CITY OF VERO BEACH, FLORIDA
DECEMBER 21, 2010 9:30 A.M.
SPECIAL CALL CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

A G E N D A

1. CALL TO ORDER

A. Roll Call
B. Pledge of Allegiance

2. PRELIMINARY MATTERS

A. Adoption of Consent Agenda

1. Roof Work to Support Unit 5 Superheater Tube Replacement – Requested by Interim City Manager
2. Bay Drive and River Drive Bridge Replacements – Recommendation of Project Acceptance and Final Payment – City of Vero Beach Project No. 2005-24 – Requested by Interim City Manager

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

A) An Ordinance of the City of Vero Beach, Florida, requested by St. Edward's School, Inc., to amend the Comprehensive Plan Future Land Use Map by changing the Land Use Designation from GU, Government/Institutional/Public Use (0 Units per acre) to RL, Residential Low (up to 6 units per acre) for the property located on the West side of Club Drive, South of Bay Oak Lane, including a portion of Government Lot 3, Riomar Subdivision, containing 5.74 acres, more or less; and providing for an Effective date. – Requested by Interim City Manager

B) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Comprehensive Plan's Capital Improvements Element; providing for conflict and severability; and providing for an Effective date. – Requested by Interim City Manager

4. CITY MANAGER'S MATTERS

1. Land Swap with Indian River County – Requested by Interim City Manager

2. Amendments to the Clean Water and Drinking Water State Revolving Fund Loans (SRF) – Requested by Interim City Manager

5. ADJOURNMENT

At this time Council will adjourn the Special Call meeting and Discuss Items on the Workshop Agenda.

CITY COUNCIL WORKSHOP MEETING
TUESDAY, DECEMBER 21, 2010
CITY HALL COUNCIL CHAMBERS, VERO BEACH, FLORIDA

ITEMS FOR DISCUSSION:

1. City Advisory Boards/Commissions – Requested by Vice Mayor Pilar Turner and Councilmember Tracy Carroll
2. FPL Report – Requested by Councilmember Brian Heady
3. Sports Village financial analysis – Requested by Councilmember Brian Heady
4. Parking possibilities in downtown – Requested by Councilmember Brian Heady
5. Further discussion of reception area City Hall – Requested by Councilmember Brian Heady
6. Progress on updating restriction for vehicles allowed in residential neighborhoods Requested by Councilmember Brian Heady
7. Update on noise regulations near residential neighborhoods – Requested by Councilmember Brian Heady
8. OUC Contract – Requested by Councilmember Brian Heady
9. Progress on Reconstituting Finance Committee – Requested by Councilmember Brian Heady
10. Change time of Council meeting – Requested by Councilmember Brian Heady
11. Debit Card – Requested by Councilmember Brian Heady

ADJOURN WORKSHOP

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
DECEMBER 21, 2010 9:30 A.M.
SPECIAL CALL 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; Charles Vitunac, City Attorney and Tammy Vock, City Clerk

B. Pledge of Allegiance

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

2. PRELIMINARY MATTERS

A) PUBLIC COMMENT

Dr. Stephen Faherty read a prepared statement (please see attached).

Mrs. Carroll commented that the OUC contract requires the City to do whatever they tell them to do in terms of improvements to the Power Plant. She asked Dr. Faherty to talk a little bit about that. She was surprised that these requirements were in the contract.

Dr. Faherty explained that there is a requirement that a two year notice be given if the City wants to replace or add on to the land. The contract states that this would be negotiated between the City and OUC. He felt that OUC was in a good position to negotiate and it would be the ratepayers who would bear the cost.

Mrs. Carroll asked if they were told that they had to replace Units 1 and 2, would they have to do that at their own cost.

Dr. Faherty explained they could say no, but then they would have to negotiate. The way he reads the contract is that it is heavily tilted to the ratepayers paying the cost.

Mr. Heady commented that in terms of supporting Representative Mayfield's legislation, when they get to the part of adopting the agenda for this meeting, he is going to add that item to the agenda. He recalled at the last meeting that several Councilmembers acknowledged that they supported it, but didn't want to do it in a formal way. He felt that if they are going to support something then it should be done in a formal way.

Mr. Heady recalled that there was a vote on selling the electric utility and it passed 4-1. He was the no vote and it was mentioned in one of the local newspapers that he was "backtracking." One of the reasons that he voted no was because it was an open ended sale and could have been construed as a sale to OUC. He would not be in favor of a sell to OUC because of all the reasons that Dr. Faherty pointed out. Dr. Faherty mentioned the terms of the OUC contract. He (Mr. Heady) asked for and had delivered to Council the contract that was on the floor on April 7th and that contract is clearly different than the one that is attached to the signature page. At that time Mayor Tom White signed the contract and the City Attorney said that Council was not told of any changes when they voted for the contract. He said if you look at the document that is attached to the signature page in the City files you will find a very different contract. He said that OUC essentially sent back a counter offer and if the counter party didn't look at it, review it, or agree to it, then he would argue that there is not a contract, but rather there is a counter offer in the files and they have been operating perhaps in terms of the counter offer. The City Attorney has alleged that there has been no dispute. Mr. Heady said that is clearly not the case. He has been disputing it regularly. He would argue that they have been essentially operating without a contract for the past eleven months.

Dr. Faherty felt that this was something that should be on the public record. He said if it is in fact the case perhaps rather than getting tied up in any potential litigation, that this gives the City a leg up in any type of negotiation with OUC for the termination of the contract at a reasonable termination cost.

Mr. Heady stated that this item will come up on the agenda and discussed at their workshop this afternoon. He said that if you have two parties and one party changes the contract without notification to the counterpart then there is not a contract. He said one of the things in the changed contract would involve spot market purchases.

Mrs. Linda Hillman thanked Dr. Stephen Faherty and Mr. Glen Heran for all the work they have been doing concerning the utilities. She also thanked Mayor Kramer and all of the other Councilmembers for investigating and looking into this to find out what other possibilities and avenues are available. She mentioned that with Mayor Kramer's new proposal there will be the possibility of having to lay off some City employees and taxes will increase approximately 85%. She recalled that she mentioned that (85% tax increase) at an earlier meeting and Mr. Heady said that he had never heard of that number. She expressed that an 85% increase in City taxes is a lot of money. She owns two different properties in the City and her City taxes on one of her properties is $250.13. She said that if you increase that amount by 85% it is substantial. She also commented that if there is a possibility that the Power Plant is going to be sold then they have to consider the fact of how they are going to dispose of it. She has heard that FP&L said that they did not want to pay for the disposal of the Plant itself. Again, she thanked them all for exploring these different options.

Mrs. Hillman brought up the Go-line buses/hub. She spoke to the County Commission at one of their recent meetings and was informed that there is going to be a meeting between the County and the City to discuss where the location is going to be. She asked for

transparency and that the neighbors are advised of when and where the meeting will be held. She asked if the neighbors were going to be included in the decisions and informed as to what the decisions will be.

Mrs. Hillman commented that Mr. Heady filed an application with the Governor's office for Kay Clem's position (Supervisor of Elections). She referred to an article that appeared in the Press Journal that elaborated on Mr. Heady's credentials. She said that these things have not been disclosed before and as employers of the City Council she would like to know all of the credentials that make him eligible to take this position.

Mrs. Turner asked Mrs. Hillman what was her electric bill on the properties that she owns in the City.

Mrs. Hillman said that her whole utility bill was less than $300.00 and her property was about 1,750 square feet. She would guess that her electric bill was about $140.00.

Mrs. Turner explained what they anticipate happening is that the lower utility bills will offset the amount that the taxes will have to be raised.

Mrs. Hillman commented on what a hardship that it will be on the employees who will have to be laid off.

Mrs. Carroll stated that in her conversations with FP&L they told her that they are considering tearing down the Power Plant and that would be a part of the whole package. She wanted everyone to keep in mind that the tax bill trim notice includes all County taxes.

Mrs. Carroll asked Mr. Falls about the meeting scheduled between the City and the County to discuss Go-line buses.

Mr. Monte Falls, Interim City Manager, said that they would be meeting with the County to talk about some different sites and which ones might work. He would make sure that once the meeting is scheduled that public notice is given.

Mr. Heady commented that since he has been on the Council he has made a point to ask staff to let him know if at anytime he says something that is not correct, which they have done and he appreciates it. He said one of the things that happens when the public comes to the podium is that they say things and the public believes them to be true. He told Mrs. Hillman in respect to the 85% increase in taxes that no decision has been made. However, if they looked at an 85% increase in their City taxes and looked at her quote of a $300 utility bill, if they should sell the utilities to FP&L that the savings in her monthly bill would enable her pay that amount in two months and the other eight months would be positive cash flow to her. He said although 85% is a good scare tactic, unless they look at the rest of the story then they realize that even with an 85% tax increase that you wouldn't increase your cost. He said that Dr. Faherty and Mr. Heran have put up some models that have demonstrated that, but perhaps Mrs. Hillman was not at those meetings

or paid attention to those particular points. He said the fact that FP&L said they would not pay for decommission of the Power Plant is absolutely not correct. He said FP&L has discussed as part of their offer to facilitate and take part in decommissioning of the Plant. He said certainly FP&L is aware that is a cost and if they want five votes to approve the sale that cost would have to be built into the price that they offer.

Mayor Kramer commented that in the workshop he will probably go over the numbers he has come up with a little bit more.

Mr. Ken Daige brought up the utility issue and told Council to remember that they represent the voter and everyone that lives within the City limits. The City residents don't want their taxes raised and they want to have their level of service maintained. He cautioned that when people speak before them to pay attention to what they are saying and what their background is. He said that neither Dr. Faherty nor Mr. Heran have a background in the utility field. Their model is based on a number of assumptions. He said the bottom line is when Council starts making decisions that they need to look at advice from experts and they need to look at the bottom line numbers and then make the best decisions for everyone that they serve. He said that there are pension plans in place now that this City is going to have to honor. Going forward they can start making reductions wherever they can be made. However, they do have to follow rules and regulations that are in place. The new Councilmembers were elected because of the utility matter and that has been a hot issue for a number of years and there have been a lot of misinformation that the Press used, which is how they got elected. He advised them when making decisions to look at expert opinions and make the best decisions for everyone that they serve. He said that as they go forward they will be under a lot of pressure and they need to think long term.

Mr. Heady quoted "just because a citizen says someone is not an expert doesn't mean that they are not an expert." He said that both Dr. Faherty and Mr. Heran are experts in their fields.

Mrs. Carroll was offended by the phrase that Mr. Daige used in that they were elected based on misinformation.

Mr. Daige told her that she could be offended. He said that there is a lot of misinformation that has been put out. He reiterated that this Council needs to look towards experts when they are making decisions.

Mrs. Carroll commented that she would be glad to have the names of those experts.

Mr. Daige also expressed that whatever they do (referring to negotiations) that they make sure that they get everything in writing.

Mr. Darrell (last name not given), 2425 50th Avenue, stated that he lives in the County, but has City electric and water. He said that there is a little history that needs to be looked at. He came here in 2000 and he had FP&L. Every time that the power went out

it took between forty-five minutes and three hours before they came out to restore the power. Then in 2004 he moved into this area and not one person was complaining about their utility bills. He said then the hurricanes came through and about that time Mr. Pete Lindberg worked for the Power Plant, and he was looking at repowering the Power Plant which means that the City customers would have a lower bill than FP&L. He then mentioned Frame Seven, which is a unit that if the City installed they would be producing power cheaper than FP&L and turn around and sell power back because they would not need to be using the whole 185 megawatts of power. Not only would they be making the City money, they would be cheaper than FP&L. He is a utility customer and he loves the City. He said that they need to start looking at protecting the City. He urged them not to make taxpayers turn around and pay more. He mentioned how cold it was last year and that Sebastain had to have blackouts. He hoped that the City would not have to start having rolling blackouts. He said saving the City does not mean going out and giving FP&L all their customers. He mentioned that Mr. Lindberg spent days on end trying to do something for the City. At that time Mr. Lindberg provided a picture of what the Power Plant would look like. The 185 megawatt generator would turn around and power Units 4 and 5, so they would have had 285 megawatts of power. This would enable them to sell the additional power that they would have if this was done. They would be able to make a profit for the City. He said if they feel that the OUC contract is not viable then look at going out on their own like they used to do and dispatch all the power. He asked Council to take care of the citizens the way that they used to do instead of just throwing what they have away. He urged Council to look at what the Power Plant has done for the City.

A. Adoption of Consent Agenda

Mrs. Turner made a motion at the request of Mayor Kramer to pull item 2A-1) off of consent agenda and place it under City Manager's Matters for further discussion and approve item 2A-2). Mrs. Carroll seconded the motion.

Mr. Falls requested that item 4-3) be added under his matters "Discussion of Indian River Shores letter concerning the Utility Franchise."

The motion passed unanimously to approve these changes to the agenda.

1. Roof Work to Support Unit 5 Superheater Tube Replacement – Requested by Interim City Manager

This item will be discussed later on in the meeting under City Manager's Matters.

2. Bay Drive and River Drive Bridge Replacements – Recommendation of Project Acceptance and Final Payment – City of Vero Beach Project No. 2005-24 – Requested by Interim City Manager

This item was approved under the Consent agenda.

4-1) Land Swap with Indian River County

This item was moved up on the agenda.

Mr. Keith Kite, Kite Properties, was at today's meeting to speak about the hotel and tourism industry. He went over the importance of sports tourism to the local economy. He said that it gives the citizens the gift of jobs.

Mr. Falls commented that with the additional information that Council has received they now have a completed package for the Dodgertown property exchange. What Council has before them is the result of the City and County negotiation team to approve the agreement, which lays out all the items in this exchange. There was one small change that needs to be made which was in the parking license agreement. In their Table of Contents this would be Exhibit 6. In item 5 it talks about the use of license area B or license area C in that paragraph it deals with FAA restrictions and uses of the parking. One thing that they need to add on the next page, second paragraph of number five, at very top of the page where it ends in manner; it states "and the County." He asked that the "and" be taken out and it will say County shall not enter secured airfield or otherwise interfere with the Airport operations; added and then a new sentence – and the County will comply with any other FAA requirements. He felt that this sentence should be added just in case FAA would come up with something that they did not cover they wanted it made clear that the County would have to comply with any FAA requirements should they arise. Mr. Falls said if Council chooses to make this conceptual approval, they will then have to get them to conceptually approve the land swap and do the necessary advertisement before final approval takes place.

Mr. Fletcher mentioned that he spoke with staff about the irrigation rights and all he sees in the document is access to the easements and ponds. It talks about the access and the easement, but it does not talk about the actual rights to use the water in the pond. There should be something in the agreement giving them the right to be able to use that water. The other issue is if they have a dry spell, who has priority.

Mr. Falls expressed that the pond has been the irrigation source for many years and the pond is being enlarged in size and it is fed from the main relief canal.

Mr. Fletcher asked if they had a permit with St. John's Water Management District. Mr. Falls said that they have a consumption use permit and the permit would reside with the County since they are the landowners. Mr. Fletcher did not feel comfortable with the pond being the sole source of water. He wanted staff to be aware that he had this concern.

Mrs. Carroll referred to the proposed parking areas A, B, and C and asked if those are the areas currently being use for baseball, Harvest Festival and other activities that occur on the property. Mr. Falls explained that it is areas B and C that are across from Aviation Boulevard and historically with area A parking occurs first and then it has been used on the other parcels as needed. Mrs. Carroll asked if the City chose to now use their area A

to develop the use for some type of recreational purposes then it can be pulled out from this agreement and not utilized for parking. Mr. Falls explained that the way this is written is that area A will be used first if it is available. If it is not available then they would go to B and C and if B and C are not available then they have told them that sufficient land exists on the property to accommodate the parking needs. These three options will give Vero Sports Village the most convenient way to use parking. There is nothing in the agreement that restricts the City from developing those properties in a way that they see fit. Mrs. Carroll said so they can do anything they want with those properties. Mr. Falls answered yes.

Mr. Charlie Vitunac, City Attorney, answered Mr. Fletcher's question. He said that the easement that the County gave the City gives them the right to use the lake for irrigation.

Mr. Heady stated that the comment made at the podium that this is about jobs, often they hear a comment that seems to hit a positive or negative vote as being for or against something and he does not think that there is a Councilmember sitting here today that is against jobs for the citizens of this community. He felt that they all recognize that is one of the biggest challenges that they face right now. One of the things that has been a concern for a long time is that financial analysis is provided with anything that comes before this Council. He asked Mr. Falls if there was any financial analysis that he will be presenting. They are going to be doing a land swap, which in affect takes a third of a ten million dollar piece of property and transfers it to the County. The taxpayers paid 3.3 million dollars of that third in addition this land swap facilitates the expenditure of 2.2 million dollars, so now you are up to 5.5 million dollars of taxpayer's money that is directly tied to this. He again asked Mr. Falls if he had any financial analysis as to the benefit of the taxpayers paying/releasing 5.5 million dollars to Vero Beach Sports Village. He wanted him to show them in a meaningful way, what the financial benefit to the taxpayers would be.

Mr. Falls answered that they would be getting back almost an equal amount of land.

Mr. Heady explained that the property that they are getting back in exchange, they already own and have rights to that property because they lease it for one dollar a year. The lease is good until the year 2035.

Mr. Falls explained that they own a lease hold. The ownership Mr. Heady brought up that they are giving up a third of the property that they purchased is correct. However, they get back in return an amount of land almost equal in size. He said that staff has looked at the pros and cons of doing this land swap. If they don't do it there is a retention pond issue that arises with the Aviation Boulevard project.

Mr. Heady stated that the retention pond issue only comes into play if they no longer have access to the pond.

Mr. Falls made it clear that this pond has nothing to do with the heart shape pond. If they don't do the land swap, the clover leaf facility planned now would be constructed on that site where the practice site and retention site is located.

Mr. Heady pointed out the location on the doc cam where Vero Beach Sports Village wants to build the clover leaf fields. He said that the original agreement with Sports Village does not include a clover leaf field. Mr. Falls said that was correct. Mr. Heady recalled that when Sports Village first came here the agreement was that they were going to take the existing fields and make them Little League fields. Mr. Falls explained that they were going to add lighting to some of the fields.

Mr. Heady agreed that they were going to light the fields to baseball standards and change the baselines from 90 to 75 feet on two fields to accommodate the Little League. He said that Sports Village has since changed their mind and have said what they really need, in addition to what they have already agreed to is an additional clover leaf of fields. It is that development of clover leafs on the Dodgertown property that creates the concern about the drainage.

Mrs. Turner explained that there is a drainage concern with the expansion of Aviation Boulevard. She said that the clover leaf fields will be built either South of Holman stadium or to the East. She said either way this is going forward and the Council does not have any control on whether or not those clover leaf fields are built. It is just where the location is going to be. If they refuse to do the land swap then the clover leaf fields will be built to the East and that will impact the City because they will have to build another drainage retention pond at the Airport.

Mr. Heady asked Mrs. Turner if she was saying that the clover leaf fields have to be built. He said that is not part of any agreement. This is something new that Sports Village has brought forward and is not part of the original agreement. He again went over what Sports Village plans were.

Mrs. Turner added that Sports Village has gone to the County and the County has agreed that they want to proceed in building these clover leaf fields. The issue is where the fields are going to be built.

Mrs. Carroll noted that at the last Council meeting they discussed this item and there are seven pages of minutes available on what discussion took place. The decision at that meeting was a vote of 4-1 to empower the City Manager to bring these documents back to Council.

Mr. Heady agreed with Mrs. Carroll that the vote was 4-1 and he was the Councilmember who voted against it. He voted against the land swap because he thinks that it is wrong for the City Council to either enable or spend taxpayers dollars in this regards. He felt that baseball all over the Country has been dipping into the public treasury for years and that it should come to a halt. He said that Sports Village came into this community with their plan. They (Sports Village) were given the facility for one dollar a year and now

they say after being in operation they are losing money so what they want to do now is come back to the public treasury and they want even more. He continues to be against this. He said it is Sports Village's new plan that has the impact on the drainage. It is not the City's refusal to do a land swap.

Mayor Kramer commented that the problem is they (City) don't have a mechanism to stop Sports Village from spending money that comes from the County. The land swap does preserve the value of the City's money (10 million dollars). The whole issue with him is preserving this money and seeing if they can get it recognized somehow.

Mr. Heady stated that Mayor Kramer was right in that the money will be spent. They have been told by the representatives of Sports Village that they are going to spend the money and they don't care if they spend ineffectively or effectively. He was offended by those kinds of remarks and more than concerned when that is the kind of individual that you want to deal with. When he (Mr. Pat O'Conner, CEO of Sports Village) spoke at one of their meetings and said that they were going to spend the money anyway. Mr. Heady put together some estimates that included lighting and they are looking at about $800,000 to $900,000. What they are going to do by this is enable them to spend more because the County's contract has a blank line and does not identify the dollars. With the expansion of this program, they are going to expand the taxpayer's liability from an $800,000 number to $2.5 million dollars and the City is giving up a third of a $10 million dollar piece of property. He understands that they, as a governing body, don't have the ability to dictate to the County, but they are enabling this process by going forward with this agreement and enabling them to spend another five million dollars of taxpayer's money. For the City to invest this kind of taxpayer's dollars to a company that is telling them they can't make money now is wrong.

Mrs. Carroll made a motion to conceptually approve the property exchange agreement with Indian River County and conceptually approve the land swap with Indian River County and authorize that the public hearing be held on January 18, 2011, including the modification made to the agreement by the Interim City Manager. Mrs. Turner seconded the motion.

It was noted that the County will discuss the agreement of the package at their January 11th meeting.

Mr. Heady brought up under discussion that in the future if they receive a package like this that the Clerk make sure that the pages are numbered. He knows that Mr. Fletcher had some concerns when the other Councilmembers met privately with FP&L. In Sports Village there were one on one meetings with the Council, which he (Mr. Heady) chose not to take part in. It seems that after the meetings were held, Mr. Fletcher had a complete change in his opinion of doing this land swap.

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

3. FIRST READINGS BY TITLE FOR ORDINANCES AND RESOLUTIONS

THAT REQUIRE A FUTURE PUBLIC HEARING

A) An Ordinance of the City of Vero Beach, Florida, requested by St. Edward's School, Inc., to amend the Comprehensive Plan Future Land Use Map by changing the Land Use Designation from GU, Government/Institutional/Public Use (0 Units per acre) to RL, Residential Low (up to 6 units per acre) for the property located on the West side of Club Drive, South of Bay Oak Lane, including a portion of Government Lot 3, Riomar Subdivision, containing 5.74 acres, more or less; and providing for an Effective date. – Requested by Interim City Manager

The City Clerk read the Ordinance by title only.

Mr. Tim McGarry, Planning and Development Director, reported that this Ordinance is to amend the Future Land Use Map for the former site of St. Edward's Lower School. He said that staff and the Planning and Zoning Board have approved the request and he would recommend to Council that they schedule a public hearing for January 18, 2011.

Mrs. Turner made a motion to approve the Ordinance on first reading and set the public hearing for January 18, 2011. 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.

B) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Comprehensive Plan's Capital Improvements Element; providing for conflict and severability; and providing for an Effective date. – Requested by Interim City Manager

The City Clerk read the Ordinance by title only.

Mr. McGarry reported that this Ordinance amends the Capital Improvements Element of the City of Vero Beach Comprehensive Plan. This amendment is the annual update of the Capital Improvements Element as required by the Florida Statutes and is based on the City's adopted FY 2010/11 annual budget and five year capital program, fiscal years ending 2011-2015. The total expenditures for capital projects in the five-year CIS is $19.8 million. The following is a breakdown of these expenditures by category: Sanitary Sewer 1.525; Potable Water 4.770; Recreation and Parks 2.093; Solid Waste 1.140; Roads 8.050; and Drainage 2.200 totaling $19.778. As required by Florida Statues and the City's Intergovernmental Agreement with the Indian River County School District, the five-year improvements programs are included in the CIE: Appendix B – Indian River County MPO Transportation Improvements Program and Indian River County Capital Improvements Schedule for Transportation; and Appendix C - Indian River County School District Five – Year Work Plan and Summary of Capital Improvements Program. The Planning and Zoning Board and staff are in favor of the amendments and would recommend that Council hold the public hearing on this Ordinance on January 18, 2011.

Mrs. Turner noted that she was still waiting for additional data from the Water and Sewer Department.

Mr. McGarry explained that they could make the necessary changes in the Ordinance before the public hearing takes place. He just does not want to hold up future land use elements.

Mrs. Turner made a motion to approve the Ordinance on first reading and set the public hearing for January 18, 2011. Mr. Heady 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.

4. CITY MANAGER'S MATTERS

1. Land Swap with Indian River County – Requested by Interim City Manager

This item was heard earlier in the meeting.

2. Amendments to the Clean Water and Drinking Water State Revolving Fund Loans (SRF) – Requested by Interim City Manager

Mr. Rob Bolton, Water and Sewer Director, reported that at the June 16, 2009 Council meeting a Resolution was passed authorizing the Mayor to sign the CWSRF and DWSRF agreements. Then on August 18, 2009 the Council approved the execution of both the CWSRF and DWSRF loan agreements. On November 17, 2009 the Council authorized the Mayor to enter into a new CWSRF loan agreement due to funding revisions. In their backup material they have proposed Amendment No. 2 in the amount of $2,544,444 that will cover some unfunded portions of the Deep Injection Well System, which consists of the Deep Injection Well, Transmission Line from the Wastewater Treatment Plant to the Water Treatment Plant, and Storage Reservoir and Injection Well Pump Station. Mr. Bolton attached a spreadsheet that details all of the expenditures associated with these loans. Based on staff's review of the loan revisions, the City will be able to draw an additional $1,817,841.59 from the CWSRF and an additional $238,293.17 from the DWSRF for a total of $2,056,134.76. He presented this information along with an update of their current five (5) year financial projects to the Finance Commission on December 10, 2010. During the meeting it was discussed that the additional borrowing could pay down existing debt or reduce current rates. The Finance Commission voted 3-1 to borrow the additional funds with the stipulation that it would pay down current debt that is at a higher interest rate. The Finance Director has researched the options associated with the 2008 refunding (4.28%) and has stated that a call may take place on June 10, 2013 for the full ($10,770,000) or partial principal amount. He prepared a spreadsheet titled "2011 Water and Wastewater Expenditure/Revenue Summary." He noted that the blocked amount under the 2013 column near the bottom of the page was in the amount of $4,782,898. This is the amount of additional principal payment that the City could make in June 2013. In making this payment the City will reduce the debt service for future

years by $651,729 annually. In addition the City will increase the revenue surplus by 2.8% for future years allowing for further debt reduction or rate reduction. Mr. Bolton recommended moving forward and expressed that they don't need the money for any other projects.

Mrs. Carroll mentioned at the Finance Commission meeting that they were in essence replenishing reserve funds. She asked which projects the reserved funds were used for.

Mr. Bolton told Mrs. Carroll that they were used for the Deep Injection Well, Pump Stations, lime from the two Plants and the buildings (as pointed out in the spread sheet). He explained that this money would replenish money that they have already spent on these projects.

Mr. Heady asked what is the cost of the additional debt that they are going to incur until June 2013.

Mr. Bolton stated that the cost of debt is $40,000 because there is a 2% administration fee and they will pay the 2.26% interest for two years so it amounts to roughly $120,000.

Mr. Heady mentioned that on the trigger date of June 2013, there is a sunset of the pre-payment penalties. He asked if there was also a call provision on that date.

Mr. Steve Maillet, Finance Director, explained that with the early call date it is all on the same date. They can call it and the City can call it. However, the bank can't come to them and demand payment.

Mayor Kramer asked if there was a penalty prepayment on the debt.

Mr. Maillet said that there is not because they can't call it at all.

Mayor Kramer then asked if there were any types of loans they could use this money for to get immediate benefits.

Mr. Maillet explained that there was not in the water and sewer system. This money is categorical and can only be used for water and sewer.

Mrs. Carroll asked if there would be any ramifications if they regionalized their water and sewer system with the County.

Mr. Maillet explained if that happens then they would just pay off the SRF loan.

Mayor Kramer asked if there was any reason they had to do this now. He asked if they could wait until June 2013 to do it.

Mr. Bolton explained that if Council does not want to take this money then it will go to someone else. Council could sign this agreement, but not draw the money down if they

still have questions, which would buy them a month. He explained that once they close the projects, whatever money is not drawn down will go back to the SRF fund.

Mayor Kramer sees this as paying $60,000 to mitigate the risk of whatever the money market is going to be like in a year and a half. He didn't understand why they needed to pay $60,000 for that.

Mr. Maillet explained that they were presenting this to Council as an option to restore some working capital and to give them some flexibility in moving forward. If they don't care to borrow the money that is fine. He said that the water and sewer system is still in good shape. This is just an opportunity to restore some of the funds.

Mayor Kramer thought that this was an immediate type of refinancing.

Mr. Maillet explained that because it is a revolving fund the State counts on money coming in because there will always be people waiting in line to borrow money. They will not let the City lock this up for a year to see if they want to borrow any money.

Mayor Kramer asked that if this was a yearly thing then wouldn't they have the same opportunity next year to borrow these funds.

Mr. Bolton explained that this is project related so once they finish a project they are off the list.

Mr. Heady thought that he was hearing two different things. He was hearing that the money was categorical and they were going to ask for it and it is going to be there on June 2013 and then he is hearing it is to restore working capital.

Mr. Maillet stated that in the end it is all the same. They will just have additional working capital if they need it. He reiterated that the water and sewer system is paying itself back for funds that have already been expended. This money is unencumbered cash that they can use until June 2013 for water and sewer projects. In June 2013 they will look at paying some or all of the loan back.

Mr. Heady commented that they are going to hedge their bets and it is going to cost them $60,000 in hopes that the availability of money in June 2013 is at a higher rate and in the two years that money is going to be in an account, it is going to be unencumbered, and the Water and Sewer Department can use it as working capital.

Mr. Maillet added that they could also keep it on the books as reserves for debt service and not part of the working capital.

Mayor Kramer asked Mr. Maillet if they had to go and get money from alternative sources, what is the going rate now.

Mr. Maillet said that it is between 4% and 4 ½%.

Mrs. Turner made a motion that they approve this loan with the criteria that the funds be kept in a debt service reserve account. Mayor Kramer seconded the motion and it passed unanimously.

3. Item Added on to the agenda –
Indian River Shores Letter concerning the Utility Franchise

Mr. Falls told Council that he needed some direction so that he could respond to the County. He said that the only Councilmember he heard back from was Vice Mayor Turner (memo on file in the Clerk's office).

Mr. Heady made a motion to approve the draft response. Mrs. Carroll seconded the motion and it passed unanimously.

4. Item 2A-1) pulled off of the consent agenda
Roof Work to Support Unit 5 Superheater Tube Replacement

Mr. Jim Stevens, Director of Power Resources, reported that the Capital Project Power Plant Roof Work HRSG is required for Vogt Power International to remove the existing tube bundles and install the new tube bundles in Unit 5 heat recovery steam generator (HRSF). Replacement and sealing of the roof structure will depend on completion of installing the tube bundles. He expressed that he is in charge of maintaining the facility. It was noted about three years ago that there were thermal stresses in the superheater section. They went before the Utilities Commission for recommendations. At that time there were two individual firms that came in to study the generator and they recommended replacing the modules. They went out to bid and put this roof work in their budget, which is to open up the roof at the Plant so that the superheater can be replaced in that Unit. He said that Units 5 and 2 are their combined cycles and most efficient Units in the facility. He said the bottom line is that they have a defective module that needs to be replaced.

Mrs. Carroll asked if they have already purchased the new module.

Mr. Stevens said that it has been purchased and right now it is at a facility in Texas and will be at the Power Plant for their planned outage, which will occur on February 7, 2011.

Mrs. Carroll said so if they did not approve this roof work then they would have this module just sitting there.

Mr. Stevens replied yes.

Mrs. Turner mentioned that this bid went out to 335 bidders and they only received three responses.

Mr. John O'Brien, Purchasing Director, explained that all the bids are sent out on demand star (program they use) and it is driven by membership and any member that signs up are notified. He said that this is all done electronically and that three responses for this type of work was normal.

Mrs. Carroll referred to the backup, which states time of completion is February 7, 2011. She asked if the project would be completed in that short of time.

Mr. Stevens explained that just allows for them to take the roof off and then the Unit will be down for the planned outage.

Mayor Kramer wondered if they could push the outage into March or April.

Mr. Stevens explained that these outages are planned way in advance and can't be changed.

Mrs. Turner made a motion to approve the request. Mrs. Carroll seconded the motion.

Mayor Kramer mentioned that it irritated him that they have to spend this $95,000 to do this work and then they may turn around and dismantle the Power Plant.

Mrs. Carroll expressed that they have already purchased this equipment and if they don't use it then it will have little value and have to be stored in the warehouse.

Mayor Kramer asked if that Unit was to be sold to another party, would that be an integral part of that. Mr. Stevens answered yes.

Mr. Heady asked what was the risk of running this equipment without making this replacement.

Mr. Stevens explained that there is always a risk. He said that the Unit would be considered unavailable. He said if one of those tubes was to rupture there is a potential for human injury, there is a potential for damage to the equipment, and potential for this Unit to be made unavailable.

Mr. Heady commented that if the combined Unit cycle is unavailable that means it is not turned on so what is the loss impact to the City. Mr. Stevens said that their next Unit in operation would be Unit 4 and that is expensive power. Mr. Heady added that these Units are not turned on based on the City's decision they are turned on based on OUC and FMPA's decision. He said that there could be 50 more units within the FMPA… At this point Mr. Stevens stopped him and told Mr. Heady that was not accurate. Mr. Stevens explained that if they are running Units 2 and 5, that means they need the power here now and they would have to bring another Unit on. Mr. Heady asked who makes the decision which units come on within FMPA. Mr. Stevens explained that it is the Florida Energy Market Power Pool, which is called the OUC dispatch. Mr. Heady asked wouldn't the most efficient Unit on the grid come on. Mr. Stevens answered no. He

Stevens explained that their Units come on because Vero Beach needs that load of power. He said that Vero Beach power is used in Vero Beach.

Mrs. Carroll mentioned this morning they talked about the OUC contract. She asked if OUC could require them to do this work based on their contract with them.

Mr. John Lee, Acting Electric Utilities Director, stated that they have a contract with OUC which allows them to discuss many options. He said that Units 2 and 5 are part of the deal with OUC. However, he said that it is more complicated than that. They also have deals with Florida Transmission and they are asked by them to shed load. The way the City interprets that is they bring up their Units so that they can serve their own load, but we have the option if there are no Units available to shed the load, which means to be in the dark. The City is aware of what may happen with FP&L and the minute that they have some kind of time line they will overlay the maintenance schedule for the entire Power Plant and make decisions. But, right now they know that they are required to run these Units when they are the most efficient in the State or when there is transmission constraints that require them to either shed load or bring on Units. In his opinion this is a critical job that has to be done so that they can continue to have reliable service at what they call reasonable costs.

The motion passed unanimously.

Mr. Heady asked if they could discuss supporting Representative Mayfield's legislation. He heard from Councilmembers at the last meeting that they were in favor of her legislation, but a motion to send her a letter of a support did not pass. Dr. Faherty brought this item up this morning and said that it would be helpful to her to have this. Mr. Heady said if it will be helpful to her and they are in support of it then he could not understand why they don't give her a letter of support.

Mayor Kramer stated that he has not seen the exact legislation that she was going to be pushing forward and until that happens he is hesitant to blindly support it.

Mrs. Carroll agreed with the Mayor. She wanted to make sure that they knew what they were supporting.

Mr. Heady understood that the reason for the lack of support was because they have not seen the final draft. He said that was fine and agreed with the other Councilmembers on that.

Mrs. Carroll mentioned that originally they had placed Mr. Glen Heran on the last Council meeting to speak on some utility matters/options that the Mayor has brought up and have been outlined in the local newspaper. Then they found out that Mr. Heran was going to be out of town for that meeting. She asked the Council if he could have the opportunity to touch on these issues now if he would like to.

Mr. Glen Heran told Council that he was happy to answer any questions that Council might have. He has discussed these options with Mayor Kramer and has done a small model on this. He said that they could discuss this at the workshop. He was really at today's meeting just to educate and provide different ideas as to what the electric utility could be. He will get into some subjective issues and find out if the City can profit from them.

5. ADJOURNMENT

Mr. Heady made a motion to adjourn today's meeting at 11:29 a.m. Mrs. Carroll seconded the motion and it passed unanimously.

Council took a lunch break and reconvened for the workshop at 1:30 p.m.

CITY COUNCIL WORKSHOP MEETING
TUESDAY, DECEMBER 21, 2010 1:30 P.M.
CITY HALL COUNCIL CHAMBERS, VERO BEACH, FLORIDA

ITEMS FOR DISCUSSION:

Mrs. Carroll asked if they were going to follow the agenda. She explained that her reason for asking was because at the last Council meeting they agreed that they would be using various sorts of backup and from what she sees, only one item on the agenda has the agreed upon method of backup.

Mrs. Turner said that this is a Workshop meeting and felt that they should cut it some slack.

Council agreed.

1. City Advisory Boards/Commissions – Requested by Vice Mayor Pilar Turner and Councilmember Tracy Carroll

Mrs. Turner felt that they were very lucky to have such an incredible number of talented people willing to serve on their City Boards/Commissions. Her concern was that they were not utilizing this resource well. The City does not have clear mission statements for the Boards/Commissions, some of them are not configured well, and a lot of time and energy is being lost.

Mrs. Carroll agreed. She said that she spoke with some members who feel like the input they have provided in the past was not utilized or that many issues came before Council bypassing their Boards/Commissions. Therefore, these members were unsure of what the City wanted them to do. She felt that as Council, they should utilize these Boards/Commissions more.

Mr. Heady said on more than one occasion he has seen where the Finance Commission was charged by the Council with doing things and they did nothing. He did not think it was just a matter of Council being negligent as it is that the Boards/Commissions are not doing what he considers an adequate job. The OUC contract was a perfect example as it went before both the Utilities Commission and the Finance Commission and they never saw the unredacted copy. He felt that if they were going to be a responsible Board/Commission then they need a full packet of information. He was happy that this was on the agenda and agreed that if they were going to have Advisory Boards/Commissions then they need to use them and tell them what it is that Council wants. He said that at a prior meeting Council felt that the public was important and they put them first on their agenda. He said that in looking at one of the Boards/Commission agendas, public input is not anywhere on their agenda. He suggested that the Mayor send a letter to the Boards/Commissions requesting that they place public input as one of their first items on their agendas.

Mrs. Carroll said a number of the Councilmembers have been attempting to attend the Board/Commission meetings. She felt that since the Boards/Commissions are advising Council, then Council needs to make sure that they are not attending these meetings as an advisor to the Boards/Commissions. She explained that if there is an issue that they are going to vote on then it might not be prudent for Councilmembers to share their views because it may modify the decision of the Board/Commission.

Mr. Heady felt that if the Board/Commission members were cautious about their vote for fear of hurting a Councilmember's feelings then they probably shouldn't be sitting on the Board/Commission. He felt that it was important for Councilmembers to attend these meetings, particularly if there is something coming up that they have an interest in. He did not see anything wrong with Councilmembers attending the Board/Commission meetings and sharing their thoughts. He said that Councilmembers should not dictate to the Boards/Commissions, but they should share their opinions.

Mrs. Carroll said that she found some information that she gave Council, which was how Council can look at various issues to help in managing the Boards/Commissions (on file in the City Clerk's office).

At this time, Council went over each Board/Commission along with the backup provided by Mrs. Turner (attached to the original minutes).

Airport Commission

Mrs. Turner felt that although the frequency of Airport Commission meetings have been low, they are one of the more efficient and stable Commissions. She suggested that they revise their mission statement so that it is clearer.

Mrs. Carroll asked why the Airport Commission only held one meeting in 2010.

Mrs. Tammy Vock, City Clerk, explained that the Airport Commission meets when necessary.

Mrs. Carroll said that members of the public spoke at the last Council meeting and Council requested that they go before the Airport Commission. She said after that meeting there were allegations in the newspaper that they had appeared before the Airport Commission in the past and felt that they were not heard, but they told Council that they had not been before the Airport Commission.

Mrs. Turner felt that they had gone before the Airport Commission on other issues, but not on the issue of lead. She felt that the Boards/Commissions should hear issues before Council.

Mrs. Carroll appreciates the fact that members of the community have concerns, but she felt that they need to follow the steps of going through the Board/Commission before coming to Council.

Mrs. Carroll suggested that they add under the Airport Commission duties to address public concerns on Airport related issues.

Mr. Fletcher said that the job of these Boards/Commissions are to ensure that staff has properly implemented the City Code, especially the Planning and Zoning Board (P&Z).

Mrs. Carroll said the member of the public who spoke at their last Council meeting mentioned that the composition of the Airport Commission was mostly pilots and people close to aviation.

Mr. Fletcher mentioned that some of the Boards/Commissions that they have are mandated by the State.

Mr. Vitunac reported that the P&Z and the Board of Building Appeals are mandated by the State.

Mrs. Carroll hoped that if Council makes recommendations on the composition of the Boards/Commissions, that they keep an open mind.

Mr. Ken Daige agreed with Mrs. Carroll that Council needs to hear from the Boards/Commissions and not interfere. He said that if they go back and look at past Airport Commission meetings, the area of concerns of neighbors was that their voices were not being heard. This is the reason they went before the Council and requested a Special Call meeting. He felt that it would be helpful to have ordinary citizens serve on the Airport Commission.

Mrs. Turner said that if they have public comment on every Board/Commission agenda, then the public has ample opportunity to speak.

Mr. Heady said the Boards/Commissions were Advisory Boards to the Council. He said that people reserve the right to instruct their representatives and the Boards/Commissions are not their representatives, the City Council is their representatives. For Council to tell a group of citizens who have a concern that they are not going to listen to them unless they do something else first is ignoring their (Council's) duty. He agreed that they should steer them to the Airport Commission and that they (citizens) should develop a plan as a group with respect to what they want. If they can't pull their group together then they are not going to get anywhere with the Airport Commission and probably would not get anywhere with Council. He felt that these citizens were going to raise their concerns until they have the opportunity to sit down with Council. He understood that this was going to take some time. He noted that Council would not need City staff attend the meeting other than the City Manager, City Attorney, City Clerk and the Airport Director. He did not know what the answer is on the lead, but he did know that there are children that are impacted by things. He felt that Council should listen to these citizens. He did not think that this Council had the mindset to shut or slow the Airport down. He felt that they all understood the need for the Airport and what it contributes to the City's economic health. He said that he has not seen any proof that lead emissions from the Airport were some of the things that cause childhood diseases. He did not have a problem with these citizens going before the Airport Commission.

Mr. Fletcher asked Council if they wanted a change in the amount of members on the Airport Commission and if they wanted something like one pilot, one non-pilot, etc. He felt that this was the only way they could have control.

Mr. Heady said that Council should not be trying to control the Commission.

Mayor Kramer said that they would not be trying to control their thinking, but the constitution of the members so that they have representation.

Mrs. Turner felt that the Airport Commission was a functioning Commission. If they had been dysfunctional she would be inclined to rework it. She said that if Council wants to reformat the Commission so that one member is non-related to the Airport …

Mr. Fletcher said that was what he was thinking because there was a concern that the Airport Commission was loaded.

Mr. Heady said there was a concern from Ms. Nancy Wood because she was not getting what she wants. He did not think that Ms. Wood would get enough votes from Council to sit on the Airport Commission.

Mr. Fletcher said that was not his point. His point was does the Council want to delineate the background of the people serving on the Commission.

Mrs. Turner asked Mr. Fletcher if he wanted to remove a member currently serving on the Commission.

Mr. Fletcher answered no. He explained that they would serve their term and when their term expires Council could replace them.

Mr. Heady felt that if a citizen has the ability, regardless of their background, they could serve on a Board/Commission.

Mayor Kramer said that Council reserves the right to appoint individuals to a Board/Commission irregardless.

Mrs. Carroll said that Council discussed earlier having neighborhood representation, but when they look at the duties of the Airport Commission, there is a greater knowledge base.

Mr. Fletcher agreed. He only commented on this because it was stated that the Commission was loaded.

Mr. Heady felt that when they send the directive to the Boards/Commissions that they are to put citizens first and have citizen input, that would lessen Ms. Wood's ammunition.

Mr. Fletcher asked if they were going to have a section on all the Board/Commission meeting agendas where there is public input.

Mrs. Turner answered yes.

Council agreed to accept the Airport Commission mission statement as amended with the addition of public input in the beginning of the meeting.

Architectural Review Commission

Mrs. Turner reported that the Architectural Review Commission (ARC) was formed about two years ago and meets regularly. She said that they review both commercial and residential property. These reviews are non-binding and they have gone into such details as the size of someone's bathroom window, which she felt was far beyond what is expected by an architectural review. She said that there were some great people with a lot of talent serving on this Commission. She said that many people think it is a great asset to have Architects review their project for free. However, others feel this is another bureaucratic step.

Mr. Heady felt that the last City Council wrongly imposed a restriction where they (ARC) could not look at anything unless it was prepared by an Architect. He did not think that they need to discourage development or redevelopment in this community by placing these restrictions. The rational that the ARC used was that the Architectural Association has wording that bars them from reviewing anything that is not prepared by an Architect. He did not think that this serves the City well and he would like to rescind this.

Mr. Tim McGarry, Planning and Development Director, explained that single-family homes would not need to have an Architect.

Mr. Heady said the person who is developing the Three Avenues tried to bring his project before the ARC and was rejected because an Architect did not put together the renderings, which he said is nonsense.

Mrs. Carroll said that she read in their meeting minutes that they were discussing paint colors.

Mrs. Turner said when looking at commercial areas she could see value in having architectural review because they want to keep the City looking beautiful. She said that ARC has talent and value, but there are too many members.

Mr. McGarry agreed. He felt that several members on the ARC feel that they should not be reviewing single-family homes, that they review non-residential and commercial. He said that the only other time they may be of use is if a neighborhood wants to set up a conservation district. He said that reviewing single-family homes really slows progress down and it adds to the cost for the property owner because of the delay.

Mr. Fletcher felt that anytime they have more than five people on a Board/Commission, it is a bad idea. He did not think the City should have a Board/Commission with more than five people.

It was the consensus of the Council to limit the Boards/Commissions to five members.

Mrs. Turner agreed with limiting all their Boards/Commissions to five members.

Mr. Glen Heran felt that what Council should do is reduce Boards/Commissions entirely. He said that the County sunsetted the Utility Advisory Committee and Dr. Steven Faherty was the Vice Chairman. Both he and Dr. Faherty supported the idea because they have been productive enough without having to abide by the Sunshine law. He asked what is wrong with the public becoming Committees outside the Sunshine Law and bringing their ideas to Council.

Mrs. Carroll said in speaking with some of the members of the ARC, she was told that they would like to have more authority and be able to tell someone exactly the way the project should be done. She said that this was not the City's goal. Because the ARC does not have any teeth they feel like they are giving free services.

Mr. Fletcher felt that if the members feel that way then they should resign.

Mayor Kramer said if the people who are going through this process does not see the value then there isn't any value.

Mrs. Turner asked the Council if they want to continue with the ARC on a commercial basis or if they see a need to continue this Commission at all.

Mr. Fletcher said the ARC would be one of his candidates to sunset.

Mrs. Carroll said that she could see the need for ARC for commercial development. She asked Mr. McGarry if he felt there truly was a need for ARC review for commercial development in the City.

Mr. McGarry felt that there was a need, but it would depend on what effectiveness they have. He felt that it would work if they limit their review to commercial development. He said that there may be other things that come along as they set up districts and it would be good to have some design people who know what they are doing to provide input. He suggested that Council keep the ARC. He liked the idea of limiting the Boards/Commissions to five members.

Mrs. Carroll highly recommended that since they are the "City" of Vero Beach, that if they are going to make cuts to the Boards/Commissions that they make cuts to the members who live in the County and then they could open it up for alternate members.

Mr. Vitunac said that one theory of advisory boards is that each Councilmember appoint one member.

Mr. Fletcher said that he always supported that position.

Mr. Heady said that does not mean that they have to do this for existing Boards/Commissions, but on replacements.

Mrs. Turner said that there would be different people coming off of different Boards/Commissions at different times. She asked which Councilmember would get the appointment.

Mayor Kramer asked if they keep the ARC, does it represent any type of impediment for commercial development that they have to jump through hoops.

Mr. Fletcher said that the ARC has no teeth what-so-ever.

Mayor Kramer said then if someone doesn't want to come before the ARC they don't have to.

Mrs. Turner said it is required by the City Code that they go before the ARC for review.

Mr. McGarry said they are required to go before the ARC, but it is non-binding.

Mr. Falls asked Mr. McGarry to explain how much time this adds to the process.

Mr. McGarry said that they are required to go before the ARC before they submit an application for development approval, which adds about two to three weeks. He said that they also could be requested to go back before the ARC, which would add more time and money.

Mayor Kramer said that the problem he has with this is that they (applicants) are developers, construction people, business people, etc. They are not lawyers, architects, etc. He said that as a businessman, he finds it quite offensive to do this because that is not his area of expertise and he would not be able to get his project off the ground just because of the fact that he would have to jump through all of these hoops.

Mrs. Carroll referred to Section 77.04, design review applicability and procedures, of the Code. She said that she did not see anything regarding commercial.

Mr. McGarry said that non-single family covers everything else. He said that the ARC also does not want to review duplexes. He said that he would work with the ARC on these changes.

Mayor Kramer was still curious about the value of the Commission. He asked if applicants have to go to an Architect and to the County then why do they need them.

Mr. McGarry said not all Architects are created equal. He said that the Vision Plan was the reason this Commission was formed.

Mrs. Turner said that they do want to preserve Vero Beach. She suggested that they constitute a Board to try to incorporate the Vision Plan into the Code. She felt everything should be done by Code because then every applicant would know exactly what is required. She asked could they disband the ARC as it exists and task them to work on Code revisions.

Mr. Fletcher felt that they should sunset the ARC.

Mayor Kramer said that they are another layer of government that businesses need to jump through.

Mr. McGarry said having the ARC increases the workload of his staff.

Mr. Heady asked Mr. McGarry if he was saying that disbanding the ARC increases or decreases his workload.

Mr. McGarry said that it would decrease his workload.

Mr. McGarry said that they could give some of the responsibility to the P&Z Board.

Mrs. Turner asked do they want to disband the ARC or retain them in a modified form to deal with commercial issues.

Mr. Fletcher felt that they should sunset the ARC and let the P&Z Board take up the slack.

Mr. Heady agreed with having a five member commission and that they need to take out single-family. He said that it sounded like it was the consensus of the Council that the ARC was history.

Mrs. Turner suggested that they sunset the ARC effective January 1, 2011.

Mr. Wayne Coment, Assistant City Attorney, explained that these changes needed to be done by Ordinance so they can't sunset the Boards/Commissions until they are dissolved by Resolution.

Mr. Coment said that regarding Boards/Commissions going to five members, they would need to look at the State requirements for the Statutory Boards. Regarding adding public comment to the Board/Commission agendas, the quasi judicial-boards (P&Z Board, Board of Adjustment, and the Board of Building Appeals) all have public hearings on all of their matters and therefore the public has a chance to speak. With the Code Enforcement Board, they are strictly a quasi-judicial Board that is like a Court. He said that people cannot speak during these hearings unless they are called as a witness.

Mr. Fletcher said the Boards/Commissions that are not legislatively required to have more than five members would have five members and public comments would be on the non-legislative Board/Commission agendas.

Mrs. Carroll said another idea is to have an Ad Hoc Committee to be utilized for commercial developments over a certain footprint.

Mr. Fletcher mentioned that the Board of Adjustment is required by the State.

Mr. Coment said that was correct. He said that someone has to provide that function.

Mr. Fletcher asked could their responsibility be assigned to another Board/Commission, such as the P&Z Board.

Mr. Coment answered yes.

Mr. McGarry said that they could change the Code so that the ARC only meets when necessary.

Council agreed.

Board of Adjustment

Mrs. Turner said that the Board of Adjustment rarely meets. She proposed that they disband this Board and since they have such low activity that their function be served by the P&Z Board.

Council agreed to disband the Board of Adjustment.

Finance Commission

Mrs. Turner felt that the Finance Commission was not well utilized and suggested a new mission statement. She said that she would like this Commission to be a hand to Council on financial management. She would like them to review monthly statements, debt funds, etc. She said that she would like this Commission to have five members with one alternate member.

Mrs. Carroll asked Council if they wanted to reconstitute the Finance Commission based on one delegate from each Councilmember.

Council agreed.

Mr. Fletcher felt that in the next few months, Council needed to charge the Commission with the task of putting together their concerns for the City about a sale of the Power Plant. He said that he would like this reported back to Council in the form of a formal report.

Mr. Heady suggested rather than the Commission giving Council a formal report in a few months that they do the report within several weeks.

Mr. Fletcher agreed. His point was that the Finance Commission has a lot of expertise when something is sold.

Mr. Heady said that FP&L said that they would bring information back within 60 days and to have the Finance Commission come back after 60 days would be meaningless.

Mr. Fletcher said that the City does not have to accept FP&L's suggestions right away.

Mrs. Carroll said that three of the very experienced members of the Commission resigned. The others may not have the depth of experience that the City needs. That is the reason she suggested reconstituting the Commission.

Mr. Fletcher agreed with reconstituting the Commission, but he would still like to have their ideas.

Mrs. Carroll agreed.

Mr. Heady suggested that they ask each Commission member to send Council what they think the most pressing financial concern is and their thoughts for a resolution by the second meeting in January.

Mrs. Turner said that the Commission members have not been receiving financial information. She said they have not received monthly financials, income statements, balance sheets, etc. She asked how they could come up with a response without this information. She asked that each Councilmember to have their appointee ready and after a new Ordinance is in place they could immediately reconstitute the Commission.

Mayor Kramer said to let them tell Council what they need. He felt that Council should use the Commission's talents.

Mr. Fletcher said that this Commission is very important. He suggested that they have five full members and two alternate members.

Council agreed.

Mr. Heady felt that they should advertise that the City is reconstituting the Finance Commission and are accepting applications for members.

Mrs. Carroll said that the current members could reapply.

Council agreed.

Mr. Glen Heran asked would there be qualifications to become a member on this Commission, such as an accounting degree, finance degree, etc. He said that they need members who can read a balance sheet, income statement, etc.

Mr. Fletcher said that they all were going to look for people who are qualified.

Mayor Kramer said it was important that they recognize people who put ideas in motion and come up with a mechanism to make things work.

Mrs. Carroll said the suggested mission statement states that the Commission is to review City monthly financials and advise Council of negative trends. She suggested that if they are going to review City monthly financials, their meetings should be one week prior to a Council meeting where they are reviewing monthly financials. She said that they would need to be committed to meet on a monthly basis.

Mrs. Turner said they should meet at least on a quarterly basis.

Mr. Steve Maillet, Finance Director, asked that nothing is construed in there to prevent him from sending items to the Commission.

Council agreed.

Mr. Maillet said that over the last few years there were a few Councilmembers who wanted the Finance Commission to be more involved with the budget, but there were no instructions given to either staff or the Commission on what they expected. If this Council wants them to be involved with the budget review, there is a time schedule that this needs to be done.

Mrs. Carroll would also like to task the Commission that if issues come forward to Council that have a large financial impact that the Commission is called for a Special Call meeting.

Mr. Maillet felt that they needed business people with a broad scope. Not a bunch of members who are bookkeepers.

Historic Preservation Commission

Mrs. Turner said the Historic Preservation Commission (HPC) currently has seven members and has been fairly active. She felt that the Commission was too large and in order for the City to become a Certified Local Government, the Commission members must all be City residents. She proposed reconstituting the Commission to a five member Commission of all City residents if the Council chooses to keep this Commission.

Mr. Fletcher said there would be five full members and two alternate members.

Mayor Kramer said that he would like to keep the Commission as there are some very interesting programs, such as revitalization of neighborhoods.

Mrs. Carroll asked if they take off the three members who live in the County, would there still be one Architect on the Commission.

Mrs. Vock answered Mr. McCracken is an architect, but he serves on the Commission as the P&Z representative.

Mr. Fletcher asked if there is anything that keeps a citizen from serving on two Boards/Commissions.

Mr. Vitunac answered that two offices cannot be served by the same person, but felt that was okay for someone to serve on two advisory commissions.

Marine Commission

Mrs. Turner said that the Marine Commission has not been an active Commission.

Mr. Fletcher suggested that they sunset this Commission.

Mrs. Carroll disagreed because the City has been approached by two different community groups (youth sailing organization and a rowing organization). She said that she did some research around the County and there are a large number of communities that have boathouses for waterfront activities. She felt that this was a wonderful way to have our youth participate in lagoon activities. She said that she spoke with the Interim City Manager about having the Marine Commission and the Recreation Commission jointly look at the entire Marina through Riverside Park to see if there was a good area for this. She would rather not sunset them until they can get some type of a lagoon/water front activity plan that could possibly have some type of river walk from the Marina to Riverside Park.

Mr. Fletcher said his point was to move this responsibility to the Recreation Commission.

Mrs. Carroll did not think the Recreation Commission would cover marine activity.

Mr. Falls said the Recreation Commission could look at the Park activities, but the Marina is a separate operation.

Mr. Fletcher said the Marine Commission is not going to do anything that the Recreation Commission couldn't do.

Mrs. Carroll said a large portion of the Marina is serving tourists in our community. She felt that if they could utilize that and advertise it more and push our Marina it could be another source of income for our community. She felt that it was important to look at an overall plan for their waterfront.

Mayor Kramer asked are the members of the Marine Commission more qualified to handle the boathouse and rowing issue than the members of the Recreation Commission.

Mrs. Carroll felt that both Commissions should meet on this. She did not know the background of the members serving on the Marine Commission.

Mr. Fletcher felt that the duties of the Marine Commission could be folded into the Recreation Commission very easily.

Mrs. Turner questioned if they would be better served by forming a separate Commission to handle the waterfront. She said that the Marina currently hosts the Youth Sailing Group. They have a building that houses hundreds of kayak racks. She said that there are some things that they could bring to the table. She did have doubts about continuing the Marine Commission as it is.

Mr. Heady said that the number one infusion of cash in Florida is agriculture and the second is tourism and they have ignored the tourism aspects of their waterways. He said that if they charged the Commission with some duties they might come up with some meaningful suggestions. He said that there is a Crew opportunity where they have people within the community who are very active and very interested in seeing Crew brought to

this community. He felt that this might be an opportune time. He said that there was a gentleman at City Hall who spoke with him about Crew opportunities and when he finished meeting with him he (Mr. Heady) felt that he should meet the Mayor so he brought the gentleman to see the Mayor and a reporter was sitting in the City Clerk's office and overheard the introduction of this gentleman to the Mayor. Mr. Heady said that he introduced this gentleman to the Mayor so that he could tell the Mayor what he told him (Mr. Heady). The reporter was concerned that there was a Sunshine Law violation and sent an email to the City Clerk's office. He noted for the record that the Mayor was not involved in a Sunshine Law violation and he was not talking. Mr. Heady said that he was doing the talking by introducing this gentleman to the Mayor and telling him the subject of what the gentleman wanted to speak with the Mayor about. He wanted to clear the air that there was not a Sunshine Law violation.

Mr. Heady said that he brought documents into the last Council meeting from Sarasota where they are spending a large number of tax dollars to bring the "crew" in. He felt that they should take advantage of this group that wants to bring "crew" in. He was not sure what the interaction would be with the Marine Commission, but he was sure that they could be of some assistance to help bring this in and make Vero Beach a venue for regattas.

Mrs. Carroll said that was why she felt the Marine Commission and the Recreation Commission should meet with the Recreation Director, Interim City Manager and Marina Director and create some type of coordination or plan for the entire area. She hoped as a result of that the entire area could be used as perhaps a river walk or bike trail and at some point have some type of a lagoon activity center, boathouse, classroom area, etc., and citizens and tourists could utilize this.

Mr. Heady felt that the discussion they are going to have regarding FP&L and the Power Plant there could be more waterfront property that the Marine Commission might have some suggestions.

Mayor Kramer asked Council if they wanted all City residents serving on the Commission.

Mrs. Carroll asked Council that if they do appoint someone to the Commission that they are cognizant to the fact that the Marina is a venue for tourism in our community.

Mrs. Turner suggested that they add to the mission statement, to promote tourism.

Council agreed.

Planning and Zoning Board

Mrs. Turner reported that the Planning and Zoning Board (P&Z) consists of nine members. Previously today Council discussed having each Councilmember appoint a

representative to serve on the Board. She suggested that the alternate members be at large.

Mr. Fletcher said the County has two at large members that serve full time and it takes the entire County Commission to either appoint them or remove them. The remainder of the members are appointed by one member for each Commissioner. He suggested having five members and two at large members who would be their alternate members (seven members).

Council agreed.

Mr. Fletcher said if one of the five members leaves the Board, they normally would move an alternate member up to that position.

Mrs. Turner said that whoever's representative it is, that Councilmember would be the one to replace them.

Mr. Fletcher said then the alternate member would only be used if there is not a quorum.

Mr. Fletcher said this Board serves as a check and balance between making sure staff is implementing the Code correctly and felt that this should be placed in their mission statement.

Council agreed to advertise for applicants to serve on the Board.

Recreation Commission

Mrs. Turner said there are seven members on the Recreation Commission. She suggested that they have five full members and two alternate members. She said that they should try to have as many City residents serve on this Commission as possible.

Mrs. Carroll said that she served on this Commission for a number of years. She said that one member has served on the Commission since 1986. She felt that although it is honorable to keep members on a Board/Commission for years, sometimes their input becomes less after decades of serving on the Board/Commission. She mentioned that this is the only Board/Commission that has followed the Code by providing a yearly report to the City Council.

Mr. Fletcher said that he initiated this requirement when he previously was on Council.

Mrs. Carroll would like each of the Boards/Commissions to provide Council with a report for 2010.

Mr. Fletcher felt that the Mayor should send a letter to the Boards/Commissions to reinforce that they send Council a yearly report.

Mr. Heady asked would each Councilmember appoint a member to the Recreation Commission.

Mrs. Carroll said that the Vice Chairman of the Commission lives in the City and is the Assistant Director of the County Recreation Department. She asked the City Attorney if this was a conflict.

Mr. Vitunac assumed that Council knew this when they appointed him.

Council had no problem with this member serving on the Recreation Commission.

Mr. Falls suggested that they add something in the mission statement to task the Commission members to be cognize of the fact that City recreational facilities are used by much more than City residents. He said that about 70% of the users of the Park system are used by non-City residents. He said the programs the City provides are funded by City residents, but are used by much more.

Mr. Fletcher referred to Mr. Heady's question regarding each Councilmember appointing a member to serve on the Commission. He said that he was only interested in having a Councilmember appoint a member on the P&Z Board and the Finance Commission.

Mrs. Turner concurred. She asked Mr. Heady if that was just a question.

Mr. Heady answered yes.

Mr. Heady said regarding the statement of a member serving on a Board/Commission for a long period of time. He said that he would hesitate to pull someone off a Board/Commission because they have served for a long time if they are an active member.

Mayor Kramer felt that it was nice to have the history.

Mr. Fletcher felt that it was very important to have the knowledge of what has happened in the past.

Mrs. Carroll said that there are a number of members on this Commission that have served for a number of years. She felt that it was very important to have members on the Commission that might be more likely to participate in Recreation activities.

Council agreed to have five full members and two alternate members on the Recreation Commission.

TREE AND BEAUTIFICATION COMMISSION

Mrs. Turner said that the Tree and Beautification Commission has a very detailed mission statement and have been very active. One thing that has come up during their meetings is

the need for a beautification fund. She suggested that the City set up an account for people who want to donate money to go towards beautification.

Mrs. Carroll said that she noticed that a large portion of the Commission's discussions concerns Downtown. She would like the Commission to consider the major arteries throughout the City and not just the Downtown.

Mr. Falls said that this Commission has been very helpful to the City and have come up with some really good ideas for beautification in the area. He felt that they have been real receptive to anything that they have been asked to do.

Mr. Heady asked if the City was to set up a beautification fund, would that qualify as a tax deduction.

Mr. Vitunac answered yes.

Mr. Falls said that he has had some contact from some citizens who have asked some of these questions and they agreed to get together after the first of the year. He felt that this Commission would be great to discuss this with.

Mr. Coment said that anything the Commission recommends it would have to come before Council for approval of expenditure of funds. He said that they currently have a tree replacement fund. He suggested that Council consider allowing use of some of the funding from that account for beautification rather than just the planting of trees.

Mrs. Turner explained that this account would be a donation fund.

Mr. Falls said that he would discuss this with the Commission members and bring back some recommendations to Council.

Utilities Commission

Mrs. Turner said there are currently six full members and one alternate member on the Utilities Commission. She reported that they held seven meetings in 2010.

Mr. Heady suggested that they reduce the members to five full members and one alternate member.

Mr. Fletcher suggested five full members and two alternates. He said that the member that would step down would be the one with the least tenure.

Mrs. Carroll said that she did an analysis based on the number of times members of the Commission participated and was surprised to find that three of the members had inadequate or unacceptable times that they attended the meetings or that they sat there and never spoke. She felt that it was important that they not just put someone forward

based on the fact that they are currently on the Commission, but for the fact that they actually participate and bring forward important issues for the City.

Mr. Fletcher would like the entire Commission reinterviewed and reconstituted with new people who are energetic enough to support Councils' position in selling the Power Plant.

Mr. Vitunac said because of the importance of the FP&L issues to this Council, the Utilities Commission should reflect their position and not someone who appointed them in the past (past Council).

Mr. Heady said that he would be opposed to appointing members to the Commission who only had one point of view. He would rather have members who would look at all options.

Mr. John Lee, Acting Electric Director, pointed out that the Commission is for electric and water and sewer. Historically utilities tend to look forward in their planning and he felt this was represented in some of members on the Commission. He felt that it would be a good idea to look at people who are going to focus on current problems, such as financial, engineering and legal issues for both the electric and water and sewer. He felt that what they did in the past is not nearly as relevant as what they would be doing in the future.

Mrs. Turner suggested that they reinterview for appointments on this Commission.

Mr. Heady asked would each Councilmember appoint a member on the Commission.

Mr. Fletcher agreed as this is a very important Commission.

Mr. Rob Bolton, Water and Sewer Director, said that there was a lot outside representation on this Commission. He wanted Council to make sure they have the proper balance.

Mrs. Turner said that concludes my review of the Boards/Commissions.

Mrs. Carroll said that she sent out information to the Council in regards to the Mayor's Action Challenge for children and families, which is an initiative throughout the Country to have Mayors and City Councils set a strong precedence for the inclusion of children and families into the decision making process. She also gave Council some census data regarding the actual percentage of youth in our community (on file in the City Clerk's office). She noted that she recently received new census data and in the 2000 census 18% of our community was under the age of 19. She said that as a Council they need to represent the families and the youth of our community. She suggested creating a Youth Advisory Board made up of individuals who would look at issues that would be important to the youth and families in our community.

Mayor Kramer felt that it was a great idea to get children involved and to mentor them politically. Outside of the Sunshine Law issue, he felt that this was a great idea.

Mrs. Carroll reported that Council received a memorandum from Mr. Vitunac regarding the Sunshine Law (on file in the City Clerk's office).

Mr. Vitunac explained that the Sunshine Law would apply to advisory boards even if they are composed of youths.

Mrs. Carroll said the primary goal of the Board would be to discuss the impacts on our City youth in matters involving marine traffic, community events, the welfare and safety of children, and recreation. The secondary goals would be to have youth members of our community serve as liaisons to their school and other community organizations and also to utilize them for participation with the Mayor for participation at schools and community activities to teach children the value of public service. The composition of the Board would be three High School students (10th or 11th Grade) ideally from different High Schools, one full time local college student of no more than 20 years old and three adults, all City residents. She would like the three adults to be people involved with working with children, such as teachers, volunteers for agencies, such as Child Care Resources, Boys and Girls Club, etc., as well as custodial parents of infants. There also would be some student alternate members. She said that this would be an Ad Hoc Board to be called as issues come forward. She said that there would be an application and interview process.

Mr. Heady said that Council streamlined government today. He felt that reducing the size of government, the impact of government, and the hoops they have to jump through, was something that should be commended. He also felt that with them reducing the number of Advisory Boards/Commissions and then adding one was counterproductive. He agreed that they need to bring children on board to get them involved, but he felt they could do that without making a formal committee. He said the youth could get together and create their own committee and go before any Board/Commission or the City Council. He said that he would have a hard time endorsing an official City Board.

Mr. Fletcher agreed with Mr. Heady regarding them sunsetting a couple of Boards/Commissions. He felt that it would be easier to fold that into the Recreation Commission than forming a new Board.

Mr. Ken Daige liked the idea of having some youth involvement. He said that younger people want to become more involved with government. He felt the way Mrs. Carroll laid it out was a good foundation to build on.

Mrs. Carroll said that if they don't want to call them an advisory board, they could put the same type of structure and call them something like the Mayor's Action Plan for Children and Families.

Mr. Heady said that this seemed like something that Mrs. Carroll wants to do and why not have her head it up. He said that it doesn't have to be the Mayor.

It was the consensus of Council to give this Board a try.
Mr. Coment explained that each of the Boards/Commissions would have to come back to the Council in Ordinance/Resolution form. He asked how Council wants them to bring this back before them. He asked is one Board/Commission more important to them or do they want to appoint members for all the Boards/Commissions at one time.

Mr. Heady said that they could bring back the Boards/Commissions that they disbanned immediately.

Mr. Coment said that he could bring them before Council the second meeting in January.

Mr. Heady said the two most pressing issues they are facing is Finance and Utilities. He suggested that they bring these two Commissions to Council first.

2. FPL Report – Requested by Councilmember Brian Heady

Mayor Kramer gave Council a handout of his presentation (on file in the Clerk's office). He explained that he had a process where they can calculate the cost of power per unit at any given size. He referred to the Power Cost per Unit graph and explained that what that does is it goes through the City's entitlements and takes the cheapest power first, then the second cheapest power, third cheapest power and then to OUC. He explained that the 100% area was their current level. As they shrink the size of their system, the 70% level was the point where they could get rid of the Power Plant. As they go further into a smaller system, the price begins to drop. The partial cost is the 39% mark. The reason the price continues to drop is that as they get smaller they receive more by the sale of entitlements. He said that this explains why the smaller the City goes into the system the cheaper it gets. He said that he was making the assumption that there is a sale of the entitlements. He said that was the biggest part of the equation that he does not know the mechanism of the sale.

Mrs. Carroll asked will the current statewide regulatory agency allow the City to sell those.

Mayor Kramer did not know. He explained that what he has been doing is tracking down the City's expenses and revenues. The big variable is OUC and FP&L and he would like Council's blessing to speak to them or to have the Council speak to them. All he can present at this time it the internal data. He stated that the Electrical System Valuations was pretty obvious. He then went over the Operating Budget and the Economic Benefit added to Vero Beach Taxpayers that was included in the handout. He said that going to FP&L whole system is a much better solution than where they currently are. However, it is not as good of a solution as a partial sale. He stated that any of the solutions noted in the Economic Benefit added to Vero Beach Taxpayers was better than the City's current situation. The question now is what is the best solution and which is the best way to go.

The FP&L sale does give a benefit and does drop the rates, but they would have to make it up in advalorem tax. He then went over the Complete Sale to FP&L included in the backup information. He said that the entitlements will be very important if the City can capitalize on them. He noted that he was still tracking down revenues to make sure that they are exactly what they are. Staff is giving him real numbers and there are options. He said that he was looking for the best answer and right now the partial sale is leaning in that direction. He noted that they need the answers on the entitlements. This whole thing hinges on the settlement with OUC and FMPA on the entitlements. Once they get those answers they can move forward and get these scenearios nailed down to a good answer.

Mrs. Carroll asked where he got the sale proceeds of $90,000,000.00.

Mayor Kramer said that number is a ballpark figure of what FP&L has offered in previous times.

Mr. Heran said that the Mayor was presenting a model in a way to think about a way a stand alone would work.

Mrs. Carroll said it was her concern that every time a Councilmember throws a number out it is in the newspaper and if FP&L does not come in with those numbers, people think the City is trying to lowball them.

Mayor Kramer said it is tough because of the Sunshine Law. This is a work in progress and these numbers are not exact, but what they are doing is using a method that gets them closer to what it could possibly be. He said the greatest thing about putting these models up is that they begin to recognize what variables have the greatest coefficient in the multipliers. He said that what he is finding out is that the actual purchase price does not matter as much as the annual prices of the City's entitlements (expenses and revenues).

Mr. Heran referred to the utility debt payment of $50,000,000.00. He said that if they do this they would be winding up the Enterprise Fund.

Mayor Kramer said that the reason he used $50,000,000 was because the sale would not occur today, it would occur in the future.

Mr. Heran said that was as of September 30, 2010 and there was $12,000,000 in pulled equity investments. He asked are they assuming that they were gone. He felt that the proceeds were a little bit high. He asked the Mayor if he was assuming that FP&L would pay the same price per customer as they would for Indian River County and Indian River Shores.

Mayor Kramer answered no. He said that he figured on a wholesale they would probably pay $32.50 and a partial sale he discounted seventeen and one-half percent.

Mr. Heady said the Mayor discounted for a partial sale. He asked in terms of the value of customer, isn't the Indian River Shores' customer more valuable than a City customer.

Mayor Kramer said from an operations and management side, yes it is.

Mrs. Carroll asked does the FP&L sale include the taxes coming into the City for T&D.

Mayor Kramer answered yes the utility taxes are in there.

Mr. Lee said one of the reasons he said earlier that this was a complex issue and attorneys are going to be involved is because when they talk about the property tax and the franchise fee that FP&L pays is they reduce their franchise fee payment by the property tax that they pay. He said that this was something that would have to be worked out over time.

Mayor Kramer said that this is a work in progress and he is nailing it down as much as he can.

Mr. Heran said that the Mayor was making the assumption capital costs as they stand on the budget, which if they look at the last few years it is tremendously low compared to prior years and that is also sustainable.

Mayor Kramer said that he received the numbers from Mr. Randall McCamish, Transmission and Distribution Director. If Mr. McCamish is wrong, it is his budget.

Mr. Heran said that they are talking about staff that has motivation to keep their jobs.

Mayor Kramer said the entire FP&L sale allows the City the leverage to maneuver and optimize their system and to put them in a position that they can be competitive and efficient.

Mr. Heran asked Mayor Kramer if he thought that FP&L would do a partial sale.

Mayor Kramer did not know and said that they would need to work with them on that. He said that there are some engineering issues on the North side of the City that would be present.

Mr. Heady asked in terms of transmission.

Mayor Kramer answered yes.

Mr. Heran said that this was the first opportunity in decades that they have looked at this issue. He said that if the City doesn't seize this opportunity now and they trust that staff is giving the correct data to make this decision and they head down the path thinking that this is a good deal, the City has kept large size of government. One of the advantages of a complete sale to FP&L is that it reduces the size of government, which directly impacts pension obligations. He said that many of the Councilmembers were elected on a

platform to sell to FP&L. He asked if this is a great thing to do, why was it not proposed five or six years ago.

Mr. Lee said there were five options previously discussed and one was the sale of the entire system. He said that another option was partial as to finding another power partner like the City currently is with OUC. He did not think that they ever discussed a shrink back within the City limits.

Mayor Kramer said that they need to keep in mind that a partial sale would not stop them from selling the whole thing to FP&L later down the road. He said that it just gives the City a way to get more value back to the taxpayer.

Mr. Heran asked if these numbers were artificially low, which he suspected they were, what about capital reserves. He said that they would be losing momentum and they would not have this opportunity again.

Mayor Kramer said that was not true. The City would get the opportunity again because if the partial sale does not work they would go back to FP&L next year. He said that he was not for keeping a business if they were not competitive. He said that he wants to give the most value to the taxpayers.

Mr. Charlie Wilson agreed with Mr. Heran that there is nothing wrong with talking about this option. They have talked about this several times. He stated that this was not in the options that were presented and he could vouch for that because he spoke with Mr. James Gabbard, former City Manager, and he was told that this was not a workable solution (referring to the five options Mr. Lee discussed earlier in today's meeting). He said that one of the five options was that the City could sell the entire system and the good things in doing this was that the City would have a huge influx of capital and rates would be lower. The bad thing was that there would be smaller government. He said that Mayor Kramer was correct that they need to look at all the options. He said this was a deception, a back burning retreat by people who want to keep the electric system. He said there were many things that were not involved in these numbers. There is nothing in there about commercial projects. Regarding pension plans, the City of Vero Beach has twice as many employees as the City of Sebastian. He said that no one has been given a more clear, concise direction than this Council. He said that the City is going to get opposition from staff because they want to keep their jobs. He said that they cannot keep doing this. Utility decisions are not about today. They are about 20 and 30 years. The reason Council is being told today on why they should keep the utility are the same reasons they have been told since 1976. If they can't find five Councilmembers who agree to sell, they are going to go through election after election until they find five Councilmembers who will. The City should sell to FP&L and quit delaying. He said that Council is being manipulated and they were elected to be stronger than that manipulation. He asked Council that they do what the people told them to do and sell the Plant.

