



# TEMPLE TERRACE

*Amazing City. Since 1925.*

## CITY COUNCIL MEETING

TEMPLE TERRACE, FLORIDA

May 2, 2017

6:00 PM

City Hall, Council Chambers

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### AGENDA

Call to order

Pledge of allegiance to the flag.

Invocation.

**1. Recognitions, Proclamations, Presentations and Board Appointments:**

NOTE: A fifteen-minute time limit will be imposed on ALL presentations.

- A. Terrace Community Middle School - State of the School Presentation
- B. FOCUS Academy - State of the School Presentation

**2. Minutes of Previous Meetings:**

- A. Approval of April 18, 2017 City Council Meeting

**3. Persons Wishing to be Heard on Items NOT Listed on the Agenda or Items on the Consent Agenda:**

NOTE: A three-minute time limit will be imposed on ALL comments from the public, regardless of the subject matter. Individual members of the public who are present in the audience may designate in writing a representative spokesperson to speak on their behalf and thereby relinquish their time to that spokesperson. Thereafter, they may not be heard on the agenda item for which designation was made. The representative spokesperson shall be allowed to speak for one (1) minute for each such designation up to a maximum of ten (10) minutes. Appropriate dress when appearing before the Mayor and City Council is appreciated. Please turn off your cell phone before approaching the podium.

**4. Communications and Petitions:**

**5. Consent Agenda:**

**6. Public Hearings, Ordinances, and Resolutions:**

A. First Reading of an Ordinance Amending Section 8-167 Entitled CONDEMNATION  
**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 8 OF THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES ENTITLED "BUILDINGS AND FIRE PREVENTION", ARTICLE VI, ENTITLED "UNSAFE STRUCTURES," FOR THE PURPOSE OF AMENDING SECTION 8-167 ENTITLED "CONDEMNATION" TO CLARIFY THE SUPERIORITY OF LIENS CREATED PURSUANT TO SECTION 8-167, PROVIDE FOR ACCRUAL OF INTEREST AND FORECLOSURE OF SUCH LIENS, PROVIDING A SEVERABILITY CLAUSE, EFFECTIVE DATE, AUTHORITY TO CODIFY AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

B. Resolution Approving a Real Estate Services Agreement between the City and Cushman Wakefield ,Inc.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE REAL ESTATE SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND CUSHMAN & WAKEFIELD OF FLORIDA, INC. PERTAINING TO A REQUEST FOR QUALIFICATIONS, AUTHORIZING EXECUTION AND PROVIDING AN EFFECTIVE DATE.**

7. **Council Business:**

A. Revised Fourth of July Parade Application & Rules

8. **New Business:**

A. Comparative Analysis of Legal Representation

9. **City Manager's Report:**

**Adjournment.**

The Temple Terrace City Council meets the first and third Tuesday of each month and the meetings held at City Hall are broadcast "live" on Bright House Networks Channel 641 and Verizon Channel 39, beginning at 6:00 p.m. A rebroadcast of the latest meeting (or a taped version of the meeting if held at locations other than City Hall) can be seen on Wednesday and Friday at 2:00 p.m. and on Monday and Thursday at 7:00 p.m. Please be advised that there may be a scheduling delay in the rebroadcast of meetings held in locations other than City Hall, such as the Lightfoot Center, to allow time for the camera footage to be reformatted for broadcast.

The City of Temple Terrace may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Council meetings can be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.

Persons who wish to appeal any decision made by the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no

later than 5:00 p.m. two days prior to the meeting.



**AGENDA ITEM # 1.A.**

**Requirements:**

**Costs:** \$

**Appropriation Code:**

5/2/2017

**M E M O R A N D U M**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:** Charles W. Stephenson, City Manager

**FROM:** Nichole Sauer, Legislative Administrative Assistant III

**RE:** Terrace Community Middle School - State of the School Presentation

**Recommendation:**

**Discussion:**

Council Member Cheri Donohue is the liaison to the School Support Committee and through her coordination efforts, each school that is supported by the Temple Terrace School Support Committee has been asked to present a "state of the school" before City Council.

**Strategic Connections:**

**PRESENTER:**

Principal Tahvia Shaw



**AGENDA ITEM # 1.B.**

**Requirements:**

**Costs:** \$

**Appropriation Code:**

5/2/2017

**M E M O R A N D U M**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:** Charles W. Stephenson, City Manager

**FROM:** Nichole Sauer, Legislative Administrative Assistant III

**RE:** FOCUS Academy - State of the School Presentation

**Recommendation:**

**Discussion:**

Council Member Cheri Donohue is the liaison to the School Support Committee and through her coordination efforts, each school that is supported by the Temple Terrace School Support committee has been asked to present a "state of the school" before City Council.

**Strategic Connections:**

**PRESENTER:**

Director of Operations Josephine Isenbergh and Clinical Director Loretta Gallo-Lopez

**CITY OF TEMPLE TERRACE, FLORIDA  
MAYOR AND CITY COUNCIL  
MINUTES**

**Regular Meeting  
Tuesday, April 18, 2017  
Council Chambers, City Hall**

Having been duly advertised as required by law, the regular meeting of the Mayor and City Council of the City of Temple Terrace, Florida, was held on Tuesday, April 18, 2017 in the Council Chambers at City Hall.

**PRESENT WERE:** Mayor Kim D. Leinbach, and Council Members Robert M. Boss, Frank M. Chillura, Cheri Donohue, David Pogorilich, and Andrew R. Ross, City Manager Charles Stephenson, City Clerk Cheryl A. Mooney, and City Attorney Mark Connolly.

**ALSO PRESENT WERE:** Public Information Officer Michael Dunn, Deputy Police Chief Bernie Seeley, Assistant Fire Chief Shane Samon, IT Director Bob Keel, Community Development Director Amir Anisi, Redevelopment Director Marty Hudson, Deputy Public Works Director Ray LeBlanc, Deputy Director of Water and Sewer Nate Hale, Human Resources Director Janet Bledsoe, Code Compliance Director Joe Damien, Leisure Services Director Karl Langefeld, Jonathan Rushnak, Ellen Snelling, and several other persons.

There being a quorum present, Mayor Leinbach called the meeting to order at 6:00 p.m., after which he led the Pledge of Allegiance to the flag, and offered a brief invocation.

**1. Recognitions, Proclamations, Presentations and Board Appointments:**

**A. Vision Zero Presentation – Paint Saves Lives**

Gena Torres, MPO Executive Director Planner, said there have been workshops in developing the Vision Zero action plan which builds off of all of the great work that local people are doing. Vision Zero is trying to reduce traffic fatalities. Vision Zero is a movement that gets the entire community involved. The action plan focuses on four areas – *consistent and fair* (enforcement), *one message many voices* (outreach to develop strategies to talk about issues and problems), *the future will not be like the past* (changing design standards to make it safer on the roadways), and *paint saves lives*. Ms. Torres said there is another workshop on April 25, 2017 at the Temple Terrace Presbyterian Church at 420 Bullard Parkway to demonstrate paint saves lives. Half of the workshop will be an exercise that will make it safer for bicycles and walkers. One of the ideas was to paint the bike lane green in a non-toxic temporary paint that washes away. The outside lane will be narrowed by a half a foot to make the bike lane wider. The painting will occur from 9:00 to 10:00 a.m. followed by a review of the draft action plan.

**2. Minutes of Previous Meetings:**

Council Member Ross said he believes the language on page ten should be changed to reflect that he stated that the City is not in a good financial position. The City Clerk said she would make this change.

Upon motion of Council Member Pogorilich, seconded by Council Member Donohue, and unanimously carried, the **MINUTES** of the April 4, 2017 City Council Meeting were **APPROVED** as presented.

**3. Persons Wishing to be Heard on Items NOT Listed on the Agenda or Items on the Consent Agenda:**

Annette Renny, 9512 Woodland Ridge Drive, said she was shocked by Council Member Chillura's comments during the Redevelopment Agency Meeting about the price on the listing on Loop.net. She asked if this would have to come before Council and the citizens before it is put out on the street. If she takes a listing it has to be signed and all the details written. She asked how this gets out. This makes the City look crazy. The redevelopment has to go on and on and now it is in another phase. The City is making gross mistakes. The City needs to look at this, control it, and make sure it is right especially when putting a listing in. Council Member Chillura is correct – you do not disclose a price.

Annamarie Nichter, 904 Druid Hills Road, offered a kudos to the Water Department and the Billing Department for their assistance. She did not have her water bill read for four months. She worked with Irma Celleri in Billing and someone from the Water Department that replaced her water meter twice. The staff that assisted her was very professional and worked with her. She received her water bill and was pleasantly surprised that it did not include a huge impact. The City of Temple Terrace staff was very good to work with.

4. **Communications and Petitions:** None.
5. **Consent Agenda:** None.
6. **Public Hearings, Ordinances, and Resolutions:** None.
7. **Council Business:**

**A. Resolution Opposing the Adoption of Legislation Infringing on Home Rule**

The City Manager said there was some discussion about the actions of the current legislature imposing a threat to Home Rule. City Council directed staff to draft a resolution for adoption to be delivered to the governor and the legislature opposing any proposed bills that threaten the City's Home Rule. Last week he crafted a letter that went out immediately.

Mayor Leinbach said he attended that he attended the six-month Tampa Hillsborough Economic Development Corporation meeting today for a couple of hours. It has not gone unnoticed by large corporations what is happening in Florida. He heard one company representative state that there were 38 areas their company is looking at across the nation and it wouldn't take much for this company to go elsewhere with the apparent attitude and actions of this legislature. He can't emphasize the need for Council to stand our ground and maintain the City's Home Rule as well as economic incentives that the City needs.

Upon motion by Council Member Ross, seconded by Council Member Donohue, **RESOLUTION NO. 46-17** was **ADOPTED** opposing the adoption of Legislation infringing on Home Rule. Vote on the motion being: Council Members Boss, Chillura, Donohue, Pogorilich, and Ross voting "aye," no "nay."

Council Member Donohue thanked Leisure Services Director Karl Langefeld for his department's assistance. Two days before the Art en Blanc event, two trees fell in Woodmont Park and a work crew immediately cleaned up the area to make sure it was safe. This was very important and greatly appreciated.

Council Member Pogorilich asked where the City was with the RFP for looking into in-house Counsel versus the City's present arrangement.

The City Manager said this item would be brought to Council at its May 2, 2017 meeting.

Council Member Ross asked if the City Manager was going to provide an update on the condemnation hearing that took place yesterday. The City Manager answered in the affirmative.

Council Member Ross asked if Council could get a status update on the Amnesty Program.

Code Compliance Director Joe Damien said he has received 8-10 applications so far. He will be meeting Thursday to go over all the applications that have come in. There has been some interest generated from the program with a lot of feedback. There were a couple of situations where property owners have purchased property that unknowingly acquired a \$200,000 lien. The new owner who purchased the 113<sup>th</sup> Avenue and 64<sup>th</sup> Street property has already repaired the property except for some painting. He will provide more details at the next Council meeting.

Council Member Donohue stated she sent a message to the City Manager this afternoon regarding an ongoing issue on Hibiscus Drive. She asked how to set up a meeting with the neighbors and the police department. This involved a pack of dogs and a renter who appears to be abusing the rental code.

The City Manager said he would set up a meeting and address the issue. City staff has not witnessed the dogs loose. He will meet with the homeowners again.

Council Member Donohue asked about the status of Mr. Woodall and the pond.

The City Manager responded that he shared a letter with Council last week that went out to the four residents. He received certified mailings back from three of them. The City has not received any of the information it requested in its letter. He will follow up and try his best to resolve this matter. He needs four residents to agree to this.

Council Member Donohue said this started 12 years ago. This group of residents had a pond that they were maintaining it. The residents agreed that the City could take over the pond because SWFWMD indicated that that was required. She understands that there are complications. If the City's customers are its citizens then somehow the City needs to make this happen, so that these residents are happy.

Mayor Leinbach said he has spoken to some of the parties and it is not as simple as someone being gone. Overall, at least 75% of these residents are very happy. If necessary, the City Manager could meet with the property owners on site.

## **8. New Business:**

### **A. Permit Application and Rules for the Fourth of July Celebration Event**

The City Manager explained the attached application and rules is the result of last year's Fourth of July Parade that provided some unexpected participants. Those participants were described at a Council meeting as bothersome. In response to that surprise, Council, at the time, asked staff to address this matter prior to the Fourth

of July for 2017. To avoid further embarrassing moments a new application and set of rules was crafted to provide a mechanism to monitor people that want to participate in the parade. Participants will need to stick to the theme and the spirit. The application requires that the applicants explain in detail their entry so it can be determined if the participants comply with the intent of the parade. The application will be reviewed by a committee of three including the Chamber of Commerce, City staff that helps stage participants of the parade, and the City Manager to determine if the applicants meet the criteria.

Ellen Snelling, 521 Lantern Circle, said she enjoys the parade. The last two years there was a float with a ten-foot blunt that really bothered her. As the City Manager stated the parade should include things related to the Fourth of July that are patriotic. Other parades have specific guidelines and a float with an illegal drug with smoke coming out of it is not her idea of Independence Day.

Council Member Donohue said she read the new regulations and believes the City needs to be careful it doesn't go down a slippery slope. The Fourth of July celebration is about our freedoms and represents all of us, meaning free speech. Cigarettes cannot be advertised on television and she feels that anything being smoked should not be allowed. However, she would like Council to review these new regulations carefully. There is a section that states that entries that are determined to be solely for political or social views or commercial advertisement purposes shall not be allowed to participate. Approximately 75% of our parade is composed of businesses that could include red bunting around their float to get it approved. She believes that section is more cumbersome than it needs to be. She believes the rules should be simplified to include supporting family values and a fun family event. The regulations cannot be used for political, religious, social, or targeting special interest groups. Last year the marijuana group was trying to get the residents to vote (campaigning). While it is a good idea to have regulations, the City needs to be very careful that this document isn't too restrictive and cause problems for the City.

Council Member Pogorilich agreed but believes it is an easy fix to change "shall" to "may" and the last sentence that the parade committee reserves the right to prohibit entry into the parade to any applicant. He suggested adding the Mayor to the review committee. He believes the review committee needs to have the last say.

Council Member Ross asked if the Chamber of Commerce has been a part of the process.

The City Manager said he met with the Chamber of Commerce last week for their comments.

Council Member Ross stated he wants to make sure the language is as clean as it can be. While there is a first amendment right, that right is not absolute. There are restrictions on your right of freedom of expression and you cannot yell fire in a theater. It is not the City's intent of restricting protected speech. This is a family themed event and there should be restrictions on this small town parade. He is in favor of the intent of having regulations.

Council Member Boss agreed. This stemmed out of one float with a smoking blunt which regardless of a bill that was passed by an amendment earlier this year is still federally illegal. He believes the regulations just need a few revisions. He agrees that the final decision should be made by the committee.

Council agreed that this should be redirected back to staff for some further revisions and review by the City Attorney and the Chamber of Commerce.

The City Attorney stated that the language “does not meet these requirements” out of the regulations would open up the door to a so-called “unfettered discretion.” He recommended leaving that language in the regulations so that there are standards by which the committee has to apply the applications to. He can work with the City Manager and the Chamber of Commerce to clarify and hone the regulations for the Fourth of July Celebration event.

**9. City Manager’s Report:**

The City Manager reminded Council of a Town Hall meeting on Thursday from 7:00 – 9:00 p.m. at the Orange River Estate Clubhouse. There was a request that came into the Public Information Officer yesterday to work with one of the instructor’s at USF that teaches sign language and incorporate some of their students into some of the Council meetings. He asked if Council was willing to have that audience. If so, the City Manager will try to accommodate those students. Council was on board with this program. The City Manager will provide Council know more about the sign language program.

