



**BOARD OF COUNTY
COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA**
C O M M I S S I O N A G E N D A

TUESDAY, APRIL 7, 2009 - 9:00 A.M.

County Commission Chamber
Indian River County Administration Complex
1801 27th Street, Building A
Vero Beach, Florida, 32960-3388
www ircgov com

COUNTY COMMISSIONERS

Wesley S. Davis, Chairman
Joseph E. Flescher, Vice Chairman
Gary C. Wheeler
Peter D. O'Bryan
Bob Solari

District 1
District 2
District 3
District 4
District 5

Joseph A. Baird, County Administrator
William G. Collins II, County Attorney
Jeffrey K. Barton, Clerk to the Board

		<u>PAGE</u>
1.	<u>CALL TO ORDER</u>	<u>9:00 A.M.</u>
2.	<u>INVOCATION</u>	Jim Davis, Public Works Director
3.	<u>PLEDGE OF ALLEGIANCE</u>	Commissioner Gary C. Wheeler
4.	<u>ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS</u>	
5.	<u>PROCLAMATIONS and PRESENTATIONS</u>	None
6.	<u>APPROVAL OF MINUTES</u>	A. Goals for 2009 Workshop of February 5, 2009

7.	<u>INFORMATIONAL ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION</u>	PAGE
A.	Resignation of Citizen-at-Large Appointee to the Historic Resources Advisory Committee (memorandum dated April 1, 2009)	1-2
B.	Resignation of Member-at-Large Appointee to the Environmental Control Hearing Board (memorandum dated April 1, 2009)	3-4
8.	<u>CONSENT AGENDA</u>	
A.	Approval of Warrants March 13, 2009 thru March 19, 2009 (memorandum dated March 19, 2009)	5-11
B.	Approval of Warrants and Wires March 20, 2009 thru March 26, 2009 (memorandum dated March 26, 2009)	12-20
C.	Resolution designating the County Administrator's Office as the County Economic Development Agency for all purposes (memorandum dated March 31, 2009)	21-24
D.	Maintenance Agreement with City of Sebastian over County Road 512 Right-of-Way (memorandum dated April 1, 2009)	25-36
E.	Approval of Amendment No. 1 to DEP Agreement No. G0143 for the Egret Marsh Regional Stormwater Park (memorandum dated March 20, 2009)	37-47
F.	RaceTrac Petroleum, Inc. Developer's Agreement for Developer Contributions to Intersection Improvements at CR512 and 108 th Avenue (memorandum dated March 23, 2009)	48-55
G.	Final Pay and Release of Retainage to Poole and Kent Company of Florida, Inc. for the Expansion of the North County RO Water Treatment Plant (memorandum dated March 20, 2009)	56-58
H.	Adoption of Indigent Cremation/Burial Policy and Resolution Designating the County Administrator or His Designee as the "Legally Authorized Person" as defined within Section 497.005(37) Florida Statutes (memorandum dated March 25, 2009)	59-70
I.	Fourth of July Fireworks Funding, Miscellaneous Budget Amendment 011 (memorandum dated March 31, 2009)	71-75

