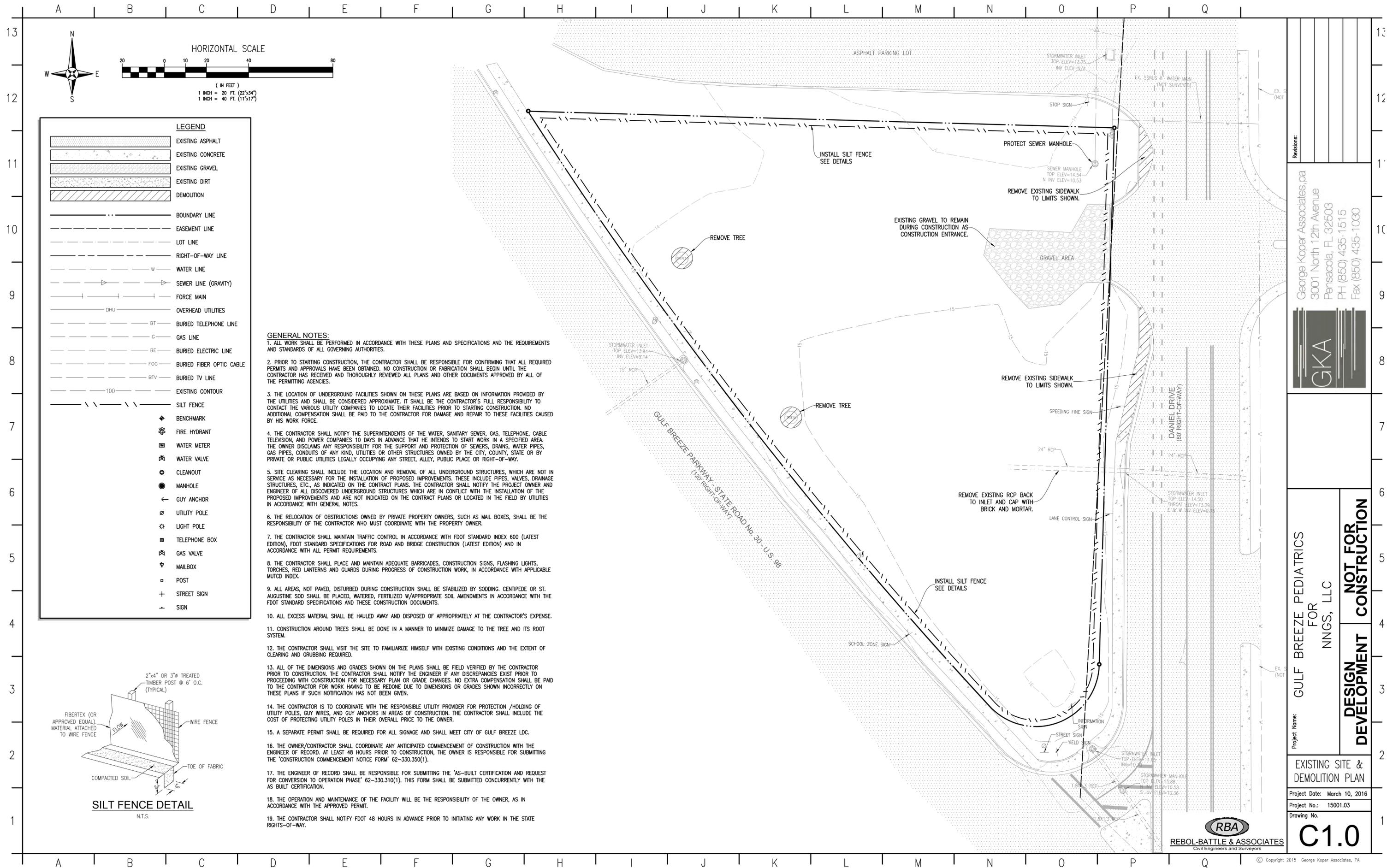
EXTERIOR WALL SECTIONS

Project Date: March 10, 2016

Project No.: 15001.03

Drawing No.

A4.2



- LEGEND**
- EXISTING ASPHALT
 - EXISTING CONCRETE
 - EXISTING GRAVEL
 - EXISTING DIRT
 - DEMOLITION
 - BOUNDARY LINE
 - EASEMENT LINE
 - LOT LINE
 - RIGHT-OF-WAY LINE
 - WATER LINE
 - SEWER LINE (GRAVITY)
 - FORCE MAIN
 - OVERHEAD UTILITIES
 - BURIED TELEPHONE LINE
 - GAS LINE
 - BURIED ELECTRIC LINE
 - BURIED FIBER OPTIC CABLE
 - BURIED TV LINE
 - EXISTING CONTOUR
 - SILT FENCE
 - BENCHMARK
 - FIRE HYDRANT
 - WATER METER
 - WATER VALVE
 - CLEANOUT
 - MANHOLE
 - GUY ANCHOR
 - UTILITY POLE
 - LIGHT POLE
 - TELEPHONE BOX
 - GAS VALVE
 - MAILBOX
 - POST
 - STREET SIGN
 - SIGN
- GENERAL NOTES:**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF ALL GOVERNING AUTHORITIES.
 - PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AGENCIES.
 - THE LOCATION OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON INFORMATION PROVIDED BY THE UTILITIES AND SHALL BE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
 - THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, SANITARY SEWER, GAS, TELEPHONE, CABLE TELEVISION, AND POWER COMPANIES 10 DAYS IN ADVANCE THAT HE INTENDS TO START WORK IN A SPECIFIED AREA. THE OWNER DISCLAIMS ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS PIPES, CONDUITS OF ANY KIND, UTILITIES OR OTHER STRUCTURES OWNED BY THE CITY, COUNTY, STATE OR BY PRIVATE OR PUBLIC UTILITIES LEGALLY OCCUPYING ANY STREET, ALLEY, PUBLIC PLACE OR RIGHT-OF-WAY.
 - SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND STRUCTURES, WHICH ARE NOT IN SERVICE AS NECESSARY FOR THE INSTALLATION OF PROPOSED IMPROVEMENTS. THESE INCLUDE PIPES, VALVES, DRAINAGE STRUCTURES, ETC., AS INDICATED ON THE CONTRACT PLANS. THE CONTRACTOR SHALL NOTIFY THE PROJECT OWNER AND ENGINEER OF ALL DISCOVERED UNDERGROUND STRUCTURES WHICH ARE IN CONFLICT WITH THE INSTALLATION OF THE PROPOSED IMPROVEMENTS AND ARE NOT INDICATED ON THE CONTRACT PLANS OR LOCATED IN THE FIELD BY UTILITIES IN ACCORDANCE WITH GENERAL NOTES.
 - THE RELOCATION OF OBSTRUCTIONS OWNED BY PRIVATE PROPERTY OWNERS, SUCH AS MAIL BOXES, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO MUST COORDINATE WITH THE PROPERTY OWNER.
 - THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH FDOT STANDARD INDEX 600 (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.
 - THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK, IN ACCORDANCE WITH APPLICABLE MUTCD INDEX.
 - ALL AREAS, NOT PAVED, DISTURBED DURING CONSTRUCTION SHALL BE STABILIZED BY SODDING, CENTIPEDE OR ST. AUGUSTINE SOD SHALL BE PLACED, WATERED, FERTILIZED W/APPROPRIATE SOIL AMENDMENTS IN ACCORDANCE WITH THE FDOT STANDARD SPECIFICATIONS AND THESE CONSTRUCTION DOCUMENTS.
 - ALL EXCESS MATERIAL SHALL BE HAULED AWAY AND DISPOSED OF APPROPRIATELY AT THE CONTRACTOR'S EXPENSE.
 - CONSTRUCTION AROUND TREES SHALL BE DONE IN A MANNER TO MINIMIZE DAMAGE TO THE TREE AND ITS ROOT SYSTEM.
 - THE CONTRACTOR SHALL VISIT THE SITE TO FAMILIARIZE HIMSELF WITH EXISTING CONDITIONS AND THE EXTENT OF CLEARING AND GRUBBING REQUIRED.
 - ALL OF THE DIMENSIONS AND GRADES SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
 - THE CONTRACTOR IS TO COORDINATE WITH THE RESPONSIBLE UTILITY PROVIDER FOR PROTECTION /HOLDING OF UTILITY POLES, GUY WIRES, AND GUY ANCHORS IN AREAS OF CONSTRUCTION. THE CONTRACTOR SHALL INCLUDE THE COST OF PROTECTING UTILITY POLES IN THEIR OVERALL PRICE TO THE OWNER.
 - A SEPARATE PERMIT SHALL BE REQUIRED FOR ALL SIGNAGE AND SHALL MEET CITY OF GULF BREEZE LDC.
 - THE OWNER/CONTRACTOR SHALL COORDINATE ANY ANTICIPATED COMMENCEMENT OF CONSTRUCTION WITH THE ENGINEER OF RECORD. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE OWNER IS RESPONSIBLE FOR SUBMITTING THE "CONSTRUCTION COMMENCEMENT NOTICE FORM" 62-330.350(1).
 - THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR SUBMITTING THE "AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE" 62-330.310(1). THIS FORM SHALL BE SUBMITTED CONCURRENTLY WITH THE AS BUILT CERTIFICATION.
 - THE OPERATION AND MAINTENANCE OF THE FACILITY WILL BE THE RESPONSIBILITY OF THE OWNER, AS IN ACCORDANCE WITH THE APPROVED PERMIT.
 - THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHTS-OF-WAY.

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GKA

Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

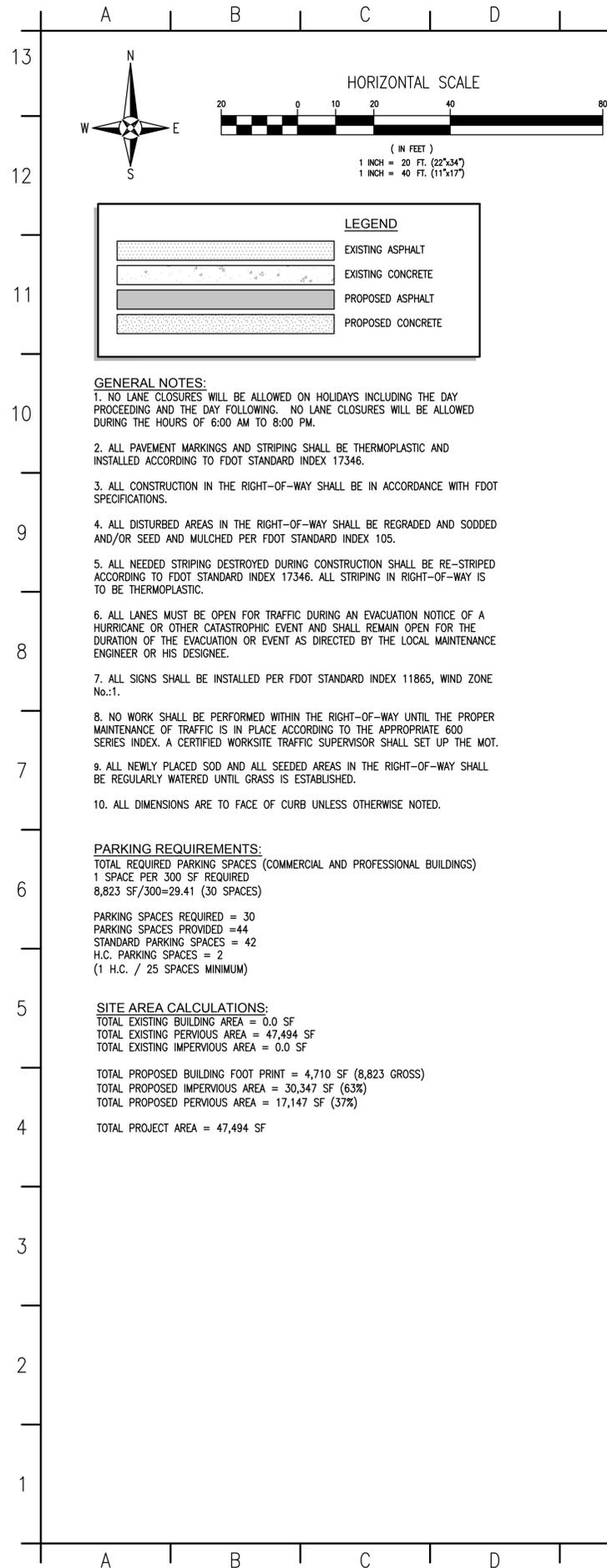
DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

EXISTING SITE & DEMOLITION PLAN

Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No. C1.0

RBA REBOL-BATTLE & ASSOCIATES Civil Engineers and Surveyors

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LEGEND

[Pattern]	EXISTING ASPHALT
[Pattern]	EXISTING CONCRETE
[Pattern]	PROPOSED ASPHALT
[Pattern]	PROPOSED CONCRETE

- GENERAL NOTES:**
- NO LANE CLOSURES WILL BE ALLOWED ON HOLIDAYS INCLUDING THE DAY PROCEEDING AND THE DAY FOLLOWING. NO LANE CLOSURES WILL BE ALLOWED DURING THE HOURS OF 6:00 AM TO 8:00 PM.
 - ALL PAVEMENT MARKINGS AND STRIPING SHALL BE THERMOPLASTIC AND INSTALLED ACCORDING TO FDOT STANDARD INDEX 17346.
 - ALL CONSTRUCTION IN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH FDOT SPECIFICATIONS.
 - ALL DISTURBED AREAS IN THE RIGHT-OF-WAY SHALL BE REGRADED AND SODDED AND/OR SEED AND MULCHED PER FDOT STANDARD INDEX 105.
 - ALL NEEDED STRIPING DESTROYED DURING CONSTRUCTION SHALL BE RE-STRIPED ACCORDING TO FDOT STANDARD INDEX 17346. ALL STRIPING IN RIGHT-OF-WAY IS TO BE THERMOPLASTIC.
 - ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE LOCAL MAINTENANCE ENGINEER OR HIS DESIGNEE.
 - ALL SIGNS SHALL BE INSTALLED PER FDOT STANDARD INDEX 11865, WIND ZONE No.:1.
 - NO WORK SHALL BE PERFORMED WITHIN THE RIGHT-OF-WAY UNTIL THE PROPER MAINTENANCE OF TRAFFIC IS IN PLACE ACCORDING TO THE APPROPRIATE 600 SERIES INDEX. A CERTIFIED WORKSITE TRAFFIC SUPERVISOR SHALL SET UP THE MOT.
 - ALL NEWLY PLACED SOD AND ALL SEEDED AREAS IN THE RIGHT-OF-WAY SHALL BE REGULARLY WATERED UNTIL GRASS IS ESTABLISHED.
 - ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

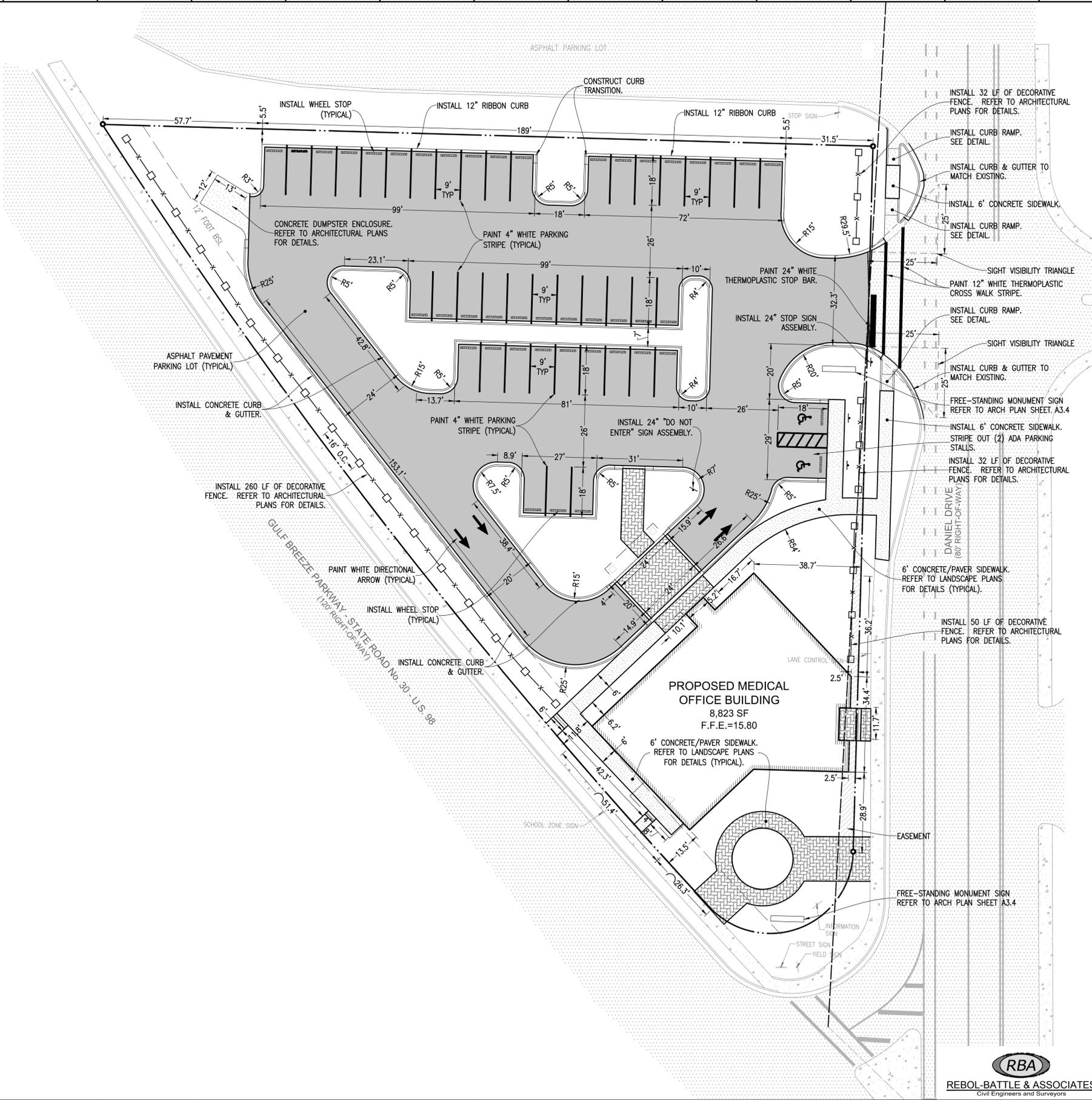
PARKING REQUIREMENTS:
 TOTAL REQUIRED PARKING SPACES (COMMERCIAL AND PROFESSIONAL BUILDINGS)
 1 SPACE PER 300 SF REQUIRED
 8,823 SF/300=29.41 (30 SPACES)

PARKING SPACES REQUIRED = 30
 PARKING SPACES PROVIDED = 44
 STANDARD PARKING SPACES = 42
 H.C. PARKING SPACES = 2
 (1 H.C. / 25 SPACES MINIMUM)

SITE AREA CALCULATIONS:
 TOTAL EXISTING BUILDING AREA = 0.0 SF
 TOTAL EXISTING PERVIOUS AREA = 47,494 SF
 TOTAL EXISTING IMPERVIOUS AREA = 0.0 SF

TOTAL PROPOSED BUILDING FOOT PRINT = 4,710 SF (8,823 GROSS)
 TOTAL PROPOSED IMPERVIOUS AREA = 30,347 SF (63%)
 TOTAL PROPOSED PERVIOUS AREA = 17,147 SF (37%)

TOTAL PROJECT AREA = 47,494 SF



Revisions:

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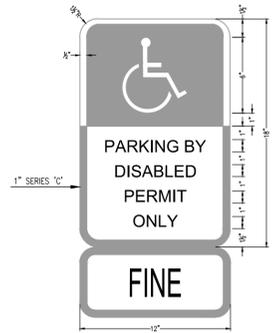
DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

SITE PLAN

Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No. C2.0

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 Civil Engineers and Surveyors

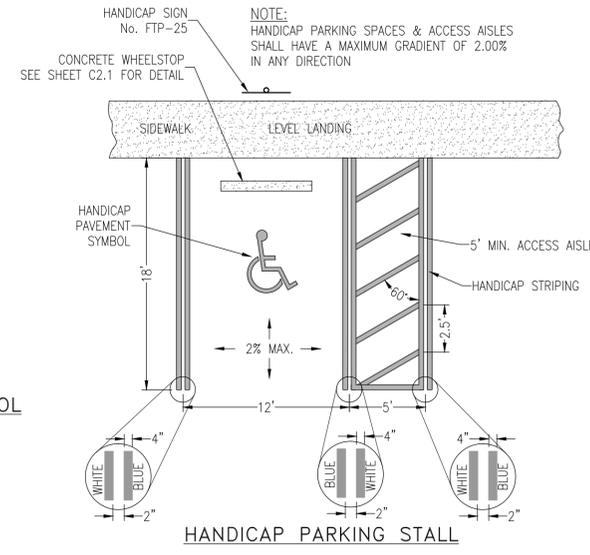
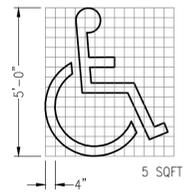
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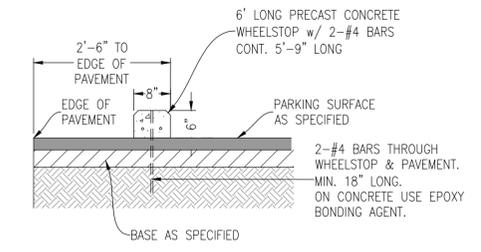
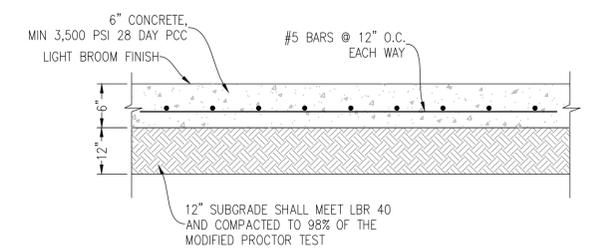
NOTES:

1. TOP PORTION OF FTP 25 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. SIGNS ARE TO BE MOUNTED AT STANDARD HEIGHT. (7' FROM PAVEMENT TO BOTTOM OF SIGN).
5. SIGN COLUMN TO BE AS PER F.D.O.T. STANDARDS, INDEX NO'S 11860 AND 11865.

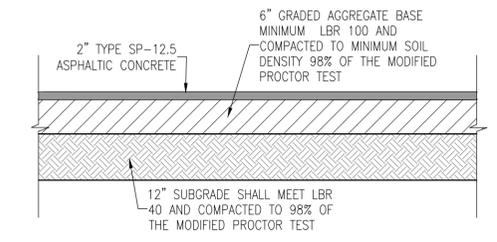
SIGN USED AS PER FLORIDA STATUTES
FTP 25 Per FS 316.1955, FS 316.1956



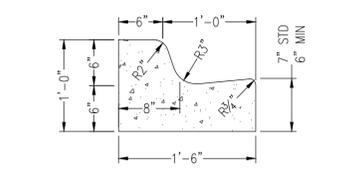
HANDICAP PARKING STALL DETAILS
N.T.S.



WHEEL STOP DETAIL
N.T.S.



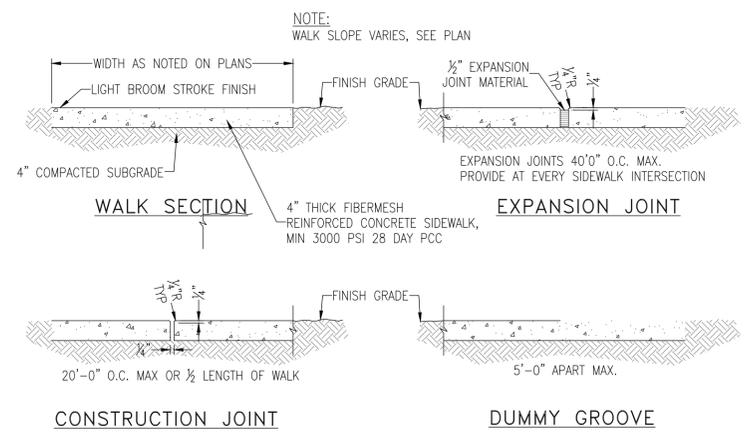
ON-SITE ASPHALT PAVEMENT DETAIL
N.T.S.



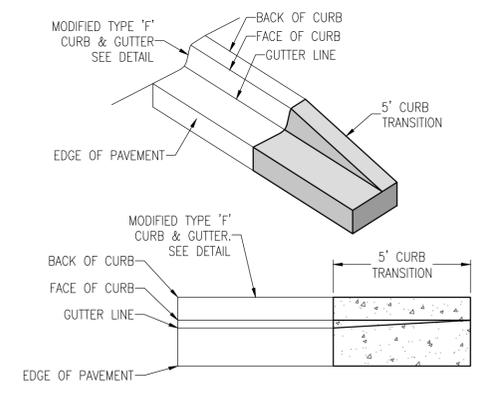
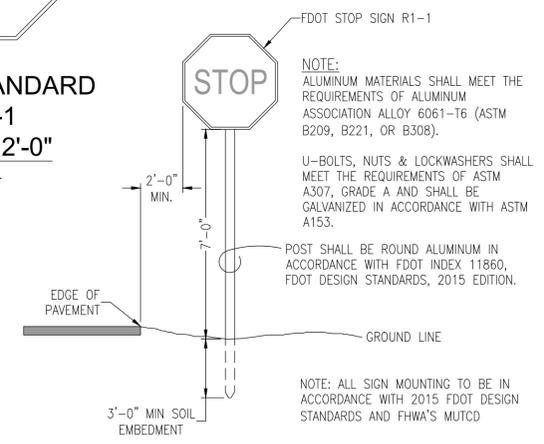
NOTES:

1. WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.
2. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
3. EXPANSION JOINTS ARE TO BE 30' ON CENTER. TYPICAL FOR ALL CURB.

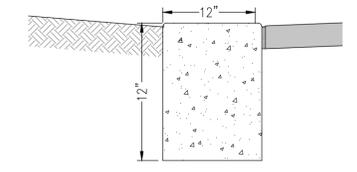
MODIFIED TYPE 'F' CURB & GUTTER
N.T.S.



FDOT STANDARD R1-1
2'-0" x 2'-0"
N.T.S.



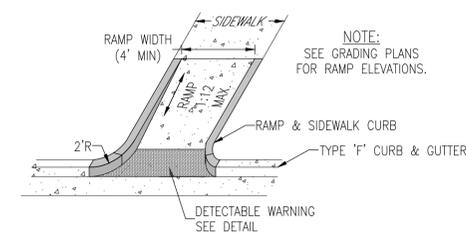
MODIFIED TYPE 'F' CURB TRANSITION
N.T.S.



NOTES:

1. ALL CURB TO HAVE DUMMY JOINT AT 10' ON CENTER. MIN. DEPTH OF JOINT TO BE 2".
2. EXPANSION JOINTS ARE TO BE 30' ON CENTER. TYPICAL FOR ALL CURB.

12" RIBBON CURB
N.T.S.



PEDESTRIAN ACCESS RAMP
N.T.S.

Revisions:

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Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

NOT FOR DESIGN DEVELOPMENT CONSTRUCTION

SITE DETAILS

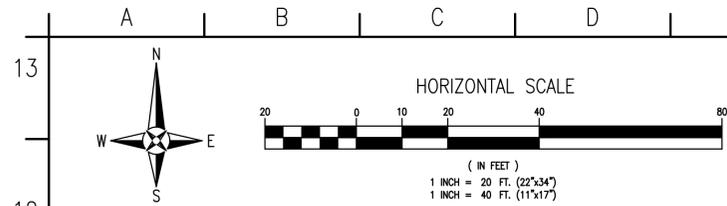
Project Date: March 10, 2016

Project No.: 15001.03

Drawing No.

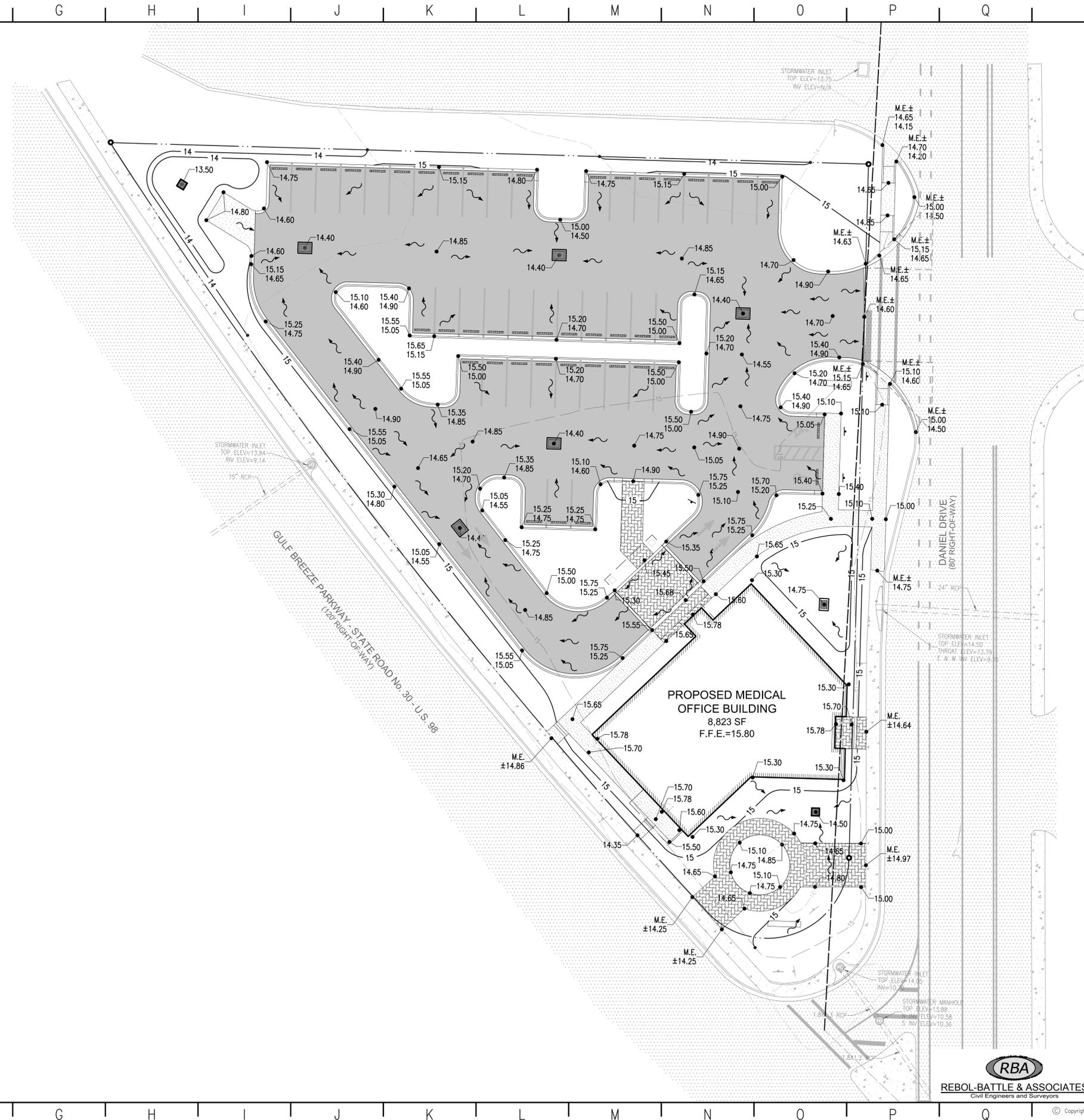


C2.1



LEGEND	
	EXISTING ASPHALT
	EXISTING CONCRETE
	PROPOSED ASPHALT
	PROPOSED CONCRETE
	EXISTING CONTOUR
	PROPOSED CONTOUR
	BENCHMARK
	FLOW ARROW
	100.00 (BACK OF CURB)
	99.50 (EDGE OF PAVEMENT)
	100.00 PROPOSED SPOT ELEVATION
	100.00 M.E. MATCH EXISTING

- GENERAL NOTES:**
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE REQUIREMENTS AND STANDARDS OF ALL GOVERNING AUTHORITIES.
 - PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONFIRMING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AGENCIES.
 - THE LOCATION OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON INFORMATION PROVIDED BY THE UTILITIES AND SHALL BE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO STARTING CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE.
 - THE CONTRACTOR SHALL NOTIFY THE SUPERINTENDENTS OF THE WATER, SANITARY SEWER, GAS, TELEPHONE, CABLE TELEVISION, AND POWER COMPANIES 10 DAYS IN ADVANCE THAT HE INTENDS TO START WORK IN A SPECIFIED AREA. THE OWNER DISCLAIMS ANY RESPONSIBILITY FOR THE SUPPORT AND PROTECTION OF SEWERS, DRAINS, WATER PIPES, GAS PIPES, CONDUITS OF ANY KIND, UTILITIES OR OTHER STRUCTURES OWNED BY THE CITY, COUNTY, STATE OR BY PRIVATE OR PUBLIC UTILITIES LEGALLY OCCUPYING ANY STREET, ALLEY, PUBLIC PLACE OR RIGHT-OF-WAY.
 - SITE CLEARING SHALL INCLUDE THE LOCATION AND REMOVAL OF ALL UNDERGROUND STRUCTURES, WHICH ARE NOT IN SERVICE AS NECESSARY FOR THE INSTALLATION OF PROPOSED IMPROVEMENTS. THESE INCLUDE PIPES, VALVES, DRAINAGE STRUCTURES, ETC., AS INDICATED ON THE CONTRACT PLANS. THE CONTRACTOR SHALL NOTIFY THE PROJECT OWNER AND ENGINEER OF ALL DISCOVERED UNDERGROUND STRUCTURES WHICH ARE IN CONFLICT WITH THE INSTALLATION OF THE PROPOSED IMPROVEMENTS AND ARE NOT INDICATED ON THE CONTRACT PLANS OR LOCATED IN THE FIELD BY UTILITIES IN ACCORDANCE WITH GENERAL NOTES.
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 - THE CONTRACTOR SHALL MAINTAIN TRAFFIC CONTROL IN ACCORDANCE WITH FDOT STANDARD INDEX 600 (LATEST EDITION), FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND IN ACCORDANCE WITH ALL PERMIT REQUIREMENTS.
 - THE CONTRACTOR SHALL PLACE AND MAINTAIN ADEQUATE BARRICADES, CONSTRUCTION SIGNS, FLASHING LIGHTS, TORCHES, RED LANTERNS AND GUARDS DURING PROGRESS OF CONSTRUCTION WORK, IN ACCORDANCE WITH APPLICABLE MUTCD INDEX.
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 - THE ENGINEER OF RECORD SHALL BE RESPONSIBLE FOR SUBMITTING THE 'AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE' 62-330.310(1). THIS FORM SHALL BE SUBMITTED CONCURRENTLY WITH THE AS BUILT CERTIFICATION.
 - THE OPERATION AND MAINTENANCE OF THE FACILITY WILL BE THE RESPONSIBILITY OF THE OWNER, AS IN ACCORDANCE WITH THE APPROVED PERMIT.
 - THE CONTRACTOR SHALL NOTIFY FDOT 48 HOURS IN ADVANCE PRIOR TO INITIATING ANY WORK IN THE STATE RIGHTS-OF-WAY.



