

GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

JUNE 20, 2016
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

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

2. **APPROVAL OF MINUTES**

June 6, 2016, Regular meeting
June 6, 2016 CRA meeting

3. **PROCLAMATIONS AND PRESENTATIONS**

Recognition of Eric Holmes for his actions and efforts in helping apprehend a hit and run driver

4. **PUBLIC HEARING**

A Public Hearing to consider a variance request by Mateer Property, LLC, from the Community Redevelopment Area (CRA) design standards for a proposed professional office building to be constructed at 67 Baybridge Drive, Gulf Breeze, FL 32561

5. **RESOLUTIONS AND ORDINANCES**

Ordinance No. 05-16 Deleting Section 9(A) of the Municipal Charter and Amending
Section 2-1 of the Code of Ordinances relative to the qualifying
deadline for Municipal Elections.
(FIRST READING)

6. **CONSENT AGENDA ITEMS***

A. Approval of Development Review Board Recommendations:

1. Our Gang, LLC
Request to develop new subdivision located at
113 Navarre Street and 410 Warwick Street
2. Northern Horizons, LLC
Request to expand parking lot at
33 Gulf Breeze Parkway (The Bridge Bar)

B. Award of bid for Landscape Architecture Design Services

C. Approval to establish a FEMA Alternative Project, West Golf Course Bunkers

D. Approval of time extension for the Northwest Florida Water Management District Grant

- E. Authorization to remove glass from the list of recyclables in the City's contract with Allied Waste
- F. Approval of engagement agreement with Bryant, Miller Olive P.A., to assist with litigation involving the City's 1985 loan program
- G. Approval of engagement agreement with Jenner & Block to assist the City in regards to possible litigation involving the SLGS program for investments

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

7. **ACTION AGENDA ITEMS:**

8. **NEW ITEMS**

- A. Approval of agreement with FDOT for transfer of right-of-way and temporary construction easement for replacement of the Pensacola Bay Bridge

9. **INFORMATION ITEMS**

10. **PUBLIC FORUM**

11. **ADJOURNMENT**

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

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

The 1,296th Regular Meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at Gulf Breeze City Hall on Monday, June 6, 2016, at 6:30 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

Upon call of the roll the following Councilmembers were present: Councilwoman Cherry Fitch, Mayor Pro Tem Joseph B. Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser. Councilwoman Renee Bookout was not present.

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

APPROVAL OF MINUTES:

Councilman Landfair moved for approval of the May 2, 2016, Regular Meeting minutes. Councilwoman Fitch seconded. The vote to approve was unanimous.

Councilman Landfair moved for approval of the May 16, 2016, Regular Meeting minutes. Mayor Pro Tem Henderson seconded. The vote to approve was unanimous.

Mayor Pro Tem Henderson moved for approval of the May 16, 2016, Community Redevelopment Agency Board of Directors meeting minutes. Councilman Landfair seconded. The vote to approve was unanimous.

PRESENTATION AND PROCLAMATIONS: None

RESOLUTIONS AND ORDINANCES:

Ordinance No. 04-16	Amending Section 21-49, Section 21-69, Section 21-84, and Section 21-99 pertaining to setbacks on corner lots <i>(PUBLIC HEARING AND SECOND READING)</i>
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The City Clerk read the ordinance by title. The Mayor opened the Public Hearing. Having received no comments, Mayor Dannheisser closed the Public Hearing.

Mayor Pro Tem Henderson moved for approval of Ordinance No. 04-16. Councilman Landfair seconded. The vote for approval was unanimous.

Resolution 13-16	Authorizing the Mayor to enter into a Highway Maintenance Memorandum of Agreement with the Florida Department of Transportation
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MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA

Councilwoman Fitch made a motion to approve Resolution 13-16. Councilman Landfair seconded. The vote for approval was unanimous.

Resolution 14-16 Adopting Santa Rosa County, Florida's 2016-2021 Local Mitigation Strategy Plan

Councilman Landfair made a motion to approve Resolution 14-16. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

CONSENT AGENDA ITEM(S):

- A. Endorsement of Mayor's Request to Florida-Alabama Transportation Planning Organization regarding public input on design of Pensacola Bay Bridge

Reference: City Manager memo dated May 27, 2016

Recommendation: That the City Council endorse Mayor Dannheisser's request to the TPO that the TPO direct FDOT to hold two public hearings relative to the final design submittals for the replacement of the Pensacola Bay Bridge and that public input and comment received at the hearings be provided to the FDOT selection committee in advance of their final decision.

- B. Authorization to replace fire hydrants on Soundview Trail and Chanteclair Circle

Reference: Operations Consultant memo dated May 26, 2016

Recommendation: That the City Council authorize Utility Service Co. to replace the Fire Hydrants at 1205 Soundview Trail and 110 Chanteclair Circle at a cost of \$15,127.

- C. Approval to purchase a rescue saw for the Fire Department in place of a positive pressure ventilation fan

Reference: Assistant Fire Chief memo dated May 24, 2016

Recommendation: That the City Council approve purchasing a Husqvarna K-12 Rescue Saw in replace of a positive pressure ventilation fan.

- D. Acceptance of utility easement and authorization for Mayor to sign easement documents with regards to installation of gas main at 263 Sabine Drive

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

Reference: Natural Gas marketing memo dated May 26, 2016

Recommendation: That the City Council accept the 7.5' utility easement from 263 Sabine Drive and authorizes the Mayor to sign the easement and documents.

- E. Authorization for Ken Horne and Associates to provide engineering services for Loruna Street drainage improvements

Reference: Operations Consultant memo dated May 27, 2016

Recommendation: That the City Council authorize Ken Horne and Assoc. to provide Engineering Services for Loruna Street Drainage Improvements for \$19,811.

- F. Authorization for Ken Horne and Associates to provide additional engineering services for rebuild of Berry/Fairpoint and Driftwood/Fairpoint intersections

Reference: Operations Consultant dated May 26, 2016

Recommendation: That the City Council authorize Ken Horne and Assoc. to provide additional engineering services to provide technical specifications and survey to rebuild Berry/Fairpoint and Driftwood/Fairpoint intersections for \$11,360.

- G. Authorization for Change Order to Utility Service Company for Final Quantities Reconciliation for the 2014 Stormwater Drainage Project

Reference: Operations Consultant memo dated May 6, 2016

Recommendation: That the City Council authorize a Change Order in the amount of \$44,093.51 to Utility Service Company for Final Quantities Reconciliation for the 2014 Stormwater Drainage Project.

- H. Approval to pay invoice 330289 in the amount of \$4,887.00 to Galloway/Johnson/Tompkins/Burr and Smith (GJTBS)

Reference: City Clerk memo dated May 19, 2016

Recommendation: That the City Council approve payment of invoice 330289 in the amount of \$4,887.00.

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

- I. Approval to pay invoices 95907 and 95908 for a total amount of \$6,953.05 to Smolker, Bartlett, Loeb, Hinds, and Sheppard P.A.

Reference: City Clerk memo dated May 19, 2016

Mr. Eddy noted that there were four entries that did not belong on invoice number 95907. Invoice 95907 will be adjusted from \$7,198.96 to \$6,053.05. The \$1,145.91 adjustment will be added to the correct case (Catawba) on the May 2016 bill.