8.	<u>CONSENT AGENDA</u>	<u>PAGE</u>
J.	Transfer of Jail Maintenance Expenses to Sheriff's Budget, Miscellaneous Budget Amendment 010 (memorandum dated March 31, 2009)	76-84
K.	FDOT Local Agency Agreement (LAP) A094 (FM Number 416084-1-58-01), Supplemental Agreement (FM Number 423188-1-58-01) and Resolution Authorizing the Chairman's Signature, 12 th Street for Sidewalk Construction from 27 th Avenue to 43 rd Avenue – IRC Project No. 0604 (memorandum dated March 30, 2009)	85-91
L.	FDOT Local Agency Agreement (LAP) AOU94 (FM Number 416083-1-58-01) Supplemental Agreement (FM Number 4231987-1-58-01) and Resolution Authorizing the Chairman's Signature, 12 th Street for Sidewalk Construction from Vero Beach Elementary School to 11 th Avenue – IRC Project No. 0216 (memorandum dated March 30, 2009)	92-98
M.	Amendment No. 1 to the Professional Service Agreements for Annual Land Surveying and Mapping/GIS Services Contract IRC Project No. 0725 (memorandum dated March 16, 2009)	99-106
N.	Change Order No. 1, Final Payment and Release of Retainage, 1 st Road (35 th Avenue to 32 nd Avenue), 10 th Court (Oslo Road to 7 th Street S.W.), Project # 0522 & 0436, Bid Number 2008062 (memorandum dated March 19, 2009)	107-121
O.	Change Order No. 1 and Retainage Release for Bid # 2008029 – Powerline Road – IRC Project No. 0217 (memorandum dated March 25, 2009)	122-130
P.	Professional Engineering Services Agreement, CR 512 Corridor Improvements – IRC Project No. 9611, Addendum No. 15 (Masteller & Moler, Inc.) (memorandum dated March 20, 2009)	131-133
Q.	Work Order No. 10 (Engineering/Surveying) Masteller, Moler, Reed and Taylor, Inc., 66 th Avenue Road-Way Improvements Project Right-of-Way Acquisition Boundary Surveys – Final Pay & Release of Retainage (memorandum dated March 25, 2009)	134-135
R.	Florida Department of Emergency Management (FDEM), Aerial Photographs and Lidar Mapping Project – Woolpert, Inc., Final Pay and Release of Retainage (memorandum dated March 23, 2009)	136-141

8.	<u>CONSENT AGENDA</u>	<u>PAGE</u>
S.	The Enclave, Bid Number 2009019, Change Order No. 1 (memorandum dated March 24, 2009)	142-146
T.	Approval of Bid Award for IRC Bid No. 2009035, Demolition of Three (3) Structures (memorandum dated March 30, 2009)	147-153
U.	Proclamation & Retirement Award Honoring George Creaser on His Retirement from Indian River County Department of General Services with 21 years of Service	154-155
9.	<u>CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES</u>	
A.	<u>Deryl Loar, Indian River County Sheriff</u> 2009 Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation (letter dated March 27, 2009)	156-158
10.	<u>PUBLIC ITEMS</u>	
A.	<u>PUBLIC HEARINGS</u>	
1.	County Initiated Request to Amend the Text of the Comprehensive Plan's Future Land Use Element and the Coastal Management Element to Change the Definition of the Coastal High Hazard Area; Amend the Coastal High Hazard Area Map, Figure 9.24 of the Coastal Management Element; Amend the Coastal High Hazard Map, Figure 2.29 of the Future Land Use Element; and Amend the Future Land Use Map by Depicting the Revised Coastal High Hazard Line (CPTA 2008070046-62333) (memorandum dated March 2, 2009)	159-180
	Legislative	
B.	<u>PUBLIC DISCUSSION ITEMS</u>	
Please give your name and address, and then give your remarks. Please try to limit your remarks to three minutes.		
1.	Request to Speak from Hollis Hoier, Special Olympic Aquatics Coach & SRHS Teacher (Science & Autism classes) Regarding Proposal to Dedicate/Rename the North County Aquatics Center to "Fran Adams Aquatics complex" in honor of her efforts to making this beneficial resource available to so many of our IRC citizens and our visitors	181
2.	Request to Speak from Brian Heady Regarding Economic Recovery	182

10. <u>PUBLIC ITEMS</u>	<u>PAGE</u>
C. <u>PUBLIC NOTICE ITEMS</u>	
1. <u>Notice of Scheduled Public Hearing April 14, 2009:</u> Windsor Properties, Inc.'s Request to Modify the Windsor Conceptual PD Plan to Change the Project Boundary and to Obtain Concurrent Preliminary PD Plan Approval for the Ocean Bluff Phase of the Windsor Project (memorandum dated March 17, 2009)	183
Legislative	
11. <u>COUNTY ADMINISTRATOR MATTERS</u>	
None	
12. <u>DEPARTMENTAL MATTERS</u>	
A. <u>Community Development</u>	
1. Request for Authorization to Issue Request for Proposals (RFP) for Non-Profit Housing Organizations and/or Governmental Agencies to Provide Services Needed to Carry Out Community Development Block Grant (CDBG) Neighborhood Stabilization Program (NSP) Tasks (memorandum dated March 30, 2009)	184-208
B. <u>Emergency Services</u>	
None	
C. <u>General Services</u>	
None	
D. <u>Human Resources</u>	
None	
E. <u>Human Services</u>	
None	
F. <u>Leisure Services</u>	
None	