Revisions:

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Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

GRADING PLAN

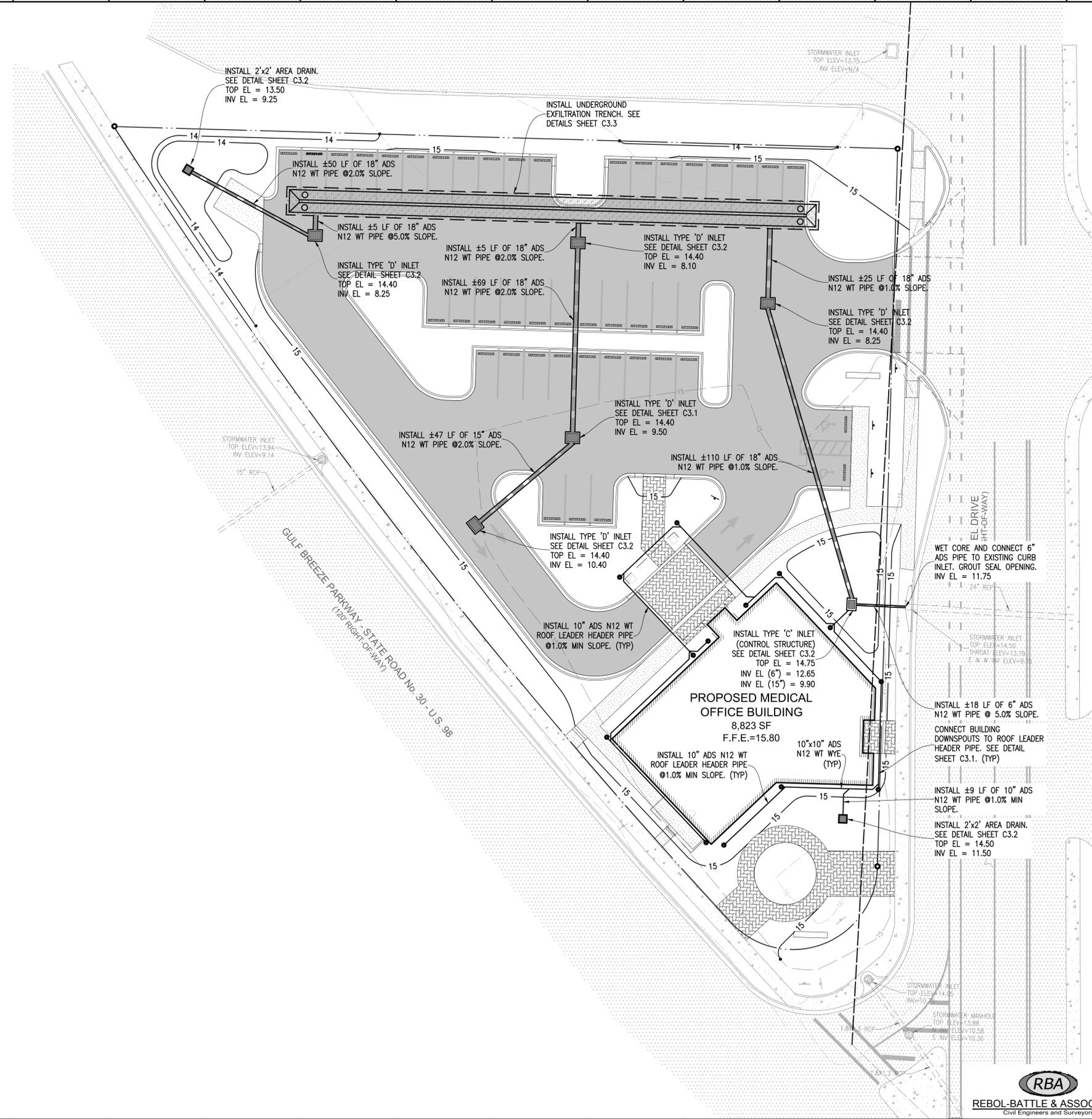
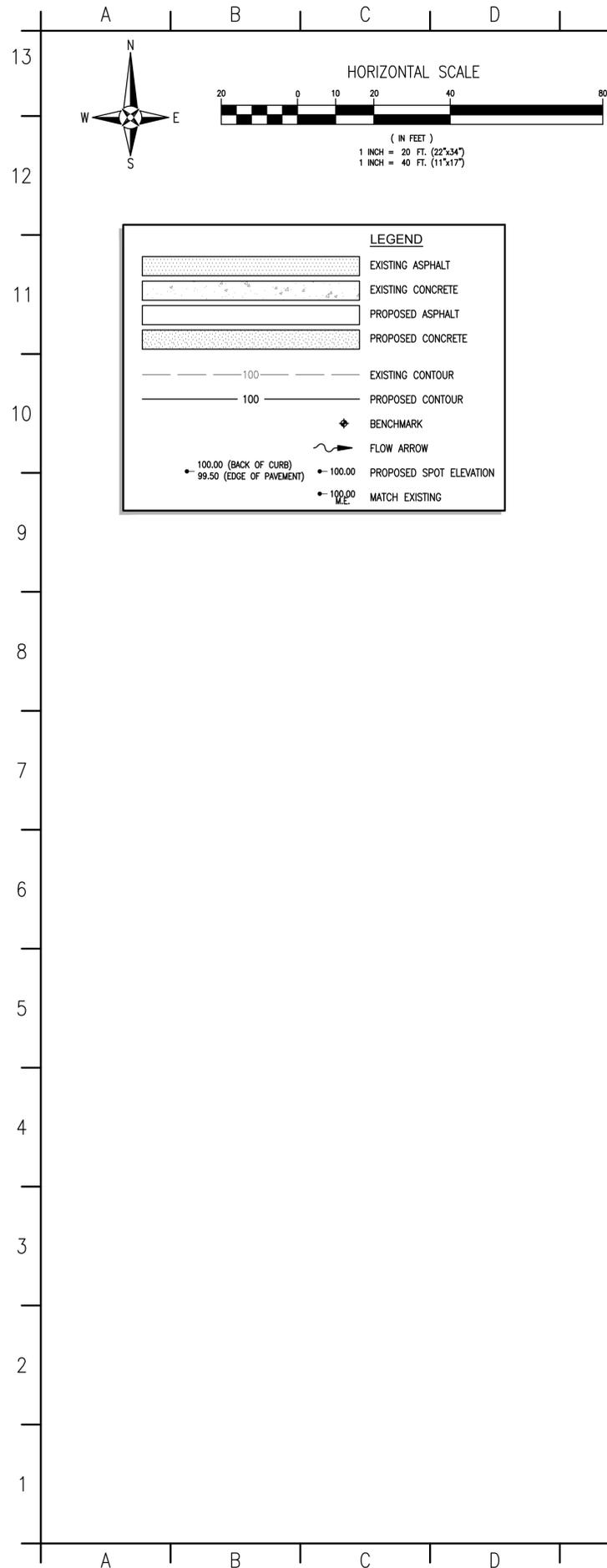
Project Date: March 10, 2016

Project No.: 15001.03

Drawing No. **C3.0**

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Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

DRAINAGE PLAN

Project Date: March 10, 2016
Project No.: 15001.03
Drawing No. C3.1

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A B C D E F G H I J K L M N O P Q

13 12 11 10 9 8 7 6 5 4 3 2 1

TYPICAL TRENCH DETAIL

RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN. TRENCH WIDTH
4"	21"
6"	23"
8"	26"
10"	28"
12"	30"
15"	34"
18"	39"
24"	48"
30"	56"
36"	64"
42"	72"
48"	80"
54"	88"
60"	96"

MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS

PIPE DIAM.	H-25 SURFACE LIVE LOADING CONDITION	HEAVY CONSTRUCTION (75T AXLE LOAD) *
12" - 48"	12"	48"
54" - 60"	24"	60"

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER

MINIMUM RECOMMENDED COVER BASED ON RAILWAY LOADING CONDITIONS

PIPE DIAM.	COOPER E-80**
UP TO 24"	24"
30" - 36"	36"
42" - 60"	48"

** COVER IS MEASURED FROM TOP OF PIPE TO BOTTOM OF RAILWAY TIE.
*** E-80 COVER REQUIREMENTS, ARE ONLY APPLICABLE TO ASTM F 2306 PIPE.

NOTES:

- ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST EDITION.
- MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
- FOUNDATION:** WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER, AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
- BEDDING:** SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER, UNLESS OTHERWISE NOTED BY THE ENGINEER. MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm), 6" (150mm) FOR 30"-60" (750mm-900mm).
- INITIAL BACKFILL:** SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING NOT LESS THAN 6" ABOVE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
- MINIMUM COVER:** MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 54"-60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT.

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ADVANCED DRAINAGE SYSTEMS, INC. (ADS) HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT. NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN ARE GENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEET OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

TYPICAL TRENCH DETAIL

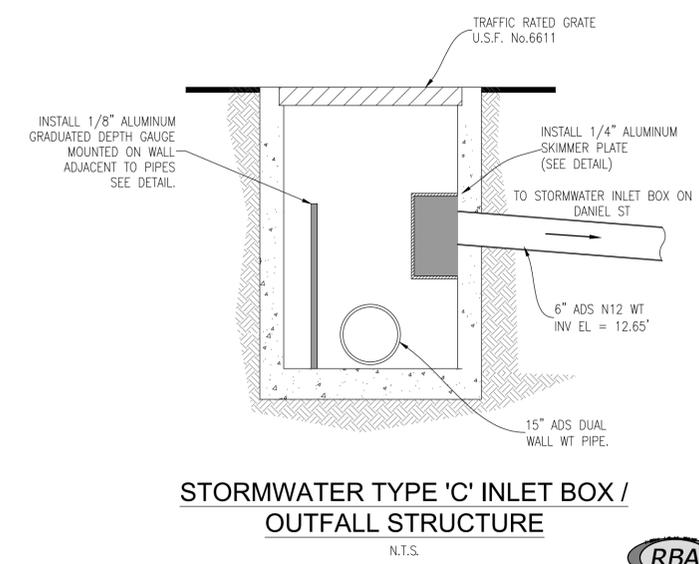
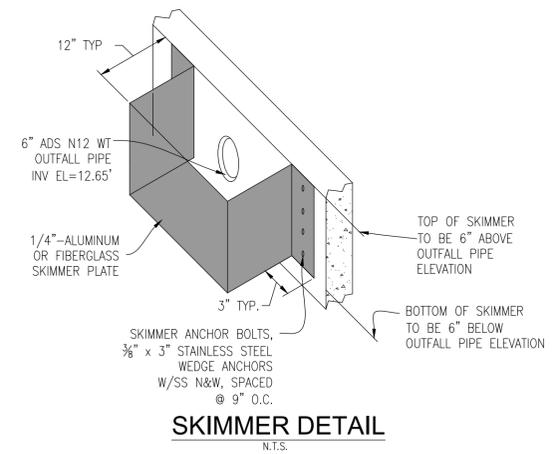
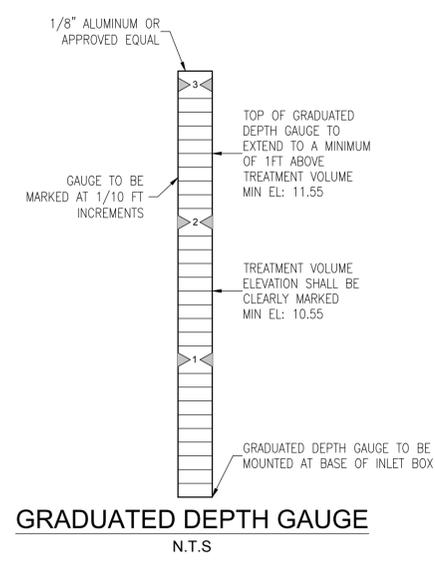
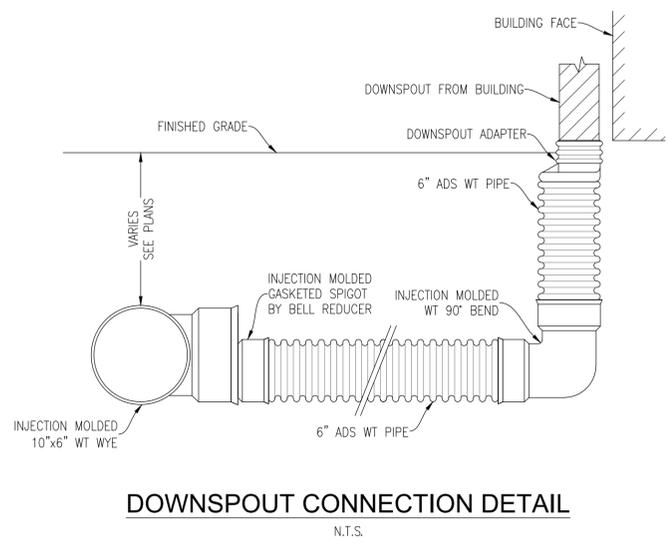
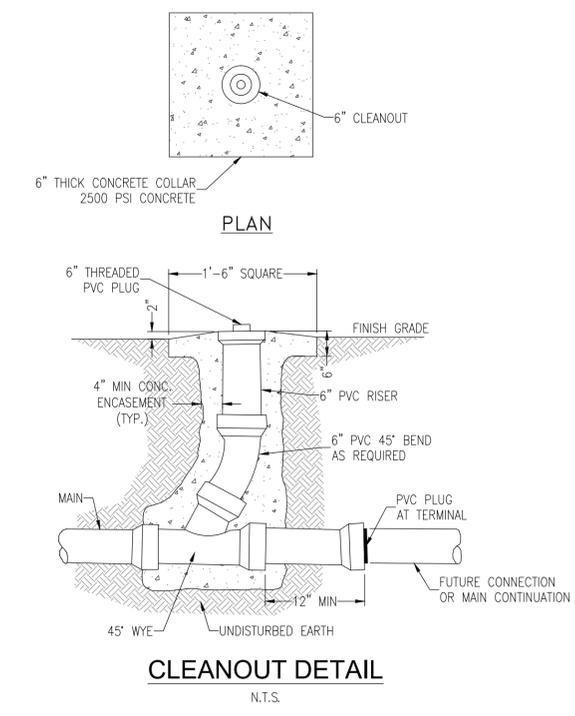
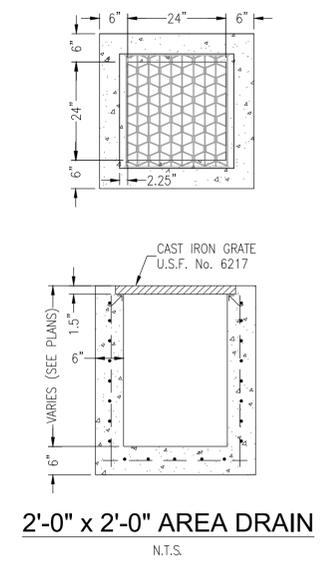
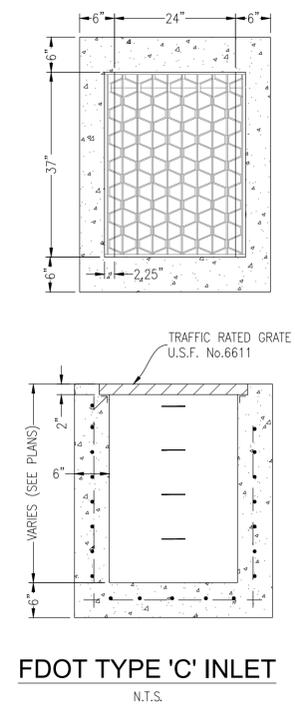
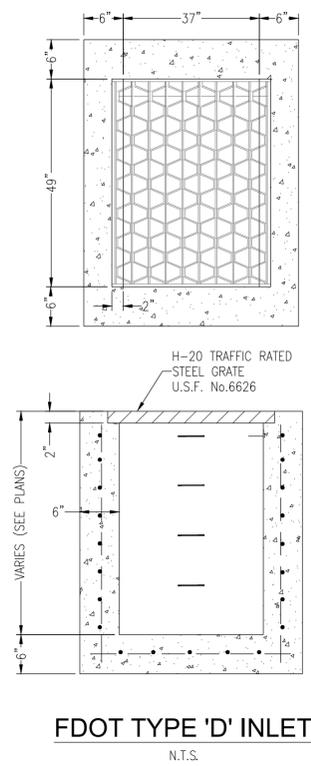
REV.	ADDED E-OR INFORMATION	TJR	DATE	CHKD
2				
1				

DRAWING NUMBER: STD-101

4440 TRILEMAN BLVD
HILLIARD, OHIO 43026

ADS
ADVANCED DRAINAGE SYSTEMS, INC.

10/18/06
N.T.S.
1 OF 1



Revisions:

George Koper Associates, PA
3001 North 12th Avenue
Pensacola, FL 32503
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Fax (850) 435-1030

GKA

Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

DESIGN DEVELOPMENT

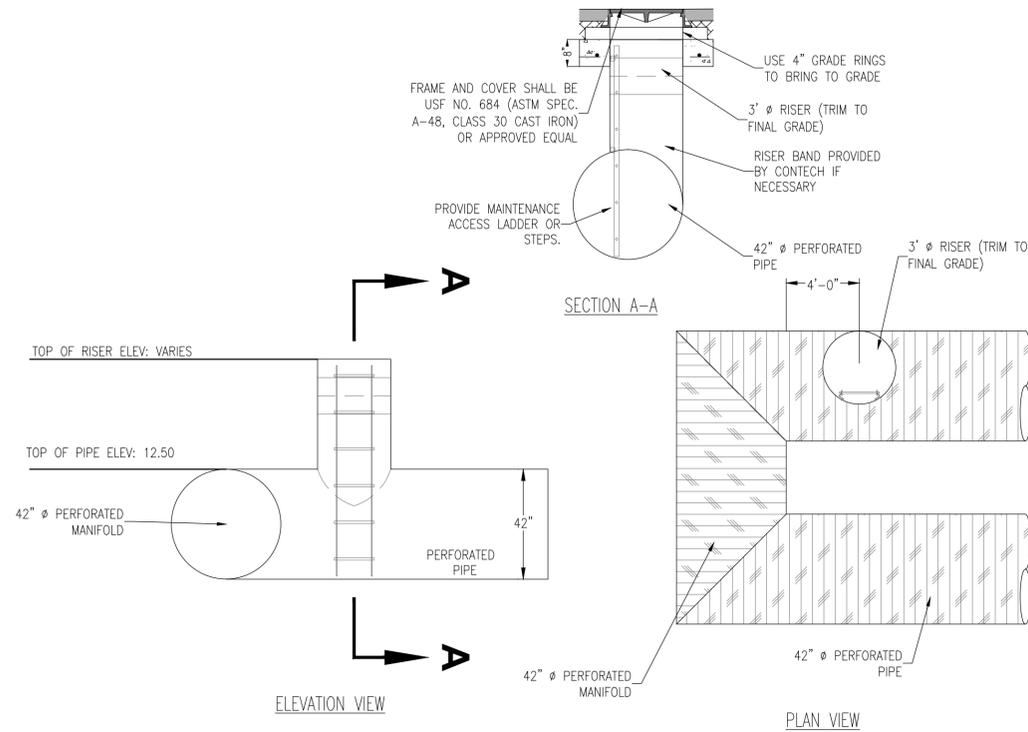
NOT FOR CONSTRUCTION

DRAINAGE DETAILS

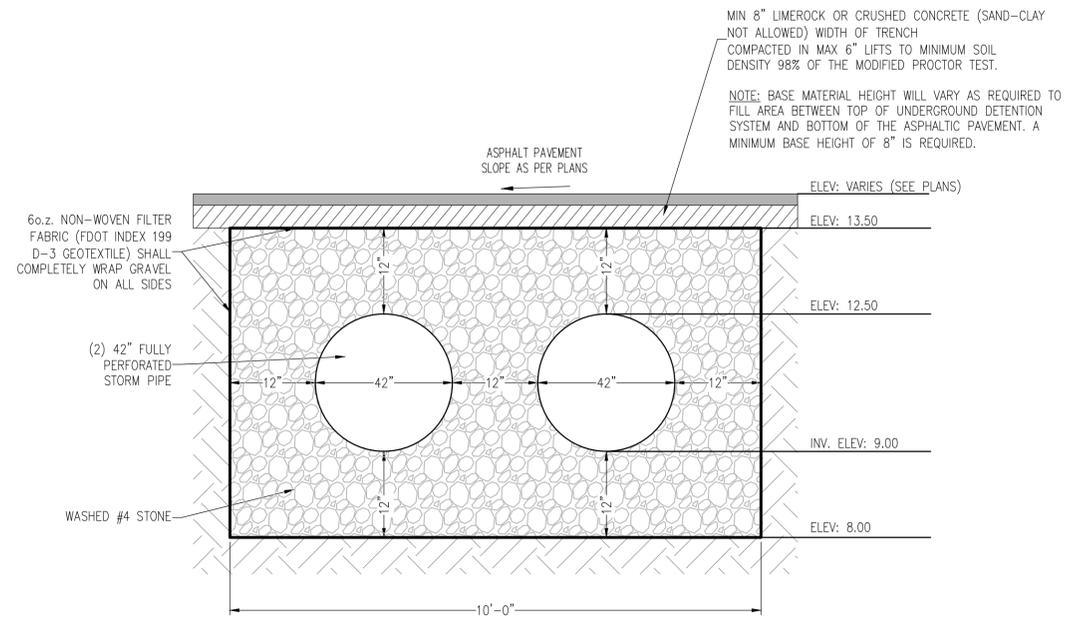
Project Date: March 10, 2016
Project No.: 15001.03
Drawing No. C3.2

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

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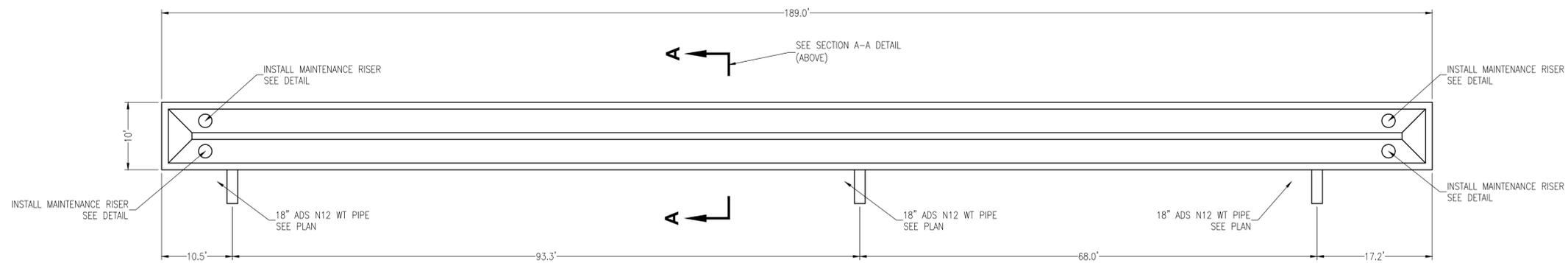


**TYPICAL RISER DETAILS FOR
UNDERGROUND DETENTION SYSTEM**
N.T.S



UNDERGROUND EXFILTRATION SYSTEM SECTION A-A DETAIL
N.T.S

NOTES: 1. THE GRAVEL BED SHALL BE WASHED #4 STONE WITH NO FINES.
2. THE GRAVEL & FILTER BED SHALL BE COMPLETELY SURROUNDED WITH FILTER FABRIC.



**UNDERGROUND EXFILTRATION TRENCH
GEOMETRY PLAN**
N.T.S

Revisions:

George Koper Associates, PA
3001 North 12th Avenue
Pensacola, FL 32503
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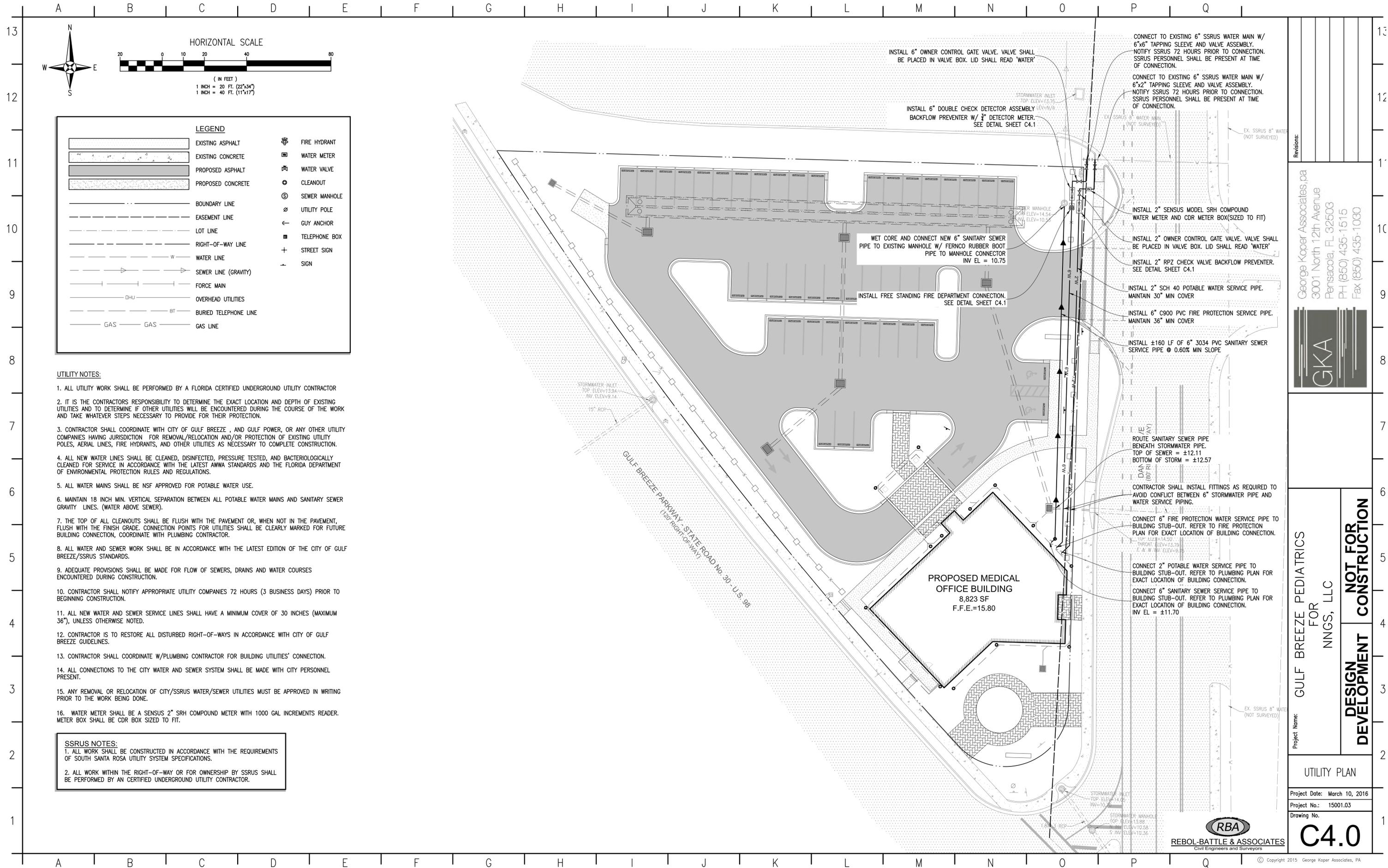


Project Name: GULF BREEZE PEDIATRICS
FOR
NINGS, LLC
DESIGN DEVELOPMENT
NOT FOR CONSTRUCTION

DRAINAGE DETAILS
Project Date: March 10, 2016
Project No.: 15001.03
Drawing No.

C3.3





LEGEND			
[Pattern]	EXISTING ASPHALT	[Symbol]	FIRE HYDRANT
[Pattern]	EXISTING CONCRETE	[Symbol]	WATER METER
[Pattern]	PROPOSED ASPHALT	[Symbol]	WATER VALVE
[Pattern]	PROPOSED CONCRETE	[Symbol]	CLEANOUT
[Line]	BOUNDARY LINE	[Symbol]	SEWER MANHOLE
[Line]	EASEMENT LINE	[Symbol]	UTILITY POLE
[Line]	LOT LINE	[Symbol]	GUY ANCHOR
[Line]	RIGHT-OF-WAY LINE	[Symbol]	TELEPHONE BOX
[Line]	WATER LINE	[Symbol]	STREET SIGN
[Line]	SEWER LINE (GRAVITY)	[Symbol]	SIGN
[Line]	FORCE MAIN		
[Line]	OVERHEAD UTILITIES		
[Line]	BURIED TELEPHONE LINE		
[Line]	GAS		

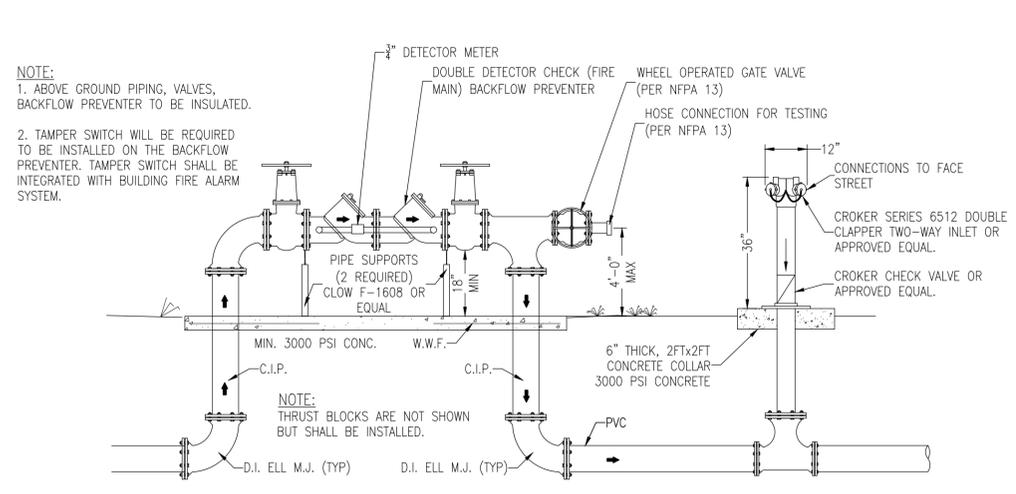
- UTILITY NOTES:**
- ALL UTILITY WORK SHALL BE PERFORMED BY A FLORIDA CERTIFIED UNDERGROUND UTILITY CONTRACTOR
 - IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE THE EXACT LOCATION AND DEPTH OF EXISTING UTILITIES AND TO DETERMINE IF OTHER UTILITIES WILL BE ENCOUNTERED DURING THE COURSE OF THE WORK AND TAKE WHATEVER STEPS NECESSARY TO PROVIDE FOR THEIR PROTECTION.
 - CONTRACTOR SHALL COORDINATE WITH CITY OF GULF BREEZE, AND GULF POWER, OR ANY OTHER UTILITY COMPANIES HAVING JURISDICTION FOR REMOVAL/RELOCATION AND/OR PROTECTION OF EXISTING UTILITY POLES, AERIAL LINES, FIRE HYDRANTS, AND OTHER UTILITIES AS NECESSARY TO COMPLETE CONSTRUCTION.
 - ALL NEW WATER LINES SHALL BE CLEANED, DISINFECTED, PRESSURE TESTED, AND BACTERIOLOGICALLY CLEANED FOR SERVICE IN ACCORDANCE WITH THE LATEST ANWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES AND REGULATIONS.
 - ALL WATER MAINS SHALL BE NSF APPROVED FOR POTABLE WATER USE.
 - MAINTAIN 18 INCH MIN. VERTICAL SEPARATION BETWEEN ALL POTABLE WATER MAINS AND SANITARY SEWER GRAVITY LINES. (WATER ABOVE SEWER).
 - THE TOP OF ALL CLEANOUTS SHALL BE FLUSH WITH THE PAVEMENT OR, WHEN NOT IN THE PAVEMENT, FLUSH WITH THE FINISH GRADE. CONNECTION POINTS FOR UTILITIES SHALL BE CLEARLY MARKED FOR FUTURE BUILDING CONNECTION, COORDINATE WITH PLUMBING CONTRACTOR.
 - ALL WATER AND SEWER WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE CITY OF GULF BREEZE/SSRUS STANDARDS.
 - ADEQUATE PROVISIONS SHALL BE MADE FOR FLOW OF SEWERS, DRAINS AND WATER COURSES ENCOUNTERED DURING CONSTRUCTION.
 - CONTRACTOR SHALL NOTIFY APPROPRIATE UTILITY COMPANIES 72 HOURS (3 BUSINESS DAYS) PRIOR TO BEGINNING CONSTRUCTION.
 - ALL NEW WATER AND SEWER SERVICE LINES SHALL HAVE A MINIMUM COVER OF 30 INCHES (MAXIMUM 36"), UNLESS OTHERWISE NOTED.
 - CONTRACTOR IS TO RESTORE ALL DISTURBED RIGHT-OF-WAYS IN ACCORDANCE WITH CITY OF GULF BREEZE GUIDELINES.
 - CONTRACTOR SHALL COORDINATE W/PLUMBING CONTRACTOR FOR BUILDING UTILITIES' CONNECTION.
 - ALL CONNECTIONS TO THE CITY WATER AND SEWER SYSTEM SHALL BE MADE WITH CITY PERSONNEL PRESENT.
 - ANY REMOVAL OR RELOCATION OF CITY/SSRUS WATER/SEWER UTILITIES MUST BE APPROVED IN WRITING PRIOR TO THE WORK BEING DONE.
 - WATER METER SHALL BE A SENSUS 2" SRH COMPOUND METER WITH 1000 GAL INCREMENTS READER. METER BOX SHALL BE CDR BOX SIZED TO FIT.

