

**GULF BREEZE CITY COUNCIL
EXECUTIVE MEETING AGENDA**

AMENDED

**WEDNESDAY, JUNE 29, 2016
EXECUTIVE MEETING, 6:30 P.M.
COUNCIL CHAMBERS**

1. ROLL CALL
2. PROCLAMATIONS AND PRESENTATIONS
3. ACTION AGENDA ITEMS
 - A. Discussion regarding the condition of Tiger Point East Golf Course
 - B. Approval to hold a Public Hearing on July 5, 2016, to seek input for establishing a FEMA Alternative Project in lieu of rebuilding the Tiger Point West Course bunkers.
 - C. Approval of Ordinance 05-16, Amending the deadline for qualification of candidate
 - D. Approval of repair and/or replacement of cameras on City wide surveillance camera system
 - E. Approval of funding to continue increased police presence on Gulf Breeze Parkway
 - F. Approval to purchase 23 body worn cameras from Watch Guard.
 - G. Authorization to change traffic signal at the rear of Gulf Breeze High School and the signal in front of Gulf Breeze Middle School on Hwy 98 to flash during extended hours in the Summer
 - H. Approval of South Santa Rosa Board Recommendations:
 1. Soundside/Oak Drive Sewer Improvement Project

Recommendation: SSRUS Board recommends that the City Council authorize the construction and expenditure of the estimated \$206,896 to be paid from the South Santa Rosa Utility Service tap fee reserves to construct approximately 7,200' of 4" forcemain on Soundside and Oak Drive, and implement an aid in construction fee of \$828 for each home that connects to the system.
 2. West Course Front Nine (9) Irrigation Renovation Cost Evaluation

Recommendation: SSRUS Board recommends that the City Council authorize staff to prepare a Request for Proposal for irrigation of the West Golf Course
 3. Centrifuge 12,000 Hour Service

Recommendation: SSRUS Board recommends that the City Council authorize Andritz to perform the 12,000 hour overhaul.

4. Award of Bid for Construction of 300,000 gallon Elevated Reclaim Tank

Recommendation: SSRUS Board recommends that the City Council award the Elevated Reclaim Tank bid to Phoenix Fabricators and Erectors Inc. for \$1,128,906 with North West Florida Water Management District (NFWMD) Grant funding \$345,500 and the balance of \$783,406 be paid from the South Santa Rosa Utility Service tap fee reserves

5. Purchase of one (1) Ford Super Duty F-250 Truck

Recommendation: SSRUS Board recommends that the City Council authorize the purchase of one (1) Ford Super Duty F-250 CNG Truck from Hub City Ford

- I. Approval to pay invoices 96052 and 96053 for a total of amount of \$5,877.58 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A. and that the City Council meet as the Board of Directors of the CRA on July 5, 2016, and authorize the payment of invoices 96051 and 96054 for a total amount of \$2,245.57 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A.
- J. Approval to pay invoice 331984 in the amount of \$4,133.97 to Galloway /Johnson-Tompkins Burr and Smith (GJTBS)
- K. Discussion of Agreement with the Florida Department of Transportation for Transfer of Right-of-Way and Temporary Construction Easement – Replacement of Pensacola Bay Bridge

4. NEW ITEMS

5. INFORMATION ITEMS

6. PUBLIC FORUM

7. ADJOURNMENT

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



City of Gulf Breeze

TO : Mayor and City Council
FROM:  Edwin A. Eddy, City Manager
DATE : June 23, 2016
RE : Condition of Tiger Point East Golf Course

As directed by the City Council we invited Gene Garrotte, Chief Executive Officer of Integrity Golf, to be present at the July 5th City council meeting to discuss with the Council the condition of the Tiger Point East Golf Course and the Capital improvement plan. We hope to have a draft Capital plan ready to provide to the Council on July 1st.

SECTION V – MANAGEMENT AND OPERATION OF THE FACILITY

The Contractor is to manage and operate the Facility as an 18-hole championship golf course, Pro Shop, restaurant, driving range and such other uses and amenities as may be approved by the City. The Facility must be managed, operated and maintained in a first-class manner as described in **Exhibit “D”** (hereinafter “First Class” or “First Class Standard” or “First Class Condition”) and in accordance with the terms of this Agreement. No other uses of the Facility shall be allowed without the City’s written permission. The Facility shall be operated under the name Tiger Point Golf Club and such name may not be changed without the prior written approval of the City.

EXHIBIT “D”

FIRST CLASS STANDARD

Facility Grounds:

The overall condition of the Facility grounds, including, but not limited to landscaping, building maintenance and the condition of greens, fairways, tees and surrounding areas, and the level of quality of service at the Facility, will be deemed to be in accordance with the First Class Standard if such areas and level of service are equal to or better than the standard of quality and excellence at the average of the level of service and condition at the comparable Golf Courses listed on Exhibit “E”.

Facility Pro Shop:

The Pro Shop will be deemed operated in accordance with the First Class Standard if the quality of merchandise, service and appearance of the retail facilities in the Pro Shop is equal to or better than the quality of merchandise, service and appearance of similar retail facilities in the pro shops at the comparable Golf Courses listed on Exhibit “E”.

Facility Restaurant:

The restaurant at the Facility will be deemed operated in accordance with the First Class Standard if the quality of food, beverages, service and appearance of the restaurant facilities is equal to or better than the quality of food, beverages, service and appearance of other similar restaurants at the comparable Golf Courses listed on Exhibit “E”.

EXHIBIT "E"

"FIRST CLASS" GOLF COURSES LEASED & OPERATED BY INTEGRITY

- A. **"First Class" Golf Courses leased and operated by Integrity, or one of its wholly owned subsidiaries**
 - 1. Eagle Creek Golf Club, Orlando, Florida
 - 2. Metro West Golf Club, Orlando, Florida
 - 3. Capital City Country Club, Tallahassee, Florida

The City reserves the right to require the Contractor and Integrity to amend this **Exhibit "E"** to include other comparable properties owned and operated by Integrity in the event that (i) Integrity ceases to own the comparable properties in this **Exhibit "E"** after the Effective Date, and/or (ii) Integrity ceases, or is unable, to maintain and operate the comparable properties in this **Exhibit "E"** after the Effective Date in accordance with the First Class Standard.

SECTION XVI – REPAIRS AND MAINTENANCE

Contractor shall, at its own cost and expense, repair, replace and maintain the Facility and improvements in First Class Condition and in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Facility and other improvements including but not limited to such agronomic and horticultural practices to maintain the Facility to the First Class Standard. The Contractor agrees to provide and maintain all necessary signage as approved by the City. The Contractor further agrees to be responsible for maintenance and cleaning of the Facility, including, but not limited to, keeping all improvements in a clean, safe, wholesome and sanitary condition, free of trash, garbage or obstructions of any kind and in compliance with all existing or future laws, general rules and regulations of any governmental entity in force now or at any time during the Initial Term, the first Extension Term and the second Extension Term relating to sanitation, public health, safety or welfare.

