

CITY OF VERO BEACH, FLORIDA
AUGUST 17, 2010 6:00 P.M.
REGULAR CITY COUNCIL MEETING
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

A G E N D A

1. CALL TO ORDER

- A. Roll Call
- B. Invocation – Dr. Earl Morgan/First Christian Church
- C. Pledge of Allegiance

2. PRELIMINARY MATTERS

- A. Agenda Additions, Deletions, and Adoption
- B. Proclamations
- 1. National Health Center Week – August 8 – 14, 2010
- 2. 35th Anniversary of the VNA
- 3. Cheryl Conely/Teacher of the Year
- C. Public Comment
- D. Adoption of Consent Agenda
 - 1. Regular City Council Minutes – July 20, 2010
 - 2. Special Call City Council Minutes – July 15, 2010
 - 3. Special Call City Council Minutes – July 20, 2010
 - 4. Monthly Capital Projects Status Reports
 - 5. Bid No. 370-09/PW – Relay Testing Service Contract for the T&D Department

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

3. PUBLIC HEARINGS

- A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 58 “Personnel and Retirement,” Article II, Division 4 of the Code of Ordinances of the City of Vero Beach to provide for Compliance with State and Federal Laws and Regulations and Section 401(a) of the Internal Revenue Code; providing for repeal of all Ordinances in conflict herewith; providing for severability; providing for codification and providing an Effective Date.
- B) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Part III Land Development Regulations, Title VII Land Development, by adding Chapter 78 to be entitled “Dog-Friendly Dining”; establishing the City of Vero Beach “Dog-Friendly Dining Program” providing a Local Procedure and Regulations pursuant to Florida Statutes Section 509.233 to permit exemption from certain provisions of the United States Food and Drug Administration Food Code as adopted by the Florida Division of Hotels and Restaurants in order to allow Patrons’ Dogs within certain designated outdoor portions of Public Food Service Establishments; providing for Enforcement; providing for Conflict and Severability; providing for codification; providing for an Effective Date.
- C) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 54 Parks and Recreation, Section 54-2 Definitions, by adding Definitions for “Bloodbaiting” and “Chumming” and amending certain other definitions for clarification and consistency; amending Section 54-49 Water Activity and Surfing, by adding Subsection 54-49(e) making unlawful Bloodbaiting and Chumming from any Park or Beach within the City and in the Waters of the Atlantic Ocean within on-half mile of the mean High-Water Line within the City limits and amending certain other provisions for Clarification and Consistency; providing for Conflict and Severability; providing for Codification; providing for an Effective Date.
- D) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 74, Traffic and Vehicles, Article V Intersection Safety, in order to comply with “Mark Wandall Traffic Safety Act,” Laws of Florida, Chapter 2010-80; providing for Implementation of the “Mark Wandall Traffic Safety Program” and the use of Traffic Infraction Detectors in the City; authorizing Traffic Infraction Enforcement Officers to issue notices and citations pursuant to the program; providing for Conflict and Severability; providing for Codification; providing for an Effective Date.
- E) A Resolution of the City of Vero Beach, Florida, approving the Transmittal to the State of Florida Department of Community Affairs of a proposed City of Vero Beach Comprehensive Plan Amendment to Amend the Text of the Land Use Element, Traffic Circulation Element and Capital Improvements Element; providing for an Effective Date.

F) An Ordinance of the City of Vero Beach, Florida, amending the Text of the Land Use Element, Traffic Circulation Element, and Capital Improvements Element of the City of Vero Beach Comprehensive Plan by Revising or Creating Policies to Encourage the Location of Multi-Modal Transportation Facilities including an Amtrak Passenger Rail Station in Downtown Vero Beach; revising the Level of Service Standard for A1A North of State Route 60 (Beachland Boulevard) and clarifying language describing roadway level of service standards; providing for an Effective Date.

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

- A) A Resolution authorizing the City of Vero Beach, Florida, to enter into a Supplemental Joint Participation Agreement with the State of Florida, Department of Transportation, to Rehabilitate Runway 11L-29R to include Taxiway F and Connectors and Lighting (FDOT #416303-1-94-01).
- B) A Resolution authorizing the Mayor of the City of Vero Beach to accept a Grant Offer from the Federal Aviation Administration to Fund an Airport Improvement Project entitled: AIP Project No. 3-12-0083-034-201 Rehabilitate Taxiway "C" and a Section of Runway 11R/29L.

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

- A) An Ordinance of the City of Vero Beach, Florida, abandoning all of that 7.5 foot wide alley lying North of Lots 1 through 12, between 21st Street and 22nd Street, of Conn Addition Subdivision.
- B) A Resolution of the City of Vero Beach, Florida, adopting a Revised Schedule of Fees for Use of Recreation Department Facilities and for Participation in Recreation Programs; providing for an Effective Date.
- C) An Ordinance of the City of Vero Beach, Florida, requested by Indian River Plaza, LLC, to amend the Official Zoning Map by Changing the Zoning Designation from B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District for the property located generally South of the Southwest Corner of the Intersection of US Highway No. 1 and 16th Place, in the City of Vero Beach, including all of Tracts I and II of Indian River Plaza, according to the Plat recorded in Plat Book 10, Page 73, of the Public Records of Indian River County, Florida, containing 16.343 acres, more or less; and providing for an Effective Date.

6. CITY CLERK'S MATTERS

7. CITY MANAGER'S MATTERS

- A) Discussion and Comments Regarding Moratorium on Opening of Pain Management Clinic
- B) Property, Casualty and Workers' Compensation Insurance – 2010-2011 Renewal Evaluation
- C) Utility Management Consulting Services
- D) Award of Bid No. 310-10/CSS – Pebble Quicklime Annual Supply Contract
- E) Renewal of Bud No. 240/09/JV – Annual Street and Parking Lot Resurfacing Program Annual Contract
- F) Award of Bid No. 270-10/JV – Disaster Debris Removal Contract
- G) Electric Utility Discussion – John Lee

8. CITY ATTORNEY'S MATTERS

9. CITY COUNCIL MATTERS

- A. Old Business
 - B. New Business
- 1. Renaming 22nd Avenue between 14th and 15th Avenues in honor of Graham W. Stikelether, Jr. – Requested by Councilmember Tom White
 - 2. Discussion of Interim City Manager – Requested by Vice Mayor Sabin Abell
 - 3. Discussion of letter addressed to Chairman Peter O'Bryan, County Commissioner dated July 27, 2010 – Requested by Councilmember Ken Daige

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

- A. Mayor Kevin Sawnick's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments
- B. Vice Mayor Sabin Abell's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

- C. Councilmember Tom White's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments
- D. Councilmember Brian Heady's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments
 - 1. FPL and public business in the public eye
 - 2. Liars, Cheats and Thieves
 - 3. Bad information = bad decisions
- E. Councilmember Ken Daige's Matters
 - 1. Correspondence
 - 2. Committee Reports
 - 3. Comments

11. ADJOURNMENT

Council Meetings will be televised on Channel 13 and replayed.

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

CITY OF VERO BEACH, FLORIDA
AUGUST 17, 2010 6:00 P.M.
REGULAR CITY COUNCIL MINUTES
CITY HALL, COUNCIL CHAMBERS, VERO BEACH, FLORIDA

1. CALL TO ORDER

A. Roll Call

Mayor Kevin Sawnick, present; Vice Mayor Sabin Abell, present; Councilmember Tom White, present; Councilmember Brian Heady, present and Councilmember Ken Daige, present **Also Present:** James Gabbard, City Manager; Charles Vitunac, City Attorney and Tammy Vock, City Clerk

B. Invocation

The invocation was given by Dr. Earl Morgan of First Christian Church.

C. Pledge of Allegiance

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

2. PRELIMINARY MATTERS

A. Agenda Additions, Deletions, and Adoption

Mrs. Tammy Vock, City Clerk, requested that item 3-D) Ordinance regarding the red light cameras be tabled until the October 5, 2010 City Council meeting. She also asked that at the request of the applicant that item 7-A) "Discussion and Comments Regarding Moratorium on Opening of Pain Management Clinic" be heard after Public Comments.

Mr. Daige referred to item 7-A) being moved up on the agenda and wondered if there would be public comments.

Mr. James Gabbard, City Manager, did not plan on there being any public comments.

Mr. Heady did not mind moving this item up on the agenda as long as the public has the opportunity to address this issue if they wish to.

Mr. White pulled item 9D-1) "Renaming 22nd Avenue between 14th and 15th Avenues in honor of Graham W. Stikelether, Jr." off of the agenda.

Mr. Heady reported that he sent a memorandum to the City Clerk requesting items be placed under Old Business and New Business, none of which are on the agenda (attached to the original minutes). He requested that all the items in his memorandum be added to tonight's agenda. He noted that the items were received by the City Clerk timely and

were items that he desired to speak about. He said that they were matters of public importance, matters over which this Council has authority and matters that the public has the right to hear. He said that he would like each and every single item that he requested in a timely matter to be placed on the agenda.

Mayor Sawnick stated that it was Council's policy that items added to the agenda must have adequate backup. Council directed the City Clerk not to place items on the agenda without proper backup. He stated said that if you (Mr. Heady) would like to add those items to the agenda at this time, he could make a motion.

Mr. Heady made a motion to add under Old Business: 1) the FEMA audit going on – Homeland Security going on, 2) consideration of the ballot initiative for electric utility to be placed on the ballot in November, 3) discussion of replacing the vacancy in City Manager Office, 4) reconsideration of presentation of a financial matter from Dr. Faherty and Glenn Heran and setting up a date for such a presentation, 5) still waiting for the answers from the City Manager that have been requested meeting after meeting, 6) missing report from the City Manager requested by Councilmember Daige, 7) other considerations of the November election, 8) the 8/12/08 County Commission to be played with a discussion to follow, 9) update on a Federal Lawsuit, 10) honest services fraud, 11) golf course, and items to add under New Business: 1) water and sewer issues and 2) City Parking. The motion died for lack of a second.

Mayor Sawnick made a motion to adopt the agenda as amended. Mr. White seconded the motion and it passed 4-1 with Mr. Heady voting no.

B. Proclamations

- 1. National Health Center Week – August 8 – 14, 2010**
- 2. 35th Anniversary of the VNA**

Mayor Sawnick read and presented both proclamations.

3. Cheryl Conely/Teacher of the Year

Mayor Sawnick presented Mrs. Cheryl Conely, Teacher of the Year, with a Key to the City.

C. Public Comment

Mr. Darryl Rivers of Vero Beach, Ms. Pamela Stern, 1166 Pelican Bay Drive, Daytona Beach, Florida and Mr. Mike Skidero (spelling may be incorrect), 1166 Pelican Bay Drive, Daytona Beach, Florida, introduced themselves to the Council.

Mr. Mike Skidero reported that he would be speaking on behalf of Mr. Rivers and Ms. Stern. He said that they were before Council a few weeks ago and they had a full house attending that meeting. He said that the turnout tonight was a little less, which he felt

was because the demoralization was beginning to set in. The communication they received at the last Council meeting was that they would work this out and get this taken care of and then three days later the drastic cuts that the Police Officers were being asked to shoulder continues. They are present tonight to ask that Council reconsider this as they are at the two minute warning. He said that over the past few weeks there have been burglaries taking place, and these Officers are risking their lives pursuing this every step of the way. He said that this was a very serious time where crime is not going down. The types of crimes that these Officers have been pursuing is exactly systematic of what happens in an economic downturn like this. He hoped that Council did not think they were asking for raises. They have frozen their step increases for the last two years in an effort to work harmoniously with the City. They have offered to take furlough days. But that has not been enough and now they are being told that there would be health insurance increases. He said there are times to look at this, but now is not the time. He felt that Council understands the problem, but he didn't want anything else to get lost in translation. They are not asking for anything new. They are willing to give back. It is up to Council to determine what happens next. He asked that they find somewhere else to balance the budget.

Mr. Heady asked is there a verifiable increase in the crime rate in the City of Vero Beach.

Mr. Skidero felt that if they spoke with the 20 some odd businesses that have been burglarized in the past two weeks they would say there is. Nationally, they are seeing these types of economic crimes taking place more often.

Mr. Heady said that if there is a variable increase in the crime rate in the City, as a Councilmember, he would like to know about it and have some documentation on it.

Mr. Skidero said that he would work with Police Chief Don Dappen and get those numbers to Council.

Mr. Heady said that what he has heard is that they (Police Officers) were not asking for increases, that they are willing to take furlough days so the bottom line is the decrease in the Officers' take home pay. The only issue that they were concerned with is the increase in the health insurance plan.

Mr. Skidero said it was his understanding that that is the main stumbling block.

Mr. Heady asked Mr. Skidero what is the increase per employee in the health insurance plan that they are being asked to absorb.

Mr. Skidero answered a 35% increase per person.

Mr. Heady asked what is that in dollars.

Ms. Barbara Morey, Risk Manager, reported that there are three tiers employees get to choose from. The base plan is not as big a plan and does not cover as fully as what is available now and is a decrease to employees.

Mr. Heady asked so there is an opportunity for employees to have a decrease.

Ms. Morey answered yes. She then went over each plan with the Council. She explained that the base plan would be a decrease of \$50.28, the middle plan would have an increase for a full family of \$42.58 per month and the high plan, which is what they have now, would be an increase of \$181.88.

Mr. Heady said if an employee of the Police Department is on a family plan, they are being asked to keep their raises in check, to take furlough days, and in addition to no raise and decrease in pay, they are being asked to increase their expense by \$181.00.

Ms. Morey explained that it is not just the Police Officers, it is all the employees.

Mr. Heady said as a Councilmember, he is not giving up a raise and he is not taking furlough days. He said that the public watches these meetings and wants to know what they are talking about. He asked what is the average salary for a Police Officer.

Mr. Robert Anderson, Human Resources Director, stated that the minimum salary for Police Officers \$37,900 and the average salary is about \$54,000.

Mayor Sawnick said that Council knows this is a serious matter and would take their concerns into consideration.

Mr. White asked when is the next negotiation meeting.

Mr. Anderson reported that the full next Teamster's Negotiation meeting will be held tomorrow morning. They have narrowed their (the Teamsters') issue down to the increase to the retirement plan. The Teamster's are willing to accept the change in the health insurance. The next meeting with the Police Benevolent Association (PBA) will be held on Thursday at 2:00 p.m.

Mr. Heady asked did the Teamsters receive any increase in pay.

Mr. Anderson answered no.

Mr. Heady said the Teamsters are similarly situated with Police Officers in that they are not getting increase in pay and they have tentively agreed to the increase in health insurance, but there is still a question with them in respect to the pension plan.

Mrs. Tracy Carroll, Live Oak Road, wanted to bring to their attention something that happened earlier in tonight's meeting. The City Council denied to second Mr. Heady's agenda items and one of those items was something new that he was trying to bring to the

City. The issue was to bring a nonbinding referendum on the November ballot to allow the voters in this community to let Council know if they want to sell the electric utility. Mr. Heady couldn't get a second to his motion and therefore he was not allowed to put that to a vote. Four men on this Council decided that they did not want to know what the voters cared about concerning the electrical issue. They decided that they do not care what the voters want to say on this issue. Over 900 people have signed petitions that they want this on the ballot. She then read some of the names on the petition. There are 900 voters who have already said that they care, but Council said no.

Mayor Sawnick explained that the items were not put on the agenda because there was no backup provided.

Mr. Heady said that was absolutely not true.

Mr. White stated that the City was currently in talks with FP&L about purchasing the City's utilities. Council is trying to do what the voters want as a governing body. He took offense that it was stated that Council does not care because they do.

Mr. Heady said the allegation by the citizen that they (Council) does not care is accurate. If they cared what the voters wanted then they would entertain this discussion. The fact that they are in discussions with FP&L makes it more important that they have discussion between the Councilmembers as to whether or not they want to listen to the voters in a straw ballot. The idea that he was going to present was to put an initiative on the ballot and see if the voters want to sell the Power Plant at any price. If the majority of the voters say that they don't care what FP&L has to offer that they don't' want to sell the Power Plant. He felt that as Councilmembers, they have the obligation to listen to the voters. The only way they are going to know is to open it up to the voters in a ballot vote. His suggestion was going to be that they discuss a ballot initiative for a nonbinding vote. There was no way he could put on the agenda what is going to be discussed on that item. He asked how could he have adequate backup on a potential discussion that may or may not happen. He felt that Mrs. Carroll was absolutely right and they should reconsider putting that on the ballot. He made a motion that Council make a reconsideration of that and have a discussion between the Councilmembers at this meeting as to whether or not they want to put on the ballot in November, a nonbinding referendum and ask the voters whether or not they have any interest in selling the electric utility.

Mayor Sawnick stated that now is not the time to make a motion. If Mr. Heady wrote everything down that he just stated, that would be adequate backup for discussion at the next Council meeting.

Mr. Heady asked that the City Clerk type his previous statements verbatim to be placed on the next Council agenda. He said that this was already approved by the Mayor (please see attached).

Ms. Marjorie Manicosy, (spelling may be incorrect) 8831 Lakeside Circle, was present to advocate the passage of the Ordinance on dog-friendly dining. She asked Council to give restaurants who would like to do this the opportunity to do it.

Mr. Lee Olson, General Manager Waldo's Restaurant, introduced himself to Council.

Mr. Charles Vitunac, City Attorney, stated that this matter is on the agenda under Public Hearings. He explained to Mr. Olson that he could wait and make his comments at that time if he chooses.

Mr. Olson said that he would wait until then to make his comments.

Mr. Daige requested to speak before Public Comments is closed.

Mrs. Linda Hillman, 2315 18th Avenue, had a few questions for Mr. Heady. She asked how much money does the Power Plant put into the General Fund.

Mr. Heady answered approximately \$6,000,000.

Mrs. Hillman asked Mr. Heady, as a proponent to sell the Plant, plan on putting that money back without raising taxes and lowering services.

Mr. Heady said Mrs. Hillman was absolutely incorrect in her characterization of the question. She stated that he was a proponent of the sale. He said that nothing could be further from the truth. He is a proponent of putting all the facts before the City Council, of asking the taxpayers, the citizens, who own the Plant the opportunity to tell Council how it is that they want to represent us. He said that he has tried month after month to have a financial analysis by Dr. Faherty and Mr. Glen Heran put in front of Council. In that analysis there are many scenarios with different sale figures that are represented that shows what would happen to the taxes, what would happen to the General Fund, what would happen to the expenses, and what would happen to the income. That presentation has been given to Indian River Shores and the Indian River County Commission. The stakeholders, the City of Vero Beach residents, have been denied the opportunity to see that presentation because this Council has refused to allow that on the agenda time after time. The presentation was also given to FP&L. Mr. Glen Heran, Dr. Stephen Faherty and Mr. John Lee, Acting Electric Utilities Director, met with FP&L. This was not in any way a visit to negotiate any kind of sale, but rather an opportunity for them to speak with FP&L to make a determination as to whether or not their financial analysis was correct and to see if FP&L saw any holes in their analysis. Some of the scenarios show that the General Fund would not need any transfer because they would have enough debt reduction and residual amount left from the sale that just the interest would supply the needs for the General Fund. In addition, the General Fund would fewer needs on the expense side. If they (City Council) are going to make intelligent decisions then they need all of the facts. If Dr. Faherty and Mr. Heran have an incorrect analysis, the City staff could probably make the necessary corrections.

Mrs. Hillman said from what she understood Dr. Faherty and Mr. Heran to say is that \$100,000,000 would be a good price for the Power Plant. Mr. Heady just stated that he would sell it at any price.

Mr. Heady said that if she replayed this meeting, he did not think that she would have heard him ever saying that. He said not just now or any other time, did he say that he would sell at any price.

Mrs. Hillman said as far as she understands, there is a large debt to the Power Plant that has to be paid. Mr. Heady is saying that services would have to be cut and they would have to be cut because the General Fund would no longer be taking in money.

Mr. Heady did not think that he said services would be cut.

Mrs. Hillman said that Mr. Ligori (spelling may be incorrect) wrote an article in the newspaper that stated Mr. Daige represents 13,000 voters in the City. She said there are 13,000 voters, but 18,000 City residents. He, as well as every Councilmember, represents every person whether they vote or not. She said that she pays in taxes \$461 each year to the County's General Fund and she only paid \$290 to the City of Vero Beach this year. She also pays \$257 each year for emergency services, but if she was to need an ambulance, she would have to pay for it. She said that the County is getting a lot of her money. She asked Mr. Lee to look at her utility bill for July 2009 versus July 2010. She reported that she only paid \$21.00 more this year than last year. She felt that it was ridiculous that people are considering selling the Power Plant because of \$21.00 a year. She said that the City helped pay for the underground utilities for County residents. She did not have underground utilities in her neighborhood. She felt that the County residents were getting more privileges than the City residents. She felt that this should go on the November ballot because she felt that there were people in the City who need to step up to the plate and vote. They need to understand what the County is trying to do to this City. They would lose a lot of services.

Mr. Heady said the question of the cost burying electric lines came up a couple of meetings ago with respect specifically to Grand Harbor. It was his understanding that the developers put the conduits in and the City utilities pulled the wires and it was not an expense to the City for burying the utilities. It was an expense to the developer.

Mr. Daige said Mr. Heady was correct that when developers come in to put a new development online, it is law that they do the underground utilities. The undergrounding program was started in Indian River Shores and a lot of that was done and the system paid for it, which was \$100 million dollars plus. He noted that the program has been discontinued.

Dr. Valerie Piel, (spelling may be incorrect) 1861 Sandpiper Road. She stated that she has been a resident and Veterinarian here for 18 years. She appreciated the opportunity to speak about doggy dining. She said that she was very pro for the establishments that

wish to have it. She said that she has enjoyed going to Greenhouse Café with her puppies.

Ms. Barbara Lambing, 34 Plantation Drive, stated that this is the third time she has come before Council. Last month she proposed a fundraising budget for the City to offset some of their expenses. She said that they were in a terrible gas situation. There are a lot of gas stations closing nationwide. She suggested saltwater as a substitute source of energy. She asked Council to consider a failsafe policy so that if everything else fails a solar substation and a streetcar project on Route 60 to the beach so that people could get back and forth from work.

Mr. Jason Causdra, (spelling may be incorrect) 1406 35th Avenue, stated that he was concerned with Council's decision to outsource the search for a City Manager. He felt that this Council was equipped to do the search. He felt that Mr. Gabbard would be instrumental in seeking his successor. Council was elected to do these jobs instead of looking to someone else who does not have a feel to the community. Council has a feel for the local community and the businesses that are here and the type of person who would be able to manage the City effectively. He hoped that they were not buying a \$20,000 CYA policy in case something goes wrong with the City Manager. Spending public money and sending someone to do a job that Council and staff can do does not make sense. He hoped that Council would reverse their decision and begin searching locally and then move outward.

Mr. Heady went to the public podium and requested to speak.

Mayor Sawnick asked Mr. Heady to return to his seat.

Mr. Heady requested to speak as a citizen.

Mayor Sawnick said that as a Councilmember, Mr. Heady should be in his seat listening to the public. He did not think this was appropriate at this point and stated that they were not going to discuss this.

Mr. Heady said that he was at the citizen podium.

Mayor Sawnick called Mr. Heady out of order. He said that Mr. Heady was not following the rules. He then read Section 2-53(2)(a) of the Code. He stated that Mr. Heady must follow directions of the presiding officer.

Mr. Heady said that he was not at the podium as a Councilmember. He was there as a citizen of this community.

Mayor Sawnick called for a five-minute break at 6:55 p.m.

Mayor Sawnick called the meeting back to order and asked the City Clerk to let the record show that Mr. Heady was called out of order multiple times by the presiding officer and that he failed to follow directions of the presiding officer.

Mr. Heady stated to let the record show that he left podium and went down to the citizen podium to speak as a citizen and reminded the Mayor of that on several occasions. That the City Council has decided they could shut him up as a Councilmember, but he has not given up his rights as a citizen. He was at the citizen podium speaking under Public Comment at which point the public is allowed to speak and he was denied the opportunity.

Mr. Daige referred to the citizen who spoke on an electric issue with a referendum. He said that the City received a letter from the Supervisor of Elections and asked the City Clerk to read the letter into the record (on file in the City Clerk's office).

Mrs. Vock reported that the City received the letter on July 27, 2010. She then read the letter into the record.

D. Adoption of Consent Agenda

- 1. Regular City Council Minutes – July 20, 2010**
- 2. Special Call City Council Minutes – July 15, 2010**
- 3. Special Call City Council Minutes – July 20, 2010**
- 4. Monthly Capital Projects Status Reports**
- 5. Bid No. 370-09/PW – Relay Testing Service Contract for the T&D Department**

Mr. White made a motion to adopt the Consent Agenda. Mr. Daige seconded the motion and it passed unanimously.

At this time, the Council discussed item 7-A) Discussion and Comments Regarding Moratorium on Opening of Pain Management Clinic.

Mr. Tim McGarry, Planning and Development Director, stated that the reason this was before Council tonight is because an issue came up regarding the City's moratorium on pain management clinics. This is not an issue that could be addressed by staff. It needs to be addressed by the City Council. He said the intent of the moratorium is to prevent the spread of "pill mills" in the City of Vero Beach, but because the Ordinance is so broad it has unintentional consequences. He said that Dr. Khalaf submitted an application and staff believes that Dr. Khalaf's situation might fall under the unintended consequences of the Ordinance. The wording of the moratorium states that Dr. Khalaf must certify under pain management, which would preclude him from moving forward. He said that staff would be working with the County on permanent regulations that would take a few months. Therefore, staff felt that it would be appropriate for Dr. Khalaf to speak with Council to see if he could get some relief.

Mayor Sawnick explained that Council did pass a moratorium on pain clinics in the City.

Dr. Majid Khalaf, 5249 3rd Lane, said that he was an Intervention Pain Doctor. He said that he does not really dispense pain medication. The main part of his clinic is treating pain, not giving medication. He said that he has had two offices, one in Sebastian and one in Ft. Pierce, for the past five years. He has a good practice, good reputation and good clientele. He said the only thing he was trying to do was to combine both offices and open one in Vero Beach. He has been trying to do this for the past year and a half and now they found out there is a moratorium. He said that this was not a new office, just a new location. He again stated that he does not dispense medication, he is not a “pill mill.”

Mayor Sawnick asked with the moratorium, is Council allowed to make special exceptions.

Mr. Vitunac said the construction of the office building was going to take several months and might not be ready before the moratorium Ordinance expires. They would like permission to allow Dr. Khalaf to begin the physical work on the building reconstruction while they amend the Ordinance to make it legal. Dr. Khalaf would not open his clinic until it is legal.

Mr. McGarry suggested that they take moratorium Ordinance and make some minor modifications to it and at the same time, allow Dr. Khalaf to submit his site plan. He noted that they would not approve the site plan until the Ordinance has been amended to allow him to establish his place.

Mr. Heady asked why is there prohibition on this when he (Dr. Khalaf) is a medical Doctor who would be building medical offices.

Mr. Vitunac explained that if the Doctor called himself a pain clinic then he falls under the State definition.

Mr. Heady said then the change that may need to happen is not the City changing their Ordinance, but the Doctor removing the word “pain” from the application.

Mr. Vitunac said that was discussed with Dr. Khalaf, but he did not want to be seen as not being honest.

Mr. Daige asked wouldn’t that be something that the State would regulate.

Mr. Vitunac felt that if they took the words “pain clinic” out and said “medical clinic” then they could give him approval.

Mr. McGarry said Dr. Khalaf has to certify with the State even if he took out “pain clinic.”

Mr. Heady asked why. He said that Dr. Khalaf is a medical doctor.

Mr. McGarry said that the City did a blanket no more “pain clinics.” He said that the State does have exceptions, but it does not cover private clinics. He pointed out that they were hoping the new State regulations would come to play by October 1st, but they have been doing further work in Palm Beach County.

Mr. Daige said this site is located at 1936 32nd Avenue. He asked if he was correct that they were before the Planning and Zoning Board several months ago for site plan approval to build something there.

Mr. McGarry said they had a neighborhood meeting and then they went before the Architectural Review Commission. They submitted an application, but their contractor did not respond to their comments. Under the City’s Code after 30 days it is abandoned, which is what happened. He said that they could build a building, but they would be taking a risk that they can’t occupy the building.

Mr. Daige hoped that Council would hold off pushing this through tonight. He said that this building backs right up to a very nice residential area and the neighborhood has not been notified. He said that he would rather see this air out and not change the Ordinance right now. He would rather have staff work with the County on this and come up with proper wording to protect our community. He felt that if Council pushes this through, they were going to get a lot of negative feedback from the community. He said that he was not in favor of the current clinic that was opened. Council did not know that was happening and he would not support this whatsoever at this time.

Mr. Heady asked Dr. Khalaf if he was allowed to build, would he dispense any medication at all.

Dr. Khalaf said that he has to dispense some medication, but his main stream of pain management is intervention. He does a lot of procedures to help patients with pain.

Mr. Heady asked Dr. Khalaf if he accepts cash.

Dr. Khalaf answered yes.

Mr. Heady asked Dr. Khalaf if he accepts credit cards, personal checks and insurance.

Dr. Khalaf answered yes.

Mr. White asked Dr. Khalaf if he would be writing prescriptions.

Dr. Khalaf answered yes. He said that he does not dispense medication from his office.

Mr. Heady said that pain clinics dispense from their location and if Dr. Khalaf dispensed medication from his location then he would have a problem.

Mr. Abell felt that Council needed to give Dr. Khalaf some assurance that if he builds the building that he can operate out of it.

Mr. Daige felt that the way this item was on the agenda (under City Manager's Matters), it would only be fair to the surrounding neighborhoods that they should know about it. If they are going to push this through then they need to hear from the neighborhoods. He felt that they should at least wait until their next meeting.

Mr. White asked Mr. McGarry if this has gone before the Planning and Zoning Board.

Mr. McGarry answered no. He said that they did have a neighborhood meeting. He said that they would be bringing the change in the Ordinance back to Council at their next meeting and they probably would have a first reading and public hearing on it. He just needs to know if Council is amendable to that and to allow the Doctor to submit his site plan.

Mr. Daige did not have a problem with the site plan submittal.

Mr. White said if Council gives the okay to change the Ordinance, that there be no medication dispensed at the location.

Mayor Sawnick asked is the direction needed from Council to allow staff to clarify the Ordinance.

Mr. Daige asked if someone went to a clinic and the Doctor writes a prescription that could not be filled at a drug store, could they go to a pain clinic to get the prescription filled.

Mr. Gabbard said that any legitimate prescription has to be filled at a pharmacy.

Dr. Khalaf explained that interventional pain management is to help people so they don't have to go through surgery. There are some pain medications involved, which the patient would have to go to a pharmacy to get it filled. He said that he has a very good relationship with the pharmacy. The pharmacy would send him a list of all the patients who have multiple doctors who write them prescriptions. He also has a good relationship with the Police Department. They always have good communication on if a patient is abusing pain medication. He said that he actually tries to get people off of pain medication.

Mr. Daige asked Dr. Khalaf if he owns the property.

Dr. Khalaf answered yes.

Mr. Daige asked is the property for sale. He explained that he looked up the property today and found that it was listed for sale. He asked Dr. Khalaf if this goes through, would he stay.

Dr. Khalaf answered yes.

Mr. Daige said then therefore, he would take the property off the market.

Dr. Khalaf answered yes.

Mr. Daige asked Mr. Vitunac, by allowing this to go through and Council gives direction to move forward with the Ordinance, staff would look at the State Statute so everything is legal so there would not be any problems in the future. He said that they needed to make sure that if the property is sold in the future that a “pain clinic” would not be allowed. He wanted to make sure that they protect the City. They already got caught by having a pain clinic in the City and there are a lot of people who are not happy about it. He asked Mr. Vitunac is that clear.

Mr. Vitunac answered yes.

Mr. Heady asked Mr. Vitunac if Council was to entertain a conditional use, would that conditional use run with the land or strictly with his business.

Mr. Vitunac explained that conditional uses have to do with type of uses.

Mr. Heady said that the doctor could leave and whoever bought the property could operate it as a pain clinic.

Mr. Vitunac explained that if they have a valid use as a pain clinic and the property is sold, the new owner could have a pain clinic as long as they meet the City Code, County Code and State law.

Mr. Heady asked is there something that they could write that meets State requirements that would allow this Doctor to run a medical office in that facility without the possibility of him selling it and then having a pain clinic move in.

Mr. Vitunac answered no. He explained that whoever the purchase the property would have to comply with the law.

Mr. Daige felt that staff understood where he was coming from and they know what he does not want.

Mr. McGarry said that staff would do a minor amendment to the existing Ordinance, which would allow Dr. Khalaf to continue with his building. They would work on the final regulations with the County and would bring it back to Council at a future meeting.

Mr. Heady clarified that when he was discussing a moratorium on pain clinics, the kind of operation that he was talking about was an operation that dispenses medication from their facility. That they accept cash, they don’t accept credit cards, checks or insurance and they are “pill mills.” That was the intent of the moratorium and he thought that was

clear at the time. He did not intend nor did he want this Ordinance to have any impact on a legitimate medical doctor. He said that Dr. Khalaf said that he is a medical doctor, which he (Mr. Heady) was not sure that he understood why the moratorium would impact him.

3. PUBLIC HEARINGS

- A) An Ordinance of the City of Vero Beach, Florida, amending Chapter 58 "Personnel and Retirement," Article II, Division 4 of the Code of Ordinances of the City of Vero Beach to provide for Compliance with State and Federal Laws and Regulations and Section 401(a) of the Internal Revenue Code; providing for repeal of all Ordinances in conflict herewith; providing for severability; providing for codification and providing an Effective Date.**

Mayor Sawnick read the Ordinance by title only.

Mr. David Pusher, Police Officer and Chairman of the Police Pension Board, reported that they made a change in the language of the Ordinance in order to be compliant with the Internal Revenue Service.

Mayor Sawnick opened and closed the public hearing at 7:34 p.m. with no one wishing to be heard.

Mr. White made a motion to approve the Ordinance. Mr. Daige seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

- B) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Part III Land Development Regulations, Title VII Land Development, by adding Chapter 78 to be entitled "Dog-Friendly Dining"; establishing the City of Vero Beach "Dog-Friendly Dining Program" providing a Local Procedure and Regulations pursuant to Florida Statutes Section 509.233 to permit exemption from certain provisions of the United States Food and Drug Administration Food Code as adopted by the Florida Division of Hotels and Restaurants in order to allow Patrons' Dogs within certain designated outdoor portions of Public Food Service Establishments; providing for Enforcement; providing for Conflict and Severability; providing for codification; providing for an Effective Date.**

Mayor Sawnick read the Ordinance by title only.

Mr. White said that there has been a lot of talk regarding this Ordinance. He felt that there was a misunderstanding. He said that when Greenhouse Café opened they made it doggy friendly. The Health Department told the owner that they cannot do this without this Ordinance passed. He explained that this Ordinance was not so every restaurant could have dogs. It is voluntary and they must have an outside patio, etc., if they want to

have doggie dining. He said that the City was doing this at the request of a citizen, taxpayer and business owner in town. He felt that it was good to have the rules on the books. He wanted to make sure that people understood that this was voluntary and they must comply with the Ordinance.

Mr. McGarry pointed out that if they do enact this Ordinance, the City is obligated to enforce it. He said that the City is also required to report complaints and enforcement issues to the State. The Planning and Zoning Board approved the Ordinance and requested that they add under Section 78.05 to prohibit the serving of food to dogs.

Mr. Heady asked Mrs. Forbes does the prohibition to serving dogs bother you.

Ms. Olsca Forbes (owner of Greenhouse Café) answered no.

Mayor Sawnick opened the Public Hearing.

Ms. Kim Conti, owner of Paw Prints of Vero Beach, said that she has about 2,000 clients and she was in favor of doggy dining. She said that everywhere they go has doggy dining, which is good for communities. She said that she also is a proponent of dog training. She was against serving food to dogs. She felt that the idea is to make this community more pet friendly.

Dr. Piel thought that one of the provisions of the Ordinance is that animals can be asked to leave. She read the State Ordinance and a pet cannot go into a restaurant to get to the outdoor facility. They must enter from the outside. They are not allowed on the tables, chairs, etc. If a server pets an animal they are required to use hand sanitizers.

Ms. Marjorie Manicosy said that she has been a widow for 15 years and it is a wonderful accompaniment to have a pet. She asked Council to please consider the passage of the Ordinance.

Mr. Lee Olsen, General Manager of Waldo's Restaurant, said that he has been in the restaurant industry for 35 years. He said that he is a dog lover, however he feels that if they are going to pass this law that they put on more stringent control. The employees should be educated, more so than a regular server. He said that there would be situations with dog leashes, people with walkers, etc. that is going to add to the liability issue. He understood that this is voluntary, but people need to keep in mind the lack of knowledge of the law. He said that Waldo's does not allow dogs. Dogs are not allowed on the beach or in City Parks. He felt that sanitary, safety and the health and well being of people should be looked at a little more closely. He said that he spoke to the Insurance Agent for Waldo's and he was told that they do not cover dog bites in their establishment. They have to take into consideration small children and that a dog could bite whether they are well trained or not. He said that small children or adults reaching down to pet a dog could get bitten. He felt that restaurant owners should have to carry an additional insurance policy that would cover dog bites.

Ms. Conti agreed with some of the points made by Mr. Olsen. She agreed with training staff and said that she could have one of her trainers educate staff. She felt that there were a lot of good things that could come out of this.

Mr. Kent Middleton, Whippoorwill Lane, said that he was in favor of doggie dining. He said that there are a lot of things that might happen, but there are many things that could happen in restaurants.

Ms. Pam Winaberg, (spelling may be incorrect) 421 10th Avenue, said that she owns three dogs and she would not take them to a restaurant only because she knows her dogs and they would not be able to do that. She felt that it should be the responsibility of the person who owns the dog to take the liability, not the restaurant owner. She felt that this would bring money to Vero Beach.

Mayor Sawnick closed the public hearing.

Mayor Sawnick made a motion to approve the Ordinance with the amendment under Section 78.05 that no food service shall be provided to dogs. Mr. Daige seconded the motion.

Mayor Sawnick said that he was in favor of this. He felt that it was clear that the business owners would have the option of doing this.

Mr. Heady asked are the application fees expected to cover the expense side of enforcement or would it be an expense to the taxpayers.

Mr. McGarry said the fees would cover the processing of the permit and the initial inspection. The City could bear the cost of enforcement unless there are Code Enforcement fines.

Mr. Heady asked is there an expense now for enforcing keeping dogs out of restaurants.

Mr. McGarry answered no.

Mr. Heady said enforcement would come into play if someone notified the City that there was a dog in a restaurant.

Mr. McGarry said that was correct.

Mr. Heady said it would be reasonable to expect that there would be very little, if any, enforcement expense.

Mr. McGarry did not think there would be that much expense.

Mr. Heady said it was stated in the Ordinance that dogs could be asked to leave.

Mr. McGarry said the property owner would have the right to throw out patrons and dogs.

Mr. Daige felt that all the public input received tonight was very positive, including Mr. Olsen. He said that this Ordinance gives the restaurant owner, if they choose, another tool to help them out in these economic times. He thanked Mrs. Forbes and her family for seeing this through.

The motion passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

- C) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 54 Parks and Recreation, Section 54-2 Definitions, by adding Definitions for “Bloodbaiting” and “Chumming” and amending certain other definitions for clarification and consistency; amending Section 54-49 Water Activity and Surfing, by adding Subsection 54-49(e) making unlawful Bloodbaiting and Chumming from any Park or Beach within the City and in the Waters of the Atlantic Ocean within on-half mile of the mean High-Water Line within the City limits and amending certain other provisions for Clarification and Consistency; providing for Conflict and Severability; providing for Codification; providing for an Effective Date.**

Mayor Sawnick read the Ordinance by title only.

Mayor Sawnick opened and closed the Public Hearing at 7:58 p.m., with no one wishing to be heard.

Mayor Sawnick made a motion to approve the Ordinance. Mr. Abell seconded the motion and it passed 4-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. Abell yes and Mayor Sawnick yes. (Please note that Mr. White stepped away from the dais prior to the vote and was not present when this vote took place.)

- D) An Ordinance of the City of Vero Beach, Florida, amending the Code of the City of Vero Beach, Chapter 74, Traffic and Vehicles, Article V Intersection Safety, in order to comply with “Mark Wandall Traffic Safety Act,” Laws of Florida, Chapter 2010-80; providing for Implementation of the “Mark Wandall Traffic Safety Program” and the use of Traffic Infraction Detectors in the City; authorizing Traffic Infraction Enforcement Officers to issue notices and citations pursuant to the program; providing for Conflict and Severability; providing for Codification; providing for an Effective Date.**

This Ordinance was pulled off of the agenda and will be reheard under Public Hearings at the October 5, 2010 City Council meeting.

- E) A Resolution of the City of Vero Beach, Florida, approving the Transmittal to the State of Florida Department of Community Affairs of a proposed City**

of Vero Beach Comprehensive Plan Amendment to Amend the Text of the Land Use Element, Traffic Circulation Element and Capital Improvements Element; providing for an Effective Date.

Mayor Sawnick read both items 3-E) and 3-F) at the same time by title only.

Mr. McGarry reported that this is for the transmittal of the Ordinance to Department of Community Affairs (DCA) for their review and comments. It would then come back to Council for consideration of adoption. He noted that anyone who would like a letter or notification from DCA that they would need to sign the form located in the back of the Chambers.

Mayor Sawnick opened and closed the Public Hearing at 8:01 p.m., with no one wishing to be heard.

Mayor Sawnick questioned if they would need two motions.

Mr. Vitunac explained that Council would need to make one motion to send the Ordinance to Tallahassee with the attachments in 3E) and 3F).

Mayor Sawnick made a motion to send DCA items 3E) and 3F). Mr. White seconded the motion.

Mr. Daige referred to the change in level of service on A1A. He asked could this be done on other roads.

Mr. McGarry answered yes. He explained that this is a mechanism to allow more capacity on A1A.

Mr. Daige asked would this open the door for other problems to where someone could downgrade roads to do buildings, etc.

Mr. McGarry explained that they would have to have good reasons. He said that they did an analysis on this and unless they wanted to get into development rights they have to provide some opportunity. He said that it could happen and therefore they have to be very careful when they do this.

Mr. Daige said that staff did a very in-depth analysis of A1A and this was the best way to go.

Mr. Heady said that if this was going to come down in one vote then he would have to vote against it. He explained that it was not because he was against either item, but he felt that combining two very different items in one vote was wrong.

The Clerk polled the Council on the motion and it passed 4-1 with Mr. Daige voting yes, Mr. Heady no, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

- F) **An Ordinance of the City of Vero Beach, Florida, amending the Text of the Land Use Element, Traffic Circulation Element, and Capital Improvements Element of the City of Vero Beach Comprehensive Plan by Revising or Creating Policies to Encourage the Location of Multi-Modal Transportation Facilities including an Amtrak Passenger Rail Station in Downtown Vero Beach; revising the Level of Service Standard for A1A North of State Route 60 (Beachland Boulevard) and clarifying language describing roadway level of service standards; providing for an Effective Date.**

Mayor Sawnick read both items 3-E) and 3-F) at the same time by title only.

Mr. White noted that if he was present for the vote on item 3C), he would have voted in favor of the Ordinance.

4. RESOLUTIONS FOR ADOPTION WITHOUT PUBLIC HEARING

- A) **A Resolution authorizing the City of Vero Beach, Florida, to enter into a Supplemental Joint Participation Agreement with the State of Florida, Department of Transportation, to Rehabilitate Runway 11L-29R to include Taxiway F and Connectors and Lighting (FDOT #416303-1-94-01)**

Mayor Sawnick read the Resolution by title only.

Mr. Eric Menger, Airport Director, reported that this Resolution would authorize the Mayor and City Manager to accept a change in an already approved State grant for a project that is currently underway. He noted that this project was about \$500,000 under budget and in order to keep those dollars, they would like to use those dollars to change the taxiway lighting. The State agreed to allow this as long as they stay within the existing grant amount.

Mr. White asked if they were going to put in LED lights on the runways, would that mean that they would have night flights.

Mr. Menger said that they already have night flights. He noted that the Airport is open 24 hours a day. When the Tower closes the Airport then goes to an automatic lighting system.

Mr. Daige asked if student pilots wanted to train late into the evening, they can.

Mr. Menger said that was correct. He said that they were not changing the lighting, they were changing the fixtures to LED, which are more cost effective.

Mr. Daige said the purpose of changing the light fixtures is for economics. He asked would a brighter light increase night flights.

Mr. Menger explained that the lighting would not brighter. It is just that the type of fixture is different.

Mr. Abell made a motion to approve the Resolution. Mayor Sawnick seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

- B) A Resolution authorizing the Mayor of the City of Vero Beach to accept a Grant Offer from the Federal Aviation Administration to Fund an Airport Improvement Project entitled: AIP Project No. 3-12-0083-034-201 Rehabilitate Taxiway "C" and a Section of Runway 11R/29L.**

Mayor Sawnick read the Resolution by title only.

Mr. Menger explained that the City received a Federal grant from the FAA on August 6, 2010 for a project that was approved in the budget. They have not brought the award of contract to Council. At this point, staff is asking Council to accept the grant. This grant would cover about 95% of the project and the State and Airport would cover the other five percent.

Mr. Abell made a motion to approve the Resolution. Mr. White seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

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

- A) An Ordinance of the City of Vero Beach, Florida, abandoning all of that 7.5 foot wide alley lying North of Lots 1 through 12, between 21st Street and 22nd Street, of Conn Addition Subdivision.**

Mayor Sawnick read the Ordinance by title only.

Mr. Monte Falls, Public Work's Director, reported that this Ordinance is for the abandonment of a 7.5 foot wide alley. He noted that this alley has never been used and would not be used for alley purposes other than utility purposes within the alley. All the utility providers have reviewed the application and agreed to the abandonment subject to a retention of an easement for utilities. He said that staff is recommending approval.

Mr. White asked if they abandon the right-of-way, how would the City get their trucks in to repair or replace the electric wires overhead.

Mr. Randall McCamish, Director of Transmission and Distribution, reported that most of their lines do not have a right-of-way, they have easements and that is what this would be.

Mr. Daige said in giving up the right-of-way, would the utility workers have enough space to get themselves and their vehicles back there. He said that they would be giving up 7.5 feet. If they approve this and the City needs to get trucks or personnel back there and they do damage, does the City have to fix it.

Mr. Falls answered yes.

Mr. Vitunac explained that there is a right-of-way, which means that the public can travel on it. He said that they would be giving up the public's right-of-way for a public easement. Therefore, the only thing the City would be giving up is allowing the public to travel this easement.

Mr. White said that he spoke with Ms. Betty Reeves and she explained to him that the property owners were asking for this right-of-way. He said that she was present for tonight's meeting and asked her to relay the information that she gave him to Council.

Ms. Betty Reeves, 1840 Tarpon Lane, said that she purchased a small commercial building that is contiguous to Classic Car Wash. In doing paperwork she discovered there was a 7.5 landlocked alley behind Bill's Automotive and a portion of Classic Car Wash. She spoke with the property owners and asked them to join her in applying for the abandonment of the alley. The City entertained separate applicants and separate checks, with one application. She said that the property is totally accessible to fire trucks, utility trucks, police, etc.

Mayor Sawnick made a motion to approve the Resolution on first reading and set the Public Hearing for September 7, 2010. Mr. White seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

B) A Resolution of the City of Vero Beach, Florida, adopting a Revised Schedule of Fees for Use of Recreation Department Facilities and for Participation in Recreation Programs; providing for an Effective Date.