SSRUS NOTES:

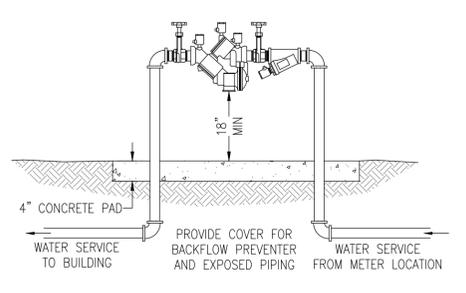
- ALL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF SOUTH SANTA ROSA UTILITY SYSTEM SPECIFICATIONS.
- ALL WORK WITHIN THE RIGHT-OF-WAY OR FOR OWNERSHIP BY SSRUS SHALL BE PERFORMED BY AN CERTIFIED UNDERGROUND UTILITY CONTRACTOR.

Revisions:	
George Koper Associates, PA 3001 North 12th Avenue Pensacola, FL 32503 PH (850) 435-1515 Fax (850) 435-1030	
GKA	
Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC	NOT FOR CONSTRUCTION
UTILITY PLAN	
Project Date: March 10, 2016	
Project No.: 15001.03	
Drawing No. C4.0	

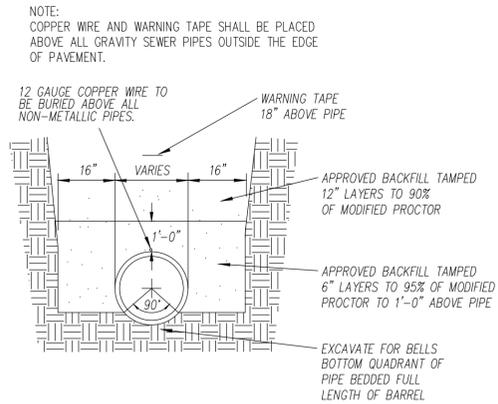




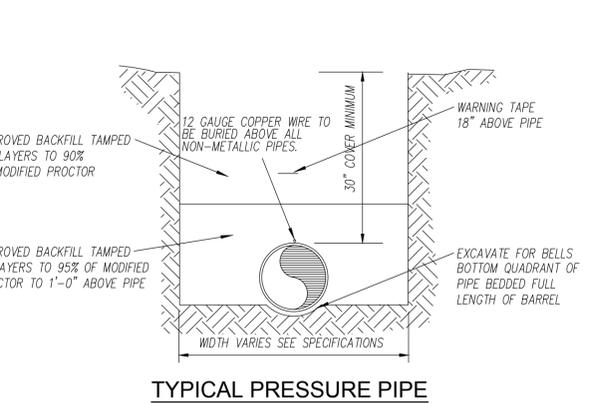
**DOUBLE DETECTOR BACKFLOW PREVENTER W/
FLOW TEST & FREE STANDING FIRE DEPARTMENT CONNECTION DETAIL**
N.T.S.



**REDUCED PRESSURE PRINCIPLE
BACKFLOW PREVENTION ASSEMBLY**
N.T.S.



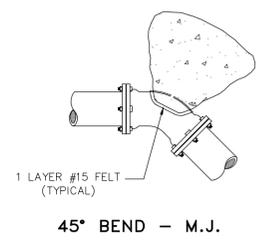
GRAVITY PIPE BEDDING DETAIL
NOT TO SCALE



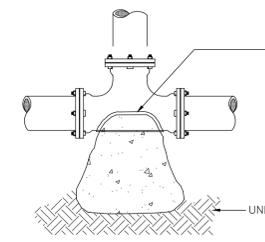
**TYPICAL PRESSURE PIPE
INSTALLATION DETAIL**
NOT TO SCALE

**MINIMUM THRUST BLOCK DIMENSIONS:
SURFACE AREA AGAINST UNDISTURBED SOIL**

FITTING PIPE SIZE	DEAD END OR TEE	90° BEND	45° BEND	22.5° BEND
4"	1' x 2'	1.5' x 1.5'	1' x 1.5'	1' x 1'
6"	2' x 2'	2.5' x 2.5'	2' x 1.5'	1' x 1.5'
8"	2.25' x 3'	3' x 3'	2' x 2.5'	1.5' x 1.5'
10"	3.5' x 3'	4' x 3.75'	2.75' x 3'	2' x 2'
12"	4' x 4'	4' x 5'	3' x 4'	2' x 3'
16"	5' x 5.5'	6' x 6.5'	4' x 5'	3' x 3.5'
18"	7' x 8'	8' x 10'	5' x 6'	4' x 4.5'
24"	7.75' x 8'	9.25' x 9.5'	6.5' x 7'	4.5' x 5.25'

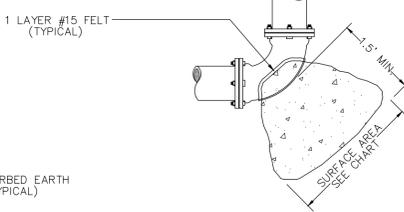


45° BEND - M.J.



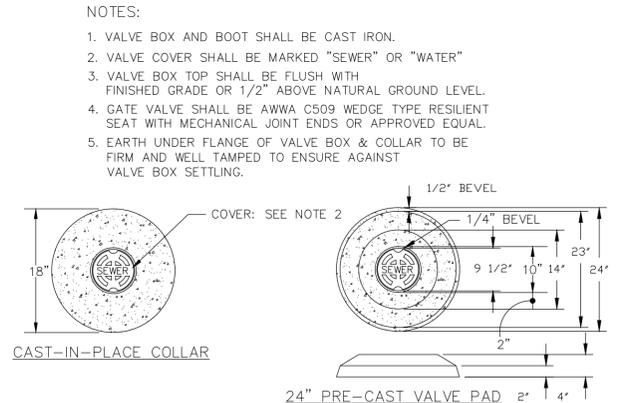
TEE - M.J.

- NOTES:
 1. ONE LAYER OF #15 FELT TO BE USED TO PREVENT ADHESION OF CONCRETE TO FITTING.
 2. ALL THRUST BLOCKS TO BE BACKED AGAINST UNDISTURBED SOIL.
 3. THRUST BLOCK DIMENSIONS BASED ON SM SOIL CLASSIFICATION.
 4. CONCRETE MIN. 2,500 PSI.
 5. JOINT RESTRAINTS ARE TO BE USED ON ALL FITTINGS, THRUST BLOCKS REQUIRED ON 90° BENDS, 45° BENDS, TEES, TAPPING SLEEVES, AND DEAD ENDS.

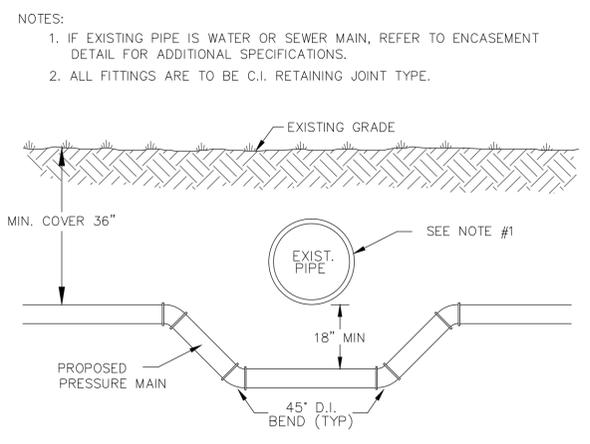


90° BEND - M.J.

TYPICAL THRUST BLOCK INSTALLATIONS
N.T.S.

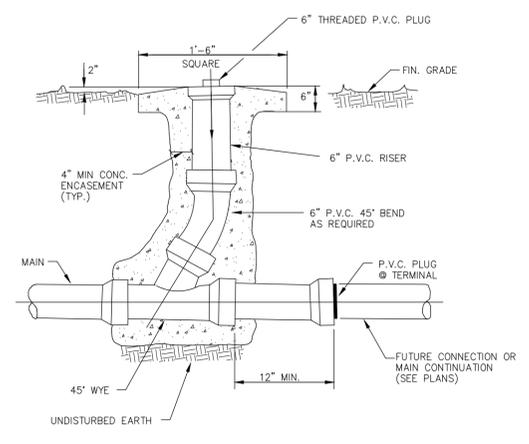


VALVE & BOX INSTALLATION
N.T.S.



CONFLICT DETAIL
N.T.S.

NOTE: CONTRACTOR SHALL BE REQUIRED TO ADJUST UTILITIES (WATER MAINS, GAS MAINS, ETC.) AS NECESSARY TO AVOID CONFLICTS.



CLEANOUT DETAIL
N.T.S.

Revisions:

George Koper Associates, PA
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GKA

Project Name: **GULF BREEZE PEDIATRICS FOR NINGS, LLC**

DESIGN DEVELOPMENT

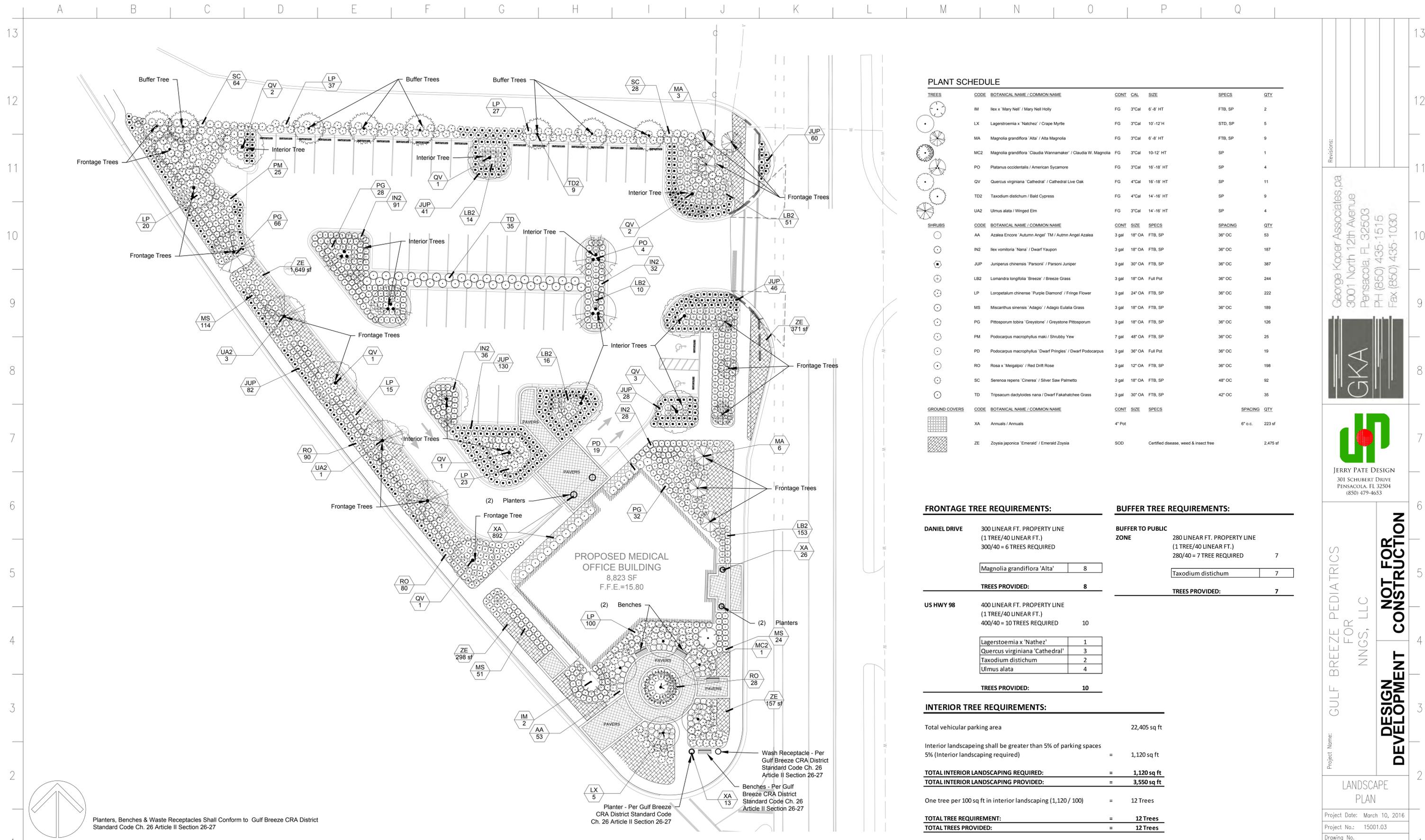
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UTILITY DETAILS

Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No. **C4.1**

RBA
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 Civil Engineers and Surveyors

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Planters, Benches & Waste Receptacles Shall Conform to Gulf Breeze CRA District Standard Code Ch. 26 Article II Section 26-27

Planter - Per Gulf Breeze CRA District Standard Code Ch. 26 Article II Section 26-27

Wash Receptacle - Per Gulf Breeze CRA District Standard Code Ch. 26 Article II Section 26-27

Benches - Per Gulf Breeze CRA District Standard Code Ch. 26 Article II Section 26-27

PLANT SCHEDULE

TREES	CODE	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPECS	QTY	
IM		Ilex x 'Mary Nell' / Mary Nell Holly	FG	3"Cal	6'-8" HT	2	
LX		Lagerstroemia x 'Natchez' / Crape Myrtle	FG	3"Cal	10'-12"H	5	
MA		Magnolia grandiflora 'Alta' / Alta Magnolia	FG	3"Cal	6'-8" HT	9	
MC2		Magnolia grandiflora 'Claudia Wannamaker' / Claudia W. Magnolia	FG	3"Cal	10'-12" HT	1	
PO		Platanus occidentalis / American Sycamore	FG	3"Cal	16'-18" HT	4	
QV		Quercus virginiana 'Cathedral' / Cathedral Live Oak	FG	4"Cal	16'-18" HT	11	
TD2		Taxodium distichum / Bald Cypress	FG	4"Cal	14'-16" HT	9	
UA2		Ulmus alata / Winged Elm	FG	3"Cal	14'-16" HT	4	
JUP		Juniperus chinensis 'Parsonii' / Parsonii Juniper	3 gal	30" OA	FTB, SP	387	
LB2		Lomandra longifolia 'Breeze' / Breeze Grass	3 gal	18" OA	Full Pot	244	
LP		Loropetalum chinense 'Purple Diamond' / Fringe Flower	3 gal	24" OA	FTB, SP	222	
MS		Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	3 gal	18" OA	FTB, SP	189	
PG		Pittosporum tobira 'Greystone' / Greystone Pittosporum	3 gal	18" OA	FTB, SP	126	
PM		Podocarpus macrophyllus maki / Shrubby Yew	7 gal	48" OA	FTB, SP	25	
PD		Podocarpus macrophyllus 'Dwarf Pringles' / Dwarf Podocarpus	3 gal	36" OA	Full Pot	19	
RO		Rosa x 'Meigalpio' / Red Drift Rose	3 gal	12" OA	FTB, SP	198	
SC		Serenoa repens 'Cinerea' / Silver Saw Palmetto	3 gal	18" OA	FTB, SP	92	
TD		Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	3 gal	30" OA	FTB, SP	35	
SHRUBS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPECS	SPACING	QTY
AA		Azalea Encore 'Autumn Angel' TM / Autumn Angel Azalea	3 gal	18" OA	FTB, SP	36" OC	53
IN2		Ilex vomitoria 'Nana' / Dwarf Yaupon	3 gal	18" OA	FTB, SP	36" OC	187
JUP		Juniperus chinensis 'Parsonii' / Parsonii Juniper	3 gal	30" OA	FTB, SP	36" OC	387
LB2		Lomandra longifolia 'Breeze' / Breeze Grass	3 gal	18" OA	Full Pot	36" OC	244
LP		Loropetalum chinense 'Purple Diamond' / Fringe Flower	3 gal	24" OA	FTB, SP	36" OC	222
MS		Miscanthus sinensis 'Adagio' / Adagio Eulalia Grass	3 gal	18" OA	FTB, SP	36" OC	189
PG		Pittosporum tobira 'Greystone' / Greystone Pittosporum	3 gal	18" OA	FTB, SP	36" OC	126
PM		Podocarpus macrophyllus maki / Shrubby Yew	7 gal	48" OA	FTB, SP	36" OC	25
PD		Podocarpus macrophyllus 'Dwarf Pringles' / Dwarf Podocarpus	3 gal	36" OA	Full Pot	36" OC	19
RO		Rosa x 'Meigalpio' / Red Drift Rose	3 gal	12" OA	FTB, SP	36" OC	198
SC		Serenoa repens 'Cinerea' / Silver Saw Palmetto	3 gal	18" OA	FTB, SP	48" OC	92
TD		Tripsacum dactyloides nana / Dwarf Fakahatchee Grass	3 gal	30" OA	FTB, SP	42" OC	35
GROUND COVERS	CODE	BOTANICAL NAME / COMMON NAME	CONT	SIZE	SPECS	SPACING	QTY
XA		Annuals / Annuals	4" Pot			6" o.c.	223 sf
ZE		Zoysia japonica 'Emerald' / Emerald Zoysia	SOD		Certified disease, weed & insect free		2,475 sf

FRONTAGE TREE REQUIREMENTS:

DANIEL DRIVE 300 LINEAR FT. PROPERTY LINE
(1 TREE/40 LINEAR FT.)
300/40 = 6 TREES REQUIRED

Magnolia grandiflora 'Alta'	8
-----------------------------	---

TREES PROVIDED: 8

US HWY 98 400 LINEAR FT. PROPERTY LINE
(1 TREE/40 LINEAR FT.)
400/40 = 10 TREES REQUIRED

Lagerstroemia x 'Natchez'	1
Quercus virginiana 'Cathedral'	3
Taxodium distichum	2
Ulmus alata	4

TREES PROVIDED: 10

BUFFER TREE REQUIREMENTS:

BUFFER TO PUBLIC ZONE 280 LINEAR FT. PROPERTY LINE
(1 TREE/40 LINEAR FT.)
280/40 = 7 TREES REQUIRED

Taxodium distichum	7
--------------------	---

TREES PROVIDED: 7

INTERIOR TREE REQUIREMENTS:

Total vehicular parking area = 22,405 sq ft

Interior landscaping shall be greater than 5% of parking spaces
5% (Interior landscaping required) = 1,120 sq ft

TOTAL INTERIOR LANDSCAPING REQUIRED: = 1,120 sq ft
TOTAL INTERIOR LANDSCAPING PROVIDED: = 3,550 sq ft

One tree per 100 sq ft in interior landscaping (1,120 / 100) = 12 Trees

TOTAL TREE REQUIREMENT: = 12 Trees
TOTAL TREES PROVIDED: = 12 Trees

Revisions:

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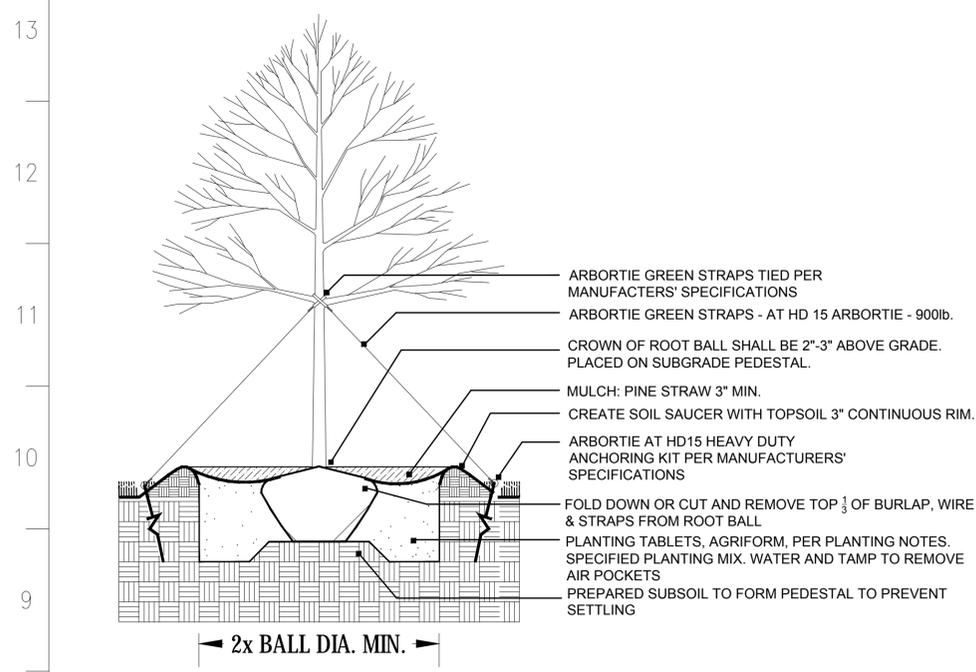
JERRY PATE DESIGN
301 SCHUBERT DRIVE
PENSACOLA, FL 32504
(850) 479-4653

Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC
NOT FOR CONSTRUCTION
DESIGN DEVELOPMENT

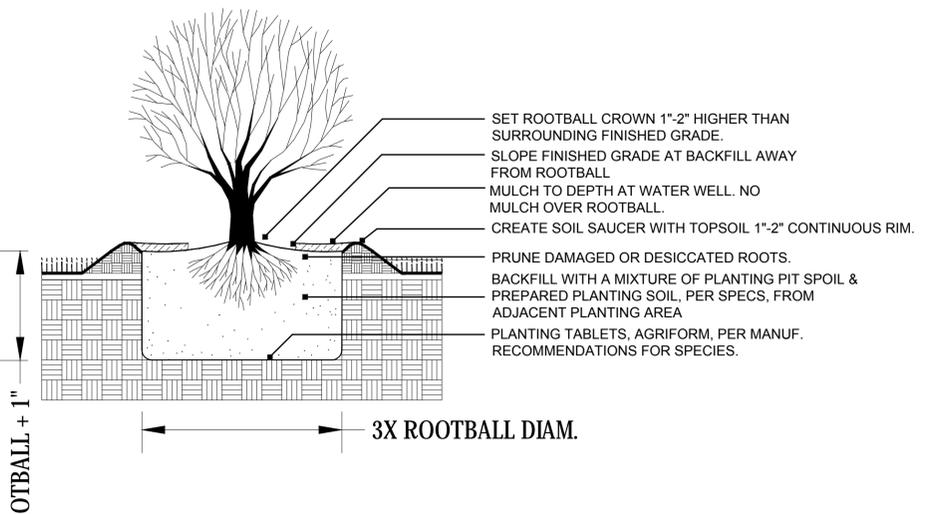
LANDSCAPE PLAN

Project Date: March 10, 2016
Project No.: 15001.03
Drawing No.

L1.1



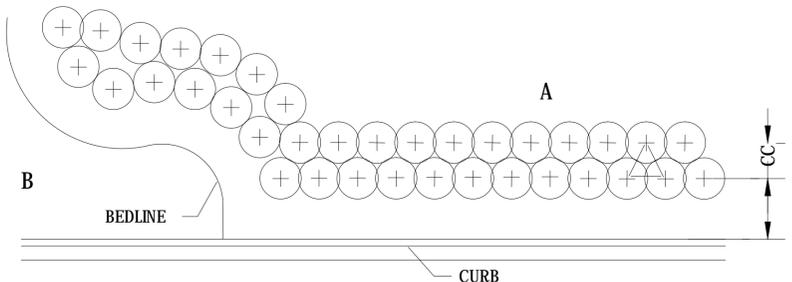
1 DECIDUOUS TREE PLANTING
N.T.S.



2 SHRUB PLANTING - BARE ROOT
N.T.S.

NOTES: TREE PLANTING (>2" CAL.)

- ALL PLANT MATERIALS SHALL BE IN ACCORDANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK (ANSI Z60.1-2004). PLANT ACCORDING TO ANSI A300 PART 6.
- DIG THE PLANTING HOLE A MINIMUM OF 2x WIDTH OF ROOTBALL FOR AT LEAST THE FIRST 12 INCHES OF DEPTH. BELOW 12 INCHES, DIG HOLE WIDE ENOUGH TO PERMIT ADJUSTING. DO NOT DIG THE HOLE DEEPER THAN ROOT BALL DEPTH.
- SCARIFY THE SUBGRADE AND SIDES OF THE PLANTING HOLE WHEN PLANTING IN CLAY SOILS (MORE THAN 15% CLAY).
- LIFT AND SET THE TREE BY ROOT BALL ONLY. DO NOT LIFT USING THE TREE TRUNK AND DO NOT USE TREE TRUNK AS A LEVER.
- SET THE TOP OF THE ROOT BALL 2"-3" HIGHER THAN THE SOIL SURFACE
- AFTER THE TREE IS SET IN PLACE. REMOVE BURLAP, WIRE AND STRAPS FROM AT LEAST THE UPPER 1/3 OF THE ROOTBALL.
- BACKFILL WITH EXISTING SOIL THAT HAS BEEN WELL-TILLED OR BROKEN UP. DO NOT ADD AMENDMENTS TO THE BACKFILL SOIL. AMEND THE SURFACE WITH MULCH.
- USE ARBOR TIE GREEN STRAPS HD15 ARBORTIE 900 LB W/ HEAVY DUTY ANCHORING KITS.
- ATTACH 3/4" NYLON WEBBING TO CONNECT THE TREE TO STAKES. ATTACH WEBBING AT 1/3 THE TREE HEIGHT.
- APPLY A 2-3" (SETTLED) DEPTH OF PINE STRAW OR BARK MULCH TO THE PLANTING SURFACE. LEAVE A 2" SPACE AROUND THE TRUNK FOR AIR CIRCULATION.
- PRUNING SHALL BE LIMITED TO DEAD, DISEASED, OR BROKEN LIMBS ONLY AND SHALL BE IN ACCORDANCE WITH ANSI A300 SPECIFICATIONS.
- REMOVE ANY TRUNK WRAP REMAINING AT TIME OF PLANTING. NO WRAPS SHALL BE PLACED ON TRUNK.
- FERTILIZE WITH AGRIFORM 21 GRAM TABLETS PER PLANTING NOTES



- A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR-SPACED IN ROWS PARALLEL TO THE STRAIGHT EDGE.
- B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII
- C FIRST ROW OF SHRUBS ADJACENT TO CURB, BEDLINES & CONCRETE SHALL BE A SPACED A DISTANCE OF THE ENTIRE SPACING (IN INCHES) SPECIFIED ON THE PLANT SCHEDULE.

3 TYPICAL PLANT SPACING DIAGRAM
N.T.S.

GENERAL NOTES

- All construction shall be in accordance with the plans and written notes. No substitutions shall be made without prior written approval by the landscape architect, Jerry Pate Design.
- Written dimensions shall take precedence over scaled dimensions. The Contractor shall verify and be responsible for all dimensions and conditions on the job. The landscape architect shall be notified of any variation from the dimensions and conditions shown on the plans.
- Landscape materials shall be adjusted in the field to avoid conflicts with any proposed or remaining utility structures, drainage structures, ditches, under drains, ditch blocks, storm water facilities and drainage discharge paths, existing signage, and existing lighting and their appurtenances. The Contractor shall not install the proposed improvements if a conflict exists. Any costs to remove and/or repair work adjusted that has not been approved previously by the landscape architect shall be at the Contractor's expense.
- Landscape improvements shall be installed by the Contractor in accordance with the most current FDOT Standard Specification 580, and any other planting specifications included in the Construction Documents.
- Plant quantities shown on the landscape plan are minimum only. The Contractor is responsible for the Contractor's own quantity take-off, and shall provide all plant material required to fill the planting beds at the spacing indicated on the planting legend.
- Planting for all plant material and the protection of existing trees to remain shall be in accordance with the most current FDOT Design Standard Index 987, and the details in the Construction Documents.
- The Contractor shall insure that, prior to moving on site, all equipment which last operated in places known to be infested with noxious weeds is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds.
- The Contractor shall not bring any hazardous materials onto the job site. If the Contractor needs hazardous materials to perform the contracted work, the contractor shall request, in writing, advance permission from the Owner. If any known or suspected hazardous materials is found on the project, the Contractor shall immediately notify the Owner.
- Any public land survey system corner or any monument that perpetuates the Right-of-Way within the limits of construction is to be protected by the contractor. If a monument is in danger of being destroyed and has not been properly referenced, the Contractor should notify the Owner.

PLANTING BED PREPARATION

- All trash, asphalt, concrete signage, weeds and other spoilage shall be removed from site prior to mobilization of planting contractor.
- All areas to be planted or sodded shall be graded to site specifications prior to mobilization of planting contractor.
- Contractor shall confirm all planting beds are not compacted beyond 85 percent to ensure drainage. Should compacted soils exist, soils shall be excavated and replaced with well-draining soil prior to mobilization of planting contractor. No parking lot sub-base, asphalt material or concrete spoils shall remain in planting beds.
- All existing vegetation shall be removed in all planting bed areas unless otherwise noted on the plans. Herbicide manufacturer specifications and instructions shall be followed as to treatment dilution, mix, application, and time periods between applications as applicable to assure weeds are eliminated from the planting beds prior to commencing planting. All personnel involved in the chemical program are to receive the proper training and licensure, and follow the operating guidelines provided by FDOT for chemical control. Contact the Escambia County Extension Service for additional information regarding herbicides, pesticides, and required licenses.
- Representative soil samples (3 minimum) from varying areas throughout the project shall be taken and provided to the owner's representative. Based upon the soil sample results and recommendations from the testing laboratory, the contractor shall incorporate all soil amendments / fertilizer necessary to correct any soil deficiencies so that optimal plant health can occur.
- All soil amendments shall be added to the planting beds and incorporated into the soil prior to commencing final grading and planting. All beds shall be graded to provide positive drainage with no areas where standing water could occur.
- All planting bed areas shall be treated with a pre-emergent herbicide to assure that weeds will be controlled

UTILITY NOTES

- The locations of the utilities shown on the plans should be considered approximate only, and interpolations between these points have not been verified.
- HYDROLOGICAL ENGINEERING CONSULTANTS, INC. (HCEC) HAS CONDUCTED A UTILITY LOCATING SURVEY OF THE PROJECT AREA. THE RESULTS OF THIS SURVEY ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND COORDINATING WITH ALL UTILITIES COMPANIES PRIOR TO CONSTRUCTION.
- The Contractor shall coordinate with the utility companies during construction. No Utility is to be relocated. Planting shall be adjusted horizontally, at the direction of the landscape architect, to address any Utility conflicts.