- J. Determination of which City Council members will attend the Florida League of Cities Annual Conference in Hollywood, Florida and designate a voting delegate

Reference: City Manager memo dated May 27, 2016

Recommendation: That the City Council decide which members will attend the FLC Annual Conference and designate a voting delegate.

Mayor Dannheisser advised that he would be attending the conference.

Councilman Landfair made a motion to approve consent agenda items A through J. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

ACTION AGENDA ITEMS:

- A. Approval to purchase three computers for an amount of \$4,798.00 to be paid out of the Red Light Camera fund

Reference: Chief of Police memo dated May 4, 2016
City Manager memo dated June 3, 2016

Recommendation: That the City Council approve the purchase of three computers for the Red Light Project from the Red Light Camera fund.

Mayor Pro Tem Henderson made a motion to approve Staff's recommendations. Councilwoman Fitch seconded. The vote for approval was unanimous.

- B. Award of bid on the Deadman's Island and Gilmore Bayou dredge project

Reference: City Manager email dated June 6, 2016

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

Recommendation: That the City Council award the project to the low bidder, M & N of Alabama in the amount of \$120,243.00.

Councilman Landfair made a motion to approve Staff's recommendation. Councilwoman Fitch seconded. The vote for approval was unanimous.

NEW BUSINESS: None

INFORMATION ITEMS:

Mayor Dannheisser asked if Integrity Golf had been asked to attend a future Council meeting. Mr. Eddy advised that they been invited. He then gave a brief update on Tiger Point. Mayor Dannheisser asked staff to contact Integrity Golf and ask that they attend one of the next Council meetings. Mr. Eddy also advised that Integrity asked if they could trade two lawn mowers for a tractor that will enable them to fix irrigation system main breaks quicker. City staff will oversee the trade of the equipment to assure the trade will be for an equal value. Once the equipment has been identified, Staff will prepare a recommendation for Council action.

PUBLIC FORUM:

Tom Naile, Chairman of South Santa Rosa Utility System, advised the Council that the South Santa Rosa Utility System Board meeting is June 13, 2016. At a previous meeting, the Board asked the Council for a recommendation by September 1, 2016, on how it would like to proceed with regards to expansion of the treatment plant. He wonder if there had been any progress to report back to the SSRUS Board. Staff will meet with Mr. Naile before Monday but the Mayor stated Staff hoped to have a recommendation by the end of July.

Robert Turpin, 2 Madrid Avenue, thanked City staff for working with Florida Fish and Wildlife to remove the derelict vessel from Shoreline Park.

COUNCIL COMMENTS:

Mayor Pro Tem Henderson

- Mayor Pro Tem Henderson previously requested to be provided with information about the After School Program. He would like to know how much was originally budgeted for the Assistant Director position and what has been spent to date. He would like this information prior to the budget workshops.

Councilman Landfair

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

- Councilman Landfair advised that he attended an unveiling of a stamp that featured the Gulf Island National Seashore which also marked the 100th anniversary of the park. The stamp unveiling was one of fifteen others that took place at National Parks around the United States.
- Advised that 5K events are still using permanent paint to make run routes. Staff will advise the Police Department.

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 6:53 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS FOR THE
COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall Council Chambers on Monday, June 6, 2016, at 6:48 p.m.

The following members were present: Councilwoman Cherry Fitch, Mayor Pro Tem Joseph B. Henderson, Councilman David G. Landfair, and Mayor Matt Dannheisser. Councilwoman Renee Bookout was not present.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following:

CONSENT AGENDA ITEM:*

- A. Approval to pay invoice 95909 in the amount of \$887.50 to Smolker, Bartlett, Loeb, Hinds, and Sheppard, P.A.

Reference: City Clerk memo dated May 20, 2016

Recommendation: That the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, June 6, 2016, and authorize payment of invoice 95909 in the amount of \$887.50 to Smolker, Bartlett, Loeb, Hinds, and Sheppard, P.A.

Mayor Pro Tem Henderson made a motion to approve Consent Agenda Item A. Councilwoman Fitch seconded. The vote for approval was unanimous.

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

ACTION ITEMS: None

INFORMATIONAL ITEMS: None

PUBLIC FORUM: None

ADJOURNMENT: Mayor Dannheisser adjourned the meeting at 6:49 p.m.

Stephanie D. Lucas, City Clerk

Matt E. Dannheisser, Mayor

On May 29, 2016 at 1:15am a male subject was struck by a vehicle on Hwy. 98 in front of Publix. The male subject was severely injured and the driver of the hit and run vehicle left the scene of the crash.

Prior to the crash, a Yellow Taxi Cab being driven by Eric Holmes had come off of the Bob Sikes Bridge headed into Gulf Breeze. Mr. Holme's cab is outfitted with a camera system that can film inside of the vehicle as well as in front of the vehicle.

The cab was behind a Chevrolet Malibu occupied by two females as it proceeded through Gulf Breeze headed towards Pensacola. As they were approaching the Publix shopping center the cab had gotten along side of the Malibu and passed it. The cab driver saw a male subject walking in the far right lane of traffic and seconds later a loud thud could be heard as the driver of the Malibu hit the individual walking. The man went through the windshield and then over the top of the vehicle, travelling 110 feet after impact. Realizing what had just happened, Mr. Holmes began following the vehicle and immediately called 911. He provided the 911 operator a description of the vehicle and the tag number and relayed that he was following the vehicle. He stayed on the phone with 911 and provided continuous information on where the car was going and what the occupants were doing. The vehicle turned off onto Andrew Jackson Trail and stopped near the Exxon Station. Mr. Holmes yelled to the occupants that they had just hit a man in the road and that he was on the phone with 911.

Prior to them stopping, the occupants threw two open containers out of the window which were ultimately collected by officers to be tested for DNA evidence. The vehicle sped off and travelled through the Walmart parking lot with the cab right behind them, all the while providing information to 911. The vehicle ran a red light at Hwy. 98 and fled towards the Bay Bridge at a high rate of speed. Mr. Holmes backed off from following the car once it reached speeds over 100mph.

Later that morning the Pensacola Police Department found the heavily damaged car abandoned in Pensacola. A short while later the owner of the vehicle reported the vehicle stolen to the Escambia County Sheriff's office. Sgt. Neff requested for the owner to come to the Gulf Breeze Police Department which she did. During an interview with her, she admitted that she had been in the vehicle at the time of the crash. She also stated that she and the other female in the car had driven to Pensacola Beach and smoked marijuana and drank liquor prior to the crash. Warrants for their arrest are pending.

Because Mr. Holmes chose to get involved, the Gulf Breeze Police Department will be able to close this case with arrests being made. Mr. Holmes provided excellent narration to the 911 dispatcher and should be commended for his actions and effort.

The Gulf Breeze City Council held an Executive Meeting at Gulf Breeze City Hall on Wednesday, June 15, 2016, at 7:46 p.m.

ROLL CALL, INVOCATION, AND PLEDGE OF ALLEGIANCE:

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

PROCLAMATIONS AND PRESENTATIONS: None

ACTION AGENDA ITEMS

- A. Approval of a Public Hearing on Variance Request from the CRA Design Guidelines for a proposed professional building at 67 Baybridge Drive

Reference: Director of Community Services memo dated June 9, 2016

Recommendation: That The City Council approve Mateer Properties, LLC's variance request to waive the CRA design standards stipulated in Chapter 26 of the City's Land Development Code.