Mayor Kramer said that he was elected for financial analyses, open government and transparency. He said that he was doing the financial analyses. He is trying to find the best value for the taxpayers. He asked what is wrong with that.

Mr. Heran did not think there was any objection from the County or Indian River Shores on a partial sale. He felt that there was some objection if the City attempts a surcharge to the County and Indian River Shores through the sale.

Mayor Kramer said that he was not planning on sticking them with a surcharge.

Mr. Heran said it has been discussed by staff.

Mr. Heady said it may have been discussed by staff, but he did not think that a single Councilmember would be in favor of a surcharge.

Mayor Kramer showed on the screen actual bills that go out to customers. He said that he could not see how staff could falsify the numbers.

Mr. Heran said from what he understood from reading 32963, Mayor Kramer believes that if the City did a complete sale they would no longer be a utility and as such, would not be able to broker out the access capacity and base load generation investments from FMPA.

Mayor Kramer said that he was making the assumption that the City could.

Mr. Heran said that he use to worry about the previous Council and about the status quo. Clearly the public has been educated enough to understand that they were on the right path. He felt that selling to FP&L was better than the status quo. The next war would be against FMPA and FMEA, who will try to hold all the municipalities together. He felt that they would give the opinion that the City can't do anything with the baseload generation investments, that the City would be responsible for the liabilities, that the City would not be able to sell or broker them. He said that if the City can broker that power, then they would be in the money.

Mrs. Carroll asked how can they find that out.

Mayor Kramer said that they need to speak with OUC and FMPA.

Mrs. Carroll said that they need to begin the process or they cannot have accurate numbers. They can't have accurate projections until they know what is going to happen. Someone needs to find out if the City can use these assets.

Mr. Fletcher said that FMPA is going to say the City can't.

Mr. Carroll asked has the City tried. She asked how do they start the process. She asked what is their game plan.

Mr. Fletcher felt that the Finance Commission and the Utilities Commission should come in and start the baseline for that plan.

Mr. Lee said this would be settled by the Public Service Commission (PSC) because the City is going to have to have an offer from FP&L and the City's take on how they are going to handle it. He felt that any work they do now would be of no value as far as that because FMPA will say no. The only way they would say yes is when PSC makes a ruling on it.

Mr. Vitunac said early on in the process staff met the FP&L team including one of their Bond Lawyers, Mr. Phil Gildon (spelling may be incorrect). Mr. Gildon was tasked with devising a way that they could get the entitlements to FP&L from the City. Mr. Vitunac said this was a technical problem with FP&L and the law. He reported that it requires OUC and FMPA to consent to this no matter what the City does. He said that it is a very valuable asset that the City has and they probably would not turn it loose.

Mr. Heady asked doesn't some of the information that Mayor Kramer showed in his presentation go to the answer to questions on the baseload generation assets. If the City was to shed themselves from customers outside the corporate limits, then the City maintains ownership of the baseload generation. So, it was no longer a question as far as what to do with it. The City owns it, they keep it, and they use it.

Mr. Vitunac said that is why partial sale is of some interest.

Mr. Heady felt that Council should have the opportunity to discuss this.

Mr. Fletcher said there were a lot of "ifs" and Council could discuss this for the next eight hours and still not have an answer. He felt that the Mayor had a great idea, but felt that they needed to move on

Mayor Kramer said that people have approached him and they love the idea of getting FP&L rates, getting the same service, and keeping the taxes the same. He said that this would cut the County loose and everyone would be happy.

Mr. Heran felt that they needed to understand the road forward and how they would overcome potential pitfalls.

Mayor Kramer said the purpose of having a model is so when they figure out how the entitlement settlements are going to work out, they would have something to immediately plug in to see the value to the taxpayers.

Mr. Falls said that when he asked this Council to reaffirm his appointment as Interim City Manager, one of the things he asked was that each Councilmember notify him if they were not receiving information they requested from staff. For the record, he wanted to make sure that the Mayor was receiving information that he has requested from staff and that he was not getting opposition from staff.

Mayor Kramer said that he was collecting the raw data and by passing staff altogether.

Mr. Falls said that the Mayor was getting that information from staff.

Mayor Kramer said that was correct.

Mr. Falls said that his point was that staff was not opposing the effort of the Mayor to look at the different alternatives.

Mayor Kramer said it was actually the opposite.

Mr. Falls said that while the City of Vero Beach may have more employees than the City of Sebastian, it is not an apples to apples comparison. He explained that the City of Vero Beach offers more services, such as utilities.

Mayor Kramer said that he wanted to make sure we were an efficient City. He said that he hates the fluff talk of services. He said that he wants the actual numbers. He said that he wants to make the City's budget competitive, efficient, and to give good value to the taxpayers.

Mr. Falls said that staff would assist in doing that.

Mrs. Turner said that she was very discouraged to learn that they had already paid the renewal membership fee to FMEA. She said that Council voted not to do this, but the check had already been sent.

Mr. Heady asked why Council wasn't told that at the time. He asked when was the check mailed, who drew it, and what is the date on it.

Mr. Falls said when Council asked if it had been paid, Mr. Lee did not know that the check had already been sent.

Mr. Maillet explained that this was a routine annual membership. He said that by the time Council got around to saying don't pay the annual membership, it was paid. He said that they could ask for a partial refund, but they have responsibilities and among those are the FMEA membership, which offers things such as mutual aid. He said that Dr. Faherty doesn't like it because he feels that FMEA underminded his personal efforts to strip the taxpayers of Vero Beach of their utilities. Mr. Maillet felt that they should discuss what the FMEA membership involves.

Mr. Heady said that last year Council was told that the payment had already been made and that they would revisit this. He said that this has been on the table for a long time.

Mrs. Turner said that the check has been mailed. She asked staff to come up with an alternative to the mutual aid and look at cancelling their membership with FMEA.

Mr. Heady asked for a copy of the check, and he wanted to know who signed off on it and when.

Mr. Fletcher said it was important to know the benefits of FMEA. He said the mutual aid benefit was really big.

Mr. Maillet explained that the payment would have been a wire transfer. He said that he would get the information to Mr. Heady.

Mrs. Turner said that they were supporting an organization whose main lobbying would be against the sale. She said that the City is funding those lobbying efforts, which was not appropriate.

Mr. Heady had some problems with this bill being paid after staff had been given directives from the Council.

Mr. Lee said that Mr. Heady said that staff has the right to say he was wrong. Mr. Lee said that before Council said anything about the FMEA dues, he had already received the invoice, signed off on it and it went to Finance for a wire transfer. The night that Council discussed this he did not know if the wire transfer went through. What Dr. Faherty said was that the City could work out a mutual aid agreement with FP&L to replace the agreement they have with FMEA. He said that was something that would take a great deal of time to do. He said that the dues were paid before this ever came up.

Mr. Heady said he has asked staff if he is ever incorrect in his assumptions that they stop him right then and there. When Council discussed not paying the dues and Mr. Lee knew it had already been done, then he had the obligation to come to the podium and tell Council that the dues have already been paid.

Mr. Lee said that this issue came up under Matters by the Public and a customer gave Council an opinion. It was his understanding that those issues were not to be voted on, but discussed. He said that a customer suggested something and he does not react to that.

Mr. Heady said that the customer didn't suggest it, he (Mr. Heady) suggested it six months ago.

Mrs. Carroll made a motion to adjourn the workshop at 4:48 p.m. Mr. Heady seconded the motion noting that they would table the remaining items to the next Council meeting. The motion passed unanimously.

3. Sports Village financial analysis – Requested by Councilmember Brian Heady

4. Parking possibilities in downtown – Requested by Councilmember Brian Heady

5. **Further discussion of reception area City Hall – Requested by Councilmember Brian Heady**

6. **Progress on updating restriction for vehicles allowed in residential neighborhoods - Requested by Councilmember Brian Heady**

7. **Update on noise regulations near residential neighborhoods – Requested by Councilmember Brian Heady**

8. **OUC Contract – Requested by Councilmember Brian Heady**

9. **Progress on Reconstituting Finance Committee – Requested by Councilmember Brian Heady**

10. **Change time of Council meeting – Requested by Councilmember Brian Heady**

11. **Debit Card – Requested by Councilmember Brian Heady**

/tv

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Pilar Turner
Vice Mayor

DATE: December 15, 2010

SUBJECT: City Advisory Boards/Commissions

Our City is very fortunate to have a wonderful resource of talented citizens willing to serve on our Advisory Boards. Due to vague mission statements much time and energy is lost in these meetings.

Over the past few weeks, I have undertaken a review of this City's Advisory Boards and Commissions. This review has included meetings with many of the Commission Chairmen as well as a study of meeting minutes over the last two years.

Attached is a brief summary of each Commission detailing its composition, activity and accomplishments. I have included an "Issues and Suggestion" section for the discussion of Council. I welcome your input to strengthen these assets.

PT/tv

Addendum to the City Council Meeting Agenda

Author: Pilar Turner
Priority ____ **of** _____

Council Meeting Date: December 21, 2010

Title: Boards/Commissions

Summary: Review effectiveness of Council Advisory Boards/Commissions

Public need or issue addressed: Propose revisions to improve system. Mission Statement Revisions

Relevant City Charter, code references, legal: Article III Boards & Committees Section 2-101 – Section 2-119 2DR 65.2 Section 65.03 and Section 65.04 LDR 66.1 Section 66.07

Dates of past decisions by Council relevant to the issue:

Statement of the proposed solution to the public need or issue:

Additional attached documentation includes: Summary of Commissions

Sec. 2-79. Procedures for adoption of ordinances and resolutions.

Each ordinance and resolution shall be adopted in accordance with the procedures specified in F.S. § 166.041 and the Charter of the city.
(Code 1982, § 2.11(d); Ord. No. 82-2, § 1, 5-4-1982; Ord. No. 82-19, § 1, 11-2-1982; Ord. No. 86-29, § 1, 9-16-1986)

Sec. 2-80. Rates and fees by resolution.

All rates, fees, deposits, and charges adopted by the city council will, to the extent permitted by law, be adopted by resolution rather than by ordinance, after an initial reading by title or in full, public notice, and a subsequent hearing or in the event that rates are established by ordinance such rates shall not be incorporated into the Code but shall be maintained separately.
(Code 1982, § 2.11(e); Ord. No. 82-2, § 1, 5-4-1982; Ord. No. 82-19, § 1, 11-2-1982; Ord. No. 86-29, § 1, 9-16-1986)

Secs. 2-81—2-100. Reserved.

ARTICLE III. BOARDS AND COMMITTEES*

DIVISION 1. GENERALLY

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.

*Cross reference—Code enforcement board, § 2-276 et seq.

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:

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

Commission or board	*15th of the month*
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 witb 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 sball 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 tbe 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.

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 he 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 and

fees list, shall be considered and adopted by resolution of city council and may be changed from time to time by city council. Tbe 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)

Sec. 2-120. Title and purpose of regulatory boards.

(a) *Planning and zoning board.* The purpose of the planning and zoning board shall be to carry out the procedures, duties, and functions set forth for it in section 65.03 of this Code. All members of the planning and zoning board shall be residents of the city. The planning and development department shall provide the secretary to the planning and zoning board.

(b) *Board of adjustment.* The purpose of the board of adjustment shall be to carry out the procedures, duties, and functions set forth for it in the zoning ordinances. All members of the board of adjustment shall be residents of the city.

(c) *Board of building appeals.* The purpose of the board of building appeals shall be to conduct public hearings on appeals from decisions of the building official in the application and interpretation of the state building code and other technical codes. Detailed procedures, duties, and functions of the board of building appeals are provided in the building ordinances. The board of building appeals shall be comprised of at least one architect, one civil engineer, one person with an engineering background, and one general contractor. The building and zoning department shall provide the secretary to the board of building appeals.

(d) *Historic preservation commission.* The purpose of the historic preservation commission is to develop and administer a comprehensive historic preservation program, and to identify and maintain the city's historic resources for the benefit of both present and future residents, as more fully described in Chapter 76 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. At a minimum, one member shall be an architect, one member shall be a planning and zoning board member, and one member an architectural review commission member. Other members and alternates, to the extent practicable, shall include professionals in the fields of architecture, architectural history, urban planning, landscape architecture, archaeology, history, cultural geography, real estate, law, engineering, building construction, cultural anthropology, interior design or have related training or experience.
(Code 1982, § 4.03; Ord. No. 82-4, § 1, 5-4-1982; Ord. No. 85-13, § 1, 5-21-1985; Ord. No. 88-25, § 1, 8-2-1988; Ord. No. 94-14, § 4, 10-18-1994; Ord. No. 98-16, § 2, 11-3-1998; Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2008-18, § 1, 10-7-2008; Ord. No. 2008-20, § 1, 11-18-2008)

Sec. 2-121. Statutory boards.

(a) *Code enforcement board.* The code enforcement board of the city is created pursuant to the authority of F.S. ch. 166, F.S. ch. 162, and Fla. Const., art. 8, § 2(b), and shall carry out the duties, functions, and procedures set forth for it in the code enforcement ordinance of the city.

(b) *Fire pension board.* The fire pension board operates pursuant to the provisions of F.S. ch. 175, as amended.

(c) *Police pension board.* The police pension board operates pursuant to the provisions of F.S. ch. 185, as amended.
(Ord. No. 2003-36, § 1, 11-18-2003; Ord. No. 2008-19, § 1, 10-7-2008)

CITY OF VERO BEACH, FLORIDA
DECEMBER 21, 2010 9:30 A.M.
SPECIAL CALL CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

A G E N D A

1. CALL TO ORDER

A. Roll Call
B. Pledge of Allegiance

2. PRELIMINARY MATTERS

A. Adoption of Consent Agenda

1. Road Work to Support Unit 5 Superheater Tube Replacement – Requested by Interim City Manager
2. Bay Drive and River Drive Replacements – Recommendation of Project Acceptance and Final Payment – City of Vero Beach Project No. 2005-24 – Requested by Interim City Manager

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

A) An Ordinance of the City of Vero Beach, Florida, requested by St. Edward's School, Inc., to amend the Comprehensive Plan Future Land Use Map by changing the Land Use Designation from GU, Government/Institutional/Public Use (0 Units per acre) to RL, Residential Low (up to 6 units per acre) for the property located on the West side of Club Drive, South of Bay Oak Lane, including a portion of Government Lot 3, Riomar Subdivision, containing 5.74 acres, more or less; and providing for an Effective date. – Requested by Interim City Manager

B) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Comprehensive Plan's Capital Improvements Element; providing for conflict and severability; and providing for an Effective date. – Requested by Interim City Manager

4. CITY MANAGER'S MATTERS

1. Land Swap with Indian River County – Requested by Interim City Manager

2. Amendments to the Clean Water and Drinking Water State Revolving Fund Loans (SRF) – Requested by Interim City Manager

5. ADJOURNMENT

At this time Council will adjourn the Special Call meeting and Discuss Items on the Workshop Agenda.

CITY COUNCIL WORKSHOP MEETING
TUESDAY, DECEMBER 21, 2010
CITY HALL COUNCIL CHAMBERS, VERO BEACH, FLORIDA

ITEMS FOR DISCUSSION:

1. City Advisory Boards/Commissions – Requested by Vice Mayor Pilar Turner and Councilmember Tracy Carroll
2. FPL Report – Requested by Councilmember Brian Heady
3. Sports Village financial analysis – Requested by Councilmember Brian Heady
4. Parking possibilities in downtown – Requested by Councilmember Brian Heady
5. Further discussion of reception area City Hall – Requested by Councilmember Brian Heady
6. Progress on updating restriction for vehicles allowed in residential neighborhoods Requested by Councilmember Brian Heady
7. Update on noise regulations near residential neighborhoods – Requested by Councilmember Brian Heady
8. OUC Contract – Requested by Councilmember Brian Heady
9. Progress on Reconstituting Finance Committee – Requested by Councilmember Brian Heady
10. Change time of Council meeting – Requested by Councilmember Brian Heady
11. Debit Card – Requested by Councilmember Brian Heady

ADJOURN WORKSHOP

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.

2A-1

City Council Agenda Item
Meeting of December 21, 2010

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, Interim City Manager Monte K Falls 12/13

DATE: December 13, 2010

SUBJECT: **Roof Work to Support Unit 5 Superheater Tube Replacement**

DEPARTMENT: Power Resources

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)

MEMO
VERO BEACH MUNICIPAL POWER PLANT

DATE: December 13, 2010

TO: Monte Falls
Interim City Manager

THROUGH: John Lee
Acting Utilities Director

FROM: Jim Stevens
Director of Power Resources

SUBJECT: Roof Work to support Unit 5 Superheater tube replacement

Recommendation:

I am requesting that the above item be placed on the December 21, 2010 Council agenda for approval.

- Accept the bid from Richard K. Davis for the amount of $92,807.00.

Funding:

- Funding for this item will come from Power Plant Roof Work HRSG, Account # 403.5000.531.697312.

Background:

FY 2010 – 2011 Capital Project Power Plant Roof Work HRSG is required to support Unit 5 Superheater Bundle Retrofit Capital Project. This work is required for Vogt Power International to remove the existing tube bundles and install the new tube bundles in unit 5 heat recovery steam generator (HRSG). Replacement and sealing of the roof structure will depend on completion of installing the tube bundles.

A matrix with four criteria; cost of project, references, exceptions & variances to request for quote (RFQ), and adherence to City of Vero Beach (COVB) Specifications were developed for evaluation of the bidders. Four City of Vero Beach employees evaluated the bidders using the matrix, bids, and research of the companies.

After compiling the results of the four matrixes' it is the recommendation of staff that Richard K. Davis be awarded the contract to perform the Power Plant Roof Work HRSG project at a cost of $92,807.00. This Capital Project has a budget of $110,000.00. Approval is requested at this time due to the ordering and receiving the steel required for the installation and performing the work to meet the completion date of February 7, 2011.

Please advise if there are any questions concerning this matter.

Capital Requests

Account Number						Budget 2010-2011
403.	5000.	531.	610391	1	Computers	$ 10,500
403.	5000.	531.	661314	2	Unit 2 Turbine-Generator Inspection	350,000
403.	5000.	531.	662314	3	Unit 4 Turbine-Generator Inspection	400,000
403.	5000.	531.	611315	4	Unit 2 Vibration Monitor Replacement	50,000
403.	5000.	531.	612315	5	Unit 4 Vibration Monitor Replacement	50,000
403.	5000.	531.	697312	6	Power Plant Roof Work HRSG	110,000
						$ 970,500

Budgeted 2009-2010 $ 1,466,000

MEMORANDUM
VERO BEACH MUNICIPAL POWER PLANT

DATE: December 13, 2010

TO: Jim Stevens
Director of Power Resources

FROM: Thomas Clark TC
Power Plant Projects Coordinator

SUBJECT: FY 2010 – 2011 Capital Project Power Plant Roof Work HRSG Contractor Selection

FY 2010 – 2011 Capital Project Power Plant Roof Work HRSG is required to support Unit 5 Superheater Bundle Retrofit Capital Project, as a portion of the Power Plant roof and structural beams will need to be removed to gain access to the superheater section. This work is required for Vogt Power International to remove the existing tube bundles and install the new tube bundles in unit 5 heat recovery steam generator (HRSG). Replacement and sealing of the roof structure will depend on when Vogt Power has finished the work of installing the tube bundles.

A matrix with four criteria; cost of project, references, exceptions & variances to request for quote (RFQ), and adherence to City of Vero Beach (COVB) Specifications were developed for evaluation of the bidders. Four City of Vero Beach employees evaluated the bidders using the matrix, bids, and research of the companies.

After compiling the results of the four matrixes' it is the recommendation of this group that Richard K. Davis be awarded the contract to perform the Power Plant Roof Work HRSG project at a cost of $92,807.00. The Capital Project has a budget of $110,000.00. As a note it is my experience with installations of this magnitude to have change orders, but that cannot be anticipated until the work starts, which could increase the costs.

Time is of essence in awarding and signing this contract due to the time frame of ordering and receiving the steel required for the installation and performing the work to meet the completion date of February 7, 2011.

I have attached a copy of the four employee's matrix.

CITY OF VERO BEACH
POWER RESOURCES
PARTIAL ROOF REMOVAL & REPLACEMENT
BID #470-10/PJW
OPENED 12/07/10

ITEM	Richard K. Davis Construction	Aquilex SMS, Inc.	MS Industrial Corp.
LUMP SUM	$92,807.00	$118,408.00	$143,855.00
Addendum #1	Yes	Yes	Yes
Addendum #2	Yes	No	Yes
Questionnaire	Yes	Yes	Yes
Identical Tie Bids	No	Yes	No
Bid Bond	Yes	Yes	Yes
Local Preference	Yes	No	No

Purchasing Division

INTERDEPARTMENTAL MEMO

Date: 12/07/10

To: Jim Stevens, Director, Power Resources

From: Phyllis Walton, Assistant Manager of Purchasing/Warehouse

Re: Bid #470-10/PJW Partial Roof Removal & Replacement

Of the 335 bidders who were notified, 3 responded. Enclosed are copies of the bid and the bid tabulation.

Recommendations for the next Council meeting should be submitted to the City Manager by Noon, Tuesday, one week prior to the scheduled meeting.

Should you have any questions regarding the bids, please do not hesitate to contact me.

Enclosures: Tabulation
Copies of Bids

RECEIVED
VD. POWER RESOURCES

CITY OF VERO BEACH

POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT

BID NO. 470-10/PJW

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – JAY KRAMER

VICE MAYOR – PILAR E. TURNER

TRACY M. CARROLL

A. CRAIG FLETCHER

BRIAN T. HEADY

CHARTER OFFICERS

INTERIM CITY MANAGER – MONTE K. FALLS

CITY CLERK - TAMMY K. VOCK

CITY ATTORNEY – CHARLES P. VITUNAC

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Local Business Certification Form
Insurance Requirements

CITY OF VERO BEACH, FLORIDA

INVITATION TO BID
BID NO. 470-10/PJW

Sealed Bids will be received by the Manager of Purchasing, 3455 Airport West Drive, Vero Beach, Florida, 32960, until 2:30 p.m., Tuesday, December 7, 2010, and subsequently opened in a meeting to be held in the T&D Conference Room for the following:

POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT

Bid Documents may be obtained from DemandStar.com, Inc. at http://WWW.Demandstar.com, Telephone No. (800) 711-1712.

A pre-bid conference will be held at 10:00 a.m. Thursday, November 18th, 2010, at the Power Plant, 100 17th Street, Vero Beach, Florida 32961.

All Bids shall be submitted in duplicate on the Bid Proposal forms provided within the Specifications. A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than $25,000.

A Payment and Performance Bond for 125% of the Contract amount on the form provided by the City shall be used for contracts more than $25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 125% of the Contract amount may be submitted. If the Contract is awarded in a sum less than $25,000, the Performance and Payment Bond requirements may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

All Bidders/Contractors submitting proposals must be authorized to do business in the State of Florida. If said Bidders/Contractors are a corporation, partnership or limited liability company, they must be in continuous good standing, active and current with state of their incorporation or registration and the State of Florida and must keep their active and current status throughout the term of the contract. Any business located within the city limits of Vero Beach must provide a copy of their business occupational license at the time of award.

Bids must be sealed and plainly marked **" POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT, BID 470-10/PJW"** on the outside of the envelope and addressed as follows:

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:
City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Section 2-351, Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 9th day of November, 2010.

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS
INTERIM CITY MANAGER

CITY OF VERO BEACH, FLORIDA

INSTRUCTIONS TO BIDDERS

1. GENERAL

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

3. INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that any of the quantities of Work shown on the Bid Schedule are approximate only and not guaranteed. For each unit of Work contained in the Bid Schedule, the City has the right to require greater or fewer units of Work to be performed than the quantities listed.

4. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

Telephone: (772) 978-5470

By Courier:
City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

E-mail: purchase@covb.org

5. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Bid Bond as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

6. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind.

7. TIME OF COMPLETION

Time is of the essence. The Bidder shall include in the Bid Schedule the Time of Completion. The Time of Completion shall be stated as the total number of calendar days from and including the Commencement Date through the Completion Date. The City will consider the Time of Completion in evaluating the award of this Bid.

8. SUBMISSION OF BIDS

All Bid proposals must be delivered to the Manager of Purchasing, T&D Facility, 3455 Airport West Drive, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

EXAMPLE:

By Mail:
City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:
City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

BID NO._____
BID DESCRIPTION_____
BID DATE_____

9. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all applicable laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

10. REJECTION OF BIDS

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

11. WITHDRAWALS AND MODIFICATIONS

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing. All written requests for withdrawal

and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

12. CONTRACT AWARD

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Chapter 2, Article VIII, Division 2, Section 2-351 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

13. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

14. PATENT FEES, ROYALTIES AND LICENSES

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, material or process in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

15. PAYMENT AND PERFORMANCE BOND

The Contractor shall furnish the Payment and Performance Bonds required herein, within 10 days of the execution of the Contract and before commencement of the Work. The Payment and Performance Bond shall ensure the payment of all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, services, or labor (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor

and shall ensure that the Contractor performs any and all contractual obligations, including with respect to any and all guarantees. The Bond shall continue in effect after completion and acceptance of the Work for the guarantee period provided in the Contract or by law, whichever is longer. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial Payment and Performance Bond and substitute it, before such termination, with a new Payment and Performance Bond for the guarantee period. In accordance with Florida Statute, Section 255.05(1)(a), when the City requires a Performance Bond, the City must ensure such Bond states:

1. The CONTRACTOR'S (a) NAME, (b) PRINCIPAL BUSINESS ADDRESS, and (c) PHONE NUMBER;
2. The SURETY;
3. The OWNER of the property being improved;
4. The CONTRACTING PUBLIC ENTITY;
5. The assigned CONTRACT NUMBER (by the Contracting Public Entity);
6. A DESCRIPTION OF THE PROJECT sufficient to identify it;
7. If applicable, (a) a PROPERTY DESCRIPTION and (b) STREET ADDRESS of the property being improved; and
8. A GENERAL DESCRIPTION of the IMPROVEMENT(S).

In addition, **prior to permitting work to commence**, the City must ensure:

1. The surety insurer is AUTHORIZED TO DO BUSINESS in the State of Florida;
2. The Contractor RECORDS (in the public records of the county where the improvement(s) is/are located) the Performance Bond; and
3. The Contractor (a) EXECUTES and (b) DELIVERS to the PUBLIC OWNER the Performance Bond to the City.

16. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, *Florida Statutes*, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of *Florida Statutes*. This Article shall be inserted in every sub-Contract hereunder."

17. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

18. VARIANCES

Any variances to the specifications, terms, conditions, or any part of these documents shall be stated on the variance form of this document. No variances by the bidder shall be deemed to be part of the submitted bid unless such variance is listed, contained and referenced on the variance form.

19. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. LOCAL PREFERENCE ORDINANCE

Section 2-352. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point ,with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) "Non-local business" means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a "Local Business Certification Form, " in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the "Local Business Certification Form" together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a "local business."

C. Local preference in purchases by means of formal competitive bid.
In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

1. When a qualified and responsive, non-local business submits the lowest price bid (herein, "Apparent Low Bidder"), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the "Lowest Local Bidder") shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein "Invitation");

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder

2. If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the "Local Business Certification Form".

E. Exclusions and limitations.

1. Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

2. The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

3. The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

4. The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

5. The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

CITY OF VERO BEACH, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum
A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening
The time and place for the opening of Bids, as described in the Invitation to Bid.

C. Change Order
A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

D. City ("Owner")
City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

E. Commencement Date
The date on which the Contractor may start the Work, as described in the Notice to Proceed.

F. Completion Date
The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract
The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents
All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

I. Contractor
The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

J. Drawings
The Drawings and reproductions thereof, prepared by the City, describing the locations, character, dimensions and details of the Work to be done under this Contract, including record and supplemental Drawings and, in addition, all shop Drawings submitted by the Contractor and approved by the Project Manager.

K. Extra Work
Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Notice to Proceed
A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

M. Site
The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

N. Specifications
All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

O. Subcontractor
Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

P. Surety
Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

Q. Time of Completion
The total number of calendar days from and including Commencement Date through the Completion Date.

R. Work
Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work

properly authorized by the City.

2. SCHEDULE OF WORK

Prior to beginning Work, the Contractor shall provide the City with a Work schedule setting out in detail his plan for completing the Work by the Completion Date. This Work schedule shall be reviewed by the City, and once approved, shall serve as a guide to the progress of construction and the performance of the Contractor.

3. EXTENSION OF TIME

The Contractor shall not be entitled to any claim for damages for any hindrances or delay from any cause whatsoever, but such hindrance or delay may entitle him to an extension of Contract Time and a recalculation of the Completion Date. Said extension shall be, as determined by the City, sufficient to compensate for the delay, provided it shall have immediate notice from the Contractor, in writing, of the cause and the probable length of the delay.

4. CONTROL, SUPERVISION AND INSPECTION OF THE WORK

A. The City shall have full control and direction of the Work in all respects. The City shall furnish all Drawings and Specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the City deems necessary.

B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, regarding the quality of the Work and materials and the manner of conducting the Work. The City shall <u>not</u> have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.

D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

5. SUPERINTENDENTS

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

6. SUBCONTRACTORS

A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.

B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

7. EMPLOYEES

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

8. CHANGES IN SCOPE OF WORK; EXTRA WORK

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.

B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.

C. Payment for Extra Work performed shall be calculated as described in General Conditions Article 9, as long as the Contractor submits a claim of payment upon certified statement supported by receipted bills. Such statements shall be submitted simultaneously with any materials submitted for progress payments as described in the Form of Agreement, for the preceding month's Extra Work.

9. PAYMENT FOR EXTRA WORK

If the City issues a Change Order for the performance of Extra Work as described in General Conditions Article 8, payment shall be based upon any mutually agreed upon lump sum or, if the parties cannot mutually agree upon sum, then by the following method, designed to provide the Contractor his direct costs plus a ten percent (10%) profit:

A. The Contractor shall receive an amount for labor cost, based on the current local hourly wage rate, as agreed upon by the Contractor and the City prior to starting such Work, for all labor and foremen in direct charge of the authorized operations.

1) The Contractor shall receive said amount for Contractor's or any Subcontractor's labor and foremen.

2) The Contractor shall provide documentation satisfactory to the City as to the hours actually worked.

B. The Contractor shall receive an amount equal to fifteen percent (15%) of the total labor cost, as computed in Sub-Article (A) above, for costs of general supervision and the furnishing and use of small tools and miscellaneous equipment, such as picks, shovels, hand pumps, and similar items.

C. The Contractor shall receive an amount equal to the actual cost of materials delivered, except for any materials furnished by the City. Contractor shall document such costs to the City's reasonable satisfaction.

D. The Contractor shall receive an amount equal to the rental price paid by Contractor, for any rented special equipment and machinery used by Contractor or any sub-Contractor, such as power driven pumps, concrete mixers, trucks, and tractors, or other equipment, as was required for the economical performance of the authorized Work.

E. The Contractor shall receive a profit percentage of ten percent (10%) of the sum of Sub-Articles (A) through (D) of this Article.

F. The Contractor's total reimbursement shall be the sum of Sub-Articles A through E of this Article.

10. OMITTED WORK

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

A. By such applicable unit prices, if any, as are set forth in the Contract; or

B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or

C. If there be no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

11. TERMINATION OF CONTRACT

A. The occurrence of any of the following shall constitute a default by the Contractor and shall provide the City with a right to terminate this Contract in accordance with this Article, in addition to the right to pursue any other remedies, which the City may have under this Contract or under law:

1) If, in the City's opinion, the Contractor is improperly performing Work or violating any provision(s) of the Contract Documents;

2) If the Contractor neglects or refuses to correct defective Work or replace defective parts or equipment, as directed by the City pursuant to an inspection;

3) If, in the City's opinion, the Contractor's Work is being unnecessarily delayed and will not be finished within the prescribed time;

4) If the Contractor assigns this Contract or any money accruing thereon or approved thereon; or

5) If the Contractor abandons the Work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property.

B. The City shall, before terminating the Contract for any of the foregoing reasons, notify the Contractor in writing of the grounds for termination and provide the Contractor with ten (10) calendar days to cure the default to the reasonable satisfaction of the City.

C. If the Contractor fails to correct or cure within the time provided in the preceding Sub-Article B, the City may terminate this Contract by notifying the Contractor in writing. Upon receiving such notification, the Contractor shall immediately cease all Work hereunder and shall forfeit any further right to possess or occupy the Site or any materials thereon; provided, however, that the City may authorize the Contractor to restore any Work Sites.

D. The Contractor, and where applicable, the Contractor's sureties, shall be liable for:

1) Any new cost incurred by the City in soliciting Bids for and letting a new Contract;

2) The difference between the cost of completing the new Contract and the cost of completing this Contract; and

3) Any court costs and attorneys' fees associated with any lawsuit undertaken by the City to enforce its rights herein.

12. SAFETY; MAINTAINING THE SITE

A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.

B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

13. RISK OF LOSS

All costs due to delays in handling of materials and equipment, and loss, theft, or damage to all materials, equipment, and supplies sold and delivered to the City shall be the responsibility of the Contractor until the City provides final acceptance thereof.

14. SUSPENSION OF WORK

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

15. CLEAN UP OF SITE

Before final acceptance of the Work by the City, Contractor shall restore and clean the Work Site, and make permanent or remove all temporary services in accordance with all applicable requirements identified elsewhere herein.

16. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

17. INDEMNIFICATION

A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.

B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-licensees of Contractor.

18. INSURANCE

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, 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 in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and sball state that such insurance is as required by 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.

19. INTERPRETATION OF SPECIFICATIONS

A. The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's interpretations and decisions shall be final and conclusive.

B. The Contractor shall keep one (1) record of all Contract Documents at the Site in good order and annotated to show all changes made during the construction process. The Contractor shall make these available to the City and shall deliver the record to the City upon completion of the Work.

20. DISPUTED WORK

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply. Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

21. NO WAIVER OF LEGAL RIGHTS

A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the performance by Contractor in strict accordance with the provisions of the Contract.

B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.

22. DEFECTIVE WORK

A. If, at any time, before final acceptance of the Work, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous construction of such Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.

B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may purchase materials, tools, and equipment and employ labor or may contract with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.

C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Bond.

D. At the request of the City, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard

required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.

E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

23. TOOLS & EQUIPMENT

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand snch increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

24. TESTING

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

25. PERMITS & FEES

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

26. MISCELLANEOUS

A. **Notice:**
Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

(1) in writing;
(2) delivered (to the addresses listed in this Article 26, below, or such other address as the Parties may provide to each other in writing) by one of the following means:

(a) by hand;
(b) by overnight mail service (such as Federal Express); or
(c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To: [Name of Division]
Attn:
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

With a copy to: [Name of Division]
[Contact] [Title] Attn: [Contact] [Title]
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

To CITY:

City of Vero Beach, Florida
Tom Clark
Power Plant
P. O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-5050
Facsimile: (772) 978-5090

With a copy to:

City of Vero Beach, Florida
Contract Administrator
3455 Airport West Drive
P.O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (772) 978-5470
Facsimile: (772) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

B. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

C. **Severability**

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

D. Choice of Law; Venue

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

E. Attorneys' Fees

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

F. Article Headings For Convenience Only

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

CITY OF VERO BEACH, FLORIDA

SUPPLEMENTARY GENERAL CONDITIONS

1. SHOP DRAWINGS

The Contractor shall submit shop Drawings of all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures, and manufactured articles. The purpose of the shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements, and details of the item and evidence of its compliance or non-compliance with the Drawings and Specifications.

2. CONFLICTS

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.

B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.

C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

3. COORDINATING WITH OTHER CITY PROJECTS

A. The City reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors a reasonable opportunity for the introduction and storage of their materials and the execution of their Work and shall properly connect and coordinate his Work with theirs.

B. If any part of the Contractor's Work depends for proper execution or result upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the City of Vero Beach any defects in such Work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance, at his own risk, of the other Contractor's Work as fit and proper for the reception of this Work, except as to defects which may develop in the other Contractor's Work after the execution of the Work under this Contract.

4. UTILITIES AND STRUCTURES RELOCATED, EXISTING AND OTHERS:

A. General: Existing utilities, structures, and facilities shown on the Drawings were located as accurately as possible from the City's records. Guarantee is not made that all existing utilities and structures are shown or that those shown are entirely accurate.

In order to assure himself of the actual location of such facilities, the Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction and during construction to arrange for positive underground location. The Contractor is required by State law to notify the SUNSHINE STATE ONE CALL CENTER at 1-800-432-4770 a minimum of forty-eight (48) hours prior to any excavation.

Contractor shall notify and coordinate with the utility companies where their facilities may be in conflict with or endangered by the proposed construction. Relocation for the convenience of the Contractor shall be paid for by the Contractor. Temporary support of adjacent utilities, if required, shall be the responsibility of the Contractor. The Contractor shall schedule his work in such a manner that he is not delayed by the utility companies relocating or supporting their utilities. No compensation will be paid to the Contractor for any loss of time or delay. The Contractor shall coordinate his activities with City of Vero Beach (Utility Department), AT&T Broadband (cable TV), AT&T, BellSouth, City Gas and other utility companies as may be appropriate in order to maintain utility service and minimize the amount of interference and interruption.

All overhead, surface or underground facilities and utilities encountered that are to remain in place shall be carefully protected from injury or displacement. All damage to such structures is to be completely repaired, at no expense to the City, within a reasonable time; needless delay will not be tolerated. If not repaired within a reasonable time, the City reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner and City. All damaged utilities, structures, etc. must be replaced or prevented from leaking or malfunctioning and are to be inspected by the utility owner and City prior to backfilling. No additional cost shall be paid for this work.

B. Cooperation with Utility Owners: The Contractor shall cooperate with the owners of other underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum, and that services rendered by the utility owners will not be unnecessarily interrupted.

In the event of interruption of other utility services as a result of accidental breakage or as a result of their being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in the prompt restoration of service. If service is interrupted, repair work shall be continuous until the service is

restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

5. APPLICABLE STANDARDS

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

6. SECURITY OF WORK AREA

Work area must be maintained to allow access to all operating equipment in the construction area.

7. QUALITY OF ITEMS AND WORKMANSHIP

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed hy experienced, skilled tradesmen.

8. MATERIALS DISPOSAL AND CLEANUP

The Contractor shall comply with all pertinent local, state and federal and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

9. CONTRACTOR SAFETY

A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.

B. Any Contractor personnel not wearing required safety equipment or complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

10. MISCELLANEOUS

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

11. TERMINATION FOR CONVENIENCE

Owner may at any time and for any reason terminate Contractor's services and work for Owner's convenience. Upon receipt of notice of such termination, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement and the specifications; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner. Contractor shall not be entitled to any other claim for compensation or damages against Owner in the event of such termination.

CITY OF VERO BEACH

VARIANCES

State any variances to the specifications, terms, conditions, or any part of these documents, in the space provided below or reference in the space provided below all variances contained on any of the pages of the Request for Bid, attachments or bid pages. No variances by the bidder will be deemed to be part of the submitted bid unless each variance is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it shall be implied by the bidder that your bid complies with the full and complete scope of the original bid request.

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Work place program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employer's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

VENDOR'S SIGNATURE

BID PROPOSAL

INVITATION TO BID NO: 470-10/PJW

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City Council, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Articles 8-9, of the General Conditions.

2. To begin and complete Work as required in the Notice to Proceed.

3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.

4. To insert in all Contracts at every tier the notice stated in Article 16 of the Instructions to Bidders.

Dated this 7th day of DECEMBER, 2010.

Respectfully submitted

RICHARD K. DAVIS CONST. CORP.
Bidder

P.O. BOX 186
Address

FORT PIERCE, FL 34954
City, State and Zip Code

CITY OF VERO BEACH
POWER PLANT
PARTIAL ROOF REMOVAL AND REPLACEMENT
BID SCHEDULE – BID 470-10/PJW

Furnish all equipment, labor, supervision, crane, materials, tools, transportation and services for complete turnkey removal and reinstallation of roofing materials, structural steel and temporary support of silencer in conjunction with work on Heat Recovery Steam Generator Superheater Retrofit as described in this bid.

NINETY-TWO THOUSAND EIGHT HUNDRED SEVEN DOLLARS
Written Amount

$92,807.00
Numeric Amount

TIME OF COMPLETION

Removal of the roof and structural steel must be completed during the time span of January 31, 2011 to February 4, 2011. The Time of Completion, however, shall not exceed February 4, 2011.

Firm Name: RICHARD K. DAVIS CONST. CORP.

Address: P.O. BOX 186

City: FORT PIERCE & State: FLORIDA

Telephone: 772-461-8335 Fax: 772-465-7665 E-Mail: rpriest@rkdavis.com

Terms:

Name, Typed or Printed: DOUGLAS DAVIS

Signature: Douglas Davis

Title: PRESIDENT

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

SINCE 1960 – 50 YEARS

2. What is the last project of this nature that you have completed?

FLORIDA MUNICIPAL POWER AGENCY, 2008

3. Have you ever failed to complete Work awarded to you; if so, where and why?

NO

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

WESTSIDE BAPTIST CHURCH, DALE INGERSOLL Phone (772) 461-7828

M.C. MILLER CO., AL HILBERT Phone (772) 794-9448

PARAGON ELECTRIC, TOM GRANIMS Phone (772) 569-8961

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

YES

6. Will you sublet any part of this Work? If so, give details:

YES, STRUCTURAL STEEL SUPPLY AND INSTALLATION, ROOFING WORK, SCAFFOLD ERECTION AND TEAR DOWN, CRANE

7. What equipment do you own that is available for the Work?

ONLY HAND HELD EQUIPMENT WILL BE NECESSARY, OTHER THAN CRANE.

8. What equipment will you purchase for the proposed Work?

NONE

9. What equipment will you rent for the proposed Work?

CRANE

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

RICHARD K. DAVIS CONSTRUCTION CORP.
(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

CORPORATION - FLORIDA

b. The address and phone number of principal place of business is

P.O. BOX 186, FT. PIERCE, FLORIDA 34954 (772)461-8335

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

DOUG DAVIS, PRESIDENT

ROB MULLINS, VICE PRESIDENT

Douglas Davis
(Bidder)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Richard K. Davis Construction Corp

(hereinafter called Principal)

and Ohio Casualty Ins Co (hereinafter called the Surety), with its principal offices in the City of Hamilton, OH and authorized to do business in the State of Florida, are held and firmly bound unto City of Vero Beach as Obligee, hereinafter called the Obligee, in the sum of 5% Dollars ($ 5%) for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Bid for:
Install Structural Steel Components in Roof of Existing Structure so Existing Concrete Deck can be Temporarily Removed and Then Replaced on Power Plant and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this 30 day of November, 2010.

Douglas Davis
Principal Seal

Douglas Davis - President
Title

Witness

David G Willbur
Surety Seal

Carolyn Lombardi
Witness

David G Willbur - President Attorney in fact
Title

CERTIFIED COPY OF POWER OF ATTORNEY
THE OHIO CASUALTY INSURANCE COMPANY
WEST AMERICAN INSURANCE COMPANY

No. 39-224

Know All Men by These Presents: That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby nominate, constitute and appointDavid G. Willbur, Jr., Ruth Martin or Carolyn Lombardiof Port St Lucie, Florida its true and lawful agent (s) and attorney (s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance TWO MILLION ($2,000,000.00) DOLLARS, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons. The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this 16th day of March, 2006.

SEAL SEAL

Sam Lawrence
Sam Lawrence, Assistant Secretary

STATE OF OHIO,
COUNTY OF BUTLER

On this 16th day of March, 2006 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says, that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton, State of Ohio, the day and year first above written.

Cheryl S. Gregory
Notary Public in and for County of Butler, State of Ohio
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual, firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:
RESOLVED, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company, do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.
IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this 30 day of November, 2010

SEAL SEAL

S-4300 3/99

Assistant Secretary

FORM OF AGREEMENT

POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT

THIS AGREEMENT made and entered into on the _____ day of _____, 20__, by and between

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

CITY, STATE, ZIP CODE: _____

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the Work as described in the Documents entitled " **POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT** " for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. COMMENCEMENT AND COMPLETION - The Contractor shall commence Work under this Contract within _____ (__) calendar days after the Commencement Date, as described in the Notice to Proceed, and shall complete the Work within thirty (30) days, unless the City grants Contractor an extension of time, as described herein.

Article 3. THE CONTRACT SUM - The City shall pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount _____

Numerical Amount $_____

Article 4. PROGRESS PAYMENTS - The City will make progress payments, based on a calculated percentage of Work which the Contractor has completed. The City shall make such progress payments on or about the 10th of each month for the previous month's Work, so long as Contractor has submitted an Estimate for Progress Payment.

Ten (10%) percent of the amount due and payable to the Contractor will be retained from each progress payment, to ensure that the Contractor completes all Work under this Contract and complies with all obligations hereunder.

The City will certify all requests for progress payments before presenting them to the City Finance Department for payment.

If the Contract is in a sum less than $25,000, a single final payment will be made upon the City's acceptance of all Work.

Article 5. FINAL PAYMENT - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

Article 6. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify City, as provided in Article 17, General Conditions, and procure and maintain insurance provided in Article 18, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

Article 7. GUARANTEES - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

Article 8. LIQUIDATED DAMAGES - The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that the Contractor fails to complete the Contract by the Completion Date, hereby agree that the Contractor shall pay, as liquidated damages, the sum of Two Hundred and no/100 ($200.00) Dollars for each calendar day beyond the Completion Date that Contractor fails to complete the Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

Article 9. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and

all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.

B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.

C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.

D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.

F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 10. CONTRACT UNIT PRICES - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

TITLE: **POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT**

WITNESSED BY:

Sign:_____
Print: _____

Sign: _____
Print: _____

(NAME OF CONTRACTOR/COMPANY)

Sign:_____
Print: _____
Title: _____

Sign:_____
Print: _____
Title: _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20 10, by _____ as _____, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of _____ at Large (seal)
Commission No.:_____
My Commission Expires:_____

TITLE: **POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT**

ATTEST:

Sign:_____
Print: TAMMY K. VOCK
Title: City Clerk

CITY OF VERO BEACH:

Sign: _____
Print: JAY KRAMER
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Jay Kramer, Mayor of the City of Vero Beach, 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: _____
Print: _____
State of Florida at Large (seal)
Commission No.:_____
My Commission Expires:_____

Approved as to form and
legal sufficiency:

_____
City Attorney

Approved as to technical requirements:

_____
City Manager

_____
Director

Bond No. _____ Contract No. _____

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, _____ (hereinafter "Contractor"), of
(contractor legal name)

_____, _____, _____,
(address) (city, state, zip) (telephone number)

as principal, and _____ (hereinafter "Surety"), of
(surety legal name)

_____, _____, _____,
(address) (city, state, zip) (telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of

1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772-_____, as obligee,
(telephone number)

in the sum of _____ Dollars $_____),
(125% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns, trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the ____ day of _____ 2010, entered into a

contract with City for _____
(general description of the improvement or work)

_____

_____,

located and identified as _____
(legal description or street address of property being improved)

_____,

which contract and its terms, conditions, specifications and any amendments or change orders thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

(1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in the Contract; and

(2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the

work provided for in the Contract; and

(3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and

(4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City. In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or

(2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of

the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS_____ day of_____, 2010.

Witnesses as to Contractor:
ATTEST:

CONTRACTOR (Principal):

_____
Print Name:

_____ (SEAL)
Full Legal Name of Contractor

_____
Print Name:

Signature:_____
Print Name:_____

As its:_____
Title

STATE OF_____
COUNTY OF_____

The foregoing instrument was acknowledged before me this_____day of_____,2010,
by_____ as _____for
(Name) (Title)
_____.
(Full Legal Name of Contractor)

_____
NOTARY PUBLIC
Print Name:_____
My Commission Expires:

Witnesses as to Surety:

SURETY:

_____
Print Name:

_____ (SEAL)
Full Legal Name of Surety

_____
Print Name:

Signature:_____
Print Name:_____
As its Attorney-in-Fact

STATE OF Florida
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 30 day of November ,2010,
by David G. Willbur as Attorney-in-Fact for
(Name) (Title)
Ohio Casualty Insurance Company.
(Full Legal Name of Surety)

CAROLYN T. LOMBARDI
Commission # DD 996616
Expires July 23, 2014
Bonded Thru Troy Fain Insurance 800-385-7019

Carolyn T. Lombardi
NOTARY PUBLIC
Print Name: Carolyn T. Lombardi
My Commission Expires: 07/23/2014

Witnesses as to Agent:

Print Name:

Print Name:

COUNTERSIGNATURE: (Agent)

Signature
Print Name:

As:
Title

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this day of ,2010,
by as for
(Name) (Title)
.
(Full Legal Name of Surety)

NOTARY PUBLIC
Print Name:
My Commission Expires:

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE BOND

(1) Bond must be a ***Payment and Performance*** bond and shall be on the form provided by the City. No other format will be accepted.

(2) Bond must not be dated earlier than date of the Contract for which this Bond is given.

(3) The form of bond shall be used for each contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained.

(4) If the principal (contractor) is a corporation, insert the full legal name and address of the corporation. Verify that the corporation is active and authorized to do business in Florida. Execution by the corporate president or vice-president is required with attestation by the corporate secretary. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no seal, a scroll or adhesive seal shall appear following the corporate name.

(5) If the principal (contractor) is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite the seal.

(6) If the principals (contractor) are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign, the managing and general partner(s) of a limited partnership shall sign.

(7) If the principal (contractor) is a limited liability company, insert the full legal name and address of the company. Verify that the company is active and authorized to do business in Florida. The managing member(s) of the company shall sign.

(8) The above rules for execution also apply to the Surety executing the bond.

(9) The Surety must meet the requirements of F.S. 287.0935 (and execute under seal if a corporation):

(a) the surety company is licensed to do business in Florida (verify the company is active and authorized); and

(b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and

(c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and

(d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and

(e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.

(10) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed counterpart of the bond. (Under seal if a corporation).

(11) If the bond is executed by an out-of-state agent, the executed counterpart of the bond must be countersigned by a Florida licensed resident agent.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and

Between the _____,and _____ for the

performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of $_____ of which there remains due owing and unpaid the sum of $_____ to the undersigned.

Corporate Seal

_____
Sub-Contractor

WITNESS:

_____ By: _____

_____ Title: _____

Sworn to and subscribed before
me this _____ day of _____, 20__. Notary Seal

_____
Notary Public State of Florida
at Large

CITY OF VERO BEACH POWER RESOURCES DEPARTMENT

WAIVER AND RELEASE OF CLAIMS UPON PROGRESS PAYMENT

Project: _____ Project No. _____
Date of Contract: _____ Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of the sum of $_____, the receipt and sufficiency of which is acknowledged, hereby waives and releases its claims and right to make any claim for all labor, services, materials, and equipment furnished through ____insert date_____ to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements, through the referenced date.

This waiver and release of claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract through the referenced date, but does not cover retention, if any, pursuant to the contract. In executing this waiver and release of claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of claims for the contractor, its representatives, assigns and successors.

_____
Contractor

By:_____
Print Name:
Title:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who ____ is personally known to me OR ____ produced _____ as identification.

_____
Notary Public
Print Name:
My Commission Expires:

CITY OF VERO BEACH POWER RESOURCES DEPARTMENT

WAIVER AND RELEASE OF ALL CLAIMS UPON FINAL PAYMENT

Project: _____ Project No. _____
Date of Contract: _____ Contract No. _____

The undersigned contractor for the above-referenced contract, in consideration of final payment in the sum of $_____, the receipt and sufficiency of which is acknowledged, hereby waives and releases any and all claims and right to make any claim for any and all labor, services, materials, and equipment furnished to the City of Vero Beach ("City") and arising under or by virtue of the above-referenced contract and changes thereto and hereby agrees to indemnify and hold harmless the City from any and all claims of any subcontractor having an interest in the contract. The term "subcontractor," as used herein, shall include any and all persons and firms furnishing labor, materials, services, or equipment incorporated into or supplied for the work under the contract, stockpiled for the project, or arising under any equipment-rental agreements.

This waiver and release of all claims is executed by the contractor for itself and its representatives, assigns and successors and covers all past and existing claims for work under the contract. In executing this waiver and release of all claims, I represent and certify to the City that I possess the authority and capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors, and to thereby bind them, and I agree to personally indemnify and hold harmless the City from any and all liabilities and costs, including attorney's fees, as may be imposed upon or incurred by the City because of any defect in or lack of my authority or legal capacity to execute this waiver and release of all claims for the contractor, its representatives, assigns and successors.

_____
Contractor

By:_____
Print Name:
Title:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who ____ is personally known to me OR ____ produced _____ as identification.

_____
Notary Public
Print Name:
My Commission Expires:

City of Vero Beach
Municipal Power Plant
Power Plant Partial Roof Removal & Replacement
Scope of Work

Introduction

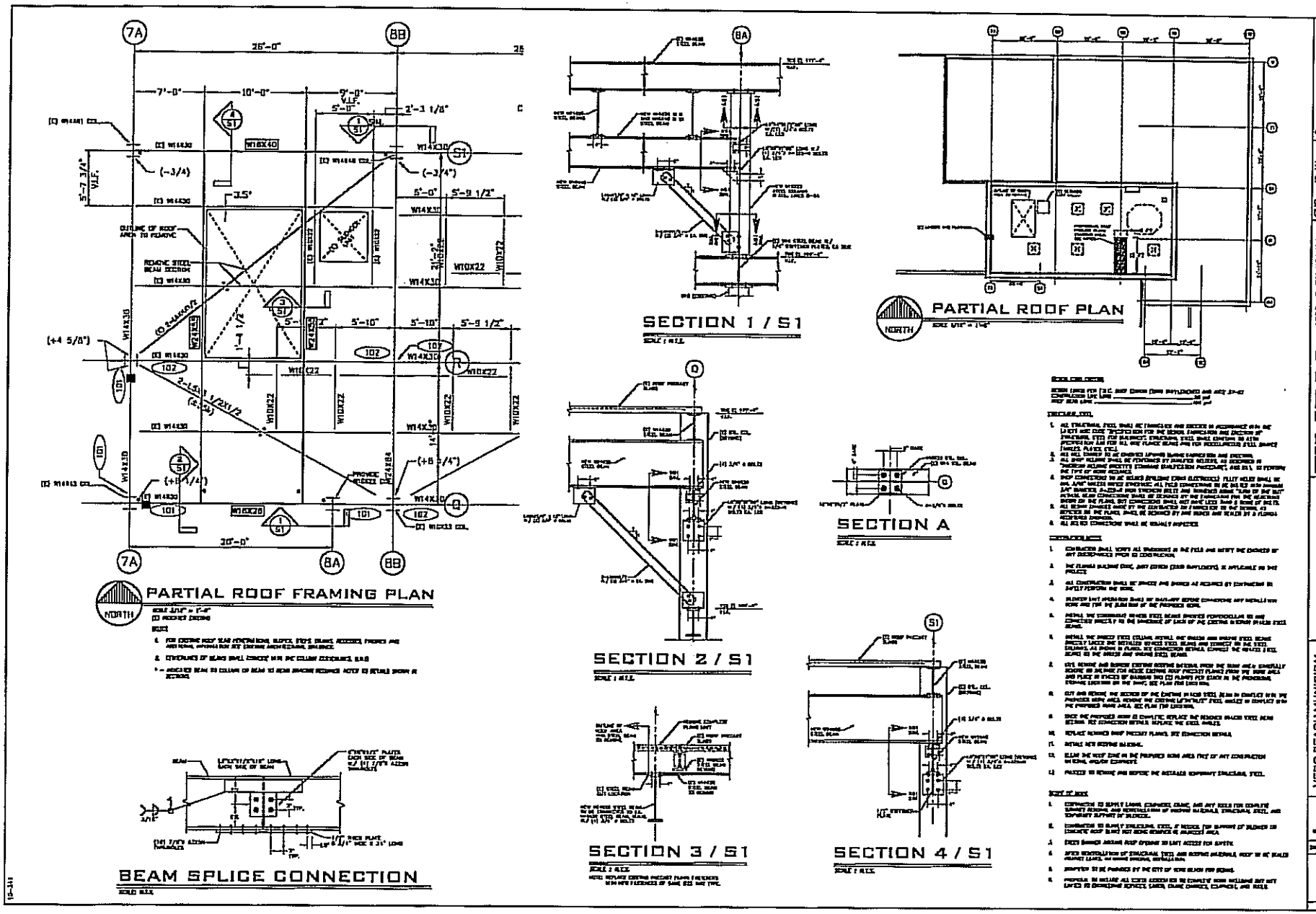
To support Unit 5 Superheater Bundle Retrofit a portion of the Power Plant roof and structural beams will need to be removed to gain access to the superheater section. This work is required for Vogt Power International to remove the existing tube bundles and install the new tube bundles. Replacement and sealing of the roof structure will depend on when Vogt Power has finished the work of installing the tube bundles (Approximately one month or less).

Removal of the roof and structural steel must be completed during the time span of January 31, 2011 to February 4, 2011.

The Power Plant's physical location site is:
100 – 17th Street
Vero Beach, Florida 32960

Scope of Work

- To supply labor, equipment, crane, and any tools for complete turnkey removal and reinstallation of roofing materials, structural steel, and temporary support of silencer or required.
- Contractor to supply structural steel required for support of silencer or concrete roof slabs not being removed in adjacent area.
- Erect barrier around roof opening to limit access for safety.
- Contractor to supply a temporary cover for roof opening to seal against rain entering the building when work is not performed.
- After reinstallation of roofing materials and structural steel roof to be sealed against leaks, matching original installation.
- Dumpster to be provided by the City of Vero Beach for debris.
- Proposal to include all costs associated to complete work including but not limited to engineering services, labor, crane charges, equipment, and tools.


PARTIAL ROOF FRAMING PLAN
SECTION 1 / S1
PARTIAL ROOF PLAN
SECTION A
SECTION 2 / S1
SECTION 3 / S1
SECTION 4 / S1
BEAM SPLICE CONNECTION
MBV ENGINEERING, INC.
FRAMING PLANS, STRUCTURAL NOTES & DETAILS
VERO BEACH MUNICIPAL POWER PLANT
PLANT ROOF WORK HRSG
INDIAN RIVER COUNTY FLORIDA
S1
1 OF 1

LOCAL BUSINESS CERTIFICATION FORM

1. "Local business" shall mean a business that meets all of the following criteria:
   (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
   (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
   (c) Holds any license or competency card required by Indian River County; if applicable; and
   (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: RICHARD K. DAVIS CONST. CORP.
2. Address: 4205 METZGER ROAD, FT. PIERCE, FL 34947
3. If applicable, Contractor License or Competency Card #: CGC013084
4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD.
5. If applicable, Business Tax Receipt #: 59-1481743 / CO 8215
6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT.
7. Phone Number: 772-461-8335 Fax Number: 772-465-7665
8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: Douglas Davis

Name and Title: DOUGLAS DAVIS, PRESIDENT

VENDOR PLEASE DO NOT COMPLETE BELOW

To be completed by an authorized representative from City of Vero Beach:

Meets definition of Local Business ___ YES ___ NO

If NO, provide reason:

_____ Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.

TYPE II

INSURANCE REQUIRED

Revised 02/13/02

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 sball 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.

4. **Builder's Risk** - When this contract includes construction of and/or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

a) Form - All risk Coverage - Coverage is to be no more restrictive than that afforded by

the latest edition of the Insurance Services Office form.

b) Amount of Insurance is to be 100% of the completed value of such additions(s), buildings(s) or structure(s).

c) Waiver of Occupancy Clause or Warranty - Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), additions(s) or structure(s) will not be occupied by the City.

d) Maximum Deductible - $5,000 each claim. Higher deductibles are permitted subject to City approval.

e) Additional Insured - The City must be included as an additional insured.

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

g) Flood Insurance - When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the Contractor and the City must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

OR

5. **Installation Floater** - When this contract includes the installation of machinery and/or equipment into an existing structure, the following insurance coverages must be afforded on that machinery and/or equipment.

a) Form - "All Risk" including installation and transit.

b) Amount of Insurance - 100% of the "installed replacement cost value".

c) Valuation - 100% of the "installed replacement cost value".

d) Cessation of Insurance - Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by the City.

e) Maximum Deductible - $5,000 each claim.

f) Additional Insured - The City must be included as an additional insured.

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

h) Flood Insurance - When the machinery or equipment are located within an identified

special flood hazard area, flood insurance protecting the interest of the Contractor and the City must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage available under the National Flood Insurance Program.

6. **Contractors Pollution Liability** – Coverage must be afforded on a form no more restrictive than the latest edition of the Contractors Pollution Liability Policy filed by the Insurance Services Office and must include:

   a) Minimum limits of $1,000,000 per occurrence.

   b) Coverage for sudden or gradual releases of pollutants.

NOTE: IT IS NOT NECESSARY THAT THE CONTRACTOR PROVIDE BOTH A BUILDER'S RISK AND INSTALLATION FLOATER. IF THE CONTRACT INCLUDES CONSTRUCTION OF AND/OR ADDITIONS TO ABOVE GROUND BUILDINGS OR STRUCTURES, BUILDER'S RISK, BUT NOT INSTALLATION FLOATER, COVERAGE MUST BE PROVIDED. WHEN THE CONTRACT INCLUDES THE INSTALLATION OF MACHINERY AND/OR EQUIPMENT INTO AN EXISTING STRUCTURE, BUT DOES NOT CONTEMPLATE CONSTRUCTION OF OR ADDITION TO THE STRUCTURE ITSELF, ONLY THE INSTALLATION FLOATER MUST BE PROVIDED.

7. **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.

ACORD

OP ID: LO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HARBOR INSURANCE - BR4
2400 SE Midport Road, Ste. 110
Port St. Lucie, FL 34952
David G. Willbur
772-335-3445
772-398-0674

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: RICH-10

INSURED
Richard K Davis Construction Corporation
P.O. Box 186
Fort Pierce, FL 34954

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Transportation Insurance Co	20494
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CG0001 12/07 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		2064275782	04/01/10	04/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emply Ben	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		2064275796	04/01/10	04/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			2064275801	04/01/10	04/01/11	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2068344934	04/01/10	04/01/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Lease or Rented Equp Special Form			2064275782 SCHEDULED EQUIP:$266,087	04/01/10 04/01/10	04/01/11 04/01/11	ACV Value Ded	100,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Bid #470-10/PJW Power Plant Partial Roof Removal & Replacement.
Certificate Holder is included as Additional Insured with respect to General Liability when required by written agreement or written contract per form G17957G 01/01 Contractors Blanket Additional Insured endorsement form.
Continued on page 2

CERTIFICATE HOLDER

VEROB-1

City of Vero Beach
1053 20th Place
Vero Beach, FL 32961

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David R. Willbur Jr.

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The General Liability coverage is primary and non-contributory to the aforementioned entity if required by written agreement or written contract. Limited Pollution Liability Coverage Work-Sittes $1,000,000 each incident/$2,000,000 Aggregate Limit. The Business Auto Policy provides "insured" status to "anyone liable for the conduct of an "insured" described above but only to the extent of that liability", per form CA0001 (03/06) *30 days notice of cancellation.

STATE OF FLORIDA

DATE | BATCH NUMBER | LICENSE NO.

2010 / 2011

ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT

BOB DAVIS, CPA, CGFO, CFC, ST. LUCIE COUNTY TAX COLLECTOR

ACCOUNT 1500-00004565

EXPIRES September 30, 2011

ACILITIES OR IACHINES / ROOMS SEATS EMPLOYEES 50

YPE OF USINESS 1500 BUILDING CONTRACTOR / BUILDING

USINESS IAME Douglas Davis

BA NAME Richard K Davis Construction

MAILING DDRESS Douglas Davis
PO BOX 186
Fort Pierce, FL 34954

BUSINESS OCATION 4205 Metzger Rd
Fort Pierce, FL 34947
St Lucie County

x RENEWAL
NEW RECEIPT
TRANSFER-
ORIGINAL TAX $27.55

AMOUNT $27.55
PENALTY
COLLECTION COST
TOTAL $27.55

NO: CO 8215

07/20/2010 99-20100720-032022 27.55 Check

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.

Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from $1.00 to $5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Douglas Davis
PO BOX 186
Fort Pierce, FL 34954

JUL 23 2012

November 23, 2010

COVB BID 470-10/PJW
ADDENDUM NO. 1
TO
CITY OF VERO BEACH BID
POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT

The following ADDENDUM is hereby made a part of the specifications for a **POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

QUESTIONS AND CLARIFICATIONS:

PLEASE SEE ATTACHED REVISED DRAWING (Job #10-344 Rev 1)

ALL ADDENDA MUST BE SIGNED BY THE BIDDER AND INCLUDED WITH THE BIDDING DOCUMENTS IN ORDER FOR BID TO BE CONSIDERED.

RICHARD K. DAVIS CONST. CORP.
Company Name

Douglas Davis
Signature

ADDENDUM NO. 1

November 30, 2010

COVB BID 470-10/PJW
ADDENDUM NO. 2
TO
CITY OF VERO BEACH BID
POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT

The following ADDENDUM is hereby made a part of the specifications for a **POWER PLANT PARTIAL ROOF REMOVAL AND REPLACEMENT** as identified above, and shall be considered a part thereof for all purposes, superceding and replacing anything to the contrary in the original specifications.

QUESTIONS AND CLARIFICATIONS:

PLEASE SEE ATTACHED PAINT SPECIFICATIONS

ALL ADDENDA MUST BE SIGNED BY THE BIDDER AND INCLUDED WITH THE BIDDING DOCUMENTS IN ORDER FOR BID TO BE CONSIDERED.

RICHARD K. DAVIS CONST. CORP.
Company Name

Douglas Davis
Signature

ADDENDUM NO. 2

2A-2)

City Council Agenda Item
Meeting of December 21, 2010

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, Interim City Manager MKFalls 12/14/10

DATE: December 14, 2010

SUBJECT: **Bay Drive and River Drive Bridge Replacements**
Recommendation of Project Acceptance and Final Payment
City of Vero Beach Project No. 2005-24

DEPARTMENT: Public Works

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

FROM: William B. Messersmith, PE, Assistant City Engineer WBM 12/14/10
DEPT: Public Works

DATE: December 14, 2010

RE: Bay Drive and River Drive Bridge Replacements
Recommendation of Project Acceptance and Final Payment
City of Vero Beach Project No. 2005-24

Recommendation:

- Place this item on the City Council's agenda for December 21, 2010;
- Accept the project as follows:

  Approve Change Order No. 4 which reconciles as-built quantities, adds pay items for additional services, and adds contract days for non-contractor caused delays. The change order will result in a final contract amount of $1,708,159.20 and a final contract time of 254 days;

  Approve Pay Estimate No. 12 and Final for $175,532.21.

Funding:

Funding for this project will be from the following accounts:

304.9900.541.608001	Bay and River Drive Bridge Replacement.	$1,424,748.63
423.9003.536.611331	Water Main Relocations	$72,042.15
423.9001.536.671361	Sewer Main Relocations	$30.652.61
423.9004.536.611331	Reuse Main Relocations	$44,455.24
304.9900.541.608003	Stormwater Outfalls	$136,260.57
		$1,708,159.20

Background:

The City Council, at their meeting of September 8, 2009, awarded the contract for the referenced project to Misener Marine Construction, Inc. of Tampa, Florida in the amount of $1,699,671.31.

Construction on the project began on November 24, 2009 with a contract time of 90 calendar days for a project completion date of February 22, 2010. A number of issues caused a delay to the project and Change Order Nos. 2 and 3 increased the contract time by 40 days. Change order No. 4, if approved, will increase the contract time by an additional 124 days to address additional delays which resulted from regulatory issues, changed field conditions and inclement weather. The project was substantially complete on August 4, 2010, for a total of 254 days. This is within the requested revised contract time.

According to our design consultant and engineer of record for the bridges, Bridge Design Associates, Inc., (BDA), as well as the Florida Department of Transportation's (FDOT) bridge inspection consultant, Kisinger Campo and Associates, this project was constructed in accordance with the contract requirements. BDA has reviewed the as-built quantities and confirm that $1,708,159.20 represents the total amount of work completed. This represents an increase of $8,487.89 over the originally approved contract amount of $1,699,671.31, (an increase of less than one half of one percent), and will be funded from the referenced accounts. Therefore, we recommend final payment in the amount of $175,532.21.

Upon Council's acceptance of this project the one-year warranty period will begin.

We have attached four signed original final change orders, along with one copy of the final pay request and the Contractor's Final Request for Payment affidavit. By copy of this correspondence (with attachments) to Steve Maillet, Finance Director, we are notifying him of this action.

Attachments

cc: Steve Maillet, Finance Director, w/attachments
Robert Bolton, Water and Sewer Director
Jason Hanchuk, Bridge Design Associates, Inc.
John Ward, Misener Marine Construction, Inc.

WBM/ntn

V:\LAND_PROJECTS\2005\2005-24 City Wide Bridge Repairs\Docs\Agenda_Acceptance & Final Pay_MFalls_Nov 16 2010.docx

FINAL PAYMENT

REQUEST BY CONTRACTOR

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Personally before the undersigned officer, authorized by the laws of said state to administer oaths, comes JOHN WARD, who on oath says;

That he is the Contractor with whom the City of Vero Beach, Florida, a municipal corporation of said state, did on the 21st day of SEPTEMBER, 2009, enter into a Contract for the performance of certain work, more particularly described as follows: for the Bay & River Drive Bridges Project.

Affiant further says that said construction has been completed and the Contract therefore fully performed and final payment is now due and that all lienors contracting directly with or directly employed by such Contractor have been paid in full EXCEPT:

NAME:	DESCRIPTION:	AMOUNT:

who have not been paid and who are due the amount set forth.

I do hereby certify that I have no claims against the Owner of said property, except those specifically set forth in the Final Payment Request. Upon receipt of the final payment, all of the claims set forth in this final request shall be satisfied.

MISENER MARINE
Company Name

Signed: [signature]

Title: PM.

Date: 30-Nov-10

Subscribed and sworn to before me this 30 day of November, 2010.

[signature]
Notary Public State of Florida at Large

Notary Seal

My Commissions Expires:

May 24, 2014

WARD
COMMISSION # DD995114
EXPIRES May 24, 2014
(407) NotaryService.com

FP-C-1

PERIODIC ESTIMATE FOR PARTIAL PAYMENT
Prepared by:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Account Number: 304.9900.541.608001
Project Number: 2005-24

Contract Date: 09/18/2009
Notice to Proceed: 11/24/2009
Total Contract Time: 130 Days
Elapsed Contract Time: 231 Days
% of Contract Time: 177.69%

Name and Address of Contractor:
MISENER MARINE CONSTRUCTION, INC. PO Box 262, Cape Canaveral, Florida 32920

PERIODIC ESTIMATE NUMBER: 12 & Final FOR PERIOD: September 26, 2010 through

Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form.) Columns (1) through (5) - Data shown is the proposal of the original executed contract.

Column (6) is provided by the Consultant or Engineer in agreement with the Contractor. Columns (7) through (9) are calculated from Columns (3) through (6)

	DESCRIPTION OF ITEM	CONTRACT				COMPLETED TO DATE			
	(2)	Quantity (3)	Units	Cost Per Unit (4)	Total Unit Cost (5)	Quantity (6)	Total Unit Cost (7)	Uncompleted Work (8)	% Comp. (9)
	** *BRIDGE ITEMS* **								
1	MOBILIZATION *(INCLUDES VIBRATION MONITORING, PRECONSTRUCTION SURVEY OF PROPERTIES)*	LS	1	$59,655.00	$ 59,655.00	1	$59,655.00	$0.00	100%
2	MAINTENANCE OF TRAFFIC	LS	1	$3,933.00	$ 3,933.00	1	$3,933.00	$0.00	100%
3	DEMOLITION & REMOVAL OF EXISTING BRIDGE	LS	1	$42,468.00	$ 42,468.00	1	$42,468.00	$0.00	100%
4	4" DIAMETER PVC PIPE	LF	672	$10.50	$ 7,056.00	672	$7,056.00	$0.00	100%
	SUPERSTRUCTURE								
5	PRESTRESSED PRECAST DECK UNIT:								
5.1	15" X 5'-0" X 23'-0" (3 EA)	LF	69	$210.00	$ 14,490.00	46	$9,660.00	($4,830.00)	67%
5.2	15" X 5'-3" X 23'-0" (4 EA)	LF	92	$207.00	$ 19,044.00	92	$19,044.00	$0.00	100%
5.3	15" X 5'-6" X 23'-0" (1 EA)	LF	23	$197.00	$ 4,531.00	23	$4,531.00	$0.00	100%
6	CLASS IV CONCRETE FOR CLOSURE POURS	CY	9	$607.00	$ 5,159.50	9	$5,159.50	$0.00	100%
7	REINFORCING STEEL FOR CLOSURE POURS	LB	329	$0.90	$ 296.10	963	$866.70	$0.00	293%
8	CONCRETE TRAFFIC RAILING BARRIERS:								
8.1	CONCRETE TRAFFIC RAILING BARRIER 32" VERTICAL SHAPE	LF	120	$65.50	$ 7,860.00	120	$7,860.00	$0.00	100%
8.2	MODIFIED CONCRETE TRAFFIC RAILING BARRIER 32" VERTICAL SHAPE	LF	168	$65.50	$ 11,004.00	168	$11,004.00	$0.00	100%
8.3	TEMPORARY CONCRETE TRAFFIC BARRIER WALL	LF	102	$65.50	$ 6,681.00	102	$6,681.00	$0.00	100%
8.4	CONCRETE TRAFFIC BARRIER WITH SPREAD FOOTING AND QUADGUARD	EA	2	$6,555.00	$ 13,110.00	2	$13,110.00	$0.00	100%
9	STONE PARAPET CAP	LF	286	$53.50	$ 15,301.00	286	$15,301.00	$0.00	100%
10	DECORATIVE ALUMINUM PEDESTRIAN RAILING	LF	168	$55.00	$ 9,240.00	168	$9,240.00	$0.00	100%
11	CLASS IV CONCRETE FOR PILASTERS	CY	7	$1,076.00	$ 6,994.00	7	$6,994.00	$0.00	100%
12	REINFORCING STEEL FOR PILASTERS	LB	995	$0.90	$ 895.50	995	$895.50	$0.00	100%
13	CLASS IV CONCRETE FOR SIDEWALKS	CY	30	$224.00	$ 6,720.00	30	$6,720.00	$0.00	100%
14	REINFORCING STEEL FOR SIDEWALKS	LB	1,808	$0.90	$ 1,627.20	1,808	$1,627.20	$0.00	100%
15	CLASS IV CONCRETE FOR PIPE CRADLES	CY	4	$899.00	$ 3,596.00	1	$899.00	($2,697.00)	25%
16	REINFORCING STEEL FOR PIPE CRADLES	LB	40	$0.90	$ 36.00	10	$9.00	($27.00)	25%
	SUBSTRUCTURE								
17	CLASS IV CONCRETE FOR PILE CAPS	CY	72	$861.00	$ 61,992.00	73	$62,853.00	$0.00	101%
18	REINFORCING STEEL FOR PILE CAPS	LB	11,242	$0.90	$ 10,117.80	12,952	$11,656.80	$0.00	115%
19	PRESTRESSED FDOT PILES:								
19.1	18" X 65' MINIMUM (TEST PILE - ABUTMENT)	LF	65	$168.00	$ 10,920.00	65	$10,920.00	$0.00	100%
19.2	18" X 50' MINIMUM (ABUTMENT)	LF	750	$64.00	$ 48,000.00	750	$48,000.00	$0.00	100%
19.3	14" X 30' MINIMUM (WING WALLS)	LF	420	$69.00	$ 28,980.00	480	$33,120.00	$0.00	114%
20	PILE DYNAMIC TEST LOADING	LS	1	$22,772.00	$ 22,772.00	1	$22,772.00	$0.00	100%
21	PRECAST SHEET PILE - *(CLASS IV CONCRETE, INCLUDES GROUT SOCKS)*:								
21.1	8" X 7'-0" X 16'-0"	LF	224	$133.00	$ 29,792.00	224	$29,792.00	$0.00	100%
21.2	8" X 8'-0" X 16'-0"	LF	32	$222.00	$ 7,104.00	32	$7,104.00	$0.00	100%
21.3	8" X 7'-10" X 16'-0"	LF	32	$222.00	$ 7,104.00	32	$7,104.00	$0.00	100%
21.4	8" X VARIES X 16'-0"	LF	96	$139.00	$ 13,344.00	96	$13,344.00	$0.00	100%
25	CLASS IV CONCRETE FOR RETAINING WALLS	CY	57	$411.00	$ 23,427.00	78	$32,058.00	$0.00	137%
26	REINFORCING STEEL FOR RETAINING WALLS	LB	7,500	$0.90	$ 6,750.00	10,263	$9,236.70	$0.00	137%
27	STEEL SHEET PILING AZ-26 X 35 FT LONG	LF	50	$1,589.00	$ 79,450.00	50	$79,450.00	$0.00	100%
28	CLASS II CONCRETE FOR APPROACH SLABS	CY	97	$188.00	$ 18,236.00	97	$18,236.00	$0.00	100%
29	REINFORCING STEEL FOR APPROACH SLABS	LB	16,560	$0.90	$ 14,904.00	16,560	$14,904.00	$0.00	100%
30	FILTER FABRIC REPAIR AT EXISTING SEAWALL	SY	60	$58.00	$ 3,480.00	60	$3,480.00	$0.00	100%
31	MISCELLANEOUS SOD	SY	120	$3.25	$ 390.00	1,193	$3,877.25	$0.00	994%
32	BACKFILL AT END BENTS	CY	265	$36.50	$ 9,672.50	339	$12,373.50	$0.00	128%
33	CLASS 5 FINISH	LS	1	$1,311.00	$ 1,311.00	1	$1,311.00	$0.00	100%
34	PROPOSED ABANDONED SEAWALL PIPE PENETRATION	LS	1	$3,782.00	$ 3,782.00	1	$3,782.00	$0.00	100%
35	PROPOSED SEAWALL PIPE PENETRATION	LS	1	$3,782.00	$ 3,782.00	1	$3,782.00	$0.00	100%
	SUBTOTAL - BAY DRIVE BRIDGE				$645,007.60		$661,870.15	$0.00	103%

PERIODIC ESTIMATE FOR PARTIAL PAYMENT
Prepared by:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Account Number: 304.9900.541.608001
Project Number: 2005-24

Contract Date: 09/18/2009
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Name and Address of Contractor:
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PERIODIC ESTIMATE NUMBER: 12 & Final FOR PERIOD: September 26, 2010 through January 0, 1900

Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form.) Columns (1) through (5) - Data shown is the proposal of the original executed contract.

