CITY OF VERO BEACH, FLORIDA
NOVEMBER 16, 2010 6:00 P.M.
REGULAR CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

A G E N D A

1. CALL TO ORDER

A. Roll Call
B. Invocation – Father Michael Edwards/St. Helen's Catholic Church
C. Pledge of Allegiance

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption
B. Proclamations

1. Christian Heritage Week – November 21-27, 2010

C. Public Comment

1. Mr. Larry Wilke to speak about Florida Power and Light (FP&L).

2. Mrs. Helene Caseltine, Director of Economic Development, will be discussing Economic Development in Indian River County.

D. Adoption of Consent Agenda

1. Regular City Council Minutes – November 2, 2010
2. Commercial Lease Agreement between the City of Vero Beach and The Honorable Debbie Mayfield for the Rental of City Hall Office Space
3. Solid Waste Franchise Agreement – Haulin Trash, Inc.
4. Joint Participation Agreement – FDOT FM No. 428609-1-78-01-Dredging of Vero Isles Canal
5. Monthly Capital Projects' Status Reports

(The matters listed on the consent agenda will be acted upon by the City Council in a single vote unless any Councilmember requests that any specific item be considered separately.)

3. PUBLIC HEARINGS

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS

THAT REQUIRE A FUTURE PUBLIC HEARING

A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 73, Article I, Flood Damage Prevention of the City of Vero Beach Code; Providing for New Definitions and Revisions to Clarify and Update the Existing Text; providing standards for regulating placement of Manufactured Homes and Recreational Vehicles in Special Flood Hazard areas; providing for conflict and severability; providing for an effective date.

B) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Land Use, Traffic Circulation Element and Capital Improvements Element of the City of Vero Beach Comprehensive Plan by creating a Policy to Ensource the Location of an AmTrak Passenger Rail Station in the Downtown; revising the level of service standard for A1A North of State Route 60 (Beachland Boulevard); Correcting Omissions; and Clarifying Language describing Roadway Level of Service Standards; providing for an effective date.

6. CITY CLERK'S MATTERS

A) December City Council Meeting

B) Council Appointments to Different Committees

7. CITY MANAGER'S MATTERS

A) Interim City Manager Position

B) Pain Management Clinics

8. CITY ATTORNEY'S MATTERS

9. CITY COUNCIL MATTERS

A. Old Business

B. New Business

1. FP&L – Requested by Mayor Kramer
2. On-Line Check Book – Requested by Mayor Kramer
3. Request Monthly Financial Reports – Requested by Vice Mayor Turner
4. Quarterly Financial Reviews – Requested by Vice Mayor Turner
5. Ordinances must have a Statement of Financial Impact – Requested by Vice Mayor Turner
6. Request (10) Ten year Proforma Statements for Water and Sewer – Requested by Vice Mayor Turner
7. Request of Resolution to Create City of Vero Beach Youth Advisory Board –

Requested by Councilmember Carroll

8. Discussion of the "Selling" of the Vero Beach "Electric Utilities" – Requested by Councilmember Fletcher
9. Discussion by Mr. Vitunac on the Status of the Consultant, Ms. Sue Hersey of Boston, that the City hired as a Utilities Contract Specialist – Requested by Councilmember Fletcher
10. Discussion by the Interim City Manager or his agent of the "Condition of the Power Plant, Combined Cycle Units" – Requested by Councilmember Fletcher
11. Discussion of OUC Contract – Requested by Councilmember Heady
12. Councilmember Sponsor for Agenda Items – Requested by Councilmember Heady
13. FP&L Progress – Requested by Councilmember Heady
14. Financial Analysis – Requested by Councilmember Heady
15. Fiscal Year 2011-2012 Next Year Budget – Requested by Councilmember Heady
16. Discussion of Finance Commission – Requested by Councilmember Heady
17. Discussion of Utilities Commission – Requested by Councilmember Heady
18. Putting Citizens First – Requested by Councilmember Heady
19. City Manager Search – Requested by Councilmember Heady
20. Heady versus City of Vero Beach Lawsuit – Requested by Councilmember Heady
21. Golf Course – Requested by Councilmember Heady
22. Pension Plans – Requested by Councilmember Heady

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Jay Kramer's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

B. Vice Mayor Pilar Turner's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

C. Councilmember Brian Heady's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

D. Councilmember Craig Fletcher's Matters
   1. Correspondence
   2. Committee Reports
   3. Comments

E. Councilmember Tracy Carroll's Matters
   1. Correspondence

2. Committee Reports
3. Comments

11. ADJOURNMENT

Council Meetings will be televised on Channel 13 and replayed.

This is a Public Meeting. Should any interested party seek to appeal any decision made by Council with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings and that, for such purpose he may need to ensure that a record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. Anyone who needs a special accommodation for this meeting may contact the City's Americans with Disabilities Act (ADA) Coordinator at 978-4920 at least 48 hours in advance of the meeting.

CITY OF VERO BEACH, FLORIDA
NOVEMBER 16, 2010 6:00 P.M.
REGULAR CITY COUNCIL MINUTES
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

1. CALL TO ORDER

A. Roll Call

Mayor Jay Kramer, present; Vice Mayor Pilar Turner, present; Councilmember Craig Fletcher, present; Councilmember Brian Heady, present and Councilmember Tracy Carroll, present. **Also Present:** Monte Falls, Interim City Manager; Charlie Vitunac, City Attorney and Tammy Vock, City Clerk

B. Invocation

The invocation was given by Father Michael Edwards of St. Helen's Catholic Church.

C. Pledge of Allegiance

The audience and the Council joined in the Pledge of Allegiance to the flag.

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption

Mrs. Carroll made a motion that because of duplication of items 9B-1) and 9B-13) having to do with FP&L and item 9B-8) having to do with the sale of the electric utilities, that they add them together under item 9B-1).

Mr. Fletcher was opposed to this because under item 9B-8) discussion of selling the utilities, he plans to make a motion that they in fact do that.

Mr. Heady was opposed to removing any items that are under City Council Matters.

Mr. Fletcher would like the agenda to remain as presented.

The motion died for lack of a second.

Mrs. Carroll made a motion that because of duplication of items 9B-14), 9B-3), and 9B-4), which all had to do with financials, that they group them together.

Mrs. Turner had no problem with combining items 9B-3), 9B-4) and 9B-5).

Mr. Heady was opposed to removing any items off of the agenda that Council has placed on the agenda. He said that if they get to a particular item and it is a redundancy, then Council can address it at that time.

The motion died for lack of a second.

Mrs. Turner made a motion to adopt the agenda. Mr. Fletcher seconded the motion.

Mrs. Tammy Vock, City Clerk, requested that item 2B-2) "National Hunger and Homelessness Awareness Week" be added under proclamations.

Mrs. Turner amended the motion to include this item. Mr. Fletcher seconded the amended motion.

Mr. Heady asked that a report on the chili cook-off be added to the agenda.

Mrs. Carroll asked to add to the agenda item 9B-23) to clarify the Code in terms of how agenda items are brought forward by the City Council and the requirements necessary to place items on the agenda.

Mr. Heady clarified that included in the additions on the agenda were, the proclamation on Homeless week, the Chili cook-off and discussion on the requirements to place items on the agenda.

Mrs. Carroll clarified that the item she added regarding items placed on the agenda be heard as item 9B-23).

The amendments were made to the motion and it passed unanimously.

B. Proclamations

1. Christian Heritage Week – November 21-27, 2010

2. National Hunger and Homelessness Awareness Week

Mayor Kramer read and presented both of the proclamations.

3. Chili cook off

Mr. Heady thanked everyone for helping with the chili cook-off. He especially thanked Mayor Kramer's wife.

Commissioner Bob Solari stated that the County Commission had a great time at the event and was glad that the City participated.

C. Public Comment

Mr. Charlie Wilson referred to an article that was recently in 32963 regarding the Power Plant. He said that a lot of people were up in arms regarding what has been alleged. He asked Council what they plan on doing. He said that there was a potential there for a Federal crime. He explained that if their records were altered and pieces of equipment are missing then they need to know. He felt that the City should request every sheet of paper that Ms. Sue Hersey, Consultant, has that she developed that was paid for by the City so that it cannot be used in her business with other cities. He said assuming the City Attorney is the most competent City Attorney in the world, has the best work ethic in the world, and has tremendous advise to give Council, he still cannot give Council advise because he has a conflict of interest on 90% of the items that were on tonight's agenda. He asked that the City Attorney think about recusing himself as the City Attorney because he cannot give advice on the OUC contract, FP&L, personnel issues, etc., because of a conflict of interest.

1. Mr. Larry Wilke to speak about Florida Power and Light (FP&L).

Mr. Larry Wilke was not present for the meeting.

2. Mrs. Helene Caseltine, Director of Economic Development, will be discussing Economic Development in Indian River County.

Mr. Bill Penny, Chairman of the Economic Development, explained to the Council how Economic Development works in the Indian River County.

Mrs. Helene Caseltine, Director of Economic Development, gave a Power Point Presentation, which included goals, marketing, incentives, targeted industries in Indian River County, recruitment tools, revised local jobs grant criteria, revised Economic Development Element, reducing impact fees, project process, Tax Abatement Referendum, funding for Economic Development, adoption of the Life Sciences Accord, and she discussed what successes that they have had.

Mrs. Carroll asked of the jobs that they feel Economic Development brought to the County, have any of them been in the City.

Mrs. Caseltine answered yes.

Mrs. Carroll asked have there been comments that Mrs. Caseltine would like to share regarding people they bring into the County and perhaps also drive through the City that may affect the decisions the Council makes to help with Economic Development. She asked if there has been any comments that the City has problems or that there are concerns with locating businesses within the City of Vero Beach.

Mrs. Caseltine said that she has not heard that from businesses she has been working with.

Mrs. Carroll thought that a large portion of the Enterprise Zone lies within the City limits. She asked if they were currently being successful in having outside businesses look at locating within the Enterprise Zone and within the City limits.

Mrs. Caseltine said that there have been inquires, but it has been a quiet year.

Mrs. Carroll asked if they have fielded any interest from Aviation industries concerning utilizing the Enterprise Zone at the Airport.

Mrs. Caseltine said that they have had inquiries from aviation companies that were not necessarily related to the Enterprise Zone, but because of the Vero Beach Airport, which is in the Enterprise Zone.

Mr. Heady said regarding supplying prudent industrial land, when government gets involved that means tax dollars. He said that he was not a big proponent of spending tax dollars on making sites available.

Mrs. Caseltine said because the infrastructure was in place, that was what made the decision for the CVS Warehouse and Distribution center to locate there. So it did help to create 2,798 jobs.

Mr. Heady said that the CVS project was built before the approval for the one-million dollar second phase of that. He said regarding advertising target markets, he would be more impressed if target markets were from Peeking rather than from Boston. It troubled him that one municipality or one governing agency in one state spends a lot of taxpayer dollars to see what they can do to steal companies from other states and at the same time they spend tax dollars seeing what can be done to give incentives to companies to move overseas.

Mrs. Caseltine said that in our partnership with Enterprise Florida, the State of Florida has offices in approximately 13 countries and part of their responsibility is to promote Florida and Florida businesses. She said that they do work with those foreign offices to make sure that they know about Indian River County and this part of the State.

Mr. Heady referred to the initiate with respect to suspending impact fees. He said that when they suspend impact fees, what they really do is a transfer of tax and someone pays for it. Suspending of impact fees was not a favorite of his. He would rather see governing authorities reduce their expenses rather than transferring the tax from a company coming in onto the backs of those who live here now. The tax abatement is the same kind of thing. He felt that if they really want to solve some of the problems then governing authorities need to stop spending taxpayer's money. He asked what is the total dollar amount they receive from the County.

Mrs. Caseltine said that they receive $119,332 from the County.

Mr. Heady said that could be an area where they can cut some money. He said that when the City got involved with the Chili cook-off, rather than spending taxpayer dollars, they received donations. He would rather that they find different sources of income rather than from the taxpayers.

Mrs. Caseltine said that they also receive funding of about $50,000 from private sector partners. She said that they do try to leverage those dollars as best as they can.

Mr. Heady said one of the things businesses look at is the tax rate in the area. He said that every time they have somebody that asks for money, that increases the tax rate. He would much rather see private sector picking up the cost rather than taxpayers. Particularly when we are in this economic crunch where taxpayers are already overburdened. He said that in the local job grant that was approved he saw that there were new jobs created. He asked was there a financial analysis done to show the cost and benefit ratio of what was spent and what they are getting.

Mrs. Caseltine said that they do look at the capital investment. She said that she would provide a copy of the applications to Council.

Mr. Heady said that his question was if there has been any financial analysis done. If there is an analysis he would like Council to receive a copy. He noticed that Piper is listed as having 850 employees. He asked is that the current number of employees.

Mrs. Caseltine answered yes, as of several weeks ago.

Mrs. Turner thanked Mrs. Caseltine for her presentation and for the work the Economic Development group is doing. She felt that they would have more support from the Council. She would like to look into what they could do in order to streamline the business licensing and processing. She felt that the creation of new jobs increases the tax revenue. Therefore, there is a direct return on that. She said that she would investigate the City contributing to the Economic Development during the City's budget cycle.

Dr. Stephen Faherty congratulated the new Council on their election. He then read a prepared statement (please see attached).

Mr. Heady asked to get consensus from the Council to put the payment on hold for FMEA until the City Manager and Acting Utilities Director can bring back to them some cost benefits analysis and then they can decide if it is something that they want to pay.

Mayor Kramer said that he would like to see it suspended until the next meeting.

It was the consensus of the Council to suspend the payment with the exception of Mr. Fletcher who was in disagreement.

Mr. Heady asked that the City Manager bring back any draft documents to their next meeting.

Mr. Vitunac said the fact that something is in draft form does not mean that it is not a public record. He said it is the City's policy that drafts are public records.

Ms. Cindy Swartz said there was a USDA funded fruit and vegetable program in Indian River County for two years. The funding ran out and they deduced the funding through the social economic ratio of free and reduced lunches. The only school that qualified this year was Fellsmere Elementary. She wrote a grant to "Refresh Everything Dot.com," who gives out one point three million dollars a month to the winning grants, which goes by votes. She said that her grant is called "Restart the Fresh Fruit and Vegetable Program in Vero Beach Schools." She explained that to vote for a grant for Vero Beach, they would need to go to the website www.refresheverything.com. She noted that the votes continue through the end of November and everyone over the age of 13 can vote and they can vote every day.

Mr. J. Rock Tonkel said that he was present for tonight's meeting representing 1,300 people in Grand Harbor, who supported Operation Clean Sweep. He noted that their position has not changed. All of the things that they have talked about over the course of the past year are etched in stone. He was heartened to hear Mr. Fletcher indicate that he was going to make a motion to sell the utilities to FP&L. He hoped that the rest of Council would support his initiative. He said that they were looking for a different result and looking to Council to solve their problems as ratepayers.

Mrs. Linda Hillman, 2315 18th Avenue, said that she knows how big this Council is on backup information. She passed out some information to the Council (on file in the City Clerk's office). She said this information was to familiarize everyone on what has been going on in Original Town. She briefly gave the history of the County Go-line buses. She felt that the new location for the buses at the Veterans Services location would also be a problem area. She asked the City Attorney to explain Section 74-56 of the City Code.

Mr. Vitunac asked Mrs. Hillman to meet with him and with Mr. McGarry tomorrow to go over it.

Mrs. Hillman said Council is here because they were elected. She was elected to be the President of her Neighborhood Association so that she could be the face for all the neighbors. There are some neighbors who are not in favor of the buses moving and they can come up and speak. She said that Mr. Tom White (former Councilmember) said that City Council is elected by the taxpayers and it is the responsibility of the Council to research the problem and negotiate for the citizens and the neighborhoods. She said that this is a big burden for the neighbors.

Mayor Kramer said that he would like to sit in on the meeting when Mrs. Hillman meets with the City Attorney.

Mrs. Hillman said that she would call the City Attorney and make an appointment to meet with him on Friday.

Mrs. Carroll referred to the letter from Mr. Falls dated November 2, 2010, which stated that the buses were no longer being parked where they were and are now being moved to the County Administration Building.

Mr. Falls said that staff has been continually working with Mrs. Hillman, Indian River County, and the Senior Resources to resolve this issue. He said that the City has suggested some alternate sites, which they were told that there were some issues with those sites. They have looked at other hubs around the County and are trying to figure out why it works in these areas and not where it is currently located. He said that he has gone over there and watched the activities of the hub. He reported that every hour about eight buses come in there in a ten-minute time span and unload and people change buses. It is really a connection point for the buses and it doesn't really serve as a bus stop. He said that it was more of a transfer point.

Mrs. Hillman was very appreciative of what staff is trying to do. She heard that her neighborhood is being called a "nimby" neighborhood, which stands for "not in my back yard."

Mr. Fletcher asked why the buses left Pocahontas Park (former hub).

Mr. Falls said that there were some issues with traffic.

Mr. Fletcher asked why they would move the problem to a residential area.

Mr. Falls said that they are still working on getting a temporary site plan approved by the County. He said that the City did not select the site where it is now located.

Mrs. Carroll understood that there were problems with Pocahontas Park because families came forward who witnessed homeless people sleeping there and there were serious safety concerns for the children in the Park.

Mr. Dave Barnett, 1936 41st Avenue, spoke in favor of the buses staying at the location where they are presently located. He said that they were trying to blame all the crime on these buses. He has ridden these buses and there are school children riding on them, working people riding them, and numerous elderly people riding them. He would welcome the buses to his neighborhood because it would probably lower the crime rate in his neighborhood. One thing he has not heard anyone say was anything about is the Workforce Solution bus that sits at that location all day. He then talked about the high crime rate in his neighborhood.

Mayor Kramer said that he was going to go down there and experience it for himself so he can get a feel of what is going on.

D. Adoption of Consent Agenda

Mr. Heady pulled items 1, 2, 4, and 5 off of the consent agenda.

Mr. Fletcher made a motion to adopt the consent agenda as amended. Mrs. Turner seconded the motion and it passed unanimously.

1. Regular City Council Minutes – November 2, 2010

Mr. Heady said that he would get with the City Clerk on changes to be made to the minutes.

2. Commercial Lease Agreement between the City of Vero Beach and The Honorable Debbie Mayfield for the Rental of City Hall Office Space

Mr. Heady asked what the space cost the City.

Mr. Falls said the only cost the City has is for the utilities that the City provides. The rent charged is $185 per month and is the rate that the City has been charging Representative Debbie Mayfield and her predecessors. It is well below market, but it is what the City has offered to the Representatives to make it more convenient for their constituents.

Mr. Heady said that is pretty cheap rent and the City residents are picking up a district office that covers much more than the City. He asked is there anything that Representative Mayfield could do to increase this.

Mr. Falls said if Council directs staff they could negotiate some additional things for the lease space.

Mr. Heady asked Mr. Falls to see what he can do and to bring it back before Council at their next meeting.

Mayor Kramer wondered if it provided the City a benefit in having the Representatives located at City Hall.

Mr. Fletcher said it has been convenient over the years in having them there.

Mrs. Carroll said that there is staff in Representative Mayfield's office to meet with the public and to set up appointments. She said that this is Representative Mayfields' only office other than the office that she has in Tallahassee. She felt that it was more convenient for residents to meet with her here than if she had an office somewhere else in her district.

Mr. Falls asked Council if they wanted him to try to negotiate something closer to market value.

Mayor Kramer felt that there was probably some benefit having them here.

Mr. Fletcher said that it has been a benefit when legislation issues come up.

Mrs. Carroll felt that this was appropriate. She made a motion to accept the Commercial Lease Agreement between the City of Vero Beach and Representative Debbie Mayfield. Mrs. Turner seconded the motion and it passed unanimously.

3. Solid Waste Franchise Agreement – Haulin Trash, Inc.

4. Joint Participation Agreement – FDOT FM No. 428609-1-78-01-Dredging of Vero Isles Canal

Mr. Heady felt that they needed to rethink the storm water dumping into canals or the lagoon. He felt that they need to reverse that and send water to some kind of retention or reuse ponds. The continued cost to the taxpayers, not only in dredging, but also the harm to the lagoon could be offset if they rethink what they do as far as stormwater.

Mr. Heady made a motion to approve Joint Participation Agreement – FDOT FM No. 428609-1-78-01 Dredging of Vero Isles Canal. Mr. Fletcher seconded the motion.

Mr. Fletcher said that when dredges go in a lot of times the corporations that are doing the dredging will dredge too much. He didn't see anything in the contract concerning that and he requested that Mr. Vitunac put something in the contract, which he assured him that he would.

Mr. Falls noted that this contract was administered out of the Public Work's Department. He said that what they were accepting here tonight was a JPA to allow the City to receive $100,000 from the DOT. He reported that when DOT repaved State Road 60 the City had them install sediment traps on all the outfalls that discharge into the canals so this will not be a recurring problem.

Mrs. Carroll said that she met with Mr. Falls because she was concerned that they were approving something without financial data. She reported that Mr. Falls stated that prior to approval Council would have accurate financial data.

The motion passed unanimously.

5. Monthly Capital Projects' Status Reports

Mr. Heady referred to the the Bay Drive and River Drive bridge replacement and the Water Treatment Maintenance building and Field Services Complex. He wanted to point out that in the current economic climate that they just do projects that are absolutely necessary. He then referred to the Storage Reservoir and Injection Well Pump Station. He asked for a total on all the projects that were related to this project.

Mr. Heady made a motion to approve the Monthly Capital Projects' Status Report. Mrs. Turner seconded the motion and it passed unanimously.

3. PUBLIC HEARINGS

None

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

None

5. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS THAT REQUIRE A FUTURE PUBLIC HEARING

A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 73, Article I, Flood Damage Prevention of the City of Vero Beach Code; Providing for New Definitions and Revisions to Clarify and Update the Existing Text; providing standards for regulating placement of Manufactured Homes and Recreational Vehicles in Special Flood Hazard areas; providing for conflict and severability; providing for an effective date.

The City Clerk read the Ordinance by title only.

Mr. Tim McGarry, Planning and Development Director, reported that the draft regulations they have before them is in response to issues that were raised during the City's community assistance visit. He explained that these are visits by either FEMA or by the State for communities who participate in the National Flood Insurance Program. Several comments made had to do with the City's Ordinance that failed to address mobile homes. These revisions were placed in Ordinance. He reported that during the visit, the City explained to them some of the issues they were having with the Building Department. He noted that they built in some further steps so they can pick up on any problems. He reported that this Ordinance was recommended for approval by both the Department of Emergency Management and the Planning and Zoning Board.

Mrs. Carroll referred to the statement "all recreational vehicles must be on a site for fewer than 180 consecutive days." She asked is that telling a property owner that they cannot have their pop-up RV on their property any longer than half a year.

Mr. McGarry answered no. He explained that is if they are being used as a residence. He said people are not allowed to spend the night in their RV at home, but they can have it on their property.

Mrs. Carroll questioned if a resident had friends or family members who visit them in their RV and park it in their driveway.

Mr. McGarry said that is not a problem, but they are not suppose to spend the night in the RV.

Mrs. Carroll said it states that the RV must meet all the requirements for new construction including anchoring and elevation standards.

Mr. McGarry said that is when an RV becomes a permanent residence.

Mrs. Carroll asked where in the City do they have a problem with flooding.

Mr. McGarry said along the ocean front and the river.

Mrs. Turner asked how was the additional permit fee of $75.00 established.

Mr. McGarry said that it costs the City extra to do reviews and inspections for this. He said that this is a cheap rate and is the average rate to recoup some of the costs.

Mayor Kramer made a motion to approve the Ordinance on first reading and set the public hearing for December 7, 2010. Mr. Fletcher seconded the motion and it passed 5-0 with Mrs. Carroll voting yes, Mr. Heady yes, Mr. Fletcher yes, Mrs. Turner yes and Mayor Kramer yes.

B) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Land Use, Traffic Circulation Element and Capital Improvements Element of the City of Vero Beach Comprehensive Plan by creating a Policy to Ensource the Location of an AmTrak Passenger Rail Station in the Downtown; revising the level of service standard for A1A North of State Route 60 (Beachland Boulevard); Correcting Omissions; and Clarifying Language describing Roadway Level of Service Standards; providing for an effective date.

The City Clerk read the Ordinance by title only.

Mr. McGarry reported that the Ordinance was heard by the City Council in August and was then transmitted to the Department of Community of Affairs. He said there were two parts to the Ordinance. The first was Exhibit A, which presents amendments to the land use and traffic circulation elements regarding multi-modal facilities and passenger rail service. The second was Exhibit B, which deals with amending the level of service revisions to State Road A1A north of Route 60, traffic circulation and capital improvements element. He reported that the DCA did raise one objection, which had to do with the proposed policy dealing with changes in land development regulations. He said that they want to get this adopted this year because it will affect how many amendments they can do next year.

Mrs. Carroll said it states that the data they based this on was conducted in September, 2009 and in May of this year the next service volume was created. Both of those are not during their season. She said if this data was generated in January or February she would be very concerned that these numbers would be much greater and throwing the City into non-compliance.

Mr. McGarry said that these numbers were all adjusted to be peak season. He said that it does change all the time.

Mr. Fletcher made a motion to approve the Ordinance on first reading and set the public hearing for December 7, 2010. Mrs. Carroll seconded the motion and it passed 5-0 with Mrs. Carroll voting yes, Mr. Heady yes, Mr. Fletcher yes, Mrs. Turner yes and Mayor Kramer yes.

6. CITY CLERK'S MATTERS

A) December City Council Meeting

The City Clerk reported that it has been customary in the past to cancel the second meeting in December do to the holidays. She asked Council if they wanted to hold the December 21, 2010 meeting or if they would like to cancel it.

Mr. Heady said judging from the number of issues they have before them tonight, it looks like December will be busy. He felt that it was far enough ahead of the holidays that they could hold a meeting that day.

Mrs. Turner requested that they defer this item until the end of tonight's meeting. Council agreed.

B) Council Appointments to Different Committees

Mrs. Vock reported that she tried to place everyone on the Committees that they chose to serve on. If Council agrees to the appointments she would forward the information to the different committees.

Mr. Heady said that he would like to serve on the Treasure Coast League of Cities.

Council unanimously approved all of the Committees in which they will serve on this year.

7. CITY MANAGER'S MATTERS

A) Interim City Manager Position

Mr. Falls reported that on September 21, 2010 he was appointed to the position of Interim City Manager. On October 5, 2010 the City Council approved an agreement that he put together with the help of Mr. Robert Anderson, Human Resources Director. He said that there is only one Councilmember remaining on the current City Council and he felt that it was important that the seated Council be able to select who they want to lead them.

Mrs. Carroll made a motion to accept Mr. Falls to continue in his position as Interim City Manager. Mr. Fletcher seconded the motion.

Mr. Heady said that he enthusiastically supported Mr. Falls' approval, but he did object to pages one and two of the attachments (work agreement). Some of the things in there he did not know that they needed to be put into a temporary position. He said that he did not see any need for the last two pages of the agreement. He noted that he was fine with the rest of the agreement.

Mayor Kramer did not have a problem with the way things are now. He felt that they would need more time to get an idea of what the City Manager position would be like from the inside out. As it sits, he felt that the Interim position was quite comfortable to him.

Mr. Fletcher asked is it true that the City signed a contract to look for a new City Manager.

Mr. Falls answered no. He said that this is an item listed later on the agenda for discussion.

Mr. Heady asked to cancel the request for a headhunter. He felt that this Council could save the taxpayers $25,000 by holding off for a while and see how this City Manager works.

The motion passed unanimously.

B) Pain Management Clinics

Mrs. Peggy Lyon, Assistant City Attorney, was present to bring Council up to date on what is going on with the County and Pain Management Clinics. She reported that there has been a tremendous increase in fraudulent pain clinics, which has led to an excessive dispensing of controlled pain medication, increased deaths and increased crime. Prescription drug deaths are now the fourth leading cause of death in the United States. The Florida Board of Medicine reported that an average of seven patients a day are reported of dying from prescription drug overdose, which far exceeds the number of people dying from illegal drug use. She said in an attempt to get a handle on the illicit "pill mills," the Florida State Legislature acted in 2009 and in 2010 to pass Statutes regulating pain clinics to place rules and regulations, which they are currently working on. She reported that the Pain Clinic Legislation requires registration with the Department of Health of all private owned management clinics. Beginning this month, the Department of Health is required to inspect the clinics annually. She reported that the State can cease records without a subpoena. If violations are found the Department of Health can revoke or deny the pain management clinics registration and issue fines of up to $5,000 a day. Another issue that recently popped up is the issue of pharmacies popping up near pain clinics and dispensing pain medication without the restrictions of the State Statute. She reported that she attended a County-wide meeting on October 14,

2010 to discuss issues relating to pain management clinics within Indian River County. She said the meeting was attended by representatives of local governments across the County. They explored the possibility of a County-wide effort. She said that the six month moratorium the City Council adopted on June 1, 2010 ends on November 28, 2010 and if no further action is taken by the City, the County's moratorium will be in effect in the incorporated and unincorporated areas of the County through June 7, 2011. It was staff's recommendation to allow the City's Ordinance to sunset on November 28, 2010 and go under the County Ordinance. She said that she had articles that she gathered from various newspapers from across the State and would be glad to give Council a copy.

Mr. Heady asked which would be a more strict regulation. He asked would continuing the City's Ordinance pose more a problem for a "pill mill" or would they be less inclined to look at Vero Beach if the City went with the County Ordinance.

Mrs. Lyon said the City's Ordinance has no exceptions. The County Ordinance has four exceptions. She noted that they don't want to cut out legitimate pain management clinics. The City Ordinance does not have any out at all and she has been concerned about this. She liked the fact that the County Ordinance also includes some of the State requirements that would not take effect until 2012. She also liked the idea of them being under one umbrella.

Mr. Heady asked rather than allowing their Ordinance sunset, could they do something to incorporate those provisions that increase the provisions that Mrs. Lyon likes.

Mrs. Lyon said they could, but it would not be the same across the County. She would like them to throw their hat in the ring with the County. She said that the County is working on an Ordinance that would be given to them in December, which is only a few weeks away.

Mr. Heady asked are they leaving themselves open where there is a few weeks window for a pain clinic to come in.

Mr. McGarry said there is one clinic that meets all the requirements and is eligible to come in (Doctor that has appeared before Council in the past). He said that the current City Ordinance punishes everything including the "pill mills" and the legitimate ones.

Mrs. Carroll said there were members of the public that spent a long period of time with a number of their patients that appeared before Council previously. She asked if they were approved.

Mr. McGarry said they are aware of the situation and would be eligible.

Mrs. Turner thanked Mr. McGarry and Mrs. Lyon for keeping on top of this.

Mr. Fletcher said that he did not hear staff's recommendation.

Mrs. Lyon asked that Council allow the City Ordinance to sunset on the November 28, 2010.

Mr. Heady said if they allow this to sunset then they would be allowing the one Doctor that appeared before the Council to open his clinic. He asked would they also be creating a window of opportunity for someone else to come in.

Mrs. Lyon said the City would still be protected through the method of the business tax receipts.

Council took a ten-minute break at 8:21 p.m.

8. CITY ATTORNEY'S MATTERS

None

9. CITY COUNCIL MATTERS

A. Old Business

B. New Business

1. FP&L – Requested by Mayor Kramer

Mayor Kramer asked Mrs. Carroll for an overview on what has happened this week with FP&L.

Mrs. Carroll reported that Mrs. Amy Brunjes of FP&L requested to meet with each of the new Councilmembers. She reported that the meetings were set up on December 1st at 9:00 a.m. with Mrs. Turner, 10:00 a.m. with Mr. Heady, 11:00 a.m. with herself and 1:00 p.m. with Mayor Kramer. Following the meetings, Mr. John Lee, Mr. Steve Maillet and Mr. Falls would be available to discuss the information. She asked Mr. Fletcher if he scheduled a time to meet with Mrs. Brunjes.

Mr. Fletcher said that he would not meet with her because he felt that they should all meet together (open Council meeting).

Mrs. Carroll asked Mr. Vitunac if they could all meet together.

Mr. Vitunac answered yes. He thought that it was the request of FP&L to meet individually.

Mrs. Carroll said that she received the information about the times and the suggestion of the meeting from the City Clerk. She asked Mr. Falls if Mrs. Brunjes requested to only meet with the Council individually.

Mr. Falls answered yes. He said that FP&L called and asked for individual meetings with the Councilmembers.

Mrs. Turner said that if they choose to meet with FP&L as a whole Council, then that meeting would have to be publicized and recorded.

Mayor Kramer said it was his understanding that when they meet privately with FP&L, they (FP&L) might want to discuss things that they don't want to discuss in a public meeting.

Mr. Fletcher said then he would not want to hear it. He said for transparency reasons he would want to have the meeting in the public.

Mayor Kramer understood what Mr. Fletcher was saying, but referred to the bidding process.

Mr. Vitunac said in the bidding process there are certain things that can be secret (not made a public record). He noted that this was not a bid process.

Mr. Heady said one of the things that he has heard often from Councilmembers who were on the last City Council was that he wasn't doing his homework properly because he wasn't meeting with staff or the City Manager prior to a meeting. He said this is an entity who wants to sit down and meet with him so he is willing to sit down and meet with them. He was not going to make any special deals nor does he have the authority. He said it would take the vote of the Council to approve any contract. If a particular Councilmember doesn't want to meet with FP&L that is their choice. He said that he had no problems meeting with FP&L or any other power provider that wants to make an offer to the City.

Mrs. Carroll said item 9-B8) on tonight's agenda is a request by Mr. Fletcher and it looks like they would be setting a policy, which she felt might bind the Councilmembers from discussing any decisions that may affect their meetings with Mrs. Brunjes on December 1, 2010.

2. On-Line Check Book – Requested by Mayor Kramer

Mayor Kramer said an example of what he would like is all the outgoing cash flows of the accounts printed up and made available to the public.

Mr. Steve Maillet, Finance Director, provided Council with a quick check register so that Council can see if the layout is something that they would like to see (on file in the City Clerk's office) then he could make this available. The final page in the whole package would be a separate report of the wires done in the last year.

Mayor Kramer assumed that they would have the ability to track all the outgoing cash flows through this method. He asked are there any other methods money is drawn from the accounts.

Mr. Maillet answered no.

Mayor Kramer said that he would like to have an agreement of Council on the policy that they start doing this on a monthly basis so that the public sees where the money is going.

Mr. Fletcher asked Mr. Maillet if there was anything that trips this or is it all included in the report.

Mr. Maillet said that was everything.

Mr. Fletcher asked where they would find the purchases made on City credit cards.

Mr. Maillet said the wire payment was the total of the credit card payments.

Mr. Fletcher asked how long has it been since the City put their financial services out to bid.

Mr. Maillet answered about 15 years.

Mr. Fletcher said it was closer to 20 years. He asked that Council consider the fact that they might want to go out and see what the financial services are in the future.

Mayor Kramer said that he would like to see credit card breakouts if there is an easy way of doing that. He said that Wachovia bank has the ability to send reconciliation statement back. He asked is it possible to get that back on CD and have the City Clerk certify it and put it in the records. He asked that they send the City Clerk a CD.

Mayor Kramer asked Council for an agreement from Council that this was something that they should do.

Mr. Heady was concerned about the CD they were discussing. He asked is there any information on the CD that is proprietary.

Mr. Maillet answered no. He noted that it would contain the front and back of the checks.

It was the consensus of the Council that this was something they wanted to do.

3. Request Monthly Financial Reports – Requested by Vice Mayor Turner

Mrs. Turner said that this was for Council to receive monthly financial reports for the General Fund and the Enterprise Fund. She asked for Councils' concurrence in sending

these to the Finance Commission by email. She said that it was very important that Council receives regular standard reporting formats because this is the only way they would be able to develop a trend analysis to help them in setting policy and direction from Council.

4. Quarterly Financial Reviews – Requested by Vice Mayor Turner

Mrs. Turner said that she would like to set up a quarterly financial review in January.

Mayor Kramer asked Mrs. Turner if she wanted to set this up as a policy.

Mrs. Turner answered yes.

5. Ordinances must have a Statement of Financial Impact – Requested by Vice Mayor Turner

Mrs. Turner said that she has drafted a short sheet that staff currently addresses, but this would give them one place to go through that is a budgeted item and sufficient funds to complete this item (on file in the City Clerk's office). She noted that a financial analysis should be presented with each project and she would trust the judgment of the Finance Director that the information would be proportional to the matter at hand.

Mrs. Turner made a motion that these requests be accepted and that they become policy (items 3, 4 and 5). Mr. Fletcher seconded the motion.

Mr. Fletcher said that some of the Ordinances they pass would have a vague impact on City tax dollars.

Mr. Maillet said they could put in information such as there is no financial impact. He said that he would like to send Council the City's monthly general ledger for the next few months.

Mrs. Carroll said that she would rather have that information on-line.

Mrs. Carroll said it was mentioned that the financial information be provided even if there is a zero cost outlay. She would be interested in items that would save the City money so if there is a negative impact on the budget that is even better.

The motion passed unanimously.

6. Request (10) Ten year Proforma Statements for Water and Sewer – Requested by Vice Mayor Turner

Mrs. Turner explained that having attended the Indian River Shores meeting on the franchise agreements it became clear to her that none of the parties had sufficient data to make decisions that benefit their constituents. She said that the City's priority is getting

the financial data on the water and sewer system. She reported that she met with the City Manager and they are waiting for the data on the City's assets in Indian River Shores. She reported that they are proceeding to get this data.

Mr. Rob Bolton, Water and Sewer Director, said that he would bring something forward to the City Council at their next meeting. He said that they have a five-year plan that is pretty much a proforma, which shows their projected revenues and expenditures.

Mr. Heady asked Mr. Bolton to bring the information to Mrs. Turner prior to bringing it before the City Council.

Mayor Kramer asked Mrs. Turner if she is okay with being the point person for water and sewer issues.

Mrs. Turner answered yes.

Mrs. Turner reported that during today's County Commission meeting, Commissioner Davis requested that their Attorney send a draft agreement to the City. It is their interpretation that the Franchise Agreement with Indian River Shores does not allow them to speak directly to Indian River Shores without a release from the City of Vero Beach.

Mr. Heady asked is there any Councilmember who would object to the County discussing the water and sewer issue with Indian River Shores. He said that he would not.

The Council had no problems with it at this point.

7. Request of Resolution to Create City of Vero Beach Youth Advisory Board – Requested by Councilmember Carroll

Mrs. Carroll requested a Resolution to create a Vero Beach Youth Advisory Board. She has spoken a number of times to the previous Council in regards to the lack of utilization and lack of having a welcoming mat out for the youth of their community. She took a look at the census data in 2000 and in 2000 in the City of Vero Beach there were almost 18,000 residents and 18% of those were under the age of 19. She said that 20% of the households in Vero Beach at that time had a child under the age of 18 and 28% of the population of Vero Beach were between the ages of 18 and 44 were most likely to have children at home. This leads to a figure of over 45% of Vero Beach is under the age of 45. She felt that a lot of people feel that our community is made up of retirees. However, this data shows that their community is a vibrant area where many young families, children and youth reside. It is her recommendation that they create an Advisory Board to discuss matters that impact their City youth, such as things involving recreation, traffic around schools and parks, community events with participation and the welfare and safety of their children in their community. The secondary goals would have the members serve as liaisons in schools and community organizations with events geared towards youth activities to increase participation with their City and also to utilize the

Mayor and Council at school and community events in order to teach their students the value of public service. She has come up with a composition for this Youth Advisory Board. It could be made up of high school students, college students and adults involved with youth activities throughout their community. She provided Council with backup material on this (on file in the Clerk's office).

Mrs. Turner felt that it was a great idea to get their youth involved. However, she still would like them to do a comprehensive review of all of the existing boards and commissions. They also needed to look at the staffing levels and check with the City Clerk to see if she is able to take on another board.

Mrs. Vock asked when the Youth Advisory Committee would meet. Mrs. Carroll said probably in the late afternoon around 4:00 p.m. and they would meet monthly or on an as needed basis.

Mrs. Carroll commented that in the past there has been some discussion that their Advisory Boards have not been used adequately or quickly enough to have their input on many issues. She served on the Recreation Commission and that Commission was very concerned that decisions were being made by Council without bringing various issues to them. She felt that a Youth Advisory Board was necessary in their community.

