

**GULF BREEZE CITY COUNCIL  
EXECUTIVE MEETING AGENDA**

**WEDNESDAY, SEPTEMBER 28, 2016  
EXECUTIVE MEETING, 6:30 P.M.  
COUNCIL CHAMBERS**

1. ROLL CALL
2. PROCLAMATIONS AND PRESENTATIONS
3. ACTION AGENDA ITEMS
  - A. Approval of Ordinance No. 07-16 amending Code of Ordinances Section 3-2 regarding the hours of sale of alcoholic beverages
  - B. Adoption of Resolution 26-16 approving a Plan of Finance for Covanta Holding Corporation and authorizing issuance of not to exceed \$30,000,000 in Capital Trust Agency Bonds and authorizing the Mayor to execute Amendment No. 71 to Interlocal Agreement
  - C. Approval of Special Events application for Gulf Breeze Area Chamber of Commerce for the Gulf Breeze Business and Family Expo
  - D. Approval of Special Events application for Gulf Breeze Methodist Church for a Church Block Party
  - E. Authorizing the Fire Department to procure five portable radios and one mobile radio from Motorola for \$32,910.29
  - F. Adoption of Resolution 28-16 authorizing the Mayor to enter into and sign a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation
  - G. Authorization for Mayor to sign an Authorization with FS Advisors allowing it to make certain investments of surplus funds
  - H. Approval of Interlocal Agreement with Community Redevelopment Agency
  - I. Approval for the City Council to meet as the Board of Directors of the Community Redevelopment Agency on October 3, 2016, and authorize payment of invoice 226790 in the amount of \$2,520.00 to VHB
  - J. Approval for the City Council to meet as the Board of Directors of Gulf Breeze Financial Services on October 3, 2016, and authorize the payment of invoice 63129 in the amount of \$11,678.03 to Bryant Miller Olive, P.A.

- K. Authorization to pay invoice 337471 in the amount of \$19,863.88 to the Galloway/Johnson Law Firm
  - L. Authorization to pay invoices 96486 and 96487 in the amount of \$25,532.68 to Smolker, Bartlett, Loeb, Hinds and Sheppard P.A.
  - M. Approval for the City Council to meet as the Board of Directors of Gulf Breeze Financial Services on October 3, 2016, and authorize the payment of invoice 9372084 in the amount of \$50,445.16 to Jenner & Block, LLP
- 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

OFFICE OF THE CITY MANAGER

**To :** Mayor and City Council

**From :**  Edwin A. Eddy, City Manager

**Date :** September 23, 2016

**Subject:** Ordinance 07-16, Amending Section 3-2 of the Municipal Code Relative to Hours for Sale Alcoholic Beverages

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As directed, staff made changes to the above described Ordinance. The hours for on-premises consumption of alcoholic beverages have been revised back to the current language in the Code rather than a change included in an earlier draft to go to 7:00 a.m. For off-premises consumption, language has been added which requires sales for off-premises consumption of beer and wine to cease from 2:00 a.m. until 6:00 a.m. every day. We added language to keep liquor sales for off-premises consumption as is.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON OCTOBER 3, 2016, AND THAT ORDINANCE 07-16 BE APPROVED ON SECOND AND FINAL READING.**

**ORDINANCE NO. 07-16**

**AN ORDINANCE OF THE CITY OF GULF BREEZE, FLORIDA, PERTAINING TO THE HOURS OF SALE OF ALCOHOLIC BEVERAGES; AMENDING SECTION 3-2 OF THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Gulf Breeze has adopted certain rules and regulation relative to the sale, serving and consumption of alcoholic beverages; and,

**WHEREAS**, these rules and regulations provide certain hours of the day during which the sale of alcoholic beverages shall be allowed; and,

**WHEREAS**, the City Council now desires to amend these rules to expand the hours of sales to more closely match the hours of sale, serving and consumption of alcoholic beverages in the unincorporated parts of South Santa Rosa County.

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

**SECTION 1** - Section 3-2 is hereby amended to read as follows:

Sec. 3-2. - Hours of sale.

- (a) *On Premises Consumption*: Except as otherwise provided in this section, no alcoholic beverages may be sold, consumed, served, or permitted to be sold, consumed, or served by any vendor or at any business or establishment in the city between the hours of 12:00 a.m. and ~~8:00 7:00~~ a.m. on Monday through Friday and 1:00 a.m. and ~~8:00 7:00~~ a.m. on Saturday and Sunday.
- (b) *Off Premises Consumption*: Notwithstanding the preceding Section 3-2.(a), a vendor, business, or establishment holding an appropriate license under state law and having received a certificate of compliance from the city for off-premises consumption may sell beer and wine, but not liquor, for off-premises consumption except between the hours of 2:00 a.m. and ~~6:00 a.m. 5:00 a.m.~~ Liquor sales at liquor stores for off-premises consumption will be between the hours of 8:00 a.m. and 10:00 p.m. every day except Sunday. Liquor sales can begin at noon on Sunday.

**SECTION 2 - SEVERABILITY**

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

**ORDINANCE 07-16**

**Page 2 of 2**

**SECTION 3 - CONFLICT**

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

**SECTION 4 - EFFECTIVE DATE**

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

PASSED ON THE FIRST READING ON THE 1<sup>ST</sup> DAY OF AUGUST, 2016.

ADVERTISED ON THE 15<sup>TH</sup> DAY OF SEPTEMBER, 2016.

PASSED ON THE SECOND READING ON THE \_\_\_\_\_ DAY OF OCTOBER, 2016.

City of Gulf Breeze

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTESTED TO BY:

\_\_\_\_\_  
Leslie Guyer, City Clerk or  
Stephanie D. Lucas, City Clerk

**Sec. 3-1. Definitions.**

When used in this chapter, the following words shall have the meaning ascribed to them in this section unless a different meaning clearly appears in the context:

*Alcoholic beverage* shall mean all distilled spirits and all beverages containing one-half of one percent or more alcohol by volume, and shall include the substances defined in this section as beer, liquor, and wine.

*Bar or lounge* shall mean a business or establishment that sells, serves, or allows consumption of liquor for on-premises consumption and which does not have a restaurant license authorized under F.S. (2009) § 561-20(2)(a)4.

*Beer* shall mean, extend to, and include all brewed beverages containing malt.

*Liquor* shall be taken to include the words "distilled spirits," "spirituous liquors," "spirituous beverages," or "distilled spirituous liquors" and shall extend to and include all spirituous beverages created by distillation and by mixture of distilled beverages, including ethyl alcohol and ethanol, including all dilutions and mixtures thereof from whatever source or by whatever process produced; provided, however, that for purposes of this chapter the term "liquor" shall not include the substances defined in this section as beer or wine.

*Wine* shall mean, extend to, and include all beverages made from fresh fruits, berries, or grapes, either by natural fermentation or by natural fermentation with brandy added, in the manner required by the laws and regulations of the United States, and includes all sparkling wines, champagnes, combination of the aforesaid beverages, vermouth, and like products. Sugar, flavors, and coloring materials may be added to wine to make it conform to the consumer's taste, except that the ultimate flavor or color of the product may not be altered to imitate a beverage other than wine or to change the character of the wine.

(Ord. No. 06-05, § 2, 10-17-05; Ord. No. 17-09, § 1, 10-19-09)

**Sec. 3-2. Hours of sale.**

(a) Except as otherwise provided in this section, no alcoholic beverages may be sold, consumed, served, or permitted to be sold, consumed, or served by any vendor or at any business or establishment in the city between the hours of 12:00 a.m. (midnight) and 8:00 a.m. on the following day on Sunday through Thursday and 1:00 a.m. and 8:00 a.m. on Saturday and Sunday; provided, however, restaurants are also allowed to sell alcoholic beverages in the city each night of the week until 12:00 a.m. (midnight). Notwithstanding the preceding sentence, except as otherwise provided in this section a vendor, business, or establishment holding an appropriate license under state law and having received a certificate of compliance from the city for the sale of beer and wine for off-premises consumption may sell beer and wine, but not liquor, for off-premises consumption between the hours of 10:00 p.m. and 8:00 a.m. the following day.

(b) No alcoholic beverages may be sold, consumed, served, or permitted to be sold, consumed or served at any business or establishment in the city between the hours of 12:00 midnight on Saturday night of each week until 12:00 noon the following Sunday morning.

(Ord. No. 06-05, § 2, 10-17-05; Ord. No. 06-09, § 1, 4-6-09; Ord. No. 16-09, § 1, 9-2-09)

**State law reference**—Authority to regulate hours of sale of alcoholic beverages, F.S. § 562.14, 562.45(2).

**Sec. 3-3. Certificate of compliance.**

(a) It shall be unlawful for any business or establishment to sell or serve any alcoholic beverage for either on-premises consumption or off-premises consumption in the city without first obtaining from the city a certificate of compliance indicating that the location of such vendor, business, or establishment complies with the requirements of this section.

(b) A business or establishment desiring to sell or serve any alcoholic beverages in the city shall file a petition with the city containing such information as needed to demonstrate that the location of said vendor's premises complies with the requirements of this chapter. The city manager, or his designee, shall consider each petition for a



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

**To :** Mayor and City Council

**From :** Edwin A. Eddy, City Manager

**Date :** September 22, 2016

**Subject:** Resolution 26-16, Approving a Plan of Finance for Covanta Holding Corporation and the Issuance of up to \$30,000,000 in Capital Trust Agency Bonds

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The Capital Trust Agency Board adopted a Resolution approving a preliminary financing plan for Covanta Holding Corporation to refinance certain obligations which financed improvements to a mass-burn resource recovery facility located in Preston Connecticut. Initially, Covanta sought to refinance \$43,500,000 in bonds which were made of two non-CTA series of bonds (\$30,000,000 in the "1992 Bonds" and \$13,500,000 in "ARC Bonds"). Covanta has determined that it will only refinance the 1992 Bonds.

As mentioned above, the CTA Bonds will be used to refinance bonds previously used to finance certain improvements to a mass-burn resource facility located at 132 Military Highway, Preston, Connecticut. The project will stand on its own and require no financial obligation on the part of CTA or the City.

Resolution No. 26-16, if adopted, approves the plan of finance and the latest amendment to the Interlocal Agreement between the City and the Town of Century. These actions are necessary prior to consideration of the final Resolution by the CTA Board.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL ADOPT RESOLUTION 26-16 APPROVING A PLAN OF FINANCE FOR COVANTA HOLDING CORPORATION AND AUTHORIZING ISSUANCE OF NOT TO EXCEED \$30,000,000 IN CTA BONDS.**

RESOLUTION NO. 26-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE REFINANCING OF CERTAIN OUTSTANDING OBLIGATIONS HEREIN DESCRIBED, WHICH OBLIGATIONS FINANCED A PORTION OF THE COSTS OF A CERTAIN PROJECT DESCRIBED HEREIN; APPROVING THE ISSUANCE NOT EXCEEDING \$30,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSES OF FINANCING A LOAN PROGRAM TO ASSIST IN REFINANCING SUCH PROJECT; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida (the "State"), has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida (the "Town"), dated as of August 2, 1999, as amended by Amendment No. 1 through No. 70 (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and public agency of the State, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes; Chapter 166, Part II, Florida Statutes, Ordinance No. 5-97, as amended, of the City, Ordinance No. 2-00, as amended, of the Town, Chapter 617, Florida Statutes, and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing and refinancing, including through reimbursement, certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

**WHEREAS**, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on February 16, 2016, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the issuance from time to time in an aggregate principal amount not exceeding \$43,500,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the refinancing herein authorized) (collectively, the "Bonds") by the Agency for a loan program for the purposes, among other things, of refinancing obligations more fully described on Schedule I attached hereto (the "Prior Bonds"), which Prior Bonds financed certain improvements to a mass-burn resource recovery facility located at 132 Military Highway, Preston, Connecticut 06365 (the "Project"); and

**WHEREAS**, as of the date hereof, the Borrower has determined to refund only the 1992 Bonds from the proceeds of the Bonds and not the ARC Bonds (each as defined and described in Schedule I hereto) from the proceeds of the Bonds; and

**WHEREAS**, the City has been advised that the Agency desires (i) to issue the Bonds in an aggregate principal amount of not exceeding \$30,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the refinancing herein authorized), (ii) to refinance the Project on behalf of Covanta Holding Corporation, whose principal place of business is 445 South Street, Morristown, New Jersey 07960 (the "Borrower") and (iii) to fund a program herein described (the "Plan of Finance"); and

**WHEREAS**, based upon the representations of the Borrower and the financing documents for the Prior Bonds, the Project is appropriate to the needs and circumstances of the community in which it is located and serves a public purpose by (i) preserving and providing gainful employment and making a significant contribution to the economic growth of the local community, (ii) promoting commerce within the State of Connecticut, (iii) serving a public purpose by providing a solid waste facility and advancing the economic prosperity and the general welfare of the State of Connecticut and its people; and

**WHEREAS**, in order to advance and further the public purposes set forth in the Act, it is necessary and in the public interest to facilitate the refinancing of the Prior Bonds and to facilitate and encourage the refinancing of the Project without regard to the boundaries between counties, municipalities, special districts, and other local governmental bodies or agencies in order to more effectively and efficiently serve the interests of the greatest number of people in the widest area practicable; and

**WHEREAS**, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance, to express its approval of the action taken by the Agency and its officials pursuant to the Agency Resolution, and to grant all other approvals required by the Enabling Agreement, as amended and the Original Resolution in connection with the issuance and sale of the Bonds;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA:**

**SECTION 1. BONDS AND PLAN OF FINANCE APPROVED.**

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds herein described. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the refinancing of the Project through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued, including, without limitation, the Amendment (hereinafter defined) and the

Agency Resolution. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

**SECTION 2. AMENDMENT TO THE ENABLING AGREEMENT APPROVED.**

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of Amendment No. 71 to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "A," and the Mayor is authorized to execute and deliver the same on behalf of the City Council, with such changes not inconsistent herewith as the Mayor shall approve, his execution thereof to conclusively establish such approval.

**SECTION 3. REPEALING CLAUSE.**

All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

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**SECTION 4. EFFECTIVE DATE.**

This resolution shall take effect immediately upon its adoption this 3<sup>rd</sup> day of October, 2016.

**GULF BREEZE, FLORIDA  
CITY COUNCIL**

(SEAL)

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Stephanie D. Lucas, City Clerk

**EXHIBIT "A" TO RESOLUTION**

**FORM OF AMENDMENT NO. 71 OF THE ENABLING AGREEMENT**

This **AMENDMENT NO. 71 TO INTERLOCAL AGREEMENT** (this "Amendment No. 71") is made and entered into as of the 3<sup>rd</sup> day of October, 2016, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

**WITNESSETH:**

**WHEREAS**, pursuant to an Interlocal Agreement dated as of August 2, 1999, as amended by Amendments No. 1 through No. 70 (collectively, the "Enabling Agreement"), the Parties hereto have heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

**WHEREAS**, Covanta Holding Corporation (the "Borrower") has represented to the Agency that, through its subsidiaries, it has ownership positions in over 45 energy-from-waste facilities located primarily in North America; and

**WHEREAS**, on February 16, 2016, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed \$43,500,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the refinancing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of refinancing obligations more fully described on Schedule I attached hereto (the "Prior Bonds"), which Prior Bonds financed certain improvements to a mass-burn resource recovery facility located at 132 Military Highway, Preston, Connecticut 06365 (the "Project"); and

**WHEREAS**, as of the date hereof, the Borrower has determined to refund only the 1992 Bonds from the proceeds of the Bonds and not the ARC Bonds (each as defined and described in Schedule I hereto) from the proceeds of the Bonds; and

**WHEREAS**, the Agency will issue its Bonds on a case-by-case basis after review by the Agency, to provide financing and refinancing from time to time for individual projects or groups of projects, or eligible financing programs, based upon the credit pledged therefor from one or more of the projects, the Borrower, a sponsor, a credit enhancement facility, if any, or from the revenues of any such programs; and

**WHEREAS**, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 71 with respect to the financing herein described; and

**WHEREAS**, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide the refinancing of the Project;

**NOW, THEREFORE**, the Parties hereby agree as follows:

**SECTION 1. AMENDMENT OF ENABLING AGREEMENT APPROVED.**

This Amendment No. 71 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Project.

**SECTION 2. BONDS, PROGRAM, PLAN OF FINANCE APPROVED.**

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount of not to exceed \$30,000,000 (the exact amount to be determined by an appropriate official of the Agency to be sufficient to enable the refinancing of the Project). Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the refinancing of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, a guarantor, a sponsor, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

**SECTION 3. ADMINISTRATIVE FEES AND EXPENSES FOR CENTURY.**

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the Agency or Gulf Breeze, solely from amounts received from the Borrower, the sum specified on Schedule II attached hereto, which, by this reference thereto, is incorporated herein.

**SECTION 4. ENABLING AGREEMENT CONTINUED.**

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 71 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 71, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

**SECTION 5. INDEMNITY.**

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 71, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

**SECTION 6. SEVERABILITY OF INVALID PROVISIONS.**

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed severable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereto.

**SECTION 7. COUNTERPARTS.**

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 8. EFFECTIVE DATE; AMENDMENTS.**

This Amendment shall take effect when duly executed by the Parties and filed in accordance with law. This Amendment may be amended only by written instrument signed by authorized representatives of Century and of Gulf Breeze; provided, however, that no such amendment which would adversely affect the rights of the holders or owners of any then outstanding Bonds of the Agency or of any other member shall take effect until such time as all necessary consents or approvals with respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the Parties have caused this Amendment No. 71 to be executed by their duly authorized officers as of the date first above written.

**CITY OF GULF BREEZE, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTEST:

By: \_\_\_\_\_  
Stephanie D. Lucas, City Clerk

**TOWN OF CENTURY, FLORIDA**

[SEAL]

By: \_\_\_\_\_  
Freddie W. McCall, Sr., Mayor

ATTEST:

By: \_\_\_\_\_  
Leslie Gonzalez, Town Clerk

[Signature Page to Amendment No. 71 to Interlocal Agreement]

## SCHEDULE I TO EXHIBIT A

### PRIOR BONDS

1. \$30,000,000 original aggregate principal amount of the Connecticut Resources Recovery Authority Corporate Credit Bonds (American REF-FUEL Company of Southeastern Connecticut Project - Series 1992 Series A) (the "1992 Bonds");
2. 13,500,000 original aggregate principal amount of the Connecticut Resources Recovery Authority Corporate Credit Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project) comprising \$6,750,000 original aggregate principal amount American Ref-Fuel Company LLC - I Series A and \$6,750,000 original aggregate principal amount American Ref-Fuel Company LLC - II Series A (the "ARC Bonds" and, together with the 1992 Bonds, the "Prior Bonds"); and
3. any bonds or other indebtedness issued to refinance the 1992 Bonds or the ARC Bonds.