Column (8) is provided by the Consultant or Engineer in agreement with the Contractor. Columns (7) through (9) are calculated from Columns (3) through (6)

	DESCRIPTION OF ITEM	CONTRACT				COMPLETED TO DATE			
	(2)	Quantity (3)	Units	Cost Per Unit (4)	Total Unit Cost (5)	Quantity (6)	Total Unit Cost (7)	Uncompleted Work (8)	% Comp. (9)
	** *BRIDGE ITEMS* **								
36	MOBILIZATION *(INCLUDES VIBRATION MONITORING, PRECONSTRUCTION SURVEY OF PROPERTIES)*	LS	1	$21,528.00	$ 21,528.00	1	$21,528.00	$0.00	100%
37	MAINTENANCE OF TRAFFIC	LS	1	$3,933.00	$ 3,933.00	1	$3,933.00	$0.00	100%
38	DEMOLITION & REMOVAL OF EXISTING BRIDGE	LS	1	$39,662.00	$ 39,662.00	1	$39,662.00	$0.00	100%
39	4" DIAMETER PVC PIPE	LF	672	$10.50	$ 7,056.00	672	$7,056.00	$0.00	100%
	SUPERSTRUCTURE								
40	PRESTRESSED PRECAST DECK UNIT:								
40.1	15" X 5'-0" X 23'-0" (3 EA)	LF	69	$224.00	$ 15,456.00	69	$15,456.00	$0.00	100%
40.2	15" X 5'-3" X 23'-0" (4 EA)	LF	92	$221.00	$ 20,332.00	92	$20,332.00	$0.00	100%
40.3	15" X 5'-6" X 23'-0" (1 EA)	LF	23	$211.00	$ 4,853.00	23	$4,853.00	$0.00	100%
41	CLASS IV CONCRETE FOR CLOSURE POURS	CY	9	$607.00	$ 5,159.50	9	$5,159.50	$0.00	100%
42	REINFORCING STEEL FOR CLOSURE POURS	LB	329	$0.90	$ 296.10	329	$296.10	$0.00	100%
43	CONCRETE TRAFFIC RAILING BARRIERS:								
43.1	CONCRETE TRAFFIC RAILING BARRIER 32" VERTICAL SHAPE	LF	110	$65.50	$ 7,205.00	110	$7,205.00	$0.00	100%
43.2	MODIFIED CONCRETE TRAFFIC RAILING BARRIER 32" VERTICAL SHAPE	LF	168	$65.50	$ 11,004.00	168	$11,004.00	$0.00	100%
43.3	TEMPORARY CONCRETE TRAFFIC BARRIER WALL	LF	102	$65.50	$ 6,681.00	102	$6,681.00	$0.00	100%
43.4	CONCRETE TRAFFIC BARRIER WITH SPREAD FOOTING AND QUADGUARD	EA	2	$6,555.00	$ 13,110.00	2	$13,110.00	$0.00	100%
44	STONE PARAPET CAP	LF	278	$54.00	$ 15,012.00	278	$15,012.00	$0.00	100%
45	DECORATIVE ALUMINUM PEDESTRIAN RAILING	LF	168	$55.00	$ 9,240.00	168	$9,240.00	$0.00	100%
46	CLASS IV CONCRETE FOR PILASTERS	CY	7	$1,076.00	$ 6,994.00	7	$6,994.00	$0.00	100%
48	REINFORCING STEEL FOR PILASTERS	LB	995	$0.90	$ 895.50	995	$895.50	$0.00	100%
48	CLASS IV CONCRETE FOR SIDEWALKS	CY	30	$224.00	$ 6,720.00	30	$6,720.00	$0.00	100%
49	REINFORCING STEEL FOR SIDEWALKS	LB	1,955	$0.90	$ 1,759.50	1,955	$1,759.50	$0.00	100%
50	CLASS IV CONCRETE FOR PIPE CRADLES	CY	4	$899.00	$ 3,596.00	2	$1,798.00	($1,798.00)	50%
51	REINFORCING STEEL FOR PIPE CRADLES	LB	40	$0.90	$ 36.00	20	$18.00	($18.00)	50%
	SUBSTRUCTURE								
52	CLASS IV CONCRETE FOR PILE CAPS	CY	52	$1,141.00	$ 59,332.00	63.43	$72,373.63	$0.00	122%
53	REINFORCING STEEL FOR PILE CAPS	LB	11,278	$0.90	$ 10,150.20	13,757	$12,381.30	$0.00	122%
54	PRESTRESSED FDOT PILES:						$0.00		
54.1	18" X 65' MINIMUM (TEST PILE - ABUTMENT)	LF	65	$168.00	$ 10,920.00	65	$10,920.00	$0.00	100%
54.2	18" X 50' MINIMUM (ABUTMENT)	LF	750	$64.00	$ 48,000.00	750	$48,000.00	$0.00	100%
54.3	14" X 30' MINIMUM (WING WALLS)	LF	420	$69.00	$ 28,980.00	420	$28,980.00	$0.00	100%
55	PILE DYNAMIC TEST LOADING	LS	1	$22,772.00	$ 22,772.00	1	$22,772.00	$0.00	100%
56	PRECAST SHEET PILE - *(CLASS IV CONCRETE, INCLUDES GROUT SOCKS):*								
56.1	8" X 7'-0" X 16'-0"	LF	192	$159.00	$ 30,528.00	192	$30,528.00	$0.00	100%
56.2	8" X 7'-10" X 16'-0"	LF	32	$222.00	$ 7,104.00	32	$7,104.00	$0.00	100%
56.3	8" X VARIES X 16'-0"	LF	128	$159.00	$ 20,352.00	128	$20,352.00	$0.00	100%
57	CLASS IV CONCRETE FOR RETAINING WALLS	CY	75	$395.00	$ 29,625.00	79.08	$31,236.60	$0.00	105%
58	REINFORCING STEEL FOR RETAINING WALLS	LB	9,906	$0.90	$ 8,915.40	10,445	$9,400.50	$0.00	105%
59	STEEL SHEET PILING AZ-26 X 35 FT LONG	LF	50	$1,589.00	$ 79,450.00	50	$79,450.00	$0.00	100%
60	CLASS II CONCRETE FOR APPROACH SLABS	CY	97	$188.00	$ 18,236.00	97	$18,236.00	$0.00	100%
61	REINFORCING STEEL FOR APPROACH SLABS	LB	16,560	$0.90	$ 14,904.00	16,560	$14,904.00	$0.00	100%
62	FILTER FABRIC REPAIR AT EXISTING SEAWALL	SY	45	$76.50	$ 3,442.50	45	$3,442.50	$0.00	100%
63	MISCELLANEOUS SOD	SY	140	$3.25	$ 455.00	637	$2,070.25	$0.00	455%
64	BACKFILL AT END BENTS	CY	285	$36.50	$ 10,402.50	285	$10,402.50	$0.00	100%
65	CLASS 5 FINISH	LS	1	$1,311.00	$ 1,311.00	1	$1,311.00	$0.00	100%
66	PROPOSED ABANDONED SEAWALL PIPE PENETRATION	LS	1	$4,062.00	$ 4,062.00	1	$4,062.00	$0.00	100%
67	PROPOSED SEAWALL PIPE PENETRATION	LS	1	$3,782.00	$ 3,782.00	1	$3,782.00	$0.00	100%
	SUBTOTAL - RIVER DRIVE BRIDGE				$613,252.20		$630,420.88	$0.00	103%

PERIODIC ESTIMATE FOR PARTIAL PAYMENT
Prepared by:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
Account Number: 304.9900.541.608001
Project Number: 2005-24

Contract Date: 09/18/2009
Notice to Proceed: 11/24/2009
Total Contract Time: 130 Days
Elapsed Contract Time: 231 Days
% of Contract Time: 177.69%

Name and Address of Contractor:
MISENER MARINE CONSTRUCTION, INC. PO Box 262, Cape Canaveral, Florida 32920

PERIODIC ESTIMATE NUMBER: 12 & Final FOR PERIOD: September 26, 2010 through January 0, 1900

Entries must be limited to work and costs under the original contract only. (Work and cost data under change orders is to be shown in Part 2 of this form.) Columns (1) through (5) - Data shown is the proposal of the original executed contract.

Column (6) is provided by the Consultant or Engineer in agreement with the Contractor. Columns (7) through (9) are calculated from Columns (3) through (6)

	DESCRIPTION OF ITEM	CONTRACT				COMPLETED TO DATE			
	(2)	Quantity (3)	Units	Cost Per Unit (4)	Total Unit Cost (5)	Quantity (6)	Total Unit Cost (7)	Uncompleted Work (8)	% Comp. (9)
68	CLEARING & GRUBBING	LS	1	$6,228.00	$ 6,228.00	1	$6,228.00	$0.00	100%
69	LAYOUT / AS BUILT	LS	1	$100.00	$ 100.00	1	$100.00	$0.00	100%
	UTILITY ITEMS								
70	CONNECT TO EXISTING WATER MAIN	EA	5	$452.00	$ 2,260.00		$0.00	($2,260.00)	0%
71	8" DIP WATER MAIN	LF	260	$71.00	$ 18,460.00		$0.00	($18,460.00)	0%
72	6" DIP WATER MAIN	LF	244	$67.50	$ 16,470.00		$0.00	($16,470.00)	0%
73	BACTERIAL SAMPLE POINT (WM)	EA	4	$302.00	$ 1,208.00		$0.00	($1,208.00)	0%
74	AIR RELEASE VALVE ASSEMBLY (WM)	AS	2	$1,809.00	$ 3,618.00		$0.00	($3,618.00)	0%
75	8" MJ SLEEVE	EA	1	$226.00	$ 226.00		$0.00	($226.00)	0%
76	6" MJ SLEEVE	EA	1	$196.00	$ 196.00		$0.00	($196.00)	0%
77	8" - 45° MJ BEND	EA	17	$286.00	$ 4,862.00		$0.00	($4,862.00)	0%
78	8" - 45° FF BEND	EA	2	$339.00	$ 678.00		$0.00	($678.00)	0%
79	6" - 45° MJ BEND	EA	17	$188.00	$ 3,196.00		$0.00	($3,196.00)	0%
80	6" - 45° FF BEND	EA	2	$452.00	$ 904.00		$0.00	($904.00)	0%
81	6" – 11.25° MJ BEND	EA	1	$211.00	$ 211.00		$0.00	($211.00)	0%
82	8" MJ T- WYE	EA	2	$1,432.00	$ 2,864.00		$0.00	($2,864.00)	0%
83	8" X 6" MJ TEE	EA	1	$482.00	$ 482.00		$0.00	($482.00)	0%
84	8" GATE VALVE & BOX	EA	3	$1,838.00	$ 5,514.00		$0.00	($5,514.00)	0%
85	6" GATE VALVE & BOX	EA	4	$942.00	$ 3,768.00		$0.00	($3,768.00)	0%
86	PIGGING & TESTING (WM)	LS	1	$1,206.00	$ 1,206.00		$0.00	($1,206.00)	0%
87	TEMPORARY JUMPER CONNECTION	EA	2	$377.00	$ 754.00		$0.00	($754.00)	0%
88	CONNECT TO EXISTING FORCE MAIN	EA	8	$452.00	$ 3,616.00		$0.00	($3,616.00)	0%
89	4" DIP FORCE MAIN	LF	706	$30.00	$ 21,180.00		$0.00	($21,180.00)	0%
90	AIR RELEASE VALVE ASSEMBLY (FM)	AS	4	$6,694.00	$ 26,776.00		$0.00	($26,776.00)	0%
91	4" MJ SLEEVE	EA	8	$121.00	$ 968.00		$0.00	($968.00)	0%
92	4" - 45° MJ BEND	EA	36	$151.00	$ 5,436.00		$0.00	($5,436.00)	0%
93	4" - 45° FF BEND	EA	8	$226.00	$ 1,808.00		$0.00	($1,808.00)	0%
94	4" – 22.50° MJ BEND	EA	6	$151.00	$ 906.00		$0.00	($906.00)	0%
95	4" GATE VALVE & BOX	EA	8	$754.00	$ 6,032.00		$0.00	($6,032.00)	0%
96	CONNECT TO EXITING IRRIGATION MAIN	EA	4	$452.00	$ 1,808.00		$0.00	($1,808.00)	0%
97	8" DIP REUSE WATERMAIN	LF	220	$71.00	$ 15,620.00		$0.00	($15,620.00)	0%
98	6" DIP REUSE WATER MAIN	LF	225	$66.50	$ 14,962.50		$0.00	($14,962.50)	0%
99	AIR RELEASE VALVE ASSEMBLY (RWM)	AS	2	$6,694.00	$ 13,388.00		$0.00	($13,388.00)	0%
100	8" MJ SLEEVE	EA	2	$226.00	$ 452.00		$0.00	($452.00)	0%
101	6" MJ SLEEVE	EA	2	$196.00	$ 392.00		$0.00	($392.00)	0%
102	8" - 45° MJ BEND	EA	12	$286.00	$ 3,432.00		$0.00	($3,432.00)	0%
103	8" - 45° FF BEND	EA	2	$339.00	$ 678.00		$0.00	($678.00)	0%
104	6" - 45° MJ BEND	EA	12	$188.00	$ 2,256.00		$0.00	($2,256.00)	0%
105	6" - 45° FF BEND	EA	2	$452.00	$ 904.00		$0.00	($904.00)	0%
106	8" – 22.50° MJ BEND	EA	4	$286.00	$ 1,144.00		$0.00	($1,144.00)	0%
107	6" – 22.50° MJ BEND	EA	2	$211.00	$ 422.00		$0.00	($422.00)	0%
108	8" GATE VALVE & BOX	EA	2	$1,809.00	$ 3,618.00		$0.00	($3,618.00)	0%
109	6" GATE VALVE & BOX	EA	2	$942.00	$ 1,884.00		$0.00	($1,884.00)	0%
	ROADWAY ITEMS								
110	ROADWAY PAVEMENT RESTORATION	SY	680	$69.50	$ 47,260.00	634	$44,063.00	($3,197.00)	93%
111	MILL EXISTING PAVEMENT	SY	550	$17.50	$ 9,625.00	0	$0.00	($9,625.00)	0%
112	CONCRETE CURB & GUTTER (TYPE F)	LF	800	$19.50	$ 15,600.00	790	$15,405.00	($195.00)	99%
113	CONCRETE CURB & GUTTER (TYPE D)	LF	250	$14.00	$ 3,500.00	210	$2,940.00	($560.00)	84%
114	DRIVEWAY RESTORATION	SY	290	$69.50	$ 20,155.00	290	$20,155.00	$0.00	100%
115	FLARED END SECTION	EA	8	$1,449.00	$ 11,592.00	8	$11,592.00	$0.00	100%
116	NUTRIENT SEPARATING BAFFLE STRUCTURE	EA	4	$20,945.00	$ 83,780.00	4	$83,780.00	$0.00	100%
117	INLETS (CURB) (TYPE P-5) (<10')	EA	8	$2,412.00	$ 19,296.00	8	$19,296.00	$0.00	100%
118	DITCH BOTTOM INLETS (TYPE C)	EA	2	$2,098.00	$ 4,196.00	3	$6,294.00	$0.00	150%
119	CONCRETE HEADWALL	EA	1	$2,360.00	$ 2,360.00	1	$2,360.00	$0.00	100%
120	CONCRETE PIPE CULVERT (18")	LF	350	$50.00	$ 17,500.00	350	$17,500.00	$0.00	100%
121	CORRUGATED METAL PIPE (12")	LF	40	$53.00	$ 2,120.00	40	$2,120.00	$0.00	100%
122	SIGNING & PAVEMENT MARKING	LS	1	$3,540.00	$ 3,540.00	0	$0.00	($3,540.00)	0%
	SUBTOTAL - UTILITIES & ROADWAY				$441,411.50		$231,833.00	($209,578.50)	53%

PART 2. SCHEDULE OF CONTRACT CHANGE ORDERS
List every approved change order issued to date of this request even if no work has been done under one or more such orders.

PROJECT NO. 2005-24

CONTRACT CHANGE ORDER No. (1)	Date (2)	DESCRIPTION OF CHANGE ORDER (3)	ADDITIONS TO ORIGINAL CONTRACT PRICE: TOTAL COST OF ITEMS ADDED BY CHANGE ORDER (4)	COST OF CHANGE ORDER ITEMS COMPLETED TO DATE (5)	DEDUCTIONS FROM CONTRACT PRICE AS SHOWN ON CHANGE ORDERS (6)
1	10-Feb-10	Utility Relocation by Directional Bore	$146,500.00	$146,500.00	$184,559.50
2	11-Aug-10	Additions to Contract per RCO's 3, 4, 5, 6, 8 & 9	$36,428.57	$28,924.57	
3	20-Sep-10	Adjust Stormwater Structure S-5 (RCO No. 10)	$5,370.28	$5,370.28	
4		Reconciling As-Built Quantities - Original Contract Items	$45,499.23		$28,487.00
		Reconciling As-Built Quantities - Change Order Items			$9,504.00
		Additional Items	$5,240.32	$5,240.32	
		TOTALS	$239,038.40	$184,035.17	$230,550.50

PART 3. ANALYSIS OF CONTRACT AMOUNT TO DATE:

(a). Original contract amount (column 5 from pages 1 through 3 of this form)	$1,699,671.30
(b). Plus: Additions scheduled in column 4 above	$239,038.40
(c). Less: Deductions scheduled in column 6 above	-$230,550.50
(d). Adjusted contract amount to date	$1,708,159.20

PART 4. ANALYSIS OF WORK PERFORMED:

(a). Cost of original contract work performed to date (column 7 from pages 1 through 3 of this form)	$1,524,124.03	
(b). Extra work performed to date (column 5 above)	$184,035.17	
(c). Total cost of work performed to date	$1,708,159.20	
(d). Less: Amount retained in accordance with contract terms (show both percent and dollar amount)	$0.00	0%
(e). Net amount earned on contract work to date	$1,708,159.20	
(f). Add: Materials stored at close of this period (attach detailed schedule and paid invoices)	$0.00	
(g). Subtotal of (e) and (f)	$1,708,159.20	
(h). Less: amount of previous payments	$1,532,626.99	
(i). BALANCE DUE THIS PAYMENT	$175,532.21	

PART 5. CERTIFICATION OF CONTRACTOR:
According to the best of my knowledge and belief, I hereby certify that all items and amounts shown on the face of this PERIODIC ESTIMATE FOR PAYMENT are correct; that all work has been performed and/or material supplied in full accordance with the requirements of the referenced contract, and /or duly authorized deviations, substitutions, alterations, and/or additions, that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this Periodic Estimate; that no part of the "BALANCE DUE THIS PAYMENT" has been received, and that the undersigned and their subcontractors have complied with all the labor provisions of said contract

By: _____ 17 Nov 10
MISENER MARINE CONSTRUCTION, INC. Date

Name: JOHN V. WARD, JR. Title: PROJECT MANAGER

PART 6. CERTIFICATION BY ENGINEERING CONSULTANT:
I certify that I have checked and verified the above and foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT; that to my best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the contractor, that all work and/or material included in the PERIODIC ESTIMATE has been inspected by my duly authorized representatives or assistants and based on those inspections the work and/or material has been performed and/or supplied in full accordance with the requirements of the referenced contract, and that partial payment claimed and requested by the contractor is correctly computed on the basis of those inspections.

Signed: JASON HANCHUK 11-19-10
BRIDGE DESIGN ASSOCIATES, INC. Date

PART 7. CERTIFICATION BY DIRECTOR(S):
I certify that I have checked and verified the above and foregoing PERIODIC ESTIMATE FOR PARTIAL PAYMENT; that to my best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the contractor, that all work and/or material included in the PERIODIC ESTIMATE has been inspected by my duly authorized representatives or assistants and based on those inspections the work and/or material has been performed and/or supplied in full accordance with the requirements of the referenced contract, and that partial payment claimed and requested by the contractor is correctly computed on the basis of those inspections.

Signed: N/A
Robert Bolton, PE, Water & Sewer Director Date

Signed: _____ 11/23/10
William B. Messersmith, Assistant City Engineer Date

Signed: _____ 12/14/10
Monte K. Falls, Public Works Director Date

Bay Drive and River Drive Bridge Replacements
CONTRACT CHANGE ORDER NO. 4 & Final
Prepared By:
CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS
ACCOUNT NUMBER: 304.9900.541.608001
PROJECT NUMBER: 2005-24

CONTRACT DATE: 09/18/2009
NOTICE TO PROCEED 11/24/2009

Name and Address of Contractor: Misener Marine Construction, Inc.
5600 W. Commerce St., Tampa, FL 33616

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS:

(1)	(2)					(3)	(4)
BID ITEM	DESCRIPTION	CONTRACT QUANTITY	UNITS	UNITS PRICE	CHANGE ORDER QUANTITY	INCREASE IN CONTRACT PRICE	DECREASE IN CONTRACT PRICE
	Reconciling Original Contract Quantities:						
	Bay Drive:						
5.	Prestressed Precast Deck Unit:						
5.1.	15" x 5'-0" x 23'-0" (3 Ea)	69	LF	$210.00	46		$4,830.00
7.	Reinforcing Steel for Closure Pours	329	LB	$0.90	963	$570.60	
15.	Class IV Concrete Pipe for Pipe Cradles	4	CY	$899.00	1		$2,697.00
16.	Reinforcing Steel for Pipe Cradles	40	LB	$0.90	10		$27.00
17.	Class IV Concrete for Pile Caps	72	CY	$861.00	73	$861.00	
18.	Reinforcing Steel for Pile Caps	11242	LB	$0.90	12,952	$1,539.00	
19.	Prestressed FDOT Piles:						
19.3.	14' x 30' Minimum (Wing Walls)	420	LF	$69.00	480	$4,140.00	
25.	Class IV Concrete for Retaining Walls	57	CY	$411.00	78	$8,631.00	
26.	Reinforcing Steel for Retaining Walls	7500	LB	$0.90	10,263	$2,486.70	
31.	Miscellaneous Sod	120	SY	$3.25	1,193	$3,487.25	
32.	Backfill at End Bents	265	CY	$36.50	339	$2,701.00	
	River Drive						
50.	Class IV Concrete Pipe for Pipe Cradles	4	CY	$899.00	2		$1,798.00
51.	Reinforcing Steel for Pipe Cradles	40	LB	$0.90	20		$18.00
52.	Class IV Concrete for Pile Caps	52	CY	$1,141.00	63.43	$13,041.63	
53.	Reinforcing Steel for Pile Caps	11278	LB	$0.90	13,757	$2,231.10	
57.	Class IV Concrete for Retaining Walls	75	CY	$395.00	79.08	$1,811.60	
58.	Reinforcing Steel for Retaining Walls	9906	LB	$0.90	10,445	$485.10	
63.	Miscellaneous Sod	140	SY	$3.25	637	$1,615.25	
	Roadway Items:						
110.	Roadway Pavement Restoration	660	SY	$69.50	634		$3,197.00
111.	Mill Existing Pavement	550	SY	$17.50	0		$9,625.00
112.	Concrete Curb & Gutter (Type F)	800	LF	$19.50	790		$195.00
113.	Concrete Curb & Gutter (Type D)	250	LF	$14.00	210		$560.00
118.	Ditch Bottom Inlets (Type C)	2	EA	$2,098.00	3	$2,098.00	
122.	Signing & Pavement Marking	1	LS	$3,540.00	0		$3,540.00
	Total Original Contract Items:					$45,499.23	$26,487.00
	Reconciling Change Order Quantities:						
	Change Order No. 2						
1105.	RCO No. 9r1. Asphalt Overlay	960	SY	$9.90	0		$9,504.00
	Additions to Original Contract:						
1107.	RCO No. 11a. - Additional restoration for 530 Bay Drive	0	LS	$740.32	1	$740.32	
1108.	RCO No. 11b. - Mobilization charge for milling	0	LS	$3,850.00	1	$3,850.00	
1109.	RCO No. 11c. - FDEP permit for water line modification	0	LS	$650.00	1	$650.00	
	Total Additional Items:					$5,240.32	
	******************CHANGE IN CONTRACT PRICE DUE TO THIS CHANGE ORDER************						
	Total Decrease						$35,991.00
	Total Increase					$50,739.55	
	Difference Between Column (3) and Column (4)					$14,748.55	
	Net INCREASE in contract price					$14,748.55	

The sum of $14,748.55 is hereby ADDED to the previously adjusted contract price of $1,693,410.65
The total adjusted contract price to date thereby is $1,708,159.20
The time provided for the completion of the contract is INCREASED 124 calendar days
This document shall become an amendment to the contract and all provisions of the contract shall apply thereto.

Recommended by: For MKF
Monte K. Falls, Public Works Director — Date: 12/14/10

Accepted by:
John Ward, Misener Marine Construction Inc. — Date: 17 Nov 10

Approved by: Monte K. Falls
Monte K. Falls, Interim City Manager — Date: 12/14/10

Bay Drive and River Drive Bridge Replacements CONTRACT CHANGE ORDER NO. 4 & Final Prepared By: CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS ACCOUNT NUMBER: 304.9900.541.608001 PROJECT NUMBER: 2005-24	SHEET 2 of 2 CONTRACT DATE: 09/18/2009 NOTICE TO PROCEED: 11/24/2009

1. Necessity for changes:

   To reconcile as-built quantities

2. Is proposed change an alternate bid? [ ] Yes [X] No

3. Will proposed change alter the physical size of the project? [ ] Yes [X] No

   If "Yes", explain.

4. Effect of this change on the prime contractors:

   None

5. Has consent of surety been obtained? [X] Yes

   [ ] Not Necessary

6. Will this change affect expiration or extent of insurance coverage? [ ] Yes [X] No

   If "Yes", will the policies be extended? [ ] Yes [ ] No

7. Effect on operation and maintenance costs:

   There should be no effect on operational or maintenance costs

Recommended by: FOR MKF Date: 12/14/10

Monte K. Falls, Public Works Director

3-A)

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Planning and Development Director

DATE: December 10, 2010

SUBJECT: **Small Scale Comprehensive Plan Future Land Use Map Amendment to Re-designate ± 5.74 Acres from GU, Government/Institutional/ Public Use to RL, Residential Low Requested by St. Edward's School Inc. [Plan Amendment Number: C10-000004-FLUM-Map]**

Overview

The Planning and Development Department requests that the attached ordinance (Attachment A) to amend the Future Land Use Map (FLUM) for the former site of St. Edward's Lower School be placed on the City Council's next available agenda for first reading. A copy of the amendment application originally submitted by Riomar 11, LLC, in August 2010, and subsequently transferred to the subject property's owner, St. Edward's School Inc., is provided in Attachment B.

Small Scale Amendment

The future land use map amendment is being processed and approved as a Small Scale Amendment under Chapter 163, Florida Statutes, as it meets the following criteria: involves 10 or fewer acres; the cumulative effect of the acreage for all small scale amendments does not exceed 80 acres in a calendar year; and does not involve the same owner's property within 200 feet of property granted a change within the prior 12 months. As a small scale amendment the proposed ordinance requires only single public hearing to be adopted by the City Council.

Application and Site Background

Subject Property

Applicant/ Property Owner:	St. Edward's School, Inc.
Land Area:	± 5.74 acres

Location:	2225 Club Drive
Parcel Id:	33-400500000003000001.0
Existing City Future Land Use Designation:	GU, Government/Institutional/Public Use, (0 units per acre)
Proposed City Future Land Use Designation:	RL, Residential Low (up to 6 units per acre)
Existing City Zoning:	R-1AA, Single Family Residential (minimum 15,000 square foot lots-less than 3 units per acre)
Surrounding Existing Land Use Pattern:	North – City, (R-1AA, Single Family Residential), country club, Riomar Subdivision South – City, (R-1AA, Single Family Residential), country club/single family residential, Riomar Subdivision East – City, (R-1AA, Single Family Residential), country club, Riomar Subdivision West - City, (R-1AA, Single Family Residential), country club, Riomar Subdivision

Figures 1 and 2 (attached) depict the general location and future land use and zoning designations of the subject property and surrounding properties.

Site Development/Historic Resources/Environment

The subject property was initially developed as the clubhouse for the Riomar County Club in 1929. In the 1960s, it was developed into a private school and was used as such until early this year.

The original Mediterranean Rival style building is listed on the State historical/cultural list as a potentially eligible site for historic preservation; however other incompatible non-historic additions and modifications have been made to the building and property. There are no significant environmental features remaining on the property, other than a significant tree canopy.

Utilities and Services

The property is within the Urban Service Area of the city. The property is located in the City's electric, water and sewer service area and these services are currently provided to the subject property.

Transportation System

The subject property is bounded on the east by Club Drive and south of Bay Oak Drive, both of which are classified as local streets in the Comprehensive Plan. The site is not served by public transit.

Staff Review and Analysis

To approve the requested amendment to the Future Land Use Map requires that the proposed amendment be demonstrated to be internally consistent with the goals, objectives, and policies of the Comprehensive Plan and all applicable requirements of Chapter 163, Florida Statutes. In addressing these criteria, the staff focused its analysis in the following areas:

- Need for the Future Land Use Amendment
- Consistency with the City's Comprehensive Plan;
- Compatibility of Existing Zoning and Future Land Use Designation
- Impacts on available public facilities.

Need for the Future Land Use Map Amendment

The existing zoning designation of the property, R-1AA, conflicts with the current Future Land Use Map designation of GU. This GU designation is intended for the provision of intensive public service and institutional uses and public and private educational facilities. The underlying zoning is R-1AA, which is intended for single family development with a minimum lot size of 15,000 square feet and, as conditional uses, educational facilities, places of worship, public and private utilities, golf courses and country clubs, and public park and recreation areas.

Where a property has conflicting Future Land Use Map and Zoning Map designations, the allowed uses are those which are permitted under both designations. Therefore, the property is limited to educational uses and public and private utilities without a change in the future land use designation.

It is the Planning Director's opinion that the designation of this property as GU on the Future Land Use Map, as well as the GU designation of public school sites, is inappropriate and inconsistent with the intent of Policy 1.12 as discussed more fully in the following section. The City intends to comprehensively address this problem for public school sites during the preparation of Evaluation Appraisal Report-based amendments.

Consistency with Comprehensive Plan

Land Use Element Policy 1.15 states that the City shall regulate land use categories in the Future Land Use Map by establishing compatible zoning districts in the land development regulations. The subject property is currently classified as Government/Institutional/Public Use (GU) land use (Land Use Element Policy 1.12). This is typically applied to those areas where there is a

need for the provision of efficient public service (including hospitals, public utilities, schools, industrial uses, and others). These areas shall be limited to lands that are located adjacent to major transportation facilities such as airports, arterial streets or railroads, buffered from residential neighborhoods. The subject property is inconsistent with this land use designation, as it is surrounded by low-density single-family residential uses designated as RL under the Future Land Use Map and is located adjacent to local streets.

Table 1.10 referenced by Policy 1.15 of the Comprehensive Plan provides a "guide" for identifying the appropriate zoning designations with their appropriate future land use designation. The GU designation does not include any residential zoning districts, but does include the Hospital Institutional District (H), Government Use District (GU), and Industrial District (M). Therefore, the current zoning designation is not compatible with the future land use designation.

Land Use Element Policy 1.4 states that the Residential Low (RL) land use designation sball be applied to areas of the City which are suitable for detached, low-density single family dwelling units on individual lots based on existing development patterns, infrastructure capacity, natural conditions and constraints. Supportive community services ancillary to the residential uses may be located as conditional uses with restrictions within land areas designated RL. These uses include park and recreation uses, schools, cultural and civic uses, and utilities.

The subject property is located within the urban service area and has access to adequate public utilities, and local street access is available. Located near existing low-density residential development and a country club with a golf course, the proposed amendment would allow low-density residential development on the subject property. Therefore, the proposed amendment is consistent with Land Use Element Policy 1.4.

Existing Zoning and Future Land Use Compatibility

The property is currently zoned R-1AA, Single Family Residential. As stated previously, this zoning is not compatible with the existing future land use designation of GU, Government/Institutional/Public Use. Therefore, the request to change the future land use to RL, Residential Low will correct this incompatibility between the existing zoning of the property.

The maximum number of residential units allowed based on the proposed future land use designation is approximately 33 units (5.57 acres x 6 units/acre). However, the existing R-1AA zoning limits residential development to 10 – 16 lots (R-1AA – Single Family Residential; approx. 2.9 units/acre/15,000 sq. ft. min. lot sizes). The zoning district allows by conditional use, educational institutions, golf courses and country clubs, places of worship, public parks and recreation areas, and public and private utilities.

This future land use designation does not change the underlying zoning, therefore, any future increase in residential density would require quasi-judicial public hearings with notice to surrounding property owners and justification to demonstrate consistency with the RL,

Residential Low future land use designation and other relevant Comprehensive Plan policies. Any decision to rezone the property by the City Council would be based on, but not limited to such factors as: consistency with applicable elements of the land development regulations; concurrency; compatibility with surrounding uses; change in any conditions warranting such a change; and environmental and historic resource impacts.

Impacts on Available Public Facilities

A review of the potential development impacts of the requested land use re-designation on the availability of public facilities was conducted as part of this application. Since the GU designation would allow much more intensive uses than under the RL designation, only a very rudimentary review was required.

This review determined that sufficient sanitary sewer, potable water, solid waste, recreation and transportation capacity would be available to accommodate any additional demand, if any, generated by the proposed change in land use. Since the subject property is already developed as a school facility, that had a student enrollment of around 200 students, the change in demand for public facility services should be minimal.

As the change in future land use would allow for a potential overall increase in residential density on the subject property, a conditional School Concurrency Availability Determination letter (SCADL) acknowledging the availability of school capacity has been provided. However, it should be noted that the underlying zoning limits the density to less than 3 units per acre rather than the 6 units per acre reviewed in the SCADL (see Attachment B) and that this concurrency is "only conditional" and is not final until a development order is issued for residential development on the site.

Staff Findings and Recommendation

The staff finds that the proposed amendment is internally consistent with the goals, policies, and objectives of the Comprehensive Plan and recommends approval of the proposed amendment.

Planning and Zoning Board Action

On December 2, 2010, the Planning and Zoning Board conducted a public hearing on the proposed amendment. After considering the Planning and Development Department's staff report and testimony from staff, the applicant, and public, the Planning and Zoning Board unanimously recommended that the City Council approve the proposed amendment. Attachment B contains the Planning and Zoning Board's public hearing record including the Planning and Development Department's staff report to that body.

Recommendation

The staff recommends that the attached draft ordinance be placed on the City Council agenda for first reading and that the City Council approve the scheduling and advertising of the adoption hearing for January 18, 2011.

TJM/tf
Attachments

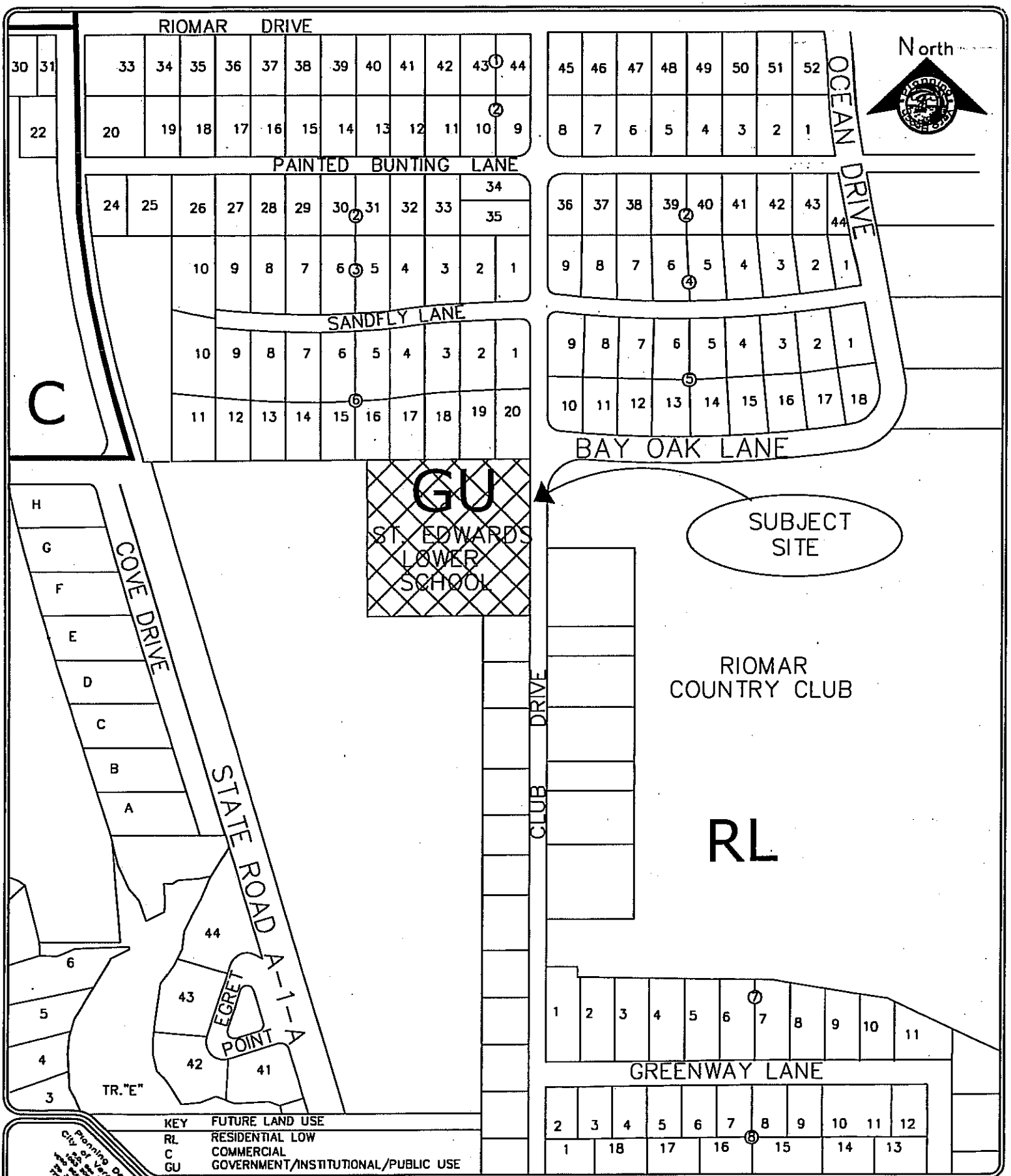


FIGURE 1

CITY OF VERO BEACH - - - FUTURE LAND USE

PREPARED BY THE VERO BEACH PLANNING DEPARTMENT

NOVEMBER 15, 2010 SHEET 1 OF 1
SCALE--NTS
DWN. BY GAYLE LAFFERTY

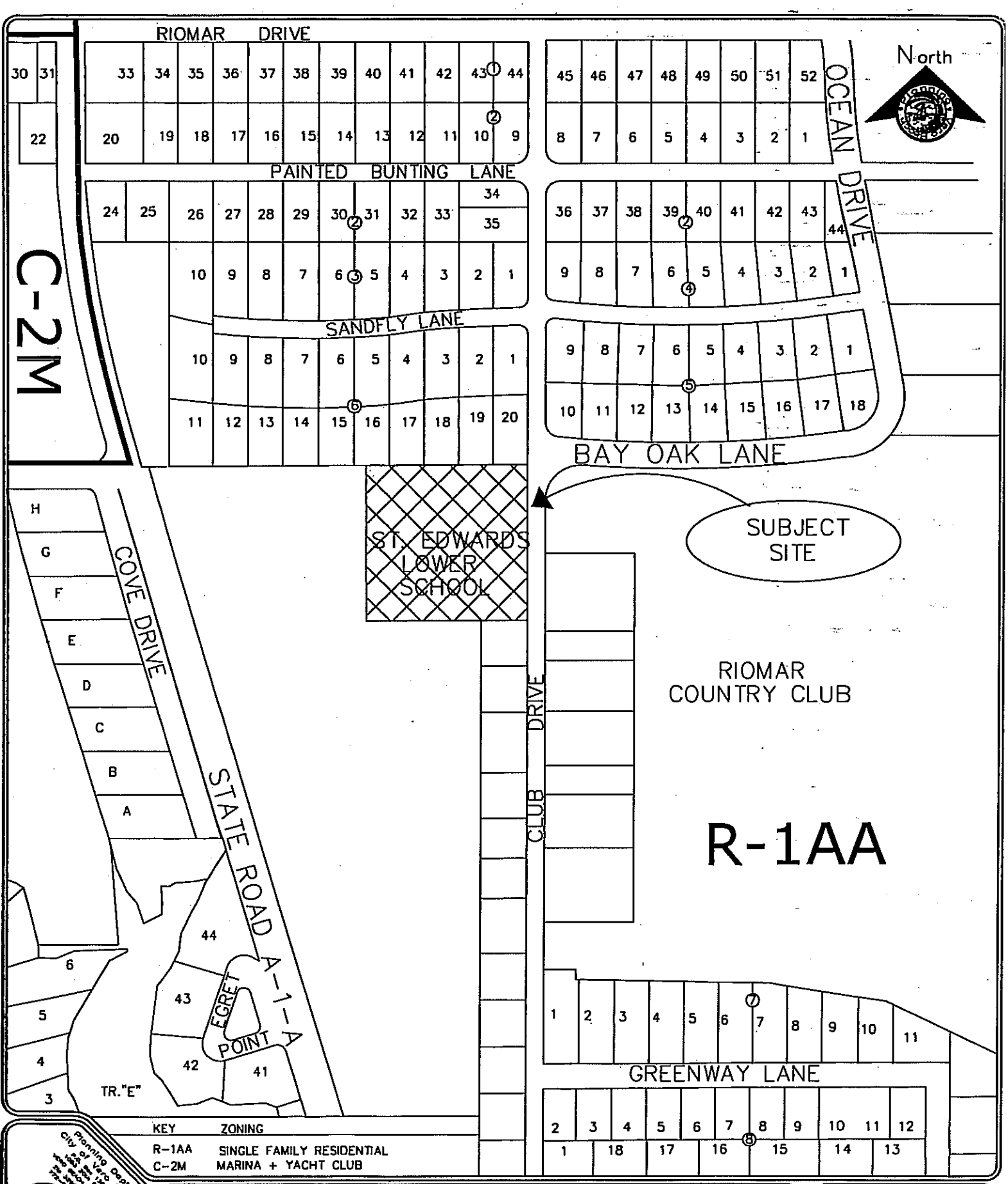


FIGURE 2

CITY OF VERO BEACH – – – ZONING MAP

PREPARED BY THE VERO BEACH PLANNING DEPARTMENT

NOVEMBER 15, 2010 SHEET 1 OF 1
SCALE--NTS
DWN. BY GAYLE LAFFERTY

ATTACHMENT A

DRAFT ORDINANCE AMENDING THE FUTURE LAND USE MAP FOR THE SUBJECT PROPERTY FROM GU TO RL

ORDINANCE NO. 2011 – _____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, REQUESTED BY ST. EDWARD'S SCHOOL, INC., TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP BY CHANGING THE LAND USE DESIGNATION FROM GU, GOVERNMENT/INSTITUTIONAL/PUBLIC USE (0 UNITS PER ACRE) TO RL, RESIDENTIAL LOW (UP TO 6 UNITS PER ACRE) FOR THE PROPERTY LOCATED ON THE WEST SIDE OF CLUB DRIVE SOUTH OF BAY OAK LANE, INCLUDING A PORTION OF GOVERNMENT LOT 3, RIOMAR SUBDIVISION, CONTAINING 5.74 ACRES, MORE OR LESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, St. Edward's School, Inc. submitted an application for a small scale amendment to the Comprehensive Plan Future Land Use Map to the City of Vero Beach, pursuant to Chapter 65, Article III, of the City's Land Development Regulations, requesting a change in the future land use map from GU, Government/Institutional/Public Use (0 units per acre) to RL, Residential Low (up to 6 units per acre) for property comprising 5.74 acres, more or less, located on the west side of Club Drive south of Bay Oak Lane; and

WHEREAS, the City Council adopted the Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, the property described herein meets the criteria for small scale comprehensive plan amendments, pursuant to Section 163.3187(1)(c) of the Florida Statutes; and

WHEREAS, pursuant to Section 163.3174(4)(a) of the Florida Statutes, the Planning and Zoning Board, acting as the Local Planning Agency, held an advertised Local Planning Agency Public Hearing on the small scale comprehensive plan amendment on December 2, 2010, and made a recommendation regarding the amendment to the Vero Beach City Council; and

WHEREAS, the Vero Beach City Council finds the proposed amendment to the Future Land Use Map to be consistent with the goals, objectives, and policies of the Comprehensive Plan;

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

Section 1. Small Scale Comprehensive Plan Amendment Adoption

The small scale amendment to the Vero Beach Comprehensive Plan identified in Section 2 is hereby adopted, and one (1) copy each is to be transmitted to the State of Florida Department of Community Affairs, the Treasure Coast Regional Planning Council, Indian River County, and others.

Section 2. Small Scale Amendment to the Comprehensive Plan Future Land Use Map

The Comprehensive Plan Future Land Use Map designation for the property that is located on the west side of Club Drive south of Bay Oak Lane, comprising 5.74 acres more or less, including a portion of Government Lot 3 of RIOMAR SUBDIVISION, as shown on Plat No. 3, recorded in Plat Book 2, Page 82, of the Public Records of Indian River County, Florida, as graphically depicted in the attached Exhibit "A."

[SEE Exhibit "A"]
Map of Location and Future Land Use of Subject Property

Section 3. Effective Date

The effective date of this ordinance is on the 31st day after adoption, as provided by Section 163.3187(3)(c), Florida Statutes.

****

This Ordinance was read for the first time on the _____day of _____, 2010, and was advertised in the Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the _____ day of _____, 2011, 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 Jay Kramer	☐ **Yes**	☐ **No**
Vice-Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Charles P. Vitunac
City Attorney

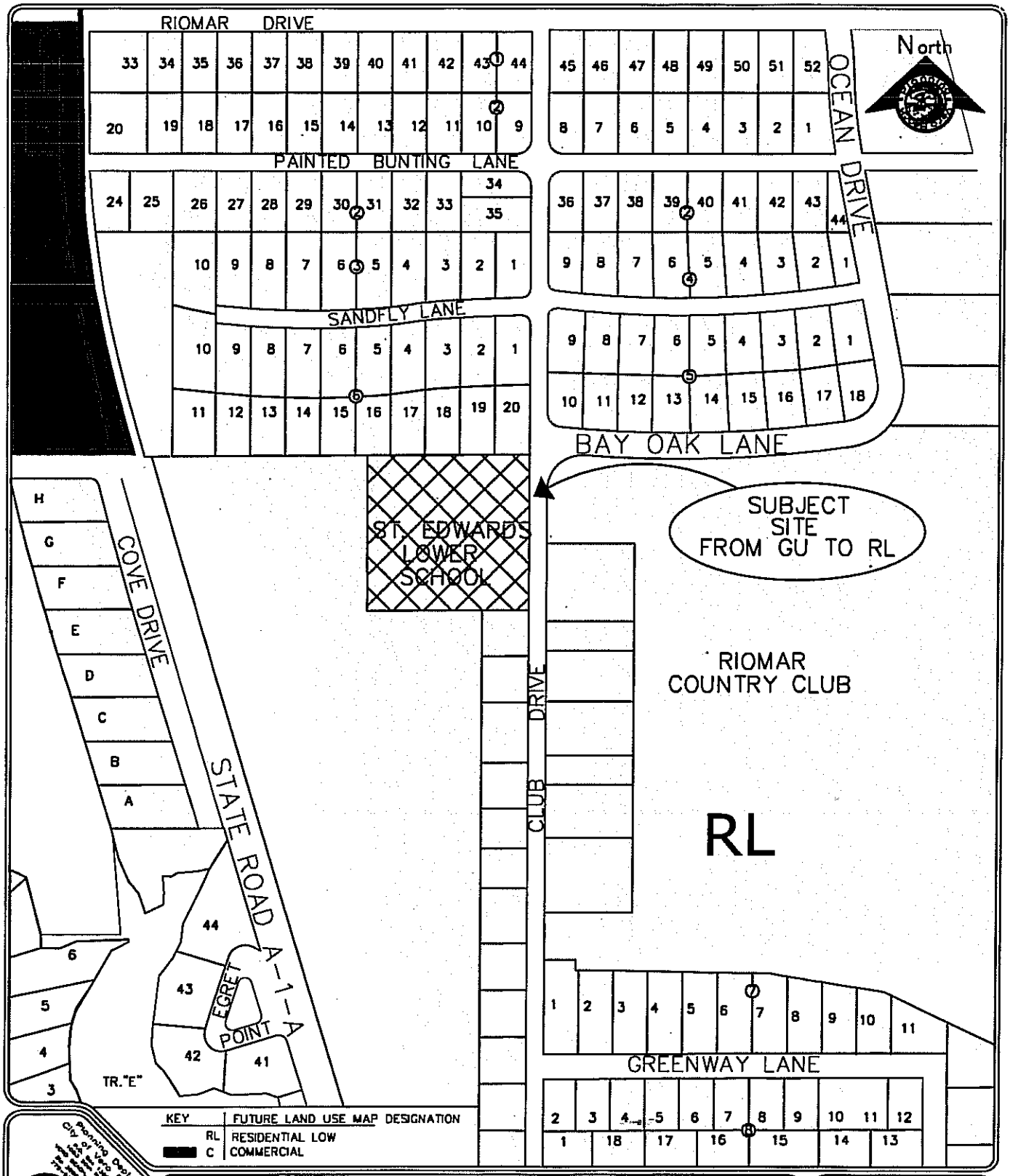
Approved as conforming to municipal policy:

Monte K. Falls
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

Plus Exhibit(s) incorporated by reference



LAND USE CHANGE APPLICATION #C10-000004-FLUM-MAP

LOCATION AND LAND USE OF SUBJECT PROPERTY

DATE 12/10/2010
SCALE--1:400
EXHIBIT A

ATTACHMENT B

PLANNING AND ZONING BOARD
PUBLIC HEARING RECORD

PLANNING AND ZONING BOARD MINUTES
THURSDAY, DECEMBER 2, 2010 - 1:30 PM
CITY HALL, TRAINING ROOM, VERO BEACH, FLORIDA

PRESENT: Vice Chairman, Charles Vogt; Members: Mark Mucher, Richard Kennedy, Scott McCracken, Kevin Doty and Cliff Norris **Also Present:** Planning and Development Director, Tim McGarry; Assistant City Attorney, Wayne Coment and Deputy City Clerk, Sherri Philo

Excused Absences: Ed Llerena and Dennis Ryan
Unexcused Absence: Robert Sammons

I. PRELIMINARY MATTERS

A. Agenda Additions and/or Deletions

There were no changes to the agenda.

II. APPROVAL OF MINUTES

A. Regular Meeting – November 18, 2010

Mr. Doty made a motion to approve the minutes of the November 18, 2010 Planning and Zoning Board meeting. Mr. McCracken seconded the motion and it passed unanimously.

III. PUBLIC HEARINGS

[QUASI-JUDICIAL]

A. A specimen tree removal application submitted by Croom Construction Company to remove one (1) Laurel Oak tree 21½-inches in diameter for site development and proposed mitigation for a property located at 18 Dolphin Drive (#TR10-000100).

The Deputy City Clerk swore in all witnesses that would be testifying at today's meeting enmasse.

Mrs. Maria Lewicka, Urban Planner, reported that staff reviewed the tree removal application and found that the need for the tree removal has been created by the proposed addition to the single family residence and sufficient evidence was not provided by the applicant to demonstrate that reasonable effort was made to preserve the tree through relocation or alteration of the design. Therefore, staff finds the conditions set forth in Code Section 72.42 (1)(e) have not been met and recommends denial of the application unless the applicant is able to demonstrate to the Board that the conditions have been met.

Mr. Mucher said asked are there any photographs of the tree.

Mrs. Lewicka answered no. She reported that it is a Laurel Oak Tree that is in good shape.

At this time, the Deputy City Clerk swore in Mr. Wilbur C. Biggin, Jr., Property Owner.

Mr. Biggin reported that the proposed addition would be within seven to eight feet of the tree. He had two major concerns with the tree. One was in doing the excavation for the addition it would disrupt the roots on the north side of the tree, which would make it susceptible to fall over during a storm. The second concern was that the root system has grown under the foundation. He also felt that after construction the tree would be susceptible to disease. He said that there was no place on his property to relocate the tree.

Mr. Norris asked has construction started.

Mr. Biggin answered no.

Mr. Norris asked was an Arborist consulted regarding root damage, disease, etc.

Mr. Biggin said that the person who would be doing the landscaping said that the tree could be susceptible to disease.

Mr. Vogt asked was this construction an addition to the original plan.

Mr. Biggin said it is an addition to an existing home.

Mr. Vogt asked has the plan been approved.

Mr. Biggin said it is currently in the permitting process.

Mrs. Lewicka reported that she received the last review on the addition yesterday.

Mr. Mucher said in looking at the illustration provided, it looks like there is about 15 to 20 feet from the foundation to the tree.

Mr. Biggin stated that the property owner to the east of their property had some work done and the root system from this tree was all the way to his property.

Mr. Mucher said that was about 100 feet.

Mr. Biggin said that the roots were going towards the water.

Mr. Kennedy asked are there other Oak Trees on the property.

Mr. Biggin said there is a very large Oak Tree on the west of the property.

Mr. Kennedy asked are there a lot of Oak Trees in the neighborhood.

Mr. Biggin said that he has not really looked, but thought that there was one Oak Tree in the neighborhood.

Mr. McCracken asked is there an Arborist on staff and have they assessed the health of the tree.

Mr. Tim McGarry, Planning and Development Director, reported that there is not an Arborist on staff, but during the process, staff would look at the tree and if they are unable to tell then they would require the property owner to bring in a certified Arborist.

The Vice Chairman closed the public hearing at 1:50 p.m., with no one else wishing to be heard.

Mr. Doty said that in the end they may have enough evidence to justify removal of the tree, but at this point he felt that they needed to support staff. He felt that if they grant this then they would not be following their own criteria. If the property owner had an opinion of a certified Arborist that the tree was going to die in the process or would be a danger to the home then that would be different.

Mr. Norris made a motion to approve the application submitted by Croom Construction Company for the specimen tree removal permit required for the construction of a 402 square feet addition to a single-family residence proposed at 18 Dolphin Drive – Specimen Tree Removal/Relocation Permit Application #TR10-000100. Mr. Kennedy seconded the motion.

Mr. McCracken felt that a certain amount of root damage could be sustained by the tree and still have it unaffected. Therefore, in his opinion, the proximity of the tree and the building could coincide with each other.

Mr. Norris reported for the record that he and Mr. David Croom were partners in a project unrelated to Croom Construction and this would not influence the way he would vote.

The motion failed 4-2 with Mr. Kennedy voting yes, Mr. McCracken no, Mr. Norris yes, Mr. Doty no, Mr. Mucher no and Mr. Vogt no.

Mr. McGarry asked the Board if the applicant was to bring in an opinion from a certified Arborist, would they be willing to reconsider this. The Board said that they would.

[LEGISLATIVE]

B. An application submitted by St. Edward's School, Inc., to amend the Future Land Use Map of the City of Vero Beach, Florida, by changing the designation of GU, Government/Institutional/Public Use, to RL, Residential Low, for 5.57 acres located on the west side of Club Drive south of Bay Oak Lane (#C10-000004-FLUM-MAP).

Mr. McGarry gave a brief report on the application submitted by St. Edward's School to amend the Future Land Use Map (on file in the City Clerk's office). He reported that this parcel contains 5.57 acres. The existing future land use designation is Government/Institutional/Public Use (GU) and the proposed future land use application is for Residential Low (RL), which allows six units per acre. The existing zoning is R-1AA, which

is a minimum of 15,000 square foot lots and yields less than three units per acre. He stated that part of the building (St. Edwards School) is historic. He reported that the existing zoning designation of R-1AA conflicts with the Land Use designation of GU. The current designation of GU only allows educational facilities and public utilities. He reported that the GU designation is not consistent with the corporate policy in the comprehensive plan. Staff recommends approval of the proposed future Land Use Map amendment designating the property to RL.

Mr. Mucher asked if they approve this, would it prevent another school from going in there.

Mr. McGarry explained that schools are allowed under the RL designation.

Mr. McCracken asked what is the maximum number of homes that would be allowed.

Mr. McGarry said one of the prospective purchasers showed 10 units (10 lots).

Mr. Kennedy asked if they change the Future Land Use Plan, does that preclude a charter school or nursing home from going on the property.

Mr. McGarry answered no.

Mr. McCracken referred to page five of six where it states "zoning limits residential development to 10 – 16 lots." He said that Mr. McGarry said it would be 10 lots.

Mr. McGarry said realistically they would get around 10 lots.

Mr. McCracken asked if they split the acreage up to 10 lots, would those 10 lots be comparable to the surrounding properties.

Mr. McGarry answered yes.

Mr. Bruce Barkett, Attorney representing the applicant, said there was a prospective purchaser who hired Matt McGuire and Associates to put together a site plan for a plat, which had 10 lots. Mr. Barkett said that he compared the plat to an aerial of the property and the lots were exactly comparable to the surrounding properties. He showed the Board the Planning Map of the area, which was good planning. He then showed the Board the Land Use Map, which was bad planning and that is what they were trying to correct. Right now the property cannot be used for the zoning it has.

Mr. George Hanlon (spelling may be incorrect) stated that he is a resident of Riomar and knows the area well. He said that he has three lots, which average anywhere from 15,000 to 18,000 square feet. The proposed lots would be 15,000 square feet or larger, which would be very compatible with the neighborhood.

Mr. Jim Gillon, 2743 Ocean Drive, felt that in moving this forward it would be wise to get the owner to agree that they won't change the zoning. He hoped that they (purchaser) would consider some effort to salvage the historic building.

The Vice Chairman closed the public hearing at 2:10 p.m., with no one else wishing to speak.

Mr. Kennedy made a motion to approve the amendment of the Comprehensive Plan Future Land Use Map to re-designate plus or minus 5.57 acres from GU to RL. Mr. Mucher seconded the motion and it passed 6-0 with Mr. Kennedy voting yes, Mr. McCracken yes, Mr. Norris yes, Mr. Doty yes, Mr. Mucher yes and Mr. Vogt yes.

[LEGISLATIVE]

C. Public Hearing to Consider Annual Update to the Capital Improvements Element of the City of Vero Beach Comprehensive Plan (#C10-000005-CLP-TXT).

Mr. McGarry said that he would like to have this move forward today so it could go before the City Council. He briefly gave an overview of the supplemental information on the annual update to the Capital Improvements of the City of Vero Beach Comprehensive Plan (on file in the City Clerk's office). He asked that the Board approve this to go before the City Council for their approval.

Mr. Kennedy made a motion to approve the Capital Improvements Element of the City of Vero Beach Comprehensive Plan #C10-000005-CLP-TXT to be submitted to City Council for their approval. Mr. Doty seconded the motion.

Mr. McCracken referred to the expenditures for potable water and sanitary sewer. He asked isn't the City primarily built out in that capacity. He asked does the expenditure go for maintenance.

Mr. McGarry said a lot of the expenditure would go for maintenance and there are things that come along with new environmental regulations.

Mr. McCracken said the sanitary sewer expenditures were drastically cut. He asked are they cutting the budget and then have a major shortfall down the road.

Mr. McGarry said a water and sewer rate study was done and it was his understanding that some of the projects could be put off and some reduced in scope.

Mr. McCracken was concerned that the City Council may be making decisions that are politically correct in not raising taxes rather than doing the right thing. He could not see how they could go from $5.1 million dollars to $1.5 million dollars in expenditures in one year when they know that maintenance needs to be done.

Mr. McGarry explained that these were capital expenditures.

The motion passed 6-0 with Mr. Kennedy yes, Mr. McCracken yes, Mr. Norris yes, Mr. Doty yes, Mr. Mucher yes and Mr. Vogt yes.

IV. PLANNING DEPARTMENT MATTERS

Mr. McGarry reported that the Evaluation Appraisal Report has been found sufficient by the Department of Community Affairs.

Mr. McGarry said that he did not have anything to report to the Board for their December 16th meeting. The Board members agreed to cancel their December 16, 2010 meeting.

V. CHAIRMAN'S MATTERS

None

VI. ADJOURNMENT

Today's meeting adjourned at 2:30 p.m.

/sp

DEPARTMENTAL CORRESPONDENCE

TO: Chairman Ryan & Members of the Planning and Zoning Board

THROUGH: Timothy J. McGarry, AICP
Planning and Development Director

FROM: Gayle A. Lafferty, AICP
Planner

DATE: November 23, 2010

SUBJECT: Small Scale Comprehensive Plan Future Land Use Map Amendment to Re-designate ± 5.57 Acres from GU, Government/Institutional/Public Use to RL, Residential Low [Plan Amendment Number: C10-000004-FLUM-Map; Address: 2225 Club Drive, Riomar Subdivision]

Overview

The City Planning and Development Department initiated a Future Land Use Map (FLUM) change for this property in December 2009. This application was withdrawn in January 2010. A new FLUM application was submitted to the City Planning and Development Department by Riomar 11, LLC in August 2010. On November 15, 2010 the City Planning and Development Department received a formal request to transfer the name of the applicant from Riomar 11, LLC to St. Edward's School, Inc.

The application requesting approval of a small scale comprehensive plan future land use map amendment is attached. This report provides: 1) description and conditions information on the amendment; 2) review and analysis of impacts, consistency and compatibility of the amendment. The report concludes with staff's recommendation.

Description and Conditions

The future land use map amendment is being processed and approved as a Small Scale Amendment under Chapter 163, Florida Statutes, as it meets the following criteria: involves 10 or fewer acres; the cumulative effect of the acreage for all small scale amendments does not exceed 80 acres in a calendar year; and does not involve the same owner's property within 200 feet of property granted a change within the prior 12 months.

Background on Subject Property

Applicant/ Property Owner:	St. Edward's School, Inc.
Land Area:	One parcel consisting of 5.57 acres.
Location:	2225 Club Drive.
Existing City Future Land Use Designation:	This property is designated GU, Government/Institutional/Public Use on the City's Future Land Use Map (FLUM) (0 units per acre).
Proposed City Future Land Use Designation:	RL, Residential Low (up to 6 units per acre).
Existing City Zoning:	This property is zoned R-1AA, Single Family Residential District (minimum 15,000 square foot lots-less than 3 units per acre).
Surrounding Existing Land Use Pattern:	North – City, (R-1AA, Single Family Residential), country club, Riomar Subdivision South – City, (R-1AA, Single Family Residential), country club/single family residential, Riomar Subdivision East – City, (R-1AA, Single Family Residential), country club, Riomar Subdivision West - City, (R-1AA, Single Family Residential), country club, Riomar Subdivision

Figures 1 and 2 (attached) depict the general location and future land use designation and zoning of the subject property and surrounding properties.

Site Development/Historic Resources/Environment

The subject property was initially developed as the clubhouse for the Riomar County Club in the 1929. In the 1960s, it was developed into a private school and was used as such until early this year.

The original Mediterranean Rival style building is listed on the State historical/cultural list as a potentially eligible site for historic preservation; however other incompatible non-historic additions and modifications have been made to the building and property.

There are no significant environmental features remaining on the property, other than a significant tree canopy.

Utilities and Services

The property is within the Urban Service Area of the city. The property is located in the City's electric, water and sewer service area. These services are currently provided to the subject property.

Transportation System

The subject property is bounded on the east by Club Drive and south of Bay Oak Drive, both of which are classified as local streets in the Comprehensive Plan.

Review and Analysis

In this section, an analysis of the reasonableness of the Future Land Use Map amendment designation is presented. Specifically, this analysis addresses:

- Need for the Future Land Use Amendment
- Consistency with the City's Comprehensive Plan;
- Compatibility with the surrounding area; and
- Impacts on available public facilities.

Need for the Future Land Use Map Amendment

The existing zoning designation of the property, R-1AA, conflicts with the current Future Land Use Map designation of GU. This GU designation is intended for the provision of intensive public service and institutional uses and public and private educational facilities. The underlying zoning is R-1AA, which is intended for single family development with a minimum lot size of 15,000 square feet and, as conditional uses, educational facilities, places of worship, public and private utilities, golf courses and country clubs, and public park and recreation areas.

Where a property has conflicting Future Land Use Map and Zoning Map designations, the allowed uses are those which are permitted under both designations. Therefore, the property is limited to educational uses and public and private utilities without a change in the future land use designation.

It is the Planning Director's opinion, that the designation of this property as GU on the Future Land Use Map, as well as the GU designation of public school sites, is inappropriate and inconsistent with the intent of Policy 1.12 as discussed more fully in the following section. The City intends to comprehensively address this problem for public school sites during the preparation of Evaluation Appraisal Report-based amendments.

Consistency with Comprehensive Plan

Land Use Element Policy 1.15 states that the City shall regulate land use categories in the Future Land Use Map by establishing compatible zoning districts in the land development regulations. The subject property is currently classified as Government/Institutional/Public Use (GU) land use (Land Use Element Policy 1.12). This is typically applied to those areas where there is a need for the provision of efficient public service (including hospitals, public utilities, schools, industrial uses, and others). These areas shall be limited to lands that are located adjacent to major transportation facilities such as airports, arterial streets or railroads, buffered from residential neighborhoods. The subject property is inconsistent with this land use designation, as it is surrounded by low-density single-family residential uses and is located adjacent to local streets.

Table 1.10 referenced by Policy 1.15 of the Comprehensive Plan provides a "guide" for identifying the appropriate zoning designations with their appropriate future land use designation. The GU designation does not include any residential zoning districts, but does include the Hospital Institutional District (H), Government Use District (GU), and Industrial District (M). Therefore, the current zoning designation is not compatible with the future land use designation.

Land Use Element Policy 1.4 states that the Residential Low (RL) land use designation shall be applied to areas of the City which are suitable for detached, low-density single family dwelling units on individual lots based on existing development patterns, infrastructure capacity, natural conditions and constraints. Supportive community services ancillary to the residential uses may be located as conditional uses with restrictions within land areas designated RL. These uses include park and recreation uses, schools, cultural and civic uses, and utilities.

The subject property is located within the urban service area, and has access to adequate public utilities, and local street access is available. Located near existing low-density residential development, and a country club with golf course, the proposed amendment would allow low-density residential development on the subject property. Therefore, the proposed amendment is consistent with Land Use Element Policy 1.4.

Existing Zoning and Future Land Use Compatibility

The property is currently zoned R-1AA, Single Family Residential. As stated previously, this zoning is not compatible with the existing future land use designation of GU, Government/Institutional/Public Use. Therefore, the request to change the future land use to RL, Residential Low will correct this incompatibility between the existing zoning of the property.

The maximum number of residential units allowed based on the proposed Future Land Use designation is approximately 33 units (5.57acres x 6 units/acre). However, the

existing R-1AA zoning limits residential development to 10 – 16 lots (R-1AA – Single Family Residential; approx. 2.9 units/acre/15,000 sq.ft. min. lot sizes).

This future land use designation does not change the underlying zoning, therefore, any future increase in residential density would require quasi-judicial public hearings with notice to surrounding property owners and justification to demonstrate consistency with the RL, Residential Low future land use designation and other relevant Comprehensive Plan policies. Any decision to rezone the property by the City Council would be based on, but not limited to such factors as: consistency with applicable elements of the land development regulations; concurrency; compatibility with surrounding uses; change in any conditions warranting such a change; and environmental and historic resource impacts.

Compatibility with the surrounding area

Overall, there will be no significant change in the compatibility of the subject property with the surrounding properties. The subject property is surrounded by single family residences and a country club with a golf course. All these uses have a RL future land use designation and a R-1AA zoning designation.

Impacts on Available Public Facilities

A review of the potential development impacts of the requested land use re-designation on the availability of public facilities was conducted as part of this application. Since the GU designation would allow much more intensive uses than under the RL designation, only a very rudimentary review was required.

This review determined that sufficient sanitary sewer, potable water, solid waste, recreation and transportation capacity would be available to accommodate any additional demand, if any, generated by the proposed change in land use. Since the subject property is already developed as a school facility, that had a student enrollment of around 200 students, the change in demand for public facility services should be minimal.

As the change in future land use would allow for a potential overall increase in residential density on the subject property, a conditional School Concurrency Availability Determination letter (SCADL) acknowledging the availability of school capacity has been provided. However, it should be noted that the underlying zoning limits the density to less than 3 units per acre rather than the 6 units per acre reviewed in the attached SCADL and that this concurrency is "only conditional" and is not final until a development order is issued for residential development on the site.

Conclusion

The proposed amendment is consistent with the comprehensive plan, compatible with the surrounding land uses, and is not expected to cause adverse impacts on the environment or the provision of public services.

Recommendation

Based on the analysis, the staff recommends that the Planning and Zoning Board in its capacity as the Local Planning Agency recommend that the City Council approve the proposed Future Land Use Map amendment designating the subject property to RL (Residential Low).

Attachments

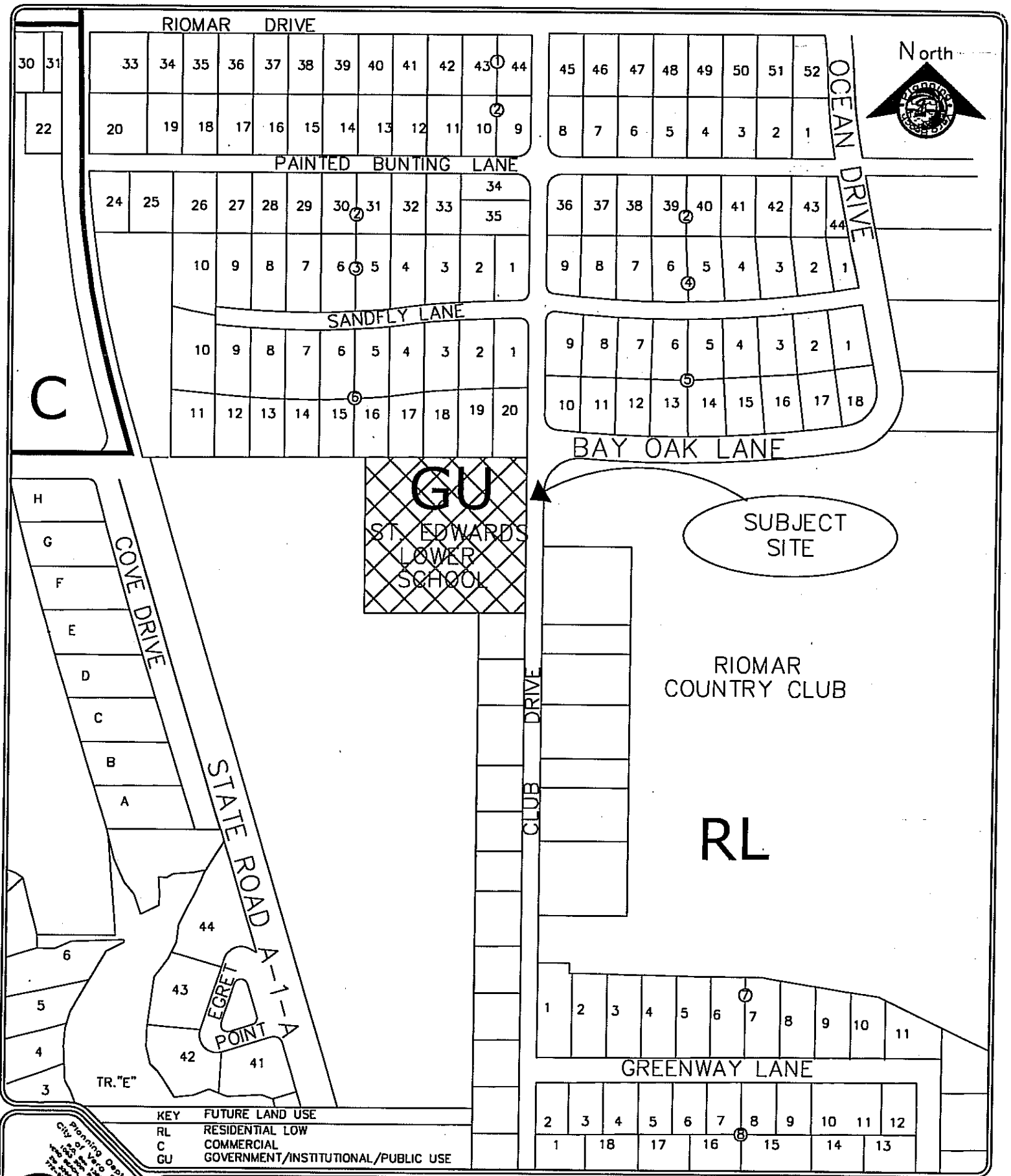


FIGURE 1

CITY OF VERO BEACH – – – FUTURE LAND USE

PREPARED BY THE VERO BEACH PLANNING DEPARTMENT

NOVEMBER 15, 2010 SHEET 1 OF 1
SCALE--NTS
DWN. BY GAYLE LAFFERTY

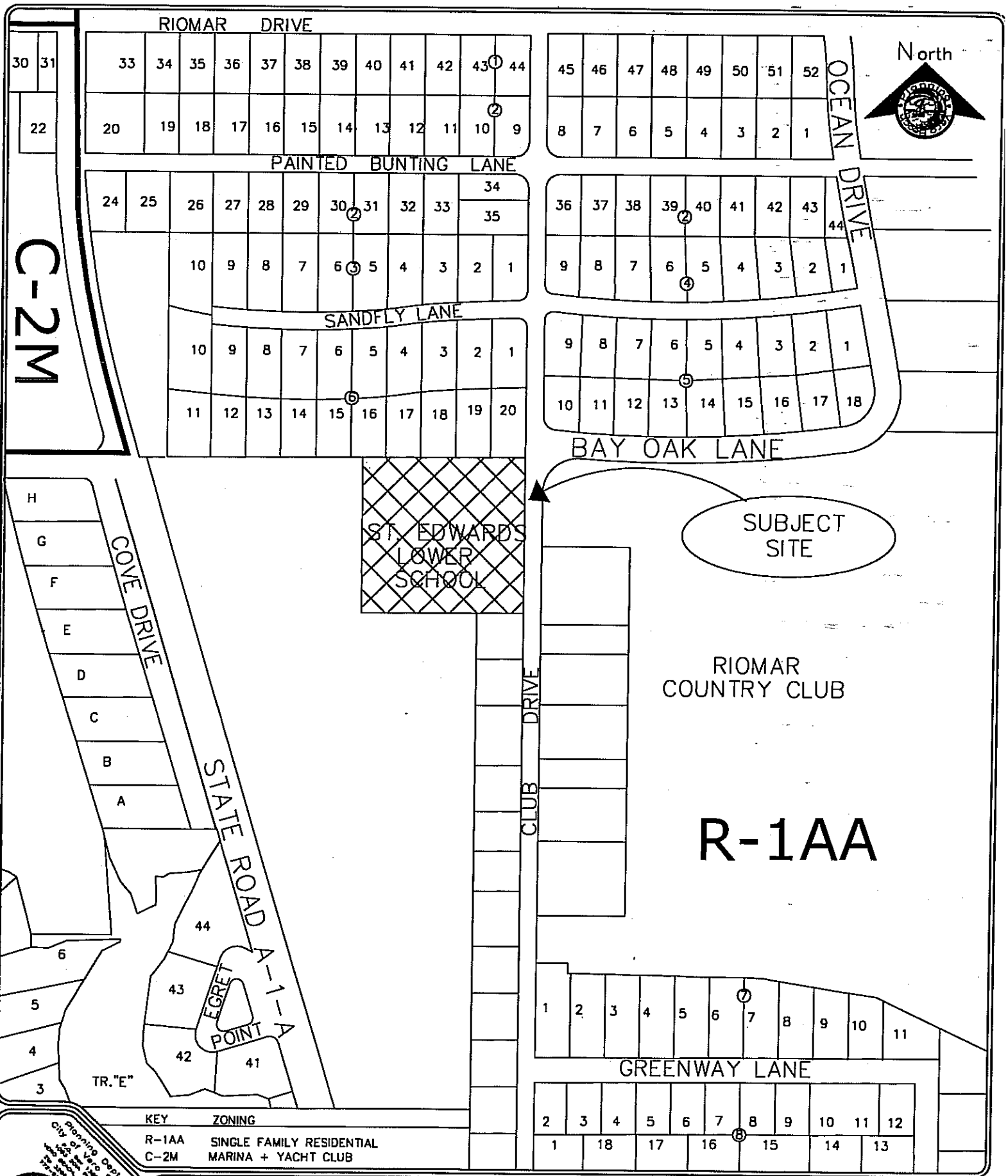


FIGURE 2

CITY OF VERO BEACH – – – ZONING MAP

PREPARED BY THE VERO BEACH PLANNING DEPARTMENT

NOVEMBER 15, 2010 SHEET 1 OF 1
SCALE--NTS
DWN. BY GAYLE LAFFERTY

November 15, 2010

Mr. Timothy McGarry, AICP
Planning Director
City of Vero Beach
1053 20th Place
Vero Beach, Florida 32960

RE: St. Edwards Lower School Site

Dear Mr. McGarry,

Please consider this a formal request to transfer the application for Land Use Amendment for the above referenced property to St. Edwards School, Inc.