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12. <u>DEPARTMENTAL MATTERS</u>	
G. <u>Office of Management and Budget</u>	
1. Budget Update – 2009/2010 Estimated Budget Cuts (memorandum dated March 30, 2009)	209
H. <u>Recreation</u>	
None	
I. <u>Public Works</u>	
None	
J. <u>Utilities Services</u>	
1. Consulting Services Work Order No. 2 (Utility) with Carter Associates, Inc. for Survey Services for the Biosolids Handling Facility – UCP 2697 (memorandum dated March 17, 2009)	210-213
2. Approval for Additional Materials and Amendment No. 1 to Work Authorization Directive No. 2007-006 for Additional Labor and Approval of Final Pay to Derrico Construction Corporation for Utility Conflict Resolutions on US1 at Oslo Road (memorandum dated March 30, 2009)	214-221
13. <u>COUNTY ATTORNEY MATTERS</u>	
None	
14. <u>COMMISSIONERS ITEMS</u>	
A. <u>Commissioner Wesley S. Davis, Chairman</u>	
None	
B. <u>Commissioner Joseph E. Flescher, Vice Chairman</u>	
None	
C. <u>Commissioner Gary C. Wheeler</u>	
None	

		<u>PAGE</u>
14.	<u>COMMISSIONERS ITEMS</u>	
D.	<u>Commissioner Peter D. O'Bryan</u>	
	None	
E.	<u>Commissioner Bob Solari</u>	
	None	
15.	<u>SPECIAL DISTRICTS AND BOARDS</u>	
A.	<u>Emergency Services District</u>	
	None	
B.	<u>Solid Waste Disposal District</u>	
1.	Approval of Easement to the City of Fellsmere for the Fellsmere Customer Convenience Center (memorandum dated March 31, 2009)	222-227
C.	<u>Environmental Control Board</u>	
	None	

16. ADJOURNMENT

Anyone who may wish to appeal any decision which may be made at this meeting will need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal will be based.

Anyone who needs a special accommodation for this meeting may contact the County's Americans with Disabilities Act (ADA) Coordinator at (772) 226-1223 (TDD # 772-770-5215) at least 48 hours in advance of meeting.

The full agenda is available on line at the Indian River County Website at www.irccgov.com The full agenda is also available for review in the Board of County Commission Office, the Indian River County Main Library, the IRC Courthouse Law Library, and the North County Library.

*Commission Meeting may be broadcast live by Comcast Cable Channel 27
Rebroadcasts continuously with the following proposed schedule:
Tuesday at 6:00 p.m. until Wednesday at 6:00 a.m.,
Wednesday at 9:00 a.m. until 5:00 p.m.,
Thursday at 1:00 p.m. through Friday Morning,
and Saturday at 12:00 Noon to 5:00 p.m.*

7A

April 7, 2009
INFORMATIONAL ITEMS

**INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners

Date: April 1, 2009

Subject: **Resignation of Citizen-at-Large Appointee to the Historic Resources Advisory Committee**

From: Misty L. Horton, Commissioner Assistant
District 1

Elizabeth Armistead, Citizen-at-Large Appointee to the Historic Resources Advisory Committee (HRAC), has indicated to the BCC Office that she will be resigning from the HRAC to travel extensively. A copy of her letter dated March 27, 2009 is attached. Her term would expire in 2010.

Anyone interested in serving on the HRAC will need to submit an application and resume to Misty L. Horton, Commissioner Assistant, at the Board of County Commissioners Office, County Administration Building A, 1801 27th Street, Vero Beach, FL 32960. Applications will be accepted until April 21, 2009 and can be accessed on-line at www.ircgov.com/boards/committee_applications or the Board of County Commissioner's Office.

Roland M. DeBlois, AICP
Chief, Environmental Planning &
Code Enforcement Section
Indian River County
1801 27th Street
Vero Beach, FL 32960-3388

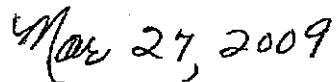
Dear Mr. DeBlois,

I regret that I need to resign from the Historic Resources Advisory Committee (HRAC) as a Citizen at Large member immediately. I plan to be on extended travel and do not think that it is fair to miss too many of your important meetings. I have enjoyed meeting all the committee members and hope that next year, I can find a way to support your efforts for the community.