## SCHEDULE II TO EXHIBIT A

### Payment to Century

\$350.00 per million principal amount of each issue, upon issuance thereof, but not less than \$2,500.00.

## SCHEDULE I TO RESOLUTION

### PRIOR BONDS

1. \$30,000,000 original aggregate principal amount of the Connecticut Resources Recovery Authority Corporate Credit Bonds (American REF-FUEL Company of Southeastern Connecticut Project - Series 1992 Series A) (the "1992 Bonds");
2. 13,500,000 original aggregate principal amount of the Connecticut Resources Recovery Authority Corporate Credit Resource Recovery Revenue Bonds (American Ref-Fuel Company of Southeastern Connecticut Project) comprising \$6,750,000 original aggregate principal amount American Ref-Fuel Company LLC - I Series A and \$6,750,000 original aggregate principal amount American Ref-Fuel Company LLC - II Series A (the "ARC Bonds" and, together with the 1992 Bonds, the "Prior Bonds"); and
3. any bonds or other indebtedness issued to refinance the 1992 Bonds or the ARC Bonds.



# *City of Gulf Breeze*

## Police Department

**Robert C. Randle**  
*Chief of Police*

To: Edwin Eddy, City Manager

From: Sharon Armstrong, Acting Deputy Chief 

Ref: Special Event Application

Date: August 23, 2016

The Gulf Breeze Area Chamber of Commerce has submitted a Special Event Application for their annual Gulf Breeze Business and Family Expo to be held at the Gulf Breeze Community Center. The Expo will be held on Friday, October 7, 2016 from 5:00pm to 8:30pm and on Saturday October 8, 2016 from 10:00am to 2:00pm. A "Taste of Expo" event featuring food from area restaurants will be available as well as children's activities. Due to traffic issues, an off duty officer will be utilized for the event on Saturday.

**RECOMMENDATION: The City Council approve the special event request from the Gulf Breeze Area Chamber of Commerce.**





**Robert C. Randle**  
*Chief of Police*

# City of Gulf Breeze Police Department



**Rick Hawthorne**  
*Deputy Chief of Police*

## CITY OF GULF BREEZE SPECIAL EVENT APPLICATION

### Packet Includes:

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

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

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

At least thirty (30) days prior to the special event.

*Kristen Loera*

*8/4/16*

Applicant's Signature

Date





**Robert C. Randle**  
*Chief of Police*

# *City of Gulf Breeze* *Police Department*



**Rick Hawthorne**  
*Deputy Chief of Police*

## **CITY OF GULF BREEZE**

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

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

- a) The name and address of the organization or group requesting to hold a special event.
- b) The name, address, and telephone number of the person requesting the permit.
- c) The name, address, and telephone number of the person(s) who will act as chairman of the Special Event and be responsible for the conduct thereof.
- d) The date, hours, and specific location of the event.
- e) The purpose of the event, a general description of the activities to take place, the estimated number of persons to participate or otherwise attend, and the number and types of vehicles (if any) to participate.
- f) If this is a fundraising event, provide the name of the individual or organization benefiting from the fundraiser and indicated the proposed use of the funds.
- g) If this is a charitable event, provide the name of the benefiting charity, estimation of charitable contribution, and, if an annual event, previous year's charitable contribution and benefit charity's name.
- h) Sponsors of the Special Event will be responsible for all costs incurred by the City in providing required public safety personnel. Cost for public safety personnel will include FICA, retirement and overtime. We will attempt to use



311 Fairpoint Drive · Gulf Breeze, FL 32561 · (850) 934-5121 · [www.gulfbreezepolice.com](http://www.gulfbreezepolice.com)

Accredited by Commission for Florida Law Enforcement Accreditation





# City of Gulf Breeze Police Department



**Robert C. Randle**  
*Chief of Police*

**Rick Hawthorne**  
*Deputy Chief of Police*

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

8/4/16  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name: Gulf Breeze Area Chamber of Commerce  
Address: 409 Gulf Breeze Parkway  
Gulf Breeze, FL 32561

2. PERSON REQUESTING PERMIT:

Name: Kristen Loera  
Address: 409 Gulf Breeze Parkway  
Gulf Breeze, FL 32561  
Phone: (850) 932-7888

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

Name: Kristen Loera  
Address: 409 Gulf Breeze Parkway  
Gulf Breeze, FL 32561  
Phone: (850) 932-7888

4. DATE, HOURS, AND LOCATION OF EVENT:

Friday, October 7, 2016 5:00pm - 8:30pm  
Saturday, October 8, 2016 10:00am - 2:00pm  
Gulf Breeze Community Center



5. GENERAL DESCRIPTION OF ACTIVITIES: Community Expo and Taste of Gulf Breeze.

Public invited to visit with area businesses and food vendors. Children's activities available on Saturday.

6. ESTIMATED ATTENDANCE: 1,200+ over 2 day event

7. NUMBER AND TYPE OF VEHICLES, IF ANY: unknown # of attendee vehicles

8. IF A FUNDRAISING EVENT, INDICATE PROPOSED USE OF FUNDS:

Fundraising event for Chamber of Commerce

9. IF A CHARITABLE CONTRIBUTION IS TO BE DONATED FROM PROCEEDS OF THIS SPECIAL EVENT, PROVIDE THE FOLLOWING INFORMATION:

NAME OF CHARITY: \_\_\_\_\_

ESTIMATE OF DONATION AMOUNT: \$ \_\_\_\_\_

IF ANNUAL EVENT, LAST YEAR'S DONATION: \$ \_\_\_\_\_

Kristen Loera                      8/4/16  
Applicant's Signature                      Date

Approved by:

[Signature]                      8-23-16  
Gulf Breeze Police Department                      Date

\_\_\_\_\_  
Gulf Breeze City Manager                      Date





# City of Gulf Breeze

## Police Department

Robert C. Randle  
Chief of Police

To: Edwin Eddy, City Manager

From: Sharon Armstrong, Acting Deputy Chief 

Ref: Special Event Application

Date: September 16, 2016

The Gulf Breeze United Methodist Church has submitted a *Special Event Application* for a block party. The event will be held on Sunday, October 30, 2016 beginning at 3pm and ending at 5pm. The organizers would like to close portions of Nightingale Lane from 1pm to 6pm. The extra hours would be used for set up and clean up. The block party includes food (for a nominal fee), music, and children's activities. The estimated attendance is 800-1,000 people. The event will not be used for fundraising. This will be the fourth time the Church has held this event. The police department did not receive any complaints from previous years.

**RECOMMENDATION:** That the City Council approve the United Methodist Church block party.





# ***Gulf Breeze Police Department***

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

**Chief Robert Randle  
Deputy Chief Rick Hawthorne**

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

## **City of Gulf Breeze Special Event**

**Packet Includes:**

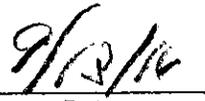
1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

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

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

**At least (30) days prior to the special event**

  
Applicant's Signature

  
Date



## ***Gulf Breeze Police Department***

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

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

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

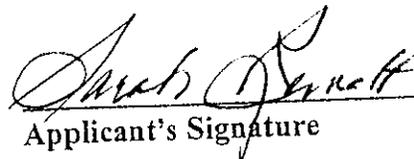
### **City of Gulf Breeze**

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

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

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

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

  
Applicant's Signature                      9/13/16  
Date

  
Police Department's Approval              9-16-16  
Date

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

Sept 13, 2016  
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Methodist Church  
Address 75 Fairpoint Drive

2. PERSON REQUESTING PERMIT:

Name Sarah Bennett  
Address 75 Fairpoint Drive  
Phone 932-3594

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

Name Rhonda Merrill  
Address 75 Fairpoint Drive  
Phone 932-3594

4. DATE, HOURS AND LOCATION OF EVENT:

Sunday Oct. 30 3:5pm (1-6 Set-up + Clean-up)  
75 Fairpoint + Nightingale Lane

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

Block Party  
Trunk Or Treats, Inflatables, Food,  
Popcorn, Cotton Candy

Est Attendance 800-1000 Nominal Charge for Food

[Signature]  
Applicant's Signature/Date

[Signature] 9-16-16  
Police Department's Approval/Date

\_\_\_\_\_  
City Manager's Approval/Date

GULF BREEZE UNITED METHODIST CHURCH STREET CLOSING REQUEST  
REQUESTING CLOSURE FROM 2-6 PM OF AREAS MARKED IN RED  
Portions of Nightingale Road and Nightingale Lane





# *City of Gulf Breeze*

## **MEMORANDUM**

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Fire Chief

DATE:  September 23, 2016

**SUBJECT: FIRE DEPARTMENT RADIO PURCHASE**

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As you are aware, Fiscal Year (FY) 2017's Fire Control Budget includes \$33,600.00 for the purchase of five portable radios and one base station that are compatible with the new Santa Rosa County (County) public safety radio system. As staff briefed the City Council in the budget workshop, after several years of discussion, the County moved forward with the 700 MHz trunked radio system in February 2016. The new system allows for interoperability between all County public safety agencies during major incidents as well as day-to-day operations.

As part of the project, the County provided the fire department with 15 portable radios and seven mobile radios. However, that number fell short of our existing fleet so during last year's budget workshop, staff identified that we would need 10 additional portable radios and two mobile radios to match numbers under the old system. Due to the costs, staff proposed that the acquisition be broken up over a two-year period. As planned, staff acquired five portable radios and one mobile radio in FY 2016. We would like to move forward with the acquisition of the remaining radios in the FY 2017 budget.

Due to an unforeseen circumstance involving the integration of the digital radio system into our analog public address system used for in house station alerting, staff is proposing that one of the mobiles be converted into a base station that would function as the station's in house alerting system receiver.

The County's purchasing agreement for the new system required that Motorola honor the contract pricing for additional equipment for two years. City staff obtained the following pricing based on that contract:

**FIRE DEPARTMENT RADIO PURCHASE**

Page 2 of 2

Type	Model	Price (ea)	Quantity	Total
Mobile	APX 6500 Base Station	\$8,589.57	1	\$ 8,589.57
Portable	APX 6000XE	\$5,122.00	4	\$20,488.00
Portable	APX 6000Li	\$3,833.72	1	\$ 3,833.12
Total				\$32,910.69

Pursuant to Section 4(1) of the City of Gulf Breeze Purchasing Policy, staff is requesting the required bid process be waived since these items are under contract with the County.

“Items under State Contract or under contract with a local government body in Santa Rosa or Escambia County or the State of Florida, may be purchased without competitive bidding. In such cases the contract reference number must appear on the purchase order.”

Due to long led times, staff is requesting to move forward with the purchasing at the beginning of the new fiscal year. The cost of this project is \$32,910.29 and is under the original budgeted amount of \$33,600.00.

**RECOMMENDATION: THAT THE CITY COUNCIL AUTHORIZE THE FIRE DEPARTMENT TO PROCURE FIVE PORTABLE RADIOS AND ONE AND MOBILE RADIO TO BE CONVERTED TO A BASE STATION FROM MOTOROLA FOR \$32,910.29.**

CSC  
Attachment



**MOTOROLA**  
SOLUTIONS, INC.

Date: 9/13/2016

Quote #: QU0000376119

21297 S. Meadows Dr., Fairhope, AL 36532

Prepared By: STEPHENIE SHIRLEY 251-421-7271

PREPARED FOR: Chief Shane Carmichael  
AGENCY: Gulf Breeze VFD

**QUOTE VALID THRU OCT 2016**

**Equipment Details and Pricing**

Qty.	Model	Description	List Price	State Contract Discount	Total Price
4	H98UCF9PW6AN	APX6000 "XE" MODEL 2.5 PORTABLE (TOP DISPLAY, LIMITED KYPD)	\$ 2,588.00	\$ 1,941.00	\$ 7,764.00
4	QA02006	RUGGED "XE" RADIO OPTION, DELTA T CERTIFIED	\$ 800.00	\$ 600.00	\$ 2,400.00
4	QA01749	ADD: ADVANCED SYSTEM SOFT KEY	\$ -	\$ -	\$ -
4	Q806	ADD: ASTRO DIGITAL P25 OPERATION	\$ 515.00	\$ 386.25	\$ 1,545.00
4	H38	ADD: SMARTZONE TRUNKING OPERATION	\$ 1,200.00	\$ 900.00	\$ 3,600.00
4	Q361	ADD: P25 TRUNKING SOFTWARE	\$ 300.00	\$ 225.00	\$ 900.00
4	Q887AT	ADD: 5 YEAR SERVICE FROM THE START	\$ 162.00	\$ 121.50	\$ 486.00
4	H64BE	PUBLIC SAFETY YELLOW HOUSING	\$ 25.00	\$ 18.75	\$ 75.00
4	QA00580	ADD: TDMA OPERATION	\$ 450.00	\$ 337.50	\$ 1,350.00
4	NNTN8092	ADD: SPARE BATTERY - 2300 mAh FM	\$ 142.00	\$ 112.00	\$ 448.00
4	GA09000AA	ADD: DIGITAL TONE SIGNALING	\$ 150.00	\$ 120.00	\$ 480.00
4	NNTN8575BLACK	XE IMPRES REMOTE SPEAKER MICROPHONE	\$ 480.00	\$ 384.00	\$ 1,536.00
4	NNTN8860A	IMPRES SINGLE UNIT CHARGERS	\$ 150.00	\$ 120.00	\$ 480.00
4	PROGRAM	PROGRAMMING AND SET UP OF CUSTOMER TEMPLATE	\$ 60.00	\$ 60.00	\$ 240.00
4	ADDITIONAL DISC	ADDITIONAL DISCOUNT RELATED TO P25 SYSTEM PURCHASE	\$ (204.00)	\$ -	\$ (816.00)
					\$ 20,488.00
1	H98UCF9PW6AN	APX6000Li, 7/800 MHz MODEL 2.5 PORTABLE RADIO	\$ 2,588.00	\$ 1,941.00	\$ 1,941.00
1	QA01749	ADD: ADVANCED SOFTWARE SYSTEM KEY	\$ -	\$ -	\$ -
1	QA02756	ADD P25 9600 BAUD TRUNKING SOFTWARE	\$ 1,570.00	\$ 1,177.50	\$ 1,177.50
1	GA00580	ADD: TDMA OPERATION	\$ 450.00	\$ 337.50	\$ 337.50
1	QA09000AA	ADD: DIGITAL TONE PAGING	\$ 150.00	\$ 120.00	\$ 120.00
1	NNTN8860A	SINGLE UNIT CHARGER	\$ 150.00	\$ 120.00	\$ 120.00
1	Q887AT	ADD: 5 YEAR SERVICE FROM THE START	\$ 162.00	\$ 121.50	\$ 121.50
1	NNTN8092	ADD: SPARE BATTERY - 2300 mAh FM	\$ 142.00	\$ 112.00	\$ 112.00
1	PROGRAM	PROGRAMMING OF CUSTOMER TEMPLATE	\$ 60.00	\$ 60.00	\$ 60.00
1	ADDITIONAL DISC	ADDITIONAL DISCOUNT RELATED TO P25 SYSTEM PURCHASE	\$ (156.38)	\$ -	\$ (156.38)
		TOTAL:			\$ 3,833.12
		<b>COMBINED TOTAL:</b>			\$ 24,321.12

\* PRICING BASED ON HGAC STATE CONTRACT - SANTA ROSA COUNTY PURCHASE\*



Date: Sep. 13, 2016  
Quote #: QU0000361602

21297 S. Meadows Dr., Fairhope, AL. 36532  
(251) 421-7271

Prepared By: Stephenie Shirley

PREPARED FOR: Shane Carmichael  
AGENCY: Gulf Breeze, City of

**Equipment Details and Pricing**

Qty.	Model	Description	List Price	State Contract Discount	Total Price
1	M25URS9PW1AN	APX6500 7/800MHz MID POWER MOBILE	\$ 2,344.00	\$ 1,758.00	\$ 1,758.00
1	W22	ADD: PALM MICROPHONE	\$ 72.00	\$ 54.00	\$ 54.00
1	W382	ADD: CONTROL STATION DESK MIC	\$ 169.00	\$ 126.75	\$ 126.75
1	G442	ADD: 05 CONTROL HEAD	\$ 432.00	\$ 324.00	\$ 324.00
1	G67	ADD: REMOTE MOUNT CONFIGURATION	\$ 297.00	\$ 222.75	\$ 222.75
1	GA00318AC	ADD: 5 YEAR SERVICE FROM THE START	\$ 246.00	\$ 246.00	\$ 246.00
1	G607AC	ADD: REMOTE MOUNT CABLE 75'	\$ 45.00	\$ 33.75	\$ 33.75
1	G618AC	ADD: REMOTE MOUNT CABLE 10'	\$ 10.00	\$ 7.50	\$ 7.50
1	G444	ADD: APX CONTROL HEAD SOFTWARE	\$ 43.00	\$ 32.25	\$ 32.25
1	B18CR	ADD: 7.5 WATT AUXILIARY SPEAKER	\$ 60.00	\$ 45.00	\$ 45.00
1	G806	ADD: ASTRO DIGITAL CAI OPERATION	\$ -	\$ -	\$ -
1	G51AU	ADD: SMARTZONE OPERATION	\$ 1,200.00	\$ 900.00	\$ 900.00
1	G361AH	ADD: P25 TRUNKING	\$ 300.00	\$ 225.00	\$ 225.00
1	GA00580AA	ADD: TDMA OPERATION	\$ 450.00	\$ 337.50	\$ 337.50
1	GA00092AC	ADD: DUAL CONTROL HEAD HARDWARE	\$ 570.00	\$ 427.50	\$ 427.50
1	GA01113AA	ADD: DUAL CONTROL HEAD OPERATION (PRIMARY RADIO)	\$ 650.00	\$ 487.50	\$ 487.50
1	GA01117AA	ADD: DUAL CONTROL HEAD OPERATION (SECONDARY RADIO)	\$ 650.00	\$ 487.50	\$ 487.50
1	SVC03SVC0104	PROGRAMMING OF CUSTOMER TEMPLATE	\$ 60.00	\$ 60.00	\$ 60.00
1	ADDITIONAL DISC	ADDITIONAL DISCOUNT RELATED TO P25 SYSTEM PURCHASE	\$ (143.43)	\$ -	\$ (143.43)
1	SVC03SVC0104	INSTALL OF APX6500 DUAL CONTROL HEAD AT FIRE DEPT WITH SECOND HEAD IN WATCH ROOM. INSTALL INCLUDES 50' OF LMR CABLE, CONNECTORS, ANTENNA AND MOUNT	\$ 2,100.00	\$ -	\$ 2,100.00
	SVC03SVC0104	INSTALL OF CUSTOMER EXISTING APX4500 DM MOBILE IN SUPPORT VEHICLE	\$ 586.00	\$ -	\$ 586.00
1	H1877	DASH MOUNT TO REMOTE MOUNT KIT FOR CUSTOMERS EXISTING	\$ 325.00	\$ 260.00	\$ 260.00
1	G628	APX4500 MOBILE RADIO (02 CONTROL HEAD)	\$ 15.00	\$ 12.00	\$ 12.00
		17' REMOTE MOUNT CABLE			
		<b>TOTAL:</b>			<b>\$ 8,589.57</b>

\* PRICING BASED ON HGAC STATE CONTRACT - SANTA ROSA COUNTY PURCHASE\*



# City of Gulf Breeze

## MEMORANDUM

**TO:** Edwin A. Eddy, City Manager  
**FROM:** Thomas E. Lambert, Assistant Director of Public Services  
**DATE:** September 22, 2016  
**RE:** Traffic Signal Maintenance Agreement

A handwritten signature in blue ink, appearing to read "T. Lambert", is positioned to the right of the "FROM:" line.