Councilwoman Bookout made a motion to hold a Public Hearing on June 20, 2016, to consider a variance request to waive the CRA Design Standards stipulated in Chapter 26 of the City's Land Development Code. Councilwoman Fitch seconded. The vote for approval was unanimous.

Mayor Pro Tem Henderson advised that the developer expressed a concern regarding being required to seek a variance each time one of the remaining undeveloped lots is developed with a building in that particular complex. Mayor Pro Tem Henderson requested staff look into amending the code by adding a "grandfather" clause allowing additional buildings to be built with the same architectural style as the rest of the buildings within that particular complex.

- B. Approval of Development Review Board Recommendations:

1. Our Gang, LLC
Request to develop new subdivision located at
113 Navarre Street and 410 Warwick Street
2. Northern Horizons, LLC
Request to expand parking lot at
33 Gulf Breeze Parkway (The Bridge Bar)

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the June 20, 2016, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

C. Award of bid for Landscape Architecture Design Services

Reference: Assistant to City Manager memo dated June 8, 2016

Recommendation: That the City Council direct staff to negotiate a contract with WAS Designs to develop conceptual plans for the installation of landscape beds within the grass median of US 98 right-of-ways in this section.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the June 20, 2016, Regular meeting agenda. Councilwoman seconded. The vote for approval was unanimous.

D. Approval to establish a FEMA Alternative Project, West Golf Course Bunkers

Reference: Operations Consultant memo dated May 27, 2016

Recommendation: That the City Council schedule one (1) Public Hearing to seek input for establishing a FEMA Alternative Project instead of rebuilding the Tiger Point West Course bunkers.

Mayor Pro Tem Henderson made a motion to place staff's recommendation on the June 20, 2016, Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

E. Approval of time extension for the Northwest Florida Water Management District Grant

Reference: That the City Council approve the time extension to the

Recommendation: That the City Council approve the time extension to the Northwest Florida Water Management District Grant and authorize the Mayor to sign Amendment No. 1 on behalf of the City.

Councilman Landfair made a motion to place staff's recommendation on the June 20, 2016, Regular meeting agenda. Mayor Pro Tem Henderson seconded. The vote for approval was unanimous.

F. Approval of Ordinance 05-16, Amending the deadline for qualification of candidate

Reference: City Clerk memo dated June 10, 2016

Recommendation: That the City Council approve Ordinance 05-16 on First Reading on Monday, June 20, 2016, and schedule a Second Reading and Public Hearing for July 5, 2016.

Councilwoman Bookout requested that the word Noon be added after 12:00 p.m. in the Ordinance.

Councilwoman Fitch made a motion to approve Ordinance No. 05-16 as amended on First Reading on June 20, 2016, and schedule a Second Reading and Public Hearing on July 5, 2016. Councilwoman Bookout seconded. The vote for approval was unanimous.

- G. Authorization to remove glass from the list of recyclables in the City's contract with Allied Waste

Reference: City Manager memo dated June 10, 2016

Recommendation: That the City Council agree to drop glass from the list of recyclables in the City's contract with Allied Waste.

Councilwoman Bookout made a motion to place staff's recommendation on the June 20, 2016, Regular meeting agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

NEW ITEMS:

- A. Approval of an engagement agreement with Bryant, Miller Olive P.A., to assist with litigation involving the City's 1985 loan program

Reference: Mayor verbal report and copy of engagement agreement

Recommendation: That the City council enter into an engagement agreement with Bryant, Miller Olive P.A., and authorize the Mayor to sign the agreement.

Councilwoman Bookout requested that language in Item No. 4 of the Terms of Engagement be changed requiring the firm to seek council approval prior to hiring a third party.

Councilman Landfair made a motion to place staff's recommendation with the requested language change by Councilwoman Bookout on the June 20, 2016 Regular Council Agenda. Councilwoman Fitch seconded. The vote for approval was unanimous.

- B. Approval of an engagement agreement with Jenner & Block to assist City in regards to possible litigation involving the SLGS program for investments

Reference: Mayor verbal report and copy of engagement agreement

Recommendation: That the City Council enter into an engagement agreement with the Law Firm of Jenner & Brock and authorize the Mayor to sign the agreement.

Councilwoman Bookout advised that there is a requirement in the agreement that if the City would like to any of our files returned it must be done within seven years. Mr. Eddy advised that the Clerk's office would note this in the file.

Joe requested that Mr. Gray continue to keep the council update on this matter.

Councilwoman Fitch made a motion to place staff's recommendation on the June 20, 2016 Regular meeting agenda. Councilman Landfair seconded. The vote for approval was unanimous.

C. Discussion regarding the proposed agreement proposed by FDOT.

Reference: Verbal by Mayor Dannheisser

Mayor Dannheisser requested the provision in the proposed agreement (paragraph 10) in regards to the City being responsible for maintenance under the bridge be removed. Secretary Barfield advised the language could be removed from the agreement and a clarification can be made by both FDOT and the City regarding the maintenance of FDOT property and City property.

Councilman Landfair moved to approve the concept of the agreement with FDOT subject to the final agreement being worked out between the two parties. Councilwoman Bookout seconded. The vote for approval was 4-1 with Mayor Pro Tem Henderson dissenting.

INFORMATION ITEMS: None

PUBLIC FORUM:

Ed Gray, 1 Oak Lane, spoke regarding the bridge and support of the City Council efforts.

COUNCIL COMMENTS:

Councilwoman Bookout requested that staff inquire about the Taco food truck parked at the Bay Bridge Parking lot. If they are permanent they should be made to obtain the proper permits and go through the proper process.

Mayor Pro Tem Henderson stated that the new bridge should not be named after any type of politician, but after somebody who served in the armed forces and lost their life.

ADJOURNMENT Mayor Dannheisser adjourned the meeting at 8:23 p.m.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: June 9, 2016

SUBJECT: VARIANCE REQUEST FROM THE CRA DESIGN GUIDELINES FOR A PROPOSED PROFESSIONAL OFFICE BUILDING AT 67 BAYBRIDGE DRIVE.

Over the past couple of months, City Staff has been working with Mateer Properties, LLC (Applicant) on a proposed two-story professional office building located at 67 Baybridge Drive. The building will be located on one of the five remaining vacant lots located in the Baybridge Subdivision. During our discussions, it became apparent that the project would require a variance to blend with the existing architecture of the subdivision.



The Applicant is requesting a variance because the location is within the Community Redevelopment Area (CRA) and the CRA design standards would prevent them from matching the architecture of the complex. Therefore, they are requesting a waiver from Chapter 26 of the City's Land Development Code (LDC).

Because this project is classified as Level III Development, Section 20-42 the City's Land Development Code (LDC) designates the City Council as the appropriate variance review body. Additionally, Section 20-48 of the LDC also requires that the Development Review Board (DRB) review the variance and make a recommendation to the City Council. As a result, a public hearing for the aforementioned requested is scheduled for June 20, 2016 (see attached memorandum) and the DRB reviewed the project at the June 7, 2016 meeting (see attached draft minutes).