The City Attorney said there was a condemnation hearing before the City’s Special Magistrate Richard McIntyre yesterday. Mr. Urbanczyk did not appear at the condemnation hearing. The City presented its case including documents and certain testimony to establish that the criteria in the Code for condemnation do in fact exist. Mr. McIntyre will be entering an order upholding the condemnation order sometime later this week or next week. At that point in time, Mr. Urbanczyk will have 30 days to appeal that decision to the Circuit Court. If Mr. Urbanczyk doesn’t appeal, then the order becomes final and the City can proceed to execute on the order. Under the City’s condemnation Code if the property owner fails to demolish the building official may take whatever action is reasonably necessary, including obtaining quotes, and recommending to the City Council the hiring of a contractor to demolish the structure at the expense of the property owner. He expects this is something that will come before Council as an agenda item in the near future.

Council Member Pogorilich said this is the second appeal that Mr. Urbanczyk didn’t show up for. The City Attorney responded in the affirmative.

Council Member Pogorilich said Mr. Urbanczyk will probably appeal again. He asked if there was a point in which Mr. Urbanczyk would have to pay the City’s legal fees, etc.

The City Attorney said Mr. Urbanczyk’s appeal to the Circuit Court is something that he questions whether he would file. Mr. Urbanczyk is homeless and has a \$2.5 million tax lien as well as very large Code Enforcement liens. The condemnation Code was not drafted with a mechanism that provided for the prevailing party attorney’s fees in it. If Mr. Urbanczyk decides to file another appeal, it would be to the local 13<sup>th</sup> Judicial Circuit Court.

Council Member Pogorilich asked what would be next.

The City Attorney said that Mr. Urbanczyk could technically appeal the decision of the 2<sup>nd</sup> District Court of Appeals. This process stops, in the judicial system, in procedural due process when you are taking away someone’s property rights. The City’s process is no different than other jurisdictions and it is set up so that it is difficult for a municipality to tear down someone’s home. If it is not a question that deals with a particular issue, it wouldn’t make its way to the Supreme Court it would stop with the 2<sup>nd</sup> District Court of Appeals. If Mr. Urbanczyk appealed to the Circuit Court, the City would push to get a hearing before the Circuit Court Judge as

quickly as it can and could likely get that within 60 days or so. Once you get to an appeal to the 2nd District Court of Appeals, the time period is much longer and appeals can last for months.

Council Member Ross asked if Bank of America has a right to protest the demolition.

The City Attorney said Bank of America does receive notice of these actions. Staff has regularly communicated with Bank of America to advise them of both the condemnation and the appeal and the date of the hearing on the appeal. A couple business days before the hearing before the Special Magistrate, the City Attorney received correspondence back from Bank of America advising that they would not be attending the appeal hearing and understood that the City could proceed forward to take action on the property including demolishing the structure.

The City Attorney said that he has a ruling from the 2nd District Court of Appeals in the City's favor in the matter involving Mr. Holland. He filed a motion for attorney's fees and before he goes forward with that he is obtaining information from the IRS, which has a tax lien on Mr. Holland's properties. The City Attorney will be asking for a shade meeting in the not too distant future to discuss attempting to resolve this matter on all grounds.

There being no further business to be considered, upon proper motion, the meeting was adjourned at approximately 6:53 p.m.

Kim D. Leinbach  
Mayor

Robert M. Boss, Vice Mayor

Frank M. Chillura, Council Member

Cheri S. Donohue, Council Member

Attest:

David A. Pogorilich, Council Member

Cheryl A. Mooney  
City Clerk

Andrew R. Ross, Council Member



**AGENDA ITEM # 6.A.**

**Requirements:**

**Costs:** \$

**Appropriation Code:**

5/2/2017

**MEMORANDUM**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:**

**FROM:** Charles W. Stephenson, City Manager

**RE:** Ordinance Amending Code of Ordinance, Section 8-167 Entitled "CONDEMNATION"

**Recommendation:**

To approve the Ordinance amending Section 8-167 entitled "Condemnation" on first reading and schedule the public hearing and second reading of this ordinance for the May 16, 2017 City Council meeting.

**Discussion:**

Attached for your review and consideration is an Ordinance amending Section 8-167 of the City's Code of Ordinances entitled "Condemnation" to clarify the superiority of liens resulting from condemnation procedures. Specifically the revision is addressed in Section 8-167 (i) (3), *Imposition of Lien*, and would add verbiage to clarify that the City's liens created pursuant to this section are superior to all liens encumbering the property except liens resulting from taxes as follows: "*Liens created pursuant to Section 8-167 of the Code of Ordinances shall be superior to all other liens encumbering the property except taxes. Recorded liens shall accrue interest at the rate of 6% per annum, and shall be enforceable, if unsatisfied after the expiration of one year from the date of recording the lien, by foreclosure in the appropriate court in and for Hillsborough County, Florida.*"

**Strategic Connections:**

**PRESENTER:**

Charles W. Stephenson, City Manager

**ATTACHMENTS:**

**Description**

Ordinance

**Type**

Ordinance

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF TEMPLE TERRACE, FLORIDA, AMENDING CHAPTER 8 OF THE CITY OF TEMPLE TERRACE CODE OF ORDINANCES ENTITLED “BUILDINGS AND FIRE PREVENTION”, ARTICLE VI, ENTITLED “UNSAFE STRUCTURES,” FOR THE PURPOSE OF AMENDING SECTION 8-167 ENTITLED “CONDEMNATION” TO CLARIFY THE SUPERIORITY OF LIENS CREATED PURSUANT TO SECTION 8-167, PROVIDE FOR ACCRUAL OF INTEREST AND FORECLOSURE OF SUCH LIENS, PROVIDING A SEVERABILITY CLAUSE, EFFECTIVE DATE, AUTHORITY TO CODIFY AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

**WHEREAS**, Chapter 8 of the City of Temple Terrace Code of Ordinances (“Code”) establishes regulations with respect to the construction, maintenance and condemnation of commercial and residential structures and property, fire prevention and fire safety, and rental housing regulations; and

**WHEREAS**, in April 2014 the City Council of the City of Temple Terrace, Florida, adopted Ordinance No. 1356 which comprehensively amended regulations relating to, among other things, condemnation of commercial and residential structures; and

**WHEREAS**, costs for work performed by the City taking action in furtherance of Ordinance No. 1356, including but not limited to demolishing structures may become a lien on the subject property; and

**WHEREAS**, taking action in furtherance of Ordinance No. 1356 is necessary to protect the health, safety and welfare of the residents of the City of Temple Terrace and benefits the owner of the property that is the subject of condemnation proceedings pursuant to Ordinance No. 1356 by abating nuisances that exist on the property; and

**WHEREAS**, because the City incurs costs abating nuisances to enforce Ordinance No. 1356 and the due to the benefits resulting from those costs, the City Council finds that liens created pursuant to Ordinance No. 1356 should be superior to all others except taxes; and

**WHEREAS**, City Council further finds that liens created pursuant to Ordinance No. 1356 should bear interest at the rate of 6% per annum until paid in full, and should be enforceable through foreclosure actions upon the expiration of one (1) year from the filing of the lien.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TEMPLE TERRACE FLORIDA:**

**Section 1.** The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein and made a specific part of this Ordinance upon adoption hereof.

**Section 2.** Chapter 8, Article VI, entitled “Unsafe Structures,” Section 8-167 of the Code of Ordinances, City of Temple Terrace, Florida, entitled “Condemnation” is hereby amended to read as set forth in Exhibit “A” attached hereto and incorporated herein by reference, with new verbiage shown underlined.

**Section 3.** If any part of this Ordinance is declared invalid by a court of competent jurisdiction, such part or parts shall be severable, and the remaining part or parts hereof shall continue to be in full force and effect.

**Section 4.** The provisions of this Ordinance shall become and be made a part of the Temple Terrace Code of Ordinances, and the sections of the City of Temple Terrace Code of Ordinances may be renumbered to accomplish this end.

**Section 5.** All ordinances or parts of ordinances not specifically in conflict herewith are hereby continued in full force and effect, but all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 6.** This ordinance shall take effect immediately upon its adoption.

**PASSED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.**

**APPROVED BY THE MAYOR THIS \_\_\_ DAY OF \_\_\_\_\_, 2017.**

(CORPORATE SEAL)

\_\_\_\_\_  
**KIM D. LEINBACH, MAYOR**

**ATTEST:**

**CHERYL A. MOONEY  
CITY CLERK**

**APPROVED AS TO FORM & CONTENT:**

**MARK CONNOLLY  
CITY ATTORNEY**

## EXHIBIT A

### Sec. 8-167. - Condemnation.

- (a) *Authority.* The building official shall have authority to condemn and placard any structure applying the standards set forth in subsections (c) and (d) of this section, when it is determined that a structure is unsafe, unfit, or unsanitary for human occupation or dangerous to other persons or property, and, except as set forth herein, to issue orders requiring the property owner to abate, demolish, secure, and/or repair the condemned structure within a fixed period of time, and to take such other and further actions as provided for herein.
- (b) *Inspection of structure.* To the extent permitted by law, the building official shall inspect those structures which in his sole but reasonable determination may be unsafe, unfit, or unsanitary for human occupation or dangerous to other persons or property and which are within the jurisdiction of the city. Whenever reasonably practicable, such inspections shall be conducted by the building official and the housing official jointly, and may include such other city employees as deemed appropriate.
- (c) *Standard for determining whether a structure is unsafe, unfit, or unsanitary for human occupation or dangerous to other persons or property.* The following structures may be found unsafe, unfit, or unsanitary for human occupation or dangerous to other persons or property:
  - (1) Structures that are structurally unsafe or unstable, including, but not limited to structures found to have the following:
    - a. Interior walls or other vertical structural members which list, lean or buckle to such an extent that a plumb line passing through the center of gravity falls outside the middle third of its base.
    - b. Supporting members show a thirty-three (33) percent or more of damage or deterioration, or nonsupporting walls or coverings which show a fifty (50) percent or more damage or deterioration.
    - c. Floors and roofs which have improperly distributed loads, which are overloaded, or which have insufficient strength to be reasonably safe for the intended use.
  - (2) Structures that are unsanitary.
  - (3) Structures that constitute a fire hazard;
  - (4) Structures that are unsuitable or improper for the use or occupancy to which they are put causing a hazardous or unsafe condition;
  - (5) Structures that constitute a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment;
  - (6) Structures that are dangerous to life or property; or,
  - (7) Structures that are in violation of the city's housing code, fire protection and prevention code, or construction code.
- (d) *Criteria to demolish.* Whenever the building official determines that a structure poses a serious threat to the public health, safety and welfare of the community, or is damaged, deteriorated or defective to such an extent that the cost of restoration or repair thereof, as determined by the building official, will exceed fifty (50) percent of the market value of the subject structure to be demolished, less the land value upon which such structure is located, as determined by the most current information available from the Hillsborough County Property Appraiser, the building official may order the demolition or removal of the structure pursuant to the procedures set forth herein.
- (e) *Condemnation order.* The building official may placard the structure and order the structure to be evacuated or closed to occupancy at any time after inspecting the structure and determining the structure is unsafe, unfit, or unsanitary for human occupancy or dangerous to other persons or property. Upon making the determination that the structure is unsafe, unfit, or unsanitary for human

occupancy or dangerous to other persons or property, the building official shall (i) have a placard affixed to or otherwise posted at the structure to identify the structure as condemned, and (ii) issue a condemnation order, which shall require the owner, within a fixed period of time, to perform one or more of the following actions: vacate, abate, secure, repair and/or demolish the subject structure(s). The condemnation order shall be affixed to or posted at the structure in the same manner as the placard and a copy of the condemnation order shall also be provided to the property owner in the manner set forth in F.S. § 162.12(1), with copies of the condemnation order also being sent in the same manner to the tenants, if any, and other parties known by the city to have an interest in the structure. For the purposes of this section, interested parties shall mean any person or entity who has previously requested real property ad valorem notices with respect to the subject property in accordance with F.S. § 197.344.

- (1) *Form of condemnation order.* At a minimum, the condemnation order shall:
  - a. Identify the location/address of the structure being condemned;
  - b. Provide the date(s) of the inspection(s) of the structure and the date of condemnation;
  - c. Describe the factual basis for the determination that the structure is unfit, unsafe or unsanitary for human occupation or dangerous to other persons or property;
  - d. Reference this section of the city code;
  - e. Provide the penalty for not complying with the condemnation order;
  - f. Order the property owner to take one or more of the following actions within a fixed period of time as appropriate for each required action: vacate, secure, abate, repair and/or demolish the structure;
  - g. Notify the property owner of the right to appeal the condemnation order, the time within which a notice of appeal must be filed to avoid waiver of appellate rights, and the location where a notice of appeal may be filed; and
  - h. Include the signature of building official or the duly authorized representative.
- (2) *Form of condemnation placard.* At a minimum, the placard affixed to or posted at the structure shall contain the following information:
  - a. City seal;
  - b. Location/address of structure being condemned;
  - c. The word "CONDEMNED";
  - d. Reference to this section of the city code, and setting forth the penalty for not complying with the condemnation order;
  - e. Date of condemnation; and
  - f. Signature of building official, or the duly authorized representative.
- (3) *Finality of condemnation order.* All orders of the building official will become final either by failure to timely file an appeal as set forth under section 8-168 of the city code; or, if a timely appeal is filed with the condemnation appeals magistrate, thirty (30) days from the entry of a ruling by the condemnation appeals magistrate; or, if a timely appeal from the condemnation appeals magistrate is made to a court of competent jurisdiction, thirty (30) days from the entry of the court's order.
  - a. Failure to vacate, abate repair or secure. If the condemnation order is final, and the property owner has failed to timely vacate, abate, repair or secure the structure as required in the condemnation order, the building official may take whatever action is reasonably necessary, including, but not limited to, obtaining quotes and recommending to the city council the hiring of a contractor to abate, repair or secure the structure at the expense of the property owner.

- b. Failure to demolish. If the condemnation order is final, and the property owner has failed to timely demolish the structure as required in the condemnation order, the building official may take whatever action is reasonably necessary, including obtaining quotes and recommending to the city council the hiring of a contractor to demolish the structure, at the expense of the property owner.
- (f) *Emergency orders.* If, after inspecting the structure, the building official determines there is imminent danger of failure or collapse of such structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by occupation of the structure, or when there is actual or toxic fumes, gases, materials, or the operation of defective or dangerous equipment, or when there exist unsanitary conditions which endanger the health or life of the occupant therein, or when there exists any other hazardous condition that is so unsafe as to imminently endanger life, limb, health, or property, the building official is authorized and empowered to issue emergency orders requiring the occupants to vacate the premises immediately, or as soon as deemed necessary, and directing immediate correction of the dangerous condition, which may include demolition of the structure. Whenever reasonably practicable, the determination that an imminent danger exists shall be made jointly by the building official and the housing official. Emergency orders shall, at a minimum, contain the information required for condemnation orders.
- (1) *Notice of emergency order.* In addition to posting the emergency order at the structure in the same manner as the placard, the emergency order shall be provided to the property owner in the manner set forth in F.S. § 162.12(1), with copies of the emergency order also being sent in the same manner to the tenants, if any, and other parties known by the city to have an interest in the structure. In addition, a copy of the emergency order shall be provided to the property owner by any expedient means available, including but not limited to facsimile, or email if such contact information for the property owner is known to the city.
  - (2) *Temporary safeguards.* If immediate action is required to address an imminent danger threatening the safety of the public, the building official may enter the structure with such assistance as may be necessary, either using city forces or an independent contractor, and order work to be done to temporarily eliminate the imminent danger at the expense of the owner, occupant, operator, or other party interested. This work may include, but is not limited to, securing the structure, partial demolition, termination of utility services, and any other work necessary to temporarily eliminate the imminent danger or to ensure public safety. If the circumstances do not permit the hearing of an appeal before the city takes emergency abatement or curative actions, the owner, occupant, operator or other party having an interest in the structure shall have a right to an appeal hearing before the condemnation appeals magistrate as soon as practicable.
  - (3) *Fire suppression activities.* Subsection (f) of this section shall not (i) apply to any fire suppression activities the fire chief or the city fire department deems, in its judgment, to be reasonably necessary to address imminent fire danger threatening the safety of the public, or (ii) be interpreted to restrict or otherwise impair the fire chief or the city fire department's ability to engage in fire suppression activities the fire chief or the city fire department deems, in its judgment, to be reasonably necessary to address imminent fire danger threatening the safety of the public.
- (g) *Failure to comply with orders.* The failure of any person to comply with an order issued by the building official within the time designated in the order shall be an offense. Each day any such violation shall continue shall constitute a separate offense for which enforcement actions under chapter 1, article II of this Code may proceed. Any unauthorized person removing, defacing or mutilating any such notice, order or placard issued or posted pursuant to this section shall be deemed to be in violation of the code.
- (h) *Authority to modify or rescind orders.* If the property owner, tenant, or other person having an interest in the property establishes extenuating circumstances, the building official, exercising reasonable discretion, is authorized to rescind or modify any order previously issued or extend the time for compliance with any order issued.