In the past, the City chose to sign a Traffic Signal Maintenance Agreement with the Department of Transportation. The purpose of the agreement is for the Department to provide funding to the City to maintain traffic signals in its jurisdiction. The maintenance includes replacement of lamps, controllers, and other electric gear, and assuring mast arms are secure and inspected regularly for structural deficiencies.

The Department has undertaken a major review and revision of the agreement in the last four years, this being the latest amendment. The major changes to the agreement include removing mast arm maintenance from the City's responsibilities, making the Department responsible for pursuing third party damage claims, decreasing the number of inspections required, and adding force majeure clause to protect the City and Department. The agreement is attached for review.

The City Attorney has reviewed the document, and his concerns relate to ensuring the City carefully monitor its compliance with the terms of the agreement. The public services department will ensure invoicing to the Department is submitted within the allowed window, the Department's budget appropriates funds for the agreement and the City requires its contractors and their subcontractors to adhere to the conditions of the agreement.

Staff believes this amendment to the agreement with the Department will allow better operation of the traffic signals, as well as more financial protection for the City.

**RECOMMENDATION: The City Council approve Resolution 28-16 regarding the Traffic Signal Maintenance Agreement with the Department of Transportation and authorize the Mayor to sign the agreement on behalf of the City**

**RESOLUTION 28-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

**WHEREAS**, the City of Gulf Breeze (the “City”) finds that it is in the best interest of its residents to maintain the traffic signals located within the City along U.S. 98; and

**WHEREAS**, the State of Florida Department of Transportation (“FDOT”), requires the City to execute and deliver to FDOT a Traffic Signal Maintenance and Compensation Agreement (the “Agreement”), attached hereto as Exhibit A, in order to permit the City to maintain said signals.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA IN REGULAR SESSION AS FOLLOWS:**

**SECTION 1:** The City Council of the City of Gulf Breeze hereby authorizes the Mayor to execute the Traffic Signal Maintenance and Compensation Agreement between the City and FDOT on behalf of the City.

**SECTION 2:** The City Clerk is hereby directed to send copies of this Resolution and the executed Agreement to the appropriate representative(s) of FDOT and all other persons as directed.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, SANTA ROSA COUNTY, FLORIDA ON THIS 3<sup>rd</sup> DAY OF OCTOBER, 2016.**

\_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTEST

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

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE  
AND COMPENSATION AGREEMENT**

CONTRACT NO. \_\_\_\_\_  
FINANCIAL PROJECT NO. \_\_\_\_\_  
F.E.I.D. NO. \_\_\_\_\_  
AMENDMENT NO. \_\_\_\_\_

**THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT** ("Amendment") is made and entered into on this 3<sup>rd</sup> day of October, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and CITY OF GULF BREEZE, FLORIDA, ("Maintaining Agency").

**RECITALS**

WHEREAS, the Department and the Maintaining Agency on October 3, 2016, entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

Gulf Breeze, \_\_\_\_\_, Florida  
(Maintaining Agency)

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: Matt E. Dannheisser

Title: Mayor

Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_  
(Authorized Signature)

Print/Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

Legal Review: \_\_\_\_\_

## ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. \_\_\_\_\_  
 FINANCIAL PROJECT NO. \_\_\_\_\_  
 F.E.I.D. NO. \_\_\_\_\_

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized by Resolution 28-16 to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
  - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
  - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
  - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
  - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
  8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
  9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
  10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

## ATTACHMENT 1

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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates its City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

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"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
  - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

## ATTACHMENT 1

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Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
  - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
  33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
  34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
  35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
  36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
  37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
  38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
  39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

**ATTACHMENT 1****REVISED TERMS AND CONDITIONS FOR THE  
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later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
  - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
  - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.



**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT B**  
**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

**2.0 COMPENSATION FOR MAINTENANCE AND OPERATION**

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

**Unit Compensation Rates per Intersection on the State Highway System**

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

\*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

**3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES**

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

**4.0 PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30<sup>th</sup> of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

**ATTACHMENT 1**  
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL**  
**MAINTENANCE AND COMPENSATION AGREEMENT**

**EXHIBIT C**  
**Reimbursement for Replacement and/or Repair of**  
**Damaged Traffic Signals and Devices**

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> <li>1. Attach pictures of damaged traffic signals and devices.</li> <li>2. Attach invoices or receipt of equipment purchased to replace damaged components.</li> <li>3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work.</li> </ol>	
Contract No.: _____	
Project No.: _____	
<b>Total Lump Sum Reimbursement Amount</b>	<b>\$</b>

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

\_\_\_\_\_  
Maintaining Agency                      Date

\_\_\_\_\_  
District Traffic Operations Engineer      Date



# City of Gulf Breeze

OFFICE OF THE CITY MANAGER

**To :** Mayor and City Council  
**From :** Edwin A. Eddy, City Manager  
**Date :** September 23, 2016  
**Subject:** Authorization of FS Advisors to Make Certain Investments of Surplus Funds

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The City Council enacted Ordinance 03-11 establishing an Investment Policy in 2011. A Request for Proposals (RFP) was then utilized to select two firms to make investments per Ordinance 03-11. One firm, FS Advisors, in the judgment of the City's Investment Committee and based on reports provided to the City Council, outperformed the other firm.

The City's Investment Committee identified about \$6,500,000 in surplus cash which can be invested at this time in order to earn a modest interest rate as opposed to a negligible rate by leaving the money on deposit in a bank.

The City's Investment Committee contacted FS Advisors regarding the added deposits. A specific authorization form was prepared to memorialize this transaction and others the City has with FS.

At the previous set of Council meetings, staff was asked to obtain information from FS regarding the service they provide versus accomplishing investments directly with Charles Schwab. That information is attached. The fee charged by FS is very low and their performance is good.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE THE AUTHORIZATION AND THAT THE MAYOR SIGN THE DOCUMENT.**

**AUTHORIZATION**

THIS AUTHORIZATION is made and entered into by and between FSA Investment Group, L.L.C., ("FSA") and the City of Gulf Breeze and Gulf Breeze Financial Services, Inc., (collectively, "City") as of the \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

WHEREAS, FSA has been retained by the City to render financial advice with regard to surplus public funds maintained in certain accounts at Charles Schwab.

WHEREAS, the City on April 4, 2011, pursuant to Florida Statutes Section 218.145, enacted Ordinance 03-11 adopting the City of Gulf Breeze Investment Policy for the conduct of investment activity of surplus public funds, a current copy of which, as amended, is attached hereto (collectively, the "Policy").

NOW, THEREFORE, FSA acknowledges that it has been granted certain discretionary authority over those accounts and agrees that its decisions are bound by the terms of the Policy and all actions undertaken and authorizations utilized in regards thereto shall be in complete conformity with the terms of the Policy.

IN WITNESS WHEREOF, the parties have executed this authorization to be effective as of the day and year first above written.

FSA INVESTMENT GROUP, L.L.C.,  
a Florida limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF GULF BREEZE,  
a Florida municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Attested to by:

\_\_\_\_\_  
City Clerk

GULF BREEZE FINANCIAL SERVICES, INC.,  
a Florida corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Edwin Eddy, City Manager, City of Gulf Breeze

Buz,

In response to your email inquiries of September 20, 2016, I offer you the following:

FSA Investment Group/FS Advisors (FSA) is a firm headquartered in Atmore, Alabama with an office in Pensacola, Florida. FSA manages on a discretionary and non-discretionary basis approximately \$584 million as of March, 2016 for Native American Tribes, Institutional Investors and Individuals for both long-term assets and cash management. For the management of City assets, we receive 9 basis points (.09%) paid quarterly with a minimum of \$5,000 annually. FSA serves in a Fiduciary role meaning we must act in the best interest of our clients. Our role is to manage the entire portfolio. Specifically:

- FSA provides portfolio management and supervision of all assets.
- Research of various investment options providing ongoing due diligence.
- Where appropriate, negotiates with 3<sup>rd</sup> party money managers to provide customized services, lower fees.
- Provides performance and other customized reporting needs. At no additional cost we prepare a combined portfolio performance report that includes not only assets under FSA management but also other fund managers to assure the city has consistent reporting of all invested assets.
- Provide a local contact available for in person meetings

We have a working relationship with Wasmer Schroeder, a bond manager with headquarters in Naples, Florida, that specializes in the portfolio management of fixed income (bonds). The firm currently manages \$7.24 billion for a varied client base including other cities and municipalities. For the management of City assets, 25 basis points (.25%) is paid quarterly – but only on the assets they manage (not the equity portion of the GBFS portfolio). Their role is to manage the fixed income portfolio for the City. Specifically:

- Serve as portfolio manager of the fixed income portion of the portfolio within the restrictions of the Investment Policy Statement (IPS).
- Take advantage of inefficiencies in the market.
- In-depth credit research and portfolio monitoring.

- Structure portfolio to maximize yield, minimize risk within the restrictions of the IPS.

- Institutional execution of bonds

- Larger trades generally receive better execution than smaller trades. In some cases as much as 3 points (3% on a bond trading at 100).

- Wasmer aggregates trades to improve execution.

- They also work with multiple bond dealers to improve execution.

Charles Schwab & Co. is a broker/dealer headquartered in San Francisco, California. Schwab custodies approximately \$2.71 trillion of client assets as of August 2016. For the City, Schwab serves as a custodian for all assets. Schwab does not charge a fee for assets under management. They receive compensation only when trades are placed, charging a minimum of \$19.95 for most ETF trades and \$25 per bond trade. Last year's cost of trading was \$403.58. If we converted this into basis points, the fee would be less than 1 basis point. Schwab's role as custodian:

- Provides independent safekeeping of client assets as the investment function is separated from custody of the assets.

- FSA (and Wasmer) can only serve in a customer service and trading role. Any instruction that involves removing assets from the portfolio have to be signed-off by the authorized agents of the portfolio (Mayor, City Manager and Executive Director of GBFS) and the investment management firms can only assist in the process.

- Schwab also provides independent reporting function in the form of statements (non-customized) and online access to balances.

As of the June 30, 2016 report. The portfolio had a market value of \$5,512,785. We began managing the portfolio on October 1, 2011 with an opening investment of \$5,000,000. For the nine-month period ended June 30, 2016 the portfolio had \$110,431 of net investment income (income less fees).

I understand that a question arose at the last set of City Council meetings as to the relative costs of investing funds directly through brokers at Charles Schwab & Co. and the costs of doing so through FSA Investment Group. First, to summarize portions explained above, our firm charges the City only nine basis points on assets which we manage.

Second, for fixed income investments (bonds), we are able to secure for the City favorable terms through Wasmer Schroeder which charges 25 basis points for

those investments. Embedded within that fee are the institutional discounts in bond purchases that Wasmer receives because of its large-scale purchase of bonds. I do not believe that Charles Schwab does this (i.e., Schwab does not purchase bonds on a large scale basis, thus it does not benefit from the corresponding discount in the purchase price). Thus, the cost of the City purchasing the same bond through Schwab may be higher than if purchased through FSA/Wasmer.

Moreover, Wasmer does not charge on the basis of individual transactions, whereas Schwab charges separately for every sale and purchase. Such a cost per transaction may inhibit clients from buying or selling although circumstances may otherwise be appropriate for them to do so. It is also worth noting that Wasmer charges FSA Investment Group only 25 basis points whereas the cost to invest directly would be 50 basis points.

The foregoing notwithstanding, it is always possible for a client to secure investment brokerage through less costly means. Just like a person may not select the least expensive attorney or physician, the same is true for investment advisors. The differential in cost should be carefully evaluated with the quality of service provided. In this instance, since public funds are at stake it is incumbent upon the City Council to make certain that the funds are carefully and wisely invested. FSA Investment Group has a thorough understanding of the City's needs, the provisions of its Investment Policy and limitations therein, and the interworkings of the City's decision-making processes. I cannot say with certainty, but I speculate that a broker employed by Schwab would not have our level of knowledge and understanding, thus may not be able to provide the comparable level of service.

I trust the above answers your questions, if you need additional information please do not hesitate to ask. I will be available at the next Executive session.

Sincerely,



Daniel Kopack, Jr., CFP  
FSA Investment Group, LLC  
308 South Alcaniz  
Pensacola, Fl 32502

# A winning relationship

You, your advisor,  
and Schwab  
Advisor Services™

*charles*  
SCHWAB

For clients  
of independent  
investment  
advisors



*Own your tomorrow™*

Your advisor's expertise and Schwab's custody services come together to help protect your assets and support your investment goals.

## IN THIS GUIDE:

- 2 An Innovative Industry Leader
- 3 A Full Range of Investment Solutions and Trading Services
- 4 Technology and Service Support for You and Your Advisor
- 5 Wealth Management Services
- 6 Safeguards Designed to Protect Your Assets
- 7 Long-Term Financial Health
- 8 Strict Privacy and Security Standards



Selecting an investment advisor is a significant decision. Many investors today are choosing to work with an independent registered investment advisor (RIA) for the objective financial expertise, portfolio guidance, and personal relationship that RIAs can provide.

Choosing the right brokerage firm to custody your assets is equally important. When you and your advisor place assets at Schwab, you choose a custodian experienced in serving the unique needs of independent advisors and their clients. We offer innovative products and services that support the financial planning and portfolio management services that advisors provide to investors like you.

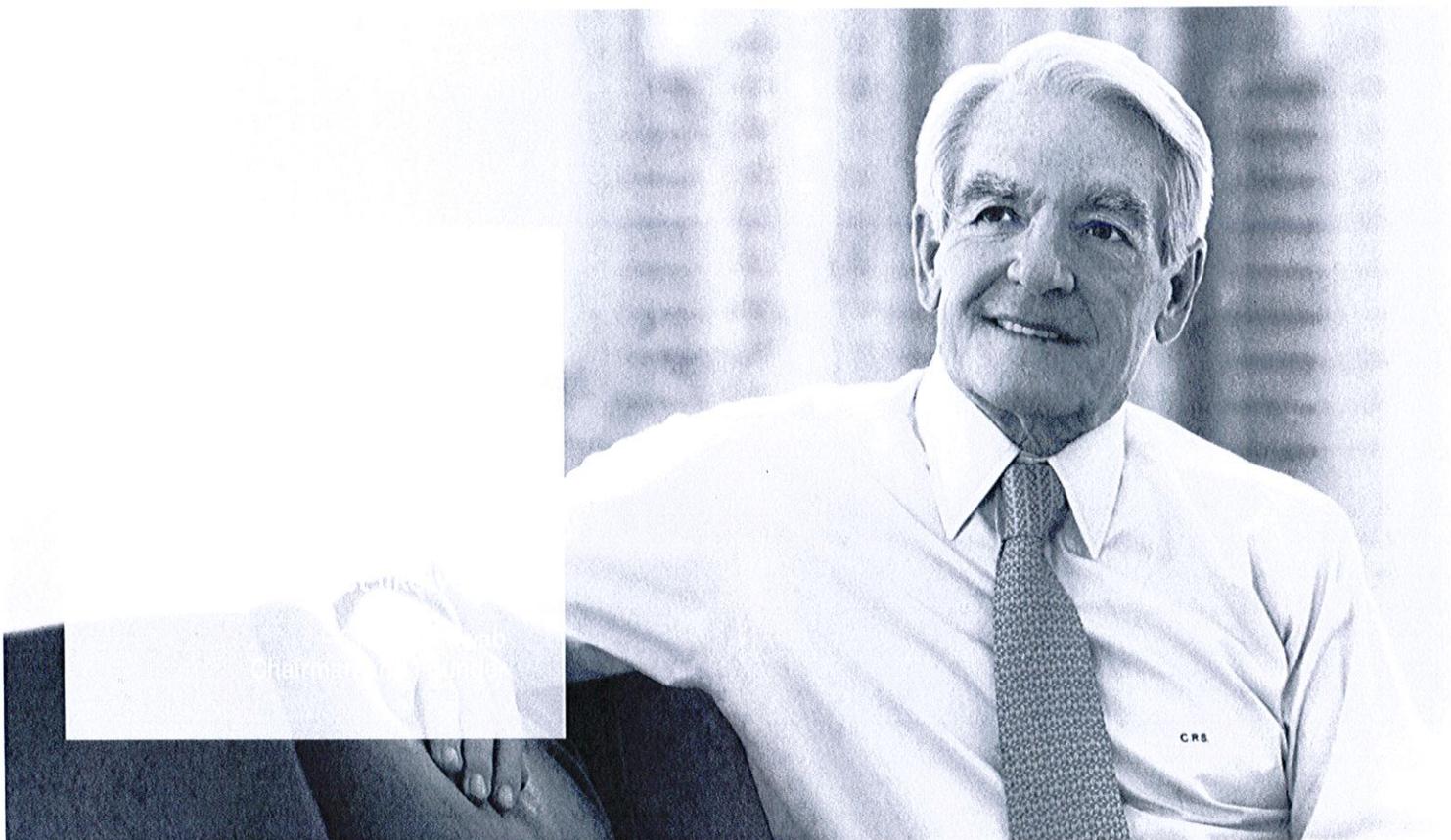
You and your advisor can feel confident in Schwab as the custodian of your assets. We're committed not only to meeting our industry's rigorous regulatory requirements, but also to upholding our own stringent business standards, which are designed to safeguard your assets and help ensure our firm's financial health and stability.

