

LOBBYIST COMMUNICATION DISCLOSURE FORM

- *Must be completed by the elected municipal official when lobbying activities occur outside of governmental offices/premises.*
- *Must be filed with Municipal Clerk within ten (10) business days of the lobbying activities but no later than any vote taken on the matter which was the subject of the communication.*

NOT NECESSARY TO FILE WHEN LOBBYING ACTIVITIES OCCUR WITHIN GOVERNMENTAL OFFICES

Governmental Entity: Lighthouse Point

Mayor/Commissioner: Glenn Troast

Date: 2/17/15

I. Name and title of the lobbyist:
Nape Calhoun, Esq.

II. Name of Entity by which lobbyist employed/retained:
Record Television Enterprise

III. Date of Meeting ^{email} 2/16/15; Time of Meeting: 3:57 pm

IV. Location of Meeting:

a. If meeting in person, identify name of location if applicable (for example, name of restaurant, park, etc.), and street address:

b. If telephonic meeting, check here: . State location where you were at time of call:

c. If electronic media, check here: . State nature of the media (electronic mail, social media site), and location where you were when reviewing such communication.

V. Disclose the specific purpose and subject matter of the meeting:

see attached

Signature of Elected Official: Glenn Troast

Date: 2/17/15

Glenn Troast

From: Hope Calhoun <hcalhoun@dmbblaw.com>
Sent: Monday, February 16, 2015 3:57 PM
To: John Lavisky; Glenn Troast
Subject: FW: Record Enterprise Television, Inc
Attachments: Scanned from a Xerox multifunction device.pdf

Hope Calhoun
Partner
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432
Tel (direct): 561-405-3324
Tel (main): 561-405-3300
Fax: 561-409-2341
Email: hcalhoun@dmbblaw.com

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-----Original Message-----

From: Hope Calhoun
Sent: Monday, February 16, 2015 3:56 PM
To: 'jlavisky@lighthousepoint.com'
Cc: 'hifitzkee@tvrecordusa.com'; 'Marcelo Cardoso'; 'Mike Cirullo'; 'gtroast@lighthousepoint.com'
Subject: Record Enterprise Television, Inc

Good afternoon. Attached please find correspondence related to the above. At your convenience, please call me to discuss. Thank you.

Hope Calhoun
Partner
Dunay, Miskel & Backman, LLP
14 S.E. 4th Street, Suite 36
Boca Raton, FL 33432
Tel (direct): 561-405-3324
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-----Original Message-----

From: scan@dmbblaw.com [mailto:scan@dmbblaw.com]

Sent: Monday, February 16, 2015 4:10 PM

To: Hope Calhoun

Subject: Scanned from a Xerox multifunction device

Please open the attached document. It was scanned and sent to you using a Xerox multifunction device.

Attachment File Type: pdf, Multi-Page

multifunction device Location: machine location not set

Device Name: XRX_9C934E0388B3

For more information on Xerox products and solutions, please visit <http://www.saxon.net>



Gary S. Dunay
Bonnie Miskel
Scott Backman
Dwayne L. Dickerson
Hope W. Calhoun
Christina Bilenki
Heather Jo Allen

February 16, 2015

VIA Email: Jlavisky@lighthousepoint.com

Mr. John D. Lavisky
City Administrator
City of Lighthouse Point
2200 N.E. 38th Street
Lighthouse Point, FL 33064

RE: Property located at N. Federal Highway, Lighthouse Point ("Property")

Dear Mr. Lavisky:

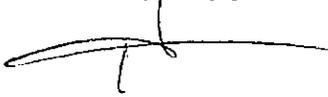
This letter comes to you after many months of diligent efforts to resolve the issues associated with the Property. As you are aware, my client (Record Enterprise Television, Inc.) has been trying for a very long time to initially redevelop but ultimately renovate its Property. Despite their best intentions, little progress has been made to date.

The frustration with this process comes as the direct result of trying to honor commitments made. As you may recall, you met with my client last year. I am advised that the issues addressed at the meeting were: (1) the development of the Property; (2) drainage associated with the Property; and (3) code enforcement issues associated with the Property. During the initial meeting, my client offered to pay the City of Lighthouse Point ("City") \$150,000 ("Payment") to resolve ALL issues (including code enforcement, plat and drainage related) associated with the Property. It was their understanding that the Payment would serve to pay their share of improving the most proximate storm water system associated with the Property and many other properties in the City of Lighthouse Point **and** satisfy the outstanding code enforcement issues. In fact, our client prepared and transmitted a draft agreement to that effect summarizing what was agreed to verbally at the initial meeting. After exchanging draft agreements, the City changed its position on the waiver of all code fines removing that language from the client's draft. After that, all dialogue with the City ceased. It is at this point that the property owner engaged us, and requested that we attempt to reinitiate dialogue with the City. Despite our meeting, it appears that the client remains at a standstill with drainage, platting, and site work potentially being open issues.

My clients understand that drainage in the area (specifically behind the Property) is problematic for many reasons, the majority of which are caused by other properties. However, no construction proposed or completed has or will negatively impact the existing drainage. In fact, the impervious areas (building and parking) have in fact been reduced thereby improving drainage on the subject Property. Notwithstanding the fact that their newly created landscaped areas have improved drainage on the Property, the owner generously is willing to contribute \$150,000 to the City (which we understand is more than the City asked for) and is an amount far beyond the client's pro-rata share of the overall cost of the improvement. As it would be unreasonable for the City to expect my client to resolve the drainage issues for the entire City (particularly since the recent construction had a favorable impact on drainage), and the client is not a sole user of the storm water system, the offer of \$150,000 with the proviso that all code fines be waived is more than reasonable.

At this point, we would like to make the Payment agreed upon, process the plat and site plan currently under review and finalize the improvements permitted by the City. Please contact me to discuss next steps. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Hope Calhoun', with a long horizontal flourish extending to the left.

Hope Calhoun, Esq.

cc: Hillard Fitzkee
Marcelo Cardoso
Glen Troast
Mike Cirullo, Jr.