- (i) *Billing of costs; imposition of lien.* If the property owner fails to comply with an order issued by the building official and the city incurs expenses to (i) secure the structure, (ii) abate or correct the condition or situation that is the subject of the order, or (iii) demolish the structure, the city shall bill the property owner for all costs incurred by the city (collectively referred to as the "abatement costs"). For purposes of this subsection, the city shall be entitled to recover all costs associated with the repairing, securing, demolishing, or otherwise abating or correcting the conditions that were the subject of the building official's orders. All bills shall be immediately due and payable, and are considered delinquent if not paid within fifteen (15) days of the billing date.
- (1) Notice of intent to lien unpaid bills. At the time of billing, the city will provide notice to the property owner that the city will impose a lien against the subject property if the abatement costs are not paid within fifteen (15) calendar days. The notice shall be provided in the manner set forth in F.S. § 162.12(1), and shall include, at a minimum:
- a. A copy of the city's bill for abatement costs;
  - b. A copy of the proposed lien signed by the building official setting forth the total amount of the city's bill for abatement costs;
  - c. The property owner's right to file a written challenge to the abatement costs with the condemnation appeals magistrate, as provided in subsection (i)(2) herein.
  - d. A statement indicating that failure pay the abatement costs or file a written challenge as provided in subsection (i)(2) herein within fifteen (15) days from the date the notice of intent to lien unpaid bills is mailed or otherwise delivered shall (i) constitute a waiver of such right to challenge, and (ii) result in the city clerk recording the proposed lien attached to such notice in the official records of Hillsborough County, Florida, which shall, upon recordation, impose a lien against the subject real property.
- (2) *Challenge.* The property owner shall have fifteen (15) calendar days from the date the notice of intent to lien unpaid bills is mailed or otherwise delivered to file with the city clerk a written challenge to the abatement costs. Failure to timely file the written challenge with the city clerk shall constitute a waiver of such right to challenge. The written challenge shall include a detailed explanation of the property owner's basis for challenging the abatement costs. Timely filing of a written challenge shall stay the time for payment of the abatement costs until the condemnation appeals magistrate issues its order on the property owner's written challenge. The condemnation appeals magistrate shall, upon receipt of such written challenge, promptly hear such challenge and issue an order upholding, modifying or rescinding the billed abatement costs. The condemnation appeals magistrate shall issue an order on the property owner's written challenge within three (3) days of concluding the hearing. Such order shall be provided to the property owner in the manner set forth in F.S. § 162.12(1). Abatement costs, as upheld or modified by the condemnation appeals magistrate, are due and payable within fifteen (15) days from the date the order is mailed or otherwise delivered. If the property owner fails to timely pay the abatement costs as upheld or modified by the condemnation appeals magistrate, the abatement costs revert back to the original amount set forth in the city's bill for abatement costs.
- (3) *Imposition of lien.* The city clerk may record the proposed lien attached to notice of intent to lien unpaid bills if (i) the property owner fails to pay the abatement costs or file a challenge within fifteen (15) calendar days from the date the notice of intent to lien unpaid bills is mailed or otherwise delivered to the property owner, or (ii) the property owner fails to pay the abatement costs as upheld or modified pursuant to an order issued by the condemnation appeals magistrate within fifteen (15) days from the date such order is mailed or otherwise delivered to the property owner. The proposed lien attached to notice of intent to lien shall, upon recordation by the city clerk in the official records of Hillsborough County, Florida, impose a lien against the subject real property in the amount set forth therein. Liens created pursuant to Section 8-167 of the Code of Ordinances shall be superior to all other liens encumbering the property except taxes. Recorded liens shall accrue interest at the rate of 6% per annum, and shall be enforceable, if unsatisfied after the expiration of one year from the date of recording the lien, by foreclosure in the appropriate court in and for Hillsborough County, Florida.



**AGENDA ITEM # 6.B.**

**Requirements:**  
Resolution Required  
**Costs:** \$

**Appropriation Code:**

5/2/2017

**M E M O R A N D U M**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:**

**FROM:** Charles W. Stephenson, City Manager

**RE:** Resolution Approving a Real Estate Agreement between the City and Cushman Wakefield, Inc.

**Recommendation:**

It is recommended that City Council adopt a resolution approving the agreement between the City and Cushman & Wakefield providing for professional real estate services pertaining to the Request for Proposal (RFP 01-2017).

**Discussion:**

At the March 15, 2017 Special Meeting of City Council, Council directed staff under Resolution No. 35-17(m) to negotiate an agreement with the selected firm of Cushman & Wakefield Inc. to provide broker services associated with RFP 01-2017. The City Council had selected Cushman & Wakefield as the preferred company to provide professional brokerage services based on the response to the Request for Qualifications.

The agreement between the City and Cushman & Wakefield is attached to this agenda. The agreement provides for a one year term with extensions and provides a commission schedule based on different types of transactions the City Council might encounter from responses to RFP (01-2017) that is currently out in the public.

**Strategic Connections:**

**PRESENTER:**

Charles W. Stephenson, City Manager

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Attachment 1-Real Estate Services Agreement	Exhibit
Exhibit A- Legal Description	Exhibit

Exhibit B- Commission Schedule  
Exhibit C- Excluded Persons  
Resolution

Exhibit  
Exhibit  
Resolution Letter

# Attachment 1

## REAL ESTATE SERVICES AGREEMENT

This REAL ESTATE SERVICES AGREEMENT (“**Agreement**”) is entered into effective as of the \_\_\_\_ day of April 2017 (the “**Effective Date**”) by and between the City of Temple Terrace, a Florida municipality (“**CITY**”) and Cushman & Wakefield of Florida, Inc., a Florida corporation (“**COMPANY**”).

### 1. Engagement

In connection with CITY’s Request for Qualifications, the CITY has chosen COMPANY, a duly licensed real estate broker, to perform certain services to assist in the marketing and conveyance, through either sale or lease of the Property owned by the CITY, and the COMPANY is willing to provide services to the CITY in accordance with the terms and conditions of this Agreement.

### 2. Appointment

Subject to the terms and conditions of this Agreement, City hereby appoints the Company as its exclusive representative to solicit and procure prospective purchasers and/or lessees for the purchase or lease and ultimate development of the property identified in the City’s Request for Proposals (RFP 01-2017), the legal description of which is attached hereto as Exhibit A (hereinafter referred to as the “Property.” Any conveyance of the Property (or any applicable portion thereof) shall be on an “as is” basis unless other terms are approved in writing by CITY. All provisions of any proposed land lease or purchase contract must be acceptable to CITY. During the term of this Agreement, City will refer to Company all inquiries and offers received by City with respect to the Properties, regardless of the source of such inquiries or offers

COMPANY shall use commercially reasonable efforts at all times hereunder to achieve the objectives of this Agreement and the COMPANY shall devote sufficient time, staff and other necessary resources to meet its obligations. In furtherance, and not in limitation, of the foregoing, COMPANY agrees to perform the following:

- (a) Research regarding real estate development opportunities;
- (b) Assisting CITY in determining valuation of the Property;
- (c) Marketing of the property and dissemination of accompanying Requests for Proposals issued by the City;
- (d) Financial analysis of responses to the Request for Proposals;
- (e) Assist in the negotiation of the terms of any prospective Contract.
- (f) Related services that the City may reasonably request.

COMPANY shall perform its services hereunder in a professional manner and in full compliance with the terms of this Agreement, generally accepted industry practices, and all applicable federal, state, and local laws, regulations, ordinances, or executive orders.

### **3. Term**

This Agreement shall remain in effect for a period of one year from the Effective Date of the Agreement. CITY may renew the Term for successive periods of one year increments by providing notice to the COMPANY not less than ten (10) days prior to expiration that it desires to renew this Agreement.

### **4. Offers**

The Property identified in RFP 01-2017 shall be offered for sale or lease under the conditions and through the requirements of RFP 01-2017. The Company shall direct prospective parties to RFP 01-2017 and shall have companies or individuals wishing to make offers to purchase or lease the properties to do so through the instructions provided in the RFP 01-2017 process.

### **5. Inspections**

The inspection of the properties shall be scheduled in accordance with the schedule provided for in the RFP. The COMPANY and/or the CITY shall accompany any prospective purchaser or developer who wishes to physically inspect the Property.

The COMPANY may advertise the Property for sale without establishing a valuation provided that the CITY shall have approved the form of such advertisement and such advertisement comply with local signage laws. The valuation of the properties shall be encompassed in the RFP submittal responses.

COMPANY recommends that CITY obtain legal, tax or other professional advice relating to this agreement and the proposed sale and lease of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with the Americans with Disabilities Act. COMPANY will have no obligation to investigate any such matters unless expressly otherwise agreed to in writing by COMPANY and CITY. CITY further agrees that in determining the financial soundness of any prospective purchaser or tenant, CITY will rely solely upon CITY's own investigation and evaluation, notwithstanding COMPANY'S assistance in gathering any financial information.

### **6. Commission**

Subject to the terms and conditions set forth herein, CITY agrees to pay COMPANY a commission (hereinafter referred to as "**commission**" or "**fee**") with respect to the sale or lease contract of the Property, or any applicable portion thereof, in accordance with the commission schedule (the "**Schedule**") attached hereto as Exhibit B and made a part hereof. Any such commission shall be considered earned, and shall be paid, if and only if, during the Term, a purchaser is procured by COMPANY and enters into a contract with the CITY to purchase or

lease any portion of property at a price and on terms acceptable to CITY and when the sale or lease of the property is closed and consummated. The commission shall be paid in accordance with the Schedule. COMPANY acknowledges that CITY has the sole and absolute right in all events to accept, modify or reject any proposals submitted under the requirements of RFP 01-2017 which may cause COMPANY not to be entitled to the compensation hereunder if CITY's decisions were different. CITY reserves the right, in its sole discretion, to withdraw the Property (or any portion thereof) from sale at any time during the Term or thereafter. COMPANY shall not be entitled to any compensation from CITY other than the commission or fee set forth in this Section 6.

Notwithstanding anything to the contrary contained herein, a reduced commission or fee shall be payable hereunder with respect to any conveyance by CITY to any of the parties set forth in Exhibit C attached hereto, which comprise potential purchasers previously procured by CITY without any material assistance or involvement of the COMPANY.

No commission will be earned, due or payable relative to any sale in the event (a) a contract is terminated pursuant to a right granted therein or by the mutual agreement of CITY and purchaser, or (b) the consummation of the sale or lease fails to take place for any reason.

CITY further agrees that it shall pay COMPANY a commission or fee for a sale or lease occurring after the expiration of the Term or termination without cause of this Agreement if, within one hundred eighty (180) days after such expiration or termination without cause, the Property (or any portion thereof) is actually conveyed both in fact and of record to a person or entity responding to RFP 01-2017, with CITY having received the purchase price or initial payment on a land lease.

## **7. Cooperating Brokers**

COMPANY shall pay or cause to be paid any real estate broker who cooperates in the conveyance of the Property, pursuant to a separate fully executed agreement between COMPANY and a cooperating broker, a portion of the commission due to the COMPANY as agreed between COMPANY and the cooperating broker as set forth in the Schedule. Provided that CITY pays COMPANY, the full commission owed to COMPANY and the cooperating broker, COMPANY shall be solely responsible for the payment of any commission due and owing to any cooperating broker and hereby agrees to indemnify CITY against any losses, damages, liabilities, costs and expenses arising from COMPANY's failure to pay such commission and/or any other claims or other matters relating to the involvement of such cooperating broker in such transaction.

## **8. COMPANY Authority**

COMPANY acknowledges that it has no authority to enter into any agreement with a prospective purchaser, tenant, real estate broker or any other person in the name of, on behalf of or otherwise binding on CITY, nor may COMPANY subject CITY to any other obligations or liabilities. COMPANY acknowledges and agrees that no agreement or terms negotiated by

COMPANY with any prospective purchaser of the Property (or any portion thereof) shall be binding upon CITY unless and until incorporated into a written Contract which has been approved by CITY and executed by the purchaser and CITY.

#### **9. CITY Authority**

CITY represents that it has the requisite authority to enter into this Agreement with respect to the sale or lease of the Property (or any portion thereof), and that it is not a foreign person as defined in the Foreign Investment in Real Property Tax Act.

#### **10. Complete Agreement**

This Agreement, together with Exhibits which are made a part hereof, constitutes the entire agreement between CITY and COMPANY concerning the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations and agreements, whether oral or written. No amendment or alteration of this Agreement shall be valid or binding unless made in writing and signed by both CITY and COMPANY. Any purported amendment or modification which is oral shall be void and of no effect whatsoever.

#### **11. COMPANY Representations, Covenant and Warranties**

COMPANY hereby makes the following representations, warranties, and covenants to CITY, all of which shall survive the execution and delivery of this Agreement:

- (a) COMPANY is duly organized, validly existing and in good standing under the laws of the state of its formation or incorporation, and in each state in which it is currently doing business, and has complied with all applicable laws, statutes, regulations, and ordinances to conduct business in such states. COMPANY has all power and authority required to execute, deliver and perform this Agreement. COMPANY has sufficient staff and other resources to carry out COMPANY's duties hereunder in a prompt, efficient, and diligent matter;
- (b) COMPANY covenants that it will use its best efforts to market the Property and make the Property (or any applicable portion thereof) known to interested, qualified potential purchasers;
- (c) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on the part of COMPANY;
- (d) This Agreement constitutes a legal, valid, and binding agreement of COMPANY, enforceable against COMPANY in accordance with its terms, except as limited by bankruptcy, insolvency, receivership and similar laws from time to time in effect;

- (e) COMPANY has obtained and will maintain in good standing during the Term all licenses and permits necessary to legally and validly execute, deliver and perform this Agreement; and
- (f) COMPANY warrants that it shall perform its obligations under this Agreement in compliance, and will perform its obligations under this Agreement in a manner that will permit CITY to comply, with all applicable global, federal, country, state and local statutes, acts, ordinances, laws, rules, regulations, codes, and standards (collectively, “Applicable Laws”).
- (g) COMPANY covenants to CITY that COMPANY and its representatives and subcontractors will not directly or indirectly pay money or give anything of value to any governmental employee or representative, any political party or official thereof or any candidate for political office in order to influence any of them in order to obtain or retain business or obtain an improper competitive advantage.

## **12. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws. However, if any provision of this Agreement shall be held to be prohibited by or invalid under any applicable law, such provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement. If either party institutes any litigation against the other with respect to this Agreement or the Property (or any portion thereof), then such litigation shall be instituted in the appropriate court located in Hillsborough County, Florida, which shall be the sole venue for any litigation, and the other party hereby waives all objections to venue and all rights to seek transfer the action due to improper or inconvenient forum. Failure by any party to exercise a right or remedy at law or granted hereunder shall not be deemed a waiver of such right or remedy. Failure by any party to claim default hereunder shall not waive any default. Unless otherwise set forth herein, termination of this Agreement shall not release either party from their respective obligations that have accrued hereunder, including, without limitation, obligations of payment, warranty, intellectual property rights, and from the indemnity provisions hereof.