Contractor shall properly maintain, repair and keep in good operating condition all fixtures, equipment and furnishing owned by the City and located in and about the Facility. All costs of repair, maintenance and replacement of such fixtures, equipment and furnishing shall be done at the sole expense of the Contractor and shall be accomplished within forty-eight (48) hours after the need for repairs and/or maintenance becomes apparent.

Contractor shall, at all times, keep the Facility free and clear of objects, impediments and trash. The Contractor is solely responsible for the cleaning of the Facility and any improvements thereon. In addition to such cleaning, the Contractor shall be responsible for the repair of all equipment used in the operation and management of the Facility.

The City may, at anytime, without notice, enter upon the Facility to determine if repairs, maintenance and cleaning satisfactory to the City are being performed. Contractor agrees at its own expense to perform such reasonable repair, maintenance and/or cleaning as requested by the City.

SECTION XVII – TAXES AND ASSESSMENTS

Contractor shall pay and discharge, if applicable, all future taxes and assessments, including but not limited to ad valorem taxes, intangibles taxes, sales taxes,



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Operations Consultant *U.P.*

DATE: May 27, 2016

RE: FEMA Alternative Project, West Golf Course Bunkers

As you are aware, the City was informed last month that FEMA had obligated costs to repair Tiger Point West Course bunkers. As the West Course has been closed since the flood, it may be appropriate to pursue alternative project approval from FEMA and the City Council.

The initial amount obligated by FEMA for this project was \$533,202. Under an alternative project funding this would be limited to 75% or \$399,902 of which the City would be responsible for \$49,998 (State \$49,998, FEMA \$299,927).

Staff has filed with the State for an extension of the typical 18 month deadline for completion.

Since FEMA tends to favorably view alternative projects that address the same facility/area that was damaged, we are proposing the purchase of equipment to maintain the West Course as well as other City properties. It is anticipated that the maintenance equipment would be appearing as capital requests in the next few budget cycles.

Staff is currently using very old tractors and backhoe loader equipment that we salvaged out the golf course bone yard that were included in purchase of the golf course in 2012. This equipment is used to maintain the 120 acres contained in the west golf course as well as 100 acres of spray fields. We recently purchased 2 new finish mowers for the west course, these are in good condition.

Listed below is the type of equipment with estimated cost that is needed to maintain the west golf course, spray fields, and related irrigation lines.

• Closing and covering damaged Bunkers in accordance with FEMA requirements.	\$34,900
• (1) 90 hp Backhoe Loader	\$90,000
• (1) 50 hp Excavator	\$60,000
• (2) 60 hp Tractors @ \$50,000 each	\$100,000
• (1) F450 Truck	\$50,000
• (1) F250 Truck	\$45,000
• (1) 15' Finish Mower	<u>\$20,000</u>
Total	\$399,900

In order to move forward with the Alternative Project, the City Council needs to hold public hearings and seek input on the proposed alternative project and submit a resolution to FEMA requesting approval.

Recommendation: City Council schedule two (2) Public Hearings to seek input for establishing a FEMA Alternative Project instead of rebuilding the Tiger Point West Course Bunkers.

City of Gulf Breeze

2017-21 Capital Project or Equipment

Project/Equipment

Project Name: WWTP 403-2400

Department: SSRUS

Project Status:

Project Type:

Location: WWTP

Acct. Number:

Relationship to Other Projects:

Description

Machinery & Equip - West Golf Course: Backhoe loader, 2 tractors, Implements, Equipment Trailer, Truck
 Equipment Building
 WWTP Equipment
 WWTP Expansion
 Elevated Reclaim Tank
 West Course Drainage Improvements

Project Cost Description	2017	2018	2019	2020	2021	2017-2021 Total
Mach& Equip - West Golf Course Maint	350,000					350,000
West Course Drainage Improvements		100,000				100,000
Equipment Building	80,000					80,000
WWTP Equip	52,000	50,000	50,000	50,000	50,000	252,000
Elevated Reclaim Tank	1,000,000					1,000,000
WWTP Design		100,000	100,000			200,000
WWTP Expansion				10,000,000		10,000,000
Soundside/Oak St Force Main Ext	210,000					210,000
TOTAL COSTS	\$ 1,692,000	\$ 250,000	\$ 150,000	\$ 10,050,000	\$ 50,000	\$ 12,192,000
Proposed Source of Funds						
FEMA Alt Project	350,000					350,000
DEP Grant	365,000					365,000
Operating Revenue	132,000	250,000	150,000	50,000	50,000	632,000
Tap Fees	845,000					845,000
Borrowing				10,000,000		10,000,000
TOTAL FUNDS	\$ 1,692,000	\$ 250,000	\$ 150,000	\$ 10,050,000	\$ 50,000	\$ 12,192,000



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

March 11, 2016

Mr. Stephen Milford, Finance Director
Gulf Breeze, City of
1070 Shoreline Drive
Gulf Breeze, Florida 32561

FEMA-4177-DR-FL
FIPS No. 113-28000-00
Package 34
PW(s): 945v0

Dear Mr. Milford:

Attached is a copy of the Federal Emergency Management Agency (FEMA) Project Application Summary (P2) package referenced above. This Project Application Summary denotes Public Assistance Funding provided under the Robert T. Stafford Act for disaster damages caused by DR-4177, Severe Storms, Tornadoes, Straight-Line Winds & Flooding.

Should you disagree with FEMA's determination you have the right to appeal in accordance with 44 CFR, §206.206. You must file an appeal within 60 days of receipt of this correspondence to the State of Florida Division of Emergency Management (Grantee). Submit online at www.FloridaPA.org by going to the Account Summary Screen and choosing "New Appeal" from the "New Request" dropdown on the right side of the page. Written correspondence may be scanned and uploaded to the appeal request online or mailed to:

Bryan W. Koon, Director, Division of Emergency Management
Attention: Bryan Lowe, State Public Assistance Officer
2555 Shumard Oak Boulevard, Tallahassee, Florida 32399

The appeal must contain documentation supporting the Applicant's position and the applicable provisions in Federal Law, regulation, and/or policy.

Reimbursements for large projects (in excess of \$120,000.00) must be requested by the applicant (Subgrantee). This may be accomplished via the State's Public Assistance website, www.FloridaPA.org, by submitting a Request for Reimbursement (RFR) along with a Summary of Documentation (SOD) and all supporting documents which must total, at least, the amount being requested. The work performed must be included in the project worksheet's (Subgrant) Scope of Work.

One (1) Request for Advance (RFA) is allowed per disaster. It may cover multiple worksheets. Submit the Request for Advance (RFA) and a Schedule of Projected Expenditures (SOPE) on www.FloridaPA.org. Advanced funds are expected to be used within 90 days of receipt.

Mr. Stephen Milford
March 11, 2016
Page Two

The applicant must maintain original and accurate records of disaster costs for a period of five years from the date of disaster closeout by FEMA. Copies of Project Worksheets may be viewed and printed online at www.FloridaPA.org.