Mayor Kramer asked Mrs. Carroll if she could go over a few examples of the things that this Youth Advisory Commission would likely promote or advise the Council on. Mrs. Carroll said that they would advise them on issues with recreation, ball fields, the cloverleaf at Dodgertown/Vero Beach Sports Village, issues around the marina facilities and whether or not they are being utilized by the sailing opportunities, issues involving their schools and safety around the schools, etc. Mayor Kramer asked if they had any idea what the Board's cost the City.

Mrs. Vock expressed that there are some Boards who do not meet very often and may not be needed anymore. She said that may be the solution if they disbanded some of those Boards it would enable them to create this new Youth Advisory Commission.

Mr. Fletcher suggested that on their next agenda that they put an item on the agenda to review the existing Boards and discuss whether or not they are still needed.

Mrs. Carroll noted on the agenda, Mr. Heady has put on discussion of the Finance and Utility Commission. She wondered if those items could be discussed at the next meeting as well, with Mr. Heady's approval.

Mr. Heady wanted to talk about those two Commissions tonight.

Mrs. Carroll did not mind tabling this and discussing all of the Commissions at their next meeting.

Mrs. Turner added that they need to look at each of these Commissions and give them a real definite mission statement and a reason to exist.

Mrs. Carroll added that if an issue comes up where one of their Advisory Commissions should review a matter, then Council needs to table the discussion of the matter until their Advisory Commission has had time to meet about it and give them their recommendations.

Mr. Heady asked Mrs. Carroll if this Commission could be under the existing Recreation Commission.

Mrs. Carroll answered no. She said that there are a lot more things that impact the youth of their community other than just recreation.

Mr. Heady wondered if rather than creating another Board, if the Recreation Commission could be tasked to handle the things that Mrs. Carroll has included. Mrs. Carroll answered no.

Mayor Kramer brought up the Sunshine Law with the Advisory Boards.

Mr. Vitunac said that they are as much under the Sunshine Law as the City Council is.

Mayor Kramer wondered if there would be a conflict if they have people under 18 years old serving on the Commission.

Mr. Vitunac answered no. He said that they would still be covered under the Sunshine Law and the penalties involved if they don't obey it.

Mayor Kramer noted that would be a concern of his not knowing if these youths would have the complete understanding of the Sunshine Law and being subject to penalties.

Mrs. Carroll recognizes this and said that on the application it would require a parent's signature.

Mayor Kramer stated that they would table this item until the next meeting. He complimented Mrs. Carroll on how well this was put together.

Mrs. Carroll commented that she will be bringing up later on in the meeting the types of data that she would like to see prepared to place items on the agenda.

8. Discussion of the "Selling" of the Vero Beach "Electric Utilities" – Requested by Councilmember Fletcher

Mr. Fletcher wanted to get a consensus from the Council on their feelings on selling the Power Plant. He said that if they want to sell the Power Plant then they need to tell staff that yes they want to sell the Power Plant. This will in turn say that is Council policy.

He said that the way you control the City staff is to declare policy. In general do they want to sell the utilities, which would mean the Power Plant and the Transmission and Distribution Plant all together. He does not want them to sell the property that the Power Plant currently sits on because of its enormous value. He made a motion to declare the policy of the City of Vero Beach that it is in fact to divest themselves from the Utilities Department of the City of Vero Beach. Mrs. Turner seconded the motion.

Mayor Kramer commented that he has been looking at different ways of attacking this problem and one of them was pulling back all of their resources into the City and relying on Stanton I and II in St. Lucie, which is the cheapest of the power and allowing Indian River Shores and the County to go to FP&L and then the Power Plant would be dealt with separately. He said that his intention is to send a message to FP&L that there is some competition with the offer that they might bring forward. A message could be sent to FP&L that this is not something that is a done deal before they even get to the table. Perhaps they could by pass that temptation to lowball for their utilities from FP&L. He wanted to have the freedom to explore some of these other opportunities and see a message sent to FP&L that they want to talk to them, but perhaps that they are not the only competition.

Mr. Fletcher stated by passing that this motion it won't handicap him from doing those things. He expressed that this was not something that was going to happen overnight. It will be a three to five year plan. He said staff would need to get with Council to come up with a business plan of how they would carry this out. He felt that staff needs to have the intent set down for them that they are going to sell the Power Plant.

Mayor Kramer agreed that big changes were in order and they should communicate to staff that now is the time that big changes are going to happen. As far as policy goes, he has no problem with setting the policy and the direction of selling this Power Plant is going to happen and is a desire of this Council.

Mr. Fletcher noted that he spoke to City staff and explained to them in very clear terms that they can get on board with this and help them, but if they don't want to do that then possibly they need to exercise their opportunities towards other career paths.

Mrs. Carroll asked the Clerk to repeat the motion. The Clerk read the motion. Mrs. Carroll asked Mr. Fletcher if he would mind modifying the motion to add the verbiage that if a contract came through that was a financial benefit to the City of Vero Beach. She said that it sounds like that he is ready to sell for any dollar amount. Mr. Fletcher explained that this is just a policy statement and it has nothing to do with selling at any dollar. All it means is that staff with City Council guidance is going to form a business plan and the business plan would be wherever they find the best option. Mr. Fletcher had no problem amending the motion to reflect this. He amended the motion to include as long as it is a financially stable deal/financially beneficial to the City. Mayor Kramer seconded the amendment to the motion.

Mrs. Carroll commented that selling the property where the Power Plant is now located would require a vote of the City voters. Mr. Fletcher said that is correct. He said that if they were to sell the land it would be very complex because the bond holders would have to be satisfied.

Mrs. Carroll brought up that the Mayor mentioned that perhaps there might be some competitive bidding. She noted that FP&L completely surrounds them and it is simple for their lines to be connected right to their grid. Also, in terms of a possible sale to any other community, that would probably be the worst case scenario because they would then be tied to whatever way they would choose to bill them. She feels that FP&L at this point and time will provide them with the best of both worlds. She said which is the ease of access and the lowest prices in the State of Florida. Her biggest concern was the information that appeared in the newspaper that employees of the City are not sharing all of the numbers and she asked Mr. Falls to let them know what the situation at the City has been.

Mr. Falls noted that after the Council has had their one on one meetings with FP&L on December 1st he has scheduled meetings after the Council has met to ask them if the Representatives from FP&L if they have received all of the information that they have requested from the City, then he will report back to Council. He read the same article and didn't know where the source of those facts came from. He said that it could have been from a discrimination complaint, but all of the things that were brought up will be looked at.

Mr. Heady stated that with respect to a motion to sell the Plant they are not going to get a yes vote from him. He feels that it is clear that with the election, the citizens of this community were all in favor of doing something with the utilities, but he thinks that first they need to understand what they are doing. He noted that the Mayor mentioned a couple of things that are some possibilities that need to be looked into. They have FP&L coming for a reason and after the meeting on December 1st it will give them some more information and they will understand where they are headed. He mentioned that following the meeting with the Council the City Manager has said that he and staff will be meeting with Mrs. Brunjes. He suggested that the Mayor or a designated Councilmember also attend that meeting. Mr. Falls had no problems with that at all. Mr. Heady said that if the Mayor wants to sit in on the meeting that is fine, if not he would be happy to or any other designee. He just doesn't see that staff doesn't have a very clear understanding that this Council is here to do something to resolve the electric issue. Before he is willing to just vote on a conclusion to sell the utilities, they are not even close to receiving enough information. He thinks that this is probably something that they need to workshop.

Mayor Kramer felt that the spirit behind the motion is to make sure that staff has a clear direction of what Council wants. If this policy goes through then yes they all want to see a sale happen.

Mr. Heady said don't include all. He said that he has not made up his mind that yes he wants to see a sale. What he wants to see is the high utility bills come down and as he sees it today his best guess that the only way they are going to do that is to sell to FP&L. However, for him to vote on a motion that their intent is to sell the Plant without a whole lot more information then that would be irresponsible.

Mayor Kramer pointed out that the audience is the staff. They are just making this statement to staff and not making it to an external party.

Mr. Heady commented that anything they do in this meeting is making it to the whole world, every external party.

Mr. Fletcher made a motion to call the question. Mrs. Carroll seconded it.

The original motion passed 4-1 with Mr. Heady voting no.

9. Discussion by Mr. Vitunac on the Status of the Consultant, Ms. Sue Hersey of Boston, that the City hired as a Utilities Contract Specialist – Requested by Councilmember Fletcher

Mr. Fletcher asked what is the status with Sue Hersey's contract.

Mr. Falls reported that last week he met with Mr. Lee and they reviewed the work that he has done for the City of Vero Beach. Under the terms of her work agreement they sent her a notice to wrap up the tasks that she was doing for the City and thanked her for her services and told her that if they needed her services in the future that they would engage in a work order that Council will approve. He said this will be effective ten days after Mrs. Hersey receives the letter.

Mayor Kramer requested that they include in the letter to retrieve all of the documents that Mrs. Hersey has pertaining to Vero Beach business.

Mr. Falls said that he could send another letter and work with the City Attorney in reviewing the contract to see if those documents would now become their ownership.

Council agreed that if those documents are sent here another expense will occur.

Mr. Heady stated that with respect to those documents, there was a contract discussed on April 7, 2008 by the City Council and later on that day a redacted version was delivered to the Finance Commission, Utilities Commission and Councilmembers and they all received the redacted version. Then at the April 15, 2008 City Council meeting there was a vote on the contract that they discussed, the redacted version and that was approved with one change that was requested by then Councilmember Ken Daige. That was the only change to the contract discussed on April 7, 2008 and voted on at their April 15, 2008 meeting. Then on April 16, 2010, former Mayor Tom White signed the signature page for that contract. He (Mr. Heady) did not see this contract until he was elected.

When he was shown the contract from the file it did not match the redacted version. It is a different document that is attached to the signature page. He could demonstrate to this Council how this is accurate. In terms of contract law, he believes the contract that the Council voted on is the only contract that can be in full force and in effect. He would like from Mrs. Hersey before they close out her work order, to see an unredacted version of that redacted contract. He has asked for this before and has been told at these Council meetings that it has been shown to him, which he said is nonsense. Again, he wanted a copy of the redacted and the unredacted version given to each Councilmember. The City Attorney and then City Manager, Jim Gabbard insisted that he was given the document and that it was in the file. He asked whether anyone would certify that document in the file that it was the unredacted version and no one would do that. The City Clerk confirmed that she could not certify that the document in the file is the unredacted version. He noted that if you match the two documents side by side it shows that they are clearly not the same. He said that this document is very important because he thinks it is the document that was voted on and it is the document that needs to be attached to the signature page. Again, he just wanted to make sure before they close Mrs. Hersey contract that this document is available for the public and the City Council.

Mr. Fletcher agreed with Mr. Heady that as a part of the close-out that the document needs to be here and they can touch it (the unredacted copy).

10. Discussion by the Interim City Manager or his agent of the "Condition of the Power Plant, Combined Cycle Units" – Requested by Councilmember Fletcher

Mr. Fletcher said that he would meet with the City Manager and discuss this item with him.

11. Discussion of OUC Contract – Requested by Councilmember Heady

Mr. Heady noted that they just discussed this. He is still waiting for a copy of the contract.

Mrs. Carroll asked Mr. Heady what was his goal with getting both of these contracts and looking at them side by side.

Mr. Heady explained that on April 15, 2008 the Council voted on a contract and that is the contract that should be attached to the signature page. If the Council votes to approve a contract then they need to have that contract attached to the signature page and that needs to be the contract that is in effect.

Mrs. Carroll asked Mr. Vitunac if he knew of any changes that took place between those two dates.

Mr. Vitunac went over the history of the OUC contract. He said that at a Council meeting he went over all of the changes that were made to the contract and he would be glad to go over the changes again.

Mr. Heady did not want Mr. Vitunac to go over the 115 changes that were made to the contract. What he wants is the contract from April 7, 2008. He has been asking for it for almost a year now and it still has not been produced. He was told that it was in Mrs. Hersey's possession. They flew her down here and she supposedly had it and said at a meeting that she had it and waved it in her hands. Mr. Heady said the document still has not been produced and the Council did not approve a different contract. The Council approved a contract on April 15th and that is the only contract that has been approved and is legally enforceable.

Mr. Vitunac agreed with Mr. Heady that Mrs. Hersey came to one of their meetings and said that in her hand was the actual document. That document was given to the Clerk.

Mr. Heady requested that each Councilmember receive a copy of the redacted contract and the unredacted contract.

Mayor Kramer suggested sending a request to OUC and request from them to see the contract that they are operating under.

The Clerk told Council that she would provide them with the redacted and unredacted contract that she has in her contract file.

Mr. Charlie Wilson agreed with Mr. Vitunac that he was right in saying that he did go over this with the Council who was the same Council that favored that contract. The main thing that Mr. Heady is after is the Mayor of the City of Vero Beach has the authority to sign contracts approved by the City Council. The fact is that Tom White signed a contract that was not voted on by the Council.

Mr. Heady corrected Mr. Wilson. He said that Tom White signed a signature page. He asked Mr. White when he signed it were there any changes to the contract. Mr. White answered no.

Mr. Wilson told Mr. Heady he was correct. He continued saying that they have a billion dollar contract, which they don't have. The one person that has that contract is Mrs. Hersey. The City Attorney is up to his neck in a conflict of interest concerning this contract. He suggested that they have another City Attorney advise them on this issue.

Mrs. Carroll wanted Mrs. Vock to produce the documents that she has. If she does not have those contracts then she wanted the City Attorney to get those contracts for them so that Mr. Heady will feel comfortable with the information.

Mr. Vitunac said that staff could do that.

Mr. Wilson commented that he reviewed both of the contracts, side by side, and they did not match. In one circumstance they changed the type of equipment. Instead of saying the generator, they said the Plant. He said that multiple times they changed the turnover date to the effective date. He said that Council needs to be concerned that the City and the City taxpayers are going to be liable if Council has approved something that was not appropriately done. With those redacted documents we have no idea if those numbers have changed.

Mayor Kramer commented that if they move forward and keep poking holes at the OUC contract, what happens if the OUC contract dries up and goes away. Then they would be looking at buying open power on the market and their utility rates would spike up. He felt that this issue was very important, but the timing of it is even more important to coincide with the sale.

Mr. Fletcher stated that this was a simple request and this is that they want to see the documents.

Mr. Jospeh Guffanti spoke and said that the public wants to see that document.

12. Councilmember Sponsor for Agenda Items – Requested by Councilmember Heady

Mr. Heady mentioned that often they see things that pop up on the agenda and Council is not aware of where they came from. He feels anything brought before the Council should have a sponsor. He gave an example of the Red Light Camera. He said it appeared on the Council agenda and he wondered where it came from. If they are going to do something in the City then there needs to be a Councilmember to sponsor everything that comes before them and have their name next to it. If the items come from one of the Charter Officers that is fine as long as it has a name attached to it.

Mr. Heady made a motion that anything that comes before the Council that is going to cost tax dollars or change policy have a Councilmember or Charter Officer sign off on it. Mr. Fletcher seconded the motion and it passed unanimously.

Mr. Vitunac suggested that Council look at the different policies that Council has adopted in the past (book is located in the City Clerk's office).

13. FP&L Progress – Requested by Councilmember Heady

Mr. Heady stated that they will find out more on the progress being made by FP&L at the December 1st meeting.

14. Financial Analysis – Requested by Councilmember Heady

This item was discussed earlier in the meeting by Mrs. Carroll.

15. Fiscal Year 2011-2012 Next Year Budget – Requested by Councilmember Heady

Mr. Heady mentioned that one of the things that he tried to do last year, early in the year, was to ask for some input by the Finance Commission and Council before they got to the July budgets. He was met with resistance and the next thing he knew it was July and the budget was being thrown in front of them and there was little or nothing that Council could do other than approve it. He felt that this Council has the inclination and the ability to have a real impact on next year's budget. He would like to very early in the game start discussions (maybe at every meeting) on next year's budget. This way the City Manager has some direction and understands the will of the Council. The Council needs to be in control of the budget and give some direction way before July.

16. Discussion of Finance Commission – Requested by Councilmember Heady
17. Discussion of Utilities Commission – Requested by Councilmember Heady

Mrs. Turner reiterated that at the next meeting they need to take a look at the different Commissions and give them mission statements and reconstitute these Commissions with people that are willing to attack these issues and provide Council with framework for their budget.

18. Putting Citizens First – Requested by Councilmember Heady

Mr. Heady was proud of the way Mayor Kramer has already handled public comments and has allowed the public to speak. Then they look at their Advisory Board agendas and see that public input is put at the end of the meeting. It seems to him that they should send a message to their Advisory Boards that they are here to serve the public, which means we put them first and he would like to send them a directive to move citizen input to the beginning of their meetings.

Mrs. Carroll agreed with Mr. Heady. She recalled that there was a Finance Commission meeting and Utilities Commission meeting held where public comments were not allowed and a vote was taken without any public input. She felt that they should bring this forward at their next meeting when they discuss the Commission/Boards.

19. City Manager Search – Requested by Councilmember Heady

Mr. Heady wanted to put the City Manager search on hold. He feels that they have so many things on their plate and they clearly have a City Manager that has demonstrated that he has the willingness and ability to work with the Council. He said that this is one issue that they can put on the back burner for at least the next couple of months.

Mr. Falls explained that the contract with the search firm has not been signed. They held off so that this Council could make a decision on how they wanted to move forward in filling that position.

Mr. Heady made a motion that we (Council) put that contract on hold for three months. Mayor Kramer seconded the motion and it passed unanimously.

20. Heady versus City of Vero Beach Lawsuit – Requested by Councilmember Heady

Mr. Heady recalled that at the last Council meeting the outside Counsel hired to handle the Heady versus City of Vero Beach lawsuit told the Council that the suit was dead and gone and could never be revived. He said that was not accurate and the Council was not being told the truth. He said that is a serious issue for him. If they hire Counsel and they stand in front of them and lie, he has a serious problem with that. He said that the lawsuit can be appealed and the lawsuit was not decided on merits rather than on procedure. He did not ask the right way, which he did not think that you have to ask the right way to have your constitutional protections assured. He was not sure at this point what to do. He didn't know whether he should file an appeal or whether they can get some consensus from this Council that the restrictions that were placed on certain members of the public were wrongful. If he could have this type of consensus then he would drop the appeal.

Mayor Kramer understood that it probably was not a good idea for them (Council) to comment on this lawsuit.

Mr. Vitunac explained that the lawsuit is still active until the time the appeal runs out. He received a memo from their outside Counsel recommending that they not go after Mr. Heady for attorney's fees. He said that it is a 50/50 proposition and they probably would not get it. He recommended not pursuing this issue. However, if Mr. Heady files an appeal they will have to continue fighting that. Mr. Vitunac did not think while the case was active that any actions of guilt should be admitted.

Mayor Kramer would like to treat this as a dead issue and not go after any fees.

21. Golf Course – Requested by Councilmember Heady

Mr. Heady reported that at their next meeting he expects that there is going to be an individual there who has tried very hard to present it to the last Council and was met with opposition from the former City Manager and was continually put off. This individual has private investors that are willing to restore the historic golf course. The current plan is more geared towards putting a clover leaf of baseball fields over there for Little League. If they agree that it will be clover leaf property then availability of the old historic golf course is gone. So on one hand what they have is the clover leaf of Little League fields that cost taxpayer money and then on the other hand they have a group of investors who want to put the property back on the tax rolls and they want to restore the golf course. It seems to him in terms of financial analysis, before they continue down this path of giving up property to Minor League Baseball (MiLB) that they should consider some things. He passed out copies of two different maps (on file in the Clerk's office). He continued by saying that there should be some financial analysis done on how giving up a third of a ten-million dollar purchase for one dollar a year is a good financial

move for the taxpayers. He said that the current plan will give up one third of the golf course that they spent ten million dollars on and when they bought it what they told the taxpayers they were going to do was restore it. Here they have a group of investors that want to put the property back on the tax rolls and spend their money to restore it.

Mrs. Carroll asked Mr. Heady if he was saying that these investors want to purchase the golf course and put it back on the tax roll. Mr. Heady answered no. Mrs. Carroll thought that to put property back on the tax roll that it had to be owned by a private citizen. Mr. Heady said that it will be going back on the tax roll, which is the proposal these investors have had out there for a long time. Mrs. Carroll reiterated if they were not purchasing the property then it was not going back on the tax rolls and continues to be City property. Mr. Heady referred to the City Airport where you will find a lot of property that is basically on the City tax rolls because it is being used commercially. He told Mrs. Carroll that she would need to talk to the City Attorney about how this works.

Mr. Vitunac explained that the Property Appraiser taxes the leasehold interest when someone for profit rents City land.

Mr. Fletcher supported Mr. Heady in this matter. He wanted to see this golf course saved and put back into shape as a National Monument. He said that this is the first place where there were black Dodgers who could not play where white people played and had to play on this particular golf course and it needs to be put on the National Registry.

Mayor Kramer commented that when he was looking at this issue and talking to Mr. Falls about it, what came up was the whole drive on this issue which was not baseball, but a lot of this has come about because of the widening of Aviation Boulevard and some drainage that will need to be done.

Mr. Falls told the Mayor that he was correct. He said that this is a complex issue that they have been working on for a long time to find a solution that would work with all of the parties involved. The Aviation Boulevard project is Phase one of a multi-phase project that is under design right now. It runs through the City limits and is a project devised through the MPO because it has regional impacts. It is being funded with FDOT grants and traffic fee funds collected within this County. What this project will do is alleviate traffic from the State Road 60 corridor. As they worked through the design of this project there was a need for five or six retention ponds to serve the additional improvements and one of those ponds was to be located just to the South of those two practice fields. This was the site that was selected because it was the most convenient to the corridor and the ultimate discharge from this pond will be the main relief canal. When they started working the details out with the County and the County met with their tenants, MiLB, to discuss the location of the ponds, MILB had in their business plan to build some youth athletic fields, which is referred to as the clover leaf in the location of the southernmost practice field (he showed this on the screen). This became problematic for the Aviation Boulevard site because the only other pond sites available were some of the sites at the Airport property. They then went back and asked the consultant what it would cost for a redesign and they received a figure of about $65,000 to do the redesign.

Then they looked to find alternate sites to build this clover leaf and MiLB chose their best location. This was brought before the Council and they approved the location and instructed staff to go forward with the negotiations. Staff worked to come up with a deal with the County. The County came up with another recommendation on where to build the ball fields. This was not MiLB's first choice and then the County Commission directed the County Attorney to negotiate with the City to come up with the best deal. Mr. Falls said that he is meeting with the County Attorney the first of the week to put together deeds of actually trading some land with the County. When they are finished it would leave the City with a parcel that is rectangle in shape (he showed where this is located). If this is done it will preclude reconstruction of the golf course in the condition that it existed before it was closed down by the Dodgers.

Mr. Fletcher did not feel that the golf course has to be exactly the same as it was, it just needs to be a golf course on the National Registry.

Mayor Kramer was concerned that they would incur a $35,000 a year penalty because they would have to take Airport land out of a potential lease for a mitigation pond.

Mr. Falls explained that if they did that with the FAA restrictions they have to be compensated for the use of this land. There would be a recurring cost to someone for that leasehold. These things have not been researched because the City felt that they had resolved the issue of the retention ponds.

Mayor Kramer commented that his point was that if anyone wanted to take the golf course land as is then the City would have to find a place for the pond and pay for mitigation someplace else.

Mr. Falls reiterated as they discussed earlier if the Airport land was a privately owned parcel and they were going to build a retention pond on the privately owned parcel the project would incur an expense to purchase that parcel or to lease that parcel on an annual basis. He said that if there is going to be any change to the location of this pond it should be paid for through the funding source.

Mayor Kramer wanted to know what the cost is in moving that mitigation and if it is such a huge amount that the planners can't overcome then this is probably not worth talking about. But, on the other hand he does not want to say 'no" unless there is a reason to say "no."

Mr. Fletcher asked what price do you place on history.

Mr. Heady said they want to give up a third of a ten million dollar project to build baseball fields when baseball fields already exist.

Mrs. Carroll asked Mr. Heady if he heard the presentation that Mr. Callan has made where he said that it was necessary for the financial operations of the Sports Village in order to provide for softball and Little League tournaments. Based on his financial data

and the use of the historic Dodgertown facilities for a number of times of events they cannot make it work without having these softball fields.

Mr. Heady asked how long has the Sports Village been there. He was told two years. He continued by saying that a couple years ago when they came up with a plan, it was a plan that was financially viable without this clover leaf. Now, two years later they are saying their financial plan is no longer any good and they want us to give them this property.

Mrs. Carroll asked are they giving this property away or are they doing a trade.

Mr. Falls explained that when they purchased the land they purchased the area that is kind of the flag shaped parcel. They did not purchase the parking parcel. This is the portion that the City paid the ten-million dollars for that everyone refers to. When they exchanged the deeds with the County for the land they leased from them, it was for one dollar a year. It was not part of the ten-million dollar purchase. So if they trade deeds with the County, they will be trading dry land for dry land. What they are giving up is their rights to the leasehold of those ten acres.

Mrs. Carroll thought that the Sports Village had plans for using parking on the practice fields for large events.

Mr. Falls explained that they have worked with MiLB to come up with a plan to show how their parking requirements could be met on all of their property and none of the City property would have to be encumbered. However, in their negotiations with the County Attorney, he has said that as long as it is a compatible use they would allow that to continue. These documents are being drawn up and will be brought before the County Commission and City Council for final approval.

Mrs. Carroll stated that the way she sees it is this trade is an equivalent trade. They would end up with a contiguous shape property, which would still have about 90% of the original golf course left.

Mr. Fletcher recalled that he voted no against the Dodger deal when this came up a number of years ago because he knew that it was not any good. If MiLB is given this deal now then they will come back in another five years and ask for more. He did not feel that this was a good deal.

Mr. Heady commented that when the City purchased the golf course, at the time he spoke to Mr. Joe Baird, County Administrator and he said that he didn't think that the City understood that they did not purchase the whole golf course. Mr. Baird said that he could get the City out of the fix that they are in by leasing them that portion and the County agreed to lease that portion to them for one dollar a year. The idea that they don't own it is nonsense. He said of course they do. They might not have title to it, but they have rights to that entire golf course. If they do this deal with MiLB what they are doing is giving up one-third of the property. They currently own the entire golf course. He expressed that he does not want MiLB to fail at all.

Mr. Fletcher agreed with Mr. Heady that those clover leaf fields over there are empty probably 75% of the time.

Mr. Vitunac explained that the nine acre parking property was leased to the City by the Dodgers and not by the County.

Mr. Falls added that there is a portion (1.8 acres of land) that lies between Holman Stadium that is not part of that leased property. If they were to reconstruct the golf course back to its original shape then they don't have any rights to that parcel.

Mr. Heady wanted Council to understand what was happening and the potential that they might have with this investment group. He asked that they be put on the agenda for the next meeting and they will come with a proposal.

Mr. Falls asked the Council if they wanted staff to continue negotiating with Indian River County or do they want to put the whole process on hold until they make some decisions.
.
Mr. Heady wanted to see the whole process put on hold.

Mayor Kramer wanted to keep it alive. He wanted to get to a process where they can come to a consensus and choose which project is better.

Mr. Falls disclosed that on Friday morning at 9:00 a.m. he had a meeting with the County and his Public Work's staff to try to finalize the details for Aviation Boulevard. He said that there are some time constraints with getting the five million dollar grants from FDOT and if they miss that window there is five-million dollars of infrastructure funds that could be in jeopardy. At this point he did not have the last date in order to receive the money.

It was the consensus of Council to continue with negotiations, but the County should know that they are looking at other alternatives.

22. Pension Plans – Requested by Councilmember Heady

Mr. Heady stated that they needed to pay for benefits in the year that they are earned and that is not what they have now. They promise employees that they are going to give them pensions in 15 to 20 years, but they are not putting money in to pay for those benefits. However, they accomplish this goal it will be a Council decision. The fiscally responsible thing to do, in consideration of their children and grandchildren, is that if they are going to offer employees benefits is fine, they just need to pay for them in the year that they are earned. This would probably be more in line of Defined Contribution.

23. Discussion on the Requirements to place items on the Agenda

Mrs. Carroll mentioned that this meeting was a long one because they talked a lot. She said that they talked about a lot of issues, things that happened in the past, talked about the Code and just basically chatted. She said a lot of this information shared tonight could have been written down and provided to Council prior to the meeting so that they all could have come in prepared to discuss the specific issue. If they would have had all this information prior to coming to the meeting tonight they would not have needed to be updated verbally on all of the discussion. Also, members of the public would have known exactly what topics they were discussing and then provided their comments. She also noted that she was not aware that the City Clerk had a "policy book" in her office.

Mrs. Carroll referred to the City Code, Chapter 2.08 (d), where it states that the Council shall determine its own rules and order of business. Under the Code it also states that all matters on the agenda are to be placed on the agenda and shall be delivered to the City Clerk. It states in the Code that backup should be provided by citizens bringing items to the Council, but it doesn't say that the Council are required to have backup. She made a motion that this Council be required to provide backup documentation for each agenda item to include what the exact public need or issue is, the relevant City Charter or Code references to the issue, any past decision of Council (last twelve months) or the reference dates, a statement of the proposed solution and any additional documentation, such as census data, public records, non-profit reports, other municipalities, etc.

Mayor Kramer said that he probably would be adding some things to that list.

Mrs. Turner seconded the motion for discussion. She agreed with Mayor Kramer that she would like the opportunity to review the list that Mrs. Carroll has brought up and make some modifications and suggestions to it.

Mrs. Carroll stated that if that is the decision of Council then they can table this item and bring it back at their next meeting. She said that what she did not want to see on the next Council agenda is another list of 23 items. She encouraged all the Council members to provide backup material on their items if they have any for the next meeting.

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Jay Kramer's Matters

1. **Correspondence**
2. **Committee Reports**
3. **Comments**

Mayor Kramer passed on reporting on his Committees.

B. Vice Mayor Pilar Turner's Matters

1. **Correspondence**
2. **Committee Reports**
3. **Comments**

Mrs. Turner mentioned the many seasonal visitors that they have in Town and they should be greeted warmly.

C. Councilmember Brian Heady's Matters

1. Correspondence
2. Committee Reports
3. Comments

Mr. Heady complimented Council on the great job that they did with the Chili cook-off and the two trophies that they won.

D. Councilmember Craig Fletcher's Matters

1. Correspondence
2. Committee Reports
3. Comments

Mr. Fletcher passed on reporting on his Committees.

E. Councilmember Tracy Carroll's Matters

1. Correspondence
2. Committee Reports
3. Comments

Mrs. Carroll passed on reporting on her Committees

11. ADJOURNMENT

Mrs. Turner made a motion to adjourn tonight's meeting at 10:38 p.m. Mrs. Carroll seconded the motion and it passed unanimously.

/tv

2C-2)

.y

.t:
.ments:

Helene Caseltine, CEcD [directored@indianriverchamber.com]
Tuesday, November 09, 2010 10:54 AM
Vock, Tammy
presentation to Council 11-16
econ dev presen to city councils 10-2010.PPT

.li Tammy

Are we still scheduled for a presentation to your new Council on Nov 16? I've attached an updated version of the PowerPoint I'll be using, showing that the Tax Abatement referendum passed

Thanks,

Helene Caseltine, CEcD
Director of Economic Development
Indian River County Chamber of Commerce
1216 21st Street
Vero Beach, FL 32960
772-567-3491 x121

Find us on Facebook

The Chamber is a Partner in Florida's Research Coast Economic Development Coalition

Florida's Research Coast
www.FloridaRC.com

Economic Development

5-year overview

Indian River County
Chamber of Commerce

Indian River County
Chamber of Commerce

Economic Development What We Want

- Jobs
  - Better than average wage
  - Full-time
  - With benefits
- Expanded & diversified tax base

Indian River County
Chamber of Commerce

Accomplishing Our Goals

Attraction

- Leads generation
- Advertising/Marketing
- Site selectors

Retention & Expansion

- Assist in cutting through red tape
- Liaison with government & agencies
- Personal attention

Indian River County
Chamber of Commerce

Economic Development Marketing

What Are Companies Looking For?

- Supply of improved/approved industrial land
- Inventory of existing buildings
- Skilled workforce
- Availability of training and education

Indian River County
Chamber of Commerce

Economic Development Marketing

What Are Companies Looking For?

- Meaningful incentives
- Friendly/fast regulatory process
- Business-friendly environment
- Collaboration and cooperation

Indian River County
Chamber of Commerce

Economic Development Marketing

Examples of County Targeted Industries:

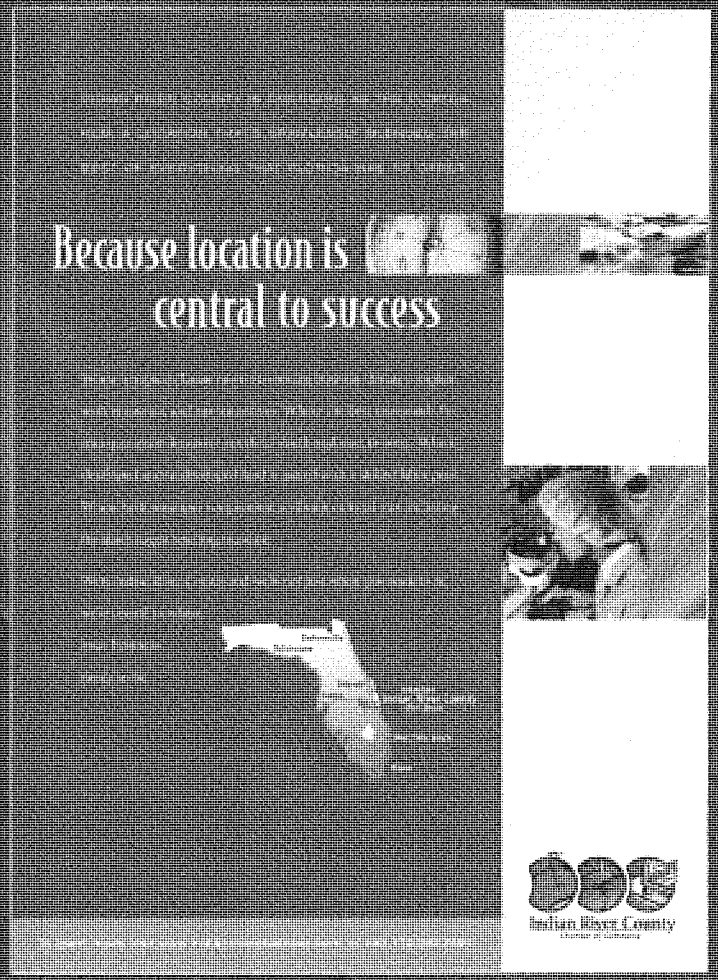
- Alternative Energy
- Life Sciences
- Information Technology
- Aviation/Aerospace
- Homeland Security
- Light Manufacturing
- Corporate/Regional Headquarters
- Research & Development
- Emerging Technologies
- Sports Facilities

Indian River County
Chamber of Commerce

Economic Development Marketing

Marketing/Recruitment Tools

- Promotional Flash Drive
- Competitive Incentives
- Inventory of available sites
- Statistical and demographic information
- ACCRA
- Website

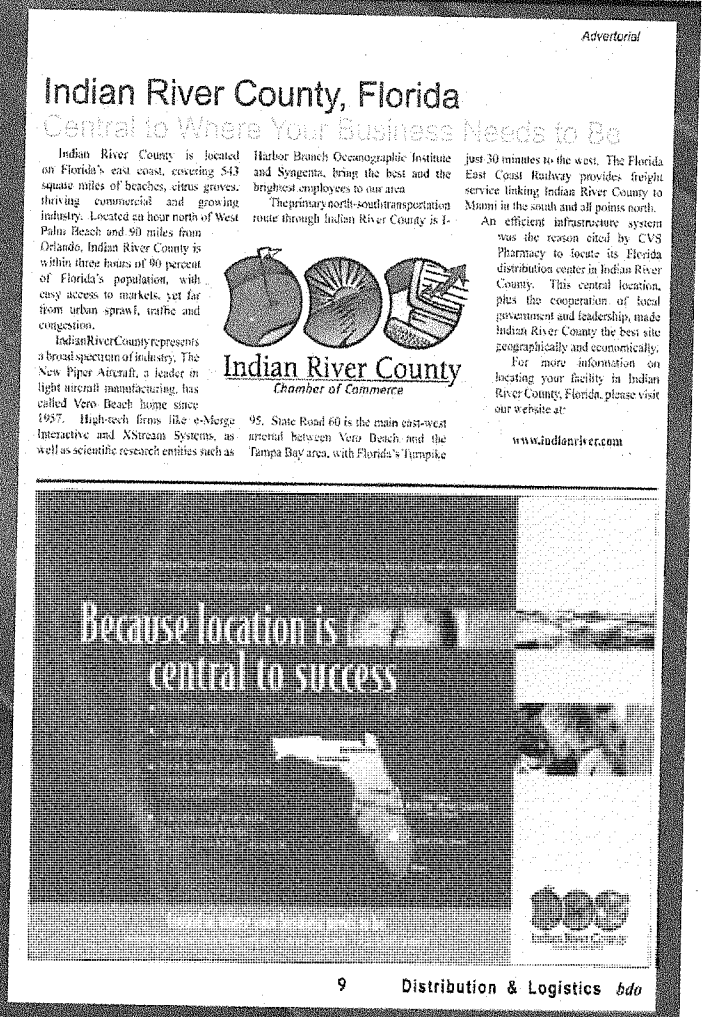


Indian River County
Chamber of Commerce

Economic Development Marketing

Marketing and Recruitment

- Magazine advertising and editorial coverage such as:
  - *Expansion Solutions*
  - *Business Facilities*
- Includes
  - Ads on publications' websites
  - Distribution at major national and international trade shows



Advertorial

Indian River County, Florida

Central to Where Your Business Needs to Be

Indian River County is located on Florida's east coast, covering 543 square miles of beaches, citrus groves, thriving commercial and growing industry. Located an hour north of West Palm Beach and 90 miles from Orlando, Indian River County is within three hours of 90 percent of Florida's population, with easy access to markets, yet far from urban sprawl, traffic and congestion.

Indian River County represents a broad spectrum of industry. The New Piper Aircraft, a leader in light aircraft manufacturing, has called Vero Beach home since 1957. High-tech firms like e-Merge Interactive and XStream Systems, as well as scientific research entities such as Harbor Branch Oceanographic Institute and Syngenta, bring the best and the brightest employees to our area.

The primary north-south transportation route through Indian River County is I-95. State Road 60 is the main east-west arterial between Vero Beach and the Tampa Bay area, with Florida's Turnpike just 30 minutes to the west. The Florida East Coast Railway provides freight service linking Indian River County to Miami in the south and all points north.

An efficient infrastructure system was the reason cited by CVS Pharmacy to locate its Florida distribution center in Indian River County. This central location, plus the cooperation of local government and leadership, made Indian River County the best site geographically and economically.