PLANTING NOTES

- The landscape installation must be properly sequenced with other construction so that the landscape is not damaged by other work/trades and vice versa.
- The Contractor shall verify the existence of and stake all utilities prior to construction. Excavation of plant pits located within 5' of utilities shall be performed by hand. Any utility and plant material conflicts shall be brought to the attention of the landscape architect prior to installation, or field adjustments.
- All plants shall meet size, container, and spacing specifications as shown in the plant schedule. The contractor shall guarantee plant health and survivability for one year from date of project acceptance by the landscape architect. Any material not meeting specifications or displaying poor health shall be replaced at Contractor's expense within two weeks of notice.
- All plant material shall be Florida No. 1 or better, unless otherwise noted, as set forth in the current edition of the 'Grades and Standards for Nursery Plants,' State of Florida. Notify the landscape architect a minimum of one week prior to plant delivery to schedule on-site inspection upon delivery. Installed plant material not meeting specifications shall be removed and replaced at contractor's expense. All plants must be brought to the site free of weeds. Additionally, the contractor shall provide the landscape architect with representative plant photos to approve for all plant materials prior to any plant delivery. Measuring sticks shall be shown in photos, as appropriate.
- All plant materials indicated with a gallon size shall be container grown and within a container appropriate for the plant size. Root bound plants shall not be accepted. No substitutions shall be permitted without prior approval of the landscape architect.
- The landscape architect reserves the right to make planting bed field changes to accommodate site conditions and to achieve the design intent. The Contractor shall flag all tree and bedline locations for approval of landscape architect prior to any installation.
- The Contractor shall conduct representative soil analysis prior to the installation of any plant material. The Contractor shall notify the landscape architect of any improper soil condition including nutritional deficiencies, wetness, muck, debris, etc. and shall recommend to the landscape architect, prior to installation, all soil amendments that may be necessary to promote healthy vigorous plant growth. The soil sample test results shall include, at a minimum, pH, primary macronutrients, micronutrients, percentage of organic matter, and soil texture. Submit all soil samples and amendment recommendations to the landscape architect for review. The contractor is ultimately responsible for all appropriate soil amendments and a properly prepared finished soil layer in accordance with FDOT Standard Specifications 162 and 967.
- The Contractor shall repair or replace any existing vegetation intended to remain that is disturbed by plant material installation activities. This repair /replacement shall blend seamlessly with the existing landscape.
- The Contractor shall coordinate with all other trades and plans in preparing planting areas, including final grade elevations.
- All plant material must be planted immediately upon delivery to the site and watered in, by hand if the irrigation system is not yet functioning properly. Any plant material not installed within 6 hours of delivery to the site must be stored in an approved, protected holding area and shall be watered as necessary to maintain plant health and quality. All black plastic placed around tree rootballs shall be removed immediately upon delivery to the site. Burlap wrapping shall stay in place. For trees not planted within 6 hours of delivery to the site, water shall be immediately applied to the rootball and foliage. The tops shall be untied and the trees stored upright with mulch, pine straw or hay covering the rootballs. Trees shall not be stored lying down. If trees have plastic trunk protectors, the protectors may stay in place prior to planting but shall not be left on indefinitely.
- Plant shrubs in circular pits with a diameter 3X diameter of rootball or container.
- Plant trees in circular pits with a diameter 2X diameter of rootball or container.
- THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT A MINIMUM OF 48 HOURS PRIOR TO COMPLETION TO SCHEDULE A FINAL WALKTHROUGH. A FINAL WALKTHROUGH SHALL NOT BE PERFORMED IF PREVIOUS PUNCH LISTS ARE NOT COMPLETED.
- The Contractor shall notify the landscape architect a minimum of 48 hours prior to completion to schedule a final walkthrough. A final walkthrough shall not be performed if previous punch lists are not completed.
- The Contractor shall be responsible for maintaining all planting and grades until final acceptance by the landscape architect. This maintenance includes keeping beds free of debris, weeds, diseases, and infestations. The Contractor shall also be responsible for providing sufficient water to the plants during this time, and repairing erosion areas.
- The Contractor shall supply the landscape architect with electronic as-built drawings within 30 days of project acceptance.
- Refer to current FDOT Standard Specifications and Design Standard Indices, the General Notes, and all other notes within the Contract Documents for additional requirements.
- One year warranty on all plants and labor.

Revisions:

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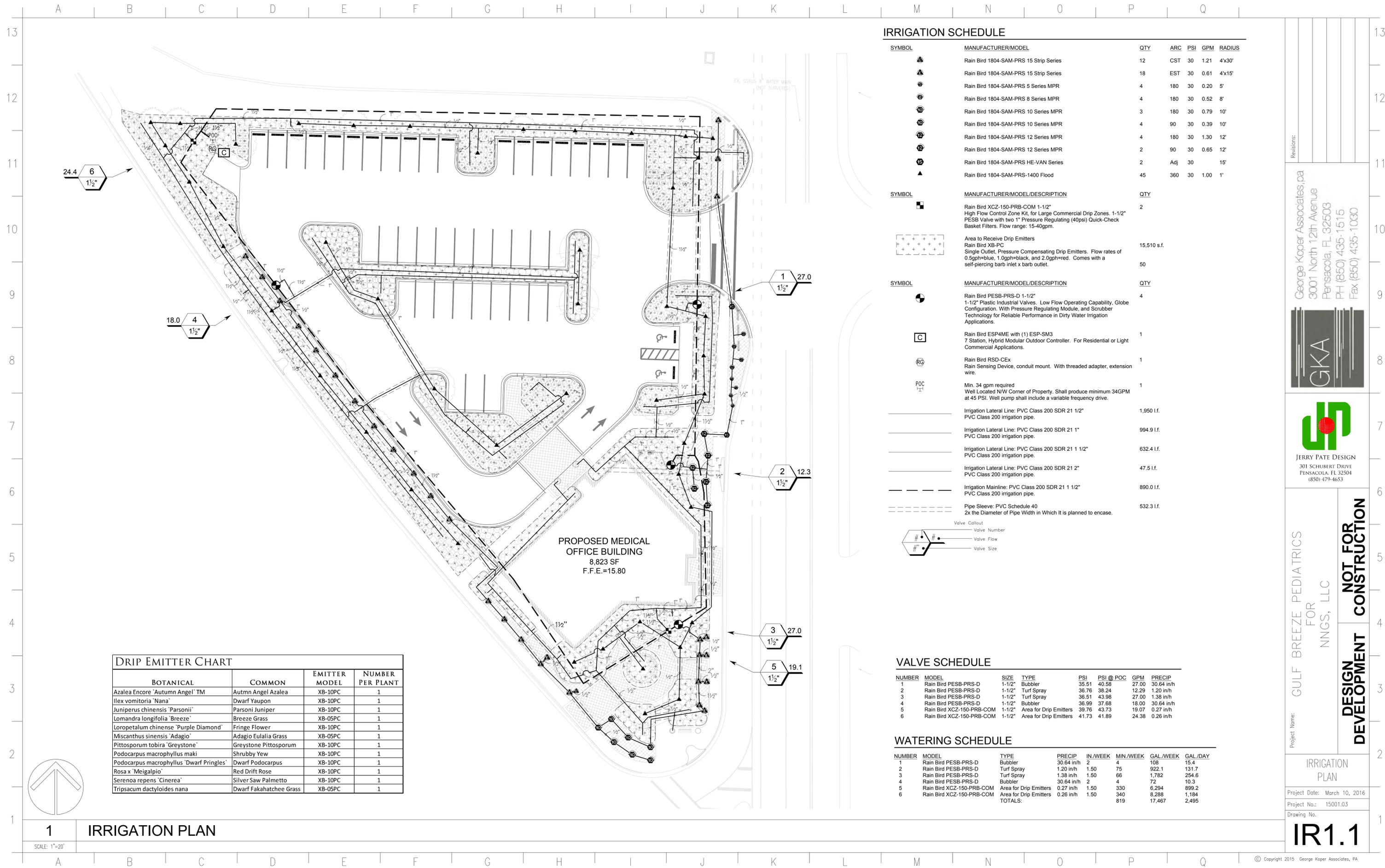
GULF BREEZE PEDIATRICS
 FOR
 NINGS, LLC

DESIGN DEVELOPMENT
 NOT FOR CONSTRUCTION

Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

LANDSCAPE DETAILS
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

L2.1

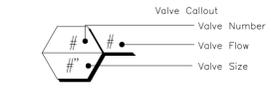


IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
▲	Rain Bird 1804-SAM-PRS 15 Strip Series	12	CST	30	1.21	4'x30'
▲	Rain Bird 1804-SAM-PRS 15 Strip Series	18	EST	30	0.61	4'x15'
●	Rain Bird 1804-SAM-PRS 5 Series MPR	4	180	30	0.20	5'
●	Rain Bird 1804-SAM-PRS 8 Series MPR	4	180	30	0.52	8'
●	Rain Bird 1804-SAM-PRS 10 Series MPR	3	180	30	0.79	10'
●	Rain Bird 1804-SAM-PRS 10 Series MPR	4	90	30	0.39	10'
●	Rain Bird 1804-SAM-PRS 12 Series MPR	4	180	30	1.30	12'
●	Rain Bird 1804-SAM-PRS 12 Series MPR	2	90	30	0.65	12'
●	Rain Bird 1804-SAM-PRS HE-VAN Series	2	Adj	30		15'
▲	Rain Bird 1804-SAM-PRS-1400 Flood	45	360	30	1.00	1'

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
■	Rain Bird XZ-150-PRB-COM 1-1/2" High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2" PESB Valve with two 1" Pressure Regulating (40psi) Quick-Check Basket Filters. Flow range: 15-40gpm.	2
+	Area to Receive Drip Emitters Rain Bird XB-PC Single Outlet, Pressure Compensating Drip Emitters. Flow rates of 0.5gph=blue, 1.0gph=black, and 2.0gph=red. Comes with a self-piercing barb inlet x barb outlet.	15,510 s.f.
+		50

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
●	Rain Bird PESB-PRS-D 1-1/2" 1-1/2" Plastic Industrial Valves. Low Flow Operating Capability, Globe Configuration, With Pressure Regulating Module, and Scrubber Technology for Reliable Performance in Dirty Water Irrigation Applications.	4
C	Rain Bird ESP4ME with (1) ESP-SM3 7 Station, Hybrid Modular Outdoor Controller. For Residential or Light Commercial Applications.	1
RG	Rain Bird RSD-CEx Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
POC	Min. 34 gpm required Well Located N/W Corner of Property. Shall produce minimum 34GPM at 45 PSI. Well pump shall include a variable frequency drive.	1
—	Irrigation Lateral Line: PVC Class 200 SDR 21 1/2" PVC Class 200 irrigation pipe.	1,950 l.f.
—	Irrigation Lateral Line: PVC Class 200 SDR 21 1" PVC Class 200 irrigation pipe.	994.9 l.f.
—	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2" PVC Class 200 irrigation pipe.	632.4 l.f.
—	Irrigation Lateral Line: PVC Class 200 SDR 21 2" PVC Class 200 irrigation pipe.	47.5 l.f.
—	Irrigation Mainline: PVC Class 200 SDR 21 1 1/2" PVC Class 200 irrigation pipe.	890.0 l.f.
—	Pipe Sleeve: PVC Schedule 40 2x the Diameter of Pipe Width in Which It is planned to encase.	532.3 l.f.



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	PSI	PSI @ POC	GPM	PRECIP
1	Rain Bird PESB-PRS-D	1-1/2"	Bubbler	35.51	40.58	27.00	30.64 in/h
2	Rain Bird PESB-PRS-D	1-1/2"	Turf Spray	36.76	38.24	12.29	1.20 in/h
3	Rain Bird PESB-PRS-D	1-1/2"	Turf Spray	36.51	43.98	27.00	1.38 in/h
4	Rain Bird PESB-PRS-D	1-1/2"	Bubbler	36.99	37.68	18.00	30.64 in/h
5	Rain Bird XZ-150-PRB-COM	1-1/2"	Area for Drip Emitters	39.76	43.73	19.07	0.27 in/h
6	Rain Bird XZ-150-PRB-COM	1-1/2"	Area for Drip Emitters	41.73	41.89	24.38	0.26 in/h

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
1	Rain Bird PESB-PRS-D	Bubbler	30.64 in/h	2	4	108	15.4
2	Rain Bird PESB-PRS-D	Turf Spray	1.20 in/h	1.50	75	922.1	131.7
3	Rain Bird PESB-PRS-D	Turf Spray	1.38 in/h	1.50	66	1,782	254.6
4	Rain Bird PESB-PRS-D	Bubbler	30.64 in/h	2	4	72	10.3
5	Rain Bird XZ-150-PRB-COM	Area for Drip Emitters	0.27 in/h	1.50	330	8,294	899.2
6	Rain Bird XZ-150-PRB-COM	Area for Drip Emitters	0.26 in/h	1.50	340	8,288	1,184
TOTALS:					819	17,467	2,495

DRIP EMITTER CHART

BOTANICAL	COMMON	EMITTER MODEL	NUMBER PER PLANT
Azalea Encore 'Autumn Angel' TM	Autumn Angel Azalea	XB-10PC	1
Ilex vomitoria 'Nana'	Dwarf Yaupon	XB-10PC	1
Juniperus chinensis 'Parsonii'	Parsoni Juniper	XB-10PC	1
Lomandra longifolia 'Breeze'	Breeze Grass	XB-05PC	1
Loropetalum chinense 'Purple Diamond'	Fringe Flower	XB-10PC	1
Miscanthus sinensis 'Adagio'	Adagio Eulalia Grass	XB-05PC	1
Pittosporum tobira 'Greystone'	Greystone Pittosporum	XB-10PC	1
Podocarpus macrophyllus maki	Shrubby Yew	XB-10PC	1
Podocarpus macrophyllus 'Dwarf Pringles'	Dwarf Podocarpus	XB-10PC	1
Rosa x 'Meigalpio'	Red Drift Rose	XB-10PC	1
Serenoa repens 'Cinerea'	Silver Saw Palmetto	XB-10PC	1
Tripsacum dactyloides nana	Dwarf Fakahatchee Grass	XB-05PC	1

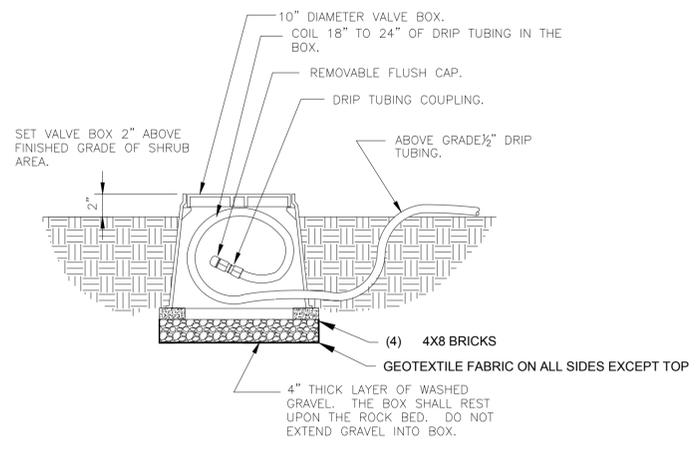
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 Fax (850) 435-1030



Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC
DESIGN DEVELOPMENT NOT FOR CONSTRUCTION

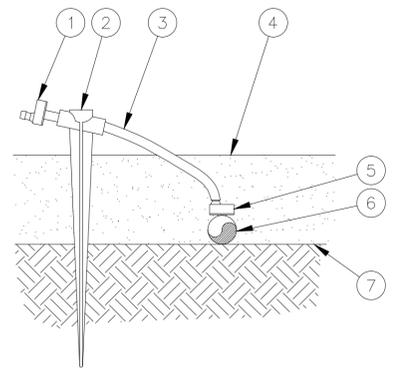
IRRIGATION PLAN
 Project Date: March 10, 2016
 Project No.: 15001.03
 Drawing No.

IR1.1



1. LOCATE FLASH CAP ASSEMBLY AT THE END OF EACH DRIP LINE. ENSURE THAT THE COILED DRIP TUBING IS OF SUFFICIENT LENGTH TO COMPLETELY EXTEND 3' OUT OF THE VALVE BOX WHEN FLUSHING.
- 2.

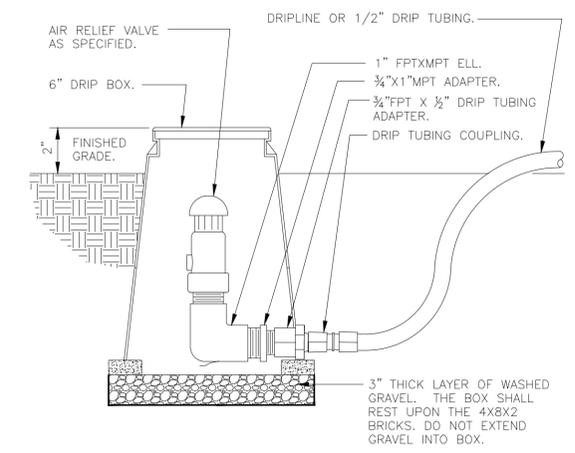
1 RAIN BIRD MDCFCAP - END LINE DRIP FLUSH CAP
N.T.S.



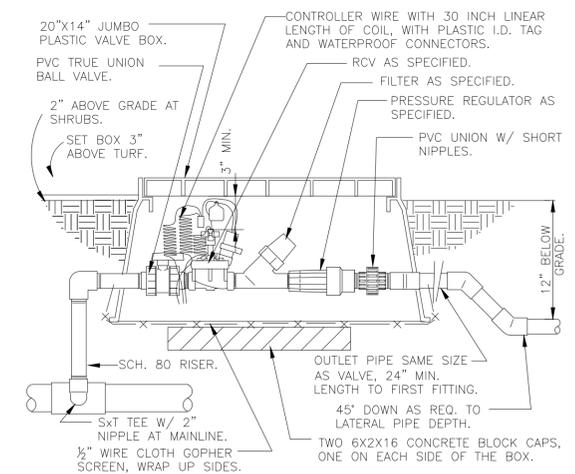
- 1 SINGLE-OUTLET BARB INLET X BARB OUTLET EMITTER: RAIN BIRD XERI-BUG EMITTER
- 2 UNIVERSAL 1/4" TUBING STAKE: RAIN BIRD TS-025
- 3 1/4" DISTRIBUTION TUBING: RAIN BIRD XQ TUBING (LENGTH AS REQUIRED)
- 4 TOP OF MULCH
- 5 1/4" SELF-PIERCING BARB CONNECTOR: RAIN BIRD SPB-025
- 6 1/2" POLYETHYLENE TUBING: RAIN BIRD XF SERIES TUBING OR RAIN BIRD XT-700 XERI-TUBE OR RAIN BIRD XBS BLACK STRIPE TUBING
- 7 FINISH GRADE

- NOTES:
1. USE RAIN BIRD XERIMAN TOOL XM-TOOL TO INSERT BARB CONNECTOR DIRECTLY INTO 1/2" POLYETHYLENE TUBING.
 2. SHOULD THE EMITTER BECOME DISLODGED UNREGULATED FLOW WILL OCCUR.
 3. RAIN BIRD XERI-BUG BARB X BARB EMITTERS ARE AVAILABLE IN THE FOLLOWING MODELS:
XB-05PC 0.5 GPH XB-10PC 1.0 GPH XB-20PC 2.0 GPH

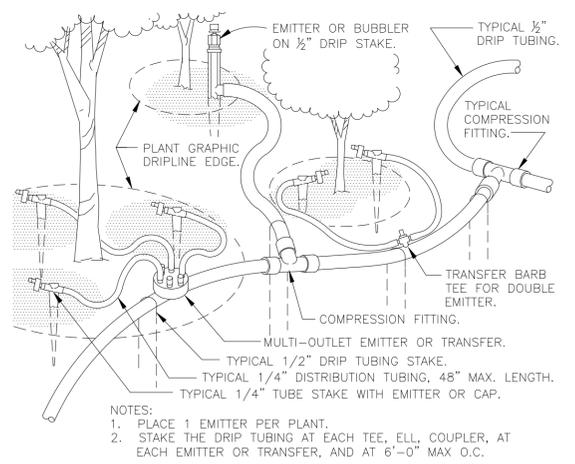
2 BARB CONNECTOR INTO 1/2" TUBING WITH 1/4" TUBING, STAKE AND XERI-BUG
N.T.S.



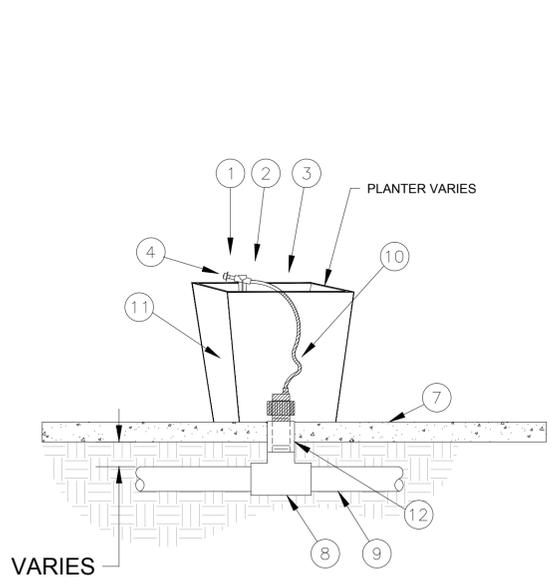
3 RAIN BIRD ARV050 - DRIP AIR RELIEF VALVE IN BOX
N.T.S.



4 1" DRIP VALVE/FILTER/REGULATOR
N.T.S.



5 TYPICAL DRIP TUBING
N.T.S.



6 XERI-BUG 1/2" FPT X BARB SINGLE OUTLET EMITTER INTO PVC, WITH 1/4" TUBING, STAKE AND BUG CAP
N.T.S.

- 1 DIFFUSER BUG CAP: RAIN BIRD DBC-025
- 2 UNIVERSAL 1/4" TUBING STAKE: RAIN BIRD TS-025
- 3 1/4" DISTRIBUTION TUBING: RAIN BIRD XQ TUBING (LENGTH AS REQUIRED)
- 4 SINGLE OUTLET 1/2" FPT INLET X BARB OUTLET EMITTER: RAIN BIRD XERI-BUG XBT EMITTER
- 5 PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
- 6 TOP OF MULCH
- 7 FINISH GRADE
- 8 PVC SCH 40 TEE OR ELL
- 9 PVC LATERAL PIPE
- 10 POLY FLEX PIPE SNAKED UP IN RAISED PLANTER. RAIN BIRD XQ DISTRIBUTION TUBING AS NEEDED PER SPECS.
- 11 RAISED PLANTERS TO BE IRRIGATED, SHAPE VARIES.
- 12 SCH 40 SLEEVE TO FINISHED GRADE

- NOTE:
1. RAIN BIRD XERI-BUG 1/2" FPT X BARB EMITTERS ARE AVAILABLE IN THE FOLLOWING MODELS:
XBT-10 1.0 GPH
XBT-20 2.0 GPH

Revisions:

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GKA

JERRY PATE DESIGN
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Project Name: GULF BREEZE PEDIATRICS FOR NINGS, LLC

DESIGN DEVELOPMENT

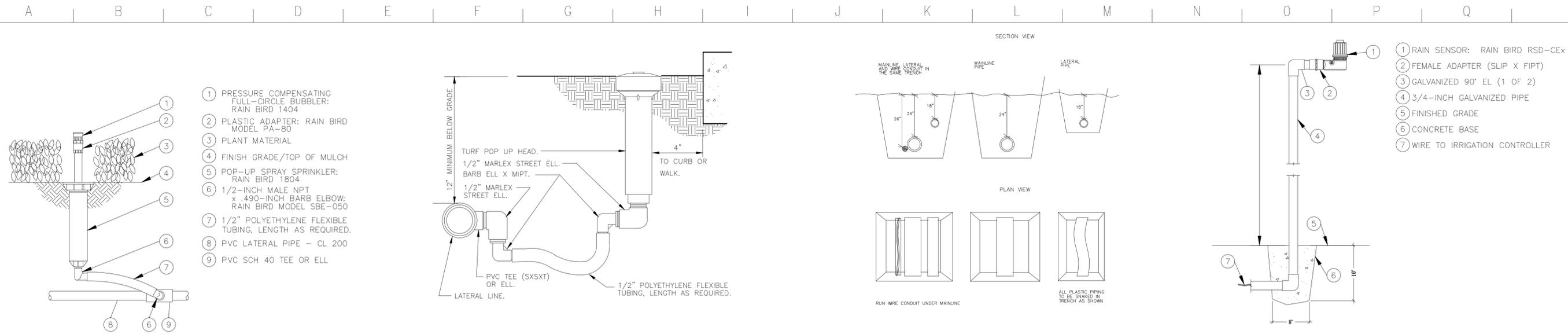
NOT FOR CONSTRUCTION

IRRIGATION DETAILS

Project Date: March 10, 2016
Project No.: 15001.03
Drawing No.

IR2.1

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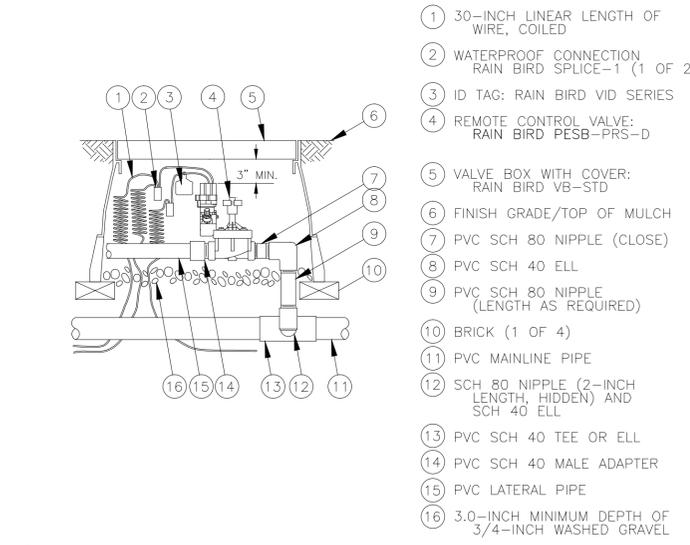


1 POP UP FLOOD BUBBLER
N.T.S. RAIN BIRD 1404 ON 1804 POP-UP

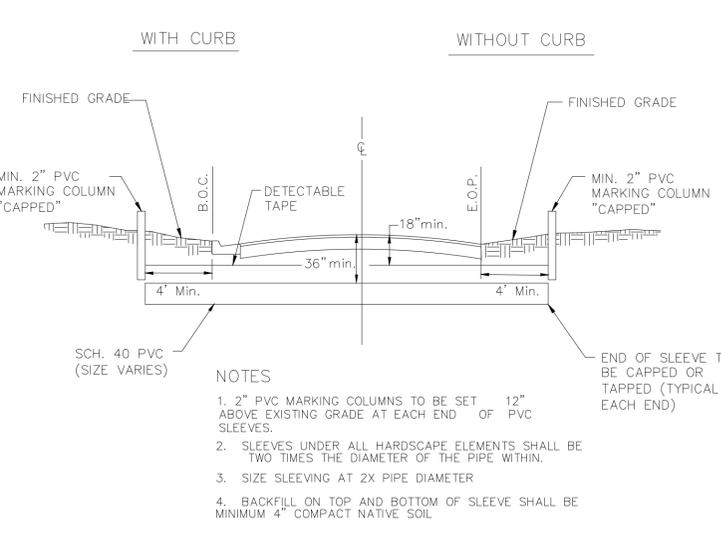
2 POP UP TURF SPRAY
N.T.S. RAIN BIRD 1804 POP UP SPRAY

3 PIPE AND WIRE TRENCHING
N.T.S.

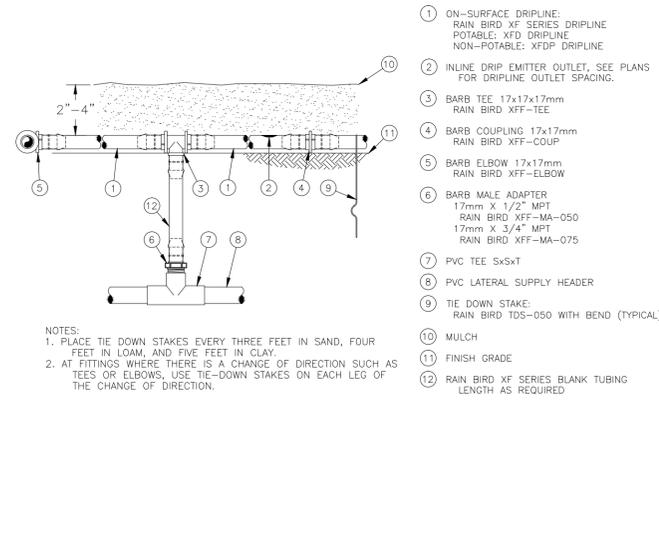
4 RAIN SENSOR
N.T.S. RSD-CEx POLE MOUNT



5 REMOTE CONTROL VALVE
N.T.S. PESB - PRS - D



6 IRRIGATION SLEEVE
N.T.S.



7 XFD ON SURFACE DRIPLINE RISER ASSEMBLY
N.T.S.

IRRIGATION NOTES:

1. Locate all underground utilities, electrical wiring, water, sewer, telephone, cable tv, and other underground lines before landscape and irrigation installation.
2. Irrigation well shall incorporate a variable frequency drive.
3. Irrigation controller & rain sensor shall be located on the north side of fence surrounding proposed dumpster pad.
4. Element location on the drawings is schematic showing intent.
5. The sensors shall be located in such a manner so that they are unobstructed, and directly exposed to natural rainfall, wind, and sunlight from all directions, but not to runoff water from swales or other surfaces.
6. Irrigation sleeving shall be schedule 40, 2X total pipe diameter.
7. The landscape bid shall be for the irrigation materials specified. Requests to use equal, substitute materials shall be submitted to the landscape architect in writing and owner's approval given in writing before the substitution is allowed. Requests to use equal, substitute materials shall include complete product specifications and any cost savings to the project.
8. If discrepancies occur between the plans, notes, and actual conditions contact the landscape architect in writing for clarification before proceeding.
9. The installer shall be familiar with all requirements for the work, and to conduct his work in a clean, safe, and workmanlike manner. The Owner reserves the right to act to protect his property and the other personnel at work there, and to make emergency repairs or take corrective action if the Installer does not fulfill his obligations in a timely manner. The Owner further reserves the right to back-charge the installer to cover such expenses, to the extent allowed under applicable law.
10. Irrigation materials and workmanship shall be warranted for one year. Manufacturer's warranties shall be passed to the owner.
11. All work shall be done in accordance with prevailing codes and regulations, and Escambia County irrigation standards. It shall be the responsibility of the Contractor to verify and conform to the particular codes and regulations applicable to this location, as well as Escambia County irrigation standards. The Contractor shall be responsible for obtaining all necessary permits, including those for any new water line taps or wells, locates, and inspections.
12. Irrigation schedules are provided for informational purposes only. Contractor is responsible for performing their own take off based on plan documents.
13. Irrigation system and its components shall be installed according to manufactures' specifications
14. All wire splices shall occur in a valve box with DBR waterproof wire splice kits.
15. Irrigation water schedule shall be understood to be for informational purposes only. Should landscape material require increased precipitation the irrigation watering schedule shall be adjusted as needed to ensure a healthy landscape.

3 IRRIGATION DETAILS

Revisions:

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DESIGN DEVELOPMENT **NOT FOR CONSTRUCTION**

IRRIGATION DETAILS

Project Date: March 10, 2016
Project No.: 15001.03
Drawing No.

IR2.2

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MEMORANDUM

To: Mr. Shane Carmichael
City of Gulf Breeze

From: Mick Cleland
HSA Consulting Group, Inc.

Date: March 8, 2016

Subject: Concurrency Determination, Medical Office (US 98 / Daniel Dr.)

This analysis addresses availability of traffic, sanitary sewer, potable water, and solid waste facilities for the proposed development of an 8000 sq ft medical office building to be located at the northwest corner of US 98 and Daniel Drive. Recreation level of service is not applicable to this development. Drainage level of service requirements will be met by adherence to the City's stormwater management regulations. Available capacity data was obtained from the most recent Annual Statement of Available Capacity developed for the City. Subtractions have been made for demand from recently approved developments.

TRANSPORTATION

Trip Generation and Distribution – Based on the trip rate provided for Land Use Code 720 (Medical Office Building) in Trip Generation (ITE, 9th Edition), the proposed development will generate 289 total daily trips. With an assumed new trip percentage of 77%, the estimated number of new daily trips will be 223.

The trips were distributed onto the roadway network using professional judgment, knowledge of area traffic patterns, and previous developments in the vicinity. Distributions to the roadway segments in the City are shown below.

HSA CONSULTING GROUP, INC.

Available Capacity - The number of available trips depends on the maximum allowable traffic volume for each segment's adopted level of service standard, and the 2014 Average Annual Daily Traffic count. The maximum allowable volume for the three US 98 segments were obtained from ART-PLAN analyses conducted for the Hospital project, the Moulton shopping center project, and AppRiver, respectively. The available capacity of each segment also includes deductions for vested and committed development.

The data utilized in the transportation analysis are presented below:

US 98 (City Limits to Fairpoint Drive)

Pre-Development Available Capacity	13,920 trips
New Trips Generated by Proposed Development	<u>11</u>
Post-Development Available Capacity	13,909 trips

US 98 (Fairpoint Drive to SR 399)

Pre-Development Available Capacity	17,054 trips
New Trips Generated by Proposed Development	<u>61</u>
Post-Development Available Capacity	16,993 trips

US 98 (SR 399 to E. Boundary of Naval Live Oaks)

Pre-Development Available Capacity	8,734 trips
New Trips Generated by Proposed Development	<u>33</u>
Post-Development Available Capacity	8,701 trips

SR 399 (US 98 to Escambia County line)

Pre-Development Available Capacity	7,778 trips
New Trips Generated by Proposed Development	<u>22</u>
Post-Development Available Capacity	7,756 trips

Fairpoint Drive

Pre-Development Available Capacity	3,134 trips
New Trips Generated by Proposed Development	<u>50</u>
Post-Development Available Capacity	3,084 trips

Shoreline Drive

Pre-Development Available Capacity	6,560 trips
New Trips Generated by Proposed Development	<u>50</u>
Post-Development Available Capacity	6,510 trips

The data shows that the proposed development would meet all transportation-related concurrency requirements.

HSA CONSULTING GROUP, INC.

POTABLE WATER

Estimated potable water demand will be 600 gallons per day. Available system capacity is 142,300 gallons per day (.1423 MGD), based on figures in the Annual Statement of Available Capacity. Post-development available capacity would therefore be 141,700 gallons per day.

SANITARY SEWER

The estimated sewage flow for the proposed development is also 600 gallons per day. Based on figures in the Annual Statement of Available Capacity, the available system treatment capacity is 348,150 gallons per day (.34815 MGD). Post-development available capacity would therefore be 347,550 gallons per day.