Mayor Sawnick read the Resolution by title only.

Mr. Rob Slezak, Recreation Director, reported that this Resolution was for the rates and fees that were discussed during the Budget Hearings.

Mayor Sawnick made a motion to approve the Resolution on first reading and set the Public Hearing for September 7, 2010. Mr. Daige seconded the motion.

Mr. Abell asked Mr. Slezak why they didn't have the same rate for all ages.

Mr. Slezak explained that the people who are 55 and older tend to have a tighter budget and they wanted to give them a little bit of a break.

Mr. White said there was only a five dollar difference between County and City residents.

The motion passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

- C) An Ordinance of the City of Vero Beach, Florida, requested by Indian River Plaza, LLC, to amend the Official Zoning Map by Changing the Zoning Designation from B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District for the property located generally South of the Southwest Corner of the Intersection of US Highway No. 1 and 16th Place, in the City of Vero Beach, including all of Tracts I and II of Indian River Plaza, according to the Plat recorded in Plat Book 10, Page 73, of the Public Records of Indian River County, Florida, containing 16.343 acres, more or less; and providing for an Effective Date.**

Mayor Sawnick read the Ordinance by title only.

Mr. McGarry explained that this Ordinance would be a Quasi-Judicial hearing. He recommended approving the Public Hearing date of September 7, 2010.

Mayor Sawnick made a motion to approve the Ordinance on first reading and set the Public Hearing for September 7, 2010. Mr. Daige seconded the motion and it passed 5-0 with Mr. Daige voting yes, Mr. Heady yes, Mr. White yes, Mr. Abell yes and Mayor Sawnick yes.

Council took a five-minute break at 8:22 p.m.

6. CITY CLERK'S MATTERS

None

7. CITY MANAGER'S MATTERS

- A) Discussion and Comments Regarding Moratorium on Opening of Pain Management Clinic**

This item was discussed earlier in the meeting.

- B) Property, Casualty and Workers' Compensation Insurance – 2010-2011 Renewal Evaluation**

Ms. Barbara Morey, Risk Manager, reported that this item was placed on tonight's agenda in order to give Council an update.

Mr. Kurt Gehring, of the Gehring Group, said there was a prior handout given to Council that had a couple of coverages that were at zero, which made the savings look higher (on

file in the City Clerk's office). He then gave Council a handout of the actual coverages that they have in place. He briefly went through the hand out (please see attached). He said that he needed to know from Council if they wanted them to bring the final numbers back to Council or if they wanted to give them direction to bind the property. Also, they would like authorization from Council if they receive all programs not to exceed five percent or under to bind those coverages. He then explained the 2010-2011 Property Deductive Analysis Evaluation (part of the backup material). He recommended that the City takes the 90% coinsurance policy. He stated that this was an excellent way to reduce the premiums.

Mayor Sawnick asked are other cities around the State doing this.

Mr. Gehring answered yes.

Mr. White asked how long is the City covered under their current plan.

Mr. Gehring answered until October.

Mr. White said the Florida Municipal Insurance Trust would be meeting on September 24, 2010. He asked would Mr. Gehring need an answer prior to that meeting.

Mr. Gehring said that they have time.

Mr. White said that he liked the blanket coverage.

Mr. Daige agreed with Mr. White.

Mr. Abell asked if he was correct that they were looking for binding coverage and then looking to suggest 90%.

Mr. Gehring said that was correct. He said that whether Council wants them to bring it back or give them a cap of five percent on the other coverages and if they came in over the five percent they would advise Council.

Ms. Morey cautioned Council if they go with 90%, which gives the City a little excess money, that they be very careful because the City was currently in negotiations with two unions. If they have to delay the health insurance changes, which would cost about \$50,000 to \$80,000 a month and this will help cover that. She did not want Council to think that there would be extra money to be spent.

Mr. Gehring suggested that Council make a motion on three items, which were to bind the actual coverage in place, not to exceed five percent on the pending coverages and if over five percent that they bring it back to Council, and to change the property to the 90% coinsurance program with the blanket coverage.

Mr. White made a motion to bind the current coverage, to go with the five percent cap on everything pending and to change from 100% to 90% with blanket coverage. Mr. Abell seconded the motion and it passed unanimously.

C) Utility Management Consulting Services

Mr. Rob Bolton, Water and Sewer Director, reported that before Council was a proposal from GAI Consultants (on file in the City Clerk's office). He said that Indian River Shores has selected and approved a work authorization for GAI Consultants to look at an evaluation of their system and to provide opportunities for either the City of Vero Beach or Indian River County to serve them at the expiration of the utility franchise areas in 2016. He stated that GAI would appraise what Indian River Shores owns and then there would be Interlocal agreements supplied by GAI through Indian River Shores to look for the City to continue to serve them or for the County taking over that area as a service area. This work authorization in front of Council tonight was for \$49,000 to handle all the appraisals and documentations and \$35,000 for legal fees. However, there could be items that the City Attorney's office could do.

Mr. White asked if GAI would also be working for the County.

Mr. Bolton answered no. He noted that GAI would be representing Indian River Shores first. With that, they would represent Indian River Shores in the Interlocal Agreements that they would be providing to both the City and County and then they would take the information from both parties and make their recommendation to Indian River Shores. GAI would represent the City in the appraisal of the South Barrier Island, the inter-connects, etc.

Mr. White asked would there be a conflict because GAI would be working with both the City and with Indian River Shores.

Mr. Bolton said GAI would not be appraising the City's property, but documenting it.

Mr. White asked Mr. Bolton if he felt there could be a conflict having the same company working with Indian River Shores and working with the City.

Mr. Bolton answered no, because they would only be dealing with the documentation. The City Attorney and the outside legal firm would be reviewing this.

Mr. Vitunac said Indian River Shores' franchise is a little different because it says when the franchise expires the Town of Indian River Shores has title to all the lines. The County's franchise does not state that.

Mayor Sawnick asked Mr. Bolton if it was his personal opinion that there is no conflict.

Mr. Bolton said in his professional opinion there is not a conflict. Indian River Shores was made aware that GAI would possibly be working for the City of Vero Beach. He felt

that this was a very clean way of doing things. He said that it would save the City and Indian River Shores money.

Mr. Gabbard said that they have had some lengthy discussions with GAI and he felt very comfortable that there would not be a conflict. They are very competent, they are a good organization and he felt that they would do the City right.

Mr. White just wanted to make sure that the City is covered.

Mr. Gabbard said that staff would watch this closely.

Mayor Sawnick made a motion to accept the Work Authorization. Mr. White seconded the motion.

Mr. Daige asked was this firm the top firm of the CCNAC.

Mr. Bolton answered yes.

Mr. Daige said that he sat in on those meetings (CCNAC) and he has spoken with Mr. Bolton regarding the utility system. This firm is very well known throughout the State of Florida. He did not think that they needed to worry.

Mr. White agreed that they were a good firm.

Mr. Daige said that GAI has worked with two entities before. They don't take sides, they just tell it like it is.

The motion passed unanimously.

D) Award of Bid No. 310-10/CSS – Pebble Quicklime Annual Supply Contract

Mr. Bolton stated that in front of Council tonight were the results of the bid for quicklime. He reported that the cost was \$242 per ton and they estimate about 1,500 tons each year, which would cost about \$364,000.

Mr. White asked is this done every year.

Mr. Bolton said that in the past they have tried to piggy back with other cities in order to keep the cost down. This year there was not anyone who they could piggyback with.

Mr. White made a motion to approve the Award of Bid No. 310-10/CSS – Pebble Quicklime Annual Supply Contract. Mr. Daige seconded the motion and it passed unanimously.

E) Renewal of Bid No. 240/09/JV – Annual Street and Parking Lot Resurfacing Program Annual Contract

Mr. Falls reported that this is the renewal of a contract with Rancher Construction Industries for the annual resurfacing. He stated that staff is asking for a one year renewal of the contract. Once approved they would take the street rating system and do the worst streets first on the paving list.

Mr. White made a motion to approve the Renewal of Bid No. 240/09/JV – Annual Street and Parking Lot resurfacing Program Annual Contract. Mr. Abell seconded the motion.

Mr. Daige requested a copy of the street study.

Mr. Falls said that he would give a copy to the Council.

The motion passed unanimously.

F) Award of Bid No. 270-10/JV – Disaster Debris Removal Contract

Mr. Falls reported that received bids from 17 vendors and staff is recommending approval of a primary and secondary contractor. He explained that the reason they do this is in the event the primary contractor could not get here they would have a backup. They analyzed this with three types of events and these two contractors were the low bidders on all three events.

Mr. White said that in 2004 the City did not have contract. He stated that after the hurricanes hit he, as Mayor, had to sign a contract without Council approval in order to start the cleanup process. He noted that the contract was ratified afterwards. Therefore, he felt that this was important to have in place.

Mr. White made a motion to approve Award of Bid No. 270-10/JV – Disaster Debris Removal Contract. Mr. Abell seconded the motion and it passed unanimously.

G) Electric Utility Discussion – John Lee

Mr. John Lee, Acting Electric Utilities Director, stated that he heard the term tonight “the sale of the Plant.” He explained that the City has a distribution system, transmission system and the Power Plant. He then reported that he has been involved in three different meetings with FP&L and/or OUC over the last seven business days. On August 9, 2010 Dr. Faherty, Glen Heran and himself met with FP&L at FP&L Headquarters. He reported that there were four representatives from FP&L present for this meeting. Dr. Faherty gave him a copy of what he called “talking points” (on file in the City Clerk’s office). He said that Mr. Heran presented FP&L with the model with everything from zero cost to \$100,000,000 cost and the implication through 20 connected spread sheets on how it would affect ad valorem taxes, etc. At the end of the presentation Mr. Heran asked the representatives of FP&L if they found any errors and he was told no. But, they also stated that there was a lot more to the sale of an electric utility than simple numbers, such as political considerations, contractual considerations, etc. Mr. Lee said that even

though they did not have any negative comments, they didn't endorse it either. The following day Mr. Jim Stevens, Mr. Randall McCamish, Mrs. Sue Hersey and himself met with eight representatives of OUC for an Operation Committee meeting. This meeting had nothing to do with the potential sale, but more with the review of the contract. The City had special concerns about what happened in January. He explained that because of the cold weather the City ran on oil, gas, they could have had the opportunity to sell to other systems, etc., and the City wanted to make sure that clearly flowed through the billing calculation. They also discussed the month of May because there were anomalies in costs. He explained that typically what happens in the spring is that they plan outages in the larger Power Plants, but there were some unplanned outages, which drove the prices up on some occasions and the City wanted to make sure that this was all accounted for. He then passed out to Council a list of all the topics covered during this meeting (on file in the City Clerk's office). He noted that this meeting went on for several hours and they settled all of their issues. He then reported that the City Manager and himself met with two representatives of OUC and three representatives of FP&L today. He said that FP&L had questions for OUC and because the relationship is between OUC and the City, City representatives needed to be in attendance. He reported that the basic question FP&L asked of OUC was would OUC be willing to look at the contract with the City of Vero Beach and see if there were any impediments or roadblocks to assigning the contract to FP&L as part of a possible sale of some or all of the system. Because the OUC contract is with the City of Vero Beach, that question was also something that the City had to agree to. He stated that OUC said that they would be happy to look at that, but there was no timeframe set on when that would happen. He reported that FP&L, OUC, Mr. Gabbard and himself agreed that the next step would be to set up a meeting with FMPA to ask a similar question of FMPA. That meeting is tentively scheduled for Friday, August 27, 2010.

Mr. Daige noted for the record that the meeting with Mr. Lee, Dr. Faherty, Mr. Heran and FP&L was cleared by the City Manager. He also noted that the City Manager and his team (City staff) was given clear direction from the City Council a number of meetings ago to move forward with putting all options on the table and to work with FP&L. He felt that it was important to Mr. Heran and Dr. Faherty to be able to present their model to FP&L and they had that opportunity. He said that the City is very open. He stated that the Management team was given the okay by Council to allow OUC to speak with FP&L about the City's fuel rights with FMPA. He felt that they were moving in a positive direction and doing what they said they would do.

Mr. Lee reported that he was out of the office the Thursday and Friday before the meeting was scheduled for Monday (the meeting he attended with Mr. Heran and Dr. Faherty). He came in the office on Saturday and saw the email from FP&L and responded that he would attend. He then spoke with Mr. Gabbard first thing on Monday morning regarding the scheduled meeting for that afternoon.

Mr. Daige said that Mr. Lee was given permission from the City Manager to attend that meeting. The City is doing everything they can and the ball is in FP&L's court.

Mr. Lee noted that FP&L, OUC, and City staff were working well together.

Mr. Heady asked what is bad debt that the City writes off on the electric utility every year.

Mr. Lee answered it is typically between two and one half and three percent of total revenue.

Mr. Heady asked Mr. Lee what is the average bad debt of electric suppliers in the State of Florida.

Mr. Lee said it is typically between one and one half and two percent. The City is typically about one percent above that because historically the City Council has asked that they be as lenient as possible to their customers in making as many payments as they can. The simple truth is that a lot of customers would make a payment arrangement and for one reason or another they fail to make the payments, which then becomes a bad debt. The City holds that debt for seven years and if the customers come back to apply for service within that seven years they cannot receive service until that debt is paid. He noted that until Council tells him to be more aggressive, he would continue to be as cooperative as possible with the customers.

Mr. Heady asked when the bad debt is repaid, is there any accounting of that payment to offset the current year.

Mr. Lee answered yes.

Mr. Heady said then the bad debt (\$2.7 million dollars) in one year would include any payments.

Mr. Lee said that was correct.

8. CITY ATTORNEY'S MATTERS

None

9. CITY COUNCIL MATTERS

- A. Old Business**
- B. New Business**

- 1. Renaming 22nd Avenue between 14th and 15th Avenues in honor of Graham W. Stikelether, Jr. – Requested by Councilmember Tom White**

This item was pulled from today's agenda.

- 2. Discussion of Interim City Manager – Requested by Vice Mayor Sabin Abell**

Mayor Sawnick reported that during yesterday's Special Call meeting, Council discussed looking into the idea of using Range Riders or possibly doing an appointment in-house.

Mr. Abell felt that Council needed to be prepared to make an appointment of an Interim City Manager at their October 5, 2010 Council meeting.

Mr. White asked if they should contact the Range Riders to see if they have anyone who would be interested.

Mr. Gabbard explained that the Range Riders do not go out and seek people to sit in.

Mrs. Vock stated that they have a list of people who are currently active. She said that the Range Riders would be attending the Florida League of Cities Conference.

Mr. White suggested that they speak with the Range Riders during the Florida League of Cities Conference.

3. Discussion of letter addressed to Chairman Peter O'Bryan, County Commissioner dated July 27, 2010 – Requested by Councilmember Ken Daige

Mr. Daige asked the Mayor that any meeting dealing with economics that he consider having the entire Council present. He also asked that a Special Call meeting be scheduled for Council to discuss what they would like to see happen in the City and then they could discuss this with the County Commission as a whole.

Mayor Sawnick explained that every two months he meets with the other Mayors of Indian River County. He explained that he was on an informational search and that was the reason for this letter. He said that he spoke with the other Mayors and they felt that they did not want their Councils involved at this time.

Mr. White did not have a problem because the Mayor was only searching for information. He was not voting on something on behalf of the Council.

Mayor Sawnick said that he would keep Council informed on what is going on.

Mr. Daige asked the Mayor to think about having a Special Call meeting to discuss the economics of the City. He said that he had some ideas that he would be sending to the Council in the near future.

10. INDIVIDUAL COUNCILMEMBERS' MATTERS

A. Mayor Kevin Sawnick's Matters

- 1. Correspondence**
- 2. Committee Reports**

Mayor Sawnick reported that he attended the Mayor's cleanup in July, the Mayor's meeting on August 3, 2010 where they discussed a possible meeting with the County Commission to see how the cities could help the County or how the County could help the cities, a meeting with the Mayors and the Chamber of Commerce to get information on what the Chamber is doing and how the cities could help, and he would be attending the Florida League of Cities Conference this week.

3. Comments

- B. Vice Mayor Sabin Abell's Matters**
- 1. Correspondence**
 - 2. Committee Reports**

Mr. Abell reported that he attended the National Night Out on August 3, 2010 and the Sports Village event last night.

3. Comments

- C. Councilmember Tom White's Matters**
- 1. Correspondence**
 - 2. Committee Reports**

No report given at this time.

3. Comments

- D. Councilmember Brian Heady's Matters**
- 1. Correspondence**
 - 2. Committee Reports**

Mr. Heady reported that he would be attending the Florida League of Cities Conference, which would cost the taxpayers' money.

3. Comments

- 1. FPL and public business in the public eye**
- 2. Liars, Cheats and Thieves**
- 3. Bad information = bad decisions**

These items were not discussed.

- E. Councilmember Ken Daige's Matters**
- 1. Correspondence**
 - 2. Committee Reports**

Mr. Daige read his Committee Report (please see attached).

3. Comments

11. ADJOURNMENT

Mayor Sawnick made a motion to adjourn tonight's meeting at 9:25 p.m. Mr. White seconded the motion and it passed unanimously.

/sp

COUNCIL AGENDA REPORT
MEETING AUGUST 17, 2010

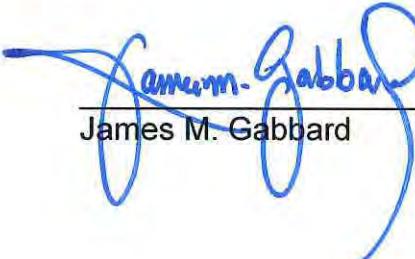
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: August 10, 2010

SUBJECT: MONTHLY CAPITAL PROJECTS' STATUS REPORTS

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



James M. Gabbard

:jav
Attachments

xc: Rob Bolton
Monte Falls
Ericson Menger
Jackie Mitts
Carol Shoaf

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CAPITAL PROJECTS REPORT – AIRPORT

Obstructions Removal Update

The Florida Department of Transportation executed a Joint Participation Agreement (JPA) to help fund this project. The JPA was accepted by City Council on June 15, 2010. Federal funding and final City Council approval is still pending.

Rehabilitate Runway 11L/29R and Taxiway F

The airport received the permit from the Florida Fish and Wildlife Conservation Commission on July 19, 2010 to remove/relocate up to 12 gopher tortoises. The contractor has completed some electrical and drainage work at this time. Paving is expected to begin soon.

Airport Operations Facility

Funding is anticipated in October 2010. An architectural/engineering contract will be recommended to City Council in the fall of 2010, pending receipt of the grant.

Rehabilitate Sections Runway 11R/29L and Taxiway C

On July 14, 2010, airport staff submitted an application for federal assistance to the FAA. If a grant offer is forthcoming, it will be submitted to the City Council for approval.

Updated 02 August 2010

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

Prepared By:

PROJECT NO. 2004-11

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: Korkat, Inc.

For Period: 7/28/10 through 8/10/10

NOTES:

Contractor has filed for the required building permit. Work shall commence as soon as the permit has been issued.

The playground equipment is ready for delivery.

The lighting is scheduled to be delivered on Thursday, August 12th.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$45,969.78	CONTRACT DATE:	07/26/10
CHANGE ORDERS TO DATE (TOTAL)	\$49,380.00	NOTICE TO PROCEED:	07/28/10
ADJUSTED CONTRACT AMOUNT TO DATE	\$95,349.78	TIME OF COMPLETION	30 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$0.00	CONTRACT DAY:	14
% OF WORK COMPLETE	0.00%	% OF CONTRACT TIME COMPLETE:	46.67%



10-Aug-10
Existing playground equipment at Jacoby Park



10-Aug-10
Existing playground at Piece of Pie Park

Bay Drive and River Drive Bridge Replacements

Prepared By:

PROJECT NO. 2005-24

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: Misener Marine Construction, Inc.

For Period: 11/24/09 through 8/10/10

NOTES:

Both bridges were substantially complete as of August 4, 2010.

Contractor is now working on punch list items.

Final pavement has been deleted from the bridge contract and will be completed under the City's annual paving contract.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$1,699,671.30	CONTRACT DATE:	09/18/09
CHANGE ORDERS TO DATE (TOTAL)	(\$48,059.50)	NOTICE TO PROCEED:	11/24/09
ADJUSTED CONTRACT AMOUNT TO DATE	\$1,651,611.80	TIME OF COMPLETION	90 Days
TOTAL COST OF WORK PERFORMED TO DATE	\$1,421,343.89	CONTRACT DAY:	240
% OF WORK COMPLETE	86.06%	% OF CONTRACT TIME COMPLETE:	266.67%



28-Jul-10

Bay Drive Bridge showing decorative effects.



28-Jul-10

River Drive Bridge outer walls nearing completion.

19th Street Culvert Replacement at 20th Avenue Canal

Prepared By:

PROJECT NO. 2009-12

CITY OF VERO BEACH DEPARTMENT OF PUBLIC WORKS

Contractor: SPS Contracting, Inc.

For Period: 8/2/09 through 8/10/10

NOTES:

Notice to proceed has been issued for 8/2/10.

Maintenance of Traffic (MOT) is to be set up and ready for IRC inspection on 8/10/10.

THE FOLLOWING IS A SUMMARY OF COSTS TO DATE:		THE FOLLOWING IS SUMMARY OF PROGRESS TO DATE:	
ORIGINAL CONTRACT AMOUNT	\$144,157.30	CONTRACT DATE:	07/20/10
CHANGE ORDERS TO DATE (TOTAL)		NOTICE TO PROCEED:	08/02/10
ADJUSTED CONTRACT AMOUNT TO DATE	\$144,157.30	TIME OF COMPLETION	60 Days
TOTAL COST OF WORK PERFORMED TO DATE		CONTRACT DAY:	9
% OF WORK COMPLETE	0.00%	% OF CONTRACT TIME COMPLETE:	15.00%



10-Aug-10

Existing failed culvert



01-Feb-10

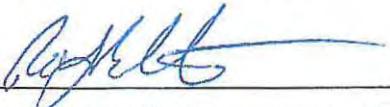
Existing intersection showing narrow turning radii.

WATER TREATMENT MAINTENANCE BUILDING AND FIELD SERVICES COMPLEX

STATUS REPORT AS OF 8/1/10 CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By: Jerry A. Gilbert, P.E.
Consultant: Edlund, Dritenbas, Binkley Architects
Contract Date: 08/19/09
Notice to Proceed Date: 12/04/09
Time of Completion: 300 Calendar Days
Scheduled Completion Date: 09/30/10

PROJECT NO: 150-09/JV
FOR PERIOD: 7/1/10 - 8/1/10

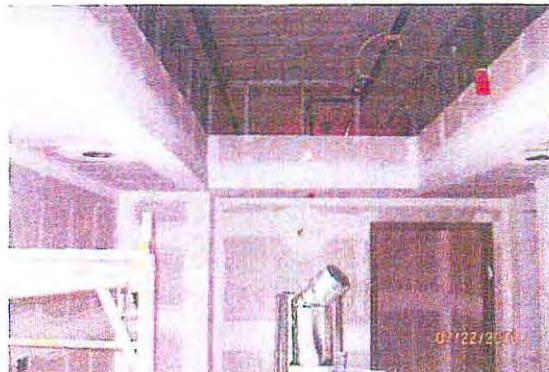
Director's Signature 

PROJECT DESCRIPTION:

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

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

DIVISION	
CONTRACTOR	Summit Construction Management, Inc.
ORIGINAL CONTRACT AMOUNT	\$1,924,000.00
CHANGE ORDERS TO DATE (TOTAL)	\$141,156.05
ADJUSTED CONTRACT AMOUNT TO DATE	\$2,065,156.05
TOTAL COST OF WORK PERFORMED TO DATE	\$1,548,100.00
% OF WORK PAID	74.96%
TOTAL WORK COMP.	\$1,393,290.00



The work on the field services building and maintenance building is continuing, inside and outside. HVAC and electrical were the main items receiving attention inside the buildings, while stucco and sitework were being performed outside.

STORAGE RESERVOIR AND INJECTION WELL PUMP STATION

STATUS REPORT AS OF 8/1/10
CITY OF VERO BEACH WATER AND SEWER DEPARTMENT

Prepared By: Jerry A. Gilbert, P.E.
Consultant: Arcadis, Inc.
Contract Date: 30-Sep-2009
Notice to Proceed Date: 13-Oct-2009
Time of Completion: 395 Calendar Days
Scheduled Completion Date: 12-Nov-2010

Director's Signature

PROJECT NO: 280-09/JV
FOR PERIOD: 7/1/10 - 8/1/10

PROJECT DESCRIPTION:

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

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

DIVISION	
CONTRACTOR	Florida Design Contractors, Inc.
ORIGINAL CONTRACT AMOUNT	\$2,694,375.00
CHANGE ORDERS TO DATE (TOTAL)	\$791,836.36
ADJUSTED CONTRACT AMOUNT TO DATE	\$3,486,211.36
TOTAL COST OF WORK PERFORMED TO DATE	\$2,209,359.22
% OF WORK PAID	63.37%
TOTAL WORK COMP.	\$1,988,423.30



Tower & Radio Equipment is being installed this month at both the water treatment plant and the wastewater treatment plant. Project financial information is not yet available for this month.

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

STATUS REPORT AS OF 8/1/10
CITY OF VERO BEACH DEPARTMENT OF WATER AND SEWER

Prepared By: Jerry A. Gilbert, P.E.
Consultant: Morgan & Associates
Contract Date: 11-Dec-09
Notice to Proceed Date: 19-Jan-10
Time of Completion: 270 Days
Scheduled Completion Date: 15-Oct-10

PROJECT NO: 1483
FOR PERIOD: 7/1/10 - 8/1/10

Director's Signature 

PROJECT DESCRIPTION:

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

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

DIVISION	
CONTRACTOR	S.P.S. Contracting, Inc.
ORIGINAL CONTRACT AMOUNT	\$2,396,841.58
CHANGE ORDERS TO DATE (TOTAL)	\$37,547.04
ADJUSTED CONTRACT AMOUNT TO DATE	\$2,434,388.62
TOTAL COST OF WORK PERFORMED TO DATE	\$2,043,513.67
% OF WORK PAID	75.55%
TOTAL WORK COMP.	\$1,839,162.30



Above left, the two sets of pipe in the foreground need to be connected to the two sets of pipe in the background. Above right, the connection is accomplished. These crews ran into some hard rock this month, and some irrigation lines on the golf course which were not marked, which slowed their progress. Pipeline completion is anticipated this month and the restoration is expected to be completed next month.

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

TO: The Honorable Mayor and Members of the City Council

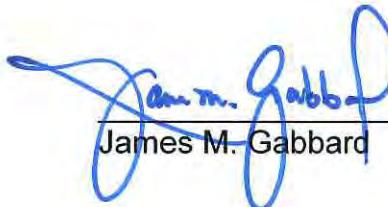
FROM: James M. Gabbard, City Manager

DATE: August 10, 2010

SUBJECT: BID NO. 370-09/PW - RELAY TESTING SERVICE CONTRACT FOR THE T&D DEPARTMENT

Please find attached a memo from Randall McCamish, dated August 9, 2010, which provides background and a recommendation on the above-referenced subject.

It is the recommendation of the City Manager's Office that Council approve the Award of Bid No. 370-09/PW to the second bidder, Aubrey Silvey Testing Services, for the Relay Testing Service Contract for the T&D Department, in the amount of \$67,440.00. Funding will be from Account No. 403.5400.531.694362.



James M. Gabbard

:jav
Attachments

xc: Randall McCamish
John Lee
Stephen Maillet

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DEPARTMENTAL CORRESPONDENCE

To: Jim Gabbard
Through: John Lee, Acting Electric Utility Director *JTL 8/10/2010*
From: J. Randall McCamish *JRM*
Subject: Request for Council Approval
Date: August 9, 2010

I am requesting that the following item be placed on the agenda for approval at the August 17, 2010 City Council Meeting.

Relay Testing Service Contract for the Transmission and Distribution Department – Bid # 370-09/PW.

Test of 612 relays for the T&D department – Award bid to Aubrey Silvey Testing Services, \$67,440.00. They are the second company from the original bid. Circuit Breaker Sale & Services did not perform the work required and we consider them as “non-performance”. This is why we are asking for the approval for Aubrey Silvey Testing Services.

Justification – The T&D relays are required by the Federal Energy Regulatory Commission to be tested on a regular basis and are scheduled to be tested in the next three years. This contract will fulfill that requirement. The cost for this relay service will be charged to account number 403.5400.531.694362.

Cc: Phyllis Walton, Purchasing

AUBREY **SILVEY** 
ENTERPRISES, INC.

Date: 7/28/10

Phyllis,

Please accept this letter as conformation that Aubrey Silvey will hold our price for the T&D relay testing that was submitted on 10/29/09 for ITB - 370-09 / PJW.

Sincerely,

Jace Ott



Manager Testing Division

**CITY OF VERO BEACH
COVB RELAY TESTING SERVICES CONTRACT
POWER PLANT & ELECTRICAL T&D
BID #370-09/PW
OPENED 11/12/09**

ITEM DESCRIPTION	Emerson Electrical Reliability Services	CE Power Solutions	Circuit Breaker Sales & Service	Aubrey Silvey Testing Services	Electric Power Systems	CET Electrical Testing DBA MET Electrical Testing LLC	WESCO
Power Plant (162 Relays)	\$10,680.00	\$12,336.00	\$14,220.00	\$22,500.00	\$18,491.00	\$23,444.00	\$55,999.00
T&D (612) Relays	78,320.00	57,737.00	55,115.00	67,440.00	109,585.00	115,207.00	260,750.00
Additional Standby Time (Per Hour)	110.00	170.00	80.00	90.00	90.00	100.00	See below.
Optional Pricing Time & Materials	110.00	170.00	180.00	110.00/Hr	102.00	108.00/Hr	
Bid Bond	✓	Not provided	Ck #10356	✓	✓	✓	✓
Questionnaire	✓	✓	✓	✓	✓	✓	✓
Drug Free	✓	✓	✓	✓	✓	Not provided	✓
ADDENDUM 1	✓	✓	✓	✓	✓	✓	✓
ADDENDUM 2	✓	✓	✓	✓	✓	✓	✓
	<i>✓Straight Time, Cost Plus 20% for Material & Parts (See note on Bid Schedule for additional hourly charges)</i>				<i>✓Plus Hotel & Expense = \$140 per day</i>	<i>✓Cost + 33%</i>	<i>✓Per ABB Field Service Commercial Rate Schedule 1ZUL9520- 001 (Attached)</i>
							<i>Purchasing Division</i>

COUNCIL AGENDA REPORT
MEETING OF JANUARY 5, 2010

TO: The Honorable Mayor and Members of the City Council

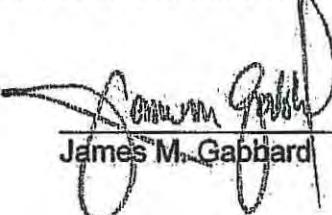
FROM: James M. Gabbard, City Manager

DATE: December 16, 2009

SUBJECT: AWARD OF BID NO. 370-09/PW – RELAY TESTING SERVICE CONTRACT FOR THE POWER PLANT AND ELECTRICAL T&D

Please find attached a memo from Randall McCamish, dated December 10, 2009, which provides a recommendation on the above-referenced subject.

It is the recommendation of the City Manager's Office that Council approve the Award of Bid No. 370-09/PW for a Relay Testing Service Contract to Circuit Breaker Sales and Service in the amount of \$14,220.00, for the Power Plant, and \$55,115.00 for Electrical T&D. This results in a total price of \$69,335.00, with funding from the accounts outlined in the attached back-up information.



James M. Gabbard

:jav
Attachments

xc: Randall McCamish
John Lee
Stephen Maillet

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DEPARTMENTAL CORRESPONDENCE

*Say a,
Please on Jan 5
Agenda - Content
Thank you
JW*

TO: James Gabbard, City Manager
FROM: Randall McCamish, Director Electric T & D *DR*
THROUGH: John Lee, Acting Electric Utility Director *DR* - 12/15/09
DATE: December 10, 2009
SUBJECT: Request for Council Approval

I am requesting that the following item be placed on the agenda for approval at the January 5, 2010 City Council meeting.

Relay Testing Service Contract, Power Plant and Electrical T & D, Bid # 370-09/PW:

Test 162 relays at the Power Plant and 612 relays for T & D — Award bid to Circuit Breaker Sales and Service, \$14,220.00 for the Power Plant, \$55,115.00 for T & D substations — Total \$69,335.00.

Justification — The Power Plant relays are due for testing in the next six months. The T & D relays are required by the Federal Energy Regulatory Commission to be tested on a regular basis and are scheduled to be tested in the next three years. This contract will fulfill that requirement. The bidder, Circuit Breaker Sales and Service, submitted the low bid and is fully qualified to fulfill these services. The cost for these services will be charged to account # 403.5400.531.694362 for the T & D relays, and to account # 403.5000.531.610313 for the Power Plant.

Cc: Phyllis Walton, Purchasing
Jim Stevens, Power Resources Director

ORDINANCE NO. ____

A ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING CHAPTER 58 "PERSONNEL AND RETIREMENT," ARTICLE II, DIVISION 4 OF THE CODE OF ORDINANCES OF THE CITY OF VERO BEACH TO PROVIDE FOR COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS AND SECTION 401(a) OF THE INTERNAL REVENUE CODE; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Vero Beach, Florida, recognizes the requirement to maintain a police officers' retirement fund that complies with all State and Federal laws and regulations, and:

WHEREAS, recent changes to federal laws and regulations require that various amendments be made to the Plan in order to maintain its status as a qualified plan under Section 401(a) of the Internal Revenue Code; and

WHEREAS, an amendment to the City code is necessary to permit such new obligations and conditions; and

WHEREAS, the trustees of the City of Vero Beach Police Pension Fund have requested and approved the amendments provided herein as being in the best interests of the participants and beneficiaries and improving the administration of the plan, and

WHEREAS, the City Council has received and reviewed an actuarial impact statement related to this change and attached as such; and

WHEREAS, the City Council deems it to be in the public interest to provide this change to the pension plan for its police officer employees;

Section 4. Amendment.

Section 58-104 of Chapter 58, Article II, Division 4 of the Code of Ordinances of the City of Vero Beach is hereby amended as follows:

Sec. 58-104. Maximum annual benefit Internal Revenue Code Compliance.

(a) ~~In no event may a member's annual benefit exceed the lesser of:~~

~~(1) Any limit established and adjusted for cost of living in accordance with section 415(d) of the Internal Revenue Code, but only for the year in which such adjustment is effective; or~~

~~(2) One hundred percent of the average annual compensation for the member's three highest paid consecutive years; however, benefits of up to \$10,000.00 a year can be paid without regard to the 100 percent limitation if the total retirement benefits payable to a member under all defined benefit plans (as defined in section 414(j) of the Internal Revenue Code) maintained by the city for the present and any prior year do not exceed \$10,000.00 and the city has not at any time maintained a defined contribution plan (as defined in section 414(j) of the Internal Revenue Code) in which the employee was a member.~~

~~(b) If the member has participated in the plan for less than ten years, the applicable limitation in subsection (a)(1) of this section shall be reduced by multiplying such limitation by a fraction, not to exceed one. The numerator of such fraction shall be the number of years of participation in the plan and the denominator shall be ten years. The same reduction shall apply to the limits (100 percent and \$10,000.00) set forth in subsection (a)(2) of this section, except that the fraction shall be based on years of service with the city rather than years of participation in the plan.~~

~~(c) For purposes of this section, the term "annual benefit" means a benefit payable annually in the form of a straight life annuity with no ancillary or incidental benefits and with no member or rollover contributions. To the extent that ancillary benefits are provided, the limits set forth in subsection (a)(1) and (a)(2) of this section will be reduced actuarially, using an interest rate assumption equal to the greater of five~~

- (ii) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the participant, computed using a 5 percent interest assumption and the applicable mortality table described in §1.417(e)-1(d)(2) for that annuity starting date.

No actuarial adjustment to the benefit shall be made for benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and postretirement medical benefits); or the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to §417(e)(3) of the Internal Revenue Code and would otherwise satisfy the limitations of this Subsection (a), and the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this Subsection (a) applicable at the annuity starting date, as increased in subsequent years pursuant to § 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic, periodic increases to the benefits paid in that form.

b. "Dollar Limitation" means \$160,000 (subject to the annual adjustments provided under Section 415(d) of the IRC). Said amount shall be adjusted based on the age of the participant when benefits begin, as follows:

- (i) Except with respect to a participant who is a "Qualified Participant" as defined in Section 415(b)(2)(H) of the Code, for benefits (except survivor and disability benefits as defined in Section 415(b)(2)(I) of the Code) beginning before age 62 the Age-Adjusted Dollar Limitation is equal to the lesser of--

(I) the actuarial equivalent of the annual amount of a straight life annuity commencing at the annuity starting date that has the same

expressing the participant's age based on completed calendar months as of the annuity starting date); and

(II) the section 415(b)(1)(A) Dollar limitation (as adjusted pursuant to section 415(d) and §1.415(d)-1 for the limitation year) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the plan to the adjusted age 65 straight life annuity. The adjusted immediately commencing straight life annuity means the annual amount of the immediately commencing straight life annuity payable to the participant, computed disregarding the participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are applied to offset accruals. For this purpose, the annual amount of the immediately commencing straight life annuity is determined without applying the rules of section 415. The adjusted age 65 straight life annuity means the annual amount of the straight life annuity that would be payable under the plan to a hypothetical participant who is 65 years old and has the same accrued benefit (with no actuarial increases for commencement after age 65) as the participant receiving the distribution (determined disregarding the participant's accruals after age 65 and without applying the rules of section 415).

(iii) There shall be no age adjustment of the Dollar Limitation with respect to benefits beginning between the ages of 62 and 65.

(2) The limitations set forth in this Subsection (a) shall not apply if the Annual Pension does not exceed \$10,000 provided the participant has never participated in a Defined Contribution Plan maintained by the City.

plan, other than transfers of distributable benefits pursuant § 1.411(d)-4, Q&A-3(c) of the Income Tax Regulations.

(9) The above limitations are intended to comply with the provisions of Section 415 of the Code, as amended, so that the maximum benefits provided by plans of the City shall be exactly equal to the maximum amounts allowed under Section 415 of the Code and regulations thereunder. If there is any discrepancy between the provisions of this Subsection (a) and the provisions of Section 415 of the Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Code. The value of any benefits forfeited as a result of the application of this Subsection (a) shall be used to decrease future employer contributions.

(b) Required Beginning Date:

Notwithstanding any other provision of the Plan, payment of a participant's retirement benefits under the Plan shall commence not later than the participant's Required Beginning Date, which is defined as the later of:

-April 1 of the calendar year that next follows the calendar year in which the participant attains or will attain the age of 70½ years; or

-April 1 of the calendar year that next follows the calendar year in which the participant retires.

(c) Required Minimum Distributions.

(1) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the participant no later than the participant's Required Beginning Date as defined in Subsection (b) of this Section 58-104.

(2) Death of participant Before Distributions Begin.

a. If the participant dies before distributions begin, the participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

immediately following the calendar year of the participant's death; or

(II) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(ii) No Designated Beneficiary. If the participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the participant's death, distribution of the participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the participant's death.

c. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. In any case in which (i) the participant dies before the date distribution of his or her interest begins, (ii) the participant's surviving spouse is the participant's sole designated beneficiary, and (iii) the surviving spouse dies before distributions to the surviving spouse begin, Subparagraphs (2)(A) and 2(B) above shall apply as though the surviving spouse were the participant.

(3) Requirements For Annuity Distributions That Commence During participant's Lifetime.

a. Joint Life Annuities Where the Beneficiary Is Not the participant's Spouse. If the participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the participant and a nonspousal beneficiary, annuity payments to be made on or after the participant's Required Beginning Date to the designated beneficiary after the participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the participant using

below. If the participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

a. General Annuity Requirements. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (i) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (ii) the distribution period will be over a life (or lives) or over a period certain, not longer than the distribution period described in Paragraphs 2 or 3 above, whichever is applicable, of this Subsection (c) ;
- (iii) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (iv) payments will either be non-increasing or increase only as follows:
 - (I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (II) to the extent of the reduction in the amount of the participant's payments to

to the participant's Surviving Spouse) before the participant's Required Beginning Date (or, if to the participant's Surviving Spouse, before the date distributions are required to begin in accordance with Subparagraph (2)(A) above), the date distributions are considered to begin is the date distributions actually commence.

(6) Definitions.

a. *Designated beneficiary.* The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

b. *Distribution calendar year.* A calendar year for which a minimum distribution is required. For distributions beginning before the participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the participant's Required Beginning Date. For distributions beginning after the participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Paragraph (2) of this Subsection (c).

c. *Life expectancy.* Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) Eligible rollover distributions:

(1) Notwithstanding any provision of the plan to the contrary that would otherwise limit a distributee's election under this subsection, a distributee may elect, at the time and in the manner prescribed by the board of trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

c. Distributee: A distributee includes a participant or former participant.

d. Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(e) Notwithstanding any other provision of this Plan, the maximum amount of any mandatory distribution, as defined in Section 401(a)(31) of the Code, payable under the Plan shall be \$1000.

(f) Compensation Limitations Under 401(a)(17):

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, the annual compensation of each participant taken into account under the Plan shall not exceed the EGTRRA annual compensation limit for limitation years beginning after December 31, 2001. The EGTRRA annual compensation limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the EGTRRA annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

Any reference in the Plan to the limitation under Section 401 (a)(17) of the Code shall mean the EGTRRA annual compensation limit set forth in this provision.

(g) At no time prior to the satisfaction of all liabilities under the plan with respect to members and their spouses or beneficiaries, shall any part of the corpus or income of the fund be used for or diverted to any purpose other than for their exclusive benefit.

b. If the designated beneficiary is the member's surviving spouse, the date distributions are required to begin in accordance with subsection (b)(3)a of this section shall not be earlier than the date on which the member would have attained age 70 1/2 and, if the spouse dies before payments begin, subsequent distributions shall be made as if the spouse had been the member.

Section 6. Repeal of conflicting ordinances.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 7. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. Codification.

Authority is granted to codify provisions of this ordinance in the Code of City Ordinances.

Section 9. Effective date.

This ordinance shall take effect upon adoption.



July 21, 2010

Board of Trustees
City of Vero Beach Police Officers' Retirement Fund
c/o Heather McCarty
1053 – 20th Place
Vero Beach, FL 32961-1389

Re: Statement of No Impact – IRS Compliance Ordinance

Dear Trustees:

This letter is being written to provide a statement of no impact with regard to the attached ordinance for the City of Vero Beach Police Officers' Retirement Fund (the Plan) which provides language to bring the Plan in compliance with the Internal Revenue Code (IRC).

Summary of Changes

Section	Amendment
58-98. Compensation Defined.	Additional language added to definition of Salary to indicate inclusion of elective deferrals under IRC Sections 125 and 457 in applying salary limitations under IRC Section 401(a)(17) and benefit limitations under IRC Section 415.
58-104. Maximum annual benefit.	Subsection title changed to Internal Revenue Code Compliance. Language updated for compliance with IRC Section 401(a)(17) regarding salary limitations, Section 415 regarding benefit limitations, Section 401(a)(9) regarding the required minimum distributions, and Section 401(a)(31) regarding eligible rollover distributions.
58-105. Distribution Generally.	Subsection deleted in its entirety. This section previously contained language regarding IRC Section 401(a)(9) required minimum distributions, which is now found in the updated Subsection 58-104.

Actuarial Impact

The total amount of benefits payable under the Plan is not anticipated to be materially affected by these changes in Plan provisions. Therefore, there is no material impact to the cost of Plan.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad M. Little'. Below the signature, the name is typed in a smaller, sans-serif font.

Chad M. Little, ASA, EA
Partner, Consulting Actuary

ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF VERO BEACH, PART III LAND DEVELOPMENT REGULATIONS, TITLE VII LAND DEVELOPMENT, BY ADDING CHAPTER 78 TO BE ENTITLED "DOG-FRIENDLY DINING"; ESTABLISHING THE CITY OF VERO BEACH "DOG-FRIENDLY DINING PROGRAM" PROVIDING A LOCAL PROCEDURE AND REGULATIONS PURSUANT TO FLORIDA STATUTES SECTION 509.233 TO PERMIT EXEMPTION FROM CERTAIN PROVISIONS OF THE UNITED STATES FOOD AND DRUG ADMINISTRATION FOOD CODE AS ADOPTED BY THE FLORIDA DIVISION OF HOTELS AND RESTAURANTS IN ORDER TO ALLOW PATRONS' DOGS WITHIN CERTAIN DESIGNATED OUTDOOR PORTIONS OF PUBLIC FOOD SERVICE ESTABLISHMENTS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature by enactment of section 509.233, Florida Statutes, has provided that the governing body of a local government may establish, by ordinance, a local exemption procedure to certain provisions of the United States Food and Drug Administration Food Code, as adopted by the Florida Division of Hotels and Restaurants, in order to allow patrons to bring and have their dogs within certain designated outdoor portions of public food service establishments; and

WHEREAS, pursuant to section 509.233, Florida Statutes, the adoption of a local exemption procedure is at the sole discretion of the governing body of a participating local government; and

WHEREAS, the City Council of the City of Vero Beach has received requests to adopt the local exemption procedure provided for by the statute in order to allow patrons to bring and have their dogs within certain designated outdoor portions of local public

food service establishments and has been assured by persons making such requests that compliance with the regulations required for implementation of a local exemption procedure and enforcement of the regulations will not be problematic; and

WHEREAS, pursuant to section 509.233, Florida Statutes, the adoption of an ordinance implementing a local exemption procedure under the statute must provide for codification within the land development code of the participating local government; and

WHEREAS, any local exemption procedure adopted pursuant to section 509.233, Florida Statutes, may only provide a variance to certain portions of the currently adopted United States Food and Drug Administration Food Code in order to allow patrons' dogs within certain designated outdoor portions of public food service establishments granted a permit under such procedure; and

WHEREAS, in order to protect the health, safety and general welfare of the public, section 509.233, Florida Statutes, requires that the local exemption procedure adopted by a local government governing body must require participating public food service establishments to apply for and receive a permit from the governing body before allowing patrons' dogs on their premises and that the local government must require from the applicant such information as the local government deems reasonably necessary to enforce the provisions of section 509.233, Florida Statutes; and

WHEREAS, section 509.233, Florida Statutes, provides that participating local governments shall have such powers as are reasonably necessary to regulate and enforce the provisions of the statute and requires participating local governments to monitor permitholders for compliance in cooperation with the Florida Division of Hotels and Restaurants; and

WHEREAS, section 509.233, Florida Statutes, requires, should a local exemption procedure be adopted, the establishment of a procedure to accept, document, and respond to complaints and to timely report to the Florida Division of Hotels and Restaurants all such complaints and the participating local government's enforcement responses to such complaints; and

WHEREAS, section 509.233, Florida Statutes, requires a participating local government to provide the Florida Division of Hotels and Restaurants with a copy of all approved applications and permits issued and requires that all applications, permits, and other related materials contain the appropriate license number issued by the Florida Division of Hotels and Restaurants for each participating public food service establishment,

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

Section 1 — Amendment of the Code of the City of Vero Beach, Part III Land Development Regulations, Title VII Land Development:

Chapter 78, Dog-friendly dining, is hereby created as follows:

PART III LAND DEVELOPMENT REGULATIONS

TITLE VII LAND DEVELOPMENT

CHAPTER 78. DOG-FRIENDLY DINING.

Sec. 78.01. Dog-friendly dining program established.