Throughout the Grant Management process, our website can be utilized to research up-to-date status and submit further requests. For further details on the payment process, please visit www.FloridaPA.org and click the tab titled **Applicant Guidelines and Guides** for instructions on how to submit a Request for Reimbursement, or see PAYMENT OF COST in the Disaster Relief Funding Agreement.

If you have any questions or should require further information, please feel free to contact your State Support Team at the phone number or email address listed under "State Contacts" on the left side of your www.FloridaPA.org Account Summary Screen.

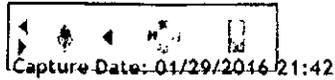
Sincerely,



Bryan Lowe
State Public Assistance Officer

BL/em

Enclosure: P2 Package 34



Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4177-DR-FL

Number of Records: 1

Applicant ID: 113-28000-00
Bundle #: PA-04-FL-4177-State-0034
(33)

Applicant: GULF BREEZE

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-FL-4177-PW-00945(0)	G	N	11-06-2015	533,202.20

Facility Number: 1

Facility Name: TIGER POINT GOLF COURSE WEST - BUNKERS/GREENS

Location: Tiger Point Golf Course Clubhouse
GPS: 30.383644, -87.078837

Scope of Work: In order to bring the 22 sand bunkers of the Tiger Point West Golf Course and 9 putting greens back to pre-disaster condition and playability the Applicant, following their procurement policy, will award a contract for 30,841 sf of sand replenishment and a contract for repairing approximately 49,672 sf of damaged putting greens. Due to the large number of bunkers and amount of sand, machinery will be used to remove the sand. This process will compromise the bunker liners, sub base gravel and drain lines causing the scope of work to include removing the existing sand, sub base, liners and drain lines from all the bunkers and replacing with new like in kind materials. New sand will be placed at a depth of 6 inches that will eventually compact to the required 4 inch playability depth. The 9 putting greens will have their damaged turf surface and soil root base removed and replaced. The Applicant supplied a contractor's estimate of \$7.00/sf x 49,672 sf = \$347,704.00 to complete repairs to the 9 putting greens.

Bunker Replenishment:

The Applicant developed and supplied the following estimate which includes materials to be purchased by the applicant and labor completed by contract:
Gravel Bunker sub base: 3 loads (25 tons/load) at \$39/ton = \$2,925.00
Bunker Liner: 30,841 SF will be replaced using 103 rolls (300 SF each) at \$297.40/roll = \$30,632.00
Drainage pipe: 78,856 LF perforated will be replaced using 4 inch pipe at \$.48/LF = \$37,865.00
Sand: 571 CY will be replaced using 777 tons at \$28.95/TN = \$22,496.00
Labor: Estimated labor to bring the 22 damaged bunkers back to pre-disaster condition and capacity = \$88,141.00

Estimate to bring the 22 damaged bunkers back to pre-disaster condition and function = \$182,059.00.

Putting Green Restoration:

The nine damaged putting greens will have their grass surface and 12 inch root bed removed. Specialized soil with the necessary nutrients will be replaced for the root bed at a depth of 14 inches and hydro-compacted to 12 inches. The surface will be contoured to original grade and specifications in preparation for the playing surface. Ultra Dwarf Bermuda Turf sprigs will be applied to the surface, prepped and cared for until a suitable playing surface is established.

Facility Maintenance

The City of Gulf Breeze purchased the Tiger Point Golf Club in December 2012. This facility was of PGA Tour championship quality as evident by the previous owner hosting the Pensacola Open, a PGA tour event. Each bunker was completely rebuilt by the previous owner following the hurricanes of 2004 and 2005. After our December 2012 purchase of the facility, in the 15 months prior to the April 2014 flood, the applicant performed routine maintenance necessary to maintain the professional and United States Golf Association (USGA) standards required for the high level of conditions this course has maintained. This routine maintenance includes:

- 10 hours daily for 2 workers to spin and rake all bunkers
- 6 hours a week for 1 worker to weed eat the slopes of all bunkers
- 3 - 4 times per year, 96 hours for 4 workers to edge all bunkers.
- Mowing, verticutting, aeriating, top dressing and fertilizing the putting greens

Capture Date: 01/29/2016 21:42

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4177-DR-FL**

Number of Records: 1

It is not practice of the Applicant to memorialize or record specific tasks and routines on work orders or time cards. The Golf Course Superintendent delegates (and supervises) the work of their personnel who then completes the tasks.

REQUIRED DOCUMENTATION (CONTRACTS & BIDS):

Applicant has been unable to provide required documentation (contracts & bids) to verify estimated damage repair costs at the time of submittal. Applicant estimated damage repair costs @ \$529,764.00 but HAS NOT provided required documentation to verify.

RECORD RETENTION:

Complete records and cost documents for all approved work must be maintained for at least 3 years from the date the last project was completed or from the date final payment was received, whichever is later. Applicant is responsible for retention of all documentation associated with this project.

SUPPORTING DOCUMENTATION:

100% of the documentation to support this project has been reviewed and verified by the Applicant and Project Specialist for eligibility and correctness.

PROCUREMENT RULES:

Applicant is required to adhere to State Government Procurement rules and regulations and maintain adequate records to support the basis for all purchasing of goods and materials and contracting services for projects approved under the Public Assistance program, as stated in 44 CFR 13.36. The applicant has advised they have/will follow their normal procurement procedures.

PERMITS:

The PA Project Specialist has advised the Applicant that it is their responsibility to obtain all applicable local, state and federal permits prior to any construction or debris disposal activity referenced on this project. Applicant has also been advised that the lack of obtaining and maintaining these documents may jeopardize funding.

INSURANCE:

The Applicant is aware that all projects are subject to an insurance review as stated in 44 C.F.R. Sections 206.252 and 206.253. If applicable, an insurance determination will be made either as anticipated proceeds or actual proceeds in accordance with the Applicant's insurance policy that may affect the total amount of the project.

DIRECT ADMINISTRATIVE COSTS:

The subgrantee is requesting Direct Administrative Costs (DAC) that are directly chargeable to this specific project. Associated eligible work is related administration of the PA project only and in accordance with 44 CFR 13.22. These costs are treated consistently and uniformly as direct costs in all federal awards and other subgrantee activities and are not included in any approved indirect cost rates.

SANDY RECOVERY IMPROVEMENT ACT

Funds obligated pursuant to this Project Worksheet (PW) are subject to expenditure time limits imposed under Section 904(c) of the Disaster Relief Appropriations Act, 2013, P. L. 113-2, and are required to be expended by the grantee or sub-grantee (paid as an outlay of money in furtherance of the grant purpose) within 730 days of the date FEMA obligates the funds for this PW in its financial system. Any funds not expended by the grantee or sub-grantee within 730 days will be de-obligated by FEMA within 30 days from the end of this 730 day period and any funds withdrawn and not expended must be returned to FEMA within 30 days from the end of the 730 day period, ceasing FEMA's financial liability.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	533,202.20	0.00	533,202.20
Federal Share (\$)	399,901.65	0.00	399,901.65

Capture Date: 01/29/2016 21:42

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4177-DR-FL

Number of Records: 1



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: June 23, 2016

Subject: Ordinance 05-16, Amending the Charter and Code Section 2-1 Relative to Qualifying Deadlines for Municipal Elections.