Sincerely,

Dick Yarborough, CFO
St. Edwards School, Inc.

NOV 2010
City of Vero Beach
Planning Dept.

FUTURE LAND USE MAP (FLUM) AMENDMENT APPLICATION

City of Vero Beach Planning & Development Department
1053 20th Place – P.O. Box 1389
Vero Beach, Florida 32961-1389
Phone (772) 978-4550 / Fax (772) 778-3856

Date Received 8/13/10 Application # C10-000004 FLUM-MAP

Prior to completing or signing this application, applicants and property owners are encouraged to read it thoroughly. If you have any questions, please do not hesitate to contact the Planning Department at (772) 978-4550.

APPLICANT Riomar 11, LLC Telephone 561-833-5500
Fax #:

MAILING ADDRESS 2655 North Ocean Drive, Suite 100 Singer Island, Florida 33404

SITE OWNER St. Edward's School, Inc. Telephone 772-231-4136
Fax #:

OWNER ADDRESS 246 S Highway A1A Vero Beach, FL 32963

SITE LOCATION 2225 Club Drive Vero Beach, FL 32963

PARCEL I.D. NUMBER 33400500000003000001.0

LEGAL DESCRIPTION see attached survey

PROPOSED CHANGE: FROM GU TO RL

AUG 2010
City of Vero Beach Planning Dept.

(If this amendment requires a zoning change, a Zoning Change Application must accompany this request.)

*Application Fee**		*with Zoning Change*
Large Scale (More than 10 acres)	$2,800	$4,100
Small Scale (Less than 10 acres)	$2,100	$3,000

* See attached fee schedule for additional advertising and administrative costs.

Applicant Signature 8/13/10 Date

Ronald L Edwards 8/13/10
Property Owner Signature Date

DAVID KNIGHT
(Print Name)

RONALD L. EDWARDS
(Print Name)
CHAIRMAN OF THE BOARD OF TRUSTEES

$ 2100.00
810.00

FUTURE LAND USE MAP (FLUM) CHANGE JUSTIFICATION

The applicant shall have the burden for justifying the amendment including identifying specific reasons warranting the amendment. Therefore, unless waived by the Planning Director, as part of the FLUM change request, please provide justification for the proposed change by providing the following required items along with any supporting data and information:

1. Describe why the proposed change is needed, including any change in circumstances to the property or the neighborhood/area in which the property is located that warrant a change in the FLUM designation.

2. Describe how the proposed amendment to the FLUM is compatible with the goals, objectives, and policies of the Land Use Element and other affected elements of the Comprehensive Plan.

3. Describe how the proposed amendment is compatible with the FLUM designations within the immediate vicinity of the property subject to the proposed change and will not lead to undesirable changes to established residential neighborhoods.

4. Provide School Impact Analysis, if allowable residential density is increased, indicating number of potential dwelling units by type. For purposes of dwelling unit type, the applicant shall use single family for ES and RL designations and multi-family for all other designations.

5. Provide data and analysis of the impacts on non-educational school facilities and services subject to the concurrency requirements of the Capital Improvements Element of the Comprehensive Plan. This analysis should show the availability of and demand on the following: sanitary sewer; solid waste; drainage; potable water; roads; and recreation, as appropriate. The demand estimates should be based on the change in demand over the current land use designation for the property and clearly spell out the assumptions used in the demand and availability analysis.

NOTE: If the proposed FLUM change is in combination with a proposed Zoning Map change, required Items 4 and 5 above should be prepared based on the permitted residential densities and non-residential uses and intensities of the proposed zoning district.

ADDITIONAL MATERIALS REQUIRED

The following materials are also required:

1. A copy of the property deed.
2. One original and one copy of submitted materials.
3. A Traffic Impact Assessment or Statement if required by Chapter 910, Indian River County Code.
4. Two (2) sealed surveys prepared by a State of Florida licensed surveyor made and dated within one year and to include existing topographic features, elevations based on mean sea

level datum to be shown together with the benchmark reference used, rights-of-way and easements, water bodies and courses, and wetlands.

ADDITIONAL FEES SCHEDULE:

Large and small scale map amendments only:

Advertising fee (1 regular advertisement):	$	110
Advertising fee (2 special advertisements)	$	700

Large scale map amendment with zoning change:

Advertising fee (1 regular advertisement)	$	110
Advertising fee (4 special advertisements)	$	1,400
Compiling of Mailing List and Preparing Notification Notice	$	35
Posting of Property	$	40
Handling and Mailing of Notification	$	2.50 per address

Small scale map amendment with zoning change:

Advertising fee (3 regular advertisements)	$	330
Compiling of Mailing List and Preparing Notification Notice	$	35
Posting of Property	$	40
Handling and Mailing of Notification	$	2.50 per address

AUG 2010
City of Vero Beach
Planning Dept.

Old Oak Lake Subdivision ~ Future Land Use Map Change Justification

1. **Describe why the proposed change is needed, including any change in circumstances to the property or the neighborhood/area in which the property is located that warrant a change in the FLUM designation.**

We are requesting a change from GU (government, institutional, public use) to RL (residential low). The current land use is not in conformance with the existing zoning on the property, which is zoned R1-AA (single family residential). St. Edwards School previously used the property for their elementary school students. However, the institution recently consolidated their campuses so that all students would be located on the main campus and subsequently placed the property on the real estate market for sale. The subject property is currently surrounded by single family homes, all with identical zoning/future land use designations as proposed for the property. The requested land use designation is more compatible with the surrounding area, as well as with the current zoning for the property.

2. **Describe how the proposed amendment to the FLUM is compatible with the goals, objectives, and policies of the Land Use Element and other affected elements of the Comprehensive Plan.**

The proposed request to change the land use designation is more compatible with the goals, objectives, and policies of the Land Use Element than the existing designation on the property. The proper place for GU properties are "areas in locations where necessary for efficient public service and where potentially adverse effects on adjacent residential neighborhoods can be minimized." The proper location for RL land uses are in "areas with good visual quality with access to, but protected from, the potentially adverse influences of major streets, and intensive commercial and industrial activities and airports." The subject property is located on a golf course and is surrounded by existing low density single family homes in the old Vero Beach Riomar neighborhood. Many of the homes are located on dirt roads. Club Drive, where access to the former school occurred, is a neighborhood road more suitable for commutes from single family homes, rather than the higher traffic volumes associated with elementary school use.

3. **Describe how the proposed amendment is compatible with the FLUM designations within the immediate vicinity of the property subject to the proposed change and will not lead to undesirable changes to established residential neighborhoods.**

As stated in the previous response, the proposed amendment is more compatible with the FLUM designations in the vicinity of the project and will be a more desirable land use to the well-established Riomar neighborhood community.

4. **Provide School Impact Analysis, if allowable residential density is increased, indicating number of potential dwelling units by type. For purposed of dwelling**

unit type, the applicant shall use single family for ES and RL designations and multi-family for all other designations.

The proposed amendment would be for an additional 10 single family dwelling units. The effect of 10 units on the capacity of schools in the area is minimal. As per the Land Use Element of the City's Comprehensive Plan, the public schools in the City of Vero Beach are operating at, and in some cases, above capacity. Therefore, no adverse impacts to community schools are anticipated associated with the proposed amendment.

5. **Provide data and analysis of the impacts on non-educational school facilities and services subject to the concurrency requirements of the Capital Improvements Element of the Comprehensive Plan. This analysis should show the availability of and demand on the following: sanitary sewer, solid waste, drainage, potable water, roads, and recreation, as appropriate. The demand estimates should be based on the chance in demands over the current land use designation for the property and clearly spell out the assumptions used in the demand and availability analysis.**

The change in use from institutional/school to low density single family development will result in a reduction in demands on City water, sewer, solid waste, drainage, roads, and recreation. No adverse effects to area services are anticipated from the proposed 10 single family lots associated with the amendment.

AUG 2010
City of Vero Beach
Planning Dept.

42291

This Warranty Deed Made the 4th day of June A. D. 1965 by

PAUL O. SEMON, JR. and MARY K. McKEE SEMON, his wife,

hereinafter called the grantor, to SAINT EDWARD'S SCHOOL, INCORPORATED, a Florida corporation,

whose postoffice address is Club Drive, Vero Beach, Florida

hereinafter called the grantee:

Witnesseth That the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Indian River County, Florida, viz:

The West Half of Lot 7, and all Lots 8 and 9, Block 1, RIDMAR SUBDIVISION, according to the Plat thereof recorded in Plat Book 2, page 18, public records of Indian River County, Florida.

This conveyance is by way of gift from Grantors to Grantee.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1964.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Barbara B. Webber
Marshall O. Mildred

Paul O. Semon Jr.
Mary K. McKee Semon

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

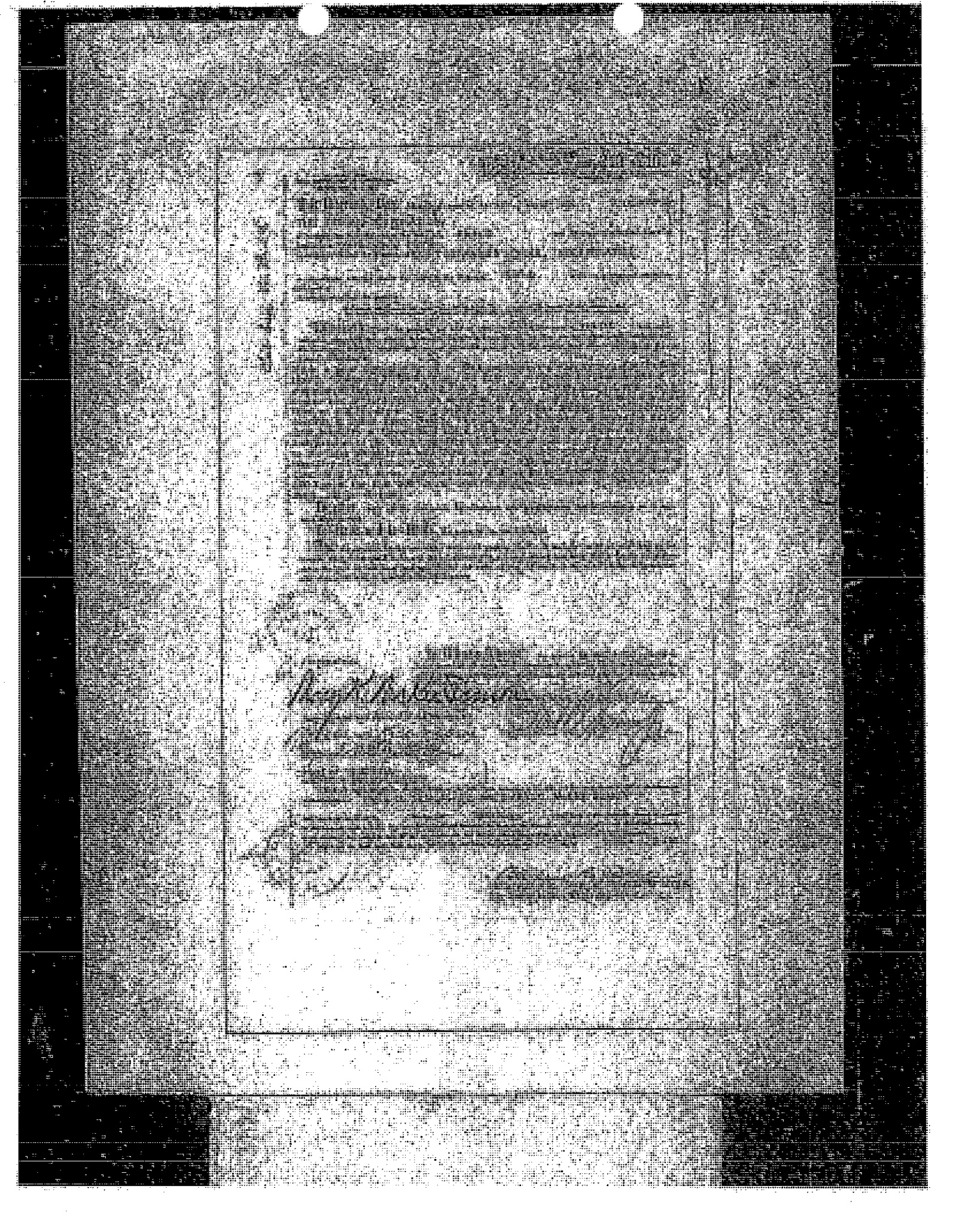
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared PAUL O. SEMON, JR. and MARY K. McKEE SEMON, his wife,

to me known to be the personal described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of June A. D. 1965

Barbara B. Webber
Notary Public, State of Florida at large.
My Commission expires: 4-30-66

OFFICIAL RECORD
BOOK 213 PAGE 1005



Collins, Brown, Caldwell, Barkett & Garavaglia

CHARTERED

ATTORNEYS AT LAW

BRUCE D. BARKETT
CALVIN B. BROWN
GEORGE G. COLLINS, JR.*
JANET CARNEY CROOM▲†
MICHAEL J. GARAVAGLIA
RONALD KEITH LAWN**Δ
LISA N. THOMPSON***□

AARON V. JOHNSON
C. DOUGLAS VITUNAC

756 BEACHLAND BOULEVARD, VERO BEACH, FLORIDA 32963
POST OFFICE BOX 64-3686, VERO BEACH, FL 32964-3686

TELEPHONE: 772-231-4343 • FACSIMILE: 772-234-5213
EMAIL: CBC@VEROLAW.COM • WEBSITE: WWW.VEROLAW.COM

WILLIAM W. CALDWELL, OF COUNSEL
STEVEN L. HENDERSON, OF COUNSEL*

†BOARD CERTIFIED CONSTRUCTION LAW
*BOARD CERTIFIED REAL ESTATE
**MASTER OF LAWS TAXATION
***MASTER OF LAWS REAL PROPERTY DEVELOPMENT
▲ALSO ADMITTED IN AR
ΔALSO ADMITTED IN DC AND SC
□ALSO ADMITTED IN THE COMMONWEALTH OF THE BAHAMAS

November 22, 2010

HAND DELIVERY

Ms. Susan Olson
Director of Facilities Planning
& Construction
Indian River County School District
1990 25th Street
Vero Beach, FL 32960

Dear Ms. Olson:

Enclosed please find St. Edwards School, Inc.'s Conditional School Capacity Availability Determination Form. We are in the process of seeking a comprehensive plan amendment with the City of Vero Beach, to bring the school's comprehensive plan designation into alignment with its zoning. We were advised by the City that this form needs to be filed with you.

Please let me know if you have any questions or comments, or if any additional information is needed.

Very truly yours,

Bruce Barkett
For the Firm

BB:bb
Encl.
cc: Gayle A. Lafferty, AICP
Ronald L. Edwards
David Knight

NOV 2010
City of V... Planning Dept.

Time Stamp Received:

School Impact Analysis Form

Instructions: Submit one copy of completed application, location map, and applicable fee for each new residential project or building permit requiring a determination of school capacity to the applicable local government.

Type of Application Request:
[X] Conditional School Capacity Availability Determination
[ ] School Capacity Availability Determination
[ ] Request for Exemption

Project Information

Project Name: St. Edward's School, Inc.
Municipality (if applicable): City of Vero Beach

Parcel ID#: (attach separate sheet for multiple parcels): 33 40 05 00000 0030 00001.0

Location/Address of subject property: 2225 Club Drive
(Attach vicinity location map – with Closest Major Intersection)

Ownership/Contact Information

Owner/Contract Purchaser Name(s): St. Edward's School, Inc.

Agent/Contact Person: Dick Yarborough, CFO
(If agent or contact information is completed the District will forward all information to that person)

Mailing address: 246 S Highway A1A, Vero Beach, FL 32963

Telephone#: 772-231-4136 Fax: _____

Development Information

Current Land Use Designation	GU	Proposed Land Use Designation	RL
Current Zoning	R-1AA	Proposed Zoning	no change
	SF: 15	Proposed # Dwelling units by type*:	SF:15 TH: MF: (rental) Condo:

* Show only the # of units for this application not the total for the development

I hereby certify the statements and/or information contained in this application with any attachments submitted herewith are true and correct to the best of my knowledge.

Owner or Agent Signature Ronald L Edwards Date 11-18-10
CHAIRMAN OF THE BOARD

(If applicant is not the owner of record, a letter of authorization from the property owner(s) must be included with this form at time of application submittal.)

JAN 2010
City of Vero Beach
Planning Dept.

Wednesday, January 06, 2010

Indian River County School District

School Concurrency Availability Determination

Project Name: City of VB - Misc (City Sponsored) 2225 Club Drive
Date Received: 1/5/2010
Case Number: 122
Builder Name: St. Edward's School Inc.
Location: 2225 Club Drive
Vero Beach
Parcel ID # 05-33-40-00000-0030-00001.0

Project Unit Yield By Type of School

	Yield	Elem	Mid	High
Single Family	0.189	3		
Single Family	0.123			2
Single Family	0.097		1	

Project Planned Units:

# Single Family:	15	# Multi-Family:	0
# Townhomes:	0	# Apartments:	0

Additional Information: Mailing Address:
PO Box 1389
Vero Beach, FL 32961-1389

Service Area Analysis

School Service Area Boundary (SSAB)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Vested Demand	Total Demand	Available Capacity	Project Demand
Vero Beach ES	559	191	750	535	3	538	212	3
Gifford MS	1122	0	1122	969	1	970	152	1
Vero Beach HS	2771	0	2771	2685	4	2689	82	2

This letter is in response to a Concurrency Determination Request for Project City of Vero Beach – Misc (City Sponsored) 2225 Club Drive – St. Edward's School, Inc. This project is located in the SSAB for Beachland Elementary, Gifford Middle School and Vero Beach High School. At this time the SSAB ***DOES NOT*** have sufficient space available at Beachland Elementary to accommodate the students projected to be generated from this Project (please see attached School Concurrency Availability Determination). The adjacent Elementary School with available capacity is Vero Beach Elementary School.

Please not that when a SCADL is issued, the SCADL shall note the School Service Areas and their Available School Capacity. This does not mean that the development's students will attend the adjacent school. The School District will be responsible for determining when and what adjustments will be made in the future to maintain the adopted level of service.

JAN 2010

Wednesday, January 06, 2010

Indian River County School District

School Concurrency Availability Determination

Project Name: City of VB - Misc (City Sponsored) 2225 Club Drive

Date Received: 1/5/2010

Case Number: 122

Builder Name: St. Edward's School Inc.

Location: 2225 Club Drive
Vero Beach
Parcel ID # 05-33-40-00000-0030-00001.0

Project Unit Yield By Type of School

	Yield	Elem	Mid	High
Single Family	0.189	3		
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Single Family	0.097		1	

Project Planned Units:

# Single Family:	15	# Multi-Family:	0
# Townhomes:	0	# Apartments:	0

Additional Information: Mailing Address:
PO Box 1389
Vero Beach, FL 32961-1389

Service Area Analysis

School Service Area Boundary (SSAB)	Current Capacity	Programmed Capacity	Total Capacity	Current Enrollment	Vested Demand	Total Demand	Available Capacity	Project Demand
Beachland ES	555	0	555	582	0	582	-27	3
Gifford MS	1122	0	1122	969	1	970	152	1
Vero Beach HS	2771	0	2771	2685	4	2689	82	2

3-B

DEPARTMENTAL CORRESPONDENCE

TO: Monte K. Falls, PE
Interim City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: December 9, 2010

SUBJECT: **First Reading of Ordinance Amending Capital Improvements Element of the Comprehensive Plan**

Overview

The Planning and Development Department requests that the attached draft ordinance (Attachment A) amending the Capital Improvements Element of the City of Vero Beach Comprehensive Plan be placed on the City Council's next available agenda for first reading. This amendment is the annual update of the Capital Improvements Element as required by the Florida Statutes and is based on the City's adopted FY 2010/11 Annual Budget and Five Year Capital Program, Fiscal Years Ending 2011-2015.

The proposed changes in the text are shown in an underline and strikeout format; however, all the tables are only shown as revised. To show the changes in the tables, which are predominately the updating of project and financial data, would make most of the tables unreadable and the document very confusing. However for reference purposes, copies of the all the tables that were revised are provided in Attachment B.

Background

Chapter 163 of the Florida Statutes requires that the Capital Improvements Element (CIE) of the Comprehensive Plan be amended through an annual update. Only one hearing is required to adopt this annual update, unlike other amendments to the Comprehensive Plan

The purpose of the CIE and its Capital Improvements Schedule (CIS) is to identify the capital improvements needed to achieve and maintain adopted Level of Service (LOS) standards, reduce existing deficiencies, provide for necessary replacements, and meet future demand over the next five years. The public facilities for which the CIS must address to maintain concurrency are sanitary sewer, potable water, solid waste, drainage, parks and recreation, schools, and transportation facilities. The CIS must contain those capital projects for which the City has fiscal responsibility and for other projects, such as school facilities and transportation facilities that are required to maintain concurrency with LOS standards.

During its 2005 session, the Florida Legislature enacted in Senate Bill 360 various changes to the requirements governing Capital Improvement Elements. One change was to establish a separate process for CIE amendments that differ from regular comprehensive plan amendments.

One of the more substantive changes in Senate Bill 360 was the requirement that by December 1, 2007, that all localities in the State must annually adopt an amended CIE and demonstrate to the State that the CIE is financially "feasible." Subsequently, the financial feasibility deadline was extended to December 1, 2008, by House Bill 7203 and then again in 2009 as part of new SB 360 to December 1, 2011.

In order for the CIE to be financially feasible, the supporting data and analysis must demonstrate that sufficient revenues are currently available or will be available from committed funding sources to fund projects within the first three years of the five-year Capital Improvements Schedule (CIS). Projects in years Four and Five may be "committed" or "planned."

However, even with the extension of this "financial feasibility" deadline the City is required to prepare an annual update of its Capital Improvements Element and submit the element to DCA. Although not required at this time, the attached draft CIE meets the statutory requirements for "financial feasibility."

Analysis

In updating the CIE, the staff followed the same methodology, sources, and process in preparing last year's annual update. The preparation of the document was done in coordination with the Finance Department in preparing projected revenues and expenditures expanding in more detail on financial data provided in the adopted Annual Budget and Five Year Capital Program.

The description and costs of projects included in the five-year Capital Improvements Schedule are based on the information provided by the responsible departments. The capital projects were processed and approved through the City's annual budget process. Based on these data, the planning staff revised the various tables and text of the CIE to provide an up-to-date Capital Improvements Schedule and CIE that is internally consistent and financially feasible.

Other than the updates on projects, costs, and financial information, and revisions to text to reflect these updates, no substantive revisions were made to the CIE text or its goal, objectives, and policies.

Summary of Capital Improvements Schedule.

Table 9.2 of the CIE presents a list of the projects with a brief description and estimated costs of each that are included in the proposed FY 2010/11 through FY 2014/15 Capital Improvements Schedule (CIS). Each project is given a descriptor that identifies that type of project, a numerical identifier, and the year the project was approved for inclusion in the CIS or the City's Five Year Capital Program.

Appendix A of the CIE presents the proposed CIS. Each project is listed under its appropriate fund category. The anticipated expenditures by year for each project during the course of the five year capital improvements program is shown.

For each year of the CIS, the amount of available revenues and anticipated expenditures for capital projects are shown that demonstrate the financial feasibility of the capital projects. The projected available revenues are based on the financial information presented in the tabular data of the CIE. The projected expenditures are based on project costs provided by responsible departments.

As required by Florida Statutes and the City's intergovernmental agreement with the Indian River County School District, the following five-year capital improvements programs are included in the CIE: Appendix B- Indian River County MPO Transportation Improvements Program and Indian River County Capital Improvements Schedule for Transportation; and Appendix C- Indian River County School District Five-Year Work Plan and Summary of Capital Improvements Program.

The total expenditures for capital projects in the five-year CIS is $19.8 million. The following is a breakdown of these expenditures by category (in millions of $):

o	Sanitary Sewer	$ 1.525
o	Potable Water	4.770
o	Recreation and Parks	2.093
o	Solid Waste	1.140
o	Roads	8.050
o	Drainage	2.200
		$19.778

Planning and Zoning Board Action

The Planning and Zoning Board held an initial public hearing on the proposed amendment to the Capital Improvements Element on November 18, 2010. The public hearing was continued to December 2, 2010, in order for the staff to provide further information. At that public hearing, the Board unanimously recommended approval of the amendment. A copy of the Planning and Zoning Board Public Hearing record is presented in Exhibit C.

Recommendation

The staff recommends that the attached draft ordinance be placed on the City Council agenda for First Reading and that the City Council approve the scheduling and advertising of the adoption hearing for January 18, 2011.

TJM/tf
Attachments

Section 2. Amendment to the Comprehensive Plan

Amendment to the Capital Improvements Element is attached hereto as Exhibit A.

Section 3. Conflict and Severability

In the event any provision of this ordinance conflicts with any other provision of the Comprehensive Plan, the more strict provision shall apply and supersede. If any provision of this ordinance and amendment to the Comprehensive Plan 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 ordinance, which shall be deemed a separate, distinct, and independent provision.

Section 4. Effective Date

The effective date of this ordinance, and therefore, this plan amendment shall be the date a final order is issued by the Florida Department of Community Affairs or Administration Commission finding the amendment in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption at a public meeting after public notice of a resolution affirming their effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Resource Planning and Management, Plan Processing Team.

****

This Ordinance was read for the first time on the _____day of _____, 2010, and was advertised in the Press Journal on the _____ day of _____, 2011, as being scheduled for a public hearing to be held on the _____ day of _____, 2011, 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 Jay Kramer	☐ **Yes**	☐ **No**
Vice-Mayor Pilar E. Turner	☐ **Yes**	☐ **No**
Councilmember Brian T. Heady	☐ **Yes**	☐ **No**
Councilmember A. Craig Fletcher	☐ **Yes**	☐ **No**
Councilmember Tracy M. Carroll	☐ **Yes**	☐ **No**

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Vock
City Clerk

Jay Kramer
Mayor

Approved as to form and legal sufficiency:

Charles P. Vitunac
City Attorney

Approved as conforming to municipal policy:

Monte K. Falls
Interim City Manager

Approved as to technical requirements:

Timothy J. McGarry, AICP
Planning and Development Director

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

Table 9.1. Level of Service Standards (LOS) for Facilities, City of Vero Beach

Facility	LOS Standard
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 Ave. from South City Limits to State Route 60	Level of Service E (Peak Hour/Peak Season/Peak Direction)Plus 20%
AIA from State Route 60 to North City Limits	Level of Service D (Peak Hour/Peak Season/Peak Direction) Plus 30%
Sanitary Sewer	
Average Flow	99 gpcd**
Maximum Flow	259 gpcd
Potable Water	
Average Flow	181 gpcd
Maximum Flow	223 gpcd
Minimum Pressure	40 pounds per square inch (psi)
Storage Capacity	5.75 million gallons (MG)
Solid Waste	6.3 pounds per capita per day (ppcd)
Stormwater	
Quantity	Ten-Year/24-Hour Rainfall Event
Quality	A minimum on-site retention/detention of first one inch of rainfall - no direct discharge to the Indian River Lagoon A minimum retention/detention of first one and one half inches of rainfall - direct discharge to the Indian River Lagoon
Recreation	
Public Recreation and Open Space	15 acres per 1,000 population
Community Parks	1 park per 25,000 population
Neighborhood Parks	1 park per 5,000 population
Schools	100% of Florida Inventory of School Houses (FISH) for elementary, middle, and high by school service district.

** gpcd is "gallons per capita per day."

[PLEASE NOTE: Table reflects recent text amendments to be adopted by City Council.]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2010/11-2014/15)

PW-6-09 ***RO Generator Replacement.*** Replacement of the RO plant generator that has been in service since 1992 and is projected to end its service life within the next five years. Budgeted cost is $750,000. [Water and Sewer Department]

PW-7-09 ***Odor Control System Expansion.*** Addition of odor control facilities for the RO water treatment plant expansion. Budgeted cost of the facilities is $500,000. [Water and Sewer Department]

PW-9-09 ***Line and Service Replacement.*** Replacement of older mains and service lines throughout the system as part of an ongoing maintenance and upgrading program. A total of $1.05 million is budgeted for this program over the five-year CIS. [Water and Sewer Department]

PW-1-10 ***Airport Water Main Replacement.*** Replacement of the water mains at the Vero Beach Airport, which were constructed during World War II and experience breakage during cold weather which is the result of their age and construction materials. Budged cost is $100,000. [Water and Sewer Department]

PW-1-11 ***Conversion of Floridan Wells.*** Conversion of two Floridan wells that serve the lime softening plant for use the RO plant. Budgeted cost is $450,000. [Water and Sewer Department]

PW-2-11 ***Construction of Main Canal Stormwater Pump.*** Construction of stormwater pump to withdraw water from main canal to be sent to wastewater plant for reuse water supplementation. Budgeted cost is $250,000. [Water and Sewer Department]

Drainage

D-1-09 ***Stormwater Outfalls.*** Provision of treatment facilities at the City's more than 60 stormwater outfalls as part of an ongoing program. Budgeted cost of these improvements is $1.95 million of which $900,000 has been expended in previous fiscal years. [Public Works Department]

D-4-09 ***26th Avenue Drainage Improvements.*** Provision of drainage facilities improvements on 26th Avenue between 14th and 16th Streets. Budgeted cost is $175,000. [Public Works Department]

D-6-09 ***14th Avenue and 23rd Street Intersection Drainage and Paving Improvements.*** Provision of paving and drainage improvements at the intersection. Budgeted cost of this project is $800,000. [Public Works Department]

D-3-10 ***Live Oak Road and Mockingbird Drive Drainage Improvements.*** Completion of Mockingbird Drive drainage system initially started following the 2004 hurricane season. Budgeted cost for the total project is $510,000 of which $345,000 was expended in prior fiscal years. [Public Works Department]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2010/11-2014/15)

D-4-10 ***19th Street Drainage Improvements.*** Construction of drainage improvements on 19th Street from 17th Avenue to 14th Avenue. Budget for the project is $150,000. [Public Works Department]

D-5-10 ***23rd Street Drainage Improvements.*** Installation of culvert in existing ditch from 7th Avenue to 5th Avenue. Budget for project is $110,000. [Public Works Department]

D-1-11 ***Secondary Drainage.*** Purchase of materials for annual repair and/or improvements to drainage system throughout the City. Budgeted cost is $230,000 for the five-year period of the capital program. [Public Works Department]

D-2-11 ***Bougainvillea Lane Drainage Improvements.*** Construction of drainage improvements on Bougainvillea Lane between Mockingbird Drive and A1A to provide a positive outfall in this area. Budgeted costs is $125,000. [Public Works Department]

D-3-11 ***Culvert Replacement at 23rd Street and 20th Avenue.*** Replacement of culvert at 23rd Street and 20th Avenue. Budgeted cost is $250,000. [Public Works Department]

Recreation and Open Space

ROS-2-09 ***Charles Park Addition Phase I.*** Provision of land clearing, fencing, construction of bathrooms and a path walkway, and lighting for Charles Park. Budgeted cost for the project is $450,000. [Recreation Department]

ROS-5-09 ***Charles Park Addition Phase II.*** Installation of lighting, landscaping, and irrigation in Charles Park. Budgeted cost is $450,000. [Recreation Department]

ROS-6-09 ***Stadium Light Replacement.*** Replacement of stadium lights at the American League field. Budgeted cost is $200,000. [Recreation Department]

ROS-7-09 ***MacWilliams Park Improvements.*** Construction of paving, drainage, and boat ramp improvements at the MacWilliam Park boat ramp area. Budgeted cost is $400,000 of which $100,000 was expended in a prior fiscal year. [Public Works Department]

ROS-8-09 ***Replacement of Humiston Boardwalk.*** Replacement of existing boardwalk damaged by hurricanes and storm events. Budgeted cost is $1.0 million of which $307,000 was expended in a prior fiscal year. [Public Works Department]

Roads

R-1-09 ***Aviation Boulevard.*** Construction of a divided four-lane section of Aviation Boulevard (26th Street) between US 1 and 43rd Avenue to improve capacity of the road network.

[Note: Project is included in the MPO's adopted 2009-2014 TIP.] Estimated cost is $12.58 million of which approximately $10.08 million has been expended in prior fiscal years. [Public Works Department's engineering consultant]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2010/11-2014/15)

D-4-10 ***19th Street Drainage Improvements.*** Construction of drainage improvements on 19th Street from 17th Avenue to 14th Avenue. Budget for the project is $150,000. [Public Works Department]

D-5-10 ***23rd Street Drainage Improvements.*** Installation of culvert in existing ditch from 7th Avenue to 5th Avenue. Budget for project is $110,000. [Public Works Department]

D-1-11 ***Secondary Drainage.*** Purchase of materials for annual repair and/or improvements to drainage system throughout the City. Budgeted cost is $230,000 for the five-year period of the capital program. [Public Works Department]

D-2-11 ***Bougainvillea Lane Drainage Improvements.*** Construction of drainage improvements on Bougainvillea Lane between Mockingbird Drive and A1A to provide a positive outfall in this area. Budgeted costs is $125,000. [Public Works Department]

D-3-11 ***Culvert Replacement at 23rd Street and 20th Avenue.*** Replacement of culvert at 23rd Street and 20th Avenue. Budgeted cost is $250,000. [Public Works Department]

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Roads

R-1-09 ***Aviation Boulevard.*** Construction of a divided four-lane section of Aviation Boulevard (26th Street) between US 1 and 43rd Avenue to improve capacity of the road network.

[Note: Project is included in the MPO's adopted 2009-2014 TIP.] Estimated cost is $12.58 million of which approximately $10.08 million has been expended in prior fiscal years. [Public Works Department's engineering consultant]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2010/11-2014/15)

R-3-09 ***Paving and drainage improvements at 5th Avenue and 23rd Street.*** Provision of drainage and paving improvements to extend 5th Avenue and construct a portion of 23rd Street that will improve overall drainage and improve vehicle access and safety in the Miracle Mile Plaza commercial area. Budgeted cost is $1,150,000 of which $400,000 was expended in a prior fiscal year. [Public Works Department]

R-4-09 ***Rehabilitation of 34th Avenue Bridge.*** Refurbishing of the 34th Avenue bridge crossing the Main Relief Canal. Budgeted cost is $500,000. [Public Works Department]

R-1-10 ***14th Avenue from 18th Street to 19th Place Improvements.*** Reconstruction of 14th Avenue from 16th Street to 18th Street with municipal section and from 18th Street to 19th Place as final phase of Model Block. Budget for the project is $1.5 million. [Public Works Department]

R-2-10 ***Commerce Avenue Improvements.*** Reconstruction of Commerce Avenue from 18th Street to 20th Street including drainage improvements, curb, sidewalk, and pavement. Budget for the project is $1.0 million. [Public Works Department]

R-3-10 ***Keystone Subdivision Paving and Drainage Improvements.*** Construction of paving and drainage improvements to 19th Street and 18th Place from US 1 to the east terminus and 7th Avenue from 18th Street to 19th Street. Budget for the project is $1.2 million. [Public Works Department]

Solid Waste

SW-1-11 ***Annual Solid Waste Vehicle Replacement.*** Replacement of solid waste vehicles due to age (12 years) and high maintenance costs as part of annual equipment replacement program. Total budget cost for replacement of vehicles during five year capital program is $1.14 million. [Solid Waste Department]

9.1.2 Potable Water

The potable water sub-element of the Comprehensive Plan identified no existing LOS deficiencies. The Water and Sewer Department has identified capital projects in Table 9.2, consistent with this plan, for the replacement of worn out existing facilities and expansion of the capacity of the reverse osmosis water treatment plant to lessen the City's dependence on the shallow aquifer during times of drought.

The District Water Supply Plan adopted by the St. Johns River Water Management District focused on "priority water resource caution areas," which did not include any of Indian River County and proposed no alternative water supply development projects for Indian River County or the City of Vero Beach. The City will reexamine its long-term potable water needs and capacity in its upcoming Evaluation and Appraisal Report (EAR)-based amendment process. In the meantime, the City continues to work on measures to ensure its potable water needs are sufficiently met in an environmentally sound and sustainable manner.

9.1.3 Drainage

The LOS standard for the quantity of storm run-off is being met on individual site-by-site basis through the development review and approval process. No overall LOS standard has been established in the Comprehensive Plan for the City's drainage system; however, the City Public Works Department has established a 10-year/24-year standard for the City's system.

The Department applies this standard in addressing drainage problems and requiring upgrades to private drainage systems connecting to the City's system. The exact extent and costs of needed improvements to the City's drainage system have not been fully identified, since two drainage master plans were completed many years ago.

In adopting its EAR amendments, the City of Vero Beach established specific water quality standards for stormwater runoff. This standard is to be implemented on a site-by-site basis through the development review and approval process and concurrency management system as set forth by Objective 20 and supporting policies of Chapter 4 of the Comprehensive Plan.

The City is also addressing the need to meet federal and state mandates regarding discharges to the Indian River Lagoon by retrofitting its stormwater outfalls. In general, these stormwater outfalls are being retrofitted with sediment traps until such time as Total Maximum Daily Load regulations are enacted that will establish a specific level-of-service water quality standard for stormwater discharging from the City's system. The total cost to retrofit the remaining 90 outfalls is estimated at $5.0 million [Source: Public Works Department].

The City Public Works Department has identified the capital projects in Table 9.2 that address maintaining and enhancing both stormwater quality and quantity and the needed repair and replacement of existing storm drainage facilities.

9.1.4 Recreation and Open Space

All standards for parks and open space LOS are currently being met by the City and will be met through and beyond the next ten years. Table 9.2 presents capital projects identified by Parks and Recreation Department to maintain and improve existing recreational facilities.

9.1.5. Solid Waste.

No existing deficiencies exist in meeting the LOS standards for solid waste or are anticipated to exist in the next ten years. Table 9.2 presents the capital project(s) identified by the Solid Waste Department to replace on an annual basis worn-out solid waste vehicles.

9.1.6 Roads

Roads are divided into the following two subcategories: (1) projects for which the City of Vero Beach has fiscal responsibility; and (2) projects included in the Metropolitan Transportation Planning Organization's Transportation Improvement Program (TIP) and Long Range Transportation Plan and Indian River County's Transportation Improvement Program.

9.1.6.0 City Projects

No existing deficiencies in the LOS standards exist for any of the City maintained roads or are anticipated in the next ten years. The Public Works Department has identified in Table 9.2 capital projects for replacement of worn-out bridge facilities, improvements needed for traffic safety, and improvements to roadway capacity to meet growing regional traffic demand as identified in the MPO's 2030 Long Range Transportation Plan.

9.1.6.1 MPO/Indian River County Projects

As identified in the Technical Support Document addendum to the Transportation Element, two segments of SR A1A are below the LOS Level of Service Standard according to an analysis prepared by Indian River County as part of its Evaluation and Appraisal Report process. One segment of AIA, between the southern city limits of Vero Beach and 17th Street is scheduled for a couple of capacity improvements and is included in the County's ~~FY 2009/10-2013/14 Transportation Improvements Program (TIP)~~ FY 2010/11 – 2014/15 Capital Improvements Schedule~~. [It should be noted that this segment of SR AIA did met the Level of Service Standard in the latest information provided by Indian River County.]~~

The other segment of AIA identified with a LOS deficiency (Level of Service "F") in the Technical Support Document is between SR 60 to the northern city limits of Vero Beach; however, in the lastest amendment to this plan, the adopted Level of Service was changed to Level of Service D plus 30 percent. Based on projections by staff in the amendment package, it is anticipated that this level of service will be sufficient for this segment for the next 10 or more years. [It should be noted that this segment of SR AIA did met the Level of Service Standard in the latest information provided by Indian River County.] ~~has no specific project to address its LOS deficiency. A specific policy has been included in the CIP to address this issue through further study of amending the Level of Service for this segment of SR AIA if transportation demand management and system management techniques are finally determined to be inadequate to meet the LOS standard for this segment.~~

~~A County owned segment of 27th Avenue from the southern city limits to SR 60 is operating at a LOS of E, which is below the standard adopted by the City, but meets the "E+20%" standard adopted by Indian River County. This project is depicted on the City's 2030 Roadway Improvement Plan in the Technical Support Document A-2 to Chapter 2, Transportation Element. Although an intersection capacity improvement project is included in Indian River County's FY 2009/10-2013/14 TIP, the City's adopted LOS of "D" for this segment has been amended to bring it into conformity with the County's~~

~~adopted standard as required pursuant to Section 163.3810 (3), Florida Statutes. The LOS standard in Table 9.1 reflects this amended LOS standard.~~

As noted under City roads, a major road project has been identified by the City in its 2030 Roadway Improvement Plan and the MPO's 2030 Long Range Transportation Plan to expand Airport Boulevard (26th Street) to 4/5 lanes between US Highway 1 and 66th Avenue in unincorporated Indian River County. The City is administering the construction of that segment of the project within the city limits between US Highway 1 and 43rd Avenue. This $20 million project is intended to improve east-west movement and draw traffic from SR 60, which is becoming constrained due to increased demand from development.

Projects within the City of Vero Beach and project's that impact the City of Vero Beach's road system from the MPO's adopted FY ~~2009/10-2013/14~~ FY 2010/2011-2014/15 Transportation Improvements Plan and ~~2030 Long Range Transportation Plan~~ and Indian River County's Capital Improvements Schedule for ~~FY 2009/10 – 2013/14~~ FY 2010/11-2014/2015 ~~TIP~~ are presented in Exhibit 9-B.

9.1.7 Public Schools

The Indian River County School District has fiscal and administrative responsibility for county-wide public school facilities. The service areas and location of the fourteen elementary, three middle, and two high schools operated by the school district are described in the Public Schools Facilities Element.

Chapter 10 provides the detailed analysis prepared by the Indian River School District identifying school facilities needs and proposed school construction and renovation projects. The Indian River County School District's current Five-Year ~~Facilities~~ Work Plan ~~Program~~ ~~(FY 2010 through FY 2014)~~ includes one major project within the City of Vero Beach. This project is for the construction of a $20 million magnet school at location outside the city to replace the current Osceola Magnet School.

The Indian River County School District's Five-Year ~~District Facilities~~ Work Plan ~~Program~~ (FY 2011 ~~2010 through FY 2014~~ through 2015) and Summary of Capital Improvement Program are presented in Exhibit 9-C. This exhibit presents a summary of projected revenues and a financial assessment of available funds for the school capital improvements.

9.1.8 Public Health Facilities

The Indian River County Health Department is the only public health facility located within the City of Vero Beach. The Department was recently moved to a location in the new County administration complex located south of the City of Vero Beach Airport at 1900 27th Street. The current infrastructure is deemed adequate to support this facility.

9.2 LOCAL POLICIES AND PRACTICES

This section describes current local policies and practices that guide the timing and location of construction, extension or increases in capacity of each public facility.

9.2.0 Capital Improvements Program

The City of Vero Beach's Capital Improvements Program, called the "Five Year Plan" identifies and lists capital projects; estimates capital costs of the projects including any additional operating and personnel costs that may result from the projects; identifies revenue sources for financing projects; and

schedules the projects over a five year period based on available funding and need for the project. Capital projects in the Five Year Plan are those entailing the one-time expenditure for facilities, equipment and asset acquisition, or construction of more than $100,000. The first year of the Five Year Plan is the capital budget.

The City's capital improvements programming process is being modified to incorporate a process for evaluating and prioritizing local capital improvement projects required to meet the public facilities needs identified in the Comprehensive Plan for inclusion in the Capital Improvements Schedule (CIS). ~~The threshold of capital projects for CIS projects has been revised from $25,000 to $100,000 to be consistent with the City's capital improvements programming process.~~ For projects required to implement policies of the Comprehensive Plan and maintain LOS standards, the following criteria will be used in order of importance:

1. Elimination of hazards to public health, safety or property.
2. Compliance with mandates and prior commitments.
3. Elimination of existing deficiencies in public facilities including replacement/repair of obsolete or worn-out facilities.
4. Maintenance of adopted LOS standards adopted in this Comprehensive Plan.
5. Consistency with relevant policies of this Comprehensive Plan.
6. Financial impact on the City's Annual Budget and Five Year Plan.
7. Provision of infrastructure improvements to implement sector master plans identified in the Land Use Element of this Comprehensive Plan.
8. Accommodation of the demand on public facility capacity generated by new development and redevelopment.
9. Consistency and impact on plans of state agencies, St. Johns Water Management District, Indian River Farms Water District, and Indian River County that affect and/or provide public facilities within the City.
10. Improvements to the efficiency and effectiveness of existing public facilities, including reductions in the costs of operations and maintenance.

9.2.1 Annual Public Facilities Capacity and Analysis Report

A key element in the development of an annual CIS and the administration of the City's Concurrency Management System is the Public Facilities Capacity and Analysis report. This report, which is to be prepared annually by the Planning and Development Department, covers the following:

1. Inventory of existing public facilities capacity and demand and estimates of demand from projects approved but not constructed ("committed demand") and additional demand based on the Future Land Use Map amendments.

2. Evaluation of existing demand, demand from projects approved but not constructed, and additional planned demand based on the Future Land Use Map with the existing capacity and LOS standards for facilities.

3. Projections of future development and demands on public facilities within a five and ten-year planning horizon.

4. Identification of public facility needs identified in other elements of the Comprehensive Plan and needs to achieve or maintain adopted LOS standards.

5. Identification of any amendments or updates to other elements of the Comprehensive Plan that are needed to provide support for and justification of new projects included in the revised CIS and to maintain consistency of the element of the Plan.

Information for the report is to be gathered by the Planning and Development Department in coordination with responsible agencies.

9.2.2 Concurrency Management System

To ensure LOS standards are maintained, the City has established a Concurrency Management System. This system provides a regulatory framework for ensuring adequate public facilities and services are in place or will be in place to support proposed development. This system provides criteria for monitoring and measuring facility capacity, and assessing impact of development on public facilities and services, and provides specific procedures for issuing development orders consistent with adopted LOS standards. Table 9.3 presents the general framework of the tracking system for concurrency.

Policies under Objective 5 and Policy 1.7 of this element of the Comprehensive Plan establish specific LOS standards for public facilities and services and the process for applying these standards in the development review process. The implementation of the system is through Chapter 76 of the City's land development regulations, which define the details of the concurrency management system and establish its administrative requirements for all public facilities.

Table 9.3 Concurrency Tracking System

Public Facility Category	Component	Total Capacity	Demand Measure	Committed Demand	Available Capacity
Traffic	Roadways	Peak season/ Peak direction/ Peak hour	Annual average count (peak season/ peak direction/peak hour	Estimated volume from approved development order (DO)	(Total capacity) (Existing Demand) (Committed Demand)
Sanitary Sewer	Treatment Plant	Design flows	Existing flows	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Potable Water	Treatment Plant	Design flows	Existing flows	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Solid Waste	Landfill	Active cell design capacity	Active cell volume used	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Recreation	Parks	Park acreage	(Acres/1,000 population) X (existing population)	Acres/1,000 population) X (projected population for approved DOs)	(Total capacity) (Existing Demand) (Committed Demand)
Drainage	Drainage Conveyances	Volume	Existing flows	Volume of storm-water allowed off-site for approved DOs	Site-by-site review
Education*	Public Schools (K-12)	Permanent school stations (FISH)	Annual enrollment (FTL)	Students estimated from approved residential DOs	(Total capacity) (Existing Demand) (Committed Demand)

*Limited to participating schools owned and operated by Indian River School District

The processing and review of development applications is through the City's Planning and Development Department except for the following public facilities:

1. Roads functionally classified as a collector or above are subject to concurrency review and determination by Indian River County in accordance with Chapter 910 of the Indian River County Land Development Regulations.

2. Public school facilities are subject to concurrency review and determination in accordance with Chapter 910 of the Indian River County Land Development Regulations, Interlocal Agreement for Coordinated Planning and School Concurrency, and Public School Facilities Element of this Comprehensive Plan.

9.2.3 Impact Fees

Impact fees are charged to developers to finance off-site improvements needed to be provided by the City to serve the new development. The impact fee system is administered by Indian River County, which is responsible for issuance of building permits for the City of Vero Beach. The City of Vero Beach participates in seven of the nine impact fees enacted by Indian River County, three of which are for public facilities and services subject to the concurrency requirements of the Florida Statutes and this Comprehensive Plan. These impact fees are for transportation, solid waste, and public school facilities.

The City's Water and Sewer Department charges impact (connection and capacity) fees for new development to be served by water and sewer utilities. These fees fund the capital costs incurred by the water and sewer utilities to provide capacity to serve the new development.

9.2.4 Enterprise Funds

Enterprise funds are for those proprietary operations of the City, which are predominately financed through charges and fees to users of the service. The City operates the following services as enterprise funds: electrical utilities; water and wastewater utilities; airport; marina; recreation; and cemetery. Recreation activities are partially funded through the Recreation and Parks Fund; however, recreation is predominately supported by contributions from the General Fund.

9.2.5 Comprehensive Plan

The Future Land Use Map and the objectives and polices of the various elements of the Comprehensive Plan serve as important tools in directing the timing and location of development. The Future Land Use Map and the Comprehensive Plan's Land Use Element policies, in concert with the City's Concurrency Management System, Capital Improvements Element and Schedule, and Land Development Regulations, promote compact development patterns, urban infill, and mixed use development in a manner that ensures that adequate infrastructure is available and maximizes the cost-effective utilization of existing facilities.

9.2.6 Coordination with Other Agencies

The City of Vero Beach coordinates with the St. Johns River Water Management District (SJRWMD), Florida Department of Transportation, Florida Department of Environmental Protection and Indian River County in the programming of facility or service improvements with the City. This coordination ensures that the plans of state and county agencies will be consistent with the Comprehensive Plan and the timing and location of facilities as identified in this CIE.

9.3 EXISTING REVENUE SOURCES AND TRENDS

9.3.0 Introduction

An inventory of the major sources of revenue available to the City is an important element of the CIE. These revenue sources provide the basis for the City's capability to fund needed public facilities and other capital improvements.

To help understand the City's financial capabilities, the information provided regarding revenue sources generally follows the City's system of fund accounts. The City has numerous fund accounts, but only the revenue major fund accounts that are available to fund capital improvements in the CIS are presented in this element. [Note: The Cemetery Fund has not been included as it is considered a minor fund and fully funded by its own revenue sources.]

These fund accounts are:

General Fund. The General Fund is the fund account for the City's general governmental activities, including city administration, legal services, public works, police, planning, and other general government activities.

General Construction Fund. For purposes of this element and better clarity, the Paving and Assessment Fund and Infrastructure and Assessment Fund have been combined and renamed the "General Construction Fund." This fund is for capital projects financed by the General Fund and not by any one of the enterprise funds.

Enterprise Funds. Enterprise funds are those fund accounts for the City's business-type activities. These funding accounts include the Electric Fund, Water and Sewer Fund, Airport Fund, Solid Waste Fund, and Recreation and Parks Fund. The Electric and Water and Sewer Funds each have a capital fund called the "Renewal and Replacement Fund," and the Parks and Recreation Fund has a capital construction fund.

9.3.1 General Fund

9.3.1.0 General Fund Revenue Sources

A description of revenues available to the General Fund is described below:

Ad Valorem Taxes. Ad valorem taxes are calculated as a percentage of the value of non-exempt real or personal property as expressed in mills. ~~The Florida Legislature mandated that the City of Vero Beach reduce by 7% its ad valorem tax collections from the FY 2006-2007 level. The FY 2007-2008 millage rate was set at 1.97070 compared to the FY 2006-2007 millage rate of 2.14250.~~ The millage rate for FY ~~2009-2010~~ 2010-2011 was set at 1.93670.

Other Taxes. This category includes all other taxes such as those assessed on utilities and telecommunications services (tax rate of 5.12%), local option gas tax (6 cents per gallon sold), and taxes on businesses located within the City limits (formerly called an occupational license).

Charges for Services. This category includes administrative support charges to Electric, Water and Sewer, Solid Waste, Airport, and Marina Funds, fees for development review services, and security services provided to the airport.

Permits, Licenses, and Fines. This category includes revenues from sign permits, miscellaneous permits, licenses, fines, forfeitures, and seizures.

Intergovernmental Revenue. This category includes revenues from the one-half cent sales tax, distributed to counties and municipalities based on a population weighting factor, State revenue sharing, and federal and state grants or reimbursement.

Miscellaneous Income. This category includes interest and income received on investments made by the City, rental and lease income, and other income not defined in the previous categories.

Fund Transfers. The General Fund receives contributions from the Electric, Water and Sewer, Solid Waste, and Marina Enterprise Funds as a return on the City's investment in these proprietary activities.

Borrowed Funds. These revenues are proceeds from loans, bond issues, or other short and long term instruments to raise revenues beyond available funding reserves, operating revenue, and other available revenue sources. Any long-term financing using bonds require a voter referendum if the pledge used to repay the bond is from ad valorem taxes.

Fund Balance Carryover. Carried over revenues from previous fiscal years may also be used to finance government operations and capital in financially difficult times or in times of an emergency such as a major hurricane event.

9.3.1.1 General Fund –General Construction Fund Revenue Sources

The funding sources for the General Construction Fund include the one-percent sales tax ("local government infrastructure surtax"), special assessments to property owners for public improvements, federal and state grants, transportation impact fees collected by Indian River County, earnings on investments on deposited funds, and borrowed funds (see description under General Fund). This fund also receives transfer revenues from the General Fund and may from time-to-time utilize funds carried over from previous fiscal years.

The local government infrastructure surtax, approved by the County Commission and renewed for 15 years by voter referendum in November 2002, provides a one percent sales surtax to all transactions subject to the state taxes. This money is disbursed to the City based on a population based formula. These funds generally may only be used to finance, plan, and construct public infrastructure; acquire land for public recreation or conservation or protection of natural resources; and to finance closure of local government-owned solid waste landfills.

9.3.1.2 Trends in General Fund and General Construction Fund Revenue Sources

Table 9.4 depicts the trends in the distribution of General Fund revenue sources ~~between FY 2004/05 through FY 2008/09~~ over the last five fiscal years. The revenue trends for the General Construction Fund is depicted in Table 9.5 for the same period.

The major revenue source for the City of Vero Beach general government operations is transfers from Enterprise Funds, which ~~increased from 29.1 percent of total General Fund revenues in FY 2004/05 to 31.4% in FY 2008/09.~~ account for over 32 percent of total General Fund revenues. Overall, the revenues for General Fund operations decreased from slightly less than $24.6 million in ~~FY 2004/05~~ FY 2005/06 to ~~$22.3~~ 21.3 million in FY ~~2008/09~~ 2009/10, primarily due to the reductions in ad valorem tax receipts, ~~and~~ one-half cent sales tax, and other intergovernmental revenues.

Property taxes ("ad valorem") increased from ~~18.3~~20.2% of the total revenues to ~~22.2~~ 21.8% during the ~~same~~ last five fiscal years. ~~period~~, as shown in Table 9.6. [~~Table 9.6 shows the trends in ad valorem taxes and millage rates during the period FY2002/03 through FY 2008/09.~~] ~~The decrease in the amount of ad valorem taxes after FY 2006/07 represents the Florida Legislature mandated 7% decrease from the FY 2006/07 collection level and decline in real estate values~~. The continued weakened economy~~,~~ and further erosion of the housing market and property values~~, and additional reduction required by actions of the State legislature will~~ are expected to ~~further reduce~~ limit anticipated property tax collections in FY ~~2009/10~~ FY 2010/11.

Discounting loan and bond proceeds and impact fees, revenues for the General Construction Fund decreased during the last five year period. Revenues from the one cent surtax declined between FY ~~2004/05 and FY 2008/09~~ during this same period by almost ~~22~~32%. ~~It is highly likely that the final audited figure for FY 2008/09 will be lower than shown in Table 9.5 as the economy has continued to weaken further reducing sales tax revenues.~~

At the beginning of FY ~~2009/10~~ 2010/11, the fund balance for the General Fund was approximately ~~$9.2~~ 8.6 million. Of this total, approximately $2.0 million was restricted for hurricane emergencies.

Table 9.4 Trends in General Fund Operating Revenues, FY 2005/06-FY 2009/10 ($1,000)

Source	FY 2005/06 Amount	Pct	FY 2006/07 Amount	Pct	FY 2007/08 Amount	Pct	FY 2008/09 Amount	Pct	FY 2009/10[1] Amount	Pct
Ad Valorem Tax	$ 4,969	20.2	$ 5,704	24.1	$5,345	22.9	$ 5,021	22.2	$ 4,648	21.8
Other Taxes	4,814	19.6	4,607	19.4	4,425	20.0	4,635	20.5	4,476	21.0
Permits, Licenses & Fines	198	0.8	229	1.0	211	1.0	211	0.9	249	1.2
Charges for Services	3,162	12.9	3,177	13.4	3,181	13.9	3,150	13.9	3,049	14.3
Intergovernmental	3,466	14.1	1,874	7.9	1,735	8.2	2,040	9.0	1,513	7.1
Miscellaneous	726	3.0	902	3.8	699	3.2	613	2.7	396	1.8
Funds Transfers	7,222	29.4	7,222	30.5	6,980	30.8	6,983	30.8	6,992	32.8
Totals	$24,557	100.0	$23,715	100.0	$22,959	100.0	22,653[2]	100.0	21,323[3]	100.0

Sources: City of Vero Beach Comprehensive Annual Financial Report for Fiscal Years Ending FY 2005/06 through FY 2008/09.
City of Vero Beach Annual Budget FY 2010/11.

Note: [1] Budgeted amount, not actual revenues.
[2] Does not include $1,212,000 from General Fund balance.
[3] Does not include $50,160 from General Fund balance.

Table 9.5 Trends in General Construction Fund Revenues,[1]
FY 2005/06 – FY 2009/10 ($1,000)

Source	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount	FY 2009/10[2] Amount
Special Assessment	$ 77	$ 48	$ 32	$ 39	$ 30
Grants	23	8	--	452	1,350
Impact Fees	208	448	174	188	1,250
Construction Interest	281	313	253	107	137
One Cent Sales Tax	2,526	2,275	2,094	1,866	1,727
Loan Proceeds	--	--	--	--	1,500
Totals	$3,115	$3,092	$2,553	$2,652	$5,994

Sources: City of Vero Beach Comprehensive Annual Financial Reports for Fiscal Years Ending FY 2005/06 – FY 2008/09
City of Vero Beach Annual Budget FY 2010/11

Notes: [1] Combines Paving and Assessment and Infrastructure and Real Estate Improvement Funds
[2] Budgeted amounts, not actual revenues generated.

Table 9.6 Trends in Ad Valorem Taxes, Assessments and Millage Rates, FY 2002/03 – FY 2009/10 ($1,000)

Fiscal Year	Total Taxable Assessed Value	Millage Rate	Total Tax Levy	Amount Collected
2002/03	$1,690,501	2.14250	$3,622	$3,454
2003/04	1,867,209	2.14250	4,000	3,909
2004/05	2,122,889	2.14250	4,548	4,392
2005/06	2,241,899	2.29250	5,140	4,969
2006/07	2,758,014	2.14250	5,909	5,703
2007/08	2,857,215	1.93670	5,631	5,345
2008/09	2,675,631	1.93670	5,182	5,021
2009/10	2,505,500	1.93670	4,852	4,716

Sources: City of Vero Beach Comprehensive Annual Financial Report for Fiscal Year Ending September 30, 2009.
City of Vero Beach Annual Budget, FY 2010/11

9.3.2. Enterprise Funds

9.3.2.0 Enterprise Fund Revenue Sources

The revenue sources for the Electric, Water and Sewer, Solid Waste, Airport, Marina, Solid Waste, and Recreation and Park Funds are grouped into the following six general categories depending upon the fund:

Operating Revenue. This catch-all category includes revenues from user fees and charges, connection fees, investment earnings, surcharge on utilities for customers outside the City, leases and rentals, fuel sales, capital contributions, and other miscellaneous revenues.

FDOT Reimbursement. For the Electric Fund only, these fees are reimbursement to the Electric Fund for provision of street lighting on State roads.

Grants. This category includes federal, state, and private grants.

General Fund Transfer. The Recreation Fund receives fund contributions from the City of Vero Beach General Fund for operating expenditures.

General Construction Fund Transfer. The Recreation and Parks Construction Fund receives fund contributions from the General Construction Fund for capital expenditures.

Bond/Loan Proceeds. These revenues are proceeds from loans, bond issues or other short and long term instruments to raise revenues beyond available funding reserves, operating revenues, and other revenues depending. Long-term financing is generally through the issuance of bonds sold on the public investment market. These borrowed funds are generally in the form of revenue bonds payable from the user charges and fees for the service.

Fund Balance Carryover. Carried over revenues from previous fiscal years for capital improvements to be used on future capital improvements.

9.3.2.1 Trends in Enterprise Revenues

Table 9.7 depicts the trends in revenues of the six major enterprise funds for ~~Fiscal Years 2004/05 through FY 2008/09~~ the last five fiscal years. Enterprise fund revenue comprise the largest component of the City's overall budget revenue stream with over ~~84~~ 90% of the revenue. The primary enterprise fund in terms of revenue is the Electric Fund ~~which represents almost 75% of all revenue from the enterprise funds.~~ followed by the Water and Sewer Fund.

Except for the Recreation and Parks Fund, the predominate source of revenue for these proprietary accounts are from user charges and fees and in some years loan/bond proceeds. As provider of goods and services similar to private businesses, these funds are able to raise revenues generally outside the normal government sector revenue sources to fully cover operational expenses, capital outlays, and debt service.

The Recreation and Parks Fund is highly dependent upon revenue transferred from the General Fund. Approximately ~~56~~ 75% of the fund's revenue is from the General Fund to cover its operating expenses. The level of General Fund contribution ~~remained fairly constant over the last five years (FY 2004/05—FY 2008/09), except for a spike in FY 2008/09 due to a large private donation.~~ has slightly decreased over the last five years.

Table 9.7 Trends in Revenues of Enterprise Funds*
FY 2005/06 – FY 2009/10 ($1,000)

Fund/Source	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount	FY 2009/10 Amount
Electric[1]					
Operating Revenue	$82,298	$98,281	$110,343	$109,383	$92,707
FDOT Reimbursement	--	158	160	160	160
Impact Fees	1,000	800	700	500	500
Bond/Loan Proceeds	--	--	--	5,000	6,550
	$83,298	$99,239	$111,203	$115,043	$99,917
Water & Sewer[2]					
Operating Revenue	$14,967	$14,841	$15,688	$ 15,541	$ 17,573
Impact Fees & Assessments	740	623	700	556	226
Bond/Loan Proceeds	1,400	4,000	4,000	11,000	3,500
Grants	--	--	--	--	--
	$17,107	$19,464	$20,388	$27,097	$21,299
Airport[3]					
Operating Revenues	$2,115	$2,176	$2,480	$2,617	$2,599
Bond/Loan Proceeds	--	--	--	--	--
Grants	2,600	4,461	800	362	1,200
	$4,715	$6,637	$3,280	$2,979	$3,799
Marina					
Operating Revenues	$1,138	$1,494	$1,477	$2,394	$1,813
Bond/Loan Proceeds	--	4,600[5]	--	--	--
Grants	--	--	--	--	330
	$1,138	$6,094	$1,477	$2,394	$2,143
Solid Waste					
Operating Revenue	$2,336	$2,346	$2,551	$2,541	$2,417
Bond/Loan Proceeds	--	--	--	--	--
Grants	--	--	--	--	--
	$2,336	$2,346	$2,551	$2,541	$2,417
Recreation & Parks[4]					
Operating Revenues	$ 743	$ 774	$ 829	$ 847	$ 792
General Fund Tranfers	2,856	3,071	2,830	2,788	2,417
General Fund Construction	215	327	--	111	15
Loan Proceeds	--	--	--	--	--
Private Donations	--	--	--	1,000	--
Grants	--	--	--	200	--
	$3,814	$4,172	$3,659	$4,946	$3,224
Totals	$112,408	$137,952	$142,558	$155,000	$155,000

*Source and notes are on the following page.

Table 9.7 (Cont.) Trends in Revenues of Enterprises Funds (Continued)
FY 2005/06 – FY 2009/10 ($1,000)

Source: City of Vero Beach Annual Budgets, FY 2005/06 – FY 2009/10

Notes:
1. Includes Electric Renewal and Replacement Fund.
2. Includes Water & Sewer Renewal and Replacement Fund.
3. Includes Airport Construction Fund.
4. Includes Recreation and Parks Construction Fund.
5. Budget modified to include $4.6 million for Marina purchase not included in adopted FY 2006/07 budget.

9.4 EXPENDITURE CATEGORIES AND TRENDS

To properly determine and evaluate the City's capabilities to finance needed capital projects, it is necessary to review expenditure trends for the various City fund accounts. As with revenues, trends in expenditures are described for each of the seven fund accounts germane to this element.

9.4.0 Expenditure Categories

The following are the descriptions of the expenditure categories for the funds:

Operating Expenses. Operating expenses include all personnel, operations, and minor capital outlays including the purchasing of supplies, services, and in the case of the Electric Fund, fuel and purchased power. For enterprise funds, these operating expenses also include payment to the General Fund for administrative services provided.

Debt Service. This category includes payment of interest and/or principal on loans, bonds, and other short and long term financial instruments.

Capital Outlay. Major capital expenditures are included in this category, which are included in the City's Five Year Capital Program.

Fund Transfer. The transfer of funds to one of the other major fund accounts is covered under this category. Such fund transfers include transfer from the General Fund to the Recreation Fund and transfers from the Electric, Water and Sewer, Marina, and Solid Waste Funds to the General Fund. These latter transfers represent a return on investment to the City in undertaking these services and necessary capital improvements.

9.4.1. General Fund

Table 9.8 presents the trends in General Fund Expenditures ~~between FY 2004/05 through FY 2008/09~~ for the last five fiscal years. For clarity purposes, the General Fund and General Construction Fund expenditures have been combined.

Operating expenses ~~decreased during this period from $19.4 million to $19.2 million in FY 2009/09~~ have followed a general downward path, reflecting a small reduction in staffing and other miscellaneous expenditures. In FY ~~2008/09~~ 2009/10, the departments with the largest share of operating expenses were the Police Department with ~~38~~39% and Public Works with ~~28~~27% of total operating expenses. Personnel costs represent on the average 80 percent of the operating expenses of the General Fund.

9.4.2. Enterprise Funds

Table 9.9 presents trends in expenditures of each of the six major enterprise funds. Overall, expenditures in the enterprise funds increased by almost ~~38~~ 18 percent during the last five fiscal years ~~of FY 2004/05 through FY 2008/09~~. Enterprise funds accounted for ~~82~~83% of the total City of Vero Beach expenditures in the last fiscal year. ~~of $136.8 million in FY 2004/05. For FY 2008/09, this figure increased to 84% of the total City's expenditures of $184.4 million.~~ As may be expected, the Electric Fund accounts for the lion's share of expenditures with approximately ~~74~~76 % of the ~~$154.4 million in~~ total enterprise fund expenditures, followed by the Water and Sewer Fund with ~~17.4~~15.6%. ~~The increases in costs of fuel and purchase of power significantly expanded the operating expenses of the Electric Fund from FY 2004/05 through FY 2008/09. The other funds had less dramatic increases in operating~~

~~expenses, except for the Marina Fund which experienced over a 40% percent increase due to expansion of marina services and facilities.~~

The Electric, Water and Sewer, Marina, and Solid Waste Funds contribute a portion of their revenue to the General Fund. ~~The actual amount of funds contributed remained fairly stable during the FY 2004/05 through FY 2008/09 period; however, the overall percentage of revenue transferred from these funds, declined from 7.4% in FY 2004/05 to 5.4% in FY 2008/09.~~ The total amount of Enterprise funds contributed to the General Fund decreased slightly during the last five fiscal years, along with their share of total General Fund revenues.

Table 9.8 Trends in General Fund Expenditures[1]
FY 2005/06 – FY 2009/10 ($1,000)

Expenditures	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount	FY 2009/10 Amount[3]
Operating Expenses	$17,912	$18,822	$19,140	$19,225	$18,135
Debt Service	1,434	1,546	12,915	1,644	1,665
Capital Outlay	11,717	1,794	1,757	6,122	5,494
Fund Transfer	2,804	3,455	3,131	2,925	2,417
Totals	$33,867	$25,617	$36,943	$29,916	$27,711

Sources: City of Vero Beach Comprehensive Annual Financial Reports for Fiscal Year ending FY 2005/06 – FY 2008/09.
City of Vero Beach Annual Budget, FY 2010/11.

Notes:
1. Includes General Construction Fund.
2. Includes repayment of loans and refunding of revenue notes.
3. Budgeted amounts, not actual expenditures.

Table 9.9 Trends in Expenditures of Enterprise Funds*
FY 2005/06 – FY 2009/10 ($1,000)

Fund/Source	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount	FY 2009/10 Amount
Electric					
Operating Expenses	$ 64,298	$ 75,615	$ 87,811	$ 88,839	$ 82,946
Debt Service	5,387	5,590	5,745	6,056	6,825
Capital Outlays	8,991	10,624	11,754	13,952	8,157
Fund Transfer	5,893	5,893	5,893	5,893	5,893
	$ 84,569	$ 97,722	$111,203	$114,740	$103,821
Water & Sewer					
Operating Expenses	$ 10,894	$ 11,699	$ 11,802	$ 12,613	$ 11,944
Debt Service	1,312	1,395	1,440	737	1,634
Capital Outlays	4,249	5,077	6,399	12,683	6,811
Fund Transfer	1,085	1,085	1,085	860	860
	$ 17,540	$ 19,256	$ 20,726	$ 26,893	$ 21,249
Airport					
Operating Expenses	$ 1,869	$ 2,010	$ 1,986	$ 2,119	$ 2,176
Debt Service	--	--	--	--	--
Capital Outlays	3,562	6,016	1,063	477	1,599
	$ 5,431	$ 8,026	$ 3,049	$ 2,596	$ 3,775
Marina					
Operating Expenses	$ 889	$ 1,301	$ 1,275	$ 1,866	$ 1,236
Debt Service	17	11	--	320	330
Capital Outlays	226	4,610[1]	55	--	82
Fund Transfer	74	74	74	77	87
	$ 1,206	$ 5,996	$ 1,404	$ 2,263	$ 1,735
Solid Waste					
Operating Expenses	$ 2,027	$ 2,167	$ 2,266	$ 2,606	$ 2,264
Debt Service	--	--	--	--	--
Capital Outlays	183	292	282	216	--
Fund Transfer	169	169	169	153	153
	$ 2,379	$ 2,628	$ 2,717	$ 2,975	$ 2,417
Recreation & Parks					
Operating Expenses	$ 3,573	$ 3,780	$3,637	$ 3,621	$ 3,197
Debt Service	--	--	--	--	--
Capital Outlays	241	392	22	1,325	27
	$3,814	$4,172	$ 3,659	$ 4,946	$ 3,224
Totals	$114,939	$137,800	$142,758	$154,413	$136,221

*Note: Sources and note are on following page.

Table 9.9 (Cont.) Trends in Expenditures of Enterprises Funds
FY 2005/06 – FY 2009/10 ($1,000)

Sources: City of Vero Beach Annual Budgets, FY 2005/06 through FY 2009/10.
City of Vero Beach Five Year Capital Programs for
fiscal years ending FY 2006/10 through FY 2010/14.

Note: 1. Approved budget modified to show $4.6 million capital outlay for purchase of Marina.

9.5 FINANCIAL ASSESSMENT

9.5.0 Introduction

In this section specific data is presented to demonstrate that the CIS adopted by the City Council is financially feasible as required by Section 163.3177(2), Florida Statutes. To demonstrate this financial feasibility, this section presents revenue and expenditure projections for FY ~~2009/10~~ 2010/11 through FY ~~2013/14~~ 2014/15 prepared by the City's Finance Department including projections of ad valorem taxes and millage rates. These projections are based upon conservative assumptions regarding annual revenues and expenditures, which are more fully explained under each fund account.

Specific data regarding existing long-term debt obligations is provided, including projections of debt service obligations and debt capacity. These data demonstrate that the City has not exceeded its debt capacity and has additional debt capacity.

The section concludes with projections of the funds available from the General Fund and General Construction Fund, Water and Sewer Fund, Solid Waste Fund, and Recreation and Parks Fund to finance capital projects in the CIS. [Note: The Electric Fund, Airport Fund, and Marina Fund do not contribute to the funding of any CIS projects.] The amount of funds available from each fund is based upon a comparison of projected revenues to projected expenditures for each of the five fiscal years of the CIS.

With the real possibility of the enactment of further tax relief legislation by the Florida Legislature, the sagging economy and continued weakness in the housing market, all projections and assumptions in this financial assessment will be subject to a thorough re-evaluation in the City's budget process and the next annual update to the CIE. This re-evaluation may well require revisions to the projected revenues and expenditures and assumptions contained in this element including, but certainly not limited to adjustments to the City's millage rate and revisions to the CIS.

Transportation projects that affect the City's roadway concurrency, but are not the City's fiscal responsibility, are presented in Exhibit 9-B, which is the Indian River County MPO's Transportation Improvement Program (TIP) for FY ~~2009/10~~ 2010/11 through FY ~~2013/14~~ 2014/15 and Indian River County FY 2010/11 – FY 2014/15 ~~2009/10 FY 2013/14~~ ~~TIP~~ Capital Improvements Schedule. This exhibit shows all MPO and County road projects ~~in both TIPs~~, not just those that may impact the City of Vero Beach.