For more information on locating your facility in Indian River County, Florida, please visit our website at:

www.indianriver.com

Indian River County
Chamber of Commerce

Because location is central to success

9 Distribution & Logistics bdo

Indian River County
Chamber of Commerce

Economic Development Marketing

Marketing and Recruitment Activities

- Site Consultant relationships
- Lead generation
- Direct marketing
- One-on-one meetings with existing businesses
  - Supply chain database development

Indian River County
Chamber of Commerce

Recent Actions

Indian River County
Chamber of Commerce

Revised Local Jobs Grant Criteria

Available to businesses included on the county's Targeted Industry list

75% of average wage = $3,000/job

100% of average wage = $5,000/job

150% of average wage = $7,000/job

10% bonus if located in the Enterprise Zone

Indian River County
Chamber of Commerce

2009-2010 Community Leaders Summit - Focus on Economic Development

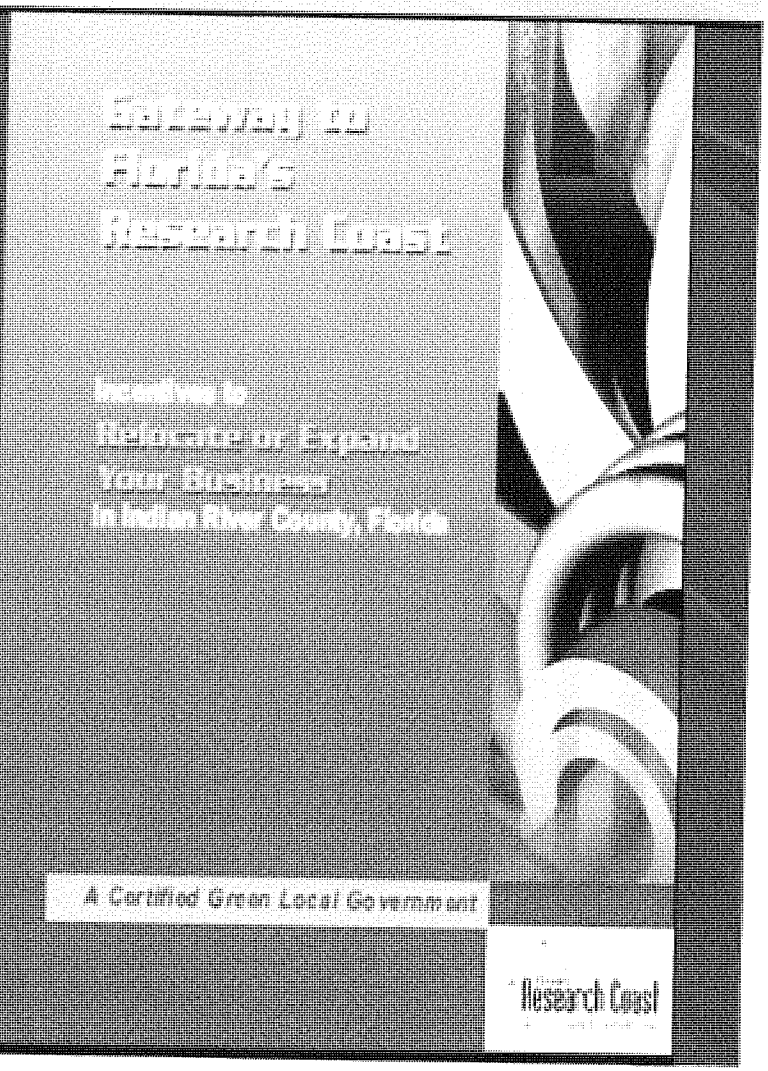
Initiatives and Results

Indian River County
Chamber of Commerce

Updated Marketing Brochure

Revised incentives brochure with "business friendly" language

- 600 distributed in past 10 months



Indian River County
Chamber of Commerce

Revised Economic Development Element

- Business recruitment, retention, expansion
- Expanded Target Industry list
- Includes "Consortium for Life Sciences"
- Intergovernmental coordination for economic development

Indian River County
Chamber of Commerce

Reduce Impact Fees

Initiative: Suspend Impact Fees for fire, law enforcement, corrections, public buildings and solid waste

Result:
Adopted 3/3/09
Extended to 3/31/2011

Champion: Commissioner Davis

Indian River County
Chamber of Commerce

Project Process

Initiative: Administrative Point Person

Result: Planning Director was named by the Board of County Commissioners

Champions:

Commissioners Davis and Solari

Indian River County
Chamber of Commerce

Tax Abatement Referendum

Initiative: Tax Abatement

Result: Commissioners unanimously approved to place this on the November 2010 ballot; included on the ballots in Fellsmere and Vero Beach

Champion: Commissioner O'Bryan

Indian River County
Chamber of Commerce

Economic Development Funding

Initiative: Consistent, dedicated revenue stream for economic development

Result:

- ED funding removed from "charitable"
- Considering other funding options
- Met with county and city officials

Champion: IR Chamber of Commerce

Indian River County
Chamber of Commerce

Adoption of Life Sciences Accord

The Accord was signed by:

- County and all 5 municipalities
- Hospitals
- IRSC, FAU, FL Tech, School Board, St. Ed's
- IR Neighborhood Association
- Chambers of Commerce

Result: Collaboration and consensus

Indian River County
Chamber of Commerce

Successes

Indian River County
Chamber of Commerce

Local Jobs Grants Approved

2009:	New Jobs Created	Jobs Anticipated	Award Amount
SpectorSoft	12	34	$208,000
OcuCue	14	25	$131,000
eMindful	5	70	$500,000
TOTAL	**31**	**129**	**$839,000**

Indian River County
Chamber of Commerce

Local Jobs Grants Approved – contin.

2010 ytd:	Jobs Anticipated	Award Amount
INEOS/New Planet BioEnergy	55	$310,000
AlgaGen (expansion)	10	$ 36,000
NetBoss Technologies	57	$363,000
TOTAL	**122**	**$709,000**

Indian River County
Chamber of Commerce

Chamber Assisted Companies Last 5 Years

	# Jobs
CVS Distribution Center	280
Girard Equipment	28
Nailtiques distribution	36
Piper Aircraft retention	850
SpectorSoft expansion	34
OcuCue	25
eMindful	70
INEOS New Planet BioEnergy	55
AlgaGen	10
NetBoss Technologies	57
TOTAL created/retained	**1,445 jobs**

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Active Projects

Type of Company	Number of Jobs	Anticipated Announcement
Aquaculture production/HQ	70-100	Q1, 2011
Solar panel manufacturing	10 to start; 512 at full production	Q2, 2011
Defense contractor	150	Q2, 2011

Indian River County
Chamber of Commerce

Future Goals

- Expediter (2011)
- Consistent, dedicated & increased funds
- Municipality contributions
- Spec buildings
- Additional commerce park areas
- I-95 exit at Oslo
- More!

Indian River County
Chamber of Commerce

Q & A

2D-2)

City Council Agenda Item
November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager

DATE: November 4, 2010

SUBJECT: **Commercial Lease Agreement between the City of Vero Beach and The Honorable Debbie Mayfield for the Rental of City Hall Office Space**

DEPARTMENT: City Manager's Office

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval.

____ Request Council review and possible action.

____ No action required. (Information only)

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager

DATE: November 4, 2010

SUBJECT: **COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF VERO BEACH AND THE HONORABLE DEBBIE MAYFIELD FOR THE RENTAL OF CITY HALL OFFICE SPACE**

Please find attached a letter from Florida State Representative Debbie Mayfield which indicates that she wishes to continue leasing office space at Vero Beach City Hall, at the rate of $185.00 per month. A copy of the proposed lease agreement is attached for your review.

Monte K. Falls

MKF:jav
Attachments

xc: The Honorable Debbie Mayfield
Stephen Maillet

The Florida House of Representatives

Representative Debbie Mayfield
Deputy Majority Whip
District 80

☐ 1053 20th Place
Vero Beach, Florida 32960
(772) 778-5077
Fax: (888) 544-0393

☐ 317 House Office Building
402 South Monroe Street
Tallahassee, FL 32399
(850) 488-0952

Committees
General Government Policy Council
Agriculture & Natural Resources Policy Committee, Vice-Chair
Natural Resources Appropriations Committee
Governmental Affairs Policy Committee

October 27, 2010

Monte Falls
Interim City Manager
1053 20th Place
Vero Beach, FL 32961

Dear Mr. Falls:

It is my desire to continue to rent the office space located at 1053 20th Place which is currently leased to State House District 80. It is my understanding the current lease term is December 1, 2009 to November 30, 2010 at the rate of $185.00 per month and I would request that you consider extending the same rate.

Please feel free to contact me if you or the council require any additional information or wish to discuss the lease terms further. Thank you.

Sincerely,

Debbie Mayfield
State Representative, District 80

Received
NOV 2010
City Mgr.'s Office

Debbie.Mayfield@MyFloridaHouse.gov

COMMERCIAL LEASE AGREEMENT

THIS LEASE is entered into this 1st day of December, 2010, by the CITY OF VERO BEACH, a municipal corporation, organized under the laws of the State of Florida, P.O. Box 1389, Vero Beach, Florida 32961-1389 ("LANDLORD"); and THE HONORABLE DEBBIE MAYFIELD, REPRESENTATIVE, DISTRICT 80, 1053 20th Place, Vero Beach, Florida 32960 ("TENANT").

LANDLORD AND TENANT, IN CONSIDERATION FOR THE MUTUAL COVENANTS CONTAINED HEREIN, AGREE AS FOLLOWS:

1. **Leased Property.** LANDLORD hereby demises and leases to TENANT, and TENANT hereby hires, rents and leases from LANDLORD, office space, located in the City of Vero Beach City Hall, 1053 20th Place, Vero Beach, Florida. The office space consists of approximately 480 square feet, on the ground floor of City Hall, adjacent to the lobby. The office space is leased unfurnished.

2. **Term.** The term of this Lease shall be for one year, from December 1, 2010 through November 30, 2011.

3. **Rent.** TENANT shall without notice from LANDLORD pay to LANDLORD, in lawful money of the United States, a rent of $185.00 per month, plus any applicable taxes as billed, commencing on the first day of the month.

4. **Use of Premises.** Use shall be limited solely to office and clerical work. TENANT shall operate its business from the assigned area and conduct said business at all times in a quiet and dignified manner so as to reflect credit on the operation of City Hall.

5. **Assignment or Subleasing.** Neither TENANT nor any of its assignees or sublessees may assign this Lease, or any portion thereof, or sublease any part of the leased

property without the written consent of LANDLORD. Any attempt to do so without written consent shall be void ab initio.

6. **Compliance with Law.** TENANT shall comply with all laws and regulations pertaining to the use of the leased premises.

7. **Special Conditions.**

(a) TENANT shall provide and pay for all its own telephone connections and also all charges against the operation thereof. LANDLORD shall provide and pay for the cost of electrical, maintenance, and janitorial services.

(b) Signs shall not be permitted without the written consent of LANDLORD.

(c) Upon Termination of this Lease, the office space shall be returned to LANDLORD in good condition, reasonable wear and tear expected.

IN WITNESS WHEREOF, we the LANDLORD and TENANT, have hereunto affixed our hands and seals.

ATTEST:	LANDLORD
Sign: _____	Sign: _____
Print: Tammy K. Vock	Print: Monte K. Falls
Title: City Clerk	Title: Interim City Manager

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Monte K. Falls, as Interim City Manager, and attested by Tammy K. Vock, as City Clerk, of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
State of Florida at Large [SEAL]
Commission No.
My Commission Expires:

ATTEST:

Sign: _____
Print: _____

Sign: _____
Print: _____

TENANT

Sign: _____
Print: Debbie Mayfield
Title: State Representative

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Debbie Mayfield, State Representative, as Tenant. She is personally known to me or produced _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Sign: _____
State of Florida at Large [SEAL]
Commission No.
My Commission Expires:

Approved as to form
and legal sufficiency:

Charles P. Vitunac
City Attorney

Approved as conforming to municipal
policy:

Monte K. Falls
Interim City Manager

This instrument prepared in the
Office of the City Attorney
Post Office Box 1389
Vero Beach, Florida 32961-1389

2D-3)

City Council Agenda Item
November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager MKFalls 11/4

DATE: November 4, 2010

SUBJECT: **Solid Waste Franchise Agreement – Haulin Trash Inc.**

DEPARTMENT: Public Works/Solid Waste

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation, which includes a recommendation, along with funding and pertinent background information.

____ Request Council review and possible action.

____ No action required. (Information only)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, Interim City Manager
DEPT: City Manager

FROM: Lonnie G. Scott, Asst. Solid Waste Director
DEPT: Public Works

DATE: October 29, 2010

RE: Solid Waste Franchise Agreement

Recommendation:

- Place this item on the agenda of the November 16, 2010 City Council meeting;
- Award a solid waste franchise agreement to Haulin Trash Inc.

Funding:

No funding is required for this item.

Background:

The City of Vero Beach allows sanitation service providers to offer roll-off container service within the city limits via non-exclusive franchise agreements (Section 66.14 of the municipal code). To date we have granted eight franchises.

On June 10, 2010 we sent a notice to Haulin Trash Inc. advising them that they were not authorized to perform roll-off container service in the City of Vero Beach, and that any services offered following receipt of the certified notice was in violation of Section 66.14 of the City Code. As a result of that notice Haulin Trash Inc. has requested to enter into a franchise agreement with the City.

The attached agreement has been executed by Haulin Trash Inc. and they have provided the necessary certificates of insurance.

cc: Charles Vitunac, City Attorney

Attachment

LGS/mb

EXHIBIT "A"
FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is hereby made and entered into this _____ day of _____, 20____, by and between the City of Vero Beach, Florida, a municipal corporation organized under the laws of the State of Florida ("City"); and _____Haulin Trash Inc._____, a _____Florida Corporation_____
(full legal name of services provider) (i.e.: corporation; partnership; LLC; etc., and state)
whose business address is ___3807 65th Street, # 8, Vero Beach, FL 32967_____
(" Franchisee").

WITNESSETH:

For and in consideration of the granting to Franchisee of a non-exclusive franchise to provide roll-off container solid waste collection and disposal services within the City of Vero Beach, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Franchisee mutually agree and promise as follows:

SECTION I. GRANT OF FRANCHISE AND TERM.

(A) Grant of Non-Exclusive Franchise. Pursuant to Section 66-14 of the Code of Ordinances of the City of Vero Beach, the City hereby grants a non-exclusive right, privilege and franchise to Franchisee to provide roll-off container solid waste collection and disposal services from property located within the corporate limits of the City of Vero Beach, Florida ("Franchise Area") in accordance with the terms of this Agreement, and the laws of the City of Vero Beach, Indian River County, the State of Florida and the United States of America.

(B) Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date this Agreement is executed by the City Council of the City of Vero Beach.

SECTION II. DEFINITIONS.

(A) General. To the extent that any definition contained herein conflicts with any similar definition contained in any federal, state, or local law, the definition contained herein shall prevail. However, nothing contained herein shall be interpreted to require the Franchisee to undertake any conduct that is prohibited by Applicable Law. Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neutral forms and the singular shall include the plural and vice versa.

(B) "Applicable Law" shall mean any local, state or federal statute, law, constitution, charter, ordinance, judgment, order, decree, permit, rule, regulation, directive, policy, standard or similar binding authority, or a judicial or administrative interpretation of any of the same, which are in effect or are enacted, adopted, promulgated, issued enforced or amended by a governmental body during the term of this Agreement and relate in any manner to the performance of the City or Franchisee under this agreement.

(C) "Collect and Collection" shall mean the process whereby solid waste is picked up and removed from the location where it is generated, and then transported to a state-approved landfill, transfer station, materials recycling facility or other disposal or processing facility.

(D) "Container," see "Roll-off Container" below.

(E) "De Minimus Amount" shall mean the amount of solid waste that lawfully may be included in a container of recovered materials or construction or demolition debris. A de minimus amount of solid waste is 10%, by volume or weight, whichever is more restrictive, as determined by measurement or visual inspection by the Director.

(F) "Director" shall mean the Director of Public Works of the City of Vero Beach, or the Director's designee. Also referred to as the Director of Solid Waste Management, or Solid Waste Management Director.

(G) "Franchise Area" shall mean all property located within the corporate limits of the City of Vero Beach.

(H) "Roll-off Container" shall mean either open-top/scow-type container capable of accepting bulk construction or other non-putrescible materials; or enclosed containers, such as the kind used with compaction devices, of ten (10) cubic yards capacity or larger. A roll-off container must be capable of being serviced by mechanical equipment.

(I) "Solid Waste" shall include garbage, yard trash, refuse, debris, special waste, ash, sludge, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, commercial, industrial, mining, agricultural, or governmental operations.

SECTION III. FRANCHISEE'S AUTHORITY; GENERAL PERFORMANCE AND OBLIGATIONS OF FRANCHISEE.

(A) Authorized independent collector. The Franchisee is hereby authorized to provide roll-off container solid waste collection and disposal service within the city limits of the City of Vero Beach, Florida. The Franchisee shall be an independent collector and shall provide, at its own expense, all labor, insurance, supervision, machinery and equipment, plant building, trucks and any other tools, equipment, accessories and

things necessary to maintain the standard of collection and disposal set forth herein and in Ordinance No. 2003-32.

(B) Protection of Adjacent Property and Utilities. The Franchisee shall conduct its work with due care and in such a manner as to avoid damage to adjacent private or public property, including utilities, and shall immediately repair or pay for any damage incurred through its operations.

(C) Spillage. The Franchisee shall not litter or cause any spillage to occur upon the premises wherein the collection shall occur or on any rights of way or public property. During hauling, all solid waste shall be contained, tied, covered, or enclosed so that leaking, spilling or blowing of waste are prevented. The Franchisee shall promptly clean up all spillage. It shall be the responsibility of the Franchisee to make sure that the size of container and frequency of collection is adequate for the amount of waste material deposited in the container.

(D) Disposal Site. The Franchisee shall dispose of waste only at landfills approved by the appropriate local, state and federal governmental agencies. The City reserves the right to approve or disapprove sites, taking into account costs, routes within the City and the rules and regulations of the governmental body having jurisdiction over said sites or facilities.

(E) Office. The Franchisee shall establish and maintain an office. The Franchisee shall maintain sufficient telephones with local telephone numbers where service inquiries and complaints can be received by the Franchisee. The Franchisee's office shall be staffed with trained, responsible persons on duty during collection hours. The Franchisee shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. The Franchisee also shall develop a system, subject to the Director's approval, for receiving emergency calls from the public at anytime, and for communicating with the City regarding emergency matters.

(F) Complaints. All complaints shall be resolved by the Franchisee.

(G) Permits and Licenses. The Franchisee shall obtain, at its sole expense, any and all permits and licenses required by applicable law in connection with this agreement, and Franchisee shall maintain the same in full force and effect throughout the term of this agreement. Any revocation of Franchisee's licenses or permits shall be reported to the City within three (3) calendar days.

(H) Unauthorized Collectors. The Franchisee agrees to defend the City in the protection of the right of the Franchisee to protect against encroachment by unauthorized collectors within the service area.

(I) Hours. No collection activities shall begin before 6:00 a.m. or continue later than 7:00 p.m. All collections shall be made as quietly as possible with a minimum of noise

and disturbance to the customers and the public. The Franchisee shall modify its collection schedule upon request of the City.

(J) Title to Waste. Title to all waste shall be vested in the Franchisee upon being loaded for transport in containers as defined herein.

(K) Prohibitions on biological, biomedical and hazardous waste. The Franchisee shall not collect biological, biomedical, or hazardous waste of any kind. Franchisee shall not collect any solid waste that the Franchisee reasonably believes is biological, biomedical, or hazardous waste. The Franchisee shall immediately notify the Director if any customer, person or entity delivers or attempts to deliver such material to the Franchisee, or places such waste in any container of Franchisee. The City shall have the right to inspect the solid waste collected by the Franchisee at any time.

SECTION IV. VEHICLES AND EQUIPMENT.

(A) Vehicles and equipment. Franchisee shall provide an adequate number of vehicles and equipment, approved by the City, for collection services and back up in the event of any breakdowns. Equipment shall be kept in good repair, appearance, and in a safe and sanitary condition at all times. Vehicles used by the Franchisee in the performance of this Agreement shall be clearly identified on each side with the Franchisee's name and local telephone number.

(B) Location of containers. Collection containers or receptacles shall be placed at locations that are mutually acceptable to the Franchisee and the customer, and in compliance with the City's land-use ordinances. Containers shall be located on private property. City property may be used for the siting of containers only with the written approval by City. If a dispute should arise between a customer and the Franchisee regarding the location of the collection site, the parties shall consult with the Director who will then designate the location.

SECTION V. FRANCHISEE PERSONNEL.

The Franchisee shall assign a qualified person or persons to be in charge of the Franchisee's operations in the City. The Franchisee shall provide the City with a written list containing the names and telephone numbers, including emergency telephone numbers, of the Franchisee's operations manager and other key personnel.

(A) All of the Franchisee's employees shall be properly trained and qualified to perform the tasks assigned to them. The Franchisee shall provide routine training in operating and safety procedures.

(B) Each driver of the Franchisee's vehicles shall at all times carry a valid Florida driver's license for the type of vehicle that is being driven.

(C) The Franchisee's employees shall treat all customers in a polite and courteous manner. All personnel of Franchisee shall refrain from belligerent behavior and profanity. The Franchisee shall promptly take appropriate action to correct and such behavior or language.

(D) Franchise personnel shall not request tips or payment of any kind from customers. Invoices for services rendered by the Franchisee shall be sent to the customer at an agreed upon billing address.

(E) No person shall be denied employment by the Franchisee for reasons of race, creed or religion. The Franchisee shall comply with all applicable laws relating to wages, hours, overtime, disability and all other matters relating to the employment and protection of employees, now or hereafter in effect.

SECTION VI. COLLECTION CONTRACTS.

(A) Franchisee may contract to provide services with any person, organization, firm or entity ("entities") within the City if such entities have requested the service.

(B) Franchisee agrees to provide the Solid Waste Division with the location of its containers and the names, addresses, and number of pick-ups made.

(C) If the Director orders removal of a container and the subject container remains in service more than forty-eight (48) hours after telephone or written notice by the City to the Franchisee to remove the container; then, in either or both cases, the Franchisee shall pay the City fifty dollars ($50.00), per day, until the container is removed.

SECTION VII. SOURCE SEPARATION.

Source separation is encouraged.

SECTION VIII. RATES; BILLING.

(A) Rates. The collection service rates may be negotiated between the Franchisee and the customer.

(B) Billing. Billing for collection services and collection of amounts due Franchisee shall be the sole responsibility of the Franchisee.

SECTION IX. FRANCHISE FEE.

(A) The Franchisee shall pay to the City a franchise fee equal to six percent (6%) of Franchisee's monthly gross receipts attributable to services provided under this Agreement. This franchise fee payment shall be made on or before the fifteenth (15th) day of each month for all service fees collected by the Franchisee during the immediately preceding month.

(B) The leasing or sale of compactors is not intended to be regulated by this Franchise Agreement. The leasing or sale of compactors is not subject to Franchise Fees. Collection and disposal services from compactors, however, shall be subject to Franchise Fees and shall be considered roll-off container solid waste collection and disposal service for purposes of this Agreement.

SECTION X. BOOKS, RECORDS, REPORTS; PUBLIC RECORDS.

(A) Franchise records. The Franchisee shall keep records of wastes collected and charges therefore. The City shall have the right to review those records, which in any way pertain to the payments due it as well as the billing of all customers by the Franchisee during this Agreement. During the term of this Agreement, the Franchisee shall make its City franchise records and related materials (including, but not limited to, dump tickets, customer invoices, transaction files) available to the City at all reasonable times. Failure to furnish the City with the requested materials or to maintain complete and accurate City franchise and all other related books and records, or to make such books and records available to the City, shall be considered material breach of this Agreement, and the City shall be entitled to terminate this franchise and to collect any damages resulting therefrom. Franchisee must keep all franchise and other related books and records on file for not less than three (3) years from the date of termination of the franchise, by either party, or the termination of the franchise term, whichever is later.

(B) Annual Report. Beginning at the fiscal year-end after this Agreement is signed by both City and Franchisee, the Franchisee shall furnish the Director with an original and one copy of an annual report on or before the forty-fifth (45th) day following the Franchisee's fiscal year-end. The report date shall be submitted to the Director on the date of the Franchisee's acceptance of this Agreement. The report shall include an income statement showing the gross revenue received by the Franchisee from the collection of solid waste materials and other services provided by the Franchisee under this agreement. The report shall provide all information needed by the City to comply with the reporting requirements established by state and federal law.

(C) Public Records. The Franchisee shall allow public access to all documents, papers, letters, and other material that is subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Franchisee in conjunction with this Agreement. The Franchisee shall immediately inform City of any and all public records requests made to Franchisee and coordinate with City the Franchisee's compliance with such request.

SECTION XI. COMPLIANCE WITH LAWS.

The Franchisee and its employees shall observe and comply with all present and future federal, state, and local laws, rules, regulations, requirements, ordinances, orders and mandatory guidelines that may pertain or apply to the services rendered hereto.

SECTION XII. INDEMNITY.

The Franchisee shall indemnify and hold harmless City, its departments, elected officials, officers, employees and agents, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees and costs through trial and appeal, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Franchisee, and/or persons and entities employed or utilized by Franchisee, in the performance of or arising out of this Agreement, or arising out of the violation of any law or regulation by Franchisee or persons or entities employed or utilized by Franchisee. Should the City be sued therefrom, the Franchisee shall be notified of and have the duty to defend such suits; provided, however, that the City has the sole option to defend such suits itself, or to hire independent counsel, and thereafter to tax all such defense costs and fees to the Franchisee. The Franchisee specifically agrees to pay any such judgment rendered against the City in any such case, and to reimburse the City, in full, for all costs and fees.

SECTION XIII. INSURANCE.

(A) **General**

Before starting and until acceptance of the work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

(B) **Coverage**

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

(1) **Workers' Compensation** - Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition the policy must include:

(a) Employer's Liability with a limit of $100,000 each accident and disease.

(b) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

(c) If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

(2) **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:

(a) Minimum limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Premises and Operations.

(c) Independent Contractors.

(d) Products and Completed Operations - Contractors shall maintain in force until at least three years after completion of all services required under the contract, coverage for products and completed operations, including Broad Form Property Damage.

(e) Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

(f) Additional Insured - The City is to be specifically included as an additional insured for the liability of the City resulting from operations performed by or on behalf of the Contractor in performance of this Contract and for liability of the City for acts or omissions of the City in connection with the general supervision of such operations. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

(g) Notice of cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

(h) Coverage on an occurrence basis.

(3) **Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

(a) Minimum Limits of $1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

(b) Owned Vehicles.

(c) Hired and Non-Owned Vehicles.

(d) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the City with thirty (30) days notice of cancellation and/or restriction.

(e) Additional Insured - The City is to be specifically included as an additional insured. Contractor's insurance including that applicable to the City as an additional insured shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute with Contractor's insurance. Contractor's insurance shall contain a severability of interest provision, providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Named Insured in the same manner as if separate policies had been issued to each.

(C) **Certificates of Insurance**

Certificates of insurance evidencing the insurance coverage specified in the previous paragraphs shall be filed with the City before operations are begun. The required certificates of insurance not only shall name the types of policies provided, but also shall refer specifically to this contract and section and the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract.

If the initial insurance expires prior to the completion of the work, renewal certificates of insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

SECTION XIV. DEFAULT; TERMINATION; REMEDIES.

(A) Default. In the event that the Franchisee defaults in the performance of any obligations to be performed by it hereunder or fails to comply with federal, state and local laws, regulations, ordinances or resolutions, the City may, in its sole discretion, after thirty (30) days written notice to the Franchisee, terminate this Agreement.

(B) Date of termination for default. Termination shall be effective upon the date specified in City's written notice to Franchisee and upon such date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement shall cease. The Franchisee shall reimburse the City for all direct and indirect costs of providing interim collection service.

(C) Remedies. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other, or of any other remedy available to the City, at law or in equity. The prevailing party in any litigation arising hereunder shall reimburse the other party for its costs and attorney's fees resulting from such litigation, through trial and appeal.

SECTION XV. GENERAL PROVISIONS.

(A) Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by Franchisee shall survive the termination or expirations of this Agreement.

(B) Waiver. The failure of the City at any time to require performance by the Franchisee of any provision hereof shall in no way affect the right of the City thereafter to enforce the same. No waiver by the City of any breach of any provision hereof shall be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

(C) Governing law and venue. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida. The venue for any and all legal action necessary to interpret or enforce this Agreement shall be in Indian River County, Florida.

(D) Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being deemed void, at the option of the City, should a provision which is of the essence of the Agreement, at the option of the City, be determined to be void.

(E) Modification of the Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supercedes all prior and contemporaneous agreements and understandings, representations and warranties, matters, whether oral or written, relating to such matters and this Agreement shall not

be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties.

(F) Independence of parties. It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting the Franchisee as the agent, representative, or employee of the City for any purpose whatsoever. The Franchisee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

(G) Resolution of disputes. Any and all disputes or disagreements arising out of this Agreement shall be subject to the decision of the Director, with the right of the Franchisee to appeal pursuant to Section 2-202 of the Code of Ordinances of the City of Vero Beach.

(H) Representations of the Franchisee. The Franchisee represents that: (a) it is a corporation duly organized under the laws of the State of Florida; (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida; and (c) it has the required power and authority to perform this Agreement.

(I) Notices. All dealings, contacts, notices, and payments between the Franchisee and the City shall be directed by the Franchisee to the Director and by the City to the Franchisee's Project Manager, each of whom shall be designated and identified to the other party, in writing, upon execution of this Agreement. Any notice, demand, communication, or request required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to the City:
Name: Monte K. Falls, P.E.
Title: Director, Public Works
Street Address: 3405 Airport West Drive, Vero Beach, FL 32960
Mailing Address: PO Box 1389, Vero Beach, FL 32961-1389
Telephone: (772) 978-5300
Facsimile: (772) 770-5836

As to Franchisee:
Name Bruce T. McCullers
Title: Owner
Street Address: 3807 65th St #8 Vero Beach FL 32967
Mailing Address: same
Telephone: 772-562-4242
Facsimile: 772-567-7183

Except as otherwise provided in this Agreement, all notices, certificates, reports, requests, demands, materials and any other communications hereunder or pursuant to this Agreement shall be in writing and deemed to have been duly given: (i) upon delivery (personally, by courier service such as FedEx or by other messenger) to the address of the appropriate party's designated representative; or (ii) upon receipt as evidenced by the appropriate form of the United States Postal Service after mailing by United States registered or certified mail, return receipt requested, postage prepaid to such address; or (iii) upon mailing if such registered or certified mail is refused by the recipient or returned unclaimed to the sender.

(J) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute one and the same instrument.

(K) Headings. Captions and headings in this Agreement are for ease of reference only and shall not constitute a part of this Agreement nor affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year above written.

WITNESS:

Sign: _____
Print: Holly Wray

Sign: _____
Print: Linda Christman

FRANCHISEE (insert name):
a Haulin Trash Inc.
(corporation; partnership; LLC; etc and state)

By: Bruce T. McCullers
Print: _____
Title: Owner

ATTEST:

Sign: _____
Print: Tammy K. Vock
Title: City Clerk

CITY OF VERO BEACH, FLORIDA

Sign: _____
Print: _____
Title: Mayor

Approved as to form and legal sufficiency:

_____
City Attorney

Approved as conforming to municipal policy:

_____
City Manager

Approved as to technical requirements:

_____
Director, Public Works Department

THIS DOCUMENT PREPARED IN
THE OFFICE OF THE CITY ATTORNEY
PO BOX 1389
VERO BEACH, FL 32961-1389

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2010

PRODUCER 772.567.1188 FAX 772.778.1416
SCHLITT INSURANCE SERVICES INC
1717 INDIAN RIVER BLVD
SUITE 300
VERO BEACH, FL 32960

INSURED
Haulin Trash Inc.
P.O. Box 1116
Vero Beach, FL 32961

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC	CPS1173726	01/20/2010	01/20/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS-MADE				EACH OCCURRENCE	$
						AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured for General Liability

CERTIFICATE HOLDER

City of Vero Beach
3405 Airport Drive
Vero Beach, FL 32960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert Schlitt Jr.

NOV - 2 2010
DEPARTMENT OF FINANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/01/2010

PRODUCER 772.567.1188 FAX 772.778.1416
SCHLITT INSURANCE SERVICES INC
1717 INDIAN RIVER BLVD
SUITE 300
VERO BEACH, FL 32960

INSURED
Haulin Trash Inc.
P.O. Box 1116
Vero Beach, FL 32961

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Natl Ins Co of America	24724
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PROJECT / LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
A	X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	25CC16815940	07/20/2010	07/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is named as additional insured on commercial auto.

CERTIFICATE HOLDER

City of Vero Beach
3405 Airport Drive
Vero Beach, FL 32960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert Schlitt Jr./RII

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RECEIVED
NOV - 3 2010
DEPARTMENT OF PUBLIC WORKS

Bridgefield Employers Insurance Company™
Member of Liberty Mutual Group

P.O. Box 968
Lakeland, FL 33802-0968

1-800-282-7648
(863) 665-6060
Fax (863) 666-1958

CERTIFICATE OF INSURANCE

RE : 0830-41073
ISSUED TO : City of Vero Beach

3405 Airport west Drive
Vero Beach, FL 32960

Producer : June K. Rowe
Company : Automatic Data Processing Insurance Agency
Address : 1 ADP Blvd.
Roseland, NJ 7068
Phone : (800) 524-7024

This is to certify that Allied Diversified, Inc., 3807 66 Street, Suite 8 Vero Beach, FL 32967-5975, being subject to the provisions of the Florida Workers' Compensation Law, has secured the payment of any workers' compensation benefits due by insuring their risk with the Bridgefield Employers Insurance Company.

POLICY NUMBER: 0830-41073

EFFECTIVE DATE: February 18, 2010

EXPIRATION DATE: February 18, 2011

Statutory Limits – State of Florida

Employers Liability
100,000 (Each Accident)
100,000 (Disease--Each Employee)
500,000 (Disease--Policy Limit)

This certificate is not a policy and of itself does not afford any insurance. Nothing contained in this certificate shall be construed as amending, extending, or altering coverage not afforded by the policy shown above or affording insurance to any insured not named above.

The policy of insurance listed above has been issued to the named insured for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document to which this certificate may pertain, the insurance made available by the described policy in this certificate is subject to only the terms, exclusions and conditions of such policy. Paid claims may have reduced the shown limits.

If the policy described above is cancelled before the expiration date indicated, the issuing company will endeavor to mail 30 days' written notice to the certificate holder named above, although if cancellation is for nonpayment of premium, then the issuing company will endeavor to mail 30 days' written notice to the certificate holder. In any event, the issuing company, its agents, and representatives accept no obligation or liability of any kind for failure to mail such notice.

Date: October 22, 2010

Authorized Signature

Bridgefield Employers Insurance Company, rated A (Excellent) by A.M. Best Company, is an affiliate of and is managed by Summit. Summit includes Summit Consulting, Inc. and its subsidiaries.
summitholdings.com

WC 4 Kyle (Rev. 1/08)

PUBLIC WORKS
OCT 25 2010
RECEIVED

2D-4)

City Council Agenda Item
November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager MKFALLS 11/9

DATE: November 8, 2010

SUBJECT: **Joint Participation Agreement**
FDOT FM No. 428609-1-78-01
Dredging of Vero Isles Canal

DEPARTMENT: Public Works/Water and Sewer

The following is requested as it relates to the above-referenced agenda item:

✓ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

____ No action required. (Information only)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, Interim City Manager
DEPT: City Manager

VIA: Robert Bolton, Director
DEPT: Water and Sewer

FROM: Donald H. Dexter, Public Works Manager
DEPT: Public Works

DATE: November 4, 2010

RE: Joint Participation Agreement
FDOT FM No. 428609-1-78-01
Dredging of Vero Isles Canal

Recommendation:

- Place this item on the City Council agenda for the November 16, 2010 meeting;
- Approve the Joint Participation Agreement with the Florida Department of Transportation (FDOT) for dredging sediment from the five (5) canals located alongside SR 60/Indian River Boulevard between 17th Street and Royal Palm Pointe.

Funding:

The JPA will provide up to $100,000 for this project. In addition, the City Water and Sewer Department agreed to provide funding to complete this dredging project due to the installation of water lines recently installed along Vero Isles Drive in conjunction with the Water Treatment Plant Injection Well System project. There was potential for additional sediment to be deposited in the canal ends but by utilizing the Vero Isles Drive route, the City was able to avoid many conflicts along Indian River Boulevard. To date the Water and Sewer Department has incurred $7,750 in design and permit fees, which are not reimbursable in the JPA, paid from account 423.9000.536.601382.

Background:

Based on complaints from some of the homeowners in the Vero Isles subdivision the City of Vero Beach has investigated sediment deposits in the Vero Isles canals where stormwater outfalls discharge. These stormwater outfalls are heavily impacted by FDOT roadways and therefore we have been working with FDOT to obtain funding to assist in the removal of this sediment. In addition to the sediment removal we have coordinated with FDOT to install sediment control structures in these drainage systems to eliminate or substantially reduce future sediment discharge into the canals. These sediment control structures were installed with the

recently completed (2009) FDOT project of resurfacing SR 60 from 20th Avenue to Mockingbird Drive.

Funding for this project became available this fiscal year (July 2010) from FDOT. The City's consultant, Morgan and Associates, Inc. has completed the permit process for the four canals in Vero Isles and is working on adding the westernmost canal at Tarpon Drive which also has an outfall from SR 60. They are currently developing construction specifications for the project. We estimate a cost of approximately $140,000 to complete this project. When the construction specifications are complete and the project is competitively bid we will bring the project to the City Council for approval and award of the construction contract.

We have enclosed five (5) original JPA packages for the Mayor's signature.

Attachments

Cc: Leos A. Kennedy, Jr., Professional Services Unit, FDOT

DHD:MKF/ntn

V:\LAND_PROJECTS\2006\2006-30_Vero Isles Dredging\JPA - FDOT\Agenda_JPA_Nov 04 2010.docx

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

September 9, 2010

Mr. Donald Dexter
Public Works Manager
City of Vero Beach
1053 20th Place
P.O. Box 1389
Vero Beach, Florida 32961-1389

RE:	**Joint Participation Agreement**
FM Number:	**428609-1-78-01**
Description:	**The Dredging of five (5) canals located alongside SR-60/Indian River Boulevard between 17th Street and Royal Palm Pointe in Indian River County**

Dear Mr. Dexter:

I am enclosing five (5) copies of the Joint Participation Agreement (JPA) for the above referenced project.

Please DO NOT fill in the date of the contract. The date of the contract shall be completed by our staff upon execution by the Department of Transportation's Director of Transportation Operations. A fully executed copy will then be forwarded to you for your files.

In addition to returning the five signed original agreements, please forward:

- Two (2) original and three (3) certified copies of the Commission resolution that authorizes the execution of the JPA Agreement.

If it is not possible to obtain the resolutions, please forward:

- Five (5) certified copies of the minutes of the Commission meeting at which this Agreement was approved for execution.

Should you have any questions, please contact me at 954-777-2285.

SEP 13 2010

Sincerely,

Leos A. Kennedy, Jr.
Professional Services Unit

Enclosure: JPA Agreement
Copy: Kelley Hall- FDOT Project Manager
Carolyn Gish- FDOT Project Manager
File

DUNS No.: 05-697-0478
CSFA No.: 55.024

Contract No.: _____
FM No: 428609-1-78-01
FEID No: VF-596-000-445

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this_____ day of_____ 20_____, by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT, and the City of Vero Beach, located at 1053 20th Place, Vero Beach, Florida 32961-1389, hereinafter called the PARTICIPANT.

WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT make certain improvements in connection with Financial Management (FM) Number 428609-1-78-01 for the dredging of five (5) canals located alongside SR-60/Indian River Boulevard between 17th Street and Royal Palm Pointe in Indian River County, Florida. Refer to **Exhibit A** Scope of Services attached hereto and made of part hereof; and,

WHEREAS, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the "Project"; and,

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and,

WHEREAS, the PARTICIPANT by Resolution No._____ adopted on_____ _____, 20____, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

   This Project benefits the area between 17th Street to Royal Palm Pointe within the City of Vero Beach, by removing the remaining accumulated sediments which was attributed to the past outfall of the drainage system. Each one of the five canals has had sediment control structures added in a recent construction project to eliminate sedimentation from the drainage system.

3. The PARTICIPANT shall obtain DEPARTMENT approval of plans and specifications prior to bidding the Project. The PARTICIPANT shall be responsible for advertising for bids, evaluating bids, and awarding a contract for construction of the Project. However, the DEPARTMENT must approve any consultant and/or contractor's scope of services. The selected contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2010).

   The PARTICIPANT shall also be responsible for providing construction engineering inspection services including administration and technical coordination required for the Project at their sole cost and expense.

   The PARTICIPANT shall be responsible to clear utilities within the canal limits. All permits, fees, and any mitigation associated with the Project are the PARTICIPANT's responsibility at their sole cost and expense.

4. The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the PARTICIPANT at no extra cost. The maintenance repair plans are to be prepared by the PARTICIPANT.

5. The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project. The PARTICIPANT will make best efforts to obtain the DEPARTMENT's input in its decisions.

6. The PARTICIPANT shall apply and obtain a general use permit from the DEPARTMENT prior to the commencement of any work.

7. Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is completed as evidenced by the written acceptance of the DEPARTMENT or December 31, 2011, whichever occurs first.