# An Innovative Industry Leader

When you and your advisor choose Schwab as a custodian, you choose to work with an industry leader. We serve more independent registered investment advisors than any other custodian. We also hold more assets under management than any other custodian—all of which give us unique insight into what advisors need to serve their clients best.

We focus on your success by giving your advisor access to comprehensive products and services that can help you meet your financial goals.

- Schwab was a pioneer in the business of serving independent investment advisors and their clients, and has more than 25 years of industry experience.
- More than 7,000 advisors<sup>1</sup> currently look to Schwab as the institution of choice for their clients.
- 2.1 million accounts managed by investment advisors are custodied with Schwab Advisor Services™—representing nearly \$1.2 trillion in assets.



# A Full Range of Investment Solutions and Trading Services

Schwab provides insights, research, and access to a wide range of investment products and expertise. Your advisor can leverage these tools to develop recommendations that suit your unique investment needs. And our team is there to help. Every trade your advisor places on your behalf is handled by a team that puts your best interests first.

## Equities

Schwab equity specialists have access to all major national and regional exchanges. Our specialists are available to help with the order of listed or over-the-counter stocks, large orders, and thinly traded issues, and they will strive to obtain the best price.

## Fixed Income

By working with Schwab, your advisor has access to more than 36,000 bonds from more than 200 dealers.<sup>2</sup> This enables your advisor to select products to meet your capital preservation and income goals in a single place. If government, corporate, or municipal instruments are appropriate, a Schwab fixed income specialist will work to locate the most favorable combination of rates and maturities.

## Mutual Funds

If your investment strategy includes mutual funds, your advisor can choose from thousands of mutual funds, many with no loads and no transaction fees, with Schwab Mutual Fund OneSource<sup>®</sup>, or select from our Mutual Fund Marketplace<sup>®</sup>, which provides convenient one-stop access to a full range of mutual fund managers from nearly every asset class.<sup>3</sup> We also provide your advisor with research and experts' top fund picks to narrow down the choices and find the right funds for you.

## Exchange-Traded Funds

Schwab provides your advisor with the insights, resources, access, and support needed to invest in exchange-traded funds (ETFs) and other exchange-traded products on behalf of their clients. When advisors use Schwab ETF OneSource<sup>™</sup>, they get commission-free access to more than 200 ETFs—spanning asset classes, geographies, and sectors—from Schwab and other leading industry providers.

## Flexibility and Convenience

Your investment advisor has access to Schwab's Trade-Away services. Using these services, your advisor can place trades with other firms throughout the financial industry without the need to establish multiple accounts. Schwab continues to be your sole custodian, so you receive a single statement for each account. You get the convenience of a consolidated view of your accounts, as well as consolidated cost basis reporting at tax time.

**Investors should carefully consider information contained in the prospectus, including investment objectives, risks, charges, and expenses. You can request a prospectus by calling 1-800-435-4000. Please read the prospectus carefully before investing.**

# Technology and Service Support for You and Your Advisor

We put our clients at the center of what we do; they are why we come to work every day. Schwab offers a range of resources to support both you and your investment advisor, whether you prefer to do business in person, on the phone, or through your mobile device or computer. We design our innovative technology and service capabilities to provide a faster, more fluid experience for you and your advisor. Our responsive support and on-the-go access put your account information at your fingertips and make everyday transactions more convenient.

## Industry-Leading Technology

Our powerful technology platform and versatile mobile apps help your advisor stay connected to you and share important information. We also provide you with intuitive website and mobile apps that you can use to view account information, remotely deposit checks, and stay connected to your investments—anytime, from almost anywhere.

All of our technology is designed to make it easier for you and your advisor to work with Schwab, while upholding the strict security standards and protections that we put in place to keep your assets safe.

## Dedicated Support Teams

Our network of service teams is dedicated to supporting every aspect of the investment management services your advisor provides to you. Schwab Alliance, a dedicated service team for clients of advisors, is only a phone call away.

Trading and operations teams, technology consultants, and account managers provide trading assistance, account management, and strategic information to keep your advisor up to date on how to maximize Schwab's services for your benefit.

# Wealth Management Services

Your advisor can access a wide array of wealth management services—ideal if you are seeking additional solutions to address your complex financial needs. These services include:

- Managed account services, which help you and your advisor leverage the expertise of institutional-caliber money managers who specialize in particular investment styles
- Tax-advantaged college savings and charitable giving plans
- Custody services and assistance with purchases of alternative investments
- Tax-deferred earning opportunities through variable annuities\*
- Individualized hedging strategies for concentrated equity holdings
- Restricted stock transfer and filing services



# Safeguards Designed to Protect Your Assets

We take our role as custodian seriously. As an industry leader, we go beyond the safety measures required by regulators, offering you additional levels of protection. When you work with an advisor who chooses Schwab, you can be assured that we follow stringent internal practices and business standards designed to keep clients' assets safe.

## Charles Schwab & Co., Inc. SIPC Coverage

The securities and cash held in accounts of Charles Schwab & Co., Inc. (including those held by clients of investment advisors with Schwab Advisor Services™) are insured by the Securities Investor Protection Corporation (SIPC) in the event of broker-dealer failure.

SIPC provides up to \$500,000 of protection for accounts that clients of advisors hold in each separate capacity (e.g., joint tenant or sole owner), with a limit of \$250,000 for claims of uninvested cash balances.<sup>5</sup>

More information about SIPC coverage is available at [sipc.org](http://sipc.org).

## Additional Insurance Coverage

Additional brokerage insurance is provided to Charles Schwab & Co., Inc. accounts through underwriters at Lloyd's of London and other London insurers. This "excess SIPC" protection of securities and cash is provided up to an aggregate of \$600 million, limited to a combined return to any client from a trustee, SIPC, Lloyd's, and other London insurers of \$150 million, including up to \$1,150,000 in cash.<sup>5</sup> This additional protection becomes available in the event that SIPC limits are exceeded.

## Compliance With Government Mandates

As a registered broker-dealer, Schwab is subject to the rules and regulations of the Securities and Exchange Commission (SEC), the Financial Industry Regulatory Authority (FINRA), the Municipal Securities Rulemaking Board, and all other exchanges of which Schwab is a member. These regulatory entities have established financial responsibility rules designed to help safeguard client assets.

## Accurate Company Financial Reports

SEC Rule 17a-5 requires all registered broker-dealers to routinely file periodic reports. These include regulatory and surveillance information providing accurate details regarding their current financial and operational conditions. Schwab files these reports both monthly and quarterly, delivering full disclosure of the state of our company.

# Long-Term Financial Health

You need to be confident that your assets have been placed with a financially healthy company. The Charles Schwab Corporation is financially strong, and we are committed to the continued health of our businesses.

Our capital structure and liquidity are sound; our investment portfolio is diversified; and our internal controls and business standards are designed to safeguard the assets of all Schwab account holders. We maintain a disciplined focus on risk management and operate the firm conservatively to minimize investment risks. We know that our success ultimately depends on how well we serve our advisors and their clients.

We strive to remain a strong financial resource through business practices that place emphasis on:

- Prudent expense management—We keep a close eye on operational expenses to prudently manage our company. In a difficult market environment, we adjust expenses where necessary on a quarter-by-quarter basis.
- Diversified revenue mix—By increasing our reliance on fee-related services and balance-related incomes, rather than trading commissions, we strive to increase the stability of our revenues during fluctuating market conditions.



# Strict Privacy and Security Standards

We have comprehensive measures in place to help protect your privacy and security—today and in the future.

## Schwab's Commitment to Privacy

Recognizing that our most important asset is our relationship with you and your advisor, Schwab has a privacy policy that applies to consumers who are current or former account holders at Schwab. Our privacy policy ensures that your personal information is never sold and is shared only with third parties in the very limited circumstances allowed or required by law. Details of our approach to privacy and how personal information is collected and used are explained in the Schwab Privacy Policy.

## Schwab's Security Guarantee Offers Added Confidence

We want you and your advisor to have the highest level of confidence that personal and financial information is protected when you and your advisor choose Schwab. That is why we offer the Schwab Security Guarantee. We designed this guarantee to address concerns about online data security threats from non-trusted third parties.





1. Cerulli Associates company reports and Schwab internal estimates, 2012.
2. Schwab BondSource<sup>®</sup> as of January 2013.
3. Statistics as of Dec. 31, 2012.

Charles Schwab & Co., Inc., member SIPC, receives remuneration from fund companies participating in the Mutual Fund OneSource<sup>®</sup> service for recordkeeping and shareholder services and other administrative services. Schwab also may receive remuneration from transaction fee fund companies for certain administrative services.

Trades in no-load funds available through Mutual Fund OneSource<sup>®</sup> service (including Schwab Funds<sup>®</sup>), as well as certain other funds, are available without transaction fees when placed through Schwab.com or our automated phone channels. For each of these trade orders placed through a broker, a \$25 service charge applies. Schwab reserves the right to change the funds we make available without transaction fees and to reinstate fees on any funds.

Investment returns will fluctuate and are subject to market volatility, so that an investor's shares, when redeemed or sold, may be worth more or less than their original cost. Shares are bought and sold at market price, which may be higher or lower than the net asset value (NAV).

Fixed income securities are subject to increased loss of principal during periods of rising interest rates. Fixed income investments are subject to various other risks, including changes in credit quality, market valuations, liquidity, prepayments, early redemption, corporate events, tax ramifications, and other factors.

4. A variable annuity's value will fluctuate depending on the underlying investment. An investor's units, when redeemed, may be worth more or less than the original amount invested. Variable annuities are registered securities that are sold by prospectus only and available by contacting your investment advisors. The prospectus contains details on subaccounts, contract features, fees, expenses, and other pertinent information. Please read the prospectus carefully before investing. Withdrawals of taxable amounts will be subject to income tax and, if taken prior to age 59½, a 10 percent penalty may apply.
5. SIPC and excess SIPC protection do not cover fluctuations in the market value of securities and are not extended to accounts held by banks or broker-dealers maintained from their own account.

Schwab Mobile Deposit service is subject to certain eligibility requirements, limitations, and other conditions. Enrollment is not guaranteed, and standard hold policies apply.

Diversification strategies do not ensure a profit and do not protect against losses in declining markets.

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Schwab Advisor Services<sup>™</sup> serves independent investment advisors and includes the custody, trading, and support services of Schwab. Independent investment advisors are not owned, affiliated with, or supervised by Schwab.

AHA (0813-5764) MKT10401-33 (03/15)



# City of Gulf Breeze

OFFICE OF THE DEPUTY CITY MANAGER

## MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Samantha D. Abell, Deputy City Manager

Date: September 23, 2016

Subject: City of Gulf Breeze/Community Redevelopment Agency of the City of Gulf Breeze Interlocal Agreement for Services

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### **REQUEST:**

The Agency desires to engage the City to assist in the implementing and furthering of the Community Redevelopment Plan 2008 Update within the redevelopment area.

### **BACKGROUND:**

As part of the annual budget process, the Community Redevelopment Agency (CRA) and Gulf Breeze City Council approves a interlocal services and expenditure agreement. The agreement includes the fiscal year's CRA budget as Exhibit 1 in order for the City to carry out programs and spending between the body politic and municipal corporation.

### **DISCUSSION:**

September 7, 2016, the City Council approved Resolution 24-16, setting a plan for CRA expenditures for FY17. These expenditures include professional and contractual services, policing and traffic patrol, utilities, street lighting, operating expenses and interfund transfers which are administered/implemented by the City on behalf of the CRA.

### **ECONOMIC IMPACT:**

Total CRA expenditures amount to \$843,665, which equals total CRA revenues from county and city contributions, as required by Florida Statutes Part III of Chapter 163.

### **RECOMMENDATION:**

The City Council upon approval, enters into the interlocal agreement pursuant to the powers and authority granted to the parties under the Constitution and the laws of the State of Florida, including expressly but not limited to the authority of Section 163.01, Florida Statutes, and the Act.

### **ATTACHMENTS:**

City of Gulf Breeze/CRA of the City of Gulf Breeze Interlocal Agreement for Services

1 CITY OF GULF BREEZE/COMMUNITY REDEVELOPMENT AGENCY  
2 OF THE CITY OF GULF BREEZE  
3 AGREEMENT FOR SERVICES  
4

5 THIS AGREEMENT, made and entered into at Gulf Breeze, Florida, as of the \_\_\_\_\_ Day of  
6 \_\_\_\_\_, 2016, by and between the CITY OF GULF BREEZE, a municipal corporation  
7 organized and existing under the laws of the State of Florida (the "City") and the COMMUNITY  
8 REDEVELOPMENT AGENCY OF THE CITY OF GULF BREEZE, a body politic and  
9 corporate of the State of Florida (the "Agency").

10  
11 WITNESSETH:  
12

13 WHEREAS, pursuant to Resolution No. 19089, adopted by the City Council of the City  
14 of Gulf Breeze on December 18, 1989, the City Council approved a Community Redevelopment  
15 Plan for the Community Redevelopment Area (the "Redevelopment Plan"), and directed the  
16 Agency to implement the Redevelopment Plan and exercise those powers granted by Part III,  
17 Chapter 163 of the Florida Statutes (the "Redevelopment Act"); and  
18

19 WHEREAS, under the Redevelopment Act, the Agency may contract with such other  
20 persons, public or private, as it deems necessary and appropriate for it to carry out its duties and  
21 responsibilities; and  
22

23 WHEREAS, the Agency desires to engage the City to assist in implementing and  
24 furthering redevelopment plans, capital projects and community initiatives in providing for  
25 public improvements and public safety within the Gulf Breeze Community Redevelopment Area  
26 (the "CRA"); and  
27

28 WHEREAS, the Gulf Breeze Community Redevelopment Area is approximately 393  
29 acres in size, about 13% of the City's total acreage, comprised of a majority office, commercial  
30 and institutional uses located along the Highway 98 corridor within the City limits, beginning at  
31 the south side of the Pensacola Bay Bridge and extending northeast and southwest of the  
32 highway to the City's eastern limits; and  
33

34 WHEREAS, a 20-year Most Livable City Master Plan and Market Analysis was  
35 conducted in 2012, finding that community issues exist related to a need for housing diversity,  
36 traffic mitigation, a co-location of civic and education facilities, pedestrian safety and comfort,  
37 diversifying business mix in a largely-built out environment, and creating and preserving  
38 community gathering spaces; and  
39

40 WHEREAS, the City desires to assist in redevelopment efforts by providing through the  
41 Gulf Breeze Police Department, effective police services primarily focusing on traffic and patrol  
42 safety through six full-time officers spending a majority of duty hours within the redevelopment  
43 area; and

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WHEREAS, at a publicly noticed meeting of the Community Redevelopment Agency on \_\_\_\_\_, the Agency voted to approve the Interlocal Agreement to provide enhanced services to the Community Redevelopment Area, finding it in the best interest of the Agency; and

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

ARTICLE I. REDEVELOPMENT SERVICES; PUBLIC IMPROVEMENTS

A. The City shall carry out or cause to be carried out, a revitalization and redevelopment program in the Community Redevelopment Area consisting of, but not limited to, the following:

1. Assist the Agency in the acquisition of real property by identifying, justifying, assembling, negotiating and monitoring the acquisition of real property by purchase, condemnation, gift, exchange or other lawful means;
2. Assist the Agency in identifying, justifying, negotiating and monitoring the rehabilitation of real property in the manner prescribed by the Agency;
3. Assist the Agency in developing structure relocation plans for any historic structures determined worthy of preservation and for which relocation is required;
4. Serve as a representative of the Agency in seeking the aid and cooperation of other public agency bodies and private organizations and to coordinate the Redevelopment Plans with the activities of said public bodies and private organizations in order to achieve the purposes of redevelopment in the highest public interests possible;
5. Act as a representative of the Agency for real property owned by the Agency within the Redevelopment Area or real property in the Redevelopment Area which is within the control, direction, supervision or management of the Agency;
6. Identify, propose, market and negotiate through approved practice methods such agreements for specific properties located within the Redevelopment Area which provide for uses which are in the best interests of the Agency and further the redevelopment of the Redevelopment Area pursuant to the Redevelopment Plan;
7. Advertise, promote and market through approved practice methods the sale of real property in accordance with the Redevelopment Plans and other applicable laws, regulations, policies and plans;
8. Assist the Agency to cause the demolition or clearance, or both, of buildings, structures and other improvements within the Redevelopment Area which are owned or

83 acquired by the Agency or any other person and which are to be redeveloped in  
84 accordance with, or as contemplated by, the Redevelopment Plans;

85 9. Assist the Agency to cause the preparation of building and development sites in  
86 the Redevelopment Area;

87 10. Coordinate and monitor the relocation of persons displaced by redevelopment  
88 within the Redevelopment Area;

89 11. Plan, execute and monitor specific programs involving the private sector that  
90 stimulate the economy in the Redevelopment Area;

91 12. Create and cause to be used a marketing campaign that seeks to attract  
92 investment, development and enterprises in the Redevelopment Area;

93 13. Conduct a promotional campaign that attracts visitors to the Redevelopment  
94 Area from within and without the Gulf Breeze;

95 14. Conduct educational and informational sessions for owners of real property  
96 located within the Redevelopment Area;

97 15. Assist the Agency in implementing and executing environmental public  
98 health/safety programs including, but not limited to, clean-up of illegal dump sites, litter  
99 control, code enforcement, and other related activities;

100 16. Provide funding, as needed, for planning, legal and/or financial studies with  
101 said costs to be reimbursed from tax increment proceeds when available.