The local exemption procedure and regulations provided in this chapter are hereby established pursuant to F.S. § 509.233 and shall be known as the City of Vero Beach "Dog-Friendly Dining Program."

Sec. 78.02. Purpose and intent.

It is the purpose and intent of this chapter to establish a local exemption procedure and regulations as authorized by F.S. § 509.233 for public food service establishments within the city to obtain a variance to certain provisions of the United States Food and Drug Administration Food Code, as adopted by the Florida Division of Hotels and Restaurants, in order to allow patrons' dogs within certain designated outdoor portions of participating public food service establishments while providing for regulation and enforcement required to promote, protect, and maintain the health, safety, and welfare of the public.

Sec. 78.03. Definitions.

As used in this chapter, the following terms shall be defined as set forth herein unless the context clearly indicates or requires a different meaning:

Department means the city planning and development department.

Director means the director of the city planning and development department.

Division means the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation.

Dog means an animal of the subspecies *Canis lupus familiaris*.

Outdoor area or portion means an area not enclosed in a building and which is intended or used as an accessory area to a public food service establishment which provides food and/or drink to patrons for consumption in such area.

Patron means any guest or customer of a public food service establishment.

Premises means all of the area encompassing a public food service establishment.

Program means the Dog-Friendly Dining Program established by this chapter.

Public food service establishment and food service establishment mean any building, vehicle, place, or structure, or any room, division, or area in or adjacent to a building, vehicle, place, or structure where food is prepared, served, or sold for immediate consumption on or in the vicinity of the premises; called for or taken out by customers; or prepared prior to being delivered to another location for consumption.

Sec. 78.04. Permit requirements.

- (a) Permit required. No public food service establishment within the city shall have or allow any dog on its premises unless the food service establishment possesses a valid permit issued in accordance with this chapter, or unless otherwise permitted pursuant to Florida Statutes.
- (b) Permit application. A food service establishment desiring to participate in the Program shall submit an application for a permit to the department on a form provided for such purpose by the director together with the applicable fees.
- (c) Form of application. The director shall require from each applicant such information as he deems reasonably necessary for the city to enforce the provisions of this chapter, but shall require, at a minimum, the following information:
 - (1) The name, location, and mailing address of the food service establishment.
 - (2) The appropriate and current division-issued license number for the public food service establishment on all application materials.

- (3) The name, mailing address, and telephone contact information of the owner of the public food service establishment.
- (4) The name, mailing address, and telephone contact information of the manager of the public food service establishment.
- (5) The name, mailing address, and telephone contact information of the permit applicant.
- (6) A diagram and description of the outdoor area to be designated as available to patrons' dogs, including the following:
- a. Dimensions of the designated area;
 - b. A depiction of the number and placement of tables, chairs, and restaurant equipment, if any;
 - c. The entryways and exits to the designated outdoor area;
 - d. The boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs;
 - e. Any fences or other barriers; and
 - f. Surrounding property lines and public rights-of-way, including sidewalks and common pathways.

The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

- (7) A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.

- (d) Fees. The director shall establish a reasonable fee to cover the cost of processing an initial application and issuing the permit, including a portion for

program monitoring, for renewal applications, and for initial permit inspections and compliance re-inspections. Fees shall be non-refundable except as determined solely by the director if an application is withdrawn before department review commences or, as to inspection fees, before the inspection.

(e) Permit application review and approval. Permit applications submitted under this chapter shall be reviewed and approved by the director in accordance with the following:

- (1) The permit application shall be submitted at least thirty (30) days prior to the date anticipated by the food service establishment for inception of the Program in the designated outdoor area.
- (2) The applicant shall be required to prominently display a notice within the food service establishment that application has been made for a permit for participation in the Program. The notice shall indicate the portion of the seating area for which permitting is requested and the anticipated start date of service. The notice shall be displayed commencing the date application is made and continue until such date the permit is issued or the application is withdrawn or abandoned.
- (3) No permit shall be issued for any outdoor seating area which has not been properly authorized by the city or which does not meet all applicable criteria of the city's land development regulations and regulations of the division.
- (4) For permits authorizing the Program within the outdoor areas of a food service establishment located on any right-of-way or other property of the

city or any other governmental entity, the director shall require the applicant to produce evidence of the following:

- a. A valid right-of-way, sidewalk, or other permit, license, or lease showing the food service establishment has the right to occupy and use the area; and
- b. A properly executed insurance endorsement providing commercial general liability insurance coverage in an amount no less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate. The policy shall not have any exclusion for animals or animal bites. All insurance shall be from companies duly authorized to do business in the State of Florida. All liability policies shall be endorsed to provide that the city or any other appropriate governmental entity is an additional insured as to the operation of the outdoor dining area on such government property

- (5) After the director determines the application for a permit to be complete and in compliance with this chapter and state law, the director shall cause inspection of the outdoor portions of the food service establishment designated in the application for compliance with the provisions of this chapter and Code. A food service establishment found not in compliance upon such inspection shall have a reasonable time in which to correct any deficiencies found. Upon correction of such deficiencies, the public food service establishment shall request re-inspection and pay a re-inspection fee.

(6) An application shall be deemed abandoned if it remains incomplete in the determination of the director for a period of ninety (90) days after notice to the applicant of the deficiencies in the application or if inspection of the food service establishment revealed deficiencies in compliance with this chapter or Code and the applicant has not requested re-inspection within such period.

(f) *Permit conditions and requirements.* Each permit issued pursuant to this chapter shall be subject to and conditioned upon the following requirements:

- (1) The permit and all related materials shall contain the division-issued license number of the food service establishment.
- (2) Each permit issued under this chapter shall expire on the December 31 next following issuance, regardless of when issued.
- (3) A food service establishment possessing a valid and unexpired permit issued under this chapter and desiring to continue participation in the Program shall submit an application for permit renewal to the department on a form provided for such purpose by the director together with the applicable fees. The food service establishment shall be inspected for compliance before a renewal permit is issued. An expired or revoked permit shall not be renewed but shall require application for a new permit.
- (4) A food service establishment making application for or issued a permit under this chapter shall provide access to the premises of the food service establishment upon request of any code enforcement officer or other official of the city or the division for periodic inspections and monitoring for

compliance. Neither advance notice nor written request shall be required for such inspections.

- (5) A permit issued under this chapter may be revoked by the director if, after notice and reasonable time in which the grounds for revocation may be corrected, the food service establishment fails to comply with any condition of approval, fails to comply with the approved diagram, fails to maintain any required state or local license or permit, fails to pay when due any permit, renewal, inspection, or re-inspection fees, is found to be in violation of any provision of this chapter or Code or regulations of the division, or there exists any other threats to the health safety, or welfare of the public. The director may suspend the permit and the food service establishment shall cease service under the permit pending correction of the grounds for revocation. If the grounds for revocation are a failure to maintain any required state or local license or permit, the revocation may take effect immediately upon giving notice of revocation to the food service establishment owner or manager. A suspension or revocation by the director shall be appealable as provided in the general appeal provision of this Code, but shall remain in effect during the course of such appeal.
- (6) If a permit issued to a food service establishment under this chapter is revoked, no new permit may be approved or issued for such food service establishment until the expiration of one hundred eighty (180) days following the date of such revocation.

(7) A permit issued pursuant to this chapter shall not be transferrable and shall expire automatically upon the sale, lease, or other transfer of an interest in the food service establishment and service under such expired permit shall cease. The subsequent owner, lessee, or other person acquiring an interest in the food service establishment may apply for a permit pursuant to this chapter if such person desires the food service establishment to continue participation in the Program.

Sec. 78.05. General regulations.

Participating food service establishments shall observe and comply with the following regulations, limitations, and requirements in order to protect the health, safety, and general welfare of the public:

- (1) All food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the food service establishment.
- (2) Patrons in the designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
- (3) Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

- (4) Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control. Patrons shall not leave their dogs unattended for any period of time.
- (5) Dogs shall not be allowed on chairs, tables, or other furnishings.
- (6) All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
- (7) Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
- (8) A sign or signs reminding employees of the applicable rules shall be posted on the premises in a manner and place as determined by the department.
- (9) A sign or signs reminding patrons of the applicable rules shall be posted on the premises in a manner and place as determined by the department.
- (10) A sign or signs shall be posted in a manner and place as determined by the department that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
- (11) Dogs shall not be permitted to travel through indoor or non-designated outdoor portions of the food service establishment, and ingress and egress to the designated outdoor portions of the food service establishment must not require entrance into or passage through any indoor area of the food service establishment.

- (12) The food service establishment and designated outdoor area shall comply with all permit conditions and the approved diagram.
- (13) The owner, manager, employees and patrons of the food service establishment shall not allow any dog to be in the designated outdoor area of the food service establishment if a violation of any of the requirements of this chapter or Code exists.
- (14) The permit issued under this chapter shall be conspicuously displayed in the designated outdoor area and presented for inspection upon request of any code enforcement officer or other official of the city or the division.

Sec. 78.06. Reporting requirements and complaints.

- (a) Report of application and permit. The director shall promptly provide the division with a copy of all approved applications and permits issued.
- (b) Complaints. The director shall establish a procedure for timely accepting, documenting, and responding to complaints related to the program and shall promptly report to the division all complaints and the city's response to such complaints. All complaints, reports, warnings, citations, and related materials shall contain the appropriate division-issued license number for the food service establishment subject of the complaint or enforcement action.

Sec. 78.07. Enforcement.

The provisions of this chapter may be enforced pursuant to any method provided for by this Code or general law. In addition to all other authority granted, the code enforcement board and magistrates of the city having jurisdiction of a code enforcement action for a violation of this chapter shall have authority to suspend or revoke a permit

as provided in this chapter. Any court of competent jurisdiction shall likewise have such authority.

Section 2 – Conflict and Severability.

In the event any provision of this chapter conflicts with any other provision of this Code, any other ordinance or resolution of the city, or state law, the provisions of this chapter shall apply and supersede on the subject matter of this chapter, except as may be otherwise preempted by state law. If any provision of this chapter 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 chapter, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3 — Codification.

The provisions of chapter 78 created herein shall be codified in the Code of the City of Vero Beach, Florida, Land Development Regulations, Title VI Zoning.

Section 4 – Effective Date.

This ordinance shall become effective upon final adoption by the City Council of the City of Vero Beach.

This ordinance was read for the first time on the _____ day of _____, 2010, and was advertised in the Indian River Beach Press Journal on the _____ day of _____, 2010, for a public hearing to be held on the _____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote of the City Council:

Mayor Kevin Sawnick _____

Vice Mayor Sabin C. Abell _____

Councilmember Thomas P. White _____

Councilmember Brian T. Heady _____

Councilmember Kenneth J. Daige _____

ATTEST:

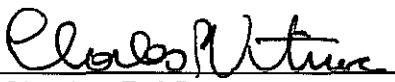
CITY OF VERO BEACH, FLORIDA

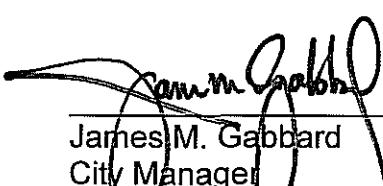
Tammy P. Vock
City Clerk

Kevin Sawnick
Mayor

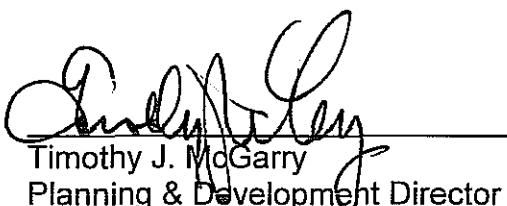
Approved as to form and
legal sufficiency:

Approved as conforming to
municipal policy:


Charles P. Vitunac
City Attorney


James M. Gabbard
City Manager

Approved as to Technical
Requirements:


Timothy J. McGarry
Planning & Development Director

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Kevin Sawnick and
City Councilmembers

FROM: Timothy J. McGarry, AICP
Director of Planning and Development


DATE: August 9, 2010

SUBJECT: **Public Hearing to Consider Adoption of Draft Ordinance
Amending Vero Beach Code by Creating Chapter 78, to
be Entitled "Dog-Friendly Dining Program"**

Planning and Zoning Board Action

The Planning and Zoning Board considered the draft "Dog-Friendly Dining Program" ordinance at a public hearing held on August 5, 2010. The draft ordinance had received its First Reading before the City Council on July 20, 2010. The Planning and Zoning Board recommended approval of the draft ordinance on a 5 to 3 vote, subject to amending the draft regulations to expressly "prohibit the provision of food service to dogs." [Minutes of the Planning and Zoning Board are attached.]

If the City Council accepts the recommendation of the Planning and Zoning Board to amend the draft ordinance to prohibit food service to dogs, the staff suggests the following amendment language (new language is shown in underline) to Section 78.05 by adding a new (4) as follows, and renumber the balance of subparagraphs:

- (4) No food service shall be provided to dogs. Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

Recommendation

If the City Council finds that a "Dog-Friendly Dining Program" would be in the public interest and desirable for the City of Vero Beach, the staff recommends approval of the ordinance with any further revisions that the Council may deem necessary.

TJM/tf
Attachments

said that the applicant is planning to demolish the old Denny's restaurant and put in retail at this location.

Mr. Fletcher asked if this would trip any level of service.

Mr. McGarry answered no. He said that the level of service was not an issue. He felt that the uses were very similar across the board.

Ms. Vivian Anders, 685 Catalina Street, was sworn in. She said that she owns some rental property on 16th Place, which is now zoned P-1. She was just wondering how this would affect the north side of 16th Place that backs up to 17th street. She said that there were a lot of duplexes and triplexes in this area.

Mr. McGarry told her that there would not be any other kind of impact than what she already has (property backs up to K-mart). Ms. Anders was shown on the map the property that this includes and told that it does not include her property.

Chairman Ryan closed the public hearing at 2:33 p.m., with no one else wishing to be heard.

Mr. McCracken made a motion to approve the request made by Indian River Plaza, LLC (Applicant) to Change the Zoning Map to rezone 16.343 acres from B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District [Application #2210-000005-MAP]. Mr. Vogt seconded the motion and it passed 8-0 with Mr. Fletcher voting yes, Mr. Kennedy yes, Mr. McCracken yes, Mr. Norris yes, Mr. Mucher yes, Mr. Llerena yes, Mr. Vogt yes and Chairman Ryan yes.

[LEGISLATIVE]

E. Consider A Draft Ordinance Amending the Vero Beach Code by Creating Chapter 78, to be Entitled "Dog-Friendly Dining" (#Z10-000004-TXT).

Mr. McGarry explained that at the direction of the City Council staff was asked to put together a dog friendly dining Ordinance. The Ordinance provides that a public food service establishment desiring to participate in the program must make an application for a permit from the Planning and Development Department and may not allow dogs on their premises unless they possess a valid permit. The Ordinance provides the local exemption procedure authorized by Florida Statutes, for public food service establishments to obtain a variance to certain provisions of the United States Food and Drug Administration, as adopted by the Florida Division of Hotels and Restaurants, to allow dogs within certain designated outdoor dining areas. The request to the City Council for this type of Ordinance came from a downtown restaurant owner. Mr. McGarry briefly went over the complaint process and said that the Code Enforcement Officers for the City will be required to enforce the rules. This Ordinance has gone before the Council and passed first reading. The final public hearing will be held on August 17,

2010. He asked for the Planning and Zoning Board's recommendation on this so that he can take their recommendation to the City Council.

Mr. McGarry commented that accidents involving dog waste should be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.

Mr. Llerena asked what will happen if two dogs get into a fight. Mr. McGarry explained that there is a clause in the Ordinance that states that a properly executed insurance endorsement providing commercial general liability insurance coverage in an amount no less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate. The policy shall not have any exclusion for animals or animal bites.

Mr. Kennedy asked how is this working at other places that have passed a similar Ordinance to be allowed to do this.

Mr. Wayne Coment, Assistant City Attorney, commented that the only feedback he has gotten from other cities that have gotten the provisions put in place is that the restaurants who wanted the Ordinance eventually went out of business so the provisions were not necessary.

Mr. Kennedy understood the Ordinance to read that if there was not a permit issued that a dog could not be permitted in a restaurant. Mr. Coment said that this puts the onerous on the Code Enforcement Officers.

Mr. Ryan wanted to know if the County had a similar Ordinance in place. He was told no.

Mr. Mucher wondered if there was anything that allows or prohibits a restaurant owner from serving food to the animals.

Mr. Vogt questioned if a patron could order a meal for their dog. Mr. Coment explained that most of everything in the Ordinance has the same regulations that are in the Statutes. The Ordinance reads that the employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.

Mr. Kennedy asked what the County's position is on this. Mr. Coment did not know. He said that Ft. Pierce discussed this and it was turned down. He said that the City Council wants to give the restaurant owner a chance to do this.

Mr. Mucher asked if this Ordinance would not allow a restaurant to offer food to the animal. Mr. Coment did not know if the Ordinance forbids it.

Mr. Vogt felt that this would be impossible to control. He recommended returning this to the City Council.

Mr. Kennedy made a motion to return this request to the City Council with the recommendation that the Planning and Zoning Board did not approve it. Mr. Vogt seconded the motion and it failed 4-3 with Mr. Fletcher voting no, Mr. Kennedy yes, Mr. McCracken no, Mr. Norris no, Mr. Mucher no, Mr. Llerena yes, Mr. Vogt yes, and Chairman Ryan no.

Mr. McCracken made a motion to approve the Ordinance entitled "Dog-Friendly Dining." Mr. Fletcher seconded the motion with the amendment added that restaurant owners should not be allowed to serve food to the animals.

Mr. Mucher disagreed with Mr. Fletcher that this amendment should be included. He felt that the motion should be amended to allow sales, preparation and food for the animals.

Chairman Ryan agreed with passing the Ordinance as long as there was no food service to animals.

Mr. Coment commented even with the Section that they have in Ordinance about not having dogs come into contact with dishes, utensils, etc., it would still not stop the restaurant from giving the dogs treats and a bowl of water.

Mr. McCracken amended his motion to include no feeding the dogs.

Mr. McCracken asked if there would be any kind of signage posted. Mr. Coment answered yes that is covered on page 12 of 15 in the Ordinance.

Mr. McCracken restated his motion which is to approve the Ordinance as proposed, which includes no feeding of the animals. Mr. Fletcher seconded the motion.

Mr. Mucher wondered how they were going to handle giving out treats and water to the dogs.

Chairman Ryan suggested leaving it as no food service to the animals.

The Clerk polled the Board and the motion passed 5-3 with Mr. Fletcher voting yes, Mr. Kennedy no, Mr. McCracken yes, Mr. Norris yes, Mr. Mucher yes, Mr. Llerena no, Mr. Vogt no and Chairman Ryan yes.

At this time (2:57 p.m.) the Board took a five-minute recess.

IV. PLANNING DEPARTMENT MATTERS

A. Discuss the Inclusion of Churches and Cultural Activities in the Industrial District.

ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF VERO BEACH, CHAPTER 54 PARKS AND RECREATION, SECTION 54-2 DEFINITIONS, BY ADDING DEFINITIONS FOR "BLOODBAITING" AND "CHUMMING" AND AMENDING CERTAIN OTHER DEFINITIONS FOR CLARIFICATION AND CONSISTENCY; AMENDING SECTION 54-49 WATER ACTIVITY AND SURFING, BY ADDING SUBSECTION 54-49(e) MAKING UNLAWFUL BLOODBAITING AND CHUMMING FROM ANY PARK OR BEACH WITHIN THE CITY AND IN THE WATERS OF THE ATLANTIC OCEAN WITHIN ONE-HALF MILE OF THE MEAN HIGH-WATER LINE WITHIN THE CITY LIMITS AND AMENDING CERTAIN OTHER PROVISIONS FOR CLARIFICATION AND CONSISTENCY; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the beaches and waters of the Atlantic Ocean within the City of Vero Beach are a natural asset of the community enjoyed by residents and visitors alike, including regular use for recreational bathing and similar water activities, and should be treasured, protected, and preserved for the benefit and use of the public; and

WHEREAS, the City Council has learned that some residents or visitors to the City occasionally attract or attempt to attract marine life close to shore and the beaches within the City by practices commonly known as "bloodbaiting" and "chumming"; and

WHEREAS, the City Council finds that the marine life attracted or intended to be attracted by such practices present a serious and dangerous risk of harm to persons engaged in recreational bathing and similar water activities in the ocean waters off the beaches within the City; and

WHEREAS, a fundamental purpose of municipal government is to promote, protect, and improve the health, safety, and general welfare of the public and the citizens of the municipality; and

WHEREAS, the City Council finds it necessary and proper, based on the foregoing, to adopt regulations deemed appropriate to reduce unnecessary risks to citizens and visitors and promote their safe enjoyment of the beaches and ocean waters within the City; and

WHEREAS, the City Council finds that certain other portions of section 54-49 are subject to potentially varying interpretations and should be amended to provide clarification and consistency in the City's regulations concerning the use of the beaches and ocean waters within the City; and

WHEREAS, the City Council finds that the regulations provided herein are the minimum necessary for the protection and conservation of the public health, safety, and welfare,

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

Section 1 — Amendment of Section 54-2.

Section 54-2 Definitions is hereby amended as follows:

Chapter 54 PARKS AND RECREATION

ARTICLE I. IN GENERAL

Sec. 54-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Authorized person means any person who is an city employee or agent of the city or another governmental entity carrying out an official duty, or any person who has been issued a permit by the city manager to engage in the permitted activity.

Beach means that zone of unconsolidated material that extends landward from the low-water mark of the Atlantic Ocean within the city limits to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Bloodbaiting means placing, depositing, or using in or on saltwaters blood or oil from any fish, meat, animal, or bait, or any natural, chemical, or synthetic attractant for the purpose of attracting marine life of any species to a particular area.

Chumming means placing, throwing, depositing, or using in or on saltwaters any fish or parts of fish in any form, meat, fowl, or animal parts in any form, or any other substance or material upon which marine life might feed for the purpose of attracting marine life of any species to a particular area, but such term shall not include or prohibit fishing with baited hooks or live traps.

Ocean park means that portion of the Atlantic Ocean from the low-water mark to a line 200 feet seaward and running parallel to the shore within the city limits.

Outdoor public assembly means any ceremony, show, exhibition, concert, pageant, rally, demonstration, picnic, or assembly of any kind calculated to attract at

any one time the attendance or attention of over 50 persons which is held in any park out-of-doors.

Park means a tract of land, playground, beach, recreation center, or any other area in the city owned or used by the city and devoted to active or passive recreation. The beach and ocean within the city limits shall be considered a park for the purpose of this Code. ~~The beach is that territory between the low water mark and the mean high-water line. The ocean park is that territory 200 feet seaward of the low water mark.~~

Park facilities means any improvements or structures, either natural or artificial, including, but not limited to, buildings, shelters, benches, tables, playground equipment, bird feeders, walls, fences, fountains, walkways, toilet facilities, and signs located in the park area.

Resident means any person who owns real property located within the city limits, who is a registered voter qualified to vote in city elections, or who is qualified to become a registered voter qualified to vote in city elections. A minor shall be presumed to have the same residence as the parent or guardian of the minor.

Section 2 — Amendment of Section 54-49.

Section 54-49 Water activity and surfing is hereby amended to read as follows:

ARTICLE II. USE OF PARKS AND RECREATION AREAS

DIVISION 1. GENERALLY

Sec. 54-49. Water activities and surfing.

- (a) Activities generally. It shall be unlawful for any unauthorized person in any park in a marked area to engage in a water activity not permitted by the a posted sign designating the area for a particular such water activity.
- (b) Surfing and similar activities prohibited at bathing beaches. It shall be unlawful for any unauthorized person to have or use a surfboard, kite board, windsurfing board, surfing kayak, skim board, or other similar hard, rigid equipment on the beach or in any part of the Atlantic Ocean ~~lying within the city limits of the city~~ ocean park that is directly in front of the public bathing beaches known as Jaycee Beach, Conn Beach, Sexton Plaza, Humiston Beach, and South Beach. These bathing beach areas shall be plainly marked with signs designating these beaches as bathing beaches only.
- (c) Surfboard tether required. It shall be unlawful for any person to use a surfboard, surfing kayak, or other similar hard, rigid equipment in ~~any park of the city~~ the Atlantic Ocean within the city limits without having such equipment securely fastened tethered to the person utilizing such equipment.
- (d) Watercraft prohibited in ocean park. It shall be unlawful for any unauthorized person to have or operate any ~~No~~ power boats, sailboat, jet skis, personal watercraft, or the like ~~shall operate in~~ any other watercraft of a like nature on the beach or in any part of the ocean ~~unprotected~~ park directly in front of the public bathing beaches known as Jaycee Beach, Conn Beach, Sexton Plaza, Humiston Beach, and South Beach or within one hundred fifty (150) feet on either side of said bathing beaches. It shall be unlawful for any unauthorized person to

operate any such watercraft in any other part of the ocean park within the city limits during the hours of daylight, except on official business, authorized by the city manager or except as necessary to traverse the area from the beach to the 200-foot mark, utilizing the most direct route, and then only at idle speed.

- (e) *Bloodbaiting and chumming prohibited. It shall be unlawful for any unauthorized person to engage in the practice of bloodbaiting or chumming from any park or beach within the city or in or on the waters of the Atlantic Ocean within one-half mile seaward of the mean high-water line within the city limits.*

Section 3 — Conflict and severability.

In the event any provision of this Ordinance conflicts with any other provision of this Code, any other ordinance or resolution of the city, or state law, the provisions of this chapter shall apply and supersede on the subject matter of this chapter, except as may be otherwise preempted by state law. If any provision of this ordinance 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 separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 4 — Inclusion in the Code.

It is the intention of the City Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of the City of Vero Beach; that the chapter, sections and subsections of this Ordinance may be renumbered or re-lettered to accomplish such codification; and that the word "Ordinance" may be changed to "Chapter" or any other appropriate word.

Section 5 — Effective Date.

This ordinance shall become effective upon final adoption by the City Council of the City of Vero Beach.

This Ordinance was read for the first time on the _____ day of _____ 2010, and was advertised in the Indian River Beach Press Journal on the _____ day of _____ 2010, for a public hearing to be held on the _____ day of _____ 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote of the City Council:

Mayor Kevin Sawnick	_____
Vice Mayor Sabin C. Abell	_____
Councilmember Thomas P. White	_____
Councilmember Brian T. Heady	_____
Councilmember Kenneth J. Daige	_____

ATTEST:

CITY OF VERO BEACH, FLORIDA

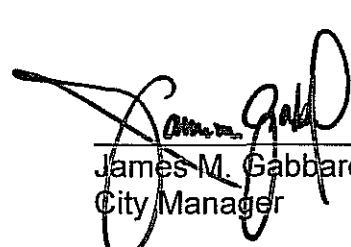
Tammy P. Vock
City Clerk

Kevin Sawnick
Mayor

Approved as to form and
legal sufficiency:

Approved as conforming to
municipal policy:


Charles P. Vitunac
City Attorney

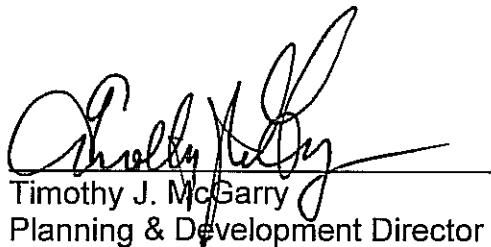

James M. Gabbard
City Manager

Approved as to Technical
Requirements:



Donald A. Dappen
Chief of Police

Approved as to Technical
Requirements:



Timothy J. McGarry
Planning & Development Director

Approved as to Technical
Requirements:



Rob Slezak
Recreation Director

ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE CODE OF THE CITY OF VERO BEACH, CHAPTER 74 TRAFFIC AND VEHICLES, ARTICLE V INTERSECTION SAFETY, IN ORDER TO COMPLY WITH THE "MARK WANDALL TRAFFIC SAFETY ACT," LAWS OF FLORIDA, CHAPTER 2010-80; PROVIDING FOR IMPLEMENTATION OF THE "MARK WANDALL TRAFFIC SAFETY PROGRAM" AND THE USE OF TRAFFIC INFRACTION DETECTORS IN THE CITY; AUTHORIZING TRAFFIC INFRACTION ENFORCEMENT OFFICERS TO ISSUE NOTICES AND CITATIONS PURSUANT TO THE PROGRAM; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Vero Beach, recognizing the serious safety hazard affecting every citizen and traveler in the City of Vero Beach presented by the failure of drivers to obey red light traffic control signals, previously adopted and codified the City's "Intersection Safety Enhancement Ordinance" in the Code of the City of Vero Beach as Article V Intersection Safety in Chapter 74 Traffic and Vehicles; and

WHEREAS, the Florida Legislature subsequently adopted CS/CS/HB 325, also known as the "Mark Wandall Traffic Safety Act," during the 2010 Legislative Session regarding the use of traffic infraction detectors to enforce certain provisions of Florida Statutes Chapter 316 regarding obedience to red light traffic controls and providing procedures for enforcement which preempt those adopted by the City Council; and

WHEREAS, the Governor of the State of Florida signed CS/CS/HB 325 into law on May 13, 2010, resulting in the creation of Laws of Florida, Chapter 2010-80, taking effect on July 1, 2010; and

WHEREAS, the City's "Intersection Safety Enhancement Ordinance" previously adopted by the City Council requires amendment to comply with the provisions of the "Mark Wandall Traffic Safety Act," Laws of Florida, Chapter 2010-80; and

WHEREAS, the City Council finds that violations of red light traffic control signals continue to be a serious safety hazard affecting citizens and travelers in the City of Vero Beach; and

WHEREAS, the City Council finds that implementation of the "Mark Wandall Traffic Safety Act" in the City will encourage a reduction in the number of red light traffic control signal violations and thereby help to promote and protect the public health, safety, and welfare;

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

Section 1 — Amendment of Chapter 74 Traffic and Vehicles, Article V Intersection Safety:

Chapter 74, Article V is hereby amended as follows:

Chapter 74 TRAFFIC AND VEHICLES

ARTICLE V. INTERSECTION SAFETY

Sec. 74-171. Title.

~~This article shall constitute and may be cited as the "Intersection Safety Enhancement Ordinance" of the City of Vero Beach.~~

Sec. 74-172. Intent and application Sec. 74-171. Purpose.

~~It is the intent of The purpose of this article is to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Vero Beach public by enhancing intersection safety through encouragement of driver obedience to traffic~~

WHEREAS, the City's "Intersection Safety Enhancement Ordinance" previously adopted by the City Council requires amendment to comply with the provisions of the recently adopted "Mark Wandall Traffic Safety Act," Laws of Florida, Chapter 2010-80; and

WHEREAS, the City Council finds that violation of red light traffic control signals continues to be a serious safety hazard affecting every citizen and traveler in the City of Vero Beach; and

WHEREAS, the City Council desires to encourage a reduction in the number of red light traffic control signal violations by amending the Code of Ordinances to conform with the implementation and procedures of the "Mark Wandall Traffic Safety Act";

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

Section 1 — Amendment of Chapter 74 Traffic and Vehicles, Article V Intersection Safety:

Chapter 74, Article V is hereby amended as follows:

Chapter 74 TRAFFIC AND VEHICLES

ARTICLE V. INTERSECTION SAFETY

Sec. 74-171. Title.

~~This article shall constitute and may be cited as the "Intersection Safety Enhancement Ordinance" of the City of Vero Beach.~~

Sec. 74-172. Intent and application Sec. 74-171. Purpose.

~~It is the intent of The purpose of this article is to promote, protect, and improve the health, safety, and welfare of the citizens of the City of Vero Beach public by enhancing intersection safety through encouragement of driver obedience to traffic~~

control signals by the use of automated traffic control signal cameras and intersection monitoring equipment and technologies to identify and record traffic control signal violations implementation of the "Mark Wandall Traffic Safety Program" provided for in F.S. § 316.0083 and authorized by the "Mark Wandall Traffic Safety Act," Laws of Florida, Chapter 2010-80. The traffic signal violation automated enforcement program provided for in this article use of traffic infraction detectors for enforcement is intended as an additional deterrent to the commission of traffic control signal red light violations and to help reduce automobile crashes and the resulting injuries and property damage associated with such crashes. No provision of this article shall prohibit any law enforcement officer from issuing a uniform traffic citation for a violation of any state law in accordance with traditional traffic enforcement methods and procedures. This article shall not supersede, infringe, curtail, or impinge upon any state law related to traffic control signal, red light, or intersection violations, and shall be interpreted to avoid conflict with such laws. The provisions of this article shall apply only to intersections within the city monitored pursuant to the enforcement program provided for in this article.

Sec. 74-173 Sec. 74-172. Definitions.

As used in this article:

Program means the "Mark Wandall Traffic Safety Program," F.S. § 316.0083, together with all other provisions and requirements of the "Mark Wandall Traffic Safety Act," Laws of Florida, Chapter 2010-80.

Intersection means the area embraced within the prolongation or connection of the lateral curb lines; or if none, then the lateral boundary lines of the roadways of two

~~roads or highways that join or intersect one another at, or approximately at, right angles; or the area within which vehicles traveling upon different roads or highways joining at any other angle may come in conflict. As to unlawful turns from an intersection, the turn can include, but is not necessarily limited to, entering into an alley, private road, service road, or driveway.~~

~~*Leased vehicle* means any motor vehicle for which a motor vehicle dealership or manufacturer has, pursuant to a written document, vested exclusive possession, use, and control of and responsibility for the motor vehicle in the lessee during the periods the vehicle is operated by or for the lessee.~~

~~*Motor vehicle* means every self propelled device in, upon, or by which any person or property is, or may be, transported or drawn upon a road, street or highway, but not including any bicycle, motorized scooter, electric personal assistive mobility device, moped, or such vehicles as run only upon a track.~~

~~*Owner* means the person identified as the registered owner of the motor vehicle by the Florida Department of Highway Safety and Motor Vehicles, or other applicable agency of whatever state of the United States, country or territory where the respective motor vehicle was registered, as of the date of the noticed violation. Such term also means the person identified as the lessee or conditional vendee of a motor vehicle with an immediate right of possession pursuant to a lease or conditional sales contract.~~

~~*Person* means and includes natural persons, corporations, partnerships, firms, companies, agencies, associations, and any other legal entity.~~

Recorded image means an image recorded by a traffic signal violation detector by photographs, electronic or digital images, digital or video movie or recording, or by any other medium.

Roadway means that portion of a street, road, or highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

Traffic means pedestrians, ridden or herded animals, and vehicles and other conveyances either singly or together while using any street, road, or highway for the purposes of travel.

Traffic signal violation enforcement officer means any duly sworn law enforcement officer of the city designated or assigned to perform traffic signal violation review duties pursuant to this article.

Traffic control signal and *traffic signal* mean any device, whether manually, electrically, or mechanically operated, by which traffic is either alternately directed to stop and then permitted to proceed, or directed to stop and then proceed, or permitted without first stopping to proceed with caution, including but not limited to such devices that exhibit different colored lights of green, yellow, and red, or one or more such colored lighted arrows, successively one at a time or in combination, or that exhibit a flashing red light, or flashing yellow light.

Traffic signal violation detector means any image capture technology, equipment, or systems consisting of one or more vehicle sensors or other monitoring equipment, working in conjunction with a traffic control signal and one or more image capture devices, automated cameras, video recording devices, and related equipment and technologies, designed and operated to automatically capture and record two or more

sequenced photographic, digital, or electronic images, or streaming video of a motor vehicle at the time and subsequent to when such motor vehicle enters the intersection, including at least one recorded image of the motor vehicle license plate. The recorded images shall also display, the time, date, and location.

Violation notice means a written notice of a traffic control signal violation issued pursuant to this article for violation of a provision of section 74-174 that was identified and recorded by a traffic signal violation detector.

Definitions in Florida Statutes and this Code may be referred to if relevant and as the context herein permits. Singular words include the plural and plural words include the singular where the context requires.

Sec. 74-173. Use of traffic infraction detectors authorized.

The City of Vero Beach is hereby authorized to use traffic infraction detectors pursuant to the provisions and requirements of the program to enforce within its jurisdiction F.S. §§ 316.074(1) and 316.075(1)(c)1. of the Florida Uniform Traffic Control Law.

Sec. 74-174. Obedience to traffic control signals.

(a) Steady red light. The driver of a motor vehicle facing a steady red light indication displayed by a traffic control signal shall stop the motor vehicle before any portion of the front most part of that motor vehicle encroaches over a vertical extension of the nearest part of the intersection, intersection line, crosswalk line, or "stop here on red" line, as applicable at the intersection, and shall cause the motor vehicle to remain stopped and standing until a steady green light indication facing the motor vehicle is displayed on the traffic control signal. However, the

driver of a motor vehicle that has stopped as required may make a right turn unless such right turn is otherwise prohibited by a properly posted sign or other traffic control device, but shall yield the right of way to other traffic proceeding as directed by the traffic control signal and to pedestrians at the intersection. A steady red light indication includes a steady red circle, a steady red turn arrow, or a steady red circle or turn arrow in conjunction with a properly posted "no turn on red" sign or substantially similar sign that prohibits turning a motor vehicle at that intersection at that time.

- (b) Flashing red light. The driver of a motor vehicle facing a flashing red light indication displayed by a traffic control signal shall stop the motor vehicle before any portion of the front most part of that motor vehicle encroaches over a vertical extension of the nearest part of the intersection, intersection line, crosswalk line, or "stop here on red" line, as applicable at the intersection, and shall obey such flashing red light indication as if a stop sign. The motor vehicle driver's right to proceed after stopping shall be subject to the rules applicable after making a stop at a stop sign. A flashing red light indication includes a flashing red circle, a flashing red turn arrow, or a flashing red circle or red turn arrow in conjunction with a "no turn" sign or substantially similar sign that prohibits turning a motor vehicle at that intersection at that time.
- (c) Inoperative or malfunctioning traffic control signal. The driver of a motor vehicle approaching an intersection at which the traffic control signal or signals are inoperative or malfunctioning shall treat such inoperative or malfunctioning traffic control signal as a stop sign and stop the motor vehicle in the manner required

for a stop intersection. The motor vehicle driver's right to proceed after stopping shall be subject to the rules applicable after making a stop at a stop sign. In the event that only some of the traffic control signals or traffic signal lights at an intersection are inoperative, the driver of a vehicle approaching an inoperative light shall stop in the above prescribed manner.

Sec. 74-174. Implementation of program.

The city manager, or his designee, is authorized to implement the provisions and requirements of the program and may take any action, subject to the purchasing limitations of this Code, which is necessary for such purpose.

Sec. 74-175. Penalties.

- (a) Each violation of section 74-174 shall be punishable by a civil penalty of \$150.00.
- (b) No driver's license points or effect on driving privilege. No admission or finding of responsibility for any violation of section 74-174 shall be deemed a conviction under any state motor vehicle law, nor shall it result in assessment of any driver's license points, as provided in F.S. § 322.27, or otherwise, nor be any basis for suspension or revocation of any driving privilege.

Sec. 74-175. Issuance of citations authorized.

A traffic infraction enforcement officer under F.S. § 316.640 is authorized to issue notices and traffic citations pursuant to the provisions and requirements of the program for violations of F.S. §§ 316.074(1) and 316.075(1)(c)1.

Sec. 74-176. Traffic signal violation automated enforcement program.

- (a) Enforcement program established; administration. There is hereby established a traffic signal violation automated enforcement program for enforcement of this

article, which enforcement program shall be administered by the police department of the city pursuant to this article and in consultation with the city manager.

- (b) *Traffic signal violation detectors.* The traffic signal violation automated enforcement program shall utilize traffic signal violation detectors as a means of monitoring compliance with the provisions of section 74-174 and assisting law enforcement personnel with enforcement. Traffic signal violation detectors shall be utilized to capture recorded images of violating motor vehicles.
- (c) *Intersection locations.* The enforcement program shall be implemented and operated for those intersections identified by the city manager with advice from the police department. Intersections chosen for the enforcement program may be located throughout the city.
- (d) *Warning signs.* Each intersection that has a traffic signal violation detector shall be identified by appropriate warning signs informing drivers of motor vehicles approaching the intersection that a traffic signal violation detector is in use or that traffic signal violations at the intersection are photo-enforced. Such warning signs shall be posted for each intersecting roadway no less than 300 feet before the intersection, unless conditions exist that necessitate placement of the signs closer to the intersection. The presence, location, or absence of any warning sign for any particular roadway or intersection shall not affect the validity of a violation notice issued for a violation of section 74-174 at that intersection and shall not constitute a defense or grounds for an appeal of the violation notice.

- (e) *Program implementation and operation.* The city manager may, as the city manager finds reasonably necessary and subject to the purchasing provisions of this Code, employ city labor and materials and contract with third party vendors for implementation and operation of the traffic signal violation automated enforcement program, including but not limited to, providing recorded images by installation and operation of traffic signal violation detectors; preparation and mailing of courtesy notices, violation notices, and other notices; receipt of and accounting for civil penalties and costs; receipt of hearing requests; and collection of unpaid civil penalties and costs. However, no vendor contract shall limit the city in performing any such functions. Administration of appeals shall be as provided in this article and Chapter 2, Article VII, of this Code.
- (f) *Public awareness campaign; grace period.* The city shall make a public announcement and conduct a public awareness campaign of the intended implementation of the traffic signal violation automated enforcement program and use of traffic signal violation detectors at least 30 days before commencing enforcement under this article. In addition, there shall be a grace period of 30 days after the first traffic signal violation detector is activated or used for the first time. The motor vehicle owner shall be sent by first class mail a courtesy notice, with no penalty assessed, for any violation of section 74-174 recorded by a traffic signal violation detector during such grace period.

Sec. 74-177. Owner responsibility; defenses.

- (a) The registered owner of the motor vehicle, whether domiciled within or without this state, the images of which are captured by a traffic signal violation detector

evidencing a violation of section 74-174, shall be responsible for the violation and liable for payment of the civil penalty, together with administrative and enforcement costs assessed, if any. However, it shall be a defense to a violation of section 74-174 that:

- (1) The driver of the motor vehicle was issued a uniform traffic citation for a violation of state law at that intersection at that same date and time for the conduct that comprises the violation of section 74-174;
- (2) The violation occurred at any time subsequent to which the motor vehicle or its assigned state license plates were reported to a law enforcement agency as having been stolen and the motor vehicle or its license plates had not been recovered by the owner at the time of the violation;
- (3) The motor vehicle was leased to another person at the time of the violation and, within 21 days after the violation notice was mailed to or otherwise served on the registered owner, or at an appeal hearing before the code enforcement board or special magistrate, such noticed owner submits in writing, the correct name and address of the lessee of such leased vehicle, together with a copy of the lease agreement and any additional information as may be required by the police department. Where the noticed owner complies with the provisions of this sub-section, the lessee of the motor vehicle at the time of the violation shall be deemed to be the owner of the motor vehicle for purposes of this article and a violation notice shall be mailed to such lessee within 30 days of such compliance with this sub-section. Failure of the noticed owner to comply with the

provisions of this sub-section shall constitute a waiver of the leased vehicle defense;

- (4) The motor vehicle was an authorized emergency vehicle or other motor vehicle owned or controlled by a federal, state, or local government and such motor vehicle's driver was authorized by applicable law, rule, or regulation to disregard that traffic control signal at that time and place;
- (5) The motor vehicle passed through the intersection in order to yield the right of way to an emergency vehicle or as part of a lawful funeral procession;
- (6) The motor vehicle passed through the intersection at the direction of a law enforcement officer;
- (7) The motor vehicle driver was required to violate the applicable traffic control signal in order to comply with another applicable law that supersedes section 74-174;
- (8) The motor vehicle driver was reasonably required to violate the traffic control signal to protect valuable tangible property or to prevent physical injury or death to any individual;
- (9) The person cited for the violation was not the owner or lessee of the cited motor vehicle at the time of the violation;
- (10) The defense asserted would excuse the noticed violation if it had been cited by a uniform traffic citation issued for a violation of state law; or
- (11) There exists any other valid defense why the violation notice should be voided, dismissed, or excused as found by the code enforcement board or special magistrate after an appeal hearing.

(b) Nothing in this article shall be construed to limit or excuse the liability of a driver of a motor vehicle for any violation of state statute enforced as provided by law nor form the basis for any defense to such a violation.

Sec. 74-178. Enforcement.

- (a) Civil offense. Each violation of section 74-174 documented by recorded images captured by a traffic signal violation detector shall be deemed a civil offense and a violation of this Code punishable as provided in this article.
- (b) Jurisdiction. Jurisdiction over violations of section 74-174 and appeals of violation notices issued for such violations shall be vested in the code enforcement board and special magistrates of the city pursuant to Chapter 2, Article VII, of this Code, and not in the county court.
- (c) Issuance of violation notice; grounds. Notice of a violation of section 74-174 and assessment of the civil penalty shall be by a city traffic signal violation notice and not by a uniform traffic citation. A traffic signal violation enforcement officer shall review and issue or authorize issuance of each violation notice pursuant to this article. Each decision to issue or not issue a violation notice shall be made by the reviewing officer after personally viewing the recorded images. The reviewing officer shall also verify that the traffic signal violation detector that captured the recorded images was functioning properly at the time the recorded images were captured. Recorded images evidencing a violation of section 74-174 shall provide reasonable and probable grounds for the reviewing officer to issue or authorize the issuance of the violation notice and shall be admissible for all purposes at any hearing. The violation notice shall be issued no later than 30 days after the

date of the violation or determination of the identity of the owner, whichever is later. In no event shall a violation notice be issued more than 90 days after the date of the violation.

(d) ~~Contents of violation notice.~~ The traffic signal violation notice shall include the following information:

- (1) ~~Date of issuance;~~
- (2) ~~Name of the reviewing officer and division or department issuing or authorizing issuance of the violation notice;~~
- (3) ~~Name and address of the motor vehicle owner as of the date of the violation;~~
- (4) ~~License plate number of the violating motor vehicle;~~
- (5) ~~Make and year, and, if ascertainable, the model and color of the violating motor vehicle;~~
- (6) ~~Date and time of the violation;~~
- (7) ~~Location of the intersection where the violation occurred;~~
- (8) ~~Section number of this article that was violated and a brief factual statement of the nature of the violation;~~
- (9) ~~Amount of the civil penalty assessed;~~
- (10) ~~Instructions and due date for paying the civil penalty and instructions for requesting an administrative hearing to appeal the violation notice;~~
- (11) ~~Notice that failure to request a hearing to contest the violation notice within 21 days after mailing or other service of the violation notice shall constitute a~~

waiver of the right to a hearing and that such waiver shall constitute an admission of the violation and liability for the civil penalty;

(12) Notice that the owner will be liable for the costs of the administrative hearing and costs of enforcement if, after the hearing, the violation notice is upheld;

(13) A statement that the signing officer viewed and thereby observed the recorded images evidencing the violation, and that those images constitute reasonable and probable grounds for the officer to conclude that the noticed violation was committed at the cited date, time and intersection, with the specified motor vehicle; and

(14) A copy of two or more recorded images documenting the violation, including a copy of the recorded image that identifies the letters and numbers on the motor vehicle license plate and the state, country or territory shown on that license plate. Information directing the owner to a website providing access to the recorded images may also be included.

(e) Service of notices. The violation notice and any other notices may be served by depositing the notice in the United States mail, first class, postage prepaid, addressed to the owner at the owner's last known mailing address furnished to the Florida Department of Highway Safety and Motor Vehicles or other applicable agency of whatever state of the United States, country or territory where the violating motor vehicle was registered, or such other address furnished to the city by the owner. Service by first class mail as provided shall be evidenced by a certificate of mailing and shall be deemed sufficient and complete upon such

mailing. The certificate of mailing shall be admissible in any administrative or legal proceeding and shall constitute sufficient proof of service. Any violation notice or other notice may be served by any other method provided in Chapter 2, Article VII, of this Code for service of a code enforcement citation.