## **13. Notices**

All written notices of any kind which either party may desire or may be required to serve on the other party in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, deposited in the United States mail, or sent by nationally recognized overnight courier service, addressed as set forth below:

CITY: Charles Stephenson, City Manager  
11250 N. 56th Street  
Temple Terrace, FL 33617

CITY's Counsel: Mark Connolly, City Attorney  
Shumaker, Loop & Kendrick, LLP  
101 E. Kennedy Blvd., Suite 2800  
Tampa, FL 33602

COMPANY: Cushman & Wakefield of Florida, Inc.  
One Tampa City Center, Suite 3300  
Tampa, FL 33602  
Attn: Patrick Berman

COMPANY'S Counsel: Cushman & Wakefield U.S., Inc.  
200 South Wacker Drive, Suite 2800  
Chicago, IL 60606  
Attn: Eva Lei  
312-470-1848

#### **14. Indemnity**

COMPANY SHALL INDEMNIFY AND HOLD CITY AND THE PROPERTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DISPUTES, LITIGATION, LOSS, LIABILITY AND/OR EXPENSE, INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, ARISING OUT OF OR IN CONNECTION WITH (A) THE CLAIMS OF OTHER PARTIES FOR A COMMISSISON, FINDER'S FEE OR OTHER REMUNERATIONS IN CONNECTION WITH THE SALE OR LEASE TRANSACTIONS CONTEMPLATED HEREIN, AND/OR (B) ANY INCORRECT INFORMATION OR MISPREPRESENTAITON MADE BY COMPANY AND NOT BASED DIRECTLY UPON WRITTEN INFORMATION ABOUT THE PROPERTY (OR ANY PORTION THEREOF) PROVIDED BY CITY AND WHICH COMPANY WAS AUTHORIZED TO DISCLOSE IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

#### **15. OFAC Compliance**

Each party makes the following representations and warranties based upon OFAC compliance concerns:

- (i) Neither a Sanctioned Person nor Sanctioned Entity will benefit directly or indirectly through any payment of a commission or fee (or any other compensation) to a party hereunder or any other transaction contemplated herein.

- (ii) It is neither directly nor indirectly controlled by a Sanctioned Entity or Sanctioned Person.
- (iii) Neither it, nor any subsidiary of the party, nor any affiliate of the party (a) is a Sanctioned Person, (b) has more than an insubstantial portion of its assets located in Sanctioned Entities, or (c) derives more than an insubstantial portion of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Entities.

As used in this Agreement:

(A) OFAC means The Office of Foreign Assets Control (“OFAC”) of the U.S. Department of the Treasury.

(B) Sanctioned Entity means:

- (i) An agency of the government of,
- (ii) An organization directly or indirectly controlled by, or
- (iii) A person resident in a country that is subject to a country sanctions program administered and enforced by OFAC described or referenced at OFAC’s website <http://www.ustreas.gov/offices/enforecemtn/ofac/> or as otherwise published from time to time.

(C) Sanctioned Person means a person named on the list of Specially Designated Nationals maintained by OFAC available at or through OFAC’s website <http://www.ustreas.gov/offices/enforcemetn/ofac/> or as otherwise published from time to time.

16. Insurance. For and during the term of this Agreement and for as long as COMPANY is performing its obligations hereunder, COMPANY shall secure and maintain or caused to be maintained, at its own expense, insurance of the following types and amounts:

- (a) Worker’s Compensation and Employers’ Liability and Insurance in amounts necessary to comply with the statutory requirements of the state in which the Property is located.
- (b) Commercial General Liability Insurance with a combined single limit of liability of One Million Dollars (\$1,000,000.00) per occurrence per location and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, death, property damage and/or personal injury.
- (c) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by COMPANY and any employees, agents, or representatives with a combined single limit of liability of One Million Dollars (\$1,000,000.00) for injury, death, property damage and/or personal injury.

- (d) Errors and Omission Insurance in an amount of One Million Dollars (\$1,000,000.00) per occurrence, which insurance covers the acts and omissions of COMPANY and any employees, agents, or representatives.

**17. Public Records.** COMPANY understands and acknowledges that the CITY is subject to Florida's Public Records Law, Chapter 119, Florida Statutes. To the extent that Section 119.0701, Florida Statutes, is applicable to the services performed under this Agreement, COMPANY shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of COMPANY upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 506-6442, [cmooney@templeterrace.com](mailto:cmooney@templeterrace.com); 11250 N. 56th Street, Temple Terrace, FL 33617.

### **18. Termination/Default**

Each party may terminate this Agreement at any time without cause by providing at least thirty (30) days' written notice of termination to the other party. In such event, CITY shall pay for all commissions and other amounts that have accrued and are due to COMPANY hereunder. In addition, if either party materially defaults in the performance of any of its duties or obligations hereunder and said default is not substantially cured within fifteen (15) days after written notice specifying the default is given to the defaulting party, or, with respect to those defaults that cannot reasonably be cured within fifteen (15) days, if the defaulting party fails to provide in writing within fifteen (15) days to the party not in default a reasonable plan and completion date for curing such default and thereafter proceeds with all due diligence to substantially cure the same in accordance with such a plan and by such completion date, then the

party not in default may, by giving written notice thereof to the defaulting party, terminate this Agreement as of the date specified in such notice of termination.

19. **Representation of Purchasers and Tenants.**

CITY acknowledges and agrees that COMPANY excluding the primary marketing team of Patrick Berman, James Garvey and Bruce Erhardt may represent potential purchasers and tenants and consents to such dual representation, provided COMPANY timely discloses any such dual representation to CITY.

20. **Miscellaneous.**

This Agreement constitutes the entire agreement between the parties regarding the subject matter herein, and no amendments, changes or modifications may be made to this agreement without the express written consent of each of the parties. This Agreement shall benefit and be binding upon the parties and their respective successors and assigns. This Agreement may be executed and delivered (including by facsimile, "pdf" or other electronic transmission) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

This Agreement is executed to be effective as of the Effective Date.

Date: _____	CITY: CITY OF TEMPLE TERRACE, FLORIDA  By: _____ Print Name: _____ Print Title: _____
Date: _____	BROKER: CUSHMAN & WAKEFIELD OF FLORIDA, INC.  By: _____ Print Name: _____ Print Title: _____

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### AREA "A":

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 22; THENCE S.00 DEGREES 10'56"W., ON THE CENTER LINE OF 56TH STREET (STATE ROAD NO. 5-583), A DISTANCE OF 50.30 FEET TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY OF BULLARD PARKWAY (FORMERLY KNOWN AS TEMPLE TERRACE HIGHWAY); THENCE S.89 DEGREES 13'30"E, DEPARTING THE CENTER LINE OF SAID 56TH STREET (STATE ROAD NO. S-583) AND ON THE WESTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF SAID BULLARD PARKWAY (FORMERLY KNOWN AS TEMPLE TERRACE HIGHWAY), A DISTANCE OF 45.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SAID 56TH STREET (STATE ROAD NO. S-583) AND THE POINT OF BEGINNING THENCE S.89 DEGREES 13'30"E., ON THE SOUTH RIGHT OF WAY LINE OF SAID BULLARD PARKWAY (FORMERLY KNOWN AS TEMPLE TERRACE HIGHWAY), A DISTANCE OF 589.71 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (BROADWAY PER PLAT) (CLOSED), THENCE S.00 DEGREES 12'20"W., ON THE EAST RIGHT OF WAY LINE OF COMMONWEALTH AVENUE (BROADWAY PER PLAT) (CLOSED) AND THE NORTHERLY EXTENSION THEREOF, A DISTANCE OF 904.19 FEET; THENCE N.89 DEGREES 50'09"W., DEPARTING THE EAST LINE OF SAID COMMONWEALTH AVENUE (BROADWAY PER PLAT) (CLOSED) AND ITS NORTHERLY EXTENSION THEREOF, A DISTANCE OF 589.31 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF 56TH STREET (STATE ROAD NO. S-583); THENCE N.00 DEGREES 10'56"E., ON THE EAST RIGHT OF WAY LINE OF SAID 56TH STREET (STATE ROAD NO. S-583), A DISTANCE OF 910.48 FEET TO THE POINT OF BEGINNING.

#### AREA "B":

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 22, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SURVEY CENTERLINE OF STATE ROAD S-583, ALSO KNOWN AS 56TH STREET, SOUTH 00°00'31" EAST, A DISTANCE OF 50.14 FEET; THENCE LEAVING SAID LINE NORTH 89°59'29" EAST, A DISTANCE OF 45.00 FEET TO THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-583 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF BULLARD PARKWAY; THENCE SOUTH 00°00'31" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-583 A DISTANCE OF 1,535.98 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 89°57'41" EAST, A DISTANCE OF 414.81 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 250.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,562.38 FEET, A CENTRAL ANGLE OF 09°10'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 00°19'20" WEST 250.00 FEET; THENCE NORTH 89°58'12" WEST, A DISTANCE OF 32.73 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE SOUTHERLY 249.54

FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,530.01 FEET, A CENTRAL ANGLE OF 09°20'41", AND A CHORD BEARING AND DISTANCE OF SOUTH 09°38'39" WEST 249.26 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE; THENCE SOUTH 78°39'00" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 205.00 FEET; THENCE LEAVING SAID LINE NORTH 00°00'41" EAST, A DISTANCE OF 150.04 FEET; THENCE SOUTH 78°45'29" WEST, A DISTANCE OF 140.59 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD S-583; THENCE NORTH 00°00'31" WEST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 413.71 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE SOUTH 1/2 OF THAT PORTION OF THE VACATED CHICAGO AVENUE APPURTENANT THERETO AS VACATED AND CLOSED BY ORDINANCES RECORDED IN OFFICIAL RECORDS BOOK 19380, PAGE 1918; AND OFFICIAL RECORDS BOOK 20161, PAGE 1527, ALL OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA;

**AREA "C":**

Lots 4 through 7 and Lots 10 through 13 of TEMPLE TERRACE ESTATES REPLAT OF BLOCK D-17, as recorded in Plat Book 41, Page 87 of the Public Records of Hillsborough County Florida; being further described as follows: THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTIONS 22 AND 27, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 14°53'05" EAST, A DISTANCE OF 2,261.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE, FORMERLY KNOWN AS ST. AUGUSTINE AVENUE, AT THE NORTHWESTERLY CORNER OF LOT 13 ACCORDING TO A REPLAT OF BLOCK D-17, TEMPLE TERRACE ESTATES, RECORDED IN PLAT BOOK 41, PAGE 87 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS AVENUE ALONG THE NORTHEASTERLY LINES OF LOTS 10 THRU 13, ALONG THE ARC OF A CURVE TO THE RIGHT, SOUTHEASTERLY 479.13 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 757.50 FEET, A CENTRAL ANGLE OF 36°14'24", AND A CHORD BEARING AND DISTANCE OF SOUTH 49°17'37" EAST 471.18 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 10; THENCE SOUTH 51°23'23" WEST, ALONG THE SOUTHEASTERLY LINES OF LOTS 7 AND 10 OF THE REPLAT OF BLOCK D-17 A DISTANCE OF 323.84 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE AND THE SOUTHWESTERLY CORNER OF LOT 7 OF THE REPLAT OF BLOCK D-17; THENCE NORTHWESTERLY 346.10 FEET ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE AND THE SOUTHWESTERLY LINE OF LOTS 4 THRU 7, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 748.14 FEET, A CENTRAL ANGLE OF 26°29'04", AND A CHORD BEARING AND DISTANCE OF NORTH 43°30'31" WEST 343.03 FEET TO THE SOUTHWEST CORNER OF LOT 4 OF THE REPLAT OF BLOCK D-17; THENCE NORTH 34°15'02" EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 4, A DISTANCE OF 126.71 FEET; THENCE NORTH 21°17'04" EAST, ALONG THE NORTHWEST PROPERTY LINE OF LOT 13, A DISTANCE OF 167.27 FEET TO THE POINT OF BEGINNING;

**TOGETHER WITH :**

THAT TRACT OR PARCEL OF LAND LYING AND BEING IN SECTIONS 22 AND 27, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 28 SOUTH, RANGE 19 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 14°53'05" EAST, A DISTANCE OF 2,261.53 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE, FORMERLY KNOWN AS ST. AUGUSTINE AVENUE, AT THE NORTHWESTERLY CORNER OF LOT 13 ACCORDING TO A REPLAT OF BLOCK D-17, TEMPLE TERRACE ESTATES, RECORDED IN PLAT BOOK 41, PAGE 87 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LOT 13 SOUTH 21°17'04" EAST, A DISTANCE OF 167.27 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF LOT 4 OF THE REPLAT OF BLOCK D-17 AND EXTENDING SAID LINE TO THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE SOUTH 34°15'02" WEST, A DISTANCE OF 159.24 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, SOUTHEASTERLY 409.45 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 716.24 FEET, A CENTRAL ANGLE OF 32°45'15", AND A CHORD BEARING AND DISTANCE OF SOUTH 40°25'07" EAST 403.90 FEET; THENCE SOUTH 65°57'19" WEST, A DISTANCE OF 33.43 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT ON THE NORTHEASTERLY LINE OF LOT 1 OF THE RIVER TERRACE ESTATES, RECORDED IN PLAT BOOK 53, PAGE 15 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND THE SOUTHERLY RIGHT-OF-WAY LINE OF RIVERHILLS DRIVE; THENCE NORTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE 3.08 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 683.74 FEET, A CENTRAL ANGLE OF 00°15'29", AND A CHORD BEARING AND DISTANCE OF NORTH 24°21'54" WEST 3.08 FEET TO THE NORTHWEST CORNER OF LOT 1 OF SAID RIVER TERRACE ESTATES; THENCE SOUTH 73°46'16" WEST, ALONG THE NORTHWEST LINE OF SAID LOT 1 A DISTANCE OF 179.50 FEET TO THE WATERS EDGE OF THE HILLSBOROUGH RIVER AS LOCATED ON MARCH 9, 1998; THENCE ALONG SAID WATER LINE THE FOLLOWING SEVEN (7) COURSES: 1. NORTH 00°33'21" EAST, A DISTANCE OF 139.47 FEET; 2. NORTH 14°40'12" WEST, A DISTANCE OF 99.04 FEET; 3. NORTH 21°01'36" WEST, A DISTANCE OF 61.29 FEET; 4. NORTH 31°10'37" WEST, A DISTANCE OF 20.65 FEET; 5. NORTH 48°53'20" WEST, A DISTANCE OF 9.30 FEET; 6. NORTH 59°24'44" WEST, A DISTANCE OF 14.49 FEET; 7. NORTH 63°32'56" WEST, A DISTANCE OF 10.32 FEET; THENCE LEAVING SAID LINE, NORTH 34°15'02" EAST, A DISTANCE OF 48.68 FEET TO THE POINT OF BEGINNING.

**EXHIBIT B  
COMMISSION SCHEDULE**

<i>Transaction Type</i>	<i>C &amp; W</i>	<i>With Outside Broker (Includes C&amp;W Non-Team Agents)</i>	<i>% to be Received by Outside Broker (Includes C&amp;W Non-Team Agents)</i>
<b>Direct Sale:</b> The fee is based on the purchase price at closing	5.00%	6.00%	3.00%
<b>Ground Lease:</b> The fee is expressed as a percentage of the net aggregate value of the ground lease	5.00%	6.00%	3.00%
<b>Purchase Option</b> The fee is based on the option payments received by the City and on the net purchase price at closing	5.00%	6.00%	3.00%
<b>Reduced Fee:</b> The fee is based on the purchase price at closing, to an excluded party listed on Exhibit "C"	3.00%	N / A	N/ A

**Direct Sale:** If City sells a property on a Fee Simple basis, upon closing of the sale, Company will be paid a commission at the above rate on the total sales price at closing

**Ground Lease:** If City executes and delivers a lease for all or any portion of the properties, City will pay to Company a commission at the above rate.

**Purchase Option:** If City grants a purchase option, Company will be paid a commission at the above rate on the option price as and when amounts are payable for the option (and for extensions thereof). Upon closing of the sale, Company will be paid a commission at the above rate on the total sales price (excluding any amount paid for the option and applied to the sales price).

**Reduced Fee:** If City desires to sell the Properties to any of the excluded parties (attached hereto as Exhibit C) then Company shall receive a reduced commission of three (3%) percent of the total gross sales price from the City as their sole compensation.

**Time of Payment (Ground Lease):** Commissions on ground leases shall be earned, due and paid in full upon execution and delivery of the lease between Owner and tenant.