Both City Staff and the Development Review Board (DRB) have reviewed the request and recommend that the City Council grant the variance for the following reasons:

- ◆ The Baybridge Subdivision is a mixed use complex that consists of commercial properties in the front and residential condominiums in the rear. The subdivision was platted in the early 80's and predates the CRA design standards that were adopted in the mid 00's
- ◆ The location of the parcel being developed is located on the interior of the subdivision and is not readily visible from Gulf Breeze Parkway and located behind an existing building. Additionally, the subdivision is partially screened by a brick wall.

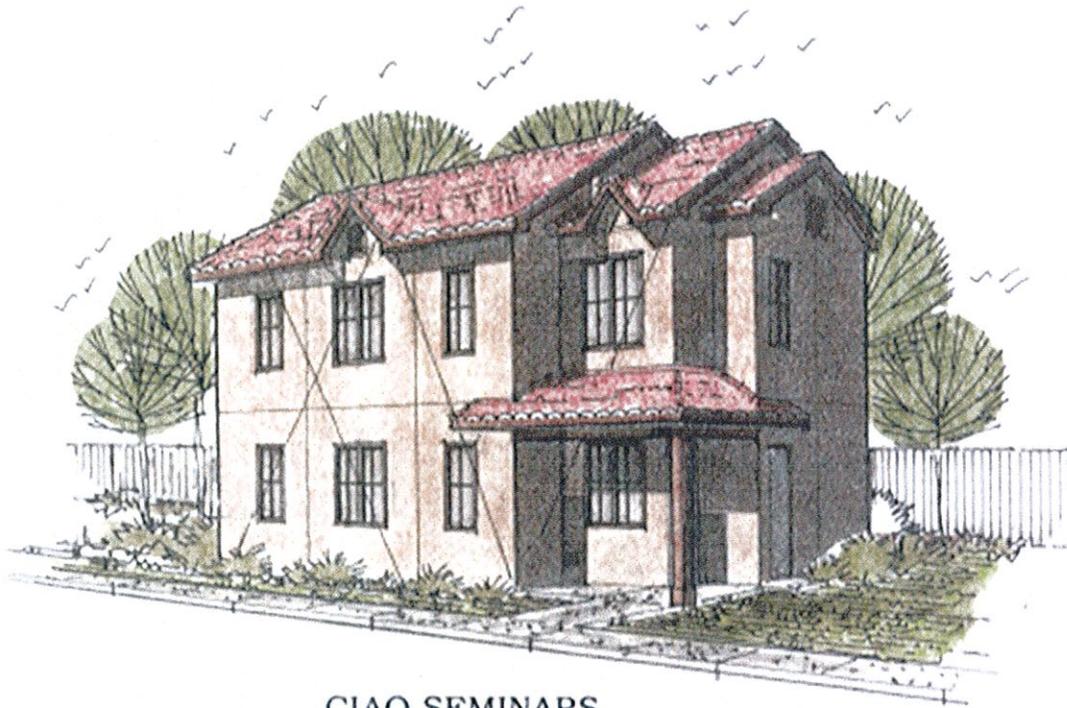


- ◆ The location is in a preapproved subdivision with an existing architectural style. Additionally, all of the parking and landscaping are already in place and have already been approved by the City when the complex was originally developed.
- ◆ The architectural themes listed in the CRA design guidelines could possibly violate the subdivision restrictions and covenants.
- ◆ The proposed building will have the same architectural style as the rest of the buildings in the complex.

Existing



Proposed



CIAO SEMINARS
BAYBRIDGE

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE MATEER PROPERTIES, LLC'S VARIANCE REQUEST TO WAIVE THE CRA DESIGN STANDARDS STIPULATED IN CHAPTER 26 OF THE CITY'S LAND DEVELOPMENT CODE.



City of Gulf Breeze

MEMORANDUM

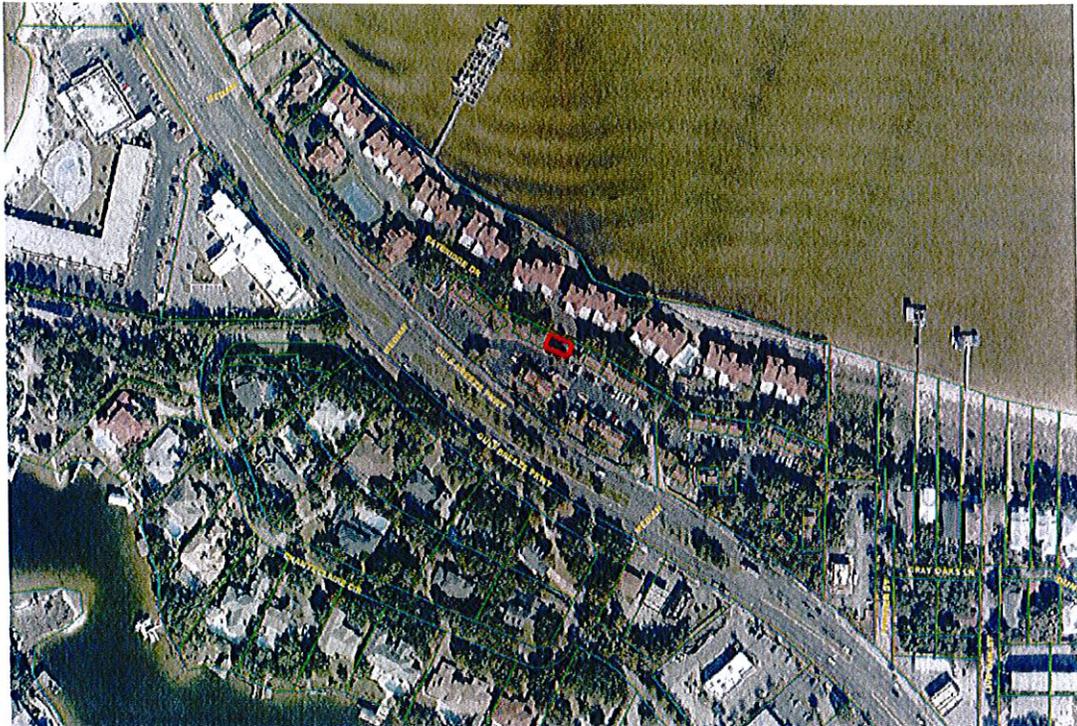
TO: Edwin A. Eddy, City Manager

FROM:  Craig S. Carmichael, Director of Community Services

DATE: May 5, 2016

SUBJECT: VARIANCE REQUEST BAYBRIDGE OFFICE PARK

City staff recently received a variance packet from Mateer Properties, LLC. Mateer Properties is requesting the City to consider waiving the CRA Design Standards for a proposed professional office building on Lot 6, Block 1, Baybridge Subdivision.





CIAO SEMINARS
BAYBRIDGE

Because the proposed development is classified as a Level III Development, Section 20-43(b) of the City's Land Development Code (LDC) stipulates that the City Council is charged with hearing the variance request. As such, Section 20-49(3) of the LDC requires that public hearing be noticed by way of the City's normal monthly utility bills and sent to all current water accounts in the City. The notice must be sent at least 15 days but not more than 30 days before the date of the public hearing. With these parameters taken into consideration, the next utility billing mailing for City water accounts will be June 1, 2016 and staff proposes the hearing date be set for June 20, 2016. Detailed information along with staff's recommendation will be distributed in the June 15, 2016 Executive City Council agenda packet.