Attached is a “redlined” copy of draft Ordinance 05-16. This Ordinance deletes section 9(a) of the City’s Charter which has become unnecessary due to the Santa Rosa County Supervisor of Elections managing the local election process. In addition, Ordinance 05-16, amends Code Section 2-1 by establishing a qualifying period that will commence at the start of the business day on the first Monday in August each year and end at Noon on the Friday prior to Labor Day. We believe this definition of a qualifying period will reduce problems which arise from the existing language which calls for counting days.

Ordinance 05-16 was approved on First Reading on June 20th. Second Reading and Public Hearing are advertised for July 5, 2016.

RECOMMENDATION: THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON TUESDAY, JULY 5, 2016, AND APPROVE ORDINANCE 05-16 ON SECOND AND FINAL READING.

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 20TH DAY OF JUNE, 2016.

ADVERTISED ON THE 23RD 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



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

June 17, 2016

To: Edwin Eddy, City Manager
From:  Robert Randle, Chief of Police
Re: City wide Surveillance Cameras

For years the Police Department has utilized surveillance cameras which are positioned in several areas of the City. We have two cameras on top of the water tower behind the Fire Department. They are able to see the PD and FD as well as portions of the Bay Bridge, the Bob Sikes Bridge and other City locations. We have one camera on a light pole at the GB High School stadium that can see the school campuses as well as Hwy. 98 through the center of town. We have one camera at the south end of the three mile bridge near the City Statue. The statue at Way Side Park could be viewed as well as the Bay Bridge and portions of Hwy. 98. This camera is of no use now due to the large oak trees that now block the cameras view. This camera needs to be relocated to the opposite side of Hwy. 98. We have also had plans to place a camera at Shoreline Park South due to all of the activity there. There have been problems over the past year with cameras being struck by lightning and other issues which have rendered them inoperable.

We would like to do repairs and maintenance on this existing system, including purchasing some new cameras to replace the non-working ones and have one as a spare. These cameras also store video footage which has been used as evidence in the past. The monitors for these cameras are in the PD Dispatch center and they are monitored 24 hours per day by the Dispatchers. The cost to replace and repair the system would be \$22,500 and could be funded by the Red Light Camera Program.

RECOMMENDATION: That the City Council approve the repair and/or purchase of the surveillance camera equipment and their installation. Funding of this project is to come from the Red Light Camera program.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

Surveillance Camera System

Shoreline Park South:

Relocate Shoreline Park camera from pole with no power to new location. Power up camera and bring on line to GBPD system. City Public Works to be used to run electrical from Gazebo irrigation pump power to the camera which will be a short distance from the Gazebo.

Statue Camera Relocation:

Relocate the current statue camera to an area across Hwy. 98 where power is available by the sprinkler pump and lift station. City labor would be utilized to set the new pole and base along with the electrical power. Replacement of new surge protection package with static dispenser and ground rod will be necessary.

GBHS Stadium camera:

Provide high lift to access the camera and radio. Replace the surge device and Fluid Mesh Radio. Check all ground connections and cables.

Water Tower cameras:

Troubleshoot and repair (if possible) PTZ cameras on the water tower. GBPD as one spare PTZ camera in storage. Provide high lift to access the cameras. Supply and install a new surge protection package including POE surge protection, static dispensers, rubber matting and shielded cable from the cameras to the building patch panel. This effort is a new approach to prevent future damage from surges. The static dispensers will be located above each camera and be grounded to the upper grid.

Associated costs for project:

3 cameras -	\$9750.00
Lift rental -	\$1,600.00
Bucket Truck-	\$1,750.00
Labor-	\$5,040.00

Parts-	\$3720.47
Misc.	\$ 610.00

Total cost of project - \$22461.47

The vendor would be Cyber One Systems who have installed and maintained the existing system.



City of Gulf Breeze

TO : Mayor and City Council
FROM : *B. Eddy* Edwin A. Eddy, City Manager
DATE : June 22, 2016
RE : Increased Police Presence on Gulf Breeze Parkway

Traffic conditions in the early Spring and up to present warrant an increase in police presence on Gulf Breeze Parkway. As reported recently by Police Chief Randle, more patrols have been conducted by Police Officers on special overtime assignments and our VIPS personnel have also been increasingly visible. The result is more citations issued, less gridlock and a levelling off of accidents such that the number of accidents is about average.

In order to achieve these objectives, given extended absences due to injuries and the recent retirement of a senior Police Officer, Chief Randle has utilized special assignment funds made available to the department by the City Council as part of the City's contract with the Fraternal Order of Police. You may recall that \$20,000 was added to the Police Department budget from Red Light Camera funds to provide for special assignment details when determined necessary by the Chief. These funds have been nearly depleted in the extra patrol efforts described above.

Chief Randle has requested a further allocation of \$10,000 to sustain the recent increased patrol presence for the remainder of this Fiscal Year.

RECOMMENDATION

THAT THE CITY COUNCIL AUTHORIZE THE TRANSFER \$10,000 FROM THE RED LIGHT CAMERA FUND TO SUSTAIN THE INCREASED POLICE PATROL OF GULF BREEZE PARKWAY AND THE BAY BRIDGE TO THE END OF THE FISCAL YEAR.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

June 23, 2016

To: Edwin Eddy, City Manager
From: Robert Randle, Chief of Police
Re: Body Worn Cameras

We currently have video cameras in most of our marked units. The officers driving these units wear microphones so that audio and video is captured on traffic stops. These vehicle videos are extremely useful for evidentiary purposes as well as investigating civilian complaints against an officer.

In the last few years Body Worn Cameras have become the norm throughout the country. There was reluctance in Florida because Privacy Issues had not been worked out. Subsequently, legislation was passed addressing the privacy issues and now Law Enforcement Departments are readily adopting the Body Worn Cameras. The Body Worn Cameras are able to capture interactions anywhere the officers are, unlike In-car video that is only useful for interactions in front of the video cameras installed on the dash.

The Police Department would like to purchase Body Worn Cameras for all of the officers (a total of 23 cameras for full time and part time officers). The cost of the camera system is \$33,000, to be funded by the Red Light Camera Program.

In the past we have tried out the Motorola Viewu video and audio cameras. We have looked at and are waiting to try out cameras from Watch Guard. The Watch Guard cameras appear to be more rugged and integrate with our uniforms better and they produce an excellent quality video. The costs for 23 cameras, 32 GB of storage, USB charging/upload docking base and 1 year warranty, transfer stations, and server total \$30,445.

The vendor would be Watch Guard. Their quote is \$2,000 less than the quote from Motorola.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation



City of Gulf Breeze

Office of City Manager

MEMORANDUM

To: Mayor and City Council
From:  Edwin A. Eddy, City Manager
Date: June 23, 2016
Subject: Flash Mode – Traffic Signals

Two traffic signals in the City could be placed in flash mode during extended hours in the Summer months. The signal at the intersection of Daniel and Old Shoreline Drive, at the rear of Gulf Breeze High School, is set to default to flash mode at 10:00 p.m. and return to regular operation at 6:00 a.m. The flash mode operation could be extended to 6:00 p.m. to 6:00 a.m.