8. The PARTICIPANT shall furnish the services with which to construct the Project. The Project consists of services as detailed in **Exhibit A** of this Agreement. The DEPARTMENT agrees to pay the PARTICIPANT for services described in **Exhibit A** at the compensation stated below. The total DEPARTMENT share towards this Project is estimated to be ONE HUNDRED THOUSAND DOLLARS ($100,000.00), for actual costs incurred as detailed in monthly progress reports. The PARTICIPANT shall invoice the DEPARTMENT on a quarterly basis. If the actual cost of the Project exceeds the DEPARTMENT's participation of ONE HUNDRED THOUSAND DOLLARS ($100,000.00), any additional cost shall be the sole responsibility of the PARTICIPANT.

The PARTICIPANT will comply with the Federal and State Audit provisions and the Single Audit Compliance Requirements set forth in **Exhibit B** and **Exhibit C**, respectively, which are attached hereto and made part of this Agreement.

9. The PARTICIPANT acknowledges and agrees that the DEPARTMENT'S obligation to pay the sum set forth herein is contingent upon an annual appropriation by the Florida Legislature.

10. In the event the Project costs or Project modifications increase or exceed the amount authorized in paragraph 8, the DEPARTMENT and the PARTICIPANT shall meet and attempt to mutually agree to the amount and distribution of the additional funding needed to complete the Project. Any funding increase or modifications to the Project shall be added by means of an amendment to the Agreement to be signed by both parties before work is undertaken. However, in the event the PARTICIPANT and the DEPARTMENT fail to negotiate an amendment for any reason whatsoever, then the increase in the Project costs will be the sole responsibility of the PARTICIPANT.

11. The PARTICIPANT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The deliverables for the Project consists of dredging five (5) canals at the defined locations, as stated in **Exhibit A** of this Agreement.

    The PARTICIPANT will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the dredging of the five (5) canals. The PARTICIPANT will submit written progress reports by the 15th day of each month detailing the actual services performed related to the dredging of the canals. Upon submission of a quarterly invoice, the DEPARTMENT's Project Manager will notify the DEPARTMENT's local Operations Engineer to inspect and verify services performed by the PARTICIPANT has met or does not meet the DEPARTMENT's standards/minimum level of service. Upon completion of the Project the PARTICIPANT shall notify the DEPARTMENT's local Operations Engineer when the work is completed for a Final Inspection by DEPARTMENT personnel.

12. Invoices shall be submitted by the PARTICIPANT in detail sufficient for proper preaudit and postaudit thereof, based on the quantifiable, measurable, and verifiable units of deliverables as established in Paragraph 11 and **Exhibit A.** Deliverables must be received and accepted in writing by the DEPARTIMENT's Project Manager or designee prior to reimbursements.

    Supporting documentation must establish that the deliverables were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 11, has been met.

13. The PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period will not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation, and proper submission of a detailed invoice after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the Department's Comptroller under Section 334.044(29), Florida Statues.

15. PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice from the PARTICIPANT, the DEPARTMENT has five (5) working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has twenty (20) calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

16. If payment is not available within forty (40) calendar days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced, unless the PARTICIPANT requests payment. Invoices that have to be returned to the PARTICIPANT because of PARTICIPANT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

17. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline at 1-877-693-5236.

18. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the PARTICIPANT'S general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work

on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

19. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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

20. The PARTICIPANT will comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under the Agreement.

21. The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.

22. With respect to any of the PARTICIPANT'S agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The PARTICIPANT shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

23. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this Agreement, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to any such litigation shall be in Broward County.

24. This Agreement is governed by and construed in accordance with the laws of the State of Florida.

25. This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.

26. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

27. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309-3421
Attn: Leos A. Kennedy, Jr.
With a copy to: Kelley Hall
A second copy to: District General Counsel

If to the PARTICIPANT:

City of Vero Beach
1053 20th Place
Vero Beach, Florida 32961-1389
Attention: Donald H. Dexter, Public Works Manager
With a copy to: City Attorney

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. _____, hereto attached.

CITY OF VERO BEACH

BY: _____

NAME: _____

TITLE: _____

ATTEST:

_____

CITY CLERK (SEAL)

APPROVED:

BY: _____

CITY ATTORNEY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____

MICHAEL BIENVENU, PhD, P.E.

DIRECTOR OF TRANSPORTATION OPERATIONS

LEGAL REVIEW:

BY: _____

OFFICE OF THE GENERAL COUNSEL

APPROVED:

BY: _____

PROFESSIONAL SERVICES ADMINISTRATOR

Exhibit A
Scope of Services
FM# 428609-1-78-01

The Project will consist of dredging the width of the manmade canals that accept the discharge from the drainage system for a maximum of 400 feet from the point of discharge to an elevation of (-)5.0 per Florida Department of Environmental Protection (FDEP)/Army Corps of Engineers (ACOE) requirements. The locations of the five (5) canals are as follows:

1. South of Royal Palm Pointe and north of Seagull Avenue and east of Vero Isles Drive.
2. South of Sea Horse Land and north of Starfish Drive and east of Vero Isles Drive.
3. South of Starfish Drive and north of Sailfish Road and east of Vero Isles Drive.
4. South of Park Avenue and north of Dolphin Drive and east of Vero Isles Drive.
5. East of Indian River Blvd. (SR 60) and west of Robalo Drive and south of Tarpon Drive.

The DEPARTMENT will contribute funding to the PARTICIPANT for the dredging five canals to remove sedimentation attributed to the outfall of the drainage system into these navigable manmade canals.

The following conditions shall apply:

1) All permits, fees, and any mitigation associated with this work are the PARTICIPANT's responsibility at their sole cost and expense.

2) During the dredging operation, if traffic on SR-60 is disturbed, maintenance of traffic shall be in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the current Department Design Standards (series 600).

3) The PARTICIPANT shall provide the DEPARTMENT's local Operations Engineer with the name and phone number of a responsible person that the DEPARTMENT may contact on a twenty four (24) hour basis.

4) The PARTICIPANT shall be responsible to clear all utilities within the canal limits.

5) The PARTICIPANT shall notify the DEPARTMENT's local Operations Engineer 48 hours prior to the start of the Project at 772-465-7396.

6) The PARTICIPANT shall notify the DEPARTMENT's local Operations Engineer when the work is completed for a Final Inspection by DEPARTMENT personnel.

EXHIBIT B
FEDERAL AND/OR STATED FUNDED CONTRACTS

The administration of resources awarded by the Department to **CITY OF VERO BEACH** may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to **CITY OF VERO BEACH** regarding such audit. The **CITY OF VERO BEACH** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

AUDITS
PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not

include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the following:

   A. The Department at the following address:

   Florida Department of Transportation,
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309
   Karen Maxon, District Single Audit Liaison

   B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards <u>directly</u> to the following:

Florida Department of Transportation
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation,
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309
Karen Maxon, District Single Audit Liaison

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at the following address:

   Florida Department of Transportation,
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309
   Karen Maxon, District Single Audit Liaison

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at the following address:

   Florida Department of Transportation,
   3400 W. Commercial Blvd.
   Ft. Lauderdale, FL 33309
   Karen Maxon, District Single Audit Liaison

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT C
SINGLE AUDIT COMPLIANCE REQUIREMENTS

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

STATE RESOURCES

State Agency	Catalog of State Financial Assistance (Number & Title)		Amount
DOT (Department of Transportation)	55.024	Stormwater Retrofit	$100,000.00

Program Objectives: Implementation of a storm water retrofit in accordance with the design, permitting, and construction of existing and future highway and roadway projects to provide some attenuation to improve the quality of surface and stormwater run-off discharging into rivers, bays, lakes and reservoirs.

2D-5)

City Council Agenda Item

November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager MKFalls 11/8

DATE: November 8, 2010

SUBJECT: **Monthly Capital Projects' Status Reports**

DEPARTMENTS: Airport, Public Works, Water and Sewer

The following is requested as it relates to the above-referenced agenda item:

____ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

✓ No action required. (Information only)

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager

DATE: November 8, 2010

SUBJECT: MONTHLY CAPITAL PROJECTS' STATUS REPORTS

The Monthly Capital Projects' Status Reports are prepared and presented to Council at the second meeting of each month for all capital construction projects over $100,000. They are for review and discussion, if so desired.

Monte K. Falls 11/8
Monte K. Falls

MKF:jav
Attachments

xc: Airport
Public Works Department
Water and Sewer Department

N:\Agenda\MONTHLY.RPT\report.cc.doc

CAPITAL PROJECTS REPORT – AIRPORT

Obstructions Removal Update	The Florida Department of Transportation (FDOT) executed a Joint Participation Agreement (JPA) to help fund this project. The JPA was accepted by City Council on June 15, 2010. Consultant prepared bid specifications and submitted them to the airport for review. Federal funding and final City Council approval is still pending.
Rehabilitate Runway 11L/29R and Taxiway F	Original scope of work was completed on October 14, 2010. Contractor is in the process of replacing the LED taxiway edge lights and runway edge lights for this project. Estimated completion date for project is November 28, 2010.
Airport Operations Facility	Consultant submitted a professional engineering services work order in mid-October for the design phase to airport staff for review. Request for City Council approval to proceed with engineering will be in November or December.
Rehabilitate Sections Runway 11R/29L and Taxiway C	Construction began on October 25, 2010. Milling and overlay of Runway 11R/29L and milling of Taxiway C is complete. Crack sealing was completed in milled areas and western portion of Taxiway C. The first layer of pavement on Taxiway C west of Runway 4/22 was completed in early November. Project is on schedule with an estimated completion date of December 13, 2010.
Parking/Access Improvement at Building 78	Preliminary design is being conducted by the City Engineering Department. This is a partially FDOT funded project to improve parking and ADA access at a multi-tenant facility at the airport (Bldg. 78).

Updated 03 NOV 2010

JACOBY AND PIECE OF PIE PARKS PLAYGROUND IMPROVEMENTS
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

Prepared By: PROJECT NO. 2004-11

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: Korkat, Inc. For Period: 7/28/10 through 11/05/10

NOTES:

Project is complete pending final acceptance by Council.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	$45,969.78	CONTRACT DATE:	07/26/10
CHANGE ORDERS TO DATE (TOTAL)	$54,190.50	NOTICE TO PROCEED:	07/28/10
ADJUSTED CONTRACT AMOUNT TO DATE	$100,160.28	TIME OF COMPLETION	37 Days
TOTAL COST OF WORK PERFORMED TO DATE	$100,160.28	CONTRACT DAY:	45
% OF WORK COMPLETE	100.00%	% OF CONTRACT TIME COMPLETE:	121.62%

05-Nov-10
Completed Jacoby Park Playground

05-Nov-10
Completed Piece of Pie Park Playground

Bay Drive and River Drive Bridge Replacements

Prepared By: PROJECT NO. 2005-24

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: Misener Marine Construction, Inc. For Period: 11/24/09 through 11/05/10

NOTES:

Project is complete pending final approval by FDOT and final acceptance by Council.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	$1,699,671.30	CONTRACT DATE:	09/18/09
CHANGE ORDERS TO DATE (TOTAL)	-$6,260.65	NOTICE TO PROCEED:	11/24/09
ADJUSTED CONTRACT AMOUNT TO DATE	$1,693,410.65	TIME OF COMPLETION	90 Days
TOTAL COST OF WORK PERFORMED TO DATE	$1,532,626.99	CONTRACT DAY:	270
% OF WORK COMPLETE	100.00%	% OF CONTRACT TIME COMPLETE:	300.00%

08-Sep-10

Looking east on new Bay Drive Bridge

08-Sep-10

New River Drive Bridge

Indian River Drive East Sidewalk Construction

Prepared By: PROJECT NO. 2009-02

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Constructed by COVB Staff For Period: 7/20/10 through 11/05/10

NOTES:

Total length of sidewalk for this project is 2,150 linear feet.

Sidewalk constructed from Beachland Blvd. to fiddlewood Road (1,700 lf).

Work from Fiddlewood Road to Greytwig Road consists of drainage improvements that are being permitted through SJRWMD.

City crews will resume work and install stormwater improvements December 2010.

This is an in-house project being constructed by COVB Public Works Department Crews

ORIGINAL BUDGET AMOUNT	$177,000.00	Percent of Work Complete	50%

13-Sep-10

New sidewalk looking north toward Bob Summers Field from Beachland Boulevard

13-Sep-10

New sidewalk looking north from Date Palm Road

Crestlawn Cemetery Columbarium

Prepared By: PROJECT NO. 2009-09

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

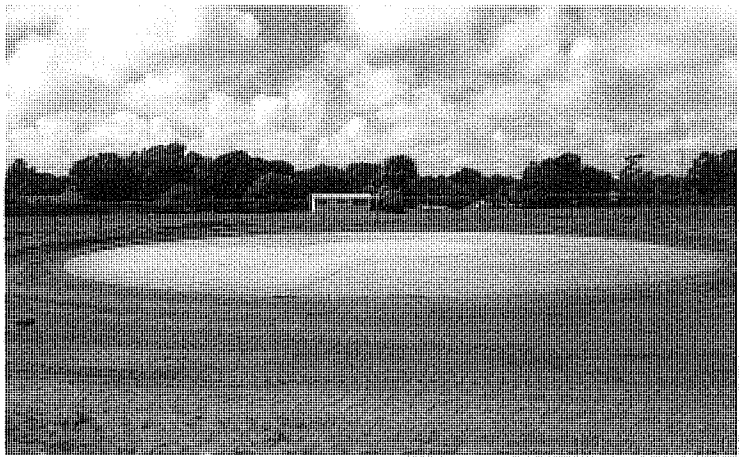
Constructed by COVB Staff For Period: 7/20/10 through 11/05/10

NOTES:

City staff has completed construction of the concrete slab.

Contractor estimates installation of the columbarium units by mid-December.

Original Budgeted Cost (Including City Staff Work)	$260,000.00	Percent of Work Complete	40%
ORIGINAL OUTSIDE CONTRACT AMOUNT	$178,000.00	CONTRACT DATE:	08/25/2010
CHANGE ORDERS TO DATE (TOTAL)	$0.00	NOTICE TO PROCEED:	08/31/2010
ADJUSTED CONTRACT AMOUNT TO DATE	$178,000.00	TIME OF COMPLETION	120 Days
TOTAL COST OF CONTRACT WORK PERFORMED TO DATE	$0.00	CONTRACT DAY:	67
% OF CONTRACT WORK COMPLETE	0.00%	% OF CONTRACT TIME COMPLETE:	55.83%



Concrete columbarium slab is complete.

19th Street Culvert Replacement at 20th Avenue Canal

Prepared By: PROJECT NO. 2009-12

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: SPS Contracting, Inc. For Period: 8/2/09 through 11/05/10

NOTES:

The 96" culvert and headwall construction is complete.

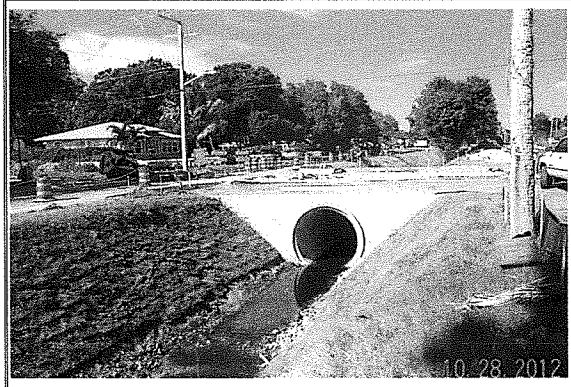
Side drains and drainage structures are complete.

Curbing is 50% complete.

Base rock is 50% complete.

Final curbing, base work and paving to be done week of November 8, 2010.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	$144,157.30	CONTRACT DATE:	07/20/10
CHANGE ORDERS TO DATE (TOTAL)	$21,109.02	NOTICE TO PROCEED:	08/02/10
ADJUSTED CONTRACT AMOUNT TO DATE	$165,266.32	TIME OF COMPLETION	101 Days
TOTAL COST OF WORK PERFORMED TO DATE	$118,184.12	CONTRACT DAY:	96
% OF WORK COMPLETE	95.00%	% OF CONTRACT TIME COMPLETE:	95.05%



28-Oct-10

New culvert and headwall in 20th Avenue canal

29-Oct-10

Newly poured curb at intersection radius 20th Avenue southbound

WATER TREATMENT MAINTENANCE BUILDING AND FIELD SERVICES COMPLEX

STATUS REPORT AS OF 11/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	150-09/JV
Consultant:	Edlund, Dritenbas, Binkley Architects	FOR PERIOD:	10/1/10 - 11/1/10
Contract Date:	08/19/09		
Notice to Proceed Date:	12/04/09		
Time of Completion:	300 Calendar Days		
Scheduled Completion Date:	09/30/10	Director's Signature	

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction of a Water Treatment Maintenance Building and Field Services Complex for the City of Vero Beach, Florida.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION

CONTRACTOR	Summit Construction Management, Inc.		
ORIGINAL CONTRACT AMOUNT	$1,924,000.00		
CHANGE ORDERS TO DATE (TOTAL)	$142,838.97		
ADJUSTED CONTRACT AMOUNT TO DATE	$2,066,838.97		
TOTAL COST OF WORK PERFORMED TO DATE	$1,918,303.97		
% OF WORK PAID	92.81%		
TOTAL WORK COMP.	$1,726,473.57		

The interior of the field services building is complete, and the exterior sitework will be finished by November 6, 2010.

FORCE MAIN FROM WWTP TO WTP, &
REUSE WATER MAIN FROM RPP TO COUNTRY CLUB DRIVE

STATUS REPORT AS OF 11/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	1483
Consultant:	Morgan & Associates	FOR PERIOD:	10/1/10 - 11/1/10
Contract Date:	11-Dec-09		
Notice to Proceed Date:	19-Jan-10		
Time of Completion:	270 Days		
Scheduled Completion Date:	15-Oct-10	Director's Signature	

PROJECT DESCRIPTION:

The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a 24" PVC force main from the WWTP to the WTP, and a 24" PVC Reuse main from Royal Palm Point to Country Club Drive.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION			
CONTRACTOR	S.P.S. Contracting. Inc.		
ORIGINAL CONTRACT AMOUNT	$2,396,841.58		
CHANGE ORDERS TO DATE (TOTAL)	$62,513.54		
ADJUSTED CONTRACT AMOUNT TO DATE	$2,459,355.12		
TOTAL COST OF WORK PERFORMED TO DATE	$2,127,425.70		
% OF WORK PAID	82.18%		
TOTAL WORK COMP.	$2,021,054.42		

Restoration at the Vero Beach Country Club (above left) and Royal Palm Pointe (above right) is completed, the pipeline work is finished. Determination of final quantities and preparation of the the final pay estimate is under way now.

STORAGE RESERVOIR AND INJECTION WELL PUMP STATION

STATUS REPORT AS OF 11/1/10
CITY OF VERO BEACH WATER AND SEWER DEPARTMENT

Prepared By:	Jerry A. Gilbert, P.E.	PROJECT NO:	280-09/JV
Consultant:	Arcadis, Inc.	FOR PERIOD:	10/1/10 - 11/1/10
Contract Date:	30-Sep-2009		
Notice to Proceed Date:	13-Oct-2009		
Time of Completion:	395 Calendar Days		
Scheduled Completion Date:	12-Nov-2010	Director's Signature	

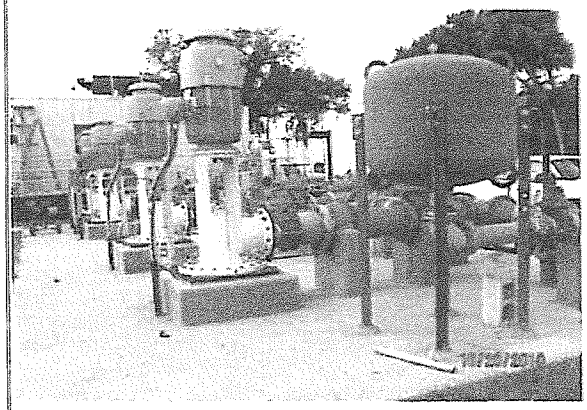
PROJECT DESCRIPTION:

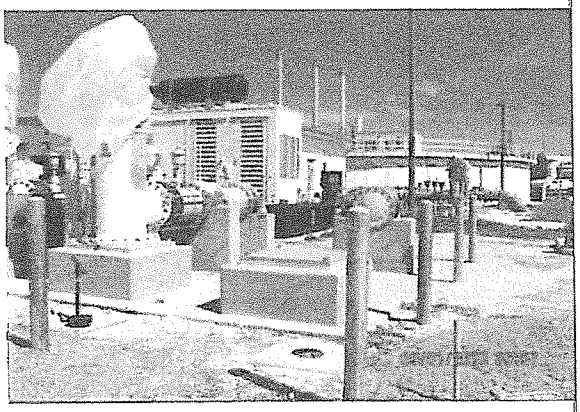
The Work to be performed under this Contract includes the furnishing of all labor, materials, equipment, services and incidentals for the construction, startup and testing of a three million gallon pre-stressed concrete storage reservoir, injection well pump station and related appurtenances.

THE FOLLOWING IS A SUMMARY OF PROGRESS AND COSTS TO DATE:

DIVISION

CONTRACTOR	Florida Design Contractors, Inc.		
ORIGINAL CONTRACT AMOUNT	$2,694,375.00		
CHANGE ORDERS TO DATE (TOTAL)	$791,836.36		
ADJUSTED CONTRACT AMOUNT TO DATE	$3,486,211.36		
TOTAL COST OF WORK PERFORMED TO DATE	$2,758,865.36		
% OF WORK PAID	79.14%		
TOTAL WORK COMP.	$2,482,978.82		





The emergency generator at the water treatment plant (above left), and the emergency generator at the wastewater treatment plant (above right). This month was spent completing the installation of the generators and making electrical connections to the equipment and controls, and performing testing. Some additional site work was also completed.

5-A)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP

DATE: November 5, 2010

SUBJECT: **First Reading on Draft Ordinance to Amend Chapter 73, Article I, Flood Damage Prevention of the City Code (#Z10-000008-TXT)**

Overview

The Planning and Development Department requests that the attached draft ordinance amending the City's floodplain regulations be placed on the City Council's agenda for first reading. The proposed revisions to the regulations are intended to address deficiencies identified by the Florida Division of Emergency Management (FDEM) in its Community Assistance Visit (CAV) conducted on April 15, 2010, and strengthen the City's administration and enforcement responsibilities as required under its participation in the National Flood Insurance Program.

Background

Every five to seven years, the Federal Emergency Management Agency or the appropriate state emergency management agency conducts a visit of local communities participating in the National Flood Insurance Program (NFIP) to maintain periodic contact with these communities and to assess their needs for technical assistance and coordination.

The CAV report found the City's current floodplain management regulations deficient in two areas. The regulations are missing key definitions and failed to address manufactured housing and recreational vehicles. Additionally, Elevation Certificates were only being required prior to the issuance of a Certificate of Occupancy, which conflicts with the City's floodplain regulations [It should be noted that these deficiencies were identified in previous community visits conducted by the State in 1999 and 2001.]

In discussions with the FDEM representative, the City staff indicated the problems in administering the floodplain regulations created by the division of permitting responsibilities between the Indian River County Building Department and the City Planning and Development Department. This division of responsibilities requires more involvement of the Planning staff in the building permit and inspection process, as building inspectors are not responsible for ensuring full compliance with the City's floodplain standards. Therefore, as part of the effort to update the regulations to be compliant with the requirements of the NFIP, the staff proposed to revise the permitting procedures for approval of development within special flood hazard areas.

A copy of the proposed draft ordinance prepared by the staff was submitted to the Florida Division of Emergency Management for review and comment. The agency approved the draft ordinance with no comments.

Summary of Substantive Changes

The following is a summary of substantive changes, including where appropriate, commentary on the reason or rationale for the proposed changes:

1. Section 73.02. Definitions, pages 3-7. Numerous definitions have been added and language of existing definitions revised to be consistent with the definitions contained in the "State of Florida Flood Damage Prevention Ordinance." Additionally, other revisions were made to make the language more clear or to eliminate redundant language.

2. Section 73.09, Floodplain Compliance Procedures, pages 8-10. This section has been rewritten to clearly spell out the requirements for applicants to provide an Elevation Certificate during construction and post-construction. It further adds a final step in the process that requires the City Manager to issue a Certificate of Floodplain Compliance prior to the issuance of the Certificate of Occupancy. This additional provision helps to ensure that the Building Department doesn't issue a Certificate of Occupancy for a structure or machinery/equipment that doesn't meet the proper flood elevation.

   Additionally, a permit fee of $75 has been included to defray the costs for processing, review, and inspection of the property. This fee would be in addition to the development permit application fee.

3. Section 73.13(d), Manufactured Homes and Recreational Vehicles, pages 15-16. This entirely new section establishes specific rules governing the placement of manufactured homes and recreational vehicles in special flood hazard areas.

4. Section 73.14, Coastal High Hazard Areas, pages 16-17. The revised language in (9) and the new (10) specifically limits the uses and types of finishing materials in below base flood enclosures in "V" zones.

Planning and Zoning Board Action

On October 21, 2010, the Planning and Zoning Board conducted a public hearing on the first version of the draft ordinance and recommended approval of the Ordinance as revised at the meeting for consideration by the City Council. A copy of the Board's minutes is attached.

One issue was not fully resolved at the meeting regarding the use of foundation/form board surveys. A concern was raised about the requirement that the elevation be taken "within 21 days" of the placement of the lowest floor or the bottom of lowest structural member rather than prior to construction. The foundation/form board survey is done prior to construction and, therefore, the thinking is that it would be prudent to take the elevation prior to any concrete being poured.

The staff stated that this specific language regarding certification of the building elevation upon "completion" of the lowest floor is contained in the State's model flood damage prevention ordinance and has been in the City's and County's regulations for many years. However, the staff will review the issue and make appropriate changes prior to submitting the draft to the City Council for consideration.

Subsequent to the public hearing, the staff discussed the issue with the Indian River County Building Official and a FDEM Floodplain Management Specialist. The foundation/form board survey is required by the Florida Building Code and Indian River County for all building construction.

Although the foundation/form board survey is a very reliable measure of verifying required elevations, it is done prior to construction. If the certification with the required minimum lowest floor level were to be solely dependent upon the pre-construction foundation/floor board survey, any errors in construction, which do happen time to time, would only be picked up after completion of the building. To correct this problem at that time would be costly for the applicant.

Therefore, the staff has retained the requirement in the draft ordinance for certification of the lowest floor and lowest horizontal structural member within 21 days of placement. The applicant is still required to provide to the Building Department a foundation/floor board survey certified by a licensed land surveyor prior to construction.

Recommendation

The staff recommends the attached draft ordinance be placed on the City Council agenda for First Reading.

TJM/tf
Attachments

PLANNING AND ZONING BOARD MINUTES
Thursday, October 21, 2010 – 1:30 p.m.
City Hall, Council Chambers, Vero Beach, Florida

PRESENT: Chairman, Dennis Ryan; Vice Chairman, Charles Vogt; Members: Mark Mucher, Ed Llerena, Scott McCracken and Alternate Member Craig Fletcher **Also Present:** Planning and Development Director, Tim McGarry; Assistant City Attorney, Wayne Coment and Deputy City Clerk, Sherri Philo

Excused Absences: Robert Sammons, Kevin Doty, Cliff Norris and Richard Kennedy
Unexcused Absences: Peter Jones

I. PRELIMINARY MATTERS

A. Agenda Additions and/or Deletions

There were no changes to the agenda.

II. APPROVAL OF MINUTES

A. Regular Meeting – October 7, 2010

Mr. Vogt made a motion to approve the minutes of the October 7, 2010 Planning and Zoning Board meeting. Mr. Fletcher seconded the motion.

Mr. Mucher referred to page five of the October 7, 2010 Planning and Zoning Board minutes. He reported that "From an operational and legal standpoint, this is a good idea" should state "From an operational and legal standpoint, this is not a good idea."

The motion with the correction passed unanimously.

III. PUBLIC HEARING

[LEGISLATIVE]

A. Public Hearing to Consider Proposed Amendments to Chapter 73, Article I, Flood Damage Prevention of the City Code (#Z10-000008-TXT).

Mr. Tim McGarry, Planning and Development Director, went over the proposed Ordinance to amend Chapter 73, Article I, of the City Code with the Board members (on file in the City Clerk's office). He reported that the Flood Elevation Certificates that are required when you are in a special flood hazard were being done at the Certificate of Occupancy point rather than being done when the lowest floor has been placed. He said that in discussions with the Florida Division of Emergency Management (FDEM) representative, staff indicated the problems in administering the floodplain regulations because the Building Department Inspectors were not following the City's floodplain regulations. Therefore, some of the operating procedures in the City have been changed, which he felt would take care of the problem.

Chairman Ryan asked would the City have an inspector check the floodplain along with the County.

Mr. McGarry said the City would have periodic inspections. Normally, if there is a Flood Certificate, they are sealed by either a Land Surveyor or Engineer and the City would have to take their word for it unless there is some evidence to say otherwise.

Mr. Mucher asked Mr. McGarry if he was stating that the County Inspectors could approve the foundation after it is framed in without knowing anything about the flood elevation.

Mr. McGarry said that they would follow what the site plan shows.

Mr. McGarry reported that flood regulations were not under the Building Code, but the Zoning Code. Therefore, it is the City's responsibility to enforce the Zoning Code. Most of the time this has been fine, but there have been some recent hiccups and he felt that this Ordinance would help to take care of any problems in the future. He then continued with the proposed amendments. He reported that Section 73.09 (b) requires that in the construction stage, within 21 days of the placement of the lowest floor, or flood-proofing, by whatever construction means, or bottom of the lowest horizontal structural member, the permit holder shall submit to the Planning Director a completed elevation certificate.

Mr. Wayne Coment, Assistant City Attorney, asked why couldn't they have them provide that certificate before the floor is poured. He said that the County Building Department requires a form-board survey before they would allow them to pour the floor. He said that the elevation could be checked at the same time the setbacks are verified before any concrete is poured.

Mr. McGarry said it could be done that way, but this is the safest way.

Mr. Coment said that is not the safest way for the builder.

Mr. McGarry continued with the proposed amendments. He referred to Section 73.10, Duties and Powers of the City Manager. He felt that since the process goes through the Planning Director's office, it only made sense that the Planning Director would be responsible rather than the City Manager.

Mr. Fletcher had trouble with the Planning Director taking this responsibility. He stated that he would like a note or something from the City Manager stating that he has authorized this change. He asked does the City Charter designate the City Manager to have these powers and duties.

Mr. McGarry said it is not in the Charter, but it is in the Code. He said that he spoke with the previous City Manager and with the Interim City Manager and they did not have any problems with this. However, he did not have a problem with leaving it under the City Manager's powers.

Mr. Fletcher said this is a lot of authority to transfer and he would like something in writing designating this authority to the Planning Director.

Mr. McGarry said that he would leave the duties and powers under the City Manager, but he felt there should be an official letter on file.

Mr. Mucher referred to page eight, Section 73.09. He stated that non-residential is mentioned, but not residential.

Mr. McGarry explained that the only non-residential would be flood-proofing.

Mr. McGarry continued with the proposed amendments. He noted that there is a new Section in the Ordinance for manufactured homes (page 15). He reported that there was an error under Section (d)(2), which stated subparagraph (e)(1) and it should be (d)(1).

Mr. Mucher said the Board discussed stilt housing and found out that when Fairlane Harbor built their homes it did not apply.

Mr. McGarry said that they have to elevate them. He said the only case where they would not have to elevate them would be in an existing park that has not had any substantial damage due to flooding.

Mr. Mucher asked where is the limit as to how high they can elevate.

Mr. McGarry said that they would have to be above base flood if they are in the A Zone. He reported that the other amendments to the Ordinance clarify what is allowed and not allowed under base flood elevations.

Mr. Fletcher referred to page nine of the Ordinance, where it states, "Within 21 days of the placement of the lowest floor, or flood-proofing by whatever construction means, or bottom of the lowest horizontal structural member, the permit holder shall submit to the Planning Director a completed Elevation Certificate, FEMA Form 81-31, as amended, that certifies the elevation of the lowest floor or flood-proofed floor, whichever is applicable, as-built, using elevation datum in NGVD or NAVD." He asked would the basement be the lowest floor.

Mr. McGarry answered yes.

Mr. Mucher asked wouldn't the lowest floor be supported by a piling.

Mr. Coment thought that they were talking about the lowest habitable floor.

Mr. McGarry said that was not correct. He explained that it would be the lowest enclosed area.

Mr. Coment asked is that what the FEMA rules state.

Mr. McGarry answered yes.

Mr. Mucher asked where it states "whichever is applicable," does that mean whichever is lower or whichever is higher.

Mr. Fletcher said that he also had trouble with that because it did not define it. He said that there are some homes with basements that were built in the 1940's and 1950's that are in the flood area.

Mr. McGarry said unless they do some substantial improvements, they would not be affected by this.

Mr. McCracken said a house on piles would be in the flood zone if it was on the river and the grade structure underneath the finish floor would be below the flood zone.

Mr. McGarry explained that the bottom of the lowest horizontal structure member in the V Zone has to be 18 inches above. That is not a requirement if you are in an A Zone.

Mr. Fletcher referred to Section 73.13 (c)(1), where it states "Designs for complying with this requirement must be certified by a licensed professional engineer or architect." He asked Mr. Coment for a document to go under seal and go to court, wouldn't it have to be signed by a Structural Engineer.

Mr. Coment did not know if that was the case.

Mr. Fletcher said that a Structural Engineer is the person who certifies its structural integrity.

Mr. McGarry explained that this was just for the flood vents.

Mr. McCracken asked Mr. McGarry if he took the wording verbatim from FEMA under the "construction stage."

Mr. McGarry answered yes.

Mr. McCracken felt that the 21 days would be confusing for the builders. He suggested that they replace "within 21 days" to "prior to placement of the lowest floor."

Mr. Coment suggested that they add a paragraph prior to that statement that addresses the form board survey in that what shall be included in the form board survey shall be a certification of the elevation.

Mr. McGarry said that he would amend the Ordinance by putting something in it regarding form boards.

Mr. Coment said if they don't have a requirement for elevation until after the slab is poured, it is hard to make the builder remove that slab.

The Chairman closed the Public Hearing at 2:00 p.m., with no one wishing to be heard.

Mr. Fletcher made a motion to approve the Ordinance as revised. Mr. Vogt seconded the motion and it passed 6-0 with Mr. Fletcher voting yes, Mr. Mucher yes, Mr. McCracken yes, Mr. Llerena yes, Mr. Vogt yes and Chairman Ryan yes.

IV. PLANNING DEPARTMENT MATTERS

Mr. McGarry said that he did not have anything to report to the Board in November. He recommended cancelling the first meeting in November and if nothing comes up that they cancel their second meeting in November.

The Board members agreed.

V. CHAIRMAN'S MATTERS

Mr. Ryan reported that Mr. Sammons, Mr. Doty, Mr. Norris and Mr. Kennedy had an excused absence from today's meeting and Mr. Jones had an unexcused absence for today's meeting.

VI. ADJOURNMENT

Today's meeting adjourned at 2:06 p.m.

/sp

ORDINANCE NO. 2010- _____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING CHAPTER 73, ARTICLE I, FLOOD DAMAGE PREVENTION OF THE CITY OF VERO BEACH CODE; PROVIDING FOR NEW DEFINITIONS AND REVISIONS TO CLARIFY AND UPDATE THE EXISTING TEXT; PROVIDING STANDARDS FOR REGULATING PLACEMENT OF MANUFACTURED HOMES AND RECREATIONAL VEHICLES IN SPECIAL FLOOD HAZARD AREAS; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as a requirement for participation in the National Flood Insurance Program, a local governing body must adopt and enforce regulations governing development within flood prone areas;

WHEREAS, the City Council adopted Ordinance 15-1984 enacting a flood damage prevention ordinance compliant with the criteria for participation in the National Flood Insurance Program, which has been subsequently amended on two separate occasions; and

WHEREAS, earlier this year, the Florida Division of Emergency Management (FDEM) conducted a Community Assistance Visit (CAV) to review the City's participation in the National Flood Insurance Program; and

WHEREAS, the FDEM found that the City's current floodplain management regulations were deficient in that they lack numerous definitions and any provisions regarding regulatory floodways and manufactured homes and recreational vehicles; and

WHEREAS, in response to the FDEM's recommendation, the Planning and Development Department staff has prepared this Ordinance amending Chapter 73, Article 1, Flood Damage Prevention of the Code, using the State of Florida's "Model Flood Damage Prevention Ordinance" as a reference; and

WHEREAS, the City Council finds that the adoption of this Ordinance amending Chapter 73, Article I, is in the public interest and would bring the City's floodplain management regulations into full compliance with the regulatory standards of the National Flood Insurance Program;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1. Amendment of Chapter 73, Article I, Flood Damage Prevention.

Chapter 73, Article I, Flood Damage Prevention, is hereby amended as follows:

ARTICLE I. FLOOD DAMAGE PREVENTION

Sec. 73.01. Statement of policy.

The City of Vero Beach contains within its boundaries areas that are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment to tax base, all of which adversely affect the public health, safety, and general welfare. These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities and by property uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

Specifically it is the intent of this article with respect to flood hazard areas to:

(a) Restrict or prohibit property uses which result in damaging increases in erosion hazards or which result in damaging increases in flood heights or velocities;

(b) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

(c) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;

(d) Control filling, grading, dredging, and other development which may increase erosion or flood damage; and,

(e) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 73.02. Definitions.

For purposes of this article, the following terms shall have the definitions indicated:

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Basement means any part of a building where all sides of the floor are located below ground level.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

Coastal high hazard area means the area subject to high velocity waters caused by, but not limited to, hurricane wave wash or tsunamis. This area is designated on a Flood Insurance Rate Map ("FIRM") as Zone V1-V30, ~~or~~ VE, or V.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before July 3, 1984.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Finished living space means any space usable for living purposes, which includes inhabiting, residing, sleeping, cooking, eating, or any combination thereof.

Finishing materials means anything beyond basic wall construction pursuant to FEMA Technical Bulletin, which is normally associated with habitable space. Finishing materials

include, but are not limited to ceiling mold, trim, baseboards, decorative finish work, wainscoting, and textured woods.

Flood hazard boundary map (FHBM) means an official map of a community, issued by the Federal Emergency Management Agency (FEMA), where the boundaries of the areas of special flood hazard have been defined as only Approximate Zone A.

Flood Insurance Rate Map (FIRM) means the official map prepared by the Federal Emergency Management Agency and any revision thereto, which delineates both the areas of special flood hazard within, and the risk premium zones applicable to, the city.

Flood insurance study is the official hydrology and hydraulics report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the flood boundary-floodway map and the water surface elevation of the base flood.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

a) Listed individually in the national Register of Historic Places (a listing maintained by the Department of Interior) or preliminary determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

b) Certified or preliminary determined by the Secretary of Interior as contributing to the historical significance of a registered historic or a district preliminary determined by the Secretary to qualify as a registered historic district;

c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or

d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

   1. By the approved Florida program as determined by the Secretary of the Interior, or

2. Directly by the Secretary of the Interior.

Limited storage means the storage of items not generally subject to damage by water or exposure to the elements such as outdoor furniture, lawn mowers, rakes, wheelbarrows, and similar outdoor equipment. Limited storage does not apply to household items, indoor furniture, tools, or other equipment vulnerable to damage by floodwaters.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure usable solely for parking vehicles, building access, or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of this article ~~section 71.13~~.

Manufactured home means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this title, the term is synonymous with National Geodetic Vertical Datum (NGVD) or North American Vertical Datum.

North American Vertical Datum (NAVD) of 1988, means a vertical control used as a reference for establishing varying elevations within the floodplain.

National Geodetic Vertical Datum (NGVD)~~, as corrected in~~ of 1929 ~~is~~ means a vertical control used as a reference for establishing varying elevations within the floodplain.

NAVD means the North American Vertical Datum, which is a vertical control used as a reference for establishing elevations.

New construction means any structure for which the "start of construction" commenced after the effective date of this ordinance.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management code, ordinance or standard.

Recreational vehicle means a vehicle that is:

a) Built on a single chassis;

b) 400 square feet or less when measured at the largest horizontal projection;

c) Designed to be self-propelled or permanently towable by a light duty truck; and

d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Special flood hazard area (SFHA) means the area having a one percent or greater chance of being flooded in any given year.