SOLID WASTE

Available capacity for solid waste facilities is difficult to calculate, due to the fact that several jurisdictions are utilizing the Santa Rosa Central Landfill. However, according to the City of Gulf Breeze Comprehensive Plan, the Central Landfill will be sufficient to meet the projected needs of the City and the County. The amount of solid waste generated by this development will not affect the ability of the landfill to meet the City's long-term needs, and adopted level of service standard.

OVERALL FINDING

All necessary facilities are currently available to accommodate the impacts associated with the proposed development at the adopted level of service standards, assuming that the drainage level of service standard is met, as required by the City's Land Development Regulations.

Sec. 20-198. - Burden of showing compliance on developer.

- (a) The burden of showing compliance with the level of service requirements shall be upon the developer. In order to be approved, applications for development plan approval shall provide sufficient information to indicate that adequate facilities and/or services are available at the adopted level of service standards at the time of development impact. This information shall include, but is not limited to the following:
- (1) Statements or letters of available capacity from local utility providers (i.e., sanitary sewer, potable water).
 - (2) Statement of demand generated by the development for solid waste disposal and recreational facilities.
 - (3) Copies of FDER permits for stormwater management in compliance with chapter 17-25 FAC or letters of exemption thereof.
 - (4) Statements relating to the number of vehicle trips generated by the proposed development and identification of related roadway impacts.
- (b) A detailed traffic impact study (TIS) shall be required for any development contributing more than five percent of the adopted level of service maximum roadway volume, or any development significantly altering access to or traffic flow on arterial and/or collector roadways. Any proposed development activity that requires a detailed TIS shall be considered a level three development for development review purposes. The purpose of such traffic impact study shall be to assess roadway level of service given projected traffic volumes and to determine traffic improvements needed to accommodate development impacts.



City of Gulf Breeze

LEVEL II AND III DEVELOPMENT
ORDER APPLICATION

PROPERTY OWNER INFORMATION		PROJECT LOCATION INFORMATION:						
NAME: The Charles Arthur Company, LLC		PHYSICAL ADDRESS: 11 Daniel Drive						
ADDRESS: 380 Lurton St.		SUBDIVISION NAME: NA						
ADDRESS 2:		PARCEL ID #:	4	3S	29	0	502	0
CITY: Pensacola		SEC	TWN	RNG	SUB	BLK	LOT	
STATE: Florida		ZONING DESIGNATION: C2 LIMITED COMMERCIAL						
PHONE #: NA		IS THE PROPERTY A CORNER LOT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
ZIP: 32503		DRIVING DIRECTIONS:						
FAX: NA		NW corner of HWY 98 and Daniel Dr. intersection						
CELL #: NA								
E-MAIL: NA								
DESCRIPTION OF PROJECT:								
TYPE OF PROJECT: <input type="checkbox"/> RENOVATION <input checked="" type="checkbox"/> NEW CONSTRUCTION <input type="checkbox"/> POOL <input type="checkbox"/> MARINE <input type="checkbox"/> DEMO								
<input type="checkbox"/> OTHER:								
SCOPE OF WORK: See attached								
OCCUPANCY CLASSIFICATION: <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> ASSEMBLY <input checked="" type="checkbox"/> BUSINESS <input type="checkbox"/> MERCANTILE								
<input type="checkbox"/> STORAGE <input type="checkbox"/> OTHER:								
INTENDED USE: Medical Office Building								
DIMENSION:	81.5	51.60	34.30	2.00	8823			
	LENGTH	WIDTH	HEIGHT	STORIES	SQUARE FEET			
ESTIMATED COST OF CONSTRUCTION: 2,600,000				ESTIMATED COMPLETION DATE: Spring 2017				
UTILITY INFORMATION:								
UTILITIES: <input checked="" type="checkbox"/> WATER <input checked="" type="checkbox"/> SEWER <input type="checkbox"/> SEPTIC TANK <input type="checkbox"/> GAS <input checked="" type="checkbox"/> ELECTRIC								
WATER TAP SIZE: <input type="checkbox"/> 3/4" <input type="checkbox"/> 1" <input type="checkbox"/> 1 1/2" <input checked="" type="checkbox"/> 2" <input type="checkbox"/> 4" <input type="checkbox"/> 6"								
LIST GAS APPLIANCES: N/A								
WILL THE STRUCTURE HAVE FIRE SPRINKLERS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO								
SECTION 21-263 OF THE CITY'S CODE OF ORDINANCES REQUIRES THAT ALL NEW DEVELOPMENT AND REDEVELOPMENT WITH A CONSTRUCTION PERMIT EVALUATION EXCEEDING 50 PERCENT OF THE MOST RECENTLY ASSESSED VALUE OF THE PROPERTY, SHALL BE REQUIRED TO PLACE ALL UTILITIES UNDERGROUND, INCLUDING ELECTRICAL AND TELEPHONE LINES.								

MARINE CONSTRUCTION:

TYPE OF PROJECT: RETAINING/SEA WALL DOCK/PIER BOATHOUSE UNCOVERED LIFT

BODY OF WATER: PENSACOLA BAY SANTA ROSA SOUND HOFFMAN BAYOU
 WOODLAND BAYOU GILMORE BAYOU

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE LENGTH MEASURED FROM THE MHWL? NA

IF A DOCK/PIER, BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE TOTAL SQUARE FOOTAGE? NA

IF A BOATHOUSE OR UNCOVERED LIFT, WHAT IS THE SQUARE FOOTAGE? NA

WHAT IS THE DISTANCE FROM THE FURTHERMOST EXTENT OF THE DOCK/PIER, BOATHOUSE OR UNCOVERED BOAT LIFT FROM THE PROPERTY LINE?

LEFT: RIGHT:

SECTION 24-172 OF THE LAND DEVELOPMENT CODE REQUIRES THAT ALL DOCKS, PIERS, BOATHOUSES, UNCOVERED SLIPS OR SIMILAR STRUCTURES

PROVIDE CONTINUING PUBLIC ACCESS TO ALL SOVEREIGN LANDS, HOW WILL THIS BE ACCOMPLISHED FOR THIS PARTICULAR PROJECT?

IF A DOCK/PIER BOATHOUSE OR UNCOVERED SLIP, ALONG WHAT SECTION OF SHORELINE WILL THE PROJECT BE LOCATED:

- | | |
|--|--|
| <input type="checkbox"/> NAVAL LIVE OAKS - BOB SIKES BRIDGE (200' MAX) | <input type="checkbox"/> BOB SIKES - SHORELINE PARK (200' MAX) |
| <input type="checkbox"/> SHORELINE PARK - DEER POINT (200' MAX) | <input type="checkbox"/> DEER POINT - ZAMARA CANAL (300' MAX) |
| <input type="checkbox"/> ZAMARA CANAL - FAIRPOINT (475' MAX) | <input type="checkbox"/> FAIRPOINT - PENSACOLA BAY BRIDGE (225' MAX) |
| <input type="checkbox"/> PENSACOLA BAY BRIDGE - NAVAL LIVE OAKS (200' MAX) | <input type="checkbox"/> INLAND BAYOU (25' MAX) |

IF A RETAINING/SEA WALL, WHAT IS IT'S DISTANCE FROM THE MHWL? NA

WHAT IS THE VERTICAL HEIGHT OF THE RETAINING/SEA WALL? SEAWARD LANDWARD

ARE COPIES OF FEDERAL AND STATE PERMITS ATTACHED? YES NO

POOL INFORMATION:				
POOL TYPE: <input type="checkbox"/> BELOW GROUND <input type="checkbox"/> ABOVE GROUND <input type="checkbox"/> SPA/HOT TUB				
DIMENSION:				
	LENGTH	WIDTH	DEPTH	SQUARE FEET
IS THE YARD FENCED OR WILL IT BE FENCED? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IS SO, WHAT IS THE HEIGHT?				
WILL THE POOL HAVE SCREENED ENCLOSURE?				
IS SO, WHAT ARE THE DIMENSIONS:				
	LENGTH	WIDTH	HEIGHT	SQUARE FEET
I, _____, NOW ENGAGING OR ABOUT TO ENGAGE IN THE CONSTRUCTION OF A SWIMMING POOL UPON MY OWN PREMISES AS DESCRIBED ON THE REQUIRED BUILDING PERMIT APPLICATION AND LOCATED IN SANTA ROSA COUNTY, FLORIDA, DO HEREBY ACKNOWLEDGE THE REQUIREMENT OF AN APPROVED BARRIER AT LEAST 48 INCHES (4 FEET) ABOVE GRADE, MEASURED ON THE SIDE OF THE BARRIER WHICH FACES AWAY FROM THE SWIMMING POOL, IS TO BE ERECTED PRIOR TO FILLING THE POOL WITH WATER. FURTHERMORE, I ACKNOWLEDGE THE REQUIREMENT OF AN ALARM ON ALL DOORS AND WINDOWS WITHIN A DWELLING UNIT HAVING DIRECT ACCESS TO THE POOL THROUGH A WALL (OR WALLS) THAT SERVES AS PART OF THE BARRIER.				
I FURTHER ACKNOWLEDGE THAT THE FOREGOING IS REQUIRED BY SECTION 315 OF THE STANDARD SWIMMING POOL CODE AND CITY ORDINANCE.				
_____ CONTRACTOR'S SIGNATURE	_____ DATE	_____ OWNER'S SIGNATURE	_____ DATE	
_____ PRINTED NAME		_____ PRINTED NAME		
COMMERCIAL DEVELOPMENT:				
ENGINEER'S NAME: Rebol-Battle & Associates		ARCHITECT'S NAME: George Koper Associates		
ADDRESS: 2301 N. 9th Ave., Suite 300		ADDRESS: 3001 N. 12th Ave.		
ADDRESS 2:		ADDRESS 2:		
CITY: Pensacola		CITY: Pensacola		
STATE: Florida		STATE: Florida		
PHONE #: 438-0400	ZIP: 32503	PHONE #: 435-1515	ZIP: 32503	
FAX: 438-0448	CELL #:	FAX: 435-1030	CELL #:	
E-MAIL: jasonr@rebol-battle.com		E-MAIL: george@gkassoc.com		
STATE LICENSE #: 53126		STATE LICENSE #: 0011594		

AGENT INFORMATION:

NAME: NNGS, LLC

ADDRESS: 120 E. Main Street, Suite A

ADDRESS 2:

CITY: Pensacola

STATE: Florida

PHONE #: 429-8640

ZIP: 32502

FAX:

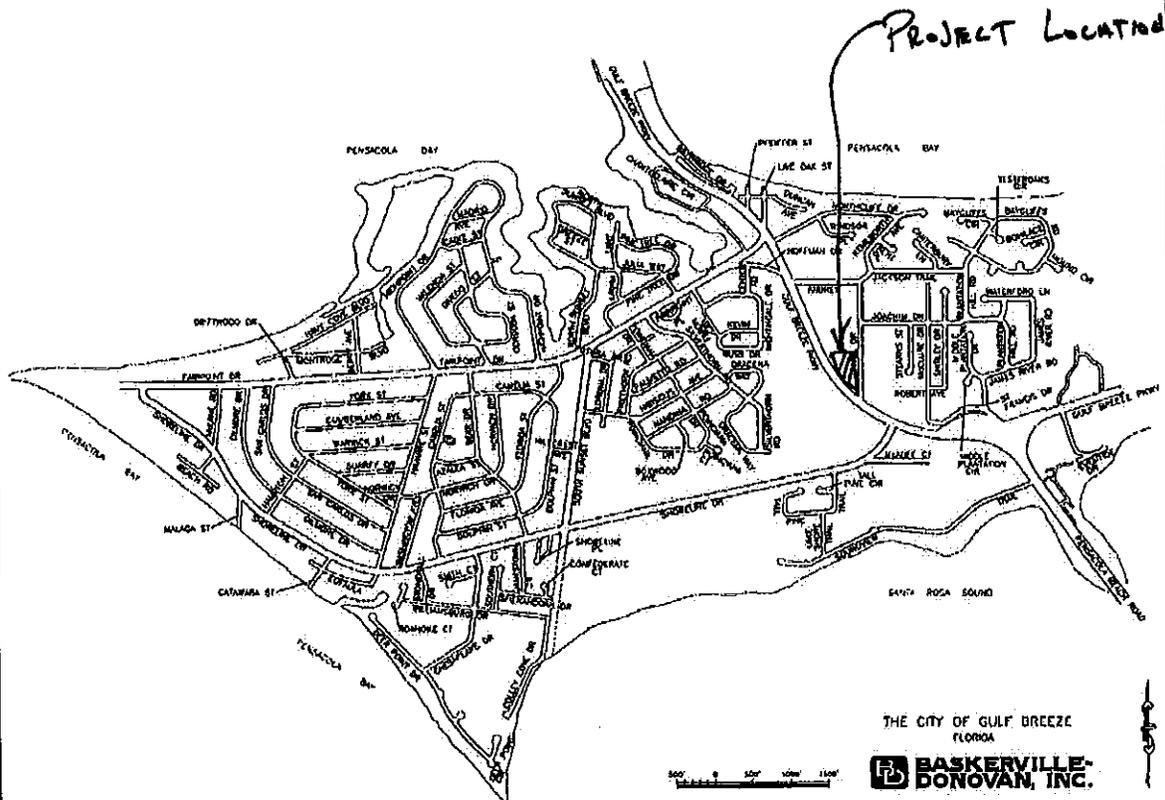
CELL #:

E-MAIL: rodney.sutton@cluv.net

STATE LICENSE #:

LOCATION MAP:

PLEASE MARK THE PROJECT LOCATION ON THE MAP.



DEMOLITION INFORMATION:

PLEASE ATTACH A SURVEY DEPICTING THE STRUCTURES TO BE REMOVED.

IF UTILITIES ARE TO REMAIN ONSITE, WHAT MEASURES WILL BE TAKEN TO PROTECT THEM FROM DAMAGE?

DISPOSAL OF MATERIAL:

SANTA ROSA COUNTY LANDFILL

ESCAMBIA COUNTY LANDFILL

OTHER: _____

ASBESTOS NOTIFICATION STATEMENT

PER FLORIDA BUILDING CODE 105.9 ASBESTOS. THE ENFORCING AGENCY SHALL REQUIRE EACH BUILDING PERMIT FOR THE DEMOLITION OR RENOVATION OF AN EXISTING STRUCTURE TO CONTAIN AN ASBESTOS NOTIFICATION STATEMENT WHICH INDICATES THE OWNER'S OR OPERATOR'S RESPONSIBILITY TO COMPLY WITH THE PROVISIONS OF SECTION 469.003, FLORIDA STATUTES, AND TO NOTIFY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OF HIS OR HER INTENTIONS TO REMOVE ASBESTOS, WHEN APPLICABLE, IN ACCORDANCE WITH STATE AND FEDERAL LAW.

469.003 LICENSE REQUIRED

1. NO PERSON MAY CONDUCT AN ASBESTOS SURVEY, DEVELOP AN OPERATION AND MAINTENANCE PLAN, OR MONITOR AND EVALUATE ASBESTOS ABATEMENT UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.
2. (A) NO PERSON MAY PREPARE ASBESTOS ABATEMENT SPECIFICATIONS UNLESS TRAINED AND LICENSED AS AN ASBESTOS CONSULTANT AS REQUIRED BY THIS CHAPTER.
 (B) ANY PERSON ENGAGED IN THE BUSINESS OF ASBESTOS SURVEYS PRIOR TO OCTOBER 1, 1987, WHO HAS BEEN CERTIFIED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY AS A CERTIFIED ASBESTOS SURVEYOR AND WHO HAS COMPLIED WITH THE TRAINING REQUIREMENTS OF S. 469.013(1)(B), MAY PROVIDE SURVEY SERVICES AS DESCRIBED IN S. 255.553(1), (2) AND (3). THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY MAY, BY RULE, ESTABLISH VIOLATIONS, DISCIPLINARY PROCEDURES, AND PENALTIES FOR CERTIFIED ASBESTOS SURVEYORS.
3. NO PERSON MAY CONDUCT ASBESTOS ABATEMENT WORK UNLESS LICENSED BY THE DEPARTMENT UNDER THIS CHAPTER AS AN ASBESTOS CONTRACTOR, EXCEPT AS OTHERWISE PROVIDED IN THIS CHAPTER.

I CERTIFY THAT I HAVE READ AND UNDERSTAND AND WILL COMPLY WITH THE PROVISIONS OF THIS ASBESTOS NOTIFICATION STATEMENT AND THAT I WILL COMPLY WITH ALL STATE AND FEDERAL REGULATIONS PERTAINING TO ASBESTOS.

 LICENSE HOLDER/CONTRACTOR SIGNATURE

 DATE

 LICENSE HOLDER/CONTRACTOR PRINTED NAME LICENSE NUMBER

MEETING DATES (PLEASE PICK MEETING DATE BASED ON DUE DATE):

PACKET DUE DATE	MEETING DATE	PACKET DUE DATE	MEETING DATE
<input type="checkbox"/> OCT. 13, 2009	<input type="checkbox"/> NOV. 3, 2009	<input type="checkbox"/> MAY. 11, 2010	<input type="checkbox"/> JUN. 1, 2010
<input type="checkbox"/> NOV. 10, 2009	<input type="checkbox"/> DEC. 8, 2009	<input type="checkbox"/> JUN. 8, 2010	<input type="checkbox"/> JUL 6, 2010
<input type="checkbox"/> DEC. 15, 2009	<input type="checkbox"/> JAN. 5, 2010	<input type="checkbox"/> JUL. 13, 2010	<input type="checkbox"/> AUG. 3, 2010
<input type="checkbox"/> JAN. 12, 2010	<input type="checkbox"/> FEB. 2, 2010	<input type="checkbox"/> AUG. 10, 2010	<input type="checkbox"/> SEP. 7, 2010
<input type="checkbox"/> FEB. 9, 2010	<input type="checkbox"/> MAR. 2, 2010	<input type="checkbox"/> SEP. 14, 2010	<input type="checkbox"/> OCT. 5, 2010
<input type="checkbox"/> MAR. 9, 2010	<input type="checkbox"/> APR. 6, 2010	<input type="checkbox"/> OCT. 12, 2010	<input type="checkbox"/> NOV. 2, 2010
<input type="checkbox"/> APR. 13, 2010	<input type="checkbox"/> MAY 4, 2010	<input type="checkbox"/> NOV. 9, 2010	<input type="checkbox"/> DEC. 7, 2010

AUTHORIZATION:

APPLICATION IS HEREBY MADE TO OBTAIN A DEVELOPMENT ORDER TO THE WORK AS INDICATED IN THE ATTACHED PLANS AND SPECIFICATIONS. I (WE)
CERTIFY THAT NO WORK HAS COMMENCED PRIOR TO THE ISSUANCE OF THE DEVELOPMENT ORDER AND THAT ALL WORK WILL BE PERFORMED IN
ACCORDANCE WITH ALL LAWS REGULATING CONSTRUCTION AND ZONING IN THIS JURISDICTION.

_____	_____	<i>Rodney Sutton</i>	3/22/16
CONTRACTOR'S SIGNATURE	DATE	OWNER'S SIGNATURE	DATE
_____		Rodney Sutton	_____
PRINTED NAME		PRINTED NAME	



George Koper Associates, pa

Gulf Breeze Pediatrics Proposed Office Building

A. Narrative Description of the Project:

1. The proposed project is located at the intersection of Gulf Breeze Parkway (Highway 98) and Daniel Drive. The property is located on the eastern side of Gulf Breeze Parkway, adjacent to the parking lot for Gulf Breeze High School football stadium.
2. The proposed site is currently vacant and has no existing structures on it. No demolition will be required.
3. The proposed use is for a single medical office building to house a pediatric medical practice and pediatric rehab facility for a major local hospital.
4. The proposed building is a two story structure, with a gross square footage of 8,823. The first floor is 4,710 gross square feet and the second floor is 4,113 gross square feet. The building will include a covered drive through. The building will have entries on Daniel Drive, Gulf Breeze Parkway and the covered drive through.
5. The building is designed in the Italianate architectural style. The primary building material for the exterior façade will be EIFS/synthetic stucco. The roof of the main building and drive through will be clay tile, terra cotta in color. The exterior walls are a combination of arches with horizontal accent bands. The main roof will have a three foot overhang with ornamental brackets common to the Italianate style. Windows will be aluminum framed, with insulated glazing and applied mullions. Glazing will be clear with variable light transmittance and variable light reflectance in accordance with the City of Gulf Breeze criteria. The proposed color scheme consists of four colors. They include the primary façade color, which will be the majority of the façade, and separate colors each for the horizontal bands, roof brackets and banding and the base of the building. Where functions of the interior of the building prohibit the installation of window, a relief has been provided in the façade to maintain the rhythm of the façade.







City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: March 24, 2016

Subject: Ordinance No. 03-16, Amending the City's Charter and Section 2-1 of the City's Code Relative to Filing Deadlines for Municipal Elections

On March 21, 2016, the City Council approved Ordinance No. 03-16 on First Reading. A Public Hearing and Second Reading have been advertised for April 4, 2016.

The purpose of this Ordinance is to conform the City's deadline for filing for municipal elections to the deadline for approval and printing the final Santa Rosa County ballot. We have attached a calendar to illustrate the change provided in Ordinance No. 03-16.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON APRIL 4, 2016, AND APPROVE ORDINANCE NO. 03-16 ON SECOND AND FINAL READING.

ORDINANCE NO. 03 -16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AMENDING THE MUNICIPAL CHARTER AND SECTION 2-1 OF THE CODE OF ORDINANCES RELATIVE TO THE QUALIFYING DEADLINE FOR MUNICIPAL ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Santa Rosa County Supervisor of Elections provides election administration services for the City pursuant to an Interlocal Agreement; and,

WHEREAS, the Supervisor of Elections advised the City that its current qualifying period for election does not provide the Elections' Office sufficient time to perform all necessary requirements prior to Election Day; and,

WHEREAS, Florida Statutes Section 100.3605 allows a municipality to amend the dates for qualifying for election by ordinance.

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

SECTION 1: Section 9(b), Elections, of the City's Charter is hereby amended as follows:

Section 9(b). Elections.

(b) Any qualified elector of the city who is also a bona fide resident of the city may become a candidate by filing with the city clerk a nominating petition signed by five (5) qualified electors, which petition must be submitted ~~at least thirty-two (32) days before the election~~ within the time period as provided in Section 2-1 of the Municipal Code of Ordinances. If the city certifies, within two (2) days thereafter, that such petition does not contain the requisite number of qualified signatures, then the petition must be completed within three (3) days thereafter. Each petition must contain an affidavit, to be made by the candidate, that he/she is a qualified elector and a bona fide resident of said city.

SECTION 2: Section 2-1 of the City's Code of Ordinances is hereby amended as follows:

Section 2-1. Deadline for qualification of candidate.

The deadline for qualifying to become a candidate in any municipal election for Mayor and City Council shall be ~~sixty-six (66) sixty-(60)~~ days before the election. A candidate nominating petition as required by Section 9(b) of the City's Charter must be filed with the City Clerk not more than ~~ninety-five (95) ninety-(90)~~ days and no less than ~~sixty-six (66) sixty-(60)~~ days before the date of the election.

ORDINANCE NO. 03-16

Page 2 of 2

SECTION 3: SEVERABILITY

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

SECTION 4: CONFLICT

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

SECTION 5: EFFECTIVE DATE

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

PASSED ON THE FIRST READING ON THE 21st DAY OF MARCH, 2016.

ADVERTISED ON THE 24th DAY OF MARCH, 2016.

PASSED ON THE SECOND READING ON THE ____ DAY OF _____, 2016.

CITY OF GULF BREEZE, FLORIDA

By: _____
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

Leslie A. Guyer, City Clerk or
Stephanie D. Lucas, City Clerk

New Schedule

August	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5	6
						City's Qualifying Begins (95)days	
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
2016							

September	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2	3
						City's Qualifying Deadline (66) days SRC ballot language due	
	4	5	6	7	8	9	10
		Labor Day			SRC Canvassing Committee Certify Ballots		
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
2016							

Existing Schedule

August	Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5	6
	7	8	9	10	11	12	13
				City's Qualifying Begins (90)days			
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31			
	2016						

September	Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2	3
						SRC ballot language due	
	4	5	6	7	8	9	10
		Labor Day			SRC Canvassing Committee Certify Ballots	City's Qualifying Deadline (60) days	
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	
	2016						



Gulf Breeze Police Department

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

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

To: Edwin Eddy, City Manager

From: Rick Hawthorne, Deputy Chief *RA*

Ref: Special Event Application

Date: March 11, 2016

Gulf Breeze Elementary Physical Education Coaches have submitted an application for its annual Elementary School Run. The run will be held on April 13, 2016 from 3:30pm to 5:00PM. The run is a two mile course that does not interfere with traffic and is never on the roadway. It is staffed with parents and no additional support is needed. The school resource officer will assist as needed.

RECOMMENDATION: That the City Council approve the Elementary School application.



Gulf Breeze Police Department

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

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

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

City of Gulf Breeze Special Event

Packet Includes:

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

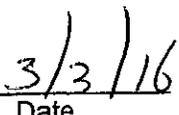
The above documents must be signed, dated and returned to:

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

At least (30) days prior to the special event



Applicant's Signature



Date



Gulf Breeze Police Department

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

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

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

City of Gulf Breeze

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

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

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

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

3/3/16
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Tom Aldridge / Golf Breeze Elem.
Address 549 G.B. RWY G.B. FL 32561

2. PERSON REQUESTING PERMIT:

Name Tom Aldridge
Address 1310 Via De Long Dr Pensacola Beach FL 32561
Phone 850-384-7562

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

Name Tom Aldridge
Address _____
Phone SAME

4. DATE, HOURS AND LOCATION OF EVENT:

April 13th 2016 3:30-5:00 pm
Golf Breeze Elem, Golf Breeze Rec. Center

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

2.1 mile run from GBE to Rec center and back. We will use the sidewalks and crosswalks. Route will take us from Elem. school past the High School, behind the city hall to Rec center and back.

Tom Aldridge 3/3/16
Applicant's Signature/Date

[Signature] 3-1-16
Police Department's Approval/Date

City Manager's Approval/Date



CERTIFICATE OF LIABILITY INSURANCE

FLORSCH-04

WILSONLR

DATE (MM/DD/YYYY)

11/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Administrative Services Corporation DBA Willis Pooling c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: Willis Certificate Center
	PHONE (A/C, No, Ext): (877) 945-7378 FAX (A/C, No): (888) 467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Santa Rosa County School District Attn: Cindy McDonald 5086 Canal St. Milton, FL 32570	INSURER(S) AFFORDING COVERAGE INSURER A: Florida School Boards Insurance Trust NAIC # D2772
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		FSBIT15CAS7-1	07/01/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 Included MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		FSBIT15CAS7-1	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	FSBIT15CAS7-1	07/01/2015	07/01/2016	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	Auto Physical Damage		FSBIT15PROP7-1	05/01/2015	05/01/2016	See Attached
A	Property		FSBIT15PROP7-1	05/01/2015	05/01/2016	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE VOIDS AND REPLACES THE PREVIOUSLY ISSUED CERTIFICATE DATED: 11/2/2015

RE: Santa Rosa County District Schools active coverage 2015/2016 school year

CERTIFICATE HOLDER**CANCELLATION**

Santa Rosa County School District Attn: Pam Smith 5086 Canal St. Milton, FL 32570	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Auto Physical Damage CARRIER: Florida School Boards Insurance Trust POLICY TERM: 05/01/2015 – 05/01/2016 POLICY NUMBER: FSBIT15PROP7-1	Actual Cash Value \$5,000 Comprehensive Deductible \$5,000 Collision Deductible
POLICY TYPE: Property CARRIER: Florida School Boards Insurance Trust POLICY TERM: 05/01/2015 – 05/01/2016 POLICY NUMBER: FSBIT15PROP7-1	Limits: Replacement Cost up to \$150M/Occurrence Property Deductible: \$5,000 Wind Deductible: 5% of TIV per unit \$100,000 Minimum Flood Deductible: \$100,000 except Named Storm; 5% of \$100,000,000 Per Occurrence and Annual Aggregate Earth Movement/Earthquake Shock \$100,000,000 Per Occurrence and Annual Aggregate Flood TIV per location \$100,000 minimum except Flood Zones A & V coverage is excess of the maximum available from NFIP.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services

DATE: March 23, 2016

RE: Engineering Services for Paving and Drainage Project for Berry St., Driftwood Ave., Montrose Blvd., and Navy Cove

The F/Y 2016 Budget provides \$407,000 for paving City streets, as listed in the attached schedule, with \$60,088 being expensed to Nightingale and Center Streets from CRA funds due to prior Council action.

Staff is currently reviewing 50% complete plans for repaving Poinciana Dr. and Poinciana Ct. as they are scheduled to be repaved in 2016 as shown.

In order to complete the next group of paving for 2016 as listed in the attached schedule, staff requested a proposal for engineering services from Ken Horne and Assoc. Their scope of services will develop drainage improvements, technical specifications, and bid documents as indicated and their fee is \$28,708.

The estimated cost for the project is \$220,000 plus or minus 15% as indicated in the attached estimate which includes \$30,000 for drainage improvements.

Recommendation: City Council authorize Ken Horne and Assoc. to provide Engineering Services for Paving and Drainage Project for Berry St. Driftwood Ave., Montrose, and Navy Cove.



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

June 17, 2015

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

Re: Berry St., Driftwood Ave., Montrose Blvd., and Navy Cove Overlay and Drainage Project

Dear Mr. Eddy:

Thank you for the opportunity to serve the City in provision of engineering services associated with the planned improvements to Berry St., Driftwood Ave., Montrose Blvd., and Navy Cove Blvd. Anticipated project limits are as communicated by Thomas Lambert and documented in the attached aerial sketch. The improvements include milling and resurfacing along all roadways listed and shown as well as drainage improvements on the east end of Montrose and at the southwest corner of Berry St. and Navy Cove Blvd. We are anticipating a drainage outfall thru the seawall at Montrose Boulevard and are including costs for an environmental consultant to secure required permits.

The anticipated scope of services includes development of an aerial photography based design drawing for the resurfacing, survey and design drawings for the drainage improvements and accompanying details and technical specifications. We anticipate preparation of full bid documents and assistance with the bid process.

We have included allowances for up to three field visits during construction for purposes of pay request review and addressing any technical questions that may arise. It is our understanding that regular inspection and field observation for the work will be completed by City staff.

We estimate the cost of construction to be in the range of \$220,000 plus or minus 15%. See attached cost estimate.

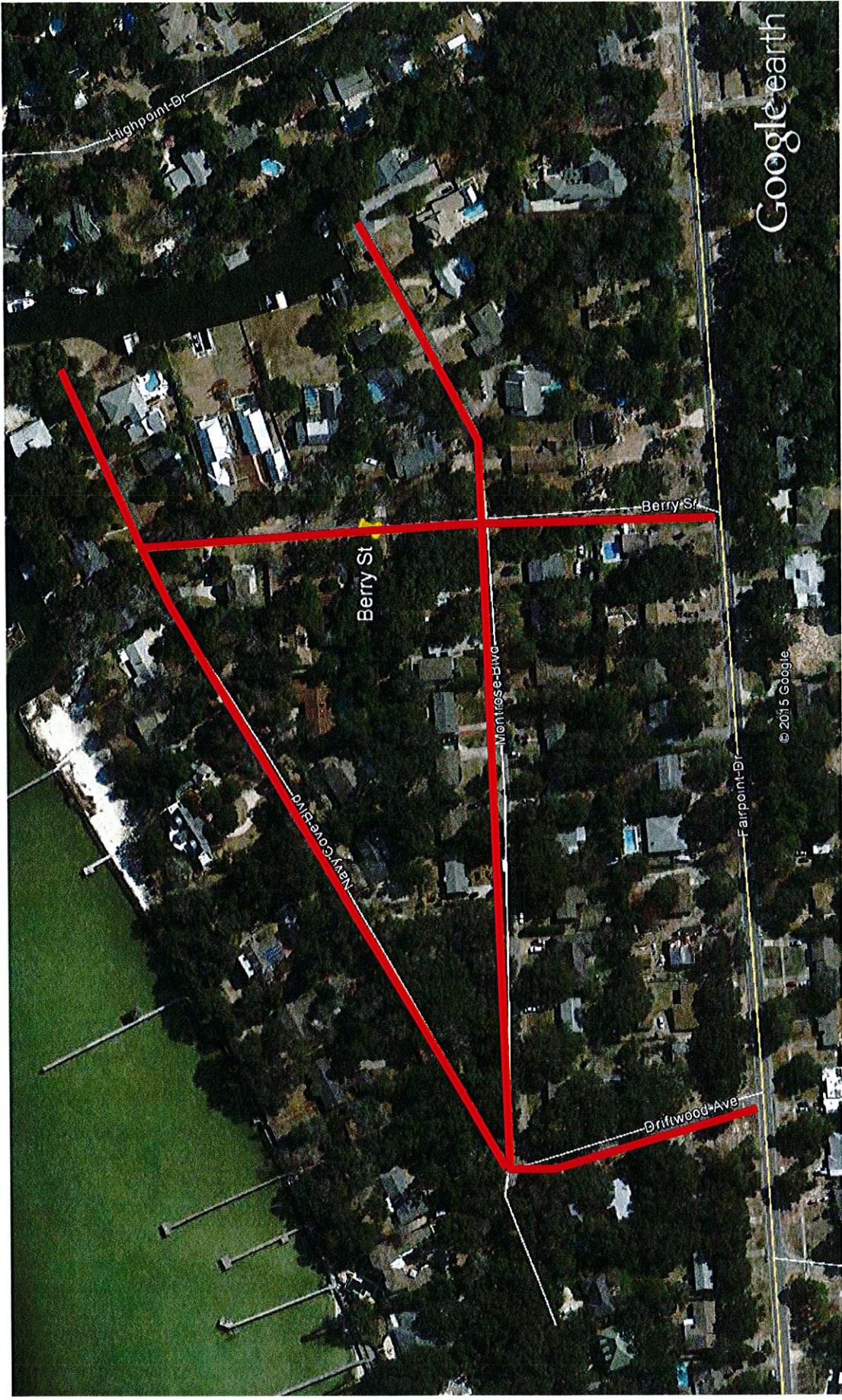
Our proposed fee for engineering services, surveying and environmental consulting and permit fees, in accordance with the Scope of Work described above is \$28,708.00. See attached manhour breakdown for details.