**Disclosure:** The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with Owner, the broker may claim a lien against Owner's net sales proceeds for the brokers' commission. The broker's lien rights under the act cannot be waived before the commission is earned

# EXHIBIT C

## EXCLUDED PERSONS

Listed herein are companies, individuals, or entities that the City has had specific conversation with concerning sale or development of the properties noted in RFP 01-2017 and of which are exempt from full commissions or fees due COMPANY but which are subject to reduced commissions as outlined in Exhibit B should the CITY and the entity consummate a real estate transaction.

Health South  
Art Wilson  
Art.Wilson@healthsouth.com

Florida Hospital  
Michael Lawson and Brian Adams  
Michael.Lawson@AHSS.ORG

Debartolo  
Holly Garcia  
hgarcia@debartolodevelopment.com

Lowes – Tandem Development Group/RMC Bobby Eggleston  
Jonathan Schwartz  
jon@tandemdevg.com

Capital Tacos  
Justin Boudreau  
justin@hybridgecre.com

Moffitt  
Donald Futrell  
Donald.Futrell@moffitt.org

USAmeribank  
Joseph Chillura  
Jchillura@usameribank.com

CRS Building Corp  
Jennifer Burnside  
jburnside@crsbuildingcorp.com

MQ Development Company  
Denny Pentecost  
dpentecost@mqcompanies.com

ContraVest  
Chris Pinckney  
cpinckney@contravest.com

Inland Atlantic Development Corporation  
John DiGiovanni  
johnd@inlandgroup.com

Collier International  
Thomas Chamblee  
Tom.chamblee@colliers.com

Simmons  
Randy Simmons  
randysimmons@rrsimmons.com

SRSRE  
Mark Sneed  
Mark.Sneed@SRSRE.com

RD Management  
Roger Hirschhorn  
rhirschhorn@rdmanagement.com

LandQwest  
Charlie Alloway  
calloway@lqwest.com

Flaherty & Collins Properties  
Ryan Cronk  
rcronk@flco.com

**RESOLUTION NO. - 17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, APPROVING THE REAL ESTATE SERVICES AGREEMENT BETWEEN THE CITY OF TEMPLE TERRACE AND CUSHMAN & WAKEFIELD OF FLORIDA, INC. PERTAINING TO A REQUEST FOR QUALIFICATIONS, AUTHORIZING EXECUTION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at a March 15, 2017 meeting of the Temple Terrace Redevelopment Agency (“TTRA”) and subsequent Special Meeting of City Council, staff presented the results of respondents to a Request for Qualifications for Professional Real Estate services; and

**WHEREAS**, at the March 15, 2017 meeting, City Council directed staff to negotiate an agreement with Cushman & Wakefield of Florida, Inc. (“Company”) to provide these services; and

**WHEREAS**, the City of Temple Terrace (“City”) desires to retain the services of the Company to provide services relating to the marketing and conveyance of certain City owned properties subject to the Temple Terrace Redevelopment Agency and the City’s Redevelopment Plan; and

**WHEREAS**, the Company is willing to provide the services set forth in the RFQ under the terms of the attached Real Estate Services Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, that:**

1. City Council approves the Real Estate Services Agreement in the form attached hereto as Attachment No. 1.
2. The Mayor is authorized to execute the Real Estate Services Agreement.
3. This resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPLE TERRACE, FLORIDA, this 2<sup>nd</sup> day of May, 2017.**

**(Corporate Seal)**

**Attest:**

**Kim D. Leinbach, Mayor  
Chairman of the City Council  
CITY OF TEMPLE TERRACE, FLORIDA**

**Cheryl A. Mooney  
City Clerk**



**AGENDA ITEM # 7.A.**

**Requirements:**  
Motion Required  
**Costs:** \$

**Appropriation Code:**

5/2/2017

**M E M O R A N D U M**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:**

**FROM:** Charles W. Stephenson, City Manager

**RE:** Revised Fourth of July Parade Application & Rules

**Recommendation:**

It is recommended that City Council direct staff to initiate the revised Fourth of July parade application and rules as presented.

**Discussion:**

At the April 18th City Council meeting, staff prepared an application and created rules for participants in the 2017 Fourth of July parade. City Council debated the matter and requested that staff make minor adjustments to the application and rules.

Attached are the revised Fourth of July parade application and rules for Council's review and consideration.

**Strategic Connections:**

**PRESENTER:**

Charles W. Stephenson, City Manager

**ATTACHMENTS:**

**Description**

Parade Application

Parade Rules

**Type**

Backup Material

Backup Material



# TEMPLE TERRACE

*Amazing City. Since 1925.*

## **Greater Temple Terrace Chamber of Commerce Fourth of July Parade Application**

*Tuesday -- July 4, 2017 -- 10AM*

Organization: \_\_\_\_\_

Contact name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip: \_\_\_\_\_

**All parade entries must represent and support a patriotic theme which relates to American Independence and the spirit of the Fourth of July. Entries must be decorated appropriately and must present a neat, clean and positive image that directly supports the Fourth of July theme of the parade. Marching bands and military units, and firefighting and/or law enforcement units, may be exempt from the decoration requirement. All parade entries must also promote the health, safety, welfare, and positive well-being of City of Temple Terrace residents.**

**All entries must be received by the Chamber of Commerce by June 16, 2017. Email applications to: [kara@templeterracechamber.com](mailto:kara@templeterracechamber.com). A \$50.00 payment must accompany your application. Credit cards are accepted.**

**Date of Payment of \$50.00 Entry Fee: \_\_\_\_\_**

**Please describe your entry:**

**How is your float or entry decorated?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**How is your entry supporting a patriotic theme relating to the American Independence celebration?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please provide the following information in detail:**

Adult in charge of unit at the parade: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Number of Adult Monitors: \_\_\_\_\_ (number determined by length of motorized vehicles 12-40 ft. = 2 monitors)

- Marching Unit: Number of people marching: \_\_\_\_\_ (1 monitor for every 10 children)

Will your unit have music? Yes \_\_\_\_\_ (live \_\_\_ tape/cd \_\_\_ ) No \_\_\_\_\_

If yes, please include quantity and type of equipment/sound, location of equipment on float and repertoire of songs:

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[ \_\_\_\_\_ ft ] + [ \_\_\_\_\_ ft ] = \_\_\_\_\_ ft  
Trailer (0 if none)                      Truck /Car                      Total Length

- Motorized unit (including all vehicles): golf cart \_\_\_ car \_\_\_ van \_\_\_ truck \_\_\_ flatbed \_\_\_

Type of Trailer: \_\_\_\_\_

Description of Trailer: \_\_\_\_\_

- Animal Unit:

Number of animals: \_\_\_\_\_ Type: \_\_\_\_\_

Support vehicle: \_\_\_\_\_

Other specific needs or notations: (please describe): \_\_\_\_\_

**STAFF USE ONLY**

Chamber of Commerce Review:                      Approved \_\_\_\_\_                      Denied \_\_\_\_\_  
Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

City Staff Review:                      Approved \_\_\_\_\_                      Denied \_\_\_\_\_  
Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

City Manager Review:                      Approved \_\_\_\_\_                      Denied \_\_\_\_\_  
Signature: \_\_\_\_\_                      Date: \_\_\_\_\_

This application must be approved by all three reviewing agencies for entry in the parade. The decision of the Parade Committee is final. Applicants will be informed of denials via the applicant's email address. Confirmation letters that include unit assignments and location will be mailed to applicants approximately one week before the parade.

## City of Temple Terrace and the Greater Temple Terrace Chamber of Commerce

### FOURTH OF JULY PARADE CELEBRATION... Rules and Regulations

1. All control of the parade is vested to the Parade Committee. The Parade Committee consists of members of the Temple Terrace Chamber of Commerce staff, City of Temple Terrace staff and the Temple Terrace City Manager who shall review and approve all applications for appropriateness and completeness.
2. Parties wishing to participate in the Fourth of July parade are required to submit an application to the committee using the Greater Temple Terrace Chamber of Commerce Fourth of July Parade Application. An entry fee of \$50 is due with the application submittal. Those applicants who are denied participation shall have their fees refunded in full.
3. In order to have an application reviewed for approval, each application shall be accompanied with a signed waiver of liability, and a certificate of insurance. The registration deadline is June 16, 2017. No applications will be accepted after this deadline. Entries shall not be allowed on the day of the parade.
4. The Fourth of July parade is a family friendly event conducted to celebrate the United States of America independence, the signing of the Declaration of Independence, and to honor American patriots. The parade is not a platform for political or targeted special interest groups. All parade entries MUST represent and support the theme and spirit of this celebration using appropriate decorations on persons and/or vehicles. Applications for entry are considered for approval by the committee based on the "SHOW VALUE" to the overall theme and spirit of the event. The use of theme, artistic beauty, color, animation, special effects, originality, rider personnel and costumes and visual appeal all determine the acceptability of an entry. The Parade Committee reserves the right to prohibit entry into the parade to any applicant who does not meet these requirements.  
***Upon arriving at the staging area on the day of the event, those entries not conforming with the description provided in the application will not be allowed to participate in the parade. By making application for entry, it is understood that the decision of the Parade Committee is final.***
5. Animal entries must have provisions for waste removal or they will not be allowed to participate.
6. The Parade Committee shall assign each entry's position in the parade. Participants should be at the staging area on the morning of the event no later than 9:30 am. Late arrivals may lose their assigned position in the parade.
7. Entries shall not be taller than 13'6" from the ground and should be able to maneuver around sharp turns on the parade route without difficulty.
8. No entry or organization will be permitted to participate in the parade without prior approval of the Parade Committee.
9. Elected officials desirous of participating in the parade shall make a written request to the Parade Committee but shall not be required to file an application and shall be exempt from the application fee.



**AGENDA ITEM # 8.A.**

**Requirements:**

**Costs:** \$

**Appropriation Code:**

5/2/2017

**M E M O R A N D U M**

**TO:** Kim D. Leinbach, Mayor and Members of City Council

**THROUGH:**

**FROM:** Charles W. Stephenson, City Manager

**RE:** Comparative Analysis of Fees Associated with In-House versus Contract Legal Representation

**Recommendation:**

**Discussion:**

City Council tasked the City Manager with gathering general information and comparative costs associated with using contract versus in-house legal representation for various cities.

Attached for your review is a spreadsheet of numerous cities contacted by staff in order to ascertain whether they use contract or in-house attorneys for legal representation within their city. Most jurisdictions contacted appeared to provide information that they use outside counsel (contract) as their preferred method of addressing legal matters. Several that indicated they use in-house attorneys also indicated that there are additional funds budgeted for "legal matters needing outside expertise."

Most cities contacted that use in-house legal representation indicated that administrative personnel, and in some cases paralegal staff, are included in their internal budgets. Listed at the bottom of the sheet are additional essential operating costs that need to be considered when using in-house representation.

Shumaker, Loop and Kendrick's monthly retainer of \$15,125 (\$181,500/year) appears on the attached accounting printouts for FY 2014, 2015 and 2016.

Also available for your review on a separate attachment are summaries of payables to Shumaker for the last three years on legal matters billed to the City outside the monthly retainer. This summary of "non-retainer" legal costs are further broken down to provide cost totals for case names which most of us are familiar with.

**Strategic Connections:**

**PRESENTER:**

Charles W. Stephenson, City Manager

**ATTACHMENTS:**

**Description**

COST COMPS VARIOUS JURISDICTIONS

Accounting Summaries FY 13,14,15,16

ARTICLES

**Type**

Backup Material

Backup Material

Backup Material

Jurisdiction	Population	Contract or In-House	Salary		Staff		Total Legal Budget (salaries & operating)
				Assistant Attorney	Admin Assistant	Paralegal	

Temple Terrace	25000	Contract	\$181,500				\$301,500
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Plant City	34,721	In-House	\$119,207			1	\$300,365
Alachua	9,059	In-House	\$61493 - \$95508				\$171,494

Largo	77,648	In-House	\$88,899			1	\$442,200
Key West	25,000	In-House	\$195,500		3	2	\$813,514
Leesburg	20,117	Contract					\$132,000
Longwood	13,657	Contract					\$160,000
Lake Wales	14,225	Contract					\$67,000
Winter Garden	34,568	Contract					\$234,703
Lantana	10,423	Contract					\$204,485
Deland	27,031	Contract					\$217,665
Tavares	13,951	Contract					\$165,602
Pinecrest	18,223	Contract					\$420,000
Apopka	41,542	Contract					\$244,100
St. Pete Beach	9,346	Contract					\$373,500
Maitland	15,751	Contract					\$172,779
Treasure Island	6,705	Contract					\$282,000
Indian Rocks	4,113	Contract					\$54,500

Oviedo	33,342	Contract						\$237,400
LaBelle	4,640	Contract						\$60,000
Long Boat Key	6,888	Contract						\$417,000
Zephyrhills	13,288	Contract						\$87,000
Brooksville	7,719	Contract						\$200,000
New Port Richey	14,911	Contract	\$150,000					\$317,930
Florida City	11,245	Contract						\$100,000
Dunedin	35,321	Contract						\$246,500

Estimated Operating Expenditures	
Professional Services	\$50,000
Court Reporters	\$1,000
Travel & Per Diem	\$2,500
Printng and Copying	\$5,000
Office Supplies	\$2,000
Books & Memberships	\$7,500
Continuing Ed	\$2,500
TOTAL	\$70,500

Personel Cost Examples	
Asst Attorney	\$110,000
Exec Assistance	\$45,000
Paralegal	\$60,000

# Retainer FY12-13

PREPARED 4/25/17, 13:50:49  
 PROGRAM GM370L  
 CITY OF TEMPLE TERRACE

VENDOR ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 14/2012

VENDOR/SEQ#/NAME/STATUS									
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00					SHUMAKER, LOOP & KENDRICK, LLP			
						A			
04548		12/13	AP	9/30/13	0007274	393975	BETZ, LOUIS	001-1050-514.31-11	2500.00
04548		12/13	AP	9/30/13	0007274	393972	GENERAL	001-1050-514.31-11	15125.00
04610		12/13	AP	9/30/13	0000000	393975	CORRECT ACCT NUMBER	001-1050-514.31-11	2500.00-
04147		12/13	AP	8/26/13	0007074	389321	GENERAL	001-1050-514.31-11	15125.00
04030		11/13	AP	7/29/13	0006996	385831	GENERAL	001-1050-514.31-11	15125.00
03508		10/13	AP	6/30/13	0006763	379262	GENERAL	001-1050-514.31-11	15125.00
03143		9/13	AP	5/31/13	0006564	374925	GENERAL	001-1050-514.31-11	15125.00
02776		8/13	AP	4/30/13	0006361	370491	GENERAL	001-1050-514.31-11	15125.00
02595		7/13	AP	3/29/13	0006271	366743	GENERAL	001-1050-514.31-11	15125.00
02138		6/13	AP	3/12/13	0006029	364482	GENERAL	001-1050-514.31-11	15125.00
01568		5/13	AP	1/31/13	0005755	358625	GENERAL	001-1050-514.31-11	15125.00
01204		4/13	AP	12/31/12	0005604	354931	GENERAL	001-1050-514.31-11	15125.00
00860		3/13	AP	11/27/12	0005454	349980	GENERAL	001-1050-514.31-11	15125.00
04734		12/12	AP	10/23/12	0005237	345238	GENERAL	001-1050-514.31-11	15125.00
VENDOR TOTAL								.00	181,500.00