The School District of Indian River County is responsible for funding capital improvements for public school facilities identified in the Public School Element. The School District's adopted "Five Year ~~District Facilities~~ Work Plan ~~Program~~" is presented in Exhibit 9-C.

9.5.1. Revenue Projections

9.5.1.0 General Fund Revenue

Projections of General Fund revenues include both monies applied to the General Fund and those monies assigned to the General Construction Fund for capital projects only.

The City Finance Department prepared projections of ad valorem taxes for the five year period of the CIS, presented in Table 9.10. It is assumed that total taxable assessed value will increase at a rate of 3% per annum, resulting in an average annual increase in ad valorem taxes of approximately $131,000 ~~146,000~~. No increase in millage rate is anticipated during the five year CIS period.

Projections of anticipated General Fund operating revenues for the next five fiscal years ~~FY 2009/10 through FY 2013/14~~ are presented in Table 9.11. General Fund operating revenues are projected to increase by about $~~1.76~~ 1.67 million during the five-year CIS period. Most of the revenues from various sources are anticipated to increase by an annual average of less than 4% per year.

The fund transfers from enterprise funds (Electric, Water and Sewer, Marina, and Solid Waste) are held constant throughout the five-year CIS period. As projected, the portion of operating revenues from enterprise funds transferred to the General Fund would decrease from ~~6.1~~5.9% in FY ~~2009/10~~ 2010/11 of the total operating revenues for ~~the~~ enterprise funds to ~~5.1~~5.7% in FY ~~2012/13~~ 2014/15.

The projections of revenues for the General Construction Fund are shown in Table 9.12 for ~~FY 2009/10 through FY 2013/14~~ the next five fiscal years. The significant increases in projected revenues over the previous fiscal years primarily reflect anticipated loan proceeds.

9.5.1.1 Enterprise Funds Revenue

Projections of revenues for each of the enterprise funds for ~~FY 2009/10 through FY 2013/14~~ the next five fiscal years are presented in Table 9.13. These assumptions are based on a less than 4% average annual growth except for the Electric and Water and Sewer funds.

The operating revenues for the Electric Fund are variable depending upon contractual requirements and fuel costs, increased demand, weather and other uncontrollable factors. It is anticipated due to requirements to meet continued system upgrades and rehabilitation needs that future borrowing will be required, which is shown in Table 9.13.

Table 9.10 Projections of Ad Valorem Taxes and Millage Rates, FY 2010/11 – FY 2014/15 ($1,000)

Fiscal Year	Total Taxable Assessed Value	Millage Rate	Total Tax Levy	Anticipated Ad Valorem Taxes
2010/11	$2,264,677	1.9367	$4,386	$4,167
2011/12	2,332,834	1.9367	4,518	4,292
2012/13	2,403,057	1.9367	4,654	4,421
2013/14	2,474,828	1.9367	4,793	4,553
2014/15	2,549,698	1.9367	4,938	4,691

Source: City of Vero Beach Finance and Planning and Development Departments, October 2010.

Table 9.11 Projections of General Fund Operating Revenues, FY 2010/11-FY 2014/15 ($1,000)

Source	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Ad Valorem Tax	$ 4,167	$ 4,292	$ 4,421	$ 4,553	$ 4,691
Other Taxes	4,232	4,371	4,515	4,657	4,836
Permits, Licenses & Fines	219	220	225	231	236
Charges for Services	2,891	2,958	3,024	3,087	3,105
Intergovernmental	1,614	1,670	1,721	1,780	1,844
Miscellaneous	396	413	430	449	474
Fund Transfer	6,698	6,698	6,698	6,698	6,698
Totals	$20,217	$20,622	$21,034	$21,455	$21,884

Source: City of Vero Beach Finance and Planning and Development Departments, October 2010.

Table 9.12 Projections of General Construction Fund Revenues, FY 2010/11 – FY 2014/15 ($1,000)

Source	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Special Assessment	$ 30	$ 30	$ 30	$ 30	$ 30
Grants	1,250	1,250	--	--	--
Impact Fees	1,250	1,250	--	--	--
Construction Interest	137	138	140	141	143
One Cent Sales Tax	1,866	1,932	2,230	2,447	2,552
Fund Transfers	--	185	--	--	--
Loan Proceeds	--	500	3,500	2,500	1,000
Totals	$4,533	$5,285	$5,900	5,118	$3,725

Sources: City of Vero Beach Five Year Capital Program, Fiscal Years Ending FY 2011 – 2015

Note: Combines Paving and Assessment and Infrastructure and Real Estate Improvement Funds.

Table 9.13 Projections of Enterprise Fund Revenues
FY 2010/11– FY 2014/15 ($1,000)

Fund/Category	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Electric					
Operating Revenue	$ 88,473	$ 89,357	$ 89,804	$ 90,253	$ 90,704
FDOT Reimbursement	160	162	163	165	166
Impact Fees	500	500	500	500	500
Bond/Loan Proceeds	--	4,000	7,000	7,500	8,000
	$ 89,133	$ 94,019	$ 97,467	$98,418	$ 99,370
Water & Sewer					
Operating Revenue	$ 17,067	$ 17,167	$ 17,267	$ 17,341	$ 17,415
Impact Fees/Assessments	281	281	281	281	281
Bond/Loan Proceeds	--	--	--	--	--
Grants	195	--	250	--	--
	$ 17,543	$ 17,448	$ 17,798	$ 17,622	$ 17,696
Airport					
Operating Revenue	$ 2,579	$ 2,656	$ 2,736	$ 2,818	$ 2,903
Grants	975	5,440	2,758	2,670	1,940
	$ 3,554	$ 8,096	$ 5,494	$ 5,488	$ 4,843
Marina					
Operating Revenue	$ 1,823	$ 1,878	$ 1,934	$ 1,992	$ 2,052
Bond/Loan Proceeds	--	--	--	--	--
Grants	250	--	108	88	--
	$ 2,073	$ 1,878	$ 2,042	$ 2,080	$ 2,052
Solid Waste					
Operating Revenue	$ 2,685	$ 2,698	$ 2,711	$2,725	$ 2,739
Bond/Loan Proceeds	--	--	--	--	--
Grants	--	--	--	--	--
	$ 2,685	$ 2,698	$ 2,711	$ 2,725	$ 2,739
Recreation & Parks					
Operating Revenue	$ 690	$ 690	$ 690	$ 690	$ 690
General Fund Transfer	2,121	2,212	2,299	2,388	2,481
General Fund - One Cent Sales Tax	7	450	250	--	--
Grants	--	200	200	--	--
	$ 2,818	$ 3,552	3,439	$ 3,078	$ 3,171
Totals	$117,806	$127,691	$128,951	$129,411	$129,871

Source: City of Vero Beach Five Year Capital Program for Fiscal Years Ending FY 2011 - 2015.

The increase in operating revenues for the Water and Sewer Fund reflect proposed increases in the rate structure to meet operational obligations and increased expenses due to falling water usage and regulatory mandates. Required capital improvements to meet regulatory mandates and relocation of the Water and Sewer Administration Building may require future borrowing, including further rate increases, which is reflected in Table 9.13.

9.5.2 Expenditure Projections

Expenditure projections for ~~FY 2009/10 through FY 2013/14~~ the next five fiscal years were prepared for the General Fund (including the General Construction Fund) and six enterprise funds. For every fund, proposed capital outlays for CIS projects are not included in the projected expenditures, although the debt service expenses required to met debt obligations for loans or bond issues proposed for funding CIS projects are included. Additionally, additional operational costs resulting from CIS projects are included in projections of operating expenses.

9.5.2.0 General Fund Expenditures

Table 9.14 presents projected expenditures for the General Fund over the next five fiscal years ~~for FY 2009/10 through FY 2013/14~~. The projections assume an annual increase of 2.0 percent in operating expenses, which reflects no increase in staffing. In the City's adopted FY ~~2009/10~~ 2010/11 budget, a hiring freeze was ~~placed~~ continued on ~~most~~ non-essential vacant positions, ~~and~~ a mandatory one-day per month furlough was imposed on all city employees, including enterprise fund employees, except uniform patrol officers, and all employees were required to increase their contributions for health insurance and the City pension. Other projected expenditure increases include contributions to the Recreation and Parks Fund to cover projected increases in operating and capital expenses and debt service as a result of increased borrowing over the next five years for capital projects.

9.5.2.1 Enterprise Fund Expenditures

Projections of expenditures for each of the six enterprise funds for FY ~~2009/10 through FY 2013/14~~ for the next five fiscal years are presented in Table 9.15. As indicated in the discussion of projected General Fund revenues, the table reflects no increase in fund transfers from the Electric, Water and Sewer, Marina, and Solid Waste Funds to the General Fund. Other than the Recreation and Parks Fund, each of the enterprise operating revenues are sufficient to cover operating expenses and debt service as demonstrated by comparing operating revenue projections for each fund in Table 9.13 with expenditures in Table 9.15.

Overall, operating expenses in all enterprise funds are anticipated to increase from ~~$98.1~~ 89.2 million in the first year of the CIS to ~~$109.3~~ 99.4 million in the last year. This compares to the projected ~~$1.5~~ 1.4 million increase in operating expenses of the General Fund shown in Table 9.14 during the same period.

Of the six funds, the ones relevant to the CIS and this plan, are Water and Sewer, Solid Waste, and Recreation and Parks. The projected operations expenditures for the Solid Waste Fund and Recreation and Parks Fund expenditures are expected to show an average annual increase of less than 3.0 percent.

Table 9.14 Projections of General Fund Expenditures for Operations, Debt Service, Non-CIS Capital Outlays, and Fund Transfers FY 2010/11 – FY 2014/15 ($1,000)

Expenditures	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Operating Expenses	$17,272	$17,620	$17,970	$18,330	$18,700
Debt Service	1,661	1,698	1,967	2,192	2,266
Non-CIS Capital Outlays	896	1,798	1,225	1,237	1,430
Transfer to Parks & Recreation Fund	2,121	2,212	2,299	2,388	2,481
Transfer to Parks & Recreation Construction	7	450	250	--	--
Totals	$21,957	$23,778	$23,711	$24,147	$24,877

Source: City of Vero Beach Five Year Capital Program for Fiscal Years ending FY 2011 – 2015.

Table 9.15 Projections of Enterprise Fund Expenditures for Operations, Non-CIS Capital Outlays, Debt Service, and General Fund Transfers FY 2010/11 – FY 2014/15 ($1,000)

Fund/Category	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Electric					
Operating Expenses	$ 69,460	$ 71,402	$ 73,402	$ 75,402	$ 77,402
Non-CIS Capital Outlays	6,830	9,206	10,182	9,163	6,944
Debt Service	6,727	6,764	7,067	7,564	8,091
Fund Transfer	5,598	5,598	5,598	5,598	5,598
	$ 88,615	$ 92,970	$ 96,249	$ 97,727	$ 98,035
Water & Sewer					
Operating Expenses	$ 11,544	$ 11,840	$ 12,140	$ 12,440	$12,750
Non-CIS Capital Outlays	1,515	565	390	390	690
Debt Service	2,153	2,153	2,154	2,153	2,153
Fund Transfer	860	860	860	860	860
	$ 16,072	$ 15,418	$ 15,544	$ 15,843	$ 16,453
Airport					
Operating Expenses	$ 2,094	$ 2,147	$ 2,212	$ 2,279	$2,348
Non-CIS Capital Outlays	1,000	6,110	2,910	3,175	2,810
	$3,094	$ 8,257	5,122	5,454	$ 5,158
Marina					
Operating Expenses	$ 1,244	$ 1,284	$ 1,325	$ 1,367	$ 1,411
Non-CIS Capital Outlays	4	24	220	179	4
Debt Service	344	344	344	344	344
Fund Transfer	87	87	87	87	87
	$ 1,679	$ 1,739	$ 1,976	$ 1,977	$ 1,846
Solid Waste					
Operating Expenses	$ 2,010	$ 2,074	$ 2,141	$ 2,210	$ 2,281
Non-CIS Capital Outlays	--	--	--	--	--
Fund Transfer	153	153	153	153	153
	$ 2,163	$ 2,227	$ 2,294	$ 2,363	$ 2,434
Recreation & Parks					
Operating Expenses	$ 2,811	$ 2,895	$ 2,982	$ 3,071	$ 3,164
Non-CIS Capital Outlays	7	7	7	7	7
	$ 2,818	$ 2,902	$ 2,989	$ 3,078	$ 3,171
Totals	$114,441	$123,513	$124,174	$126,442	$127,097

Source: City of Vero Beach Five Year Capital Program for Fiscal Years Ending FY 2011 - 2015.

The significant increases in the overall expenditures in the Water and Sewer Fund reflect rising operational and per gallon treatment costs and increased debt service to pay for needed capital improvements identified in the CIS.

~~The Marina Fund includes projections of debt service to amortize debt for marina purchase. The repayment of this loan is from fund revenues.~~

9.5.3 Debt and Debt Capacity

Table 9.16 presents detailed summary of the City of Vero Beach's existing long-term debt. The total outstanding debt as of September 30, 2009, is approximately $95.1 million. The City has no general obligation debt.

Table 9.17 presents projections of debt service obligations for revenue bonds and notes for ~~FY 2009/10 through FY 2013/14~~ the five year period of the CIS. During this period total debt service is anticipated to increase from ~~$10.5~~ 10.9 million to ~~$14.7~~ 12.8 million.

CIE Policy 4.3 requires that the debt coverage ratio (DCR) applicable to debt service and retirement for those funds that finance services facilities and services be at least 125 percent. Table 9.18 provides projections of General Fund and Water and Sewer Fund debt coverage ratios for ~~FY 2009/10 through FY 2013/14~~ the five year period of the CIS. The debt coverage ratios for both funds are well above the minimum 125 percent during the entire period of the CIS.

The City has no outstanding general obligation and no debt limitation in City ordinances. CIE Policy 4.3 requires that any general and special obligation bond be held to no more than 5 percent of the City's total exempt assessed property value. Total outstanding debt of all kinds totaled no more than ~~4.0~~ 4.3 percent in FY ~~2009/10~~ 2010/11.

9.5.4 Project Revenue Availability

To ensure sufficient revenue is available to fund projects in the CIS, it is necessary to compare projected revenues with expenditures for the General Fund, Water and Sewer Fund, Solid Waste Fund, and Recreation and Park Fund.

9.5.4.0 General Fund

Table 9.19 presents projections of revenue available for funding projects in the five year CIS. ~~[Note:~~ In the FY 2010/11 budget~~2009/10~~, the City ~~was required to~~ appropriated ~~$50,000~~ approximately $4,100 from its General Fund balance to ~~meet its~~ balance the budget ~~requirements.]~~

9.5.4.1 Water and Sewer, Solid Waste, and Recreation and Parks Funds

Table 9.20 presents projections of revenue available for funding projects in the five year CIS for the Water and Sewer, Solid Waste, and Recreation and Parks Funds.

Table 9.16 Existing Long-Term Debt for
Fiscal Year Ending September 30, 2010 ($1,000)

	Outstanding 9/30/10	Interest Rate	Final Maturity	Pledge Source
General Fund				
Capital Improvement Revenue Note, Series 2007-B-1	$ 5,747	3.94%	2017	Sales Tax
Capital Improvement Revenue Note, Series 2005A	3,180	3.64%	2017	Sales Tax
Capital Improvement Revenue Note, Series 2007-B-2	5,000	3.98%	2026	Sales Tax
Total Outstanding	$13,927			
Electric Fund				
Electric Refunding Revenue Bonds, Series 2003A	$50,175	4.11%	2022	Fund Revenues
Electric System Refunding Revenue Note, Series 2008	6,980	4.14%	2017	Fund Revenues
Total Outstanding	$57,155			
Water and Sewer Fund				
Water and Sewer System Refunding Revenue Note, Series 2008	$13,547	4.28%	2022	Fund Revenues
Water and Sewer Revenue Loan Clean Water State Revolving Fund	10,309	2.62%	2030	Fund Revenues
Water and Sewer Revenue Loan Drinking Water State Revolving Fund	316	2.82%	2030	Fund Revenues
Total Outstanding	$24,172			
Marina Fund				
Capital Improvement Revenue Note, Series 2007A	$ 4,347	4.01%	2028	Fund Revenues
Total Outstanding	$ 4,347			
Total Long-term Debt Outstanding	$99,601			

Source: City of Vero Beach Annual Budget FY 2010/11.

Table 9.17 Projections of Debt Service Obligation for Outstanding Revenue Bonds and Revenue Notes FY 2010/11-FY 2014/15 ($1,000)

Fund	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
General Fund	$ 1,661	$ 1,698	$ 1,967	$ 2,192	$2,266
Electric Fund	6,727	6,764	7,067	7,564	8,091
Water and Sewer Fund	2,153	2,153	2,154	2,153	2,153
Marina Fund	344	344	344	344	344
Totals	$10,885	$10,959	$11,532	$12,253	$12,854

Source: City of Vero Beach Annual Budget FY 2010/11.

Table 9.18 Projections of General Fund and Water and Sewer Debt Coverage Ratios (DCR), FY 2010/11 – FY 2014/15 ($1,000)

Fiscal Year	Revenues	Expenditures	Net Revenue Available for Debt Service	Debt Service	DCR
GENERAL FUND					
2010/11	$22,820	$19,393	$3,427	$1,661	2.06
2011/12	22,691	19,832	2,859	1,698	1.68
2012/13	23,404	20,269	3,135	1,967	1.59
2013/14	24,043	20,718	3,325	2,192	1.52
2014/15	24,579	21,181	3,398	2,266	1.50
WATER AND SEWER FUND					
2010/11	$17,067	$11,544	$5,523	$2,153	2.56
2011/12	17,167	11,840	5,327	2,153	2.47
2012/13	17,267	12,140	5,127	2,154	2.38
2013/14	17,341	12,440	4,901	2,153	2.28
2014/15	17,415	12,740	4,675	2,153	2.17

Sources: City of Vero Beach Annual Budget, FY 2010/11 and Five Year Capital Program, Fiscal Years Ending 2011/2015

Notes:
1. Revenues include all revenue except grants, bond/loan proceeds, road impact fees, an assessments.
2. Expenditures include all expenses except capital outlays, debt service and interest expenses, and fund transfers.

Table 9.19 Projections of Availability of Revenues for General Fund CIS Projects, FY 2010/11 – 2014/15 ($1,000)

	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Revenue					
Operating Revenue[1]	$20,217	$20,622	$21,034	$21,455	$21,884
Capital Project Fund Revenue[2]	4,533	5,285	5,900	5,118	3,725
Fund Surplus	4	--	--	--	--
	$24,754	$25,907	$26,934	$26,573	$25,609
Expenditures[3]	$21,957	$23,778	$23,711	$24,147	$24,877
Revenue Available for CIS Capital Outlays	$ 2,797	$ 2,129	$ 3,223	$ 2,426	$ 732

Note:
1. Operating Revenue is from Table 9.11.
2. Capital Project Fund Revenue is from Table 9.12.
3. Expenditures are from Table 9.14.

Table 9.20 Projections of Availability of Revenue for Water and Sewer, Solid Waste, and Recreation and Parks Funds CIS Projects. FY 2010/11 – FY 2014/15 ($1,000)

Fund	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount
Water & Sewer					
Revenue[1]	$17,543	$17,448	$17,798	$17,622	$17,696
Expenditures[2]	16,072	15,418	15,544	15,843	16,453
Available Revenue	$ 1,471	$ 2,030	$ 2,254	$ 1,779	$ 1,243
Solid Waste					
Revenue	$ 2,685	$ 2,698	$ 2,711	$2,725	$ 2,739
Expenditures	2,163	2,227	2,294	2,363	2,434
Available Revenue	$ 522	$ 471	$ 417	$ 362	$ 305
Recreation & Parks					
Revenue	$ 2,818	$ 3,552	$ 3,439	$ 3,078	$ 3,171
Expenditures	2,818	2,902	2,989	3,078	3,171
Available Revenue	$ 0	$ 650	$ 450	$ 0	$ 0

Notes:
1. Revenues are from Table 9.13.
2. Expenditures are from Table 9.15.
3. Numbers shown within the ellipse ( ) are negative figures.

9.5.5 Summary

Based on the projections of revenue available for funding capital projects for the five year period beginning in FY ~~2009/10~~ 2010/11 and ending in FY ~~2013/14~~ 2014/15 for the various funds, the City adopted the Capital Improvements Schedule in Exhibit 9-A. As part of its Capital Improvement Schedule, the City has adopted for inclusion in its CIS, as required by the Florida Statutes, road projects from the MPO's Transportation Improvements Program and Indian River County's Capital Improvements Schedule ~~Transportation Improvement Programs~~ (Exhibit 9-B) and the Indian River County School District's adopted Five-Year ~~District Facilities~~ Work Plan ~~Program~~ (Exhibit 9-C).

The CIS in Exhibit 9-A organizes proposed capital projects by fund; provides a project identifier with a brief description of the project; and identifies the capital outlay for each project by fiscal year(s) and source of funds. A more detailed description of each project may be found in Table 9.2. For each of the four funds, the CIS indicates the amount of revenue available, including retained carryover amounts from previous fiscal years.

The financial data presented in the previous sections and the CIS demonstrate that the City will have sufficient funds to cover costs associated with the five year capital improvements schedule. The total cost of improvements over this five year period is ~~$33.3~~ 19.8 million for those projects for which the City has fiscal responsibility.

9.6 GOAL, OBJECTIVES AND POLICIES

CAPITAL IMPROVEMENTS GOAL

The City of Vero Beach shall provide and maintain adequate public facilities and services for both existing and future populations in a manner which protects public investment, maximizes the use of existing facilities, minimizes the fiscal and tax burden on existing residents and businesses, and accommodates growth and development consistent with available financial resources and all elements of the Comprehensive Plan.

Objective 1:

The City shall provide or cause to be provided public facilities necessary to eliminate existing deficiencies and to accommodate future growth by 2012.

Policies:

1.1 The Capital Improvements Element (CIE) shall be annually updated pursuant to Section 163.3177, Florida Statutes (F.S.). As an integral part of the CIE, the City shall maintain a five-year Capital Improvements Schedule (CIS). The CIS shall be a list of scheduled capital projects to address public facility needs identified in this Comprehensive Plan and to ensure that that adopted level-of-service (LOS) standards are achieved and maintained. The annual update of the CIE and CIS shall be done in conjunction with the City's annual operating and capital budgeting process to ensure that the CIS is financially feasible.

1.2 Capital improvements are those projects costing $100,000 or more that are required to address existing and future public facility needs identified in this Comprehensive Plan and shall be included in the annual CIS. Pursuant to Chapter 9J-5, Florida Administrative Code, any facility identified in the CIS that is delayed or deferred in construction or is eliminated from the CIS and

any new public facility capital project added to the CIS requires an amendment to this Comprehensive Plan.

1.3 Capital improvements in the Indian River County School District's Five-Year District Facilities Work Program shall be annually included in the CIS.

1.4 Transportation capital improvements in the Indian River County Metropolitan Transportation Planning Organization's Transportation Improvements Program and Indian River County's Transportation Improvement Program that affect transportation levels of service within the City shall be annually included in the CIS.

1.5 The City shall evaluate and prioritize its local capital improvement projects required to meet public facilities needs identified in this Comprehensive Plan for inclusion in the CIS in accordance with the following criteria ranked in order of importance:

1. Elimination of hazards to public health, safety or property.

2. Compliance with mandates and prior commitments.

3. Elimination of existing capacity deficiencies in public facilities.

4. Maintenance of adopted level-of-service standards identified in this Comprehensive Plan.

5. Consistency with relevant policies of this Comprehensive Plan.

6. Financial impact on the City's annual budget and Five-Year Capital Program.

7. Provision of infrastructure improvements to implement sector master plans identified in the Land Use Element of this Comprehensive Plan.

8. Accommodation of the demand on public facility capacity generated by new development and redevelopment.

9. Consistency and impact on plans of state agencies, St. Johns Water Management District, Indian River Farms Water District, and Indian River County that affect and/or provide public facilities within the City.

10. Improvements to the efficiency and effectiveness of existing public facilities, including reductions in operations and maintenance costs.

1.6 A Public Facilities Capacity and Analysis Report shall be prepared annually by the Planning and Development Department and submitted to the City Council in conjunction with the preparation of the annual Capital Improvements Schedule and Five-Year Capital Program. The report will compare the existing demand, demand from projects approved but not constructed, and additional planned demand on the Future Land Use Map with the existing capacity and Level of Service standards for facilities in Vero Beach. A projection of future development within the five- and ten-year planning horizon will be included, which will provide information to implement the Comprehensive Plan in a timely manner by allocating necessary financial resources. The report will list the facility improvements that are identified in other elements of the Comprehensive Plan and amendments that may be needed to other elements to achieve and maintain the adopted level-of-service standards.

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

Objective 2:

The City shall limit public expenditures in 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 these areas on the Future Land Use Map.

Policies:

2.1 The City shall only expend public funds for capital improvements in coastal high hazard areas that:

1. Maintain adopted level of service standards;
2. Replace existing capacity and upgrade the level of wastewater treatment required for reduction of pollutant loadings;
3. 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;
4. Support public beach and shoreline access, natural resources protection and enhancement, parks and recreation uses, or similar projects;
5. Provide for public safety or protection of public property including the relocation of vulnerable public facilities; and
6. Do not adversely impact hurricane evacuation times.

2.2 Capital improvements in the 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.

2.3 The City shall not approve or enter into any development or other similar contractual agreements with developers or property owners that would permit the construction of any infrastructure improvements supporting an increase in the overall intensity and density of development within coastal high hazard areas as indicated on the Future Land Use Map.

Objective 3:

Future growth and development shall bear its proportionate share of the cost to maintain adopted level of service (LOS) standards.

Policies:

3.1 The City shall use impact fees, capacity charges, assessments, developer dedications and contributions to pay for infrastructure improvements and services needed to accommodate future needs while maintaining adopted LOS standards.

3.2 The City shall not increase ad valorem millage rates and other fiscal burdens on existing residents and businesses without first examining other options for placing the financial burden of providing new facilities and services on the growth and development requiring such facilities and services.

3.3 The City shall require new development to contribute its pro rata share of the cost to provide facilities necessary to maintain adopted LOS standards.

3.4 The City shall continue to investigate and identify new sources of revenue and revenue generating mechanisms for funding capital improvement projects.

Objective 4:

The City shall ensure that it is able to fund and provide required local capital facilities and services to accommodate future development and redevelopment throughout the five-year planning period of the Capital Improvements Schedule.

Policies:

4.1 The City shall anticipate and plan for fiscal requirements necessary to provide services and facilities at its adopted level of service standards through the annual updating of this CIE and CIS, its operating and capital budgeting process, and other elements of this Comprehensive Plan.

4.2 The City shall take into full account in the evaluation of the capacity of a public facility, the future demand of approved, but unbuilt development that has been vested by the City pursuant to Florida laws and case law.

4.3 The following principles shall guide the City in issuing or incurring any additional debt:

1. Revenue bonds shall be limited to 90-percent of the City's total outstanding indebtedness.

2. The debt coverage ratio (DCR) applicable to the debt service and retirement schedule for the City's total outstanding indebtedness as well as individual bond issues shall be at least 125 percent.

3. The maximum ratio of general and special obligation indebtedness shall be no more than five percent of the City's total nonexempt assessed property value.

4.4 The following principles shall guide the City in the financing of capital improvements:

1. Enterprise funds shall continue to be used for the provision of sanitary sewer, potable water, and solid waste facilities with debt to be paid by user fees, capacity charges, assessments, grants, and other appropriate sources.

2. Non-enterprise funds supported by public facilities (roads, stormwater management, and parks) shall be financed from current revenue, bond issues, grants and revenue sharing funds, impact fees, capacity charges, assessments, short-term loans, and other appropriate sources.

3. The City shall use general obligation funds and other sources to raise the funding to provide those public facilities that cannot be constructed with user fees, revenue bonds, impact fees, capacity charges, or other dedicated revenue sources.

4.5 The City shall maintain a public facilities planning process in conjunction with the annual operating and capital budget process that identifies current and future (10 years) capital improvement needs to be addressed in the annual update of the Capital Improvements Element.

Objective 5:

The City of Vero Beach shall coordinate land use decisions and fiscal resources with its Capital Improvements Element, Capital Improvements Schedule, and Concurrency Management System to maintain adopted level of service standards for required public facilities and to ensure these public facilities are provided at adopted levels of service necessary to accommodate future development concurrent with the needs of such development.

Policies:

5.1 The City hereby adopts the level of service (LOS) standards set forth in Table 9.1 of this element for the following required public facilities:

1. Potable Water;
2. Sanitary Sewer;
3. Solid Waste;
4. Drainage;
5. Parks and Recreation; ~~and~~
6. Roads; and
7. Schools.

5.2 The City shall maintain a Concurrency Management System (CMS) to ensure that public facilities needed to support development are available concurrent with the impact of development. Pursuant to its adopted CMS, the City shall issue no development order or permit which results in a reduction in the LOS below the adopted LOS standards referenced in Policy 5.1. Development approval may be phased to allow the provision of public facilities and services necessary to maintain adopted levels of service. The policy guidelines established for the CMS are presented in Policies 5.3 through 5.15.

5.3 The City shall maintain the concurrency management system regulations of its Land Development Regulations (LDR), which implement the CMS of this Comprehensive Plan.

5.4 Any proposed residential development requiring approval by the City that may increase demand for school facilities shall be subject to concurrency review and determination pursuant to the policies of the Public School Facilities Element and the procedures and standards of Chapter 910, the Indian River County Land Development Regulations.

5.5 Any proposed development requiring approval by the City that may increase demand for non-transportation public facilities and services shall be subject to concurrency review and determination by the City Planning and Development Department in coordination with appropriate City and County departments. This concurrency determination shall be based on an evaluation of the capacity of existing public facilities with the projected demands on this capacity by the proposed development and the demand from projects approved but not yet constructed.

5.6 Any proposed development requiring approval by the City that may increase demand for use of capacity of a roadway functionally classified as a collector or above (reference Figure 2.2) shall be subject to concurrency review and determination by Indian River County, pursuant to the procedures and requirements of Chapter 910, Indian River County Land Development Regulations.

5.7 Any proposed development requiring approval by the City that may increase demand for use of capacity of a City roadway that is not functionally classified as a collector or above shall be subject to concurrency review and determination by the City Planning and Development Department in coordination with the City Public Works Department. This concurrency determination shall be based on an evaluation of the capacity of the roadway with the projected demands on this capacity by the proposed development.

5.8 No development application requiring a concurrency determination shall be approved or a development permit issued unless the application receives a determination that adequate levels of service for roads, potable water, sanitary sewer, solid waste, drainage, parks, and schools are available or will be available pursuant to Policies 5.9 through 5.14.

5.9 Development applications subject to Indian River County concurrency management system requirements for roads may be approved contingent upon receiving from Indian River County an exemption from concurrency, conditional concurrency or, a final concurrency certificate consistent with meeting one or more of the conditions under Policy 5.12.

5.10 The concurrency requirements for potable water, sanitary sewer, solid waste and drainage facilities shall be met if one or more of the following conditions are met:

1. The necessary facilities and services are in place at the time a development permit is issued; or

2. The development permit is issued subject to the condition that the necessary facilities and services will be in place to serve the development no later than the issuance by the City of a certificate of occupancy or its functional equivalent; or

3. A binding executable contract or enforceable development agreement guarantees that the necessary facilities and services will be in place to serve the development no later than the issuance by the City of a certificate of occupancy or its functional equivalent.

5.11 The concurrency requirements for parks and recreational facilities shall be met, if one or more of the following conditions are met:

1. The necessary facilities and services are in place at the time a development permit is issued; or

2. The development permit is issued subject to the condition that the necessary facilities and services will be in place to serve the development no later than the issuance by the City of a certificate of occupancy or its functional equivalent; or

3. The necessary facilities will be in place or under construction to serve the development no later than one year after the issuance by the City of a certificate of occupancy or its functional equivalent; or

4. A binding executed contract or enforceable development agreement guarantees that the necessary facilities and services will be in place to serve the development within one year of the issuance of a certificate of occupancy or its functional equivalent.

5.12 The concurrency requirements for roads shall be met if one or more of the following conditions are met:

1. The necessary facilities are in place or under construction at the time a development permit is issued; or

2. The development permit is issued subject to the condition that the necessary facilities to serve the development are included in the City's adopted Capital Improvements Schedule and are scheduled to be in place or under construction within three years from permit issuance; or

3. A binding executed contract or enforceable development agreement guarantees that the necessary facilities and services will be in place to serve the development within three years of the issuance of the development permit; or

4. An executed proportionate fair share agreement consistent with the requirements of Section 163.3180 (16), Florida Statutes, that the necessary capacity on a deficient highway segment(s) is available to serve the development and project(s) to provide such capacity are included in the City's adopted Capital Improvements Schedule.

5.13 An enforceable development agreement may include, but not be limited to, development agreements pursuant to Section 163.3220, Florida Statutes (F.S.), or an agreement or development order issued pursuant to Chapter 380, F.S.

5.14 The concurrency requirements for schools shall be met only if the needed capacity for the particular service area is available in one or more contiguous service areas as defined in Section 163.3180(13)(c), F.S pursuant to policies in the Public School Facilities element and concurrency regulations of Chapter 910 of the Indian River County Land Development Regulations.

5.15 Certificates of occupancy shall only be issued concurrent with the provision of facilities. The following principles shall be followed in determining concurrency for the issuance of certificates of occupancy:

1. For potable water, concurrency shall mean direct connection to a functioning city or county water system.

2. For sanitary sewer, concurrency shall mean direct connection to a functioning city or county central sanitary sewer system, or if consistent with the policies in other elements of this Comprehensive Plan, an on-site wastewater treatment and disposal system approved by the Indian River County Health Department.

3. For required on-site drainage facilities, concurrency shall mean the improvements are in place.

4. For required off-site drainage and parks, concurrency shall mean:

   a. The improvement is in place prior to the issuance of the permit; or

   b. The improvement is bonded, as part of subdivision improvements agreement or similar instrument, and there is a schedule of completion in the bonding agreement within one year; or

c. The improvement is a City sponsored project that is under construction and will be in place in one year.

5.16 The City shall determine the service demands and capacity usage of existing and vested development in its existing level-of-service calculations. The difference between the capacity usage of both existing and vested dcvclopment and the capacity of the facility shall constitute reserve capacity that will be available for meeting future demand.

9.7 IMPLEMENTATION, EVALUATION, AND MONITORING

Implementation is a critical component of any element of this comprehensive plan. Implementation involves taking actions and achieving results that effectuate the objectives and goals of the comprehensive plan and this element.

The specific actions for the implementing the policies of the Capital Improvement Element are identified in Table 9.21. For each policy element, the type of action required is identified and the responsible entity for taking action and the timing are identified. Some of the identified actions are on-going and others are periodic or one-time events.

The overall responsibility for the Capital Improvements Element will be the Planning and Development Department working in close cooperation with the Finance Department. In addition to its responsibilities for preparing the Annual Public Facilities Capacity and Needs Report which requires close coordination with City and County departments and State agencies, the Department will be responsible for ensuring that responsible city departments discharge their duties pursuant to this element and working with various departments in conjunction with the Finance Department on specific capital projects to be included in their budgets, notifying other departments and groups of actions that are to be taken, and providing assistance to other departments in their plan implementation responsibilities.

A significant portion of the plan monitoring and subsequent evaluation will be in conjunction with the application of the City's concurrency management system described in this element and its policies and in the maintaining and updating of the monitoring information on service demand required to be incorporated in the Annual Public Facilities Capacity and Needs Report.

With the adoption of its Evaluation Appraisal Report (EAR), ~~T~~the City ~~will initiate in 2009 a significant updating of its comprehensive plan by preparing an Evaluation and Appraisal Report (EAR)~~ has begun work on preparing EAR-based plan amendments as required by Chapter 163, F.S. This comprehensive ~~review~~ process will be used to further fine tune ~~its~~ the City's concurrency management system, tracking and monitoring system, policies, and level of service standards. ~~In addition to providing a means to evaluate needed revisions to this plan element, the EAR will provide a means of ascertaining the level of success in implementing the plan.~~

Table 9.21 Capital Improvements Element Implementation Matrix

Policy	Action	Responsibility	Timing
1.1	Update CIE and CIS	PDD/FD	Annual
1.2	Define Capital Improvement	FD	Ongoing
1.3	Include IRC Capital Improvements Program in CIS	SD/PDD	Annual
1.4	Include MPO TIP in CIS	MPO/PDD	Annual
1.5	Evaluate and prioritize projects	Appropriate CD/ SD	Ongoing/ Annual
1.6	Prepare Public Facilities Capacity and Analysis Report	PPD/PZB	Annual
2.1	Limit public expenditures in Coastal High Hazard Areas	CC/ Appropriate CD	Ongoing
2.2	Limit planning or design of expansion of capital facilities in Coastal High Hazard Areas	Appropriate CD	Ongoing
2.3	Limit development agreements in Coastal High Hazard Areas	CC	Ongoing
3.1	Use of fees, etc. for infrastructure improvements	FD/ Appropriate	Ongoing
3.2	Limit use of ad valorem taxes without examining other options	CC/FD	Ongoing
3.3	Require new development to contribute its pro-rata share of costs for LOS maintenance	CC/FD/PDD	Ongoing
3.4	Investigate new funding mechanisms	FD/PDD	Ongoing
4.1	Provide fiscal basis for financing capital improvements	FD/ Appropriate CD	Ongoing
4.2	Consider in evaluation of capacity of public facility vested projects	PDD/ Appropriate CD	Ongoing
4.3	Follow principles in issuing and incurring debt	CC/FD	Ongoing
4.4	Follow principles in financing of capital improvements	CC/FD/ Appropriate CD	Ongoing
4.5	Maintain public facilities planning process	PDD/FD/Appropri ate CD/SD/IRC/MPO	Ongoing
5.1	Adopt LOS standards	CC/SD/ Appropriate CD	Ongoing
5.2	Maintain concurrency management system	PDD/IRC/SD	Ongoing

Table 9.21 (Cont.) Capital Improvements Element Implementation Matrix

5.3	Maintain concurrency management regulations	PDD/CC	Ongoing
5.4	Require school concurrency review	PDD/SD/IRC	Ongoing
5.5	Require concurrency review for non-transportation public facilities	PDD/PWD/ WSD/RD	
5.6	Require concurrency review for arterial and collective roads	IRC/PDD	Ongoing
5.7	Require concurrency review for city roadways	PDD/PWD	Ongoing
5.8	Approve development applications only if concurrency is met	PDD/PZB/CC	Ongoing
5.9	Approve development applications for collector/ arterial roadways only if IRC concurrency is met	IRC	Ongoing
5.10	Meeting of concurrency for potable water, sanitary sewer, solid waste and drainage facilities	PDD/ Appropriate CD	Ongoing
5.11	Meeting of concurrency for parks and recreational facilities	PDD/RD	Ongoing
5.12	Meeting concurrency requirements for roads	PDD/PWD/IRC	Ongoing
5.13	May include enforceable development agreement	Appropriate CD/ IRC	Ongoing
5.14	Meeting concurrency requirements for schools	SD/IRC/PDD	Ongoing
5.15	Issuing certificates of occupancy	IRC/ Appropriate CD	Ongoing
5.16	Consider vesting in any public capacity analysis	PDD/Appropriate CD/IRC/SD	Ongoing

PDD = Planning and Development Department
PWD = Public Works Department
WSD = Water and Sewer Department
RD = Recreation Department
FD = Finance Department
IRC = Indian River County Agencies
MPO = Metropolitan Planning Organization
SD = School District
CC = City Council
PZB = Planning and Zoning Board
CD = County Department

EXHIBIT 9-A
CAPITAL IMPROVEMENTS
SCHEDULE
FY 2010/11 – FY 2014/15

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

EXHIBIT 9-A Capital Improvements Schedule, FY 2010/11 – 2014/15 ($1,000)

GENERAL FUND PROJECTS

Revenue	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount	FY 2014/15 Amount	
Available Revenue	$2,797	$2,129	$3,223	$2,426	$ 732	
Retained Carryover	363	--	(39)	374	500	
Total Revenue	$3,160	$2,129	$3,184	$2,800	$1,232	
Expenditures						
Project Description						***Revenue Source***
D-1-09 Stormwater Outfalls	$ 300	$ 300	$ 150	$ 150	$ 150	One Cent Sales Tax
D-4-09 26th Av Drainage Improvements	50	--	--	--	--	One Cent Sales Tax
D-6-09 14th Av & 23rd St Intersection Drainage Improvements	50	--	--	--	--	One Cent Sales Tax
D-3-10 Live Oak & Mockingbird Drainage Improvements	165	--	--	--	--	One Cent Sales Tax
D-4-10 19th St Drainage Improvements	--	--	150	--	--	One Cent Sales Tax
D-5-10 23rd St Drainage Improvements	--	--	110	--	--	One Cent Sales Tax
D-1-11 Secondary Drainage	45	50	50	50	50	One Cent Sales Tax
D-2-11 Bougainvillea Ln Drainage Improvements	--	25	100	--	--	One Cent Sales Tax
D-3-11 Culvert Replacement at 23rd St & 20th Av	50	200	--	--	--	One Cent Sales Tax
ROS-7-09 MacWilliams Park Improvements	--	300	--	--	--	One Cent Sales Tax
ROS-8-09 Replacement of Humiston Boardwalk	--	693	--	--	--	One Cent Sales Tax
R-1-09 Aviation Boulevard	2,500	--	--	--	--	FDOT Grant and Impact Fees
R-3-09 Paving & Draining Improvements at 5th Av & 23rd St	--	--	750	--	--	One Cent Sales Tax
R-4-09 34th Av Bridge Rehabilitation	--	100	500	500	--	One Cent Sales Tax
R-1-10 14th Av from 18th St to 19th Pl Improvements	--	--	500	1,000	--	One Cent Sales Tax
R-2-10 Commerce Av Improvements	--	500	500	--		One Cent Sales Tax
R-3-10 Keystone Subdivision Paving & Drainage Improvements	--	--	--	600	600	One Cent Sales Tax
Total Expenditures	$3,160	$2,168	$2,810	$2,300	$ 800	
Balance						
Revenue - Expenditures	$ 0	$ (39)	$ 374	$ 500	$ 432	

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

EXHIBIT 9-A (Cont.) Capital Improvements Schedule, FY 2010/11 – 2014/15 ($1,000)

SOLID WASTE FUND

Revenue	**FY 2010/11 Amount**	**FY 2011/12 Amount**	**FY 2012/13 Amount**	**FY 2013/14 Amount**	**FY 2014/15 Amount**	
Available Revenue	$ 522	$ 471	$ 417	$ 362	$ 305	
Retained Carryover	--	522	703	830	892	
Total Revenue	$ 522	$ 993	$1,120	$1,192	$1,197	
Expenditures						
Project Description						***Revenue Source***
SW-1-10 Annual Vehicle Replacement	--	$ 290	$ 290	$ 300	$ 260	User fees and charges
Balance						
Revenue - Expenditures	$ 522	$ 703	$ 830	$ 892	$ 937	

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

EXHIBIT 9-A (Cont.) Capital Improvements Schedule, FY 2010/11 – 2014/15 ($1,000)

RECREATION AND PARKS FUND

Revenue	**FY 2010/11 Amount**	**FY 2011/12 Amount**	**FY 2012/13 Amount**	**FY 2013/14 Amount**	**FY 2014/15 Amount**	
Available Revenue	$ --	$ 650	$ 450	$ --	$ --	
Retained Carryover	--	--	--	--	--	
Total Revenue	$ --	$ 650	$ 450	$ --	$ --	
Expenditures						
Project Description						***Revenue Source***
ROS-2-09 Charles Park Addition Phase 1	--	$ 450	--	--	--	One Cent Sales Tax Grant $200K
ROS-5-09 Charles Park Addition II	--	--	450	--	--	One Cent Sales Tax Grant $200K
ROS-6-09 Stadium Light Replacement	--	200	--	--	--	One Cent Sales Tax
Total Expenditures	$ --	$ 650	$ 450	$ --	$ --	
Balance						
Revenue - Expenditures	$ --	$ --	$ --	$ --	$ --	

Supplement 6: Adopted January xx, 2011 ; Ordinance #11-XX

EXHIBIT 9-A Capital Improvements Schedule, FY 2010/11 – 2014/15 ($1,000)

WATER AND SEWER FUND

Revenue	**FY 2010/11 Amount**	**FY 2011/12 Amount**	**FY 2012/13 Amount**	**FY 2013/14 Amount**	**FY 2014/15 Amount**	
Available Revenue	$1,471	$2,030	$2,254	$1,779	$1,243	
Retained Carryover	--	776	1,461	2,120	2,384	
Total Revenue	$1,471	$2,806	$3,715	$3,899	$3,627	
Expenditures						
Project Description						***Revenue Source***
PW-1-09 Reverse Osmosis Membrane Replacement	$ --	$ 250	--	--	--	User and impact fees
PW-2-09 RO Water Treatment Plant Expansion	--	--	--	450	$ 500	User and impact fees
PW-3-09 RO Control System Upgrade	--	--	--	100	250	User and impact fees
PW-5-09 Portable Generators	--	--	--	120	--	User and impact fees
PW-6-09 RO Generator Replacement	--	250	250	250	--	User and impact fees
PW-7-09 Odor Control System Expansion	--	50	450	--	--	Loan/bond proceeds
PW-9-09 Line and Service Replacement	50	250	250	250	250	User and impact fees
PW-1-10 Airport Water Main Replacement	100	--	--	--	--	User and impact fees
PW-1-11 Conversion of Floridan Wells	450	--	--	--	--	User and impact fees
PW-2-11 Construction of Main Canal Stormwater Pump	--	--	250	--	--	Grant
SS-3-09 Headworks Influent Structure Repair	--	250	250	--	--	User and impact fees
SS-4-09 Gravity Sewer Rehabilitation	50	100	100	100	100	User and impact fees
SS-5-09 Vacuum Truck	--	--	--	200	--	User and impact fees
SS-6-09 Lift Station Pump Replacement	20	20	20	20	20	User and impact fees
SS-7-09 Electrical Panel Replacement Program	25	25	25	25	25	User and impact fees
SS-2-10 Mockingbird 10" Force Main Replacement	--	150	--	--	--	User and impact fees
Balance	$ 695	$1,345	$1,595	$1,515	$1,145	
Revenue – Expenditures	$ 776	$1,461	$2,120	$2,384	$ 347	

EXHIBIT 9-B
INDIAN RIVER COUNTY
MPO TRANSPORTATION
IMPROVEMENTS PROGRAM
FY 2010/11 – FY 2014/15
AND
INDIAN RIVER COUNTY CAPITAL
IMPROVEMENTS SCHEDULE FOR TRANSPORTATION
FY 2010/11 – FY 2014/15

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

HIGHWAYS

ITEM NUMBER: 2285832 *PROJECT NAME:* US-1 (SR-5) FROM ST. LUCIE CO. LINE *WORK MIX:* ADD LANES & RECONSTRUCT TO N OF HIGHLAND DRIVE
WP ITEM NO:
BEG PT: 0 *END PT:* 0.65 *RDWY:* 88010000 *FEDERAL:* N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DDR	ROW	3,957,032.00	0.00	0.00	0.00	0.00

ITEM NUMBER: 2285834 *PROJECT NAME:* US-1 (SR-5) FROM S OF HIGHLAND DR *WORK MIX:* ADD LANES & RECONSTRUCT TO S OF OSLO ROAD
WP ITEM NO:
BEG PT: 0.449 *END PT:* 1.829 *RDWY:* 88010000 *FEDERAL:* Y

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
SL	RRU	0.00	125,000.00	0.00	0.00	0.00
ACSA	CST	0.00	0.00	2,662,034.00	0.00	0.00
DDR	CST	0.00	0.00	776,981.00	0.00	0.00
SL	CST	0.00	0.00	7,649,111.00	0.00	0.00

ITEM NUMBER: 2286132 *PROJECT NAME:* INDIAN RIVER COUNTY ENHANCE TRAFFIC SIGNAL *WORK MIX:* TRAFFIC SIGNALS SYSTEM
WP ITEM NO:
BEG PT: 0 *END PT:* 0 *RDWY:* *FEDERAL:* N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DDR	CST	220,000.00	220,000.00	220,000.00	0.00	0.00

ITEM NUMBER: 2286133 *PROJECT NAME:* INDIAN RIVER COUNTY ENHANCE TRAFFIC SIGNAL *WORK MIX:* TRAFFIC SIGNALS SYSTEM
WP ITEM NO:
BEG PT: 0 *END PT:* 0 *RDWY:* *FEDERAL:* N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DDR	CST	0.00	0.00	0.00	258,000.00	258,000.00

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER: 2286271 **PROJECT NAME:** SR-60/OSCEOLA BLVD **WORK MIX:** ADD LANES & RECONSTRUCT
WP ITEM NO: 4115477 FROM W. OF 82ND AVE/CR609 TO 66TH AVE/CR-615
BEG PT: 23.923 **END PT:** 26.072 **RDWY:** 88060000 **FEDERAL:** N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DDR	INC	1,000,000.00	0.00	0.00	0.00	0.00

ITEM NUMBER: 2286281 **PROJECT NAME:** SR-60/OSCEOLA BLVD **WORK MIX:** ADD LANES & RECONSTRUCT
WP ITEM NO: 4115478 FROM W. OF I-95 TO W OF 82ND AVE/CR-609
BEG PT: 22.389 **END PT:** 23.923 **RDWY:** 88060000 **FEDERAL:** Y

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
ACSA	INC	385,000.00	0.00	0.00	0.00	0.00
DDR	LAR	0.00	5,000,000.00	5,000,000.00	4,429,754.00	0.00

ITEM NUMBER: 4095042 **PROJECT NAME:** INDIAN RIVER DRIVE **WORK MIX:** SIDEWALK
WP ITEM NO: FROM SEBASTIAN N CITY LIM TO US-1
BEG PT: 0 **END PT:** 0 **RDWY:** **FEDERAL:** Y

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
SE	CST	502,000.00	0.00	0.00	0.00	0.00
SE	CST	5,240.00	0.00	0.00	0.00	0.00

ITEM NUMBER: 4130481 **PROJECT NAME:** I-95 (SR-9) **WORK MIX:** ADD LANES & RECONSTRUCT
WP ITEM NO: FROM IR/ST LUCIE CO/LINE TO SR-60/OSCEOLA BLVD
BEG PT: 0 **END PT:** 6.5 **RDWY:** 88081000 **FEDERAL:** N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DIH	CST	0.00	0.00	0.00	0.00	602,290.00
GMR	CST	0.00	0.00	0.00	0.00	87,947,876.00
GMR	INC	0.00	0.00	0.00	0.00	1,000,000.00
GMR	RRU	0.00	0.00	0.00	1,000,000.00	0.00

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER:	*4130482*	*PROJECT NAME:*	I-95 (SR-9)		*WORK MIX:*	INTERCHANGE (NEW)	
WP ITEM NO:			@ OSLO ROAD		INTERCHANGE		
BEG PT:	1.885	*END PT:*	2.895	*RDWY:*	88081000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
GMR	PDE	0.00	0.00	0.00	0.00	2,200,000.00	
DIH	PDE	0.00	0.00	0.00	0.00	100,000.00	

ITEM NUMBER:	*4130491*	*PROJECT NAME:*	I-95 (SR-9)		*WORK MIX:*	ADD LANES & RECONSTRUCT	
WP ITEM NO:			FROM SR-60/OSCEOLA BLVD		TO N. OF CR-512		
BEG PT:	6.5	*END PT:*	16.5	*RDWY:*	88081000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
NHAC	PE	0.00	0.00	0.00	3,228,167.00	945,000.00	
DS	PE	0.00	0.00	0.00	50,000.00	0.00	

ITEM NUMBER:	*4130501*	*PROJECT NAME:*	I-95 (SR-9)		*WORK MIX:*	ADD LANES & RECONSTRUCT	
WP ITEM NO:			FROM N. OF CR-512		TO BREVARD CO/LINE		
BEG PT:	16.5	*END PT:*	19.198	*RDWY:*	88081000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
NHAC	PE	0.00	0.00	0.00	3,587,356.00	0.00	

ITEM NUMBER:	*4216951*	*PROJECT NAME:*	SR-A1A		*WORK MIX:*	RESURFACING	
WP ITEM NO:			FROM SL/IR COUNTY LINE		TO N OF COQUINA LANE		
BEG PT:	0	*END PT:*	5.47	*RDWY:*	88070000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DDR	CST	503,627.00	0.00	0.00	0.00	0.00	
DIH	CST	32,634.00	0.00	0.00	0.00	0.00	
DDR	CST	396,246.00	0.00	0.00	0.00	0.00	
SL	CST	2,272,602.00	0.00	0.00	0.00	0.00	

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER:	*4228691*	*PROJECT NAME:*	INDIAN RIVER CO		*WORK MIX:*	SIDEWALK	
WP ITEM NO:			PED/SIDEWALK BOX				
BEG PT:	0	*END PT:*	0	*RDWY:*		*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DS	CST	0.00	0.00	0.00	0.00	100,000.00	

ITEM NUMBER:	*4229141*	*PROJECT NAME:*	SR-656/17TH ST		*WORK MIX:*	ADD TURN LANE(S)	
WP ITEM NO:			@ INDIAN RIVER BLVD		IN VERO BEACH		
BEG PT:	0.639	*END PT:*	0.64	*RDWY:*	88003000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
EB	CST	4,905.00	0.00	0.00	0.00	0.00	
HSP	CST	94,984.00	0.00	0.00	0.00	0.00	

ITEM NUMBER:	*4229551*	*PROJECT NAME:*	US-1 (SR-5)		*WORK MIX:*	RESURFACING	
WP ITEM NO:			FROM ST LUCIE COUNTY LINE		TO MP 0.449		
BEG PT:	0	*END PT:*	1.83	*RDWY:*	88010000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DIH	CST	0.00	225,900.00	0.00	0.00	0.00	
HSP	CST	0.00	567,262.00	0.00	0.00	0.00	
DDR	CST	0.00	4,759,030.00	0.00	0.00	0.00	

ITEM NUMBER:	*4239131*	*PROJECT NAME:*	US-1 (SR-5)		*WORK MIX:*	BRIDGE-REPAIR/REHABILITATION	
WP ITEM NO:			BRIDGE 880025		NB OVER OLD DIXIE & FEC		
BEG PT:	0	*END PT:*	0.054	*RDWY:*	88010000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
BRRP	CST	0.00	0.00	431,085.00	0.00	0.00	
DIH	CST	0.00	0.00	55,610.00	0.00	0.00	
DIH	PE	10,000.00	0.00	0.00	0.00	0.00	

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER: *4244311* ***PROJECT NAME:*** SR-60/MERRILL BARBER BRIDGE # 880087 ***WORK MIX:*** BRIDGE-REPAIR/REHABILITATION

WP ITEM NO:

BEG PT: 32.282 ***END PT:*** 33.008 ***RDWY:*** 88060000 ***FEDERAL:*** N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DIH	PE	50,000.00	0.00	0.00	0.00	0.00
DIH	CST	0.00	0.00	86,353.00	0.00	0.00
BRRP	CST	0.00	0.00	791,015.00	0.00	0.00

ITEM NUMBER: *4246381* ***PROJECT NAME:*** SR-60/OCSEOLA BLVD FROM WEST OF 66TH AVE ***WORK MIX:*** RESURFACING TO 58TH AVE

WP ITEM NO:

BEG PT: 26.1 ***END PT:*** 27.2 ***RDWY:*** 88060000 ***FEDERAL:*** N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DIH	CST	0.00	135,245.00	0.00	0.00	0.00
DDR	CST	0.00	2,333,918.00	0.00	0.00	0.00

ITEM NUMBER: *4251931* ***PROJECT NAME:*** I-95 (SR-9) FROM MP 5.909 ***WORK MIX:*** RESURFACING TO MP 19.198

WP ITEM NO:

BEG PT: 5.909 ***END PT:*** 19.198 ***RDWY:*** 88081000 ***FEDERAL:*** Y

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
HSP	CST	0.00	1,216,516.00	0.00	0.00	0.00
IMAC	CST	0.00	13,951,196.00	0.00	0.00	0.00

ITEM NUMBER: *4256241* ***PROJECT NAME:*** 27TH AVENUE FROM OSLO ROAD CR-606 ***WORK MIX:*** RESURFACING TO 8TH STREET CR-612

WP ITEM NO:

BEG PT: 2.018 ***END PT:*** 4.036 ***RDWY:*** 88004000 ***FEDERAL:*** N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
GRSC	CST	0.00	0.00	602,795.00	196,318.00	0.00
LF	CST	0.00	42,243.00	326,148.00	0.00	0.00
SCOP	CST	0.00	126,728.00	165,649.00	13,684.00	0.00

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER:	*4256261*	*PROJECT NAME:*	OLD DIXIE HWY		*WORK MIX:*	RESURFACING	
WP ITEM NO:			FROM 12 STREET			TO 16 STREET	
BEG PT:	4.846	*END PT:*	5.433	*RDWY:*	88030000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
LF	CST	0.00	34,494.00	0.00	0.00	0.00	
SCOP	CST	0.00	103,481.00	0.00	0.00	0.00	

ITEM NUMBER:	*4257101*	*PROJECT NAME:*	OLD DIXIE HIGHWAY		*WORK MIX:*	SAFETY PROJECT	
WP ITEM NO:			FROM 8TH STREET			TO 20TH STREET	
BEG PT:	4.322	*END PT:*	6.471	*RDWY:*	88030000	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
SR2S	CST	0.00	934,375.00	0.00	0.00	0.00	
SR2E	CST	0.00	18,700.00	0.00	0.00	0.00	

ITEM NUMBER:	*4257751*	*PROJECT NAME:*	US-1 (SR-5)		*WORK MIX:*	SIDEWALK	
WP ITEM NO:			FROM 37TH PLACE			TO 45TH STREET	
BEG PT:	8.097	*END PT:*	8.893	*RDWY:*	88010000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DIH	CST	0.00	0.00	18,489.00	0.00	0.00	
DS	CST	0.00	0.00	84,426.00	0.00	0.00	
DIH	PE	5,000.00	0.00	0.00	0.00	0.00	

ITEM NUMBER:	*4258641*	*PROJECT NAME:*	SCHUMANN DRIVE		*WORK MIX:*	WIDEN/RESURFACE EXIST LANES	
WP ITEM NO:			@ BARBER STREET				
BEG PT:	8.4	*END PT:*	8.401	*RDWY:*	88530000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
CIGP	CST	1,690,000.00	0.00	0.00	0.00	0.00	
LF	CST	1,690,000.00	0.00	0.00	0.00	0.00	

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER:	*4258831*	*PROJECT NAME:*	66TH AVE FROM SR-60		*WORK MIX:*	ADD LANES & RECONSTRUCT TO 41ST STREET	
WP ITEM NO:							
BEG PT:	0	*END PT:*	1.998	*RDWY:*	88530000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
LF	CST	0.00	1,520,058.00	479,942.00	0.00	0.00	
TRIP	CST	0.00	1,520,058.00	479,942.00	0.00	0.00	

ITEM NUMBER:	*4262011*	*PROJECT NAME:*	I-95 (SR-9) BRDG #880036 & #880037		*WORK MIX:*	BRIDGE - PAINTING @ CR-512	
WP ITEM NO:							
BEG PT:	15.22	*END PT:*	15.259	*RDWY:*	88081000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DIH	CST	126,441.00	0.00	0.00	0.00	0.00	
BRRP	CST	1,336,820.00	0.00	0.00	0.00	0.00	

ITEM NUMBER:	*4263621*	*PROJECT NAME:*	SR-510 WABASSO CSWY OVER THE INDIAN RIVER		*WORK MIX:*	BRIDGE REHABILITATION LAGOON, BRIDGE REPAIR	
WP ITEM NO:							
BEG PT:	6.383	*END PT:*	7.538	*RDWY:*	88050000	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
BRRP	CST	0.00	0.00	0.00	0.00	3,367,648.00	
DIH	CST	0.00	0.00	0.00	0.00	56,127.00	
DIH	PE	0.00	0.00	30,000.00	0.00	0.00	

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER: 4270221 *PROJECT NAME:* SR-510/WABASSO RD FROM US-1 *WORK MIX:* RESURFACING TO ICWW

WP ITEM NO:

BEG PT: 5.88 *END PT:* 6.38 *RDWY:* 88050000 *FEDERAL:* N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
DDR	PE	85,000.00	0.00	0.00	0.00	0.00
DS	CST	0.00	0.00	300,000.00	0.00	0.00
DIH	PE	8,000.00	0.00	0.00	0.00	0.00
DIH	CST	0.00	0.00	5,510.00	0.00	0.00
DDR	CST	0.00	0.00	105,730.00	0.00	0.00
DS	RRU	0.00	20,000.00	0.00	0.00	0.00

ITEM NUMBER: 4270521 *PROJECT NAME:* I-95 (SR-9) F. SLC/IRC COUNTY LINE *WORK MIX:* RESURFACING TO SR-60

WP ITEM NO:

BEG PT: 0 *END PT:* 6.165 *RDWY:* 88081000 *FEDERAL:* Y

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
IMAC	CST	0.00	0.00	7,085,339.00	0.00	0.00
IMAC	PE	865,550.00	0.00	0.00	0.00	0.00

ITEM NUMBER: 4275721 *PROJECT NAME:* CR-512 EASTBOUND FROM ROSELAND ROAD *WORK MIX:* RESURFACING TO EASY STREET

WP ITEM NO:

BEG PT: 27.865 *END PT:* 29.573 *RDWY:* 88040000 *FEDERAL:* N

FUND CODE	PHASE	2010/11	2011/12	2012/13	2013/14	2014/15
.GRSC	CST	0.00	399,313.00	0.00	0.00	0.00
LF	CST	0.00	155,306.00	0.00	0.00	0.00
SCOP	CST	0.00	66,606.00	0.00	0.00	0.00

MPO TIP PROJECTS FOR STATE FISCAL YEARS 2010/2011 THROUGH 2014/2015

ITEM NUMBER:	*4275731*	*PROJECT NAME:*	INDIAN RIVER BLVD FROM 41ST STREET		*WORK MIX:*	RESURFACING TO 53RD STREET	
WP ITEM NO:							
BEG PT:	1.713	*END PT:*	3.481	*RDWY:*	88000423	*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
LF	CST	0.00	156,688.00	0.00	0.00	0.00	
SCOP	CST	0.00	470,063.00	0.00	0.00	0.00	

ITEM NUMBER:	*4276151*	*PROJECT NAME:*	THOMPSON MAGNET ELEMENTARY SCHOOL		*WORK MIX:*	SAFETY PROJECT	
WP ITEM NO:							
BEG PT:	0	*END PT:*	0.448	*RDWY:*	88900001	*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
SR2S	CST	0.00	0.00	0.00	246,967.00	0.00	
SR2E	CST	0.00	0.00	0.00	5,000.00	0.00	

ITEM NUMBER:	*4276661*	*PROJECT NAME:*	TRANS_FLORIDA CRRCG. FROM CR-512		*WORK MIX:*	BIKE PATH/TRAIL TO 104TH AVE.	
WP ITEM NO:							
BEG PT:	0	*END PT:*	0	*RDWY:*		*FEDERAL:*	Y
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
SE	CST	0.00	0.00	717,060.00	0.00	0.00	

ITEM NUMBER:	*4278041*	*PROJECT NAME:*	INDIAN RIVER CTY JPA SIGNAL MAINTENANCE & OPS		*WORK MIX:*	TRAFFIC SIGNALS ON SHS	
WP ITEM NO:							
BEG PT:	0	*END PT:*	0	*RDWY:*		*FEDERAL:*	N
FUND CODE	*PHASE*	*2010/11*	*2011/12*	*2012/13*	*2013/14*	*2014/15*	
DDR	OPS	112,000.00	115,000.00	119,000.00	122,570.00	122,570.00	

Financial Summary of MPO TIP Projects for State Fiscal Years 2010/2011 through 2013/2014

INDIAN RIVER

HIGHWAYS

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	ACSA	Y	385,000	-	2,662,034	-	-	3,047,034
	BRRP	N	1,336,820	-	1,222,100	-	3,367,648	5,926,568
	CIGP	N	1,690,000	-	-	-	-	1,690,000
	DDR	N	6,273,905	12,427,948	6,221,711	4,810,324	380,570	30,114,458
	DIH	N	232,075	361,145	195,962	-	758,417	1,547,599
	D5	N	-	20,000	384,426	50,000	100,000	554,426
	EB	Y	4,905	-	-	-	-	4,905
	GMR	N	-	-	-	1,000,000	91,147,876	92,147,876
	GR5C	N	-	399,313	602,795	196,318	-	1,198,426
	H5P	Y	94,984	1,783,778	-	-	-	1,878,762
	IMAC	Y	865,550	13,951,196	7,085,339	-	-	21,902,085
	LF	N	1,690,000	1,908,789	806,090	-	-	4,404,879
	NHAC	Y	-	-	-	6,815,523	945,000	7,760,523
	5COP	N	-	766,878	165,649	13,684	-	946,211
	5E	Y	507,240	-	717,060	-	-	1,224,300
	5L	Y	2,272,602	125,000	7,649,111	-	-	10,046,713
	5R2E	Y	-	18,700	-	5,000	-	23,700
	5R25	Y	-	934,375	-	246,967	-	1,181,342
	TRIP	N	-	1,520,058	479,942	-	-	2,000,000
Total			15,353,081	34,217,180	28,192,219	13,137,816	96,699,511	187,599,807

PTO: AVIATION

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	DPTO	N	1,625,000	2,197,500	1,555,000	3,042,500	2,580,000	11,000,000
	FAA	Y	950,000	5,290,000	3,230,000	1,615,000	-	11,085,000
	LF	N	425,000	637,500	452,500	792,500	1,020,000	3,327,500
Total			3,000,000	8,125,000	5,237,500	5,450,000	3,600,000	25,412,500

PTO: MULTIMODAL FACILITY

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	DS	N	2,400,772	-	-	-	-	2,400,772
	LF	N	2,400,772	-	-	-	-	2,400,772
Total			4,801,544	-	-	-	-	4,801,544

PTO: TRANSIT

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	DPTO	N	572,084	442,592	303,081	303,081	303,081	1,923,919
	DS	N	7,319	7,319	-	-	-	14,638
	DU	Y	115,731	138,692	142,699	146,906	151,324	695,352
	FTA	Y	650,000	650,000	650,000	650,000	650,000	3,250,000
	LF	N	357,116	372,850	387,227	391,434	395,852	1,904,479
Total			1,702,250	1,611,453	1,483,007	1,491,421	1,500,257	7,788,388

TRANSPORTATION DISADVANTAGED

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	LF	N	27,936	28,243	-	-	-	56,179
	TDDR	N	26,295	25,132	25,132	25,132	25,132	126,823
	TDTF	N	246,168	250,258	250,258	250,258	-	996,942
Total			300,399	303,633	275,390	275,390	25,132	1,179,944

Total for All Modes			**25,157,274**	**44,257,266**	**35,188,116**	**20,354,627**	**101,824,900**	**226,782,183**

DISTRICT-WIDE PROJECTS

ST/DIST-WIDE: BRIDGE MAINTENANCE

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	BRAC	N	855,000	-	855,000	-	855,000	2,565,000
	BRTZ	N	855,000	-	855,000	-	855,000	2,565,000
Total			1,710,000	-	1,710,000	-	1,710,000	5,130,000

ST/DIST-WIDE: HIGHWAYS

	Fund Code	Federal Funding	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	5 Yr Total
	ACSA	Y	-	-	150,000	-	-	150,000
	DIH	Y	-	-	77,781	-	-	77,781
	D5	Y	-	-	3,485,864	-	-	3,485,864
Total			-	-	3,713,645	-	-	3,713,645

Total for All Modes	**1,710,000**	**-**	**5,423,645**	**-**	**1,710,000**	**8,843,645**

Grand Total	**26,867,274**	**44,257,266**	**40,611,761**	**20,354,627**	**103,534,900**	**235,625,828**
Total Federal Funds	**18,356,012**	**32,251,741**	**31,496,243**	**9,479,396**	**1,746,324**	**93,329,716**

GLOSSARY OF TERMS

ADM	Administration
BRDG	Bridge
CAP	Capital Purchase
CEI	Construction, Engineering, & Inspection
CLV	Culvert
CST	Construction
CTC	Community Transportation Coordinator
CIP	Capital Improvements Program
DCA	Department of Community Affairs
E/D	Engineering & Design
ENV	Environmental
FAA	Federal Aviation Administration
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
GR	Grant
INC	Construction Incentive
IRC	Indian River County
LAR	Local Agency Reimbursement
LCB	Local Coordinating Board
MIT	Mitigation
MPO	Metropolitan Planning Organization
MSC	Grant to Local Government
OPS	Operations
PD&E	Project Development and Environmental
PE	Preliminary Engineering
PLN	Planning
PST DES	Post Design
PTO	Public Transportation Office
RELOC	Right of Way Relocation
ROW	Right of Way
ROW LND	Right of Way Land
RR CST	Railroad Construction
RRX	Railroad Crossing
RRU	Railroad/Utilities Construction
SAFETEA-LU	Safe Efficient Transportation Equity Act – a Legacy for Users
SRA	Senior Resource Association, Inc.
TD	Transportation Disadvantaged
TDC	Transportation Disadvantaged Commission
TIP	Transportation Improvement Program
UTL	Utility Coordination

ENVIRONMENTAL CODES

A	Air Quality
B	Barrier Island
C	Critical Habitats
E	Evaluated
F	Floodplains and Flood Prone Areas
G	Groundwaters
H	Hazardous Waste Sites
L	Lands and Water Having Special State or Federal Designations
N	Stormwater Runoff
O	Historical or Archaeological Sites
R	Recreation Areas
S	Surface Waters
T	Threatened or Endangered Species
W	Wetlands

FUND CODES

ACSA	Advance Construction funds
BA	Donor Bonus - any area (federal)
BL	Donor Bonus - areas less than 200K population (federal)
BRAC	Federal Bridge Replacement – on federal system advance construction
BZAC	Federal Bridge Replacement – off federal system advance construction
BRP	State Bridge Replacement
BRRP	State Bridge Replacement and Repair
BRT	Federal Bridge Replacement - on federal system
BRTZ	Federal Bridge Replacement - off federal system
BU	Donor Bonus - Urban areas 200K pop. and greater (federal)
CM	Congestion Mitigation /Air Quality
D	Unrestricted state primary funds
DDR	District Dedicated Revenue (state)
DFTA	Federal pass-through funds from FTA
DI	Statewide Inter/Intrastate Highway
DIH	State in-house product support
DIM	State-intermodal development
DIRS	Advanced Acquisition - Intrastate Corridor
DITS	State 100% ITS
DL	State Primary Loaned to Locals
DPTO	State Public Transportation Office
DS	State Primary Highways and Public Transit
DSF	State Primary Matching Funds
DSL	Local Government Cooperative Assistance program
DU	State Primary funds/federal reimbursement
EB	Equity Bonus
FAA	Federal Aviation Administration
FCO	State-fixed capital outlay
FHPP	Federal High Priority Projects
FRA	Federal Railroad Administration
FTA	Federal Transit Administration
FTAT	FHWA Transfer to FTA
GMR	Growth Management for SIS
GRSC	Growth Management for SCOP
HP	Highway Planning Research (federal)
HPP	High Priority Projects
HSP	Highway Safety Improvement Program
I	Interstate (federal)
IM	Interstate Maintenance
IMAC	Interstate Maintenance Advance Construction
IVH	Intelligent Vehicle Highway System
LF	Local funds
LLF	Local funds for Matching F/A
LFR	Local funds - reimbursable from FDOT
LFRF	Local Fund Reimbursable - Future

MA	Minimum allocation - any area (federal)
MABP	Minimum allocation - bridges (non-BRT)
MABR	Minimum allocation - bridges (BRT)
MG	Minimum Guarantee
ML	Minimum allocation - areas less than 200K pop. (federal)
MU	Minimum allocation - urban areas 200K pop. and greater (federal)
NH	National Highways Advance Construction
NHAC	National Highway Traffic Safety (federal)
NHIR	FIHS from NH federal funds
PKBD	Turnpike Master Bond Fund
PKY1	Turnpike Improvement
PKYR	Turnpike Maintenance Reserve
PL	Metropolitan Planning funds
RHP	Rail Highway Crossing Protective Devices
SA	Surface Transp. Program - any area (federal)
SABR	Surface Transportation – bridges
SCOP	Small County Outreach Program
SE	Surface Transp. Program - enhancement (federal)
SH	Surface Transp. Program - hazard elimination (federal)
SIBI	State Infrastructure Bank
SL	Surface Transp. Program - areas less than 200K pop.
SN	Surface Transp. Program - mandatory non-urban (federal)
SP	Surface Transp. Program - RR protective devices (federal)
SR	Surface Transp. Program - RR hazard elimination (federal)
SR2E	Safe Routes to School – Either
SR2S	Safe Routes to School - Infrastructure
SS	Surface Transp. Program - Safety (federal)
SU	Surface Transp. Program - urban areas 200K and greater (federal)
TDDR	Transportation Disadvantaged – Discretionary
TDTF	Transportation Disadvantaged Trust Fund
TRIP	Transportation Regional Incentive Program
XA	Surface Transp. Program - consolidates BA, MA, and SA funds
XL	Surface Transp. Program - consolidates BL, ML, and SL funds
XU	Surface Transp. Program - consolidates BU, MU, and SU funds
XBR	Rollup (BRT + MABR)
XCM	Rollup (CM + MACM)
XIM	Rollup (IM + MAIM)
XNH	Rollup (NH + MANH)

PC North - North Relief Canal Treatment System (Canal Screening System and Algal Turf Scrubber System)	$ -	$ -	$ 200,000	$ 400,000	$ 400,000	$ 1,000,000	Optional Sales Tax Funds
PC North - North Relief Canal Treatment System (Canal Screening System and Algal Turf Scrubber System)	$ -	$ -	$ -	$ -	$ 2,000,000	$ 2,000,000	Grant
PC South - South Relief Canal Treatment System (Canal Screening System and Algal Turf Scrubber System)	$ -	$ 400,000	$ 400,000	$ -	$ -	$ 800,000	Optional Sales Tax Funds
PC South - South Relief Canal Treatment System (Canal Screening System and Algal Turf Scrubber System)	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000	IRC Utility Dept
PC South - South Relief Canal Treatment System (Canal Screening System and Algal Turf Scrubber System)	$ -	$ -	$ -	$ 1,000,000	$ 1,000,000	$ 2,000,000	Grant
Rockridge Surge Protection Project	$ -	$ -	$ -	$ 1,000,000	$ -	$ 1,000,000	Grant
Rockridge Surge Protection Project	$ -	$ -	$ -	$ 500,000	$ -	$ 500,000	Optional Sales Tax Funds
Vero Lake Estates Phase II and III	$ -	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 400,000	MSTU Assessments
Vero Lake Estates Phase II and III	$ -	$ -	$ -	$ -	$ 1,500,000	$ 1,500,000	Grant
Total Expenditures	$ 969,000	$ 500,000	$ 950,000	$ 3,000,000	$ 5,000,000	$ 10,419,000	

Comparison of Expenditures & Revenue	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Total
Total Revenue	$ 969,000	$ 500,000	$ 950,000	$ 3,000,000	$ 5,000,000	$ 10,419,000
Total Expenditures	$ 969,000	$ 500,000	$ 950,000	$ 3,000,000	$ 5,000,000	$ 10,419,000
Annual Balance	$0	$0	$0	$0	$0	$0

[redacted]

Revenue	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Total
Gas Tax	$ 10,297,507	$ 2,232,000	$ 2,255,000	$ 6,237,971	$ 6,237,971	$ 27,260,449
Bond Proceeds-Gas Tax	$ -	$ -	$ -	$ -	$ 44,805,166	$ 44,805,166
Payback from FDOT-Gas Tax	$ 7,865,009	$ -	$ -	$ -	$ -	$ 7,865,009

