

Meeting Date
November 3, 2015



AGENDA	
Section	Consent
Item No.	II.D.7.

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Brevard County v. Walter Platt, et. al.
DEPT/OFFICE:	County Attorney's Office

Requested Action:

Acknowledge and reject offer of settlement.

Summary Explanation & Background:

On October 13, 2015, the attorney for the property owners offered to settle the case for \$450,000 excluding payment for attorneys fees, expert witnesses and costs. A copy of the the offer is attached. The offer is significantly above amounts authorized pursuant to the Board's prior direction, therefore, staff recommends rejection of the offer.

Contact: Eden Bentley
 Phone/e-mail: 633-2090 Eden.Bentley@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached: Email from Jack Kirschenbaum

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager	Department Director / Extension Scott Knox, County Attorney John Denninghoff, Public Works Director
Stockton Whitten	Assistant County Manager	



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

November 4, 2015

MEMORANDUM

TO: Tom Rosenberg, Budget Director

RE: Item II.D.7., Acknowledge and Reject Offer of Settlement for Brevard County v. Walter Platt, et. al.

The Board of County Commissioners, in regular session on November 3, 2015, acknowledged and rejected the offer of settlement for Brevard County v. Walter Platt, et. al.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

cc: Finance

Bentley, Eden

From: Bentley, Eden
Sent: Tuesday, October 13, 2015 2:43 PM
To: Jones, Daniel; Denninghoff, John P
Cc: Knox, Scott L
Subject: FW: Brevard County v Platt

FYI and refresher. The BCC's expired offer was for \$300,000 (less the 96,000 previously deposited.) That offer was exclusive of costs and fees. Expert witness fees were at \$52,055.11 at the time of the offer. Attorney fees, per the statute, would have been \$67,320. The total fees and costs at that time would be \$119,375.11. The appraisal fee was extremely high at \$22,667. Now the appraiser will respond to the county's enhancement analysis and begin trial prep. We will request an executive session to present the offer to the BCC, or, in the alternative, provide a report of the offer to the Board at a public hearing.

From: Jack Kirschenbaum [<mailto:Jack.Kirschenbaum@gray-robinson.com>]
Sent: Tuesday, October 13, 2015 2:14 PM
To: Bentley, Eden
Cc: Walter Platt (patandtoby@aol.com)
Subject: Brevard County v Platt

As I told you on the telephone my client will agree to settle this case for the amount of \$450,000.00 as and for full compensation (excluding attorney fees, costs and expert fees).

This offer will remain open for 20 days.

I believe it is a fair and reasonable offer and would end expensive and time consuming and risky litigation for all parties. Thank you for your consideration.

Jack Kirschenbaum | Shareholder
GRAY | ROBINSON

1795 West NASA Blvd. | Melbourne, Florida 32901
T: 321-727-8100 | **F:** 321-984-4122
[E-mail](#) | [Website](#) | [Bio](#) | [vCard](#)

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