Should you have questions or require additional information, please do not hesitate to call.

Very truly yours,
KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Kenneth C. Horne". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kenneth C. Horne, P.E.
President



Google earth



Google earth

Item	Quantity	Unit	Unit Cost	Cost
General Resurfacing				
Mobilization	LS	1	\$8,000.00	\$8,000.00
General Conditions	LS	1	\$6,000.00	\$6,000.00
Erosion Control	LF	500	\$3.50	\$1,750.00
Maintenance of Traffic	LS	1	\$5,000.00	\$5,000.00
Sawcut Ex. Asphalt	LF	250	\$1.50	\$375.00
Mill Exist Asphalt	SY	10780	\$2.50	\$26,950.00
1 1/2" FDOT SP-9.5 Asphalt	SY	10780	\$9.50	\$102,410.00
Petromat Style 4599	SY	10780	\$3.00	\$32,340.00
Striping & Signage	LS	1	\$6,000.00	\$6,000.00
Sub-Total				\$188,825.00
Montrose				
Storm Inlet	EA	2	\$2,500.00	\$5,000.00
Exfiltration Trench	LF	100	\$50.00	\$5,000.00
Concrete Curb	LF	120	\$15.00	\$1,800.00
Curb Inlet	EA	2	\$3,500.00	\$7,000.00
Storm Pipe	LF	50	\$40.00	\$2,000.00
Discharge at Seawall	EA	1	\$5,000.00	\$5,000.00
Sub-Total				\$25,800.00
Berry/Navy Cove				
Storm Inlet	EA	1	\$2,500.00	\$2,500.00
Exfiltration Trench	LF	50	\$50.00	\$2,500.00
Sub-Total				\$5,000.00

Subtotal \$219,625.00
 15% Contingency \$32,943.75
Total \$252,568.75

City of Gulf Breeze
MANHOUR AND FEE ESTIMATE
Berry St., Dirtwood Ave., Montrose Blvd., and Navy Cove Resurfacing and Drainage
17-Jun-10

		Senior Engineer	Engineer	Tech/CADD II	Tech/CADD I	Admin Assist.	MANHOURS	FEE\$	
		135.00	105.00	72.00	60.00	50.00	TOTAL	TOTAL	
Task 1 Construction Docs & Cost Estimate									
Item									
A	Develop 35% Plans	2	8	16	0	4	30	\$2,462.00	
B	35% Cost Estimate	1	4	8	2	1	16	\$1,301.00	
C	Develop 95% Plans	2	16	24	0	4	46	\$3,878.00	
D	95% Cost Estimate	1	2	4	1	1	9	\$743.00	
E	Develop Final Plan & Bid Package	2	8	16	0	4	30	\$2,462.00	
F	Project Specifications	1	8	0	0	8	17	\$1,375.00	
G	Final Cost Estimate	1	2	4	1	1	9	\$743.00	
Task 1 Subtotal		10	48	72	4	23	157	\$12,964.00	
Task 2 Bidding Assistance and Limited CA									
Item									
A	Attend Pre-Solicitation meeting	4	4	0	0	2	10	\$1,060.00	
B	Prepare Addenda as Needed	2	4	4	0	2	12	\$1,078.00	
C	Rvw Bids / Recommendation of Award	2	2	0	0	0.5	4.5	\$505.00	
D	Attend Pre-Construction Conference	4	4	2	0	1	11	\$1,154.00	
E	Periodic Site Visits & Pay Requests	4	8	12	0	4	28	\$2,444.00	
F	Final Inspection & Closeout	2	4	4	0	2	12	\$1,078.00	
Task 2 Subtotal		18	26	22	0	11.5	77.5	\$7,319.00	
								Engineering	\$20,283.00
								Survey	\$4,805.00
								Environmental Consultant	\$3,200.00
								Permit Fee	\$420.00
								Total Fee	\$28,708.00

STREET NAME	SEG No.	LENGTH	LAST YR PAVED	NEXT YR PAVED	ESTIMATE	GRANT/FE MA	ACTUAL	YEAR BUDGET	
								YEAR	BUDGET
Beach Rd	1	1,045	0	2015	\$ 42,127			2015	\$ 173,064
Middle Plantation Cir	1	216	0	2015	\$ 8,708			2016	\$ 410,493
Middle Plantation Ln	2	860	0	2015	\$ 34,669			2017	\$ 583,757
Plantation Hill Rd	2	1,291	0	2015	\$ 52,044			2018	\$ 436,352
Plantation Hill Rd	3	881	0	2015	\$ 35,516			2019	\$ 454,645
Poinciana Ct	1	244	0	2016	\$ 10,860			2020	\$ 461,811
Poinciana Dr	2	2,456	0	2016	\$ 109,311			2021	\$ 567,650
Nightingale Ln	2	870	0	2016	\$ 38,722	\$ (38,722)	\$ 32,546	2022	\$ 506,363
Russ Dr	1	360	0	2016	\$ 16,023	\$ (16,023)	\$ 13,468	2023	\$ 487,460
Center Rd	1	376	0	2016	\$ 16,735	\$ (16,735)	\$ 14,066	2024	\$ 498,663
Berry Ave	1	827	0	2016	\$ 36,808			2025	\$ 588,817
Camelia St	3	1,003	0	2016	\$ 44,641	\$ (44,641)		2026	\$ 586,565
Driftwood Ave	1	368	0	2016	\$ 16,379			2027	\$ 413,564
Montrose Blvd	2	598	0	2016	\$ 26,616			2028	\$ 674,423
Montrose Blvd	1	953	0	2016	\$ 42,416			2029	\$ 254,183
Navy Cove	1	1,971	0	2016	\$ 87,724			2030	\$ -
Washington Ave	1	1,096	0	2016	\$ 48,780	\$ (48,780)		2031	\$ -
Gilmore Dr	1	1,806	0	2016	\$ 80,381				
Gilmore Dr	2	1,621	0	2017	\$ 72,147				
Bear Dr	1	1,638	0	2017	\$ 72,890				
Bear Dr	2	1,038	0	2017	\$ 46,208				
Dracena Way	1	2,318	0	2017	\$ 103,169				
Kevin Dr	1	535	0	2017	\$ 23,812				
San Carlos Ave	2	1,537	0	2017	\$ 68,408				
San Carlos Ave	1	1,472	0	2017	\$ 65,515				
Hampton Dr	1	995	0	2017	\$ 44,285				
Silverthorn Rd	2	1,404	0	2017	\$ 62,489				
Sterns St	1	558	0	2017	\$ 24,835				
Faron Cir	1	351	0	2018	\$ 15,622				
Firethorn Rd	1	1,527	0	2018	\$ 67,963				
Hibiscus Ave	1	1,309	0	2018	\$ 58,260				
Nandina Rd	1	1,408	0	2018	\$ 62,667				
Nightingale Dr	1	767	0	2018	\$ 34,137				
Nightingale Ln	2	520	0	2018	\$ 23,144				
Palmetto Rd	1	1,120	0	2018	\$ 49,848				
Poinciana Dr	3	931	0	2018	\$ 41,437				
Poinciana Dr	4	558	0	2018	\$ 24,835				
Silverthorn Rd	1	1,313	0	2018	\$ 58,438				
Catawba St	1	194	0	2019	\$ 8,634				
Chesapeake Dr	1	762	2000	2019	\$ 33,915				
Eufaula St	1	1,113	0	2019	\$ 49,555				
Hoffman Dr	1	662	0	2019	\$ 29,464				
Laura Ln	1	1,189	0	2019	\$ 52,920				
Madrid Ave	1	589	0	2019	\$ 26,215				
McLane Rd	1	900	0	2019	\$ 40,057				
Shoreline Pl	1	756	0	2019	\$ 33,648				
York St	1	2,164	0	2019	\$ 96,314				

Grant
CRA

STREET NAME	SEG No.	LENGTH	LAST YR PAVED	NEXT YR PAVED	ESTIMATE	GRANT/FE MA	ACTUAL
York St	2	1,886	0	2019	\$ 83,923		
Andrew Jackson Tr	2	1,308	2000	2020	\$ 58,216		
Bay Cliffs Cir	1	551	2000	2020	\$ 24,524		
Bay Cliffs Rd	2	1,372	2000	2020	\$ 61,064		
Bay Cliffs Rd	3	1,430	2000	2020	\$ 63,646		
Bay Cliffs Rd	4	362	2000	2020	\$ 16,112		
Bonilace Cir	1	403	2000	2020	\$ 17,937		
Canterbury Ln	1	649	2000	2020	\$ 28,885		
Fairpoint Pl	1	670	2000	2020	\$ 29,820		
McAbee Ct	1	701	0	2020	\$ 31,200		
Mound Cir	1	325	2000	2020	\$ 14,465		
Plantation Hill Rd	1	1,757	0	2020	\$ 78,200		
Smith Cir	1	513	2000	2020	\$ 22,832		
Yesteroaks Cir	1	335	2000	2020	\$ 14,910		
Azalea St	1	586	2001	2021	\$ 26,081		
Breeze St	1	461	0	2021	\$ 20,518		
Confederate Ct	1	229	2001	2021	\$ 10,192		
Cordoba St	2	1,371	0	2021	\$ 61,020		
Cumberland Ave	1	1,728	0	2021	\$ 76,909		
Florida Ave	1	984	2001	2021	\$ 43,795		
Florida Ave	2	2,102	2001	2021	\$ 93,555		
Joachim Dr	1	1,278	0	2021	\$ 56,881		
N. Sunset Blvd	1	1,289	0	2021	\$ 57,370		
N. Sunset Blvd	2	2,726	0	2021	\$ 121,328		
Deer Point Cir	1	385	0	2022	\$ 17,135		
Deer Point Dr	1	1,251	0	2022	\$ 55,679		
Deer Point Dr	2	1,681	0	2022	\$ 74,817		
Dolphin St	2	1,135	0	2022	\$ 50,516		
Dolphin St	1	1,961	2002	2022	\$ 87,279		
Hillcrest Dr	1	277	0	2022	\$ 12,329		
Loruna Dr	1	1,723	2002	2022	\$ 76,687		
Roanoke Ct	1	460	2002	2022	\$ 20,473		
Russ Dr	1	533	0	2022	\$ 23,723		
Shenandoah Dr	1	813	2002	2022	\$ 36,185		
Southern Ct	1	711	2002	2022	\$ 31,645		
Stonewall Dr	1	447	2002	2022	\$ 19,895		
Boxwood Ln	1	383	2003	2023	\$ 17,046		
Camelia St	1	1,014	2003	2023	\$ 45,131		
Camelia St	2	1,728	2003	2023	\$ 76,922		
Futura Dr	1	273	2003	2023	\$ 12,151		
Jamestown Dr	1	717	2003	2023	\$ 31,912		
Julia Way	1	1,275	0	2023	\$ 56,747		
Navarre St	1	2,109	0	2023	\$ 93,866		
Navarre St	2	902	0	2023	\$ 40,146		
Pine Tree Dr	1	1,241	0	2023	\$ 55,234		
Pine Tree Dr	2	1,310	2003	2023	\$ 58,305		
Chesapeake Dr	2	1,206	2004	2024	\$ 53,676		

STREET NAME	SEG No.	LENGTH	LAST YR PAVED	NEXT YR PAVED	ESTIMATE	GRANT/FE MA	ACTUAL
James River Rd	2	358	0	2024	\$ 15,934		
James River Rd	3	1,673	0	2024	\$ 74,461		
Kenilworth Ave	1	515	2004	2024	\$ 22,921		
Kenilworth Ave	2	937	2004	2024	\$ 41,704		
Kent Pl	1	333	2004	2024	\$ 14,821		
North Cliff Dr	1	1,836	2004	2024	\$ 81,716		
Valencia St	1	1,789	2004	2024	\$ 79,624		
Warwick St	1	1,494	0	2024	\$ 66,494		
Waterford Rd	1	343	0	2024	\$ 15,266		
Windsor Pl	1	720	2004	2024	\$ 32,045		
Lake Shore Dr	1	628	0	2025	\$ 27,951		
Malaga St	1	337	0	2025	\$ 14,999		
Norwich Dr	1	366	0	2025	\$ 16,276		
Norwich Dr	2	1,343	0	2025	\$ 59,774		
Norwich Dr	3	1,216	0	2025	\$ 54,103		
Soundview Tr	1	757	2003	2025	\$ 33,692		
Soundview Tr	2	3,340	2003	2025	\$ 148,655		
Surry Dr	1	926	0	2025	\$ 41,214		
Tall Pine Cir	1	271	2003	2025	\$ 12,075		
Tall Pine Tr	1	686	2003	2025	\$ 30,532		
Tall Pine Tr	2	1,160	2003	2025	\$ 51,629		
Willamsburg Dr	1	1,034	0	2025	\$ 46,021		
Willamsburg Dr	2	1,166	2000	2025	\$ 51,896		
Andrew Jackson Tr	1	1,155	2006	2026	\$ 51,406		
Shoreline Dr	1	694	2006	2026	\$ 30,888		
Shoreline Dr	2	4,291	2006	2026	\$ 190,982		
Shoreline Dr	3	2,711	2006	2026	\$ 120,660		
Shoreline Dr	4	1,788	2006	2026	\$ 79,580		
Shoreline Dr	5	1,218	2006	2026	\$ 54,210		
Shoreline Dr	6	1,322	2006	2026	\$ 58,839		
Fairpoint Dr	1	2,998	2006	2027	\$ 133,434		
Fairpoint Dr	2	2,204	2006	2027	\$ 98,095		
Fairpoint Dr	3	2,616	2006	2027	\$ 116,432		
Fairpoint Dr	4	1,474	2006	2027	\$ 65,604		
Daniel Dr	1	743	2010	2028	\$ 33,069		
Daniel Dr	2	1,713	2010	2028	\$ 76,241		
Highpoint Dr	1	2,472	0	2028	\$ 110,023		
Highpoint Dr	2	2,442	0	2028	\$ 108,688		
Highpoint Dr	3	1,639	0	2028	\$ 72,948		
Live Oak Ave	1	435	2011	2028	\$ 19,361		
McClure Dr	1	578	2012	2028	\$ 25,725		
McClure Dr	2	1,471	2012	2028	\$ 65,471		
Pfeiffer St	1	351	2011	2028	\$ 15,622		
Robert Ave	1	201	2012	2028	\$ 8,946		
Shirley Dr	1	920	2012	2028	\$ 40,947		
Shirley Dr	2	558	2012	2028	\$ 24,835		
St. Francis Dr	1	1,127	2012	2028	\$ 50,160		

STREET NAME	SEG No.	LENGTH	LAST YR PAVED	NEXT YR PAVED	ESTIMATE	GRANT/FE MA	ACTUAL
Water Plant Rd	1	503	2013	2028	\$ 22,387		
Cadiz St	1	626	2014	2029	\$ 27,862		
Cordoba St	1	789	2014	2029	\$ 35,116		
Oviedo St	1	1,664	2014	2029	\$ 74,061		
S. Sunset Blvd	1	2,632	2012	2029	\$ 117,144		



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council
From: *BAE* Edwin A. Eddy, City Manager
Date: March 24, 2016
Subject: Use of Jo Nutt Estate Funds

The City of Gulf Breeze received a very generous donation from a portion of the Jo Nutt Estate. The total amount received is \$291,673. The money is to be used for the "beautification of the area lying between the entrance to Gulf Breeze from the Three Mile Bridge and the entrance to Pensacola Beach" The estate further directed that a plan for beautification be developed with the assistance of the various garden clubs located in the City.

Use of the estate in the manner prescribed will be a challenge due to the heavy traffic on U.S. 98 and the existing driveway openings. Mayor Dannheisser suggested extending the existing improvements in the landscaping beds in front of Gulf Breeze Elementary School to new beds that would circle the large, single trunk crepe myrtles east of the intersection of Shoreline and U.S. 98, the Bradford Pear trees just west of the overpass and the oak trees just east of the overpass.

Mayor Pro Tem Henderson suggested landscaping improvements at business frontages on U.S. 98 in partnership with the owner.

The Nutt Estate funds could be used for both of these projects. The first step in the process would be to hire a landscape design firm to identify and design landscaping beds to be installed in the areas noted and landscaping improvements at business frontages. The concept plans would be presented to local garden clubs for approval. Final plans would be prepared for bidding.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE A REQUEST FOR PROPOSALS (RFP) FOR A LANDSCAPE DESIGN FIRM TO 1) PREPARE CONCEPTUAL PLANS FOR EXTENSION OF LANDSCAPING BEDS FROM THE INTERSECTION OF DANIEL DRIVE TO THE EAST; 2) PREPARE CONCEPTUAL PLANS FOR LANDSCAPING PLANS AT BUSINESS FRONTAGE LOCATIONS; AND 3) PREPARATION OF PLANS AND SPECIFICATIONS FOR A FINAL PLAN FOR BOTH TO BE BID.

RECEIVED

OCT 16 2013

THE MCALPIN COMPANY

October 14, 2013

Mr. Edwin Eddy, City Manager
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

Dear Mr. Eddy:

We are the executors for the estate of Mrs. Jo Mix Nutt who passed away in August of 2011. Mrs. Nutt specified in her will that a portion of her estate go to 'the City of Gulf Breeze, Florida, with the direction that said distribution be used for the beautification of the area lying between the entrance to Gulf Breeze from the three-mile bridge and the entrance to Pensacola Beach, with the request that such beautification be developed with the assistance of the various garden clubs located within the City of Gulf Breeze'.

We previously sent the City of Gulf Breeze a check in the amount of \$200,000.00 in April of this year. The enclosed check of \$91,510.55 represents the majority of the remainder of the City of Gulf Breeze's share of Mrs. Nutt's estate. There is a small amount being held by the trust attorney and this will be distributed to you very shortly. I don't anticipate the amount held with the trust attorney to be more than a couple of thousand dollars.

Please acknowledge receipt of this bequest so we can notify the trustees and Mrs. Nutt's remaining family.

We hope Mrs. Nutt's kindness will be beneficial to the residents of Gulf Breeze.

Sincerely,



Bruce E. McAlpin, Merryl Mix and Leslie Mix
Trustees, Jo Mix Nutt Trust

BEM/vas

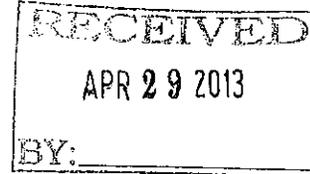
WILLIAM V. LINNE
ATTORNEY AND COUNSELOR AT LAW
127 PALAFOX PLACE, SUITE 100
PENSACOLA, FLORIDA 32502

(850) 433-2224
FACSIMILE (850) 433-3301
WRITER'S E-MAIL: blinne@linnelaw.com

William V. Linne
Jan E. Langford

MAILING ADDRESS:
POST OFFICE BOX 12347
PENSACOLA, FLORIDA 32591-2347

April 26, 2013



Mr. Edwin Eddy, City Manager
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32561

Re: Estate and Trust of Jo Nutt

Dear Buzz:

The Trustees are nearing completion of the estate and trust administration of Jo Nutt's estate and trust. A significant part of this process is making the distributions to the residuary beneficiaries, filing of federal income tax returns and payment of final administrative expenses. As you are well aware, Jo Nutt named the City of Gulf Breeze as a residuary beneficiary of her revocable trust. The trust agreement, in pertinent part, provides as follows:

One-third (1/3) to the **CITY OF GULF BREEZE, FLORIDA**, with the direction that said distribution be used for the beautification of the area lying between the entrance to Gulf Breeze from the three-mile bridge and the entrance to Pensacola Beach, with the request that such beautification be developed with the assistance of the various garden clubs located within the City of Gulf Breeze.

The Trustees have determined that a substantial partial distribution of \$200,000 could be made now to the beneficiaries. This will leave approximately \$50,000 to be distributed when all estate and trust administration matters have been completed and final expenses are paid.

Accordingly, enclosed is a check from the Trustees of the Revocable Trust Agreement of Jo Anne Nutt, dated 10/26/1989, in the amount of \$200,000 made payable to the City of Gulf Breeze. Also enclosed is a "acknowledgment" for you to sign and date where indicated and return to our office. A self-addressed envelope is enclosed for your convenience.

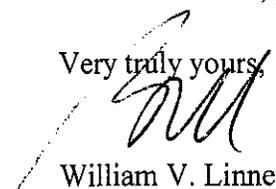
Mr. Edwin Eddy, City Manager
City of Gulf Breeze
April 26, 2013
Page 2

The expenses of the estate and trust administration include payment of personal representative/trustees fees of \$110,000. The amount is based upon the Florida statutory fee for personal representatives and trustees. The amount of the base fee is calculated upon a percentage of the value of the assets included in the estate and trust administration, with additional fees allowed for "extraordinary" services which include, for example, the sale of real and personal property. The Florida statutes allow the fee to be doubled when there is more than one personal representative/trustee. This amount is then be divided between the trustees, however many there may be. The \$110,000 fee will be divided among the three trustees.

The Trustees will be providing you with a copy of the income tax returns and would request that this serve as a final accounting for the estate and trusts. This will save the time and expense of preparation of a separate accounting. If the receipt of the copies of the income tax returns will be sufficient as an accounting of the estate and trust administration, I would appreciate your letting me know of your approval.

If you have any questions or would like to discuss this further, please give me a call.

Very truly yours,



William V. Linne

Enclosures
clients\nutt\trust admin\ltr-city of gb-partial distribution

**BENEFICIARY'S ACKNOWLEDGMENT OF PARTIAL DISTRIBUTION
from the Revocable Trust Agreement of Jo Anne Nutt**

The undersigned representative of the **CITY OF GULF BREEZE**, whose address is 1070 Shoreline Dr., Gulf Breeze, FL 32561, whose taxpayer identification number is: **59-0948304**, acknowledges that he or she has received from **Bruce McAlpin, Merryl Mix, and Leslie Mix, as Trustees under the Revocable Trust Agreement of Jo Anne Nutt, dated October 26, 1989**, (hereinafter referred to as "Trust") the following property representing a partial distribution to the undersigned from the Trust:

Two Hundred Thousand Dollars (\$200,000) - check number 1225

Dated this 1st day of May, 2013.

CITY OF GULF BREEZE

By: Edwin A Eddy
Print Name: Edwin A. Eddy
Its: City Manager

Beneficiary

City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver  Deputy City Manager

Date: 3/23/2016

Subject: West Florida Regional Planning Council

As we have discussed, the City's ability to fully participate as a member of the West Florida Regional Planning Council (WFRPC) has been limited. That could be improved by a change in the membership rules. The rules currently limit the voting representative of a member municipality to an elected official. A copy of the relevant section of the rules is enclosed. The specific provision is highlighted in red.

The City's participation could be enhanced if the rules were amended so municipal membership could include an *elected or appointed official*. If the City Council were to concur, I would suggest that they consider passing a motion along these lines and direct staff to communicate this request to the WFRPC Executive Director.

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

Recommendation: That the City Council pass a motion requesting that the Section 1.003 (d) be revised so that the voting representative of a municipal member be either an elected or appointed official appointed by the City Council or Commission.

Enclosure

**RULES
of the
WEST FLORIDA REGIONAL PLANNING COUNCIL**

1.001 – NAME. The official name of the agency shall be the West Florida Regional Planning Council, reorganized as of January 1, 1987, under Chapter 186, Florida Statutes.

1.002 – PURPOSE. The Council shall function as the official regional planning council as defined in Chapter 186 of the Florida Statutes, and as the regional planning agency as defined in Chapters 23, 163, and 380, Florida Statutes. The Council shall exercise the powers, duties, and function for conducting planning, review and assistance responsibilities, activities and functions enumerated by the legislature and declarations of Chapters 186 and 380 of the Florida Statutes, and other applicable federal, state and local laws.

1.003 – COUNCIL MEMBERSHIP AND APPOINTMENTS, TERM OF OFFICE,
VACANCIES.

The number of representatives on the Council from Counties shall be determined by population with those Counties with less than 150,000 in population having one representative and those Counties with equal to or greater than 150,000 in population having two representatives.

(1) Membership and Appointments

- (a) Escambia, Okaloosa, Santa Rosa and Bay Counties shall each have two voting representatives on the Council appointed by their respective Board of County Commissioners. The voting representatives shall be elected officials selected from the individual counties.
- (b) Walton, Washington and Holmes Counties shall each have one voting representative on the Council appointed by its respective Board of County Commissioners. The voting representatives shall be elected officials selected from the individual counties.
- (c) Not less than two-thirds of the representatives serving as voting members on the Council shall be elected officials appointed by the cities and counties. The Governor appoints the remaining one-third of the voting members on the Council.

(d) In addition to the membership previously specified, any municipality within the jurisdictional boundary of the Council, may be admitted, by a majority vote of the Council, to membership on the Council. Such membership shall be considered on the basis of a municipality's uniqueness and special characteristics. **Each municipality so admitted to membership shall have one voting representative on the Council appointed by its City Council or Commission. The voting representative shall be an elected official.**

(2) Term of Office. Council members shall serve at the pleasure of the appointing authority.

(3) Vacancies. Any vacancy shall be filled for the unexpired term in the same manner as the initial appointment.

1.004 – COUNCIL.

(1) There shall be a Council composed of all voting representatives who have been appointed by member local governments and the governor. The Council shall meet monthly unless there is no business to be conducted and the Chairman cancels the meeting. Special meetings of the Council may be called for any appropriate purpose by the Chairman of the Council when a meeting is necessary to conduct business, or when he is requested to do so by at least five Council members. Notice of all Council meetings shall be sent to each member at least 7 days prior to the meeting. The notice shall state the time and place of the meeting and the business to be transacted. Business transacted at a special meeting shall be confined to the subject stated in the notice. All meetings of the Council shall be open to the public as required by the Florida Sunshine Law, Chapter 286, Florida Statutes.

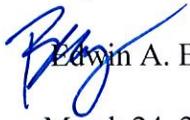
(2) A quorum at any meeting shall consist of not less than five members including either the Chairman or Vice Chairman and four (4) Council members. When a quorum has been determined to be present, a majority of those present and voting may take action in all matters presented at the meeting except Council purchases exceeding \$10,000. For consideration of purchases exceeding \$10,000, the greater of (i) five members or (ii) forty percent of the appointed representatives of the Council shall constitute a quorum. Proxy voting is prohibited. Voting shall be by voice but a member may have his vote recorded in the minutes if he so desires. The Council shall keep minutes of its proceedings and



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council
From:  Edwin A. Eddy, City Manager
Date: March 24, 2016
Subject: State Road 399 Overpass

Recent studies and traffic counts indicate that the segment of U.S. 98 closest to capacity is the portion from the 399 overpass to the Gulf Islands National Seashore. There are six travel lanes through the City except at the base of the Three Mile Bridge and from the overpass to the east. (The portion from the Bay Bridge to the Hampton Inn will be six lanes after the Bay Bridge is replaced.)

Given the manner in which long term transportation projects are funded and long range planning must be considered, it may make sense to request, through the local Transportation Planning Organization (TPO) that a Project Development and Environmental (PD&E) study be requested from FDOT as soon as possible.

RECOMMENDATION:

THAT A RESOLUTION BE PREPARED FOR ADOPTION MONDAY, APRIL 4, 2015, REQUESTING THE TPO TO ASK FDOT TO CONDUCT A PD&E STUDY OF THE REPLACEMENT OF THE 399 OVERPASS.

Table 2.1 – Existing (2011) AADTs and Level of Service

ROADWAY	LOCATION	2011 AADT	ADOPTED LOS STANDARD	DAILY CAPACITY	CAPACITY EXCEEDED?
Pensacola Beach Blvd.	South of US 98 (Gulf Beach Pkwy)	26,500	E+10%	40,370	No
US 98 (Gulf Breeze Parkway)	East of Hospital Entrance	51,000	E+10%	40,370	YES *
	East of Pensacola Beach Blvd.	42,500	E+10%	40,370	YES *
	West of Pensacola Beach Blvd.	47,000	E+10%	60,830	No
	West of Shoreline/Daniel	58,000	E+10%	60,830	No
	East of Fairpoint/Northcliff	49,500	E+10%	60,830	No
	West of Fairpoint/Northcliff	54,500	E+10%	60,830	No
Shoreline Drive/ Daniel Street	Shoreline Drive South of US 98	3,800	D	14,850	No
	Daniel Street North of US 98	5,400	D	14,850	No
Fairpoint Drive/ Northcliff Drive	Northcliff Drive North of US 98	4,300	D	14,850	No
	Fairpoint Drive S of US 98	7,500	D	14,850	No
Hospital Entrance/ Commercial Entrance	North of US 98	3,600	D	10,725	No
	South of US 98	2,400	D	10,725	No

Source: Gulf Breeze Access Management Study (2012), Gulf Breeze Comprehensive Plan (2011)

Table 3.1 – Forecasted (2040) AADTs and Level of Service

ROADWAY	LOCATION	2040 AADT	ADOPTED LOS STANDARD	DAILY CAPACITY	CAPACITY EXCEEDED?
Pensacola Beach Blvd.	South of US 98 (Gulf Beach Parkway)	33,500	E+10%	40,370	No
US 98 (Gulf Breeze Parkway)	East of Hospital Entrance	60,500	E+10%	40,370	YES *
	East of Pensacola Beach Blvd.	54,000	E+10%	40,370	YES *
	West of Pensacola Beach Blvd.	59,500	E+10%	60,830	No
	West of Shoreline/Daniel	73,500	E+10%	60,830	YES
	East of Fairpoint/Northcliff	63,000	E+10%	60,830	YES
	West of Fairpoint/Northcliff	69,500	E+10%	60,830	YES
Shoreline Drive/ Daniel Street	Shoreline Drive South of US 98	4,800	D	14,850	No
	Daniel Street North of US 98	6,900	D	14,850	No
Fairpoint Drive/ Northcliff Drive	Northcliff Drive North of US 98	5,400	D	14,850	No
	Fairpoint Drive S of US 98	9,400	D	14,850	No
Hospital Entrance/ Commercial Entrance	North of US 98	4,600	D	10,725	No
	South of US 98	3,000	D	10,725	No

Source: Gulf Breeze Access Management Study (2012), Gulf Breeze Comprehensive Plan (2011)

IMPROVEMENT	DESCRIPTION	UNIT	COST	QUANTITY	PROBABLE COST
Pensacola Beach Fly over	Abutment to Abutment including parapets, length 1500 ft width 60 ft(1 lane to Beach 1 lane to GB)	SF	\$160	90,000	\$14,400,000
New Traffic Signals, 4-Leg Intersection	Mast Arm Design 2 lane Approach	EA	\$350,000	3	\$1,050,000
				TOTAL	\$15.45 Million



US 98 and Pensacola Bridge Improvements (Northbound)



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: March 24, 2016

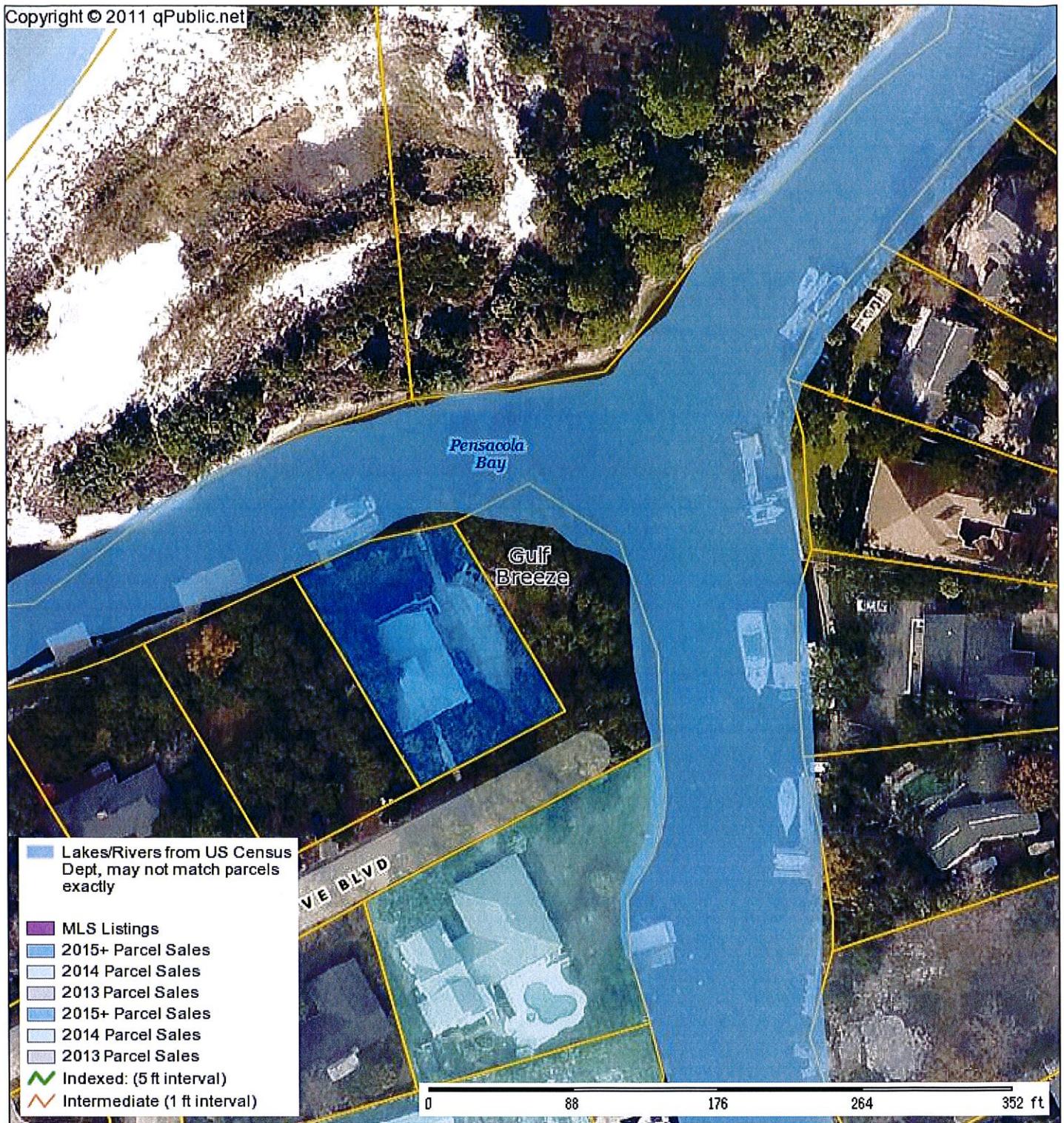
Subject: Improvement of Gilmore Bayou Parcel

Attached is an aerial photo of a parcel of property owned by the City which is largely unimproved. The City has periodically cleared the area at the east end of Navy Cove Boulevard. Similar to the Catawba right-of-way, this parcel could prove very attractive as a way for citizens to access Gilmore Bayou, Deadman's Island, and Pensacola Bay. A seawall could be built around the perimeter with a space for launching kayaks or paddle boards.