The signal at Gulf Breeze Middle School is presently operational 24 hours per day. There are a multitude of activities at both Gulf Breeze Elementary and Middle Schools this Summer. We believe placing this signal in flash mode from 5:00 p.m. to 6:00 a.m. would not present a problem. The signal should, if possible, also be set to flash mode 24 hours per day on weekends.

RECOMMENDATION: THAT THE CITY COUNCIL DIRECT STAFF TO PLACE THE SIGNAL AT THE REAR OF GULF BREEZE HIGH SCHOOL ON FLASH MODE FROM 6:00 P.M. TO 6:00 A.M. AND THE SIGNAL AT GULF BREEZE MIDDLE SCHOOL AND GULF BREEZE PARKWAY ON FLASH MODE FROM 5:00 P.M. TO 6:00 A.M. AND 24 HOURS PER DAY ON SATURDAY AND SUNDAY UNTIL THE WEEK BEFORE THE 2016-17 SCHOOL YEAR BEGINS.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Operations Consultant *V.P.*

DATE: June 20, 2016

RE: SSRUS Board Recommendations

The SSRUS Board met on June 13, 2016 and made the following recommendations:

Soundside / Oak Drive Sewer Improvement Project

The Utility has previously granted approval in August 2012 to participate in sewer improvement projects on Clay Circle/Bergren Rd., and the area of Soundside and Oak Drive. The Board decision was to not grant the developer's variance request to install septic tanks. In addition, staff was directed to develop a cost recovery for each project. This is normally referred to as aid in construction fee.

The Clay Circle Project moved forward in February 2014, while the Soundside Drive project did not develop at that time.

We recently received a request from the Mr. John Frew, developer of the Soundside Drive project, that he is interested in moving forward with his 24 unit residential development and desires for the Utility to construct the off- site infrastructure.

The estimated cost of the improvements is \$206,896 as indicated by Rebol-Battle & Assoc. and we estimate that the force main route could ultimately serve approx. 250 homes. Therefore the aid in construction fee would be calculated by dividing the cost \$206,896 by the number (250) potential homes. $\$206,896/250 = \828 aid in construction fee for each house connecting to the new sewer improvements.

It is anticipated that the Utility will utilize Rebol-Battle for engineering and the developers contractor for construction. All invoicing would be done separately.

Funding: This project is an unbudgeted expense and would be funded from Impact Fee reserves. Current balance of impact fee reserves is \$2,697,155.

Recommendation: SSRUS Board recommend that the City Council authorize the construction and expenditure of the estimated \$206,896 be paid from the Utility's tap fee reserves to construct approx. 7,200' of 4" forcemain on Soundside and Oak Drive, and implement an aid in construction fee of \$828 for each home that connects to the system.

West Course Front Nine (9) Irrigation Renovation Cost Evaluation

The repair of the West Course Front Nine irrigation system is of high importance since the property contains 65 acres and affords Utility staff the ability to direct water to where it is needed most. During wet weather, this system can reduce the dependency on the East Course for disposal.

After discussion with the SSRUS Board, the Request for Proposal was expanded to both Front and Back Nine areas of the West Golf Course. The proposals need to contain provisions for above ground irrigation heads, and a system with below ground irrigation heads

There are basically 3 options:

Above ground irrigation heads: (similar to spray field): This type of system operates at a lower pressure and subject to freezing and higher maintenance. There are also issues with maintaining clearance while mowing and potential vandalism.

Hydraulic Head Replacement: Older technology, more prone to malfunction, leaks, and higher maintenance.

Electric Head Replacement: This type of system is more reliable, and will afford better remote control and distribution of the reclaimed water.

In order to better quantify the costs to repair the West Course Irrigation System, staff met with Jerry Pate Turf and Irrigation to develop a strategy to improve effluent distribution and provide for a more reliable irrigation of the turf grass.

Mike Payne from Toro has provided a budgetary estimate for the parts for replacing the heads and controllers on the front 9 holes of the West Course with all electric heads. Erick Merck from ProRain provided a budgetary quote for installation of the heads, wire and controllers.

The estimates are as follows:

- 500 Toro electric heads, 2500 ft of controller wire, 2500 ft of signal wire: \$120,409.38
- 6 Satellite controllers: \$26,409.38
- ProRain labor: \$67,300

Estimated project cost: \$209,147.48

Funding: Staff recommends that this project be included in the F/Y2017 Budget, with the improvements being installed in the first quarter of F/Y2017.

Recommendation: SSRUS Board recommend that the City Council authorize staff to prepare a Request for Proposal for the West Golf Course Front and Back Nine, for a system with above ground irrigation heads and a system with below ground irrigation heads.

Centrifuge 12,000 Hour Service

The WWTP utilizes an Andritz centrifuge to dewater the excess bio-solids (sludge) from the WWTP process. The dewatered bio-solids are then transported to sod farms located in Alabama.

The Andritz centrifuge is due for the 12,000 hour preventative maintenance overhaul. Andritz quoted \$26,601 for the overhaul, which includes parts, labor and travel. The inlet nozzles may not need to be replaced which could reduce the cost by as much as \$6,000. We won't know if they need to be replaced until the machine is disassembled.

The Centrifuge is a highly specialized piece of equipment and staff recommends that the manufacturer of the unit be selected for the rebuild services.

Recommendation: SSRUS Board recommend that the City Council authorize Andritz to perform the 12,000 hour overhaul at a cost of \$26,601.

Award of Bid for Construction of 300,000 gallon Elevated Reclaim Tank

The City entered into a grant agreement with the Northwest Florida Water Management District (NFWMD) on June 27, 2014 for the construction of a Elevated Reclaimed Water Storage Tank. The grant provides funding of \$345,500 or 50% match whichever is less for the construction of an elevated reclaim tank.

The construction of an elevated reclaimed tank has been planned and needed for many years in order to address low pressure issues for the reclaimed water customers located on the eastern end of the system.

The City opened bids on May 26, 2016 and received the following:

Phoenix Fabricators and Erectors Inc. (Sebree, Kentucky)	\$1,128,906
Caldwell Tanks Inc. (Louisville, Kentucky)	\$1,142,500

The City's consulting engineers for the project, Hatch Mott Macdonald have reviewed the bid submittal for both contractors and recommend Phoenix Fabricators and Erectors as the apparent low bidder for the base bid of \$1,128,906.

The Utility will be responsible for \$783,406 of the construction costs which are in excess of the grant amount of \$345,500.

Funding: The SSRUS Board and Staff have previously discussed that the expenditure of sewer tap fees would be appropriate since the elevated tank adds reclaim storage capacity and allows for future expansion of the reclaim system. The Utility currently has \$2,697,155 of tap fee reserves available for this project

Recommendation: SSRUS Board recommend that the City Council award the Elevated Reclaim Tank Bid to Phoenix Fabricators and Erectors Inc. for \$1,128,906 with the NFWMD Grant funding \$345,500 and the balance of \$783,406 be paid from the Utility's tap fee reserves.