102  
103 B. During the term of this Agreement the City shall recommend to the Agency the  
104 implementation, construction or installation of public improvements which are necessary to  
105 effectuate the Redevelopment Plan. Subject to the funding and approval of such public  
106 improvements by the Agency pursuant to this Agreement, the City shall implement, construct or  
107 install such public improvements.

108  
109 C. In order to properly provide the services described in Paragraphs A and B herein  
110 above, the City shall,

111  
112 1. Provide the Agency with recommendations on zoning matters, modifications to the  
113 Redevelopment Plan or such other matters as may be requested by the Agency;

114  
115 2. Seek alternative funding sources from both the public and private sector that will assist  
116 in funding redevelopment activities that complement the intent and purpose of the  
117 Redevelopment Plan;

118

119 3. Provide ongoing assessment and monitoring of redevelopment within the  
120 Redevelopment Area to evaluate the success or failure of specific projects, and when necessary,  
121 provide additional or alternative project options to the Agency for its consideration; and  
122

123 4. Urge the members of the Florida Legislature from the Gulf Breeze area and elsewhere  
124 to enact legislation that will aid the redevelopment of the Redevelopment Area.  
125

126 5. For agreements related to projects that are (or are likely to be) funded in majority by  
127 TIF revenues, the Department of Urban Development will circulate the draft scope of services to  
128 all Community Redevelopment Agency Board members for their input at the time that the draft  
129 scope is provided to CRA Advisory committee members for comment.  
130

#### 131 ARTICLE II. PERIOD OF AGREEMENT 132

133 This Agreement shall commence on October 1, 2014 and shall expire on September 30,  
134 2017, unless this Agreement is otherwise earlier cancelled as provided herein, or unless extended  
135 by written agreement of the parties.  
136

#### 137 ARTICLE III. COMPENSATION 138

139 The Agency shall pay to the City, and the City shall accept from the Agency as full  
140 consideration for its services under this Agreement, the sums not to exceed those established by  
141 annual budget approval and adoption and included as Exhibit 1, for providing services described  
142 in Article I. A. and C. of this Agreement.

143 No other costs or expenses incurred by the City or on its behalf shall be chargeable to the  
144 Agency unless specifically authorized under this Agreement.  
145

#### 146 ARTICLE IV. PAYMENTS 147

148 On the first day of each month during the period of this Agreement the Agency shall pay  
149 the City the amount specified by annual fiscal spending plan and report included as Exhibit 1, for  
150 the services described in Article I. A. and C. of this Agreement.  
151

#### 152 ARTICLE V. CANCELLATION OF AGREEMENT 153

154 This Agreement is subject to cancellation by either party on thirty (30) days advance  
155 written notice to the other at its address as herein above specified. In the event of such  
156 cancellation and if the City claims it is entitled to compensation for the satisfactory performance  
157 of services provided, or for the implementation, construction or installation of public  
158 improvements, pursuant to the provisions of this Agreement to date of cancellation, it shall  
159 comply with Article IV. hereof.  
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#### 161 ARTICLE VI. RECORDS

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The City shall maintain such records and accounts including property, personnel and financial records as are necessary to assure a proper accounting for all funds paid to the City by the Agency pursuant to this Agreement, and such records shall be available for inspection by the Agency or its representatives at reasonable times and under reasonable conditions. All documents, including detailed reports, plans, brochures, publications, and all other related data, prepared or obtained by the City in conjunction with this Agreement are, and shall remain the property of the Agency.

ARTICLE VII. NON-ASSIGNABILITY

The City may not assign this Agreement without the prior written consent of the Agency.

ARTICLE VIII. MODIFICATION, AMENDMENT, EXTENSION

This Agreement may not be modified, amended or extended except in writing.

ARTICLE IX. HEADINGS

All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed at the place and on the day herein above first written.

ARTICLE X. EFFECTIVE

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law.

ADOPTED: September \_\_\_\_\_, 2016

TIME: \_\_\_\_\_ p.m.

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APPROVED: \_\_\_\_\_

Matt E. Dannheisser, Mayor

ATTEST:

\_\_\_\_\_  
Leslie Guyer, City Clerk or

Stephanie D. Lucas, City Clerk

PENDING LEGAL REVIEW

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PENDING LEGAL REVIEW

**RESOLUTION NO. 24-16**

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD APPROVING A PLAN FOR GULF BREEZE COMMUNITY REDEVELOPMENT AGENCY EXPENDITURES FOR FISCAL YEAR 2017.**

The Community Redevelopment Agency Board does hereby approve the following plan for expenditures to be made with CRA funds for Fiscal Year 2017.

Community Redevelopment Agency Budget  
October 1, 2016 through September 31, 2017

**REVENUE:**

County Contribution	\$ 637,413
Gulf Breeze City Contribution	<u>\$ 206,252</u>
Total Revenue	\$ 843,665

**EXPENDITURES:**

Professional and Contract Services	\$ 100,000
Other Contractual Services	\$ 95,000
Utilities	\$ 55,000
Street Lighting	\$ 20,000
Operating Expenses	\$ 2,500
Memberships & Ads	\$ 1,000
Cost Allocation Transfers	\$ 350,000
Cash to CRA Reserves	<u>\$ 220,165</u>
<b>Total Expense</b>	\$ 843,665

PASSED AND ADOPTED by the Community Redevelopment Board of the City of Gulf Breeze, Santa Rosa County, Florida, on the 7<sup>th</sup> day of September 2016.



Community Redevelopment Board

\_\_\_\_\_  
Matt E. Dannheisser, Mayor

ATTEST:

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



# City of Gulf Breeze

*OFFICE OF THE CITY CLERK*

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: September 23, 2016

Subject: Invoice Payment to Bryant Miller Olive P.A.

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On June 20, 2016 the City Council approved an engagement agreement with Bryant Miller Olive P.A., to assist with litigation involving the City's 1985 loan program.

We have received Invoice No. 63129 in the amount of \$11,678.03 for professional services provided in August, 2016. A copy of the invoice is attached for your review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES (GBFS) ON OCTOBER 3, 2016, TO APPROVE PAYMENT OF INVOICE NO. 63129 IN THE AMOUNT OF \$11,678.03 TO BRYANT MILLER OLIVE P.A.**

# Bryant Miller Olive



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

Invoice Date: September 14, 2016  
Invoice No. 63129  
Client No. 26511.007

For professional services rendered in connection with City of Gulf Breeze/Government Credit Corp.

Circuit Court of the First Judicial Circuit, Santa Rosa County, FL;  
Case No. 2016 CA 000489

## Statement of Legal Services

			Hours
08/01/2016	EWN	Email correspondence with counsel for U.S. Bank regarding joint defense agreement	0.50
08/02/2016	EWN	Telephone call with counsel for U.S. Bank regarding joint defense agreement, affirmative defenses, and issues of indemnification for damages and attorneys' fees incurred by U.S. Bank; review Indenture to determine existence of provisions for indemnification and attorneys' fees; email correspondence with the City regarding the same; follow up email correspondence with counsel for U.S. Bank regarding the same	2.30
08/02/2016	ASZ	Prepare correspondence to City representatives	0.10
08/04/2016	RIL	Travel to and attend meeting and interview regarding SLG program	3.50
08/08/2016	EWN	Email correspondence with counsel for U.S. Bank regarding affirmative defenses	0.30
08/09/2016	RIL	Prepare for conference call; reiew indenture for indemnity; conference call with E. Neiberger, A. Zimmet, J. Herring and working group (excluding Gulf Breeze), all regarding Trustee's request for fees and indemnity	1.50
08/09/2016	EWN	Prepare responses to discovery requests; telephone conference with E. Gray regarding the same; email correspondence with	5.80

Invoice Date: September 14, 2016  
 Invoice No. 63129  
 Client No. 26511.007

City of Gulf Breeze

counsel for U.S. Bank regarding request for agreement to indemnify for damages and attorneys' fees; review Indenture regarding the same

08/09/2016	ASZ	Conference with E. Neiberger, R. Lott and J. Herring	0.50
08/10/2016	NEA	Receive and review reply to affirmative defenses; receive and review file documents; receive and review amended response to answer	0.50
08/10/2016	ASZ	Review and revise answers to interrogatories; review correspondence of W. Dunaway; review and revise response to request for production ; review GCC's reply to the City's Affirmative Defenses and GCC's Answer to the City's Counterclaim; transmit Answer to City representatives; analyze written discovery to serve on GCC based on its Answer	1.40
08/11/2016	NEA	Prepare interrogatories and request for production to Plaintiff	2.50
08/11/2016	RIL	Review of answers of Gulf Breeze to plaintiff's first interrogatories to Gulf Breeze	1.40
08/11/2016	RIL	Review E. Gray's proposed answers to request for interrogatories	0.50
08/11/2016	RIL	Conference with working group regarding status of pleadings	0.80
08/11/2016	EWN	Prepare for and participate in telephone conference regarding U.S. Bank's request for indemnification and attorneys' fees; continue to prepare discovery responses; revise and edit draft discovery responses to reflect comments from City; review GCC's reply and answer to counterclaim	5.50
08/11/2016	ASZ	Prepare for and attend conference with City representatives; attention to issues to follow-up based on conference with City representatives	1.40
08/12/2016	NEA	Receive and review reply to U.S. Bank's defenses	0.10
08/12/2016	EWN	Review GCC's reply to U.S. Bank's answer; email correspondence with counsel for U.S. Bank regarding indemnification issue	0.30
08/13/2016	ASZ	Review GCC's reply to US Bank's affirmative defenses and transmit to City representatives	0.10
08/13/2016	ASZ	Review and revise request for production and interrogatories to GCC	0.40
08/15/2016	NEA	Revise, e-file and serve responses to discovery; correspondence to City Manager regarding verification page	0.90
08/15/2016	ASZ	Search file for prior correspondence of W. Dunaway	0.20
08/16/2016	EWN	Finalize and verified interrogatory responses; review PSA and prepare demand letter regarding attorneys' fees and expenses	2.50

	Invoice Date:	September 14, 2016
City of Gulf Breeze	Invoice No.	63129
	Client No.	26511.007

under the PSA; email correspondence with City regarding the same

08/16/2016	EWN	Finalize and serve interrogatory responses; prepare draft discovery requests to GCC; email correspondence with counsel for U.S. Bank	2.90	
08/16/2016	ASZ	Review and revise letter making demand for attorney's fees and correspondence to W. Dunaway	0.10	
08/17/2016	EWN	Review FAA and PSA for provisions on attorneys' fees; email correspondence with the City regarding the same; prepare demand letter for attorneys' fees to GCC	1.70	
08/18/2016	NEA	Revise and send letter to W. Dunaway	0.40	
08/18/2016	EWN	Telephone conference with counsel for U.S. Bank regarding indemnification and attorneys' fees issues	0.40	
08/18/2016	ASZ	Review correspondence from E. Eddy to GCC; review, execute and forward correspondence to W. Dunaway; conference with attorneys for Trustee; prepare correspondence to City representatives	0.70	
08/24/2016	NEA	Update Westlaw Case Notebook	0.50	
08/30/2016	EWN	Review letters from counsel for GCC regarding document production and settlement meeting	0.40	
08/30/2016	ASZ	Review correspondence from W. Dunaway to M. Alexander; review correspondence from W. Dunaway; prepare correspondence to client representatives	0.40	
08/31/2016	RIL	Review of City documents requested and review of interrogatories	0.30	
08/31/2016	EWN	Review City's responses to GCC's discovery requests; prepare email memorandum to the City regarding document production	2.00	
08/31/2016	ASZ	Review correspondence from W. Dunaway; prepare correspondence to client representatives; prepare correspondence to W. Dunaway; review correspondence from W. Dunaway	0.50	
<b>Current Services</b>			43.30	\$11,641.50
Total No Charge Hours			0.00	
Net Fees after Billing Adjustment				\$11,641.50

City of Gulf Breeze

Invoice Date: September 14, 2016  
Invoice No. 63129  
Client No. 26511.007

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Nancy E. Akins	4.90	\$135.00	\$661.50
Richard I. Lott	8.00	\$350.00	\$2,800.00
Elizabeth W. Neiberger	24.60	\$250.00	\$6,150.00
Alan S. Zimmet	5.80	\$350.00	\$2,030.00

Expenses Incurred

Conference calls	28.53
Duplication	8.00
Thru 08/31/2016	<u>\$36.53</u>

Payments

08/19/2016	Payment	Check 6293 Invoice 62713 & 62889	<u>23,414.62</u>
			23,414.62
	Total Current Work		<u>11,678.03</u>
	Previous Balance Due		0.00
	Balance Due		<u>\$11,678.03</u>

Please Reference Client Number On Checks And Wire Transfers

Mail Checks to:  
101 North Monroe Street, Suite 900  
Tallahassee, FL 32301

Send wire transfers to Capital City Bank, ABA #063100688  
for credit to Bryant Miller Olive, Account #2132834901

City of Gulf Breeze

Invoice Date: September 14, 2016  
Invoice No. 63129  
Client No. 26511.007

Thank you for your business

# Bryant Miller Olive P.A.

## Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value
<b>Component: CC</b>							
07/08/2016		26511.007/ City of Gulf Breeze City of Gulf Breeze / Government Credit Corp. Conference calls		CC	1.00	28.53	28.53
					<b>Component: CC</b>		28.53
<b>Component: Dup</b>							
08/15/2016		26511.007/ City of Gulf Breeze City of Gulf Breeze / Government Credit Corp. Duplication		Dup	7.00	0.25	1.75
08/15/2016		26511.007/ City of Gulf Breeze City of Gulf Breeze / Government Credit Corp. Duplication		Dup	2.00	0.25	0.50
08/15/2016		26511.007/ City of Gulf Breeze City of Gulf Breeze / Government Credit Corp. Duplication		Dup	7.00	0.25	1.75
08/15/2016		26511.007/ City of Gulf Breeze City of Gulf Breeze / Government Credit Corp. Duplication		Dup	16.00	0.25	4.00
					<b>Component: Dup</b>		8.00
					<b>Grand Total:</b>		<b>\$36.53</b>

# Conference Detail

Account #: 712141 Invoice #: 1743417268 Date: 07/31/2016

Owner: Zimmel, Alan

Conference	Date	Time	Attendees	Minutes	Total Charges
47875930	07/08/16	08:57 ET	3	418	\$28.53

Reserved By Alan Zimmel

Reservationless-Plus

Project Accounting Code: 265110007

Connect	Attendee	Call Number	Type	Minutes	Charge
<b>Resless-Plus Toll Free / USA</b>					
08:57 ET	eRes-Plus - 3054550127		R8/US	142	\$6.48
08:58 ET	eRes-Plus - 8132736677 LDR		R8/US	141	\$6.43
09:06 ET	eRes-Plus - 8509344046		R8/US	135	\$6.16
Hold Content		1 @ \$2.490			\$2.49
State & Local Taxes and Fees					\$6.97



# City of Gulf Breeze

## OFFICE OF THE CITY CLERK

### MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk 

Date: September 23, 2016

Subject: Community Redevelopment Agency Master Plan Amendments

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On February 28, 2014, the City approved amendments No 1 to the 2012 agreement with Vanasse Hangen Brustlin (VHB) that contained the following tasks:

1. Prepare amendments to the City's Comprehensive Plan
2. Prepare Land Development Code (LDC) amendments
3. Prepare amendments to the Community Redevelopment Area (CRA) Plan

The City Council met as the Board of Directors of the Community Redevelopment Agency on February 16, 2016 and approved proceeding with Task #3 CRA Master Plan Amendments, as revised, pursuant to Amendment No 1 of the contract between VHB and the City dated February 25, 2014.

We have received Invoice No. 226790 in the amount of \$2,520.00 for professional services through August 27, 2016.

The following actions have been taken:

- CRA Plan Update– Coordination call on August 12<sup>th</sup> to discuss next steps in regards to the draft Market Study
- Follow up with Samantha and Nathan on capital projects and plans

### **RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY ON MONDAY, OCTOBER 3, 2016 AND APPROVE PAYMENT OF INVOICE NO. 226790 IN THE AMOUNT OF \$2,520.00 TO VHB.**



# Invoice

Please remit to:  
**Vanasse Hangen Brustlin, Inc.**  
 101 Walnut Street, PO Box 9151 | Watertown, MA 02471  
 617.924.1770 F 617.924.2286

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

Invoice No: **0226790**  
 September 12, 2016  
 VHB Project No: 61691.01

<b>Invoice Total</b>	<b>\$2,520.00</b>
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Gulf Breeze Master Plan  
**Professional Services Thru August 27, 2016**

Task 00000 Reimbursables  
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Comp. Plan Amendments	53,000.00	100.00	53,000.00	53,000.00	0.00
LDC Amendments	58,000.00	100.00	58,000.00	58,000.00	0.00
CRA Plan/Master Plan	84,000.00	41.00	34,440.00	31,920.00	2,520.00
<b>Total Fee</b>	<b>195,000.00</b>		<b>145,440.00</b>	<b>142,920.00</b>	<b>2,520.00</b>
	<b>Total Fee</b>			<b>2,520.00</b>	
			<b>Total this Task</b>	<b>\$2,520.00</b>	
			<b>Total this Invoice</b>	<b>\$2,520.00</b>	

RECEIVED  
 SEP 16 2016  
 FINANCE OFFICE



101 Walnut Street  
P. O. Box 9151  
Watertown, MA 02471  
617-924-1770  
FAX 617-924-2286

*Vanasse Hangen Brustlin, Inc.*

**Invoice**

Billing Period thru 08/27/16

Project No.: 61691.01

Project Title: City of Gulf Breeze/Gulf Breeze Master Plan

- Coordination call with City to discuss next steps.
- Follow up on capital projects and plans.