RECOMMENDATION: THAT THE CITY COUNCIL SET A HEARING DATE OF JUNE 20, 2016 FOR THE PURPOSE OF HEARING THE MATEER PROPERTIES VARIANCE REQUEST AND AUTHORIZE CITY STAFF TO PROVIDE NOTICE OF PUBLIC HEARING IN THE JUNE 1, 2016 UTILITY BILL MAILER.

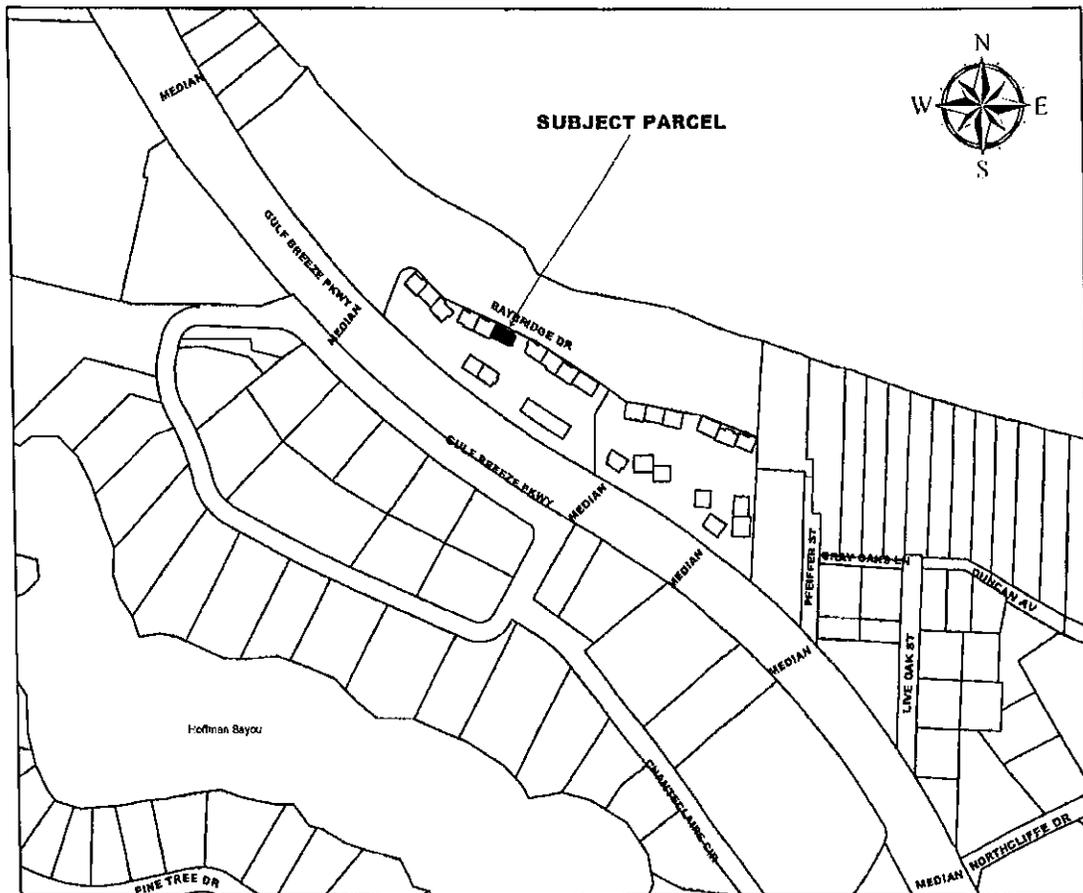
Attachment: MAILER (DRAFT)



City of Gulf Breeze

NOTICE OF PUBLIC HEARING

THE GULF BREEZE CITY COUNCIL WILL BE HOLDING A PUBLIC HEARING FOR A VARIANCE REQUEST CONCERNING THE COMMUNITY REDEVELOPMENT AREA ARCHITECTURAL GUIDELINES FOR A PROPOSED BUILDING TO BE CONSTRUCTED ON LOT 6, BLOCK 1, BAYBRIDGE SUBDIVISION (VACANT PARCEL). THE PUBLIC HEARING WILL TAKE PLACE JUNE 20, 2016 AT GULF BREEZE CITY HALL, 1070 SHORELINE DRIVE AT 6:30 PM. FOR MORE INFORMATION, PLEASE CONTACT THE DEPARTMENT OF COMMUNITY SERVICES AT 934-5109.



**MINUTES
DEVELOPMENT REVIEW BOARD
JUNE 7, 2016
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

Joe Henderson
George Williams
John Adams
Laverne Baker
Bill Clark

ABSENT

Maggie Thorp
Ramsey Landry

STAFF

Shane Carmichael
Stephanie Lucas

The meeting was called to order at 6:30 p.m. by Chairman George Williams.

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

After Roll Call, a motion was made by Mrs. Baker to approve the May 3, 2016, minutes as written. Mr. Clark seconded the motion. The May 3, 2016, minutes were approved unanimously.

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

PROJECT NO. JDPL2-16-0004: JEREMY J. AND ELISA R. TWIDWELL, 343 DEER POINT DRIVE, GULF BREEZE, FLORIDA, REQUEST TO CONSTRUCT A BOARDWALK AND PIER WITH A COVERED BOAT LIFT AT 343 DEER POINT DRIVE, GULF BREEZE, FL.

Jason Taylor with Wetland Sciences, Inc., 3308 Gulf Beach Highway, Pensacola, Florida, appeared before the Board on behalf of the applicants. Mr. Taylor presented the case and answered questions.

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

Mr. Adams made a motion to approve the project as submitted. Mr. Clark seconded. The vote to approve the project was unanimous.

PROJECT NO. JS DL3-16-0001: OUR GANG, LLC, 3010 WESTFIELD DRIVE, GULF BREEZE, FLORIDA, REQUEST TO DEVELOP NEW SUBDIVISION TO BE NAMED WARWICK PLACE AT 113 NAVARRE STREET AND 410 WARWICK STREET, GULF BREEZE, FL.

Renee Foret and Sam Lundy with Foret and Lundy Builders, 1031 Westfield Road, Gulf Breeze, Florida, appeared before the Board as owners and developers of the subdivision. They presented the case and answered questions.

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

Mayor Pro Tem Henderson made a motion to approve the project with the following changes to the plat: 1) location and sizes of utility lines be included on the face of the plat, and 2) removal of the extraneous information. Mr. Clark seconded. 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 June 20, 2016.

PROJECT NO. JMLL3-16-0001: NORTHERN HORIZONS, LLC, P.O. BOX 1144 GULF BREEZE, FLORIDA, REQUEST TO EXPAND THE PARKING LOT AT 33 GULF BREEZE PARKWAY, GULF BREEZE, FL (THE BRIDGE BAR).

Tom Hammond with Hammond Engineering, Inc., 3802 North "S" Street, Pensacola, Florida, appeared before the Board on behalf of the applicants. Mr. Hammond presented the case and answered questions. Nick Wheatley, 33 Gulf Breeze Parkway, Gulf Breeze, Florida, answered questions from the Board.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions. He advised the Board that the City's stormwater consultant approved the stormwater plan.