Sec. 74-179. Rights of owner; appeal hearings.

- (a) Rights of owner. An owner who has been served with a traffic signal violation notice shall, within 21 days after service of the violation notice, either:
- (1) Pay the civil penalty in the manner specified on the violation notice; or
 - (2) Appeal by administrative hearing the violation notice by making a request for a hearing in the manner specified on the violation notice. The appeal shall include the owner's name, mailing address and telephone number, and must state in clear, meaningful detail all grounds upon which the violation notice is being contested. Failure of the owner to appeal within the prescribed time period or failure of the owner to attend the scheduled hearing if requested shall constitute a waiver of the owner's right to an administrative hearing on the violation notice. Such waiver of the right to an administrative hearing shall be deemed an admission of the violation and of liability for the civil penalty.
- (b) Scheduling and notice of hearing. Upon receipt of a request for an administrative hearing to contest a violation notice, the actual date and time of receipt shall be noted on the request. If the request for a hearing is timely, the matter shall be set and noticed for the next regularly scheduled code enforcement hearings or as soon thereafter as possible. An untimely request shall be returned with written explanation for its return.

- (c) Notice of hearing; contents. At least ten days before the hearing, a notice of hearing shall be sent to the owner. The notice of hearing shall include the following information:
- (1) Place, date and time of the hearing.
 - (2) Right of the owner to be represented by an attorney.
 - (3) Right of the owner to present witnesses and evidence.
 - (4) Notice that failure of the owner to attend the hearing will constitute a waiver of the right to a hearing on the violation notice and that such waiver shall be deemed an admission of the violation alleged and liability for the civil penalty.
 - (5) Notice that the owner will be responsible for insuring that a verbatim record of the hearing is made should the owner desire to appeal an adverse decision.
 - (6) Notice that requests for postponement of the hearing will only be considered if received at least five days prior to the date set for the hearing.
- (d) Conduct of hearings; orders. The hearing shall be conducted by the code enforcement board or special magistrate and appropriate orders entered pursuant to Chapter 2, Article VII, of this Code.
- (e) Findings after hearing; penalties and costs. If, after the hearing, the board or special magistrate finds that the violation occurred and that the owner is responsible pursuant to this article, a civil penalty in the amount specified on the violation notice shall be assessed against the owner, together with the costs of the administrative hearing and the costs of enforcement. The owner shall not be

liable for the payment of any civil penalty or costs if the finding is that the violation did not occur or that a valid defense to the violation exists.

Sec. 74-180. Collection of unpaid penalties and costs.

- (a) Civil penalties and costs unpaid and owing after liability for the violation and the penalties and costs assessed has become final and the owner has exhausted or failed to exhaust any available appeals, may be collected by any method provided in this article or in Chapter 2, Article VII, of this Code.
- (b) The city may withdraw a violation notice, following reasonable collection efforts for unpaid penalties and costs, when the violation notice was issued to an owner who is deceased at the time collection efforts are undertaken and such unpaid penalties and costs are not otherwise secured by a lien.

Sec. 74-181. Conflict and severability.

In the event any provision of this article conflicts with any other provision of this Code or any other ordinance or resolution of the city, the provisions of this article shall apply and supersede on the subject matter of this article. If any provision of this article is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 2 — Conflict and severability.

In the event any provision of this ordinance conflicts with any other provision of this Code or any other ordinance or resolution of the city, the provisions of this chapter shall apply and supersede on the subject matter of this chapter. If any provision of this

ordinance 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 separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 3 — Inclusion in the Code.

It is the intention of the City Council, and it is hereby ordained, that the provisions of this ordinance shall become and be made a part of the Code of the City of Vero Beach; that the chapter, sections and subsections of this ordinance may be renumbered or re-lettered to accomplish such codification; and that the word "ordinance" may be changed to "chapter" or any other appropriate word.

Section 4 – Effective Date.

This ordinance shall become effective upon final adoption by the City Council of the City of Vero Beach.

This Ordinance was read for the first time on the _____ day of _____ 2010, and was advertised in the Indian River Beach Press Journal on the _____ day of _____ 2010, for a public hearing to be held on the _____ day of _____ 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote of the City Council:

Mayor Kevin Sawnick _____

Vice Mayor Sabin C. Abell _____

Councilmember Thomas P. White _____

Councilmember Brian T. Heady _____

Councilmember Kenneth J. Daige _____

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy P. Vock
City Clerk

Approved as to form and
legal sufficiency:

Charles P. Vitunac

Charles P. Vitunac
City Attorney

Approved as to Technical
Requirements:

Kevin Sawnick
Mayor

Approved as conforming to
municipal policy:

James M. Gabbard

James M. Gabbard
City Manager

Donald A. Dappen

Donald A. Dappen
Chief of Police

RESOLUTION NO. 2010-_____

**A RESOLUTION OF THE CITY OF VERO BEACH, FLORIDA,
APPROVING THE TRANSMITTAL TO THE STATE OF
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS OF A
PROPOSED CITY OF VERO BEACH COMPREHENSIVE PLAN
AMENDMENT TO AMEND THE TEXT OF THE LAND USE
ELEMENT, TRAFFIC CIRCULATION ELEMENT AND CAPITAL
IMPROVEMENTS ELEMENT; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendment request on June 17, 2010, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation of approval to the City Council; and

WHEREAS, the Vero Beach City Council held a transmittal public hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process.

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

Section 1. Comprehensive Plan Amendment (Transmittal Phase)

The following proposed amendment, attached as Exhibit One, is approved for transmittal by the Planning and Development Director of the City of Vero Beach, Florida, to the State of Florida Department of Community Affairs for review.

Section 2. Repeal of Conflicting Provisions

All previous ordinances, resolutions, or motions of the Vero Beach City Council, which conflict with the provisions of this resolution, are hereby repealed to the extent of such conflict.

Section 3. Effective Date.

This Resolution shall be effective upon adoption.

This Resolution was advertised in the Press Journal on the _____ day of _____, 2010, as being scheduled for a public hearing to be held on the _____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Mayor Kevin Sawnick	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vice Mayor Sabin C. Abell	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Thomas P. White	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Brian Heady	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Kenneth J. Daige	<input type="checkbox"/> Yes	<input type="checkbox"/> No

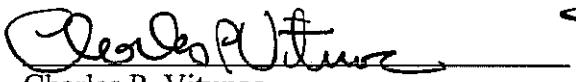
ATTEST:

**CITY OF VERO BEACH,
FLORIDA**

Tammy K. Vock
City Clerk

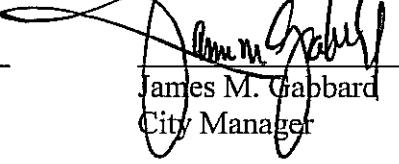
Kevin Sawnick
Mayor

Approved as to form and legal sufficiency:



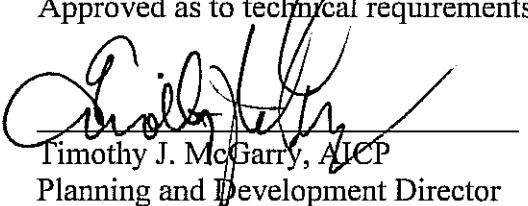
Charles P. Vitunac
City Attorney

Approved as conforming to
municipal policy:



James M. Crabbard
City Manager

Approved as to technical requirements:



Timothy J. McGarry, AICP
Planning and Development Director

ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, AMENDING THE TEXT OF THE LAND USE ELEMENT, TRAFFIC CIRCULATION ELEMENT, AND CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF VERO BEACH COMPREHENSIVE PLAN BY REVISING OR CREATING POLICIES TO ENCOURAGE THE LOCATION OF MULTI-MODAL TRANSPORTATION FACILITIES INCLUDING AN AMTRAK PASSENGER RAIL STATION IN DOWNTOWN VERO BEACH; REVISING THE LEVEL OF SERVICE STANDARD FOR A1A NORTH OF STATE ROUTE 60 (BEACHLAND BOULEVARD) AND CLARIFYING LANGUAGE DESCRIBING ROADWAY LEVEL OF SERVICE STANDARDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council adopted the City of Vero Beach Comprehensive Plan on July 21, 1992; and

WHEREAS, Sections 163.3184, 163.3187 and 163.3189 Florida Statutes and Chapter 9J-5 Florida Administrative Code provides authority to adopt this Ordinance amending the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Board, acting as the Local Planning Agency, held a public hearing on the comprehensive plan amendments request on June 17, 2010, after due public notice; and

WHEREAS, the Planning and Zoning Board made a recommendation that the City Council adopt the comprehensive plan amendments listed below and transmit same to the Florida Department of Community Affairs; and

WHEREAS, the Vero Beach City Council held a Transmittal Public Hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b)(1); and

WHEREAS, the City Council approved the transmittal of the comprehensive plan amendment to the Florida Department of Community Affairs for review; and

WHEREAS, the City Council announced at the transmittal public hearing the intention to hold and advertise a final public hearing at the adoption stage of the plan amendment; and

WHEREAS, the Florida Department of Community Affairs received the Comprehensive Plan Amendment on _____, pursuant to F.S. 163.3184(4); and

WHEREAS, the Florida Department of Community Affairs reported a finding of _____ following review of the proposed Comprehensive Plan amendment and documented the same in correspondence dated _____; and

WHEREAS, the Vero Beach City Council held a Comprehensive Plan Amendment Adoption Public Hearing on _____, after advertising pursuant to F.S. 163.3184(15)(b);

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

Section 1. Comprehensive Plan Amendment Adoption and Transmittal

The amendments to the Vero Beach Comprehensive Plan identified in Section 2 is hereby adopted, and three (3) copies are to be transmitted to the State of Florida Department of Community Affairs and one (1) copy each is to be transmitted to the Treasure Coast Regional Planning Council and Indian River County.

Section 2. Amendments to the Comprehensive Plan

The amendments include the following: 1) a revision to Policy 1.9, Land Use Element and new Policies 3.9 and 3.10, Traffic Circulation Element related to supporting Amtrak Passenger Rail Station and other multi-modal transportation facilities in

downtown Vero Beach, attached as Exhibit A; and 2) a revision to Policy 1.1, Traffic Circulation Element and Table 9.1, Level of Service Standards (LOS) for Facilities, Capital Improvements Element that revise the Level of Service for A1A north of State Road 60 (Beachland Boulevard) and clarifying language describing Level of Service standards for roadways, attached as Exhibit B.

Section 3. Authorization to Transmit Plan Amendments

The City Planning and Development Director is directed to transmit a certified copy hereof to the authorities designated under Section 163.3184(3) Florida Statutes, and proceed herewith in accordance with the provisions of Chapter 163, Part II, Florida Statutes.

Section 4. Repeal of Conflicting Provisions

All previous ordinances, resolutions, or motions of the Vero Beach City Council, which conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

Section 5. Effective Date

The effective date of this ordinance and, therefore, these plan amendments shall be the date a final order is issued by the Florida Department of Community Affairs or Administration Commission finding the amendments in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier.

This Ordinance was read for the first time on the ____ day of _____, 2010, and was advertised in the Press Journal on the ____ day of _____, 2010, as being scheduled for a public hearing to be held on the ____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by

Councilmember _____, seconded by Councilmember _____,
and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Mayor Kevin Sawnick	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vice Mayor Sabin C. Abell	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Thomas P. White	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Brian Heady	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Kenneth J. Daige	<input type="checkbox"/> Yes	<input type="checkbox"/> No

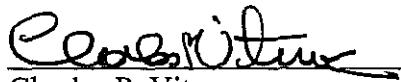
ATTEST:

**CITY OF VERO BEACH,
FLORIDA**

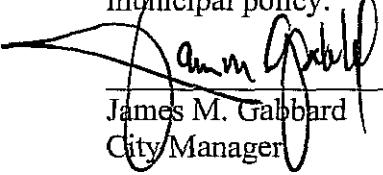
Tammy K. Vock
City Clerk

Kevin Sawnick
Mayor

Approved as to form and legal sufficiency:


Charles P. Vitunac
City Attorney

Approved as conforming to
municipal policy:


James M. Gabbard
City Manager

Approved as to technical requirements:

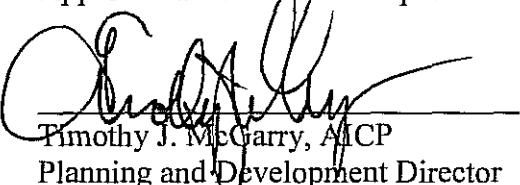

Timothy J. McGarry, AICP
Planning and Development Director

EXHIBIT A
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.9 of the Land Use Element under Objective 1 (Land Uses) is hereby amended as follows:
 - 1.9 The Mixed Use (MX) land use designation shall be applied to those areas that are suitable for urban scale development and intensities. Those areas shall be limited to lands near arterial or collector streets with adequate public facilities, access to multi-modal transportation alternatives, existing mixed use central locations, including the central core of the city and the downtown area. This land use category shall allow a mixture of residential and commercial uses, which may be located in the same building. Additional allowed uses include park and recreation uses, public facilities, institutional uses, schools, cultural and civic uses, utilities, professional office uses, and tourist-oriented facilities.
2. The Traffic Circulation Element is hereby amended by creating a new Policy 3.9 under Objective 3 (Multi-modal Transportation System) that reads as follows:
 - 3.9 The City shall through amendments to its Land Development Regulations authorize bus, rail, and other inter- and multi-modal facilities within areas zoned Downtown District (DTW).
3. The Traffic Circulation Element is hereby amended by creating a new Policy 3.10 under Objective 3 (Multi-modal Transportation System) that reads as follows:
 - 3.10 The City shall support efforts to locate an Amtrak passenger rail station in downtown Vero Beach in conjunction with resumed passenger rail service in the Florida East Coast Corridor to increase mobility and enhance opportunities for transit oriented development.

EXHIBIT B
AMENDMENTS TO THE
CITY OF VERO BEACH
COMPREHENSIVE PLAN

1. Policy 1.1 of the Traffic Circulation Element is hereby revised as follows:

“1.1 The operating level of service standards for roadways shall be as ~~herein~~ established: Level of Service “D” (Peak Hour/Peak Season/Peak Direction) or better on all arterial and collector roadways and Level of Service “E” (Peak Hour/Peak Season/Peak Direction) or better for all other local roadways, except for the following:

- 27th Avenue from South City Limits to State Route 60 – “E” plus 20%.
- A1A from State Route 60 to North City Limits – “D” plus 30%.

2. Under the “Roads” category in Table 9.1, Level of Service Standards (LOS) for Facilities, City of Vero Beach, of the Capital Improvements Element is hereby revised as follows:

“Roads

Principal Arterials and Collectors*

Level of Service D (Peak Hour/Peak Season/Peak Direction)

All Other Roadways

Level of Service E (Peak Hour/Peak Season/Peak Direction)

*Except the following roads:

- 27th Avenue from South City Limits to State Route 60
- A1A from State Route 60 to North City Limits

Level of Service E (Peak Hour/Peak Season/Peak Direction) plus 20%

Level of Service D (Peak Hour/Peak Season/Peak Direction) plus 30%”

MEMORANDUM

4 - A)

TO: James M. Gabbard, City Manager

VIA: Charles Vitunac, City Attorney

FROM: Ericson W. Menger, Airport Director

DATE: August 2, 2010

SUBJECT: **SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT BETWEEN THE CITY OF VERO BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INSTALL AIRFIELD LIGHTING (FDOT #416303-1-94-01)**

Attached are six (6) copies of a Supplemental Joint Participation Agreement (SJPA) between the City of Vero Beach and the Florida Department of Transportation (FDOT) for the above-referenced airport project. Also attached are three (3) copies of a proposed City Resolution authorizing the Mayor and City Manager to execute the SJPA on behalf of the City.

BACKGROUND

On April 15, 2008, City Council approved a Joint Participation Agreement (JPA) for the Rehabilitation of Runway 11L-29R, which is the 3,504' x 75' utility runway at the airport, and is parallel to our 7,314' x 100' main runway (11R-29L). On February 17, 2009 and June 16, 2009, respectively, City Council approved Supplemental Joint Participation Agreements to include Taxiway F and connectors into this project, and to increase the JPA by \$1,200,000 bringing the total FDOT participation (80%) to \$2,400,000. Total project budget is therefore \$3,000,000 (account number 443.4000.542.605001). City Council awarded the project to Ranger Construction on April 6, 2010 and Notice to Proceed was issued June 7, 2010. Construction costs for this project (currently underway) will be about \$2,000,000, and surveying, engineering, permitting, and other costs are expected to be about \$500,000, so this project is projected to be about \$500,000 under budget.

Accordingly, airport staff contacted FDOT to discuss the possibility of using the overage in programmed funds to replace the remainder of our taxiway lighting systems with the same Light-Emitting Diode (LED) fixtures as we are currently installing on Taxiway F. The FDOT has agreed to this proposed work as long as the original funding is not exceeded. The attached SJPA, if accepted by the City Council, amends the current JPA for airfield lighting outside the scope of the original project, allowing the airport to upgrade the taxiway lighting systems for the rest of the airfield. Replacing taxiway lighting with the more energy-efficient LEDs will save an estimated \$255,000 on power consumption and maintenance costs over the lifetime of the LED lights.

In summary, the attached SJPA merely amends the project description to include the additional lighting without exceeding the originally-approved JPA amount (\$2,400,000). For your information, this is work that will be accomplished by a local electrical firm, Paragon Electric (sub-contractor to Ranger), for the same unit cost as originally bid.

RECOMMENDATION

I respectfully request that this item be placed on the August 17, 2010, City Council Agenda. I recommend approval of the proposed Resolution and acceptance of the SJPA.

EWM:rls
Attachments (9)

cc: Airport Commission Members, via e-mail and U.S. mail
Joyce Vonada, City Manager's Office, via e-mail
John O'Brien, Manager, Purchasing, via e-mail

RESOLUTION NO. 10-_____

A RESOLUTION AUTHORIZING THE CITY OF VERO BEACH, FLORIDA, TO ENTER INTO A SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, TO REHABILITATE RUNWAY 11L-29R TO INCLUDE TAXIWAY F AND CONNECTORS AND LIGHTING (FDOT #416303-1-94-01)

WHEREAS, the City of Vero Beach owns and operates the Vero Beach Municipal Airport and;

WHEREAS, the City desires to construct the above-referenced airport improvements and;

WHEREAS, the State government has agreed to participate in the funding of the above-referenced airport improvements with the City of Vero Beach.

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

The Mayor and City Manager are authorized to execute all appropriate documents as representatives of the City of Vero Beach in connection with the Supplemental Joint Participation Agreement between the State of Florida and the City of Vero Beach for airport improvements.

THIS RESOLUTION was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ day of _____ 2010, by the following vote:

Mayor Sawnick _____

Vice-Mayor Abell _____

Councilmember White _____

Councilmember Heady _____

Councilmember Daige _____

ATTEST

CITY OF VERO BEACH, FLORIDA

Tammy Vock, City Clerk

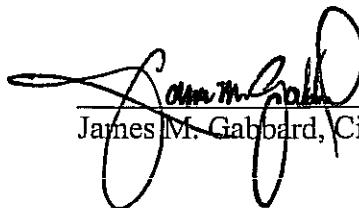
Kevin Sawnick, Mayor

Approved as to form and
Legal sufficiency:



Charles Vitunac, City Attorney

Approved as to technical
requirements:



James M. Gabbard, City Manager

Approved as to technical
requirements:



Ericson W. Menger, Airport Director

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT
Number 3

725-030-07
 PUBLIC TRANSPORTATION
 D4/07
 Page 1 of 4

Financial Project No.: 41630319401 (item-segment-phase-sequence)	Fund: DS Function: 637 Federal No.: Contract No.: AP461 DUNS No.: Catalog of Federal Domestic Assistance Number:	FLAIR Category: 088719 Object Code: 750004 Org. Code: 55042010428 Vendor No.: 596000445004 Catalog of State Financial Assistance Number: 55004
--	---	--

THIS AGREEMENT, made and entered into this _____ day of _____, _____,
 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,
 hereinafter referred to as the Department, and City of Vero Beach

 hereinafter referred to as Agency.

W I T N E S S E T H :

WHEREAS, the Department and the Agency heretofore on the 12th day of May, 2008,
 entered into a Joint Participation Agreement; and

WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended
 hereto; and

WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment
 "A" for a total Department Share of \$2,400,000.00.

NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow
 from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended
 and supplemented as follows:

1.00 Project Description: The project description is amended
 to include lighting.

2.00 Project Cost:

Paragraph 3.00 of said Agreement is increased/decreased by \$0.00 _____
bringing the revised total cost of the project to \$ 3,000,000.00 _____.

Paragraph 4.00 of said Agreement is increased/decreased by \$0.00 _____
bringing the Department's revised total cost of the project to \$ 2,400,000.00 _____.

3.00 Amended Exhibits:

Exhibit(s) _____ of said Agreement is amended by Attachment "A".

4.00 Contract Time:

Paragraph 18.00 of said Agreement N/A _____.

ATTACHMENT "A"
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Vero Beach

dated

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

The description was amended to include lighting on additional taxiways with the balance of funds.

I.	Project Cost:	As Approved	As Amended	Net
		\$3,000,000.00	\$3,000,000.00	\$0.00
	Total Project Cost	\$3,000,000.00	\$3,000,000.00	\$0.00
I.	Fund	As Approved	As Amended	Net
	Department:	\$2,400,000.00	\$2,400,000.00	\$0.00
	Agency:	\$600,000.00	\$600,000.00	\$0.00
		\$0.00	\$0.00	\$0.00
	Total Project Cost	\$3,000,000.00	\$3,000,000.00	\$0.00

Comments:

III. MULTI-YEAR OR DEFERRED REIMBURSEMENT PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00
FY	\$0.00	FY	\$0.00

Project years may be advanced or deferred subject to Legislative appropriation or availability of funds.

MEMORANDUM

4 - B)

TO: James M. Gabbard, City Manager

VIA: Charles P. Vitunac, City Attorney

FROM: Ericson W. Menger, Airport Director *(AS follow)^*

DATE: August 9, 2010

SUBJECT: RESOLUTION AUTHORIZING ACCEPTANCE OF AN FAA GRANT FOR AIRPORT IMPROVEMENT PROJECT 3-12-0083-034-2010 (AIP-34): REHABILITATE TAXIWAY "C" AND A SECTION OF RUNWAY 11R-29L

Attached for your review and approval is a Grant Offer from the Federal Aviation Administration (FAA) for Airport Improvement Project No. 3-12-0083-034-2010, in the amount of \$767,000 for the above-referenced project. Also attached is a proposed Resolution authorizing the Mayor and City Manager to accept the FAA grant.

BACKGROUND

This project was originally approved by City Council in the airport's FY10 capital budget (account number 443.4000.542.610003) at \$1,000,000. The engineer, URS Corporation, recently updated the estimated project cost to \$807,368. Staff pursued state and federal grants to complete this project.

On March 2, 2010, City Council accepted a Joint Participation Agreement (JPA) from the Florida Department of Transportation (FDOT) which funded a portion (2.5%) of the project cost in anticipation of federal assistance. The Federal Aviation Administration (FAA) has now offered a grant for \$767,000 that will fund 95% of the cost of the project. The remaining balance (\$20,184) will come from airport funds. There is no cost to the general fund for this project.

The project is considered a high priority by FAA due to the critical nature of this runway and taxiway. If the grant is accepted by City Council, staff will bring back a recommendation for award of this project as soon as possible.

RECOMMENDATION

I respectfully request that this item be placed on the August 17, 2010, City Council Agenda. Staff recommends acceptance of the FAA grant in the amount of \$767,000.

EWM/dfw

Attachments

cc: Airport Commission Members (via email and US mail)
Steve Maillet Finance Director (via email)
Joyce Vonada, City Manager's Office (via email)

RESOLUTION NO. 10

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF VERO BEACH TO ACCEPT A GRANT OFFER FROM THE FEDERAL AVIATION ADMINISTRATION TO FUND AN AIRPORT IMPROVEMENT PROJECT ENTITLED: AIP PROJECT NO. 3-12-0083-034-2010 REHABILITATE TAXIWAY "C" AND A SECTION OF RUNWAY 11R/29L

WHEREAS, the City of Vero Beach owns and operates the Vero Beach Municipal Airport; and

WHEREAS, the City of Vero Beach desires to undertake the above-referenced project; and

WHEREAS, the Federal Aviation Administration has authorized federal funds to undertake the above-referenced project, in the form of a Grant Offer to the City; and

WHEREAS, the City desires to accept the Grant Offer and enter into a Grant Agreement with the Federal Aviation Administration.

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

The Mayor is hereby authorized to execute all appropriate documents, as described above, as representative of the City of Vero Beach in connection with the FAA Grant Agreement to be used for the completion of the above-referenced project.

THIS RESOLUTION was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ day of 2010, by the following vote:

Mayor Sawnick

Vice Mayor Abell

Councilmember White

Councilmember Heady

Councilmember Daige

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Vock, City Clerk

Kevin Sawnick, Mayor

Approved as to form and
legal sufficiency:

Wayne R. Conant Asst. City
Charles P. Vitunac, City Attorney Atty.

Approved as to technical
requirements:

James M. Gabbard
James M. Gabbard, City Manager

Approved as to technical
requirements:

Eric W. Menger
Ericson W. Menger, Airport Director

2010-A/ROW-148

ORDINANCE NO. 2010-_____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, ABANDONING ALL OF THAT 7.5 FOOT WIDE ALLEY LYING NORTH OF LOTS 1 THROUGH 12, BETWEEN 21ST STREET AND 22ND STREET, OF CONN ADDITION SUBDIVISION.

WHEREAS, the City of Vero Beach is offering to abandon any right, title and interest it may have located within the right-of-way in all of that 7.5 foot wide alley lying north of Lots 1 through 12, between 21st Street and 22nd Street of Conn Addition Subdivision; and

WHEREAS, pursuant to Section 2-373 of the Vero Beach Code of Ordinances, the City Council is authorized to abandon and/or release any city interest in real property by adopting an ordinance declaring the interest abandoned; and

WHEREAS, the City of Vero Beach no longer needs, for right-of-way purposes, the roadways as described and depicted in the property description attached to this Ordinance as **EXHIBIT "A"**; and

WHEREAS, the City of Vero Beach shall retain a utility easement over, under and across the areas described in attached **EXHIBIT "A,"**

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

Section 1 – Abandonment of Right-of-Way.

Except for retaining a utility easement over, under, and across said abandonment, the City of Vero Beach does hereby abandon all right, title, and interest that it may have in the following described property:

SEE ATTACHED EXHIBIT "A" (SHEET 1 OF 2) – LEGAL DESCRIPTION OF PROPERTY

SEE ATTACHED EXHIBIT "A" (SHEET 2 OF 2) – SKETCH OF PROPERTY

Section 2 – Effective Date.

This Ordinance shall become effective upon final passage.

This Ordinance was read for the first time on the _____ day of _____, 2010, and was advertised in the Vero Beach Press Journal on the _____ day of _____, 2010, as being scheduled for a public hearing to be held on the _____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

Mayor Kevin Sawnick	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vice Mayor Sabin C. Abell	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Thomas P. White	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Brian T. Heady	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Kenneth L. Daige	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ATTEST:

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

CITY OF VERO BEACH, FLORIDA:

By: _____
Print: Kevin Sawnick
Title: Mayor

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me this _____ day of _____, 2010 by Kevin Sawnick, 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

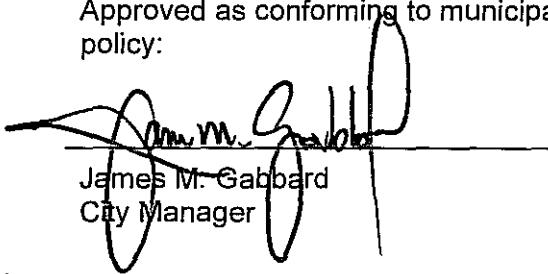
Sign: _____
Print: _____
State of Florida at Large
My Commission Number: _____
My Commission Expires: _____

Approved as to legal sufficiency:



Charles P. Vitunac
City Attorney

Approved as conforming to municipal
policy:



James M. Gabbard
City Manager

Approved as to technical requirements:



Monte K. Falls
Director, Public Works

This instrument prepared in the
Office of the City Attorney
P.O. Box 1389
Vero Beach, FL 32961-1389

EXHIBIT "A"
PROPERTY DESCRIPTION
ABANDONMENT OF RIGHT-OF-WAY APPLICATION #2010-A/ROW-0148
CONN ADDITION SUBDIVISION

Situated in the State of Florida, County of Indian River, City of Vero Beach, and being a part of Conn Addition Subdivision, as recorded in Plat Book 3, Page 5 of the Public Records of Indian River County, Florida and being more particularly bounded and described as follows:

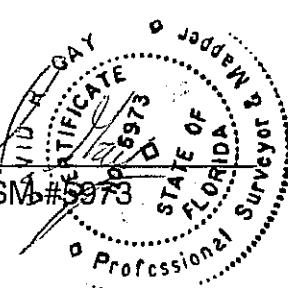
All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of said Conn Addition Subdivision;

Containing 2,302 square feet more or less.

NOTE: The City of Vero Beach shall retain a utility easement over, under and across all of the above mentioned alley.



David R. Gay, PSM #5973



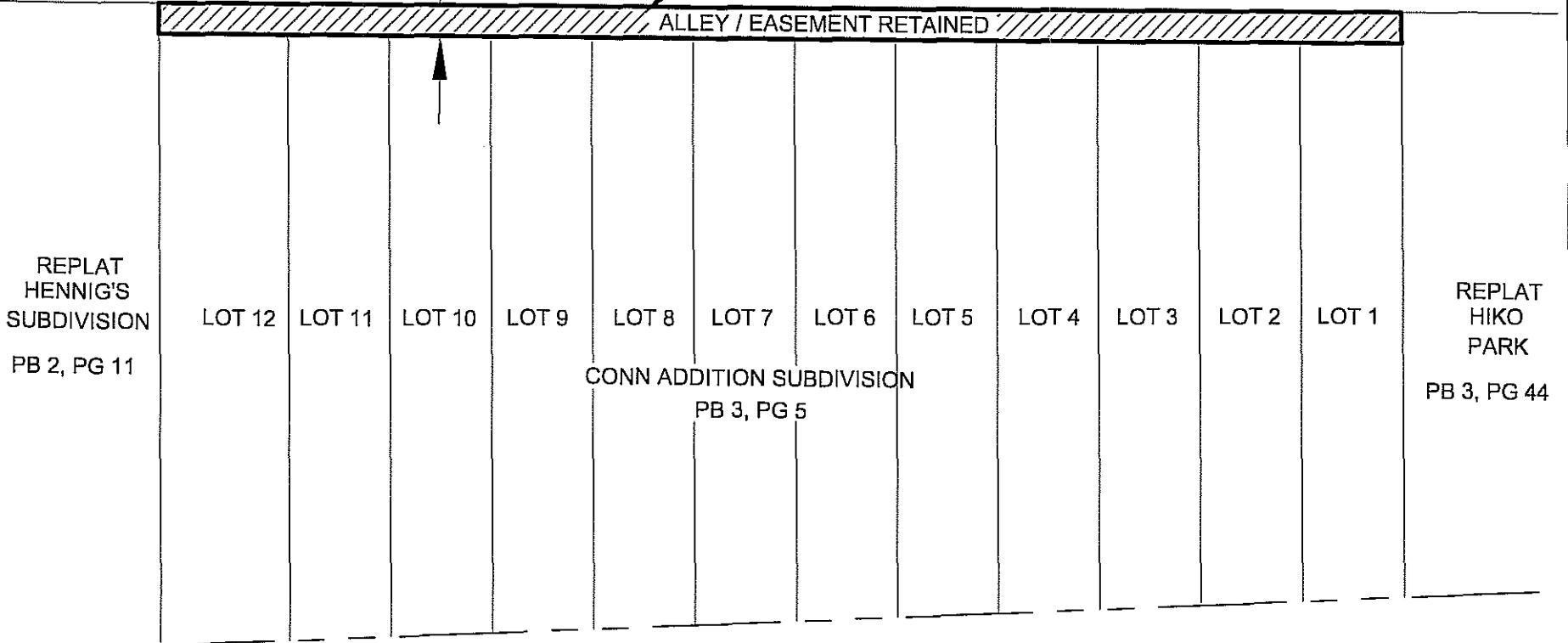
S:\Property Descriptions\2010\2010-AROW-148 Conn Addition Alley_Jun 09 2010.docx

7.5'

SUBJECT ABANDONMENT

SCALE 1"= 40'

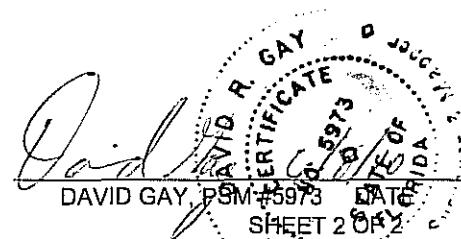
ALLEY / EASEMENT RETAINED



21ST STREET / US #1

THIS SKETCH IS NOT A SURVEY

CITY OF VERO BEACH		SKETCH OF PROPERTY DESCRIPTION		EXHIBIT "A"	
DEPARTMENT OF PUBLIC WORKS		ABANDONMENT OF RIGHT OF WAY		REV. NO.	AUTHORIZED BY
SURVEY DIVISION		CONN ADDITION SUBDIVISION		1	DG
				DRWN BY	DATE
				BMM	6/2010
DATE	DRWN BY	CHKD BY	DESCRIPTION		
06/2010	BMM	DG			



DAVID GAY, PSM#5973 DATE
SHEET 2 OF 2



DEPARTMENTAL CORRESPONDENCE

TO: James M. Gabbard, City Manager
DEPT: City Manager

VIA: Monte K. Falls, PE, Director
DEPT: Public Works *MKFalls 7/20*

FROM: David R. Gay, PSM, Chief Surveyor *DG*
DEPT: Public Works

DATE: July 27, 2010

**RE: Abandonment of Right-of-Way Application #2010-A/ROW-148
Alley Between 21st Street and 22nd Street
Conn Addition Subdivision**

The referenced application has been received for consideration by the City and was routed for review by various City departments, as well as outside utilities. Responses (copies attached) were favorable for the requested abandonment of right-of-way. Therefore, we do not object to the approval of this application. An easement shall be retained for the existing electrical, cable and telephone facilities as shown on the attached sketch.

Please contact us if you have any questions.

Attachments

DRG:MKF/ntn

T:\REVIEWS\Abandoned ROW\2010-AROW-148 Alley Betw 21st & 22nd St, 8th Ave\Recommendation
Memo_JGabbard_Jul 23 2010.docx

CITY OF VERO BEACH

ABANDONMENT OF RIGHT-OF-WAY
REVIEW SUMMARY

Application No. 2010-A/ROW-148
Applicant MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner Investments, LLC
Property Address: 852 thru 864 21st Street
Subdivision: Conn Addition
Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Related Project No.

Application Reviewed By:

COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police
IRC Fire District
AT&T
Comcast Cable

<u>Do Not Object</u>	<u>No Objection with Conditions</u>	<u>Object</u>
	X	
X		
X		
X		
X		
X		
X		

Date: July 23, 2010

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

The Department of Public Works has reviewed the responses and comments received from the other reviewing departments/agencies and we recommend the following action:

DO NOT OBJECT
DO NOT OBJECT WITH CONDITIONS
OBJECT

X

Our comments and/or conditions are as follows:

Retain easement for overhead utility lines.

Public Works

Printed Name:

David R. Gay, PSM, Chief Surveyor . *DRG*

Date of Review:

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To: COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police

X
X
X
X

IRC Fire District
AT&T
Comcast Cable

X
X
X

From: David R. Gay, PSM
Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner

Applicant: Investments, LLC

Property Address: 852 thru 864 21st Street

Subdivision: Conn Addition

Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0

Application No. 2010-A/ROW-148

Related Project No.

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT

DO NOT OBJECT WITH CONDITIONS

OBJECT

<input checked="" type="checkbox"/>

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

NO OBJECTION, PROVIDING EASEMENT IS MAINTAINED AND ACCESS TO OVERHEAD ELECTRIC IS PROVIDED.

Signature of Agency Reviewer:

Ted Fletcher

Printed Name:

Ted Fletcher

Agency:

CITY OF VERO BEACH ELECTRIC

Date of Review

6-18-10

JUN 21 2010

AVENUE

22ND

H T GIFFORD
ESTATES00001
00000
00013.1

01

P.B.S. 01-13

LOT 13

SHADOWLAWN

SUB

P.B.I. 02-79

AVENUE

1013	10057	10057	100	100	100	100	100
20	19	18	17	16	15	14	13
7	6	5	4	3	2	1	
1013	1013	1013	1013	1013	1013	1013	1013
1013	1013	1013	1013	1013	1013	1013	1013
1013	1013	1013	1013	1013	1013	1013	1013
1013	1013	1013	1013	1013	1013	1013	1013
1013	1013	1013	1013	1013	1013	1013	1013

LINWOOD

AVENUE

22ND

STREET

CHATEAU VILLAS

ADDITION

REPLAT

P.B.I. 03-44

AVENUE

8 CONDO

9

REPLAT

P.B.I. 03-44

59
CONDO

REPLAT

00001
00000
00016.0

1.25 AC

LOT 15

21ST

STREET

HENNIGS

00001
00000
00015.1

15.4

01

.54 AC

.54 AC

.27 AC

.14 AC

.25 AC

20TH

PLACE

SUB

01

16.3 AC

P.B.I. 02-11

AVENUE

US HIGHWAY 120, RDW, 148

8TH

ADDITION

HT

.58 AC

17.0

GIFFORD

17

17.1

SUB

.28 AC

TRACT A

P.B.I. 03-05

SR 60 (WESTBOUND)

US HIGHWAY 1

ADDITION

HT

.58 AC

17.0

GIFFORD

17

17.1

SUB

.28 AC

TRACT A

P.B.I. 01-79

CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To: COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police

X
X
X
X

IRC Fire District
AT&T
Comcast Cable

X
X
X

From: David R. Gay, PSM
Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner Investments, LLC

Applicant: Investments, LLC
Property Address: 852 thru 864 21st Street
Subdivision: Conn Addition
Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Application No. 2010-A/ROW-148
Related Project No.

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT
DO NOT OBJECT WITH CONDITIONS
OBJECT

X

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer:

Robert J. Bo/Jan

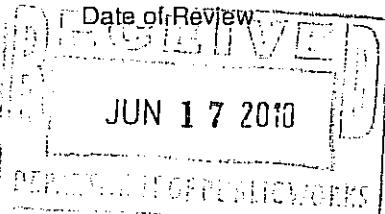
Printed Name:

Water and Sewer

Agency:

6/15/10

Date of Review:



CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To: COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police

X
X
X
X

IRC Fire District
AT&T
Comcast Cable

X
X
X

From: David R. Gay, PSM
Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner

Applicant: Investments, LLC
Property Address: 852 thru 864 21st Street
Subdivision: Conn Addition
Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Application No. 2010-A/ROW-148
Related Project No.

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Description of requested right-of-way abandonment:

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Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT

DO NOT OBJECT WITH CONDITIONS

OBJECT

X

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

[Handwritten signature of Timothy J. McCarthy]

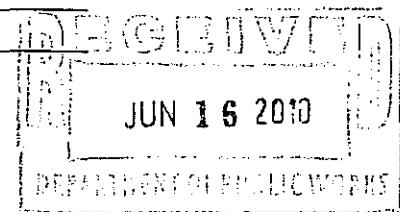
Signature of Agency Reviewer:

Printed Name:

Agency:

Date of Review

Timothy J. McCarthy
Planning & Development
6/14/10



**CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS**
(772) 978-4870
(772) 978-4879 FAX

To: COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police

X
X
X
X

IRC Fire District
AT&T
Comcast Cable

X
X
X

From: David R. Gay, PSM
Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner Investments, LLC

Applicant: Investments, LLC
Property Address: 852 thru 864 21st Street
Subdivision: Conn Addition
Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Application No. 2010-A/ROW-148
Related Project No.

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT
DO NOT OBJECT WITH CONDITIONS
OBJECT

X

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer:

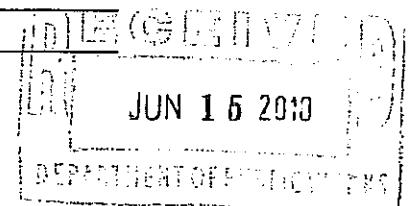
Donald A. Bapper
Donald A. Bapper
Police Dept.

Printed Name:

Agency:

Date of Review

6-15-10





Indian River County

Fire & Life Safety Bureau
1800 27th Street
Vero Beach, FL 32960
PH: 772-226-1880
FAX: 772-978-1848

6/25/2010

City of Vero Beach
1053 20th PI
VERO BEACH, FL 32963

RE: Project Name: **ABONDONMENT OF RIGHT OF WAY**
Project Description: ABANDONMENT OF RIGHT-OF-WAY - COVB APPLICATION
#2010-A/ROW-148
Project Number: 2010060015
Application Description: ABANDONMENT OF RIGHT-OF-WAY
Application Number: 65481
Tax ID#: 33-39-01-00012-0010-00000.1

To Whom it May Concern :

A review of your plans revealed the violation(s) listed below:

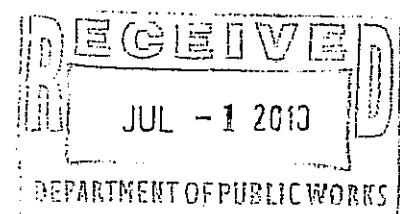
(FIRE) - FIRE DIVISION DEVELOPMENT REVIEW

1. The Fire Division has no comments at this time for this project.

If you have any questions regarding any of these matters, please do not hesitate to call me at (772) 226-1880. Thank you for your cooperation in making our community a safe place to live.

Sincerely,

Lt. Sandra Seeley
Fire Inspector/Plan Reviewer



CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX

To: COVB Electrical Engineering
 COVB Water & Sewer
 COVB Planning & Development
 COVB Police

X
X
X
X

IRC Fire District
 AT&T
 Comcast Cable

X
X
X

From: David R. Gay, PSM
 Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner

Applicant:	Investments, LLC
Property Address:	852 thru 864 21st Street
Subdivision:	Conn Addition
Parcel No.	33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Application No.	2010-A/ROW-148
Related Project No.	

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32960.

DO NOT OBJECT

✓

DO NOT OBJECT WITH CONDITIONS

OBJECT

If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

DO NOT OBJECT AS LONG AS EASEMENT IS RETAINED.

Signature of Agency Reviewer:

Charles L Adams

Printed Name:

Charles L Adams

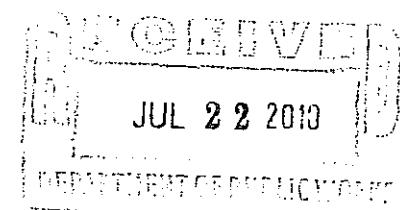
Agency:

Area Manager C&E

Date of Review

AT&T - Florida

7/22/2010



**CITY OF VERO BEACH
DEPARTMENT OF PUBLIC WORKS
(772) 978-4870
(772) 978-4879 FAX**

To: COVB Electrical Engineering
COVB Water & Sewer
COVB Planning & Development
COVB Police

X
X
X
X

IRC Fire District
AT&T
Comcast Cable

X
X
X

From: David R. Gay, PSM
Chief Surveyor

Date: June 9, 2010

RE: ABANDONMENT OF RIGHT-OF-WAY REQUEST

Applicant: MARNI, LLC; Laura B. Hancock of Ft. Pierce, Inc.; Yut Ming Lee; Buckner Investments, LLC
Property Address: 852 thru 864 21st Street
Subdivision: Conn Addition
Parcel No. 33-39-01-0001-00010-00001.0; 33-39-01-0001-00010-00003.0; 33-39-01-0001-00010-00005.0; and 33-39-01-0001-00010-00009.0
Application No. 2010-A/ROW-148
Related Project No.

The City of Vero Beach Public Works Department has received a request to abandon the right-of-way adjacent to the referenced property. A property description and sketch is attached for your information.

Description of requested right-of-way abandonment:

All of that 7.5 foot wide alley lying north of Lots 1 thru 12 of Conn Addition Subdivision. Note: A utility easement shall be maintained over, under and across all of the alley to be abandoned.

Please indicate below whether your department/agency approves or disapproves of this action so the information may be considered by the City. Please sign this form and transmit a copy via fax to (772) 978-4879. The original signed form should be returned to the City of Vero Beach Department of Public Works, 1053 20th Place, Vero Beach, FL 32980.

DO NOT OBJECT
DO NOT OBJECT WITH CONDITIONS
OBJECT



If you OBJECT to this action or DO NOT OBJECT WITH CONDITIONS, please briefly explain why:

Signature of Agency Reviewer

Printed Name: _____

Agency:

Date of Review

Donald C. Stephens
Donald C. Stephens
Comcast
6/24/10

JUN 24 2010

City of Vero Beach
Public Safety

JUN 04 2010

City of Vero Beach ~~PAID~~

Receipt No: 2073011 ~~DISPENSED NO. 8~~

Date: Jun 3, 2010 2:27:40 pm

2010-A/ROW-148

MISC REVENUE	\$	482.50-
Payment Due:	\$	482.50
CHECK Tendered:	\$	11.00
CHECK Tendered:	\$	99.00
CHECK Tendered:	\$	45.00
CHECK Tendered:	\$	5.00
CHECK Tendered:	\$	148.50
CHECK Tendered:	\$	16.50
CHECK Tendered:	\$	157.50
Change:	\$	0.00

Keep this for your records

APPLICATION FOR ABANDONMENT OF RIGHT-OF-WAY

City of Vero Beach – Public Works Department
1053 20th Place - P.O. Box 1389
Vero Beach, FL 32961-1389
(772) 978-4870 / Fax (772) 978-4879

(Applicant must furnish: Copy of Deed, Parcel Number, Property Sketch)

Date Received: 5/28/10 Application No. 2010-A/F/row-148 NO. 1

Legal Description of Property:

Car Wash + Detail Center

Owner: MAENI LLC Address: 830 Riverbank Blvd, Suite P2
Applicant: MAENI LLC Address: SAME 32963
Phone: 2012453615 Signature:  Date: 5/28/10

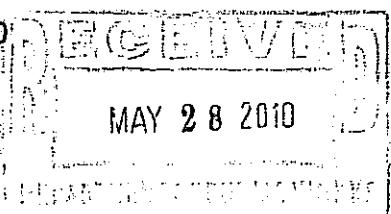
I/We hereby request abandonment of the right-of-way described as follows:

Reason(s) for Request: An enclosed ALLEY connected to my property

33-39-01-0001-00010-00001.0 852 21st

Use back of sheet for additional space, if necessary.

MAKE CHECKS PAYABLE TO:
CITY OF VERO BEACH - \$450.00
INDIAN RIVER COUNTY FIRE PREVENTION \$50.00



APPLICATION FOR ABANDONMENT OF RIGHT-OF-WAY

City of Vero Beach – Public Works Department
1053 20th Place - P.O. Box 1389
Vero Beach, FL 32961-1389
(772) 978-4870 / Fax (772) 978-4879

(Applicant must furnish: Copy of Deed, Parcel Number, Property Sketch)

Date Received: _____ Application No. 2010-A/R/W-148

Legal Description of Property:

Condo Addition, Blk 1, w/ft of Lot 3 &
all of Lot 4

Owner: Laura B. Nameal of 777 Seawall Ave Address: 854 21st (451)

Applicant: Bethyl Lewis Address: 1840 Sapona Ln V.B. FL
Phone: 321-2020 Signature: Bethyl Lewis Date: 5-27-10

I/We hereby request abandonment of the right-of-way described as follows:

a landlocked alley behind above
described property

Reason(s) for Request: alley is landlocked &
serves no benefit to city

33-37-01-0001-00010-00003.0

Use back of sheet for additional space, if necessary.