Start of construction includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the state of excavation or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure when the cost of restoring the building to its pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, construction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure prior to improvement or repair. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include either any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe

living conditions ~~or any alteration of a structure listed on the National Register of Historic Places or a state inventory of historic places~~. This term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure and for which a variance has been granted pursuant to this article. ~~This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. It does not include repairs for damage from any origin which are determined to be less than "substantial damage" as defined in this ordinance.~~

~~For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building.~~

~~The term does not, however, include:~~

~~(1) Any project for improvement of a building required to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the code enforcement official, which have cause for issuance of a citation or condemnation, and which are solely the minimum necessary to assure safe living conditions; or~~

~~(2) Any alteration of a "historic structure"; provided, that the alteration will not preclude the structure's continued designation as a "historic structure" and for which a variance has been granted pursuant to this ordinance.~~

Violation means the failure of a structure or other development to be fully compliant with the provisions of this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this article is presumed to be in violation until such time that documentation is provided.

Sec. 73.03. Applicability.

This article shall apply to all areas of special flood hazard within the jurisdiction of the City of Vero Beach identified by the FEMA in its Flood Insurance Rate Map ("FIRM"), dated December 15, 1982 (revised). The FIRM and any revision thereto are adopted by reference and declared to be part of this article.

Sec. 73.04. Development approval required.

Development approval pursuant to chapter 64, article I, development review of this Code, shall be required in conformance with the provisions of this article prior to the commencement of any development activities.

Sec. 73.05. Compliance.

No structure, including manufactured homes, shall hereafter be located, extended, converted, or structurally altered without full compliance with the terms of this article and other applicable regulations.

Sec. 73.06. Abrogation and greater restrictions.

This article is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Sec. 73.07. Interpretation.

In the interpretation and application of this article, all provisions shall be considered as minimum requirements, liberally construed in favor of the governing body, and deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 73.08. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the City of Vero Beach or any officer or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 73.09. ~~Applications for development approval~~ Floodplain compliance procedures.

(a) *Application stage.* Prior to any development activities, an ~~A~~application for development approval shall be submitted to the planning and development department pursuant to section 64.03 of this Code, ~~prior to any development activities~~, including a nonrefundable fee of $75 in addition to the development application fee to defray the costs of ensuring compliance with this article. ~~and~~ The application may include, but need not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question, existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) Elevation datum in NGVD or NAVD of the proposed lowest floor (including basement) of all structures.~~, including substantial improvement, shall be verified prior to the start of construction by a form board survey, elevation certificate (for elevated buildings), or lowest floor survey (prior to additional framing for non slab-on-grade buildings);~~

(2) Elevation datum in NGVD or NAVD to which any nonresidential structure will be floodproofed;

(3) Elevation datum in NGVD or NAVD of the bottom of the lowest horizontal structural member of the lowest floor;

(~~3~~4) A certificate from a ~~registered~~ licensed professional engineer or architect that the nonresidential floodproofed structure meets the floodproofing criteria in this article; and

(~~4~~5) A description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

(b) *Construction stage.* ~~(5)~~ Within 21 days of the placement of the lowest floor, or flood-proofing by whatever construction means, or bottom of the lowest horizontal structural member, the permit holder shall submit to the Indian River County building department with a copy to the planning and development department a completed Elevation Certificate, FEMA Form 81-31, as amended, that certifies the as-built elevation of the lowest floor or flood-proofed elevation, or elevation of the bottom of the lowest horizontal structural member of the lowest floor, whichever is applicable, using elevation datum in NGVD or NAVD. Said certification shall be prepared by or under the direct supervision of a licensed land surveyor or licensed professional engineer and certified by the same. ~~A flood elevation or floodproofing certification after the lowest floor is complete. In instances where the structure is subject to the regulations applicable to coastal high hazard areas, a certification shall be issued after placement of the horizontal structure members of the lowest floor. Within 21 calendar days of establishment of the lowest floor elevation, floodproofing by whatever construction means, or upon placement of the horizontal structural members of the lowest floor, whichever is applicable, it shall be the duty of the permit holder to submit to the City of Vero Beach certification of the elevation of the lowest floor, floodproofed elevation, or the elevation of the lowest portion of the horizontal structural members of the lowest floor, whichever is applicable, as built, using elevation datum in NGVD or NAVD. This certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and so sealed.~~ When floodproofing is used for a particular building, the certification shall be prepared by or under the direct supervision of a licensed professional engineer or architect and so sealed. Any work done ~~within the 21-day calendar period and~~ prior to submission of the certification shall be at the permit holder's risk. The city manager shall review the flood elevation survey data submitted. Deficiencies detected by such review shall be corrected by the permit holder prior to further progressive work on the project. Failure to submit the survey or failure to make required corrections shall be cause to issue a stop work order for the project.

(c) *Project completion stage.* Upon completion of the building construction and prior to the issuance of a certificate of occupancy, the permit holder shall submit to the planning and development department a completed Elevation Certificate, FEMA Form 81-31, as amended, that certifies the as-built building elevation datum in NGVD or NAVD. Said certification shall be prepared by or under the direct supervision of a licensed land surveyor or licensed engineer and certified by the same. If floodproofing is used, a Floodproofing Certificate pursuant to section 73.13 (b) shall be also provided. The city manager shall review the elevation survey data in the submitted Elevation Certificate and Floodproofing Certificate. If the completed project is found compliant with the provisions of this article, the city manager shall issue a certificate of floodplain compliance. If found noncompliant with this article, the city manager shall issue a written finding of non-compliance to the permit holder that identifies the specific deficient items

that require correction. A certificate of occupancy for the building shall not be issued without a certificate of floodplain compliance.

Sec. 73.10. Duties and powers of city manager.

The city manager shall have the duty and power to:

(1) Review all development orders and building permits to ensure that the requirements of this article have been satisfied;

(2) Notify adjacent communities and the department of community affairs prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the FEMA;

(3) Ensure that maintenance is provided within the altered or relocated portion of the watercourse so that the flood-carrying capacity is not diminished;

(4) Verify and record the actual elevation (NGVD or NAVD) of the lowest floor (including basement) of all new or substantially improved structures;

(5) Verify and record the actual elevation (NGVD or NAVD) to which the new or substantially improved structures have been floodproofed;

(6) ~~In coastal high hazard areas,~~ ~~o~~Obtain certification from a ~~registered~~ licensed professional engineer or architect that the structure is securely anchored to adequately anchored pilings or columns in order to withstand high velocity floodwaters and hurricane wave wash in coastal high hazard areas;

(7) ~~In coastal high hazard areas, to~~ ~~r~~Review plans for the adequate breakaway walls in coastal high hazard areas;

(8) ~~When floodproofing is utilized for a particular structure, to~~ ~~o~~Obtain certification from a ~~registered~~ licensed professional engineer or architect that all requirements of this chapter have been met when floodproofing is utilized for a particular structure;

(9) ~~To~~ ~~m~~Make any necessary interpretation as to the exact location of the boundaries of the area of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions); the person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided below; and

(10) ~~When base flood elevation data has not been provided, to~~ ~~o~~Obtain, review, and reasonably use any base flood elevation data available from a federal, state, or other source when base flood elevation data has not been provided, in order to administer the provisions of this article.

Sec. 73.11 Variance procedures.

The following procedures shall apply to variances:

(1) The board of adjustment shall hear and decide requests for variances from the requirements of this article.

(2) Applications and procedures for variance requests shall be in accordance with section 66.01 of this Code.

(3) Variances may be issued for the reconstruction, rehabilitation, or restoration of historic structures meeting the definition in this article, upon receipt of written determination from the state historic preservation office or state-certified local historic preservation commission that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure. ~~listed on the National Register of Historic Places of the state inventory of historic places only upon receipt of written documentation from the state historic preservation board or historic preservation commission that the proposed reconstruction, rehabilitation, or restoration will not preclude the structure's continued designation as a historic structure.~~ Any variance must be the minimum necessary to preserve the historic character and designation of the structure.

(4) In passing upon applications, the board of adjustment shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this article, and the following additional factors:

a. The danger that materials may be swept onto other lands to the injury of others;

b. The danger of life and property due to flooding or erosion damage;

c. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

d. The importance of the services provided by the proposed facility to the community;

e. The necessity to the facility of a waterfront location, where applicable;

f. The availability of alternative locations not subject to flooding or erosion damage;

g. The compatibility of the proposed use with existing and anticipated development;

h. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

i. The safety of access to the property in times of flood for ordinary and emergency vehicles;

j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

k. The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical systems, water systems, and streets and bridges.

(5) Upon consideration of the factors listed above and the purposes of this article, the board of adjustment may attach such conditions to the granting of variances as it deems necessary to further the purposes of this article.

(6) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge will result.

(7) Conditions for variances shall be as follows:

a. Variances shall be issued only upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

b. Variances shall be issued only upon showing of good and sufficient cause, a determination that failure to grant the variance would result in exceptional hardship to the applicant, and a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, creation of a nuisance, fraud on, or victimization of the public, or a conflict with existing local laws or ordinances.

c. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the structure is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

d. The city manager shall maintain the records of all appeal actions and report any variances to the FEMA upon request.

Sec. 73.12. General standards in areas of special flood hazards.

The following general standards shall apply in areas of special flood hazards:

(~~a~~1) All new construction and all substantial improvements to existing structures shall be anchored to prevent flotation, collapse, or lateral movement of the structure or improvements.

(2) All new manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not to be limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(~~b~~3) All new construction and all substantial improvements shall be constructed with materials resistant to flood damage.

(~~c~~4) All new construction and all substantial improvements shall be constructed by methods and practices that minimize flood damage.

(~~d~~5) All new or replacement water supply systems shall be designed to eliminate infiltration of floodwaters into the system.

(~~e~~6) New or replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into floodwaters.

(~~f~~7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(~~g~~8) Any alteration, repair, reconstruction, or improvements to a structure which is in compliance with the provisions of this article shall meet the requirements of "new construction" as contained in this article.

(~~h~~9) All electrical, heating, ventilation, plumbing fixtures, and air conditioning equipment and other services facilities shall be elevated above base flood elevation to prevent water from entering or accumulating within the components.

(10) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards of new construction.

Sec. 73.13. Specific standards for Zones AE, A1-30, and AH ~~where the required base flood elevation data has been provided~~.

(a) *Residential construction.* New construction or substantial improvement of any residential structure, including manufactured homes, shall have the lowest floor, together with all mechanical and electrical equipment, and including any basement and/or ductwork installed below the lowest floor, elevated to or above base flood elevation, 18 inches above the crown of the nearest adjoining improved street or streets or no less than five feet above mean sea level,

whichever is the higher elevation. No area below the lowest floor shall be used in any way for human habitation or finished living space. ~~Nonsubstantial improvements or improvements to existing structures not located within a special flood hazard area shall have the lowest floor constructed to an elevation no lower than the lowest floor of the structure being improved. If this lowest floor elevation is below that otherwise established herein, then steps shall be taken to minimize damage from flooding and the owner is hereby advised.~~

(b) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial, or other nonresidential building (including manufactured home) shall have the lowest floor, together with all mechanical and electrical equipment, and including any basement and/or ductwork installed below the lowest floor, elevated to or above base flood elevation, 18 inches above the crown of the nearest adjoining improved street, or five feet above mean sea level, whichever is the higher elevation. Buildings located in all A-zones may be floodproofed to an elevation of one foot above the required lowest floor elevation noted above in lieu of being elevated. Floodproofing requires that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and structural components have the capability of resisting hydrodynamic loads and effect of buoyancy associated with the base flood. A licensed professional engineer or architect shall certify the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the official as set forth in section 73.10, using the FEMA Floodproofing Certificate, FEMA Form 81-65, as amended. ~~Nonsubstantial improvements or improvements to existing structures not located within a special flood hazard area shall have the lowest floor constructed to an elevation no lower than the lowest floor of the structure being improved. If this lowest floor elevation is below that otherwise established herein, then steps shall be taken to minimize damage from flooding and the owner is hereby advised.~~

(c) ~~*Elevated buildings*~~ *Enclosures below the lowest floor*. Notwithstanding any other language in this article to the contrary, new construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below flood elevation shall be designed to allow for entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. ~~Fully enclosed areas below base flood elevation are limited to parking, building access, and limited storage incidental to use of the building. Designs for complying with this requirement must be certified by a professional engineer or architect or meet the following minimum criteria:~~

~~(1) Provide a minimum of two openings having a total net area of not less than one square inch for every space foot of enclosed area subject to flooding;~~

~~(2) The bottom of all openings shall be no higher than one foot above grade; and~~

~~(3) Openings may be equipped with screens, louvers, valves or other coverings, or devices provided they permit the automatic flow of floodwaters in both directions.~~

(1) Designs for complying with this requirement must be certified by a licensed professional engineer or architect or meet the following minimum criteria:

~~(1)~~a. Provide a minimum of two openings having a total net area of not less than one square inch for every space foot of enclosed area subject to flooding;

~~(2)~~b. The bottom of all openings shall be no higher than one foot above grade; and

~~(3)~~c. Openings may be equipped with screens, louvers, valves or other coverings, or devices provided they permit the automatic flow of floodwaters in both directions.

(2) Fully enclosed areas below base flood elevation are limited to parking, building access, and limited storage incidental to use of the building. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

(d) *Manufactured homes and recreational vehicles.*

(1) All manufactured homes that are placed, or substantially improved within Zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as the result of a flood, that lowest floor be elevated on the permanent foundation to no lower than the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(2) All manufactured homes to be placed, or substantially improved in an existing manufactured home park or subdivision that are not subject to the provisions of subparagraph (d)(1) of this section, must be elevated so that either:

a. The lowest floor of the manufactured home is elevated to no lower than one foot above the base flood elevation, or

b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength that are no less than 36 inches in height above the grade and securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

(3) All recreational vehicles must either:

a. Be on the site for fewer than 180 consecutive days,

b. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site

only by quick disconnect type utilities and security devices and has no permanently attached additions), or

c. Meet all the requirements for new construction, including anchoring and elevation standards in accordance with Article 1, Section 73.13 (e) (1) and (2).

(e) *No street surface abutting the proposed construction.* Where a finished street surface does not exist abutting proposed construction, the building official shall obtain from the city engineer a projected grade for the finished surface of the street in question in order that a correct construction grade can be established and the elevation of such construction abutting upon such street shall conform to the grade so established.

Sec. 73.14. Coastal high hazard areas (~~V~~ Zones V1-30, VE, or V with base flood elevation).

Located within the areas of special flood hazard are areas designated as coastal high hazard areas. These areas have special flood hazards associated with wave wash; therefore, the following provisions shall apply:

(1) All buildings or structures shall be located a minimum of ~~25~~ 50 feet landward of the reach of the mean high tide.

(2) All new construction and substantial improvements must be elevated on pilings and columns subject to the following conditions:

a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings and columns) and electrical equipment, heating equipment, ventilation equipment, plumbing equipment, air conditioning equipment and other service facilities, including ductwork, are elevated no lower than 18 inches above the base flood elevation. For all structures located seaward of the Coastal Construction Line, the bottom of the lowest horizontal structural member of the lowest floor shall be elevated to base flood elevation established by the Florida Department of Environmental Protection or the base flood elevation plus 18 inches, whichever is higher.

b. The pile or column foundation and structure attached thereto must be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

c. A ~~registered~~ licensed professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of a. and b. above.

(3) All new construction and substantial improvements shall have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood latticework, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purposes of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot if required by state regulations may be permitted only if a ~~registered~~ licensed professional engineer or architect certifies that the designs proposed meet the following conditions:

a. Breakaway wall collapse shall result from a water load less than that which would occur during the base flood, and;

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval). Such enclosed space shall be useable solely for parking of vehicles, building access, or storage.

(4) There shall be no fill used as structural support.

(5) Nonstructural fill shall not be placed in a V zone except with a hydrological analysis prepared and certified by a ~~registered~~ licensed professional engineer.

(6) Beach dune type fill may be placed beneath the structure provided that the fill would not enhance erosion on neighboring property and is designed to be compatible with surrounding topography and does not result in lateral forces for which the foundation has not been designed.

(7) There shall be no alteration of sand dunes or mangrove stands.

(8) Placement of ~~mobile homes~~ manufactured homes or recreational vehicles is prohibited, except in an existing mobile home park or existing home subdivision.

(9) No enclosure below ~~base flood elevation~~ the lowest floor shall be constructed with finishing materials. ~~or equipped for such uses as a kitchen, dining room, family room, recreation room, office, bedroom, bathroom, wine cellar and workshop. The area enclosed below the base flood elevation shall be used only for parking of vehicles, building access, and limited storage.~~

(10) Fully enclosed areas below the lowest floor are limited to parking, building access, and limited storage incidental to use of the building. Access to the enclosed area shall

be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator). The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

Sec. 73.15. Standards for areas of shallow flooding (AO Zones).

Located within the areas of special flood hazard are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply:

(1) All new construction and substantial improvements to existing residential structures shall have the lowest floor, including basement, elevated to the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade.

(2) All new construction and substantial improvements to existing nonresidential structures shall:

a. Have the lowest floor, including basement, elevated to the depth number specified on the flood insurance rate map, in feet, above the highest adjacent grade. If no depth number is specified, the lowest floor, including basement, shall be elevated at least two feet above the highest adjacent grade; or

b. Together with attendant utility and sanitary facilities be completely floodproofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

(4) Fully enclosed areas below the lowest floor that are subject to flooding shall meet the non-elevation design requirements of section 73.13 (c).

Sec. 73.16. Standards for subdivision and other development proposals.

The following are standards for subdivision and other development proposals, including manufactured home parks or subdivisions, in addition to other standards and requirements of this Code:

(1) All ~~subdivision~~ proposals shall be consistent with the need to minimize flood damage.

(2) All ~~subdivision~~ proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.

(3) All ~~subdivision~~ proposals shall have adequate drainage provided to reduce exposure to flood hazards.

~~(4) Base flood elevation data shall be provided for subdivision proposals~~.

Sec. 73.17. Standards for small streams.

Structures located within the areas of special flood hazard where small streams exist, but where no base flood data has been provided, or where no floodways have been provided, shall be subject to the following provisions:

(1) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of bank or 20 feet on each side from top of bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

(2) New construction or substantial improvements of structures shall be elevated or floodproofed in accordance with elevations established in this article.

Sec. 73.18. Federal standards incorporated.

Notwithstanding any requirement of this article to the contrary, the floodplain management standards of the National Flood Insurance Program (NFIP) regulations are incorporated by reference in this article.

Sec. 73.19. Appeals.

(a) *Appeals of city manager's decisions*. The applicant or any person aggrieved by the city manager's decision may appeal the decision within ten days of the decision to the city council pursuant to the procedures and standards for appeals of major site plans in section 64.08 of this Code.

(b) *Appeals of variances*. Appeals of variance decisions by the board of adjustment shall be in accordance with section 66.05 of this Code.

Section 2. Conflict and Severability.

In the event any provision of this ordinance conflicts with any other provision of this Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this article is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article,

which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3. Effective Date.

This ordinance shall become effective upon final adoption by the City Council.

****

This Ordinance was read for the first time on the _____day of _____, 2010, and was advertised in the Indian River Press Journal on the ____ day of _____, 2010, as being scheduled for a public hearing to be held on the _____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

☐ **Yes** ☐ **No**

☐ **Yes** ☐ **No**

☐ **Yes** ☐ **No**

☐ **Yes** ☐ **No**

☐ **Yes** ☐ **No**

ATTEST:

Tammy K. Vock
City Clerk

Approved as to form and legal sufficiency:

Charles P. Vitunac
City Attorney

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

CITY OF VERO BEACH, FLORIDA

Mayor

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

5-B)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: November 5, 2010

SUBJECT: **First Reading on OrdinanceAdopting Text Amendments to the Land Use, Traffic Circulation and Capital Improvements Elements of the Vero Beach Comprehensive Plan (#C10-000002-TXT)**

Overview

The Planning and Development Department is requesting that the attached draft ordinance be placed on the City Council's agenda for First Reading. This ordinance adopts amendments to the Comprehensive Plan regarding Level of Service revisions to A1A north of SR 60 that were approved by the City Council on August 17, 2010, for transmittal to the Florida Department of Community Affairs (DCA). The proposed ordinance is a revision of the draft adoption ordinance transmitted to DCA as discussed below in the background.

[As new City Councilmembers may be unfamiliar with the proposed amendments, backup staff reports on the amendments are attached.]

Background

The City has received the attached DCA's Objections, Review Comments (ORC) report on proposed amendments approved by the City Council for transmittal to that agency for review. The City has 60 days to adopt the proposed amendments, adopt with changes, or determine that it will not adopt the proposed amendments.

The following is the recommended response to the DCA ORC report:

DCA Objection. The DCA ORC report identified only one objection, which had to do with proposed new Policy 3.9 of the Traffic Circulation Element regarding the location of multimodal transportation facilities in the downtown. The report found that meaningful and predictable standards for use and development of land for use and development of land and to provide meaningful guidelines for the content of more detailed land development regulations are needed.

The concerns raised by DCA have merit; however, due to the need to adopt proposed plan amendments before the end of this calendar year (to avoid losing an amendment cycle next year), the staff recommends dropping the proposed policy at this time and address it during the

preparation of the City's Evaluation Appraisal Report-based amendments where it can be evaluated in a more thorough and comprehensive manner along with other transportation and land use strategies to promote mobility.

Therefore, Exhibit A of the ordinance has been revised by deleting Policy 3.9. Proposed new Policy 3.10 has been renumbered as Policy 3.9.

Comments. The City is not required to respond to comments in a DCA ORC report, only objections; however, the staff would like to comment on Comment 1 as it is based on somewhat misleading and inaccurate statements contained in the FDOT review comments.

27th Avenue is under the County's jurisdiction, not the City of Vero Beach's. The County has adopted a capital improvement program for improving this facility. The City adopted the revised LOS for this road segment in a previous plan amendment based on the Level of Service adopted by Indian River County in its Comprehensive Plan. The proposed amendment in Exhibit A for 27th Avenue is intended only to correct an omission in the City's previous plan amendment that failed to include the change in Level of Service in the Traffic Circulation Element.

A1A is a State facility. It has not been identified for any improvements in the Indian River County Metropolitan Planning Organization's (MPO) current Long Range Transportation Plans, or Transportation Improvements Program or in that agency's draft Long Range Transportation Plan. The proposed Level of Service revision was coordinated with the Indian River County Community Development Department and Indian River County MPO. As cited in the City's Comprehensive Plan and a study conducted by FDOT in the 1990's, this segment of A1A is constrained (see staff report) for various reasons making typical highway capacity improvements environmentally, financially, and politically undesirable.

Recommendation

The staff recommends that the draft ordinance be placed on the City Council agenda for First Reading.

TJM/tf
Attachments

ORDINANCE NO. 2010 – ____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE TEXT OF THE LAND USE, TRAFFIC CIRCULATION ELEMENT AND CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF VERO BEACH COMPREHENSIVE PLAN BY CREATING A POLICY TO ENSOURCE THE LOCATION OF AN AMTRAK PASSENGER RAIL STATION IN THE DOWNTOWN; REVISING THE LEVEL OF SERVICE STANDARD FOR A1A NORTH OF STATE ROUTE 60 (BEACHLAND BOULEVARD); CORRECTING OMISSIONS; AND CLARIFYING LANGUAGE DESCRIBING ROADWAY LEVEL OF SERVICE STANDARDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, Sections 163.3184, 163.3187 and 163.3189 Florida Statutes and Chapter 9J-5 Florida Administrative Code provides authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendments request on June 17, 2010, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation that the City Council adopt the comprehensive plan amendments listed in Exhibits A and B of the initial draft adoption ordinance and transmit same to the Florida Department of Community Affairs; and

WHEREAS, the Vero Beach City Council held a Transmittal Public Hearing on August 17, 2010, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council approved the transmittal of the comprehensive plan amendment to the Florida Department of Community Affairs for review; and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment; and

WHEREAS, the Florida Department of Community Affairs received the Comprehensive Plan Amendment on September 1, 2010, pursuant to F.S. 163.3184(4); and

WHEREAS, the Florida Department of Community Affairs reported a finding of one objection with the proposed new Policy 3.9 of the Traffic Circulation Element regarding amendments to the Land Development Regulations for the location of multi-modal facilities, following review of the proposed Comprehensive Plan amendment and documented the same in correspondence dated October 29, 2010; and

WHEREAS, the Planning and Development Department staff has prepared this ordinance deleting the proposed amendment regarding the creation of the above new policy so that the policy considerations regarding multi-modal facilities may be more comprehensively addressed during the preparation of the upcoming Evaluation Appraisal Report-based amendments to the Comprehensive Plan;

WHEREAS, the Vero Beach City Council held a Comprehensive Plan Amendment Adoption Public Hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b);

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VERO BEACH, FLORIDA, THAT:

Section 1. Comprehensive Plan Amendment Adoption and Transmittal

The amendments to the Vero Beach Comprehensive Plan identified in Section 2 are hereby adopted, and three (3) copies are to be transmitted to the State of Florida Department of Community Affairs and one (1) copy each is to be transmitted to the Treasure Coast Regional Planning Council and Indian River County.

Section 2. Amendments to the Comprehensive Plan

The amendments to the Vero Beach Comprehensive Plan include the following: 1) a revision to Policy 1.9, Land Use Element, and new Policy 3.9, Traffic Circulation Element, supporting the location of multimodal transportation facilities and the Amtrak Passenger Rail Station in downtown Vero Beach, attached as Exhibit A; and 2) a revision to Policy 1.1, Traffic Circulation Element, and Table 9.1, Level of Service Standards (LOS) for Facilities, Capital Improvements Element, revising the Level of Service for A1A north of State Road 60 (Beachland Boulevard), correcting an omission in an earlier text amendment regarding Level of Service for 27th Avenue, and clarifying text describing the Level of Service standards for roadways.

Section 3. Authorization to Transmit Plan Amendments

The City Planning and Development Director is directed to transmit a certified copy hereof to the authorities designated under Section 163.3184(3) Florida Statutes, and proceed herewith in accordance with the provisions of Chapter 163, Part II, Florida Statutes.

Section 4. Repeal of Conflicting Provisions

All previous ordinances, resolutions, or motions of the Vero Beach City Council, which conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

Section 5. Effective Date

The effective date of this ordinance and, therefore, these plan amendments shall be the date a final order is issued by the Florida Department of Community Affairs or Administration Commission finding the amendments in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier.

This Ordinance was read for the first time on the _____day of _____, 2010, and was advertised in the Press Journal on the ____ day of _____, 2010, as being scheduled for a public hearing to be held on the ____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Mayor	☐ **Yes**	☐ **No**
Vice Mayor	☐ **Yes**	☐ **No**
Councilmember	☐ **Yes**	☐ **No**
Councilmember	☐ **Yes**	☐ **No**
Councilmember	☐ **Yes**	☐ **No**

ATTEST:

Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

Mayor

Approved as to form and legal sufficiency:

Charles P. Vitunac
City Attorney

Approved as conforming to municipal policy:

Monte K. Falls, PE
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

EXHIBIT A
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.9 of the Land Use Element under Objective 1 (Land Uses) is hereby amended as follows:

   1.9 The Mixed Use (MX) land use designation shall be applied to those areas that are suitable for urban scale development and intensities. Those areas shall be limited to lands near arterial or collector streets with adequate public facilities, access to multi-modal transportation alternatives, existing mixed use central locations, including the central core of the city and the downtown area. This land use category shall allow a mixture of residential and commercial uses, which may be located in the same building. Additional allowed uses include park and recreation uses, public facilities, institutional uses, schools, cultural and civic uses, utilities, professional office uses, and tourist-oriented facilities.

2. The Traffic Circulation Element is hereby amended by creating a new Policy 3.9 under Objective 3 (Multi-modal Transportation System) that reads as follows:

   3.9 The City shall support efforts to locate an Amtrak passenger rail station in downtown Vero Beach in conjunction with resumed passenger rail service in the Florida East Coast Corridor to increase mobility and enhance opportunities for transit oriented development.

EXHIBIT B
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.1 of the Traffic Circulation Element is hereby revised as follows:

"1.1 The operating level of service standards for roadways shall be ~~as herein established:~~ Level of Service "D" (Peak Hour/Peak Season/Peak Direction) or better on all arterial and collector roadways and Level of Service "E" (Peak Hour/Peak Season/Peak Direction) or better for all other ~~local~~ roadways, except for the following:

- 27th Avenue from South City Limits to State Route 60 –"E" plus 20%.
- A1A from State Route 60 to North City Limits – "D" plus 30%.

2. Under the "Roads" category in Table 9.1, Level of Service Standards (LOS) for Facilities, City of Vero Beach, of the Capital Improvements Element is hereby revised as follows:

"Roads

~~Principal~~ Arterials and Collectors*	Level of Service D (Peak Hour/Peak Season/Peak Direction)
All Other Roadways	Level of Service E (Peak Hour/Peak Season/Peak Direction)
*Except the following roads:	
• 27th Avenue from South City Limits to State Route 60	Level of Service E (Peak Hour/Peak Season/Peak Direction) plus 20%
• A1A from State Route 60 to North City Limits	Level of Service D (Peak Hour/Peak Season/Peak Direction) plus 30%"

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

CHARLIE CRIST
Governor

THOMAS G. PELHAM
Secretary

October 29, 2010

NOV 2010
City of Vero Beach
Planning Dept.

The Honorable Kevin Sawnick
Mayor, City of Vero Beach
Post Office Box 1389
Vero Beach, Florida 32961-1389

Dear Mayor Sawnick:

The Department of Community Affairs has completed its review of the proposed City of Vero Beach Comprehensive Plan Amendment (DCA Number 10-2), which was received on August 30, 2010. Copies of the proposed amendment have been distributed to the appropriate state, regional, and local agencies for their review, and their comments are enclosed.

The Department has reviewed the Comprehensive Plan Amendment for consistency with Rule 9J-5, Florida Administrative Code, and Chapter 163, Part II, Florida Statutes. The Department has prepared the attached Objections, Recommendations, and Comments Report, which outlines our findings concerning the comprehensive plan amendment. There is one objection regarding the lack of meaningful and predictable standards for the multi-modal facility policy. There are two comments regarding the need for the City to plan for roadway deficiencies and to address the requirements of Section 163.3180(5)(b)1. Florida Statutes, regarding Transportation Concurrency Exception Areas in cities designated as Dense Urban Land Areas.

My staff and I are available to assist the City in addressing the issues identified in our report. If you have any questions, please contact Laura Regalado, Planning Analyst, at (850) 921-3762.

Sincerely,

Mike McDaniel

Mike McDaniel, Chief
Office of Comprehensive Planning

MM/lmr

Enclosures: Objections, Recommendations and Comments Report
Review Agency Comments

cc: Mr. Monte K. Falls, Interim City Manager, City of Vero Beach
Mr. Timothy J. McGarry, AICP, Planning and Development Director, City of Vero Beach
Mr. Michael J. Busha, AICP, Executive Director, Treasure Coast Regional Planning Council

2555 SHUMARD OAK BOULEVARD ♦ TALLAHASSEE, FL 32399-2100
850-488-8466 (p) ♦ 850-921-0781 (f) ♦ Website: www.dca.state.fl.us
♦ COMMUNITY PLANNING 850-488-2356 (p) 850-488-3309 (f) ♦ FLORIDA COMMUNITIES TRUST 850-922-2207 (p) 850-921-1747 (f) ♦
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DEPARTMENT OF COMMUNITY AFFAIRS

OBJECTIONS, RECOMMENDATIONS AND COMMENTS

FOR THE

CITY OF VERO BEACH

PROPOSED AMENDMENT 10-2

October 29, 2010
Division of Community Planning

This report is prepared pursuant to Rule 9J-11.010, F.A.C.

INTRODUCTION

The following objections, recommendations and comments are based upon the Department's review of the City of Vero Beach 10-2 proposed amendment to its Comprehensive Plan pursuant to s. 163.3184, Florida Statutes (F.S.).

The objections relate to specific requirements of relevant portions of Chapter 9J-5, Florida Administrative Code (F.A.C.), and Chapter 163, Part II, F.S. Each objection includes a recommendation of one approach that might be taken to address the cited objection. Other approaches may be more suitable in specific situations. Some of these objections may have initially been raised by one or more of the other external review agencies. If there is a difference between the Department's objection and the external agency advisory objection or comment, the Department's objection would take precedence.

Each of these objections must be addressed by the City and corrected when the amendment is resubmitted for our compliance review. Objections that are not addressed may result in a determination that the amendment is not in compliance. The Department may have raised an objection regarding missing data and analysis items, which the local government considers not applicable to its amendment. If that is the case, a statement justifying its non-applicability pursuant to Rule 9J-5.002(2), F.A.C., must be submitted. The Department will make a determination on the non-applicability of the requirement, and if the justification is sufficient, the objection will be considered addressed.

The comments that follow the objections and recommendations section are advisory in nature. Comments will not form the basis of a determination of non-compliance. They are included to call attention to items raised by our reviewers. The comments can be substantive, concerning planning principles, methodology or logic, as well as editorial in nature dealing with grammar, organization, mapping, and reader comprehension.

Appended at the end of the Department's ORC Report are the comment letters from the other state review agencies and other agencies, organizations and individuals. These comments are advisory to the Department and may not form the basis of Departmental objections unless they appear under the "Objections" heading in this report.

TRANSMITTAL PROCEDURES

Upon receipt of this letter, the City of Vero Beach has 60 days in which to adopt, adopt with changes, or determine that the City will not adopt the proposed amendment. The process for adoption of local government comprehensive plan amendments is outlined in s. 163.3184, F. S., and Rule 9J-11.011, F.A.C. The City must ensure that all ordinances adopting comprehensive plan amendments are consistent with the provisions of Chapter 163.3189(2)(a), F.S.

Within ten working days of the date of adoption, the City must submit the following to the Department:

Three copies of the adopted comprehensive plan amendments;

A listing of additional changes not previously reviewed;

A listing of findings by the local governing body, if any, which were not included in the ordinance; and

A statement indicating the relationship of the additional changes to the Department's Objections, Recommendations and Comments Report.

The above amendment and documentation are required for the Department to conduct a compliance review, make a compliance determination and issue the appropriate notice of intent.

In order to expedite the regional planning council's review of the amendments, and pursuant to Rule 9J-11.011(5), F.A.C., please provide a copy of the adopted amendment directly to the Executive Director of the Treasure Coast Regional Planning Council.

Please be advised that Section 163.3184(8)(c), F.S., requires the Department to provide a courtesy information statement regarding the Department's Notice of Intent to citizens who furnish their names and addresses at the local government's plan amendment transmittal (proposed) or adoption hearings. In order to provide this courtesy information statement, local governments are required by law to furnish the names and addresses of the citizens requesting this information to the Department. **Please provide these required names and addresses to the Department when you transmit your adopted amendment package for compliance review. In the event there are no citizens requesting this information, please inform us of this as well.** For efficiency, we encourage that the information sheet be provided in electronic format.

OBJECTIONS, RECOMMENDATIONS AND COMMENTS REPORT

CITY OF VERO BEACH

PROPOSED COMPREHENSIVE PLAN AMENDMENT 10-2

I. Consistency with Chapter 163, F.S., and Rule 9J-5, F.A.C.

The City of Vero Beach proposed comprehensive plan amendment consists of text amendments to the Future Land Use, Traffic Circulation, and Capital Improvements Elements of the Comprehensive Plan. The Department has identified the following objection and comments to the proposed comprehensive plan amendment:

Objection 1: Policy 3.9 of the Traffic Circulation Element defers to the Land Development Regulations rather than establish meaningful and predictable standards for the use and development of land and to provide meaningful guidelines for the content of more detailed land development regulations.

Authority: Sections 163.3177 (1), (6)(a) and (j), F.S.; and Rules 9J-5.003(90); 9J-5.005(6); and 9J-5.019(4)(b)1. and 4., and (4)(c)1, 3, 5, 6, 9, and 11, F.A.C.

Recommendation: Revise Policy 3.9 or include a new policy to establish meaningful and predictable standards to authorize the location of bus, rail, and other inter- and multi-modal facilities within areas of the City zoned Downtown District (DTW). The policy needs to establish meaningful guidelines to provide the basis for locating such facilities in the Downtown District in the comprehensive plan rather than deferring these guidelines to the Land Development Regulations.

II. Comments

Comment 1: The Treasure Coast Transportation Council (TCTC) was created in 2006 to carry out regional initiatives by the three metropolitan/transportation planning organizations designated for the Port St. Lucie Urbanized area and the Vero Beach – Sebastian urbanized area. The TCTC identified regionally significant transportation facilities in addition to Strategic Intermodal System facilities. 27th Avenue/SR 607 and SR A1A have been identified as regionally significant. The City should identify and actively plan for short- and long-term improvements to address level of service deficiencies on these regional roadways within the City. The City should include transportation improvements relating to these roadways in its Capital Improvements Plan. The City should enhance policies in its Intergovernmental Coordination Element to coordinate these improvements with St. Lucie County.

Comment 2: Section 163.3180(5)(b)1., F.S. designates Transportation Concurrency Exception Areas (TCEA) in local governments qualifying as a Dense Urban Land Area (DULA). The City of Vero Beach is designated a DULA under Florida Statute 163.3180(5)(b)1.a. Therefore, the TCEA designation applies to the City. The City has not addressed the City's designation as a DULA and TCEA. The City must adopt into its local comprehensive plan, by July 1, 2011, policies to

implement land use and transportation strategies to support and fund mobility within the exception area, including alternative modes of transportation. The land use and transportation strategies should be based on an assessment of existing conditions and what will be needed to achieve the multi-modal alternatives and land use patterns the City wants in the TCEA. A plan to achieve the land use patterns and multi-modal outcomes should be addressed. Land use strategies should focus on creating energy efficient land use patterns, mixed use development, transit supportive densities and intensities, discouragement of urban sprawl, and pedestrian and transit friendly urban design. Transportation strategies can include network connectivity, intermodal connectivity, and connectivity between related land uses. Other transportation strategies that should be considered include transit, pedestrian and bicycle routes, Transportation Demand Management, and parking. Funding strategies should be supported by data and analysis demonstrating that the amount of projected funding is likely to be achieved. Capital improvements that will be constructed by the funding strategies should be included in the Five-Year Capital Improvements Schedule if needed in the next five years, and any improvements needed beyond the first five years should be generally discussed in the Capital Improvements Element.

III. Consistency with Chapter 187, F.S.

The proposed amendment is inconsistent with the following provisions of Chapter 187, F.S., the State Comprehensive Plan:

Section 187.201(19) Transportation Facilities, Policies (b)8, 9, 10, and 15: Promote multi-modes of transportation and provide Florida's citizens and visitors with timely and efficient access to services, jobs, markets, and attractions. (Objection).

Section 187.201(25) Plan Implementation, Policy (b) 7: Ensure that local plans implement and accurately reflect state goals and policies and address problems, issues, and conditions that are of a particular concern in a region. (Objection 1).

By addressing the concerns noted in Section I., these inconsistencies with Chapter 187, Florida Statutes, can be addressed.

St. Johns River
Water Management District
Kirby B. Green III, Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

September 1, 2010

Mr. D. Ray Eubanks
Plan Review and Processing Administrator
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

RE: City of Vero Beach Proposed Comprehensive Plan Amendment
DCA Amendment #10-2

Dear Mr. Eubanks:

St. Johns River Water Management District (District) staff have reviewed the above-referenced proposed comprehensive plan amendment. The amendment consists of text changes to the Land Use, Traffic Circulation, and Capital Improvements elements. District staff review focuses on water supply availability and related water resource issues in an effort to link land use planning and water supply planning. In the review of water supply availability, District staff consider infrastructure, permitted allocation under District-issued consumptive use permit (CUP), and source. District staff have no comment because no substantial water supply availability or related water resource issues were identified.

We appreciate the opportunity to provide comments. If you have any questions, please contact me at (386) 312-2369 or *sfitzgib@sjrwmd.com.*

Sincerely,

Steve Fitzgibbons, AICP
Policy Analyst
Office of Communications and Governmental Affairs

cc: Timothy McGarry, Vero Beach
Michael Busha, Treasure Coast Regional Planning Council
Jim Quinn, Florida Department of Environmental Protection
Kraig McLane, St. Johns River Water Management District
Geoff Sample, St. Johns River Water Management District

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Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

October 1, 2010

Ray Eubanks, Community Program Administrator
Plan Review and DRI Processing Team
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Dear Mr. Eubanks:

SUBJECT: Proposed Comprehensive Plan Amendments ORC Review
Local Government: Vero Beach
DCA Amendment #: 10-2

The Department has reviewed the proposed text amendments to the Future Land Use, Traffic Circulation, and Capital Improvements elements of the comprehensive plan for the City of Vero Beach. The focus of our review was on major transportation issues, particularly impacts to Strategic Intermodal System (SIS) and other regionally significant transportation facilities.