PREPARED 4/20/17, 9:56:42  
 PROGRAM GM370L  
 CITY OF TEMPLE TERRACE

VENDOR ACTIVITY LISTING **RETAINER 13/14**

VENDOR/SEQ#/NAME/STATUS									
ACCTG --- TRANSACTION---									
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00					SHUMAKER, LOOP & KENDRICK, LLP	A		
04255		12/14 AP	9/30/14	0009411	441940	GENERAL	001-1050-514.31-11		15125.00
03949		12/14 AP	8/31/14	0009214	438376	GENERAL	001-1050-514.31-11		15125.00
03636		11/14 AP	7/31/14	0009043	434091	GENERAL	001-1050-514.31-11		15125.00
03291		10/14 AP	6/30/14	0008889	430327	GENERAL	001-1050-514.31-11		15125.00
02953		9/14 AP	5/29/14	0008693	425961	GENERAL	001-1050-514.31-11		15125.00
02571		8/14 AP	4/29/14	0008525	422244	GENERAL	001-1050-514.31-11		15125.00
02190		7/14 AP	3/31/14	0008345	418320	GENERAL	001-1050-514.31-11		15125.00
01816		6/14 AP	2/28/14	0008138	414714	GENERAL	001-1050-514.31-11		15125.00
01446		5/14 AP	1/29/14	0007910	410666	GENERAL	001-1050-514.31-11		15125.00
01838		6/14 AP	12/23/13	0008138	405356	CORRECT ENTRY	001-1050-514.31-11		15125.00
00716		3/14 AP	11/26/13	0007651	401378	GENERAL	001-1050-514.31-11		15125.00
04573		12/13 AP	10/09/13	0007316	395158	GENERAL	001-1050-514.31-11		15125.00
VENDOR TOTAL								.00	181,500.00

# RETAINER 14/15

PREPARED 4/20/17, 9:53:07  
 PROGRAM GM370L  
 CITY OF TEMPLE TERRACE

## VENDOR ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 16/2014

VENDOR/SEQ#/NAME/STATUS									
ACCTG --- TRANSACTION---									
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00					SHUMAKER, LOOP & KENDRICK, LLP			
						A			
03776		12/15 AP	8/31/15	0011469	487595	GENERAL	001-1050-514.31-11		
03461		11/15 AP	7/29/15	0011294	483409	GENERAL	001-1050-514.31-11		15125.00
03257		10/15 AP	6/30/15	0010910	479322	GENERAL	001-1050-514.31-11		15125.00
02720		9/15 AP	5/31/15	0010757	475355	GENERAL	001-1050-514.31-11		15125.00
02556		8/15 AP	4/30/15	0010554	471449	GENERAL	001-1050-514.31-11		15125.00
02086		7/15 AP	3/31/15	0010396	467188	GENERAL	001-1050-514.31-11		15125.00
01747		6/15 AP	2/28/15	0010206	463114	GENERAL	001-1050-514.31-11		15125.00
01297		5/15 AP	1/31/15	0010023	459597	RE:GENERAL	001-1050-514.31-11		15125.00
00986		4/15 AP	12/30/14	0009870	455712	GENERAL	001-1050-514.31-11		15125.00
00633		3/15 AP	11/26/14	0009681	451699	GENERAL	001-1050-514.31-11		15125.00
04401		12/14 AP	10/31/14	0009543	448285	GENERAL	001-1050-514.31-11		15125.00
VENDOR TOTAL -								00	166,375.00

# RETAINER 15/16

PREPARED 4/20/17, 9:17:51  
 PROGRAM GM370L  
 CITY OF TEMPLE TERRACE

## VENDOR ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 16/2015

VENDOR/SEQ#/NAME/STATUS										
ACCT# ---TRANSACTION---										
BATCH	P.O.#	PER.	CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00	SHUMAKER, LOOP & KENDRICK, LLP					A			
03861		12/16	AP	9/23/16	0013747	601085	GENERAL	001-1050-514.31-11		30538.12
02662		9/16	AP	6/15/16	0012972	525273	GENERAL	001-1050-514.31-11		30250.00
02186		8/16	AP	4/29/16	0012771	518865	GENERAL	001-1050-514.31-11		15125.00
01906		7/16	AP	3/25/16	0012596	514300	GENERAL	001-1050-514.31-11		15125.00
01244		5/16	AP	1/28/16	0012268	506910	GENERAL	001-1050-514.31-11		15125.00
01244		5/16	AP	1/28/16	0012268	506941	GENERAL	001-1050-514.31-11		15125.00
04272		13/15	AP	12/22/15	0011984	491407	GENERAL	001-1050-514.31-11		15125.00
00881		3/16	AP	11/30/15	0011984	498996	GENERAL	001-1050-514.31-11		15125.00
04240		12/15	AP	10/30/15	0011770	495346	GENERAL	001-1050-514.31-11		15125.00
VENDOR TOTAL									.00	166,663.12

VENDOR/SEQ#/NAME/STATUS		ACCTG --- TRANSACTION---						ENCUMBRANCE	TRANSACTION
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	AMOUNT	AMOUNT
21704	00					A			
04548		12/13	AP	9/30/13	0007274	393973	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	2085.50
04548		12/13	AP	9/30/13	0007274	393976	HOLLAND, WILLIAM	001-1050-514.31-12	3727.00
04610		12/13	AP	9/30/13	0000000	393975	CORRECT ACCT NUMBER	001-1050-514.31-12	2500.00
04147		12/13	AP	8/26/13	0007074	389325	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	43.00
04147		12/13	AP	8/26/13	0007074	389327	2011 NOTE REFINANCE	001-1050-514.31-12	150.50
04147		12/13	AP	8/26/13	0007074	389326	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	13722.50
04147		12/13	AP	8/26/13	0007074	389324	BETZ, LOUIS	001-1050-514.31-12	2500.00
04147		12/13	AP	8/26/13	0007074	389322	COMMUNITY REDEV AGENCY	001-1050-514.31-12	4611.75
04030		11/13	AP	7/29/13	0006996	385834	BETZ, LOUIS	001-1050-514.31-12	2500.00
04030		11/13	AP	7/29/13	0006996	385833	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	8810.00
04030		11/13	AP	7/29/13	0006996	385832	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	5758.50
03493		10/13	AP	6/30/13	0006763	379266	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	107.50
03493		10/13	AP	6/30/13	0006763	379263	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	236.50
03508		10/13	AP	6/30/13	0006763	379267	HOLLAND, MARK M., JR.	001-1050-514.31-12	5346.50
03508		10/13	AP	6/30/13	0006763	379265	BETZ, LOUIS	001-1050-514.31-12	2500.00
03143		9/13	AP	5/31/13	0006564	374928	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	2480.50
03143		9/13	AP	5/31/13	0006564	374927	BETZ, LOUIS	001-1050-514.31-12	2500.00
03493		10/13	AP	5/31/13	0006763	374929	KURTIS KELLY ET AL V CITY	001-1050-514.31-12	688.00
03508		10/13	AP	5/31/13	0006763	375290	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	14759.75
02769		8/13	AP	4/30/13	0006361	370497	KURTIS KELLY V CITY OF TT	001-1050-514.31-12	193.50
02769		8/13	AP	4/30/13	0006361	370495	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	258.00
02769		8/13	AP	4/30/13	0006361	370492	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	666.50
02776		8/13	AP	4/30/13	0006361	370496	HOLLAND, WILLIAM	001-1050-514.31-12	7212.50
02776		8/13	AP	4/30/13	0006361	370494	BETZ, LOUIS	001-1050-514.31-12	2500.00
02585		7/13	AP	3/29/13	0006271	366749	KURTIS KELLY V CITY OF TT	001-1050-514.31-12	322.50
02585		7/13	AP	3/29/13	0006271	366748	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	137.00
02585		7/13	AP	3/29/13	0006271	366747	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	107.50
02595		7/13	AP	3/29/13	0006271	366744	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	3526.00
02595		7/13	AP	3/29/13	0006271	366746	BETZ, LOUIS	001-1050-514.31-12	2500.00
02125		6/13	AP	3/12/13	0006029	364485	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	85.00
02125		6/13	AP	3/12/13	0006029	364486	KURTIS KELLY, V CITY OF TT	001-1050-514.31-12	118.25
02138		6/13	AP	3/12/13	0006029	364481	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	7783.00
02138		6/13	AP	3/12/13	0006029	364484	BETZ, LOUIS	001-1050-514.31-12	2500.00
02138		6/13	AP	3/12/13	0006029	364488	WILLIAM WESLEY COOPER	001-1050-514.31-12	31608.50
01846		5/13	AP	2/22/13	0005884	312278	ESTATE OFDOVIE HAMBY	001-1050-514.31-12	1375.00
01568		5/13	AP	1/31/13	0005755	358630	HOLLAND, WILLIAM M., JR.	001-1050-514.31-12	85.00
01568		5/13	AP	1/31/13	0005755	358626	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	1053.50
01568		5/13	AP	1/31/13	0005755	358631	KURTIS KELLY ET AL V CITY	001-1050-514.31-12	591.25
01568		5/13	AP	1/31/13	0005755	358628	BETZ, LOUIS	001-1050-514.31-12	2500.00
01194		4/13	AP	12/31/12	0005604	354932	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	946.00
01194		4/13	AP	12/31/12	0005604	354938	RED LIGHT HEARINGS	001-1050-514.31-12	129.00
01194		4/13	AP	12/31/12	0005604	354937	KURTIS KELLY ET AL CITY	001-1050-514.31-12	139.75
01204		4/13	AP	12/31/12	0005604	354934	BETZ, LOUIS	001-1050-514.31-12	2500.00
01204		4/13	AP	12/31/12	0005604	354936	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	1843.00
00860		3/13	AP	11/30/12	0005454	350335	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	7916.00
00860		3/13	AP	11/29/12	0005454	350172	WILLIAM WESLEY COOPER	001-1050-514.31-12	28737.43
00860		3/13	AP	11/27/12	0005454	349987	RED LIGHT HEARINGS	001-1050-514.31-12	64.50
00860		3/13	AP	11/27/12	0005454	349983	BETZ, LOUIS	001-1050-514.31-12	2500.00
00860		3/13	AP	11/27/12	0005454	349981	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	6622.00

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VENDOR/SEQ#/NAME/STATUS											
ACCTG --- TRANSACTION---											
BATCH	P.O.#	PER.	CD	DATE	NUMBER	INVOICE	NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE	TRANSACTION
										AMOUNT	AMOUNT
-----											
00860		3/13	AP	11/27/12	0005454	349986		KURTIS KELLY ET AL V CITY	001-1050-514.31-12		1161.00
04730		12/12	AP	10/23/12	0005237	345243		HOLLAND, WILLIAM M. JR	001-1050-514.31-12		791.00
04730		12/12	AP	10/23/12	0005237	345245		RED LIGHT HEARINGS	001-1050-514.31-12		172.00
04734		12/12	AP	10/23/12	0005237	345241		BETZ, LOUIS	001-1050-514.31-12		2500.00
04734		12/12	AP	10/23/12	0005237	345239		COMMUNITY REDEVELOPEMENT	001-1050-514.31-12		2644.50
04734		12/12	AP	10/23/12	0005237	345246		WILLIAM WESLEY COOPER	001-1050-514.31-12		5230.60
04735		12/12	AP	10/23/12	0005237	345244		KURTIS KELLY ET AL V CITY	001-1050-514.31-12		2547.75
VENDOR TOTAL										.00	206,595.03

## Summary

Redevelopment	\$50,689
Holland	\$52,154
Hamby	\$1,890
Kelly	\$5,761
Cooper	\$65,575
Red Lights	\$366

VENDOR/SEQ#/NAME/STATUS		ACCTG ---TRANSACTION---							
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00					SHUMAKER, LOOP & KENDRICK, LLP			
						A			
04255		12/14	AP	9/30/14	0009411	441943	VLASS LITIGATION	001-1050-514.31-12	22750.50
04255		12/14	AP	9/30/14	0009411	441942	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	9340.00
03918		12/14	AP	8/31/14	0009214	438380	WOB S. TAMPA	001-1050-514.31-12	967.50
03949		12/14	AP	8/31/14	0009214	438378	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	4854.00
03949		12/14	AP	8/31/14	0009214	438379	VLASS LITIGATION	001-1050-514.31-12	27817.00
03636		11/14	AP	7/31/14	0009043	434095	MCKNIGHT V CITY OF TT	001-1050-514.31-12	258.00
03636		11/14	AP	7/31/14	0009043	434093	HOLLAND, WILLIAM M. JR	001-1050-514.31-12	583.00
03636		11/14	AP	7/31/14	0009043	434096	WOB S. TAMPA, LLC	001-1050-514.31-12	2001.50
03636		11/14	AP	7/31/14	0009043	434094	VLASS LITIGATION	001-1050-514.31-12	3311.00
03291		10/14	AP	6/30/14	0008889	430332	WOB S. TAMPA, LLC	001-1050-514.31-12	817.00
03291		10/14	AP	6/30/14	0008889	430329	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	497.00
03291		10/14	AP	6/30/14	0008889	430330	VLASS LITIGATION	001-1050-514.31-12	2757.50
03354		10/14	AP	6/30/14	0008889	430331	MCKNIGHT V. CITY OF TT	001-1050-514.31-12	1247.00
02953		9/14	AP	5/29/14	0008693	425964	VLASS LITIGATION	001-1050-514.31-12	11826.50
02953		9/14	AP	5/29/14	0008693	425963	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	3073.00
02953		9/14	AP	5/29/14	0008693	425965	MCKNIGHT V CITY OF TT	001-1050-514.31-12	1569.50
02594		8/14	AP	4/30/14	0008525	422684	VLASS LITIGATION	001-1050-514.31-12	19656.50
02549		8/14	AP	4/29/14	0008525	422247	MCKNIGHT V. CITY OF TT	001-1050-514.31-12	971.50
02571		8/14	AP	4/29/14	0008525	422246	HOLLAND, WILLIAM M, JR	001-1050-514.31-12	948.00
02190		7/14	AP	3/31/14	0008345	418545	VLASS LITIGATION	001-1050-514.31-12	13307.50
02190		7/14	AP	3/31/14	0008345	418323	MCKNIGHT VS CITY OF TT	001-1050-514.31-12	1708.25
02190		7/14	AP	3/31/14	0008345	418322	HOLLAND, WILLIAM M. JR	001-1050-514.31-12	476.00
01813		6/14	AP	2/28/14	0008138	414718	MCKNIGHT V. CITY OF TT	001-1050-514.31-12	840.50
01816		6/14	AP	2/28/14	0008138	414716	HOLLAND, WILLIAM JR	001-1050-514.31-12	6931.00
01857		6/14	AP	2/28/14	0008138	414717	VLASS LITIGATION	001-1050-514.31-12	24851.50
01446		5/14	AP	1/29/14	0007910	410668	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	51.00
01179		4/14	AP	12/23/13	0007792	405356	GENERAL	001-1050-514.31-12	15125.00
01838		6/14	AP	12/23/13	0008138	405356	CORRECT ENTRY	001-1050-514.31-12	15125.00-
00716		3/14	AP	11/26/13	0007651	401379	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	2773.50
04573		12/13	AP	10/09/13	0007316	395160	BETZ, LOUIS	001-1050-514.31-12	2500.00
04573		12/13	AP	10/09/13	0007316	395161	HOLLAND, WILLIAM M., JR.	001-1050-514.31-12	1834.50
04573		12/13	AP	10/09/13	0007316	395162	KURTIS KELLY ET AL CITY	001-1050-514.31-12	21.50
<b>VENDOR TOTAL</b>								<b>.00</b>	<b>170,541.25</b>

Summary

Vlass	\$126,275
Holland	\$28,587
Mc Knight	\$6,593
Redevelopment	\$2,773
WOB	\$3,785