Interest	$ 280,000	$ 280,000	$ 280,000	$ 280,000	$ 280,000	$ 1,400,000
Grant	$ 8,095,502	$ 2,000,000	$ 1,500,000	$ 1,200,000	$ 2,339,000	$ 15,134,502
Traffic Impact Fees District I	$ 741,497	$ 400,000	$ 500,000	$ 600,000	$ 750,000	$ 2,991,497
Traffic Impact Fees District II	$ 17,764,311	$ 900,000	$ 1,200,000	$ 1,400,000	$ 1,600,000	$ 22,864,311
Traffic Impact Fees District III	$ 8,582,456	$ 350,000	$ 556,196	$ 600,000	$ 705,880	$ 10,794,532
Developer Contributions	$ 106,952	$ -	$ -	$ -	$ -	$ 106,952
Optional Sales Tax	$ 18,618,648	$ 3,360,000	$ 3,444,000	$ 3,530,240	$ 3,618,440	$ 32,571,328
Payback from FDOT- Optional Sales Tax	$ 4,051,671	$ 2,000,000	$ 4,000,000	$ 4,771,900	$ -	$ 14,823,571
Old Traffic Impact Fees	$ 1,140,009	$ -	$ -	$ -	$ -	$ 1,140,009
Developer Funded Construction	$ 600,000	$ 2,000,000	$ 2,000,000	$ -	$ -	$ 4,600,000
Total Revenue	$ 78,143,562	$ 13,522,000	$ 15,735,196	$ 18,620,111	$ 60,336,457	$ 186,357,326

Expenses	FY 2010/09	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Total
Gas Tax	$ 8,089,641	$ 11,850,525	$ 13,812,706	$ 18,381,957	$ 27,996,194	$ 80,131,023
Grant	$ 8,095,502	$ 2,000,000	$ 1,500,000	$ 1,200,000	$ 2,339,000	$ 15,134,502
Traffic Impact Fees- District I	$ 783,954	$ 139,500	$ 1,100,000	$ 1,318,043	$ -	$ 3,341,497
Traffic Impact Fees- District II	$ 9,339,300	$ 5,858,637	$ 2,100,000	$ 4,450,000	$ 1,341,374	$ 23,089,311
Traffic Impact Fees- District III	$ 6,241,756	$ 2,935,700	$ 100,000	$ 250,000	$ 1,280,000	$ 10,807,456
Old Impact Fees II	$ 1,140,009	$ -	$ -	$ -	$ -	$ 1,140,009
Developer Contributions	$ 106,952	$ -	$ -	$ -	$ -	$ 106,952
Optional Sales Tax	$ 10,875,262	$ 4,594,020	$ 12,137,294	$ 4,200,000	$ 16,200,000	$ 48,006,576
Developer Funded Construction	$ 600,000	$ 2,000,000	$ 2,000,000	$ -	$ -	$ 4,600,000
Total Expenses	$ 45,272,376	$ 29,378,382	$ 32,750,000	$ 29,800,000	$ 49,156,568	$ 186,357,326

Projects	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Grand Total	Revenue Source
12th Street/27th Avenue	$ -		$ 250,000	$ 300,000		$ 550,000	Impact Fees II
Design & Engineering			$ 50,000			$ 50,000	
Right-of-Way						$ -	
Construction			$ 200,000	$ 300,000		$ 500,000	

16th Street, 66th Avenue to 74th Avenue, two lanes (1 mile)	$ 110,012	$ -	$ -			$ 110,012	Gas Tax
16th Street, 66th Avenue to 74th Avenue, two lanes (1 mile)	$ 289,472	$ -	$ -			$ 289,472	Optional Sales Tax
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 399,484					$ 399,484	
17th Street/A1A Intersection	$ 1,140,009	$ -	$ -			$ 1,140,009	Old Impact Fees II
17th Street/A1A Intersection	$ 101,500					$ 101,500	Gas Tax
Design & Engineering						$ -	
Right-of-Way	$ 300,000					$ 300,000	
Construction	$ 941,509					$ 941,509	
20th Avenue SW, 17th Street SW to 25th Street SW, two lanes (1 mile)	$ 383,635	$ -	$ -			$ 383,635	Gas Tax
20th Avenue SW, 17th Street SW to 25th Street SW, two lanes (1 mile)						$ -	Impact Fees III
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 383,635					$ 383,635	
26th Street, 43rd Avenue to 66th Avenue, four/five lanes (2 mile)	$ 375,687	$ 100,000	$ -			$ 475,687	Impact Fees II
Design & Engineering	$ 375,687	$ 100,000				$ 475,687	
Right-of-Way						$ -	
Construction						$ -	
26th Street, 43rd Avenue to US #1, four/five lanes (2 miles)	$ -	$ 2,000,000	$ -			$ 2,000,000	Impact Fees II
26th Street, 43rd Avenue to US #1, four/five lanes (2 miles)	$ 5,190,000	$ -	$ -			$ 5,190,000	Grant
26th Street, 43rd Avenue to US #1, four/five lanes (2 miles)	$ -	$ 4,000,000	$ -			$ 4,000,000	Gas Tax

Design & Engineering	$ 100,000					$ 100,000	
Right-of-Way	$ 50,000					$ 50,000	
Construction	$ 5,040,000	$ 6,000,000				$ 11,040,000	
26th Street, 74th Avenue to 82nd Avenue, two lanes	$ 600,000					$ 600,000	Developer Funded Construction
26th Street, 74th Avenue to 82nd Avenue, two lanes	$ 849,919	$ -	$ -			$ 849,919	Gas Tax
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 1,449,919					$ 1,449,919	
27th Avenue-13th St SW-25th St SW					$ 10,000	$ 10,000	Impact Fees III
Design & Engineering					$ 10,000	$ 10,000	
Right-of-Way						$ -	
Construction						$ -	
27th Avenue-5th St SW-13th St SW					$ 10,000	$ 10,000	Impact Fees III
Design & Engineering					$ 10,000	$ 10,000	
Right-of-Way						$ -	
Construction						$ -	
27th Avenue-5th St SW-12th					$ 10,000	$ 10,000	Impact Fees III
Design & Engineering					$ 10,000	$ 10,000	
Right-of-Way						$ -	
Construction						$ -	
43rd Ave. 3-lane and Bridge Replacements 5th Street and 43rd Avenue over S. Relief Canal	$ 1,085,272	$ -	$ -			$ 1,085,272	Optional Sales Tax
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 1,085,272					$ 1,085,272	

43rd Avenue, 49th Street to 53rd Street, three lanes (.5 miles)		$ 1,000,000	$ -			$ 1,000,000	Developer Funded Construction
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction		$ 1,000,000				$ 1,000,000	
43rd Avenue, 12th Street to 18th Street, four lanes (1 mile)	$ 20,000	$ 258,637	$ 500,000	$ 2,000,000	$ 1,341,374	$ 4,120,011	Impact Fees II
43rd Avenue, 12th Street to 18th Street, four lanes (1 mile)		$ 319,745		$ 1,500,000	$ 2,500,000	$ 4,319,745	Gas Tax
Design & Engineering	$ 20,000	$ 50,000	$ 50,000	$ 100,000	$ 100,000	$ 320,000	
Right-of-Way		$ 528,382	$ 450,000	$ 400,000		$ 1,378,382	
Construction				$ 3,000,000	$ 3,741,374	$ 6,741,374	
43rd Avenue, 12th Street to Oslo Road, four lanes (2.5 miles)	$ -	$ -	$ -			$ -	Optional Sales Tax
43rd Avenue, 12th Street to Oslo Road, four lanes (2.5 miles)	$ 20,000	$ 100,000	$ 100,000	$ 250,000	$ 1,250,000	$ 1,720,000	Impact Fees III
Design & Engineering	$ 20,000					$ 20,000	
Right-of-Way		$ 100,000	$ 100,000	$ 250,000	$ 250,000	$ 700,000	
Construction					$ 1,000,000	$ 1,000,000	
43rd Avenue/SR 60 - 18th Street to 26th Street - 4 lanes	$ 3,967,100	$ 1,500,000				$ 5,467,100	Impact Fees II
43rd Avenue/SR 60 - 18th Street to 26th Street - 4 lanes		$ -	$ 5,994,663			$ 5,994,663	Gas Tax
43rd Avenue/SR 60 - 18th Street to 26th Street - 4 lanes	$ 1,500,000	$ 2,100,000	$ 3,105,337			$ 6,705,337	Optional Sales Tax
Design & Engineering	$ 467,100	$ 100,000	$ 100,000			$ 667,100	
Right-of-Way	$ 1,500,000	$ 1,500,000	$ 2,000,000			$ 5,000,000	
Construction	$ 3,500,000	$ 2,000,000	$ 7,000,000			$ 12,500,000	
45th Street Beautification	$ 200,000	$ -	$ -			$ 200,000	Gas Tax
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 200,000					$ 200,000	

47th Street-East of US 1	$ 106,952					$ 106,952	Developer Contributions
Construction	$ 106,952					$ 106,952	
53rd Street – 58th Avenue to IR Blvd, add four lanes	$ 2,476,513	$ -	$ -			$ 2,476,513	Impact Fees II
53rd Street – 58th Avenue to IR Blvd, add four lanes	$ 3,200,000	$ -	$ -			$ 3,200,000	Optional Sales Tax
Design & Engineering	$ 500,000					$ 500,000	
Right-of-Way						$ -	
Construction	$ 5,176,513					$ 5,176,513	
58th Avenue / SR 60 Intersection	$ 300,000	$ 1,100,000	$ 1,350,000	$ 2,150,000	$ -	$ 4,900,000	Impact Fees II
58th Avenue / SR 60 Intersection		$ -	$ -	$ 2,100,000	$ 7,796,194	$ 9,896,194	Gas Tax
58th Avenue / SR 60 Intersection		$ -	$ -	$ -	$ 5,000,000	$ 5,000,000	Optional Sales Tax
58th Avenue / SR 60 Intersection	$ 300,000		$ -	$ 1,200,000	$ 2,339,000	$ 3,839,000	Grant
Design & Engineering		$ 100,000	$ 100,000	$ 100,000		$ 300,000	
Right-of-Way		$ 1,000,000	$ 1,250,000	$ 2,350,000		$ 4,600,000	
Construction	$ 600,000			$ 3,000,000	$ 15,135,194	$ 18,735,194	
58th Avenue 49th-65th St - 4 lanes-58th Ave26th to 53rd		$ 1,000,000	$ 2,000,000			$ 3,000,000	Developer Funded Construction
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction		$ 1,000,000	$ 2,000,000			$ 3,000,000	
66th Ave 4th-12th St	$ 2,201,606	$ -	$ -			$ 2,201,606	Impact Fees III
66th Ave 4th-12th St		$ -	$ -			$ -	Optional Sales Tax
Design & Engineering	$ 100,000					$ 100,000	
Right-of-Way	$ 150,000					$ 150,000	
Construction	$ 1,951,606					$ 1,951,606	
66th Ave, 12th to SR60	$ 600,000	$ 900,000	$ -			$ 1,500,000	Impact Fees II
66th Ave, 12th to SR60	$ -	$ 1,000,000	$ -			$ 1,000,000	Gas Tax
66th Ave, 12th to SR60						$ -	Grant
67th Ave, 12th to SR60	$ 2,000,000					$ 2,000,000	Optional Sales Tax

Design & Engineering	$ 100,000	$ 100,000				$ 200,000	
Right-of-Way	$ 600,000					$ 600,000	
Construction	$ 1,900,000	$ 1,800,000				$ 3,700,000	
66th Avenue - 77th Street to Barber St., four lanes (2.25 miles) & Side Streets	$ 100,000	$ -	$ 1,100,000			$ 1,200,000	Impact Fees I
66th Avenue - 77th Street to Barber St., four lanes (2.25 miles) & Side Streets	$ 2,400,000	$ 100,000	$ 618,043	–		$ 3,118,043	Gas Tax
66th Avenue - 77th Street to Barber St., four lanes (2.25 miles) & Side Streets			$ 1,500,000			$ 1,500,000	Grant
66th Avenue - 77th Street to Barber St., four lanes (2.25 miles) & Side Streets			$ 7,831,957			$ 7,831,957	Optional Sales Tax
Design & Engineering	$ 100,000	$ 100,000	$ 200,000			$ 400,000	
Right-of-Way	$ 500,000					$ 500,000	
Construction	$ 1,900,000		$ 10,850,000			$ 12,750,000	
66th Avenue, 41st Street to 77th Street, four lanes (4.0-miles), Includes side streets & side street bridges	$ 1,000,000					$ 1,000,000	Impact Fees II
Design & Engineering						$ -	
Right-of-Way	$ 1,000,000					$ 1,000,000	
Construction						$ -	
66th Avenue,SR 60 to 41st Street, four lanes (4.0-miles), Includes side streets & side street bridges		$ -	$ -	$ -		$ -	Optional Sales Tax
66th Avenue,SR 60 to 41st Street, four lanes (4.0-miles), Includes side streets & side street bridges	$ -	$ 2,000,000	$ -	$ -		$ 2,000,000	Grant
66th Avenue,SR 60 to 41st Street, four lanes (4.0-miles), Includes side streets & side street bridges	$ 600,000	$ -	$ -	$ -		$ 600,000	Impact Fees II
66th Avenue,SR 60 to 41st Street, four lanes (4.0-miles), Includes side streets & side street bridges		$ 3,000,000	$ 5,000,000	$ -		$ 8,000,000	Gas Tax
Design & Engineering	$ 100,000	$ 100,000	$ 100,000			$ 300,000	
Right-of-Way	$ 500,000					$ 500,000	
Construction		$ 4,900,000	$ 4,900,000			$ 9,800,000	

82nd Avenue Over Lateral "D" Canal and 4th Street/82nd Ave. Intersection Widening	$ 1,509,843					$ 1,509,843	Optional Sales Tax
82nd Avenue Over Lateral "D" Canal and 4th Street/82nd Ave. Intersection Widening	$ 380,000					$ 380,000	Gas Tax
Design & Engineering	$ 80,000					$ 80,000	
Right-of-Way	$ 300,000					$ 300,000	
Construction	$ 1,509,843					$ 1,509,843	
CR 510 - 61st Drive to Indian River, four lanes	$ 617,358	$ 130,780	$ 400,000	$ 2,300,000	$ 5,500,000	$ 8,948,138	Gas Tax
CR 510 - 61st Drive to Indian River, four lanes (1.6 miles)	$ 189,325	$ 139,500	$ -	$ -		$ 328,825	Impact Fees I
		$ 129,720			$ 5,000,000	$ 5,129,720	Optional Sales Tax
Design & Engineering	$ 100,000					$ 100,000	
Right-of-Way	$ 706,683	$ 400,000	$ 400,000	$ 2,300,000	$ 500,000	$ 4,306,683	
Construction					$ 10,000,000	$ 10,000,000	
CR 510, 75th Court to 61st Drive, four lanes (1.5 miles)	$ 531,727	$ 700,000	$ 600,000	$ 4,700,000	$ 3,500,000	$ 10,031,727	Gas Tax
	$ 494,629					$ 494,629	Impact Fees I
Design & Engineering		$ 100,000				$ 100,000	
Right-of-Way	$ 1,026,356	$ 600,000	$ 600,000	$ 1,200,000		$ 3,426,356	
Construction				$ 3,500,000	$ 3,500,000	$ 7,000,000	
CR 510, CR 512 to 75th Court, four lanes (4.5 miles)		$ -		$ 1,318,043		$ 1,318,043	Impact Fees I
CR 510, CR 512 to 75th Court, four lanes (4.5 miles)	$ 731,597	$ 400,000	$ 500,000	$ 7,081,957	$ 8,000,000	$ 16,713,554	Gas Tax
				$ 3,000,000	$ 5,000,000	$ 8,000,000	Optional Sales Tax
Design & Engineering	$ 365,799		$ 100,000	$ 100,000		$ 565,799	
Right-of-Way	$ 365,799	$ 400,000	$ 400,000	$ 1,800,000		$ 2,965,799	
Construction				$ 9,500,000	$ 13,000,000	$ 22,500,000	
Indian River Drive Sidewalk- North	$ 300,000	$ -	$ -			$ 300,000	Grant
Indian River Drive Sidwealk- North	$ 219,959					$ 219,959	Gas Tax
Design & Engineering						$ -	

Right-of-Way						$ -	
Construction	$ 519,959					$ 519,959	
12th Street Sidewalk-43rd to 27th Ave	$ 172,351					$ 172,351	Grant
						$ -	Optional Sales Tax
Design & Engineering						$ -	
Right-of-Way						$ -	
Construction	$ 172,351					$ 172,351	
Misc. Intersection Improvements	$ 300,000	$ 600,000	$ 600,000	$ 600,000	$ 600,000	$ 2,700,000	Optional Sales Tax
Design & Engineering		$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 400,000	
Right-of-Way						$ -	
Construction	$ 300,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 2,300,000	
Misc. Right of Way Acquisition	$ 243,934	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 2,243,934	Gas Tax
Misc. Right of Way Acquisition	$ 483,450	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 2,483,450	Optional Sales Tax
Right-of-Way	$ 727,384	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 4,727,384	
Old Dixie Hwy/SRC - included in 3 lane	$ 2,050,000	$ -	$ -			$ 2,050,000	Impact Fees III
Old Dixie Hwy/SRC - included in 3 lane	$ -	$ -	$ -			$ -	Optional Sales Tax
Design & Engineering	$ 100,000					$ 100,000	
Right-of-Way						$ -	
Construction	$ 1,950,000					$ 1,950,000	
Oslo Road, 27th Avenue to 43rd Avenue, four lanes (1 mile)	$ 1,470,150	$ -	$ -			$ 1,470,150	Impact Fees III
Oslo Road, 27th Avenue to 43rd Avenue, four lanes (1 mile)	$ 1,100,000	$ 1,500,000	$ -			$ 2,600,000	Gas Tax
Design & Engineering	$ 100,000	$ 100,000				$ 200,000	
Right-of-Way						$ -	
Construction	$ 2,470,150	$ 1,400,000				$ 3,870,150	
Oslo Road, 43rd Avenue to 58th Avenue, four lanes (1 mile)	$ 500,000	$ 2,835,700	$ -			$ 3,335,700	Impact Fees III
Oslo Road, 43rd Avenue to 58th Avenue, four lanes (1 mile)		$ 1,164,300	$ -			$ 1,164,300	Optional Sales Tax

Right-of-Way	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -	$ -	$ -
Traffic Controllers & Fiber Optic	$ 320,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 1,520,000
Total Transportation	$ 320,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	$ 1,520,000
Design & Engineering	$ -	$ -	$ -	$ -	$ -	
Right-of-Way	$ -	$ -	$ -	$ -	$ -	0
Traffic Controllers & Fiber Optic	$ 320,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	
Total Transportation	$ 320,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000	

Comparison of Expenditures to Revenue	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Total
Total Revenue	$ 78,143,562	$ 13,522,000	$ 15,735,196	$ 18,620,111	$ 60,336,457	$ 186,357,326
Total Expenditures	$ 45,272,376	$ 29,378,382	$ 32,750,000	$ 29,800,000	$ 49,156,568	$ 186,357,326
Annual Balance	$32,871,186	-$15,856,382	-$17,014,804	-$11,179,889	$11,179,889	$0

Revenue and Expenditure Summary

Revenue Source	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15	Total
Env. Land Bonds	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
Grant	$ 10,289,502	$ 2,000,000	$ 1,580,000	$ 3,300,000	$ 6,839,000	$ 24,008,502
Emergency Services Dist.	$ 1,226,177	$ 2,361,705	$ 450,000	$ 800,000	$ -	$ 4,837,882
Optional Sales Tax	$ 23,450,661	$ 4,520,000	$ 9,354,000	$ 4,490,240	$ 4,078,440	$ 45,893,341
Impact Fees (Emergency Services, General Services, Law Enforcement, Parks & Rec.)	$ 2,010,755	$ 3,325,000	$ 2,005,000	$ 5,025,000	$ 2,500,000	$ 14,865,755
Court Facility Surcharge	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000
FBIP	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
Water and Sewer User Fees	$ -	$ -	$ 285,000	$ -	$ 285,000	$ 570,000
Water and Sewer Impact Fees	$ 1,200,000	$ 1,600,000	$ 2,000,000	$ 2,600,000	$ 3,500,000	$ 10,900,000

EXHIBIT 9-C
SCHOOL DISTRICT OF
INDIAN RIVER COUNTY
FIVE-YEAR WORK PLAN
AND
SUMMARY OF CAPITAL IMPROVEMENT PROGRAM

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
HVAC	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Flooring	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Roofing	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Safety to Life	$82,492	$47,202	$115,078	$126,641	$140,361	$511,774
Locations: ADMINISTRATIVE ANNNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL, OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, THOMPSON ELEMENTARY, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL						
Fencing	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Parking	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Electrical	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Fire Alarm	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Telephone/Intercom System	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Closed Circuit Television	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Paint	$0	$0	$0	$0	$0	$0
Locations: No Locations for this expenditure.						
Maintenance/Repair	$1,417,508	$852,798	$1,284,922	$1,373,359	$1,459,639	$6,388,226

Locations:	ADMINISTRATIVE ANNNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL, OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, THOMPSON ELEMENTARY, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Sub Total:	**$1,500,000**	**$900,000**	**$1,400,000**	**$1,500,000**	**$1,600,000**	**$6,900,000**

PECO Maintenance Expenditures	$824,916	$472,019	$1,150,775	$1,266,406	$1,403,614	$5,117,730
1.50 Mill Sub Total:	$2,232,487	$1,898,930	$3,272,816	$4,269,563	$4,848,711	$16,522,507

Other Items	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
Other Projects Districtwide	$1,557,403	$1,470,949	$3,023,591	$4,035,969	$4,652,325	$14,740,237
Locations	ADMINISTRATIVE ANNNEX/PRINT SHOP, ADMINISTRATIVE BUILDING, ADULT EDUCATION, ALTERNATIVE EDUCATION CENTER, BEACHLAND ELEMENTARY, CENTRAL WAREHOUSE, CITRUS ELEMENTARY, DODGERTOWN ELEMENTARY, FELLSMERE ELEMENTARY, GIFFORD MIDDLE, GLENDALE ELEMENTARY, HIGHLANDS ELEMENTARY, LIBERTY MAGNET, MAINTENANCE SHOPS, OSCEOLA MAGNET SCHOOL, OSLO MIDDLE, PELICAN ISLAND ELEMENTARY, ROSEWOOD ELEMENTARY, SEBASTIAN ELEMENTARY, SEBASTIAN RIVER MIDDLE, SEBASTIAN RIVER SENIOR HIGH, STORM GROVE MIDDLE SCHOOL, THOMPSON ELEMENTARY, TRANSPORTATION DEPARTMENT, TREASURE COAST ELEMENTARY, VERO BEACH ELEMENTARY, VERO BEACH SENIOR HIGH, WABASSO SCHOOL					
Total:	**$3,057,403**	**$2,370,949**	**$4,423,591**	**$5,535,969**	**$6,252,325**	**$21,640,237**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$2,232,487	$1,898,930	$3,272,816	$4,269,563	$4,848,711	$16,522,507
Maintenance/Repair Salaries	$3,474,170	$3,474,170	$3,474,170	$3,474,170	$3,474,170	$17,370,850
School Bus Purchases	$325,000	$1,500,000	$650,000	$1,500,000	$1,500,000	$5,475,000
Other Vehicle Purchases	$0	$0	$0	$0	$0	$0
Capital Outlay Equipment	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
Rent/Lease Payments	$408,777	$408,777	$408,777	$306,583	$0	$1,532,914
COP Debt Service	$10,695,413	$11,884,602	$11,883,902	$11,882,613	$11,880,401	$58,226,931
Rent/Lease Relocatables	$775,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$4,775,000
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$1,125,000	$1,100,000	$1,075,000	$1,050,000	$1,025,000	$5,375,000
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0

Educational District Technology	$1,350,000	$500,000	$500,000	$500,000	$500,000	$3,350,000
Local Expenditure Totals:	**$20,685,847**	**$22,066,479**	**$22,564,665**	**$24,282,929**	**$24,528,282**	**$114,128,202**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2010 - 2011 Actual Value	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
(1) Non-exempt property assessed valuation		$14,998,024,735	$15,179,500,834	$15,496,752,402	$15,944,608,546	$16,405,407,733	$78,024,294,250
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$25,196,682	$25,501,561	$26,034,544	$26,786,942	$27,561,085	$131,080,814
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$21,597,156	$21,858,481	$22,315,323	$22,960,236	$23,623,787	$112,354,983
(5) Difference of lines (3) and (4)		$3,599,526	$3,643,080	$3,719,221	$3,826,706	$3,937,298	$18,725,831

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
PECO New Construction	340	$0	$0	$39,060	$1,109,187	$690,989	$1,839,236
PECO Maintenance Expenditures		$824,916	$472,019	$1,150,775	$1,266,406	$1,403,614	$5,117,730
		$824,916	**$472,019**	**$1,189,835**	**$2,375,593**	**$2,094,603**	**$6,956,966**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
CO & DS Cash Flow-through Distributed	360	$61,123	$61,123	$61,123	$61,123	$61,123	$305,615
CO & DS Interest on Undistributed CO	360	$7,582	$7,582	$7,582	$7,582	$7,582	$37,910
		$68,705	**$68,705**	**$68,705**	**$68,705**	**$68,705**	**$343,525**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2009 - 2010? No

Additional Revenue Source

Any additional revenue sources

Item	2010 - 2011 Actual Value	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0
Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$30,000	$30,000	$30,000	$30,000	$30,000	$150,000
Proceeds from 1/2 cent sales surtax authorized by school board	$0	$0	$0	$0	$0	$0
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$15,000,000	$20,000,000	$0	$0	$0	$35,000,000
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$0	$0	$0	$0	$0	$0
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, including Profit On Investment	$107,986	$109,293	$111,577	$114,801	$114,801	$558,458

Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$12,452,000	$0	$0	$0	$0	$12,452,000
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
RAN PROCEEDS	$5,000,000	$0	$0	$0	$0	$5,000,000
Subtotal	**$32,589,986**	**$20,139,293**	**$141,577**	**$144,801**	**$144,801**	**$53,160,458**

Total Revenue Summary

Item Name	2010 - 2011 Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$21,597,156	$21,858,481	$22,315,323	$22,960,236	$23,623,787	$112,354,983
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($20,685,847)	($22,066,479)	($22,564,665)	($24,282,929)	($24,528,282)	($114,128,202)
PECO Maintenance Revenue	$824,916	$472,019	$1,150,775	$1,266,406	$1,403,614	$5,117,730
Available 1.50 Mill for New Construction	**$911,309**	**($207,998)**	**($249,342)**	**($1,322,693)**	**($904,495)**	**($1,773,219)**

Item Name	2010 - 2011 Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Five Year Total
CO & DS Revenue	$68,705	$68,705	$68,705	$68,705	$68,705	$343,525
PECO New Construction Revenue	$0	$0	$39,060	$1,109,187	$690,989	$1,839,236
Other/Additional Revenue	$32,589,986	$20,139,293	$141,577	$144,801	$144,801	$53,160,458
Total Additional Revenue	**$32,658,691**	**$20,207,998**	**$249,342**	**$1,322,693**	**$904,495**	**$55,343,219**
Total Available Revenue	**$33,570,000**	**$20,000,000**	**$0**	**$0**	**$0**	**$53,570,000**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Total	Funded
Osceola Magnet Replacement Increase School Capacity to 750	OSCEOLA MAGNET SCHOOL	Planned Cost:	$0	$20,000,000	$0	$0	$0	$20,000,000	Yes
		Student Stations:	0	0	0	0	750	750	
		Total Classrooms:	0	0	0	0	38	38	
		Gross Sq Ft:	0	0	0	0	78,000	78,000	
Vero Beach Elementary School Replacement - Increese School Capacity to 750	VERO BEACH ELEMENTARY	Planned Cost:	$15,000,000	$0	$0	$0	$0	$15,000,000	Yes
		Student Stations:	0	0	750	0	0	750	
		Total Classrooms:	0	0	38	0	0	38	
		Gross Sq Ft:	0	0	78,000	0	0	78,000	
Fellsmere Cafeteria Expansion & Classroom Addition	FELLSMERE ELEMENTARY	Planned Cost:	$9,000,000	$0	$0	$0	$0	$9,000,000	Yes
		Student Stations:	0	0	233	0	0	233	
		Total Classrooms:	0	0	14	0	0	14	
		Gross Sq Ft:	0	0	23,519	0	0	23,519	

Planned Cost:	**$24,000,000**	**$20,000,000**	**$0**	**$0**	**$0**	**$44,000,000**
Student Stations:	**0**	**0**	**983**	**0**	**750**	**1,733**
Total Classrooms:	**0**	**0**	**52**	**0**	**38**	**90**
Gross Sq Ft:	**0**	**0**	**101,519**	**0**	**78,000**	**179,519**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2010 - 2011 Actual Budget	2011 - 2012 Projected	2012 - 2013 Projected	2013 - 2014 Projected	2014 - 2015 Projected	Total	Funded
Freshman Learning Center Renovation	VERO BEACH SENIOR HIGH	$1,000,000	$0	$0	$0	$0	$1,000,000	Yes
New Planning & Operations Replacement - Support Services Complex	Location not specified	$5,000,000	$0	$0	$0	$0	$5,000,000	Yes
Cafeteria & HVAC Replacement	DODGERTOWN ELEMENTARY	$2,750,000	$0	$0	$0	$0	$2,750,000	Yes
Traffic Improvment Projects - Sebastian Elementary, Beachland, Glendale	Location not specified	$820,000	$0	$0	$0	$0	$820,000	Yes
		$9,570,000	**$0**	**$0**	**$0**	**$0**	**$9,570,000**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2010 - 2011 Satis Stu Sta	Actual 2010 - 2011 FISH Capacity	Actual 2009 - 2010 COFTE	# Class Rooms	Actual Average 2010 - 2011 Class Size	Actual 2010 - 2011 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2014 - 2015 COFTE	Projected 2014 - 2015 Utilization	Projected 2014 - 2015 Class Size
WABASSO SCHOOL	55	55	51	5	10	92.00 %	0	0	47	85.00 %	9
CITRUS ELEMENTARY	757	757	577	40	14	76.00 %	-5	-1	680	90.00 %	17
DODGERTOWN ELEMENTARY	716	716	490	38	13	68.00 %	-31	-2	526	77.00 %	15
VERO BEACH ELEMENTARY	685	685	547	36	15	80.00 %	43	2	648	89.00 %	17
SEBASTIAN ELEMENTARY	695	695	562	37	15	81.00 %	0	0	578	83.00 %	16
GLENDALE ELEMENTARY	684	684	487	36	14	71.00 %	68	4	671	89.00 %	17
HIGHLANDS ELEMENTARY	602	602	429	33	13	71.00 %	164	11	508	66.00 %	12
OSLO MIDDLE	1,265	1,138	961	54	18	84.00 %	0	0	930	82.00 %	17
FELLSMERE ELEMENTARY	744	744	599	40	15	81.00 %	22	1	660	86.00 %	16
PELICAN ISLAND ELEMENTARY	677	677	452	36	13	67.00 %	0	0	470	69.00 %	13
MAINTENANCE SHOPS	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
SEBASTIAN RIVER MIDDLE	1,567	1,410	969	64	15	69.00 %	0	0	980	70.00 %	15
THOMPSON ELEMENTARY	557	557	322	30	11	58.00 %	-107	-6	50	11.00 %	2
TREASURE COAST ELEMENTARY	801	801	622	42	15	78.00 %	-50	-3	720	96.00 %	18
ADULT EDUCATION	0	0	0	0	0	0.00 %	0	0	0	0.00 %	0
LIBERTY MAGNET	678	678	534	37	14	79.00 %	0	0	546	81.00 %	15
STORM GROVE MIDDLE SCHOOL	1,423	1,280	883	61	14	69.00 %	0	0	862	67.00 %	14
SEBASTIAN RIVER SENIOR HIGH	2,395	2,275	1,910	99	19	84.00 %	-95	-4	1,920	88.00 %	20
VERO BEACH SENIOR HIGH	3,232	3,070	2,611	142	18	85.00 %	0	0	2,497	81.00 %	18
ROSEWOOD ELEMENTARY	561	561	539	30	18	96.00 %	0	0	553	99.00 %	18
OSCEOLA MAGNET SCHOOL	601	601	535	32	17	89.00 %	131	6	652	89.00 %	17
BEACHLAND ELEMENTARY	635	635	584	33	18	92.00 %	121	12	653	86.00 %	15
GIFFORD MIDDLE	1,393	1,253	969	58	17	77.00 %	0	0	1,004	80.00 %	17

ALTERNATIVE EDUCATION CENTER	353	353	77	17	5	22.00 %	0	0	80	23.00 %	5
	21,076	**20,227**	**15,708**	**1,000**	**16**	**77.66 %**	**261**	**20**	**16,235**	**79.24 %**	**16**

The COFTE Projected Total (16,235) for 2014 - 2015 must match the Official Forecasted COFTE Total (16,236) for 2014 - 2015 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2014 - 2015	
Elementary (PK-3)	5,502
Middle (4-8)	6,236
High (9-12)	4,497
	16,236

Grade Level Type	Balanced Projected COFTE for 2014 - 2015
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	16,235

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	Year 5 Total
Total Relocatable Replacements:	**0**	**0**	**0**	**0**	**0**	**0**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2014 - 2015
Indian River Charter High School	26	STATE	1998	650	654	17	650
Sebastian Charter Junior High	7	STATE	1998	154	153	18	150
North County Charter Elementary	8	STATE	1998	156	151	6	150
St. Peter's Academy	8	PRIVATE	2000	156	134	8	140
Imagine Charter School South	34	PRIVATE	2008	750	732	3	750
	83			**1,866**	**1,824**		**1,840**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		0	0	0	0	0	0

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Support Services Complex Project - Utilities and Road Requirements as needed.
Vero Beach Elementary Replacement Project - Utilities and Road Requirements as needed.
Osceola Magnet Replacement - Utilities and Road Requirements as needed.
Fellsmere Elementary School Cafeteria and Classroom Wing Addition - Utilities and Road Requirements as needed.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

New Support Services Complex - 66th Avenue Property (Owned By School District)
Vero Beach Elementary School Replacement - Rebuild on Current Site
Osceola Magnet Repalcement - Site TBD
Fellsmere Elementary Addition - Current Site

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2009 - 2010 fiscal year.					List the net new classrooms to be added in the 2010 - 2011 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms thet are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2010 - 2011 should match totals in Section 15A.			
Location	2009 - 2010 # Permanent	2009 - 2010 # Modular	2009 - 2010 # Relocatable	2009 - 2010 Total	2010 - 2011 # Permanent	2010 - 2011 # Modular	2010 - 2011 # Relocatable	2010 - 2011 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	58	0	0	58	0	0	0	0
High (9-12)	0	0	0	0	0	0	0	0
	58	0	0	58	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2010 - 2011	2011 - 2012	2012 - 2013	2013 - 2014	2014 - 2015	5 Year Average
ADULT EDUCATION	0	0	0	0	0	0
LIBERTY MAGNET	0	0	0	0	0	0
THOMPSON ELEMENTARY	0	0	0	0	0	0
SEBASTIAN ELEMENTARY	58	58	40	40	40	47
GLENDALE ELEMENTARY	50	120	80	80	80	82
HIGHLANDS ELEMENTARY	0	0	0	0	0	0
DODGERTOWN ELEMENTARY	108	62	62	62	0	59
VERO BEACH ELEMENTARY	126	126	0	0	0	50
SEBASTIAN RIVER MIDDLE	352	242	176	110	44	185
GIFFORD MIDDLE	190	154	132	88	44	122
ALTERNATIVE EDUCATION CENTER	25	0	0	0	0	5
FELLSMERE ELEMENTARY	198	198	0	0	0	79
PELICAN ISLAND ELEMENTARY	91	84	40	40	40	59
WABASSO SCHOOL	0	0	0	0	0	0
CITRUS ELEMENTARY	184	184	184	184	0	147
TREASURE COAST ELEMENTARY	202	116	98	98	0	103
VERO BEACH SENIOR HIGH	50	25	25	25	25	30
ROSEWOOD ELEMENTARY	0	0	0	0	0	0
OSCEOLA MAGNET SCHOOL	43	43	43	0	0	26
BEACHLAND ELEMENTARY	80	80	80	80	0	64
OSLO MIDDLE	22	22	22	22	22	22
SEBASTIAN RIVER SENIOR HIGH	450	450	450	0	0	270
MAINTENANCE SHOPS	0	0	0	0	0	0
STORM GROVE MIDDLE SCHOOL	0	0	0	0	0	0

Totals for INDIAN RIVER COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	2,229	1,964	1,432	829	295	1,350
Total number of COFTE students projected by year.	15,706	15,793	15,981	16,126	16,236	15,968
Percent in relocatables by year.	14 %	12 %	9 %	5 %	2 %	8 %

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2010 - 2011	FISH Student Stations	Owner	# of Leased Classrooms 2014 - 2015	FISH Student Stations
VERO BEACH SENIOR HIGH	2	50	Mobile Modular	1	25
ROSEWOOD ELEMENTARY	0	0		0	0
OSCEOLA MAGNET SCHOOL	3	43	Mobile Modular/Williams Scottsman	0	0
BEACHLAND ELEMENTARY	3	58	Mobile Modular	0	0
GIFFORD MIDDLE	9	190	Mobile Modular/Modspace	2	44
ALTERNATIVE EDUCATION CENTER	0	0		0	0
TREASURE COAST ELEMENTARY	11	202	Mobile Modular	0	0
ADULT EDUCATION	0	0		0	0
LIBERTY MAGNET	0	0		0	0
SEBASTIAN RIVER SENIOR HIGH	18	450	Mobile Modular	0	0
MAINTENANCE SHOPS	0	0		0	0
SEBASTIAN RIVER MIDDLE	16	352	Mobile Modular	2	44
THOMPSON ELEMENTARY	0	0		0	0
SEBASTIAN ELEMENTARY	3	58	Mobile Modular	2	40
GLENDALE ELEMENTARY	3	50	Mobile Modular/Modspace	4	80
HIGHLANDS ELEMENTARY	0	0	Mobile Modular/Williams Scottsman	0	0
OSLO MIDDLE	1	22	Williams Scottsman	1	22
FELLSMERE ELEMENTARY	11	198	Mobile Modular/Williams Scottsman/Modspace	0	0
PELICAN ISLAND ELEMENTARY	5	91	Mobile Modular	2	40
WABASSO SCHOOL	0	0		0	0
CITRUS ELEMENTARY	10	184	Mobile Modular/Williams Scottsman	0	0
DODGERTOWN ELEMENTARY	6	108	Mobile Modular	0	0
VERO BEACH ELEMENTARY	7	126	Mobile Modular	0	0
STORM GROVE MIDDLE SCHOOL	0	0		0	0
	108	**2,182**		**14**	**295**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Thompson Magnet School:
Thompson Magnet School is to be repurposed beginning the 2010-11 school year to provide V-PK, ESE PK, ESE full-time, and adult classroom space. Thompson will ONLY house 50 PK - 03 students. The remaining capacity will house adult education programs. FISH has no code for adult education classrooms or labs;therefore, the adult stations show up in the "student membership" table as high school classrooms and labs.

PLEASE NOTE:
*Osceola Magnet School will be rebuilt on an undetermined site with an anticipated opening date of fall of 2014 and will provide additional capacity. The existing school will be demolished.

*Vero Beach Elementary will be rebuilt on the EXISTING site with an anticipated opening date of Fall of 2012 and will provide additional capacity. The existing school will be demolished.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Project	2014 - 2015 / 2019 - 2020 Projected Cost
CAPITAL MAINTENANCE DISTRICTWIDE	$15,000,000
OTHER PROJECTS DISTRICTWIDE/ENERGY OPTIMIZATION DISTRICTWIDE	$10,000,000
ADA COMPLIANCE DISTRICTWIDE	$2,000,000
ENVIRONMENTAL NEEDS DISTRICTWIDE	$1,000,000
COMMUNICATIONS DISTRICTWIDE	$1,000,000
HEALTH & SAFETY DISTRICTWIDE	$2,000,000
HVAC DISTRICTWIDE	$5,000,000
	$36,000,000

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Project	Location,Community,Quadrant or other general location	2014 - 2015 / 2019 - 2020 Projected Cost
Elementary "C"	TBD - North County Area - Planned Student Stations 750	$20,000,000
High School "BBB"	TBD - Central County Area - Planned Student Stations 1,200	$65,000,000
		$85,000,000

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2009 - 2010 FISH Capacity	Actual 2009 - 2010 COFTE	Actual 2009 - 2010 Utilization	Actual 2010 - 2011 / 2019 - 2020 new Student Capacity to be added/removed	Projected 2019 - 2020 COFTE	Projected 2019 - 2020 Utilization
Elementary - District Totals	9,393	9,393	7,277.30	77.47 %	1,106	7,977	75.98 %
Middle - District Totals	5,648	5,081	3,782.18	74.43 %	0	4,444	87.46 %
High - District Totals	5,627	5,345	4,521.02	84.58 %	1,105	4,681	72.57 %

Other - ESE, etc	408	408	127.04	31.13 %	0	200	49.02 %
	21,076	20,227	15,707.54	77.66 %	2,211	17,302	77.11 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

*New Elementary School "C" to accomodate growth - North County Area to Accomodate Growth - 750 Planned Student Stations (Approximate Year 2016)

*High School "BBB" to accomodate growth - Central County Area to Accomodate Growth - 1,200 Planned Student Stations (Approximate Year 2018)

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

NONE

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Project	2019 - 2020 / 2029 - 2030 Projected Cost
HEALTH & LIFE SAFETY DISTRICTWIDE	$4,000,000
HVAC DISTRICTWIDE	$10,000,000
CAPITAL MAINTENANCE DISTRICTWIDE	$40,000,000
MINOR CAPITAL PROJECTS/ENERGY OPTIMIZATION DISTRICTWIDE	$20,000,000
ADA COMPLIANCE DISTRICTWIDE	$4,000,000
ENVIRONMENTAL COMPLIANCE DISTRICTWIDE	$2,000,000
COMMUNICATIONS DISTRICTWIDE	$2,000,000
	$82,000,000

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Project	Location Community Quadrant or other general location	2019 - 2020 / 2029 - 2030 Projected Cost
ELEMENTARY "D"	TBD - SOUTH COUNTY AREA - 750 STUDENT STATIONS	$25,000,000
ELEMENTARY "E"	TBD - WEST/CENTRAL SOUTH COUNTY AREA - 750 STUDENT STATIONS	$25,000,000
MIDDLE SCHOOL "CC"	TBD - 900 STUDENT STATIONS	$50,000,000
HIGH SCHOOL ADDITION(S)	TBD - 900 STUDENT STATIONS	$50,000,000
		$150,000,000

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2009 - 2010 FISH Capacity	Actual 2009 - 2010 COFTE	Actual 2009 - 2010 Utilization	Actual 2010 - 2011 / 2029 - 2030 new Student Capacity to be added/removed	Projected 2029 - 2030 COFTE	Projected 2029 - 2030 Utilization
Elementary - District Totals	9,393	9,393	7,277.30	77.47 %	2,606	11,231	93.60 %
Middle - District Totals	5,648	5,081	3,782.18	74.43 %	900	5,206	87.04 %
High - District Totals	5,627	5,345	4,521.02	84.58 %	2,005	6,702	91.18 %
Other - ESE, etc	408	408	127.04	31.13 %	0	280	68.63 %
	21,076	**20,227**	**15,707.54**	**77.66 %**	**5,511**	**23,419**	**90.99 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

*New Elementary School "D" to accomodate growth - South County Area to Accomodate Growth - 750 Planned Student Stations (Approximate Year 2023)

*New Elementary School "E" to accomodate growth - WEST/CENTRAL County Area to Accomodate Growth - 750 Planned Student Stations (Approximate Year 2026)

*New Middle School "CC" to accomodate growth - Location to be determined - 900 Planned Student Stations (Approximate Year 2025)

*High School Addition(s)to accomodate growth - Location(s) to be determined - 900 Planned Student Stations (Approximate Year 2026)

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

NONE

Summary of Capital Improvement Program

Project	Total	Prior to 2011	FY 2011 - FY 2015	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
New Construction								
New Construction and Additions								
Fellsmere Café. Expan & Clsrm Addn	9,000,000	0	9,000,000	9,000,000				
Sebastian River HS Addition	13,000,000	13,000,000						
Storm Grove Middle School	45,048,476	45,048,476						
Support Services Complex	13,000,000	8,000,000	5,000,000	5,000,000				
Traffic Improvement Projects	820,000	0	820,000	820,000				
Subtotal New Construction and Additions	**80,868,476**	**66,048,476**	**14,820,000**	**14,820,000**				
Subtotal New Construction	**80,868,476**	**66,048,476**	**14,820,000**	**14,820,000**				
Comprehensive Needs								
Modernizations & Replacements								
Dodgertown Cafeteria & HVAC Replacement	3,512,500	3,512,500						
Dodgertown School HVAC	2,750,000		2,750,000	2,750,000				
Osceola Magnet Replacement	20,000,000	0	20,000,000		20,000,000			
VBHS Freshman Learning Ctr Renov.	3,150,000	2,150,000	1,000,000	1,000,000				
Vero Beach El Replacement	20,174,852	5,174,852	15,000,000	15,000,000				
Vero Beach High School Restoration	54,217,750	54,217,750						
Wabasso School Renovation	1,885,043	1,885,043						
Subtotal Modernizations & Replacements	**105,690,145**	**66,940,145**	**38,750,000**	**18,750,000**	**20,000,000**			
Subtotal Comprehensive Needs	**105,690,145**	**66,940,145**	**38,750,000**	**18,750,000**	**20,000,000**			
Other Items								
Capital Maintenance								
Capital Maintenance (buyback)	33,003,030	15,632,180	17,370,850	3,474,170	3,474,170	3,474,170	3,474,170	3,474,170
Capital Maintenance/Hlth & Life Safety	21,984,256	15,084,256	6,900,000	1,500,000	900,000	1,400,000	1,500,000	1,600,000
HVAC Repair and Replace	1,800,000	1,800,000						

Project	Total	Prior to 2011	FY 2011 - FY 2015	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015
Subtotal Capital Maintenance	56,787,286	32,516,436	24,270,850	4,974,170	4,374,170	4,874,170	4,974,170	5,074,170
Relocatables								
Relocatable Leasing	24,239,158	19,464,158	4,775,000	775,000	1,000,000	1,000,000	1,000,000	1,000,000
Relocatable Renovation	1,476,450	1,476,450						
Subtotal Relocatables	25,715,608	20,940,608	4,775,000	775,000	1,000,000	1,000,000	1,000,000	1,000,000
Educational Technology								
District Technology	10,833,802	7,483,802	3,350,000	1,350,000	500,000	500,000	500,000	500,000
Subtotal Educational Technology	10,833,802	7,483,802	3,350,000	1,350,000	500,000	500,000	500,000	500,000
Furniture & Equipment								
F,F&E Buyback	5,802,962	4,302,962	1,500,000	300,000	300,000	300,000	300,000	300,000
School Buses/Vehicles	13,200,330	7,725,330	5,475,000	325,000	1,500,000	650,000	1,500,000	1,500,000
Subtotal Furniture & Equipment	19,003,292	12,028,292	6,975,000	625,000	1,800,000	950,000	1,800,000	1,800,000
Reserves and Contingencies								
Other Projects District Wide	18,866,409	4,126,172	14,740,237	1,557,403	1,470,949	3,023,591	4,035,969	4,652,325
Subtotal Reserves and Contingencies	18,866,409	4,126,172	14,740,237	1,557,403	1,470,949	3,023,591	4,035,969	4,652,325
Subtotal Other Items	131,206,397	77,095,310	54,111,087	9,281,573	9,145,119	10,347,761	12,310,139	13,026,495
Total Projects			107,681,087	42,851,573	29,145,119	10,347,761	12,310,139	13,026,495

ATTACHMENT B

TABLES 9.1- 9.21
OF THE EXISTING CAPITAL
IMPROVEMENTS ELEMENT

Supplement 4: Adopted November 17, 2009; Ordinance #09-08

Table 9.1. Level of Service Standards (LOS) for Facilities, City of Vero Beach

Facility	LOS Standard
Roads	
Principal Arterials and Collectors*	Level of Service D (Peak Hour)
All Other Roadways	Level of Service E (Peak Hour)
*Except for 27th Avenue from South City limits to State Route 60	Level of Service E (Peak Hour) plus 20%
Sanitary Sewer	
Average Flow	99 gpcd**
Maximum Flow	259 gpcd
Potable Water	
Average Flow	181 gpcd
Maximum Flow	223 gpcd
Minimum Pressure	40 pounds per square inch (psi)
Storage Capacity	5.75 million gallons (MG)
Solid Waste	6.3 pounds per capita per day (ppcd)
Stormwater	
Quantity	Ten-Year/24-Hour Rainfall Event
Quality	A minimum on-site retention/detention of first one inch of rainfall - no direct discharge to the Indian River Lagoon A minimum retention/detention of first one and one half inches of rainfall - direct discharge to the Indian River Lagoon
Recreation	
Public Recreation and Open Space	15 acres per 1,000 population
Community Parks	1 park per 25,000 population
Neighborhood Parks	1 park per 5,000 population
Schools	100% of Florida Inventory of School Houses (FISH) for elementary, middle, and high by school service district.

** gpcd is "gallons per capita per day."

Supplement 4: Adopted November 17, 2009; Ordinance #09-08

Table 9.2 Summary of Concurrency Related Capital Needs (FY 2009/10-2013/14)

Sanitary Sewer

SS-3-09 ***Headwaters Intake Structure Repair.*** Structural repair to correct damage due to corrosion and installation of 2 mm screen to remove small inorganic materials that impact the treatment process and reclaimed water quality. Budgeted cost is $700,000. [Water and Sewer Department]

SS-4-09 ***Gravity Sewer Rehabilitation Projects.*** Evaluation of sanitary sewer systems, identification of deficiencies, and performance of necessary corrective actions as part of the Water and Sewer Department's basin prioritization program for lift stations. Budgeted costs over the five year CIS is $1.35 million for the ten systems on the prioritization list. [Water and Sewer Department]

SS-5-09 ***Purchase of Vacuum Truck.*** Replacement of a vehicle used to clean gravity sewer systems and lift stations. Budgeted cost is $200,000. [Water and Sewer Department]

SS-6-09 ***Lift Station Pump Replacement Program.*** Replacement of pumps at lift stations. Budget of $60,000 per year is intended to allow for the replacement of pumps as needed, which is approximately 12 per year. [Water and Sewer Department]

SS-7-09 ***Electrical Panel Replacement Program.*** Replacement of electrical panels at lift stations. Budgeted amount of $81,000 per year reflects the replacement of approximately six panels per year. [Water and Sewer Department]

SS-8-09 ***Lift Station Replacement.*** Replacement of Lift Stations Nos 21, 51, and 35. The total budgeted amount for these replacements is $650,000. [Water and Sewer Department]

SS-1-10 ***Building "L" Electrical MCC Replacement.*** Update and replacement of 1972 era electrical MCC with new equipment. Budgeted cost of this project is $1.250 million. [Water and Sewer Department]

SS-2-10 ***Mockingbird 10" Force Main Replacement.*** Replacement of the Force Main on Mockingbird. Budgeted cost of this project is $150,000. [Water and Sewer Department]

SS-3-10 ***Reuse SCADA System Replacement.*** Replacement of the system installed in 1991. Budgeted cost of this project is $100,000. [Water and Sewer Department]

Potable Water

PW-1-09 ***Reverse Osmosis (RO) Membrane Replacement.*** Replacement of reverse osmosis membranes at the end of its expected service life. Budgeted cost is $250,000. [Water and Sewer Department]

PW-2-09 ***RO Water Treatment Plant Expansion.*** Addition of membranes and associated equipment to provide an additional 4.0 MGD treatment capacity to improve the quality of drinking water and lessen the water system's dependence on the shallow aquifer during times of drought. Budgeted cost of this expansion is $1.8 million to be done in two expansion phases. [Water and Sewer Department]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2009/10-2013/14)

PW-3-09 ***RO Control System Upgrade.*** Upgrade of the existing RO water treatment control system to replace outdated components and provide modifications for additional treatment capacity. Budgeted cost is $200,000. $100,000 is earmarked for each planned expansion phase of the RO Water Treatment Plant. [Water and Sewer Department]

PW-4-09 ***RO Supply Wells.*** Construction of additional Floridan aquifer water supply wells in two phases to provide additional raw water for the two-phased expansion of the RO water treatment plant. Budgeted cost of these wells is $1.65 million. [Water and Sewer Department]

PW-5-09 ***Portable Generators.*** Replacement of two portable generators required by state regulations to supply emergency power during hurricanes and other power outages. Budgeted cost is $120,000. [Water and Sewer Department]

PW-6-09 ***RO Generator Replacement.*** Replacement of the RO plant generator that has been in service since 1992 and is projected to end its service life within the next five years. Budgeted cost is $500,000. [Water and Sewer Department]

PW-7-09 ***Odor Control System Expansion.*** Addition of odor control facilities for the RO water treatment plant expansion. Budgeted cost of the facilities is $500,000. [Water and Sewer Department]

PW-8-09 ***Replacement of Airstripping Facility.*** Replacement of the airstripping facility and equipment at the RO water treatment plant. Budgeted cost is $850,000. [Water and Sewer Department]

PW-9-09 ***Line and Service Replacement.*** Replacement of older mains and service lines throughout the system as part of an ongoing maintenance and upgrading program. A total of $3.65 million is budgeted for this program over the five-year CIS. [Water and Sewer Department]

PW-1-10 ***Airport Water Main Replacement.*** Replacement of the water mains at the Vero Beach Airport, which were constructed during World War II and experience breakage during cold weather which is the result of their age and construction materials. Budged cost is $400,000. [Water and Sewer Department]

PW-2-10 ***RO Well Piping.*** Acquisition of new piping for new wells to serve the expanded RO water treatment plan. Piping will be purchased in two phases in coordination with construction of new wells. Budgeted cost for the piping is $350,000. [Water and Sewer Department]

PW-3-10 ***Surficial Well Replacement.*** Replacement of shallow aquifer wells that are not cost effective to use. Budgeted cost is $200,000 for the first four years of the CIS. [Water and Sewer Department]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2009/10-2013/14)

Drainage

D-1-09 ***Stormwater Outfalls.*** Provision of treatment facilities at the City's more than 60 stormwater outfalls as part of an ongoing program. Budgeted cost of these improvements is $1.5 million of which $300,000 has been previously expended. [Public Works Department]

D-4-09 ***26th Avenue Drainage Improvements.*** Provision of drainage facilities improvements on 26th Avenue between 14th and 16th Streets. Budgeted cost is $175,000. [Public Works Department]

D-5-09 ***Humiston Park Stormwater Improvements.*** Modification of the existing stormwater pump station to include a stormwater exfiltration system, which will reduce the volume and improve the quality of the stormwater discharge and pollutants entering the Atlantic Ocean. Budgeted cost is $410,000. $125,000 was expended in the prior budget year on this project. [Public Works Department]

D-6-09 ***14th Avenue and 23rd Street Intersection Drainage and Paving Improvements.*** Provision of paving and drainage improvements at the intersection. Budgeted cost of this project is $800,000. [Public Works Department]

D-7-09 ***Secondary Drainage.*** Purchase of materials for annual repair and/or improvements to drainage system throughout the City. Budgeted cost is $230,000 for the five-year period of the capital program. [Public Works Department]

D-1-10 ***19th Street & 20th Ave. Culvert Replacement.*** Replacement of 96" CMP cluvert that is failing, including headwalls, sidewalk, and curb. Budgeted cost of this project is $160,000. [Public Works Department]

D-2-10 ***14th Ave. and 23rd Street Intersection & Model Block Improvements.*** Construction of drainage and streetscape improvements for continuation of Model Block. Budgeted cost of this project is $800,000 of which $400,000 was expended in the prior fiscal year. [Public Works Department]

D-3-10 ***Live Oak and Mockingbird Drainage Improvements.*** Completion of Mockingbird drainage system initially started following the 2004 hurricane season. Budgeted cost for the total project is $510,000 of which $95,000 was expended in prior fiscal years. [Public Works Department]

D-4-10 ***19th Street Drainage Improvements.*** Construction of drainage improvements on 19th Street from 17th Ave. to 14th Ave. Budget for the project is $150,000. [Public Works Department]

D-5-10 ***23rd Street Drainage Improvements.*** Installation of culvert in existing ditch from 7th Ave. to 5th Ave. Budget for project is $110,000. [Public Works Department]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2009/10-2013/14)

Recreation and Open Space

ROS-2-09 ***Charles Park Addition Phase I.*** Provision of land clearing, fencing, construction of bathrooms and a path walkway, and lighting for Charles Park. Budgeted cost for the project is $450,000. [Public Works Department]

ROS-4-09 ***Riverside Racquetball Building Roof and Air Conditioning.*** Construction of a roof over the outdoor racquetball facilities and air conditioning of the facility at Riverside Park. Budgeted cost for the project is $100,000. [Public Works Department]

ROS-5-09 ***Charles Park Addition Phase II.*** Installation of lighting, landscaping, and irrigation in Charles Park. Budgeted cost is $450,000. [Public Works Department]

ROS-6-09 ***Stadium Light Replacement.*** Replacement of stadium lights at the American League field. Budgeted cost is $200,000. [Public Works Department]

ROS-7-09 ***MacWilliams Park Improvements.*** Construction of paving, drainage, and boat ramp improvements at the MacWilliam Park boat ramp area. Budgeted cost is $200,000. [Public Works Department]

ROS-8-09 ***Replacement of Humiston Boardwalk.*** Replacement of existing boardwalk damaged by hurricanes and storm events. Budgeted cost is $1.0 million of which $307,000 was expended in the previous fiscal year. [Public Works Department]

Roads

R-1-09 ***Aviation Boulevard.*** Construction of a divided four-lane section of Aviation Boulevard (26th Street) between US 1 and 43rd Avenue to improve capacity of the road network. [Note: Project is included in the MPO's adopted 2009-2014 TIP.] Estimated cost is $12.580 million of which approximately $7.58 million has been expended in prior fiscal years. [Public Works Department's engineering consultant]

R-3-09 ***Paving and drainage improvements at 5th Avenue and 23rd Street.*** Provision of drainage and paving improvements and traffic signalization at 5th Avenue and 21st Street that will improve overall drainage and improve vehicle access and safety in the Miracle Mile Plaza commercial area. Budgeted cost is $1,150,000 of which $750,000 was expended in the previous fiscal year. [Public Works Department]

R-4-09 ***Rehabilitation of 34th Avenue Bridge.*** Refurbishing of the 34th Avenue Bridge crossing the Main Relief Canal. Budgeted cost is $500,000. [Public Works Department]

R-1-10 ***14th Ave. from 18th St. to 19th Place Improvements.*** Reconstruction of 14th Ave. from 16th St. to 18th St. with municipal section and from 18th St. to 19th Pl. as final phase of Model Block. Budget for the project is $2.5 million. [Public Works Department]

R-2-10 ***Commerce Avenue Improvements.*** Reconstruction of Commerce Avenue from 18th St. to 20th St. including drainage improvements, curb, sidewalk, and pavement. Budget for the project is $1.0 million. [Public Works Department]

Table 9.2 (Cont'd) Summary of Concurrency Related Capital Improvements (FY 2009/10-2013/14)

R-3-10 ***Keystone Subdivision Paving and Drainage Improvements.*** Construction of paving and drainage improvements to 19th St. and 18th Pl. from US 1 to the east terminus and 7th Av. from 18th St. to 19th St. Budget for the project is $1.2 million. [Public Works Department]

Solid Waste

SW-1-10 ***Annual Solid Waste Vehicle Replacement.*** Replacement of solid waste vehicles due to age (12 years) and high maintenance costs as part of annual equipment replacement program. Total budget cost for replacement of vehicles during five year capital program is $1,139,200. [Solid Waste Department]

Table 9.3 Concurrency Tracking System

Public Facility Category	Component	Total Capacity	Demand Measure	Committed Demand	Available Capacity
Traffic	Roadways	Peak season/ Peak median/ Peak hour	Annual average count (peak season/ peak direction/peak hour	Estimated volume from approved development order (DO)	(Total capacity) (Existing Demand) (Committed Demand)
Sanitary Sewer	Treatment Plant	Design flows	Existing flows	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Potable Water	Treatment Plant	Design flows	Existing flows	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Solid Waste	Landfill	Active cell design capacity	Active cell volume used	Estimated volume from approved DOs	(Total capacity) (Existing Demand) (Committed Demand)
Recreation	Parks	Park acreage	(Acres/1,000 population) X (existing population)	Acres/1,000 population) X (projected population for approved DOs)	(Total capacity) (Existing Demand) (Committed Demand)
Drainage	Drainage Conveyances	Volume	Existing flows	Volume of storm-water allowed off-site for approved DOs	Site-by-site review
Education*	Public Schools (K-12)	Permanent school stations (FISH)	Annual enrollment (FTL)	Students estimated from approved residential DOs	(Total capacity) (Existing Demand) (Committed Demand)

*Limited to participating schools owned and operated by Indian River School District

Property taxes ("ad valorem") increased from 18.3% of the total revenues to 22.2% during the same period. [Table 9.6 shows the trends in ad valorem taxes and millage rates during the period FY2002/03 through FY 2008/09.] The decrease in the amount of ad valorem taxes after FY 2006/07 represents the Florida Legislature mandated 7% decrease from the FY 2006/07 collection level and decline in real estate values. The weakened economy, erosion of the housing market and property values, and additional reduction required by actions of the State legislature will further reduce anticipated property tax collections in FY 2009/10.

Discounting loan and bond proceeds and impact fees, revenues for the General Construction Fund decreased during the last five year period. Revenues from the one cent surtax declined between FY 2004/05 and FY 2008/09 by almost 22%. It is highly likely that the final audited figure for FY 2008/09 will be lower than shown in Table 9.5 as the economy has continued to weaken further reducing sales tax revenues.

At the beginning of FY 2009/10, the fund balance for the General Fund was approximately $9.2 million. Of this total, approximately $2.0 million was restricted for hurricane emergencies.

Table 9.4 Trends in General Fund Operating Revenues, FY 2004/05-FY 2008/09 ($1,000)

Source	FY 2004/05 Amount	Pct*	FY 2005/06 Amount	Pct*	FY 2006/07 Amount	Pct*	FY* 2007/08 Amount	Pct*	FY* 2008/09 Amount	Pct*
Ad Valorem Tax	$ 4,392	18.3	$ 4,969	20.2	$ 5,704	24.1	$5,345	22.9	$ 4,940	22.2
Other Taxes	4,600	19.2	4,814	19.6	4,607	19.4	4,425	20.0	4,608	20.7
Permits, Licenses & Fines	215	0.9	198	0.8	229	1.0	211	1.0	216	0.9
Charges for Services	3,211	13.4	3,162	12.9	3,177	13.4	3,181	13.9	3,176	14.3
Intergovernmental	3,424	14.3	3,466	14.1	1,874	7.9	1,735	8.2	1,748	7.8
Miscellaneous	1,120	4.7	726	3.0	902	3.8	699	3.2	596	2.7
Fund Transfer	6,975	29.1	7,222	29.4	7,222	30.5	6,980	30.8	6,983	31.4
Totals	$23,937	100.0	$24,557	100.0	$23,715	100.0	$22,959**	100.0	22,267***	100.0

Source: City of Vero Beach Comprehensive Annual Financial Report for Fiscal Years Ending FY 2004/05 through FY 2007/08.
City of Vero Beach Annual Budget FY 2009/10.

Note: * Budgeted amount, not actual revenues.
**Does not include $45,000 from the General Fund balance.
***Does not include $730,000 from General Fund.

Table 9.5 Trends in General Construction Fund Revenues,*
FY 2004/05 – FY 2008/09 ($1,000)

Source	FY 2004/05 Amount	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09** Amount
Special Assessment	$ 150	$ 77	$ 48	$ 32	$ 40
Grants	711	23	8	--	1,250
Impact Fees	--	208	448	174	1,250
Construction Interest	116	281	313	253	145
One Cent Sales Tax	2,652	2,526	2,275	2,094	2,075
Loan Proceeds	10,000	--	--	--	2,000
Totals	$13,629	$3,115	$3,092	$2,553	$6,760

Sources: City of Vero Beach Comprehensive Annual Financial Reports for Fiscal Years Ending FY 2004/05 – FY 2007/08
City of Vero Beach Annual Budget FY 2009/10

Notes: * Combines Paving and Assessment and Infrastructure and Real Estate Improvement Funds
**Budgeted amounts, not actual revenues generated.

Table 9.6 Trends in Ad Valorem Taxes, Assessments and Millage Rates, FY 2002/03 – FY 2008/09 ($1,000)

Fiscal Year	Total Taxable Assessed Value	Millage Rate	Total Tax Levy	Amount Collected
2002/03	$1,690,501	2.14250	$3,622	$3,454
2003/04	1,867,209	2.14250	4,000	3,909
2004/05	2,122,889	2.14250	4,548	4,392
2005/06	2,241,899	2.29250	5,140	4,969
2006/07	2,758,014	2.14250	5,909	5,703
2007/08	2,857,215	1.97070	5,631	5,345
2009/09	2,675,631	1.93670	5,182	5,021

Sources: City of Vero Beach Comprehensive Annual Financial Report for Fiscal Year Ending September 30, 2008.
City of Vero Beach Annual Budget, FY 2009/10

Table 9.7 Trends in Revenues of Enterprise Funds
FY 2004/05 – FY 2008/09 ($1,000)

Fund/Source	FY 2004/05 Amount	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount
Electric[1]					
Operating Revenue	$74,971	$82,298	$98,281	$110,343	$109,383
FDOT Reimbursement	--	--	158	160	160
Impact Fees	800	1,000	800	700	500
Bond/Loan Proceeds	3,000	--	--	--	5,000
Grants	0	--	--	--	--
	$78,771	$83,298	$99,239	$111,203	$115,043
Water & Sewer[2]					
Operating Revenue	$13,120	$14,967	$14,841	$15,688	$ 15,541
Impact Fees & Assessments	730	740	623	700	556
Bond/Loan Proceeds	6,000	1,400	4,000	4,000	11,000
Grants	--	--	--	--	--
	$19,850	$17,107	$19,464	$20,388	$27,097
Airport[3]					
Operating Revenues	$2,069	$2,115	$2,176	$2,480	$2,617
Bond/Loan Proceeds	--	--	--	--	--
Grants	4,143	2,600	4,461	800	362
	$6,212	$4,715	$6,637	$3,280	$2,979
Marina					
Operating Revenues	$1,007	$1,138	$1,494	$1,477	$2,394
Bond/Loan Proceeds	--	--	4,600[5]	--	--
Grants	--	--	--	--	--
	$1,007	$1,138	$6,094	$1,477	$2,394
Solid Waste					
Operating Revenue	$2,252	$2,336	$2,346	$2,551	$2,541
Bond/Loan Proceeds	--	--	--	--	--
Grants	--	--	--	--	--
	$2,252	$2,336	$2,346	$2,551	$2,541
Recreation & Parks[4]					
Operating Revenues	$ 723	$ 743	$ 774	$ 829	$ 847
General Fund Tranfers	2,822	2,856	3,071	2,830	2,788
General Fund Construction	160	215	327	--	111
Loan Proceeds	--	--	--	--	--
Private Donations	--	--	--	--	1,000
Grants	--	--	--	--	200
	$3,705	$3,814	$4,172	$3,659	$4,946
Totals	$111,797	$112,408	$137,952	$142,558	$155,000

Table 9.7 (Cont.) Trends in Revenues of Enterprises Funds (Continued)
FY 2004/05 – FY 2008/09 ($1,000)

Source: City of Vero Beach Annual Budgets, FY 2004/05 – FY 2008/09

Notes:
1. Includes Electric Renewal and Replacement Fund.
2. Includes Water & Sewer Renewal and Replacement Fund.
3. Includes Airport Construction Fund.
4. Includes Recreation and Parks Construction Fund.
5. Budget modified to include $4.6 million for Marina purchase not included in adopted FY 2006/07 budget.

Sewer Fund with 17.4%. The increases in costs of fuel and purchase of power significantly expanded the operating expenses of the Electric Fund from FY 2004/05 through FY 2008/09. The other funds had less dramatic increases in operating expenses, except for the Marina Fund which experienced over a 40% percent increase due to expansion of marina services and facilities.

The Electric, Water and Sewer, Marina, and Solid Waste Funds contribute a portion of their revenue to the General Fund. The actual amount of funds contributed remained fairly stable during the FY 2004/05 through FY 2008/09 period; however, the overall percentage of revenue transferred from these funds, declined from 7.4% in FY 2004/05 to 5.4% in FY 2008/09.

Table 9.8 Trends in General Fund Expenditures[1]
FY 2004/05 – FY 2008/09 ($1,000)

Expenditures	FY 2004/05 Amount	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount
Operating Expenses	$19,418	$17,912	$18,822	$19,140	$19,225
Debt Service	681	1,434	1,546	799	1,644
Capital Outlay	2,184	11,717	1,794	1,757	6,122
Fund Transfer	2,692	2,804	3,455	3,548	2,925
Totals	$24,975	$33,867	$25,617	$25,244	$29,916

Source: City of Vero Beach Comprehensive Annual Financial Reports for Fiscal Year ending FY 2004/05 – FY 2007/08.
City of Vero Beach Annual Budget, FY 2009/10.

Notes:
1. Includes General Construction Fund.
2. Budgeted amounts, not actual expenditures.

Supplement 4: Adopted November 17, 2009; Ordinance #09-08

Table 9.9 Trends in Expenditures of Enterprise Funds
FY 2004/05 – FY 2008/09 ($1,000)

Fund/Source	FY 2004/05 Amount	FY 2005/06 Amount	FY 2006/07 Amount	FY 2007/08 Amount	FY 2008/09 Amount
Electric					
Operating Expenses	$ 56,653	$ 64,298	$ 75,615	$ 87,811	$ 88,839
Debt Service	5,193	5,387	5,590	5,745	6,056
Capital Outlays	11,128	8,991	10,624	11,754	13,952
Fund Transfer	5,623	5,893	5,893	5,893	5,893
	$ 78,597	$ 84,569	$ 97,722	$111,203	$114,740
Water & Sewer					
Operating Expenses	$ 10,358	$ 10,894	$ 11,699	$ 11,802	$ 12,613
Debt Service	1,273	1,312	1,395	1,440	737
Capital Outlays	7,040	4,249	5,077	6,399	12,683
Fund Transfer	984	1,085	1,085	1,085	860
	$ 19,655	$ 17,540	$ 19,256	$ 20,726	$ 26,893
Airport					
Operating Expenses	$ 1,860	$ 1,869	$ 2,010	$ 1,986	$ 2,119
Debt Service	--	--	--	--	--
Capital Outlays	4,653	3,562	6,016	1,063	477
	$ 6,513	$ 5,431	$ 8,026	$ 3,049	$ 2,596
Marina					
Operating Expenses	$ 895	$ 889	$ 1,301	$ 1,275	$ 1,866
Debt Service	24	17	11	--	320
Capital Outlays	7	226	4,610[1]	55	--
Fund Transfer	76	74	74	74	77
	$ 1,002	$ 1,206	$ 5,996	$ 1,404	$ 2,263
Solid Waste					
Operating Expenses	$ 1,952	$ 2,027	$ 2,167	$ 2,266	$ 2,606
Debt Service	--	--	--	--	--
Capital Outlays	200	183	292	282	216
Fund Transfer	169	169	169	169	153
	$ 2,321	$ 2,379	$ 2,628	$ 2,717	$ 2,975
Recreation & Parks					
Operating Expenses	$ 3,449	$ 3,573	$ 3,780	$3,637	$ 3,621
Debt Service	--	--	--	--	--
Capital Outlays	256	241	392	22	1,325
	$3,705	$3,814	$4,172	$ 3,659	$ 4,946
Totals	$111,793	$114,939	$137,800	$142,758	$154,413

Table 9.9 (Continued) Trends in Expenditures of Enterprises Funds
FY 2004/05 – FY 2008/09 ($1,000)

Source: City of Vero Beach Annual Budgets, FY 2004/05 through FY 2008/09.
City of Vero Beach Five Year Capital Programs for
fiscal years ending FY 2005/09 through FY 2009/13.

Notes: 1. Approved budget modified to show $4.6 million capital outlay for purchase of Marina.

Projections of anticipated General Fund operating revenues for FY 2009/10 through FY 2013/14 are presented in Table 9.11. General Fund operating revenues are projected to increase by about $1.76 million during the five-year CIS period. Most of the revenues from various sources are anticipated to increase by an annual average of less than 4% per year.

The fund transfers from enterprise funds (Electric, Water and Sewer, Marina, and Solid Waste) are held constant throughout the five-year CIS period. As projected, the portion of operating revenues from enterprise funds transferred to the General Fund would decrease from 6.1% in FY 2009/10 of the total operating revenues for the enterprise funds to 5.1% in FY 2012/13.

The projections of revenues for the General Construction Fund are shown in Table 9.12 for FY 2009/10 through FY 2013/14. The significant increases in projected revenues over the previous fiscal years primarily reflect anticipated loan proceeds.

9.5.1.1 Enterprise Funds Revenue

Projections of revenues for each of the enterprise funds for FY 2009/10 through FY 2013/14 are presented in Table 9.13. These assumptions are based on a less than 4% average annual growth except for the Electric and Water and Sewer funds.

The operating revenues for the Electric Fund are variable depending upon contractual requirements and fuel costs, increased demand, weather and other uncontrollable factors. It is anticipated due to requirements to meet continued system upgrades and rehabilitation needs that future borrowing will be required, which is shown in Table 9.13.

Table 9.10 Projections of Ad Valorem Taxes and Millage Rates, FY 2009/10 – FY 2013/14 ($1,000)

Fiscal Year	Total Taxable Assessed Value	Millage Rate	Total Tax Levy	Anticipated Ad Valorem Taxes
2009/10	$2,526,072	1.9367	$4,892	$4,648
2010/11	2,601,854	1.9367	5,039	4,787
2011/12	2,679,909	1.9367	5,190	4,931
2012/13	2,760,307	1.9367	5,345	5,078
2013/14	2,843,116	1.9367	5,506	5,231

Source: City of Vero Beach Finance Department, October 2009.

Table 9.11 Projections of General Fund Operating Revenues, FY 2009/10-FY 2013/14 ($1,000)

Source	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Ad Valorem Tax	$ 4,648	$ 4,787	$ 4,931	$ 5,078	$ 5,231
Other Taxes	4,506	4,654	4,806	4,956	5,148
Permits, Licenses & Fines	219	220	225	230	235
Charges for Services	3,049	3,120	3,189	3,256	3,273
Intergovernmental	1,513	1,563	1,611	1,666	1,728
Miscellaneous	396	413	430	449	473
Fund Transfer	6,993	6,993	6,993	6,993	6,993
Totals	$21,324	$21,750	$22,185	$22,628	$23,081

Source: City of Vero Beach Finance Department, October 2009.

Table 9.12 Projections of General Construction Fund Revenues, FY 2009/10 – FY 2013/14 ($1,000)

Source	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Special Assessment	$ 30	$ 30	$ 30	$ 30	$ 30
Grants					
FDOT	1,250	1,250	--	--	--
FDRP	100	--	--	--	--
Impact Fees	1,250	1,250	--	--	--
Construction Interest	137	138	140	141	143
One Cent Sales Tax	1,726	1,859	2,058	2,300	2,619
Fund Transfers	--	185	--	--	--
Loan Proceeds	1,500	2,500	3,000	4,000	1,100
Totals	$5,993	$7,212	$5,228	$6,471	$3,892

Sources: City of Vero Beach Five Year Capital Program, Fiscal Years Ending FY 2010 – 2014

Note: Combines Paving and Assessment and Infrastructure and Real Estate Improvement Funds.

Table 9.13 Projections of Enterprise Fund Revenues
FY 2009/010– FY 2013/14 ($1,000)

Fund/Category	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Electric					
Operating Revenue	$ 92,707	$95,088	$99,787	$105,452	$110,193
FDOT Reimbursement	160	160	162	163	165
Impact Fees	500	500	500	500	500
Bond/Loan Proceeds	6,550	--	--	--	--
	$ 99,917	$ 95,748	$100,449	$106,115	$110,858
Water & Sewer					
Operating Revenue	$ 17,573	$ 18,997	$ 20,303	$ 21,513	$22,158
Impact Fees/Assessments	226	226	226	226	226
Bond/Loan Proceeds	3,500	2,500	--	3,000	--
Grants	--	--	--	--	--
	$ 21,299	$ 21,723	$ 20,529	$ 24,739	$ 22,384
Airport					
Operating Revenue	$ 2,599	$ 2,677	$ 2,757	$ 2,840	$ 2,925
Grants	1,200	4,175	5,200	4,035	2,720
	$ 3,799	$ 6,852	$ 7,957	$ 6,875	$ 5,645
Marina					
Operating Revenue	$ 1,813	$ 1,822	$ 1,831	$ 1,840	$ 1,849
Bond/Loan Proceeds	--	--	--	--	--
Grants	330	118	--	--	--
	$ 2,143	$ 1,940	$ 1,831	$ 1,840	$ 1,849
Solid Waste					
Operating Revenue	$ 2,686	$ 2,699	$ 2,875	$ 2,889	$ 2,903
Bond/Loan Proceeds	--	--	--	--	--
Grants	--	--	--	--	--
	$ 2,686	$ 2,699	$ 2,875	$ 2,889	$ 2,903
Recreation & Parks					
Operating Revenue	$ 793	$ 793	$ 793	$ 793	$ 793
General Fund Transfer	2,417	2516	2,615	2,716	2,821
General Fund - One Cent Sales Tax	15	450	350	--	0
Grants	--	200	200	--	0
	$ 3,225	$ 3,959	$ 3,958	$ 3,509	$ 3,614
Totals	$133,069	$132,921	$137,599	$145,967	$147,253

Source: City of Vero Beach Five Year Capital Programs for Fiscal Years Ending FY 2010 - 2014.