MAKE CHECKS PAYABLE TO:
CITY OF VERO BEACH - \$450.00
INDIAN RIVER COUNTY FIRE PREVENTION \$50.00

APPLICATION FOR ABANDONMENT OF RIGHT-OF-WAY

City of Vero Beach – Public Works Department

1053 20th Place - P.O. Box 1389

Vero Beach, FL 32961-1389

(772) 978-4870 / Fax (772) 978-4879

(Applicant must furnish: Copy of Deed, Parcel Number, Property Sketch)

Date Received: _____ Application No. 2010-A/ROW-0148

Legal Description of Property:

CONIN ADDITION BLK/BLDG: BLK 1 LOT/UNIT: LOTS 5,6,7,8 PB1/
OR BLK: PB1 3-5

Owner: YUT MING LEE Address: 212 INDIAN HILLS DR. FT. PIERCE FL.
34991

Applicant: YUT MING LEE Address: 212 INDIAN HILLS DR. FT. PIERCE FL. 34991

Phone: 772-468-6760 Signature: Yut Ming Lee Date: 3/5/10

I/We hereby request abandonment of the right-of-way described as follows:

7.5 Foot Landlocked Alley Behind the
Businesses located between 852 and 864 US No. 1

Reason(s) for Request: WISH TO ADD ALLEY TO OWNERSHIP.

33-39-01-0001-00010-00005-0 858 21st st.

Use back of sheet for additional space, if necessary.

MAKE CHECKS PAYABLE TO:

CITY OF VERO BEACH - \$450.00

INDIAN RIVER COUNTY FIRE PREVENTION \$50.00

APPLICATION FOR ABANDONMENT OF RIGHT-OF-WAY

City of Vero Beach – Public Works Department
1053 20th Place - P.O. Box 1389
Vero Beach, FL 32961-1389
(772) 978-4870 / Fax (772) 978-4879

(Applicant must furnish: Copy of Deed, Parcel Number, Property Sketch)

Date Received: _____ Application No. 2010-A/ROW-148

Legal Description of Property:

Lot 9, 10, 11, and 12. Report of Cognos Audit 10
According to the map of part thereof recorded in Plat Book 3
Pages (3) Pages (5) Public Records of County of Indian River State
Florida

Buckner Investments, Inc

Owner: Steven Buckner Address: 2120 58th Ave #107
Applicant: _____ Address: Vero Beach FL 32966

Phone 772-360-8323 Signature: SB Date: 5/28/10

I/We hereby request abandonment of the right-of-way described as follows:

a landlocked alley behind above
described property

Reason(s) for Request: alley is landlocked & serves
no benefit to City.

33-39-01-0001-00010-00009.0

864/21088

Use back of sheet for additional space, if necessary.

MAKE CHECKS PAYABLE TO:
CITY OF VERO BEACH - \$450.00
INDIAN RIVER COUNTY FIRE PREVENTION \$50.00

City of Vero Beach
Recreation Department

INTEROFFICE MEMO

To: Jim Gabbard, City Manager

From: Rob Slezak, Recreation Director *(R.S.)*

Date: 08/10/10

Subject: Restructured ID Card System

As discussed with the City Council at our budget meeting on Thursday, July 22, 2010, attached are the restructured rates for Leisure Square.

We would like to restructure our antiquated ala carte ID system at Leisure Square to a monthly all-inclusive membership system which would include the swimming pool (when available), weight and exercise machines and racquetball courts.

This would become effective November 1st, with the option for current members to extend and pre-pay their current ala carte memberships as far into the future as they wish. The cut-off date to extend memberships would be October 31, 2010.

This system would put us more in-line with other health clubs in the area. We have looked at these other health clubs and have seen the monthly rate charge at significantly higher rates. It is our recommendation to move forward on this project.

We have attached the 2010/2011 Recommended Restructured ID Card System Rates, the Resolution, Appendix I (2010 Leisure Square – Maximum Rates), and the previously approved 2007 Leisure Square – Maximum Rates.

2010/2011 Recommended Restructured ID Card System Rates

City resident costs

Ages 15-54 \$20 per month+ tax if they sign at least a one year agreement

Ages 15-54 \$25 per month+ tax if they do not sign at least a one year agreement and just pay on a month by month basis

In the future eventually a maximum rate of \$30 per month + tax for at least a one year agreement and a maximum rate of \$35 per month + tax if they do not sign at least a one year agreement

Ages 55 & up \$15 per month +tax if they sign at least a one year agreement

Ages 55 & up \$20 per month + tax if they do not sign at least a one year agreement and just pay on a month by month basis

In the future eventually a maximum rate of \$25 per month + tax if they sign at least a one year agreement and a maximum rate of \$30 per month + tax if they do not sign at least a one year agreement

Non City resident costs

Ages 15-54 \$25 per month + tax if they sign at least a one year agreement

Ages 15-54 \$30 per month+ tax if they do not sign at least a one year agreement and just pay on a month by month basis

In the future eventually a maximum rate of \$40 per month + tax for at least a one year agreement and a maximum rate of \$45 per month + tax if they do not sign at least a one year agreement

Ages 55&up \$20 per month + tax if they sign at least a one year agreement

Ages 55&up \$25 per month + tax if they do not sign at least a one year agreement and just pay on a month by month basis

In the future eventually a maximum rate of \$30 per month + tax for at least a one year agreement and a maximum rate of \$35 per month + tax if they do not sign at least a one year agreement

Those who wish to stick with the ala carte system will be allowed to extend their yearly ID as far as they want into the future and we will honor their extension. The cut off day for the ala carte extension will be either October 31,2010. Once an ala carte ID card has expired we will switch the holder to the monthly rates.

RESOLUTION NO. 2010 - _____

**A RESOLUTION OF THE CITY OF VERO BEACH,
FLORIDA, ADOPTING A REVISED SCHEDULE OF FEES
FOR USE OF RECREATION DEPARTMENT FACILITIES
AND FOR PARTICIPATION IN RECREATION
PROGRAMS; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Vero Beach has established a Recreation Department staffed with dedicated and exemplary employees to serve the needs of the community; and

WHEREAS, the City provides and maintains numerous outstanding programs and facilities which are supervised by the Recreation Department staff; and

WHEREAS, user fees and charges for participation in Recreation Department programs and use of Recreation Department facilities help defray the cost of providing recreational opportunities for the residents of the community and help increase the services and facilities available; and

WHEREAS, while striving to achieve its primary mission of service to the public, the Recreation Department also endeavors to establish user and participant fees that have a direct relationship to the cost of each program and operation of the various facilities and yet do not unreasonably hinder wide public participation; and

WHEREAS, the City Council has determined that revisions to the user and participant fees and charges are necessary to continue to ensure the availability of facilities and programs without an undue burden on the users or the taxpayers and for proper operation of the facilities and programs;

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

Section 1 – Amendment.

The user and participant fees and charges for the City of Vero Beach Leisure Square Recreation facilities and programs as established in Resolution No. 2007-33, Appendix I at page 8, are hereby amended and replaced with Appendix I as attached hereto and incorporated herein for the purposes expressed.

Section 2 – Effective Date.

This Resolution shall become effective on November 1, 2010.

This Resolution was read for the first time on the _____ day of _____, 2010, and was advertised in the Vero Beach Press Journal on the _____ day of _____, 2010, for a public hearing to be held on the _____ day of _____, 2010, at which time it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted on the _____ day of _____, 2010, by the following vote:

Mayor Kevin Sawnick _____

Vice Mayor Sabin C. Abell _____

Councilmember Thomas P. White _____

Councilmember Brian T. Heady _____

Councilmember Kenneth J. Daige _____

ATTEST:

CITY OF VERO BEACH, FLORIDA

Tammy K. Vock
City Clerk

Kevin Sawnick
Mayor

Approved as to form and
legal sufficiency:

Charles P. Vitunac
City Attorney

Approved as conforming to
municipal policy:

James M. Galbard
City Manager

Approved as to technical
requirements:

Rob Slezak
Rob Slezak
Recreation Director

Appendix I

2010 Leisure Square – Maximum Rates

* Taxes, security deposit and cleaning fees not included unless otherwise noted.

Monthly Membership Fees at Leisure Square (Maximum Amounts)

Includes swimming pool when available, weight and exercise machines and racquetball court.

	<u>Resident</u>	<u>Non-Resident</u>
15-54 Years Old (one year agreement)	\$30	\$35
15-54 Years Old (monthly agreement)	\$35	\$40
55 & Up (one year agreement)	\$25	\$30
55 & Up (monthly agreement)	\$30	\$35
Guest Fee (daily) Includes Pool & Racquetball	\$ 5	\$ 7
Guest Fee Family (daily)	\$ 12	\$ 16
Pool Passport – Family 1 Month	\$ 40	\$ 50
Pool Passport – Family 3 Months	\$115	\$135
Pool Passport – Family Yearly	\$375	\$475

DEPARTMENTAL CORRESPONDENCE

TO: James M. Gabbard, City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: August 6, 2010

SUBJECT: **First Reading on an Ordinance Requested by Indian River Plaza, LLC, to Amend the Official Zoning Map by Changing the Zoning Designation from B-1 to C-1 for a 16.3-Acre Property Located at 1601 U.S. Highway 1, Vero Beach, FL 32960**

Request

The Planning and Development Department requests that the attached proposed ordinance to amend the Official Zoning Map be placed on the City Council's August 17, 2010, meeting agenda for First Reading.

Agenda Contents

The staff report prepared for this agenda item is attached, along with the application submitted by Indian River Plaza, LLC. The Planning and Zoning Board recommended approval of the request to rezone the property at a public hearing held on August 5, 2010. The official minutes from the Planning and Zoning Board public hearing will be provided prior to the Council's public hearing to consider the ordinance. [The ordinance will require only one public hearing before the City Council.]

Recommendation

The staff recommends that the City Council approve the scheduling and noticing of the public hearing (September 7, 2010) for the ordinance.

TJM/tf

Attachments

DEPARTMENTAL CORRESPONDENCE

TO: Chairman Dennis J. Ryan and Planning and Zoning Board Members

THROUGH: Timothy J. McGarry, AICP *JJ*
Planning and Development Director

FROM: Cheri B. Fitzgerald, AICP *CF*
Vision Implementation Manager

DATE: July 15, 2010

SUBJECT: **Request by Indian River Plaza, LLC (Applicant) to Change the Zoning Map to Rezone ±16.343 Acres from B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District [Application # Z10-000005-MAP)**

Request

The applicant is requesting to change the zoning map and rezone approximately 16.343 acres from B-1, Planned Business Commercial District, to C-1, Highway Oriented Commercial District. The applicant is requesting the zoning map change to accommodate the property owner's desire to lease building space to tenants with uses not permitted in the existing zoning district. The subject property is located north of 15th Place, south of 16th Place, along the west side of U.S. Highway No.1 and the east side of 10th Avenue, and is graphically depicted in the attached location and zoning map (see Ordinance Exhibit A).

Description and Conditions

Applicant:	Indian River Plaza, LLC (application attached)
Location:	North of 15 th Place, south of 16 th Place, along the west side of U.S. Highway No.1 and the east side of 10 th Avenue
Acreage:	± 16.343 acres
Future Land Use Designation:	C, Commercial (up to 15 residential; up to 18 efficiencies; up to 30 hotel-motel units/acre)
Existing Zoning:	B-1, Planned Business District (0 residential; 0 efficiencies; 0 hotel-motel units/acre)

Existing Land Uses:	Three Commercial Buildings (Big K-Mart – retail; Goodwill Store/Donation Center; miscellaneous retail/restaurant stores; vacant building - formerly Denny's Restaurant)
Adjacent Land:	<p><u>North</u> – Arby's Restaurant, miscellaneous businesses and offices and mixed residential uses; zoned B-1, Planned Business and C-1, Highway Oriented Commercial</p> <p><u>West</u> – (Across 10th Avenue) veterinary clinic and miscellaneous commercial/industrial uses; zoned M, Industrial</p> <p><u>South</u> – (Across 15th Place) Majestic Theatre, miscellaneous retail stores, Checkers Drive-Thru Restaurant; zoned CG, General Commercial – Indian River County – Unincorporated County</p> <p><u>East</u> - (Across US #1) car sales, car wash, Exxon gas station; zoned CG, General Commercial – Indian River County – Unincorporated County</p>

Future Land Use Pattern

The subject property and the properties to the north are designated C, Commercial District on the City's future land use map. The C, Commercial future land use category allows a mixture of highway-oriented commercial uses, such as retail trade, professional offices, business and personal services, and others. Land to the west of the subject property is designated I, Industrial District, on the City's future land use map. This land use category will allow a mixture of highway-oriented commercial uses and light industrial uses. The land to the south and east is designated C/I, Commercial/Industrial on the County's future land use map and allows similar commercial/industrial uses.

Existing Land Use Pattern

The subject property contains 16.343 acres more or less. The current zoning of the subject property is B-1, Planned Business. The property is developed and currently contains three commercial buildings (Big K-Mart, Goodwill Store/Donation Center, miscellaneous retail/restaurant stores, and a vacant building formerly Denny's Restaurant).

As shown on the attached location and zoning map, the abutting properties to the north of the subject property are zoned B-1, Planned Business and C-1, Highway Oriented Commercial, and contain a mixture of business and professional office uses, a restaurant (Arby's) and other uses. To the west, the subject property abuts 10th Avenue. Across 10th Avenue are various commercial offices, veterinary services, retail, wholesale trades

and services, and others and is zoned M, Industrial. To the south, the subject property abuts 15th Place. Across 15th Place the properties are in the unincorporated county and are developed with various commercial uses, including the Majestic Theatre, Checkers restaurant and others, and is zoned CG, Commercial General. To the east, the subject property abuts US Highway No. 1. Across US Highway No. 1 the properties are also located in the incorporated county and zoned CG and are developed with various commercial uses.

Environment

The Comprehensive Plan does not designate the subject property as environmentally significant or sensitive.

Utilities and Services

The property is within the Urban Service Area of the City. The property is located in the City's current water and sewer service area and capacity is available in the system to provide necessary services. The property is located within the City's electric service area.

Transportation System

The subject property's east boundary abuts and has frontage on US Highway No. 1, which is classified as an urban principal arterial on the future roadway classification plan map, and is a state road. The west boundary of the subject property abuts 10th Avenue and the south boundary abuts 15th Place, both local streets.

Zoning District Permitted Uses

The existing B-1, Planned Business and the proposed C-1, Highway Oriented Commercial zoning district permitted uses are identified below.

Permitted uses in the existing B-1, Planned Business zoning district include: administrative services, business and professional offices, cultural and civic activities, financial institutions, fire stations, general retail sales and services, medical services, parking lots and garages, public and private utilities, restaurants, restricted sales and services.

Permitted uses in the proposed C-1, Highway Oriented Commercial zoning district include: administrative services, business and professional offices, commercial amusements, financial institutions, fire stations, funeral homes, general retail sales and services, guest house and transient quarters, hotels and motels, medical services, nonprofit clubs, parking lots and garages, places of worship, plant nurseries, restaurants, restricted sales and services, self-service storage facilities, trade service and repair, vehicular sales and services, veterinary services, and wholesale trades and services.

Review and Analysis

This section provides a review of the proposed zoning map change based on the consistency with the comprehensive plan and zoning district standards and criteria.

Consistency with the Comprehensive Plan Goals, Objectives and Policies

The proposed zoning map change was evaluated for consistency with applicable comprehensive plan goals, policies and objectives. Specifically, Policy 1.10 of the Land Use Element states that the Commercial (C) Land Use Designation “shall be applied to those areas that are suitable for urban scale development and intensities. Those areas shall be limited to lands that are located near existing urban centers, near the center of several neighborhoods, areas in transition from residential uses to offices, at high access points such as the intersection of arterial streets, located adjacent to arterial or collector streets.” This land use category allows a mixture of highway-oriented commercial uses, such as retail trade, professional offices, business and personal services, and others.

The proposed rezoning request is found to be consistent with Policy 1.10 due to the following conditions. The subject property is located:

- adjacent to the US Highway No. 1 commercial corridor;
- near two high access points, such as the intersection of 17th Street and US Highway No. 1, both urban arterial roadways; and
- adjacent to US Highway No. 1, an urban principal arterial street.

In addition to the above conditions the rezoning request is found to be consistent with Policy 1.10 since the future land use designation of the subject property is Commercial (C) which allows a mixture of highway-oriented commercial uses, such uses are permitted in the proposed C-1, Highway Oriented Commercial zoning district.

Consistency with the Land Use Map & Compatibility with the Surrounding Area

The proposed zoning map change to C-1, Highway Oriented Commercial is consistent with the land use map and corresponding future land use map designation (C, Commercial), as established in Policy 1.15 of the Land Use Element.

The subject property is surrounded on all sides by various types of commercial and or industrial zoning. The property directly adjacent and north of the subject property, fronting US Highway No. 1, is also zoned C-1, Highway Oriented Commercial. The land use in the area is also designated C, Commercial and I, Industrial. Based on these conditions, the proposed zoning map change is found to be consistent and compatible with its surrounding area.

Impacts on Available Public Facilities

Since a request to change the zoning map is not part of development review or a site plan, the impacts on available public facilities can only be considered in general terms. Specific impacts on public facilities and concurrency are addressed as part of the City's development review process. In general terms, the following information is provided:

- The Capital Improvements Element of the Comprehensive Plan states there is available capacity to support future demand on public facilities and services such as sewer, water, solid waste, stormwater, recreation and roads.
- The demand on public school facilities is measured by the number of residential uses allowed, since this proposed zoning map change does not permit residential uses, the impact on public school facilities is not applicable.
- Some of the same commercial/medical uses are permitted in both the existing and proposed zoning districts and, therefore, the impact on public facilities should be similar.

Consistency with Zoning District Standards and Criteria

The commercial zoning districts purpose states these districts are designed to provide adequate space in appropriate and highly accessible locations suitable for accommodating various levels of commercial development. As stated in the above discussion, the subject property is located in a highly accessible location and is consistent with zoning district standards and criteria.

Comparison of Existing and Proposed Zoning District Uses and Densities

The proposed zoning map change to C-1, Highway Oriented Commercial will allow additional permitted uses on the subject property. The additional permitted uses are: commercial amusements, funeral homes, guest house and transient quarters, hotels and motels, nonprofit clubs, plant nurseries, self-service storage facilities, trade service and repair, vehicular sales and services, veterinary services, and wholesale trades and services.

In some cases, the additional permitted uses are considered to be more intense and may have greater impacts on the surrounding area, such as commercial amusements, vehicular sales and services, and others. However, as stated above the highway oriented commercial uses support the subject location and are compatible with the surrounding uses.

Both zoning districts do not permit residential uses, therefore, there is no change in residential density between the existing and proposed zoning district. However, the change in zoning will allow for a potential increase in non-residential density, since the

proposed zoning district, C-1, allows efficiency and hotel-motel units at a maximum of 18 and 30 units/acre, respectively.

Consistency with City's Charter and Zoning Limitations

Article V., General Provisions, Section 5.06, of the City's Charter states the density levels existing in the Zoning Ordinance of the City of Vero Beach, Florida, on August 15, 1989, shall not be increased by action of the City Council unless approved first by voter referendum. It is the City Attorney's opinion that this section of the Charter applies only to instances where the actual 'Zoning Ordinance' itself is being considered for amendment to allow for an increase in density and not amendments to the Official Zoning Map that rezone individual properties or parcels of land. In other words, requests to increase densities from one zoning district to the other does not require approval by voter referendum; however, requests to increase allowable density levels within individual zoning districts or to create a new zoning district with higher densities would first require a voter referendum. Therefore, based on the City Attorney's opinion, the proposed rezoning of the subject property is found to be consistent with the provisions in the City's Charter.

Notice of Conditional Concurrency (see statement on next page)

Staff Recommendation

Staff recommends that the Planning and Zoning Board recommend that the City Council approve the attached ordinance that requests to change the zoning map of the subject property from B-1, Planned Business to C-1, Highway Oriented Commercial.

CBF/tf

Attachments

NOTICE OF CONDITIONAL CONCURRENCY

Pursuant to the City's Comprehensive Plan and Land Development Regulations and Chapter 910 of the Indian River County Code, the City staff has performed a preliminary review of the proposed Zoning Map change for conditional concurrency with the City's road, storm drainage, potable water and sanitary sewer, recreation, and solid waste facilities. The staff has determined that adequate capacity exists at the present time to serve development associated with the proposed changes.

This conditional concurrency does not vest nor waive the requirements for obtaining a formal determination of final concurrency prior to site plan and building permit approval. Although not an element of the State-required concurrency process, any off-site improvements required for providing electrical service to the site will be also be determined by the City's Electric Utilities Department during the site plan and building permit approval process. If any required offsite improvements to serve the proposed development, such as, but not limited to electrical lines, water mains, sewer mains, storm water mains, lift stations, traffic turn lanes, and traffic signalization, are required to meet concurrency, then these improvements will be borne by the developer at no cost to the City and will be in accordance with City, Indian River County, Florida Department of Transportation, and state regulatory agencies specifications and standards, as appropriate.

ZONING MAP CHANGE 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 6/9/10

Application # Z10-000005 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 Indian River Plaza, LLC Telephone 954-224-4655
c/o Michael Rechter Fax #: 954-727-0145

MAILING ADDRESS 241 East Prospect Road, Ft. Lauderdale, FL 33314

SITE OWNER Same as applicant Telephone _____
Fax #: _____

OWNER ADDRESS Same as applicant

SITE LOCATION 1601 US Highway 1, Vero Beach, FL 32960

PARCEL I.D. NUMBER 33-39-01-00063-0000-00001.0

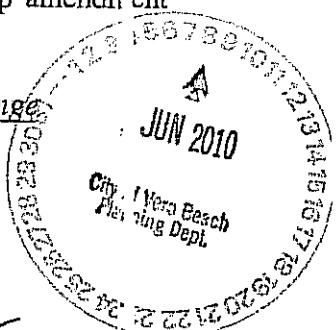
PROPOSED ZONING CHANGE: FROM B-1 TO C-1

(If this amendment requires a comprehensive plan change, a future land use map amendment application must accompany this request.)

Application Fee*

Large Scale (More than 10 acres)	\$3,370	\$4,100
Small Scale (Less than 10 acres)	\$2,600	\$3,000

with Future Land Use Change



* See attached fee schedule for additional advertising and administrative costs.

Applicant Signature

6/1/10
Date

Property Owner Signature

6/1/10
Date

Michael Rechter

(Print Name)

Michael Rechter

(Print Name)

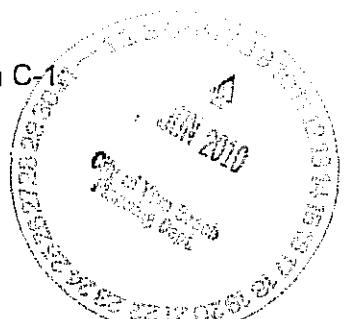
Indian River Plaza, LLC
Zoning Map Change – Justification Statement

1. The zoning map change to C-1 "Highway Oriented Commercial" District is needed to accommodate the property owner's desire to lease building space to tenants with uses not permitted in the existing B-1 "Planned Business" District but permitted in the C-1 District, including:
 - Commercial Amusements
 - Funeral Homes
 - Guesthouse / Transient Quarters
 - Hotels / Motels
 - Non-Profit Clubs
 - Plant Nurseries
 - Self Storage
 - Trade Service and Repair
 - Vehicular Sales / Services
 - Veterinary Services
 - Wholesale Trades and Services

The Subject site lies within the COVB commercial FLU designation and is adjacent to COVB commercial and industrial FLU designations on two sides, and IRC commercial / industrial FLU designations on two sides. There is no residentially zoned property adjacent to the site. There is no basis for the existing B-1 zoning designation for the following reasons:

- A. Adjacent zoning districts generally are similar to and compatible with C-1:
 - The adjacent COVB zoning designations are:
 - o West: Industrial (M)
 - o North: B-1 and C-1
 - The adjacent IRC zoning designations are:
 - o East: CG (Comparable to City's C-1)
 - o South: CG (Comparable to City's C-1)
- B. Adjacent and nearby land use patterns along US 1 are generally consistent with those uses permitted in the C-1 District, including existing vehicular car sales / services, car washes, retail businesses, trade services / repair, restaurants, wholesale suppliers, veterinary services, and other uses. Changing the zoning designation on this site will permit the owner to lease to the same type of businesses permitted on adjacent properties, and nearby properties along US 1.
2. The amendment to the zoning map is compatible with the goals, objectives, and policies of the land use element and other elements of the comprehensive plan. See the attached document titled "Zoning Change Compatibility with Land Use Elements of the Comprehensive Plan."
3. The proposed amendment is compatible with existing zoning map designations within the immediate vicinity of the site.

- A. Adjacent zoning districts generally are similar to and compatible with C-1:
 - The adjacent COVB zoning designations are:
 - o West: Industrial (M)
 - o North: B-1 and C-1



- The adjacent IRC zoning designations are:
 - o East: CG (Comparable to City's C-1)
 - o South: CG (Comparable to City's C-1)
- B. Adjacent and nearby land use patterns along US 1 are generally consistent with those uses permitted in the C-1 District, including existing vehicular car sales / services, car washes, retail businesses, trade services / repair, restaurants, wholesale suppliers, veterinary services, and other uses. Changing the zoning designation on this site will permit the owner to lease to the same type of businesses permitted on adjacent properties, and nearby properties along US 1.of businesses permitted on adjacent properties, and nearby properties along US 1.

The closest residential neighborhoods are over 500 feet east of the site and buffered / divided / separated by US 1. The new uses permitted by the zoning change will provide more opportunities for the nearby residents, including more employment opportunities, as well as additional and varied retail and commercial consumer options. Therefore, considering the distance, the US 1 divide, and opportunities provided, the change will not lead to undesirable changes to nearby established residential neighborhoods.

4. School Impact Analysis: The proposed zoning change is not increasing residential density - therefore a school impact analysis is not applicable.
5. The subject site is located in an area deemed suitable for urban scale development and all necessary facilities are in place. A detailed analysis of the availability of and demand on each facility, including sanitary sewer, potable water, solid waste, stormwater drainage, and transportation is not necessary for this proposed zoning map change from Planned Business (B-1) to Highway Oriented Commercial (C-1). The most intense uses permitted within the proposed C-1 District are likewise permitted within the existing B-1 District. Examples:

- Traffic: Retail, Restaurants
- Utilities (Water/Sewer): Restaurants, Medical Services
- Solid Waste: Restaurants, Retail

Based on the similar uses permitted within both districts, the demand for facilities does not increase with the zoning change and therefore, additional facilities and/or capacity is not necessary for this change.

Zoning Change Compatibility with Land Use Element of Comprehensive Plan Analysis

1.4 GOALS, OBJECTIVES AND POLICIES

1.4.0 Goal: To continue to accommodate a distribution of land uses which will perpetuate the type of growth and land development in Vero Beach which is responsive to the social and economic needs of the community, protects natural resources and environmental assets, is consistent with the support capabilities of natural and manmade systems, and maintains the desired quality of life, individual identity and character of the community. This desired quality of life is reflected in the low rise and low density development currently existing in the City of Vero Beach.

The requested Zoning Map change is compatible with the goal of the Land Use Element of the Comprehensive Plan through compatibility or non-applicability with the following objectives and policies.

1.4.0.0 Land Uses

Objective 1:

The City shall regulate future development and redevelopment to maintain character of the community and protect the natural resources by providing for the compatible distribution of land uses consistent with the designations shown on the Future Land Use Map.

The subject site is part of an existing commercial node within the City's and IRC's US 1 Corridor, at the southern limit of the City, and lies within the City's Commercial FLU Designation. The subject site is located within this commercial node, surrounded on three sides by commercial land use designated property, and one side by industrial land use designated property. Based on its location within the commercial land use, this site is suitable for urban scale development and intensities. Additionally, the subject site is located near existing urban centers and neighborhoods, at high access points and is adjacent to arterial and/or collector streets. Consistent with the existing Commercial FLU Designation, the requested zoning map change allows for greater flexibility to accommodate additional commercial uses on the site that are also permitted on adjacent and nearby properties, thus promoting long term sustainability.

1.4.0.1 Growth Management/Urban Sprawl

Objective 2:

The City shall regulate and guide future development and redevelopment in an orderly and efficient manner and urban sprawl shall be discouraged by the provision of

services necessary for development of unserved parcels within the designated urban service area.

The requested Zoning Map changes are compatible with the objective to control urban sprawl since the subject site is within the City's main commercial node and complies with the following policies:

2.1 Water distribution and sewage collection systems are in place and serving the present site uses.

2.2 Not applicable. There is no annexation proposed.

2.3 The present Zoning (B-1) restricts certain commercial development and commercial uses. The change to C-1 will permit additional commercial uses, and therefore, provide additional employment and consumer opportunities within the developed urban area of the City.

2.4 The requested Zoning Map change would not restrict the City from implementing re-development programs and incentives.

1.4.0.2 Land Development Regulations

Objective 3:

The City shall establish and maintain land use/development regulations that will reduce and prevent land uses that are inconsistent with community character and incompatible with adjacent development.

The requested Zoning Map change is compatible with the objective to prevent land uses that are inconsistent with community character and incompatible with adjacent development through compliance with the following policies;

3.1 Additional residential neighborhood encroachment would not occur. The site does not contain any existing residential uses and is not zoned residential, and there are no residential zoning districts abutting the subject site.

3.2 The requested zoning map change would make all properties within an existing commercial central core area of the city compatible and similar and would permit consistent commercial uses along the US 1 highway corridor, an existing arterial roadway.

3.3 Not applicable.

3.4 Not applicable.

3.5 Not applicable.

3.6 *Not applicable.*

3.7 *Not applicable.*

3.8 *Not applicable.*

3.9 *Not applicable.*

1.4.0.3 Disaster Contingency Planning

Objective 4:

The City shall continue its established and ongoing programs for emergency preparedness, emergency evacuation, disaster relief and coastal construction practices and shall enhance those programs through periodic reviews.

The requested Zoning Map change is compatible with the City's objective for Disaster Contingency Planning by not conflicting with any of the policies of this objective. Policies 4.1-4.5 are not applicable to this request.

1.4.0.4 Adequate Public Facilities

Objective 5:

The City shall not permit land development and/or redevelopment which cannot be supported by public facilities at adopted levels of service or which could adversely impact the minimum levels of service in other areas of the City.

The requested Zoning Map change is compatible with the City's objective for Adequate Public Facilities by being consistent with the following policies;

5.1 *The subject site and adjacent rights-of-way have not been identified in the Comprehensive Plan for acquisition by the City.*

5.2 *Not applicable.*

5.3 *The potential demand on the City facilities will not be affected by this request. The additional uses permitted within the proposed C-1 District do not create additional demand than that permitted within the existing B-1 District. The City will apply this policy during any future site development review and any identified mitigation will be addressed on the basis of the proposed, specific, use.*

5.4 *The subject site is located in an area deemed suitable for urban scale development and all necessary facilities are in place.*

Sanitary Sewer, Potable Water, Solid Waste, Stormwater, Transportation:

The subject site is located in an area deemed suitable for urban scale development and all necessary facilities are in place. A detailed analysis of the availability of and demand on each facility, including sanitary sewer, potable water, solid waste, stormwater drainage, and transportation is not necessary for this proposed zoning map change from Planned Business (B-1) to Highway Oriented Commercial (C-1). The most intense uses permitted within the proposed C-1 District are likewise permitted within the existing B-1 District. Examples:

- *Traffic: Retail, Restaurants*
- *Utilities (Water/Sewer): Restaurants, Medical Services*
- *Solid Waste: Restaurants, Retail*

Based on the similar uses permitted within both districts, the demand for facilities does not increase with the zoning change and therefore, additional facilities and/or capacity is not necessary for this change.

Recreation:

The impact on recreation facilities are a result of residential development, therefore this concurrency requirement is not applicable to the requested zoning map change.

5.5 The subject site is fully developed, and the proposed use changes permitted in the C-1 District will not increase demand on public facilities or services. In the event that a major addition or change is proposed to the site, the City will apply this policy during site development review.

1.4.0.5 Resource Conservation and Management

Objective 6:

The City shall act to protect and preserve environmentally sensitive areas and resources in the community and promote responsible site development through new land development regulations and standards.

This objective is not applicable to the requested Zoning Map change. The subject site is already developed and no environmentally sensitive areas or community resources exist on the site.

1.4.0.6 Redevelopment

Objective 7:

The City shall facilitate urban infill and redevelopment regulations and implement a long range strategy for revitalizing its Downtown commercial core and older residential areas.

The requested Zoning Map change is compatible with the City's Redevelopment Objective. The purpose of this request is to establish the zoning on the subject

site that allows for market identified and needed commercial uses. Although the policies of this objective are specific to the downtown MX land use district, the US 1 corridor is increasingly being targeted for redevelopment.

1.4.0.7 Historic and Archeological Resources

Objective 8:

The City shall protect, preserve or where appropriate promote adaptive re-use of the historic and/or archeological resources in the City.

The requested Zoning Map change is compatible with the City's Historical and Archeological Resources objective since the subject site is fully developed and has no historic or archeological resources to protect.

1.4.0.8 School Siting Policies

Objective 9:

Future needs for public schools sites will be accommodated on land that is proximate to urban residential areas.

This objective is not applicable to the requested Zoning Map change. The subject site is fully developed and therefore not suitable for school site development.

1.4.0.9 Co-Location of Schools

Objective 10:

The co-location of schools with other public facilities including parks, libraries and community centers shall be encouraged.

This objective is not applicable to the requested Zoning Map change. The subject site is fully developed and therefore not suitable for public facility campus site development.

ORDINANCE NO. 2010 - _____

AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA, REQUESTED BY INDIAN RIVER PLAZA, LLC, TO AMEND THE OFFICIAL ZONING MAP BY CHANGING THE ZONING DESIGNATION FROM B-1, PLANNED BUSINESS COMMERCIAL DISTRICT TO C-1, HIGHWAY ORIENTED COMMERCIAL DISTRICT FOR THE PROPERTY LOCATED GENERALLY SOUTH OF THE SOUTHWEST CORNER OF THE INTERSECTION OF US HIGHWAY NO. 1 AND 16th PLACE, IN THE CITY OF VERO BEACH, INCLUDING ALL OF TRACTS I AND II OF INDIAN RIVER PLAZA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 10, PAGE 73, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, CONTAINING 16.343 ACRES, MORE OR LESS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Indian River Plaza, LLC submitted an application for an amendment to the official zoning map of the City of Vero Beach, pursuant to Chapter 65, Article III, of the City's Land Development Regulations, requesting a change in the official zoning map from B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District for property comprising 16.343 acres, more or less, located generally south of the southwest corner of the intersection of US Highway No.1 and 16th Place in the City of Vero Beach; and

WHEREAS, the Planning and Zoning Board held an advertised public hearing on the zoning map amendment on August 5, 2010, and made a recommendation to the Vero Beach City Council; and

WHEREAS, the Vero Beach City Council finds the proposed amendment to the official zoning map to be consistent with the Future Land Use Map and 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. Amendment to the Official Zoning Map

The City's Official Zoning Map, for the property that is located generally south of the southwest corner of the intersection of US Highway No. 1 and 16th Place, in the City of Vero Beach, comprising 16.343 acres more or less, including all of Tracts I and II of Indian River Plaza, as shown on the Plat thereof as recorded in Plat Book 10, Page 73, of the Public Records of Indian River County, Florida, is hereby changed from to B-1, Planned Business Commercial District to C-1, Highway Oriented Commercial District, as graphically depicted in the attached Exhibit "A."

[SEE Exhibit "A"]

Map of Location and Zoning of Subject Property

Section 2. Effective Date

This ordinance shall become effective on the _____ day of _____, 2010 after adoption.

This Ordinance was read for the first time on the _____ day of _____, 2010, and was advertised in the Press Journal on the _____ day of _____, 2010, as being scheduled for a public hearing to be held on the _____ day of _____, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember _____, seconded by Councilmember _____, and adopted by the following vote:

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]

Page 3 of 4
Plus Exhibit(s) incorporated by reference

Mayor Kevin Sawnick	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Vice Mayor Sabin C. Abell, Jr.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Thomas P. White	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Brian Heady	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Councilmember Kenneth J. Daige	<input type="checkbox"/> Yes	<input type="checkbox"/> No

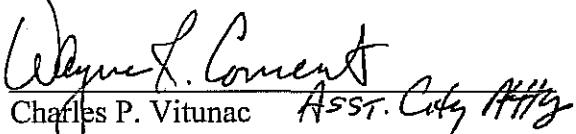
ATTEST:

**CITY OF VERO BEACH,
FLORIDA**

Tammy K. Vock
City Clerk

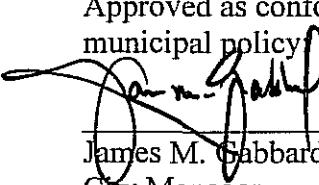
Kevin Sawnick
Mayor

Approved as to form and legal sufficiency:


Charles P. Vitunac

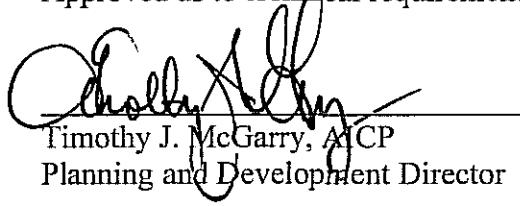
City Attorney

Approved as conforming to
municipal policy:


James M. Gabbard

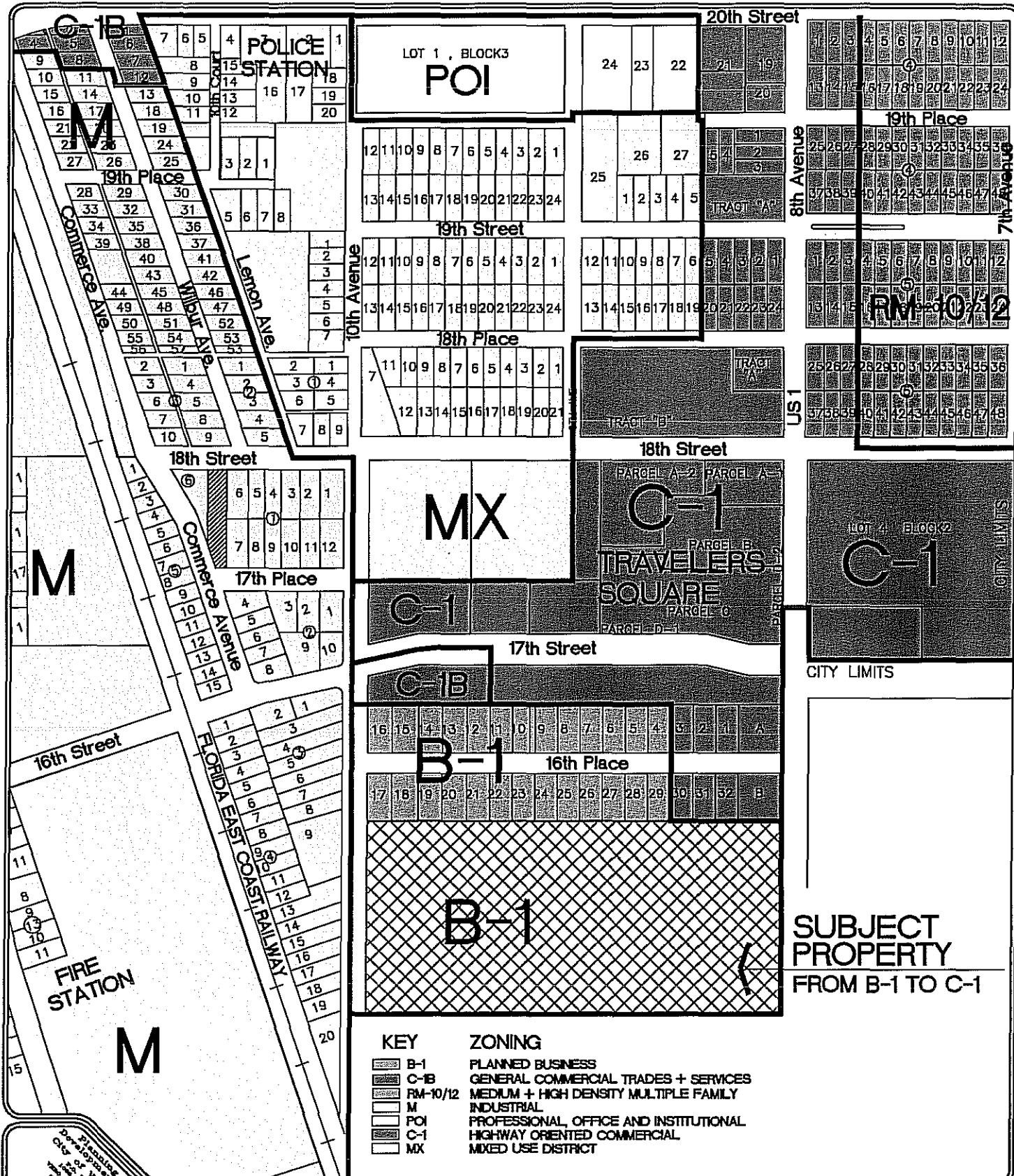
City Manager

Approved as to technical requirements:


Timothy J. McGarry, AICP

Planning and Development Director

Page 4 of 4
Plus Exhibit(s) incorporated by reference



KEY ZONING

ZONING

- B-1** PLANNED BUSINESS
C-1B GENERAL COMMERCIAL TRADES + SERVICES
RM-10/12 MEDIUM + HIGH DENSITY MULTIPLE FAMILY
M INDUSTRIAL
POI PROFESSIONAL, OFFICE AND INSTITUTIONAL
C-1 HIGHWAY ORIENTED COMMERCIAL
MX MIXED USE DISTRICT

REZONING #Z10-000005-MAP - LOCATION AND ZONING MAP

APPROVED BY THE CITY COUNCIL ON _____

DATE 7-14-2010
SCALE -NTS
EXHIBIT "A"

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

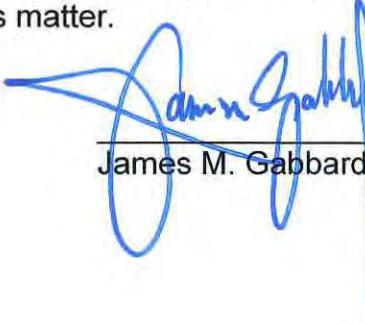
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: August 11, 2010

**SUBJECT: DISCUSSION AND COMMENTS REGARDING MORATORIUM
ON OPENING OF PAIN MANAGEMENT CLINIC**

Attached please find a memorandum from Tim McGarry, dated August 11, 2010, which provides an overview on the Pain Clinic Moratorium Ordinance and requests discussion and comment regarding its impact on the establishment of new medical clinics in Vero Beach. Additionally, Dr. Majid R. Khalaf would like to address the Council regarding this matter.



James M. Gabbard

:jav
Attachments

xc: Tim McGarry

N:\AGENDA\PLANNING\2010\PAIN CLINIC MORATORIUM ORDINANCE.DOC

DEPARTMENTAL CORRESPONDENCE

TO: James M. Gabbard, City Manager

FROM: Timothy J. McGarry, AICP
Director of Planning and Development

DATE: August 11, 2010

SUBJECT: **Discussion and Comments on Pain Clinic Moratorium Ordinance**

Request

The Planning and Development Department staff requests that the moratorium ordinance on new pain clinics (attached) be placed on the City Council's August 17, 2010, agenda under City Manager Matters for discussion and comment regarding its impact on the establishment of new medical clinics in Vero Beach. Specifically, Dr. Majid R. Khalaf would like to address City Council to discuss the adverse effects of the moratorium ordinance on the establishment of his proposed new medical clinic in Vero Beach.

Overview

Although the intent of City's action in enacting the ordinance was to prevent the establishment of so-called "pill mills," the ordinance has also had an unintentionally adverse impact on the opening of legitimate, law abiding pain management clinics. This unintentional impact was brought to the staff's attention in Dr. Majid R. Khalaf's case.

Dr. Khalaf had submitted a site plan application to convert and renovate an existing single family structure located at the intersection of SR 60 and 32nd Avenue in August, 2009 for a new pain management clinic. The doctor's company, Pain Management Institute of Florida, PA, owns and operates two other pain management clinics in Fort Pierce and Sebastian. As Dr. Khalaf states in the attached letter to the City, he intends to move his practice from his Sebastian office to Vero Beach.

Although the site plan application for the clinic was reviewed by the Architectural Review Commission, it required further revisions based on review by City staff. Unfortunately, the applicant's contractor failed to respond to staff review comments and, as required by Code, the site plan application was considered abandoned.

When the applicant tried to resubmit a revised site plan application, the applicant was informed that the application could not be accepted due to the enactment of the moratorium on new "pain clinics." As required by Section 3 of the moratorium ordinance, Dr. Khalaf then provided the attached letter and affidavit regarding whether or not the services to be provided make the

proposed clinic a “pain clinic” or “pain management clinic” as defined in the moratorium ordinance.

Although no medications are dispensed at his clinics and the doctor is not primarily engaged in the treatment of pain by prescribing or dispensing of controlled substances, the doctor uses “pain management” in his advertising and name of his clinic. Therefore, he is required by Section 458.309, Florida Statutes, to register his clinics with the Florida Department of Health as pain management clinics, which automatically makes his clinic subject to the moratorium.

The City Police Department, at the direction of the City Manager, ran a preliminary investigation (attached) of the Pain Management Institute of Florida. Based on this investigation, the staff has no reason to contradict the statements made by the doctor in his letter and affidavit.

Unless the moratorium ordinance is amended, Dr. Khalaf will be unable to move forward with the plans for his new clinic at this time during the term of the ordinance.

It should be noted that the City Planning and Development Department staff has been discussing with the Indian River County Growth Management staff about coordinating efforts of the City and County to prepare permanent County-wide land development regulations for governing pain management clinics. This effort will not provide Dr. Khalaf with any immediate relief as it will take several months.