Purchase of one (1) Ford Super Duty F-250 Truck

The F/Y 2016 SSRUS (Fund 403) provides funding of \$44,000 for purchase of one (1) 250 HD Series Truck with service body.

Staff solicited quotes with specifications from both Ford and Chevrolet as they both offer various models with CNG capability.

The 250 Series Truck, CNG with the service body revealed the following pricing

Hub City Ford: \$52,578 (\$44,588 after rebate)
Alan Jay Fleet Sales: \$51,647 (45,372 after rebate) *

-
- Please note that this model is offered in a Bi-fuel CNG only, but it is less desirable as the CNG tank is mounted in the service body tool boxes.

Based on the information listed above, staff recommends that the 250 truck with service body be purchased from Hub City for \$52,578.

Recommendation: SSRUS Board recommend that the City Council authorize the purchase of One (1) Ford Super Duty F-250 CNG Truck for \$52,578 (\$44,588 after rebate) from Hub City Ford.



City of Gulf Breeze

OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: June 23, 2016

Subject: Payment of Invoices - 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 May 2016:

Invoice No. 96052 \$ 367.19 – Regulatory taking by SRC of City-owned Tiger Point (*expense to SSRUS*)

Invoice No. 96053 \$5,510.39 – Catawba Street Eminent Domain

Invoice No. 96051 \$ 370.57 – City's title of submerged portions of Wayside Park (CRA)

Invoice No. 96054 \$1,875.00 – Florida Department of Transportation Bridge Expansion (CRA)

A copy of each invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICES 96052 AND 96053 FOR A TOTAL AMOUNT OF \$ 5,877.58 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A. AND

THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE CRA ON JULY 5, 2016, AND AUTHORIZE THE PAYMENT OF INVOICES 96051 AND 96054 IN THE AMOUNT OF \$2,245.57 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A.

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

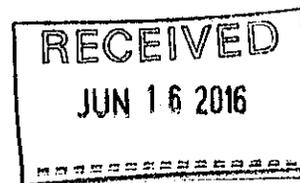
100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422



May 31, 2016

Invoice # 96052

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

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>
5/1/2016 DS	Revise letter to County Commissioners.	0.25 250.00/hr	62.50
5/2/2016 DS	Draft, review and revise letter to County Commissioners.	0.10 250.00/hr	25.00
5/9/2016 DS	Review e-mail from B. Eddy regarding Tiger Point CU conditions.	0.10 250.00/hr	25.00
5/10/2016 DS	Review e-mails from client; review latest version of letter to County Commissioners; review additional e-mails; conference with M. Stebbins regarding same.	0.50 250.00/hr	125.00
5/12/2016 DS	Review and finalize letter to County Commissioners regarding Tiger Point CU conditions.	0.50 250.00/hr	125.00
For professional services rendered		<u>1.45</u>	<u>\$362.50</u>
Additional Charges :			
5/13/2016 Postagen			4.69
Total costs			<u>\$4.69</u>

	<u>Amount</u>
Total amount of this bill	\$367.19
Previous balance	\$16,439.19
5/26/2016 Payment - 24137 City of Gulf Breeze Thank you	(\$9,240.23)
5/26/2016 Payment - 24137 City of Gulf Breeze overpayment on MC payment Thank you	(\$0.10)
Total payments and adjustments	(\$9,240.33)
Balance due	<u>\$7,566.05</u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	1.45	250.00	\$362.50

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.

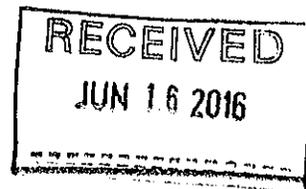
100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422



May 31, 2016

Invoice # 96054

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

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

CRIA

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
5/6/2016 DS	Prepare for meeting with appraiser and engineer; meet with appraiser and engineer to review taking, bridge construction and identify impacts.	2.00 250.00/hr	500.00
5/13/2016 DS	Review e-mails regarding Florida Department of Transportation's Wayside Park offer; respond to same; review further responses.	0.25 250.00/hr	62.50
5/17/2016 DS	Review Florida Department of Transportation's offer documents and e-mails from client regarding Wheatley parcel; review right-of-way map and additional e-mail from client.	0.50 250.00/hr	125.00
5/23/2016 DS	Review Florida Department of Transportation agreement; review M. Stebbins comments on same; conference call with engineer and appraiser regarding need to expedite preliminary review; forward engineer and appraiser numerous documents received from Florida Department of Transportation including Wheatley appraisal; review said documents; e-mail Florida Department of Transportation regarding clarification of right-of-way maps; conference with M. Stebbins.	2.25 250.00/hr	562.50

		<u>Hrs/Rate</u>	<u>Amount</u>
5/24/2016 DS	Conference with R. Parham regarding preliminary valuation opinions; review e-mails form client; conference with M. Dannheiser regarding preliminary valuation; review spreadsheet of compensation.	1.00 250.00/hr	250.00
5/25/2016 DS	Conference from state with M. Dannheiser and B. Eddy regarding preliminary valuation issues; review deed from state; review special act authorizing conveyance from the state to city; e-mail client regarding same; exchange e-mails regarding same.	1.50 250.00/hr	375.00
	For professional services rendered	<u>7.50</u>	<u>\$1,875.00</u>
	Previous balance		\$1,725.00
5/26/2016	Payment - 24139 City of Gulf Breeze Thank you		(\$837.50)
	Total payments and adjustments		<u>(\$837.50)</u>
	Balance due		<u><u>\$2,762.50</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	7.50	250.00	\$1,875.00

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.

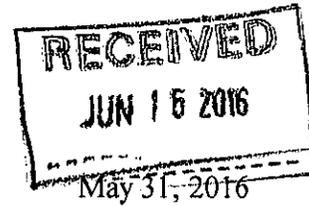
100 NORTH TAMPA STREET

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

Invoice # 96053

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

PROFESSIONAL SERVICES RENDERED

		<u>Hrs/Rate</u>	<u>Amount</u>
5/2/2016 DS	Review final appraisal report; transmit to client.	0.50 250.00/hr	125.00
DS	Review email from Mike Stebbins regarding City Council approval of initial offer.	0.10 250.00/hr	25.00
5/4/2016 RCM	Analyze Florida and federal case law and secondary sources regarding whether an inverse condemnation claim is barred due to challenging of administrative permit denials; analyze Florida and federal case law and secondary sources regarding the acceptance or challenging of propriety and bringing an inverse condemnation claim in separate lawsuits.	1.80 250.00/hr	450.00
RCM	Analyze Florida and federal case law and secondary sources regarding whether inconsistent claims can be brought in separate, simultaneous lawsuits, specifically while one lawsuit is on appeal after losing in first proceeding.	2.60 250.00/hr	650.00
RCM	Analyze Florida and federal case law and secondary sources regarding whether judicial estoppel or the "claims splitting doctrine" apply to bar client's	2.60 250.00/hr	650.00