VENDOR/SEQ#/NAME/STATUS		ACCTG	---TRANSACTION---							
BATCH	P.O.#	PER.	CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00	SHUMAKER, LOOP & KENDRICK, LLP					A			
04103	12/15	AP		9/30/15	0011628	491408	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		461.00
04103	12/15	AP		9/30/15	0011628	491410	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		279.50
04107	12/15	AP		9/30/15	0011628	491412	ANNEXATIONS	001-1050-514.31-12		2449.50
04107	12/15	AP		9/30/15	0011628	491409	HOLLAND, WILLIAM M. JR	001-1050-514.31-12		1406.00
04107	12/15	AP		9/30/15	0011628	491407	GENERAL	001-1050-514.31-12		15125.00
03760	12/15	AP		8/31/15	0011469	487597	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		967.50
03760	12/15	AP		8/31/15	0011469	487596	HOLLAND, WILLIAM M, JR	001-1050-514.31-12		66.00
03461	11/15	AP		7/29/15	0011294	483412	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		378.00
03461	11/15	AP		7/29/15	0011294	483410	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		833.00
03461	11/15	AP		7/29/15	0011294	43411	HOLLAND, WILLIAM, JR	001-1050-514.31-12		243.00
03617	11/15	AP		7/29/15	0011294	483412	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		9.00
03231	10/15	AP		6/30/15	0010910	479324	RED LIGHT HEARINGS	001-1050-514.31-12		64.50
03257	10/15	AP		6/30/15	0010910	479325	SEAGLIONE PROPERTIES L&R	001-1050-514.31-12		1139.50
03257	10/15	AP		6/30/15	0010910	479323	HOLLAND, WILLIAM M. JR.	001-1050-514.31-12		1985.00
02720	9/15	AP		5/31/15	0010757	475154	SEAGLIONE PROPERTIES L&R	001-1050-514.31-12		1505.00
02720	9/15	AP		5/31/15	0010757	475152	HOLLAD, WILLIAM M., JR	001-1050-514.31-12		3180.00
02941	9/15	AP		5/24/15	0010757	475153	RED LIGHT HEARINGS	001-1050-514.31-12		1978.00
02419	8/15	AP		4/30/15	0010554	471451	RED LIGHT HEARINGS	001-1050-514.31-12		666.50
02438	8/15	AP		4/30/15	0010554	471452	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		1505.00
02438	8/15	AP		4/30/15	0010554	471450	HOLLAND, WILLIAM M, JR.	001-1050-514.31-12		8027.50
02069	7/15	AP		3/31/15	0010396	467190	HOLLAND, WILLIAM, JR	001-1050-514.31-12		322.50
02086	7/15	AP		3/31/15	0010396	467189	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		2988.50
01714	6/15	AP		2/28/15	0010206	463116	HOLLAND, WILLIAM, JR	001-1050-514.31-12		43.00
01747	6/15	AP		2/28/15	0010206	463117	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		3633.50
01297	5/15	AP		1/31/15	0010023	459599	RE:HOLLAND, WILLIAM M JR	001-1050-514.31-12		580.50
01297	5/15	AP		1/31/15	0010023	459600	RE:VLASS LITIGATION	001-1050-514.31-12		2366.00
00986	4/15	AP		12/30/14	0009870	455713	HOLLAND, WILLIAM M JR.	001-1050-514.31-12		1491.50
00986	4/15	AP		12/30/14	0009870	455714	VLASS LITIGATION	001-1050-514.31-12		15627.25
00610	3/15	AP		11/26/14	0009681	451703	AMIR ANISI	001-1050-514.31-12		344.00
00633	3/15	AP		11/26/14	0009681	451702	VLASS LITIGATION	001-1050-514.31-12		7218.00
00633	3/15	AP		11/26/14	0009681	451701	HOLLAND, WILLIAM M., JR.	001-1050-514.31-12		11459.50
04401	12/14	AP		10/31/14	0009543	448286	AMIR ANISI	001-1050-514.31-12		2214.50
04401	12/14	AP		10/31/14	0009543	448141	MCKNIGHT V CITY OF TT	001-1050-514.31-12		1634.00
04401	12/14	AP		10/31/14	0009543	448140	VLASS LITIGATION	001-1050-514.31-12		6932.00
04401	12/14	AP		10/31/14	0009543	448139	HOLLAND, WILLIAM M., JR	001-1050-514.31-12		5448.00
VENDOR TOTAL									.00	104,571.25

Summary

Hamby	\$1,294
Scaglione	\$12,404
Annexations	\$2,449
Holland	\$34,252
Red Light	\$2,709
Vlass	\$32,143
Anisi	\$2,558
McKnight	\$1,634

VENDOR/SEQ#/NAME/STATUS										
BATCH	P.O.#	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21704	00	SHUMAKER, LOOP & KENDRICK, LLP					A			
03693		12/16 AP		9/30/16	0013588	603220	MATTER: ANNEKATIONS	001-1050-514.31-12		
03861		12/16 AP		9/23/16	0013747	601087	HOLLAND, WILLIAM, JR	001-1050-514.31-12		4996.38
03861		12/16 AP		9/23/16	0013747	601086	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		1806.00
03020		11/16 AP		7/28/16	0013211	530529	GENERAL	001-1050-514.31-12		6002.30
03020		11/16 AP		7/28/16	0013211	530529	GENERAL	001-1050-514.31-12		8813.08
03020		11/16 AP		7/28/16	0013211	530529	GENERAL	001-1050-514.31-12		2962.74
03020		11/16 AP		7/28/16	0013211	530531	HOLLAND, WILLIAM M, JR	001-1050-514.31-12		3349.18
03020		11/16 AP		7/28/16	0013211	530530	ESTATE OF DOVIE HAMBEY	001-1050-514.31-12		773.00
02662		9/16 AP		6/15/16	0012972	525275	HOLLAND, WILLIAM M. JR	001-1050-514.31-12		2810.10
02662		9/16 AP		6/15/16	0012972	525220	MCKNIGHT V CITY OF TT	001-1050-514.31-12		7857.50
02662		9/16 AP		6/15/16	0012972	525274	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		107.50
02186		8/16 AP		4/29/16	0012771	518866	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		4628.00
02186		8/16 AP		4/29/16	0012771	518868	MCKNIGHT V CITY OF TT	001-1050-514.31-12		527.00
02186		8/16 AP		4/29/16	0012771	518867	HOLLAND, WILLIAM M., JR	001-1050-514.31-12		1268.50
01906		7/16 AP		3/29/16	0012596	514480	THOMAS URBANCZYK	001-1050-514.31-12		12457.00
01906		7/16 AP		3/29/16	0012596	514479	ANNEXATIONS	001-1050-514.31-12		3186.00
01906		7/16 AP		3/25/16	0012596	514302	MCKNIGHT V CITY OF TT	001-1050-514.31-12		1479.50
01906		7/16 AP		3/25/16	0012596	514301	HOLLAND, WILLIAM H	001-1050-514.31-12		107.50
01525		6/16 AP		2/29/16	0012489	510754	MCKNIGHT VS CITY OF TT	001-1050-514.31-12		4616.50
01525		6/16 AP		2/29/16	0012489	510751	GENERAL	001-1050-514.31-12		989.00
01525		6/16 AP		2/29/16	0012489	510753	HOLLAND, WILLIAM M, JR	001-1050-514.31-12		5125.00
01525		6/16 AP		2/29/16	0012489	510752	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		2601.00
01525		6/16 AP		2/29/16	0012489	510768	THOMAS URBANCZYK	001-1050-514.31-12		340.00
01705		6/16 AP		2/29/16	0012489	510751	GENERAL	001-1050-514.31-12		510.00
01244		5/16 AP		2/02/16	0012268	499155	NON AD- VALOREM	001-1050-514.31-12		10000.00
01232		5/16 AP		1/29/16	0012268	507192	ANNEXATIONS	001-1050-514.31-12		5856.00
01232		5/16 AP		1/28/16	0012268	506918	HOLLAND, WILLIAM M	001-1050-514.31-12		885.00
01244		5/16 AP		1/28/16	0012268	506919	MCKNIGHT VS. CITY	001-1050-514.31-12		614.50
01244		5/16 AP		1/28/16	0012268	506917	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		2711.00
01244		5/16 AP		1/28/16	0012268	506943	ANNEXATIONS	001-1050-514.31-12		153.00
04272		13/15 AP		12/22/15	0011984	491407	GENERAL	001-1050-514.31-12		1972.50
00881		3/16 AP		11/30/15	0011984	499116	HOLLAND, WILLIAM	001-1050-514.31-12		15125.00-
00881		3/16 AP		11/30/15	0011984	499117	ANNEXATIONS	001-1050-514.31-12		4637.00
04240		12/15 AP		10/30/15	0011770	495450	ANNEXATIONS	001-1050-514.31-12		4194.75
04240		12/15 AP		10/30/15	0011770	495347	ANNEXATIONS	001-1050-514.31-12		14197.25
							SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		559.00
VENDOR TOTAL									.00	107,967.78

Summary

Annexations	\$27,723
Holland	\$35,361
Hamby	\$14,140
Mc Knight	\$5,182
Urbanczyk	\$3,696
Scaglione	\$559
Non AdVal	\$5,856

VENDOR/SEQ#/NAME/STATUS		ACCTG	TRANSACTION---		DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
BATCH	P.O.#	PER.	CD	DATE				
21704	00	SHUMAKER, LOOP & KENDRICK, LLP			A			
04548	12/13	AP	9/30/13	0007274	393975	✓BETZ, LOUIS	001-1050-514.31-11	2500.00
04548	12/13	AP	9/30/13	0007274	393973	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	2085.50
04548	12/13	AP	9/30/13	0007274	393976	HOLLAND, WILLIAM	001-1050-514.31-12	3727.00
04548	12/13	AP	9/30/13	0007274	393976	HOLLAND, WILLIAM	001-1050-514.49-99	141.40
04548	12/13	AP	9/30/13	0007274	393972	GENERAL	001-1050-514.31-11	15125.00
04548	12/13	AP	9/30/13	0007274	393972	GENERAL	001-1050-514.49-99	1.20
04610	12/13	AP	9/30/13	0000000	393975	CORRECT ACCT NUMBER	001-1050-514.31-11	2500.00
04610	12/13	AP	9/30/13	0000000	393975	CORRECT ACCT NUMBER	001-1050-514.31-12	2500.00
04467	12/13	AP	9/20/13	0007201	9/20 BILLING	CLOSING COST	210-1290-582.73-13	12000.00
04147	12/13	AP	8/26/13	0007074	389325	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	43.00
04147	12/13	AP	8/26/13	0007074	389327	2011 NOTE REFINANCE	001-1050-514.31-12	150.50
04147	12/13	AP	8/26/13	0007074	389326	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	13722.50
04147	12/13	AP	8/26/13	0007074	389326	HOLLAND, WILLIAM M., JR	001-1050-514.49-99	1126.66
04147	12/13	AP	8/26/13	0007074	389324	✓BETZ, LOUIS	001-1050-514.31-12	2500.00
04147	12/13	AP	8/26/13	0007074	389322	COMMUNITY REDEV AGENCY	001-1050-514.31-12	4611.75
04147	12/13	AP	8/26/13	0007074	389321	GENERAL	001-1050-514.31-11	15125.00
04147	12/13	AP	8/26/13	0007074	389321	GENERAL	001-1050-514.49-99	29.15
04030	11/13	AP	7/29/13	0006996	385834	✓BETZ, LOUIS	001-1050-514.31-12	2500.00
04030	11/13	AP	7/29/13	0006996	385833	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	8810.00
04030	11/13	AP	7/29/13	0006996	385833	HOLLAND, WILLIAM M., JR	001-1050-514.49-99	450.15
04030	11/13	AP	7/29/13	0006996	385832	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	5758.50
04030	11/13	AP	7/29/13	0006996	385832	COMMUNITY REDEVELOPEMENT	001-1050-514.49-99	76.80
04030	11/13	AP	7/29/13	0006996	385831	GENERAL	001-1050-514.31-11	15125.00
04030	11/13	AP	7/29/13	0006996	385831	GENERAL	001-1050-514.49-99	12.85
03493	10/13	AP	6/30/13	0006763	379266	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	107.50
03493	10/13	AP	6/30/13	0006763	379266	ESTATE OF DOVIE HAMBY	001-1050-514.49-99	
03493	10/13	AP	6/30/13	0006763	379263	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	236.50
03508	10/13	AP	6/30/13	0006763	379267	HOLLAND, MARK M., JR.	001-1050-514.31-12	5346.50
03508	10/13	AP	6/30/13	0006763	379267	HOLLAND, MARK M., JR.	001-1050-514.49-99	572.25
03508	10/13	AP	6/30/13	0006763	379265	✓BETZ, LOUIS	001-1050-514.31-12	2500.00
03508	10/13	AP	6/30/13	0006763	379262	GENERAL	001-1050-514.31-11	15125.00
03508	10/13	AP	6/30/13	0006763	379262	GENERAL	001-1050-514.49-99	462.24
03143	9/13	AP	5/31/13	0006564	374928	HOLLAND, WILLIAM M., JR	001-1050-514.31-12	2480.50
03143	9/13	AP	5/31/13	0006564	374928	HOLLAND, WILLIAM M., JR	001-1050-514.49-99	631.60
03143	9/13	AP	5/31/13	0006564	374927	✓BETZ, LOUIS	001-1050-514.31-12	2500.00
03143	9/13	AP	5/31/13	0006564	374925	GENERAL	001-1050-514.31-11	15125.00
03143	9/13	AP	5/31/13	0006564	374925	GENERAL	001-1050-514.49-99	65.30
03493	10/13	AP	5/31/13	0006763	374929	KURTIS KELLY ET AL V CITY	001-1050-514.31-12	688.00
03508	10/13	AP	5/31/13	0006763	375290	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	14759.75
02769	8/13	AP	4/30/13	0006361	370497	KURTIS KELLY V CITY OF TT	001-1050-514.31-12	193.50
02769	8/13	AP	4/30/13	0006361	370495	ESTATE OF DOVIE HAMBY	001-1050-514.31-12	258.00
02769	8/13	AP	4/30/13	0006361	370492	COMMUNITY REDEVELOPEMENT	001-1050-514.31-12	666.50
02776	8/13	AP	4/30/13	0006361	370496	HOLLAND, WILLIAM	001-1050-514.31-12	7212.50
02776	8/13	AP	4/30/13	0006361	370496	HOLLAND, WILLIAM	001-1050-514.49-99	401.60
02776	8/13	AP	4/30/13	0006361	370491	GENERAL	001-1050-514.31-11	15125.00
02776	8/13	AP	4/30/13	0006361	370491	GENERAL	001-1050-514.49-99	27.00
02776	8/13	AP	4/30/13	0006361	370494	✓BETZ, LOUIS	001-1050-514.31-12	2500.00
02585	7/13	AP	3/29/13	0006271	366749	KURTIS KELLY V CITY OF TT	001-1050-514.31-12	322.50
02585	7/13	AP	3/29/13	0006271	366748	HOLLAND, WILLIAM M. JR	001-1050-514.31-12	137.00