TJM/tf
Attachments

ORDINANCE NO. 2010-18

**AN ORDINANCE OF THE CITY OF VERO BEACH, FLORIDA,
INSTITUTING A ONE HUNDRED EIGHTY (180) DAY MORATORIUM
ON THE ISSUANCE OF DEVELOPMENT ORDERS TO ESTABLISH
“PAIN CLINICS” OR “PAIN MANAGEMENT CLINICS” WITHIN THE
CITY OF VERO BEACH TO ALLOW TIME FOR THE CITY STAFF TO
FURTHER REVIEW REGULATORY OPTIONS AND FORMULATE
AND ADOPT REGULATIONS FOR THESE CLINICS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, pursuant to Article VII, Section 2 of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Vero Beach is authorized and required to protect the public health, safety and welfare of its citizens and has the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, the public health, safety and welfare is a legitimate public purpose of the City of Vero Beach; and

WHEREAS, on November 19, 2009, the Broward County Grand Jury issued an interim report entitled “The Proliferation of Pain Clinics in South Florida” after an investigation and review of the “Pill Mill” proliferation in South Florida and the effect on Broward County as a major source of Oxycodone, a controlled substance; and

WHEREAS, the Grand Jury found that the number of pain clinics increased from 4 to 176 in two years in South Florida and that 9 million dose units of Oxycodone was dispensed every 6 months; and

WHEREAS, the Grand Jury recommended that the state prescription drug monitoring program be swiftly implemented and adequately funded, as of the time of the Grand Jury report the program had not been funded by the State; and

WHEREAS, the Grand Jury found that in the State of Florida in 2006 there were 2,780 lethal dose reports of prescription drugs, in 2007 there were 3,317 lethal dose reports of prescription drugs, in 2008 there were 3,750 lethal dose reports of prescription drugs and in 2008 an additional 6,286 reports of non-lethal prescription drugs detected in deceased persons that may have been found in combination with other substances to be lethal; and

WHEREAS, the Grand Jury found that burglaries and robberies in the areas where pain clinics are located have increased; drug trafficking in prescription drugs and street level sales of prescription drugs have increased; and identity theft and organized criminal activities have increased; and

WHEREAS, cities in Broward and Palm Beach Counties have seen an increase of “pain clinics” and “pain management clinics”; and

WHEREAS, the City Council has been made aware that local governments in Broward, Martin and Palm counties have recently enacted moratoria pertaining to pain management clinics in their jurisdictions; and

WHEREAS, the City of Vero Beach could become a target for the location of pain management clinics in Indian River County as it becomes more difficult to establish such clinics in South Florida communities; and

WHEREAS, the City of Vero Beach believes that by establishing a moratorium for 180 days on the issuance of development orders for “pain clinics” and “pain management clinics”, the City staff will have the opportunity to research various regulatory options and prepare appropriate regulations for adoption by the City Council that protect the health, safety, and welfare of its citizens; and

WHEREAS, the City Council deems it is appropriate and in the best interest of the City of Vero Beach to enact an ordinance enacting a moratorium on issuance of development orders for “pain clinics” and “pain management clinics;”

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

Section 1. The foregoing “Whereas” clauses are hereby ratified and confirmed as being true and correct and hereby made part of this Ordinance.

Section 2. For the purposes of this Ordinance, the following definitions are used:

- a. “Controlled substance” means substances identified in Schedules II, III, and IV in Sections 893.03, 893.05 or 893.0355, Florida Statutes.
- b. “Development order” means a building permit, code compliance certification, or minor or major site plan approval including amendments to site plans.
- c. “Pain clinic” or “pain management clinic” means a privately owned pain-management clinic, facility, or office, which advertises in any medium for any type of pain-management services, or employs a physician who is a physician who is primarily engaged in the treatment of pain by prescribing or dispensing controlled substances, and is required to register with the Florida Department of Health pursuant to Sec. 458.309 or Section 459.005, Florida Statutes (2009).

Section 3. A moratorium on the issuance of ~~a~~development orders for the operation of pain clinics and pain management clinics, as defined herein, is hereby established for a period of one hundred and eighty (180) days from the effective date of this ordinance to provide time for the City staff to research the nature and scope of possible measures of mitigation and regulation of pain clinics and pain management clinics and to formulate regulations for adoption by the City Council.

Section 4. Any application for a development order pertaining to the establishment of a medical office or clinic or medical services as defined under the City’s Land Development Regulations, Part III of the City Code, shall be required to provide a written affidavit that such a service, office or clinic is not or will not be a “pain clinic” or “pain management clinic” as defined by this Ordinance. No application shall be accepted, processed, or approved without such a written affidavit.

Section 5. This moratorium shall not affect any medical service, medical clinic or office currently operating within the City of Vero Beach pursuant to a valid development order as long as the business and property are in compliance with all applicable, local, county, state and federal laws.

Section 6. If any provision of this ordinance 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 separate, distinct, and independent provisions enforceable to the fullest extent possible.

Section 7. This Ordinance shall take effect immediately upon adoption by the City Council and shall expire one hundred eighty (180) days from its effective date or upon its earlier repeal.

This Ordinance was read for the first time on the 20th day of April, 2010, and was advertised in the Indian River Press Journal on the 4th day of May, 2010, as being scheduled for a public hearing to be held on the 20th day of May, 2010, and was also advertised in the Indian Press Journal on the 18th day of May, 2010, as being scheduled for a second public hearing to be held on the 1st day of June, 2010, at the conclusion of which hearing it was moved for adoption by Councilmember Sawnick, seconded by Councilmember Daige, and adopted by the following vote:

Mayor Kevin Sawnick

Yes No

Vice Mayor Sabin C. Abell

Yes No *absent*

Councilmember Thomas P. White

Yes No *absent*

Councilmember Brian Heady

Yes No

Councilmember Kenneth J. Daige

Yes No

ATTEST:

Tammy K. Vock

Tammy K. Vock
City Clerk

CITY OF VERO BEACH, FLORIDA

Kevin Sawnick

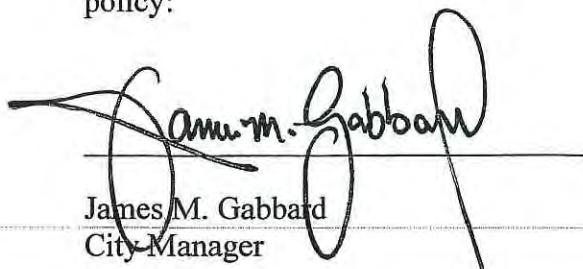
Kevin Sawnick
Mayor

Approved as to form and legal sufficiency:



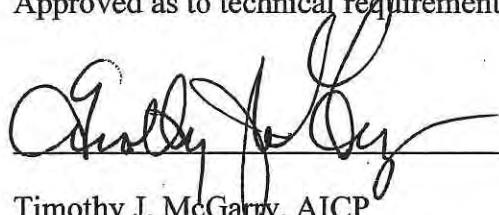
Charles P. Vitunac
City Attorney

Approved as conforming to municipal
policy:



James M. Gabbard
City Manager

Approved as to technical requirements:



Timothy J. McGarry, AICP
Planning and Development Director

Pain Management Institute of Florida PA

Majid R. Khalaf M.D.

13405 U.S. Hwy. One, suite 8 C
Sebastian, Fl. 32958
772-581-8588 phone
772-581-8590 fax

1008 Virginia Ave
Fort Pierce, Fl. 34982
772-460-6767 phone
772-460-6769 fax

CITY OF VERO BEACH
1053 – 20TH PLACE, PO BOX 1389
VERO BEACH, FL 32961-1389



RE: Site Plan # SP09-000011

Dear Mr. McGarry,

Thank you for your letter.

As my wife stated to you in your recent meeting. We were upset to find out that our previous civil engineer had not answers your comment and had left the project to linger without working on it.

This is our reason for dismissing him and employing a new company to get this project finished. Then finding out from our new engineer that there had been a moratorium placed on pain practices.

We have now owned our building for more than eighteen months, it is becoming a burden financial to have three bills to pay every month, two rents and a mortgage on a building that we cannot use for the purpose it was purchased.

My wife stated to you the nature of my practice and that I have been in practice in this and St. Lucie county for more than five years.

The idea of the practice moving to Vero Beach is to combine the two locations into one office, hence less traveling for myself and my staff, besides being a convenient location for patients in the area.

I have stated the above to reassure you that this is not a NEW business, just a change of location in Indian River county.

I am including a copy of my county occupational license.

My office does NOT dispense any medications at all.

I am NOT primarily engaged in the treatment of pain by prescribing medications

IN FACT JUST THE OPPOSITE.. Is true!

(5) A privately owned clinic, facility, or office that advertises in any medium for any type of pain-management services or employs one or more physicians who are primarily engaged in the treatment of pain by prescribing or dispensing controlled substances is exempt from the registration

provisions in subsection (3) if the majority of the physicians who provide services in the clinic, facility, or office primarily provide surgical services.

Section 5. This act shall take effect July 1, 2009.

Approved by the Governor June 18, 2009.

Filed in Office Secretary of State June 18, 2009.

The above is the FL state statute. I am the physician who primarily provides surgical services to my patients. (And the only physician in my office).

The statute 'gets me' in the wording of... if you in any way 'advertise' pain management. This means even the name of ones company and/or even the listing in the phone book.

I would like you and your board to take a field trip to my office so that I can show you the surgical procedures that I perform to treat my patients for their pain.

I want you to know that it is my goal to relieve my patients pain and in doing so take away their dependence on narcotics.

The training that I received in anesthesiology and interventional pain management, is second to none.

Texas Tech Health Science Center at Texas Tech University is known as the center of the world in interventional pain procedure development. The Professors Dr. Gabor Racz and Dr. Paritha Raj. are world renown for their inventive, cutting edge developments in this arena.

Gone are the days when patients are drugged up with hard narcotics and living their lives in a stupor.

Now patients who undergo interventional procedures are able to continue their lives and activities with a clear mine and renewed sprit.

The majority of my patients (85-90%) are senior citizens with Medicare and supplemental insurance.

My office relies on insurance reimbursement for income, and not cash customers looking for drugs.

In fact anyone asking for only medications is turned away from my office. My staff will document that statement for you.

This being said, I would appreciate your opening up my application that has been dropped through no fault of mine. I would like to proceed forward with the building and with my new civil engineer.

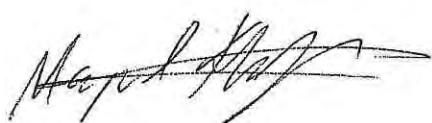
My neighbors on 32 Ave. would also like to have our building finished and a credit to the area.

I can assure both yourself and your board that my office will be a credit and help to the Vero Beach community, as well as the surrounding areas.

Thanking you in advance for your prompt attention to this matter.

With regards,

Majid R. Khalaf



Pain Management Institute of Florida PA
Majid R. Khalaf M.D.

13405 U.S. Hwy. One, suite 8 C
Sebastian, Fl. 32958
772-581-8588 phone
772-581-8590 fax

1008 Virginia Ave
Fort Pierce, Fl. 34982
772-460-6767 phone
772-460-6769 fax

AFFIDAVIT

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I am NOT primarily engaged in the treatment of pain by prescribing medications

IN FACT JUST THE OPPOSITE.. Is true!

I am the physician who provides services in the clinic, facility, or office and provides surgical services

I have stated the above is true and to reassure you that this is not a NEW business, just a change of location in Indian River county.

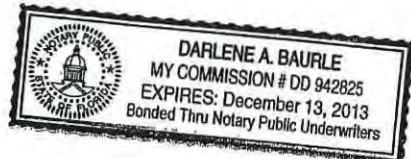
I am including a copy of my county occupational license.

Signed Majid R. Khalaf Date 6/28/10

Notary: Darlene A. Baurle Date: 6/28/10

My commission expires December 13, 2013

Stamp:



COUNTY OCCUPATIONAL LICENSE TAX

2006-2007

INDIAN RIVER COUNTY, FLORIDA

ACCOUNT: 000122-0011093

EXPIRES SEPT. 30, 2007

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 000122 PHYSICIAN

BUSINESS ADDRESS 13403 US HWY #1 C-D
ADDRESS IR - INDIAN RIVER

NAME PAIN MANAGEMENT INSTITUTE OF
MAILING FLORIDA PA
ADDRESS KHALAF, MAJID R
13403 US HWY #1 8-D
SEBASTIAN FL 32958

ME 87482

SUPPLEMENTAL
RENEWAL
NEW LICENSE
TRANSFER
ORIGINAL TAX

100

AMOUNT
PENALTY
TOTAL

卷之三

This license is in addition and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Licensee must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CHARLES W. SEMBLER
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

0000000000 0000004000 0000001220014095 1001 1

COUNTY OCCUPATIONAL LICENSE TAX

2005-2006

INDIAN RIVER COUNTY, FLORIDA

ACCOUNT 000122-0014095

SEPT. 30, 2006

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF 000122 *PHYSICIAN*

BUSINESS ADDRESS 13403 US HWY #1 8-D
IR - INDIAN RIVER

NAME PAIN MANAGEMENT INSTITUTE OF
MAILING FLORIDA, PA
ADDRESS KHALAF, MAJID R
13403 US HWY #1 8-D
SEBASTIAN FL 32958

ME 87468

SUPPLEMENTAL
RENEWAL
NEW LICENSE
TRANSFER -
ORIGINAL TAX

CHARLES W. SENBL
TAX COLLECTOR
3500167.0001 of
DATE 1/06/00
Oper ka
Till ka
Paid 4.00

This license is in addition and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Licensee must notify the Tax Collector's Office of any changes in business name, ownership, location, address or mailing address.

CHARLES W. SEMBLER
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

CHARLES W. SEMBLER, TAX COLLECTOR
P.O. BOX 1509, VERO BEACH, FL 32961

0000000000 000000004000 0000001220014095 1001 5

LOCAL BUSINESS TAX

2007-2008

INDIAN RIVER COUNTY, FLORIDA

ACCOUNT 000122-0014095
EXPIRES SEPT. 30, 2008

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

000122 *PHYSICIAN

TYPE OF
BUSINESS

13403 US HWY 1 8-D
BUSINESS - INDIAN RIVER
ADDRESS

ME 87468

NAME PAIN MANAGEMENT INSTITUTE OF
MAILING FLORIDA PA
ADDRESS KHALAF MAJID R
13403 US HWY 1 8-D
SEBASTIAN FL 32958

RENEWAL
NEW
TRANSFER -
ORIGINAL TAX 40.00

CHARGES	PAID	DEBT	TAX
PAID	PAID	PAID	PAID
40.00	40.00	40.00	40.00
100.00	100.00	100.00	100.00

CHARLES W. SEMBLER, TAX COLLECTOR
P.O. BOX 1509, VERO BEACH, FL 32961

This receipt is in addition to and not in lieu of any
other license required by law or municipal ordinance
and is subject to regulations of zoning, health and
any other lawful authority. Owner must notify the Tax
Collector's Office of any changes in business name,
ownership, location address or mailing address.

CHARLES W. SEMBLER
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

LOCAL BUSINESS TAX

2008-2009

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF 000171 *MEDICAL OFFICE
BUSINESS

BUSINESS
ADDRESS 13403 US HWY 1 8-D
SEBASTIAN FL 32958

ME 87468

NAME PAIN MANAGEMENT INSTITUTE OF FLORIDA PA
MAILING KHALAF MAJID R
ADDRESS 13403 US HWY 1 8-D
SEBASTIAN FL 32958

X RENEWAL
NEW
TRANSFER -
ORIGINAL TAX 40.00

CHARGES	PAID	DEBT	TAX
PAID	PAID	PAID	PAID
40.00	40.00	40.00	40.00
100.00	100.00	100.00	100.00

CHARLES W. SEMBLER, TAX COLLECTOR
P.O. BOX 1509, VERO BEACH, FL 32961

0000004000 0000004000 00000000001992 1001 2

This receipt is in addition to and not in lieu of any
other license required by law or municipal ordinance
and is subject to regulations of zoning, health and
any other lawful authority. Owner must notify the Tax
Collector's Office of any changes in business name,
ownership, location address or mailing address.

CHARLES W. SEMBLER
TAX COLLECTOR

2009-2010

LOCAL BUSINESS TAX

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 000171 *MEDICAL OFFICE

BUSINESS ADDRESS 13403 US HWY 1 8-D
SEBASTIAN, FL 32958

NAME PAIN MANAGEMENT INSTITUTE OF FLORIDA PA
MAILING ADDRESS ME 87468
KHALAF, MAJID R
13403 US HWY 1 8-D
SEBASTIAN FL 32958

CAROLE JEAN JORDAN TAX COLLECTOR
PO BOX 1509 VERO BEACH FL 32961

0000004000 0000004000 000000000001992 1001 2

1992
ACCT# 17114095
Sep 30, 2010

EXPIRES

X RENEWAL
NEW
TRANSFER
ORIGINAL TAX 40.00

AMOUNT
PENALTY
TOTAL

Prp
111
70377.00
09/24/09
CAROLE JEAN JORDAN TAX COLLECTOR

This receipt is in addition to and in no way affects any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA



VERO BEACH POLICE DEPARTMENT

Memorandum (No. A-10-22)

At your request a preliminary investigation was conducted on a proposed new business, "Pain Management Institute of Florida". The owner of the business, Dr. Majid Khalaf, currently has two existing offices in Sebastian and Fort Pierce. Records show that both offices are in good standing.

Dr. Khalaf is a licensed medical doctor receiving degrees from the University of New Orleans and Texas Tech University. He served as a flight surgeon in the U.S. Air Force. He is licensed in the State of Florida to perform surgery and dispense narcotics. However, by his own admission he has no intention of dispensing narcotics from his office. He has a web site that describes the types of services he performs.

Through further investigation it was revealed that Dr. Khalaf has had no complaints made against him and there have been no investigations conducted. In checking with law enforcement in Sebastian and Fort Pierce, neither could provide any negative information about the doctor or his offices.

Should you have any questions, please contact me.

DD/jp

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

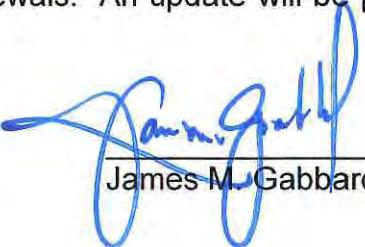
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: August 10, 2010

SUBJECT: PROPERTY, CASUALTY AND WORKERS' COMPENSATION INSURANCE – 2010-2011 RENEWAL EVALUATION

Attached is a spreadsheet prepared by The Gehring Group in connection with the above-referenced insurance renewals. An update will be presented to the City Council at the August 17, 2010 meeting.



James M. Gabbard

:jav
Attachment

xc: Barbara Morey
Robert Anderson

N:\AGENDA\RISKMGMT\INSURANCE RENEWALSFY10-11.DOC

**City of Vero Beach
Property, Casualty & Workers' Compensation Insurance
2010-2011 Renewal Evaluation**



Policy	Carriers	Current			Carriers	Renewal			2009/2010 Proposed Premium
		Limits	SIR/ Deductible	2009/2010 Proposed Premium		Limits	SIR/ Deductible	2009/2010 Proposed Premium	
Property - Real & Personal	FMIT	\$ 100,000,000	\$ 100,000	\$ 1,776,554	FMIT	\$ 100,000,000	\$ 100,000	\$ 1,656,918	
Inland Marine	FMIT			Included	FMIT				Included
Electronic Data Processing	FMIT			Included	FMIT				Included
Sub Total Property:				\$ 1,776,554					\$ 1,656,918
Excess Liability Package	Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000		Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000		
Public Officials Liability	Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000	Included in Liability Package	Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000		
Police Professional Liability	Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000	Included in Liability Package	Star Insurance Co.	\$10,000,000 aggregate	\$ 200,000		
Specific Excess Workers' Compensation	Star Insurance Co.	Statutory	\$ 500,000	Included in Liability Package	Star Insurance Co.	Statutory	\$ 500,000		
Sub Total Excess Liability:				\$ 240,640					\$ -
Automobile Coverage	FMIT				FMIT				
Liability		\$ 5,000,000	\$ 200,000	\$ 78,796		\$ 5,000,000	\$ 200,000	\$ 73,818	
Physical Damage		N/A	Per Schedule	\$ 6,003		N/A	Per Schedule	\$ 5,874	
Sub Total Automobile:				\$ 84,799					\$ 79,692
Boiler and Machinery	C.N.A.	\$ 100,000,000	\$ 100,000	\$ 226,600	C.N.A.	\$ 100,000,000	\$ 100,000		
Water Treatment Plant			\$ 100,000	Included				\$ 100,000	
Power Plant Gas Turbines			\$ 275,000	Included				\$ 275,000	
Aviation Liability Insurance	Global Aerospace	\$ 10,000,000	\$ 1,000	\$ 7,603	Global Aerospace	\$ 10,000,000	\$ 1,000		
Fidelity	National	Per Schedule	\$ 500	\$ 29,410	Fidelity	National	Per Schedule	\$ 500	
Crime Bonds	Travelers	\$ 500,000	\$ -	\$ 1,484	Travelers	\$ 500,000	\$ -		
Crime - Commercial	Travelers	\$ 100,000	\$ 1,000	\$ 1,594	Travelers	\$ 100,000	\$ 1,000		
Crime - Fiduciary Liability Insurance	Travelers	\$ 1,000,000	\$ 5,000	\$ 4,961	Travelers	\$ 1,000,000	\$ 5,000		
Marina Liability	C.N.A.	\$ 1,000,000	\$ 5,000	\$ 12,105	C.N.A.	\$ 1,000,000	\$ 5,000		
Storage Tank Third Party Liability	Commerce & Industry	\$1,000,000/\$4,000,000 Aggregate	\$ 5,000	\$ 4,625	Commerce & Industry	\$1,000,000/\$4,000,000 Aggregate	\$ 5,000		
Sub Total Ancillary Lines:				\$ 283,756					\$ -
Total Gross Premium:				\$ 2,385,749					\$ 1,736,610
FMIT Return of Premium *				\$ (454,119)					\$ (656,533)
Gehring Group Service Fee**				\$ 93,068					\$ 86,831
Total Net Premium:				\$ 2,024,698					\$ 1,166,908
\$ Program Increase/Decrease				N/A					\$ (857,790)
% Program Increase/Decrease				N/A					-42%

*Return of Premium : Based on 2008-2009 property premiums paid to the Trust, the City of Vero Beach can expect at least \$656,533 in return of Premium Credit upon renewal.

**Gehring Group receives a 5% service fee on FMIT products. All other premiums have commissions included.

Deductible Disclosure: All locations within 1/2 mile of Coastal Waters will carry a Wind/Hail Deductible of 5%, \$100,000 or Whichever is Greater; 1/2 mile and Greater, 5% Per Building, Per Location, Per Occurrence or Deductible, Whichever

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: August 9, 2010

SUBJECT: UTILITY MANAGEMENT CONSULTING SERVICES

Attached is a memorandum from Rob Bolton, dated July 26, 2010, which provides background information and a recommendation on the above-referenced subject.

STAFF RECOMMENDATION:

It is the recommendation of the City Manager's Office that Council approve the GAI Proposal to perform Utility Management Consulting Services, in the amount of \$49,900.00, and any legal work that is performed by the Law Firm of Gray Robinson, P.A., in an amount not to exceed \$35,000.00. Any legal work performed by GAI's sub-consultant will be approved as a separate work authorization by the City.


James M. Gabbard

JMG:jav
Attachments

xc: Rob Bolton
Monte Falls
Stephen Maillet

N:\AGENDA\WS\2010\UTILITY MANAGEMENT CONSULTING SERVICES.DOC



DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT



To: James M. Gabbard
Dept: City Manager

From: Robert J. Bolton, P.E., Director *RJB*

Date: July 26, 2010

RE: Utility Management Consulting Services

Background:

GAI (Engineering Firm), with Gray Robinson (Law Firm), was selected by the joint utility committee that was composed of City of Vero Beach (City), Indian River County (County) and Town of Indian River Shores (Town) representatives to provide a comprehensive evaluation of complete consolidation, partial consolidation or status quo for the water, wastewater and reuse systems that exist within the three jurisdictions. Both the City and Town agreed with the project following negotiations; however the County voted not to proceed with the study and subsequently withdrew from the committee. As a result the project was terminated.

The attached scope of work and agreement for services was prepared to address the issues surrounding the two franchise areas that will expire in November 2016 (IRS) and March 2017 (County). GAI will provide utility management consulting services for the following items:

1. Appraisal of the City assets on the south barrier island for possible sale to the County in 2017.
2. Documentation of the City assets in the Town
3. Rate optimization to address readiness to serve and capacity utilization
4. Technical Assistance on the County Franchise Agreement
5. Technical Assistance on Emergency Interconnects

In addition, GAI will be available upon request to perform the following services;

6. Research possible grant funding
7. Service Area review for the future
8. Utility Expert Witness
9. General Electric Management Consulting Services
10. Utility Acquisition Services

GAI was retained by the Town on July 22, 2010 to negotiate a franchise agreement and purchase and sale agreement for the Town (a copy is attached). GAI has fully disclosed

this in their proposal to the City and has informed the Town during meetings with the Town Administration that GAI may serve the City upon City Council approval.

The Law Firm of Gray Robinson, P.A. will be a sub-contractor to GAI and will serve, as needed, the City as general special utility counsel for negotiations for both franchise areas. It is our intention to utilize the City Attorney's Office when possible; however there may be issues that arise that will require specialty counsel. In addition, since Mr. Vitunac has worked for the City and County over the years and his name appears on the County Franchise agreement, he may be called as a witness for the County.

Funding

GAI's fee for the five (5) items discussed above is a not to exceed amount of \$49,900.00. Gray Robinsons Fee is a flat \$200/HR fee with an estimate of \$25,000.00 to \$35,000.00.

Recommendation

Please place this item on the August 17, 2010 agenda for consideration. Recommend City Council approval of the GAI proposal for the amount of \$49,900.00 and legal fees not to exceed \$35,000.00 for a total of \$84,900.00. Any legal work that will be performed by GAI's sub-consultant will be approved as a separate work authorization by the City.

Please contact me at ext. 5228 if you have any questions.

xc: John O'Brien, Purchasing Manager
Charles Vitunac, City Attorney

July 22, 2010
GAI Proj. # A100855.00

RECEIVED

JUL 23 2010

WATER & SEWER

Mr. James Gabbard
City Manager
City of Vero Beach
1053 20th Place
Vero Beach, FL 32960-5359

Re: Utility Management Consulting, Appraisal, Financial and Potential Expert Testimony Services Concerning the City's Utility Systems

Dear Mr. Gabbard:

This letter with the one page supplementary terms and conditions sheet (Attachment A) and the one page GAI hourly rates (Attachment B) and as shown below, constitutes our firm's proposal to the City of Vero Beach for the services delineated and described herein. In addition, the services of Gray Robinson, P.A. with Mr. Tom Cloud, Esquire, as lead counsel are included as shown on Attachment C.

Background

GAI, with Gray Robinson, was selected by the joint utility committee which was comprised of representatives from Indian River County (the County), the City of Vero Beach (City) and the Town of Indian River Shores (Town) to provide a comprehensive evaluation and analysis of either complete consolidation, partial consolidation, or interlocal agreement with consolidation of the water, wastewater, and reclaimed water utility systems in the area. An important task was to address the Town of Indian River Shores and the Indian River County Franchise Agreements with the City.

Both the City of Vero Beach and the Town of Indian River Shores agreed with the full project following negotiations. Indian River County requested that the project be phased to control cost. The first phase negotiated was agreed to again by the Town and the City, but not the County. Thereafter, the County withdrew from the cooperative and the project was terminated. Subsequently, both the City and the Town wished to resolve the utility issues effectively and have requested the above services from GAI. The terms and conditions and hourly rates are the same as those negotiated with the above-mentioned joint committee and previously agreed upon, yet not effectuated.

GAI's Scope of Work

GAI's scope of services generally includes:

1. Appraisal of the City's water, wastewater and reclaimed water assets located south of the City limits yet north of the St. Lucie County line along the beachside of the City in the unincorporated area. A USPAP compliant appraisal shall be prepared such that the City may be advised of the value of the assets located in this area.
2. Documentation of the City assets within the Town of Indian River Shores and the remaining assets in the Town not owned by the City. This work allows for the renegotiation with the Town with a factual basis.

3. General utility management consulting services for the water, wastewater, reclaimed water systems with an initial focus concerning utility optimization for user rate level containment and cost recovery for utility readiness to serve and capacity utilization.
4. Negotiation technical/management consulting/appraisal assistance on the Indian River County Franchise Agreement.
5. Negotiation technical assistance concerning appropriate major utility system interconnections to attain emergency preparedness and optimize energy and water conservation.
6. Assist in grant, matching funding, low cost/subsidized loan and other capital utilization optimizations for the utility system.
7. Service area consideration for City operations and actions for documentation.
8. Potential utility expert witness services as the circumstances may dictate.
9. General electric management consulting services and appraisal services as desired and requested by City-authorized personnel.
10. Utility acquisition services as warranted by the negotiations that transpire.

Disclosures

GAI has been retained by the Town of Indian River Shores in Phase I to:

1. Render a fairness opinion as to the value of the Town's utility system;
2. Provide an options overview letter to the Town with advantages and disadvantages; and
3. Assist the Town in initial negotiations concerning a draft franchise and purchase and sale utility agreement.

In future phases, assist with utility sale/acquisition services, conduct a system appraisal and assist in the resolution of their utility service matter as requested. Acceptance of this proposal is acceptance of the above.

Gray Robinson, P.A. will serve the City of Vero Beach as their independent special utility counsel with respect to all of the endeavors delineated herein and will not serve the Town of Indian River Shores.

Fee

The initial upset limit our Phase I activities is \$49,900. This will include GAI's initial work relative to the franchise agreements with the Town and the County, asset documentation, etc. As additional services are needed, the City Council or its designee may authorize such work up to the authorization amount of the respective entity.

Closing

GAI looks forward to providing the technical expertise which the City desires in the areas of utility management consulting, financial analysis, utility appraisal and technical expert testimony as needed.

Gray Robinson, P.A. shall participate and perform such special utility counsel legal services as needed and generally depicted in Attachment C.

Both firms have a long track record in serving the utility industry in these very specialized areas.

Acceptance

If the above with attachments A, B, and C are acceptable to the City, please execute one copy of this agreement and return it to our office. The receipt of a signed agreement shall also constitute GAI's notice to proceed with the work.

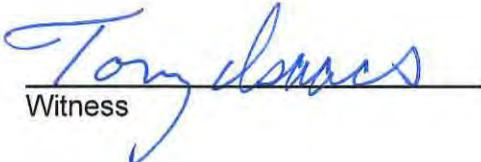
Very truly yours,

GAI Consultants, Inc.



Gerald C. Hartman, PE, BCEE, ASA
Vice President
Accredited Senior Appraisal #7542


Witness


Witness

Accepted by:
City of Vero Beach, Florida

Witness

Authorized Signature

Witness

Date

Attachments

Cc: Thomas A. Cloud, Esq., Gray Robinson, P.A.

CITY OF VERO BEACH	APPROVED	DATE
City Manager	<i>JM</i>	8/9/10
City Attorney	<i>JM</i>	7.28.10
City Clerk		
Utilities		
Public Works		
Finance		
Human Resources		
Planning		

Attachment A

Terms and Conditions

Commencement of Services

1. Services will not commence until GAI receives a signed copy of the letter of engagement to which these terms and conditions are attached, together with payment of any retainer specified herein.

Insurance

1. GAI carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and workmen's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, GAI agrees to save CLIENT harmless from any loss, damage, injury, or liability arising directly from negligent acts by GAI, GAI's employees, agents, subcontractors, and their employees or agents. If CLIENT requires further insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense to protect GAI and provide for CLIENT's indemnification; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance.

Limitation of Liability

1. The total cumulative liability of GAI, its shareholders, directors, officers, employees and agents, to CLIENT arising from Services under this Agreement, shall not exceed GAI's gross compensation received under this Agreement or \$50,000, whichever is greater. This limitation applies to all claims regardless of legal theory, including claims based on contract, indemnity, contribution, tort, or otherwise, and includes any attorneys' fees due under this Agreement, and is further limited in the following respects:

- (a) Neither GAI nor CLIENT will have any liability to the other for any special, consequential, incidental or penal losses or damages; and
- (b) GAI is not responsible for interpretation by parties not under GAI's direction or control of any information developed by GAI; and
- (c) GAI is not liable for any losses, damages or claims arising from damage to subterranean structures or utilities that are not correctly shown on plans furnished by CLIENT to GAI before GAI commences the performance of Services.

Indemnification

1. Subject to the Limitation of Liability provisions above, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under this Agreement.

2. CLIENT agrees to indemnify and hold harmless GAI, its agents, subcontractors, directors, officers and employees from and against any and all Losses incurred or threatened to be incurred by GAI, its officers, directors, employees and/or agents and arising from:

- (a) Damage to subterranean structures and/or utilities unless correctly shown on plans furnished by CLIENT to GAI;
- (b) any negligence by CLIENT; and/or
- (c) any failure by CLIENT to comply with its obligations under this Agreement.

Billing and Expenses

1. CLIENT will be billed periodically, usually monthly. In the event CLIENT should disagree with or question any amount due under the invoice, CLIENT agrees to communicate such disagreement to GAI, in writing, within thirty (30) days of the invoice date. Any disagreement CLIENT may have with a bill that is not communicated to GAI within that period shall be deemed waived.

2. CLIENT will be charged a reasonable rate for computerized documents production, postage, reproduction, faxes, couriers, express mail, long-distance telephone, travel costs and other costs. Expenses incurred or advanced on CLIENT'S behalf will be itemized on the statement.

Withdrawal from Services

1. GAI reserves the right to withdraw from the contracted services in the event CLIENT fails to honor the agreement with respect to GAI's fees or any just reason as permitted or required under the Florida Code of Professional Responsibility. In the event of GAI's withdrawal, CLIENT shall promptly pay for all services rendered by GAI prior to the date of withdrawal.

Headings

1. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

End of Agreement

Attachment "B"

GAI CONSULTANTS, INC. Environmental Group

Rate Schedule

<u>Classification</u>	<u>Rate per Hour</u>
Principal Engineer	\$220
Sr. Consultant	\$200
Certified Public Accountant	\$180
Sr. Professional Engineer	\$160
Professional Engineer / Production Manager / Sr. Constr. Mgr.	\$135
Consultant/Sr. Designer/Const. Eng.	\$105
Engineer/Funding Specialist	\$95
Finance Analyst /MBA / Constr. Specialist	\$90
Designer / Sr. CAD	\$85
Project Support	\$65
Junior Designer	\$65
Engineering Assistant	\$60
2-Person Survey Crew	\$110
Survey Crew with Auto Instrument	\$125
3-Person Survey Crew	\$145
4-Person Survey Crew	\$180
Professional Surveyor & Mapper	\$135
Survey Project Manager	\$100
Field Supervisor	\$95

Invoices are due and payable within 30 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 percent per month or a fraction thereof. Should an invoice not be paid within 45 days of the invoice date, GAI may, upon 3 days written notice, stop work and recover payment for all work executed prior to the work stoppage.

ATTACHMENT C



SUITE 1400	301 EAST PINE STREET (32801)	FORT LAUDERDALE
POST OFFICE BOX 3068	ORLANDO, FL 32802-3068	JACKSONVILLE
TEL 407-843-8880	KEY WEST	LAKELAND
FAX 407-244-5690	gray-robinson.com	MELBOURNE
		MIAAH
		NAPLES
		ORLANDO
		TALLAHASSEE
		TAMPA

Thomas A. Cloud, Esquire

407-244-5624

THOMAS.CLOUD@GRAY-ROBINSON.COM

June 29, 2010

Gerald C. Hartman, P.E., BCEE, ASA
Vice President
GAI Consultants, Inc.
301 East Pine St., Suite 500
Orlando, FL 32801

Re: Engagement Letter for Representation of GAI Consultants, Inc.

Dear Mr. Hartman:

You have inquired as to whether our Firm is interested in representing GAI Consultants, Inc. regarding certain services for the City of Vero Beach. You have asked me to provide you with an estimate of our services and a short scope. Towards that end, let me provide the following:

1. Negotiations with Indian River County (with GCH support)
2. Negotiations with Town of Indian River Shores (without GCH support)
3. Negotiations with St. Lucie County for interconnect agreement on south beachside (with GCH)
4. Service Area documentation
5. Asset ownership documentation
6. Potential purchase and sale and franchise agreement with Town of Indian River Shores.
7. Potential purchase and sale agreement and Bulk/wholesale agreement with Indian River County
8. Litigation Services as needed
9. General special utility counsel services for water, wastewater and reuse systems
10. General special utility counsel services for the electric system

Gerry, it's impossible to estimate what costs might be incurred if there is litigation at this early date, so our estimate would not include litigation fees and costs. For providing all the other services, my initial estimate would be a range between \$25,000 to \$35,000. Obviously, it could be substantially less if no agreements are entered into. It could be more if negotiations become protracted. Given the lack of detail, this is the best I can come up with at this time.

June 29, 2010
GAI Consultants, Inc. Inc.
Page 2

Over the years, it has been our experience that things go more smoothly if we have a clear understanding of your needs and the role we need to play. The purpose of this engagement letter is to confirm an agreement concerning representation and the payment of our fees and expenses. This engagement letter will govern all subsequent matters in which we may become involved on your behalf unless a separate arrangement is made.

We will do our very best to meet your needs in any matters we undertake for you, but as you know, we cannot and do not make any representations or warranties concerning the outcome. We will give you our best advice, render opinions, and seek to obtain the desired result. In this regard, it is most important that we communicate regularly.

We have attached a copy of the firm's Policy Regarding Expenses and Billing. All conditions in that document are incorporated by reference as part of this engagement letter. As we are sure you recognize, we have a legitimate business concern in being paid in a timely fashion.

The following arrangement is proposed regarding fees and costs:

Our firm charges for services on an hourly basis. Our firm will charge for services on an hourly basis at a blended hourly rate of \$200.00 for all attorneys who work on this matter and \$100.00 per hour for paralegals, (my private client rate is \$375.00 per hour). As you know, this is substantially less than our private client rates which is offered as a reduced hourly rate to Florida cities. I will be primarily responsible for all matters, but we reserve the right to utilize other members of the firm whenever, in our discretion, we deem it appropriate. Further, computer research, and other technology may also be utilized if and when appropriate and in your best interest. You will be billed for the use of the same.

If this engagement letter meets with your approval, please indicate by having the extra copy of this letter signed in the space provided below, and return it to our offices. Your approval of this letter will include our agreement regarding the fees and costs arrangement.

We appreciate the confidence and trust you have reposed in us in asking us to represent you and encourage you to communicate with me if at any time you have

June 29, 2010
GAI Consultants, Inc. Inc.
Page 3

questions on the status or progress of your matters. I look forward to working with you and your staff on any matters you deem appropriate. If you have any questions, please do not hesitate to contact me.

Sincerely yours,



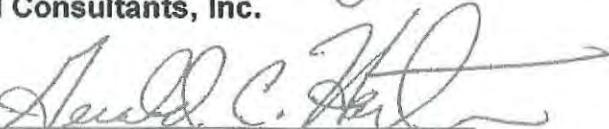
Thomas A. Cloud, Esquire

GrayRobinson, P.A.

TAC/jg
Enclosure

The terms of this representation are accepted
this 3rd day of July, 2010.

GAI Consultants, Inc.

By: 

Print: Gerald C. Hartman
Vice President

June 29, 2010
GAI Consultants, Inc. Inc.
Page 4

POLICY REGARDING EXPENSES AND BILLING

EXPENSES: You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING: You will be billed periodically, usually monthly. In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION: Our representation will not commence until we receive a signed copy of the letter to which this statement is attached, together with payment of any retainer specified therein.

WITHDRAWAL FROM REPRESENTATION: We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. In the event of our withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal.

FILE RETENTION: You should be aware of our file retention policy. Once your case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed. Thus, if there are any documents which you need from the documents we possess, we recommend that you obtain them at the conclusion of your case.

July 7, 2010
GAI Proj. # A100856.00

Mr. Richard Jefferson
Town Manager
Town of Indian River Shores
6001 N. Highway A-1-A
Indian River Shores, FL 32963

Re: Water, Wastewater and Reclaimed Water Utility Services – Phase I Activities

Dear Mr. Jefferson:

Pursuant to the Town Council special utility meeting and the actions taken at the same, and the subsequent meeting with you; this letter with attachments represents GAI's proposal agreement depicting the Phase I activities.

Phase I

As agreed, the scope of the Phase I activities covers the necessary elements for a cooperative resolution for the expiration of the Town's Franchise Agreement. Those services included involve:

1. A fairness opinion letter as to an equity assessment of the Town's water, wastewater, and reclaimed water systems.
2. An options overview letter depicting the opportunities with (a) the City of Vero Beach, (b) Indian River County, and (c) a comparison of both with advantages and disadvantages.
3. Initial negotiations for a draft franchise and purchase and sale utility agreement with either (a) the City of Vero Beach or (b) Indian River County. On behalf of the Town, the Town Manager, Town Attorney and Mr. Gerald Hartman will present a draft agreement to both entities and discuss the entity comments. Thereafter, if an agreement can be attained, that agreement will be discussed with the Town Council.

Future Phases (Not yet authorized)

If an agreement can be negotiated, GAI will provide the hearing support document (Chapter 180.301 F.S.) with attachments and expert testimony to the Town Council. Also GAI will represent the Town in the equivalent hearing (either Chapter 180.301 F.S. or Chapter 125.3401 F.S.) of the Town selected entity. In addition, GAI will work with the Town to prepare and/or provide the franchise and purchase and sale agreement Exhibits and prepare the appropriate transfer forms and submittals to the FDEP and such other regulatory entities as required. GAI will provide closing services associated with the transaction and prepare/provide such documents as required to effectuate the transaction.

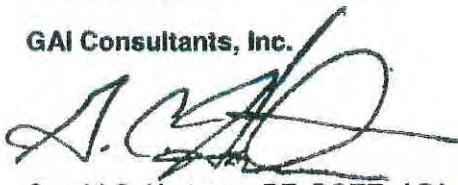
If an agreement cannot be negotiated or if protracted negotiations occur, GAI will provide such utility management consulting, utility financial, utility appraisal, utility expert witness, and other such services as requested by the Town.

The supplemental Terms and Conditions for GAI are as shown on Attachment A. GAI's hourly rates are as shown on Attachment B. The upset limit for Phase I activities is \$25,000. If additional services are needed, the Town Council or its designee may authorize such work up to the authorization amount of the respective entity. The attached Terms and Conditions and hourly rates are the same as previously approved for the joint cooperative study.

If the above and attached are acceptable to the Town, please execute one copy of this agreement and return it to our office. Receipt of this executed agreement shall constitute GAI's notice to proceed.

Very truly yours,

GAI Consultants, Inc.



Gerald C. Hartman, PE, BCEE, ASA
Vice President

Witness

Witness

Witness

Witness

Attachments

Accepted by:
Town of Indian River Shores, Florida

Authorized Signature

Date



7-23-10

Attachment A

Terms and Conditions

Commencement of Services

1. Services will not commence until GAI receives a signed copy of the letter of engagement to which these terms and conditions are attached, together with payment of any retainer specified herein.

Insurance

1. GAI carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and workmen's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, GAI agrees to save CLIENT harmless from any loss, damage, injury, or liability arising directly from negligent acts by GAI, GAI's employees, agents, subcontractors, and their employees or agents. If CLIENT requires further insurance coverage, GAI, if specifically directed by CLIENT, will purchase additional insurance (if procurable) at CLIENT's expense to protect GAI and provide for CLIENT's indemnification; but GAI shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of GAI's insurance.

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- (b) GAI is not responsible for interpretation by parties not under GAI's direction or control of any information developed by GAI; and
- (c) GAI is not liable for any losses, damages or claims arising from damage to subterranean structures or utilities that are not correctly shown on plans furnished by CLIENT to GAI before GAI commences the performance of Services.

Indemnification

1. Subject to the Limitation of Liability provisions above, GAI agrees to indemnify and hold harmless CLIENT, and its officers, directors, and employees from and against any and all claims, suits, liability, damages, injunctive or equitable relief, expenses including reasonable attorneys' fees, or other loss (collectively "Losses") to the extent caused by GAI's negligent performance of Services under this Agreement.

2. CLIENT agrees to indemnify and hold harmless GAI, its agents, subcontractors, directors, officers and employees from and against any and all Losses incurred or threatened to be incurred by GAI, its officers, directors, employees and/or agents and arising from:

- (a) Damage to subterranean structures and/or utilities unless correctly shown on plans furnished by CLIENT to GAI;
- (b) any negligence by CLIENT; and/or
- (c) any failure by CLIENT to comply with its obligations under this Agreement.

Billing and Expenses

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Withdrawal from Services

1. GAI reserves the right to withdraw from the contracted services in the event CLIENT fails to honor the agreement with respect to GAI's fees or any just reason as permitted or required under the Florida Code of Professional Responsibility. In the event of GAI's withdrawal, CLIENT shall promptly pay for all services rendered by GAI prior to the date of withdrawal.

Headings

1. The paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the provisions hereof.

End of Agreement

Attachment "B"

GAI CONSULTANTS, INC. Environmental Group

Rate Schedule

<u>Classification</u>	<u>Rate per Hour</u>
Principal Engineer	\$220
Sr. Consultant	\$200
Certified Public Accountant	\$180
Sr. Professional Engineer	\$160
Professional Engineer / Production Manager / Sr. Constr. Mgr.	\$135
Consultant/Sr. Designer/Const. Eng.	\$105
Engineer/Funding Specialist	\$95
Finance Analyst /MBA / Constr. Specialist	\$90
Designer / Sr. CAD	\$85
Project Support	\$65
Junior Designer	\$65
Engineering Assistant	\$60
2-Person Survey Crew	\$110
Survey Crew with Auto Instrument	\$125
3-Person Survey Crew	\$145
4-Person Survey Crew	\$180
Professional Surveyor & Mapper	\$135
Survey Project Manager	\$100
Field Supervisor	\$95

Invoices are due and payable within 30 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 percent per month or a fraction thereof. Should an invoice not be paid within 45 days of the invoice date, GAI may, upon 3 days written notice, stop work and recover payment for all work executed prior to the work stoppage.

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2105

TO: The Honorable Mayor and Members of the City Council

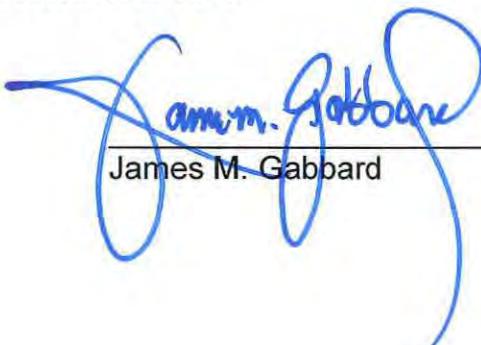
FROM: James M. Gabbard, City Manager

DATE: August 9, 2010

SUBJECT: AWARD OF BID NO. 310-10/CSS - PEBBLE QUICKLIME ANNUAL SUPPLY CONTRACT

Attached is a memorandum from John Ten Eyck, dated August 5, 2010, providing information and a recommendation for the above-referenced bid.

It is the recommendation of the City Manager's Office to approve the Award of Bid #310-10/CSS, for the Pebble Quicklime Annual Supply Contract, to Carmeuse Lime & Stone, Inc., at a price of \$242.92 per ton. This is a one-year quantity of 1,500 tons, resulting in cost of \$364,380.00. Funding is available in Account No. 421.9002.536.352019.



James M. Gabbard

:jav
Attachments

xc: Rob Bolton
John Ten Eyck
Stephen Maillet

N:\AGENDA\AWARDBID\2010\BID310-10.CSS.PEBBLEQUICKLIME.DOC



DEPARTMENTAL CORRESPONDENCE
WATER AND SEWER DEPARTMENT



To: James Gabbard, City Manager

Through: Rob Bolton, Director *RJB*.

From: John Ten Eyck, Assistant Director *JTE*

Date: August 5, 2010

SUBJECT: Pebble Quicklime Annual Supply Contract
Bid No. 310-10/CSS

Background:

Pebble quicklime is the chemical used at our water treatment plant to soften the water.

Bids were opened on August 3, 2010 for the annual supply contract for this chemical. A copy of the Bid and the Bid Tabulation, prepared by Purchasing, are attached for your review.

Funding:

Funding for this item is included in the annual operating budget Account No. 421.9002.536.352019.

Recommendation:

I have reviewed the bids submitted and recommend that the contract be awarded to the low bidder, Carmeuse Lime & Stone, Inc.. The contract price will be \$242.92 per ton for a one-year quantity of 1,500 tons and a cost of \$364,380.00.