The Florida Recreation Development Assistance Program (FRDAP) has funds annually available for grants for this type of project. The first step in pursuing this project along with grants to fund a portion of the cost would be to develop a conceptual plan for the project that could be presented to homeowners, park advisory groups, and citizens. We will work with local marine contractors on a sketch of a plan.

RECOMMENDATION:

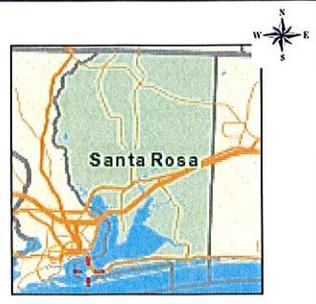
THAT THE CITY COUNCIL ENDORSE THE PREPARATION OF CONCEPTUAL PLANS FOR A WATERFRONT PARK ON NAVY COVE BOULEVARD AT GILMORE BAYOU FOR POTENTIAL SUBMITTAL FOR A FRDAP GRANT.



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 lines on the map are a representation of the property lines and are not nor are they intended to be used as a survey. The assessment information is from the last certified tax roll. All data is subject to change before the next certified tax roll. Greg Brown Santa Rosa County Property Appraiser.
 Date printed: 03/24/16 - 14:57:22



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: March 18, 2016

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

On January 4, 2016, the City Council decided to retain the law firm of Smolker, Bartlett, Loeb, Hinds and Sheppard to assist the City with certain eminent domain, environmental and regulatory taking issues.

We have received the following invoices for professional services provided in January 2016:

Invoice No. 95651 \$ 737.50 – Regulatory taking by SRC of City-owned Tiger Point *(expense to SSRUS)*

Invoice No. 95652 \$ 687.50 – Catawba Street Eminent Domain

Invoice No. 95653 \$ 150.00 – Florida Department of Transportation Bridge Expansion Project

A copy of each invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICES 95651 AND 95652 FOR A TOTAL AMOUNT OF \$1,425.00 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A. AND

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE CRA AND AUTHORIZE THE PAYMENT OF INVOICE 95653 IN THE AMOUNT OF \$150.00 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A.

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561



February 29, 2016

Invoice # 95653

In Reference To: # 24139 - Florida Department of Transportation Bridge
Expansion Project

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
2/11/2006 DS	Review emails regarding meet with Florida Department of Transportation.	0.10 250.00/hr	25.00
2/12/2016 DS	Review email from client; email clients regarding engineering expert.	0.25 250.00/hr	62.50
2/19/2016 DS	Review and respond to emails regarding how to deal with Florida Department of Transportation.	0.25 250.00/hr	62.50
	For professional services rendered	0.60	\$150.00
	Previous balance		\$712.50
	Balance due		<u><u>\$862.50</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	0.60	250.00	\$150.00

City of Gulf Breeze

Invoice # 95653

Page 2

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422



City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561

February 29, 2016

Invoice # 95652

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

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
2/8/2016 DS	Conference call with clients regarding status, strategy and follow through.	0.75 250.00/hr	187.50
2/10/2016 DS	Review appraiser proposal for services; email client regarding same; draft revisions to proposal; review emails.	0.25 250.00/hr	62.50
2/11/2016 DS	Review R. Parham latest proposal for services; conference with R. Parham regarding appraisal needs; review files; email Resolution of Necessity and survey to R. Parham; review emails from client.	0.75 250.00/hr	187.50
2/19/2016 DS	Review Ch. 73 and 74 to confirm critical path and timing of quick taking parcels; review revised proposal from appraiser; email clients regarding critical path and appraisal proposal.	1.00 250.00/hr	250.00
	For professional services rendered	2.75	\$687.50
	Previous balance		\$8,278.19
	Balance due		<u>\$8,965.69</u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	2.75	250.00	\$687.50

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.

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

SMOLKER, BARTLETT, LOEB, HINDS & SHEPPARD, P.A.

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422

City of Gulf Breeze
Attention: Curt Carver
1070 Shoreline Dr.
Gulf Breeze, FL 32561



February 29, 2016

Invoice # 95651

In Reference To: # 24137 - Possible claim of regulatory taking by Santa Rosa
County of City-owned Tiger Point Golf & CC

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
2/17/2016 DS	Conference with C. Mathews regarding status, strategy and follow through.	0.25 250.00/hr	62.50
2/29/2016 RCM	Analyze all correspondence, documents and maps provided by client in order to incorporate analysis into determining strategy for drafting opinion letter to County Attorney.	2.70 250.00/hr	675.00
	For professional services rendered	2.95	\$737.50
	Previous balance		\$625.00
	Balance due		<u>\$1,362.50</u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clay Mathews	2.70	250.00	\$675.00
David Smolker - Attorney	0.25	250.00	\$62.50

City of Gulf Breeze

Invoice # 95651

Page 2

Payments received after the date of invoice are not reflected in this statement.

We accept Visa, Mastercard, Discover Card and American Express.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk

Date: March 23, 2016

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

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

We have received Invoice No. 327702 in the amount of \$25,404.00 for professional services through February 29, 2016 from GJTBS. A copy of the invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 327702 IN THE AMOUNT OF \$25,404.00 TO GJTBS.



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

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

Benjamin J. Zimmern

Director

Licensed in Florida and Alabama

bjzimmern@gallowayjohnson.com

118 E. Garden St
Pensacola, FL 32502
Tel: 850.436.7000
Fax: 850.436.7099
www.gitbs.com

March 21, 2016
Electronic Mail

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

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

Dear Mr. Eddy:

We have enclosed our invoice for professional services rendered and costs incurred in handling the above referenced matter for the period through February 29, 2016. We trust that you will find this statement to be in order and have it placed in line for payment. Please be sure to include our file number on your remittance to ensure proper crediting to your account.

With best regards, I am,

Cordially,

/s/ Benjamin J. Zimmern

Benjamin J. Zimmern

BJZ/dsj
Enclosure (GJTBS #327702)



Gulf Coast
 Tax & Business
 Services, LLC
 701 Poydras Street, 40th Floor
 New Orleans, LA 70139
 Telephone: (504) 525-6802
 Fax: (504) 525-2456
<http://www.gitbs.com>

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

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

March 21, 2016
 Client: FL8352
 Matter: 000003
 Invoice #: 327702
 Resp. Atty: BJZ
 Page: 1

RE: Reese-Peters

For Professional Services Rendered Through February 29, 2016

TOTAL SERVICES	\$25,114.00
TOTAL DISBURSEMENTS	\$290.00
TOTAL CHARGES FOR THIS BILL	\$25,404.00
TOTAL NOW DUE	\$25,404.00

Wire Instructions

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

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



GULF BREEZE ATTORNEYS
 P.C.
 504 N. Baylen Street
 Pensacola, FL 32501-3904
 Phone: (904) 433-1111
 Fax: (904) 433-1112
 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

March 21, 2016
 Client: FL8352
 Matter: 000003
 Invoice #: 327702
 Resp Atty: BJZ
 Page: 1

RE: Reese-Peters

For Professional Services Rendered Through February 29, 2016

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/01/2016	BJZ	Review of prior hearing transcripts and notes from same regarding preparation for trial and final hearing.	0.60	\$250.00	\$150.00
02/01/2016	BJZ	Evaluate recent case law on issues of prescriptive easement and ejectment regarding preparation of pretrial brief on legal elements and standards.	1.80	\$250.00	\$450.00
02/01/2016	BJZ	Begin preparation of pretrial brief outlining history of claim, admitted facts, and standard for recovery.	2.40	\$250.00	\$600.00
02/02/2016	BJZ	Evaluate admissibility issues related to prior statements by Plaintiffs' attorneys for use at trial.	0.60	\$250.00	\$150.00
02/02/2016	BJZ	Begin preparation of opening and closing arguments regarding background of claim, legal issues, evidentiary standards, and Plaintiffs' admissions.	0.60	\$250.00	\$150.00
02/03/2016	BJZ	Telephone conference from clerk regarding service of subpoena on city staff.	0.10	\$250.00	\$25.00
02/03/2016	BJZ	Receipt and review correspondence from L. Dewberry regarding availability for trial and trial prep.	0.10	\$250.00	\$25.00
02/03/2016	BJZ	Receipt and review subpoena served on R. Pulley regarding enforceability.	0.20	\$250.00	\$50.00
02/03/2016	BJZ	Begin preparation of outline for fact witnesses regarding issues related to elements of claim for use at trial.	0.70	\$250.00	\$175.00
02/03/2016	BJZ	Continued preparation of cross examination outline for P. Peters for use at trial.	0.50	\$250.00	\$125.00

March 21, 2016

Client: FL8352

Matter: 000003

Invoice #: 327702

Resp Atty: BJZ

Page: 2

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/03/2016	JFT	Telephone call to Judge's judicial assistant for additional details of trial beginning on February 10, 2016 regarding technology available in courtroom.	0.10	\$95.00	\$9.50
02/03/2016	JFT	Receipt and review, email from resident, Lynette Dewberry regarding her Affidavit.	0.10	\$95.00	\$9.50
02/03/2016	JFT	Telephone call to resident, Lynette Dewberry regarding her Affidavit and trial details.	0.40	\$95.00	\$38.00
02/03/2016	JFT	Update and analyze spreadsheet of residents appearing as witnesses on behalf of the City of Gulf Breeze in trial regarding effect of knowledge, time in area, and frequency of use.	1.20	\$95.00	\$114.00
02/03/2016	JFT	Telephone call to resident, Chip Carter regarding being a possible witness at trial.	0.20	\$95.00	\$19.00
02/03/2016	JFT	Analyze file for deposition/hearing transcripts of the City's witnesses/employees to be forwarded for review prior to trial.	0.20	\$95.00	\$19.00
02/03/2016	JFT	Draft detailed email to resident, Lynette Dewberry with attached hearing transcript for review prior to trial.	0.20	\$95.00	\$19.00
02/03/2016	JFT	Draft email to Edwin Eddy with attached hearing transcript for review prior to trial.	0.20	\$95.00	\$19.00
02/03/2016	JFT	Draft email to Ron Pulley with attached hearing transcript for review prior to trial.	0.20	\$95.00	\$19.00
02/03/2016	JFT	Analyze file for pertinent information regarding all witnesses appearing at trial on behalf of the City of Gulf Breeze.	1.80	\$95.00	\$171.00
02/04/2016	BJZ	Review public records regarding identification of address for K.Bell regarding service of subpoena for trial.	0.30	\$250.00	\$75.00
02/04/2016	BJZ	Preparation of trial exhibits regarding prior repair records and FEMA documents.	0.80	\$250.00	\$200.00
02/04/2016	BJZ	Prepare detailed correspondence to Plaintiff attorney regarding settlement offer for L.Reese and exchange of exhibit lists.	0.40	\$250.00	\$100.00
02/04/2016	BJZ	Receipt and review correspondence from L.Dewberry regarding additional pictures of stairway.	0.20	\$250.00	\$50.00
02/04/2016	BJZ	Prepare trial testimony outline for surveyor regarding Plaintiffs' improvements into right of way.	0.80	\$250.00	\$200.00
02/04/2016	BJZ	Supplement exhibit list regarding prior correspondence between attorneys and photographs of disputed property.	0.40	\$250.00	\$100.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/04/2016	JFT	Draft Subpoena to Appear at Trial to Ken Bell.	0.30	\$95.00	\$28.50
02/04/2016	JFT	Draft correspondence to be served with Subpoena to Appear at Trial to Ken Bell.	0.20	\$95.00	\$19.00
02/04/2016	JFT	Draft email to process server regarding correspondence and Subpoena to Appear at Trial to Ken Bell.	0.10	\$95.00	\$9.50
02/04/2016	JFT	Analyze all file material for pertinent documents for use at upcoming trial, including: Complaint, Answers, Motion for Summary Judgments, Counter-Claims, Answers to Counter-Claims, any Motions, Orders, etc.	0.60	\$95.00	\$57.00
02/05/2016	BJZ	Meeting with J.Brazelle, citizen and witness, regarding trial preparation as to testimony.	0.90	\$250.00	\$225.00
02/05/2016	BJZ	Meeting with L.Dewberry, citizen and witness, regarding trial preparation as to testimony.	0.60	\$250.00	\$150.00
02/05/2016	BJZ	Meeting with P.Neumann, citizen and witness, regarding trial preparation as to testimony.	0.70	\$250.00	\$175.00
02/05/2016	BJZ	Meeting with R.Sutton, citizen and witness, regarding trial preparation as to testimony.	0.40	\$250.00	\$100.00
02/05/2016	BJZ	Meeting with M.Gipson, citizen, city employee, and witness, regarding trial preparation as to testimony.	0.70	\$250.00	\$175.00
02/05/2016	BJZ	Meeting with A.Cunningham, citizen and witness, regarding trial preparation as to testimony.	0.50	\$250.00	\$125.00
02/05/2016	BJZ	Meeting with S.Tanner, citizen and witness, regarding trial preparation as to testimony.	0.60	\$250.00	\$150.00
02/05/2016	BJZ	Review of file documents, discovery production, and photographs regarding identification of documents for use at trial.	0.70	\$250.00	\$175.00
02/05/2016	BJZ	Receipt and review Plaintiffs notice of filing subpoena on R.Pulley regarding validity and enforceability.	0.10	\$250.00	\$25.00
02/05/2016	BJZ	Prepare memorandum on admissibility of party's deposition regarding objections raised by Plaintiffs' attorney.	0.40	\$250.00	\$100.00
02/05/2016	BJZ	Receipt and review correspondence from Plaintiffs' attorney regarding declining to make an offer to resolve case.	0.10	\$250.00	\$25.00
02/05/2016	BJZ	Receipt and review correspondence from Plaintiffs' attorney regarding discovery issues, witnesses for trial, and agreed exhibit list.	0.20	\$250.00	\$50.00
02/05/2016	BJZ	Begin preparation of opening remarks for upcoming trial.	1.30	\$250.00	\$325.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/05/2016	BJZ	Evaluate strategy issues related to Plaintiffs' decision to not subpoena city and potential inability of Plaintiffs' to introduce certain evidence at trial as a result.	0.50	\$250.00	\$125.00
02/05/2016	BJZ	Review prior pleadings and responses regarding identification of admitted evidence as to prescriptive easement and ejection for use at trial.	0.40	\$250.00	\$100.00
02/05/2016	BJZ	Analyze potential admissibility issues for evidence regarding authenticity of documents for use at trial.	0.60	\$250.00	\$150.00
02/05/2016	BJZ	Begin preparation of witness order for trial following discussions and meetings with members of the public.	0.30	\$250.00	\$75.00
02/05/2016	BJZ	Identify photographs for enlargement and use at trial.	0.30	\$250.00	\$75.00
02/05/2016	JFT	Continue analyzing all file material for pertinent documents for use at trial, including: pleadings, prior discovery, photographs, and other records.	2.80	\$95.00	\$266.00
02/05/2016	JFT	Retrieve case law from Westlaw for attorneys use at upcoming trial regarding admissibility of party's deposition, and admissions by attorney as agent.	0.70	\$95.00	\$66.50
02/05/2016	JFT	Analyze photographs from opposing counsel in preparation for trial.	0.20	\$95.00	\$19.00
02/05/2016	JFT	Telephone call from Rodney Sutton regarding details for trial.	0.20	\$95.00	\$19.00
02/05/2016	JFT	Analyze correspondence from City of Gulf Breeze regarding Saltmarsh, Cleveland & Gund audit in preparation for drafting response.	0.20	\$95.00	\$19.00
02/05/2016	JFT	Analyze file material for case outline and prior invoices to City of Gulf Breeze in preparation for drafting response to Saltmarsh, Cleveland & Gund regarding audit.	1.90	\$95.00	\$180.50
02/07/2016	BJZ	Prepare outline for cross examination of Plaintiff P.Peters.	0.70	\$250.00	\$175.00
02/07/2016	BJZ	Prepare trial testimony outlines for members of the public who have been identified as witnesses regarding background on usage, knowledge and experience using disputed property.	0.90	\$250.00	\$225.00
02/07/2016	BJZ	Prepare outline for trial testimony of R.Pulley.	0.60	\$250.00	\$150.00
02/07/2016	BJZ	Prepare outline for trial testimony of B.Eddy.	0.40	\$250.00	\$100.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/07/2016	BJZ	Continued preparation of opening remarks regarding background of claim, proposed testimony, and legal issues.	0.60	\$250.00	\$150.00
02/07/2016	BJZ	Review deposition transcripts of P.Peters, J.Reese, and R.Pulley regarding preparation for trial testimony outlines.	0.40	\$250.00	\$100.00
02/07/2016	BJZ	Evaluate admissibility issues related to prior statements from Plaintiffs' attorneys regarding history of trespassing on property as admissions of the Plaintiffs themselves.	0.70	\$250.00	\$175.00
02/07/2016	BJZ	Review of additional photographs produced by Plaintiffs for identification of images for enlargement.	0.50	\$250.00	\$125.00
02/07/2016	BJZ	Additional preparation of pretrial brief regarding history of usage at the property, impact of physical improvements on land as evidence of historical usage, and elements of claims.	0.90	\$250.00	\$225.00
02/08/2016	BJZ	Meeting with B. Nobles, citizen and witness, regarding trial preparation as to testimony.	0.80	\$250.00	\$200.00
02/08/2016	BJZ	Meeting with D.Kemp, citizen and witness, regarding trial preparation as to testimony.	0.60	\$250.00	\$150.00
02/08/2016	BJZ	Receipt and review correspondence from Plaintiffs' attorney regarding subpoena to K.Bell.	0.10	\$250.00	\$25.00
02/08/2016	BJZ	Telephone Conference with Plaintiffs' attorney and K.Bell regarding trial testimony.	0.40	\$250.00	\$100.00
02/08/2016	BJZ	Receipt and review correspondence from Plaintiffs' attorney regarding exhibit list for trial.	0.10	\$250.00	\$25.00
02/08/2016	BJZ	Evaluate Plaintiffs' exhibit list regarding overlap with city's proposed exhibits and identifying objections to Plaintiffs' exhibits.	0.90	\$250.00	\$225.00
02/08/2016	BJZ	Telephone conference with M.Gibson regarding preparation for trial.	0.90	\$250.00	\$225.00
02/08/2016	BJZ	Continued preparation on pre-trial brief regarding analysis of applicable case law in support of claim.	0.60	\$250.00	\$150.00
02/08/2016	BJZ	Additional preparation of trial exhibit list regarding parties' agreement to mutually produce same.	0.50	\$250.00	\$125.00
02/08/2016	BJZ	Supplement draft cross examination of P.Peters regarding historical use of property.	0.80	\$250.00	\$200.00
02/08/2016	BJZ	Prepare cross examination outline for Plaintiff L.Reese regarding historical use of property, trespassers, and lack of invitation as to public.	0.60	\$250.00	\$150.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/08/2016	BJZ	Draft order of proof regarding all witnesses and evidence to be introduced by them to ensure all evidence presented before the court.	0.70	\$250.00	\$175.00
02/08/2016	BJZ	Trial preparation regarding identifying order of testimony for City's case so as to make best presentation of evidence.	0.50	\$250.00	\$125.00
02/08/2016	BJZ	Preparation of timeline for use at trial regarding historical use of property well in excess of necessary period.	0.60	\$250.00	\$150.00
02/08/2016	BJZ	Review issues raised by Plaintiffs' in telephone conference regarding subpoena on K.Bell.	0.40	\$250.00	\$100.00
02/08/2016	JFT	Analyze file regarding summary of facts to establish during direct/cross examination of Plaintiffs, witnesses and City officials.	2.60	\$95.00	\$247.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Lynette Dewberry at trial.	0.40	\$95.00	\$38.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Bryan Nobles at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of High Tanner, Jr. at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Patt Neumann at trial.	0.30	\$95.00	\$28.50
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Rodney Sutton at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Mark Gipson at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Anthony Cunningham at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Jay Brazelle at trial.	0.30	\$95.00	\$28.50
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of David Kemp at trial.	0.30	\$95.00	\$28.50
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to direct examination of Ron Pulley at trial.	0.30	\$95.00	\$28.50

March 21, 2016

Client: FL8352

Matter: 000003

Invoice #: 327702

Resp Atty: BJJ

Page: 7

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to cross examination of Peter Peters at trial.	0.70	\$95.00	\$66.50
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to cross examination of Mitzi Peters at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to cross examination of Lance Reese at trial.	0.60	\$95.00	\$57.00
02/08/2016	JFT	Analyze voluminous photos/exhibits to identify those pertinent to cross examination of Jamie Reese at trial.	0.20	\$95.00	\$19.00
02/08/2016	JFT	Analyze Plaintiffs' Exhibit List to Defendant's Exhibit List in preparation for trial.	0.40	\$95.00	\$38.00
02/08/2016	JFT	Analyze photographs of subject property in preparation for determining which photographs to enlarge for exhibits at trial.	1.40	\$95.00	\$133.00
02/09/2016	BJJ	Meeting with R.Pulley regarding preparation for trial testimony.	0.70	\$250.00	\$175.00
02/09/2016	BJJ	Meeting with B.Eddy regarding preparation for trial testimony.	0.60	\$250.00	\$150.00
02/09/2016	BJJ	Telephone conference with Plaintiffs' attorney regarding proposed exhibits and agreement on admissibility of same.	0.40	\$250.00	\$100.00
02/09/2016	BJJ	Telephone conference with J.Green, potential expert regarding history of usage and frequency of traversing disputed property.	0.80	\$250.00	\$200.00
02/09/2016	BJJ	Additional evaluation of admissions made by attorney as binding on behalf of client regarding prior correspondence from Plaintiffs' attorneys.	0.90	\$250.00	\$225.00
02/09/2016	BJJ	Prepare correspondence to Plaintiffs' attorney regarding bates stamp exhibits and mutual agreement on admissibility of exhibits.	0.20	\$250.00	\$50.00
02/09/2016	BJJ	Prepare detailed correspondence to Plaintiffs' attorney regarding overlap of parties exhibits and agreement to admission of same.	0.40	\$250.00	\$100.00
02/09/2016	BJJ	Receipt and review correspondence from Plaintiffs' attorney regarding agreement on exhibits.	0.10	\$250.00	\$25.00
02/09/2016	BJJ	Evaluate potential evidentiary objections on proposed exhibits regarding preparation for trial.	1.10	\$250.00	\$275.00
02/09/2016	BJJ	Prepare trial testimony outline for B.Eddy.	0.70	\$250.00	\$175.00
02/09/2016	BJJ	Prepare trial testimony outline for R.Pulley.	0.60	\$250.00	\$150.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/09/2016	BJZ	Supplement cross examination outline for L.Reese regarding historical usage, photographic evidence and maintenance of property.	0.70	\$250.00	\$175.00
02/09/2016	BJZ	Supplement cross examination outline for P.Peters regarding history of trespass, prior statements by attorneys, and maintenance of property.	0.60	\$250.00	\$150.00
02/09/2016	BJZ	Prepare trial testimony outlines for 9 members of public to testify on history of usage of disputed property.	1.70	\$250.00	\$425.00
02/09/2016	BJZ	Continued preparation of opening and closing remarks regarding summary of evidence, history of usage, and elements of claims.	1.10	\$250.00	\$275.00
02/09/2016	BJZ	Final trial preparations regarding exhibits for use at trial, summary of arguments, photographs of scene, witness order, prior hearings, and prior rulings by court.	1.10	\$250.00	\$275.00
02/09/2016	JFT	Telephone call from resident, Rodney Sutton regarding trial details.	0.20	\$95.00	\$19.00
02/09/2016	JFT	Telephone call to resident, Jay Brazelle regarding trial details.	0.20	\$95.00	\$19.00
02/09/2016	JFT	Telephone call to resident, Anthony Cunningham regarding trial details.	0.10	\$95.00	\$9.50
02/09/2016	JFT	Telephone call to resident, Bryan Nobles regarding trial details.	0.20	\$95.00	\$19.00
02/09/2016	JFT	Telephone call to resident, David Kemp regarding trial details.	0.10	\$95.00	\$9.50
02/09/2016	JFT	Telephone call from resident, Lynette Dewberry regarding trial details.	0.20	\$95.00	\$19.00
02/09/2016	JFT	Telephone call from resident, E. Parker, Sr. regarding trial details.	0.10	\$95.00	\$9.50
02/09/2016	JFT	Telephone call to resident, Hugh Tanner regarding trial details.	0.10	\$95.00	\$9.50
02/09/2016	JFT	Telephone call from resident, Bryan Nobles regarding additional trial details.	0.20	\$95.00	\$19.00
02/09/2016	JFT	Telephone call from resident, Lynette Dewberry regarding additional trial details.	0.10	\$95.00	\$9.50
02/09/2016	JFT	Continue analyzing voluminous file material and photographs for pertinent documents regarding discovery notebook for use at trial.	3.40	\$95.00	\$323.00
02/09/2016	JFT	Review enlarged exhibits for trial in preparation for labeling them appropriately for identification.	0.30	\$95.00	\$28.50
02/09/2016	JFT	Label enlarged exhibits appropriately for identification at trial.	1.10	\$95.00	\$104.50

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
02/10/2016	BJZ	Trial- Day 1.	8.70	\$250.00	\$2,175.00
02/10/2016	BJZ	Return travel from Milton following first day of trial.	0.50	\$250.00	\$125.00
02/10/2016	BJZ	Preparation for second day of trial.	2.80	\$250.00	\$700.00
02/10/2016	JFT	Assist attorney in trial with witness testimony and exhibits.	8.50	\$95.00	\$807.50
02/10/2016	JFT	Analyze all Plaintiff/Defendant exhibits introduced at trial in preparation for additional exhibits that need to be introduced on day two.	1.80	\$95.00	\$171.00
02/11/2016	BJZ	Trial Day 2.	7.00	\$250.00	\$1,750.00
02/11/2016	BJZ	Receipt and review Plaintiffs' motion for directed verdict.	0.50	\$250.00	\$125.00
02/11/2016	BJZ	Prepare detailed response to Plaintiffs' motion for directed verdict regarding outline of testimony and evidence in case and case law in support of prescriptive easement.	3.70	\$250.00	\$925.00
02/11/2016	BJZ	Evaluate case law cited by Plaintiffs' in motion for directed verdict regarding elements and requirements for claim of prescriptive easement.	0.60	\$250.00	\$150.00
02/11/2016	BJZ	Prepare for hearing on motion for directed verdict, Plaintiffs' witnesses, and closing arguments.	1.90	\$250.00	\$475.00
02/11/2016	JFT	Assist attorney in trial with witness testimony and exhibits.	7.00	\$95.00	\$665.00
02/11/2016	JFT	Analyze file regarding summary of facts to establish during closing arguments of trial.	2.20	\$95.00	\$209.00
02/12/2016	BJZ	Final day of trial.	4.90	\$250.00	\$1,225.00
02/12/2016	BJZ	Return travel from Milton following final day of trial.	0.40	\$250.00	\$100.00
02/12/2016	JFT	Assist attorney in trial with witness testimony, exhibits, and closing arguments of trial.	4.90	\$95.00	\$465.50
02/18/2016	BJZ	Begin preparation of proposed final judgment.	0.80	\$250.00	\$200.00
02/22/2016	BJZ	Continue preparation of proposed final judgment.	0.70	\$250.00	\$175.00
02/24/2016	BJZ	Continue preparation of proposed final judgment.	1.40	\$250.00	\$350.00
02/24/2016	BJZ	Review trial exhibits and testimony regarding items to include in final judgment.	0.70	\$250.00	\$175.00
02/29/2016	BJZ	Supplement draft proposed final judgment regarding factual back ground on claim and elements of prescriptive easement.	0.70	\$250.00	\$175.00
Total Professional Services			132.20		\$25,114.00

March 21, 2016
 Client: FL8352
 Matter: 000003
 Invoice #: 327702
 Resp Atty: BJZ
 Page: 10

PERSON RECAP

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	81.00	\$250.00	\$20,250.00
JFT Jamie F. Thurman	51.20	\$95.00	\$4,864.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
02/16/2016	Thornton Process Service- Subpoena Fees- Invoice#2016000540 Papers Served 1/29/16 NML	\$45.00
02/16/2016	Thornton Process Service- Subpoena Fees- Invoice#2016000533 Papers Served 1/29/16 NML	\$45.00
02/16/2016	Thornton Process Service- Subpoena Fees- Invoice#2016000534 Papers Served 2/1/16 NML	\$45.00
02/16/2016	Thornton Process Service- Subpoena Fees- Invoice#2016000544 Papers Served 1/29/16 NML	\$45.00
02/16/2016	Thornton Process Service- Subpoena Fees- Invoice#2201600538 Papers Served 1/29/16 NML	\$45.00
02/25/2016	Thornton Process Service- Subpoena Fees- Invoice#201600742 Papers Served 2/9/16 NML	\$65.00
Total Disbursements		\$290.00
TOTAL SERVICES		\$25,114.00 ✓
TOTAL DISBURSEMENTS		\$290.00 ✓
TOTAL CHARGES FOR THIS BILL		\$25,404.00 ✓
NET BALANCE FORWARD		\$0.00
TOTAL NOW DUE		\$25,404.00

Wire Instructions

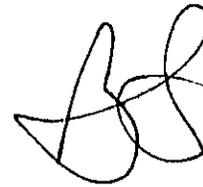
Bank Name: Capital One Bank
Address: 313 Carondelet St., New Orleans, LA 70130
Acct No.: 812301764
ABA No.: 065000090
Swift Code: HIBKUS44
For Account of: Galloway, Johnson, Tompkins, Burr and Smitt

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

Thornton Process Service
8654 Meadowbrook Drive
Pensacola, FL 32514
Phone: (850) 478-3333
Fax: (850) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000742
2/9/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: Santa Rosa 2013 CA 000838

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED
SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 2/5/2016 Served: 2/6/2016 4:00 pm INDIVIDUAL
To be served on: KEN B. BELL

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Escambia - RUSH	1.00	65.00	65.00
TOTAL CHARGED:			\$65.00
BALANCE DUE:			\$65.00

You may now CHECK the STATUS of your papers online at www.outserving.com! Call or email us for your own personal login information. Our NEW EMAIL address is office@outserving.com.

We can serve your papers in ALL 50 STATES!!

Add LATE FEE of \$25 after 60 days.

Thornton Process Service
8654 Meadowbrook Drive
Pensacola, FL 32514
Phone: (850) 478-3333
Fax: (850) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000538
1/29/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: Santa Rosa 2013 CA 000838

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 1/26/2016 Served: 1/28/2016 5:55 pm INDIVIDUAL
To be served on: LYNETTE DEWBERRY

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Santa Rosa	1.00	45.00	45.00
TOTAL CHARGED:			\$45.00
BALANCE DUE:			\$45.00

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Thornton Process Service
8654 Meadowbrook Drive
Pensacola, FL 32514
Phone: (850) 478-3333
Fax: (850) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000534
2/1/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: Santa Rosa 2013 CA 000838

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 1/26/2016 Served: 2/1/2016 9:19 am INDIVIDUAL
To be served on: E. WAYNE PARKER, SR.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Escambia	1.00	30.00	30.00
TOTAL CHARGED:			\$30.00
BALANCE DUE:			\$30.00

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Process Service
Thornbrook Drive
8654, FL 32514
Pensacola (905) 478-3333
Pensacola (905) 478-3444
Fla. (905) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000544
1/29/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: Santa Rosa 2013 CA 000838

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 1/26/2016 Served: 1/28/2016 6:00 pm INDIVIDUAL
To be served on: KATHLEEN P. NEUMANN

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Santa Rosa	1.00	45.00	45.00
TOTAL CHARGED:			\$45.00
BALANCE DUE:			\$45.00

You may now CHECK the STATUS of your papers online at www.outserving.com! Call or email us for your own personal login information. Our NEW EMAIL address is office@outserving.com.