# City of Gulf Breeze

*OFFICE OF THE CITY CLERK*

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: September 22, 2016

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

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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. 337471 in the amount of \$19,863.88 for professional services through August 31, 2016 from GJTBS. A copy of the invoice is attached for your review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICE NO. 337471 IN THE AMOUNT OF \$19,863.88 TO GALLOWAY/JOHNSON LAW FIRM. (GJTBS)**



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

September 20, 2016  
Client: FL8352  
Matter: 000003  
Invoice #: 337471  
Resp. Atty: BJZ  
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through August 31, 2016

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TOTAL SERVICES	\$19,398.00
TOTAL DISBURSEMENTS	\$465.88
<b>TOTAL CHARGES FOR THIS BILL</b>	<b><u>\$19,863.88</u></b>
TOTAL NOW DUE	\$19,863.88

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**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

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

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

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

September 20, 2016  
Client: FL8352  
Matter: 000003  
Invoice #: 337471  
Resp Atty: BJZ  
Page: 1

RE: Reese-Peters

For Professional Services Rendered Through August 31, 2016

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**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/01/2016	BJZ	Evaluate availability of Plaintiff attorney to testify on authenticity of documents in upcoming Hearing.	0.30	\$250.00	\$75.00
08/01/2016	BJZ	Receipt and review correspondence from M. Dannheisser regarding survey of condemnation property.	0.20	\$250.00	\$50.00
08/01/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding records for use at hearing on Motion for attorney fees.	0.20	\$250.00	\$50.00
08/01/2016	BJZ	Prepare detailed update to Mayor, City Manager, and City attorney regarding letter from Plaintiff attorney as having himself testify at hearing.	0.20	\$250.00	\$50.00
08/02/2016	BJZ	Prepare for meeting with city attorney and mayor regarding appellate issues.	0.30	\$250.00	\$75.00
08/02/2016	BJZ	Analyze potential sovereign immunity defenses to contempt claim.	0.70	\$250.00	\$175.00
08/02/2016	BJZ	Evaluate enforceability of Pollak injunction regarding necessary elements of same.	0.80	\$250.00	\$200.00
08/02/2016	BJZ	Receipt and review correspondence from B. Eddy regarding unavailable for hearing on motion for attorney fees.	0.10	\$250.00	\$25.00
08/02/2016	BJZ	Supplement 57.105 motion for sanctions regarding efforts to have claim dismissed.	0.40	\$250.00	\$100.00
08/02/2016	BJZ	Receipt and review correspondence from M. Stebbins regarding agenda for upcoming meeting.	0.20	\$250.00	\$50.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/02/2016	BJZ	Begin preparing for hearing on Plaintiff's motion for attorney fees.	0.70	\$250.00	\$175.00
08/02/2016	JFT	Supplement and finalize, Defendant's Motion for Sanctions and Attorney's Fees pursuant to Florida Statute § 57.105.	0.20	\$95.00	\$19.00
08/02/2016	JFT	Analyze all file material to identify attachments to be included in Defendant's Motion for Sanctions and Attorney's Fees pursuant to Florida Statute § 57.105.	0.20	\$95.00	\$19.00
08/02/2016	JFT	Analyze Plaintiffs' Notice of Hearing on 08/18/16 regarding detailed information in preparation for drafting Defendant's Cross-Notice of Hearing.	0.20	\$95.00	\$19.00
08/02/2016	JFT	Background search for contact information of news reporter for Gulf Breeze News who previously wrote news articles regarding Public Beach Access.	0.20	\$95.00	\$19.00
08/02/2016	JFT	Telephone call to resident, Lynette Dewberry, regarding availability to appear at hearing on 08/18/16.	0.40	\$95.00	\$38.00
08/02/2016	JFT	Analyze all file material regarding pertinent documents to be used by attorney at hearing on Plaintiffs' Motion for Attorney Fees on 08/18/16.	1.40	\$95.00	\$133.00
08/03/2016	BJZ	Attend meeting with city Attorney and City manager regarding strategy for case and potential appeal.	0.90	\$250.00	\$225.00
08/03/2016	BJZ	Additional investigation into necessitating recusal of Plaintiff attorney if attorney is needed to testify.	0.60	\$250.00	\$150.00
08/03/2016	BJZ	Evaluate whether Plaintiffs' notice of hearing on motion for attorneys is procedurally sufficient for contempt.	0.50	\$250.00	\$125.00
08/03/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding objection to 57.105 hearing.	0.10	\$250.00	\$25.00
08/03/2016	BJZ	Prepare detailed response to Plaintiff attorney regarding hearing on 57.105 motion.	0.40	\$250.00	\$100.00
08/03/2016	BJZ	Begin preparation of detailed case update for circulation to council.	0.70	\$250.00	\$175.00
08/03/2016	BJZ	Begin preparation of motion to disqualify Plaintiff attorney based on claim of testifying at upcoming hearing.	0.50	\$0.00	\$0.00
08/04/2016	BJZ	Prepare detailed correspondence to City Manager regarding actions taken by City in area related to signage.	0.30	\$250.00	\$75.00
08/04/2016	BJZ	Continued preparation of updated status report for council.	1.90	\$250.00	\$475.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/05/2016	BJZ	Evaluate Plaintiffs' claim of overdue discovery regarding automatic extension of time to respond under new rules of procedure.	0.40	\$250.00	\$100.00
08/05/2016	BJZ	Review potential appellate issues related to prior decisions by court.	0.70	\$250.00	\$175.00
08/05/2016	BJZ	Supplement updated report to city council regarding suggestions from city attorney.	0.90	\$250.00	\$225.00
08/08/2016	BJZ	Evaluate Plaintiffs' claim of compensatory civil contempt and scope of recoverable damages for same.	1.90	\$250.00	\$475.00
08/08/2016	BJZ	Receipt and review correspondence from city attorney regarding appeal issues and Plaintiffs' request for attorney fees.	0.10	\$250.00	\$25.00
08/08/2016	BJZ	Begin preparation of argument outline for Plaintiffs' motion to assert attorney fees.	0.90	\$250.00	\$225.00
08/08/2016	JFT	Draft Defendant's Notice of Cancellation of Hearing on Defendant's Response to Plaintiffs' Motion for Attorneys' Fees on 08/18/16.	0.20	\$95.00	\$19.00
08/09/2016	JFT	Analyze file pleadings in preparation for preparing detailed spreadsheet for attorneys use at upcoming hearing containing Notice of Hearings, Motions, Responses, Orders, and docket numbers dating back to date case was opened.	2.90	\$95.00	\$275.50
08/10/2016	JFT	Telephone call to Melanie Karmondy regarding appearing at hearing on 08/18 as a witness for the City.	0.40	\$95.00	\$38.00
08/10/2016	JFT	Draft Defendant's Notice of Cancellation of Hearing on 08/18/16 regarding Defendant's Motion for Sanctions and Attorney's Fees Pursuant to Florida Statute § 57.105,.	0.20	\$95.00	\$19.00
08/11/2016	BJZ	Receipt and review correspondence from city attorney regarding approval for appeal of case.	0.20	\$250.00	\$50.00
08/11/2016	JFT	Draft email to resident, Lynette Dewberry regarding status of hearing.	0.20	\$95.00	\$19.00
08/11/2016	JFT	Draft email to City regarding status of hearing.	0.10	\$95.00	\$9.50
08/11/2016	JFT	Draft email to Melanie Karmondy regarding her testimony in upcoming trial.	0.20	\$95.00	\$19.00
08/12/2016	BJZ	Receipt and review correspondence from Mayor regarding upcoming hearing.	0.10	\$250.00	\$25.00
08/12/2016	JFT	Receipt and review, email response from Lynette Dewberry regarding availability for hearing on 08/18.	0.10	\$95.00	\$9.50

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/12/2016	JFT	Draft email response to The City regarding hearing on 08/18.	0.10	\$95.00	\$9.50
08/12/2016	JFT	Continue analyzing all file pleadings in preparation for preparing detailed spreadsheet for attorneys use at upcoming hearing containing Notice of Hearings, Motions, Responses, Orders, and docket numbers dating back to date case was opened.	1.90	\$95.00	\$180.50
08/15/2016	BJZ	Telephone conference with newspaper reporter regarding prior statements by the city and potential testimony to rebut Plaintiff's claim of media campaign.	0.30	\$250.00	\$75.00
08/15/2016	BJZ	Telephone conference with R.Pulley regarding subpoena for testimony, expected areas of testimony, and preparation for hearing.	0.20	\$250.00	\$50.00
08/15/2016	BJZ	Telephone conference with M.Dannheisser regarding preparation for upcoming hearing on Plaintiffs' motion for attorney fees.	0.20	\$250.00	\$50.00
08/15/2016	BJZ	Continued preparation for upcoming hearing on Plaintiff's motion for attorney fees regarding prior actions by City and Plaintiffs.	1.40	\$250.00	\$350.00
08/15/2016	BJZ	Evaluate recent case decision on contempt power, standard, and burden of proof regarding preparation for hearing.	0.70	\$250.00	\$175.00
08/15/2016	BJZ	Evaluate potential motion to quash subpoenas on City employees regarding timeliness and lack of notice.	0.40	\$250.00	\$100.00
08/15/2016	BJZ	Receipt and review correspondence from B.Eddy regarding subpoena for hearing.	0.10	\$250.00	\$25.00
08/15/2016	BJZ	Prepare correspondence to Plaintiff attorney regarding unavailability of B.Eddy and suggestion for deposition to preserve testimony.	0.10	\$250.00	\$25.00
08/15/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding no plan to depose B.Eddy.	0.10	\$250.00	\$25.00
08/15/2016	BJZ	Review Plaintiffs' prior pleadings and court's orders regarding preparation for hearing on motion for attorney fees regarding legal arguments as to compliance with Court order.	0.90	\$250.00	\$225.00
08/15/2016	JFT	Continue analyzing all file pleadings in preparation for preparing detailed spreadsheet for attorneys use at upcoming hearing containing Notice of Hearings, Motions, Responses, Orders, and docket numbers dating back to date case was opened.	4.30	\$95.00	\$408.50

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/15/2016	JFT	Analyze file for pertinent information in preparation for drafting Affidavit of Melanie Kormondy.	0.20	\$95.00	\$19.00
08/15/2016	JFT	Draft Affidavit of Melanie Kormondy regarding media campaign.	0.40	\$95.00	\$38.00
08/16/2016	BJZ	Telephone conference from K.Bell regarding attorney handling appeal.	0.10	\$250.00	\$25.00
08/16/2016	BJZ	Receipt and review correspondence from city clerk regarding shade meeting.	0.10	\$250.00	\$25.00
08/16/2016	BJZ	Receipt and review Plaintiffs' supplemental memorandum of law regarding basis for imposition of attorney fees.	0.40	\$250.00	\$100.00
08/16/2016	BJZ	Evaluate cases cited by Plaintiff regarding legal support for conclusions.	1.90	\$250.00	\$475.00
08/16/2016	BJZ	Prepare draft affidavit for M.Kormondy regarding city's alleged media campaign.	0.40	\$250.00	\$100.00
08/16/2016	BJZ	Continued preparation for upcoming hearing on Plaintiffs' request for attorney fees regarding defenses to contempt claim.	0.90	\$250.00	\$225.00
08/16/2016	JFT	Continue analyzing all file pleadings in preparation for preparing detailed spreadsheet for attorneys use at upcoming hearing containing Notice of Hearings, Motions, Responses, Orders, and docket numbers dating back to date case was opened.	4.30	\$95.00	\$408.50
08/17/2016	BJZ	Receipt and review correspondence from city clerk regarding shade meeting.	0.10	\$250.00	\$25.00
08/17/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding discovery responses.	0.10	\$250.00	\$25.00
08/17/2016	BJZ	Prepare detailed response to Plaintiff attorney regarding discovery responses not due yet.	0.30	\$250.00	\$75.00
08/17/2016	BJZ	Continue preparation for upcoming hearing regarding review of Plaintiffs' prior testimony for use in cross examination, prior orders from the court, city's reliance on expert reports, and scope of injunction.	4.90	\$250.00	\$1,225.00
08/17/2016	BJZ	Preparation of hearing binders for judge's use at hearing on motion for attorney fees regarding pertinent documents, prior orders, and other exhibits supporting City's position.	0.40	\$250.00	\$100.00
08/17/2016	JFT	Receipt and review, email from Lynette Dewberry regarding additional information of hearing on 08/18/16.	0.10	\$95.00	\$9.50
08/17/2016	JFT	Draft email to Lynette Dewberry regarding additional information of hearing on 08/18/16.	0.10	\$95.00	\$9.50

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/17/2016	JFT	Receipt and review, Plaintiff's Notice of Filing Return of Service regarding Edwin Eddy and Ron Pulley.	0.10	\$95.00	\$9.50
08/18/2016	BJZ	Supplement affidavit of B.Eddy regarding admission of necessary documents for hearing on Plaintiff's motion for attorneys fees.	0.30	\$250.00	\$75.00
08/18/2016	BJZ	Prepare for hearing on Plaintiff's motion for attorney fees regarding arguments raised by Plaintiffs in supplemental memorandum.	3.40	\$250.00	\$850.00
08/18/2016	BJZ	Travel to Milton for hearing on Motion for attorney fees.	0.50	\$250.00	\$125.00
08/18/2016	BJZ	Attend hearing on Plaintiffs' Motion for Attorney Fees.	3.50	\$250.00	\$875.00
08/18/2016	BJZ	Return travel following hearing.	0.40	\$250.00	\$100.00
08/18/2016	BJZ	Prepare detailed update to Mayor, City Manager, and City Attorney regarding hearing on Motion for attorneys fees.	0.20	\$250.00	\$50.00
08/18/2016	JFT	Draft follow-up email to Melanie Kormondy regarding status of Affidavit.	0.10	\$95.00	\$9.50
08/18/2016	JFT	Telephone call to the City regarding Affidavit of Edwin Eddy for hearing.	0.20	\$95.00	\$19.00
08/18/2016	JFT	Draft Affidavit of Edwin Eddy for hearing.	0.60	\$95.00	\$57.00
08/18/2016	JFT	Analyze file material to identify exhibits to be included with Edwin Eddy's Affidavit.	0.80	\$95.00	\$76.00
08/18/2016	JFT	Receipt and review, email from City with attached Affidavit of Edwin Eddy.	0.10	\$95.00	\$9.50
08/18/2016	JFT	Draft email to opposing counsel with attached Affidavit of Edwin Eddy.	0.20	\$95.00	\$19.00
08/18/2016	JFT	Receipt and review, telephone call from Lynette Dewberry regarding courtroom for hearing.	0.20	\$95.00	\$19.00
08/18/2016	JFT	Draft Defendant Notice of Filing Affidavit of Edwin Eddy.	0.20	\$95.00	\$19.00
08/18/2016	JFT	Analysis of pleadings to identify documents necessary for attorney, in preparation for hearing on 08/18/16.	1.10	\$95.00	\$104.50
08/18/2016	JFT	Attend hearing with attorney regarding Plaintiff's Motion for Sanctions and Attorney's Fees.	3.50	\$95.00	\$332.50
08/19/2016	BJZ	Telephone conference with M.Dannheisser regarding hearing on Plaintiff's motion for attorneys fees.	0.20	\$250.00	\$50.00
08/19/2016	BJZ	Evaluate status of deed cancellation and process for same regarding judge's comments at hearing.	0.40	\$250.00	\$100.00

**SERVICES**

<b>Date</b>	<b>Person</b>	<b>Description of Services</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
08/19/2016	BJZ	Prepare notice of appeal.	0.60	\$250.00	\$150.00
08/19/2016	BJZ	Begin preparation of proposed order on motion for attorneys' fees.	1.60	\$250.00	\$400.00
08/19/2016	JFT	Receipt and review, Plaintiffs' Notice of Appearance of Kenneth Bell.	0.10	\$95.00	\$9.50
08/19/2016	JFT	Update file information sheet regarding Plaintiffs' Notice of Appearance of Kenneth Bell.	0.10	\$95.00	\$9.50
08/19/2016	JFT	Update Certificate of Service regarding Plaintiffs' Notice of Appearance of Kenneth Bell.	0.10	\$95.00	\$9.50
08/19/2016	JFT	Analyze file material to identify pertinent information in preparation for beginning draft of Defendant's Notice of Appeal.	0.20	\$95.00	\$19.00
08/19/2016	JFT	Begin drafting Defendant's Notice of Appeal.	0.90	\$95.00	\$85.50
08/19/2016	JFT	Analyze all exhibits from hearing on 08/18/16 to identify any exhibits to be included in Defendant's Notice of Appeal.	0.40	\$95.00	\$38.00
08/19/2016	JFT	Analyze all file material to identify pertinent exhibits to be included in Defendant's Notice of Appeal.	0.90	\$95.00	\$85.50
08/19/2016	JFT	Analyze appropriate steps in filing Appeal with Santa Rosa County Clerk and Florida District of Appeal.	0.20	\$95.00	\$19.00
08/19/2016	JFT	Open new appeal case with First District Court of Appeal and request funds necessary for any charges.	0.40	\$95.00	\$38.00
08/22/2016	JFT	Receipt and review, correspondence from Appellate Court regarding Docketing Statement.	0.10	\$95.00	\$9.50
08/22/2016	JFT	Receipt and review, correspondence from Appellate Court regarding Confirmation of Filing.	0.10	\$95.00	\$9.50
08/23/2016	BJZ	Telephone conference from M.Dannheisser regarding supplement brief in opposition to Plaintiffs motion for attorneys fees.	0.30	\$250.00	\$75.00
08/23/2016	JFT	Draft correspondence to First District of Appeal Court regarding attached check in the amount of \$300 to open new case regarding Defendant's Notice of Appeal.	0.20	\$95.00	\$19.00
08/24/2016	BJZ	Receipt and review trial transcripts for Plaintiffs and B.Eddy regarding use of testimony in proposed order on motion for attorney fees.	1.40	\$250.00	\$350.00
08/24/2016	BJZ	Receipt and review correspondence form M.Dannheisser regarding scope of injunction.	0.20	\$250.00	\$50.00