		<u>Hrs/Rate</u>	<u>Amount</u>
	inconsistent subsequent cause of action while prior cause of action is on appeal.		
5/4/2016 RCM	Draft memorandum to David Smolker regarding whether a party can bring simultaneous lawsuits on inconsistent legal theories and specifically whether judicial estoppel or the "claims splitting doctrine" apply to bar the inverse condemnation claim.	1.90 250.00/hr	475.00
5/6/2016 DS	Review requirement for initial offer package under chapter 73, Florida Statutes; review sample letter package.	1.00 250.00/hr	250.00
DS	Conference with M. Stebbins regarding initial offer.	0.25 250.00/hr	62.50
5/9/2016 DS	Conference with J. Hinds regarding initial letter offer process and sample letter package.	0.25 250.00/hr	62.50
5/13/2016 DS	Draft initial offer package; conference with M. Dannheisser regarding adding incentive amount to offer.	1.00 250.00/hr	250.00
5/16/2016 DS	Draft, review and revise initial offer letter, statutory rights letter and initial contact letter; review legal descriptions; review easement terms; prepare legal description and easement exhibits; review resolution of necessity; prepare survey exhibit; e-mail client regarding proposed incentive offer; e-mail client with draft initial package offer.	3.00 250.00/hr	750.00
5/17/2016 DS	Review, revised and finalize initial offer package.	0.75 250.00/hr	187.50
DS	Conference with C. Mathews regarding research on possible effect of simultaneously pursuing eminent domain proceedings and appeal of adverse prescriptive easement ruling; review memorandum regarding same.	0.25 250.00/hr	62.50

		<u>Hrs/Rate</u>	<u>Amount</u>
5/18/2016 DS	Finalize initial offer package.	0.25 250.00/hr	62.50
5/23/2016 RCM	Analyze Florida law and secondary sources regarding arguing inconsistent positions and the doctrine of election of remedies to incorporate analysis into determining hearing strategy and arguments.	0.90 250.00/hr	225.00
5/31/2016 RCM	Analyze Florida and federal case law and secondary sources regarding whether eminent domain and prescriptive easement claims may be pursued in separate lawsuits and if pursuit of both risks dismissal of the other case; conference with David Smolker regarding same and whether consolidation of both suits and subsequent election of remedies is the appropriate course of action.	1.00 250.00/hr	250.00
RCM	Analyze Florida and federal case law and secondary sources regarding whether pursuit of eminent domain or inverse condemnation and prescriptive easement or adverse possession claims in separate lawsuits are inconsistent positions which warrant dismissal; analyze Florida and federal case law and secondary sources regarding whether a third party is judicially estopped from asserting eminent domain and prescriptive easement claims in separate lawsuits.	2.10 250.00/hr	525.00
For professional services rendered		<u>20.25</u>	<u>\$5,062.50</u>
Additional Charges :			
5/6/2016	Online research - For the Month of May 2016		35.11
5/9/2016	Online research - For the Month of May 2016		19.85
5/18/2016	Postage		2.01
	Postage		20.01

Amount

5/31/2016 Online research - For the Month of April 2016 - (4.27.16)	157.71
Online research - For the Month of April 2016 - (4.29.16)	213.20
Total costs	<u>\$447.89</u>
Total amount of this bill	\$5,510.39
Previous balance	\$1,263.51
5/26/2016 Payment - 24138 City of Gulf Breeze Thank you	<u>(\$363.51)</u>
Total payments and adjustments	(\$363.51)
Balance due	<u><u>\$6,410.39</u></u>

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Clay Mathews	12.90	250.00	\$3,225.00
David Smolker - Attorney	7.35	250.00	\$1,837.50

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

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

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

May 31, 2016

Invoice # 96051

In Reference To: # 24136 - Review of history of City's title to submerged
portions of Wayside Park

PROFESSIONAL SERVICES RENDERED

	<u>Hrs/Rate</u>	<u>Amount</u>
5/31/2016 DS Conference with M. Dannheiser regarding status, strategy and follow through.	0.50 250.00/hr	125.00
For professional services rendered	0.50	\$125.00
Additional Charges :		
5/4/2016 Online research - For the Month of May 2016		245.17
5/25/2016 Charge for 2 copies of document at the Hillsborough County Library		0.40
Total costs		<u>\$245.57</u>
Total amount of this bill		<u>\$370.57</u>
Previous balance		<u>\$625.00</u>
3/15/2016 Payment - 24136 Gulf Breeze. Check No. 0000151104		<u>(\$625.00)</u>
Total payments and adjustments		<u>(\$625.00)</u>

City of Gulf Breeze

Invoice # 96051

Page 2

Balance due

Amount

\$370.57

User Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
David Smolker - Attorney	0.50	250.00	\$125.00

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: June 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. 331984 in the amount of \$4,133.97 for professional services through May 31, 2016 from GJTBS. A copy of the invoice is attached for your review.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 331984 IN THE AMOUNT OF \$4,133.97 TO GJTBS.



**GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH**

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

Benjamin J. Zimmern

Director

Licensed in Florida and Alabama

bjimmern@gallowayjohnson.com

118 E. Garden St
Pensacola, FL 32502

Tel: 850.436.7000

Fax: 850.436.7099

www.gjtbs.com

June 23, 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 May 31, 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,

Benjamin J. Zimmern

BJZ/dsj

Enclosure (GJTBS #331984)



GALLOWAY
JOHNSON
TOMPKINS
BURR AND
SMITH

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

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

June 15, 2016
Client: FL8352
Matter: 000003
Invoice #: 331984
Resp. Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through May 31, 2016

TOTAL SERVICES	\$3,690.00
TOTAL DISBURSEMENTS	\$443.97
TOTAL CHARGES FOR THIS BILL	<u>\$4,133.97</u>
NET BALANCE FORWARD	\$4,887.00
TOTAL NOW DUE	\$9,020.97

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.



GALLOWAY
JOHNSON
TOMPKINS
BERR AND
SMITH

701 Poydras Street, 40th Floor
New Orleans, LA 70139
Telephone: (504) 525-6802
Fax: (504) 525-2456
<http://www.gjtbs.com>

Federal Tax I.D. No.: 72-1089568

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

June 15, 2016

Client: FL8352
Matter: 000003
Invoice #: 331984
Resp Atty: BJZ
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through May 31, 2016