Mr. Clark made a motion to approve the project as reflected in the amended plans. Mr. Adams seconded. 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 June 20, 2016.

PROJECT NO. JVCL3-16-0001: MATEER PROPERTIES, INC., 1032 FT. PICKENS ROAD, PENSACOLA BEACH, FLORIDA, REQUEST TO CONSTRUCT A PROFESSIONAL BUILDING, AT 67 BAYBRIDGE DRIVE, GULF BREEZE, FL.

Greg Uzdevenes, 918 Cervantes Street, Pensacola, Florida, appeared before the Board on behalf of the applicants. Mr. Uzdevenes presented the case and answered questions. Dan Green, Manager of the Commercial Association for Baybridge, answered questions from the Board regarding exterior paint colors for the new building and assured it would be in keeping with the surrounding offices.

Shane Carmichael, Director of Community Services, presented the staff report to the Board and answered questions. He explained that the applicant was asking for a variance to waive the architectural requirements of Chapter 26 of the City's Code of Ordinances. Construction of the Baybridge Office Complex predates the creation of the Community Redevelopment Agency and the proposed architectural design for the new building would not be in compliance with Chapter 26. The applicant is requesting to construct the new building so it will mirror the existing buildings.

Mayor Pro Tem Henderson made a motion to approve the project as submitted. Mrs. Baker seconded. 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 June 20, 2016.

OPEN FORUM

NEW INFORMATION

Mr. Carmichael reminded the Board that the annual financial disclosure forms must be filed by July 1, 2016.

ADJOURNMENT: The meeting was adjourned at 7:10 p.m.

ATTESTED TO:

Stephanie D. Lucas, City Clerk

ORDINANCE NO. 05-16

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, ~~AMENDING~~ DELETING SECTION 9(A) OF THE MUNICIPAL CHARTER AND AMENDING 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 publishes the time and place(s) of all elections in the City as part of the 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-(a) of the City's Charter is hereby ~~amended as follows:~~deleted in its entirety.

Section 9. Elections.

~~(a) The council shall provide by ordinance the method of holding all elections and shall require publication of notice of the time and place of all elections, such publication to be by posting in three (3) conspicuous places not less than thirty (30) days prior to the date of holding the election. Such notice shall specify the polling place or places and shall also name the inspectors and clerks. The city council may divide the city into precincts and provide separate voting places for the different precincts.~~

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 12:00 PM-Noon on the Friday preceding Labor Day. ~~sixty six (66) 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 at the open of business on the first Monday of August and end at 12:00 PM-Noon on the Friday preceding Labor Day. ~~not more than ninety five (95) days and no less than sixty six (66) days before the date of the election.~~

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 _____ DAY OF JUNE, 2016.

ADVERTISED ON THE _____ DAY OF JUNE, 2016.

PASSED ON THE SECOND READING ON THE _____ DAY OF JULY, 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

June 16, 2016

Ed Gray III, Executive Director
Capital Trust Agency
315 Fairpoint Drive
Gulf Breeze, FL 32561

Dear Mr. Gray:

This engagement letter confirms the engagement of Jenner & Block LLP, an Illinois limited liability partnership ("Jenner & Block"), by the City of Gulf Breeze ("you"), and the basis on which Jenner & Block will represent you. We appreciate your confidence and thank you for selecting Jenner & Block as counsel.

1. Scope of Representation. Except as we may agree otherwise in writing, Jenner & Block will be representing only you and will not be representing any of your parents, subsidiaries, affiliated entities, shareholders, partners, directors, officers, agents or employees. Jenner & Block will advise you in connection with, and the scope of Jenner & Block's engagement and duties to you shall relate solely to, the U.S. Department of Justice's allegations of possible civil liability, including under the False Claims Act, for conduct related to the SLGS securities program ("this matter").

Because the representation is limited to a specific undertaking, Jenner & Block's acceptance of this engagement does not involve an undertaking to represent you or your interests in any other matter unless specifically requested by you and agreed by Jenner & Block. Also, after completion of this matter, changes may occur in pertinent laws or regulations that will have an impact upon your future rights and liabilities. Unless you engage us after completion of this matter to provide additional advice on issues arising from this matter, Jenner & Block will have no continuing obligation to advise you with respect to future legal developments.

You may limit or expand the scope of Jenner & Block's representation from time to time, provided that Jenner & Block must agree to any expansion of scope. Except as we may otherwise agree in writing, the terms of this engagement letter apply to all expansions in the scope of representation and to all additional engagements for you which Jenner & Block may undertake.

2. Fees and Expenses. Our fees are based substantially upon hours charged, recorded in tenth of an hour increments, at Jenner & Block's scheduled rates which are in effect at the time the services are performed. Those scheduled rates are periodically adjusted, generally at the beginning of a calendar year. My present hourly rate is \$1,200. We envision that much of the work will be done by personnel at lower billing rates, and we will work with you on an appropriate budget. In addition, for this matter, Jenner & Block agrees to discount its fees, but not out-of-pocket expenses and internal charges, by 10%, provided that Jenner & Block's statements are paid within 30 days. Gayle Littleton's hourly rate is \$775/hr. Emily Loeb's

hourly rate is \$695/hr. Jenner & Block's present scheduled hourly rates for others range from \$635 to \$1,250 for partners, from \$405 to \$740 for associates, from \$295 to \$340 for paralegals and are \$210 for project assistants.

In addition to fees, our statements include out-of-pocket expenses and internal charges which Jenner & Block incurs in connection with the representation. Also, it is our standard practice to have certain charges for outside retained services (such as for expert witnesses, local counsel and consultants) invoiced directly to you. This letter acknowledges your agreement to pay all such invoices in a timely manner and to hold Jenner & Block harmless from your failure to do so. To the extent such third party charges are paid directly by Jenner & Block, they will be included on our statements.

The fees and other charges for this matter are not in any way contingent upon its successful completion or outcome. Unless we otherwise expressly agree in writing, any advance estimates by us of fees and expenses in connection with services to be performed, and any deposits, retainers or advances which we may require for work to continue are not a limitation nor binding commitment on our part as to the total fees and other charges for which you are responsible under the terms of this engagement.

Jenner & Block's statements are submitted monthly, unless the amount to be billed is not significant. Jenner & Block's statements are due and payable on receipt. If you question or dispute any entry on a statement, we ask that the matter be brought to our attention promptly, so that any disputes or problems can be fairly and amicably resolved in a timely manner. You agree that each statement will be paid within 30 days of the date on which the statement was sent to you. Subject to the requirement of applicable legal ethics rules, Jenner & Block reserves the right to stop work and close the files on all matters being handled for you if any amount invoiced to you is sixty (60) days or more past due. Interest is charged at the rate of 7% per annum from the date of the statement(s) for amounts which are not paid within 60 days of that date. Interest will not be charged to individuals for whom Jenner & Block performs services for personal, family or household matters.

If you substantially fail to fulfill this agreement as to fees and expenses, Jenner & Block may withdraw or seek leave to withdraw from its representation of you. Such withdrawal shall not affect our right to be paid in full for previously incurred but unpaid fees, charges and disbursements.