The objection in the attached report relates to the City meeting statutory and rule requirements for the Transportation Element. The concern relates to lowering the level of service standards for two regionally significant transportation facilities without identifying any short- and long-term improvements to address the level of service deficiencies.

Thank you for the opportunity to participate in the review process. If you have any comments or questions about this letter, please contact Andrew Riddle at (954) 777-4605.

Sincerely,

Gerry O'Reilly

Gerry O'Reilly, P.E.
Director of Transportation Development
District Four

GO:ar
cc: Bob Dennis, DCA
Terry Hess, TCRPC
Timothy McGarry, Vero Beach
Robert Keating, Indian River County
Kathleen Neill, FDOT Central Office
Maria Cahill, FDOT Central Office
Nancy Ziegler, FDOT District Four
Lois Bush, FDOT District Four

DISTRICT 4, DEPARTMENT OF TRANSPORTATION
OBJECTIONS, RECOMMENDATIONS & COMMENTS

RESPONSIBLE DIVISION/BUREAU:	Planning and Development
NAME OF LOCAL GOVERNMENT:	Vero Beach
DATE PLAN RECEIVED FROM LOCAL GOVERNMENT:	09/01/10
DATE MEMORANDUM RECEIVED FROM DCA:	09/01/10
REQUIRED RETURN DATE FOR COMMENTS:	10/01/10

GENERAL BACKGROUND INFORMATION

The City of Vero Beach has submitted DCA amendment package 10-1. The package contains text amendments to the Future Land Use, Traffic Circulation, and Capital Improvements elements of the comprehensive plan. The focus of the Department's review was on major transportation issues, particularly impacts to Strategic Intermodal System (SIS) and other regionally significant transportation facilities.

Objection: The City should modify the Traffic Circulation Element to be a Transportation Element. A local government which has all or part of its jurisdiction included within the urban area of a metropolitan planning organization shall prepare and adopt a transportation element consistent with the provisions of 9J-5.019, FAC and Chapter 163, Part II, FS. In particular, 9J-5.0019, FAC requirements for a Transportation Element identify the need for policies to address a "safe, convenient, and energy efficient multimodal transportation system." The City should change the title to be a Transportation Element and enhance the objectives and policies to include pedestrian, bicycle and mass (public) transit activities, including interconnectivity with other municipalities.

Concern: The City is proposing to amend its Traffic Circulation and Capital Improvements elements to change the level of service (LOS) standard for SR A1A (from SR 60 to south City limits) from LOS standard D to LOS standard D plus 30%, and 27th Avenue/SR 607 (from south City limits to SR 60) from LOS standard D to LOS standard E plus 20%.

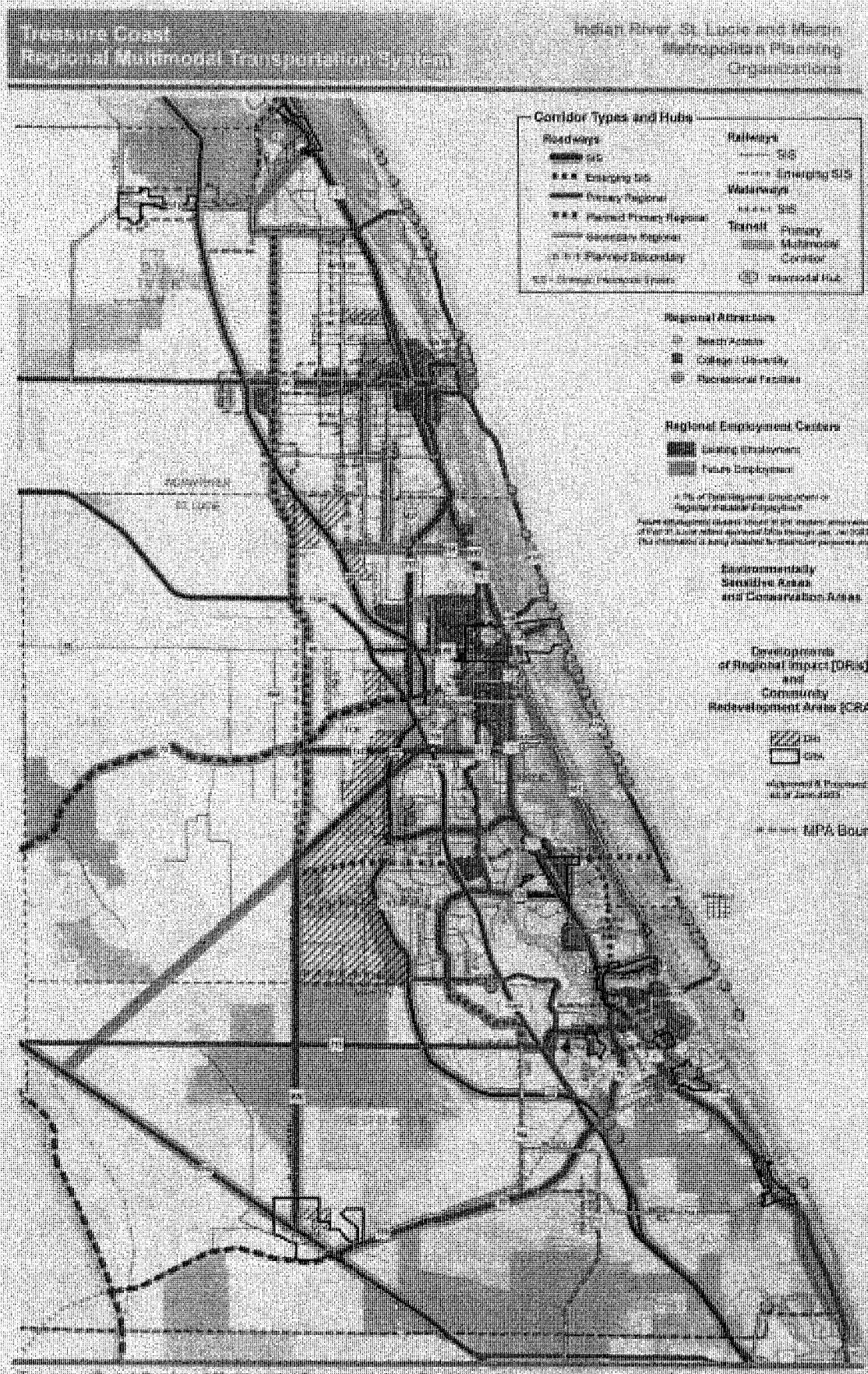
The Treasure Coast Transportation Council (TCTC) was created in 2006, under Florida Statute 334.175, to serve as a formal forum for policy coordination and communication to carry out regional initiatives by the three metropolitan/transportation planning organizations designated for the Port S. Lucie Urbanized Area and the Vero Beach – Sebastian Urbanized Area (Indian River, St. Lucie, Martin). A map showing the regional multimodal transportation network is attached. One of TCTC's first initiatives was to identify regionally significant transportation facilities, in addition to SIS facilities. 27th Avenue/SR 607 and SR A1A are two of these facilities and serve as a major means of travel to, through and from the City. The Department recommends that the City identify and actively plan for short- and long-term improvements to address the LOS deficiencies on these regional roadways. The City should include transportation improvements relating to these roadways in its Capital Improvements Plan. The City should also enhance

policies in its Intergovernmental Coordination Element to coordinate these improvements with St. Lucie County.

Citations for Objection and Concern:

§163.3177(6)(j),FS
§163.3180,FS
§9J-5.005, FAC
§9J-5.006, FAC
§9J-5.019, FAC

REVIEWED BY:	Andrew Riddle, AICP	PHONE:	954-777-4605
REVIEWED BY:	Lois Bush	PHONE:	954-777-4654
REVIEWED BY:	Nancy A. Ziegler	PHONE:	954-777-4490



Treasure Coast Regional Multimodal Transportation System

FLORIDA DEPARTMENT OF STATE
Dawn K. Roberts
Interim Secretary of State
DIVISION OF HISTORICAL RESOURCES

September 24, 2010

Mr. Ray Eubanks
Department of Community Affairs
Bureau of State Planning
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Re: Historic Preservation Review of the Vero Beach 10-2 Comprehensive Plan Amendment (Indian River County)

Dear Mr. Eubanks:

According to this agency's responsibilities under Section 163, *Florida Statutes*, and Chapter 9J-5, *Florida Administrative Code*, we reviewed the above document to determine if data regarding historic resources were given sufficient consideration in the request to amend the Vero Beach Comprehensive Plan.

We reviewed proposed text changes to the Land Use, Traffic Circulation and Capital Improvements Elements of the Vero Beach Comprehensive Plan to consider the potential effects of these actions on historic resources. While our cursory review suggests that the proposed changes may have no adverse effects on historic resources, it is the city's responsibility to ensure that the proposed revisions will not have an adverse effect on significant archaeological or historic resources.

If you have any questions regarding our comments, please feel free to contact Susan M. Harp of the Division's Compliance Review staff at 850.245.6333.

Sincerely,

Laura A. Kammerer

Laura A. Kammerer, Historic Preservationist Supervisor
Compliance Review Section
Bureau of Historic Preservation

pc: Mr. Bob Dennis

500 S. Bronough Street • Tallahassee, FL 32399-0250 • http://www.flheritage.com

☐ **Director's Office** 850.245.6300 • FAX: 245.6436
☐ **Archaeological Research** 850.245.6444 • FAX: 245.6452
✓ **Historic Preservation** 850.245.6333 • FAX: 245.6437

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 5N

From: Staff

Date: September 17, 2010 Council Meeting

Subject: Local Government Comprehensive Plan Review
Draft Amendments to the City of Vero Beach Comprehensive Plan
DCA Reference No. 10-2

Introduction

The Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, *Florida Statutes*, requires that the Treasure Coast Regional Planning Council (TCRPC) review local government comprehensive plan amendments prior to their adoption. Under the provisions of this law, the Department of Community Affairs (DCA) prepares an Objections, Recommendations, and Comments (ORC) Report on a proposed amendment only if requested to do so by the local government, the regional planning council, an affected person, or if an ORC Report is otherwise deemed necessary by the DCA. If an ORC Report is to be prepared, then the TCRPC must provide DCA with its findings of consistency or inconsistency with the Strategic Regional Policy Plan (SRPP), and provide any comments and recommendations for modification on the proposed amendments within 30 days of its receipt.

Background

The City of Vero Beach has proposed text amendments to the Future Land Use, Traffic Circulation and Capital Improvements Elements of the City Comprehensive Plan. The City requested that the DCA carry out a formal review of the amendments.

Evaluation

A. Future Land Use Element

1. Policy 1.9, which establishes the Mixed Use Future Land Use Map designation, is revised to include access to multi-modal transportation alternatives as a condition for designation as Mixed Use. The City indicated this reinforces the principle that downtown and other centrally located Mixed Use areas should have adequate access to multi-modal transportation alternatives.

B. Traffic Circulation Element

1. New Policy 3.9 indicates the City will amend their Land Development Regulations (LDRs) to authorize bus, rail and other inter- and multi-modal facilities within areas zoned as Downtown District. The current LDRs do not permit such facilities.

2. New Policy 3.10 is to support efforts to locate an Amtrak passenger rail station in downtown Vero Beach in conjunction with resumed passenger rail service in the Florida East Coast Corridor to increase mobility and enhance opportunities for transit oriented development. This is consistent with a City resolution passed in 2009 and expresses the City support and commitment for locating a passenger rail station downtown in conjunction with renewed passenger rail service.

3. Policy 1.1 is revised to clarify that adopted Level of Service (LOS) D for all arterial and collector roadways and adopted LOS E for all other roadways are based on "Peak Hour/Peak Season/Peak Direction". Also, new exceptions (see Exhibit 2) to these standards are:

    a. 27th Avenue from the south City limits to State Road 60 (established as LOS E plus 20%). This change had been made during Capital Improvements Element revisions in November of 2009, but was not reflected in the Traffic Circulation Element due to an oversight.
    b. SR A1A from SR 60 to the north City limits (established as LOS D plus 30%). This modification is necessary because actual traffic volumes are often marginally above the LOS D standard and this roadway is considered constrained from additional capacity expansions. SR A1A is the only through road on the barrier island. The area it traverses is essentially "built out"; but the few vacant landowners would be precluded from developing their property without this revision. This revision is considered to be consistent with Policy 1.4 which indicates the City will restrict the widening of roadways where there are physical or environmental constraints. The significant right-of-way costs and socio-economic impacts preclude the widening of this segment of SR A1A.

C. Capital Improvements Element

1. Table 9.1, LOS Standards for Facilities, is to be modified to include the changes made to Policy 1.1 of the Traffic Circulation Element (summarized above).

<u>Extrajurisdictional Impacts</u>

Under the informal agreement facilitated by the TCRPC, local governments in the northern three counties of the region are to provide copies of amendment materials to other local governments that have expressed an interest in receiving such materials. The City provided copies of the amendment materials to Sebastian, Indian River Shores, Fellsmere, Indian River County and the County School District. The TCRPC sent a memorandum to these agencies/local governments on September 2, 2010 seeking comments regarding conflicts with existing plans or programs. As

of the date of the preparation of this report, no comments have been received. No significant detrimental extrajurisdictional impacts are expected as a result of the adoption of these amendments.

Effects on Significant Regional Resources or Facilities

Analysis of the proposed amendments indicates that they would not have adverse effects on significant regional resources or facilities.

Analysis of Consistency with Strategic Regional Policy Plan

The proposed text revisions are considered to be consistent with Regional Goal 7.1 (A balanced and integrated transportation system); Strategy 7.1.1 (Develop a balanced, complete and fully integrated transportation system); Strategy 7.1.3 (Promote improved community planning and urban design); and Strategy 7.1.4 (Encourage public transportation alternatives). The City should consider adopting a policy to promote transit oriented development around the passenger rail station, consistent with SRPP Policies 7.1.2.3 and 7.1.2.4.

Consistency with Strategic Regional Policy Plan

The contract agreement with the DCA requires the TCRPC to include a determination of consistency with the SRPP as part of the written report to be submitted to the DCA. The TCRPC finds the proposed amendments to be CONSISTENT with the SRPP.

Recommendation

The Treasure Coast Regional Planning Council should adopt the above comments and instruct staff to transmit the report to the Department of Community Affairs.

Attachments

List of Exhibits

Exhibit

1 General Location Map
2 Level of Service Exception Map

Exhibit 1
General Location Map
City of Vero Beach

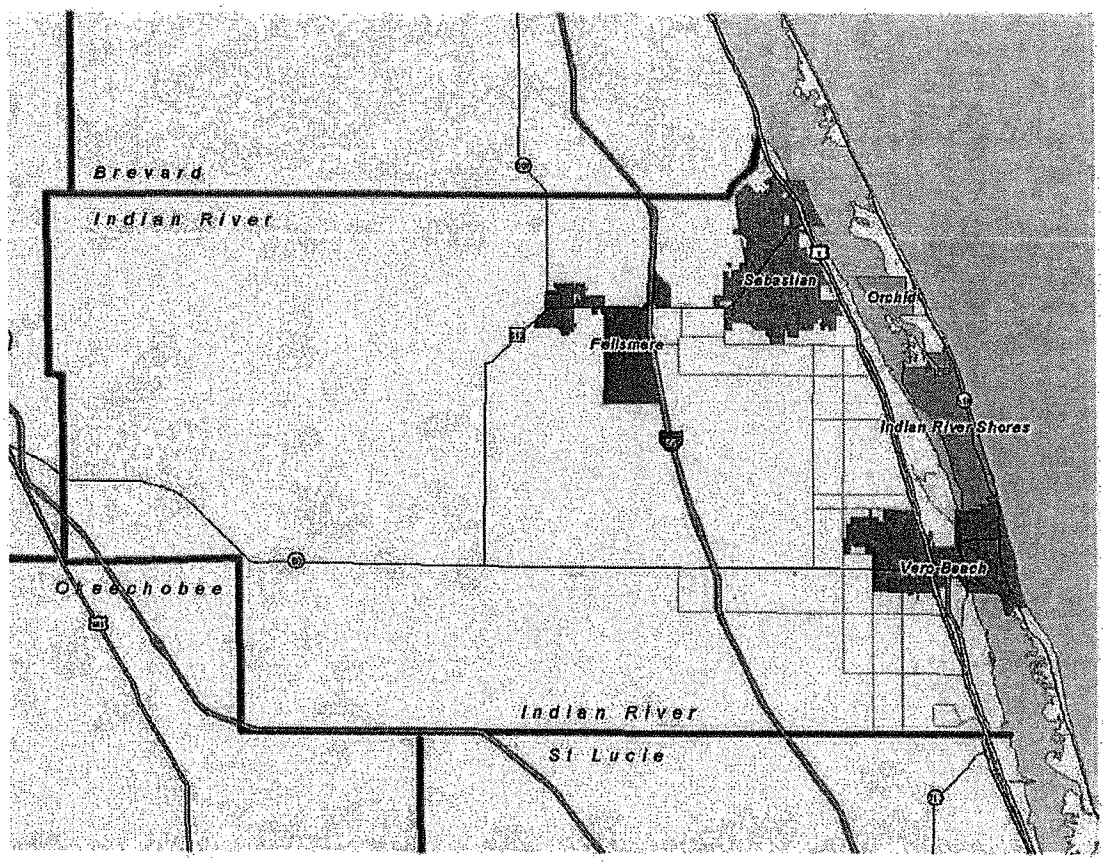
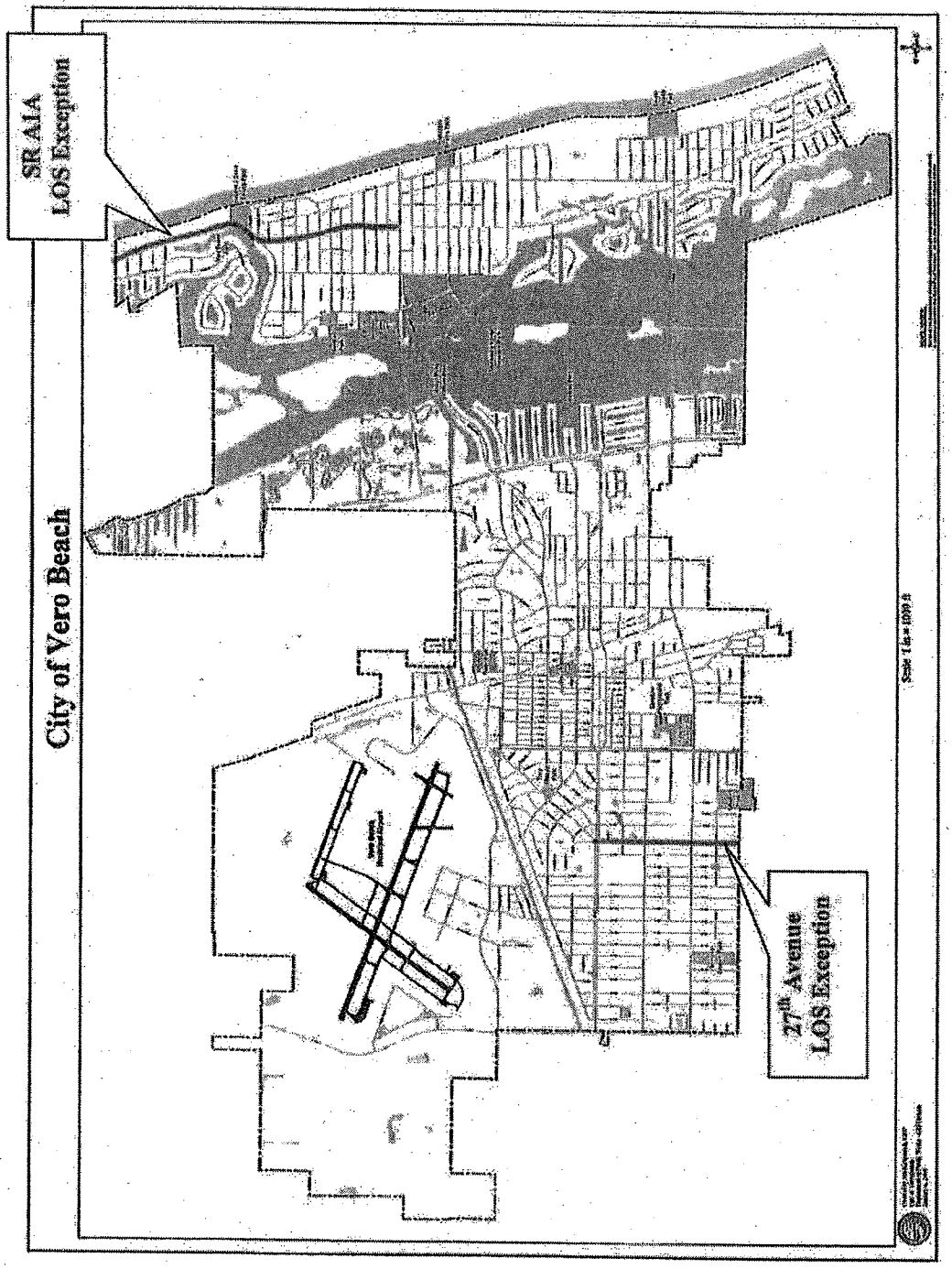


Exhibit 2
Level of Service Exception Map



Staff Reports

DEPARTMENTAL CORRESPONDENCE

TO: Chairman Dennis J. Ryan and Planning and Zoning Board Members

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 26, 2010

SUBJECT: **Public Hearing on Proposed Text Amendments to the Land Use and Traffic Circulation Elements of the Comprehensive Plan Related to Supporting Amtrak Passenger Rail Station Facilities #C10-000003-CLP-TXT**

Overview

The Planning and Development staff proposes the following amendments to the City of Vero Beach Comprehensive Plan (attached as Exhibit One):

A. Amend Policy 1.9 under Objective 1 (Land Uses) of the Land Use Element to include reference to the need for access to multi-modal transportation alternatives in areas designated as Mixed Use on the Future Land Use Map, which generally covers the downtown and adjacent inner city neighborhoods.

B. Create new Policy 3.9 under Objective 3 (Multi-modal Transportation System) of the Traffic Circulation Element to direct revisions to the City's Land Development Regulations to authorize multi-modal facilities within the DTW (Downtown) zoning district.

C. Create new Policy 3.10 under Objective 3 (Multi-modal Transportation System) of the Traffic Circulation Element that establishes the City's support for locating an Amtrak passenger rail station in the downtown and the re-establishment of passenger rail service in the Florida East Corridor.

Data and Analysis

The 1992 Vero Beach Comprehensive Plan paid little attention to the issue of passenger rail service, which had been discontinued in 1968 to communities along the east coast of Florida between Jacksonville and West Palm Beach. No discussion of any issues regarding passenger rail service was included in the technical support section of the Traffic Circulation Element.

The only reference to passenger rail is Policy 8.2, that states that the City will "ensure adequate access to the one public use airport, passenger rail station, transit transfer points, and other intermodal facilities by supporting roadway and transit improvements identified in this [Traffic Circulation] element." The City's Evaluation Appraisal Report adopted in 1999 did not mention passenger rail service.

In the late 1990s, the issue of reinstating passenger rail service in the Florida's east coast corridor was introduced by FDOT and Florida East Coast Railroad in conjunction with plans by Amtrak to expand its passenger rail services nationwide. The proposal was to establish Amtrak service between Jacksonville and West Palm Beach and seven cities in between, including the City of Vero Beach. The service and construction of new passenger rail stations was to be partially funded by a FDOT grant. The restructuring of Amtrak in the early decade terminated this effort.

Despite this setback, the re-establishment of passenger rail service continued to be a priority for Treasure Coast communities. The Treasure Coast Regional Planning Council's (TCRPC) Strategic Regional Policy Plan encourages the creation of a balanced and integrated transportation system, especially a regional mass transit system. The east coast passenger rail service was included in the FDOT's 2006 Florida Rail Plan as a new corridor passenger rail service between Jacksonville and the City of Miami with intermittent stops at cities in between these two points.

In March 2009, the TCRPC adopted Resolution 09-04 requesting that the State of Florida prioritize the Amtrak/FEC Corridor Project (aka, establishment of passenger rail service between Miami and Jacksonville) for Federal stimulus funding under the "American Recovery and Reinvestment Act." The FDOT officially prioritized the project and coordinated its efforts with Amtrak and Rail America (owner of the FEC railroad).

The Vero Beach City Council passed a resolution in 2009 supporting the effort to re-establish passenger rail service to the east coast of Florida from Jacksonville to Miami. The resolution indicated the City Council's commitment to participate with FDOT, Amtrak, FEC, Treasure Coast Regional Planning Council, and other local communities in securing federal economic stimulus funding for the construction of passenger stations and other infrastructure improvements.

FDOT is currently moving forward with the preparation of necessary environmental, planning, and engineering supporting materials required for submission of the application. It is anticipated that the application will be ready for submittal to the Federal Rail Administration by July 2010.

With the advent of this new opportunity to secure funding for the construction of a passenger rail station and re-establishment of passenger rail service to the City, it is very desirable that the City amend its Comprehensive Plan to address passenger rail service to improve its chances to secure grant funding. With that said, it is also desirable that the current Comprehensive Plan be amended to formally establish the City's long-term policy commitment to supporting passenger rail service, and, very importantly, to provide a policy framework for appropriately linking rail passenger service with other transportation modes and coordinating planning and development activities in a manner that maximizes the benefits and opportunities for transient oriented development in revitalizing the City's historic downtown.

Transit oriented development is an approach to development that focuses land uses around a transit station (one-quarter of a mile or a 5 to 7 minute walk of the transit station) or within a transit corridor. It is typically characterized by:

- A mix of uses
- Moderate or higher density
- Moderate or higher intensity of nonresidential uses
- Pedestrian orientation/connectivity
- Reduced parking
- High quality design

Although Vero Beach doesn't have the potential for the density and intensity of transit oriented development typically found in larger urban areas, some opportunities do exist to capitalize on the accessibility and value to place which a passenger rail station would bring to the downtown. It will provide further opportunities for attracting private and public investment that will help revitalize the Downtown.

As the City is currently preparing its Evaluation Appraisal Report, which will result in comprehensive revisions to the current Comprehensive Plan to address changes in Chapter 163, Florida Statutes, regarding mobility and sustainability, the amendments proposed at this time are the minimum necessary to establish the City's support for passenger rail service and the need to locate any future passenger rail station in the downtown. In doing so, these amendments will provide the enabling policy necessary to implement amendments to the City's Land Development Regulations to permit passenger rail, bus stations, and other inter- and multi-modal facilities in the downtown.

Therefore, the staff has identified one existing policy to be revised and two policies to be created as interim measures until a more thorough data analysis and evaluation is completed during the preparation of the EAR and EAR-based amendments. The rationale for each of the proposed amendments, which are provided in Exhibit One, are discussed below:

A. Revision of Policy 1.9 of the Land Use Element. This policy which describes the Mixed Use (MX) Future Land Use category inserts language requiring such areas to have access to multi-modal transportation alternatives. Such a requirement reinforces the principle that the downtown and other centrally located mixed use areas should have adequate access to multi-modal transportation alternatives.

B. Creation of new Policy 3.9 of the Traffic Circulation Element. This new policy provides the enabling language for amending the City's Land Development Regulations to accommodate rail, bus and other inter- and multi-modal facilities. The current Land Development Regulations do not permit rail, bus, or other inter- and multi-modal facilities within the City, except that bus terminals are allowed in the Industrial District and airport terminals are allowed in the Airport District.

C. Creation of new Policy 3.10 of the Traffic Circulation Element. This new policy expresses the City's support and commitment for locating a passenger rail station in the downtown in conjunction with resumed passenger rail service. The end purposes of this policy are to increase the mobility choices and opportunities for transit oriented development.

Consistency with Comprehensive Plan

This amendment must be found to be internally consistent with the Vero Beach Comprehensive Plan as required by Chapter 163, Florida Statutes and Section 65.22 of the Vero Beach Code. The following are the pertinent objectives and policies to which this amendment is consistent:

- Land Use Element, Objective 7: *The City shall facilitate urban infill and redevelopment using land development regulations and implement a long-range strategy for revitalizing its Downtown commercial core and older residential neighborhoods.*

- Land Use Element, Policy 7.3: *The City shall reinforce downtown as a mixed-use office, employment and government center as well as a unique cultural, arts, entertainment and residential enclave, with shopping and dining opportunities that support the district and its surrounding neighborhoods.*

- Traffic Circulation Element, Objective 3 (Multi-modal Transportation System): *Provisions shall be made for a safe, convenient, and efficient multi-modal transportation system.*

- Traffic Circulation Element, Policy 8.2: *The City shall ensure adequate access to the one public use airport, passenger rail station, transit transfer points, and other intermodal facilities by supporting the roadway and transit improvements identified in this element.*

- Traffic Circulation Element, Policy 10.3: *The City shall pursue and support transportation programs that will help to maintain or improve air quality and help conserve energy.*

Findings

The staff concludes that based on the analysis above, the proposed amendments are consistent with the Vero Beach Comprehensive Plan and compliant with Florida Statutes and the text amendment requirements of the City Code.

Recommendation

The staff recommends that the Planning and Zoning Board recommend to the City Council approval of the proposed text amendments.

TJM/tf
Attachments

EXHIBIT ONE
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.9 of the Land Use Element under Objective 1 (Land Uses) is hereby amended as follows:

   1.9 The Mixed Use (MX) land use designation shall be applied to those areas that are suitable for urban scale development and intensities. Those areas shall be limited to lands near arterial or collector streets with adequate public facilities, access to multi-modal transportation alternatives, existing mixed use central locations, including the central core of the city and the downtown area. This land use category shall allow a mixture of residential and commercial uses, which may be located in the same building. Additional allowed uses include park and recreation uses, public facilities, institutional uses, schools, cultural and civic uses, utilities, professional office uses, and tourist-oriented facilities.

2. The Traffic Circulation Element is hereby amended by creating a new Policy 3.9 under Objective 3 (Multi-modal Transportation System) that reads as follows:

   3.9 The City shall through amendments to its Land Development Regulations authorize bus, rail, and other inter- and multi-modal facilities within areas zoned Downtown District (DTW).

3. The Traffic Circulation Element is hereby amended by creating a new Policy 3.10 under Objective 3 (Multi-modal Transportation System) that reads as follows:

   3.10 The City shall support efforts to locate an Amtrak passenger rail station in downtown Vero Beach in conjunction with resumed passenger rail service in the Florida East Coast Corridor to increase mobility and enhance opportunities for transit oriented development.

DEPARTMENTAL CORRESPONDENCE

TO: Chairman Dennis J. Ryan and Planning and Zoning Board Members

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: May 24, 2010

SUBJECT: **Public Hearing on Proposed Text Amendments to the Traffic Circulation and Capital Improvements Elements of the Comprehensive Plan to Change the Level of Service Standard for SR A1A from SR 60 to the North City Limits #C10-000002-CLP-TXT**

Overview

The Planning and Development staff proposes the following amendments to the City of Vero Beach Comprehensive Plan (attached as Exhibit One):

A. Amending Policy 1.1 of the Transportation Element to:

1. Identify as an exception to the Level of Service (LOS) Standards 27th Avenue from south City limits to State Route (SR) 60 to address an oversight when the LOS for this roadway was amended in the annual update to the Capital Improvements Element adopted on November 17, 2009;

2. Revise the LOS standard for State Route (SR) A1A from SR 60 (Beachland Boulevard) to the north City limits from a LOS standard of "D" to "D" plus 30% and include it as an exception to the LOS standards for arterials and collectors;

3. Include clarifying language that specifically indicates that LOS is based on the Peak Hour/Peak Season/Peak Direction traffic volumes.

B. Amending Table 9.1, Level of Service Standards, under the Capital Improvements Element to:

1. Include SR A1A from SR 60 (Beachland Boulevard) to north City limits to reflect the LOS "D" plus 30% in the revised Policy 1.1 above.

2. Include clarifying language that specifically indicates that LOS is based on the Peak Hour/Peak Season/Peak Direction traffic volumes.

Data and Analysis

In accordance with 9J-11.007, Florida Administrative Code (FAC), all proposed comprehensive plan amendments are required to be supported by data and analysis similar to that for the original comprehensive plan. Since the proposed amendments amending Policy by adding 27th Avenue as an exception of the LOS Standards and the clarification language regarding the use of Peak Hour/Peak Season/Peak Direction in both Policy 1.7 and Table 9.1 are only to correct earlier omissions and provide greater clarity to the text, no supporting data and analysis are needed or required.

The data and analysis for the proposed amendment to revise the LOS standard for SR A1A from SR 60 to the north City limits, are presented in the following sections:

Road Segment Description. The subject segment of SR A1A is a 1.5 mile segment of running from Beachland Boulevard to the north City limits, is a 2-lane facility with median (e.g., a two-way left turn lane) and is shown in Exhibit Two attached. It has exclusive left-hand turn lanes at major intersections. The roadway is classified as an Urban Minor Arterial and serves as the single major north-south roadway providing access to commercial centers, hotels, and residential neighborhoods on the Barrier Island. It provides connections to the mainland via SR 60, CR 510, and south SR A1A and is a hurricane evacuation route.

The right-of-way (ROW) width is 100 feet, except for a .45 mile segment of 80 feet between Greytwig and Beachland Boulevard that traverses a single family residential development north of Beachland Boulevard. The roadway has numerous curb cuts to adjacent abutting properties with exclusive right-hand turn lanes for larger commercial and condominium developments.

A sidewalk borders the roadway along its entire west side and partially on its east side near Beachland Boulevard. No regular regional transit service is provided along the length of roadway corridor, except for limited service to the Village Beach Market located near the very northern end of this segment of SR A1A.

Development Characteristics. Properties with immediate access or requiring access to this segment of SR AIA are almost all fully developed with retail, office, seasonal condominiums and hotels uses. Single family and multi-family development surround the SR AIA roadway corridor to the east and west.

North of the City limits, SR A1A runs through the Town of Indian River Shores. The Town is almost entirely built out with little room for additional development.

The primary concentration of commercial, office, hotels, and transient residential uses in the SR A1A corridor are located north of the City's Jaycee Park. Except for a couple of isolated cases, properties located south of this park abutting the roadway are zoned single family.

Excluding isolated single family lots of record, the concentration of vacant lands abutting the roadway are located north of Bahia Mar, except for a single parcel of one acre zoned C-1A (tourist commercial uses -30 hotel units/acre). Eleven of the vacant parcels, totaling 10 acres are zoned C-1A. Three parcels, totaling 0.8 acres, are zoned RM-13 (13 units/acre). Two parcels, totaling 0.5 acres are zoned RM-10/12 (12 units/acre).

Traffic Volumes and Capacity. In accordance with the Florida Statutes and Rule 9J-5, F.A.C., the City adopted a Level of Service (LOS) standard for arterials and collectors of "D" in Policy 1.1 of the Comprehensive Plan and Table 9.1 of the Capital Improvements Element. Therefore, as a minor arterial, this segment of SR A1A has a LOS standard of "D" with a maximum service volume (capacity) of 924 peak hour direction according to the *2009 FDOT Quality/Level of Service Handbook.*[1]

Under Florida Statutes and the City's Comprehensive Plan Policy 1.7, no development permit may be approved if insufficient capacity exists on a roadway. Therefore, if a roadway has determined LOS below its adopted LOS, that segment has no available capacity unless specific improvements are programmed as stipulated in Policy 5.12 of the Capital Improvements Element. This deficiency affects development on any property that will generate vehicle trips on the subject roadway, even for properties outside its immediate vicinity.

Based on data from the Indian River County *2006 Comprehensive Plan Evaluation Appraisal Report*, Addendum Table A-2.07 of the Vero Beach Comprehensive Plan shows that the LOS in 2006 for this segment of SR A1A was "F" falling from a LOS of "C" in 1995. This deficiency was identified in the recent update to the Capital Improvements Element. Although in preparation of this report, it has been determined that this table did not account for a 5 percent additional service volume needed to be added to maximum level of service due to the presence of the two-way left turn lane, the segment would still have been a "F" LOS under the FDOT's 2002 Quality/Level of Service Manual.[2]

A partial review of data provided by Indian River County, which maintains the transportation currency data base for both the City and County on a real time basis as new permits are issued, showed a peak hour directional volume of 1,025 in September, 2009, which is a LOS of "F."[3] In May of this year, the peak hour directional service volume was 897, which is a LOS of "D."

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[1] For both Indian River County and the City of Vero Beach, FDOT's maximum service volumes for roadways published in that agency's latest *Quality/Level of Service Manual* are followed to establish the LOS for roadways. The manual states "maximum service volume deals with the highest number of vehicles for a given LOS, while capacity deals with the maximum number of vehicles that can pass a point during a specific during a specified time." Although not technically correct, the terms "maximum service volume" and "highway capacity" are used interchangeably in report.

[2] Indian River County has subsequently revised its data base to reflect this change.

[3] The peak hour direction volume figures contain both existing background trips and vested trips.

The LOS has fluctuated between LOS of "D" and "F" over the last several years with the peak trip volume declining overall due to the economy. It is highly likely that once the economic recession abates the peak hour directional traffic volume on this segment will increase resulting in a fairly consistent LOS of "F" as little reserve service volume is available to retain a LOS of "D."

Recent modeling run forecasts by the Indian River County MPO for the MPO 2035 Long Range Transportation Plan (LRTP), using the Florida Standard Urban Transportation Model Structure, reveal that this segment of SR A1A is not likely to improve and will be deficient during the 25-year planning period. No capacity improvements for this roadway have been identified in the State's Seven Year Work Program or identified in the MPO's draft Initial 2035 LRTP Base Needs Plan.

Available Options. The following are available options to the City in response to the LOS deficiency on this segment of SR A1A:

- *Do Nothing*: The "do nothing" is not a viable alternative. Although the LOS for this roadway has been fluctuating between a LOS of "D" and "F," and was recently determined to be a LOS of "D," it has degraded to a LOS "F" in the past. In all likelihood, it will degrade to a consistent LOS of "F" once the economy returns, especially as the roadway has little additional reserve service volume to retain a LOS of "D".

  The City has already been placed on notice by a law firm representing owners of vacant properties abutting this segment of SR A1A that its clients will seek legal relief as they are being denied reasonable use of their properties due to the "de facto" moratorium. Although the latest data from Indian River County indicates that the segment is at an acceptable level of service, the issuance of any development permit for proposed development projects on many of these vacant properties zoned C-1A may be problematic. Furthermore, as noted previously, this concurrency issue may affect other nonresidential properties outside the immediate area if any these properties should move forward to seek development approval that adds new vehicle trips to this segment of SR A1A.

  The City is obligated under the Florida Statutes and its comprehensive plan to adopt LOS standards, eliminate existing service deficiencies, and provide infrastructure to accommodate new growth in its adopted comprehensive plan. Therefore, either the LOS standard for this segment of SR A1A needs to be revised or improvements to highway capacity made, especially as no other alternative north-south roadway or potential route corridor is available to divert traffic from this facility.

- *Improvements to Highway Capacity*: Policy 1.4 of the Comprehensive Plan requires the City to review the existing roadway network to determine whether to consider restricting the widening of roadways that have specific physical and/or environmental constraints. SR A1A is specifically identified as an example of such a facility.

The policy further states that a roadway should be considered "constrained" based on but not limited to the following: historic, cultural or scenic character; right-of-way limitations; high land values and cost of right-of-way acquisition; and environmental or socio-economic impacts on surrounding properties.

In the early 1990's, this segment of SR A1A was programmed by the FDOT to be upgraded to a 4-lane divided highway as shown in Table 2.3 of the Comprehensive Plan. However, due to significant right-of-way costs and socio-economic impacts, this segment of SR A1A was subsequently improved with only a median two-way turn lane.

The situation has not changed since completion of these improvements. More infill of abutting lots has occurred further increasing potential right-of-way costs and disruption to existing businesses and residences. A 4-lane divided facility generally requires 120 to 150 feet of ROW and SR A1A has only 80 to 100 feet of ROW.