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
05/02/2016	BJZ	Prepare audit response to Saltmarsh.	0.40	\$250.00	\$100.00
05/02/2016	BJZ	Continued preparation of motion for reconsideration regarding standard for prescriptive easement and factual support for ejectment claim.	0.90	\$250.00	\$225.00
05/06/2016	BJZ	Continued preparation of draft motion for reconsideration.	0.70	\$250.00	\$175.00
05/06/2016	BJZ	Prepare correspondence to city attorney regarding draft motion for reconsideration.	0.20	\$250.00	\$50.00
05/11/2016	BJZ	Receipt and review Plaintiff's motion for attorney fees.	0.80	\$250.00	\$200.00
05/11/2016	BJZ	Evaluate arguments raised by Plaintiffs regarding lack of legal support.	0.60	\$250.00	\$150.00
05/11/2016	BJZ	Begin preparation of response to Plaintiffs' motion for attorney fees.	0.70	\$250.00	\$175.00
05/12/2016	BJZ	Additional preparation of motion for reconsideration.	0.60	\$250.00	\$150.00
05/13/2016	BJZ	Receipt and review correspondence from mayor regarding 57.105 based on Plaintiffs un support claimed for attorney fees.	0.10	\$250.00	\$25.00
05/13/2016	BJZ	Continued preparation of motion for reconsideration regarding standard for prescriptive easement, significant encroachment by Plaintiffs, and historical use of property.	0.70	\$250.00	\$175.00
05/13/2016	BJZ	Analyze prior rulings from court regarding issues of material fact on City's claim as rebuttal to plaintiffs claims for fees.	1.30	\$250.00	\$325.00

SERVICES

Date	Person	Description of Services	Hours	Rate	Amount
05/13/2016	BJZ	Evaluate potential 57.105 motion.	0.80	\$250.00	\$200.00
05/13/2016	CKR	Evaluate Plaintiff's Motion for Fees against City in order to prepare Response.	0.30	\$195.00	\$58.50
05/13/2016	CKR	Prepare response to Plaintiff's Motions for Fees with focus on procedural background of case and status of appeal.	0.70	\$195.00	\$136.50
05/13/2016	CKR	Analyze case law on Court's inherent power to sanction through award of attorneys' fees and conditions under which sanctions are awardable in order to prepare Response to Plaintiff's Motion for Fees.	0.60	\$195.00	\$117.00
05/17/2016	BJZ	Telephone conference from city attorney regarding upcoming meeting on motion for attorney fees.	0.30	\$250.00	\$75.00
05/17/2016	BJZ	Receipt and review correspondence from city attorney regarding revised motion for reconsideration.	0.30	\$250.00	\$75.00
05/17/2016	CKR	Continue analysis of Rule 5.125 and related cases regarding timing of motion for costs and fees pending interlocutory appeal in order to determine whether Motion for Fees is timely.	1.30	\$195.00	\$253.50
05/17/2016	CKR	Continue evaluation of cases in which court has approved party's request for fees as sanctions for engaging in bad faith conduct during litigation.	1.40	\$195.00	\$273.00
05/18/2016	BJZ	Meeting with city attorney and mayor regarding responding to Plaintiffs' motion for attorney fees and motion for reconsideration.	0.90	\$250.00	\$225.00
05/18/2016	CKR	Continue analysis of case law addressing court's inherent power to sanction as part of preparing response to Plaintiffs' Motion to Tax Fees and Costs and to determine fact patterns under which sanctions have been upheld and reversed on appeal.	1.30	\$195.00	\$253.50
05/18/2016	CKR	Evaluate whether trial court has jurisdiction to find party in civil contempt based upon allegation that party violated court order entered in separate appellate case years prior to lawsuit in which contempt sanctions are sought.	1.40	\$195.00	\$273.00
Total Professional Services			16.30		\$3,690.00

PERSON RECAP

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	9.30	\$250.00	\$2,325.00

June 15, 2016
Client: FL8352
Matter: 000003
Invoice #: 331984
Resp Atty: BJZ
Page: 3

PERSON RECAP

Person	Hours	Rate	Amount
CKR Chris K. Ritchie	7.00	\$195.00	\$1,365.00

DISBURSEMENTS

Date	Description of Disbursements	Amount
05/11/2016	Merrill Parker Shaw Inc- Subpoena Fees- JMG FL 8352/3 Invoice#21912 Subpoena to appear at trial re: Catawaba beach access 02/11/16 NML	\$350.00
05/31/2016	Legal Research Westlaw	\$93.97
	Total Disbursements	\$443.97

TOTAL SERVICES	\$3,690.00
TOTAL DISBURSEMENTS	\$443.97
TOTAL CHARGES FOR THIS BILL	\$4,133.97
NET BALANCE FORWARD	\$4,887.00

TOTAL NOW DUE \$9,020.97

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.

INVOICE

MERRILL PARKER SHAW, INC.
Professional Surveying Services

DATE
2/11/2016

JOB NO.
12-5180-S

INVOICE NO.
21912

4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
PH# (850) 478-4923
FAX# (850) 478-4924

TRANSMITTAL / INVOICE TO:

JAMIE THURMAN
GALLOWAY, JOHNSON, TOMPKINS, BURR, &
SMITH
118 E. GARDEN STREET
PENSACOLA, FLORIDA 32502

REFERENCED PROPERTY:

RE: SUBPOENA TO APPEAR AT TRIAL
REGARDING
CATAWBA PUBLIC BEACH ACCESS
SANTA ROSA COUNTY
CASE NO.: 2013-CA-000838

<u>PROFESSIONAL SERVICES RENDERED</u>	<u>COPIES</u>	<u>AMOUNT</u>
COURT TESTIMONY		350.00

TOTAL AMOUNT DUE THIS INVOICE

\$350.00

PLEASE REMIT PAYMENT TO ABOVE ADDRESS
WE APPRECIATE YOUR BUSINESS

A PERIODIC RATE OF 1.5% PER MONTH WILL BE ADDED TO BALANCES OVER 30 DAYS. THIS IS AN ANNUAL PERCENTAGE RATE OF 18%. ALL ACCOUNTS OVER 60 DAYS WILL BE TURNED OVER TO OUR COMPANY ATTORNEY FOR COLLECTION AND/OR LIENS AT THE CLIENT'S EXPENSE.



City of Gulf Breeze

TO : Mayor and City Council

FROM :  Edwin A. Eddy, City Manager

DATE : June 23, 2016

RE : Agreement with Florida Department of Transportation for Transfer of
Right-of- Way and Temporary Construction Easement – Replacement of
Pensacola Bay Bridge

At the June 20th City Council meeting the matter listed above was tabled. We have placed it on your agenda for your consideration at the June 29th Executive Session.

Attached is an agreement and temporary easement developed by City Attorney Mike Stebbins and Florida Department of Transportation representatives.

**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. The Department has requested that the City 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 \$2,200,000.00.
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. 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 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. The obligation of the City to convey the deed and the temporary easement shall be specifically enforceable.

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. 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.

11. 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.

12. 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.

~~1312~~. 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.

~~1413~~. This Agreement may not be changed or amended without a written agreement signed by the Parties.

1514. On or before the completion of the Project and before the expiration of the temporary construction easement, referenced in Section 8 herein, the Department shall return the condition of the property, which is the subject of temporary construction easement referenced in Section 8 herein, to the same or better condition than existed at

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

the time of the execution of the temporary construction easement referenced in Section 8 herein.

~~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.~~

1615. 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.

1716. 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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

ATTEST:

BY: _____

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

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

EXECUTIVE SECRETARY (SEAL)

Date: _____

Legal Review:

OFFICE OF GENERAL COUNSEL