Table 9.14 Projections of General Fund Expenditures for Operations, Debt Service, Non-CIS Capital Outlays, and Fund Transfers FY 2009/10 – FY 2013/14 ($1,000)

Expenditures	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Operating Expenses	$18,135	$18,500	$18,870	$19,250	$19,640
Debt Service	1,665	1,774	1,963	2,194	2,495
Non-CIS Capital Outlays	989	1,825	1,348	1,312	1,020
Transfer to Parks & Recreation Fund	2,417	2,516	2,615	2,716	2,821
Transfer to Parks & Recreation Construction	15	350	700	400	0
Totals	$23,221	$24,965	$25,496	$25,872	$25,976

Source: City of Vero Beach Five Year Capital Program for Fiscal Years ending FY 2010 – 2014.

Table 9.15 Projections of Enterprise Fund Expenditures for Operations, Non-CIS Capital Outlays, Debt Service, and General Fund Transfers FY 2009/10 – FY 2013/14 ($1,000)

Fund/Category	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Electric					
Operating Expenses	$ 77,264	$ 72,765	$ 76,097	$ 80,726	$ 84,545
Non-CIS Capital Outlays	8,157	10,640	10,798	12,426	8,249
Debt Service	6,825	7,337	7,374	7,661	8,031
Fund Transfer	5,893	5,893	5,893	5,893	5,893
	$ 98,139	$96,635	$100,162	$106,706	$106,718
Water & Sewer					
Operating Expenses	$ 11,944	$ 13,111	$ 13,630	$ 14,172	$ 14,738
Non-CIS Capital Outlays	2,120	3,133	793	813	1,423
Debt Service	1,634	2,422	2,935	3,343	3,791
Fund Transfer	860	860	860	860	860
	$ 16,558	$ 19,526	$ 18,218	$ 19,188	$ 20,812
Airport					
Operating Expenses	$ 2,176	$ 2,241	$ 2,308	$ 2,377	$ 2,448
Non-CIS Capital Outlays	159	5,010	5,810	4,310	3,285
	$ 2,335	$ 7,251	$ 8,118	$ 6,687	$ 5,733
Marina					
Operating Expenses	$ 1,236	$ 1,275	$ 1,316	$ 1,358	$ 1,401
Non-CIS Capital Outlays	82	246	10	10	10
Debt Service	344	344	344	344	344
Fund Transfer	87	87	87	87	87
	$ 1,749	$ 1,952	$ 1,757	$ 1,799	$ 1,842
Solid Waste					
Operating Expenses	$ 2,264	$ 2,336	$ 2,411	$ 2,488	$ 2,567
Non-CIS Capital Outlays	--	--	--	--	--
Fund Transfer	153	153	153	153	153
	$ 2,417	$ 2,489	$ 2,564	$ 2,641	$ 2,720
Recreation & Parks					
Operating Expenses	$ 3,197	$ 3,293	$ 3,392	$ 3,494	$ 3,599
Non-CIS Capital Outlays	27	15	15	15	15
	$ 3,224	$ 3,308	$ 3,407	$ 3,509	$ 3,614
Totals	$124,422	$131,161	$134,226	$140,530	$141,439

Source: City of Vero Beach Five Year Capital Programs for Fiscal Years Ending FY 2010 - 2014.

Supplement 4: Adopted November 17, 2009; Ordinance #09-08

Table 9.16 Existing Long-Term Debt for
Fiscal Year Ending September 30, 2009 ($1,000)

	Outstanding 9/30/09	Interest Rate	Final Maturity	Pledge Source
General Fund				
Capital Improvement Revenue Note, Series 2007-B-1	$ 6,448	3.94%	2017	Sales Tax
Capital Improvement Revenue Note, Series 2005A	3,575	3.64%	2017	Sales Tax
Capital Improvement Revenue Note, Series 2007-B-2	5,000	3.98%	2026	Sales Tax
Total Outstanding	$15,023			
Electric Fund				
Electric Refunding Revenue Bonds, Series 2003A	$53,325	4.11%	2022	Fund Revenues
Electric System Refunding Revenue Note, Series 2008	7,825	4.14%	2017	Fund Revenues
Total Outstanding	$61,150			
Water and Sewer Fund				
Water and Sewer System Refunding Revenue Note, Series 2008	$14,398	4.28%	2022	Fund Revenues
Total Outstanding	$14,398			
Marina Fund				
Capital Improvement Revenue Note, Series 2007A	$ 4,510	4.01%	2028	Fund Revenues
Total Outstanding	$ 4,510			
Total Long-term Debt Outstanding	$95,081			

Source: City of Vero Beach Annual Budget FY 2009/10.

Table 9.17 Projections of Debt Service Obligation for Outstanding Revenue Bonds and Revenue Notes FY 2009/10-FY 2013/14 ($1,000)

Fund	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
General Fund	$ 1,665	$ 1,774	$ 1,963	$ 2,194	$ 2,495
Electric Fund	6,825	7,337	7,374	7,661	8,031
Water and Sewer Fund	1,634	2,442	2,935	3,343	3,791
Marina Fund	344	344	344	344	344
Totals	$10,468	$11,897	$12,616	$13,542	$14,661

Source: City of Vero Beach Annual Budget FY 2009/10.

Table 9.18 Projections of General Fund and Water and Sewer Debt Coverage Ratios (DCR), FY 2009/10 – FY 2013/14 ($1,000)

GENERAL FUND					
Fiscal Year	Revenues	Expenditures	Net Revenue Available for Debt Service	Debt Service	DCR
2009/10	$23,402	$20,552	$2,850	$1,665	1.71
2010/11	23,777	21,016	2,761	1,774	1.56
2011/12	24,413	21,485	2,928	1,963	1.49
2012/13	25,099	21,966	3,133	2,194	1.43
2013/14	25,873	22,461	3,412	2,495	1.37
WATER AND SEWER FUND					
2009/10	$17,799	$12,804	$4,995	$1,634	3.06
2010/11	19,223	13,971	5,252	2,422	2.17
2011/12	20,529	14,490	6,039	2,935	2.06
2012/13	21,739	15,032	6,707	3,343	2.01
2013/14	22,384	15,598	6,786	3,791	1.79

Source: City of Vero Beach Annual Budget, FY 2009/10 and Five Year Capital Program, Fiscal Years Ending 2010/2014

Notes
1. Revenues include all revenue except grants, bond/loan proceeds, and road impact fees.
2. Expenditures include all expenses except capital outlays, debt service and interest expenses.

Table 9.19 Projections of Availability of Revenues for General Fund CIS Projects, FY 2009/10 – 2013/14 ($1,000)

	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Revenue					
Operating Revenue[1]	$21,324	$21,750	$22,185	$22,628	$23,081
Capital Project Fund Revenue[2]	5,993	7,212	5,228	6,471	3,892
Fund Surplus	50	--	--	--	--
	$27,367	$28,962	$27,413	$29,099	$26,973
Expenditures[3]	$23,221	$24,965	$25,496	$25,872	$25,976
Revenue Available for CIS Capital Outlays	$ 4,146	$ 3,997	$ 1,917	$ 3,227	$ 997

Source: City of Vero Beach Annual Budget FY 2009/2010 and Five Year Capital Program, Fiscal Years Ending 2010-2014

Note:
1. Operating Revenue is from Table 9.11.
2. Capital Project Fund Revenue is from Table 9.12.
3. Expenditures are from Table 9.14.

Table 9.20 Projections of Availability of Revenue for Water and Sewer, Solid Waste, and Recreation and Parks Funds CIS Projects. FY 2009/10 – FY 2013/14 ($1,000)

Fund	FY 2009/10 Amount	FY 2010/11 Amount	FY 2011/12 Amount	FY 2012/13 Amount	FY 2013/14 Amount
Water & Sewer					
Revenue[1]	$21,299	$21,723	$20,529	$24,739	$22,384
Expenditures[2]	16,558	19,526	18,218	19,188	20,812
Available Revenue	$ 4,741	$ 2,197	$ 2,311	$ 5,551	$ 1,572
Solid Waste					
Revenue	$ 2,686	$ 2,699	$ 2,875	$ 2,889	$ 2,903
Expenditures	2,417	2,489	2,564	2,641	2,720
Available Revenue	$ 269	$ 210	$ 311	$ 248	$ 183
Recreation & Parks					
Revenue	$ 3,225	$ 3,959	$ 3,958	$ 3,509	$ 3,614
Expenditures	3,224	3,308	3,407	3,509	3,614
Available Revenue	$ 1	$ 651	$ 551	$ 0	$ 0

Source: City of Vero Beach Five Year Capital Programs for Fiscal Years Ending FY 2010 - 2014.

Notes:
1. Revenues are from Table 9.13.
2. Expenditures are from Table 9.15.
3. Numbers shown within the ellipse ( ) are negative figures.

Supplement 4: Adopted November 17, 2009; Ordinance #09-08

Table 9.21 Capital Improvements Element Implementation Matrix

Policy	Action	Responsibility	Timing
1.1	Update CIE and CIS	PDD/FD	Annual
1.2	Define Capital Improvement	FD	Ongoing
1.3	Include IRC Capital Improvements Program in CIS	SD/PDD	Annual
1.4	Include MPO TIP in CIS	MPO/PDD	Annual
1.5	Evaluate and prioritize projects	Appropriate CD/ SD	Ongoing/ Annual
1.6	Prepare Public Facilities Capacity and Analysis Report	PPD/PZB	Annual
2.1	Limit public expenditures in Coastal High Hazard Areas	CC/ Appropriate CD	Ongoing
2.2	Limit planning or design of expansion of capital facilities in Coastal High Hazard Areas	Appropriate CD	Ongoing
2.3	Limit development agreements in Coastal High Hazard Areas	CC	Ongoing
3.1	Use of fees, etc. for infrastructure improvements	FD/ Appropriate	Ongoing
3.2	Limit use of ad valorem taxes without examining other options	CC/FD	Ongoing
3.3	Require new development to contribute its pro-rata share of costs for LOS maintenance	CC/FD/PDD	Ongoing
3.4	Investigate new funding mechanisms	FD/PDD	Ongoing
4.1	Provide fiscal basis for financing capital improvements	FD/ Appropriate CD	Ongoing
4.2	Consider in evaluation of capacity of public facility vested projects	PDD/ Appropriate CD	Ongoing
4.3	Follow principles in issuing and incurring debt	CC/FD	Ongoing
4.4	Follow principles in financing of capital improvements	CC/FD/ Appropriate CD	Ongoing
4.5	Maintain public facilities planning process	PDD/FD/Appropri ate CD/SD/IRC/MPO	Ongoing
5.1	Adopt LOS standards	CC/SD/ Appropriate CD	Ongoing
5.2	Maintain concurrency management system	PDD/IRC/SD	Ongoing

Table 9.21 (Cont.) Capital Improvements Element Implementation Matrix

5.3	Maintain concurrency management regulations	PDD/CC	Ongoing
5.4	Require school concurrency review	PDD/SD/IRC	Ongoing
5.5	Require concurrency review for non-transportation public facilities	PDD/PWD/ WSD/RD	
5.6	Require concurrency review for arterial and collective roads	IRC/PDD	Ongoing
5.7	Require concurrency review for city roadways	PDD/PWD	Ongoing
5.8	Approve development applications only if concurrency is met	PDD/PZB/CC	Ongoing
5.9	Approve development applications for collector/ arterial roadways only if IRC concurrency is met	IRC	Ongoing
5.10	Meeting of concurrency for potable water, sanitary sewer, solid waste and drainage facilities	PDD/ Appropriate CD	Ongoing
5.11	Meeting of concurrency for parks and recreational facilities	PDD/RD	Ongoing
5.12	Meeting concurrency requirements for roads	PDD/PWD/IRC	Ongoing
5.13	May include enforceable development agreement	Appropriate CD/ IRC	Ongoing
5.14	Meeting concurrency requirements for schools	SD/IRC/PDD	Ongoing
5.15	Issuing certificates of occupancy	IRC/ Appropriate CD	Ongoing
5.16	Consider vesting in any public capacity analysis	PDD/Appropriate CD/IRC/SD	Ongoing

PDD = Planning and Development Department
PWD = Public Works Department
WSD = Water and Sewer Department
RD = Recreation Department
FD = Finance Department
IRC = Indian River County Agencies
MPO = Metropolitan Planning Organization
SD = School District
CC = City Council
PZB = Planning and Zoning Board
CD = County Department

ATTACHMENT C

PLANNING AND ZONING BOARD
PUBLIC HEARING RECORD

PLANNING AND ZONING BOARD MINUTES
THURSDAY, DECEMBER 2, 2010 - 1:30 PM
CITY HALL, TRAINING ROOM, VERO BEACH, FLORIDA

PRESENT: Vice Chairman, Charles Vogt; Members: Mark Mucher, Richard Kennedy, Scott McCracken, Kevin Doty and Cliff Norris **Also Present:** Planning and Development Director, Tim McGarry; Assistant City Attorney, Wayne Coment and Deputy City Clerk, Sherri Philo

Excused Absences: Ed Llerena and Dennis Ryan
Unexcused Absence: Robert Sammons

I. PRELIMINARY MATTERS

A. Agenda Additions and/or Deletions

There were no changes to the agenda.

II. APPROVAL OF MINUTES

A. Regular Meeting – November 18, 2010

Mr. Doty made a motion to approve the minutes of the November 18, 2010 Planning and Zoning Board meeting. Mr. McCracken seconded the motion and it passed unanimously.

III. PUBLIC HEARINGS

[QUASI-JUDICIAL]

A. A specimen tree removal application submitted by Croom Construction Company to remove one (1) Laurel Oak tree 21½-inches in diameter for site development and proposed mitigation for a property located at 18 Dolphin Drive (#TR10-000100).

The Deputy City Clerk swore in all witnesses that would be testifying at today's meeting enmasse.

Mrs. Maria Lewicka, Urban Planner, reported that staff reviewed the tree removal application and found that the need for the tree removal has been created by the proposed addition to the single family residence and sufficient evidence was not provided by the applicant to demonstrate that reasonable effort was made to preserve the tree through relocation or alteration of the design. Therefore, staff finds the conditions set forth in Code Section 72.42 (1)(e) have not been met and recommends denial of the application unless the applicant is able to demonstrate to the Board that the conditions have been met.

Mr. Mucher said asked are there any photographs of the tree.

Mrs. Lewicka answered no. She reported that it is a Laurel Oak Tree that is in good shape.

At this time, the Deputy City Clerk swore in Mr. Wilbur C. Biggin, Jr., Property Owner.

Mr. Biggin reported that the proposed addition would be within seven to eight feet of the tree. He had two major concerns with the tree. One was in doing the excavation for the addition it would disrupt the roots on the north side of the tree, which would make it susceptible to fall over during a storm. The second concern was that the root system has grown under the foundation. He also felt that after construction the tree would be susceptible to disease. He said that there was no place on his property to relocate the tree.

Mr. Norris asked has construction started.

Mr. Biggin answered no.

Mr. Norris asked was an Arborist consulted regarding root damage, disease, etc.

Mr. Biggin said that the person who would be doing the landscaping said that the tree could be susceptible to disease.

Mr. Vogt asked was this construction an addition to the original plan.

Mr. Biggin said it is an addition to an existing home.

Mr. Vogt asked has the plan been approved.

Mr. Biggin said it is currently in the permitting process.

Mrs. Lewicka reported that she received the last review on the addition yesterday.

Mr. Mucher said in looking at the illustration provided, it looks like there is about 15 to 20 feet from the foundation to the tree.

Mr. Biggin stated that the property owner to the east of their property had some work done and the root system from this tree was all the way to his property.

Mr. Mucher said that was about 100 feet.

Mr. Biggin said that the roots were going towards the water.

Mr. Kennedy asked are there other Oak Trees on the property.

Mr. Biggin said there is a very large Oak Tree on the west of the property.

Mr. Kennedy asked are there a lot of Oak Trees in the neighborhood.

Mr. Biggin said that he has not really looked, but thought that there was one Oak Tree in the neighborhood.

Mr. McCracken asked is there an Arborist on staff and have they assessed the health of the tree.

Mr. Tim McGarry, Planning and Development Director, reported that there is not an Arborist on staff, but during the process, staff would look at the tree and if they are unable to tell then they would require the property owner to bring in a certified Arborist.

The Vice Chairman closed the public hearing at 1:50 p.m., with no one else wishing to be heard.

Mr. Doty said that in the end they may have enough evidence to justify removal of the tree, but at this point he felt that they needed to support staff. He felt that if they grant this then they would not be following their own criteria. If the property owner had an opinion of a certified Arborist that the tree was going to die in the process or would be a danger to the home then that would be different.

Mr. Norris made a motion to approve the application submitted by Croom Construction Company for the specimen tree removal permit required for the construction of a 402 square feet addition to a single-family residence proposed at 18 Dolphin Drive – Specimen Tree Removal/Relocation Permit Application #TR10-000100. Mr. Kennedy seconded the motion.

Mr. McCracken felt that a certain amount of root damage could be sustained by the tree and still have it unaffected. Therefore, in his opinion, the proximity of the tree and the building could coincide with each other.

Mr. Norris reported for the record that he and Mr. David Croom were partners in a project unrelated to Croom Construction and this would not influence the way he would vote.

The motion failed 4-2 with Mr. Kennedy voting yes, Mr. McCracken no, Mr. Norris yes, Mr. Doty no, Mr. Mucher no and Mr. Vogt no.

Mr. McGarry asked the Board if the applicant was to bring in an opinion from a certified Arborist, would they be willing to reconsider this. The Board said that they would.

[LEGISLATIVE]

B. An application submitted by St. Edward's School, Inc., to amend the Future Land Use Map of the City of Vero Beach, Florida, by changing the designation of GU, Government/Institutional/Public Use, to RL, Residential Low, for 5.57 acres located on the west side of Club Drive south of Bay Oak Lane (#C10-000004-FLUM-MAP).

Mr. McGarry gave a brief report on the application submitted by St. Edward's School to amend the Future Land Use Map (on file in the City Clerk's office). He reported that this parcel contains 5.57 acres. The existing future land use designation is Government/Institutional/Public Use (GU) and the proposed future land use application is for Residential Low (RL), which allows six units per acre. The existing zoning is R-1AA, which

is a minimum of 15,000 square foot lots and yields less than three units per acre. He stated that part of the building (St. Edwards School) is historic. He reported that the existing zoning designation of R-1AA conflicts with the Land Use designation of GU. The current designation of GU only allows educational facilities and public utilities. He reported that the GU designation is not consistent with the corporate policy in the comprehensive plan. Staff recommends approval of the proposed future Land Use Map amendment designating the property to RL.

Mr. Mucher asked if they approve this, would it prevent another school from going in there.

Mr. McGarry explained that schools are allowed under the RL designation.

Mr. McCracken asked what is the maximum number of homes that would be allowed.

Mr. McGarry said one of the prospective purchasers showed 10 units (10 lots).

Mr. Kennedy asked if they change the Future Land Use Plan, does that preclude a charter school or nursing home from going on the property.

Mr. McGarry answered no.

Mr. McCracken referred to page five of six where it states "zoning limits residential development to 10 – 16 lots." He said that Mr. McGarry said it would be 10 lots.

Mr. McGarry said realistically they would get around 10 lots.

Mr. McCracken asked if they split the acreage up to 10 lots, would those 10 lots be comparable to the surrounding properties.

Mr. McGarry answered yes.

Mr. Bruce Barkett, Attorney representing the applicant, said there was a prospective purchaser who hired Matt McGuire and Associates to put together a site plan for a plat, which had 10 lots. Mr. Barkett said that he compared the plat to an aerial of the property and the lots were exactly comparable to the surrounding properties. He showed the Board the Planning Map of the area, which was good planning. He then showed the Board the Land Use Map, which was bad planning and that is what they were trying to correct. Right now the property cannot be used for the zoning it has.

Mr. George Hanlon (spelling may be incorrect) stated that he is a resident of Riomar and knows the area well. He said that he has three lots, which average anywhere from 15,000 to 18,000 square feet. The proposed lots would be 15,000 square feet or larger, which would be very compatible with the neighborhood.

Mr. Jim Gillon, 2743 Ocean Drive, felt that in moving this forward it would be wise to get the owner to agree that they won't change the zoning. He hoped that they (purchaser) would consider some effort to salvage the historic building.

The Vice Chairman closed the public hearing at 2:10 p.m., with no one else wishing to speak.

Mr. Kennedy made a motion to approve the amendment of the Comprehensive Plan Future Land Use Map to re-designate plus or minus 5.57 acres from GU to RL. Mr. Mucher seconded the motion and it passed 6-0 with Mr. Kennedy voting yes, Mr. McCracken yes, Mr. Norris yes, Mr. Doty yes, Mr. Mucher yes and Mr. Vogt yes.

[LEGISLATIVE]

C. Public Hearing to Consider Annual Update to the Capital Improvements Element of the City of Vero Beach Comprehensive Plan (#C10-000005-CLP-TXT).

Mr. McGarry said that he would like to have this move forward today so it could go before the City Council. He briefly gave an overview of the supplemental information on the annual update to the Capital Improvements of the City of Vero Beach Comprehensive Plan (on file in the City Clerk's office). He asked that the Board approve this to go before the City Council for their approval.

Mr. Kennedy made a motion to approve the Capital Improvements Element of the City of Vero Beach Comprehensive Plan #C10-000005-CLP-TXT to be submitted to City Council for their approval. Mr. Doty seconded the motion.

Mr. McCracken referred to the expenditures for potable water and sanitary sewer. He asked isn't the City primarily built out in that capacity. He asked does the expenditure go for maintenance.

Mr. McGarry said a lot of the expenditure would go for maintenance and there are things that come along with new environmental regulations.

Mr. McCracken said the sanitary sewer expenditures were drastically cut. He asked are they cutting the budget and then have a major shortfall down the road.

Mr. McGarry said a water and sewer rate study was done and it was his understanding that some of the projects could be put off and some reduced in scope.

Mr. McCracken was concerned that the City Council may be making decisions that are politically correct in not raising taxes rather than doing the right thing. He could not see how they could go from $5.1 million dollars to $1.5 million dollars in expenditures in one year when they know that maintenance needs to be done.

Mr. McGarry explained that these were capital expenditures.

The motion passed 6-0 with Mr. Kennedy yes, Mr. McCracken yes, Mr. Norris yes, Mr. Doty yes, Mr. Mucher yes and Mr. Vogt yes.

IV. PLANNING DEPARTMENT MATTERS

Mr. McGarry reported that the Evaluation Appraisal Report has been found sufficient by the Department of Community Affairs.

Mr. McGarry said that he did not have anything to report to the Board for their December 16th meeting. The Board members agreed to cancel their December 16, 2010 meeting.

V. CHAIRMAN'S MATTERS

None

VI. ADJOURNMENT

Today's meeting adjourned at 2:30 p.m.

/sp

PLANNING AND ZONING BOARD MINUTES
THURSDAY, NOVEMBER 18, 2010, AT 1:30 PM
CITY HALL, TRAINING ROOM, VERO BEACH, FLORIDA

PRESENT: Chairman, Dennis Ryan; Vice Chairman, Charles Vogt; Members: Mark Mucher, Ed Llerena, Scott McCracken, Robert Sammons, Kevin Doty and Cliff Norris **Also Present:** Planning and Development Director, Tim McGarry; Assistant City Attorney, Wayne Coment and Deputy City Clerk, Sherri Philo

Excused Absence: Richard Kennedy
Unexcused Absence: Peter Jones

I. PRELIMINARY MATTERS

A. Agenda Additions and/or Deletions

There were no changes to the agenda.

II. APPROVAL OF MINUTES

A. Regular Mceting – October 21, 2010

Mr. Mucher made a motion to approve the minutes of the October 21, 2010 Planning and Zoning Board meeting. Mr. Llerena seconded the motion and it passed unanimously.

III. CHAIRMAN'S MATTERS

A. Election of Officers

Mr. Norris nominated Mr. Dennis Ryan for Chairman of the Planning and Zoning Board. Mr. Sammons seconded the nomination. There were no other nominations for Chairman.

Mr. Llerena nominated Mr. Charles Vogt for Vice Chairman of the Planning and Zoning Board. Mr. Doty seconded the nomination. There were no other nominations for Vice Chairman.

Mr. Norris nominated Mr. Kevin Doty for Chairman Pro-tem of the Planning and Zoning Board. Mr. Sammons seconded the nomination. There were no other nominations for Chairman Pro-tem.

Nominations were closed and Mr. Ryan was unanimously elected Chairman of the Planning and Zoning Board.

Mr. Vogt was unanimously elected Vice Chairman of the Planning and Zoning Board.

Mr. Doty was unanimously elected Chairman Pro-tem of the Planning and Zoning Board.

IV. PUBLIC HEARING

[LEGISLATIVE]

A. Public Hearing to Consider Annual Update to the Capital Improvements Element of the City of Vero Beach Comprehensive Plan (#C10-000005-CLP-TXT).

Mr. Tim McGarry, Planning and Development Director, explained that the Capital Improvements Element of the City of Vero Beach Comprehensive Plan is required by the State to be updated every year. He noted that this is the second year for an update. He explained that the projects listed in the Capital Improvements Element were in the five year capital program that was approved by the City Council. He briefly went over the proposed Capital Improvements Element with the Board (on file in the City Clerk's office).

Mr. Mucher referred to page 9-2, Sanitary Sewer. He felt that with the new City Council, they can throw that out.

Mr. McGarry said that the City has to show that they are financially capable. He noted that at this point, a decision has not been made on what is going to be done.

Mr. Mucher said that he (Mr. McGarry) was making the assumption that this report was worth the paper it was printed on.

Mr. McGarry said that they have to make that assumption. He explained that the City is required to maintain concurrency. They do not have an alternative at this point.

Mr. Mucher asked is the concurrency primarily on the capacity increase.

Mr. McGarry answered yes. He noted that the City has plenty of capacity in its system.

Mr. Mucher asked then why are they planning for a capacity increase. He noted that it states that they were going from 4.5 MGD to 6.0 MGD.

Mr. McGarry explained that those were the options that were looked at during the engineering study that was done a few years ago. He said that would be updated.

Mr. Mucher said that they were going to have to rewrite that entire area.

Mr. McGarry explained that a lot of the decisions and numbers listed were already approved by the City Council during the annual budget.

Mr. Vogt assumed that the information listed was their best guess. He said that this could change tomorrow contingent on events that could occur. He felt that this report brings everything to the reality that they can't do all the things they would like. They would have to categorize and prioritize them based upon factors, such as safety, emergency, etc. He felt that this was a good idea. He noted the fact that if the City doesn't do this they are going to be penalized.

Mr. Doty appreciated this report as a reference. He said that he received a telephone call regarding work that was being done at Bob Summer's Park and he was able to look at this report and tell them what the project was.

Mr. Sammons appreciated having this information because he felt it would be very helpful for them to know what is going on throughout the City. What he didn't understand was that they didn't put this year's budgeted cost along with last year's budgeted cost in the report. He felt that this would give them a relevant idea of how much of an increase they had.

Mr. McGarry suggested that the Board members look at last year's Capital Improvements Element so they could see where changes were done and what projects were deferred.

Mr. Mucher referred to page 9-27, Table 9.10 – Ad Valorem Taxes and Millage Rates. He noted that it showed an increase in the tax roll of three percent next year and Mr. Jason Brown's (of Indian River County) estimate showed a considerable decrease.

Mr. McGarry said it could be likely that they would have lower numbers next year.

Mr. Ryan asked what would happen with these numbers if the City was to sell the electric system and combine the water and sewer system.

Mr. McGarry explained that the electric system was not part of the capital improvement schedule. He said that it is important because of transfer of revenue. He said that they had to look at the most reasonable projections.

Mr. Doty appreciated all the hard work that has been done on this. He wondered if the Board was being asked to recommend approval of this to Council.

Mr. McGarry answered yes. He explained that they were requesting approval by the Board to send this to Council with their recommendation that they adopt this as an amendment to the Capital Improvement Element.

Mr. Doty said that it would be with the understanding that the numbers would change.

Mr. McGarry said that was correct.

Mr. Vogt said one thing that happens with a plan like this is that every year they review and modify it as necessary and it becomes more accurate as time goes by.

Mr. Norris referred to page 9-31, Debt Service. He stated that they were showing a 40% increase and he has not been able to find backup for that figure. He asked for more information on this.

The Chairman opened the public hearing at 2:00 p.m.

Mr. Craig Fletcher, Councilmember, said that this Board has an enormous cross section of background and if they see something that raises a red flag, he would like to know what it is. He asked if they see a red flag that they send their concerns to Council along with their recommendations.

Mr. Norris asked is there a deadline for this to go to the State.

Mr. McGarry said it was supposed to be adopted by the City Council by December 1, 2010, but that is not an issue.

Mr. Norris said that he would like backup information on areas that they were unsure of and discuss this at their next meeting.

Mr. McCracken asked since this was done last year, can the Board get a copy of last year's numbers so they can see how the predictions from last year compares to this year.

Mr. McGarry answered yes.

Mr. Doty said that he was also concerned with the debt service figure that Mr. Norris brought up.

Mr. Vogt suggested that Mr. McGarry write down the significant changes and the reason for the changes.

The Chairman closed the public hearing at 2:10 p.m., with no one else wishing to be heard.

Mr. Sammons made a motion to table this item until their December 2, 1010 meeting. Mr. Vogt seconded the motion and it passed 8-0 with Mr. Llerena voting yes, Mr. Mucher yes, Mr. Sammons yes, Mr. Doty yes, Mr. Norris yes, Mr. McCracken yes, Mr. Vogt yes and Mr. Ryan yes.

V. PLANNING DEPARTMENT MATTERS

None.

VI. CHAIRMAN'S MATTERS

None.

VII. ADJOURNMENT

Today's meeting adjourned at 2:10 p.m.

/sp

4-D

City Council Agenda Item
Meeting of December 21, 2010

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, Interim City Manager

DATE: December 14, 2010

SUBJECT: **Land Swap with Indian River County**

DEPARTMENT: City Manager's Office

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 Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, Interim City Manager Monte K. Falls 12/14

DATE: December 14, 2010

SUBJECT: **Land Swap with Indian River County**

Recommended Actions:

1) Conceptually approve the Property Exchange Agreement with Indian River County.

2) Conceptually approve the land swap with Indian River County and authorize a public hearing on January 18, 2011.

Financial Impact: None

Background:

At its December 7, 2010 meeting, the City Council gave staff authority to continue negotiations with Indian River County concerning a possible land swap at the former Dodgertown property. The City's negotiating team (Interim City Manager Monte Falls, Chief Surveyor David Gay, and City Attorney Charles Vitunac) and the County's negotiating team (County Attorney Alan Polackwich and Deputy County Attorney Bill DeBraal) have drafted an agreement which they feel protects the interests of both sides while providing the cloverleaf site requested by Minor League Baseball (MiLB). The actions recommended in the proposal are included in the attached Property Exchange Agreement.

The negotiating teams propose the following schedule for consideration of the land swap proposal. At the December 21, 2010, meeting of each governing body, the negotiating teams will present the proposal to their commission or council for conceptual approval only. If both governing bodies give said conceptual approval, the County and the City will each advertise in the Vero Beach *Press Journal* on January 4, 2011, and January 11, 2011, for separate public hearings to be held on January 18, 2011. (These hearings are required by law for such a land transaction.) If, after the public hearings, the two governing bodies are in agreement, then the Property Exchange Agreement would be executed, and, as soon as possible thereafter, the closing will take place.

The proposal is as follows (please refer to the aerial photograph attached).

The City will deed 11.93 acres of land to the County the ("Cloverleaf Property") and the County will deed 10.85 acres of land to the City the ("Parking Property"). The Cloverleaf Property will not be subject to the restriction that it be used only for green space, recreational uses, or a golf course. The Parking Property will be made subject to that restriction, which already applies to the rest of the City-owned land at the former golf course.

Also, the City will grant a Revocable Parking License to the County to use (in order of availability) the Parking Property (proposed license area A), proposed license area B, or proposed license area C. Proposed license areas B and C are located on Airport land lying north of Aviation Boulevard. The parking may be used by the County for twenty days per year and by the County's tenant at the facility whenever said tenant has an event requiring parking. If all three properties are unavailable then the County must find its own parking. In this regard, the City, through Planning and Development Director Tim McGarry, has certified that there is sufficient parking "on-site" at the County's Sports Village to satisfy all City parking requirements.

In addition, the City will grant easements to the County for access to the Cloverleaf Property from 43rd Avenue adjacent to the main canal on the south, and, when the Parking Property is used for parking, an easement from the south-east property line of the Parking Property to the Cloverleaf Property. There will also be easements exchanged to handle various drainage and access issues, including access to the heart-shaped pond which will be used by both entities for storm water management and irrigation.

The result of all these transactions would be that the City would own in fee simple a rectangular piece of property of approximately 35.5 acres subject to a revocable Parking License over 10.85 acres, certain drainage and access easements, and a restriction over all the property that it be used, until the year 2045, only for green space, recreational uses, or a golf course. The County would own the balance of the former Dodgertown property as a compact, contiguous property.

The staff recommends that the City Council: 1) conceptually approve of the Property Exchange Agreement with Indian River County; and 2) conceptually approve the land swap with Indian River County and authorize a public hearing on January 18, 2011.

Attachments

List of Dodgertown Property Exchange Documents

Table of Contents:

1. Aerial photograph of Properties.
2. Property Exchange Agreement.
3. Special Warranty Deed (City to County).
4. Special Warranty Deed (County to City).
5. Termination of Parking Lease Agreement.
6. Parking License Agreement.
7. Parking Estoppel Certificate from City.
8. First Amendment to Declaration of Covenants, Conditions, and Restrictions.
9. Third Amendment to Collateral Development Agreement.
10. First Amendment to Interlocal Agreement.
11. First Amendment to Facility Lease Agreement (with MiLB).
12. Consent and Waiver by MiLB Vero Beach, LLC and National Association of Professional Baseball Leagues, Inc. to Agreements.
13. Easement from City for drainage from 43rd Ave across City property to heart shaped pond.
14. Easement from City for access to the 11.93 acre parcel from 43rd Ave (also includes irrigation purposes related to pump from relief canal to heart shaped pond).
15. Easement from County for use of the heart shaped pond for City drainage and irrigation.

NOTE: EXHIBITS AND LEGAL DESCRIPTION S ARE NOT ATTACHED TO SOME OF THE ABOVE DOCUMENTS. THESE WILL BE ATTACHED TO FINAL DOCUMENTS.

PROPERTY EXCHANGE AGREEMENT
between
INDIAN RIVER COUNTY
and the
CITY OF VERO BEACH

THIS AGREEMENT to exchange real property ("Agreement") is made and entered into as of the _____ day of _____, 2010 by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, Florida 32960 ("County") and the CITY OF VERO BEACH, a municipality of the State of Florida, 1053 20th Place, Vero Beach, Florida 32960 ("City") as follows:

WHEREAS, in August 2001, the County purchased the property formerly known as Dodgertown, now known as the Vero Beach Sports Village, a 61.75 acre site that was the former spring training location of the Los Angeles Dodgers ("Dodgertown"); and

WHEREAS, in June 2004, the County acquired a 9.13 acre parcel of property located to the west and south of Holman Stadium ("County Property"); and

WHEREAS, in November 2005, the City purchased two parcels of property that made up a portion of the old Dodgertown nine hole golf course: a 30.87 acre tract lying at the northeast corner of 43rd Avenue and the Main Relief Canal together with a 6.13 acre parcel lying at the southeast corner of 43rd Avenue and 26th Street ("City Property"); and

WHEREAS, the parties have identified portions of the aforesaid properties which they desire to exchange: (a) an 11.93 acre parcel in the southeast portion of the City Property, which parcel is more fully described on Exhibit A attached hereto ("Cloverleaf Property"), and (a) a 10.38 acre parcel consisting of 8.53 acres of the County Property and 1.85 acres of the Dodgertown property located immediately east and adjacent to the aforesaid 8.53 acres, which parcel is more fully described on Exhibit B attached hereto ("Parking Property"); and

WHEREAS, the County agrees to transfer the Parking Property to the City, and the City agrees to transfer the Cloverleaf Property to the County, subject to the terms and conditions set forth below; and

WHEREAS, the exchange by the County is made pursuant to Florida Statutes 125.37 and to Section 2-372 of the Code of Ordinances of the City of Vero Beach and has been or will be advertised once a week for two consecutive weeks in the Vero Beach Press Journal,

NOW, THEREFORE, for valuable consideration the parties agree as follows:

1. **Recitals.** The above recitations are true and correct and are incorporated herein.

2. **Exhibits.** All Exhibits attached to this Agreement are incorporated into the Agreement.

3. **Exchange of Properties.** The County shall convey the Parking Property to the City by Special Warranty Deed, and the City shall convey the Cloverleaf Property to the County by Special Warranty Deed.

4. **Deed Restrictions.** The parties shall (a) amend the Declaration of Covenants, Conditions, and Restrictions recorded at OR Book 1961, Page 978, Public Records of Indian River County, Florida (all OR Book and Page references hereafter shall refer to the Public Records of Indian River County, Florida), to (i) remove the Cloverleaf Property from the Declaration, and (ii) include the Parking Property in the Declaration, and (b) amend the Collateral Development Agreement recorded at OR Book 1426, Page 596, to remove the Cloverleaf Property.

5. **Parking.** The parties shall (a) terminate the Parking Property Lease Agreement recorded at OR Book 1961, Page 1004, and (b) enter into a Parking License Agreement with respect to the Parking Property and two other parcels of property owned by the City and located to the north of Dodgertown, consisting of a 3.3 acre site north of 26th Street and north of Holman Stadium, and a 4.6 acre site north of 26th Street and east of Holman Stadium.

6. **Parking Certification**. The City shall certify to the County that parking in compliance with all City parking codes and regulations for a maximum capacity event at Dodgertown exists onsite within the Dodgertown facility, including the areas historically used for parking, the four (4) baseball practice fields and two (2) half baseball practice fields, the Cloverleaf Property and other open areas within the facility.

7. **Interlocal Agreement**. The parties shall amend the Interlocal Agreement recorded at OR Book 1353, Page 971 to make clear that neither the Cloverleaf Property nor the Parking Property shall be subject to such agreement.

8. **Conveyance of Easements by the City.** The City shall convey to the County (a) an easement for access to the Cloverleaf Property from 43rd Avenue along the northern edge of the Main Relief Canal, (b) an easement for drainage of stormwater from 43rd Avenue in its future expanded condition across the remaining City Property, and (c) an easement for access and maintenance to the pump house, pumps and heart shaped retention pond.

9. **Conveyance of Easements by the County.** The County shall convey to the City an easement for access, maintenance and use for irrigation purposes to the pump house, pumps and heart shaped retention pond. The easement for use for irrigation is limited to irrigating those parcels that make up the remaining City Property.

10. **Conditions to Closing.** The closing of the exchange shall be conditioned upon the occurrence of each and every of the following conditions:

a) The preparation of final transaction documents implementing the provisions of this agreement;
b) The execution and delivery by MiLB Vero Beach, LLC and National Association of Baseball Leagues, Inc. of a First Amendment to Facility Lease Agreement, a Consent and Waiver to certain of the final transaction documents, and a Termination of Parking Property Lease Agreement;
c) The execution and delivery by DT Commons, LLC of a Third Amendment to Collateral Development Agreement;
d) Title information reasonably acceptable to the recipient of each of the exchanged parcels, including no lien affidavits at closing.
e) Other closing documents reasonably required by either party;
f) Compliance by the County with 125.37, Florida Statutes and Section 2-372 of the Code of Ordinances of the City of Vero Beach.
g) All of the above shall be in form and substance acceptable to the City Council and the County Commission, and their respective staffs.

11. **Closing.** The closing shall take place within thirty (30) days after execution of this agreement by all parties, but in any event, not prior to County's compliance with 125.37, Florida Statutes and to Section 2-372 of the Code of Ordinances of the City of Vero Beach, which shall extend the closing date, if necessary. Each party shall pay its own closing costs and recording fees.

12. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF the County and the City has caused these presents to be executed in their names, the day and year first above written.

Attest: Jeffrey K. Barton,
Clerk of Court

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Bob Solari, Chairman

BCC Approved:_____

Approved:

By:_____
Joseph A. Baird
County Administrator

Approved as to form and legal sufficiency

By: _____
William K. DeBraal
Deputy County Attorney

Attest:

BY: _____
Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

BY: _____
Jay Kramer, Mayor

Council Approved:_____

Approved as conforming to municipal policy:

By:_____
Monte Falls
Interim City Manager

Approved as to form and legal sufficiency:

By: _____
Charles Vitunac
City Attorney

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed the _____ day of _____, 2010, by the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida, 1053 20th Place, Vero Beach, FL 32960, "GRANTOR," in favor of Indian River County, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, "GRANTEE,"

WITNESSETH: That the said GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and convey unto the said GRANTEE forever, all the right, title, interest, claim, and demand which the said GRANTOR has in and to the following-described lot, piece, or parcel of land, situate, lying, and being in the County of Indian River, State of Florida, to wit:

Being a part of:

Dodgertown Parcel 3A as described in Official Record Book 1961, Page 968

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said GRANTOR, either in law or equity, to the only proper use and benefit of the said GRANTEE forever.

AND GRANTOR covenants with GRANTEE that the premises are free from all encumbrances made by GRANTOR and GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through, or under GRANTOR but against none other.

ATTEST:

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

GRANTOR (CITY OF VERO BEACH, FLORIDA)

Sign: _____
Print: Jay Kramer
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My 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 document prepared in the
Office of the City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

EXHIBIT "A"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3-A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a Point on the East right-of-way of 43rd Avenue;

Thence South 89°45'39" East for a distance of 345.39 feet;

Thence South 00°14'21" West for a distance of 85.00 feet to the Southwest corner of Dodgertown Parcel 2A;

Thence continue South 89°45'39" East along the South line of said Parcel 2A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along said South line of Parcel 2A for a distance of 468.25 feet to the Southeast corner of said Parcel 2A;

Thence South 63°53'04" East for a distance of 326.67 feet to a point on the East line of Dodgertown Parcel 3A;

Thence South 18°15'41" East along said East line of Parcel 3A for a distance of 386.49 feet to the Southeast corner of said Parcel 3A;

Thence South 69°22'53" West for a distance of 898.97 feet;

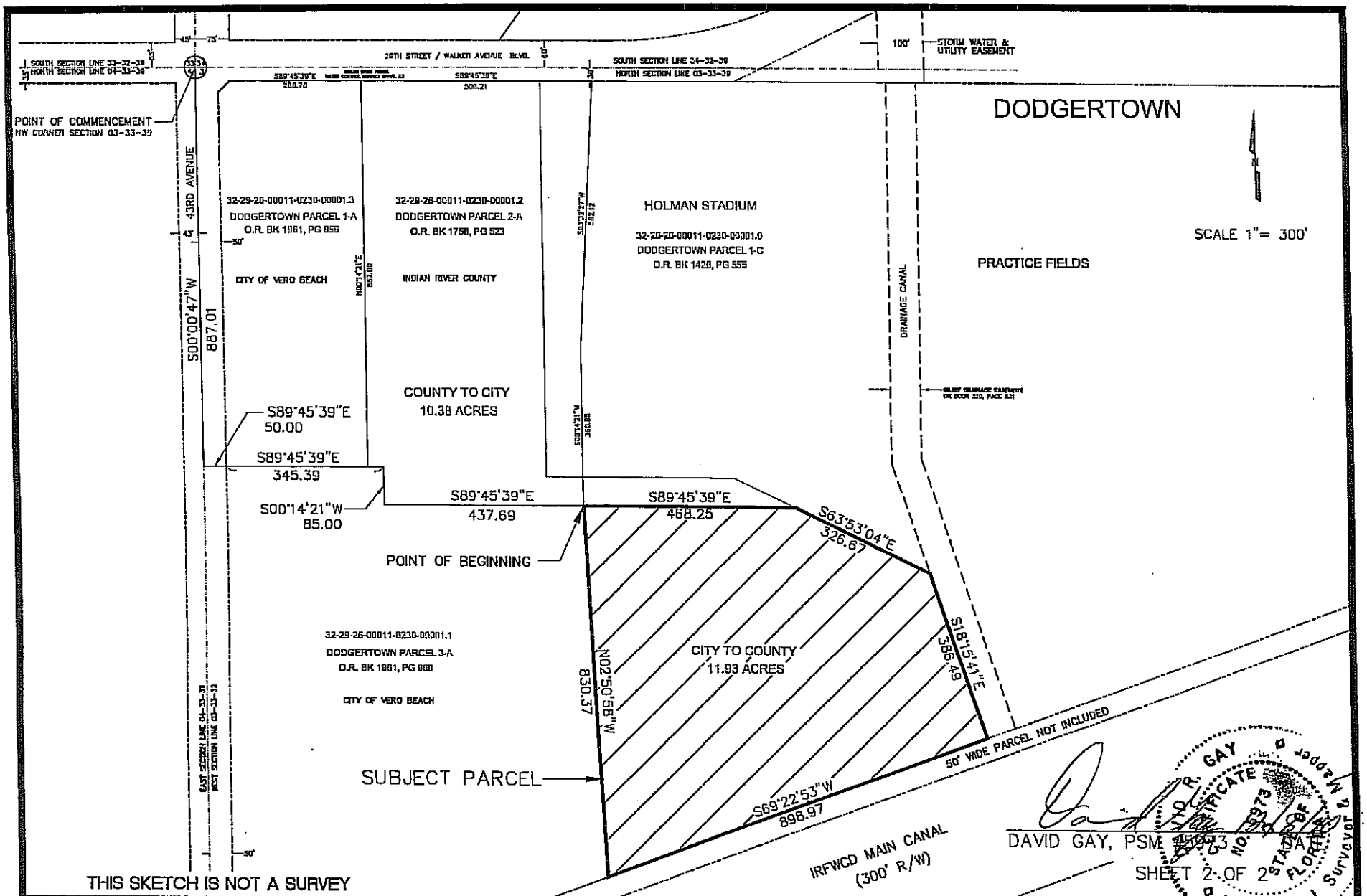
Thence North 02°50'58" West for a distance of 830.37 feet to the Point of Beginning;

Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.

David R. Gay, PSM #5973

S:\Property Descriptions\2010\2010-20_Dodgertown Portions & 3A_Nov 8 2010.doc



CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	REVISED BY
DEPARTMENT OF PUBLIC WORKS	11.93 ACRE PARCEL–DEED CITY TO COUNTY	CITY PROJECT NO. 2010–20		DRWN.BY	DATE
SURVEY DIVISION	SECTION 03–33–39	DATE 01/2009	DRWN BY DG / CHKD BY MKF	DESCRIPTION	

Parcel Exchange VBSV
Tax ID #_____
Instrument prepared by and should be returned to the County Attorney's Office 1801 27th Street, Vero Beach, FL 32960

SPECIAL WARRANTY DEED

THIS DEED, made this _____ day of _____, 20___, between the **INDIAN RIVER COUNTY, a political subdivision of the State of Florida,** 1801 27th Street, Vero Beach, FL 32960, GRANTOR, and **CITY OF VERO BEACH, a Florida municipal corporation,** the address of which is 1053 20th Place, Vero Beach, FL 32960, GRANTEE,

*Whenever used herein the term GRANTOR and GRANTEE include all parties to this instrument and their heirs, legal representatives, successors, and assigns.

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt of which is hereby acknowledged, conveys to the GRANTEE and GRANTEE'S administrators and assigns forever the following described land, situate, lying, and being in Indian River County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF [PARKING PROPERTY]

AND GRANTOR covenants with GRANTEE that the premises are free from all encumbrances made by GRANTOR and GRANTOR will warrant and defend against the lawful claims and demands of all persons claiming by, through, or under GRANTOR but against none other.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairman of said Board, the day and year aforesaid.

INDIAN RIVER COUNTY, FLORIDA
By its Board of County Commissioners

Attest: J.K. Barton, Clerk

By:_____
Deputy Clerk

(Official Seal)

By:_____
Bob Solari, Chairman

BCC approved: _____

Approved as to form and legal sufficiency:

_____
William K. DeBraal
Deputy County Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 2-A & 1-C

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°45'39" East and parallel with the north line of said Section 3 for a distance of 75.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°45'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A, said point also being the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along said South right-of-way for a distance of 506.21 feet;

Thence South 3°32'27" West for a distance of 582.12 feet;

Thence South 00°14'21" West for a distance of 360.85 feet to a point on the South line of Dodgertown Parcel 2A;

Thence North 89°45'39" West along said South line of Parcel 2A for a distance of 437.69 feet to the Southwest corner of said Parcel 2A;

Thence North 00°14'21" East for a distance of 85.00 feet;

Thence North 89°45'39" West for a distance of 35.00 feet;

Thence North 00°14'21" East along the West line of said Parcel 2A for a distance of 857.00 feet to the Point of Beginning;

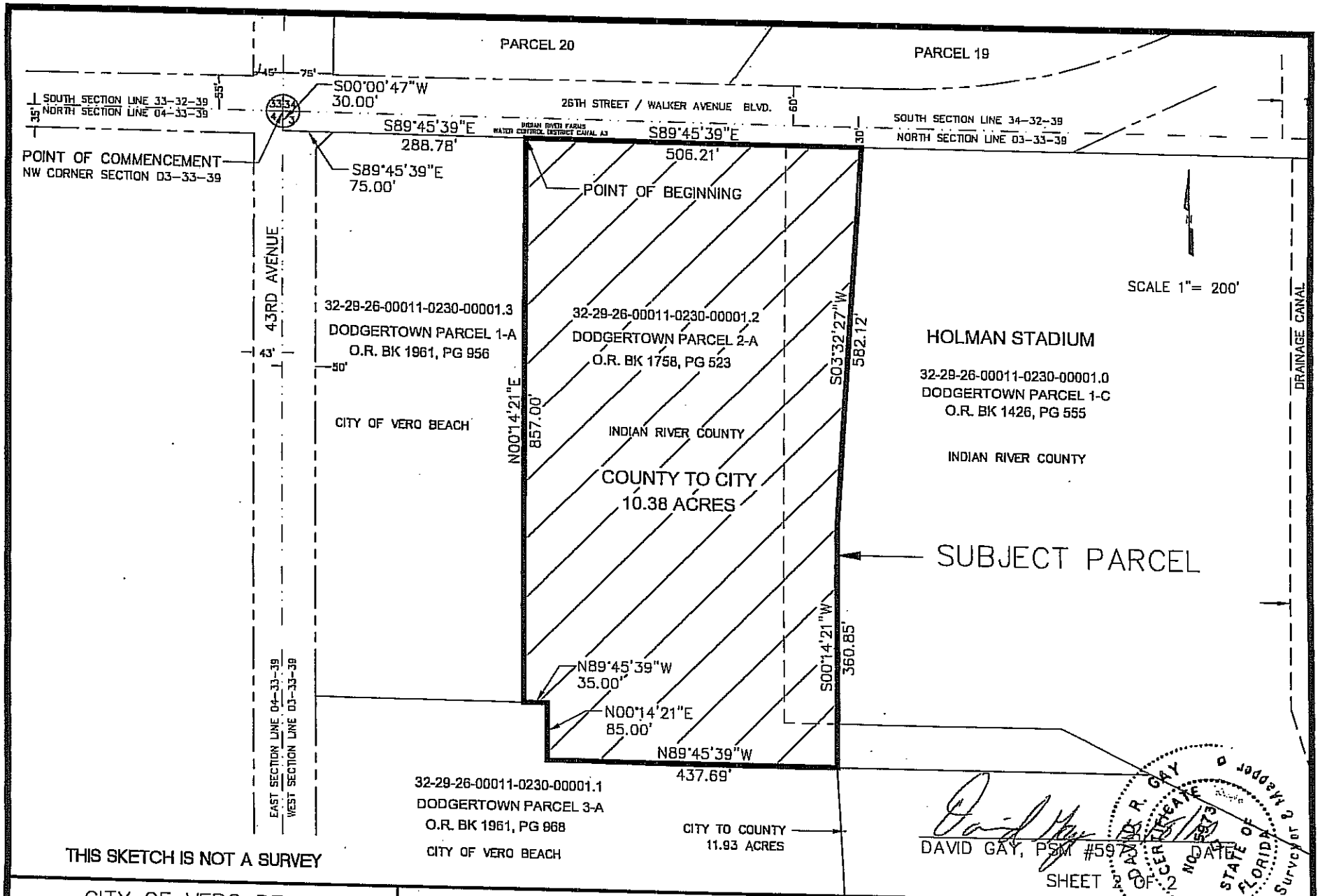
Said Parcel containing 452,042 square feet or 10.38 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.

David R. Gay, PSM #5973

DAVID R. GAY
CERTIFICATE
NO. 5973
STATE OF
FLORIDA
Professional Surveyor & Mapper

S:\Property Descriptions\2010\2010-20_Dodgertown Portions & 2A_Nov 8 2010.doc



CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	AUTHORIZED BY
DEPARTMENT OF PUBLIC WORKS	10.38 ACRE PARCEL–DEED COUNTY TO CITY	CITY PROJECT NO. 2010–20		DRWN BY	DATE
SURVEY DIVISION	PORTION OF SECTION 03–33–39	DATE 11/2010	DRWN BY DG / CHKD BY MKF	DESCRIPTION	

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

TERMINATION OF PARKING PROPERTY LEASE AGREEMENT

THIS TERMINATION AGREEMENT is entered into as of the ____ day of _____, 201__ by and between Indian River County, a political subdivision of the State of Florida ("County"), the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City"), and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB").

WHEREAS, on November 17, 2005, Los Angeles Dodgers LLC, a Delaware limited liability company ("Dodgers") and City entered into that certain Parking Property Lease Agreement, recorded at OR Book 1961, Page 1004, Public Records of Indian River County, Florida ("Parking Lease"); and

WHEREAS, on February 19, 2008, Dodgers, County and City entered into that certain Third Amendment to Facility Lease Agreement, which had the effect of terminating the Facility Lease Agreement between Dodgers and County, dated as of September 1, 2000; and

WHEREAS, by reason of the termination of the Facility Lease Agreement, and more specifically, pursuant to section 13.02 of the Parking Lease and section 3.02(f) of the Third Amendment to Facility Lease Agreement, County assumed all rights and obligations of Dodgers in and to the Parking Lease; and

WHEREAS, MiLB is deemed to be the sublessor under the Parking Lease, pursuant to section 7 of that certain Estoppel Certificate between County, City and MiLB, dated May 20 and 26, 2009; and

WHEREAS, City, County and MiLB are now the sole parties of interest with respect to the Parking Lease, and desire to terminate the Parking Lease, as set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Termination of Parking Lease**. The Parking Lease is hereby terminated and declared to be of no further force or effect; provided, however, that sections 9.01, 9.02 and 9.03

(relating to indemnification) shall survive the termination for a period of four (4) years from the date hereof.

3. **Recordation**. A copy of this Termination Agreement shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By: _____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By: _____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign: _____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign: _____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By: _____
Charles P. Vitunac, City Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by JAY KRAMER, as Mayor, 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, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Signed, sealed and delivered in the presence of:

_____
Print name: _____

_____
Print name: _____

MiLB VERO BEACH LLC, a Florida limited liability company ("MiLB"), by National Association of Professional Baseball Leagues, Inc., a Florida corporation, its managing member

By: _____
Print Name: _____
Print Title: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by _____, the _____ of National Association of Professional Baseball Leagues, Inc., a Florida corporation, managing member of MiLB VERO BEACH LLC, a Florida limited liability company, ☐ who is personally known to me, or ☐ who has produced _____, as identification, and who did not take an oath..

NOTARY PUBLIC, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

PARKING LICENSE AGREEMENT

THIS AGREEMENT is entered into as of the ____ day of _____, 201__ by and between Indian River County, a political subdivision of the State of Florida ("County"), and the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, City owns, or will own through transactions completed simultaneously with the execution of this Agreement, certain parcels of real property located in the vicinity of the Dodgertown Facility; and

WHEREAS, City is willing to provide a license to County to use such parcels of real property for parking related to the Dodgertown Facility, as set forth herein.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Definitions**. The following terms shall have the following meanings:

   a. License Area A shall mean real property consisting of approximately 10.38 acres located immediately west of Holman Stadium, more fully described on Exhibit A attached hereto;

   b. License Area B shall mean real property consisting of approximately 3.3 acres located north of 26th Street and north of License Area A, more fully described on Exhibit A attached hereto;

   c. License Area C shall mean real property consisting of approximately 4.6 acres located north of 26th Street and east of License Area B, more fully described on Exhibit A attached hereto;

d. License Area shall mean one or more of License Area A, License Area B or License Area C, and License Areas shall mean collectively License Area A, License Area B and License Area C;

e. Cloverleaf Property shall mean the real property consisting of approximately 11.93 acres located south of Holman Stadium, more fully described on Exhibit B attached hereto;

f. Dodgertown Facility shall mean collectively the real property owned by County, including facilities and improvements thereon, more fully described on Exhibit C attached hereto;

g. Dodgertown Tenant shall mean any party to whom County leases (from time to time) all or a portion of the Dodgertown Facility. The parties acknowledge that the current Dodgertown Tenant is MiLB Vero Beach, LLC, a Florida limited liability company; and

h. Dodgertown Events shall mean any and all events and activities held on the premises of the Dodgertown Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, Dodgertown Tenant or any third party using all or a portion of the Dodgertown Facility with the consent of County or Dodgertown Tenant.

3. Parking License. City hereby grants to County (a) a license to use License Area A for general parking in connection with Dodgertown Events, and (b) a secondary license to use License Area B and License Area C for general parking in connection with Dodgertown Events, in the event that the license to use License Area A is revoked by City. County shall have the right to use the License Areas up to twenty (20) days per calendar year. Dodgertown Tenant shall have the right to use the License Areas to the same extent as County, except that Dodgertown Tenant's use shall not be restricted with respect to the number of days per calendar year.

4. Notice of Use. County shall provide reasonable notice of its intent to use a License Area on dates specified in the notice. Within 10 days of receipt of such notice, City shall advise County of any conflict with any planned City use of the License Area on the same dates which is incompatible with County's use of the License Area. If City does not advise County of a conflict within the 10 day period, County may utilize the License Area for parking as set forth in the notice. In the event of a conflict, the parties shall attempt in good faith to reconcile the conflict in a manner which accommodates the interests of both parties. If accommodation of the interests of both parties is not possible, County may utilize another available License Area for parking, or may park onsite within the Dodgertown Facility.

5. Use of License Area B or License Area C. Whenever County uses License Area B or License Area C, County shall comply with the following additional requirements of the Federal Aviation Administration: County shall not interfere with airport operations surrounding roadways, or airport tenant operations; County must use the License Area in a safe and efficient

manner; and County shall not enter the secured airfield or otherwise interfere with airport operations. County understands that there are substantial federal fines for violations of federal laws and regulations applicable to airport facility access and use.

6. **Easement**. For so long as the license to use License Area A is in effect and not revoked, City shall grant to County an easement for access from License Area A to the Cloverleaf Property, which easement shall be over the real property described on Exhibit D attached hereto.

7. **Insurance**. County shall, at all times during the term hereof, carry commercial general liability insurance against personal injury and property damage with a company authorized to do business in the State of Florida and satisfactory to City, protecting City against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by County of the License Areas. Said insurance shall name City as an additional insured, with limits of coverage not less than $500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. County shall supply written proof of insurance to City within fifteen (15) days of the date this Agreement is executed, and shall continue to supply such proof to City for each term such insurance coverage is renewed.

8. **Indemnification**. To the extent permitted by law, County and City each agree to indemnify and hold harmless the other, including its commissioners, council members, officers, employees and agents, against any and all claims for damages, liabilities, costs and expenses, including reasonable attorney's fees (collectively "Claims") arising out of or relating to the use of one or more License Areas pursuant to this Agreement, provided that such Claims are determined by a court of final jurisdiction to have been caused by the negligence or other legal misconduct of the indemnifying party, and provided further that nothing herein shall be construed as a waiver of the County's or the City's sovereign immunity pursuant to section 768.28, Florida Statutes.

9. **Clean Up After Use**. After each use of a License Area, County shall leave the property in substantially the same condition that it was prior to such use.

10. **Term**. The term of this Agreement shall be indefinite until the earlier to occur of the following: (a) the revocation of all licenses for License Area A, License Area B and License Area C, or (b) the permanent use of the Dodgertown Facility for a purpose other than sports, recreation or entertainment related activities.

11. **Revocation of License**. This license agreement shall be revocable by City, in whole or in part, in the event that each of the following occurs with respect to the real property underlying such license: (a) the City decides in good faith to use the underlying real property for a purpose incompatible with continued parking, (b) in reaching such decision, the City gives due consideration to the fact that (i) the City owns other properties in the same general area which may be suitable for such incompatible use, (ii) continued use of the License Area for general parking provides an important and valuable benefit to County, and (iii) the City Council determines in good faith that the advantages of locating the incompatible use on a License Area

outweigh the advantages of locating the incompatible use on other property owned by the City, and (c) City actually uses the License Area for the incompatible use.

12. Remedies. In the event of breach of this Agreement by either party, the non-breaching party shall be entitled to all remedies available in law or in equity.

13. Litigation. In the event of any litigation relating to or arising out of this Agreement, the prevailing party shall recover from the non-prevailing party all reasonable attorney's fees and court costs, including such fees and costs incurred at the trial and appellate level of such proceedings.

14. Amendment. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.

15. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties. No prior agreement or understanding shall be binding between the parties unless set forth herein.

16. Governing Law. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.

17. Further Assurances. County and City shall grant such further assurances and provide such additional documents as may be required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.

18. Severability. In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.

19. Non-Assignment. This Agreement shall not be assignable by either party, except that City may assign this Agreement to any party acquiring ownership of a License Area (but only to the extent of such License Area), and County may assign this Agreement to any party acquiring ownership of all or a substantial portion of the Dodgertown Facility.

20. Waiver of Jury Trial. EACH PARTY KNOWLINGLY AND VOLUNTARILY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ALL MATTERS RELATING TO OR ARISING OUT OF THIS AGREEMENT, AND AGREES THAT ALL SUCH MATTERS SHALL BE DECIDED ON A NON-JURY BASIS.

21. Recordation. A copy of this Agreement shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By: _____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By: _____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign: _____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign: _____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By: _____
Charles P. Vitunac, City Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by JAY KRAMER, as Mayor, 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, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____

Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION
LICENSE TO USE CITY PROPERTY #2010-LA-0143
PORTIONS OF DODGERTOWN, DODGERTOWN PARCEL 2A, AIRPORT PARCEL 19 AND AIRPORT PARCEL 17

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and Section 34, Township 32 South, Range 39 East and being more particularly bounded and described as follows:

License Area "A":

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 30.00 feet;

Thence South 89°45'39" East and parallel with the north line of said Section 3 for a distance of 75.00 feet to a point on the South right-of-way of the Indian River Farms Water Control District Canal A-3;

Thence continue South 89°45'39" East along said South right-of-way for a distance of 288.78 feet to the Northwest corner of Dodgertown Parcel 2A, said point also being the Point of Beginning of the following described License Area "A";

Thence from the Point of Beginning continue South 89°45'39" East along said South right-of-way for a distance of 506.21 feet to the Northeast corner of the 10.38 acre parcel deeded to the City of Vero Beach by Indian River County;

Thence South 03°32'27" West along the East line of the said 10.38 acre parcel for a distance of 582.12 feet;

Thence South 00°14'21" West along the East line of the said 10.38 acre parcel for a distance of 360.85 feet to the Southeast corner of said 10.38 acre parcel;

Thence North 89°45'39" West along said South line of said 10.38 acre parcel for a distance of 437.69 feet to the Southwest corner of said parcel;

Thence North 00°14'21" East for a distance of 85.00 feet;

Thence North 89°45'39" West for a distance of 35.00 feet;

Thence North 00°14'21" East along the West line of the said 10.38 acre parcel for a distance of 857.00 feet to the Point of Beginning;

Said Parcel containing 452,042 square feet or 10.38 acres.

License Area "B":

Commencing at the Southwest corner of Section 34, Township 32 South, Range 39 East;

Thence South 89°45'39" East along the South line of Section 34 for a distance of 668.80 feet to a point;

Thence North 00°14'21" East for a distance of 60.00 feet to a point on the north right-of-way of 26th Street (also known as Walker Avenue), said point being the Point of Beginning of Parcel 19;

Thence North 35°54'04" East for a distance of 306.67 feet;

Thence North 89°51'01" East for a distance of 596.87 feet;

Thence South 01°16'03" West for a distance of 102.51 feet to a point on the North right-of-way of Aviation Boulevard;

Thence South 63°45'16" West along said North right-of-way for a distance of 114.40 feet to the beginning of a curve concave to the Northwest;

Thence Southwesterly along said curve, having a radius of 950 feet and a delta of 26°30'14" for an arc length of 439.45 feet to the Point of Tangency;

Thence continue North 89°45'39" West along said North right-of-way of 26th Street for a distance of 247.44 feet to the Point of Beginning;

Containing 145,235 square feet more or less.

License Area "C":

Commencing at the Southwest corner of Section 34, Township 32 South, Range 39 East;

Thence South 89°45'39" East along the South line of Section 34 for a distance of 1,583.90 feet to a point;

Thence North 00°14'21" East for a distance of 281.11 feet to a point on the North right-of-way of 26th Street (also known as Aviation Boulevard), said point being the Point of Beginning of Parcel 17;

Thence North 01°16'03" East for a distance of 425.17 feet to a point;

Thence North 37°49'54" East for a distance of 107.87 feet to a point;

Thence North 76°19'43" East for a distance of 114.11 feet to a point;

Thence South 69°43'29: East for a distance of 648.82 feet to a point on the North right-of-way of said Aviation Boulevard, said point also being on a curve concave to the Southeast;

Thence Southwesterly along said curve, having a radius of 1,050 feet and a delta of 21°15'05" for an arc length of 389.45 feet to the Point of Tangency, said point being on the North right-of-way of Aviation Boulevard;

Thence continue South 63°45'16" West along said North right-of-way of Aviation Boulevard for a distance of 470.66 feet to the Point of Beginning;

Containing 203,914 square feet more or less.

DAVID R. GAY
CERTIFICATE NO. 5973
STATE OF FLORIDA
Professional Surveyor & Mapper

David R. Gay, PSM #5973

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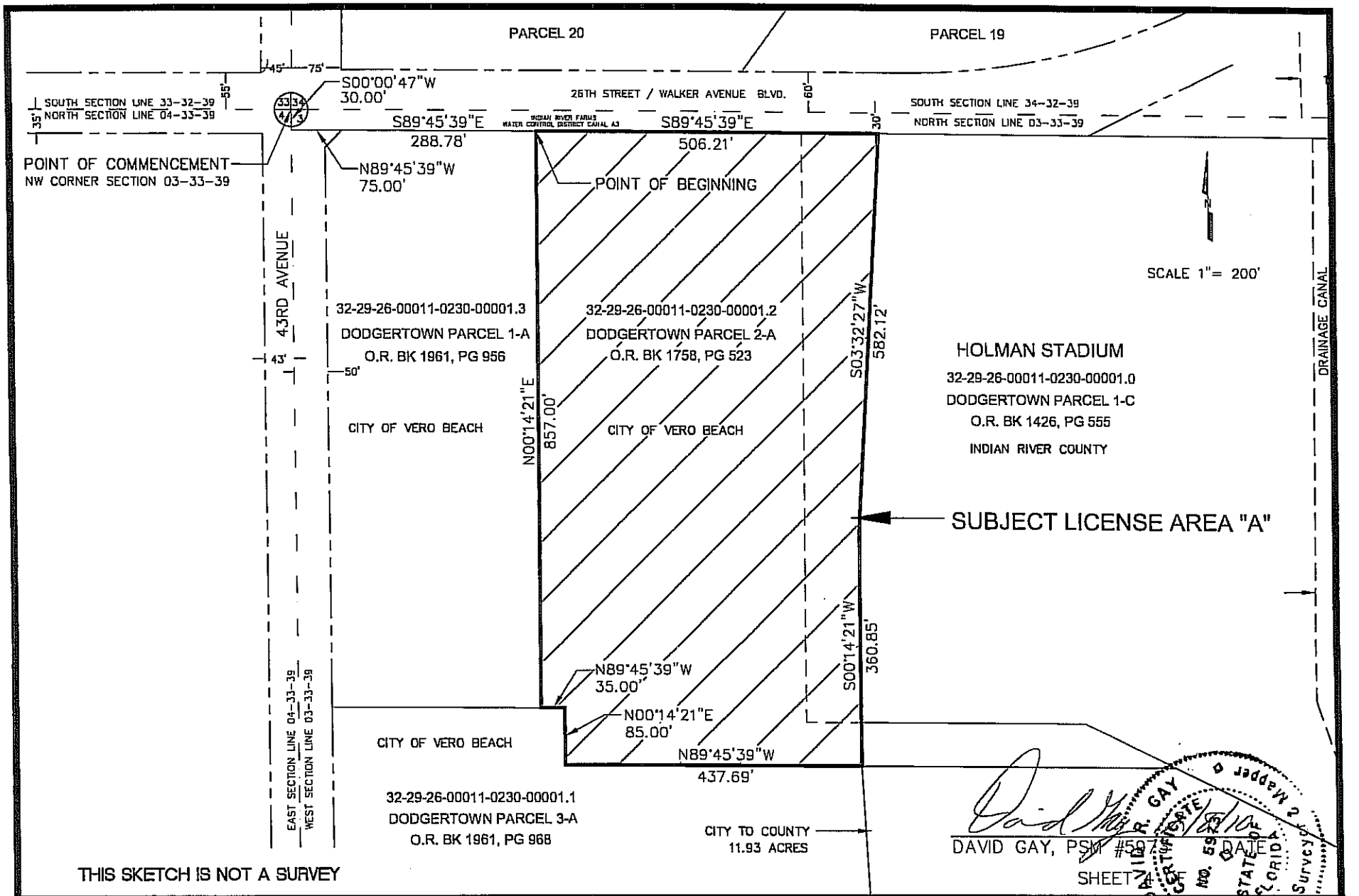
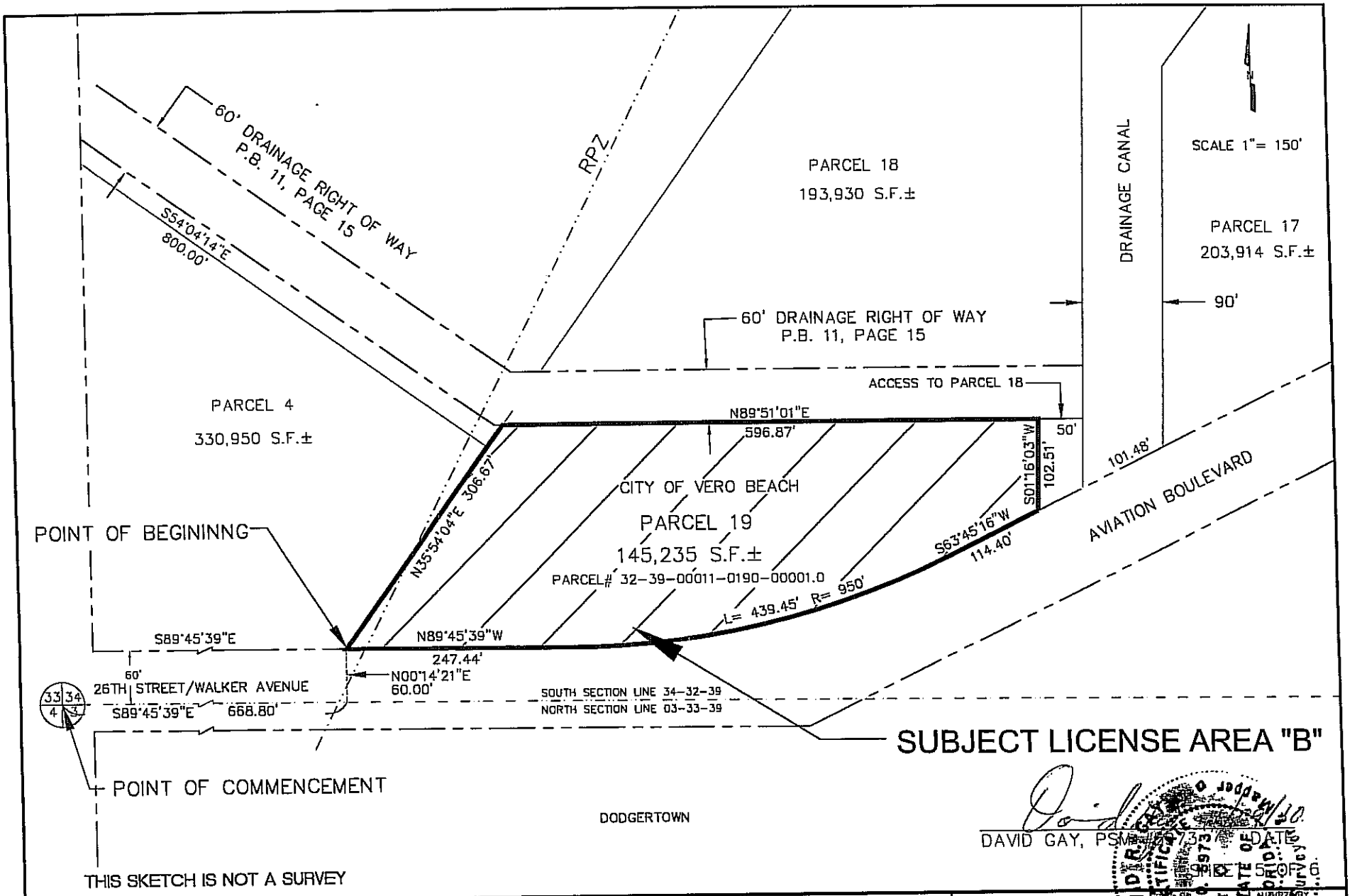


CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION LICENSE TO USE CITY PROPERTY DODGERTOWN PARCEL 2A PORTION OF SECTION 03-33-39	EXHIBIT "A"
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2010-LA-143
SURVEY DIVISION		DATE 11/2010 · DRWN BY DG · CHKD BY MKF

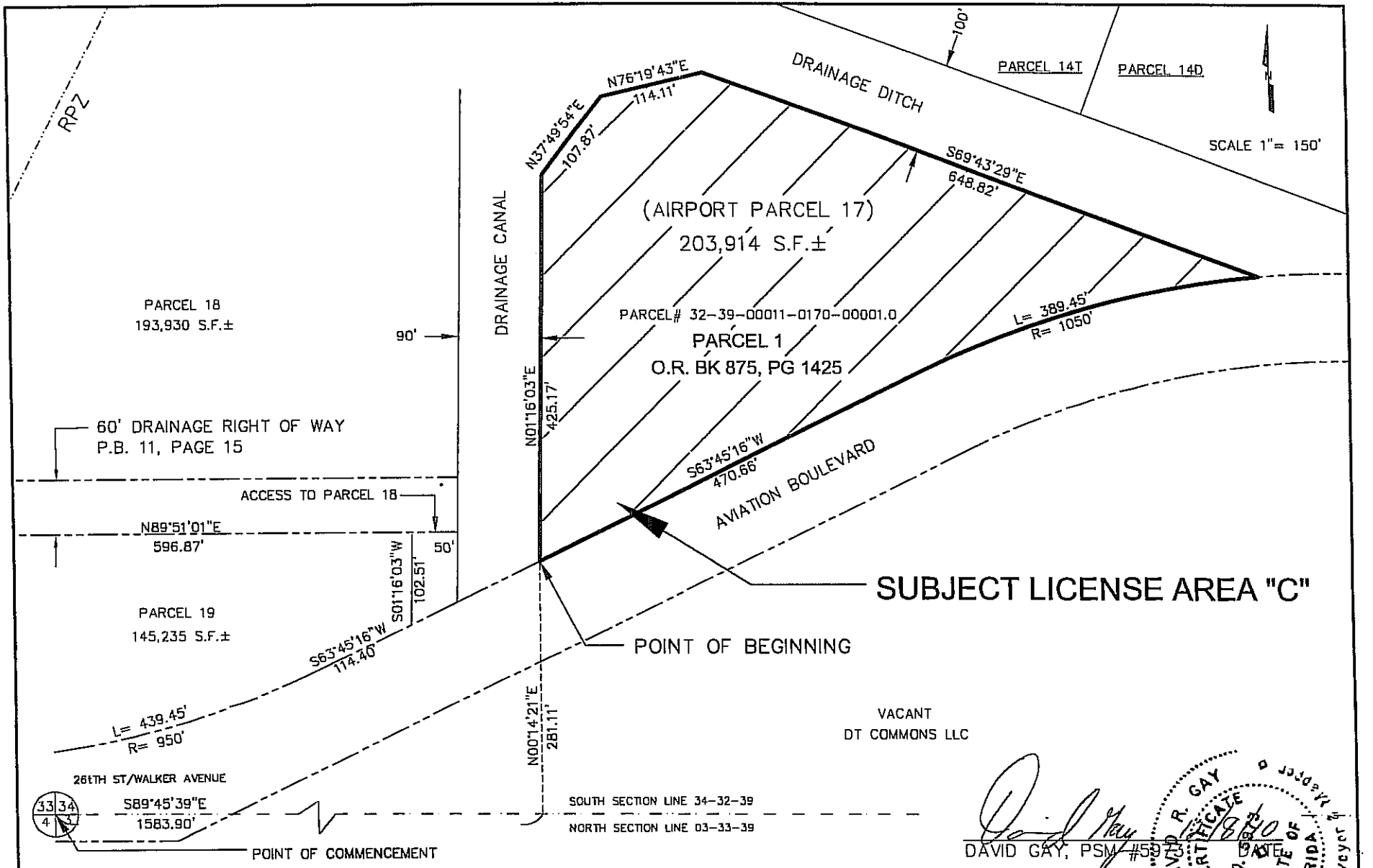
REV. NO.	AUTHRZD BY
DRWN.BY	DATE
DESCRIPTION	



DAVID GAY, PSM #5973 DATE

SHEET 5 OF 6

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION LICENSE TO USE CITY PROPERTY AIRPORT PARCEL 19 PORTION OF SECTION 34-32-39	EXHIBIT "A"			
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2010-LA-143			
SURVEY DIVISION		DATE 11/2010	DRWN BY DG	CHKD BY MKF	DESCRIPTION



CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION LICENSE TO USE CITY PROPERTY AIRPORT PARCEL 17 PORTION OF SECTION 34-32-39	EXHIBIT "A"			REV. NO. / CHECKED BY
DEPARTMENT OF PUBLIC WORKS		CITY PROJECT NO. 2010-LA-143			DRWN.BY / DATE
SURVEY DIVISION		DATE 11/2010	DRWN BY DG	CHKD BY MKF	DESCRIPTION

PARKING ESTOPPEL CERTIFICATE

By and between Indian River County, a political subdivision of the State of Florida ("County") and the City of Vero Beach, a municipal corporation of the State of Florida (City").