We can serve your papers in ALL 50 STATES!!

Add LATE FEE of \$25 after 60 days.

Thornton Process Service
8654 Meadowbrook Drive
Pensacola, FL 32514
Phone: (850) 478-3333
Fax: (850) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000533
1/29/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: **Santa Rosa 2013 CA 000838**

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 1/26/2016 Served: 1/29/2016 10:11 am INDIVIDUAL
To be served on: BRYAN NOBLES

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Escambia	1.00	30.00	30.00
TOTAL CHARGED:			\$30.00
BALANCE DUE:			\$30.00

You may now CHECK the STATUS of your papers online at www.outserving.com! Call or email us for your own personal login information. Our NEW EMAIL address is office@outserving.com.

We can serve your papers in ALL 50 STATES!!

Add LATE FEE of \$25 after 60 days.

Thornton Process Service
8654 Meadowbrook Drive
Pensacola, FL 32514
Phone: (850) 478-3333
Fax: (850) 478-3444
46-2300438

INVOICE

Invoice #TTH-2016000540
1/29/2016



Benjamin J. Zimmern
GALLOWAY, JOHNSON, et al
118 East Garden Street
Pensacola, FL 32502

Your Contact: Jamie Thurman
Case Number: Santa Rosa 2013 CA 000838

Plaintiff/Petitioner:
JOHN LANCE REESE, PETER PETERS AND MITZI PETERS, AS TRUSTEES OF THE PETERS LIVING TRUST DATED SEPTEMBER 9, 2010

Defendant/Respondent:
CITY OF GULF BREEZE, A MUNICIPAL CORPORATION, ET AL

Received: 1/26/2016 Served: 1/28/2016 6:05 pm INDIVIDUAL
To be served on: ANTHONY CUNNINGHAM

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee/Santa Rosa	1.00	45.00	45.00
TOTAL CHARGED:			\$45.00
BALANCE DUE:			\$45.00

You may now CHECK the STATUS of your papers online at www.outserving.com! Call or email us for your own personal login information. Our NEW EMAIL address is office@outserving.com.

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City of Gulf Breeze

Memorandum

To: Edwin A. Eddy, City Manager

From: Curt Carver, Deputy City Manager

Date: 3/24/2016

Subject: Employment Agreement

Enclosed please find a new employment agreement for Ed Gray for FY16. This agreement is the product of an amicable negotiation between Mr. Gray and staff based upon his timely submission of a proposed FY16 incentive bonus schedule. As you can see, the FY16 bonus is based on a CTA "Adjusted Net Income of CTA Before Transfer" of \$579,921. This is the approved FY16 Budget projection for the Agency. The adjustment made to net income is the amount of the bonus paid to Mr. Gray for the year. This was an issue that the parties recognized was problematic in the FY15 agreement after the fiscal year was closed and the Agency audit was in process. This will be described in more detail below. This agreement will avoid that unintended consequence for this current term.

As with the past agreement, the base compensation remains the same. The agreement provides a bonus schedule based on Agency financial performance relative to the above referenced adjusted net income before transfer. What is new to this agreement is a cap on that bonus so that total compensation cannot be greater than \$300,000. Partial bonus draws are permitted during the year subject to certain limitations, with the final bonus calculation being determined by the Agency's final FY16 audit. Certain benefit accruals were eliminated in this year's agreement. The agreement also modifies the City's contribution to Mr. Gray's 401a that results in an additional City contribution of \$3680 into that plan.

As mentioned above, this agreement corrects a mistake in the FY15 agreement. As you know, the payment of a performance bonus was based on a calculation of Net Income Before Transfers (Net Income) as determined by the FY15 audit. It came to our attention during the audit process that we failed to recognize that the payment of the bonus itself, would reduce Net Income under generally accepted accounting principles. This runs contrary to the City's intent to incentivize good performance and promote a fair and equitable relationship between the parties.

The FY15 agreement represented a transition in how compensation was to be calculated. The incentive bonus was a new element in Mr. Gray's compensation structure. The prior FY14 Net Income (on which the FY15 bonus was based) did not contain an incentive bonus payment. Therefore it has no impact on the agency's "bottom line." This year it does, which raises an apples to oranges comparison issue where the Net Income characteristics of one year are not the same as the Net Income of the following year.

This comparison issue and the other defects in intent and equity that were an unforeseen consequence of the current language, can be corrected. That correction can be found in Section 3. E. of the proposed agreement. This correction essentially backs out the bonus from the expense side of the ledger. The difference between the two approaches is \$21,124.51 in additional bonus compensation to Mr. Gray. The bonus calculation for both approaches is broken out in the table on the next page. As you can see, when Mr. Gray's bonus is included as an expense, Net Income for the agency is \$614,789. When Mr. Gray bonus is not included, Net Income increase to \$755,619. It is this latest figure that more accurately reflects the agency's performance when compared with the prior year (FY14) and what was intended by the parties when entering into the FY15 agreement. This is corrected in the FY16 agreement with use of Adjusted Net Income in Section B.

For the most part, the remainder of the document is unchanged from the prior year agreement. Should you have any questions regarding this issue, please do not hesitate to contact me.

Recommendation: That the City Council approve the employment agreement with Ed Gray as presented.

Enclosure

Incentive Bonus Alternative Calculations

	Bonus as Expense	Bonus not an Expense	Difference
Net Income Before Transfers Increase FY14 to FY15	\$614,789.00 224.32%	\$755,619.04 275.70%	
Net Income FY14	\$274,071.00	\$274,071.00	
125% of FY14 Net Income	\$342,588.75	\$342,588.75	
125% Bonus	\$100,000.00	\$100,000.00	
Difference > 125%	\$272,200.25	\$413,030.29	
15% of Difference > 125%	\$40,830.04	\$61,954.54	
Total Bonus	\$140,830.04	\$161,954.54	
Base	\$150,000.00	\$150,000.00	
Total Compensation	\$290,830.04	\$311,954.54	
Bonus Paid to Date	\$77,500.00	\$77,500.00	
Bonus Still Due	\$63,330.04	\$84,454.54	\$21,124.51

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into as of the 1st day of October, 2015 ("Effective Date"), by and between the CITY OF GULF BREEZE, a Florida municipal corporation (hereinafter "Employer"), and EDWARD M. GRAY, III, 1 Gray Oaks Lane, Gulf Breeze, Florida, 32561, (hereinafter "Employee"), who may hereinafter be individually referred to as a "Party" or collectively as the "Parties."

WITNESSETH:

WHEREAS, it is the intent of the Employee and the Employer that this Agreement supersede and replace the all prior agreements and understandings by and between the Parties in any manner relating to the subject matter contemplated herein including but not limited to that certain Employment Agreement dated April 1, 2015 between the Parties, except as provided in Section 3.E. herein; and,

WHEREAS, it is the desire of Employer to continue to secure and retain the services of the Employee to administer, oversee, service, market, etc., and serve as Executive Director of, the Capital Trust Agency, Inc. ("CTA"), including administering, overseeing, servicing, marketing, etc. Capital Trust Agency Community Development Entity, LLC, including its related or subsidiary entities, (collectively, "CDE"); and,

WHEREAS, it is also the desire of Employer to continue to secure and retain the services of the Employee to administer, oversee, service and market, etc. and serve as Executive Director of, Gulf Breeze Financial Services, Inc. ("GBFS"); and,

WHEREAS it is the intent of the Employee and Employer to create a transparent relationship and manner of compensation that is easily calculated; and,

WHEREAS the scope of this Agreement also includes compensation to the Employee for any and all services rendered for or on behalf of CDE; and

WHEREAS, Employee agrees to provide the services contemplated herein according to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do agree as follows:

1. **Description of Work:** Employer hereby employs Employee to perform, and Employee agrees to perform, the functions and duties of directing, overseeing, supervising, managing, marketing, etc.: (i) the activities and operations of CTA, GBFS and CDE as well as their subsidiary or related entities; (ii) the financing programs which have been created, or which

may be created hereafter, for which CTA is the issuer of its funding bonds (hereinafter individually referred to as a "Program" or collectively as the "Programs"); and (iii) the Local Government Loan Program Floating Rate Demand Revenue Bonds, Series 1985, and the corresponding 1985 Local Government Loan Program (hereinafter collectively "1985 Loan Program"). Employee shall also perform such other duties as are customarily performed by an executive director for entities such as CTA, CDE and GBFS and any other duties Employer may from time to time assign to Employee, including, but not limited to, such duties as outlined in Exhibit A. For example, in addition to the duties relating to CTA, CDE and/or GBFS, the Employee may be assigned to research, market and manage financing opportunities relating to entities under the auspice of Employer, including, but not limited to, Tiger Point Golf Course or the South Santa Rosa Utility System.

2. **Manner of Performance of Work:** The services contemplated herein must meet the approval of Employer and shall be subject to Employer's right of inspection and supervision to secure satisfactory completion thereof. In addition, Employee's performance of his duties as contemplated herein shall also be subject to supervision and inspection of CTA's Board of Directors (however, in the event of conflicting instruction from Employer and said Board of Directions, those of Employer shall control).

Employee agrees to devote his productive time, ability and attention on a full time basis in the performance of the duties contemplated herein. It is recognized that the Employee must devote a great deal of time outside the normal office hours in performing such duties and, to that end, Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his assigned duties and responsibilities.

Employee acknowledges that the proper performance of his responsibilities requires him to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. Employee agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided includes compensation for the performance of all such services. However, Employer intends that reasonable time off be permitted Employee, such as is customary for exempt employees so long as the time off does not interfere with the Employee's performance of his duties and responsibilities. Employee will devote full time and effort to the performance of his responsibilities and shall remain in the primary employ of the Employer during the term of this Agreement.

3. **Compensation:** For the services rendered by Employee pursuant to this Agreement, Employer agrees to compensate Employee by payment of a (i) a base amount, and (ii) potential for an annual incentive bonus, as follows:

A. For the Term of this Agreement (as defined in Section 5., below), Employee's base amount shall be at the annual rate of \$150,000 ("Base Amount"), which is to be paid monthly in equal payments on a payroll date that other employees of Employer are paid. The Base Amount may be amended for subsequent renewal terms of the Agreement by the Parties, provided that such

amendments will be effective only if set forth in a written amendment hereto that has been approved by the Gulf Breeze City Council. If the Base Amount has not been amended by an approved, written amendment, the base amount shall remain in effect for any subsequent renewal terms.

B. An Annual Incentive Bonus based on a percentage of “Net Income of CTA Before Transfer”, as adjusted upward by the amount of an Annual Incentive Bonus either paid prior to, or accrued by, September 30, 2016 (“Adjusted Net Income of CTA Before Transfer”), equal to, or in excess of \$579,921.00, for FY 2015-2016 as set forth in CTA’s “Audited Financial Statement” (“Audit”) for FY 2015-2016. The use of \$579,921.00 is the amount of Net Income Before Transfer established in the approved FY 2015-2016 Capital Trust Agency Budget. As such it reflects a reasonably accurate calculation of revenues and expenses for CTA.

<u>Adjusted Net Income of CTA Before Transfer of \$579,921.00 for FY 2015-2016</u>	<u>Amount of Annual Incentive Bonus</u>
Less than 100%	\$0
100%	\$50,000
101% to 124%	additional \$25,000
125%	additional \$25,000
Greater than 125%	60% of excess subject to a maximum of another \$50,000

For examples:

(1) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$579,000.00, the Annual Incentive Bonus would be \$0.00.

(2) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$580,000.00, the Annual Incentive Bonus would be \$50,000.00.

(3) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$669,921.00, the Annual Incentive Bonus would be \$50,000.00 plus \$25,000.00 [i.e., the percentage increase is both at or above 100% and between 101% to 124%) for a total of \$75,000.00.

(4) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$724,901.25, the Annual Incentive Bonus would be \$50,000.00 plus \$25,000.00 plus \$25,000.00 [i.e., the percentage increase is at or above 100%, 101% -124%, and at 125%) for a total of \$100,000.00.

(5) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$753,897.30, the Annual Incentive Bonus would be \$50,000.00 plus \$25,000.00 plus

\$25,000.00 [i.e., the percentage increase is at or above 100%, 101% -124%, and at 125%) plus \$17,397.63 [i.e., 60% of the amount in excess 125% of \$579,921 calculated as follows: \$753,897.30 – \$724,901.25 (which is 125% of \$579,921.00) = \$28996.05 x .60 = \$17397.63) for a total of \$117,397.63.

(6) If the Adjusted Net Income of CTA Before Transfer for FY 2015-2016 is \$811,889.40 the Annual Incentive Bonus would be \$50,000.00 plus \$25,000.00 plus \$25,000.00 [i.e., the percentage increase is at or above 100%, 101% -124%, and at 125%) plus \$50,000.00[i.e., 60% of the amount in excess 125% exceeds the \$50,000 cap, so the cap applies] for a total of \$150,000.00.

It shall be the responsibility of the Employee to have proposed unto the City Council no later than September 30th of the current term the incentive bonus schedule that will apply for the next yearly term of this Agreement. Following the Employee's timely submission of the incentive bonus schedule, the City Manager and City Staff will evaluate and discuss the incentive bonus schedule with the Employee and as reasonably practical thereafter prepare a recommendation for the incentive bonus schedule for City Council consideration. The City Council will endeavor to consider the incentive bonus schedule promptly thereafter. Failure of the Employee to have timely proposed said incentive bonus schedule shall mean that Employer shall not be obligated to pay an incentive bonus for that year. The approval of the new incentive bonus schedule by the City Council shall be evidenced by a proposed written amendment to this Agreement provided to, and signed by, the Employee within thirty (30) days following approval of the amendment to the Agreement by the City Council.

The Employee shall also ensure that borrowers and other appropriate parties under any currently existing or future Programs be charged and pay directly unto CTA all fees and the same be included as part of Adjusted Net Income for CTA Before Transfer for purposes of determining the incentive bonus contemplated in this Agreement. Employee shall not contract for or receive any other fees, remuneration or consideration for related services.

Except as contemplated in Subsection D, below, of this Section 3, any incentive bonus awarded per this Agreement shall be paid on or before the last day of the month following the month that the final Audit Report for the year the incentive bonus is calculated has been delivered to and accepted by the City Manager from the audit firm. For example, if the Audit Report for 2016 is delivered to and accepted by the City Manager on March 15, 2017, then the incentive bonus for 2016 shall be paid on or before April 30, 2017.

C. The compensation contemplated in the Agreement, including any incentive bonus, shall be deemed to include any remuneration due for any and all services provided by the Employee in any manner pertaining to or for the benefit of Employer, GBFS, CTA and CDE, as well as all other subsidiary or related entities.

D. For the Term of this Agreement (as defined in Section 5 below), draws against the estimated annual incentive bonus as defined in Subsection B, above, of this Section 3

may be paid to Employee in accordance with the following:

1. The draws against the estimated annual incentive bonus may begin April 15, 2016 and may continue until September 15, 2016, subject to the limitations contained herein.

2. The cumulative total of paid draws against the estimated annual incentive bonus, shall be no more than seventy-five percent (75%) of the estimated annual incentive bonus.

3. The amount of the estimated annual incentive bonus shall be determined based upon the Gulf Breeze City Manager's good faith calculation of anticipated Adjusted Net Income of CTA Before Transfer.

4. The draws against the estimated annual incentive bonus as contemplated in this Subsection D shall be paid only upon the advanced written request of the Employee.

5. Notwithstanding any provision herein to the contrary, draws against the estimated annual incentive bonus during the Term shall not exceed \$85,000.

6. The sum of all draws paid to Employee pursuant to this Subsection D shall be deducted from the amount of the annual incentive bonus contemplated in Subsection B, above.

7. In the event that the sum of all draws paid to Employee pursuant to this Subsection D during the Term of this Agreement (as defined in Section 5., below) exceeds the amount of the annual incentive bonus contemplated in Subsection B, above, (such excess amount hereinafter referred to as the "Overpayment"), the Employer shall notify Employee of such Overpayment and the Employee shall repay the Overpayment, plus interest, to the Employer within thirty (30) days of the date of said notice. The interest rate paid for any Overpayment shall be based on the Judgment Interest Rate established by Florida's Chief Financial Officer at the time the interest is due.

E. The Employment Agreement dated April 15, 2015 between the Parties contemplated the payment of an annual incentive bonus, which was calculated by the percentage of the 2014-2015 Fiscal Year Net Income of the CTA exceeding the 2013-2014 Fiscal Year Net Income of the CTA. Recently, it came to the attention of the Parties that the payment of the annual incentive bonus of the Employee would reduce the 2014-2015 Fiscal Year Net Income of the CTA. This would result in a concomitant and unintended reduction in the annual incentive bonus paid to the Employee under the Employment Agreement dated April 15, 2015 between the Parties. This mutual mistake of the Parties is contrary to the intent of the Parties to incentivize good performance by the Employee and promote a fair, equitable and transparent relationship between the Parties. When the Employee's annual incentive bonus is included as an expense for the 2014-2015 Fiscal

Year Net Income of the CTA, the net income for CTA is \$614,789. When the Employee's annual incentive bonus is not included as an expense for the 2014-2015 Fiscal Year Net Income of the CTA, net income to CTA increases to \$755,619. It is this latter figure that more accurately reflects the CTA's performance when compared with the prior year. Therefore, this mutual mistake shall be corrected and the Employment Agreement dated April 15, 2015 between the Parties shall be reformed by an adjustment to the annual incentive bonus calculation, which backs out the Employee's annual incentive bonus from the 2014-2015 Fiscal Year Net Income of the CTA. The recalculation results in \$21,124.51 to be paid as an additional amount to the annual incentive bonus to the Employee under the Employment Agreement dated April 15, 2015 between the Parties ("Additional Amount"). The Additional Amount shall be paid to the Employee within thirty (30) days of the execution of this Agreement by the Parties. This Section 3.E. of the Agreement is consistent with, and does not contravene of, Section 215.425, Florida Statutes.

4. **Expenses:** Employer shall reimburse Employee for actual out-of-pocket travel and per diem expenses, as well as reasonable miscellaneous expenses as approved by Employer or Employer's City Manager, incurred in connection with performing the services contemplated herein on the condition that the Employee has sought and received the Employer's advance approval of the incurrence of such expenses and, further, provided that all such expenses were approved and incurred in accordance with the requirements of Section 112.061, Florida Statutes. Employer shall provide for Employee's use in performance of the services contemplated herein a cell phone and laptop computer as approved by Employer's City Manager.

5. **Term; Termination; Extension of Term:** The Term of this Agreement shall become effective on the Effective Date and shall remain in effect until September 30, 2016.

It is understood and agreed that Employer may immediately terminate this Agreement and terminate the employment of Employee at will and this Agreement gives no proprietary interest in the job and no further remuneration would be claimed after termination except for that which is otherwise provided herein. Upon expiration of its then current term, this Agreement shall be automatically renewed on the same terms and conditions as herein provided for an additional period of one (1) year unless one Party provides one hundred eighty (180) days advance written notice to the other Party of his/its intent not to renew. The foregoing notwithstanding, the event of dissolution of CTA shall automatically constitute termination of this Agreement as of the date and time such dissolution is effective, notwithstanding the failure of either Party to provide the advance written notice contemplated in this Section 5.

6. **Fiduciary Obligation:** The Parties recognize and acknowledge that by entering into this Agreement that Employer has reposed unto Employee special confidence and trust that Employee will act in the best interest of Employer, CTA, GBFS and CDE. Employee agrees, covenants, and commits that with respect to all actions and conduct of Employee that could have an effect upon Employer, CTA, GBFS or CDE, Employee will act and conduct himself in good faith and in the best interests of Employer, CTA, GBFS and CDE and their respective objectives, goals, intentions and business relationships, and in accordance with all applicable laws and regulations, including, but not limited to, the Florida Code of Ethics for Public Officers and

Employees.

7. **Severance Benefits:**

A. In the event this Agreement is terminated by Employer, except for Employee's misconduct or conviction for any felony or misdemeanor of first degree, before expiration of its then current term, and on the condition that for the remainder of the then current term Employee was willing and able to perform his duties under this Agreement, Employer shall:

(i) Pay Employee a lump sum (hereinafter, the "Severance Payment") equal to the sum of six (6) months of the Base Amount contemplated in Subsection A of Section 3, above;

(ii) Provide for during the first six months following the effective date of the termination of this Agreement the same health, dental and vision insurance that Employee would have received if he remained employed during the said six (6) month period (hereinafter, the "Severance Health Insurance"); and

(iii) Make a one-time pension contribution for Employee in the amount of \$4,160.00 (hereinafter the "Severance Pension Contribution").

(The Severance Payment, Severance Health Insurance and the Severance Pension Contribution shall hereinafter be collectively referred to as the "Severance Benefits.")

Notwithstanding the foregoing, in the event Employee is terminated because of misconduct or conviction of any felony or misdemeanor of first degree, Employer shall not be required to:

(iv) Provide advance notice of non-renewal as contemplated in Section 5, above, or

(v) Pay or provide the Severance Benefits to or for the benefit of Employee.

For purposes hereof, the term "misconduct" shall not include acts of ordinary negligence. The amounts contemplated in this Subsection A to be paid to Employee in the event of early termination of this Agreement (except for termination for misconduct or conviction of a felony or misdemeanor of first degree) shall not include any annual incentive bonus as described in Section 3.B. above, nor shall it include any other remuneration whatsoever which has not already been paid to the Employee before the effective date of such termination.

B. In the event this Agreement is terminated before expiration of its then current term, the Employee shall not be entitled to receive any compensation whatsoever contemplated in Sections 3, above, which has not already been paid to the Employee before the effective date of the termination of this Agreement.

8. **Other Employment Benefits:**

A. General. Except as provided in the following Subsection B., Employee shall be entitled to receive from Employer and participate in, and Employer shall be obligated to supply, fund and provide for the benefit of Employee, the group health, dental, vision, long-term disability and life insurance benefits identified in the Personnel Manual of the City of Gulf Breeze, but only to the same extent that such employment benefits are available to all other employees of the Employer.

B. Pension Plan. The provisions of the preceding Subsection A notwithstanding, to the extent allowed and in the manner provided by law, Employer shall annually contribute eight percent (8%) of the Employee's Base Amount to the qualified retirement and/or pension plan that Employee is currently participating in. . Employee shall not be entitled to, nor shall Employer be obligated to provide, any other pension benefits contemplated in the Personnel Manual of the City of Gulf Breeze or otherwise available or provided to other employees of the Employer. . Employee may voluntarily participate in the deferred compensation plans that are available or provided to other employees and for which Employee is eligible; however, Employer shall not make any contributions to, or on behalf of, the Employee for his voluntary participation in any deferred compensation plans of the City.

C. No Other Fringe Benefits. Except as specifically provided in this Agreement, Employee shall not be entitled to receive or participate in any other employment or fringe benefits including any benefits (other than those set forth in the preceding Subsections A and B of this Section 7) otherwise provided to other employees of Employer.

9. **Performance Evaluation:**

A. Employer shall endeavor to review and evaluate the performance of the Employee at least once annually prior to January of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Parties; however, Employer may revise such criteria from time to time as it deems appropriate. The Employee shall be provided with a written statement summarizing the findings and be provided with adequate opportunity to discuss his evaluation with Employer.

B. The Parties shall endeavor to annually define the goals and performance objectives which they determine necessary or appropriate with respect to Employee's duties and performance hereunder

10. **Notices:**

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Services, postage prepared, addressed as follows:

Employer:

Mayor
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Employee:

Ed M. Gray, III
1 Gray Oaks Lane
Gulf Breeze, Florida 32561

As an alternative to mailing, notices required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

11. **General Provisions:**

A. This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representative, successors, and assigns.

B. The invalidity, unenforceability or lawful rejection of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision. To the extent any provision is invalid, unenforceable, or lawfully rejected, the Parties desire and hereby request the courts (or other applicable regulatory authorities) to construe, reconstruct and/or reform this Agreement in a manner rendering this Agreement effective within the intent and purpose of this Agreement.

C. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

D. This Agreement has been negotiated at arm's length by the Parties who mutually agree that for purposes of construing the terms of this Agreement, neither Party shall be deemed responsible for the drafting of this Agreement.

E. Neither this Agreement nor any duty or responsibility set forth herein to be performed by either Party shall be assigned to or performed by a third party without the express written consent of the Parties.

12. **Complete Agreement:** This Agreement sets forth the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, by, between and including the Parties as well as: (i) that certain Independent Contractor Agreement dated as of August 1, 1999, by and among CTA, Ed M. Gray, III, and Edwin A. Eddy; (ii) that certain Independent Contractor Agreement between CTA and Municipal Advisory Services, Inc. dated January 1, 2002, (iii) that certain Employment Agreement between Gulf Breeze Financial Services, Inc., and Ed. M. Gray, III, dated January 1, 2002 and that certain Employment Agreement dated April 15, 2015 between the Parties, except as to Section 3.E. of this Agreement (collectively, the "Prior Agreements"). The Parties agree and

acknowledge that this Agreement sets forth and establishes the complete and exclusive statement of all prior agreements, understandings, promises, covenants or the like between the Parties with respect to the subject matters contemplated herein and that no promise, commitment, undertaking, agreement, understanding or the like not expressly set forth herein shall be binding upon either Party.

13. **Amendment.** This Agreement may not be changed or amended without written agreement signed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF GULF BREEZE

By: MATT E. DANNHEISSER
Its: Mayor

ATTEST TO BY:

Stephanie Lucas, City Clerk

EDWARD. M. GRAY, III

EXHIBIT "A" - DESCRIPTION OF DUTIES

In addition to any and all services, obligations, responsibilities and duties contemplated in this Agreement to be performed or provided by Employee for the benefit of Employer, CTA, GBFS and/or CDE, Employee shall also perform and undertake the following:

- (a) Assist in the selection and engagement of any financial or other professionals, which may be considered to participate in any Programs;
- (b) Pursue and acquire approval by appropriate officials or governing bodies of any participants, counties, cities, or other governmental organizations or public agencies necessary for implementation of a Program and/or for any loans or financings contemplated as a part thereof;
- (c) Market, provide information, and promote Programs as appropriate to potential participants through development, preparation and dissemination of written materials, meetings with appropriate officials, and appearances and presentations at conferences, conventions, programs and meetings for appropriate organizations;
- (d) Participate extensively with all parties and professionals in the establishment and operation of Programs, including negotiation of terms, conditions and program structure;
- (e) Provide advice and assistance to Employer and CTA with respect to the structuring of Programs so as to enable the Programs to be and remain competitive with other sources of financings;
- (f) Advise Employer and CTA immediately of any actions or omission of actions which Employee believes adversely impact the marketability of a Program;
- (g) Use reasonable efforts to originate loans from or for the Programs;
- (h) Assist prospective participants or borrowers in preparing required information in completing required applications to secure approval of a Program and/or approval of a loan from a Program;
- (i) Coordinate the scheduling and closing of each Program and each loan from a Program, and assume responsibility to assure that all requirements and conditions for the closings are satisfied;
- (j) Provide periodic reports to Employer and CTA detailing marketing and origination activities, the status of potential Programs, loans and applications for borrowings, and other reasonably pertinent matters, as Employer or CTA may desire;
- (k) Consult with the officials or any prospective participant or borrower seeking to participate in a Program or seeking a loan from a Program and give advice and assistance to such prospective participant or borrower as to eligibility, application procedure, required security, and

all other related matters;

(l) Meet with the governing body or other appropriate representatives of a prospective participant or borrower to explain the appropriate Program and applicable procedure;

(m) Provide reasonable assistance to prospective participants and/or borrowers in the preparation of applications and assembling the necessary information and documentation as contemplated for participation in and/or borrowing from a Program;

(n) Review for completeness and provide recommendations upon required submissions and supporting documentation for participation in and/or borrowings from a Program;

(o) Act as a liaison between a participant or borrower and other appropriate parties including the issuer and credit facility with respect to each Program;

(p) Subsequent to closing of a Program, and subsequent to closing of loans as a part of a Program, receive and review annual audits and other information relative to the financial status and general operation of a participant or borrower as to which CTA or Employee has a reasonable basis of concern regarding its financial condition and the status of the participant's or borrower's project with respect to the applicable Program and/or applicable loan (and in the event of finding from such review any fact that may be adverse to the status of a Program, provide appropriate notification and consultation with such participant or borrower);

(q) Respond to inquiries from participants and borrowers and assist participants and borrowers in complying with continuing requirements of the applicable Program;

(r) Obtaining and providing information necessary for audits of CTA and each Program;

(s) Obtaining from participants and borrowers the information for annual or event disclosure reports required pursuant to applicable regulations with respect to Programs, and/or loans therefrom, and otherwise taking such steps as necessary to comply with reporting requirements contemplated by applicable governmental regulations;

(t) Assist in the selection, engagement and/or termination of CTA employees;

(u) Participate extensively with all parties and professionals in the establishment and operation of GBFS and the 1985 Loan Program, including negotiation of terms, conditions and program structure;

(v) Provide advice and assistance to Employer with respect to the structuring of 1985 Loan Program so as to enable the GBFS and the 1985 Loan Program to be and remain competitive with other sources of financings;

(x) Advise Employer immediately of any actions or omission of actions, which Employee believes adversely, impacts the marketability of a GBFS and the 1985 Loan Program;

(y) Provide periodic reports to Employer detailing the status and operation of GBFS and the 1985 Loan Program and other reasonably pertinent matters as Employer may desire;

(z) Act as a liaison between a participant or borrower and other appropriate parties including the and credit facility with respect to GBFS and the 1985 Loan Program;

(aa) Subsequent to closing of a the 1985 Loan Program, and subsequent to closing of loans as a part of a the 1985 Loan Program, receive and review annual audits and other information relative to the financial status and general operation of a participant or borrower as to which Employer or Employee has a reasonable basis of concern regarding its financial condition and the status of the participant's or borrower's project with respect to the 1985 Loan Program and/or applicable loan (and in the event of finding from such review any fact that may be adverse to the status of the 1985 Loan Program, provide appropriate notification and consultation with such participant or borrower);

(bb) Respond to inquiries from participants and borrowers and assist participants and borrowers in complying with continuing requirements of the 1985 Loan Program;

(cc) Obtaining and providing information necessary for audits of Employer and GBFS and the 1985 Loan Program;

(dd) Obtaining from participants and borrowers the information for annual or event disclosure reports required pursuant to applicable regulations with respect to GBFS and the 1985 Loan Program and/or loans therefrom, and otherwise taking such steps as necessary to comply with reporting requirements contemplated by applicable governmental regulations;

(ee) Performing such other duties as are customarily performed by an executive director of an entity such as GBFS as well as any subsidiary or related entities;

(ff) Such other duties as customarily performed by an Executive Director of an entity such as CTA or GBFS as well as any subsidiary or related entities (such as CDE); and

(gg) Such other duties as may be requested by Employer, CTA or its Board of Directors or GBFS.



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: March 24, 2016

Subject: Appointment of Beverly Zimmern to Capital Trust Agency Board

In 2012, the City Council amended the Articles of Incorporation of CTA to provide that its Board should consist of at least three (3) individuals. There is no maximum number of Directors provided. Mayor Dannheisser suggested that the Council consider appointing Beverly Zimmern as a Board member for CTA.

Mayor Zimmern served on the CTA Board prior to her service as a City Councilmember and Mayor. Her knowledge of CTA operations and past concerns of the City Council may prove invaluable to both as current members of the CTA Board consider their departure.

RECOMMENDATION:

THAT THE CITY COUNCIL APPOINT BEVERLY ZIMMERN AS A MEMBER OF THE BOARD OF CAPITAL TRUST AGENCY.

In order to assist in carrying out its purposes, the Corporation shall have the power to borrow the necessary funds to pay for acquisition, construction, renovation, and/or other improvements of Capital Projects, the indebtedness for which the borrowed money may be evidenced by securities or obligations of the Corporation of any kind or character issued from time to time, which may either be unsecured or secured by any mortgage, deed of trust, or other lien upon any part or all of the funds, properties, and assets, at any time then or thereafter acquired by the Corporation, and to provide (or arrange for the provision of) services necessary for the acquisition, construction, renovation, or other improvements, operations, management, and maintenance of such projects.

Subject to the limitations otherwise set forth in these Articles of Incorporation, the Corporation shall have all of the powers, privileges, and rights necessary or convenient for carrying out the purposes for which the Corporation is formed and all the benefits, privileges, rights, and powers created, given, extended, or conferred by the provisions of all applicable laws of the State of Florida pertaining to not-for-profit corporations and any additions or amendments thereto.

B. Article VI of the Articles of Incorporation, titled "Directors," is hereby amended in its entirety to read as follows:

The Directors of the Corporation shall be appointed by the City Council of the City of Gulf Breeze, Florida (the "City Council"). The Corporation shall have at least three (3) directors, one of whom shall be a member of the City Council who shall serve as a full voting, ex officio member of the Corporation's Board of Directors. The number of directors which the Corporation may have shall thereafter be determined by the City Council, however in no event shall there be less than three (3). Directors shall be appointed for such terms as the City Council may determine, and shall be subject to removal by the City Council.

ARTICLE III: APPROVAL OF AMENDMENT

There are no members of the Corporation. The Board of Directors of the Corporation approved and adopted the amendment set forth herein on the 31st day of July, 2012.

Capital Trust Agency, Inc. - Board Members:

Robert F. Cleveland

Mayor Matt Dannheisser

Gary Michaels

Dr. J. Lance Reese

Deborah Roche

Rupert (Burt) J. Snooks

Harrison Wilder