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
08/24/2016	BJZ	Continued preparation of proposed order on request for attorney fees regarding testimony of Plaintiffs.	2.20	\$250.00	\$550.00
08/24/2016	BJZ	Evaluate potential argument related to scope of injunction and basis for supplemental brief.	1.40	\$250.00	\$350.00
08/25/2016	BJZ	Receipt and review correspondence from Plaintiff attorney regarding discovery responses.	0.10	\$250.00	\$25.00
08/25/2016	JFT	Analyze all file material to obtain detailed information in preparation for drafting the City's responses to Plaintiffs' discovery requests.	0.20	\$95.00	\$19.00
08/25/2016	JFT	Draft, Defendant, City of Gulf Breeze's Responses to Plaintiffs' Request for Production.	0.80	\$95.00	\$76.00
08/25/2016	JFT	Draft, Defendant, City of Gulf Breeze's Answers to Plaintiffs' Third Set of Interrogatories.	0.90	\$95.00	\$85.50
08/26/2016	BJZ	Telephone conference from M.Stebbins regarding supplemental brief and upcoming shade meeting.	0.20	\$250.00	\$50.00
08/26/2016	BJZ	Prepare detailed response to City attorney regarding scope of judge's ruling as applicable to maintenance on right of way.	0.20	\$250.00	\$50.00
08/26/2016	BJZ	Prepare responses to plaintiffs discovery regarding raising appropriate objections.	0.40	\$250.00	\$100.00
08/26/2016	BJZ	Continued preparation of proposed order on motion for attorney fees regarding legal standard and necessary findings.	1.70	\$250.00	\$425.00
08/29/2016	BJZ	Preparation of proposed order on motion to tax attorney fees regarding background usage and lack of clear Order.	1.90	\$250.00	\$475.00
08/29/2016	BJZ	Review trial transcripts of Plaintiffs for language to use in proposed order.	0.90	\$250.00	\$225.00
08/30/2016	BJZ	Telephone Conference from city attorney regarding supplemental brief.	0.30	\$250.00	\$75.00
08/30/2016	BJZ	Continued preparation of proposed order on Motion for attorney fees regarding waiver, scope of injunction, and lack of intent.	2.90	\$250.00	\$725.00
08/30/2016	BJZ	Prepare supplemental brief on scope of injunction.	1.90	\$250.00	\$475.00
08/30/2016	BJZ	Evaluate relevant case decisions comparing denial of summary judgment as bar to later contempt claim for use in proposed order.	1.80	\$250.00	\$450.00
08/31/2016	BJZ	Receipt and review correspondence from citizen to city counsel member regarding concerns about continued litigation.	0.10	\$0.00	\$0.00

**SERVICES**

Date	Person	Description of Services	Hours	Rate	Amount
08/31/2016	BJZ	Receipt and review correspondence from city manager regarding online petition and questions regarding prior court decisions.	0.10	\$0.00	\$0.00
08/31/2016	BJZ	Continued preparation of supplemental brief on scope of contempt.	2.90	\$250.00	\$725.00
08/31/2016	BJZ	Evaluate recent case decision on interpretation of injunction and duty to clarify same.	1.80	\$250.00	\$450.00
08/31/2016	BJZ	Receipt and review correspondence from city attorney regarding revisions to supplemental brief.	0.10	\$250.00	\$25.00
08/31/2016	BJZ	Supplement docketing statement for appeal case.	0.30	\$250.00	\$75.00
08/31/2016	BJZ	Telephone Conference with city attorney regarding issues for inclusion in supplemental brief.	0.30	\$250.00	\$75.00
08/31/2016	BJZ	Revise supplemental brief regarding scope of injunction.	1.90	\$250.00	\$475.00
08/31/2016	JFT	Begin City of Gulf Breeze's Docketing Statement regarding First District of Appeal's Court.	1.20	\$95.00	\$114.00
08/31/2016	JFT	Analyze all file material to identify exhibits to be included in the City's Response to Plaintiff's Motion to Tax Attorney's Fees.	1.20	\$95.00	\$114.00
<b>Total Professional Services</b>			<b>99.00</b>		<b>\$19,398.00</b>

**PERSON RECAP**

Person	Hours	Rate	Amount
BJZ Benjamin J. Zimmern	0.70	\$0.00	\$0.00
BJZ Benjamin J. Zimmern	64.90	\$250.00	\$16,225.00
JFT Jamie F. Thurman	33.40	\$95.00	\$3,173.00

**DISBURSEMENTS**

Date	Description of Disbursements	Amount
08/02/2016	Thornton Process Service- Subpoena Fees- Papers Served Invoice#2016000543 NML	\$45.00
08/19/2016	Zimmern, Benjamin- Filing Fees- filing appeal	\$103.50
08/22/2016	1st District Court of Appeals- Court Fees- Cost for filing Appeal	\$300.00
08/30/2016	Legal Research westlaw	\$17.38



OFFICE OF THE CITY CLERK

MEMORANDUM

To: Edwin A. Eddy, City Manager  
From: Leslie Guyer, City Clerk *LG*  
Date: September 22, 2016

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

On January 4, 2016, the City Council decided to retain the law firm of Smolker, Bartlett, Loeb, Hinds and Sheppard to assist the City with certain eminent domain, environmental and regulatory taking issues. We have received the following invoices for professional services provided in August 2016:

Invoice No. 96486 \$23,830.15 – Regulatory taking by SRC of City-owned Tiger Point (expense to SSRUS)  
Invoice No. 96487 \$ 1,702.53 – Catawba Street Eminent Domain

A copy of each invoice is attached for your review.

**RECOMMENDATION:**  
THAT THE CITY COUNCIL APPROVE PAYMENT OF INVOICES 96486 AND 96487 FOR A TOTAL AMOUNT OF \$25,532.68 TO SMOLKER, BARTLETT, LOEB, HINDS AND SHEPPARD P.A.

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

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422



City of Gulf Breeze  
 Attention: Edwin "Buzz" Eddy  
 1070 Shoreline Dr.  
 Gulf Breeze, FL 32561

August 31, 2016  
 Invoice # 96486

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

**PROFESSIONAL SERVICES RENDERED**

Amount	Hrs/Rate	
250.00	1.00	Attend teleconference with Matt Dannheiser, Buz Eddy, Mike Stebins, Vernon Prather, James Anderson, Dave Hemphill and David Smolker regarding the conditional use modification hearing.
175.00	0.70	Analyze Santa Rosa County Development Services memorandum regarding City's application for conditional use modification, the Conditional Use Narrative, proposed and current Comprehensive Plan, Conditional Use conditions and revised proposed conditions, and other file materials to prepare for teleconference with clients and draft hearing index and skeleton hearing outline.
275.00	1.10	Draft Conditional Use Modification Hearing Index for Notebooks to give to County Commissioners detailing out all exhibits, affidavits, resumes and testimony of all witnesses.
475.00	1.90	Draft Conditional Use Modification Hearing skeleton outline for Buz Eddy, Vernon Prather, Jason Randle, Rick Delp, James Anderson, P.E., and Dave Hemphill.

Amount	Hrs/Rate	
25.00	0.10	Correspondence with Buz Eddy and Matt Danheiser regarding the Conditional Use Modification Hearing, the County's refusal to make a recommendation, and the County's upcoming BOCC meeting.
625.00	2.50	Review outline of presentation; conference with Clay Mathews; review various emails; application for Conditional Use modification; correspondence from County; conference call with client and engineers to plan hearing preparation
50.00	0.20	Conference with David Smolker regarding the Conditional Use Hearing Skeleton.
50.00	0.20	Correspondence to Buz Eddy, Vernon Prather, Matt Dannheiser, Mike Stebbins, and Rick Delp regarding the Conditional Use Hearing Skeleton.
50.00	0.20	Correspondence with Buz Eddy, Vernon Prather, Matt Dannheiser, Mike Stebbins, and Rick Delp regarding the resumes for Conditional Use Hearing notebook index, affidavits and skeleton.
350.00	1.40	Analyze correspondence, initial and recent Conditional Use Narratives, resumes and other file materials to incorporate analysis into drafting detailed Conditional Use Hearing Skeleton and Affidavits of Buz Eddy, James Anderson and Rick Delp.
975.00	3.90	Draft and revise detailed Conditional Use Hearing Skeleton.
450.00	1.80	Draft Affidavit of Edwin Eddy.
325.00	1.30	Draft Affidavit of James Anderson.

Amount	Hrs/Rate	
150.00	0.60	Draft Affidavit of Rick Delp.
150.00	0.60	Begin drafting Affidavits of Vernon Prather, Jason Randle and Dave Hemphill.
250.00	1.00	Conference with Clay Mathews regarding evidentiary presentation on unconstitutional conditions; review code regarding whether CU expired after 3 years; confirm exception for utility facilities; review latest evidentiary outline; conference with Clay Mathews regarding same
75.00	0.30	Teleconference with Jason Randle regarding the Conditional Use Hearing outline and affidavit.
50.00	0.20	Teleconference with Mike Stebbins regarding the Conditional Use Hearing outline and affidavits.
50.00	0.20	Conference with David Smolker regarding preparation for Conditional Use Hearing.
50.00	0.20	Correspondence with Buz Eddy regarding the Conditional Use Hearing outline.
50.00	0.20	Correspondence with Matt Dannheiser regarding the Conditional Use Hearing outline and hearing argument strategy.
50.00	0.20	Multiple emails with Mike Stebbins regarding the Conditional Use Hearing outline and affidavits.
50.00	0.20	Correspondence with Buz Eddy and Ric Delp regarding the capacity analysis report timeline.
50.00	0.20	Correspondence to Ric Delp and Dave Hemphill regarding the diagrams for the Conditional Use Hearing.

Amount	Hrs/Rate	
425.00	1.70	Draft and revise detailed Affidavit of James Anderson.
425.00	1.70	Draft and revise detailed Affidavit of Ric Delp.
225.00	0.90	Draft and revise Affidavit of Edwin Eddy.
175.00	0.70	Draft and revise Conditional Use Hearing outline skeleton.
300.00	1.20	Draft Affidavit of David Hemphill.
187.50	0.75	Conference with Clay Mathews regarding evidentiary outline and affidavits; review email from client and engineers regarding presentation
75.00	0.30	Teleconference with Jim Anderson regarding the Conditional Use Hearing outline, Conditional Use Narrative and affidavit.
25.00	0.10	Correspondence with Mike Stebins regarding the Conditional Use Hearing outline.
50.00	0.20	Correspondence with Jim Anderson regarding the Conditional Use Hearing outline and Conditional Use Narrative issues.
50.00	0.20	Correspondence with David Hemphill regarding the Conditional Use Hearing outline and affidavit.
50.00	0.20	Correspondence with Buz Eddy regarding the Conditional Use Hearing outline, affidavit and capacity analysis report and correspondence from the Department of Environmental Protection.
50.00	0.20	Correspondence with Jason Randell regarding the Conditional Use Hearing outline and affidavit.

Amount	Hrs/Rate	
50.00	0.20	Correspondence with Ric Delp regarding the Conditional Use Hearing outline and affidavit.
50.00	0.20	Analyze Capacity Analysis Report and related correspondence from the Department of Environmental Protection to incorporate analysis into drafting Affidavit of Edwin Eddy.
475.00	1.90	Draft and revise Affidavit of Dave Hemphill including his comments and changes.
425.00	1.70	Draft and revise Affidavit of Jason Randell.
450.00	1.80	Draft and revise Affidavit of James Anderson pursuant to additions to Conditional Use Hearing outline.
450.00	1.80	Draft and revise Affidavit of Ric Delp pursuant to additions to Conditional Use Hearing outline.
200.00	0.80	Draft and revise Affidavit of Buz Eddy pursuant to additions to Conditional Use Hearing outline.
50.00	0.20	Correspondence with Buz Eddy regarding the Capacity Analysis Report and expedited timeline to incorporate analysis into drafting his Affidavit.
50.00	0.20	Teleconference with Buz Eddy regarding the Capacity Analysis Report and expedited timeline to incorporate analysis into drafting his Affidavit.
50.00	0.20	Teleconference with Jason Randell regarding the frequency of complaints about the wastewater treatment facility to incorporate analysis into drafting affidavits.
50.00	0.20	Teleconference with Vernon Prather regarding the Conditional Use Hearing outline and his affidavit.

Amount	Hrs/Rate	Description
50.00	0.20	Correspondence with Vernon Prather regarding the history of the improvements to the plant and measures taken to mitigate impact of the plant over time to incorporate analysis into drafting his Affidavit.
50.00	0.20	Correspondence to Buz Eddy, Vernon Prather, Jim Anderson, Ric Delp, Jason Randell, Dave Hemphill, Matt Dannkaiser and Mike Stebbins regarding the Affidavits.
25.00	0.10	Correspondence with Jim Anderson and Ric Delp regarding the 2012 Conditional Use Narrative.
25.00	0.10	Correspondence with Buz Eddy regarding the Conditional Use Approval Letter.
50.00	0.20	Correspondence with Jim Anderson and Ric Delp regarding the addition of the planned road construction diagram to their Affidavits.
450.00	1.80	Draft Affidavit of Vernon Prather.
225.00	0.90	Gather and analyze all exhibits to be attached to Affidavits and included in the hearing notebooks including all correspondence, diagrams, conditional use narratives, conditional use applications, conditional use approvals and other file materials to prepare for hearing.
75.00	0.30	Draft and revise James Anderson and Ric Delp's Affidavit regarding the added road construction diagram.
75.00	0.30	Draft and revise Affidavit of Buz Eddy regarding the Capacity Analysis Report and expedited timeline to expand capacity.

Amount                      Hrs/Rate

8/7/2016 RCM	Correspondence from Ric Delp regarding his affidavit and photographs of plant vegetation.	0.10	250.00/hr	25.00
8/8/2016 RCM	Conference with David Smolker regarding the affidavits and hearing binders.	0.20	250.00/hr	50.00
RCM	Teleconference with Matt Dannheiser, Mike Stebbins, Vernon Prather, Buz Eddy, Jason Randell, Dave Hemphill, James Anderson and Ric Delp regarding the Conditional Use Modification Hearing.	0.90	250.00/hr	225.00
RCM	Revise and finalize Affidavit of Edwin Eddy.	0.60	250.00/hr	150.00
RCM	Revise and finalize Affidavit of Jason Randell.	0.50	250.00/hr	125.00
RCM	Revise and finalize Affidavit of Vernon Prather.	0.40	250.00/hr	100.00
RCM	Revise and finalize Affidavit of Ric Delp.	0.50	250.00/hr	125.00
RCM	Revise and finalize Affidavit of James Anderson.	0.50	250.00/hr	125.00
RCM	Revise and finalize Affidavit of Dave Hemphill.	0.60	250.00/hr	150.00
RCM	Draft and revise Hearing Binder Index.	0.40	250.00/hr	100.00
RCM	Correspondence to Matt Dannheiser, Mike Stebbins, Vernon Prather, Buz Eddy, Jason Randell, Dave Hemphill, James Anderson and Ric Delp regarding the teleconference to discuss the Conditional Use Modification Hearing.	0.10	250.00/hr	25.00

Amount	Hrs/Rate	
75.00	0.30	Correspondence to Matt Dannheiser, Mike Stebbins, Vernon Prather, Buz Eddy, Jason Randell, Dave Hemphill, James Anderson and Ric Delp regarding the finalized affidavits and hearing notebooks.
475.00	1.90	Draft and revise detailed Conditional Use Modification Hearing Outline pursuant to affidavit and affiant's comments.
25.00	0.10	Correspondence with Jason Randell regarding revisions to his Affidavit.
25.00	0.10	Correspondence with Jim Anderson regarding revisions to his Affidavit.
25.00	0.10	Correspondence to Matt Dannheiser, Mike Stebbins, Vernon Prather, Buz Eddy, Jason Randell, Dave Hemphill, James Anderson and Ric Delp regarding the Conditional Use Hearing Outline.
25.00	0.10	Correspondence with Vernon Prather regarding the savings statement in the Affidavit of Buz Eddy.
75.00	0.30	Determine exhibits to feature in hearing notebooks and use as demonstrative aids for the hearing.
150.00	0.60	Gather and analyze all exhibits, including correspondence, diagrams, photographs, to prepare for inclusion in notebooks to give to County Commissioners for the Conditional Use Modification Hearing.
187.50	0.75	Review hearing notebook; conference with Clay Mathews regarding additional items and exhibits
375.00	1.50	Review latest revised hearing notebooks and draft affidavits; conference call with client regarding hearing presentation and strategy

Amount	Hrs/Rate	
50.00	0.20	250.00/hr Correspondence with Jason Randell regarding his Affidavit and the outline.
75.00	0.30	250.00/hr Correspondence with Ric Delp regarding the cost estimate for the plant at the Bergen Road site.
75.00	0.30	250.00/hr Correspondence with Buz Eddy and Matt Dannheiser regarding the cost estimate for the plant at the Bergen Road site and related representations in Buz Eddy's Affidavit.
50.00	0.20	250.00/hr Correspondence with Ric Delp regarding his Affidavit.
50.00	0.20	250.00/hr Correspondence with Matt Dannheiser regarding the use of the Conditional Use Hearing Outline and additional items to be discussed in the opening statement.
50.00	0.20	250.00/hr Teleconference and correspondence with Buz Eddy regarding the cost estimate of the plant at Bergen Road, his affidavit and issues regarding the geographic location of a central plant.
50.00	0.20	250.00/hr Analyze correspondence from the Holley-Navarre Water System to the County Commissioners and determine whether inclusion is necessary.
50.00	0.20	250.00/hr Correspondence with Buz Eddy regarding the correspondence from Holley-Navarre Water System to the County Commissioners and whether its inclusion in his affidavit is necessary.
50.00	0.20	250.00/hr Correspondence with Jim Anderson regarding his Affidavit.
25.00	0.10	250.00/hr Correspondence with Dave Hemphill regarding his Affidavit.