In re: Maximum Capacity Parking at Dodgertown Facility; Compliance with City Parking Codes and Regulations.

NOW THEREFORE, in consideration of $10 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, City and County make the following joint acknowledgements, and City makes the following statements and representations to County, with full knowledge that County will rely on such statements and representations in closing and completing a property exchange transaction between City and County, as set forth more fully in that certain Property Exchange Agreement, dated _____, 201_:

1. **Joint Acknowledgments.** City and County jointly acknowledge that (a) County owns a 61.75 acre parcel of real property located in Vero Beach, Florida, formerly known as Dodgertown, which parcel is more fully described on Exhibit A attached hereto, (b) City and County are about to complete a property exchange transaction in which, among other things, (i) City will transfer to County an 11.93 acre parcel located south of Holman Stadium, which parcel is more fully described on Exhibit B attached hereto (the 61.75 acre parcel and the 11.93 acre parcel are collectively referred to as "Dodgertown Facility"), (ii) County will transfer to City a 10.38 acre parcel located west of Holman Stadium, which parcel is more fully described on Exhibit C attached hereto (referred to herein as "Parking Property"), and (iii) County will lose its current right to use the Parking Property for parking related to Dodgertown Events (as defined below), and will instead receive a revocable license to use the Parking Property and other license areas for parking related to Dodgertown Events, (c) as a result of the aforesaid exchange transaction, County, and its tenants and successors, may be required to provide onsite parking for Dodgertown Events, (d) before completing the aforesaid exchange transaction, County requires a clear commitment from City, in the form of its statements and representations below, that onsite parking for Dodgertown Events will meet and comply with all City parking codes and regulations, and (e) County will rely on such statements and representations in deciding to complete the property exchange transaction.

2. **Statements and Representations by City.** City states and represents to County that: (a) City parking codes and regulations allow onsite parking for Dodgertown Events, including parking in or on the areas within the Dodgertown Facility historically used for parking, the four (4) baseball practice fields and two (2) half baseball practice fields, the

11.93 acre parcel described on Exhibit B attached hereto and other open areas within the Dodgertown Facility (collectively "Onsite Parking Areas"), (b) the Onsite Parking Areas provide a sufficient number of parking spaces to comply with all City parking codes and regulations for concurrent maximum use of the facilities contained within the Dodgertown Facility, including Holman Stadium, the clubhouse, the hotel, the conference center and the executive offices ("Dodgertown Events"), and (c) to the extent that City's parking codes and regulations may change in the future, the Dodgertown Facility will be considered "grandfathered in" under the codes and regulations existing as of the date of this estoppel certificate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By: _____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By: _____
Bob Solari, Chairman

Approved by BCC:_____, 201_.

Approved as to form and legal sufficiency:

By: _____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign: _____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign: _____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By: _____
Charles P. Vitunac, City Attorney

EXHIBIT "B"
PROPERTY DESCRIPTION
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3-A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 887.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a Point on the East right-of-way of 43rd Avenue;

Thence South 89°45'39" East for a distance of 345.39 feet;

Thence South 00°14'21" West for a distance of 85.00 feet to the Southwest corner of Dodgertown Parcel 2A;

Thence continue South 89°45'39" East along the South line of said Parcel 2A for a distance of 437.69 feet to the Point of Beginning;

Thence from the Point of Beginning continue South 89°45'39" East along said South line of Parcel 2A for a distance of 468.25 feet to the Southeast corner of said Parcel 2A;

Thence South 63°53'04" East for a distance of 326.67 feet to a point on the East line of Dodgertown Parcel 3A;

Thence South 18°15'41" East along said East line of Parcel 3A for a distance of 386.49 feet to the Southeast corner of said Parcel 3A;

Thence South 69°22'53" West for a distance of 898.97 feet;

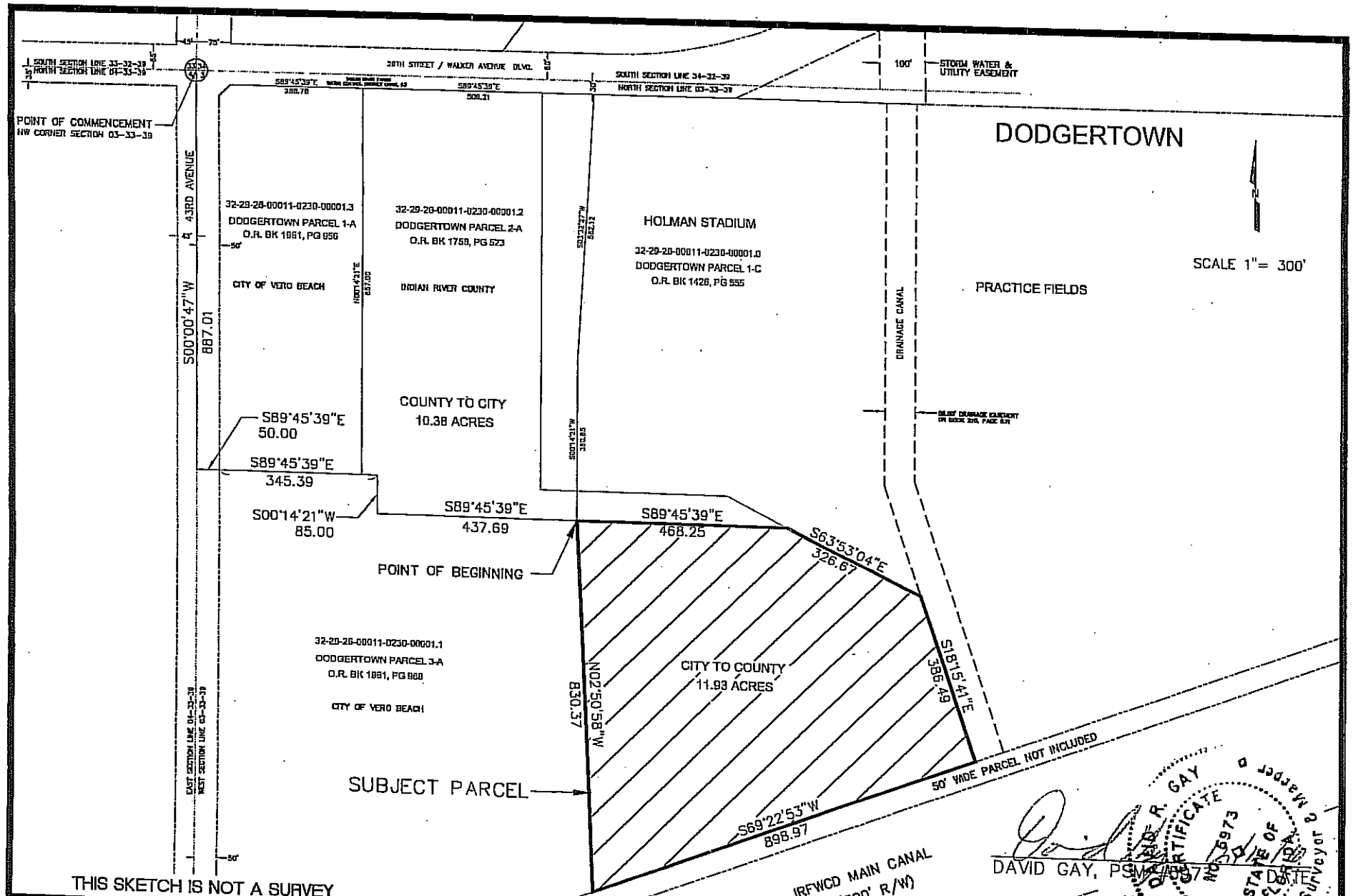
Thence North 02°50'58" West for a distance of 830.37 feet to the Point of Beginning;

Said Parcel containing 519,743 square feet or 11.93 acres.

Said parcel shall be subject to stormwater easements for the 43rd Avenue and Aviation Boulevard improvement projects as required.

David R. Gay, PSM #5973

S:\Property Descriptions\2010\2010-20_Dodgertown Portions & 3A_Nov 8 2010.doc



CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "B"		REV. NO.	AUTHRZD.BY
DEPARTMENT OF PUBLIC WORKS	11.93 ACRE PARCEL–DEED CITY TO COUNTY	CITY PROJECT NO. 2010–20		DRWN.BY	DATE
SURVEY DIVISION	SECTION 03–33–39	DATE 01/2009	DRWN BY DG	CHKD BY MKF	DESCRIPTION

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS FIRST AMENDMENT is entered into as of the ____ day of _____, 201__ by and between Indian River County, a political subdivision of the State of Florida ("County") and the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, on November 17, 2005, Los Angeles Dodgers LLC, a Delaware limited liability company ("Dodgers") and City entered into that certain Declaration of Covenants, Conditions, and Restrictions, recorded at OR Book 1961, Page 978, Public Records of Indian River County, Florida ("Declaration"); and

WHEREAS, on February 19, 2008, Dodgers and County entered into that certain Third Amendment to Facility Lease Agreement in which, inter alia, County succeeded to the interest of Dodgers in and to the Declaration, such that the current parties to the Declaration are County and City; and

WHEREAS, County and City are now the sole parties of interest with respect to the Declaration, and desire to amend the Declaration as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Amendment to Declaration**. The Declaration is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is removed from the Declaration and is no longer subject to any covenants, conditions or restrictions set forth therein, and (b) the real property described on Exhibit B attached hereto is added to the property subject to the Declaration, such that the real property described on Exhibit B attached hereto shall hereafter be subject to all covenants, conditions and restrictions set forth therein.

3. **Remaining Terms**. All remaining terms and conditions of the Declaration not amended herein shall remain in full force and effect.

4. **Recordation.** A copy of this First Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By:_____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By:_____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign:_____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign:_____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By:_____
Charles P. Vitunac, City Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by JAY KRAMER, as Mayor, 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, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

THIRD AMENDMENT TO COLLATERAL DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT is made as of the _____ day of _____, 201_, by and among Indian River County, a political subdivision of the State of Florida ("County"), the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City"), and DT Commons, LLC, a Florida limited liability company ("DT Commons").

WHEREAS, Los Angeles Dodgers, Inc. and Vero Acquisition, LLLP executed that certain Collateral Development Agreement, dated as of August 29, 2001, and recorded in Official Records Book 1426, Page 0596 of the Public Records of Indian River County, Florida, ("Original Collateral Development Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement entered into as of October 9, 2003, by and between Los Angeles Dodgers, Inc. and Los Angeles Dodgers, LLC ("Dodgers"), Dodgers succeeded to the interest of Los Angeles Dodgers, Inc. under Original Collateral Development Agreement; and

WHEREAS, the Original Collateral Development Agreement was amended by that certain First Amendment to Collateral Development Agreement, dated as of June 24, 2004, and recorded in Official Records Book 1758, Page 0516, of the Public Records of Indian River County, Florida ("First Amendment"), between Dodgers and Dodgertown Venture, LLLP, a Delaware limited liability limited partnership ("DVLLLP") (which had succeeded to the interest of Vero Acquisition, LLLP under the Collateral Development Agreement); and

WHEREAS, the Original Collateral Development Agreement was further amended by that certain Second Amendment to Collateral Development Agreement, dated as of November 17, 2005, and Recorded in Official Records Book 1961, Page 0985, of the Public Records of Indian River County Florida, between Dodgers, City and DT Commons ("Second Amendment") (the Original Collateral Development Agreement, First Amendment and Second Amendment are collectively referred to as the "Collateral Development Agreement"); and

WHEREAS, County was an express third party beneficiary of the Collateral Development Agreement, as set forth in section 26 of the Original Collateral Development Agreement, and expressly consented to the Collateral Development Agreement, as set forth in written consent forms made a part of each agreement and amendment; and

WHEREAS, on February 19, 2008, Dodgers and County entered into that certain Third Amendment to Facility Lease Agreement in which, inter alia, County succeeded to the interest of Dodgers in and to the Collateral Development Agreement; and

WHEREAS, the sole parties having an interest in the Collateral Development Agreement are County, City and DT Commons; and

WHEREAS, the parties desire further to amend the Collateral Development Agreement as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Amendment to Collateral Development Agreement**. The Collateral Development Agreement is hereby amended to remove from such agreement the real property described on Exhibit A attached here. As a result of such removal, the real property described on Exhibit A attached hereto is no longer subject to or restricted by the Collateral Development Agreement.

3. **Remaining Terms**. All remaining terms and conditions of the Collateral Development Agreement not amended herein shall remain in full force and effect.

4. **Recordation.** A copy of this Agreement shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By:_____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By:_____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign:_____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign:_____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By:_____
Charles P. Vitunac, City Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by JAY KRAMER, as Mayor, 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, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Signed, sealed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

DT COMMONS, LLC, a Florida limited liability company ("DT Commons"), by _____, its Manager

By: _____
Print Name: _____
Print Title: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by _____, Managing Member of DT COMMONS, LLC, a Florida limited liability company, ☐ who is personally known to me, or ☐ who has produced _____, as identification, and who did not take an oath.

NOTARY PUBLIC, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT is entered into as of the _____ day of _____, 201__ between Indian River County, a political subdivision of the State of Florida ("County") and the City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City").

WHEREAS, on September 1, 2000, County and City entered into that certain Interlocal Agreement with respect to the Dodgertown Facilities and Land ("Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement grants to City a certain percentage interest (described in the original Interlocal Agreement as 10.7%) in the Land and Sale Proceeds, as set forth more fully therein; and

WHEREAS, County and City are about to enter into an exchange of real property transaction in which County will receive the property described on Exhibit A attached hereto ("County Property"), and City will receive the property described on Exhibit B attached hereto ("City Property"), both of which properties are adjacent to the Land; and

WHEREAS, County and City wish to make clear that, following the exchange of properties, neither the County Property nor the City Property will be subject to the Interlocal Agreement.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Definitions**. Except as set forth herein, capitalized terms shall have the meaning set forth in the Interlocal Agreement.

3. **Exclusion from Interlocal Agreement**. The parties (a) confirm that prior to the exchange of properties contemplated above, neither the County Property nor the City Property is included in the definition of "Facility," "Facilities" or "Land" as set forth in the Interlocal Agreement, or are otherwise subject to the Interlocal Agreement, and (b) agree that following the

exchange of properties, neither the County Property nor the City Property will be included in the definition of "Facility," "Facilities" or "Land" as set forth in the Interlocal Agreement, or will otherwise be subject to the Interlocal Agreement.

4. **Sale of Land and County Property**. In the event that County sells the Land in a simultaneous transaction with the sale of the County Property, County shall make a reasonable and fair allocation of the total purchase price between the Land and the County Property so that City's percentage interest in the Land and Sale Proceeds is not unfairly reduced or diminished.

5. **Recordation.** A copy of this First Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By:_____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By:_____
Alan S. Polackwich, Sr., County Attorney

ATTEST:

Sign:_____
Tammy K. Vock, City Clerk

AFFIX SEAL:

CITY OF VERO BEACH ("City")

Sign:_____
Jay Kramer, Mayor

Approved as to form and legal sufficiency:

By:_____
Charles P. Vitunac, city Attorney

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by JAY KRAMER, as Mayor, 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, State of Florida

Sign: _____
Print: _____
State of Florida [SEAL]
Commission No: _____
Commission Expires: _____

Prepared by, record and return to:
Office of the County Attorney
1801 27th St., Vero Beach, FL 32960
Telephone: 772.226.1424

FIRST AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the ____ day of _____, 201__ to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Agreement").

WHEREAS, as of May 1, 2009, County and MiLB entered into the Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, based upon further negotiations between the parties and with the City of Vero Beach, Florida ("COVB"), the parties desire to amend the Agreement with respect to the Land, the Parking Lease and the Parking Property, the Improvements, and other related matters.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Definitions**. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Agreement.

3. **Land**. The definition of "Land" as set forth in section 1.02(q) is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is added to the definition of "Land" and is therefore subject to all terms and conditions of the Agreement, and (b) the real property described on Exhibit B attached to the original 2009 Agreement is removed from the definition of "Land" and is therefore no longer subject to the terms and conditions of the Agreement.

4. **MiLB Events**. All references in the Agreement to "Dodgers Events" are hereby changed to "Dodgertown Events," and new section 1.02(bb) is added as follows: "Dodgertown Events" shall mean any and all events and activities held on the premises of the Land and

Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, MiLB or any third party using all or a portion of the Land and Facility with the consent of County or MiLB.

5. **Parking**. The provisions of the Agreement relating to parking are amended, as follows:

(a) section 1.02(v) is deleted and replaced with the following: "Parking License Agreement means the Parking License Agreement entered into as of _____, 201__ by and between the County and COVB which, *inter alia*, governs use rights for the City Parking Property,"

(b) section 1.02(w) is deleted and replaced with the following: "City Parking Property shall mean the real property subject to the Parking License Agreement, and Facility Parking Property shall mean (i) the real property contained within the Land which has historically been used for parking in connection with activities and events held at the facility, (ii) those portions of the four (4) baseball practice fields and two (2) half baseball practice fields which are suitable for parking, and (iii) those portions of the real property described on Exhibit A attached hereto which are suitable for parking," and

(c) section 6.05 is deleted in its entirety and replaced with the following: "Parking. The City Parking Property is owned by the City, subject to the terms and conditions of the Parking License Agreement, and the Facility Parking Property is owned by the County, subject to the terms of this Agreement. MiLB shall have the right to use the City Parking Property for Dodgertown Events in accordance with the terms and conditions of the Parking License Agreement, which terms and conditions are hereby approved and accepted by MiLB. MiLB acknowledges that its right to use the City Parking Property for Dodgertown Events could be terminated by COVB in accordance with the terms and conditions of the Parking License Agreement. In such event, MiLB agrees that the Facility Parking Property is and will be adequate for all parking purposes relating to its use and operation of the Land and Facility. Upon expiration or termination of this Agreement, all rights of MiLB to use the City Parking Property or the Facility Parking Property for any purpose shall terminate."

6. **Improvements**. The provisions of the Agreement relating to Improvements are amended, as follows:

(a) section 1.02(o) is deleted in its entirety and replaced with the following: "Improvements means the improvements constructed or to be constructed on the Land and Facilities during the term of the Agreement, or any extension thereof, consisting of the addition of field lights to two (2) of the existing playing fields in 2011 and the construction of four (4) cloverleaf youth dimension baseball fields on the real property described on Exhibit A attached hereto in 2011," and

(b) section 8.03(a) and (b) are deleted in their entirety and replaced with the following: "Immediate Facility Improvements. The County, at its expense, will add field lights

to two (2) existing playing fields in 2011 and will construct four (4) cloverleaf youth dimension baseball fields on the real property described on Exhibit A attached hereto in 2011. Field lighting for the two (2) existing playing fields shall meet the requirements of Class AAA and Class AA field lighting for a new facility which are 100fc (foot candle) average in infield and 70fc average in outfield. County shall not pay for these improvements out of the Capital Reserve Account; provided, however, that if the cost of construction the four (4) cloverleaf youth dimension playing fields exceeds the cost of adding field lights to the two (2) existing playing fields, then County may pay the excess cost out of the Capital Reserve Account." To the extent necessary, this section shall be deemed to be an amendment to the Capital Reserve Account Agreement between County and MiLB, dated May 1, 2009.

7. **Good Standing – No Violation**. County and MiLB agree that, as of the date hereof, the Agreement is in good standing, neither party is in violation or default of any provision of the Agreement, and both parties are in full compliance with all provisions of the Agreement.

8. **Conforming Terms**. All remaining terms and conditions of the Agreement are hereby conformed to be consistent with the amendments set forth herein.

9. **Remaining Terms**. All remaining terms and conditions of the Agreement not amended or conformed herein shall remain in full force and effect.

10. **Recordation.** A copy of this First Amendment shall be recorded on the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names as of the date set forth above.

ATTEST: Jeffrey K. Barton,
Clerk of Court

By:_____
Deputy Clerk

AFFIX SEAL:

BOARD OF COUNTY COMMISSIONERS, INDIAN RIVER COUNTY ("County")

By:_____
Bob Solari, Chairman

Approved by BCC: _____, 201__.

Approved as to form and legal sufficiency:

By:_____
Alan S. Polackwich, Sr., County Attorney

Signed, sealed and delivered in the presence of:

_____

Print name: _____

_____

Print name: _____

MiLB VERO BEACH LLC, a Florida limited liability company ("MiLB"), by National Association of Professional Baseball Leagues, Inc., a Florida corporation, its managing member

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this ___ day of _____, 201__, by _____, the _____ of National Association of Professional Baseball Leagues, Inc., a Florida corporation, managing member of MiLB VERO BEACH LLC, a Florida limited liability company, ☐ who is personally known to me, or ☐ who has produced _____, as identification.

NOTARY PUBLIC, State of Florida

Sign: _____

Print: _____

State of Florida [SEAL]

Commission No: _____

Commission Expires: _____

CONSENT AND WAIVER BY MiLB VERO BEACH, LLC AND NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. TO AGREEMENTS

This ___ day of _____, 201__, MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), in its capacity as tenant under that certain Facility Lease Agreement between MiLB and Indian River County, a political subdivision of the State of Florida ("County"), dated as of May 1, 2009, and as a party to related documents, and National Association of Professional Baseball Leagues, Inc., a Florida corporation ("NAPBL"), in its capacity as Guarantor under that certain Guaranty, dated May 1, 2009, hereby consent to each and every of the following agreements or documents (collectively "Agreements"):

1. Third Amendment to Collateral Development Agreement entered into among County, City of Vero Beach, a municipal corporation organized under the laws of the State of Florida ("City"), and DT Commons, LLC, a Florida limited liability company ("DT Commons"), dated _____;

2. First Amendment to Declaration of Covenants, Conditions and Restrictions entered into between County and City, dated _____;

3. Termination of Parking Property Lease Agreement entered into between County and City, dated _____; and

4. Parking License Agreement entered into between County and City, dated _____.

Additionally, NAPBL hereby consents to the following agreement:

1. First Amendment to Facility Lease Agreement, between County and MiLB, dated _____.

MiLB and NAPBL consent to said Agreements for the purpose of irrevocably memorializing and establishing that MiLB and NAPBL have been provided copies of said Agreements prior to execution by the parties, and (a) consent to, and have no objection to or disagreement with said Agreements, and hereby waive any such objection or disagreement, (b) agree that said Agreements do not cause or create any default or breach by County, City or DT Commons in any agreement or other obligation to which MiLB or NAPBL are a party or a third-party beneficiary and (c) acknowledge that County, City and DT Commons will rely upon this Consent and Waiver in executing the Agreements.

IN WITNESS WHEREOF, the parties have caused this Consent and Waiver to be executed in their respective names as of the date set forth above.

MiLB VERO BEACH LLC, a Florida limited liability company ("MiLB"), by National Association of Professional Baseball Leagues, Inc., a Florida corporation, its managing member

By:_____
Print Name:_____
Print Title: _____

NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC., a Florida corporation ("NAPBL")

By:_____
Print Name:_____
Print Title:_____

Prepared by and return to:
Office of the City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

ACCESS AND IRRIGATION EASEMENT DEED
(2010-EG-0079)

THIS INDENTURE made and entered into this _____ day of _____ 20__, by and between the CITY OF VERO BEACH, a Florida municipal corporation (the "Grantor"), whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida (the "Grantee"), whose mailing address is 1801 27th Street, Vero Beach, FL 32960, and

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, situate and being in Indian River County, Florida and more particularly described as

Being a part of:

Original Airport Deed as recorded in Deed Book 8, Page 383
Dodgertown Parcel 3-A as recorded in Official Record Book 1961, Page 968

All in the Official Record Books of Indian River County, Florida

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successor and assigns, a non-exclusive easement in perpetuity for access and irrigation purposes, more particularly described in Exhibit "A" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, it successors, and assigns the right to use the Easement Premises for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement Premises, and the right to pave, sod and install minor landscaping (but not trees) within the Easement Premises. Notwithstanding the foregoing to the contrary, Grantor shall not install, nor allow the installation of trees, buildings, or other vertical structures within the Easement Premises. In addition, Grantor shall coordinate with Grantee the location and installation of any additional other utility lines and/or

facilities to be placed in the Easement Premises and any additional utility lines and facilities to cross and intersect the Easement Premises in order to facilitate the orderly development of Grantor's Property and avoid damage or disruption to the utility facilities and lines provided for in this grant of easement. Should the Grantor plant or construct improvements, which interfere with the Easement rights granted herein, such improvements shall be subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, and assigns, a general ingress/egress easement over and across its driveways, parking, common and open areas of the Property for the purpose of access to, and/or maintenance of, any of the Grantee's utility lines, equipment, and facilities. Grantee shall not be otherwise responsible for maintenance of the Easement Premises.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

ATTEST:

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

GRANTOR (CITY OF VERO BEACH, FLORIDA)

Sign: _____
Print: Jay Kramer
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My 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

EXHIBIT "A"
PROPERTY DESCRIPTION
DEED OF EASEMENT #2010-EG-0079
DODGERTOWN PORTION OF SECTION 03-33-39

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 2,114.95 feet;

Thence South 89°59'13" East for a distance of 50.00 feet to the Southwest corner of Dodgertown Parcel 3A, said point also being the Point of Beginning of the following described easement;

From the Point of Beginning run North 69°22'53" East along the South line of said Dodgertown Parcel 3A for a distance of 72.32 feet;

Thence North 20°37'07" West for a distance of 25.00 feet;

Thence North 69°22'53" East for a distance of 100.00 feet;

Thence South 20°37'07" East for a distance of 25.00 feet;

Thence North 69°22'53" East along the said South line of said Dodgertown Parcel 3A for a distance of 708.38 feet to the Southwest corner of the 11.93 acre portion of Dodgertown Parcel 3A deeded to the Indian River County by the City of Vero Beach;

Thence continue North 69°22'53" East for a distance of 61.50 feet;

Thence South 20°37'07" East for a distance of 25.00 feet;

Thence South 69°22'53" West for a distance of 951.61 feet to a point on the East right-of-way of 43rd Avenue;

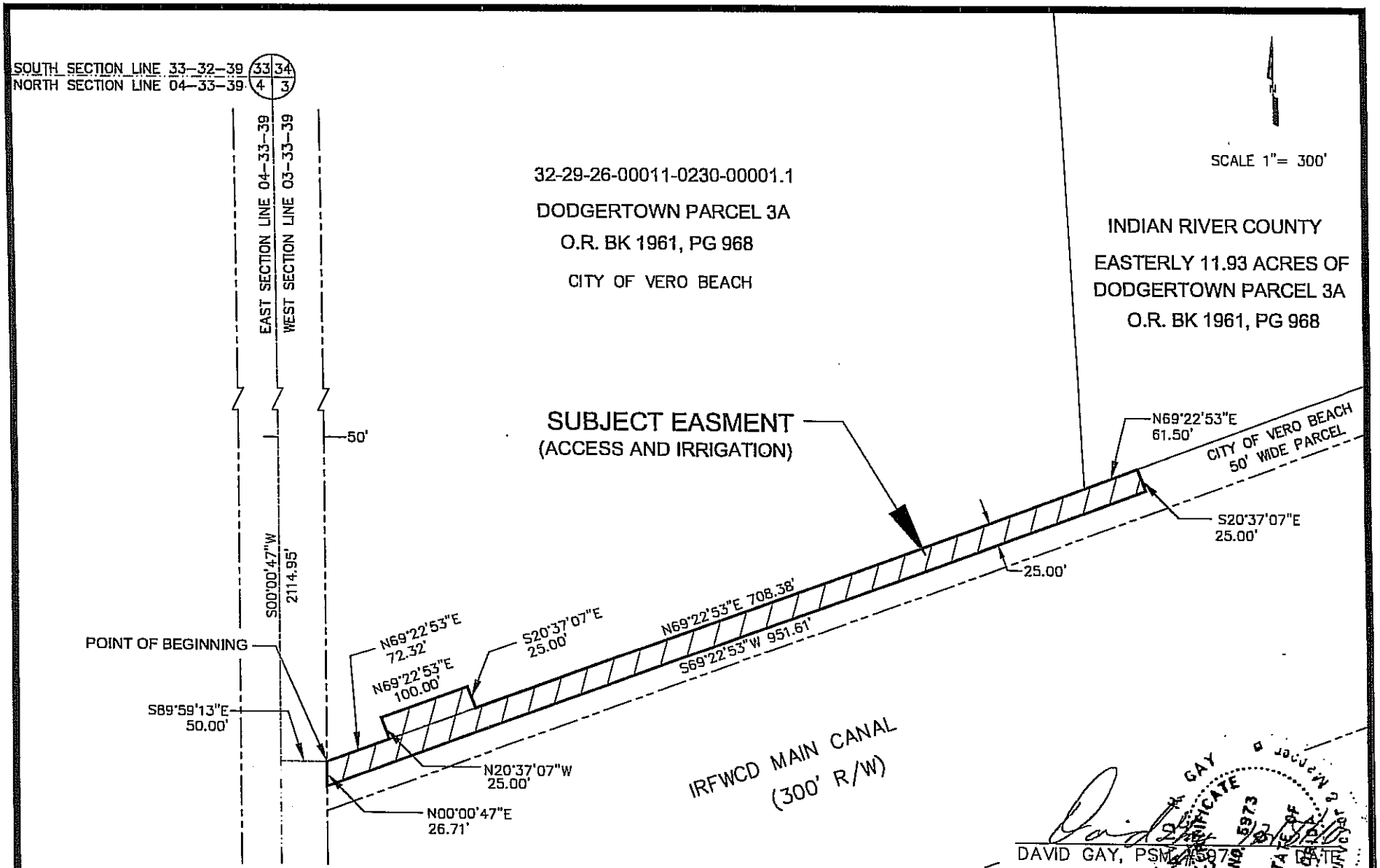
Thence North 00°00'47" East along the said East right-of-way of 43rd Avenue for a distance of 26.71 feet to the Point of Beginning;

Said easement containing 26,173 square feet.

David R. Gay, PSM #5973

DAVID R. GAY
CERTIFICATE No. 5973
STATE OF FLORIDA
Professional Surveyor & Mapper

S:\Property Descriptions\2010\2010-EG-0079_Dodgertown Section03-33-39_Nov 8 2010.doc



DAVID GAY, PSM 5973 DATE

SHEET 2 OF 2

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	AUTHRZD.BY
DEPARTMENT OF PUBLIC WORKS	DEED OF EASEMENT	CITY PROJECT NO. 2010-EG-0079		DRWN.BY	DATE
SURVEY DIVISION	PORTION OF SECTION 03-33-39	DATE 11/2010	DRWN BY DG / CHKD BY MKF	DESCRIPTION	

Prepared by and return to:
Office of the City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

DRAINAGE EASEMENT DEED
(2010-EG-0078)

THIS INDENTURE made and entered into this _____ day of _____ 20__, by and between the CITY OF VERO BEACH, a Florida municipal corporation (the "Grantor"), whose mailing address is P.O. Box 1389, Vero Beach, FL 32961-1389, and INDIAN RIVER COUNTY, a political subdivision of the State of Florida (the "Grantee"), whose mailing address is 1801 27th Street, Vero Beach, FL 32960.

WITNESSETH:

That Grantor is the owner in fee simple of that certain real property (the "Property") lying, situate and being in Indian River County, Florida and more particularly described as:

Being a part of:

Dodgertown Parcel 3-A as described in O.R. Book 1961, Page 968, of the Official Records of Indian River County, Florida.

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, its successor and assigns, a non-exclusive easement in perpetuity for drainage purposes, more particularly described in Exhibit "A" (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property.

Grantor hereby reserves for itself, it successors, and assigns the right to use the Easement Premises for purposes not inconsistent with the Easement granted herein, including without limitation, the right of ingress, egress and passage by Grantor and its employees, agents, customers, and invitees, over, across, and through the Easement Premises, and the right to pave, sod and install minor landscaping (but not trees) within the Easement Premises. Notwithstanding the foregoing to the contrary, Grantor shall not install, nor allow the installation of trees, buildings, or other vertical structures within the Easement Premises. In addition, Grantor shall coordinate with Grantee the location and installation of any additional other utility lines and/or facilities to be placed in the Easement Premises and any additional utility lines and facilities to cross and intersect the Easement Premises in order to facilitate the orderly development of Grantor's Property and avoid damage or disruption to the utility facilities and lines provided for in this grant of easement. Should the Grantor plant or construct improvements, which interfere with the Easement rights granted herein, such improvements shall be subject to removal or destruction by the Grantee, without liability or responsibility thereof on the part of the Grantee.

Grantor further grants to the Grantee, its agents, employees, contractors, and assigns, a general ingress/egress easement over and across its driveways, parking, common and open areas of the Property for the purpose of access to, and/or maintenance of, any of the Grantee's utility lines, equipment, and facilities. Grantee shall not be otherwise responsible for maintenance of the Easement Premises.

The undersigned hereby covenants and warrants that Grantor owns the said land described herein and the undersigned, as or on behalf of Grantor, has the right to grant this easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

ATTEST:

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

GRANTOR (CITY OF VERO BEACH, FLORIDA)

Sign: _____
Print: Jay Kramer
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

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

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large
My 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

EXHIBIT "A"
PROPERTY DESCRIPTION
DEED OF EASEMENT #2010-EG-0078
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 972.01 feet;

Thence South 89°45'39" East for a distance of 50.00 feet to a point on the East right-of-way of 43rd Avenue; said point also being the Point of Beginning of the following described easement;

Thence from the Point of Beginning continue South 89°45'39" East for a distance of 782.75 feet to the northwest corner of the 11.93 acre parcel deeded to Indian River County by the City of Vero Beach.

Thence South 02°50'58" East along the West line of the said 11.93 acre parcel for a distance of 20.03 feet;

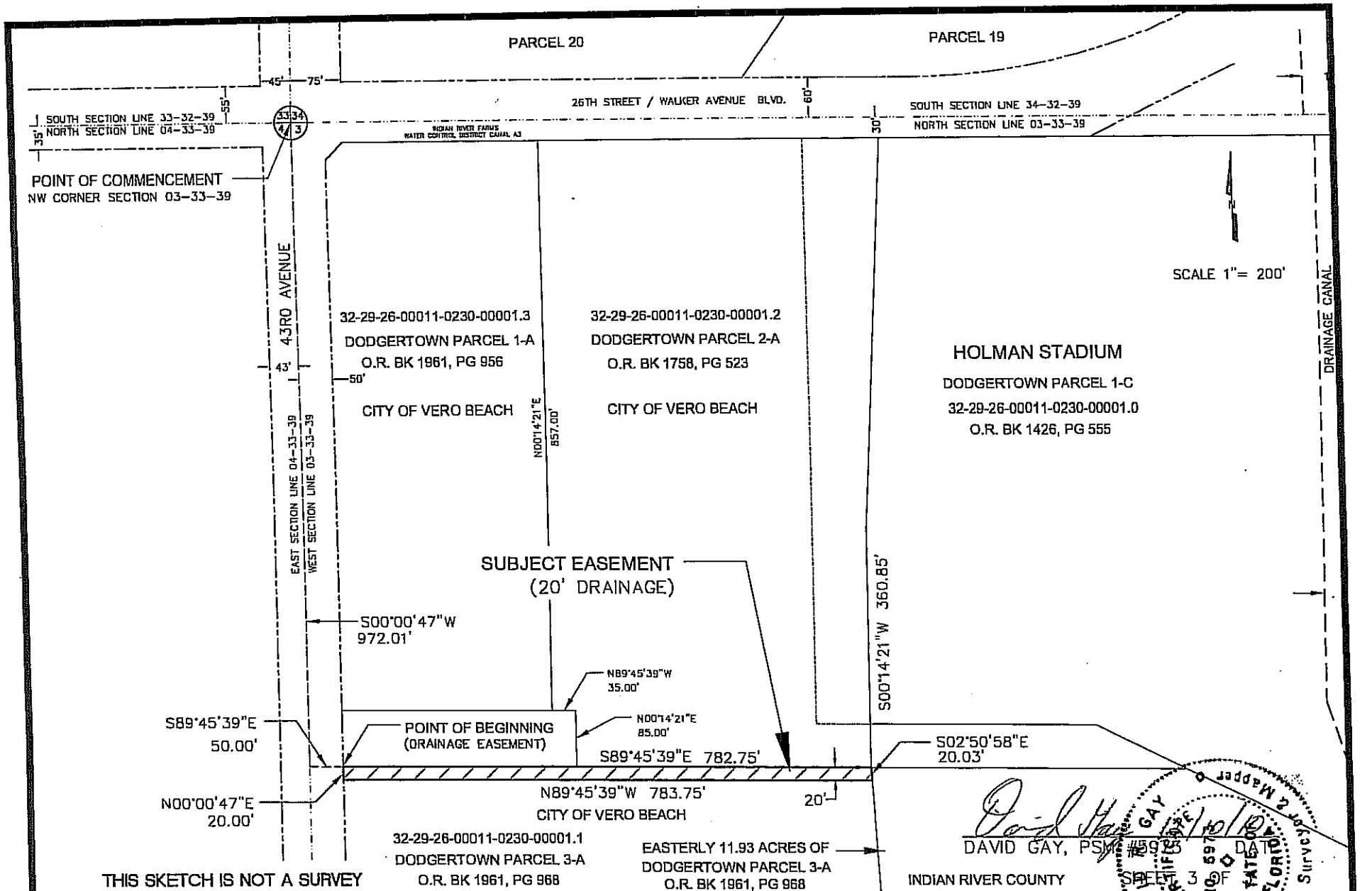
Thence North 89°45'39" West for a distance of 783.75 feet to a point on the East right-of-way of 43rd Avenue;

Thence North 00°00'47" East along said East right-of-way of 43rd Avenue for a distance of 20.00 feet to the Point of Beginning;;

Said Easement containing 15,665 square feet more or less.

David R. Gay, PSM #5923

S:\Property Descriptions\2010\2010-EG-0078_Dodgertown Option 2_Nov 8 2010.doc



CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	AUTHRD. BY
DEPARTMENT OF PUBLIC WORKS	DEED OF EASEMENT	CITY PROJECT NO. 2010-EG-078		DRWN. BY	DATE
SURVEY DIVISION	PORTION OF SECTION 03-33-39	DATE 12/2010	DRWN BY DG	CHKD BY MKF	DESCRIPTION

Tax Parcel #
This document was prepared
by and should be returned to:
Indian River County Attorney's Office
1801 27th Street
Vero Beach, FL 32960

EASEMENT

This Grant of Easement, made and executed this _____ day of _____, A.D., 20____, by **INDIAN RIVER COUNTY, a political subdivision of the State of Florida**, the address of which is 1801 27th Street, Vero Beach, FL 32960, hereinafter called GRANTOR*, to the **CITY OF VERO BEACH, a Florida municipal corporation,** the address of which is 1053 20th Place, Vero Beach, FL 32960, hereinafter called GRANTEE*,

*Whenever used herein the term GRANTOR and GRANTEE include all parties to this instrument and their heirs, legal representatives, successors, and assigns.

WITNESSETH:

That GRANTOR for and in consideration of the sum of One Dollar and other consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the GRANTEE an easement for **DRAINAGE, IRRIGATION, ACCESS AND MAINTENANCE PURPOSES** on, over, across, and beneath the following described land, situate in Indian River County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

[USE OF LAKE FOR IRRIGATION]

And GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said servient land in fee simple, and that it has good right and lawful authority to convey the easement established hereby and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the GRANTOR has herein set its hand and seal the day and year first above written.

Attest: J. K. Barton, Clerk

By _____
Deputy Clerk

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Bob Solari, Chairman

BCC approval date _____

Approved as to form and legal sufficiency:

_____
William K. DeBraal
Deputy County Attorney

EXHIBIT "A"
PROPERTY DESCRIPTION
DEED OF EASEMENT #2010-EG-0077
PORTIONS OF DODGERTOWN AND DODGERTOWN PARCEL 3A

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Section 3, Township 33 South, Range 39 East and being more particularly bounded and described as follows:

Commencing at the Northwest corner of Section 3, Township 33 South, Range 39 East;

Thence South 00°00'47" West along the West line of said Section 3 for a distance of 972.01 feet;

Thence South 89°45'39" East for a distance of 395.06 feet to the Southwest corner of Dodgertown Parcel 2A;

Thence continue South 89°45'39" East along the South line of Dodgertown Parcel 2A for a distance of 437.69 feet to the Northwest corner of the 11.93 acre portion of Dodgertown Parcel 3A deeded to Indian River County by the City of Vero Beach, said point also being the Point of Beginning of the following described easement;

From the Point of Beginning run South 02°50'58" East along the West line of said 11.93 acre parcel for a distance of 100.77 feet;

Thence South 29°04'11" East for a distance of 149.84 feet;

Thence South 51°53'49" East for a distance of 128.33 feet;

Thence North 62°46'24" East for a distance of 128.33 feet;

Thence North 39°56'47" East for a distance of 188.03 feet;

Thence North 00°14'21" East for a distance of 48.33 feet;

Thence South 89°45'39" East for a distance of 319.75 feet to a point of the West line of the drainage easement described in Official Record Book 210, Page 531 of the Public Records of Indian River County;

Thence North 18°15'26" West along said West line of drainage easement for a distance of 21.09 feet;

Thence North 89°45'39" West for a distance of 313.06 feet;

Thence North 00°14'21" East for a distance of 76.62 feet;

Thence North 53°09'31" West for a distance of 96.00 feet

Thence North 86°22'03" West for a distance of 124.04 feet;

Thence North 03°37'57" East for a distance of 15.00 feet;

Thence North 86°22'03" West for a distance of 30.00 feet;

Thence South 03°37'57" West for a distance of 15.00 feet;

Thence North 86°22'03" West for a distance of 77.10 feet;

Thence North 89°45'39" West for a distance of 106.28 feet to a point on the West line of Dodgertown as it now exists;

Thence South 00°14'21" West along said West line for a distance of 109.67 feet to the Point of Beginning;

Said easement containing 140,602 square feet or 3.23 acres.

David R. Gay, PSM #5973

S:\Property Descriptions\2010\2010-EG-0077_Dodgertown 3A_Nov 8 2010.doc

EASEMENT-NEW CITY STORM

15' 75' 55' 35'

26TH STREET / WALKER AVENUE BLVD.

60'

SOUTH SECTION LINE 34-32-39
NORTH SECTION LINE 03-33-39

30'

100'

STORM WATER & UTILITY EASEMENT

SOUTH SECTION LINE 33-32-39
NORTH SECTION LINE 04-33-39

33 34 3 4

POINT OF COMMENCEMENT
NW CORNER SECTION 03-33-39

43RD AVENUE

S00°00'47"W
972.01'

32-29-26-00011-0230-00001.3
DODGERTOWN PARCEL 1-A
O.R. BK 1961, PG 956

50'

CITY OF VERO BEACH

32-29-26-00011-0230-00001.2
DODGERTOWN PARCEL 2-A
O.R. BK 1758, PG 523

CITY OF VERO BEACH

DODGERTOWN

HOLMAN STADIUM

32-29-26-00011-0230-00001.0
DODGERTOWN PARCEL 1-C
O.R. BK 1426, PG 555

DRAINAGE CANAL

SCALE 1"= 250'

PRACTICE FIELDS

66.00' DRAINAGE EASEMENT
OR BOOK 210, PAGE 531

N86°22'03"W
30.00'

S03°37'57"W
15.00'

N03°37'57"E
15.00'

N89°45'39"W
108.28'

N86°22'03"W
124.04'

N53°09'31"W
96.00'

S00°14'21"W
109.67'

N86°22'03"W
77.10'

N00°14'21"E
76.62'

S89°45'39"E
395.06'

S89°45'39"E
437.69'

N89°45'39"W
313.06'

N61°15'25"W
21.05'

S89°45'39"E
310.75'

POINT OF BEGINNING

S00°00'47"E
100.77'

N00°14'21"E
48.33'

S00°00'47"E
149.64'

S31°53'49"E
128.33'

N67°46'24"E
128.33'

N33°53'49"W
128.03'

SUBJECT EASMENT
(DRAINAGE AND IRRIGATION)

CITY OF VERO BEACH
32-29-26-00011-0230-00001.1
DODGERTOWN PARCEL 3-A
O.R. BK 1961, PG 968

INDIAN RIVER COUNTY
EASTERLY 11.93 ACRES OF
DODGERTOWN PARCEL 3-A
O.R. BK 1961, PG 968

EAST SECTION LINE 04-33-39
WEST SECTION LINE 03-33-39

50'

DAVID R. GAY
CERTIFICATE No. 5973
STATE OF FLORIDA
Professional Surveyor & Mapper

DAVID GAY, PSM #5973 DATE

SHEET 3 OF 3

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH	SKETCH OF PROPERTY DESCRIPTION	EXHIBIT "A"		REV. NO.	AUTHRZD BY
DEPARTMENT OF PUBLIC WORKS	DEED OF EASEMENT	CITY PROJECT NO. 2010-EG-077		DRWN BY	DATE
SURVEY DIVISION	PORTION OF SECTION 03-33-39	DATE 11/2010	DRWN BY DG	CHKD BY MKF	DESCRIPTION

4-2)

City Council Agenda Item
Meeting of December 21, 2010

TO: Mayor Jay Kramer
Vice Mayor Pilar Turner
Councilmember Brian Heady
Councilmember Craig Fletcher
Councilmember Tracy Carroll

FROM: Monte K. Falls, Interim City Manager MKFalls 12/14

DATE: December 14, 2010

SUBJECT: **Amendments to the Clean Water and Drinking Water State Revolving Fund Loans (SRF)**

DEPARTMENT: 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
WATER AND SEWER DEPARTMENT

To: Monte Falls, Interim City Manager

From: Robert J. Bolton, P.E., Director RJB

Date: December 13, 2010

RE: Amendments to the Clean Water and Drinking Water State Revolving Fund Loans (SRF)

Recommendation:

Approve proposed Amendment No. 2 which provides up to an additional $2,544,444 of funding via SRF Loan No. WW310201.

Approve proposed Direct Loan DW310221 which provides up to an additional $256,206 of funding for the ARRA Loan DW310220.

Both Amendments must be approved, executed and returned to the Florida Department of Environmental Protection (FDEP) prior to January 1, 2011 to avoid the possibility of incurring higher interest rates.

Background:

The City Council, at their meeting of June 16, 2009, passed Resolution No. 09-21 authorizing the Mayor to sign the CWSRF and DWSRF Agreements. Subsequently, the City Council, at their August 18, 2009 meeting, unanimously approved the execution of both the CWSRF and DWSRF loan agreements. On November 17, 2009, the City Council authorized the Mayor to enter into a new CWSRF loan agreement (WW310201) due to funding revisions which resulted in loan WW310200 being annulled.

Attached is proposed Amendment No. 2 in the amount of $2,544,444 that will cover some unfunded portions of the Deep Injection Well System which consists of the Deep Injection Well, Transmission Line from the Wastewater Treatment Plant to the Water Treatment Plant, and Storage Reservoir and Injection Well Pump Station projects.

Additionally, attached is an additional DWSRF Loan that will cover some unfunded portions of the Field Services and Maintenance Buildings that were constructed at the Water Treatment Plant.

I have attached a spreadsheet that details all of the expenditures associated with these loans. If you focus on the bottom right side there is a small table that breaks down the "Additional Qualifying Estimates for Revised Loans". Based on staff's review of the loan revisions, the City will be able to draw an additional $1,817,841.59 from the CWSRF and an additional $238,293.17 from the DWSRF for a total of $2,056,134.76.

I presented this information along with an update of our current five (5) year financial projections to the Finance Commission on December 10, 2010. During the meeting it was discussed that the additional borrowing could pay down existing debt or reduce current rates. The Finance Commission voted 3-1 to borrow the additional funds with the stipulation that it would pay down current debt that is at a higher interest rate.

The Finance Director has researched the options associated with the 2008 Refunding (4.28%) and has stated that a call may take place on June 10, 2013 for the full ($10,770,000) or partial principal amount. I have prepared a spreadsheet titled "2011 Water and Wastewater Expenditure / Revenue Summary" that I have attached for review. Please notice the blocked amount under the 2013 column near the bottom of the page for the amount of $4,782,898. This is the amount of additional principal payment that the City could make in June 2013.

In making this payment the City will reduce the debt service for future years by $651,729 annually. In addition the City will increase the revenue surplus by 2.8% for future years allowing for further debt reduction or rate reduction.

If you have any questions please contact me at ext. 5228.

RJB/
Attachments (refer to outline attached hereto)

xc: Finance Commission, w/attachments
Steve Maillet, Finance Director, w/attachments
Jackie Mitts, Assistant Finance Director
Jill Grimaldi, Senior Project Manager, CDM, w/attachments

ATTACHMENTS

- Overall Clean Water/Drinking Water Spreadsheet
- 2011 Water and Wastewater Expenditure / Revenue Summary;

Clean Water Loan:

- Proposed Amendment No 2 to WW310201 providing additional monies.

Drinking Water Loan:

- Proposed Amendment to Loan Agreement No. DW310220;
- Proposed Loan Agreement No. DW310221.

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

November 15, 2010

Mr. Monte K. Falls
Interim City Manager
City of Vero Beach
1053 20th Place
Vero Beach, Florida 32960

Re: WW310201 - Vero Beach
Transmission Facilities
(Reuse transmission main and deep well)

Dear Mr. Falls:

Enclosed are three original copies of proposed Amendment 2 to your State Revolving Fund loan agreement. The amendment provides an additional $2,544,444 for this project.

Please have the appropriate officials **sign and seal** the enclosed three copies and return them to us within three weeks at 2600 Blair Stone Road, Mail Station 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Director to sign the documents and mail a fully executed original to you. If the signed amendment is not received by us before January 1, 2011, this additional loan may be subject to a higher interest rate. If you have any questions regarding this amendment, please call Erin Stacklyn at (850) 245-8358.

Sincerely,

Angela Knecht

for Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/es

Enclosures

cc: Robert J. Bolton - City of Vero Beach
Jill T. Grimaldi - Camp Dresser & McKee, Inc.
Honorable Kevin Sawnick - City of Vero Beach

Received
2010
City Manager's Office

AMENDMENT 2 TO LOAN AGREEMENT WW310201
CITY OF VERO BEACH

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF VERO BEACH, FLORIDA, (the "Local Government") existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a Clean Water State Revolving Fund Loan Agreement, Number WW310201, as amended, authorizing a Loan amount of $10,000,000, excluding Capitalized Interest; and

WHEREAS, the Local Government is entitled to additional financing of $2,544,444, excluding Capitalized Interest; and

WHEREAS, revised provisions for audit and monitoring are needed; and

WHEREAS, a Financing Rate must be established for the additional financing amount awarded in this amendment; and

WHEREAS, a Loan Service Fee must be estimated for the additional financing; and

WHEREAS, the Semiannual Loan Payment amount needs revision to reflect an adjustment in the Loan amount; and

WHEREAS, the Project costs need adjustment to reflect revised estimates.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-100	EPA	66.458	Capitalization Grants for State Revolving Funds	$12,544,444	140131

2. Additional financing in the amount of $2,544,444, excluding Capitalized Interest, is hereby awarded to the Local Government.

3. A Financing Rate of 2.26 percent per annum is established for the additional financing amount awarded in this amendment. Individually, the interest rate is 1.13 percent per annum and the Grant Allocation Assessment rate is 1.13 percent per annum. However, if this amendment is not executed by the Local Government and returned to the Department before January 1, 2011, the Financing Rate may be adjusted.

4. The estimated principal amount of the Loan is hereby revised to $12,640,644, which consists of $12,544,444 authorized for disbursement to the Local Government and $96,200 of Capitalized Interest. This total consists of the following:

(a) Original Agreement of $10,096,200, including $10,000,000 authorized for disbursement to the Local Government and $96,200 of Capitalized Interest, at a Financing Rate of 2.62 percent per annum (the interest rate is 1.31 percent per annum and the Grant Allocation Assessment rate is 1.31 percent per annum); and

(b) Amendment 2 of $2,544,444 authorized for disbursement to the Local Government at a Financing Rate of 2.26 percent per annum (the interest rate is 1.13 percent per annum and the Grant Allocation Assessment rate is 1.13 percent per annum).

5. An additional Loan Service Fee in the amount of $50,889, for a total of $250,889, is hereby estimated. The fee represents two percent of the Loan amount excluding Capitalized Interest, that is, two percent of $12,544,444.

6. The Semiannual Loan Payment amount is hereby revised and shall be in the amount of $413,361. Such payments shall be paid to, and must be received by, the Trustee beginning on February 15, 2011 and semiannually thereafter on August 15 and February 15 of each year until all amounts due hereunder have been fully paid. Until this Agreement is further amended, each Semiannual Loan Payment will be proportionally applied toward repayment of the amounts owed on each incremental Loan amount at the date such payment is due.

The Semiannual Loan Payment amount is based on the total amount owed of $12,891,533, which consists of the Loan principal plus the estimated Loan Service Fee.

7. The Local Government, the Corporation and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this agreement. Project cost adjustments may be made as a result of Project changes agreed upon by the Department. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Local Government's Project audit or a Department audit.

Funds disbursed in accordance with Section 4.08 of this Agreement shall be disbursed in the order in which they have been obligated without respect to budgetary line item estimates. All disbursements shall be made from the original Loan amount until that amount has been disbursed; the Financing Rate established for the original Loan amount shall apply to such disbursements for the purpose of determining the associated Capitalized Interest and repayment amount. The Financing Rate established for any additional increment of Loan

financing shall be used to determine the Capitalized Interest and repayment amount associated with the funds disbursed from that increment.

The estimated Project costs are revised as follows:

CATEGORY	COST($)
Allowance costs	933,859
Construction and Demolition	10,581,510
Contingencies	529,075
Technical Services After Bid Opening	500,000
SUBTOTAL (Disbursable Amount)	12,544,444
Capitalized Interest	96,200
TOTAL (Loan Principal Amount)	12,640,644

8. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement WW310201 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Deputy Director and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Deputy Director.

for

CITY OF VERO BEACH

_____

Mayor

Attest

I attest that this amendment complies with Section 2.03 of the Agreement.

_____

City Clerk

_____

City Attorney

SEAL

APPROVED AND ACCEPTED BY THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

_____

Deputy Director
Division of Water Resource Management

_____

Date

Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Mimi A. Drew
Secretary

November 29, 2010

Ms. Jill T. Grimaldi, P.E.
Senior Project Manager
Camp Dresser & McKee, Inc.
1701 State Road A1A, Suite 301
Vero Beach, Florida 32963

RECEIVED
DEC 1 - 2010
WATER & SEWER DEPARTMENT

Re: DW310220 and DW310221 - Vero Beach Treatment

Dear Ms. Grimaldi:

Enclosed are three original copies each of the proposed State Revolving Fund loan agreement and Amendment 2 to Loan DW310220 for the City of Vero Beach's treatment project.

Please have the designated officials sign the enclosed six copies. **The Clerk's seal is required.** Return all copies to me within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. We will arrange for the Deputy Division Director to sign the documents and mail a fully executed original of each to the City. If the signed agreements are not received by us before January 1, 2011 the loans may be subject to a higher interest rate.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement or amendment, please call Erin Stacklyn at 850/245-8358.

Sincerely,

Robert E. Holmden

Robert E. Holmden, P.E., Chief
Bureau of Water Facilities Funding

RH/es

Enclosures

cc: Honorable Sabin C. Abell - City of Vero Beach
Robert J. Bolton - City of Vero Beach

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF VERO BEACH, FLORIDA

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

DW310221

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Bob Martinez Center
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

DRINKING WATER STATE REVOLVING FUND CONSTRUCTION LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
DW310221

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF VERO BEACH, FLORIDA, (Project Sponsor) existing as a local governmental agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.8532, Florida Statutes, the Department is authorized to make loans to finance or refinance the construction of public water systems, the planning and design of which have been reviewed by the Department; and

WHEREAS, the Project Sponsor has made application for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

NOW, THEREFORE, in consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "ARRA" shall mean the American Recovery and Reinvestment Act of 2009.

(3) "Associated Loan" shall mean the money awarded to the Project Sponsor for the Project by the Department pursuant to the Associated Loan Agreement and amendments thereto.

(4) "Associated Loan Agreement" shall mean the Drinking Water SRF Loan Agreement, Number DW310220, including amendments thereto, between the Project Sponsor and the Department.

(5) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(6) "Capitalized Interest" shall mean the interest accruing on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(7) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(8) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Water and Sewer Systems, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Water or Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Water or Sewer System.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(11) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Project Sponsor for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(12) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Project Sponsor.

(13) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Project Sponsor to the Loan Debt Service Account.

(14) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Water and Sewer Systems determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(15) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and the Associated Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(16) "Project" shall mean the works financed by this Loan and the Associated Loan and shall consist of furnishing all labor, materials, and equipment to construct the treatment project in accordance with the plans and specifications accepted by the Department for the following contracts.

(a) "City of Vero Beach Water Treatment Maintenance Building"

(b) "City of Vero Beach Field Services Complex"

The Project is in agreement with the "City of Vero Beach Project Plan" accepted by the Department effective May 12, 2009. A Florida Finding of No Significant Impact was published on May 1, 2009 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

(17) "Semiannual Loan Payment" shall mean the payment due from the Project Sponsor to the Department at six-month intervals.

(18) "Senior Revenue Obligations" shall mean the following debt obligations:

(a) City of Vero Beach, Florida, Water and Sewer System Refunding Revenue Note, Series 2008, issued in the amount of $14,833,000, pursuant to Resolution No. 08-16; and

(b) Any refunding bonds issued to refund the obligations identified above provided such bonds shall not increase annual debt service during the repayment period of this Loan.

(19) "Sewer System" shall mean all facilities owned by the Project Sponsor for collection, transmission, treatment and reuse of wastewater and its residuals.

(20) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Project Sponsor knows of no reason why any future required permits or approvals are not obtainable.

(5) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. Minority and Women's Business Enterprise goals as stated in the plans and specifications apply to this Project. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action as is necessary for compliance.

(8) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Water and Sewer Systems separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Water and Sewer Systems, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Project Sponsor's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Project Sponsor shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Project Sponsor shall collect such funds for application as provided herein. The Project Sponsor shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Project Sponsor to levy or appropriate ad valorem tax revenues; or preventing the Project Sponsor from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the Project Sponsor's Authorized Representative or its chief financial officer shall submit, pursuant to the schedule established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c)

insurance in effect for the facilities generating the Pledged Revenues adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The Project Sponsor agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The Project Sponsor covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Project Sponsor covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
FS984522-100	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$265,206	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $500,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a single or program-specific audit conducted in

accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. 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 Project Sponsor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the Project Sponsor 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. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor in which the $500,000 threshold has not been met. In the event that the Project Sponsor expends less than $500,000 in Federal awards in its fiscal year and 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 Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov/index?cck=1&au=&ck=.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at the following address:

Joe Aita, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
3900 Commonwealth Boulevard, MS 41
Tallahassee, Florida 32399-3123

(ii) 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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, **must be** submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

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

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Project Sponsor 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 address listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, 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, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, 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 Project Sponsor in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs, the Project Sponsor shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The Project Sponsor shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-552, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

(5) Record Retention.

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

The Project Sponsor is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Project Sponsor shall utilize the guidance

provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor.

The Project Sponsor should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

In addition, the Project Sponsor agrees to complete and submit the Certification of Applicability to Single Audit Act Reporting, Attachment A, attached hereto and made a part hereof, within four (4) months following the end of the Project Sponsor's fiscal year. Attachment A should be submitted to the Department's Grants Development and Review Manager at 3900 Commonwealth Boulevard, Mail Station 93, Tallahassee, Florida 32399-3000. The Grants Development and Review Manager is available to answer any questions at (850) 245-2361.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), 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 Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Project Sponsor shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Project Sponsor shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Project Sponsor fails to make a required Monthly Loan Deposit, the Project Sponsor's chief financial officer shall notify the Department of such failure. In addition, the Project Sponsor agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the

Department's claim on any revenues over prior claims of general creditors of the Project Sponsor, nor shall it be construed to give the Department the power to require the Project Sponsor to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Project Sponsor's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Project Sponsor shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Project Sponsor shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Project Sponsor shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Project Sponsor to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Project Sponsor is prohibited from selling, leasing, or disposing of any part of the Water or Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendments thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Project Sponsor covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Project Sponsor's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for engineering and administrative allowances, and reimbursement of the incurred construction costs and related services. Disbursement of the allowances shall be made upon the Department's receipt of a disbursement request form. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds

received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Project Sponsor is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE WATER AND SEWER SYSTEMS

5.01. RATE COVERAGE.

The Project Sponsor shall maintain rates and charges for the services furnished by the Water and Sewer Systems which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the Project Sponsor shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The Project Sponsor shall not permit connections to, or furnish any services afforded by, the Water or Sewer System without making a charge therefor based on the Project Sponsor's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Project Sponsor shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Water or Sewer System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE WATER AND SEWER SYSTEMS.

The Project Sponsor shall operate and maintain the Water and Sewer Systems in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Water and Sewer Systems which it deems desirable and which do not materially reduce the operational integrity of any part of the Water or Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Water and Sewer Systems.

5.07. COLLECTION OF REVENUES.

The Project Sponsor shall use its best efforts to collect all rates, fees and other charges due to it. The Project Sponsor shall establish liens on premises served by the Water or Sewer System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Project Sponsor shall, to the full extent permitted by law, cause to discontinue the services of the Water and Sewer Systems and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Water and Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and 6.01(7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Water or Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Water or Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Failure of the Project Sponsor to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon any event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Water and Sewer Systems, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Water and Sewer Systems and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Water and Sewer Systems, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus six percent, expressed as an annual interest rate, penalty of the amount due to the Department from any unobligated funds due to the Project Sponsor under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the interest rate on the unpaid principal of the Loan to as much as 1.667 times the Loan interest rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often

as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, on equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Project Sponsor under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to the Senior Revenue Obligations defined in Section 1.01 of this Agreement and to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Project Sponsor may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the Project Sponsor demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Water and Sewer Systems and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Project Sponsor and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues. However, no such consent is required with respect to issuance of Senior Revenue Obligations as defined in Section 1.01.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Project Sponsor shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan and interest, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law from time to time, may be made to effect defeasance of this

Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A final amendment establishing the final Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the Project Sponsor has not drawn any of the Loan proceeds by the date set in Section 10.07 for establishing the Loan Debt Service Account. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the Project Sponsor.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. RESERVED.

8.09. RESERVED.

8.10. COMPLIANCE VERIFICATION.

(1) The Local Government shall periodically interview a sufficient number of employees entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Local Government must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Local Governments must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. Local Governments shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Local Government must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The Local Government shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (2) and (3) above.

(5) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon contact Sheryl Parsons at

Parsons.Sheryl@epamail.epa.gov and to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/esa/contacts/whd/america2.htm.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification by the Authorized Representative that affirmative steps were taken to encourage Minority and Women's Business Enterprises participation in Project construction.

(6) Current certifications for Minority and Women's Business Enterprises participating in the contract. If the goals as stated in the plans and specifications are not met, documentation of actions taken shall be submitted.

(7) Assurance that the Local Government and contractors are in compliance with Section 1606 with labor standards, including prevailing wage rates established for its locality by the U.S. Department of Labor under the Davis-Bacon Act for Project construction.

(8) Certification that all procurement is in compliance with Section 1605 of the ARRA, which states that all iron, steel, and manufactured goods used in the Project must be manufactured or assembled in the United States unless (a) a waiver is provided to the Project Sponsor by the Environmental Protection Agency (EPA) or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Project Sponsor shall submit:

(1) Contractor insurance certifications,

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Project Sponsor shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Water and Sewer Systems (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of Revenue Producing Facilities of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Project Sponsor shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $265,206, to be disbursed to the Project Sponsor.

Capitalized interest is not disbursed to the Project Sponsor, but is amortized via periodic loan repayments to the Department as if it were actually disbursed. Capitalized interest is computed at the interest rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is $5,304 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of $265,206. An additional Loan Service Fee amount will be assessed for any additional funding provided by amendment to this Agreement. The fee shall be adjusted downward if adjustment of Project costs results in a Loan decrease, provided that the decrease amendment is executed before the first Semiannual Loan Payment due date.

Interest shall accrue on the Loan Service Fee at the rate, or rates, set for the Loan until the fee is paid. Loan Service Fee interest shall be compounded annually from the effective date of the Loan until six months before the first Semiannual Loan Payment is due at which time it is capitalized. The estimated Loan Service Fee capitalized interest is $0.

10.03. INTEREST RATE.

The rate of interest on the unpaid principal of the Loan amount specified in Section 10.01 is 2.43 percent per annum; however, if this Agreement is not executed by the

Project Sponsor and returned to the Department before January 1, 2011, the interest rate may be adjusted. A separate interest rate shall be established for any additional funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the Loan Service Fee and Loan Service Fee capitalized interest and the principle of level debt service. The Department will deduct the Loan Service Fee and all associated interest from the first two payments. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records.

Each Semiannual Loan Payment shall be in the amount of $8,579 until the payment amount is adjusted by amendment. The interest portion of each Semiannual Loan Payment shall be computed on the unpaid balance of the principal amount of the Loan, including Capitalized Interest. Interest also shall be computed on the unpaid balance of the Loan Service Fee and Loan Service Fee capitalized interest. Interest shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on April 15, 2011 and semiannually thereafter on October 15 and April 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $270,510, which consists of the Loan principal plus the Loan Service Fee with its capitalized interest.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of the Project Sponsor's Project audit or a Department audit. The Project Sponsor agrees to the following estimates of Project costs:

PROJECT COSTS

LINE ITEM	TOTAL COSTS	ARRA Loan DW310220	Direct Loan DW310221
Admin Allowance	12,892	0	12,892
Engineering Allowance	150,000	0	150,000
Construction	2,046,293	2,046,293	0
Contingency	102,314	0	102,314
Technical Services	27,043	27,043	0
Subtotal (Disbursable Amount)	2,338,542	2,073,336	265,206
Estimated Principal Forgiveness	(1,762,336)	(1,762,336)	0
Subtotal (Loan Amount)	576,206	311,000	265,206
Estimated Capitalized Interest	5,500	5,500	0
Total (Loan Principal Amount)	581,706	316,500	265,206

10.07. SCHEDULE.

The Project Sponsor agrees by execution hereof:

(1) Completion of Project construction is scheduled for October 15, 2010.

(2) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than October 15, 2010.

(3) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due January 15, 2010. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(4) The first Semiannual Loan Payment in the amount of $8,579 shall be due April 15, 2011.

10.08. SPECIAL CONDITION.

Project costs, as provided for in this Loan and the Associated Loan shall be reviewed, and may be adjusted, once the final Project costs have been established.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW310221 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Deputy Director and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Deputy Director.

for

CITY OF VERO BEACH

_____

Mayor

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

Attest

_____ _____

City Clerk City Attorney

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____

Deputy Director Date
Division of Water Resource Management

Attachment included as part of this Agreement:

Attachment A - Certification of Applicability to Single Audit Act Reporting

ATTACHMENT A
CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING

Grantee's Name:

Grantee Fiscal Year Period: FROM: _____ TO: _____

Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
$_____

INSTRUCTIONS FOR COMPLETING THE ATTACHMENT

Grantee Fiscal Year Period: FROM: **Month/Year** TO: **Month/Year**
NOTE: THIS SHOULD BE THE GRANTEE'S FISCAL YEAR FROM (MONTH/YEAR) TO (MONTH/YEAR).
Total State Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL STATE FINANCIAL ASSISTANCE EXPENDED FROM ALL STATE AGENCIES, NOT JUST DEP.
$_____

Total Federal Financial Assistance Expended during Grantee's most recently completed Fiscal Year:
NOTE: THIS AMOUNT SHOULD BE THE TOTAL FEDERAL FINANCIAL ASSISTANCE EXPENDED FROM ALL FEDERAL AGENCIES, NOT JUST THROUGH DEP.
$_____

The Certification should be signed by your Chief Financial Officer.
Please print the name and include the title and date of the signature.

CERTIFICATION OF APPLICABILITY TO SINGLE AUDIT ACT REPORTING
FREQUENTLY ASKED QUESTIONS

1. **Question:** Do I complete and return this form when I return my signed Agreement/Amendment?

   Answer: No, this form is to be completed and signed by your Chief Financial Officer and returned 4 months after the end of your fiscal year.

2. **Question:** Can I fax the form to you?

   Answer: Yes, you can fax the Certification form, the fax number is 850/245-2411.

3. **Question:** How can I submit the form if our audit is not completed by the due date of this letter?

   Answer: You should be able to complete the form from the information in your accounting system. This is just to let our Office of the Inspector General know which entities they should be getting an audit from. If you are under the threshold you do not have to submit a copy of your audit, only the Certification form.

4. **Question:** Do you only want what we received from DEP?

   Answer: No, the Single Audit is the TOTAL AMOUNT of funds that you expended towards all state or federal grants that you receive. You should list those that are specific to DEP on the form.

5. **Question:** Do I have to submit the completed form and a copy of my audit?

   Answer: No, you do not have to submit your audit unless you are over the threshold of $500,000. If you would prefer to submit your audit (CAFR) instead of the form, that is fine. You must submit a paper copy of your audit, we cannot receive it electronically.

6. **Question:** Our CAFR will not be ready before your due date and we don't have the information necessary to complete the certification. Can we get an extension?

   Answer: Yes, just send us an Email letting us know when you will have your CAFR completed and we will place the Email with your letter in our file so that you don't get a 2nd notice.

7. **Question:** Can I submit my Certification Form or CAFR electronically?

   Answer: Yes, you can submit them by Email to Debbie.skelton@dep.state.fl.us

STATE REVOLVING FUND
AMENDMENT 2 TO LOAN AGREEMENT DW310220
CITY OF VERO BEACH

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF VERO BEACH, FLORIDA, existing as a local government agency (Local Government) under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the Department and the Local Government entered into a State Revolving Fund Loan Agreement, Number DW310220, as amended; and

WHEREAS, certain definitions need to be added to the Loan Agreement; and

WHEREAS, Loan repayment activities need rescheduling to give the Local Government additional time to complete construction activities.

NOW, THEREFORE, the parties hereto agree as follows:

1. The following definitions are hereby added to Section 1.01. WORDS AND TERMS:

"Associated Loan" shall mean the money awarded to the Project Sponsor for the Project by the Department pursuant to the Associated Loan Agreement and amendments thereto.

"Associated Loan Agreement" shall mean the Drinking Water SRF Loan Agreement, Number DW310221, including amendments thereto, between the Project Sponsor and the Department.

2. Subsections 1.01(12) and (14) are deleted and replaced as follows:

(12) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and the Associated Loan and shall be the Gross Revenues derived yearly from the operation of the Water and Sewer Systems after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of the Senior Revenue Obligations and any senior obligations issued pursuant to Section 7.02 of this Agreement.

(14) "Project" shall mean the works financed by this Loan and the Associated Loan and shall consist of furnishing all labor, materials, and equipment to construct the treatment project in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "City of Vero Beach Water Treatment Maintenance Building"

(b) "City of Vero Beach Field Services Complex"

The Project is in agreement with the "City of Vero Beach Project Plan" accepted by the Department effective May 12, 2009. A Florida Finding of No Significant Impact was published on May 1, 2009 and no adverse comments were received. The Project is an Equivalency Project as defined in Chapter 62-552, Florida Administrative Code.

3. Section 8.02 of the Agreement is deleted and replaced as follows:

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

4. Unless repayment is further deferred by amendment of the Agreement, Semiannual Loan Payments as set forth in Section 10.05 shall be received by the Department beginning on April 15, 2011, and semiannually thereafter on October 15 and April 15 of each year until all amounts due under the Agreement have been fully paid.

5. The items scheduled under Subsections 10.07 (4) and (5) of the Agreement are rescheduled as follows:

(4) The initial annual certification required under Subsection 2.01(10) of this Agreement shall be due January 15, 2011. Thereafter the certification shall be submitted no later than September 30 of each year until the final Semiannual Loan Payment is made.

(5) The first Semiannual Loan Payment in the amount of $15,003 shall be due April 15, 2011.

6. All other terms and provisions of the Loan Agreement shall remain in effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Amendment 2 to Loan Agreement DW310220 shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Deputy Director and the Local Government has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Deputy Director.

for

CITY OF VERO BEACH

_____

Mayor

Attest

I attest to the opinion expressed in Section 2.02 of the Agreement, entitled Legal Authorization.

_____

City Clerk

_____

City Attorney

SEAL

for

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____

Deputy Director
Division of Water Resource Management

_____

Date

10)

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Brian Heady
City Councilmember

DATE: December 15, 2010

SUBJECT: Change time of Council Meeting

It would be my suggestion that we change the time of our day Council meeting to 12:00 p.m. instead of 9:30 a.m. This would give Councilmembers or staff the opportunity to attend the County Commission meeting if they needed to. It also allows a County Commissioner or County staff member to attend our Council meeting if they would like to.

I would appreciate your consideration in this matter.

BH/tv

11

MEMORANDUM

TO: Mayor Jay Kramer and
City Councilmembers

FROM: Brian Heady
Councilmember

DATE: December 15, 2010

SUBJECT: Debit Card

It would be prudent that the City look into accepting debit cards from citizens of the community to allow them to pay their utility bills or occupational license. The expense to do this should be minimal and it would be a convenience offered to our community.

Thank you for your consideration in this matter.

BH/tv