Furthermore, such an improvement would more than double the current maximum service volume, which is not needed or desired to support existing and anticipated development on the Barrier Island. Such improvements in capacity could be argued to be inconsistent with Objective 2 and supporting policies of the Capital Improvements Element regarding limiting public expenditures in coastal high hazard areas that support or encourage an increase overall increase in the density and intensity of development beyond that indicated on the Future Land Use Map.

Therefore, improvements to this segment of highway that involve any further widening of the roadway were eliminated from further evaluation. This decision is reflected in the MPO's existing adopted 2030 LRTP and in its draft Initial 2035 LRTP Basic Needs Plan.

Other access or congestion management measures, if appropriate would be difficult to implement due to lack of available ROW and numerous existing access points and would not materially affect maximum level of service volumes during peak hour traffic as calculated in the FDOT manual. Extended and expanded transit service would have negligible impact due to low density land use patterns and amount of traffic using the roadway from outside the City limits.

- *Change in LOS Standard.* The third option, a change in the LOS standard for the facility is considered the most practical and cost-effective solution, and is more consistent with other policies in the Comprehensive Plan to limit further increases in density and intensity in Coastal High Hazard Areas. The questions then becomes what is the appropriate LOS consistent with the policies of the Comprehensive Plan?

  In Table 7, Peak Hour Directional Volumes for Florida's Urbanized Areas, in the *2009 FDOT Quality/Level of Service Handbook,* Class 1 State signalized arterials

have no LOS standard of E. Any volume beyond the maximum service volume for LOS "D" automatically falls under a LOS of "F."

Therefore a revision to the existing LOS standard requires the use of the maximum service volume for LOS "D" plus a percentage of this maximum service volume. For example, the LOS standard could be set at "D" plus 20% (924 + 185=1,109 vehicles per peak hour direction) or "D" plus 30% (924+277=1201 vehicles per peak hour direction).

Assuming little or no development outside the City that would add new trips to SR A1A, it is anticipated that vacant properties, if fully developed along this segment of SR A1A, would conservatively result in approximately 200 new peak hour vehicle trips to this roadway during peak hour. Assuming 55 percent of these trips are assigned to the peak southbound lane (based on existing trip distribution pattern), the number of new peak hour trips would be 110.[4]

Adding this number of new peak hour vehicle trips to the peak hour trips of 1,025 (2009), the total peak hour trips would result in 1,135 vehicle trips per hour. [Although higher than 2010 figures, using the 2009 figure provides leeway for accommodating background traffic volume when the economy recovers.]

Therefore, a reasonable LOS standard to assign would be "D" plus 30%, which should accommodate future anticipated development. Should conditions make this LOS standard inadequate, the issue will be re-evaluated at that time.

Consistency with Comprehensive Plan

This amendment must be found to be internally consistent with the Vero Beach Comprehensive Plan as required by Chapter 163, Florida Statutes and Section 65.22 of the Vero Beach Code. The following are the pertinent objectives and policies to which this amendment is consistent:

- Land Use Element, Policy 5.3: *For all facilities and services, the minimum levels of service established in the Capital Improvements Element (CIE) and other elements of the Comprehensive Plan shall be maintained.*

- Traffic Circulation Element, Objective 1: *The traffic circulation system, and improvements thereto, shall be coordinated with new development depicted on the Future Land Use Map in order to retain the appropriate level of service or*

[4] The staff's "rough" trip generation projections were based on the following assumptions for vacant properties in the SR A1A corridor: (1) all multi-family lots would be developed at allowable densities; (2) commercial property not fronting the ocean would develop at full intensity at 50 percent retail and 50 percent office; and (3) ocean front commercial would fully develop as 50 percent condominiums (15 units/acre) and 50 percent resort hotel (30 units/acre). The staff then applied trip rates to these land uses based on the new trip rates for traffic impact studies set forth in the Indian River County Code. These trip volumes were modified by staff to yield the peak hour trips based on rates from the Institute of Traffic Engineers, *Trip Generation, 7th Edition, 2003.*

otherwise provide for adequate and safe access concurrent with such new development or redevelopment.

- Traffic Circulation Element, Policies 1.4 and 1.11:

  * *The City shall review the existing roadway network to determine whether to consider restricting the widening of roadways that have specific physical and/or environmental constraints. SR A1A on the Barrier Island is an example of such a facility. Criteria to consider as part of the analysis to determine whether a roadway should be considered "constrained" shall include, but not limited to, the following: historic, cultural or scenic character, right-of-way limitation, high land values and cost of right-of-way acquisition, and environmental or socio-economic impacts on surrounding properties.*

  * *The City shall review the transportation system based on the County's evaluation on an annual basis. Traffic count data shall be collected on all thoroughfare roads on an annual basis. This data shall be utilized to develop an annual report by the County on the Level of Service provided on major area roads. These findings shall then be used by the City to identify improvement needs and associated costs required to maintain the Level of Service identified in Policy 1.1.*

- Traffic Circulation Element, Policy 6.1: *Major roadways (i.e., minor and principal arterials) and intersections shall, to the extent possible, be located and designed such as to not adversely affect existing neighborhoods nor produce excessive traffic on local roads through residential areas. The following are some of the characteristics by which the City will determine whether neighborhoods are adversely impacted: severs existing neighborhoods, more traffic other than local traffic using roadways, widening of roadways which results in roadways constructed closed to residential homes, and other similar characteristics.*

- Capital Improvements Element, Objective 2: *The City shall limit public expenditures to coastal high hazard areas in accordance with the objectives and policies in the Coastal Management Element that limit the overall density or intensity to existing levels indicated for those areas on the Future Land Use Map.*

- Capital Improvements Element, Policies 2.1 (2.) and 2.2:

  * *The City shall only expend public funds for capital improvements in coastal high hazard areas that:*

2. *Do not support or encourage a net increase in the overall density and intensity of development beyond that indicated on the Future Land Use Map.*

* *Capital improvements in coastal high hazard areas shall not be planned or designed to create any capacity beyond that necessary to accommodate the existing overall intensity and density of development of these areas as indicated on the Future Land Use Map.*

Findings

The staff concludes that based on the analysis above, SR A1A is a constrained roadway as defined in Policy 1.7 and that the proposed change in the LOS for this roadway is consistent with the Vero Beach Comprehensive Plan and compliant with Florida Statutes and the text amendment requirements of the City Code.

Recommendation

The staff recommends that the Planning and Zoning Board recommend to the City Council approval of the proposed attached text amendments.

TJM/tf
Attachments

EXHIBIT ONE
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.1 of the Traffic Circulation Element is hereby revised as follows:

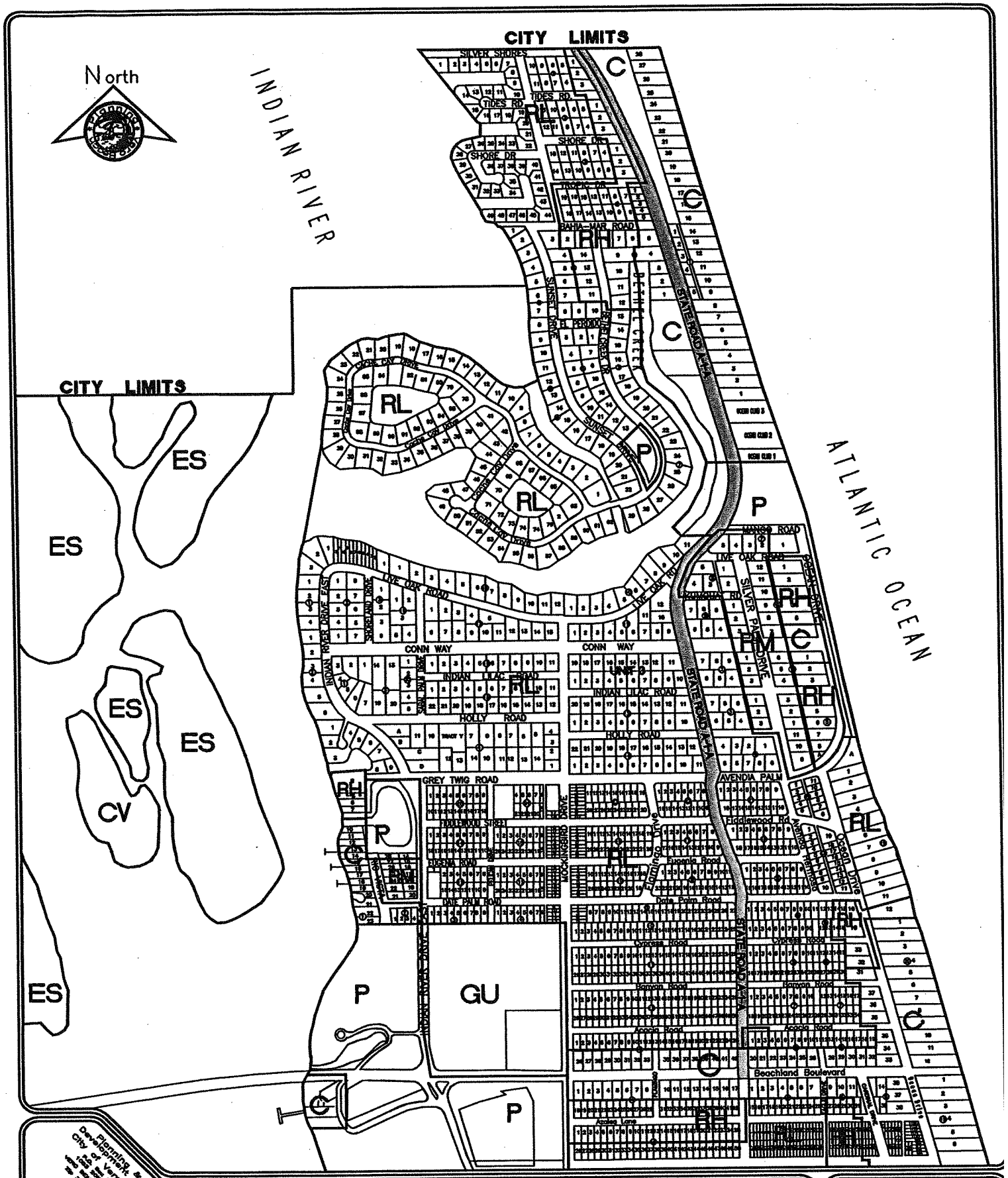
"1.1 The operating level of service standards for roadways shall be ~~as herein established:~~ Level of Service "D" (Peak Hour/Peak Season/Peak Direction) or better on all arterial and collector roadways and Level of Service "E" (Peak Hour/Peak Season/Peak Direction) or better for all other ~~local~~ roadways, except for the following:

- 27th Avenue from South City Limits to State Route 60 –"E" plus 20%.
- A1A from State Route 60 to North City Limits – "D" plus 30%.

2. Under the "Roads" category in Table 9.1, Level of Service Standards (LOS) for Facilities, City of Vero Beach, of the Capital Improvements Element is hereby revised as follows:

"Roads

~~Principal~~ Arterials and Collectors*	Level of Service D (Peak Hour/Peak Season/Peak Direction)
All Other Roadways	Level of Service E (Peak Hour/Peak Season/Peak Direction)
*Except the following roads:	
• 27th Avenue from South City Limits to State Route 60	Level of Service E (Peak Hour/Peak Season/Peak Direction) plus 20%
• A1A from State Route 60 to North City Limits	Level of Service D (Peak Hour/Peak Season/Peak Direction) plus 30%"



Planning & Dept. Development City of Vero Beach

SR A1A SEGMENT PROPOSED FOR A CHANGE IN LEVEL OF SERVICE

DATE 05/24/2010
SCALE—NTS
EXHIBIT TWO

6-A)

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Tammy K. Vock, MMC
City Clerk

DATE: November 9, 2010

SUBJECT: December City Council meeting

It has been customary in the past for the City Council to cancel their second meeting in December because of the holidays. This year the Council meeting is scheduled for December 21st at 6:00 p.m.

Please give staff some direction on whether or not you wish to have the meeting.

Thank you for your help in this matter.

/tv

6-B)

COMMITTEE APPOINTMENTS
2010 – 2011

1. TREASURE COAST COUNCIL OF LOCAL GOVERNMENTS

This Board meets the first Wednesday of every month at 10:00 a.m. The meetings are held in conference room #3 in the Roger Poitras Annex Building (off of Virginia Avenue).

2. TREASURCE COAST REGIONAL PLANNING COUNCIL

This Board meets the third Friday of each month at 9:30 a.m. The meetings are held in Stuart, Florida.

3. COUNTY ECONOMIC DEVELOPMENT COUNCIL (EDC)

This Committee meets on call. The meetings are held in the first floor conference room at the County Administration Building.

4. TOURIST DEVELOPMENT COUNCIL

This Committee meets on an as needed basis. The meetings are held at the County Administration Building.

5. METROPOLITAN PLANNING ORGANIZATION (MPO)

This Board meets the second Wednesday of each month at 10:00 a.m. The meetings are held in the first floor conference room at the County Administration Building. The City has two full members and one alternate member serving on this Board.

6. TREASURE COAST LEAGUE OF CITIES

This Board meets the third Wednesday of every other month at 10:30 a.m. at different locations on the Treasure Coast.

7. BEACH AND SHORE PRESERVATION ADVISORY COMMITTEE

This Committee meets the third Monday of each month at 3:00 p.m. in the first floor conference room located in the County Administration Building.

8. ELECTED OFFICIALS OVERSIGHT COMMITTEE

This Committee meets once a year on the second Friday in April at 9:00 a.m. at the County Administration Building.

Mayor

9. ENTERPRISE ZONE DEVELOPMENT AGENCY

This Agency meets the second Thursday of every month at 8:30 a.m. at the County Administration Building.

10. COUNTY AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC)

This Committee meets when necessary at the County Administration Building.

7-A)

City Council Agenda Item
November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager

DATE: November 4, 2010

SUBJECT: **Interim City Manager Position**

DEPARTMENT: City Manager

The following is requested as it relates to the above-referenced agenda item:

____ Request Council review and approval.

✓ Request Council review and possible action.

____ No action required. (Information only)

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager

DATE: November 4, 2010

SUBJECT: **INTERIM CITY MANAGER POSITION**

On September 21, 2010, I was appointed to the position of Interim City Manager by the City Council. On October 5, the City Council approved the attached Work Agreement. I feel it is important that the newly seated City Council be able to select their Interim City Manager, and I am requesting your action in regards to the previous Council's actions.

Monte K Falls 11/4
Monte K. Falls

MKF:jav
Attachment

xc: Robert Anderson

N:\AGENDA\CITYMANAGER\2010\INTERIM CITY MANAGER POSITION - 11.16.10 CC AGENDA.DOCX

INTERDEPARTMENTAL CORRESPONDENCE

To: The Honorable Mayor Kevin D. Sawnick and City Council Members

From: Robert B. Anderson, Human Resources Director RBA

Re: Interim City Manager Work Agreement

Date: October 5, 2010

On September 21, 2010 the City Council appointed Monte K. Falls to the position of Interim City Manager. Mr. Falls accepted the appointment contingent on acceptable terms and conditions of the appointment. I recommend that Council specify the terms and conditions of his service in this position in a written agreement between the Council and Mr. Falls. I have attached such an agreement, and I request that Council authorize the Mayor to sign the agreement on behalf of the City.

Attach: Written Agreement
City Manager Job Description

C: James M. Gabbard, City Manager

RECEIVED
OCT - 7 2010
DEPARTMENT OF PUBLIC WORKS

WORK AGREEMENT BETWEEN THE CITY OF VERO BEACH AND MONTE K. FALLS

The City and Mr. Falls agree to the following terms and conditions for the duration of his service as Interim City Manager:

1. As Interim City Manager, Mr. Falls will perform the duties and responsibilities as outlined in the attached City Manager job description.

2. At such time as Mr. Falls is no longer needed as Interim City Manager, he will return to the position of Director of Public Works with no loss of pay or benefits.

3. Due to the duties and time demands of the position of Interim City Manager, Mr. Falls will not lose any annual leave he would have otherwise been allowed to accrue.

4. Mr. Falls will receive a temporary five percent increase in his salary while serving as Interim City Manager. The temporary increase will end when he returns to the position of Public Works Director.

Approved by:

Kevin D. Sawnick, Mayor — 10-6-10 Date

Monte K. Falls, Interim City Manager — 10/4 Date

CITY OF VERO BEACH
EXEMPT JOB DESCRIPTION

Job Title:	**City Manager**		
Dept./Division:	City Manager's Office	**Reports to:**	City Council
Job Code:	1011	**Effective Date:**	October 2002

PRIMARY FUNCTION:

Reports directly to the City Council and implements the various policies established by this legislative body. Under administrative direction, manages and directs the overall operations of the City of Vero Beach, including the utilities departments; and performs related duties as assigned.

PRINCIPAL RESPONSIBILITIES:

The following duties have been provided as examples of the essential types of work performed by positions within this job classification. Management reserves the right to add, modify, change or rescind work assignments as needed.

- Plans, organizes, and provides overall direction for City operations including developing internal policies, reviewing operating procedures, long range planning, and coordinating activities of City Departments to maximize efficient/effective service delivery.
- Directs and oversees the development of the City budget with all its enterprise operations. Current combined budgets exceed $135 million for FY 2003.
- Works with City Council members and citizens to identify and resolve a variety of problems and meet the ongoing service needs of the community.
- Reviews and evaluates service delivery methods and systems including identifying opportunities for improvement and recommending improvement to systems and standard operating procedures to enhance operations and customer service.
- Conducts staff meetings to coordinate operations and inform staff of a variety of organizational issues.
- Represents the City at various meetings and conferences and interacts with a wide range of officials, regulatory agencies, department directors, coworkers and the public.
- Establishes City operational priorities, monitors overall City financial status, and develops and monitors City operating and capital improvement budgets.
- Reviews, coordinates, and manages overall personnel, legal, and related organizational issues impacting the City.
- Monitors strategic plans for utility operations and oversees the delivery of electricity, water, sewer, and solid waste collection services.
- Develops and shapes an appropriate organization structure to support current and future City objectives.
- Provides administrative direction and supervises managerial, professional and support employees. Appraises employee performance and reviews subordinate supervisors' appraisals. Identifies and resolves staff differences, conflicts and deficiencies. Enforces personnel rules and regulations and work behavior standards firmly and impartially.

KNOWLEDGE, ABILITIES AND SKILLS:

Managerial/technical/professional:

- Comprehensive knowledge of federal, state and local laws, regulations, rules and ordinances related to local government operations.
- Comprehensive knowledge of local government operations, budgeting, fiscal administration, management and long-range/strategic planning policies, practices and procedures.
- Comprehensive knowledge of overall City of Vero Beach organization and operations.

- Considerable knowledge of public administration principles and practices.
- Considerable knowledge of capital project management principles and practices.
- Basic knowledge of municipal utility operations management principles and practices.
- Knowledge of computer hardware and software systems as they relate to effective City management and utility operations.

KNOWLEDGE, ABILITIES AND SKILLS (Continued):

Problem Solving:

- Skill in analyzing problems, identifying alternative solutions, projecting consequences of proposed actions, and implementing recommendations in support of goals.
- Skill in researching, evaluating, and using new methods and techniques for operational improvements.
- Ability to interpret oral, written, technical information and data dealing with complex variables to identify, analyze and solve management problems of considerable difficulty.

Human Resource Management:

- Considerable knowledge of management/supervisory techniques, and pertinent federal, state and local human resource management rules.
- Skill in planning, organizing, assigning and coordinating the activities of managerial, supervisory, professional, and technical staff.

Communication:

- Skill in dealing constructively with conflict and responding with tact, composure and courtesy when dealing with individuals who may be experiencing significant stress.
- Ability to establish and maintain effective working relationships with government and business officials, department directors, regulatory agencies, employees and the general public.
- Ability to express ideas clearly when providing oral and written reports and recommendations on administrative, financial, and technical issues.

MINIMUM REQUIREMENTS:

Education/Experience: Graduation from an accredited college or university with a Bachelor's degree in business or public administration or a related field and seven (7) years full time executive management level work in a local government organization; or an equivalent combination of training and experience. A Master's Degree in management, finance or public administration is desired.

Licenses/Certification: Possession of a valid Florida Driver's License. Professional certifications in finance or management areas desired.

SIGNATURES/APPROVALS:

	Date		Date
H/R Analyst:	_____	Department Director:	_____
Immediate Supervisor:	_____	Director, Human Resources:	_____

7-B)

City Council Agenda Item
November 16, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: Monte K. Falls, Interim City Manager MKFalls 11/5

DATE: November 5, 2010

SUBJECT: **Pain Management Clinics**

DEPARTMENT: Planning and Development

The following is requested as it relates to the above-referenced agenda item:

____ Request Council review and approval based on the attached supporting documentation.

____ Request Council review and possible action.

✓ No action required. (Information only)

MEMORANDUM

To: Mayor and City Councilmembers

Via: Interim City Manager, Monte Falls MWF

From: Tim McGarry, Planning Director TM

Peggy Lyon, Assistant City Attorney PL

Subject: Pain Management Clinics

Date: November 4, 2010

On October 14, 2010, a county-wide fact-finding group met to discuss issues related to pain management clinics within Indian River County. Organized by Indian River County Planning Director Stan Boling, this was the first of several to-be-scheduled meetings for local government staff to meet and pursue fact-finding information on the various issues. Attending on behalf of the City of Vero Beach were Lieutenant Daniel Cook of the Police Department, Planning Director, Tim McGarry, and Assistant City Attorney Peggy Lyon. After discussion led by both County Attorney Alan Polackwich and Stan Boling, there was a general consensus to work towards a shared, consistent policy county-wide to avoid forum shopping within the county, and to present a unified front for pain management clinic activities.

To that end, when our City of Vero Beach six month moratorium, adopted by the City Council on June 1, 2010, ends on November 28, 2010, and if no further action is taken by the City, the County's moratorium will be in effect in the incorporated and unincorporated areas of the County through June 7, 2011. The County's moratorium, attached, includes four exclusions from its definition of "pain clinic" that would allow state-regulated facilities (legal pain management clinics) to operate.

The Indian River County Pain Clinic Fact Finding Group will continue to meet over the coming months to discuss the various options available and to monitor the effects of the new Florida Pain Clinic law that began state-wide on October 1, 2010.

ORDINANCE NO. 2010-016

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AMENDING SECTION 207 "LOCAL BUSINESS TAX RECEIPTS" OF THE CODE OF INDIAN RIVER COUNTY, FLORIDA, BY ENACTING A NEW SECTION 207.15 ENTITLED "PAIN CLINICS AND PAIN MANAGEMENT CLINICS" ESTABLISHING FOR ONE YEAR FROM JUNE 8, 2010 A MORATORIUM AND CERTAIN RESTRICTIONS ON THE ISSUANCE, TRANSFER AND RENEWAL OF LOCAL BUSINESS TAX RECEIPTS FOR THE OPERATION OF PAIN CLINICS AND PAIN MANAGEMENT CLINICS; PROVIDING FOR SEVERABILTY, A GENERAL REPEALER AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VII, Section 1 of the Florida Constitution, and Chapter 125, Florida Statutes, Indian River County is authorized to protect the public health, safety and welfare of its residents, and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, on November 19, 2009, the Broward County, Florida Grand Jury released an Interim Report on the Proliferation of Pain Clinics in South Florida, which report detailed the rapid proliferation of pain clinics in South Florida; the excessive prescribing and dispensing of controlled substances through such clinics; the increased deaths resulting from lethal dosages of such controlled substances; the increased crime, including burglaries and robberies in areas where such pain clinics operate; the identity theft and organized criminal activities linked to the excessive prescribing and dispensing of such controlled substances; the increased drug trafficking in controlled substances originating from such pain clinics; and other impacts harmful to the public health, safety and welfare; and

WHEREAS, the Indian River County Sheriff has reported to the Board that based on the proximity of Indian River County to I-95, and considering the expansion of pain clinics northward towards Indian River County from counties located to the south, there will be a definite proliferation of such clinics in Indian River County, and that such clinics will have a direct and immediate impact which is harmful to the public health, safety and welfare of the residents of Indian River County. The Sheriff has also reported that there has been an increase in deaths in Indian River County caused by lethal dosages of controlled substances relating to pain management; and

WHEREAS, newspaper and other reports have described the "pipeline" that is used by drug traffickers illegally purchasing controlled substances from pain clinics in Florida and selling the controlled substances to users in other states; and

WHEREAS, the Florida Legislature has recognized and addressed the harmful impacts of the proliferation of pain clinics by adopting chapters 2009-198 and 2010-211, Laws of Florida, requiring, inter alia, the licensure of pain clinics, the establishment of a prescription drug monitoring program, and the promulgation of rules and regulations by the Department of Health, the Department of Law Enforcement, the Board of Medicine and the Board of Osteopathic Medicine; however, to date, such measures have not been implemented; and

WHEREAS, numerous other Florida counties and municipalities have adopted moratoriums or other restrictions to prevent the proliferation of pain clinics, which could result in Indian River County becoming a target for such clinics; and

WHEREAS, the Indian River County Tax Collector has reported to the Board that the Tax Collector has received numerous telephone calls inquiring whether Indian River County issues business tax receipts to new pain clinics, suggesting that Indian River County has already become a target for such clinics; and

WHEREAS, the Board finds and declares that the proliferation of pain clinics in Indian River County is a direct and immediate threat to the public health, safety and welfare of the residents of Indian River County, and that a moratorium and certain restrictions on the issuance, transfer and renewal of business tax receipts for the operation of such pain clinics is necessary to prevent the harmful impacts of such proliferation; and

WHEREAS, imposing such moratorium and restrictions until June 7, 2011 will provide sufficient time for County staff, the Sheriff and other interested parties to research, analyze and present to the Board reasonable regulations to mitigate the harmful impacts created by the proliferation of pain clinics within Indian River County,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA THAT:

Section 1. Legislative Findings. The Board finds that the above "Whereas" clauses are true and correct, and hereby incorporates such clauses as the legislative findings of the Board. Without limitation, the Board specifically finds and declares that the enactment of this ordinance is necessary to protect the health, safety and welfare of the citizens of Indian River County.

Section 2. Creation of New Section. Section 207.15 of the Code of Indian River County, Florida is hereby created to read as follows:

Section 207.15 Pain Clinics and Pain Management Clinics

(1) Moratorium. From the effective date of this ordinance until June 7, 2011, (i) no business tax receipt shall be issued for the operation of any Pain Clinic or Pain Management Clinic in Indian River County, and (ii) no business tax receipt shall be transferred or renewed for the operation of any Pain Clinic or Pain Management Clinic, if, at the time of such transfer or renewal, the Pain Clinic or Pain Management Clinic is not in compliance with all applicable local, county, state and federal laws.

(2) Definitions.

(a) "Pain Clinic" or "Pain Management Clinic" shall mean a privately owned pain management clinic, facility, or office primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications, or which advertises in any medium for any type of pain management services, or employs a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substance medications, and which is required to register with the Florida Department of Health pursuant to section 458.309 or section 459.005, Florida Statutes; provided, however, that the following shall be excluded from this definition:

i. a facility which is licensed pursuant to Chapter 395, Florida Statutes,

ii. a nursing home, ambulatory surgical center, hospice or intermediate facility for the developmentally disabled which is licensed pursuant to Florida law,

iii. a clinic, facility or office in which the majority of physicians primarily provide surgical services, and

iv. a clinic, facility or office which is wholly owned by physicians licensed pursuant to Florida law, at least one of whom (a) has obtained board certification by a specialty board recognized by the American Board of Medical Specialties and holds a sub-specialty certification in pain medicine, (b) has successfully completed a post graduate training program in Pain Medicine/Management accredited by the Accreditation Council for Graduate Medical Education, or (c) has obtained a Certificate of Added Qualification in Pain Management by the American Osteophathic Association.

(b) "Controlled Substance" shall mean a controlled substance listed in Schedule II, Schedule III or Schedule IV in section 893.03, Florida Statutes.

(3) Affidavit. If, during the term of this moratorium, an application is made for issuance of a business tax receipt for operation of a medical or health clinic, facility or office which, as represented by the applicant, will not be operated during the period of

time covered by the business tax receipt as a Pain Clinic or Pain Management Clinic, the applicant, as a condition of issuance of the business tax receipt, shall execute and deliver to the Tax Collector an affidavit confirming such representation. If, during the period of time covered by the business tax receipt, the clinic, facility or office is in fact operated as a Pain Clinic or Pain Management Clinic contrary to the representation of the applicant, the business tax receipt shall be subject to immediate revocation in proceedings before the Code Enforcement Board, in addition to other remedies available under local, county, state and federal laws. Failure or refusal of the applicant to execute and deliver the affidavit shall result in denial of the issuance of the business tax receipt. This section shall apply only in the areas of the County for which the Tax Collector issues business tax receipts.

(4) Direction to County Staff. During the term of this moratorium, County staff is directed to work with the Sheriff and other interested parties, to research and analyze the impacts of the proliferation of Pain Clinics and Pain Management Clinics within Indian River County, to develop reasonable regulations to mitigate the harmful impacts created by the proliferation of pain clinics within Indian River County, and to present such regulations to the Board of County Commissioners for consideration.

(5) Geographic Application. This moratorium shall apply throughout the incorporated and unincorporated areas of Indian River County, except to the extent that a municipality has adopted or adopts an ordinance in conflict with this ordinance.

Section 3. Severability. If any part of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the remainder of this ordinance shall not be affected by such holding and shall remain in full force and effect.

Section 4. Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed. Emergency Ordinance No. 2010-013 is hereby repealed and replaced by this ordinance.

Section 5. Effective Date. This ordinance shall become effective upon enactment by the Board of County Commissioners and filing with the Department of State.

This ordinance was advertised in the Vero Beach Press Journal on the 9th day of July, 2010, for a public hearing to be held on the 20th day of July, 2010, at which time it was moved for adoption by Commissioner Flescher, seconded by Commissioner O'Bryan, and adopted by the following vote:

Chairman Peter D. O'Bryan	Aye
Vice Chairman Bob Solari	Aye

ORDINANCE NO. 2010- 016

Commissioner Wesley S. Davis	Absent
Commissioner Joseph E. Flescher	Aye
Commissioner Gary C. Wheeler	Absent

The Chairman thereupon declared the ordinance duly passed and adopted this 20th day of July, 2010.

BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA

By: Peter D. O'Bryan
Peter D. O'Bryan, Chairman

ATTEST: Jeffrey K. Barton, Clerk

By: Lauren Gilfus
Deputy Clerk

EFFECTIVE DATE: This Ordinance was filed with the Department of State on the ____ day of _____, 2010.

9B-1)

MEMORANDUM

TO: Vice Mayor Pilar Turner and
City Councilmembers

FROM: Jay Kramer
Mayor

DATE: November 9, 2010

SUBJECT: FP&L

After meeting with the Interim City Manager and discussing this matter with him, I thought that it would be fair to ask if staff is interested in forming a competitive bid with FP&L. This will give them the opportunity to present solutions to this issue. This is in no way impeding progress being made with FP&L, just something I thought that Council should look at.

Thank you for your help in this matter.

/tv

9B-2)

MEMORANDUM

TO: Vice Mayor Pilar Turner and
City Councilmembers

FROM: Jay Kramer
Mayor

DATE: November 9, 2010

SUBJECT: On-Line Check Book

Attached you will find how Indian River County handles their checks written. I would like to see the City of Vero Beach publish the out-going cash flow from all of their different funds similar to how the County does it. It would also be prudent to have the reconciliation statements that the City receives from Wachovia Bank brought to the City Clerk's office and have them certified.

I look forward to hearing your thoughts are on this matter.

Attachments

/tv

CHECKS WRITTEN

CHECK NBR	CK DATE	VENDOR	AMOUNT
258504	10/26/2010	B/C B/S HEALTH INS-TRUST PAYROLL	95,917.50
258505	10/26/2010	B/C B/S OF FL ADM FEE	39,884.25
258506	10/26/2010	I R C HEALTH INSURANCE - TRUST	423,992.73
258507	10/26/2010	SYMETRA LIFE INSURANCE COMPANY	11,482.17
258508	10/26/2010	CORPORATE CARE WORKS	1,235.85
258509	10/27/2010	STANDARD LIFE INSURANCE	8,795.52
258510	10/27/2010	STANDARD LIFE INSURANCE OPT	10,744.25
258511	10/27/2010	ILLINOIS STATE DISBURSEMENT UNIT	142.32
258512	10/27/2010	CHAPTER 13 TRUSTEE	80.43
258513	10/27/2010	V B FIREFIGHTERS ASSOC	6,090.00
258514	10/27/2010	I R FEDERAL CREDIT UNION	52,539.36
258515	10/27/2010	COLONIAL LIFE & ACCIDENT INS CO	304.68
258516	10/27/2010	UNITED WAY OF INDIAN RIVER COUNTY	1,870.82
258517	10/27/2010	CALIFORNIA STATE DISBURSEMENT UNIT	120.92
258518	10/27/2010	MISDU MICHIGAN STATE	478.85
258519	10/27/2010	BOARD OF COUNTY COMMISSIONERS	226.00
258520	10/27/2010	ADMIN FOR CHILD SUPPORT ENFORCEMENT	488.72
258521	10/27/2010	NYS CHILD SUPPORT	195.27
258522	10/27/2010	OHIO CHILD SUPPORT	235.39
258523	10/27/2010	RELIANCE STANDARD LTD	7,369.02
258524	10/27/2010	RELIANCE STANDARD LTD	7,369.14
258525	10/28/2010	EVERGLADES FARM EQUIPMENT CO INC	482.00
258526	10/28/2010	PORT CONSOLIDATED INC	511.84
258527	10/28/2010	PARKS RENTAL & SALES INC	57.00
258528	10/28/2010	PRAXAIR DISTRIBUTION SOUTHEAST LLC	474.10
258529	10/28/2010	JORDAN MOWER INC	145.23
258530	10/28/2010	INDIAN RIVER AUTO PARTS LLC	209.26
258531	10/28/2010	INDIAN RIVER AUTO PARTS LLC	374.62
258532	10/28/2010	COLKITT SHEET METAL & A/C INC	279.00
258533	10/28/2010	COMMUNICATIONS INTERNATIONAL	88.00
258534	10/28/2010	ROBINSON EQUIPMENT COMPANY INC	197.24
258535	10/28/2010	TEN-8 FIRE EQUIPMENT INC	2,208.96
258536	10/28/2010	VERO CHEMICAL DISTRIBUTORS INC	106.90
258537	10/28/2010	COPYCO INC DBA	22.00
258538	10/28/2010	IKON OFFICE SOLUTIONS	253.81
258539	10/28/2010	KIMLEY HORN & ASSOC INC	13,815.00
258540	10/28/2010	VELDE FORD INC	781.49
258541	10/28/2010	STEWART MINING INDUSTRIES INC	344.57
258542	10/28/2010	LIGHTSOURCE IMAGING SOLUTIONS LLC	183.50
258543	10/28/2010	HELENA CHEMICAL	2,483.00
258544	10/28/2010	COLD AIR DISTRIBUTORS WAREHOUSE	169.77
258545	10/28/2010	E-Z BREW COFFEE & BOTTLE WATER SVC	93.83
258546	10/28/2010	KELLY TRACTOR CO	1,304.96
258547	10/28/2010	YAVORSKYS TRUCK SERVICE INC	42.44
258548	10/28/2010	VERO LAWNMOWER CENTER INC	247.26
258549	10/28/2010	AMERIGAS EAGLE PROPANE LP	4,103.56
258550	10/28/2010	GAYLORD BROTHERS INC	143.15
258551	10/28/2010	HACH CO	877.89
258552	10/28/2010	LFI FORT PIERCE INC	367.50
258553	10/28/2010	LFI FORT PIERCE INC	1,012.65
258554	10/28/2010	AKZO NOBEL COATINGS INC	1,030.20
258555	10/28/2010	PHYSIO CONTROL INC	2,226.90
258556	10/28/2010	TEAM EQUIPMENT INC	295.60
258557	10/28/2010	3M CO	1,779.00
258558	10/28/2010	3M CO	1,875.00
258559	10/28/2010	SLP INVESTMENTS INC	70.86
258560	10/28/2010	SMITH BROTHERS CONTRACTING EQUIP	1,048.04
258561	10/28/2010	KSM ENGINEERING & TESTING INC	85.00

CHECK NBR	CK DATE	VENDOR	AMOUNT
258562	10/28/2010	HD SUPPLY WATERWORKS, LTD	21,176.81
258563	10/28/2010	DBH GRAPHICS & FINE ARTS INC	1,565.00
258564	10/28/2010	BOUNDTREE MEDICAL	2,106.82
258565	10/28/2010	PETES CONCRETE	575.00
258566	10/28/2010	EGP INC	568.75
258567	10/28/2010	VERO INDUSTRIAL SUPPLY INC	33.87
258568	10/28/2010	BRODART COMPANY	105.00
258569	10/28/2010	EXPRESS REEL GRINDING INC	360.00
258570	10/28/2010	TIRESOLES OF BROWARD INC	5,829.67
258571	10/28/2010	ST LUCIE BATTERY & TIRE CO	1,537.40
258572	10/28/2010	HOMELAND IRRIGATION	49.06
258573	10/28/2010	HILL MANUFACTURING CO INC	1,450.00
258574	10/28/2010	R & G SOD FARMS	133.00
258575	10/28/2010	GENERAL PART INC	3,080.98
258576	10/28/2010	GOODYEAR AUTO SERVICE CENTER	346.82
258577	10/28/2010	LESCO INC	93.70
258578	10/28/2010	BAKER & TAYLOR INC	6,559.01
258579	10/28/2010	MIDWEST TAPE	93.46
258580	10/28/2010	E-FILLIATE INC	17.26
258581	10/28/2010	E-FILLIATE INC	108.03
258582	10/28/2010	ARAMARK UNIFORM SERVICES	912.92
258583	10/28/2010	PRIZE POSSESSIONS	561.31
258584	10/28/2010	LOWES CO INC	2,044.66
258585	10/28/2010	SYSTEMATIC SERVICES INC	8,207.07
258586	10/28/2010	ODYSSEY MANUFACTURING CO	3,041.40
258587	10/28/2010	INDIAN RIVER COUNTY HEALTH DEPT	131.50
258588	10/28/2010	PALM TRUCK CENTERS INC	447.69
258589	10/28/2010	NORTRAX EQUIPMENT CO	1,276.54
258590	10/28/2010	THE PENWORTHY COMPANY	942.97
258591	10/28/2010	RELIABLE POLY JOHN	254.20
258592	10/28/2010	FLORIDA ASSOCIATION OF COUNTIES INC	14,349.00
258593	10/28/2010	SEBASTIAN OFFICE SUPPLY CO	254.10
258594	10/28/2010	SANDY PINES	399.00
258595	10/28/2010	ALL FLORIDA REALTY SERVICES INC	425.00
258596	10/28/2010	JERE L BAXTER	450.00
258597	10/28/2010	PAUL CARONE	499.00
258598	10/28/2010	GIFFORD GROVES LTD	640.00
258599	10/28/2010	ROBERT E GREENE	969.59
258600	10/28/2010	CREATIVE CHOICE HOMES XVI LTD	424.00
258601	10/28/2010	PING INC	296.44
258602	10/28/2010	INDIAN RIVER COUNTY HEALTH DEPT	48,338.00
258603	10/28/2010	INDIAN RIVER COUNTY	217,632.51
258604	10/28/2010	MEDICAL EXAMINERS OFFICE	26,134.66
258605	10/28/2010	VICTIM ASSISTANCE PROGRAM	4,031.25
258606	10/28/2010	ROGER J NICOSIA	1,500.00
258607	10/28/2010	CITY OF VERO BEACH	584.17
258608	10/28/2010	CITY OF VERO BEACH	1,877.66
258609	10/28/2010	CITY OF VERO BEACH	398.40
258610	10/28/2010	AT&T	7,596.86
258611	10/28/2010	AT&T	113.06
258612	10/28/2010	UNITED PARCEL SERVICE INC	8.43
258613	10/28/2010	INDIAN RIVER COUNTY SHERIFF	827.54
258614	10/28/2010	INDIAN RIVER COUNTY SHERIFF	595.00
258615	10/28/2010	NAN MCKAY AND ASSOCIATES INC	1,145.00
258616	10/28/2010	FLORIDA EAST COAST RAILWAY COMPANY	3,146.00
258617	10/28/2010	INDIAN RIVER STATE COLLEGE	200.00
258618	10/28/2010	WILBERT SHEPHARD	113.00
258619	10/28/2010	JANITORIAL DEPOT OF AMERICA INC	3,950.62
258620	10/28/2010	WAL MART	12.88
258621	10/28/2010	INDIAN RIVER COUNTY UTILITIES	559.50