Please place this item on the August 17, 2010 City Council agenda for action.

Attachment:
xc:Purchasing

DEPARTMENTAL CORRESPONDENCE

TO: John Ten Eyck, Assistant Director of Water & Sewer
FROM: Carol Shoaf, CPPB, FCCM, Contract Administrator *8-4-10*
DATE: August 4, 2010
SUBJECT: Bid No. 310-10/CSS, Pebble Quicklime Annual Supply Contract

In order to secure firm pricing for the Water & Sewer Department, the Division of Purchasing advertised and solicited bids on July 20, 2010 for Bid No. 310-10/ CSS Pebble Quicklime Annual Supply Contract. One hundred eight two (182) vendors were notified of this bid, six (6) vendors actually downloaded the bid, and three (3) responses were received.

On Tuesday, August 3, 2010, at 3:00 p.m., the Division of Purchasing opened bids on the above subject. Please find a bid tabulation and copies of the bids enclosed for your review and recommendation. Please provide the City Manager with a memorandum stating your recommendation and requesting his approval. Once approved please provide Purchasing with a copy so that we may process the proper paperwork to finalize this project.

Should you have any questions regarding this matter, please do not hesitate to contact me at extension 5474.

Cc: File

RECEIVED
AUG 5 2010
WATER & SEWER

Bid Tabulation - Bid No. 310-10/CSS
City of Vero Beach Pebble Quicklime annual Supply Contract

Vendor	Bid	Total	Variances	Drug-Free Workplace	Questionnaire
Carmeuse Lime & Stone	\$242.92	\$364,380.00	None	YES	YES
Chemical Lime Company	\$268.97	\$403,455.00	None	YES	YES
Cheney Lime & Cement Co.	N/B				

Purchasing Division



Mailing Address

Please note that *future* Bid Packages/Requests/Contracts should be mailed to our corporate office at:

Carmeuse Lime & Stone, Inc.
11 Stanwix Street – 21st Floor
Pittsburgh, PA 15222
Attn: Josie Zihmer

Bid Results / Contracts:

Please mail, fax or email bid tabs/results to the following:

Fax to 412-995-5515 attention Josie Zihmer.

Mail Contracts to the above address.

Email results to josie.zihmer@carmeusena.com

Should you have any questions, please call me directly at 866-780-0974.

Sincerely,

Josie Zihmer

Josie Zihmer
Inside Sales Representative



Carmeuse Lime & Stone
Longview Operation
599 Highway 31 South
Saginaw, Alabama 35137

PRODUCT INFORMATION

Product Description: HiCal QL PCC 1/2" X 1/8" Rice
Product Code: 10529
Production Facility: Longview
Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Carbon Dioxide (CO ₂)	0.79
Sulfur (S)	0.051
Available Lime (Rapid Sugar)	93.0
Calcium Oxide (CaO)	95.2
Magnesium Oxide (MgO)	1.82
Silica (SiO ₂) *	0.705
Alumina (Al ₂ O ₃) *	0.291
Ferric Oxide (Fe ₂ O ₃) *	0.167

Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- Temp. Rise in 30 seconds (°C)	40.0
- Temp. Rise T _{total} (°C)	56.4
Residue (+30 Mesh)	1.6
Loose Bulk Density (#/ft ³) *	60

* Not routinely analyzed at this location

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.

ANSI / NSF STANDARD 60 CLASSIFICATION

NSF International has classified the following Carmeuse Lime manufacturing locations and their products for use as drinking water additives.

<u>Location</u>	<u>Product / Trade Designation</u>	<u>Categories</u>	<u>Maximum Use</u>
Carmeuse Lime BEACHVILLE OPERATION P.O. Box 190 Ingersoll, Ontario, N5C 3K5 IE467-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime RIVER ROUGE OPERATION 25 Marion Avenue River Rouge, Michigan 48218 IE465-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
Carmeuse Lime S. CHICAGO OPERATION 3245 East 103rd Street Chicago, Illinois 60617 IE464-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime BUFFINGTON OPERATION North Clark Road at Lake Michigan Gary, Indiana 46420 IE466-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
Carmeuse Lime ANNVILLE OPERATION Route 422 and Clear Spring Road Annville, PA 17003 IE444-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime Black River Operation 9043 Highway 154 Butler, KY 41006 IE461-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime LONGVIEW OPERATION 599 Highway 31 South Saginaw, Alabama 35137 IE424-01	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime STRASBURG OPERATION 1696 Oranda Road Strasburg, Virginia 22657 COO23848	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L
Carmeuse Lime LUTTRELL OPERATION 486 Clinch Valley Road Luttrell, Tennessee 37077 COO24149	Calcium Oxide	Softening, Precipitation and pH Adjustment	500 mg/L
	Calcium Hydroxide	Softening, Precipitation and pH Adjustment	650 mg/L

For questions concerning water treatment products,
please contact: Josie Zihmer
Inside Sales Representative
(866) 780-0974

The complete listing of certified Carmeuse Lime plants can also be viewed
at the water certification index on the NSF International web site:
<http://www.nsf.org/Certified/PwsChemicals/Lists.aspx?CompanyName=carmeuse&>



NSF International

RECOGNIZES

CARMEUSE NORTH AMERICA PITTSBURGH, PA

AS COMPLYING WITH NSF/ANSI 60.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.

CARMEUSE LIME PLANTS

Ingersol, ON, Cert. # IE467-01

River Rouge, MI, # IE465-01

Chicago, IL, Cert. # IE464-01

Gary, IN, Cert. # IE466-01

Annville, PA, Cert. # IE463-01

Butler, KY, Cert. # IE461-01

Saginaw, AL, Cert. # IE462-01

Baton Rouge, LA, Cert. # IE462-01



Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. To verify Certification, call 800 NSF-MARK or 734 769-8010.

A handwritten signature in black ink, appearing to read "Mark L. Jost".

September 17, 2003
Certificate# 1E460 - 01

Mark L. Jost, Senior V.P., Water Systems
Water Distribution Systems



**Carmeuse Lime & Stone, Inc.
Longview Operation**

To: City of Vero Beach, FL

Date: 7/30/2010

Re: Affidavit of Compliance for Quicklime to ANSI / AWWA B202-02

Carmeuse Longview's water grade quicklime products conform to ANSI / AWWA B202-02. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

- Sampling
 - If required by the customer, samples are taken after the kilns (Section 5.1.2) and analyzed. Results are reported on a certificate of analysis.
- Test Procedures Performed
 - Available Calcium Oxide—procedure adapted from ASTM C-25
 - T3 minute Reactivity
 - Total Active Slaking Time (TAST)
 - Objectionable Insoluble Matter (30 Mesh residue)
- Rejection of Quicklime
 - Available Calcium Oxide < 80%
 - T3 minute Reactivity < 10 °C
 - Total Active Slaking Time > 20 minutes
 - Objectionable Insoluble Matter > 5%

Robert W. Rinker
Quality Director
Carmeuse NA



Carmeuse North America
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222
Phone: 412-995-5500
Fax: 412-995-5594

Date of Origin:	06/05/02
Date of Revision:	12/06/04
Revision No.	9

Material Safety Data Sheet

Product Name:

HIGH CALCIUM QUICKLIME

INFOTRAC: 800-535-5053 [In case of an emergency call this number 24 HOURS a day 7 DAYS a week.]

1. IDENTIFICATION OF THE SUBSTANCE AND COMPANY

1.1. Identification of the substance:

Chemical name: Calcium oxide
Product name(s): Steel Grade-Large, Steel Grade-Large Rescreened, Steel Grade-Small, Steel Grade-Small Rescreened, Water Grade-Small, Water Grade-Small Rescreened, Mini Pebble, Rice, PCC Grade-Large Rescreened, PCC Grade-Small Rescreened, Hi Cal Fines, Pulverized Lime, Pulverized Lime w/ Flowaid
Formula: CaO
CAS #: 1305-78-8
Molecular Weight: 56.08
Material Uses: Water treatment, steel flux, caustic agent, pH adjustment, acid gas absorption, construction

1.2. Company:

Main Office:

Carmeuse North America
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222

Telephone: 412-995-5500
Fax: 412-995-5594

Canadian Office:

Carmeuse Lime (Canada) Limited
P.O. Box 190
Ingersoll, Ontario N5C 3K5

Telephone: 519-423-6283
Fax: 519-423-6545

2. COMPOSITION / INFORMATION ON INGREDIENTS

Ingredient	% by Weight	CAS #	Exposure Limits
Calcium oxide	>89	1305-78-8	OSHA PEL: 5 mg/m ³ ACGIH TLV: 2 mg/m ³ O. Reg. 833 TWAEV: 2 mg/m ³
Magnesium oxide	<4	1309-48-4	OSHA PEL: 15 mg/m ³ ACGIH TLV: 10 mg/m ³ O. Reg. 833 TWAEV: 10 mg/m ³
Silica - crystalline quartz	<1	14808-60-7	OSHA PEL*: 10 mg/m ³ (total dust); 3.3 mg/m ³ (respirable) ACGIH TLV: 0.05 mg/m ³ (respirable) O. Reg. 845 TWAEV: 0.1 mg/m ³

*PEL (total dust) = (30 mg/m³) / (% silica + 2) ; PEL (respirable) = (10 mg/m³) / (% silica + 2)

Product Name:

HIGH CALCIUM QUICKLIME (continued)

3. HAZARDS IDENTIFICATION AND CLASSIFICATION

Overview:	High Calcium Quicklime is in the form lumps, pebbles, granules or powder and is odorless, white or grayish-white in color. Contact can cause irritation to eyes, skin, respiratory system, and gastrointestinal tract. Contact may aggravate disorders of eyes, skin, gastrointestinal tract, and respiratory system.
Eyes:	Can cause severe irritation or burning of eyes, including permanent damage.
Skin:	Can cause severe irritation or burning of skin, especially in the presence of moisture.
Ingestion:	Can cause severe irritation or burning of gastrointestinal tract if swallowed.
Inhalation:	Can cause severe irritation or the respiratory system. Long-term exposure may cause permanent damage. This product is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain crystalline quartz silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled. Inhalation of silica can also cause a chronic lung disorder, silicosis.
Irritant:	Eyes, mucous membranes, moist skin, respiratory tract.
Flammability:	This product is not flammable or combustible
Explosive:	This product is not explosive in dust form
Reactivity:	May react violently with strong acids producing heat and possible steam explosion in confined space
Symbols:	WHMIS Symbol: "E" Corrosive Material; "D2A" Materials causing other toxic effects

4. HEALTH EFFECTS AND TREATMENTS

Health Effects:

Inhalation:	<u>Acute</u> : irritation, sore throat, cough, sneezing. <u>Chronic</u> : persistent coughing and breathing problems. Long-term exposure to silica can cause a chronic lung disorder, silicosis.
Eyes:	<u>Acute</u> : severe irritation, intense tearing, burns. <u>Chronic</u> : possible blindness when exposure is prolonged.
Skin:	<u>Acute</u> : removes natural skin oils, blotches, itching and superficial burns in case of sweating. <u>Chronic</u> : no known effects.
Ingestion:	<u>Acute</u> : sore throat, stomach aches, cramps, diarrhea, vomiting. <u>Chronic</u> : no known effects.

Treatments:

Inhalation:	Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped, give artificial respiration.
Eyes:	Immediately flush eyes with large amounts of water for at least 15 minutes. Pull back the eyelid to make sure all the lime dust has been washed out. Seek medical attention immediately. Do not rub eyes.
Skin:	Flush exposed area with large amounts of water. Seek medical attention immediately.
Ingestion:	Give large quantities of water or fruit juice. Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth if victim is rapidly losing consciousness or is unconscious or convulsing.

Product Name:	HIGH CALCIUM QUICKLIME (continued)
5. FIRE FIGHTING MEASURES	
Flash point:	Non-flammable
Autoignition temperature:	Non-flammable
Inflammability limits:	None
Explosion risk:	None by itself, but heat produced by reaction with strong acids can generate steam and pressure
Hazardous combustion products:	None
Extinguishing media:	Use dry chemical fire extinguisher. Do not use water or halogenated compounds, except that large amounts of water may be used to deluge small quantities of High Calcium Quicklime. Use appropriate extinguishing media for surrounding fire conditions.
Fire fighting instructions:	Keep personnel away from and upwind of fire. Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (self-contained breathing apparatus).
6. ACCIDENT PREVENTION MEASURES	
Individual and collective precautions:	Avoid creating conditions which release dust – use mechanical ventilation to remove dust from work spaces
Avoid inhalation of dust:	Wear respiratory protection - minimum NIOSH N-95 Dust Mask
Cleaning methods for spills:	Use personal protective equipment (eyes, skin and inhalation, see Section 8). Use dry methods (vacuuming, sweeping) to collect spilled materials. Avoid generating dust. For large spills, evacuate area downwind of clean-up area operations to minimize dust exposure. For small spills, store spilled materials in dry, sealed plastic or metal containers. Dust residue on surfaces may be washed with water.
Precautions for the protection of the environment:	May not be released into surface waters without controls (increases pH)
Waste Disposal:	Dispose according to federal, provincial/state and local environmental regulations
7. HANDLING AND STORAGE	
Handling:	In open air or in ventilated places, avoid skin and eye contact, avoid creating airborne dust
Storage:	Store in dry places sheltered from humidity. Keep away from acids and incompatible substances Keep out of reach of children

Product Name:	HIGH CALCIUM QUICKLIME (continued)
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8. EXPOSURE CONTROL / PERSONAL PROTECTION

Exposure Limits:	Calcium oxide: 5 mg/m ³ (OSHA); 2 mg/m ³ (ACGIH, O. Reg. 833)); Magnesium oxide: 15 mg/m ³ (OSHA); 10 mg/m ³ (ACGIH, O. Reg. 833) Silica (crystalline quartz): 10 mg/m ³ (total dust); 3.3 mg/m ³ (respirable) (OSHA); 0.05 mg/m ³ (respirable - ACGIH); 0.1 mg/m ³ (O. Reg 845)
Engineering Controls:	Use ventilation and dust collection to control exposure to below applicable limits.
Respiratory Protection:	Wear NIOSH N-95 Dust Mask.
Eye Protection:	Eye protection (chemical goggles, safety glasses and/or face shield) should be worn where there is a risk of lime exposure. Contact lenses should not be worn when working with lime products
Hand Protection:	Use clean dry gloves
Skin Protection:	Cover body with suitable clothes (long sleeves shirts and trousers). Use over the ankle waterproof caustic resistant footwear
	Refer to Ontario Regulation 845: Designated Substance – Silica.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical State:	Solid
Odor & Appearance:	Odorless, white powder
pH:	12.4 in saturated water solution at 25°C
Melting point:	2580°C
Boiling point:	2850°C
Vapor pressure:	Non volatile
Vapor density:	Non volatile
Density:	3.34 g/cc
Solubility:	Reacts with water to produce Ca(OH) ₂ with large amounts of heat. Soluble in acids, glycerin and sugar solutions

10. STABILITY AND REACTIVITY

Stability:	Reacts with water to form Ca(OH) ₂ and heat.
Decomposition temperature:	None
Reactivity:	Reacts with acids to form calcium salts while generating heat. Reacts with carbon dioxide in air to form calcium carbonate.
Conditions to avoid:	Vicinity of incompatible materials
Incompatible materials:	Acids; reactive fluoridated, brominated or phosphorous compounds; aluminum (may form hydrogen gas), reactive powdered metals; organic acid anhydrides; nitro-organic compounds; interhalogenated compounds
Hazardous decomposition products:	None

Product Name:	HIGH CALCIUM QUICKLIME (continued)
11. TOXICOLOGICAL INFORMATION	
Toxicity:	This product is not listed by MSHA, OSHA, or IARC as a carcinogen, but this product may contain crystalline silica, which has been classified by IARC as (Group I) carcinogenic to humans when inhaled in the form of quartz or cristobalite. No reported Carcinogenicity, Reproductive Effects, Teratogenicity or Mutagenicity.
Exposure Limits:	Refer to Section 8
Irritancy:	Can cause severe irritation of eyes, skin, respiratory tract and gastrointestinal tract.
Chronic Exposure:	Inhalation of silica can cause a chronic lung disorder, silicosis.
12. ECOLOGICAL INFORMATION	
Alkaline substance that increases pH to a maximum of 12.4 in a saturated water solution at 25°C Calcium oxide gradually reacts with CO ₂ in air to form calcium carbonate (CaCO ₃) Calcium carbonate is ecologically neutral Uncontrolled spillage in surface waters should be avoided since the increase pH could be detrimental to fish Harmful to aquatic life in high concentration	
13. DISPOSAL CONSIDERATIONS	
Dispose according to federal, provincial/state and local environmental regulations.	
14. TRANSPORTATION INFORMATION	
Classification:	TDG Not listed for ground transportation HMR Not listed for ground transportation
TDG: Transportation of Dangerous Goods Regulation (CAN) HMR: Hazardous Materials Regulation (USA)	

Product Name:

HIGH CALCIUM QUICKLIME (continued)

15. REGULATORY INFORMATION

Symbol:

WHMIS RATING

D2A, E

NFPA RATING

HEALTH - 3 SPECIFIC HAZARD - ALK FLASH POINTS - 0 REACTIVITY - 1

HMIS RATING

HEALTH - 2 SPECIFIC HAZARD - ALK FLASH POINTS - 0 REACTIVITY - 1

Risk Phases:

Risk of serious damage to the eyes

Keep out of reach of children

Safety Phases:

Keep storage container away from humidity

Avoid contact with skin and eyes. In case of contact with eyes, rinse immediately with water for at least 15 minutes

CPR (Canada):

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulation (CPR) of Canada and this MSDS contains all information required by the CPR.

16. MISCELLANEOUS OTHER INFORMATION

Lime dust can be removed from objects (such as vehicles) using rags dampened with dilute vinegar. After applying dilute vinegar, vehicles (especially chrome surfaces) must be washed with water.

The information contained herein is believed to be accurate and reliable as of the date hereof. However, Carmeuse makes no representation, warranty or guarantee as to results or as to the information's accuracy, reliability or completeness. Carmeuse has no liability for any loss or damage that may result from use of the information. Each user is responsible to review this information, satisfy itself as to the information's suitability and completeness, and circulate the information to its employees, customers and other appropriate third parties.

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

TO: The Honorable Mayor and Members of the City Council

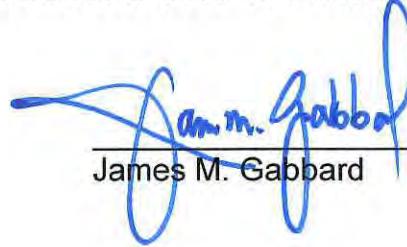
FROM: James M. Gabbard, City Manager

DATE: August 10, 2009

SUBJECT: RENEWAL OF BID NO. 240-09/JV – ANNUAL STREET AND PARKING LOT RESURFACNG PROGRAM ANNUAL CONTRACT

Attached is a memorandum from Don Dexter, dated August 5, 2010, which provides background information and a recommendation on the above-referenced bid.

It is the recommendation of the City Manager's Office that Council approve the Renewal of Bid No. 240-09/JV, Annual Street and Parking Lot Resurfacing Program Annual Contract, to Ranger Construction Industries, Inc., in the amount of \$500,000.00. Funding will be from Account No. 304.9900.541.665002 for City streets and from Account No. 603.3307.539.605001 for roads to be resurfaced in Crestlawn Cemetery.


James M. Gabbard

:jav
Attachments

xc: Monte Falls
Don Dexter
Stephen Maillet

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DEPARTMENTAL CORRESPONDENCE

TO: James M. Gabbard, City Manager
DEPT: City Manager

VIA: Monte K. Falls, PE, Director
DEPT: Public Works *MKFALLS 8/5*

FROM: Donald H. Dexter, Jr., Manager
DEPT: Public Works *DHD*

DATE: August 5, 2010

RE: Renewal of Annual Street and Parking Lot Resurfacing Program Annual Contract
COVB Project #2007-07
Bid No. 240-09/JV

Recommendation:

- Place this item on the City Council's agenda for August 17, 2010;
- Renew the contract with Ranger Construction Industries, Inc. of Ft. Pierce, Florida in the amount of \$500,000 for the resurfacing of various streets and parking areas.

Funding:

Funding for City streets will come from account no. 304.9900.541.665002 which has \$519,770.00 budgeted. We have also programmed resurfacing of the roads in Crestlawn Cemetery which will be funded from a cemetery capital account 603.3307.539.605001 in the amount of approximately \$50,000.

Background:

On June 16, 2009 the City Council awarded the referenced contract to Ranger Construction Industries, Inc (RCI) with an option to renew after 1 year. We have received a letter from RCI (attached) requesting the renewal with the same terms and unit prices for an additional year.

This past year RCI satisfactorily completed \$541,291.92 of work and we recommend renewal of the contract.

Cc: Steve Maillet, Finance Director
John O'Brien, Purchasing Manager
Ranger Construction Industries, Inc.

Attachment

DHD:MKF/ntn



June 30, 2010

**City of Vero Beach Public Works
Monte Falls, Public Works Director
3405 Airport West Drive
Vero Beach, FL 32960**

**RE: Street and Parking Lot Resurfacing Program Annual Contract
COVB Project No.: 2007-07; RCI Job No.: 320-0055**

Dear Mr. Falls:

Please let this letter serve as Ranger Construction Industries, Inc. (RCI) interest in renewing the above referenced contract currently in place with the City of Vero Beach.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Schaefer'. Below the signature, the name 'Bob Schaefer' is printed in a small, sans-serif font, followed by 'Vice President' in a slightly smaller font.

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

TO: The Honorable Mayor and Members of the City Council

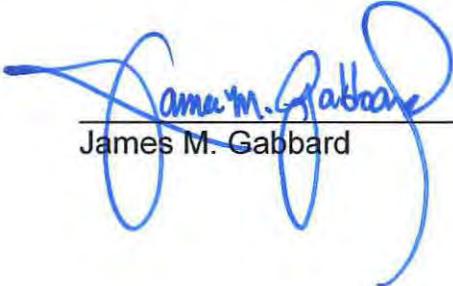
FROM: James M. Gabbard, City Manager

DATE: August 10, 2010

SUBJECT: AWARD OF BID NO. 270-10/JV – DISASTER DEBRIS REMOVAL CONTRACT

Attached is a memorandum from Don Dexter, dated August 9, 2010, which provides background information and a recommendation on the above-referenced bid.

It is the recommendation of the City Manager's Office that Council approve the Award of Bid No. 270-10/JV, for a Disaster Debris Removal Contract, to Unified Recovery Group, LLC of Baton Rouge, LA, and award a secondary contract to D&J Enterprises of Auburn, AL, in the event the primary contractor is not able to meet their contractual obligations. Unit prices and proposed quantities can be found on the attached spreadsheets, and the funding is explained in the attached back-up memo.



James M. Gabbard

:jav
Attachments

xc: Monte Falls
Don Dexter
Stephen Maillet

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DEPARTMENTAL CORRESPONDENCE

TO: James M. Gabbard, City Manager
DEPT: City Manager

VIA: Monte K. Falls, PE, Director
DEPT: Public Works *MKFALLS 8/10*

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

DATE: August 9, 2010

**RE: Disaster Debris Removal Contract
Recommendation of Award
Bid No. 270-10/JV**

Recommendation:

- Place this item on the City Council's agenda for August 17, 2010;
- Award the primary contract to Unified Recovery Group, LLC of Baton Rouge, LA;
- Award the secondary contract to D&J Enterprises of Auburn, AL in the event the primary contractor is not able to meet their contractual obligations.

Funding:

Funding for this contract would initially come from a City account established for the specific event with partial reimbursement from the Federal Emergency Management Agency (FEMA) and the State of Florida. The reimbursement is typically 87.5% of eligible costs but may vary due to regulations put in place by FEMA and the State for the particular event.

Background:

The purpose of this contract is for pre-event planning so that we have a competitively bid contract in place in case of an event that goes beyond the timely clean-up capabilities of our own staff and equipment. The contract will not be activated unless such an event takes place. Additionally, we have been notified by the Indian River County Landfill that if we experience an event like the 2004 hurricanes the landfill does not have the capacity for the construction and demolition (C&D) debris generated.

Therefore, we included items in this contract to provide disposal at the Okeechobee County landfill if necessary.

On July 1, 2010 we received seventeen (17) bids for the referenced contract. Of those, one bid was incomplete. As we progressed through the review process we looked at the overall bids and applied values (quantities) to those items that have been most common to the damage we experienced. We also reviewed the assets that the bidding companies can bring to our City as a result of a debris producing event.

In 2004 we removed approximately 275,000 cubic yards of vegetative debris and 2,000 cubic yards of C&D debris. In 2005 we removed approximately 20,000 cubic yards of vegetative debris and no recordable C&D debris. For the purpose of this review we applied 3 levels of damage. A small storm with 20,000 cubic yards of vegetative debris and 100 cubic yards of C&D hauled to the Okeechobee Landfill, a medium storm with 100,000 cubic yards of vegetative debris and 2,000 cubic yards of C&D with the C&D hauled to the Okeechobee landfill, and a large storm with 250,000 cubic yards of vegetative debris and 4,000 cubic yards of C&D also hauled to the Okeechobee Landfill.

After considering these factors, comparing the estimated cost for each level of debris and reviewing the contractors' ability to either supply their own equipment or sub-contractors to complete the clean-up work in a timely manner, we recommend the low bidder, Unified Recovery Group, LLC of Baton Rouge, Louisiana as the primary contractor. As a back-up to the primary contractor we recommend a secondary award to D&J Enterprises of Auburn, Alabama.

We have attached a copy of the bid tabulation with the unit prices and a comparison of bids with the applied factors (proposed quantities).

Attachments

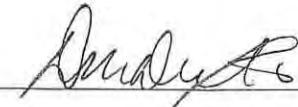
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DISASTER DEBRIS REMOVAL

PAY ITEM NO.	DESCRIPTION	UNIT	D&J Enterprises, Inc.	SRS, Inc.	Crowder Gulf	Unified Recovery Group, LLC	Bergeron Emergency Services	TFR Enterprises, Inc.	ATL Diversified Industries	DRC Emergency Services, LLC	South Florida Land Clearing, Inc.	Byrd Brothers Emergency Services LLC	Ceres Environmental	Asplundh Environmental Services, Inc.	AshBritt, Inc.	Mancil's Tractor Service, Inc.	Sunshine Land Design	Phillips & Jordan, Inc.	Michael's Tree & Loader Service LLC
			UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	UNIT COST	
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	\$ 5.90	\$ 6.83	\$ 7.00	\$ 6.00	\$ 6.25	\$ 7.50	\$ 8.25	\$ 6.42	\$ 7.50	\$ 7.85	\$ 7.97	\$ 7.40	\$ 8.95	\$ 11.00	\$ 15.24	\$ 9.50	\$ 8.50
2	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the Contractor.	CY	\$ 5.70	\$ 7.08	\$ 7.70	\$ 6.25	\$ 6.25	\$ 8.00	\$ 9.50	\$ 6.48	\$ 7.50	\$ 8.25	\$ 9.47	\$ 8.45	\$ 8.95	\$ 11.00	\$ 19.36	\$ 9.50	\$ 8.75
3	Unit Price for Mixed Debris Collection and Transportation to Indian River County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by IRC Landfill directly to the City.	CY	\$ 6.50	\$ 6.83	\$ 7.80	\$ 6.85	\$ 7.25	\$ 8.00	\$ 14.00	\$ 6.82	\$ 7.50	\$ 7.85	\$ 8.75	\$ 8.20	\$ 9.50	\$ 12.00	\$ 13.18	\$ 10.50	\$ 8.75
4	Unit Price for Construction and Demolition (C&D) Collection and Transportation to Indian River County Landfill. Costs associated with landfill disposal fees (tipping fees) will be billed by IRC Landfill directly to the City.	CY	\$ 6.50	\$ 6.83	\$ 7.80	\$ 6.50	\$ 7.25	\$ 8.00	\$ 15.00	\$ 7.38	\$ 8.28	\$ 8.25	\$ 8.90	\$ 8.20	\$ 9.50	\$ 12.00	\$ 13.18	\$ 10.50	\$ 9.00
5	Unit Price for Mixed Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill	CY	\$ 6.50	\$ 6.83	\$ 7.70	\$ 7.05	\$ 7.25	\$ 8.00	\$ 17.00	\$ 10.23	\$ 7.70	\$ 7.85	\$ 10.68	\$ 13.90	\$ 8.95	\$ 15.00	\$ 21.42	\$ 9.50	\$ 8.50
6	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill.	CY	\$ 6.50	\$ 6.83	\$ 7.70	\$ 7.05	\$ 7.25	\$ 8.00	\$ 17.00	\$ 10.23	\$ 7.70	\$ 7.85	\$ 10.68	\$ 13.90	\$ 8.95	\$ 15.00	\$ 21.42	\$ 9.50	\$ 8.50
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	\$ 6.50	\$ 6.83	\$ 7.70	\$ 7.00	\$ 7.25	\$ 8.00	\$ 9.50	\$ 10.87	\$ 8.28	\$ 8.25	\$ 10.68	\$ 13.90	\$ 8.95	\$ 15.00	\$ 19.36	\$ 9.50	\$ 8.75
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	\$ 6.00	\$ 6.83	\$ 6.30	\$ 7.25	\$ 39.68	\$ 4.50	\$ 5.00	\$ 5.62	\$ 18.11	\$ 4.50	\$ 7.25	\$ 6.85	\$ 6.25	\$ 10.00	\$ 19.36	\$ 6.50	\$ 8.35
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	\$ 6.00	\$ 6.83	\$ 6.30	\$ 7.25	\$ 39.68	\$ 4.50	\$ 5.50	\$ 5.82	\$ 18.63	\$ 4.50	\$ 7.25	\$ 10.15	\$ 6.95	\$ 10.00	\$ 19.36	\$ 6.50	\$ 8.35
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	\$ 6.00	\$ 4.95	\$ 3.90	\$ 2.85	\$ 3.50	\$ 5.10	\$ 3.50	\$ 4.24	\$ 7.50	\$ 4.50	\$ 5.19	\$ 6.10	\$ 6.25	\$ 5.00	\$ 8.24	\$ 10.00	\$ 3.50
11	Unit Price for Providing Air Curtain and Burning Vegetative Debris at City's or Contractor's site(s).	CY	\$ 1.60	\$ 1.77	\$ 1.75	\$ 1.35	\$ 1.85	\$ 2.00	\$ 4.75	\$ 1.74	\$ 8.54	\$ 2.75	\$ 1.60	\$ 2.10	\$ 3.75	\$ 3.00	\$ 4.12	\$ 2.00	\$ 1.75
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way	EA	\$ 25.00	\$ 19.95	\$ 35.00	\$ 55.00	\$ 5.00	\$ 95.00	\$ 155.00	\$ 68.00	\$ 98.33	\$ 40.00	\$ 14.95	\$ 55.00	\$ 115.00	\$ 125.00	\$ 154.50	\$ 20.00	\$ 74.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.	EA	\$ 275.00	\$ 150.00	\$ 200.00	\$ 150.00	\$ 500.00	\$ 125.00	\$ 375.00	\$ 92.00	\$ 129.38	\$ 125.00	\$ 250.00	\$ 523.00	\$ 225.00	\$ 750.00	\$ 257.50	\$ 250.00	\$ 325.00
a.	24" to 48" Diameter	EA	\$ 450.00	\$ 350.00	\$ 400.00	\$ 275.00	\$ 800.00	\$ 200.00	\$ 575.00	\$ 164.00	\$ 501.98	\$ 175.00	\$ 350.00	\$ 1,329.00	\$ 395.00	\$ 1,000.00	\$ 494.40	\$ 400.00	\$ 650.00
b.	48" Diameter and Larger	EA	\$ 125.00	\$ 175.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 125.00	\$ 185.00	\$ 242.00	\$ 357.00	\$ 385.00	\$ 295.00	\$ 500.00	\$ 485.00	\$ 715.00	\$ 257.50	\$ 800.00	\$ 535.00
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	Barrel	\$ 300.00	\$ 100.00	\$ 500.00	\$ 250.00	\$ 125.00	\$ 185.00	\$ 242.00	\$ 357.00	\$ 385.00	\$ 295.00	\$ 500.00	\$ 485.00	\$ 715.00	\$ 257.50	\$ 800.00	\$ 535.00	
15	Hazardous Waste Removal, Transport and Disposal	LB	\$ 10.00	\$ 12.00	\$ 10.00	\$ 8.00	\$ 500.00	\$ 9.00	\$ 3.75	\$ 185.00	\$ 38.00	\$ 7.00	\$ 11.99	\$ 100.00	\$ 25.00	\$ 10.00	\$ 20.60	\$ 45.00	\$ 58.50
16	Bio-Hazardous Waste Removal, Transport and Disposal	LB	\$ 5.00	\$ 1.00	\$ 0.50	\$ 1.75	\$ 8.50	\$ 6.00	\$ 2.50	\$ 3.92	See Variances	\$ 2.85	\$ 1.99	\$ 1.00	\$ 3.25	\$ 3.00	\$ 10.30	\$ 12.00	\$ 3.75
17	Dead Animal Collection, Transport and Disposal	EA	\$ 75.00	\$ 45.00	\$ 65.00	\$ 35.00	\$ 65.00	\$ 75.00	\$ 55.00	\$ 62.00	\$ 51.75	\$ 115.00	\$ 55.00	\$ 125.00	\$ 75.00	\$ 50.00	\$ 25.75	\$ 85.00	\$ 65.00
TOTAL BID =			\$ 1,324.20	\$ 916.53	\$ 1,377.35	\$ 890.10	\$ 2,481.56	\$ 916.55	\$ 1,603.25	\$ 982.96	\$ 1,393.46	\$ 1,042.15	\$ 1,199.24	\$ 2,896.20	\$ 1,680.20	\$ 3,260.00	\$ 2,049.05	\$ 1,849.20	\$ 2,153.95

** Bid non-responsive to due absence of Bid Bond



				D&J Enterprises, Inc.		SRS, Inc.		Crowder Gulf		Unified Recovery Group, LLC		Bergeron Emergency Services		TFR Enterprises, Inc.		ATL Diversified Industries		DRC Emergency Services, LLC	
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	20,000	\$ 5.90	\$ 118,000.00	\$ 6.83	\$ 136,600.00	\$ 7.00	\$ 140,000.00	\$ 6.00	\$ 120,000.00	\$ 6.25	\$ 125,000.00	\$ 7.50	\$ 150,000.00	\$ 8.25	\$ 165,000.00	\$ 6.42	\$ 128,400.00
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	100	\$ 6.00	\$ 600.00	\$ 6.83	\$ 683.00	\$ 6.30	\$ 630.00	\$ 7.25	\$ 725.00	\$ 39.68	\$ 3,968.00	\$ 4.50	\$ 450.00	\$ 5.00	\$ 500.00	\$ 5.62	\$ 562.00
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	100	\$ 6.00	\$ 600.00	\$ 6.83	\$ 683.00	\$ 6.30	\$ 630.00	\$ 7.25	\$ 725.00	\$ 39.68	\$ 3,968.00	\$ 4.50	\$ 450.00	\$ 5.50	\$ 550.00	\$ 5.82	\$ 582.00
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	20,000	\$ 2.00	\$ 40,000.00	\$ 1.97	\$ 39,400.00	\$ 2.90	\$ 58,000.00	\$ 2.00	\$ 40,000.00	\$ 1.85	\$ 37,000.00	\$ 2.95	\$ 59,000.00	\$ 5.00	\$ 100,000.00	\$ 2.42	\$ 48,400.00
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	5,000	\$ 6.00	\$ 30,000.00	\$ 4.95	\$ 24,750.00	\$ 3.90	\$ 19,500.00	\$ 2.85	\$ 14,250.00	\$ 3.50	\$ 17,500.00	\$ 5.10	\$ 25,500.00	\$ 3.50	\$ 17,500.00	\$ 4.24	\$ 21,200.00
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way	EA	200	\$ 25.00	\$ 5,000.00	\$ 19.95	\$ 3,990.00	\$ 35.00	\$ 7,000.00	\$ 55.00	\$ 11,000.00	\$ 5.00	\$ 1,000.00	\$ 95.00	\$ 19,000.00	\$ 155.00	\$ 31,000.00	\$ 68.00	\$ 13,600.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																		
a. 24" to 48" Diameter		EA	20	\$ 275.00	\$ 5,500.00	\$ 150.00	\$ 3,000.00	\$ 200.00	\$ 4,000.00	\$ 150.00	\$ 3,000.00	\$ 500.00	\$ 10,000.00	\$ 125.00	\$ 2,500.00	\$ 375.00	\$ 7,500.00	\$ 92.00	\$ 1,840.00
b. 48" Diameter and Larger		EA	10	\$ 450.00	\$ 4,500.00	\$ 350.00	\$ 3,500.00	\$ 400.00	\$ 4,000.00	\$ 275.00	\$ 2,750.00	\$ 800.00	\$ 8,000.00	\$ 200.00	\$ 2,000.00	\$ 575.00	\$ 5,750.00	\$ 164.00	\$ 1,640.00
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	EA	10	\$ 125.00	\$ 1,250.00	\$ 175.00	\$ 1,750.00	\$ 100.00	\$ 1,000.00	\$ 55.00	\$ 550.00	\$ 225.00	\$ 2,250.00	\$ 215.00	\$ 2,150.00	\$ 155.00	\$ 1,550.00	\$ 98.00	\$ 980.00
TOTAL BID =					\$ 205,450.00		\$ 214,356.00		\$ 234,760.00		\$ 193,000.00		\$ 208,686.00		\$ 261,050.00		\$ 329,350.00		\$ 217,204.00

** Bid non-responsive due to absence of Bid Bond



				South Florida Land Clearing, Inc.		Byrd Brothers Emergency Services LLC		Ceres Environmental		Asplundh Environmental Services, Inc.		AshBritt, Inc.		Mancil's Tractor Service, Inc.		Sunshine Land Design		Phillips & Jordan, Inc.		**Michael's Tree & Loader Service LLC
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	20,000	\$ 7.50	\$ 150,000.00	\$ 7.85	\$ 157,000.00	\$7.97	\$ 159,400.00	\$7.40	\$ 148,000.00	\$ 8.95	\$ 179,000.00	\$ 11.00	\$ 220,000.00	\$ 15.24	\$ 304,800.00	\$ 9.50	\$ 190,000.00	\$ 8.50
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	100	\$ 18.11	\$ 1,811.00	\$ 4.50	\$ 450.00	\$7.25	\$ 725.00	\$6.85	\$ 685.00	\$ 6.25	\$ 625.00	\$ 10.00	\$ 1,000.00	\$ 19.36	\$ 1,936.00	\$ 6.50	\$ 650.00	\$ 8.35
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	100	\$ 18.63	\$ 1,863.00	\$ 4.50	\$ 450.00	\$7.25	\$ 725.00	\$10.15	\$ 1,015.00	\$ 6.95	\$ 695.00	\$ 10.00	\$ 1,000.00	\$ 19.36	\$ 1,936.00	\$ 6.50	\$ 650.00	\$ 8.35
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	20,000	\$ 8.80	\$ 176,000.00	\$ 2.75	\$ 55,000.00	\$2.57	\$ 51,400.00	\$1.95	\$ 39,000.00	\$ 3.95	\$ 79,000.00	\$ 3.00	\$ 60,000.00	\$ 6.18	\$ 123,600.00	\$ 3.20	\$ 64,000.00	\$ 3.50
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	5,000	\$ 7.50	\$ 37,500.00	\$ 4.50	\$ 22,500.00	\$5.19	\$ 25,950.00	\$6.10	\$ 30,500.00	\$ 6.25	\$ 31,250.00	\$ 5.00	\$ 25,000.00	\$ 8.24	\$ 41,200.00	\$ 10.00	\$ 50,000.00	\$ 3.50
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way.	EA	200	\$ 98.33	\$ 19,666.00	\$ 40.00	\$ 8,000.00	\$14.95	\$ 2,990.00	\$55.00	\$ 11,000.00	\$ 115.00	\$ 23,000.00	\$ 125.00	\$ 25,000.00	\$ 154.50	\$ 30,900.00	\$ 20.00	\$ 4,000.00	\$ 74.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																			
a. 24" to 48" Diameter	EA	20	\$ 129.38	\$ 2,587.60	\$ 125.00	\$ 2,500.00	\$250.00	\$ 5,000.00	\$523.00	\$ 10,460.00	\$ 225.00	\$ 4,500.00	\$ 750.00	\$ 15,000.00	\$ 257.50	\$ 5,150.00	\$ 250.00	\$ 5,000.00	\$ 325.00	
b. 48" Diameter and Larger	EA	10	\$ 501.98	\$ 5,019.80	\$ 175.00	\$ 1,750.00	\$350.00	\$ 3,500.00	\$1,329.00	\$ 13,290.00	\$ 395.00	\$ 3,950.00	\$ 1,000.00	\$ 10,000.00	\$ 494.40	\$ 4,944.00	\$ 400.00	\$ 4,000.00	\$ 650.00	
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	EA	10	\$ 108.68	\$ 1,086.80	\$ 125.00	\$ 1,250.00	\$140.00	\$ 1,400.00	\$176.00	\$ 1,760.00	\$ 275.00	\$ 2,750.00	\$ 500.00	\$ 5,000.00	\$ 669.50	\$ 6,695.00	\$ 150.00	\$ 1,500.00	\$ 365.00
TOTAL BID =				\$ 395,534.20		\$ 248,900.00		\$ 251,090.00		\$ 255,710.00		\$ 324,770.00		\$ 362,000.00		\$ 521,161.00		\$ 319,800.00		

** Bid non-responsive due to absence of Bid Bond

DISASTER DEBRIS REMOVAL - MEDIUM STORM

				D&J Enterprises, Inc.		SRS, Inc.		Crowder Gulf		Unified Recovery Group, LLC		Bergeron Emergency Services		TFR Enterprises, Inc.		ATL Diversified Industries		DRC Emergency Services, LLC		South Florida Land Clearing, Inc.	
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	100,000	\$ 5.90	\$ 590,000.00	\$6.83	\$ 683,000.00	\$7.00	\$ 700,000.00	\$ 6.00	\$ 600,000.00	\$ 6.25	\$ 625,000.00	\$ 7.50	\$ 750,000.00	\$ 8.25	\$ 825,000.00	\$ 6.42	\$ 642,000.00	\$ 7.50	\$ 750,000.00
5	Unit Price for Mixed Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill	CY	2,000	\$ 6.50	\$ 13,000.00	\$6.83	\$ 13,660.00	\$7.70	\$ 15,400.00	\$ 7.05	\$ 14,100.00	\$ 7.25	\$ 14,500.00	\$ 8.00	\$ 16,000.00	\$ 17.00	\$ 34,000.00	\$ 10.23	\$ 20,460.00	\$ 7.70	\$ 15,400.00
6	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill.	CY	2,000	\$ 6.50	\$ 13,000.00	\$6.83	\$ 13,660.00	\$7.70	\$ 15,400.00	\$ 7.00	\$ 14,000.00	\$ 7.25	\$ 14,500.00	\$ 8.00	\$ 16,000.00	\$ 9.50	\$ 19,000.00	\$ 10.87	\$ 21,740.00	\$ 8.28	\$ 16,560.00
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	2,000	\$ 6.00	\$ 12,000.00	\$6.83	\$ 13,660.00	\$6.30	\$ 12,600.00	\$ 7.25	\$ 14,500.00	\$ 39.68	\$ 79,360.00	\$ 4.50	\$ 9,000.00	\$ 5.00	\$ 10,000.00	\$ 5.62	\$ 11,240.00	\$ 18.11	\$ 36,220.00
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	2,000	\$ 6.00	\$ 12,000.00	\$6.83	\$ 13,660.00	\$6.30	\$ 12,600.00	\$ 7.25	\$ 14,500.00	\$ 39.68	\$ 79,360.00	\$ 4.50	\$ 9,000.00	\$ 5.50	\$ 11,000.00	\$ 5.82	\$ 11,640.00	\$ 18.63	\$ 37,260.00
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	100,000	\$ 2.00	\$ 200,000.00	\$1.97	\$ 197,000.00	\$2.90	\$ 290,000.00	\$ 2.00	\$ 200,000.00	\$ 1.85	\$ 185,000.00	\$ 2.95	\$ 295,000.00	\$ 5.00	\$ 500,000.00	\$ 2.42	\$ 242,000.00	\$ 8.80	\$ 880,000.00
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	25,000	\$ 6.00	\$ 150,000.00	\$4.95	\$ 123,750.00	\$3.90	\$ 97,500.00	\$ 2.85	\$ 71,250.00	\$ 3.50	\$ 87,500.00	\$ 5.10	\$ 127,500.00	\$ 3.50	\$ 87,500.00	\$ 4.24	\$ 106,000.00	\$ 7.50	\$ 187,500.00
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way.	EA	200	\$ 25.00	\$ 5,000.00	\$19.95	\$ 3,990.00	\$35.00	\$ 7,000.00	\$ 55.00	\$ 11,000.00	\$ 5.00	\$ 1,000.00	\$ 95.00	\$ 19,000.00	\$155.00	\$ 31,000.00	\$ 68.00	\$ 13,600.00	\$ 98.33	\$ 19,666.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																				
a.	24" to 48" Diameter	EA	50	\$ 275.00	\$ 13,750.00	\$150.00	\$ 7,500.00	\$200.00	\$ 10,000.00	\$ 150.00	\$ 7,500.00	\$ 500.00	\$ 25,000.00	\$ 125.00	\$ 6,250.00	\$375.00	\$ 18,750.00	\$ 92.00	\$ 4,600.00	\$ 129.38	\$ 6,469.00
b.	48" Diameter and Larger	EA	25	\$ 450.00	\$ 11,250.00	\$350.00	\$ 8,750.00	\$400.00	\$ 10,000.00	\$ 275.00	\$ 6,875.00	\$ 800.00	\$ 20,000.00	\$ 200.00	\$ 5,000.00	\$575.00	\$ 14,375.00	\$ 164.00	\$ 4,100.00	\$ 501.98	\$ 12,549.50
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	EA	20	\$ 125.00	\$ 2,500.00	\$175.00	\$ 3,500.00	\$100.00	\$ 2,000.00	\$ 55.00	\$ 1,100.00	\$ 225.00	\$ 4,500.00	\$ 215.00	\$ 4,300.00	\$155.00	\$ 3,100.00	\$ 98.00	\$ 1,960.00	\$ 108.68	\$ 2,173.60
15	Hazardous Waste Removal, Transport and Disposal	Barrel	50	\$ 300.00	\$ 15,000.00	\$100.00	\$ 5,000.00	\$500.00	\$ 25,000.00	\$ 250.00	\$ 12,500.00	\$ 250.00	\$ 12,500.00	\$ 125.00	\$ 6,250.00	\$185.00	\$ 9,250.00	\$ 242.00	\$ 12,100.00	\$ 357.00	\$ 17,850.00
16	Bio-Hazardous Waste Removal, Transport and Disposal	LB	50	\$ 10.00	\$ 500.00	\$12.00	\$ 600.00	\$10.00	\$ 500.00	\$ 8.00	\$ 400.00	\$ 500.00	\$ 25,000.00	\$ 9.00	\$ 450.00	\$ 3.75	\$ 187.50	\$ 185.00	\$ 9,250.00	\$ 38.00	\$ 1,900.00
18	White Goods Collection, Transport and Disposal	EA	10	\$ 75.00	\$ 750.00	\$45.00	\$ 450.00	\$65.00	\$ 350.00	\$ 65.00	\$ 650.00	\$ 75.00	\$ 750.00	\$ 55.00	\$ 550.00	\$ 62.00	\$ 620.00	\$ 51.75	\$ 517.50		
TOTAL BID =					\$ 1,038,750.00		\$ 1,086,180.00		\$ 1,198,650.00		\$ 968,075.00		\$ 1,173,870.00		\$ 1,264,500.00		\$ 1,563,712.50		\$ 1,101,310.00		\$ 1,984,065.60