In certain matters, Jenner & Block may look first to a third party payor (for instance, an insurance company or other potential indemnitor) to pay its fees and expenses for this engagement. In such instances, you remain the client; your decisions concerning the objectives of the representation are controlling; and you are ultimately responsible for the payment of Jenner & Block's statements in the event the third party payor fails to make the required payment(s) in a timely manner

If as a result of the engagement, Jenner & Block is required to produce documents or appear as a witness in connection with any litigation, arbitration, mediation, investigation or regulatory proceeding involving you, you also agree to pay to Jenner & Block the costs and expenses (including attorney and staff time at then scheduled hourly rates) reasonably incurred by

Jenner & Block in connection with such a requirement. This provision survives the termination of Jenner & Block's representation of you.

3. Conflicts with Other Clients. You are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing you, some of our present or future clients will have disputes or transactions with you, or the Firm will be asked to represent a party to which you are adverse in this matter. You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to you or you are adverse to those other clients in this matter. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage.

4. Termination of Representation. Either of us may terminate the engagement at any time for any reason by providing written notice, subject on the part of Jenner & Block to the requirements of applicable legal ethics rules. Unless we agree to render additional legal services for you, Jenner & Block's representation of you and the attorney/client relationship will terminate upon Jenner & Block sending its final statement for attorney services rendered in this matter.

5. Indemnification Against Claims of Nonclients. You agree to, indemnify and hold Jenner & Block harmless for any loss, liability, judgment, costs and expenses (including reasonable attorneys' fees and other costs of defense) resulting from claims made and/or lawsuits filed against Jenner & Block by any third party because of acts or omissions on the part of Jenner & Block in performing services on your behalf, to the extent allowed by Florida law. This indemnity agreement relates solely to claims and lawsuits by nonclients and does not prospectively limit Jenner & Block's liability to you in connection with the performance of services on your behalf or alter Jenner & Block's professional obligations to you. This agreement survives the termination of Jenner & Block's representation of you.

6. Document Retention. During the course of the representation, Jenner & Block shall maintain a file on your behalf. The file may include material you have given to us in connection with the representation, as well as other material such as pleadings, transcripts, exhibits, reports, contracts, wills, certificates and other documents as are determined by Jenner & Block to be reasonably necessary to the representation ("Your File"). Your File shall be and remain your property. Jenner & Block may also include in the file its attorney work product, mental impressions and notes (collectively "Work Product"). Unless otherwise agreed between us, the Work Product shall be and remain the property of Jenner & Block.

At the termination of the representation and for a period of seven (7) years thereafter, and provided there are no outstanding unpaid statements for fees and charges owed by you to Jenner & Block, you shall have the right on request to take possession of Your File, not including the Work Product. In such event, Jenner & Block at its expense may make and retain copies of all or portions of Your File. If you do not request possession of Your File within such seven (7) year period, Jenner & Block will have no further responsibility for the retention and

maintenance of Your File and may at its option dispose of all or parts of Your File without further notice to you.

7. Approval and Return of Signed Letter. Please signify your agreement to the arrangement for legal services described in this letter by returning to us a signed copy of the engagement letter. In most instances, we will not commence work on your behalf unless and until we have received the signed copy of this engagement letter. If, for some reason, we are required to commence work before you sign and return this letter, the effective date of our agreement to provide services will be the date on which we first performed services on your behalf. If you then fail to sign and return the letter, we will stop work, close the file and seek to recover from you the reasonable value of any services performed to that point.

We look forward to working with you.

Sincerely,

Jenner & Block LLP

By: _____
Thomas J. Perrelli

Accepted: City of Gulf Breeze

By: _____

Date: _____

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT is made on the ____ day of _____, 2016, by and between the City of Gulf Breeze, 1070 Shoreline Drive, Gulf Breeze, FL 32561 ("City") and BRYANT MILLER OLIVE P.A., One Tampa City Center, 201 N Franklin St., Suite 2700, Tampa, FL 33602 ("Counsel").

WITNESSETH

WHEREAS, the City wishes to retain Counsel to provide attorney services as set forth herein with regard to the representation of the City with regard to a dispute between the City and Government Credit Corporation ("GCC") arising out of agreements between the City and GCC and services provided by GCC to the City. The Attorney Services includes representation of the City at the pre-litigation stage and in any litigation that may be filed ("Attorney Services").

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby agree as follows:

SECTION 1. AUTHORIZATION TO PROCEED AS COUNSEL. Counsel is hereby authorized to provide the Attorney Services for the professional fees described in this Agreement.

SECTION 2. SCOPE OF SERVICES. Counsel hereby agrees to provide the Attorney Services.

SECTION 3. TERM. This Agreement will be effective on the date of execution on behalf of the City and Counsel and will continue until terminated in accordance with Section 8 herein or until all claims of GCC and the City are resolved, whether by settlement or court action. No attorney-client relationship will exist between City and Counsel regarding the Attorney Services until the effective date of this Agreement.

SECTION 4. TERMS OF ENGAGEMENT. This Agreement shall include the Terms of Agreement attached hereto, which is incorporated as if fully set forth herein.

SECTION 5. PROFESSIONAL FEES FOR SERVICES. The City and Counsel agree to a rate of \$350 per hour for services provided by shareholders, and \$250 per hour for services provided by associates. Services provided by paralegals and law clerks will be compensated at the rate of \$135.00 per hour. Invoices will be issued monthly for all work and are due and payable within thirty (30) days of receipt.

SECTION 6. COMPENSABLE EXPENSES. Reimbursement of expenses shall be made by the City to Counsel for out-of-pocket expenses, including but not limited to, long distance calls and facsimiles, postage, court costs, court reporter fees, expert fees, electronic legal research charges, copying, parking costs and travel incurred by Counsel in performance of the duties hereunder.

SECTION 7. CONSTRUCTION AND AMENDMENTS. This Agreement and the attached terms and conditions constitute the entire agreement between the parties on its subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City

and Counsel. However, an increase to the rates charged by Counsel for services rendered under this Agreement may be increased upon the agreement by both Parties and confirmed in writing.

SECTION 8. CANCELLATION OF AGREEMENT. The City may cancel or terminate this Agreement upon written notice to Counsel. If Counsel is representing City in a matter pending before any court or other tribunal, the termination shall become effective upon entry of an order permitting Counsel's withdrawal from representing the City in any pending litigation. If such order is not entered, City will continue to be responsible for payment for services rendered by Counsel in keeping with Counsel's duties under the applicable rules of the Bar and Court. Subject to applicable Bar rules, Counsel may terminate this agreement and representation of City upon ten days advance written notice to City, provided however, if Counsel is representing City in a matter pending before any court or other tribunal, the termination shall become effective upon entry of an order permitting Counsel's withdrawal from representing the City in any pending litigation. All reimbursable expenses and fees prior to the effective date of termination, however terminated, shall be paid by City to Counsel.

SECTION 9. ACCEPTANCE OF AGREEMENT. If any of the above terms are unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.

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

CITY

BRYANT MILLER OLIVE P.A.

By:

By:

Name:

Name: Alan S. Zimmet

Title: Shareholder

Title:

TERMS OF ENGAGEMENT

We appreciate your decision to retain Bryant Miller Olive as your legal counsel. This document explains certain important terms of our relationship.