CHECK NBR	CK DATE	VENDOR	AMOUNT
258622	10/28/2010	TOTAL TRUCK PARTS INC	1,682.17
258623	10/28/2010	ACUSHNET COMPANY	7,642.68
258624	10/28/2010	INTERNATIONAL GOLF MAINTENANCE	91,920.48
258625	10/28/2010	CULTURAL COUNCIL OF IRC	275.00
258626	10/28/2010	DUMONT COMPANY, INC	1,462.00
258627	10/28/2010	OFFICE DEPOT BSD CUSTOMER SVC	2,466.22
258628	10/28/2010	INDIAN RIVER HABITAT FOR HUMANITY	93.32
258629	10/28/2010	FEDERAL EXPRESS	286.82
258630	10/28/2010	DUNKELBERGER ENGINEERING & TESTING	796.50
258631	10/28/2010	COMO OIL COMPANY OF FLORIDA	2,273.25
258632	10/28/2010	DON LAWLESS	180.00
258633	10/28/2010	CITY OF SEBASTIAN	18,574.86
258634	10/28/2010	SPRINT SPECTRUM LP	294.31
258635	10/28/2010	JOHN KING	430.40
258636	10/28/2010	CORPORATION OF THE PRESIDING BISHOP	11.00
258637	10/28/2010	FLORIDA POWER AND LIGHT	120.71
258638	10/28/2010	FLORIDA POWER AND LIGHT	127,468.25
258639	10/28/2010	INDIAN RIVER COUNTY TAX COLLECTOR	129.10
258640	10/28/2010	STATE ATTORNEY	9,780.88
258641	10/28/2010	SUNSHINE STATE ONE CALL OF FL INC	1,206.23
258642	10/28/2010	FLORIDA DEPT OF ENVIRONMENTAL PROTECTION	3,000.00
258643	10/28/2010	FLORIDA DEPT OF ENVIRONMENTAL PROTECTION	420.00
258644	10/28/2010	COX GIFFORD SEAWINDS	300.00
258645	10/28/2010	GERALD A YOUNG SR	150.00
258646	10/28/2010	VENETIAN APARTMENTS OF VERO BEACH	599.00
258647	10/28/2010	HENRY SMITH	153.00
258648	10/28/2010	ALAN C KAUFFMANN	40.00
258649	10/28/2010	GENE MILES	60.00
258650	10/28/2010	PORT SUPPLY WEST MARINE	202.92
258651	10/28/2010	NAEMT/PHTLS	135.00
258652	10/28/2010	DOUBLETREE HOTEL	496.00
258653	10/28/2010	OSCEOLA COUNTY	9,623.26
258654	10/28/2010	WESTSIDE REPROGRAPHICS OF VERO BEACH INC	81.90
258655	10/28/2010	BLUE CROSS BLUE SHIELD	259.23
258656	10/28/2010	HAMPTON INN	410.00
258657	10/28/2010	ADVANCED XEROGRAPHICS IMAGING	1,939.72
258658	10/28/2010	LINDSEY GEIB	60.00
258659	10/28/2010	TIM GEIB	120.00
258660	10/28/2010	ROB SKOK	15.80
258661	10/28/2010	FLORIDA TODAY PAYMENT CENTER	117.24
258662	10/28/2010	PINNACLE GROVE LTD	588.00
258663	10/28/2010	DAVID J SPARKS	404.00
258664	10/28/2010	THOMPSON TRACTOR	601.34
258665	10/28/2010	SCHOOL DISTRICT OF I R COUNTY	1,298.06
258666	10/28/2010	MELISSA P ANDERSON	182.44
258667	10/28/2010	HABITAT FOR HUMANITY	64.44
258668	10/28/2010	RUSSELL PAYNE INC	682.48
258669	10/28/2010	FLAGLER CONSTRUCTION EQUIPMENT LLC	826.72
258670	10/28/2010	JOHN COLONTRELLE	618.00
258671	10/28/2010	JEAN PETERS	30.00
258672	10/28/2010	CINTAS CORPORATION NO 2	173.51
258673	10/28/2010	CINTAS CORPORATION NO 2	765.00
258674	10/28/2010	ARTHUR PRUETT	370.00
258675	10/28/2010	VAN WAL INC	10.00
258676	10/28/2010	POLYDYNE INC	2,507.00
258677	10/28/2010	COMPLETE CLEANING SERVICE	2,745.00
258678	10/28/2010	MANSFIELD INC	261.00
258679	10/28/2010	CYBULSKI, JOHN D & CHARLAINE	52.07
258680	10/28/2010	NEW WORLD SYSTEMS CORPORATION	25,344.00
258681	10/28/2010	CENTRAL PUMP & SUPPLY INC	1,263.29

CHECK NBR	CK DATE	VENDOR	AMOUNT
258682	10/28/2010	MARONDA HOMES	175.34
258683	10/28/2010	CAPITAL OFFICE PRODUCTS	1,419.49
258684	10/28/2010	WHISPERING PALMS MHC LLC	266.00
258685	10/28/2010	GLOVER OIL COMPANY INC	123,568.18
258686	10/28/2010	AMERICAN LIBRARY SALES	444.86
258687	10/28/2010	JOE RIVERA	60.00
258688	10/28/2010	DANE PFARR	160.00
258689	10/28/2010	COLLEGE POINT LLC	322.00
258690	10/28/2010	DAYSPRING	500.00
258691	10/28/2010	JOHN F BAER	26,530.00
258692	10/28/2010	OCE' NORTH AMERICA INC	6,890.64
258693	10/28/2010	HFB OF FLORIDA LLC	457.00
258694	10/28/2010	CECIL MERWIN	79.90
258695	10/28/2010	KENNY CAMPBELL JR	260.00
258696	10/28/2010	VELEZ, LIZ & DIEGO	1.58
258697	10/28/2010	JAN T MASON	491.00
258698	10/28/2010	CHRIS COFFEY	28.00
258699	10/28/2010	ZORC, JODI	59.70
258700	10/28/2010	JOHNNY B SMITH	153.00
258701	10/28/2010	WOOD, KIM & NATHAN	42.41
258702	10/28/2010	JMATT CONSTRUCTION SERVICES LLC	7,025.00
258703	10/28/2010	AWM CONSTRUCTION INC	113,187.25
258704	10/28/2010	CHARLES A WALKER	200.00
258705	10/28/2010	MARTHA CLEARY	600.00
258706	10/28/2010	GARY MONROE	500.00
258707	10/28/2010	CEMEX	320.15
258708	10/28/2010	REDLANDS CHRISTIAN MIGRANT ASSOC	1,494.25
258709	10/28/2010	GL HOMES BUILDING CORP	380.30
258710	10/28/2010	LEWIS, JASON & JILL	23.15
258711	10/28/2010	MONTANARO JR, JERRY J	33.69
258712	10/28/2010	ROBERTS, GEORGE	25.72
258713	10/28/2010	THOMPSON, KEITH & JODY	39.71
258714	10/28/2010	ROSS, JAMES	14.44
258715	10/28/2010	PACIFIC FINANCIAL LLC	45.50
258716	10/28/2010	CASSINARI, CHRIS	115.85
258717	10/28/2010	GLORIA CORSORO	600.00
258718	10/28/2010	DONNA AND JOHN ECK	42.51
258719	10/28/2010	STEVEN F BERNYK	1,509.00
258720	10/28/2010	STAUB, RICHARD	36.80
258721	10/28/2010	PATSY T G MOORE	492.82
258722	10/28/2010	MAGEE, JUDITH H	83.05
258723	10/28/2010	CALHOUN, RONNIE	2.97
258724	10/28/2010	VIRGINIA PINES	1,501.00
258725	10/28/2010	SANDPIPER APARTMENTS	743.00
258726	10/28/2010	TREASURE COAST FOOD BANK INC	41.98
258727	10/28/2010	DYER CHEVROLET	1,012.41
258728	10/28/2010	STEVEN R SMITH	5,988.37
258729	10/28/2010	FLEETBOSS G P S INC.	9,344.40
258730	10/28/2010	L&L DISTRIBUTORS	242.56
258731	10/28/2010	JESSE VIOLANTE TRUCKING INC	9,447.62
258732	10/28/2010	PAULA WHIDDON	486.00
258733	10/28/2010	COURTYARD VILLAS OF VERO LLC	408.00
258734	10/28/2010	WILLIAM BOLTON	30.00
258735	10/28/2010	HOYT C MURPHY INC REAL ESTATE	490.00
258736	10/28/2010	SABONJOHN, MICHAEL	46.16
258737	10/28/2010	GATOR INVESTMENTS	714.00
258738	10/28/2010	SHELBY HOMES AT MILLSTONE INC	97.63
258739	10/28/2010	DI VOSTA HOMES L P	80.28
258740	10/28/2010	WORKERS TEMPORARY STAFFING INC	15,476.20
258741	10/28/2010	CENTEX HOMES SE FLORIDA	35.11

CHECK NBR	CK DATE	VENDOR	AMOUNT
258742	10/28/2010	SANDY ARACENA	60.00
258743	10/28/2010	AKEY, HEATHER & MICHAEL	35.00
258744	10/28/2010	FLORIDA TESTING SERVICES LLC	3,161.75
258745	10/28/2010	CON-AIR INDUSTRIES INC	69.48
258746	10/28/2010	MICHAEL O'LEARY	460.00
258747	10/28/2010	THATCHER CHEMICAL OF FLORIDA	3,802.83
258748	10/28/2010	NEWSWEEK	39.96
258749	10/28/2010	PASSAGE ISLAND HOMES INC	90.61
258750	10/28/2010	GARRETT SMITH	153.00
258751	10/28/2010	AMERITREND HOMES	592.15
258752	10/28/2010	S & S AUTO PARTS	1,581.04
258753	10/28/2010	HERAN, DEAN	20.74
258754	10/28/2010	DAVID WALSH & ASSOC	1,180.00
258755	10/28/2010	BRADLEY WAGNER	750.00
258756	10/28/2010	MOYNA PROPERTIES, INC	73.58
258757	10/28/2010	NIC MANAGEMENT LLC	40.54
258758	10/28/2010	MACKEY, SHARON	8.70
258759	10/28/2010	EAST COAST ANIMAL MEDICAL CENTER	28.00
258760	10/28/2010	LEBOURDAIS, RAY	20.96
258761	10/28/2010	CAMINO REAL TOWING INC	23.48
258762	10/28/2010	EAST COAST WELL DRILLING INC	985.00
258763	10/28/2010	D J P GENERAL CONTRACTING SERVICES INC	6,990.00
258764	10/28/2010	HIDDEN HARBOUR CARDS & GIFTS	59.96
258765	10/28/2010	BURT CASWELL	60.00
258766	10/28/2010	FLORIDA PROPERTIES OF FORT PIERCE LLC	221.71
258767	10/28/2010	MELLON	410.00
258768	10/28/2010	REAL HOME SERVICES & SOLUTIONS	22.93
258769	10/28/2010	MORNAN, CHRISTINE	23.15
258770	10/28/2010	COVEY, MALCOLM	36.16
258771	10/28/2010	DU PONT, ARITA	31.75
258772	10/28/2010	VAN STEEN, FERDINAND	19.58
258773	10/28/2010	PARIS, ERIC	37.12
258774	10/28/2010	NORRIS, LATASHA	74.41
258775	10/28/2010	SUTHERLAND, HEIDI	22.90
258776	10/28/2010	O CONNELL, GEORGE & PATRICIA	70.89
258777	10/28/2010	MARVIN, REGINA	27.50
258778	10/28/2010	BLEVINS, NENITA	30.85
258779	10/28/2010	LUIS, ALBERTO	86.38
258780	10/28/2010	LEHMANN, GERHARD	28.32
258781	10/28/2010	SCHMIDT, HEATHER	33.41
258782	10/28/2010	TREASURE COAST HOMELESS SERVICES COUNCIL	24.68
258783	10/28/2010	SNELLMAN, DEBBIE	217.65
258784	10/28/2010	DEUTSCHE BANK NATIONAL TRUST CO	13.28
258785	10/28/2010	KOLAR, TAMERA	25.44
258786	10/28/2010	WILES, MITZIE	32.66
258787	10/28/2010	KERPERIEN, RANDY	72.32
258788	10/28/2010	DITCHDIGGERS INC	313.69
258789	10/28/2010	RAYMOND, A A	1.74
258790	10/28/2010	UFRET, MARIA A	10.88
258791	10/28/2010	SHERMAN, KRISTEN	12.02
258792	10/28/2010	KHAIL, NOAH	26.70
258793	10/28/2010	FINNERTY, T J	13.56
258794	10/28/2010	DE SOUZA, MEGAN	33.41
258795	10/28/2010	WILKERSON, CANIERIA	16.47
258796	10/28/2010	GARCIA, SOFIA	24.42
258797	10/28/2010	BROWNING, MARYELIN	80.76
258798	10/28/2010	JANUSZKA, PETER E.	37.55
258799	10/28/2010	BAKER, MARGUERITE	28.28
258800	10/28/2010	BEAL, LORRAINE M	21.62
258801	10/28/2010	NATHAN, JUNE D	66.40

CHECK NBR	CK DATE	VENDOR	AMOUNT
258802	10/28/2010	COLLINS, LOIS A	74.62
258803	10/28/2010	NGUYEN, MICHAEL	11.87
258804	10/28/2010	O NEAL, ALNETRA	18.99
258805	10/28/2010	BEGGS, DANIELLE	69.35
258806	10/28/2010	HALL, MARIE	47.81
258807	10/28/2010	HUTCHINSON, BETH & CHARLES	28.28
258808	10/28/2010	BERARDI, PAULINE	51.90
258809	10/28/2010	WARREN, MIKE	27.63
258810	10/28/2010	SMITH, CHRISTINE M	72.96
258811	10/28/2010	CAMPIONE, JOHN J	62.86
258812	10/28/2010	BOULARD, CAROLE	54.27
258813	10/28/2010	ERNESTINE D KELLY	500.00
258814	10/28/2010	TAMPA BAY LIBRARY CONSORTIUM	600.00
258815	10/28/2010	GIAMBANCO, CROCE	69.18
258816	10/28/2010	TAYLOR, MARK & KATRINA	30.85
258817	10/28/2010	MAHR, GEORGE W	15.48
258818	10/28/2010	BRENT, MOLLY P	43.39
258819	10/28/2010	PATTON, KENNITH	61.03
258820	10/28/2010	DORN, MONICA	29.89
258821	10/28/2010	ROYALS, QUINTON R	18.40
258822	10/28/2010	SEEMAN, HELEN	46.16
258823	10/28/2010	HODGES, JOHN	78.62
258824	10/28/2010	WALLACE, CAROLYN	61.03
258825	10/28/2010	GANDY, JUANITA	24.72
258826	10/28/2010	MEADOWS, MICHAEL	31.90
258827	10/28/2010	EDGERLY, WILLIAM S	69.02
258828	10/28/2010	JUNCO'S RACING GROUP LLC	62.11
258829	10/28/2010	WEBSTER, DEBRA	26.74
258830	10/28/2010	BENISSE, OMANES	49.84
258831	10/28/2010	LOCKHART, JOHNNIE	24.84
258832	10/28/2010	FOUNTAINHEAD GARDEN VILLAS	45.23
258833	10/28/2010	JOHNSON, ROBERT L & SUSAN D	42.28
258834	10/28/2010	MASI, CATHERINE T	63.82
258835	10/28/2010	MULANAX, RICHARD B	77.85
258836	10/28/2010	DEUTSCHE BANK	24.99
258837	10/28/2010	DE LUKE, XIOMARA	40.70
258838	10/28/2010	ENGLISH, PAULA	36.06
258839	10/28/2010	SEALD SWEET LLC	38.76
258840	10/28/2010	DE RUGERIS, JOHN A	63.65
258841	10/28/2010	MOHAMMED, CAMELIA	52.00
258842	10/28/2010	BIVENS, DAVID	3.92
258843	10/28/2010	FLEMING, LISA	50.67
258844	10/28/2010	KASSIN, AUTUMN	15.02
258845	10/28/2010	BENDER, RAYMOND & PAMELA	312.78
258846	10/28/2010	MARTIN, TODD	31.71
258847	10/28/2010	CASKEY, JODEE & TOM	27.20
258848	10/28/2010	REASON, LAWANDA	43.29
258849	10/28/2010	JJJ SWEETS INC	62.86
258850	10/28/2010	FLORES JR, ROGELIO	109.47
258851	10/28/2010	CREELMAN, SHANNON	18.86
258852	10/28/2010	GELESKY, JENNIFER	11.26
258853	10/28/2010	BARDTKE, GERD	17.55
258854	10/28/2010	MEHIEL, CHRIS	64.53
258855	10/28/2010	BARBIERI, EVELINA	6.66
258856	10/28/2010	STRUNK, KEVIN & CAROL	56.63
258857	10/28/2010	CARRILLO, JUAN PABLO	10.31
258858	10/28/2010	HIGGINS, DALE	2.71
258859	10/28/2010	LESERRA, LYNN M	225.19
258860	10/28/2010	KANE, STEPHEN	43.43
258861	10/28/2010	GARNER, CYNTHIA	66.41

CHECK NBR	CK DATE	VENDOR	AMOUNT
258862	10/28/2010	MOSEL, AMANDA	27.99
258863	10/28/2010	UROLOGY ASSOC OF VERO BEACH LLC	30.03
258864	10/28/2010	SAHATJIAN, JOHN	19.42
258865	10/28/2010	R.K. CONTRACTORS INC	328.16
258866	10/28/2010	CAPDEVILA, ERNESTO FIDDES	83.05
258867	10/28/2010	HILL, SHANICE	18.46
258868	10/28/2010	GILLES, MARANATHA J.	7.68
258869	10/28/2010	VALLEJOS, RICARDO	36.27
258870	10/28/2010	HOWELL, CORY J.	18.22
258871	10/28/2010	GEIGER, BEVERLY	67.46
258872	10/28/2010	NEGRON, EDWIN & WANDA	13.26
258873	10/28/2010	SCHWEIGER, CYNTHIA & ROBERT	66.80
258874	10/28/2010	GRACE, EMMA J	6.66
258875	10/28/2010	PEREZ, AMANDA	40.41
258876	10/28/2010	NEUBERGER, CHARLES	18.64
258877	10/28/2010	MILEWSKI, KAREN S.	19.24
258878	10/28/2010	DAVID MCCOY	16.65
258879	10/28/2010	ERNIE HENZLER	40.00
258880	10/28/2010	JAMES W DAVIS	479.00
258881	10/28/2010	CAL INVESTMENTS OF VERO BEACH LLP	685.00
258882	10/28/2010	RIVER CLUB POA	2,687.43
Grand Total:			**1,800,641.21**

9B-3, 4, 5, + 6

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Pilar Turner
Vice Mayor

DATE: November 9, 2010

SUBJECT: Agenda Items – November 16, 2010 City Council Meeting

1) Request Monthly Financial Reports

I would like to request reports for General Funds and all Enterprise Funds to be distributed to City Council.

2) Quarterly Financial Reviews

I would like to request quarterly financial reviews be scheduled.

3) Ordinances must have a statement of financial impact

Ordinances must have a statement of financial impact. The amount of financial support should be proportional to the issue at hand (see attachment).

4. Request (10) Ten year Proforma Statements for Water and Sewer

One set with current rates noted by the last Council and one set with consultant's rates. Show capital and maintenance assumptions.

PT/tv

DRAFT

FINANCIAL IMPACT

Originator: _____

Date: _____

Description: _____
_____
_____
_____

Total Cost: $_____

Included in 10-11 Budget _____ yes _____ no $_____

Any cost in Future Budget Years yes _____ no _____ $_____

Sufficient Funds in Budget to Cover Total Project: yes_____ no_____

If not, how will it be funded? _____

Maintenance Costs: _____

Operating Costs: _____

Are Maintenance Operating Costs Included in the Budget? yes_____ no_____

If not, how will it be funded? _____

Impact on Taxpayer/Ratepayer? _____

Schedule Start: _____

Duration: _____

Completion Date: _____

Penalties? _____

Risks? _____

Contract Terms Reviewed: yes_____ no_____

Reviewed, Approved, and Recommend by? _____

Department Head: _____

Finance Director: _____

City Attorney: _____

City Manager: _____

9B-7)

Request of **Resolution** to create

City of VB Youth Advisory Board

The Youth Advisory Board will meet monthly or by special call of the City Council to discuss and provide recommendations of items of importance to our City concerning our youth and young families.

Goals of the Board:

Primary Goal: The Board will discuss the impacts on our City youth on matters involving recreation, marine, traffic around school and parks, community events with City participation, and the welfare and safety of children.

Secondary Goals:

The members will also serve as liaisons to their schools and community organizations of City events geared toward youth activities.

The Board will request Mayor and Board participation at school and community activities in order to teach our children the value of public service.

Term of office:

Adults will be selected for a four year term, as per the City ordinance and, to the extent practicable, at least 2 members shall be residents of the city.
In an effort to offer the experience of public service to a greater pool of candidates, students selected for the Board or as alternates may serve only a one year term on the Advisory Board. All student appointees must reside in the City of Vero Beach.

Number of Members:

7 and 3 alternates

Composition of the Youth Advisory Board

3 City resident high school students appointed in August of their 10th or 11th grade to a one year term

Ideally, selections would be 1 current VBHS student, 1 current private school student and 1 current other public (Charter, SRHS, FL. Virtual school, homeschool)

1 full time local college student, City resident, no more than 20 years old at appointment for one year term

3 adults appointed for a four year term:

Ideally, selections would include:

1 current elementary or middle school teacher of 5+ years in IRC

1 current adult volunteer of 3+ years in area non-profits or agencies for youth issues (GS, BS, B&G Club, Youth Guidance, Childcare Resources, Youth Sailing, Homeless Family Center, etc.)

1 Custodial Parent of an infant or child under the age of five at appointment

Three alternates will be selected, as follows:

2 student alternates, in local high school, grades 10-12, appointed in August for one year terms

1 adult alternate (a custodial parent of at least one school age student at local schools or an adult with a current role or job in youth activities with city children)

Advertisement for Advisory Board selection will take place in November, with interviews in December to be placed on the first City Council meeting of January.

The Board will take office in January, 2011.

2 adult board members will be selected for a four year term, and one for a two year term initially.

Tracy Carroll

City Council

Student Application

Name:

Date of birth:

Circle one
Fresh Soph
Jr. Sr.

Circle one
Female Male

Parent Name:

School:

GPA weighted:

Home Address:

Tele # s: Home Mobil Parent mobile

City Resident: Y N

E-mail :

Describe briefly what you can offer to the City of Vero Beach City Council / why pick you?

List your leadership activities during High School:

Do you belong to a school Service Club and why?

What non-school activities are you involved in?

Favorite community service project you have ever worked on:

What are your career/college goals?

Advisory Board meetings will take place at 4 pm once a month. Do you have transportation from school to City Hall?

Student Signature _____ Date _____ Parent Signature _____

I affirm that my student under the age of 18 may participate in the selection process and if selected may serve a one year term to the City of Vero Beach Advisory Board.

Backup material

CITY ORDINANCES

Sec. 2-101. General provisions.
The city council may establish commissions and boards to advise the city council with respect to certain matters coming before the city council. Commissions that only give advice to the city council are designated "advisory". Boards that take governmental action and give advice to the city council are designated "regulatory". Boards that are created and operate strictly pursuant to Florida Statute are designated "statutory." All future advisory commissions and regulatory boards shall be created by resolution instead of by ordinance. The city clerk shall keep a binder containing copies of all resolutions creating current and future advisory commissions and regulatory boards, and all past historical ordinances creating advisory commissions and regulatory boards, including a current roster of their membership.
(Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-102. Term, reappointment and vacancies.
Unless otherwise provided by state law, the Charter or this Code, the regular term of office shall be four years, although members may continue to serve until their successors are appointed. Members may be reappointed. Vacancies shall be filled for the unexpired term.
(Code 1982, § 4.01(a); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-103. Alternate members.
Each commission and board shall have at least one alternate member who shall be appointed in the month designated for appointment to that commission or board. Alternate members shall be interviewed for this position when they are first appointed. The alternate member shall sit on the commission or board in the absence of any regular member or members and shall be appointed as a regular member when a position becomes available.
(Code 1982, § 4.01(b); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-12, § 1, 2-4-2003; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2006-06, § 1, 5-16-2006)

Sec. 2-104. Number of members.
The planning and zoning board shall have nine members; the recreation commission, the board of adjustment, the board of building appeals, the finance commission and the utilities commission shall each have seven members; and all other commissions and boards shall each have five members, unless designated otherwise.
(Code 1982, § 4.01(c); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2007-05, § 1, 2-20-2007)

Sec. 2-105. Appointment dates.
(a) Appointment dates for boards and commissions shall be as follows:
TABLE INSET:

Commission or board	15th of the month
Finance commission	May

Architectural review commission	June
Historical preservation commission	June
Tree and beautification commission	June
Utilities commission	June
Board of building appeals	June
Veterans Island Memorial Sanctuary Committee	June
Marine commission	October
Planning and zoning board	October
Airport commission	November
Recreation commission	November
Board of adjustment	November
Fire pension board	January
Police pension board	April

(b) The present term of all commission and board members in office at the time of adoption of the ordinance from which this section is derived shall expire at the normal expiration date as established by prior ordinance. The initial term of future commission and board members may be extended or shortened, and the normal appointment terms of four years may be shortened, to coincide with appointment dates as set forth in this section by the council.
(c) At the time a new commission or board having five members is created, the council shall appoint as follows:
(1) One member shall initially be appointed for a term of two years;
(2) One member shall initially be appointed for a term of three years;
(3) Three members shall initially be appointed and each member thereafter shall be appointed for terms of four years; and
(4) Council shall appoint two members to the fire pension board and police pension board every two years. The other members of these boards are chosen according to F.S. chs. 175 and 185.
(d) At the time a new commission or board having seven members is created, the council shall appoint as follows:
(1) One member shall initially be appointed for a term of two years;
(2) Three members shall initially be appointed for terms of three years; and
(3) Three members shall initially be appointed and each member thereafter shall be appointed for terms of four years.
(Code 1982, § 4.01(d); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-05, § 1, 1-21-2003; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2008-18, § 1, 10-7-2008)

Sec. 2-106. Removal.
Members shall serve at the pleasure of the city council and may be removed from office by the majority vote of the full council. The chair of the board or commission is responsible for reporting to the city clerk any member's failure to meet attendance requirements, inability to serve because of a long-term illness or health problem lasting for a year or more and inability or refusal to work in a cooperative manner with fellow board and commission members and city staff. The city clerk shall then relay the report to the city council for appropriate action.
(Code 1982, § 4.01(e); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, §

2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-107. Absence of members.
(a) Absence of any member or alternate member from two consecutive meetings or more than 25 percent of the scheduled meetings within one year, without approval of the commission or board, shall constitute an abandonment of the office by such member.
(b) A member's absence from a meeting can be considered as an excused absence only if the member has notified the city clerk's office at least two hours in advance of the scheduled meeting. Should a member miss two or more consecutive meetings or more than 25 percent of the scheduled meetings within one year without approval of the board or commission, the city clerk shall relay that information to the city council for appropriate action.
(c) A member of a commission or board will be considered absent if not present at the time the meeting commences, unless such absence is with the approval of the commission or board. An alternate who has been seated at the commencement of a meeting due to the absence of the member may not be removed during the meeting, but shall instead sit in the place of the regular member for the duration of that meeting. A tardy member may not be seated after the meeting begins unless other regular members are absent.
(Code 1982, § 4.01(f); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-108. Advisory capacity; formal annual report on recommendations to the city council; procedures for submission of reports to the city council.
(a) Commissions and boards shall act only in an advisory capacity to the city council except as otherwise provided.
(b) Pursuant to the procedure outlined in subsection (c), below, each commission and board shall submit to the city council annually, by the end of the calendar year, a formal written report summarizing commission or board concerns, recommendations, or other information pertinent to the commission or board's purpose. Additional advisory reports determined necessary by each commission or board may be submitted to the city council at anytime throughout the year, pursuant to the procedure outlined in (c), below.
(c) The required annual report to the city council by each commission and board, and additional advisory reports, shall be submitted to the city council by each commission and board after discussion by the commission and board members and a formal vote taken pursuant to section 2-114. This provision is not intended to prevent input to the city council from individual commission or board members speaking on behalf of themselves.
(Code 1982, § 4.01(g); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-109. Compensation.
Members of commissions or boards shall receive no salary, but the city council may make provision for the payment of any expenses necessary to the proper functioning of the commission or board.
(Code 1982, § 4.01(h); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-110. Meetings.

All meetings shall be given public notice by the city clerk, shall be open to the public, and shall generally be held in the city hall. Unless provided otherwise, the city clerk shall act as secretary of all commissions and boards and shall keep minutes and a permanent record of their proceedings. A copy of the minutes shall be forwarded by the city clerk to the city council. All commissions and boards shall meet whenever necessary, at the call of the chair, or as directed by council.
(Code 1982, § 4.01(i); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-06, § 1, 1-21-2003; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-111. Election of officers.
Beginning in November of 2008, each commission and board shall elect a chair and a vice-chair annually in the month of November, or at its next meeting if no meeting is held in November. The chairs and vice-chairs of each commission and board elected in March of 2007 shall continue in office until the November 2008 election.
(Code 1982, § 4.01(j); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2007-21, § 4, 10-2-2007)

Sec. 2-112. Rules of procedure.
Each commission and board shall follow such appropriate rules of procedure as are set forth by this Code for the city council.
(Code 1982, § 4.01(k); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-113. Quorum.
A majority of members of any commission or board shall constitute a quorum.
(Code 1982, § 4.01(l); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-114. Commission or board action.
Any matter, motion, or application before any commission or board with five members must receive the affirmative vote of at least three members for passage. Any matter, motion, or application before any commission or board with more than five members must receive the affirmative vote of at least four members and a majority of those present for passage. Any matter, motion, or application which is voted for approval on and which receives less than the number of votes required for passage shall be deemed to have been denied.
(Code 1982, § 4.01(m); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-115. Appointment of resident and nonresident members.

Unless provided otherwise by this Code, a majority of members of each commission or board shall be residents of the city.
(Code 1982, § 4.01(n); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-116. Applicants for commission or board seats.
All applicants for appointment to all boards and commissions shall submit a fully completed application to the city clerk listing their qualifications, areas of interest, current residence address and telephone number. Applicants shall make themselves available to city council members for personal interviews prior to appointment. Each commission or board chair who has one or more member seeking reappointment will be responsible for submitting to the city clerk the names of those wishing to be reappointed, statistics detailing the individual's attendance records, including the number of excused absences during the past 12-month period, and may make a statement as to whether or not the chair considers the individual warrants being reappointed. Anyone applying to be on one of the commissions or boards must have lived in the county for at least one year. The city council shall consider the knowledge, relevant experience and education of the applicant in its appointments. Appointments to the code enforcement board shall not have had an adverse finding from such board for a period of one year prior to appointment. No person serving as a commission or board member may simultaneously serve as an advisory board member or elected official of any other local government unless approved by council.
(Code 1982, § 4.01(o); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-17, § 1, 4-15-2003; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-117. City attorney's annual meeting.
The city attorney, with the assistance of the charter officers, shall host a meeting one time each year for the purpose of briefing commission and board members on their purpose and duties, procedures, and legal requirements. All current commission and board members are encouraged to attend. All newly appointed persons who have never been briefed on duties, procedures, and legal requirements shall attend.
(Code 1982, § 4.01(p); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-118. Legal advice.
The city attorney shall provide legal advice and assistance to each commission or board upon the request of its chair.
(Code 1982, § 4.01(q); Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 84-13, § 1, 6-5-1984; Ord. No. 85-13, § 2, 5-21-1985; Ord. No. 86-25, § 1, 8-19-1986; Ord. No. 87-59, §§ 1, 2, 8-18-1987; Ord. No. 88-06, § 2, 2-16-1988; Ord. No. 88-31, § 1, 9-6-1988; Ord. No. 92-25, § 2, 8-18-1992; Ord. No. 93-32, §§ 2, 3, 11-16-1993; Ord. No. 94-14, § 2, 10-18-1994; Ord. No. 96-08, § 2, 8-20-1996; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 99-01, § 2, 1-5-1999; Ord. No. 2003-36, § 1, 11-18-2003)

Sec. 2-119. Title and purpose of advisory commissions.
(a) *Airport commission.* The purpose of the airport commission shall be to recommend measures to the city council in all phases of aviation and airport matters relating to the Vero Beach Municipal Airport. To the extent practicable, at least three members of the airport commission shall be residents of the city.

(b) *Finance commission.* The purpose of the finance commission shall be to recommend measures to the city council in financial matters affecting the city, including selection of an accounting firm, selection of bond counsel, and review of investments. All members of the finance commission shall be residents of the city.
(c) *Marine commission.* The purpose of the marine commission shall be to recommend measures to the city council in all phases of marine activities affecting the city. To the extent practicable, at least three members of the marine commission shall be residents of the city.
(d) *Recreation commission.* The recreation commission shall advise the city council with regard to matters pertaining to recreational activities affecting the city and meet routinely with a similar county recreation commission to coordinate efforts. The recreation commission shall be composed of seven members and, to the extent practicable, at least four members shall be residents of the city.
(e) *Tree and beautification commission.* The tree and beautification commission shall be composed of five voting members and three nonvoting members. At least one member of the nurserymen's association and one member of garden circles shall be voting members of the tree and beautification commission. The three nonvoting members shall be the director of planning, director of public works and engineering, and director of recreation, or their designee. The tree and beautification commission shall fulfill the following functions:
(1) Advise city council on all matters concerning trees and the beautification needs of the city;
(2) Recommend action necessary and desirable to maintain the city as a member in good standing of "Tree City, U.S.A.", and
(3) Hear and decide all applications for trees planted in honor of individuals, groups and/or organizations and dedicated to the city (hereinafter referred to as "dedication trees") within the city and monitor the planting of approved dedication trees.
a. The tree and beautification commission shall produce a list of species and specifications of suitable and desirable trees, types and specifications of memorials and/or plaques and related materials and planting methods that shall be utilized for dedication trees with associated estimated fees to accomplish such tree dedication. This list, to be known as the dedication tree's specifications andfees list, shall be considered and adopted by resolution of city council and may be changed from time to time by city council. The dedication tree's specifications and fees list shall also prescribe the tree dedication application fee.
b. The city manager, or his designee, shall accomplish all purchasing, planting and maintaining of approved dedications submitted to the tree and beautification commission.
c. Applications for dedication trees shall be filed with the department of public works and engineering in accordance with the procedures and fees set forth in the dedication tree's specifications and fees list.
(4) Advise the city council regarding beautification and the preservation of natural beauty in the city.
(f) *Utilities commission.* The purpose of the utilities commission shall be to recommend measures to the city council in all phases of the operation and management of the city's utilities. As long as the Town of Indian River Shores receives utility services from the City of Vero Beach under a franchise, at least one member of the utilities commission shall be a resident of the Town of Indian River Shores. To the extent practicable, at least three members shall be residents of the city.
(g) *Veterans Memorial Island Sanctuary Advisory Committee.* The purpose of the Veterans Memorial Island Sanctuary Advisory Committee is to review documentation for memorials proposed to be constructed on the island, and to make recommendations to the city council. The committee shall also consider and advise the city council on such other matters as may be referred to the committee by the city council. The committee shall be composed of five members, one each from the Veterans Service Office and the Veterans Council of Indian River County, and three civilian members to be nominated by the city council.
(h) *Architectural review commission.* The purpose of the architectural review commission is to provide guidance and recommendations on the quality of architecture and urban design to work toward preserving and enhancing the city's unique character and attributes as outlined in the city comprehensive plan, vision plan, and other district and small area plans as may be adopted by the city council, as more fully provided in Chapter 77 of this Code. The commission shall also consider and advise the city council on such other matters as may be referred to the commission by the city council. The commission shall be composed of seven members with an additional two members as alternates. The members and alternates shall be architects, engineers, or landscape architects, or have related training or experience. A majority of the commission shall be city residents, or those who own real

property or work in the city. There shall be no meeting without at least one member of the quorum being an architect.
(Code 1982, § 4.02; Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 83-21, § 1, 10-18-1983; Ord. No. 86-25, § 2, 8-19-1986; Ord. No. 87-59, § 3, 8-18-1987; Ord. No. 88-06, § 3, 2-16-1988; Ord. No. 92-25, § 1, 8-18-1992; Ord. No. 93-32, § 4, 11-16-1993; Ord. No. 94-01, § 3, 2-15-1994; Ord. No. 94-14, § 3, 10-18-1994; Ord. No. 95-03, § 2, 2-7-1995; Ord. No. 96-18, § 2, 11-15-1996; Ord. No. 00-25, § 1, 10-17-2000; Ord. No. 2003-05, § 2, 1-21-2003; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2008-18, § 1, 10-7-2008; Ord. No. 2010-01, § 1, 1-5-2010)

CENCUS DATA: http://censtats.census.gov/data/FL/1601274150.pdf

- 2000 Cencus data shows CofVB residents: 17,700
- 17.8% under the age of 19
- 19.6% of all household have a child under 18
- 28.6 percent of the population is aged 20 to 44, the most likely to have children at home
- Over 45% of our population is under 45, we are not just a city of retirees!

9B-8,9,10

Ms. Tammy Vock

Vero Beach City Clerk

Agenda items For Craig Fletcher

CITY CLERK'S OFFICE

1. A discussion of the "Selling" of the Vero Beach, "Electric Utilities."

<u>Back-up thoughts</u>

The first thing that must be done is for the City council to take a vote to "SELL" the utilities.

This is what is known a "setting" policy. This is the manner the council controls the actions of the City as a Corporation.

Council sets "policy," the policy is to be implemented by the charter officers. From the vote to SELL the utilities the charter officers now must set their policy for staff to implement planning to sell, not salvage the utilities.

General points.

The scale-of economy for such a small facility will never be efficient enough to compete with main stream electric production.

The power plant may be of some use to a buyer but the property should not be sold but leased to the buyer. This will bring a steady stream of revenue back into the general fund.

If the plant is not an economically viable business the unit could be sold, literally at whatever the going price of scrap iron is and the units sold for any market price available.

Do "NOT" sell the property! Even if we were to get twenty or thirty million dollars for the site any City council would find it impossible to resist spending the funds for some short term issue.

The waterfront property is worth a fortune as a marina and or dry boat storage in the existing building or any number of other commercial viable businesses. This business again would bring in a steady flow of money to the general fund thru a long term lease.

The Transmission & Distribution, (T&D), section of the utilities department has a great deal of value.

Whoever buys the system they will need the facilities equipment and the personnel to operate the system.

The facilities are the property of the City and will again bring in revenue to the city through a long term lease and should be defined in the contract.

The inventory, trucks etc all have a strong market value.

The maintenance system is valuable department that will be kept.

FP&L can absorb the personnel as part of the contract along with their wages, and what I call "legacy" cost such as retirement, medical, vacation etc.

This again will relieve the City budget of a very large reoccurring overhead that will relieve pressure on the budget.

All of this will have to be settled in the contract negotiations.

This is where there must be a lead agent/agency to handle negations.

The City is now advertising for a new Power Plant Manager and this is simply absurd. No one of any real long time interest is going to take the job.

We should hire a contract engineer to lead the sale of the Utilities as a unit.

No more than five (5) people on the committee!

No one should talk to FP&L or any other buyer than the five members of this committee.

The Mayor, County Commission members, individual members of the City council meeting with a potential buyer is unrealistic.

This is a business and the past three city Councils have demonstrated their appalling inability to deal with this as anything other than a passing interest.

2. A discussion by Mr. Vitunic on the status or the consultant Ms. ???? of Boston Mass. the City hired as a utilities contract specialist.

Is there still an outstanding billing / invoices due to her and how much $ is owed.

What is the current status of the OUC contract NEGOATIONS if any?

3. A discussion by the City Manager, or his agent of the "condition of the power plant, combined cycle units especially.