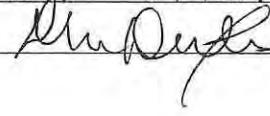
** Bid non-responsive due to absence of Bid Bond

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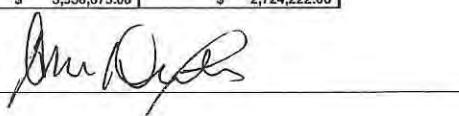
DISASTER DEBRIS REMOVAL - MEDIUM STORM

				Byrd Brothers Emergency Services LLC		Ceres Environmental		Asplundh Environmental Services, Inc.		AshBritt, Inc.		Mancil's Tractor Service, Inc.		Sunshine Land Design		Phillips & Jordan, Inc.		**Michael's Tree & Loader Service LLC
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	100,000	\$ 7.85	\$ 785,000.00	\$7.97	\$ 797,000.00	\$7.40	\$ 740,000.00	\$ 8.95	\$ 895,000.00	\$ 11.00	\$ 1,100,000.00	\$ 15.24	\$ 1,524,000.00	\$ 9.50	\$ 950,000.00	\$ 8.50
5	Unit Price for Mixed Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill	CY	2,000	\$ 7.85	\$ 15,700.00	\$10.68	\$ 21,360.00	\$13.90	\$ 27,800.00	\$ 8.95	\$ 17,900.00	\$ 15.00	\$ 30,000.00	\$ 21.42	\$ 42,840.00	\$ 9.50	\$ 19,000.00	\$ 8.50
6	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill.	CY	2,000	\$ 8.25	\$ 16,500.00	\$10.68	\$ 21,360.00	\$13.90	\$ 27,800.00	\$ 8.95	\$ 17,900.00	\$ 15.00	\$ 30,000.00	\$ 19.36	\$ 38,720.00	\$ 9.50	\$ 19,000.00	\$ 8.75
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	2,000	\$ 4.50	\$ 9,000.00	\$7.25	\$ 14,500.00	\$6.85	\$ 13,700.00	\$ 6.25	\$ 12,500.00	\$ 10.00	\$ 20,000.00	\$ 19.36	\$ 38,720.00	\$ 6.50	\$ 13,000.00	\$ 8.35
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	2,000	\$ 4.50	\$ 9,000.00	\$7.25	\$ 14,500.00	\$10.15	\$ 20,300.00	\$ 6.95	\$ 13,900.00	\$ 10.00	\$ 20,000.00	\$ 19.36	\$ 38,720.00	\$ 6.50	\$ 13,000.00	\$ 8.35
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	100,000	\$ 2.75	\$ 275,000.00	\$2.57	\$ 257,000.00	\$1.95	\$ 195,000.00	\$ 3.95	\$ 395,000.00	\$ 3.00	\$ 300,000.00	\$ 6.18	\$ 618,000.00	\$ 3.20	\$ 320,000.00	\$ 3.50
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	25,000	\$ 4.50	\$ 112,500.00	\$5.19	\$ 129,750.00	\$6.10	\$ 152,500.00	\$ 6.25	\$ 156,250.00	\$ 5.00	\$ 125,000.00	\$ 8.24	\$ 206,000.00	\$ 10.00	\$ 250,000.00	\$ 3.50
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way.	EA	200	\$ 40.00	\$ 8,000.00	\$14.95	\$ 2,990.00	\$55.00	\$ 11,000.00	\$ 115.00	\$ 23,000.00	\$ 125.00	\$ 25,000.00	\$ 154.50	\$ 30,900.00	\$ 20.00	\$ 4,000.00	\$ 74.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																	
a. 24" to 48" Diameter		EA	50	\$ 125.00	\$ 6,250.00	\$250.00	\$ 12,500.00	\$523.00	\$ 26,150.00	\$ 225.00	\$ 11,250.00	\$ 750.00	\$ 37,500.00	\$ 257.50	\$ 12,875.00	\$ 250.00	\$ 12,500.00	\$ 325.00
b. 48" Diameter and Larger		EA	25	\$ 175.00	\$ 4,375.00	\$350.00	\$ 8,750.00	\$1,329.00	\$ 33,225.00	\$ 395.00	\$ 9,875.00	\$ 1,000.00	\$ 25,000.00	\$ 494.40	\$ 12,360.00	\$ 400.00	\$ 10,000.00	\$ 650.00
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	EA	20	\$ 125.00	\$ 2,500.00	\$140.00	\$ 2,800.00	\$176.00	\$ 3,520.00	\$ 275.00	\$ 5,500.00	\$ 500.00	\$ 10,000.00	\$ 669.50	\$ 13,390.00	\$ 150.00	\$ 3,000.00	\$ 365.00
15	Hazardous Waste Removal, Transport and Disposal	Barrel	50	\$ 385.00	\$ 19,250.00	\$295.00	\$ 14,750.00	\$500.00	\$ 25,000.00	\$ 485.00	\$ 24,250.00	\$ 715.00	\$ 35,750.00	\$ 257.50	\$ 12,875.00	\$ 800.00	\$ 40,000.00	\$ 535.00
16	Bio-Hazardous Waste Removal, Transport and Disposal	LB	50	\$ 7.00	\$ 350.00	\$11.99	\$ 599.50	\$100.00	\$ 5,000.00	\$ 25.00	\$ 1,250.00	\$ 10.00	\$ 500.00	\$ 20.60	\$ 1,030.00	\$ 45.00	\$ 2,250.00	\$ 58.50
18	White Goods Collection, Transport and	EA	10	\$ 115.00	\$ 1,150.00	\$55.00	\$ 550.00	\$125.00	\$ 1,250.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00	\$ 25.75	\$ 257.50	\$ 85.00	\$ 850.00	\$ 65.00
TOTAL BID =					\$ 1,264,575.00		\$ 1,298,409.50		\$ 1,282,245.00		\$ 1,584,325.00		\$ 1,759,250.00		\$ 2,590,687.50		\$ 1,656,600.00	

** Bid non-responsive due to absence of Bid Bond

				D&J Enterprises, Inc.		SRS, Inc.		Crowder Gulf		Unified Recovery Group, LLC		Bergeron Emergency Services		TFR Enterprises, Inc.		ATL Diversified Industries		DRC Emergency Services, LLC		
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	250,000	\$ 5.90	\$ 1,475,000.00	\$6.83	\$ 1,707,500.00	\$7.00	\$ 1,750,000.00	\$ 6.00	\$ 1,500,000.00	\$ 6.25	\$ 1,562,500.00	\$ 7.50	\$ 1,875,000.00	\$ 8.25	\$ 2,062,500.00	\$ 6.42	\$ 1,605,000.00	
5	Unit Price for Mixed Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill	CY	4,000	\$ 6.50	\$ 26,000.00	\$6.83	\$ 27,320.00	\$7.70	\$ 30,800.00	\$ 7.05	\$ 28,200.00	\$ 7.25	\$ 29,000.00	\$ 8.00	\$ 32,000.00	\$ 17.00	\$ 68,000.00	\$ 10.23	\$ 40,920.00	
6	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill.	CY	4,000	\$ 6.50	\$ 26,000.00	\$6.83	\$ 27,320.00	\$7.70	\$ 30,800.00	\$ 7.00	\$ 28,000.00	\$ 7.25	\$ 29,000.00	\$ 8.00	\$ 32,000.00	\$ 9.50	\$ 38,000.00	\$ 10.87	\$ 43,480.00	
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	4,000	\$ 6.00	\$ 26,000.00	\$6.83	\$ 27,320.00	\$7.70	\$ 30,800.00	\$ 7.00	\$ 28,000.00	\$ 7.25	\$ 29,000.00	\$ 8.00	\$ 32,000.00	\$ 9.50	\$ 38,000.00	\$ 10.87	\$ 43,480.00	
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	4,000	\$ 6.00	\$ 24,000.00	\$6.83	\$ 27,320.00	\$6.30	\$ 25,200.00	\$ 7.25	\$ 29,000.00	\$ 39.68	\$ 158,720.00	\$ 4.50	\$ 18,000.00	\$ 5.00	\$ 20,000.00	\$ 5.62	\$ 22,480.00	
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	250,000	\$ 2.00	\$ 500,000.00	\$1.97	\$ 492,500.00	\$2.90	\$ 725,000.00	\$ 2.00	\$ 500,000.00	\$ 1.85	\$ 462,500.00	\$ 2.95	\$ 737,500.00	\$ 5.00	\$ 1,250,000.00	\$ 2.42	\$ 605,000.00	
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor	CY	62,500	\$ 6.00	\$ 375,000.00	\$4.95	\$ 309,375.00	\$3.90	\$ 243,750.00	\$ 2.85	\$ 178,125.00	\$ 3.50	\$ 218,750.00	\$ 5.10	\$ 318,750.00	\$ 3.50	\$ 218,750.00	\$ 4.24	\$ 265,000.00	
11	Unit Price for Providing Air Curtain and Burning Vegetative Debris at City's or Contractor's site(s).	CY	25,000	\$ 1.60	\$ 40,000.00	\$1.77	\$ 44,250.00	\$1.75	\$ 43,750.00	\$ 1.35	\$ 33,750.00	\$ 1.85	\$ 46,250.00	\$ 2.00	\$ 50,000.00	\$ 4.75	\$ 118,750.00	\$ 1.74	\$ 43,500.00	
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way	EA	500	\$ 25.00	\$ 12,500.00	\$19.95	\$ 9,975.00	\$36.00	\$ 17,500.00	\$ 55.00	\$ 27,500.00	\$ 5.00	\$ 2,500.00	\$ 95.00	\$ 47,500.00	\$ 155.00	\$ 77,500.00	\$ 68.00	\$ 34,000.00	
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																			
a. 24" to 48" Diameter		EA	75	\$ 275.00	\$ 20,625.00	\$150.00	\$ 11,250.00	\$200.00	\$ 15,000.00	\$ 150.00	\$ 11,250.00	\$ 500.00	\$ 37,500.00	\$ 125.00	\$ 9,375.00	\$ 375.00	\$ 28,125.00	\$ 92.00	\$ 6,900.00	
b. 48" Diameter and Larger		EA	40	\$ 450.00	\$ 18,000.00	\$350.00	\$ 14,000.00	\$400.00	\$ 16,000.00	\$ 275.00	\$ 11,000.00	\$ 800.00	\$ 32,000.00	\$ 200.00	\$ 8,000.00	\$ 575.00	\$ 23,000.00	\$ 164.00	\$ 6,560.00	
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.		EA	50	\$ 125.00	\$ 6,250.00	\$175.00	\$ 8,750.00	\$100.00	\$ 5,000.00	\$ 55.00	\$ 2,750.00	\$ 225.00	\$ 11,250.00	\$ 215.00	\$ 10,750.00	\$ 155.00	\$ 7,750.00	\$ 98.00	\$ 4,900.00
15	Hazardous Waste Removal, Transport and Disposal	Barrel	5	\$ 300.00	\$ 1,500.00	\$100.00	\$ 500.00	\$500.00	\$ 2,500.00	\$ 250.00	\$ 1,250.00	\$ 250.00	\$ 1,250.00	\$ 125.00	\$ 625.00	\$ 185.00	\$ 925.00	\$ 242.00	\$ 1,210.00	
16	Bio-Hazardous Waste Removal, Transport and Disposal	LB	100	\$ 10.00	\$ 1,000.00	\$12.00	\$ 1,200.00	\$10.00	\$ 1,000.00	\$ 8.00	\$ 800.00	\$ 500.00	\$ 50,000.00	\$ 9.00	\$ 900.00	\$ 3.75	\$ 375.00	\$ 185.00	\$ 18,500.00	
17	Dead Animal Collection, Transport and Disposal	LB	100	\$ 5.00	\$ 500.00	\$1.00	\$ 100.00	\$0.50	\$ 50.00	\$ 1.75	\$ 175.00	\$ 8.50	\$ 850.00	\$ 6.00	\$ 600.00	\$ 2.50	\$ 250.00	\$ 3.92	\$ 392.00	
18	White Goods Collection, Transport and Disposal	EA	50	\$ 75.00	\$ 3,750.00	\$45.00	\$ 2,250.00	\$65.00	\$ 3,250.00	\$ 35.00	\$ 1,750.00	\$ 65.00	\$ 3,250.00	\$ 75.00	\$ 3,750.00	\$ 55.00	\$ 2,750.00	\$ 62.00	\$ 3,100.00	
TOTAL BID =					\$ 2,554,125.00		\$ 2,710,930.00		\$ 2,934,800.00		\$ 2,382,550.00		\$ 2,804,040.00		\$ 3,162,750.00		\$ 3,938,675.00		\$ 2,724,222.00	

** Bid non-responsive due to absence of Bid Bond



				South Florida Land Clearing, Inc.		Byrd Brothers Emergency Services LLC		Ceres Environmental		Asplundh Environmental Services, Inc.		AshBritt, Inc.		Mancil's Tractor Service, Inc.		Sunshine Land Design		Phillips & Jordan, Inc.		**Michael's Tree & Loader Service LLC
PAY ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST
1	Unit Price for Vegetative Debris Collection and Transportation to debris staging area provided by the City.	CY	250,000	\$ 7.50	\$ 1,875,000.00	\$ 7.85	\$ 1,962,500.00	\$7.97	\$ 1,992,500.00	\$7.40	\$ 1,850,000.00	\$ 8.95	\$ 2,237,500.00	\$ 11.00	\$ 2,750,000.00	\$ 15.24	\$ 3,810,000.00	\$ 9.50	\$ 2,375,000.00	\$ 8.50
5	Unit Price for Mixed Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill	CY	4,000	\$ 7.70	\$ 30,800.00	\$ 7.85	\$ 31,400.00	\$10.68	\$ 42,720.00	\$13.90	\$ 55,600.00	\$ 8.95	\$ 35,800.00	\$ 15.00	\$ 60,000.00	\$ 21.42	\$ 85,680.00	\$ 9.50	\$ 38,000.00	\$ 8.50
6	Unit Price for Construction and Demolition (C&D) Debris Collection and Transportation to Contractor's staging area for transport to Okeechobee Landfill.	CY	4,000	\$ 8.28	\$ 33,120.00	\$ 8.25	\$ 33,000.00	\$10.68	\$ 42,720.00	\$13.90	\$ 55,600.00	\$ 8.95	\$ 35,800.00	\$ 15.00	\$ 60,000.00	\$ 19.36	\$ 77,440.00	\$ 9.50	\$ 38,000.00	\$ 8.75
7	Unit Price for Transport of Mixed Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	4,000	\$ 18.11	\$ 72,440.00	\$ 4.50	\$ 18,000.00	\$7.25	\$ 29,000.00	\$6.85	\$ 27,400.00	\$ 6.25	\$ 25,000.00	\$ 10.00	\$ 40,000.00	\$ 19.36	\$ 77,440.00	\$ 6.50	\$ 26,000.00	\$ 8.35
8	Unit Price for Transport of Construction and Demolition (C&D) Debris from Contractor's staging area to Okeechobee Landfill. Costs associated with landfill disposal fees (tipping fees) will be pass-through cost with the Contractor invoicing the City at actual cost without any additional fees.	CY	4,000	\$ 18.63	\$ 74,520.00	\$ 4.50	\$ 18,000.00	\$7.25	\$ 29,000.00	\$10.15	\$ 40,600.00	\$ 6.95	\$ 27,800.00	\$ 10.00	\$ 40,000.00	\$ 19.36	\$ 77,440.00	\$ 6.50	\$ 26,000.00	\$ 8.35
9	Unit Price for Vegetative Waste Consolidation (grinding & chipping) at City's or Contractor's site(s).	CY	250,000	\$ 8.80	\$ 2,200,000.00	\$ 2.75	\$ 687,500.00	\$2.57	\$ 642,500.00	\$1.95	\$ 487,500.00	\$ 3.95	\$ 987,500.00	\$ 3.00	\$ 750,000.00	\$ 6.18	\$ 1,545,000.00	\$ 3.20	\$ 800,000.00	\$ 3.50
10	Unit Price for Hauling Mulch from City's or Contractor's site(s) to a State approved disposal site provided by Contractor.	CY	62,500	\$ 7.50	\$ 468,750.00	\$ 4.50	\$ 281,250.00	\$5.19	\$ 324,375.00	\$6.10	\$ 381,250.00	\$ 6.25	\$ 390,625.00	\$ 5.00	\$ 312,500.00	\$ 8.24	\$ 515,000.00	\$ 10.00	\$ 625,000.00	\$ 3.50
11	Unit Price for Providing Air Curtain and Burning Vegetative Debris at City's or Contractor's site(s).	CY	25,000	\$ 8.54	\$ 213,500.00	\$ 2.75	\$ 68,750.00	\$1.60	\$ 40,000.00	\$2.10	\$ 52,500.00	\$ 3.75	\$ 93,750.00	\$ 3.00	\$ 75,000.00	\$ 4.12	\$ 103,000.00	\$ 2.00	\$ 50,000.00	\$ 1.75
12	Unit Price for Cutting Down, Removing and Disposing of Hanging Limbs 2" Diameter or Larger in rights-of-way.	EA	500	\$ 98.33	\$ 49,165.00	\$ 40.00	\$ 20,000.00	\$14.95	\$ 7,475.00	\$55.00	\$ 27,500.00	\$ 115.00	\$ 57,500.00	\$ 125.00	\$ 62,500.00	\$ 154.50	\$ 77,250.00	\$ 20.00	\$ 10,000.00	\$ 74.00
13	Unit Price for Excavation, Removal and Disposal of Stumps in rights-of-way. Stumps must be 24" in diameter or larger measured 2 feet above the ground and the rootball must be 50% uprooted. Stumps less than 24" in diameter or placed in the right-of-way and not requiring excavation shall be considered vegetative debris. Includes filling remaining hole with clean soil to match the surrounding ground.																			
a. 24" to 48" Diameter	EA	75	\$ 129.38	\$ 9,703.50	\$ 125.00	\$ 9,375.00	\$250.00	\$ 18,750.00	\$523.00	\$ 39,225.00	\$ 225.00	\$ 16,875.00	\$ 750.00	\$ 56,250.00	\$ 257.50	\$ 19,312.50	\$ 250.00	\$ 18,750.00	\$ 325.00	
b. 48" Diameter and Larger	EA	40	\$ 501.98	\$ 20,079.20	\$ 175.00	\$ 7,000.00	\$350.00	\$ 14,000.00	\$1,329.00	\$ 53,160.00	\$ 395.00	\$ 15,800.00	\$ 1,000.00	\$ 40,000.00	\$ 494.40	\$ 19,776.00	\$ 400.00	\$ 16,000.00	\$ 650.00	
14	Unit Price to remove hazardous trees (leaners) from the right-of-way including transporting to staging area. Trees must be minimum 6" diameter measured 4.5' from the ground.	EA	50	\$ 108.68	\$ 5,434.00	\$ 125.00	\$ 6,250.00	\$140.00	\$ 7,000.00	\$176.00	\$ 8,800.00	\$ 275.00	\$ 13,750.00	\$ 500.00	\$ 25,000.00	\$ 669.50	\$ 33,475.00	\$ 150.00	\$ 7,500.00	\$ 365.00
15	Hazardous Waste Removal, Transport and Disposal	Barrel	5	\$ 357.00	\$ 1,785.00	\$ 385.00	\$ 1,925.00	\$295.00	\$ 1,475.00	\$500.00	\$ 2,500.00	\$ 485.00	\$ 2,425.00	\$ 715.00	\$ 3,575.00	\$ 257.50	\$ 1,287.50	\$ 800.00	\$ 4,000.00	\$ 535.00
16	Bio-Hazardous Waste Removal, Transport and Disposal	LB	100	\$ 38.00	\$ 3,800.00	\$ 7.00	\$ 700.00	\$11.99	\$ 1,199.00	\$100.00	\$ 10,000.00	\$ 25.00	\$ 2,500.00	\$ 10.00	\$ 1,000.00	\$ 20.60	\$ 2,060.00	\$ 45.00	\$ 4,500.00	\$ 58.50
17	Dead Animal Collection, Transport and Disposal	LB	100	See Variances		\$ 2.85	\$ 285.00	\$1.99	\$ 199.00	\$100.00	\$ 100.00	\$ 3.25	\$ 325.00	\$ 3.00	\$ 300.00	\$ 10.30	\$ 1,030.00	\$ 12.00	\$ 1,200.00	\$ 3.75
18	White Goods Collection, Transport and Disposal	EA	50	\$ 51.75	\$ 2,587.50	\$ 115.00	\$ 5,750.00	\$55.00	\$ 2,750.00	\$125.00	\$ 6,250.00	\$ 75.00	\$ 3,750.00	\$ 50.00	\$ 2,500.00	\$ 25.75	\$ 1,287.50	\$ 85.00	\$ 4,250.00	\$ 65.00
TOTAL BID =				\$ 5,060,684.20		\$ 3,151,685.00		\$ 3,195,663.00		\$ 3,097,985.00		\$ 3,946,700.00		\$ 4,278,625.00		\$ 6,446,478.50		\$ 4,044,200.00		

** Bid non-responsive due to absence of Bid Bond

COUNCIL AGENDA REPORT
MEETING OF AUGUST 17, 2010

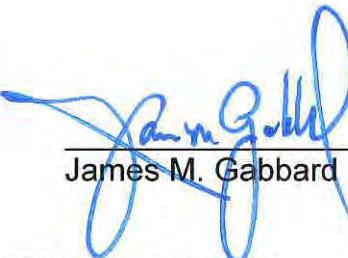
TO: The Honorable Mayor and Members of the City Council

FROM: James M. Gabbard, City Manager

DATE: August 11, 2010

SUBJECT: ELECTRIC UTILITY DISCUSSION

John Lee, Acting Electric Utilities Director, will provide an update to the City Council on the City's electric utility.



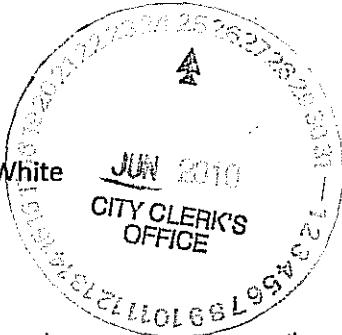
James M. Gabbard

JMG:jav

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XL CITY III
City A 9B-1

Councilmember Thomas P. White
1053 20th Place
Vero Beach, FL 32960



Re: Street Name Request – 22nd Street (between 14th and 15th Avenues)
Judge Graham W. Stikelether, Jr. (deceased)
Indian River County Judge 1972-1984

Dear Mr. White:

Our father was Graham W. Stikelether, Jr. He died February 22, 2009. He was a very special person that not only touched many lives here in Vero Beach, but lives in so many different ways... Everyone knew daddy through his law practice, being a judge, being involved in the community and his caring for people, justice and doing the right thing! He made a big difference in many people's lives because he cared so much. So many times he would say "I wish we did not need an income to live" because he would not charge anyone for his services!

Our father only presided in the "old courthouse" and he always parked his car on the north side of the courthouse on 22nd Street. As what we feel would be a very fitting memorial to our father we are requesting "G. W. Stikelether Jr. Drive" (or whatever you would deem appropriate) be added to 22nd Street between 14th and 15th Avenues.

Also, we are very excited to say "the Indian Robe" that was handmade for our father (by an actual little Seminole Indian woman in her eighties) for daddy to wear while he presided on the bench will be displayed permanently in the "new" courthouse in a glass display case with the history of the robe. We were told "it will be such an honor for your fathers' robe to be displayed here in the courthouse"!

We have included some articles about our father for those council members that did not know him, you might have some insight as to who he was and why adding his name to the street would be so very fitting...as part of his obituary are only some of the remarks that were made on his register about how people really felt about him!

Thank you so much for your consideration of adding our father's name to the street where he was such a big part of for many years!

Respectfully yours,

*Debbie Kanehl, Graham W. Stikelether, III and
Tori Bass Niglow-Step daughter*

Deborah S. Kanehl, Daughter
Graham W. Stikelether, III, Son



Save the Manatee Club

SAVE THE MANATEE
COMMITTEE

JIMMY BUFFETT
Chairman

EDWARD ASPER
Sea World of Florida
Orlando

CAROLE BARICE
Office of the Secretary of State
Tallahassee

DAVID PEARSON
Conservationist
Coral Gables

COL. ROBERT BRANTLY
Game and Fresh Water Fish
Commission
Tallahassee

DR. ELTON GISENDANNER
Department of Natural Resources
Tallahassee

JAMES McFARLAND
Outboard Marine Corporation
Stuart

PETER MOTT
Florida Audubon Society
Orlando

NATHANIEL REED
Conservationist
Hobe Sound

PATRICK ROSE
Florida Audubon Society
Orlando

GUY de la VALDEINE
Conservationist
Palm Beach

RENEE M. PRJEST
Administrator
Save the Manatee Clubs and
Public Information
Orlando

April 21, 1984

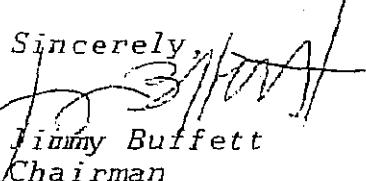
*The Honorable Graham W. Stikelether, Jr.
Office of the County Judge
Indian River County
Vero Beach, Florida 32960*

Dear Judge Stikelether:

I wanted to take a moment to personally thank you for taking such an active interest in the efforts of the Save the Manatee Clubs and our progress in protecting the West Indian Manatee.

Renee has told me of your efforts to encourage people, who come before you for breaking the laws governing the manatee sanctuary areas, to learn more about the manatee and the need for such protection for this endangered marine mammal. The fines that you have directed them to send to us are also helping us to fund urgently needed research and public awareness programs.

We deeply appreciate your commitment to helping us and look forward to a day when we no longer have to fear a Florida without manatees.

Sincerely,

Jimmy Buffett
Chairman

CC: Governor Robert Graham
SMC Committee Members

Save the Manatee Club • 1101 Audubon Way • Maitland, FL 32809 • (305) 647-2615
Sponsored by Florida Department of Natural Resources & Florida Audubon Society

**In Memory of
Judge Graham W. Stikelether, Jr.**

April 30, 1930 - February 22, 2009

Service Information:

4-6 PM at Thomas S. Lowther Funeral Home, 1655 27th Street, Vero Beach
[View Map](#)

Service Date and Time:

Thursday, February 26, 2009

Visitation Information:

4-6 PM at Thomas S. Lowther Funeral Home, 1655 27th Street, Vero Beach
[View Map](#)

Judge Graham W. Stikelether, Jr., 78, of Vero Beach, Florida, died Sunday, February 22 at Indian River Medical Center.

He was born April 30, 1930 in Wichita, Kansas

Judge Stikelether was a graduate of Leon High School, Tallahassee, FL. He was a veteran of the U.S. Coast Guard.

Judge Stikelether did his undergraduate studies at Florida State University and went on to graduate from the University of Florida Law School. He worked as an Assistant State Attorney under Richard Irvin, Attorney General State of Florida, and Judicial Assistant to Judge Sherman N. Smith, Jr. 4th District Court of Appeals, Lakeland, FL, he moved to Vero Beach in 1961 to join the Law Firm of Heath & Smith. In 1965 he opened his own law office. In 1972-1984 he served as a Indian River County Judge, in 1984-2002 went back into private practice.

He was a member of the Florida Blue Key Hall of Fame-University of Florida Law School, the Delta Pheta Phi Law Fraternity, and the Tau Kappa Alpha both of FSU. He was a founding member and board of director of the Indian River County Historical Society, executive vice-president and board of directors for the Save the Manatee, member of the Vero Beach Exchange Club and Legislative assistant to Senator Merrill P. Barber.

He is survived by his son, Graham W. Stikelether, III of Ft. Pierce, FL; daughter, Debbie Kanehl of Vero Beach; sister, Sara Lou Smith of Tallahassee, FL. 2 grandchildren, 3 great-grandchildren.

The family will receive friends on Thursday, February 26th from 4-6 PM at the Thomas S. Lowther Funeral Home, Vero Beach.

Donations may be made to the Save the Manatee Foundation, 500 N. Maitland Avenue, Maitland, FL 32751

A guest book may be signed online at www.lowtherfuneralhome.com.

Available Tasks

- [!\[\]\(d77eee74ac4a4c7495b7bd0522f74cb0_img.jpg\) Print This Page](#)
- [!\[\]\(cddb66cf99d69b63f76563a7c2bb9d94_img.jpg\) Print Memorial Card](#)
- [!\[\]\(0b98e8d1ddb7100c5679f3a7e08394e3_img.jpg\) Send a Condolence](#)
- [!\[\]\(c94f665295b0f5f8a7d47b01bd881994_img.jpg\) Return to Normal Viewing Mode](#)
- [!\[\]\(5f5ae158da51f4a986fb60d53ac214be_img.jpg\) View Photo Gallery - Upload Photo](#)
- [!\[\]\(bda3b4e2a6c9a66bda01642caf314a65_img.jpg\) Return to Obituaries List](#)

From: Judy and Pat Hinton

Relationship: Friends of Graham III

Graham, We are saddened to hear of your dad's death. In all his accomplishments, none was more important than his being your dad, and we know that you will have many months of reflection about his role in your life. We wish you comfort and in the future, an understanding of him that sometimes only comes with loss. Love, Pat & Judy

Sent on February 24, 2009

From: WAYNE & BONNI DAVIS

Relationship: FRIEND

DEAR DEBBIE, WE WERE SO SORRY TO HEAR ABOUT YOUR DAD, I KNOW WE HAVE BEEN OUT OF TOUCH SINCE MOVING TO ST. CLOUD BUT WE THOUGHT OF YOU OFTEN, AND OF COURSE YOUR DAD, I REMEMBER HIS LOVING AND CARING WAYS AND ONCE YOU WERE HIS FRIEND IT WAS FOR LIFE. DICK WAS THE ONLY PERSON WHO COULD HAVE GOTTEN ME TO EAT GOAT, WHAT GOOD TIMES WE HAD OVER THE YEARS. I STILL CONTINUE EVERY YEAR TO RENEW MY MANATEE TAG, DICK & TAMI STARTED ME DOING THAT ABOUT 18 YRS. AGO I WILL CONTINUE TO DO THIS NOW IN HIS MEMORY. LOVE YOU DEB. GOD BLESS YOU AND THE GIRLS.

Sent on February 24, 2009

From: Keith Srinivasan

Relationship: Friend

I absolutely loved the stories you told me about growing up in Tallahassee. You will be greatly missed, but dearly remembered. Keith and Mindy Srinivasan

Sent on February 25, 2009

From: Ron Davis

Relationship: Great Friend

In my early years in Law Enforcement in Vero Bch this man/Judge was my teacher, my friend. Greatly respected by many, he was a fighter of the people and served equal justice to all. He shall join the ultimate Judge and shall be accepted to the Bar of Heaven. My love to amily and

rejoice in his beautiful life. Ron Davis/Retired Trooper
Sent on February 25, 2009

From: Melissa Davis - Grant
Relationship: Friend

To the Family - I am very sorry for your loss. Mr. Stikelether (I always called him that no matter how many times I ate dinner with him)was an inspiration to me. His wise words and caring heart always brought out the best in people and he touched more lives than he probably ever knew. He will be greatly missed and he is greatly loved. Mr. Stikelether has left a legacy in all of his works behind and I am both proud and honored to have had a chance to know him and love him. You will be in my families thoughts and prayers. Love, John, Melissa, Joshua, Gracelyn and Cole Grant

Sent on February 25, 2009

From: Judy Lewis
Relationship: friend

Debbie and Graham, I am so sorry to hear about the loss of your Daddy. He was a great man,great judge and great dad. He always did his best with what life had to throw at him,he was funny and I remember when he would come and do bond hearings at the jail on weekends,we had the best times when he would try and help everyone. He will be truly missed.
Sent on February 25, 2009

From: Pete Noel Kersey
Relationship: Friend

Judge Stikelether performed the wedding ceremony for Barbara and I in the mid 70's. I knew him when I was a reporter with a local radio station. My sincere condolences to the family.
Sent on February 26, 2009

From: George Dayton Dugan III
Relationship: FRIEND OF JR.& III

GRAHAM WAS THE FIRST JUDGE I PRACTICED IN FRONT OF FOR SEVERAL YEARS IN VERO, HE TRULY CARED ABOUT HOW ALL PEOPLE IN HIS COURTROOM WERE TREATED. I'VE ALLWAYS CONSIDERED HIM ONE OF MY GOOD FRIENDS WE WILL MISS HIM.

Sent on February 26, 2009

From: Bill and Jill Brunner
Relationship: Friend

Debbie and Graham, We were so sorry to hear about the death of your father. He was always so good to us. He was a good friend to the Sheriff's Office and State Attorney's Office. I am happy that I was able to see him and speak to him last year. He was sitting outside his apartment feeding the birds, of course. :) He will be missed. We wish you and the rest of the family the best. Bill & Jill

Sent on February 26, 2009

From: Tiffany Resch Williamson
Relationship: Friend of Family

Dear Debbie and Family -I am thinking of all of you and you are all in my prayers. I send my heart felt sympathys. And I'm thinking of Maria and Ashlee too, God, I know how they are feeling. Please know I am thinking of you all. Love, Tiffany
Sent on February 26, 2009

From: Lawrence & Delsey Kyzer
Relationship: friends

Debbie, We are so sorry about the loss of your dad. He was a great man and will be missed.
Sincerly, Lawrence & Delsey Kyzer
Sent on February 26, 2009

From: Harriet Boisvert Robb
Relationship: Friend of children

Graham and Debbie, My thoughts and prayers go out to you at this sad time.
Sent on February 28, 2009

From: Marianne Cooney
Relationship: Friend

Debbie My daughter, Eileen, called me and told me of the passing of your Dad. I was so sorry to hear the news. He was a very caring person. I had the privilege of being present when he signed an Order of Adoption for a friend of one of my children. It was an unusual situation and his signing the Order meant a great deal to me. I will always remember his big bear hugs whenever he greeted me. I am truly sorry I was unable to attend his service. Please extend to your family my condolences. He will be missed. God Bless you.(I still remember our chance meeting in St. Augustine.)

Sent on March 2, 2009

Lifestyle

PEOPLE

Stream of consciousness



Press Journal staff photo by KELLY ROGERS

Local attorney and retired judge Graham Stilkelether Jr. wears a Seminole Indian robe made by Leona Smith of the Seminole Brighton reservation. He used to wear the robe while working as a judge.

lagerie' leads off Riverside 2 series

SHOWTIME

The show

Stikelether navigates rich life of memories

By **JAMES KIRLEY**
Special Projects Writer

Sit back and listen to a Southern story, told in a gentleman's voice that's part magnolia blossoms, part tobacco smoke and deep as polished tupelo wood.

It's the story of how Graham Stikelether Jr. came to be a lawyer, county judge, amateur historian and country sage.

His great-grandfathers were on both sides of the War Between the States — he'll correct someone who calls it the Civil War — and Stikelether, 69, prefers calling it the "War of Northern Aggression."

Portraits of Stonewall Jackson and Robert E. Lee hang in a living room filled with 19th century patent medicine bottles, American Indian artifacts, historic photos and a well-stocked gun cabinet.

Ask Stikelether how he became a lawyer and you'll hear about his father getting choked unconscious for unknowingly crossing a strikers' picket line at a Kentucky coal mine in 1912; how the 14-year-old woke splattered with the assailant's blood and bruised, then marched down a shaft in the earth to begin work.

How Graham and Lois Anne Stikelether sold the family's 250-acre country homestead in North Carolina at the height of the Great Depression and moved to the outskirts of Tallahassee, where dad became a respected contractor and stone mason.

And how, one Sunday morning in the mid-1930s, father and 6-year-old son sat on a screened porch and heard gunfire crackle in the early morning. Racing toward it, they discovered the bodies of four black teen-agers.

They had been caught robbing a local store and had cut the arresting policeman with a knife: A mob lynched them from an oak tree and shot them dozens of times.

"My father told me, 'We are very proud of being a government of laws, not a government of men,'" And the elder Stikelether pointed to the bodies. "That, up there, is a government of men," he told his son.

"My father built the Supreme Court building in Tallahassee," Stikelether said. "I wanted to be an attorney since the time I was 6 years old, and when I was sworn in as an attorney, it was under the dome that he had keystoned."

This is how Stikelether tells the stories of his life: Ask a question, then listen to a stream of consciousness. Just about the time you despair of ever getting an answer, he'll tie these memories together to answer what you asked.

It's like he thinks in vignettes, free-standing stories that will either sweep into a big picture or make you laugh.

Like how, as a teen-ager, Stikelether and friends in rural Tallahassee appeared as "natives" in Johnny Weissmuller "Tarzan" movies that were filmed at Wakulla Springs. ("Jane and Boy — I can never remember his name ...")

Or starting at Florida State University law school by showing the dean an obscure law that allowed Korean War veterans to enroll one year shy of a bachelor's degree.

"(The dean) said, 'You will be gone by the end of the first year,'" recalled Stikelether, who not only graduated, but got his first job in 1961 as a special assistant to Florida Attorney General Richard Ervin.

A man's got to do some talking to explain why he'd wait 30 years to get a tattoo, then chose a picture of a skunk to recall a nickname from his enlistment in the U.S. Coast Guard.

And while Stikelether was at this Pompano Beach tattoo parlor, he had the artist add a tiny, ancient Epythian symbol to his right hand — Oops! The same symbol, he said, was later identified in an FBI bulletin as being associated with a South American drug gang.

Perhaps this is what happens in a tattoo parlor that doubles as headquarters for a motorcycle gang. So, while the boys are standing around smoking joints, Stikelether mentions that he's a county judge.

"You talk about jaws dropping down to the ground!" he laughed.

This man might be a bit eccentric. But don't call him crazy. It's been tried, he says, and the charge didn't stick.

Stikelether, an Indian River County judge from 1972 through 1984, was put on trial before the Judicial Qualifications Commission in October 1974, accused of abusing judicial discretion, being emotionally unstable and suffering the effects of a prescription drug he had been taking since 1962.

Stikelether said the charges originated with a few local defense lawyers who did not like him — contemporary newspaper accounts of the trial cited testimony that Stikelether's fines were unusually severe and that he catered to police witnesses.

Too, some people were bothered by a pistol he wore beneath his judicial robes.

Stikelether insisted the proceedings be public.

"They wanted to hold the hearings in the basement of the Supreme Court building in Tallahassee," Stikelether recalled. "I said no, for the same reason that I wanted it open to the public: The people had elected me and I wanted them to make the determination about whether or not I was qualified to continue."

So the commission's three-judge panel convened in Vero Beach, Oct. 31, 1974, to hear testimony from local lawyers, physicians, law officers and a host of others. Four days of testimony was transcribed and sent to 10 other members of the Judicial Qualifications Commission to consider in passing judgment on Stikelether.

It took 28 days to get a verdict: The commission dropped all charges against Stikelether. A *Press Journal* account of the decision noted that, "a primary factor in the complaint against him was his strict enforcement of the law and heavy fines and jail sentences for convicted persons, especially those convicted of driving while intoxicated. This was not popular with defense lawyers."

Vero Beach lawyer Charles Sullivan is a contemporary of Stikelether and was one of the first individuals to voice charges against Stikelether's conduct in the courtroom.

"He and I talked and I said, 'Pop, I would like to go back to school and be an attorney.'"

Stikelether graduated FSU's law school Jan. 31, 1961. Five months in the attorney general's office ended when Stikelether went to work for Sherman Smith Jr.

Smith had been appointed by Gov. Farris Bryant to the 2nd District Court of Appeals headquartered in Lakeland. He needed a legal assistant and Ervin recommended Stikelether.

It was the beginning of a professional relationship and friendship that would change Stikelether's career. Smith, who died in January 1998, employed Stikelether as a legal assistant at the 2nd District court for about one year, then asked Stikelether to join his Vero Beach firm.

Stikelether arrived in Vero Beach in October 1962. Three years later, he moved into this own practice at a building where the Indian River County Courthouse parking garage stands today.

"I asked my father — he hadn't used his tools in years — I said, 'Pop, will you build me a brick wall in my office?'

"He said, 'The only way I'll do it is if you mix the mortar and haul bricks for me, like you used to.'"

So, he did.

Both Stikelether's parents are now deceased, but their spirits are in their son.

"My father, and my mother also, had a thirst for knowledge that was unquenchable," he said. "My mother died last year, at age 91, and right up until her death she read four news magazines per week — and the Wall Street Journal, even though she never put a penny in the stock market."

Dad would sometimes bring home old encyclopedias people had discarded, claiming that knowledge was never outdated.

"My father would say, 'Boy' — he always called me boy — 'learn something new every day. If you haven't you're dead, you're just waiting for them to bury the body.'"

Too, they encouraged him to explore the rhyme and reason behind any curiosity. Thus, Stikelether's home today looks a bit like a museum. Shelves contain a collection of old glass bottles — including one inside which a paraplegic Confederate war veteran painstakingly built a tiny wooden chair.

A bowl-like stone mortar sits on his dining room table. It was found in a load of sand mined near Tallahassee and Stikelether said it has been identified as an apothecary's mortar from Spanish colonial times.

Pictures and carvings of manatees are everywhere. Stikelether was co-chair of singer Jimmy Buffett's Save the Manatee Committee.

Among his prize possessions is a Seminole Indian robe, hand-stitched from more than 5,000 individual pieces of cloth.

Then there are the guns — some clearly not sporting arms — in his living room cabinet.

Stikelether said guns were part of his growing up in the country, where firearms put food on the table and provided protection: He once explained wearing a pistol under his judge's robes as a way to guard court spectators and employees from more than a dozen felons who might be awaiting appearances.

He has a Colombian five-centavos piece, a coin little larger than an American nickel, which has taken the shape of a tiny bowl after being hit dead-center with a bullet.

Stikelether said he shot two such coins from long-range — an incredible feat of marksmanship — using a crude .22-caliber rifle, at the request of a friend whose rural Colombian ranch was under constant surveillance by local guerrillas. The rancher used this demonstration to create an impression that he could call on a large number of such American sharpshooters in the event of trouble.

Stikelether, obviously relishing the image of being gunslinger in a bloodless showdown, said the guerrillas vanished from his friend's ranch.

If Stikelether seems anchored in the lessons of yesterday, it may be that he sees lessons that need to be remembered today.

"I just wish to God there was some way to go back in time to be able to acquaint people with some of the early pioneers — or even the later ones," he said. "I think about the way it was. None of them were stuck up. I don't know a single soul who talked down to people."

"I just don't understand how anybody can look down."

"I felt he had certain ideas that were not judicially accepted," Sullivan recalled. One such example was Stikelether's refusal to swear in police witnesses, under the belief they were already bound to tell the truth at all times.

Yet both men said there is no grudge. Today, they refer clients to each other and work together on cases.

Sullivan went further, applauding Stikelether's work on the bench after the matter was settled.

"His decisions, to my belief, were 100 percent above-board," Sullivan said. "I probably did 500 cases with him, maybe more. I was always satisfied with the results."

Another courthouse contemporary is Deputy Court Clerk Cynthia Gatt, who has worked at the courthouse 28 years.

"He was always great with me," Mrs. Gatt said of Stikelether.

She recalled that, as a judge, Stikelether worked especially hard for people brought to his bench with mental-health problems.

"He spent time trying to help them," Mrs. Gatt said.

She also recalled that Stikelether gave her free legal advice when she filed for a divorce from her first marriage and couldn't afford an attorney.

"Judge Stikelether not only helped me in my divorce, but he also married me and my second husband," Mrs. Gatt said. "He's just a very caring man."

Injury changes life

He could have been a builder like his dad and appeared to be headed in that direction when injury and polio eliminated manual labor as an option.

Stikelether spent 1947 at the University of Florida, Tallahassee Body, at the Florida State College for Women. Later, its name would be shortened to Florida State University.

The Korean War arrived and Stikelether served on the Coast Guard Cutter Acacia.

Then back to Tallahassee to help his father's building business.

Two days before his 25th birthday, Stikelether was working and stepped over a low wall, tearing cartilage, ligaments and tendons in one of his legs.

Then, while in the hospital, he contracted polio.

Walking with leg braces, Stikelether was unsatisfied with doing the estimating and oversight of his father's construction business.

MEMORANDUM

TO: Mayor Kevin Sawnick and
City Councilmembers

FROM: Sabin Abell
Vice Mayor

DATE: August 11, 2010

SUBJECT: Interim City Manager

If the City has not hired a new City Manager by October 15th, which is Mr. Gabbard's last day as City Manager, I feel that we need to discuss hiring an Interim City Manager.

Thank you for your help in this matter.

SA/tv

City of Vero Beach

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VERO BEACH, FLORIDA 32961-1389
Telephone: (561) 978-4700 Fax: (561) 978-4790

9B-3)

OFFICE OF THE
CITY COUNCIL

July 27, 2010

Honorable Peter O'Bryan, Chairman
Indian River County Commission
1801 27th Street
Vero Beach, Florida 32960

Dear Chairman O'Bryan:

In reference to the letter dated July 21, 2010 to the Indian River Board of County Commissioner Chairman, Mr. Peter O'Bryan:

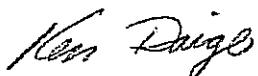
There is no question that the economy is of high importance at this particular moment in time. If a meeting is to be held in concert with the Indian River Board of County Commissioners, it should include all Councilmembers from each City within the County and/or an appointed representative voted on by their respective Councils.

The City of Vero Beach does not have an elected Mayor. Any official business done by the Council voted Mayor is to be done according to the City of Vero Beach Charter. At no time does the Council voted Mayor act on behalf of the City of Vero Beach without consensus, referendum, or policy of the Council.

The letter sent to the Indian River Board of County Commission Chairman on behalf of the collective Mayors of Indian River County is not representative of the Council of the City of Vero Beach or of me.

Before any meeting is held with the Indian River Board of County Commissioners, I respectfully request either a Special Call meeting or postpone this issue until discussion at our regularly scheduled Council meeting.

Respectfully,



Ken Daige, Councilmember
City of Vero Beach

cc: Mayor Kevin Sawnick and City Councilmembers
Charlie Vitunac, City Attorney
Jim Gabbard, City Manager
Tammy Vock, City Clerk

KD/sp

SUBJECT TO CHANGE

AGENDA

CITY MANAGER'S OFFICE
AUGUST 17, 2010

Consent Agenda

- 2D)1. Regular City Council Minutes – July 20, 2010
- 2D)2. Special Call City Council Minutes – July 15, 2010
- 2D)3. Special Call City Council Minutes – July 20, 2010
- 2D)4. Monthly Capital Projects Status Reports
- 2D)5. Bid No. 370-09/PW – Relay Testing Service Contract for the T&D Department

City Manager's Matters

- 7A) Discussion and Comments Regarding Moratorium on Opening of Pain Management Clinic
- 7B) Property, Casualty and Workers' Compensation Insurance – 2010-2011 Renewal Evaluation
- 7C) Utility Management Consulting Services
- 7D) Award of Bid No. 310-10/CSS – Pebble Quicklime Annual Supply Contract
- 7E) Renewal of Bid No. 240-09/JV – Annual Street and Parking Lot Resurfacing Program Annual Contract
- 7F) Award of Bid No. 270-10/JV – Disaster Debris Removal Contract
- 7G) Electric Utility Discussion – John Lee