Amount	Hrs/Rate	
50.00	0.20	Conferences with David Smolker regarding Conditional Use hearing notebooks and materials, the notebook index, demonstrative aids, the Bergen Road cost estimate and the Holley-Navarre letter to prepare for Conditional Use Modification Hearing.
75.00	0.30	Revise and finalize Hearing Notebook Index.
100.00	0.40	Revise and finalize Conditional Use Hearing Outline.
75.00	0.30	Correspondence to Ric Delp and Jim Anderson regarding diagrams and photographs to be used as demonstrative aids for the Conditional Use Modification Hearing.
975.00	3.90	Gather, analyze and finalize all notebooks and materials to be sent to client and to be hand-delivered to the County Commissioners at the Conditional Use Modification Hearing.
50.00	0.20	Correspondence to Matt Dannheiser, Mike Stebbins, Vernon Prather, Buz Eddy, Jason Randell, Dave Hemphill, James Anderson and Ric Delp regarding the notebooks and hearing materials.
540.00	3.60	Compile 12 Hearing binders for 8/11/16 and the red well for the witnesses with their affidavits and exhibits.
750.00	5.00	Compile documents for hearing and made binders for David Smolker to attend hearing.
375.00	1.50	Review latest draft of outline of testimony; conference with Clay Mathews regarding same; review exhibits for hearing; conference with Clay Mathews regarding same

Amount	Hrs/Rate	
62.50	0.25	Review hearing agenda package and staff report
25.00	0.10	Teleconference with David Smolker regarding whether sufficient notice of the hearing has been circulated pursuant to Florida Sunshine laws.
1,875.00	7.50	Travel to Pensacola; meet with client and engineers to prepare for rehearing; prepare for hearing
2,750.00	11.00	Prepare for and conduct hearing before Santa Rosa County Board of County Commissioners; return to Tampa
NO CHARGE	1.00	Lunch with client and consultants
50.00	0.20	Correspondence with Matt Dannheiser regarding drafting and proposing an order on the Conditional Use Modification Hearing.
50.00	0.20	Teleconference with Roy Andrews regarding proposing an order on the Conditional Use Modification Hearing.
50.00	0.20	Correspondence to Matt Dannheiser and Mike Stebins regarding correspondence with Roy Andrews and proposing an order on the Conditional Use Modification Hearing.
300.00	1.20	Draft proposed Order Granting the City of Gulf Breeze's Request to Revise Conditions of Conditional Use.
100.00	0.40	Draft and revise proposed Order Granting City of Gulf Breeze's Revisions to Conditional Use.

Amount	Hrs/Rate	
25.00	0.10	Conference with David Smolker regarding the proposed Order Granting City of Gulf Breeze's Revisions to Conditional Use.
25.00	0.10	Correspondence to Matt Dannheiser and Mike Stebins regarding the proposed Order Granting City of Gulf Breeze's Revisions to Conditional Use.
50.00	0.20	Correspondence to County Attorney regarding the proposed Order Granting the City's of Gulf Breeze's Request to Revise Terms of Conditional Use Permit.
125.00	0.50	Review emails from Matt Dannheisser; conference with Clay Mathews regarding drafting order granting modification of conditional use; review draft of order; revise same
25.00	0.10	Correspondence from County Attorney regarding the proposed Order.
25.00	0.10	Analyze correspondence from Santa Rosa County regarding the approval of the Conditional Use revision request.
25.00	0.10	Review order granting Conditional Use Permit Revision
<u>222,127.50</u>	<u>92.95</u>	For professional services rendered
Additional Charges :		
199.59		8/9/2016 Travel to -Pensacola for Hearing. Hampton Inn & Suites. David Smolker
84.79		Travel to -Pensacola for Hearing. Rentalcars.com. DS
826.20		Travel to -Pensacola for hearing. Silver Airways. David Smolker
9.00		Photocopies

Amount

37.00

8.75

7.00

5.00

10.25

40.26

199.59

167.69

84.76

8.33

14.44

\$1,702.65

\$23,830.15

\$17,539.91 \*

8/9/2016 Photocopies

Photocopies

Photocopies

Photocopies

Photocopies

8/10/2016 Meals while traveling to meeting in Pensacola, FL David Smolker Shux Oyster Bar-Dinner

Travel to -Gulf Breeze for meeting. Hampton Inn Suites. David Smolker

8/23/2016 Federal Express Invoice # 5-522-16127 - City of Gulf Breeze - Edwin "Buz" Eddy - Gulf Breeze, FL - 8.9.16

8/24/2016 Travel to -Alamo Rental Car - David Smolker. Meeting

8/30/2016 Conference Call -Level 3 Communications, LLC Invoice 9035326724. City of Gulf Breeze on 8/1/16

Conference Call -Level 3 Communications, LLC Invoice 9035326724 on 8/8/16

Total costs

Total amount of this bill

Previous balance

8/10/2016 Credit-24137 Fees and cost were to be billed to 24138 as per David Smolker

after the bill went out to client

8/11/2016 24137 Gulf Breeze. Write off Interest. Thank You.  
8/11/2016 Payment - 24137 Gulf Breeze Tiger Point. Thank you

Total payments and adjustments

(\$7,623.20)

(\$6,420.14)

(\$57.15)

(\$1,145.91)

Balance due

23,830.15

\$33,746.86

Amount

User Summary

Name	Hours	Rate	Amount
Clay Mathews	56.00	250.00	\$14,000.00
David Smolker - Attorney	27.35	250.00	\$6,837.50
David Smolker - Attorney	1.00	0.00	\$0.00
Maggie E. Carpenter	3.60	150.00	\$540.00
Randy J. Garcia	5.00	150.00	\$750.00

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

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

All previous invoices have been paid as of 9-12-16

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

100 NORTH TAMPA STREET

SUITE 2050

TAMPA, FL 33602

(813) 223-3888

Fax: (813) 228-6422



August 31, 2016

Invoice # 96487

City of Gulf Breeze  
 Attention: Edwin "Buzz" Eddy  
 1070 Shoreline Dr.  
 Gulf Breeze, FL 32561

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

**PROFESSIONAL SERVICES RENDERED**

Amount	Hrs/Rate	Description
75.00	0.30	Multiple emails with Mike Tidwell regarding the title search.
75.00	0.30	Prepare for and attend teleconference with Mike Tidwell regarding the title search.
50.00	0.20	Correspondence with Mike Tidwell and Matt Dannheiser regarding the title search and the history of the ownership and encumbrances to the property.
25.00	0.10	Correspondence from Mike Stebbins regarding the eminent domain Petition and suggested changes and questions.
62.50	0.25	Conference with Clay Mathews regarding need for title search
25.00	0.10	Correspondence with Mike Stebbins regarding his comments and revisions on the Petition.
75.00	0.30	Analyze Mike Stebbins' revisions and comments regarding the Petition and determine responses to potential issues.

	Hrs/Rate	Amount
8/3/2016 RCM	0.20	50.00
Draft and revise Petition pursuant to Mike Stebbins' comments and revisions.		
RCM	0.30	75.00
Analyze Florida Statutes regarding presuit negotiations and service requirements to incorporate analysis into revising the Petition.		
RCM	0.20	50.00
Teleconference with Mike Stebbins regarding the Petition.		
8/8/2016 RCM	0.10	25.00
Correspondence to Mike Tidwell regarding the title search.		
8/9/2016 RCM	0.10	25.00
Correspondence with Matt Dannheiser, Mike Stebbins and Mike Tidwell regarding the title search.		
8/12/2016 RCM	0.10	25.00
Correspondence with Mike Tidwell regarding the title search.		
RCM	0.10	25.00
Correspondence to Mike Stebbins and Matt Dannheiser regarding the title search.		
8/17/2016 RCM	0.10	25.00
Correspondence to Mike Tidwell regarding the title search.		
8/18/2016 RCM	0.10	25.00
Correspondence to Matt Dannheiser and Mike Stebbins regarding the title search.		
8/19/2016 DS	0.25	62.50
Conference with Clay Mathews regarding title issues		
8/22/2016 RCM	0.10	25.00
Correspondence with Mike Tidwell regarding the title search.		
8/23/2016 RCM	0.10	25.00
Correspondence with Mike Tidwell, Matt Dannheiser and Mike Stebbins regarding the title search.		
RCM	1.10	275.00
Analyze title search documents provided by Mike Tidwell including the detailed title search analysis, all warranty deeds, mortgage documents, ordinances, covenants and restrictions and other official records to		

Amount	Hrs/Rate	
50.00	0.20	determine title issues for filing eminent domain petition.
50.00	0.20	Correspondence with Matt Dannheiser regarding title search issues.
50.00	0.20	Conference with David Smolker regarding title search issues.
125.00	0.50	RCM Analyze title search documents, plats, correspondence and other file materials to determine all historical title issues with subject property.
25.00	0.10	RCM Correspondence with Mike Tidwell regarding the title search issues.
50.00	0.20	8/25/2016 RCM Correspondence with Matt Dannheiser and Mike Stebbins regarding the title search issues.
50.00	0.20	RCM Teleconference with Mike Tidwell regarding the title search issues.
50.00	0.20	RCM Correspondence with Mike Tidwell regarding additional information for the title search.
25.00	0.10	8/26/2016 RCM Correspondence from Mike Tidwell regarding the revised title search.
25.00	0.10	8/31/2016 RCM Correspondence with Mike Tidwell regarding the revised title search report.
	6.20	For professional services rendered
<u>150.00</u>		

Additional Charges :

8/3/2016 Online research - For the Month of August 2016 2.53

8/22/2016 Residential Title Search Report. Anderson Reese. Attorneys' Title Fund Services 150.00  
 Invoice 770247012

Total costs

\$152.53  
Amount

Total amount of this bill

\$1,702.53

Previous balance

\$9,902.07

8/11/2016 Payment - 24138 Gulf Breeze Catawba Street. Thank you

(\$6,646.09)

Total payments and adjustments

(\$6,646.09)

Balance due

*4,702.53*

\$4,958.51

User Summary

Name	Hours	Rate	Amount
Clay Mathews	5.70	250.00	\$1,425.00
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.

Previous balance of Client funds

\$5,000.00

New balance of Client funds

\$5,000.00



# City of Gulf Breeze

*OFFICE OF THE CITY CLERK*

MEMORANDUM

To: Edwin A. Eddy, City Manager

From: Leslie Guyer, City Clerk *LG*

Date: September 22, 2016

Subject: Invoice Payment to Jenner & Block LLP

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On June 20, 2016 the City Council approved an engagement agreement with Jenner & Block LLP, to assist with possible litigation involving the SLGS program for investments.

We have received Invoice No. 9372084 in the amount of \$50,445.16 for professional services provided in August 2016. A copy of the invoice is attached for your review.

**RECOMMENDATION:**

**THAT THE CITY COUNCIL MEET AS THE BOARD OF DIRECTORS OF GULF BREEZE FINANCIAL SERVICES (GBFS) ON OCTOBER 3, 2016, TO APPROVE PAYMENT OF INVOICE NO. 9372084 IN THE AMOUNT OF \$50,445.16 TO JENNER & BLOCK LLP.**

LAW OFFICES  
**JENNER & BLOCK LLP**

353 N. Clark Street  
CHICAGO, ILLINOIS 60654-3456  
(312) 222-9350

CLIENT NUMBER: 56365  
MATTER NUMBER: 10004

CITY OF GULF BREEZE, FL AS SPONSOR  
1070 SHORELINE DRIVE  
GULF BREEZE, FL 32561



SEPTEMBER 15, 2016  
INVOICE # 9372084

**DOJ INVESTIGATION RE: SLGS**

FOR PROFESSIONAL SERVICES RENDERED THROUGH AUGUST 31, 2016:	\$ 54,349.00
LESS 10% FEE DISCOUNT	<u>\$ -5,434.90</u>
FEE SUB-TOTAL	\$ 48,914.10
DISBURSEMENTS	<u>\$ 1,531.06</u>
TOTAL INVOICE	\$ 50,445.16

LAW OFFICES  
**JENNER & BLOCK LLP**  
353 N. Clark Street  
CHICAGO, ILLINOIS 60654-3456  
(312) 222-9350

CITY OF GULF BREEZE, FL AS SPONSOR  
1070 SHORELINE DRIVE  
GULF BREEZE, FL 32561

INVOICE # 9372084

CLIENT NUMBER: 56365

SEPTEMBER 15, 2016

FOR PROFESSIONAL SERVICES RENDERED  
THROUGH AUGUST 31, 2016:

DOJ INVESTIGATION RE: SLGS

MATTER NUMBER - 10004

8/01/16	DMG	.40	Reviewed email from T. Perrelli re advice of counsel issues, prepared material for call with T. Perrelli.	320.00
8/01/16	TXP	1.90	Drafted email re trip to Gulf Breeze; reviewed materials to prepare for trip to Gulf Breeze.	2,280.00
8/01/16	NWT	.80	Conference with E. Loeb re tolling agreement; edited write up re statute of limitations issues and potential impact of tolling agreement.	468.00
8/01/16	EML	1.00	Conducted additional research for statute of limitations issue and edited memorandum to reflect research; discussed same with N. Tarasen and reviewed updated draft memorandum; shared memorandum with T. Perrelli.	695.00
8/02/16	DMG	.70	Teleconferenced with T. Perrelli re DOJ investigation; followed up re same.	560.00
8/02/16	TXP	1.90	Reviewed memo on statute of limitations, prior regulations and other materials; phone call with D. Greenwald re privilege issues.	2,280.00
8/02/16	NWT	2.30	Reviewed documents re potential obligation for ongoing legal opinions; edited and updated outline re: list of pending factual issues; collected and reviewed 1996 notice of proposed rulemaking and 1997 final rulemaking re SLGS.	1,345.50
8/02/16	EML	1.40	Reviewed new and existing documents client shared with Jenner; discussed open questions with N. Tarasen; discussed outstanding issues and upcoming travel with T. Perrelli.	973.00
8/03/16	TXP	5.00	Reviewed materials to prepare for meetings; travel to Gulf Breeze.	6,000.00

ALL PAYMENTS DUE WITHIN 30 DAYS OF INVOICE

Federal Identification No. 36-2192554

LAW OFFICES  
**JENNER & BLOCK LLP**  
353 N. Clark Street  
CHICAGO, ILLINOIS 60654-3456  
(312) 222-9350

8/03/16	NWT	.50	Revised outline of outstanding factual issues per E. Loeb request.	292.50
8/03/16	EML	8.40	Finalized interview outline for visit to Gulf Breeze; reviewed regulatory documents related to SLGS program; traveled with T. Perrelli to Gulf Breeze, Florida.	5,838.00
8/04/16	TXP	10.00	Reviewed materials to prepare for meeting; met with Gulf Breeze personnel; discussed same with E. Loeb; travel from Gulf Breeze.	12,000.00
8/04/16	NWT	1.30	Researched statute of limitations re federal common law causes of action; drafted informal memo re same.	760.50
8/04/16	EML	12.00	Attended meetings with client and T. Perrelli in Gulf Breeze; traveled back to Washington, DC.	8,340.00
8/05/16	NWT	.70	Conference with T. Perrelli and E. Loeb re interviews.	409.50
8/05/16	EML	.30	Updated N. Tarasen re outcome of interviews with clients and open questions; discussed next steps with T. Perrelli.	208.50
8/08/16	EML	2.70	Prepared interview memoranda and task lists re trip to Gulf Breeze.	1,876.50
8/09/16	EML	.60	Continued drafting interview memoranda re trip to Gulf Breeze.	417.00
8/11/16	EML	.70	Continued work on interview memoranda and reviewed new documents from client.	486.50
8/12/16	EML	1.90	Drafted and revised interview memoranda.	1,320.50
8/15/16	TXP	.30	Email with J. Majors re tolling agreement; reviewed draft agreement.	360.00
8/16/16	EML	2.00	Reviewed municipal workshop documents shared by client with Jenner.	1,390.00
8/17/16	NWT	1.40	Edited draft tolling agreement; prepared for and attended conference with R. Bell re history of SLGS program.	819.00

LAW OFFICES  
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 353 N. Clark Street  
 CHICAGO, ILLINOIS 60654-3456  
 (312) 222-9350

8/17/16	EML	1.90	Finished reviewing workshop documents and emailed T. Perrelli and N. Tarasen re same; scheduled call and updated E. Gray on matter and received permission to reach out to bond attorney; exchanged drafts of proposed tolling agreement with N. Tarasen and shared same with T. Perrelli; discussed SLGS program with R. Bell, former counsel to Gulf Breeze, and N. Tarasen.	1,320.50
8/18/16	TXP	.20	Reviewed revisions to FOIA request; email with B. Fay re same.	240.00
8/18/16	EML	.60	Reviewed and edited draft FOIA request to Department of Treasury shared by Pepper Hamilton counsel under common interest privilege; exchanged draft of same with N. Tarasen and sent draft of same to T. Perrelli with analysis of document and strategic considerations.	417.00
8/19/16	TXP	.30	Reviewed revised tolling agreement.	360.00
8/21/16	EML	.20	Shared updated drafts of tolling agreement with T. Perrelli; provided edits to draft FOIA request to Pepper Hamilton counsel.	139.00
8/23/16	TXP	.50	Reviewed/revised draft tolling agreement and email re same.	600.00
8/26/16	TXP	.50	Phone call with J. Majors re tolling issues; reviewed agreement for same.	600.00
8/26/16	EML	.20	Reviewed correspondence related to matter, including setting up time to discuss potential Treasury FOIA request with Pepper Hamilton attorneys; discussed tolling agreement and FOIA request with T. Perrelli.	139.00
8/29/16	NWT	.80	Prepared for and attended call with R. Fay (Pepper Hamilton) re FOIA request.	468.00
8/29/16	EML	.90	Discussed draft FOIA request with Pepper Hamilton attorney representing Echo/EFS with N. Tarasen and discussed same with N. Tarasen; drafted and sent email to T. Perrelli documenting contents of call; shared draft of same with N. Tarasen and incorporated N. Tarasen edits.	625.50
		64.30	PROFESSIONAL SERVICES	\$ 54,349.00
LESS 10% FEE DISCOUNT				\$ -5,434.90
FEE SUB-TOTAL				\$ 48,914.10

**DISBURSEMENTS**

8/02/16	B&W Copy	7.70
8/03/16	B&W Copy	1.32
8/18/16	Travel, EMILY M. LOEB, 08/18/2016 ; Pensacola, FL; 08/03/2016-08/04/2016; Airfare; Lodging; Meals; Taxi/Car service	1,176.63
8/31/16	Westlaw Research	345.41
	<b>TOTAL DISBURSEMENTS</b>	<b>\$ 1,531.06</b>

INVOICE TOTAL \$ 50,445.16

**SUMMARY OF PROFESSIONAL SERVICES**

<b>NAME</b>	<b>HOURS</b>	<b>RATE</b>	<b>TOTAL</b>
THOMAS J. PERRELLI	20.60	1,200.00	24,720.00
DAVID M. GREENWALD	1.10	800.00	880.00
EMILY M. LOEB	34.80	695.00	24,186.00
NICHOLAS W. TARASEN	7.80	585.00	4,563.00
<b>TOTAL</b>	<b>64.30</b>		<b>\$ 54,349.00</b>