1. Scope. Our engagement and the services that we will provide to you are limited to the matter(s) identified in the accompanying Legal Services Agreement. Any changes in the scope of our representation as described in the letter must be approved by us in a signed writing. We will provide legal services related to the matters described in that letter. You will provide us with the information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations. You will not rely on us for business,

investment, or accounting decisions or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in the letter.

2. Confidentiality and Related Matters. Several points regarding the ethics of our profession that will govern our representation deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform the proper and best services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity, our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to those of individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity (or are waived), but any such representation will be the subject of a separate engagement.

3. Fees. In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Of course, our internal hourly rates change periodically to account for increases in our cost of delivery legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one tenth hour (six minute) increments. Also, to appropriately compensate us in situations where our services provide a significant benefit that is disproportionate to the time devoted to the matter, we may adjust the fee, subject to your approval of the adjusted fee, on an "added-value" basis if and to the extent the services contribute to a favorable result for you.

4. Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges for certain support activities.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for

retaining the appropriate service providers. Even if we do so, however, you will be responsible for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from a contractor or achieve other benefits to the client if the firm provides certain functions. We will seek the approval of City Council prior to engaging any consulting or testifying experts.

5. Billing. We bill monthly throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a summary of each matter for which legal services are rendered and a fee is charged. Payment of our invoices will be governed by the Prompt Payment Act.

6. Questions about Our Bills. We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We will attempt to provide as much billing information as you require and in such customary form that you desire.

7. Relationships with Other Clients. We are sometimes asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with us, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics rules that govern us permit us to accept such multiple representations, assuming certain requirements are met.

8. Termination. Upon completion of the matter to which this representation applies, or upon earlier termination of our relationship in accordance with the Legal Services Agreement, the attorney-client relationship with respect to this representation will end. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses agreed to or incurred prior to the effective date of termination.

9. Acceptance: Your continuing with this engagement constitutes your acceptance of the foregoing terms and conditions.

**AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF GULF BREEZE**

This Agreement is entered into by the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") and the CITY OF GULF BREEZE, a municipal corporation authorized and existing under the laws of the State of Florida (the "City") who may hereinafter be individually referred to as a "Party" or collectively as the "Parties."

RECITALS

1. The Department has undertaken a project for the replacement of SR30 Pensacola Bay Bridge No. 480035 (the "Project").
2. The Department requires additional right of way for the construction of the proposed bridge and its approaches which would include the area where the bridge makes landfall within the City's limits.
3. The Department has established parcel number 100.1 for property required as a fee simple interest for proposed transportation facilities and parcel number 702.1 for property in which the Department requires a temporary construction easement for the construction of the Project.
4. The City currently is the owner of property (Wayside Parks) within which parcel numbers 100.1 and 702.1 are located, ~~having previously acquired the property from the Department and the Board of Trustees of the Internal Improvement Fund of the State of Florida.~~ The Department has requested that the City ~~desires to~~ convey to the Department parcel number 100.1 for property required as a fee simple interest for proposed transportation facilities and parcel number 702.1 for property in which the Department requires a temporary construction easement in exchange for the consideration of ~~\$2,000,000.00~~ \$2,200,000.00.
5. The Department is authorized pursuant to Section 334.044, Florida Statutes, to enter into contracts and agreements, and by Chapter 337 to acquire public purpose property.
6. The City is authorized to enter into this Agreement pursuant to the Resolution No. ___-16 of its City Council attached hereto.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the Project, the parties agree to the following:

7. The recitals set forth in paragraphs 1 through 6 above are true and correct and are deemed incorporated into this Agreement.

8. Within 30 days after the execution of this Agreement by the City and the Department, the Department shall pay to the City the amount of ~~\$2,200,000.00~~~~\$2,000,000.00.~~, and ~~In exchange,~~ the City shall convey to the Department (i) a fee simple interest in parcel 100.1 by deed and resolution in the form attached to this Agreement as Exhibit "A," and (ii) a temporary construction easement in parcel 702.1 by temporary easement and resolution in the form attached to this Agreement as Exhibit "B." The parties will establish a mutually agreeable closing date for such ~~transaction conveyances.~~ The failure of the Department for any reason to remit payment to the City as provided in this paragraph shall constitute a breach of this Agreement and this Agreement shall immediately thereafter be deemed as having been automatically terminated and no longer being effective.

9. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the City without the prior written consent of the Department. However, this Agreement shall run to the Department and its successors with the understanding that this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

~~10. Upon completion of the Project by the Department, the City will assume responsibility for the perpetual maintenance of the improvements made to the remainder of Wayside Park by the Department as part of the Project for park and other purposes. Such maintenance shall be conducted in perpetuity and in accordance with such standards and specifications as are required by federal or state law, rule or regulation. The term "improvements made to the remainder of Wayside Park by the Department" in this Section 10 shall mean all improvements referenced in the Project Development and Environment study for the Project, including but not limited to construction of an entrance road on the east and the entrance road on the west as shown on the Project Development and Environment drawings for the Project, all landscaping as agreed upon by the City and the Department, the use of inverted T construction and building parking spaces under the bridge. The term "improvements made to the remainder of Wayside Park by the Department" in this Section 10 shall not mean the roadway, the bridge structure or other property conveyed to the Department by the City including but not limited to parcel 100.1.~~

~~4110.~~ The Agreement is governed by and construed in accordance with the Laws of the State of Florida. Venue for any action brought pursuant to, or arising from, this Agreement shall be in only in the state courts of Santa Rosa County, Florida.

~~4211.~~ 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.

~~4312.~~ Except as otherwise provided, no waiver or consent by a Party of or to any breach or default by any other Party shall be effective unless evidenced in writing, executed and delivered by the Party so waiving or consenting and no waiver or consent

effectively given as aforesaid shall operate as a waiver of or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

1314. 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 the Parties. 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.

1415. This Agreement may not be changed or amended without a written agreement signed by the Parties.

1516. No provision in this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

1617. The effective date of this Agreement shall be the latest date on which a Party executes this Agreement; provided, however, that if this Agreement is not fully executed by both Parties on or before July 16, 2016, it shall be deemed as being null and void.

1718. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall be deemed to be but one Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its behalf this ____ day of ____, 2016, by its Mayor, being authorized to enter into and execute same by action of the City Council meeting in regular session on the ____ day of _____, 2016, and the Department has executed this Agreement through its District Secretary for District III, Florida Department of Transportation on the date set forth below.

**CITY COUNCIL
CITY OF GULF BREEZE, FLORIDA**

**ATTEST: LESLIE A. GUYER
CITY CLERK**

BY: _____
MATT E. DANNHEISER, MAYOR

City Clerk

~~Approved As To Form:~~

CITY ATTORNEY

Item/Segment No. 4093341
Replacement Pensacola Bay Bridge No. 480035
Right of Way
City of Gulf Breeze

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: _____
JAMES T. BARFIELD, P.E.
DISTRICT SECRETARY
1074 Highway 90
Chipley, FL 32428

EXECUTIVE SECRETARY (SEAL)

Date: _____

Legal Review:

OFFICE OF GENERAL COUNSEL