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VENDOR/SEQ#/NAME/STATUS										
ACCTG --- TRANSACTION---										
BATCH	P.O.#	PER.	CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
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21704	00						SHUMAKER, LOOP & KENDRICK, LLP	A		
04103		12/15	AP	9/30/15	0011628	491408	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		461.00
04103		12/15	AP	9/30/15	0011628	491410	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		279.50
04107		12/15	AP	9/30/15	0011628	491411	2015 NOTE REFINANACE	210-1290-582.73-13		4644.00
04107		12/15	AP	9/30/15	0011628	491412	ANNEXATIONS	001-1050-514.31-12		2449.50
04107		12/15	AP	9/30/15	0011628	491409	HOLLAND, WILLIAM M. JR	001-1050-514.31-12		1406.00
04107		12/15	AP	9/30/15	0011628	491409	HOLLAND, WILLIAM M. JR	001-1050-514.49-99		35.00
04107		12/15	AP	9/30/15	0011628	491407	GENERAL	001-1050-514.31-12		15125.00
03760		12/15	AP	8/31/15	0011469	487597	SCAGLIONE PROPERTIES L&R	001-1050-514.49-99		818.31
03760		12/15	AP	8/31/15	0011469	487596	HOLLAND, WILLIAM M, JR	001-1050-514.31-12		967.50
03776		12/15	AP	8/31/15	0011469	487595	GENERAL	001-1050-514.31-11		15125.00
03776		12/15	AP	8/31/15	0011469	487595	GENERAL	001-1050-514.49-99		208.60
03461		11/15	AP	7/29/15	0011294	483409	GENERAL	001-1050-514.31-11		15125.00
03461		11/15	AP	7/29/15	0011294	483409	GENERAL	001-1050-514.49-99		420.29
03461		11/15	AP	7/29/15	0011294	483412	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		378.00
03461		11/15	AP	7/29/15	0011294	483410	ESTATE OF DOVIE HAMBY	001-1050-514.31-12		833.00
03461		11/15	AP	7/29/15	0011294	43411	HOLLAND, WILLIAMM. JR	001-1050-514.31-12		243.00
03617		11/15	AP	7/29/15	0011294	483412	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		9.00
03760		12/15	AP	7/01/15	0011362	COUNSEL FEE	ISSURES' COUNSEL FEE	210-1290-582.73-13		5500.00
03231		10/15	AP	6/30/15	0010910	479324	RED LIGHT HEARINGS	001-1050-514.31-12		64.50
03257		10/15	AP	6/30/15	0010910	479325	SEAGLIONE PROPERTIES L&R	001-1050-514.31-12		1139.50
03257		10/15	AP	6/30/15	0010910	479323	HOLLAND, WILLIAM M. JR.	001-1050-514.31-12		1985.00
03257		10/15	AP	6/30/15	0010910	479322	HOLLAND, WILLIAM M. JR.	001-1050-514.49-99		34.90
03257		10/15	AP	6/30/15	0010910	479322	GENERAL	001-1050-514.31-11		15125.00
02720		9/15	AP	5/31/15	0010757	475154	GENERAL	001-1050-514.49-99		136.83
02720		9/15	AP	5/31/15	0010757	475152	SEAGLIONE PROPERTIES L&R	001-1050-514.31-12		1505.00
02720		9/15	AP	5/31/15	0010757	475152	HOLLAD, WILLIAM M., JR	001-1050-514.31-12		3180.00
02720		9/15	AP	5/31/15	0010757	475355	HOLLAD, WILLIAM M., JR	001-1050-514.49-99		14.80
02720		9/15	AP	5/31/15	0010757	475355	GENERAL	001-1050-514.31-11		15125.00
02941		9/15	AP	5/24/15	0010757	475153	GENERAL	001-1050-514.49-99		348.48
02419		8/15	AP	4/30/15	0010554	471451	RED LIGHT HEARINGS	001-1050-514.31-12		1978.00
02438		8/15	AP	4/30/15	0010554	471452	RED LIGHT HEARINGS	001-1050-514.31-12		666.50
02438		8/15	AP	4/30/15	0010554	471450	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		1505.00
02556		8/15	AP	4/30/15	0010554	471449	HOLLAND, WILLIAM M, JR.	001-1050-514.31-12		8027.50
02556		8/15	AP	4/30/15	0010554	471449	GENERAL	001-1050-514.31-11		15125.00
02069		7/15	AP	3/31/15	0010396	467190	GENERAL	001-1050-514.49-99		311.99
02086		7/15	AP	3/31/15	0010396	467189	HOLLAND, WILLIAM., JR	001-1050-514.31-12		322.50
02086		7/15	AP	3/31/15	0010396	467188	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		2988.50
02086		7/15	AP	3/31/15	0010396	467188	GENERAL	001-1050-514.31-11		15125.00
01714		6/15	AP	2/28/15	0010206	463116	GENERAL	001-1050-514.49-99		195.71
01747		6/15	AP	2/28/15	0010206	463117	HOLLAND, WILLIAM., JR	001-1050-514.31-12		43.00
01747		6/15	AP	2/28/15	0010206	463114	SCAGLIONE PROPERTIES L&R	001-1050-514.31-12		3633.50
01747		6/15	AP	2/28/15	0010206	463114	GENERAL	001-1050-514.31-11		15125.00
01297		5/15	AP	1/31/15	0010023	459599	GENERAL	001-1050-514.49-99		95.41
01297		5/15	AP	1/31/15	0010023	459599	RE:HOLLAND, WILLIAM M JR	001-1050-514.31-12		580.50
01297		5/15	AP	1/31/15	0010023	459599	RE:HOLLAND, WILLIAM M JR	001-1050-514.49-99		12.80
01297		5/15	AP	1/31/15	0010023	459597	RE:GENERAL	001-1050-514.31-11		15125.00
01297		5/15	AP	1/31/15	0010023	459597	RE:GENERAL	001-1050-514.49-99		84.40
01297		5/15	AP	1/31/15	0010023	459600	RE:VLASS LITIGATION	001-1050-514.31-12		2366.00

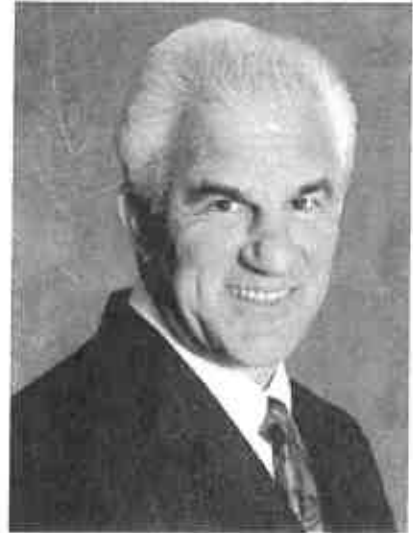


VENDOR/SEQ#/NAME/STATUS									
BATCH	P.O.#	ACCTG PER. CD	TRANSACTION DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
03949		12/14 AP	8/31/14	0009214	438379	VLASS LITIGATION	001-1050-514.49-99		124.49
03636		11/14 AP	7/31/14	0009043	434093	HOLLAND, WILLIAM M. JR	001-1050-514.49-99		324.50
03636		11/14 AP	7/31/14	0009043	434091	GENERAL	001-1050-514.49-99		31.40
03636		11/14 AP	7/31/14	0009043	434096	WOB S. TAMPA, LLC	001-1050-514.49-99		102.60
03636		11/14 AP	7/31/14	0009043	434094	VLASS LITIGATION	001-1050-514.49-99		387.10
03291		10/14 AP	6/30/14	0008889	430327	GENERAL	001-1050-514.49-99		34.00
03291		10/14 AP	6/30/14	0008889	430330	VLASS LITIGATION	001-1050-514.49-99		342.00
02953		9/14 AP	5/29/14	0008693	425964	VLASS LITIGATION	001-1050-514.49-99		1151.50
02953		9/14 AP	5/29/14	0008693	425961	GENERAL	001-1050-514.49-99		74.20
02594		8/14 AP	4/30/14	0008525	422684	VLASS LITIGATION	001-1050-514.49-99		562.85
02571		8/14 AP	4/29/14	0008525	422244	GENERAL	001-1050-514.49-99		41.80
02571		8/14 AP	4/29/14	0008525	422246	HOLLAND, WILLIAM M, JR	001-1050-514.49-99		247.00
02190		7/14 AP	3/31/14	0008345	418545	VLASS LITIGATION	001-1050-514.49-99		1079.10
02190		7/14 AP	3/31/14	0008345	418320	GENERAL	001-1050-514.49-99		372.20
02190		7/14 AP	3/31/14	0008345	418322	HOLLAND, WILLIAM M. JR	001-1050-514.49-99		227.15
01816		6/14 AP	2/28/14	0008138	414716	HOLLAND, WILLIAM JR	001-1050-514.49-99		188.60
01816		6/14 AP	2/28/14	0008138	414714	GENERAL	001-1050-514.49-99		180.54
01857		6/14 AP	2/28/14	0008138	414717	VLASS LITIGATION	001-1050-514.49-99		50.80
01446		5/14 AP	1/29/14	0007910	410666	GENERAL	001-1050-514.49-99		339.20
01179		4/14 AP	12/23/13	0007792	405356	GENERAL	001-1050-514.49-99		44.60
00716		3/14 AP	11/26/13	0007651	401378	GENERAL	001-1050-514.49-99		211.78
04573		12/13 AP	10/09/13	0007316	395161	HOLLAND, WILLIAM M., JR.	001-1050-514.49-99		63.30
04573		12/13 AP	10/09/13	0007316	395158	GENERAL	001-1050-514.49-99		87.20
04573		12/13 AP	10/09/13	0007316	395162	KURTIS KELLY ET AL CITY	001-1050-514.49-99		3.40
VENDOR TOTAL -								.00	22,880.78

# 5 Reasons Law Firms Top In-House Counsel For Local Gov't

Law360, New York (December 11, 2015, 9:50 AM EST) -- Local governments sometimes choose to outsource their general counsel function in lieu of hiring in-house legal staff. Many times, these are smaller cities or special governing districts that do not have the resources or workload to hire a full-time legal staff. However, even if they have sufficient workload to justify a full-time attorney, it may make more sense to use a law firm for general counsel needs.

With more than 30 years experience in local and state government law, and as the current legal counsel for the Florida cities of Largo and Safety Harbor, I have seen how this approach can work well. With that in mind, here are five reasons a local government may want to consider using a law firm to perform its general counsel function.



Alan S. Zimmet

## Reason #1

It often ends up being less expensive to use an outside law firm than to hire in-house staff.

Traditionally, the most expensive part of any business is its employees. Between salaries, benefits, payroll taxes, unemployment taxes and training, employee expenses easily surpass any other business expense. Local governments face this reality as well, which is why outsourcing the legal function could be more economical.

Years ago, the city of Largo, Florida did a cost analysis study to determine whether it would be beneficial to hire in-house legal staff instead of continuing the relationship with its current firm. No matter how they looked at it, the city's cost for legal services working with the law firm was at or below the average cost of legal services compared to other similarly sized cities. For this reason, the city decided to continue the relationship, and has done so for the past 16 years.

## Reason #2

Using a law firm instead of in-house counsel gives local governments access to lawyers with a wide range of expertise, such as real estate law, labor law and tax law. The Pinellas Suncoast Transit Authority (PSTA), the transit provider for Pinellas County, Florida, uses an outside law firm to perform a portion of its legal function. Two years ago, a contractor performing work at one of PSTA's facilities experienced a petroleum spill, which caused major environmental issues.

PSTA was able to quickly tap into the expertise of several specialty lawyers within the firm, including an environmental attorney, who had extensive experience with the Florida Department of Environmental Protection and the Florida Department of Health, along with a board-certified real estate attorney, who helped prepare a restrictive covenant on the affected portion of the property. The environmental lawyer also assisted with the claims against the contractor.

Because of PSTA's ongoing relationship with its firm, the organization was able to tackle the issues immediately and efficiently. If not for the firm's capabilities, this issue might have been delayed for months while PSTA went through the lengthy process of trying to find proper representation. PSTA would have then encountered even longer delays and expenses to bring new outside counsel up to speed on the issues at hand. By using an outside firm as its general counsel, PSTA already had experts available to handle these issues. As a bonus, these experts were made available to PSTA at discounted rates already established in its contract with the firm.

### **Reason #3**

If a local government only has one attorney, there is no backup should that person become sick or take personal leave. When using a law firm, a local government not only has the firm's dedicated attorney to represent the client, but also has legal and administrative staff as backup on a daily basis. Also, in instances when one attorney is unable to attend to a specific issue or attend a meeting, there are backup attorneys that can effectively and efficiently serve the local government's needs.

### **Reason #4**

Longevity: Smaller local governments that choose to hire in-house legal counsel often find themselves facing high turnover. By working with an outside law firm, local governments can choose to work with senior-level attorneys who are committed to working with the local government on a long-term basis. Cities working with law firms can get the benefit of institutional knowledge gained over many years of practice and expertise — knowledge that a less-experienced lawyer would not have.

In most instances, smaller cities can only afford to hire in-house lawyers at a lower salary. Many lawyers willing to work for these rates either have relatively little experience, or are looking to move on to larger, more lucrative positions in a few short years. This cycle can be costly and unpredictable.

### **Reason #5**

While working with an outside law firm, when an issue comes up, it's likely that someone at the firm has dealt with it before. There are numerous law firms that cater their services to local governments, with lawyers working in a variety of different practice areas. It's likely that no matter what issue the client is facing, someone at the firm has dealt with a similar situation before. Union issues? Seen those. Code violations? Check. Real estate litigation? Definitely.

When a local government chooses to outsource its legal work to a quality firm with municipal

experience, it can feel confident that the firm usually will not have to learn issues from scratch. That is not always the case when working with a one-person, in-house staff.

—By Alan S. Zimmet, Bryant Miller Olive

*Alan Zimmet is a member of Bryant Miller Olive's government practice group and is the co-leader of the litigation practice group. He has more than 35 years of legal experience and is board certified by The Florida Bar in the area of city, county and local government law.*

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# City leaders: Few differences between in-house attorney and hiring firm

Posted: Aug. 16, 2009

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By Jenna Buzzacco-Foerster of the Naples Daily News

Posted: Aug. 16, 2009

Naples has one.

So does Bonita Springs.

But when it comes to city attorneys, the neighboring cities have different approaches for their legal departments. Those differences also mean significantly different budgets, but some say those budgets don't necessarily always reflect the true cost of legal services.

"The fact is if you start looking at the actual cost of law departments in comparable cities, you find there's not much difference in cost," said Naples City Attorney Bob Pritt.

"The hardest thing to do is to figure out whether or not you're comparing apples to apples and oranges to oranges."

The city of Naples has contracted its city attorney's office out to a law firm for more than a decade. The city replaced its in-house lawyer with an attorney from Roetzel and Andress, a Naples firm, in 1996 and hasn't looked back since.

"I have never seen any advantage to having an in-house attorney for the simple reason that an in-house attorney has to farm work out," said Naples Mayor Bill Barnett. "There's so many things they can't do. Having a firm behind you is great because you have a lot of people representing you."

Bonita Springs, on the other hand, has had an in-house attorney since it became a city 10 years ago. The decision to have an in-house attorney didn't come easily though, said City Manager Gary Price, who said he remembers there being discussions about what is the best option for the small community.

"How much is one attorney going to be able to do?" Price recalled. "Is it financially the best way to go as opposed to having a firm? Is it good to have an attorney right down the hall or having to get on the phone and you hear the clock starting to tick?"

Cost is a constant concern when it comes to a city attorney's office. Proposed budgets for fiscal 2010 show that the cities of Naples and Marco Island, both of which have outside counsel, are budgeting more for legal services than Bonita Springs.

The city of Naples has tentatively budgeted more than \$540,000 for the city attorney's office in fiscal 2010. The budget includes Pritt's salary, a labor attorney and litigation costs.

Naples City Council in June 2008 voted to extend Pritt's contract for two years.

According to the contract, the firm charges \$245 an hour for general legal services, and \$280 an hour for litigation, or court, services.

It also includes the salary for the city's legal coordinator, Pat Rambosk, who is a city employee and works on-site. Rambosk, according to a proposed budget, makes more than \$79,000 a year plus benefits.

Naples' budget is nearly \$150,000 more than Bonita Springs' city attorney budget.

Bonita Springs' legal department budget is about \$394,000, two-thirds of which are salaries for City Attorney Audrey Vance and her two staff members: an assistant attorney and a legal secretary.

Vance makes \$129,150 a year plus benefits, while her assistant city attorney makes \$60,545 a year plus benefits. The city's legal secretary makes slightly more than \$49,000 a year, plus benefits.

The budget also includes \$50,000 for legal assistance contracted out to lawyers and consultants who can provide expertise in specialized fields.

Most Florida cities contract their legal services out with possibly a third of cities choosing to hire an in-house attorney, said Eric Hartwell, assistant general counsel at the Florida League of Cities.

Hartwell said there's no real standard like population or board size for determining whether a city will hire an in-house attorney or contract its services out.

Cities that opt for outside counsel usually do so to avoid a fixed expense when it comes to legal services. Outsourcing a legal department means municipalities only pay for the services they use, Pritt said.

But having an in-house attorney means having someone always on-hand to answer questions, Vance said.

"The benefits of having an inside attorney, the attorney can do preventative work," she said. "People can come up and ask questions and you can sometimes do lawsuit avoidance."

But Barnett who has worked with both an in-house attorney and outside counsel said "you're not going to get quick answers, no matter what" regardless of whether a community has in-house or outside counsel.

Naples City Council will discuss the budget for the city attorney's office, among other things, during Monday's budget workshop. The meeting begins at 8:30 a.m. at Naples City Hall on Eighth Street South.

Follow Naples City Hall reporter Jenna Buzzacco-Foerster and Bonita Springs City Hall reporter Tara E. McLaughlin at [twitter.com/ndn\\_jbuzzacco](https://twitter.com/ndn_jbuzzacco) and [twitter.com/ndn\\_fmclaughlin](https://twitter.com/ndn_fmclaughlin)