Respectfully,



Elizabeth H. Armistead



APRIL 7, 2009
INFORMATIONAL ITEMS

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

To: Members of the Board of County Commissioners

Date: April 1, 2009

Subject: **Resignation of Member-at-Large Appointee to the Environmental Control Hearing Board**

From: Darcy Vasilas, Commissioner Assistant
District 3

Mr. Clete Deller, Member-at-Large Appointee, has tendered his resignation from the Environmental Control Hearing Board.

Attachment: e-mailed Resignation

From: Auton, Michelle L.
Sent: Monday, March 30, 2009 8:11 AM
To: Dunn, Cheryl L; Vitunac, Suzanne H
Subject: FW: April 2nd ECHB meeting

From: clete deller [mailto:cdeller@bellsouth.net]
Sent: Sunday, March 29, 2009 2:08 PM
To: Auton, Michelle L.
Subject: RE: April 2nd ECHB meeting

Michelle,

I am afraid that it looks like you should replace me. My hours will not be reduced for the foreseeable future. Sorry! I really enjoyed being on the board.

Clete Deller

From: Michelle_Auton@doh.state.fl.us [mailto:Michelle_Auton@doh.state.fl.us]
Sent: Friday, March 27, 2009 8:19 AM
To: SteveS@carterassoc.com; roxyz@comcast.net; cdeller@bellsouth.net; cahoy@bellsouth.net
Cc: Cheryl_Dunn@doh.state.fl.us; Suzanne_Vitunac@doh.state.fl.us
Subject: April 2nd ECHB meeting

Board Members,

Please advise if you will be attending the Thursday, April 2nd ECHB meeting beginning at 12:30 p.m. in the County Commissioners Chambers.

Thanks so much,
Michelle

CLERK OF CIRCUIT COURT**INTEROFFICE MEMORANDUM**

TO: HONORABLE BOARD OF COUNTY COMMISSIONERS

DATE: MARCH 19, 2009

SUBJECT: APPROVAL OF WARRANTS
MARCH 13, 2009 THRU MARCH 19, 2009

FROM: DIANE BERNARDO- FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Clerk to the Board, for the time period of March 13, 2009 to March 19, 2009.

Attachment:

DB: MS

CHECKS WRITTEN

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230117	3/18/2009	ILLINOIS STATE DISBURSEMENT UNIT	142.32
230118	3/18/2009	CHAPTER 13 TRUSTEE	275.68
230119	3/18/2009	V B FIREFIGHTERS ASSOC	5,700.00
230120	3/18/2009	I R FEDERAL CREDIT UNION	56,354.36
230121	3/18/2009	COLONIAL LIFE & ACCIDENT INS CO	232.66
230122	3/18/2009	UNITED WAY OF INDIAN RIVER COUNTY	1,409.86
230123	3/18/2009	TEAMSTERS LOCAL UNION #769	6,818.00
230124	3/18/2009	AMERICAN CANCER/HEART SOCIETY	4.00
230125	3/18/2009	SAN DIEGO COUNTY OFFICE OF THE	132.25
230126	3/18/2009	MISDU MICHIGAN STATE	478.85
230127	3/18/2009	PENNSYLVANIA SCDU	300.00
230128	3/18/2009	NEW JERSEY FAMILY SUPPORT CENTER	50.00
230129	3/18/2009	BOARD OF COUNTY COMMISSIONERS	154.00
230130	3/18/2009	INDIAN RIVER CO BOCC	6,609.17
230131	3/18/2009	ADMIN FOR CHILD SUPPORT ENFORCEMENT	299.36
230132	3/18/2009	NYS CHILD SUPPORT	195.27
230133	3/18/2009	OHIO CHILD SUPPORT	235.39
230134	3/19/2009	CLEMENTS PEST CONTROL	460.00
230135	3/19/2009	CONTECH CONSTRUCTION PRODUCTS INC	5,939.93
230136	3/19/2009	PORT CONSOLIDATED INC	16,904.37
230137	3/19/2009	PARKS RENTAL & SALES INC	435.75
230138	3/19/2009	DAVES COMMUNICATIONS/ELECTRONIC	156.02
230139	3/19/2009	PRAXAIR DISTRIBUTION SOUTHEAST	222.65
230140	3/19/2009	GOODKNIGHT LAWN EQUIPMENT INC	504.17
230141	3/19/2009	INDIAN RIVER AUTO PARTS LLC	792.21
230142	3/19/2009	INDIAN RIVER AUTO PARTS LLC	926.48
230143	3/19/2009	COMMUNICATIONS INTERNATIONAL	252.00
230144	3/19/2009	ROBINSON EQUIPMENT COMPANY INC	5,125.00
230145	3/19/2009	SOUTHERN SEWER EQUIPMENT SALES	101.10
230146	3/19/2009	VETROL DATA SYSTEMS INC	2,495.00
230147	3/19/2009	VERO CHEMICAL DISTRIBUTORS INC	227.90
230148	3/19/2009	HARRISON UNIFORM CO	4,558.00
230149	3/19/2009	TOSHIBA BUSINESS SOLUTIONS FLORIDA	58.48
230150	3/19/2009	IKON OFFICE SOLUTIONS	139.32
230151	3/19/2009	IKON OFFICE SOLUTIONS	668.52
230152	3/19/2009	SCOTTS SPORTING GOODS	485.40
230153	3/19/2009	KIMLEY HORN & ASSOCIATES	2,700.00
230154	3/19/2009	MATRX MEDICAL INC	582.75
230155	3/19/2009	NORTH SOUTH SUPPLY	348.79
230156	3/19/2009	VELDE FORD INC	110.00
230157	3/19/2009	DATA FLOW SYSTEMS INC	3,446.30
230158	3/19/2009	SUPERIOR PRINTING	346.10
230159	3/19/2009	SEWELL HARDWARE	40.05
230160	3/19/2009	PARALEE COMPANY INC	1,000.00
230161	3/19/2009	COLD AIR DISTRIBUTORS WAREHOUSE	316.45
230162	3/19/2009	DELTA SUPPLY CO	359.54
230163	3/19/2009	E-Z BREW COFFEE & BOTTLE WATER SVC	101.87
230164	3/19/2009	INDIAN RIVER BATTERY	151.45
230165	3/19/2009	GRAINGER INDUSTRIAL SUPPLY	191.70
230166	3/19/2009	INDIAN RIVER OXYGEN INC	356.87
230167	3/19/2009	COCA COLA ENTERPRISE	191.18
230168	3/19/2009	TREASURE COAST REFUSE	46,375.34
230169	3/19/2009	TREASURE COAST REFUSE	1,224.69
230170	3/19/2009	MCMASTER CARR	240.59
230171	3/19/2009	AMERICAN CONCRETE INDUSTRIES	2,026.00
230172	3/19/2009	VERO LAWNMOWER CENTER	178.17
230173	3/19/2009	THE GALE GROUP	1,630.09
230174	3/19/2009	AMERIGAS INC	128.67

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230175	3/19/2009	MIKES GARAGE & WRECKER SERVICE	449.00
230176	3/19/2009	DAVES SPORTING GOODS & TROPHIES	4,270.97
230177	3/19/2009	DAILY COURIER SERVICE INC	548.00
230178	3/19/2009	APPLE INDUSTRIAL SUPPLY CO	114.93
230179	3/19/2009	BENSONS LOCK SERVICE INC	7.00
230180	3/19/2009	HACH CO	7,006.85
230181	3/19/2009	ICI PAINTS	414.21
230182	3/19/2009	ABS USA	4,305.00
230183	3/19/2009	PERKINS MEDICAL SUPPLY	555.82
230184	3/19/2009	SMITH BROTHERS CONTRACTING EQUIP	600.60
230185	3/19/2009	NATIONAL FIRE PROTECTION ASSOC	150.00
230186	3/19/2009	HD SUPPLY WATERWORKS, LTD	28,324.18
230187	3/19/2009	BOUNDTREE MEDICAL	1,418.51
230188	3/19/2009	BOUNDTREE MEDICAL	134.78
230189	3/19/2009	PETES CONCRETE	1,750.00
230190	3/19/2009	ECOTECH CONSULTANTS INC	4,045.99
230191	3/19/2009	EAST COAST MILLING TURTLE LLC	3,600.00
230192	3/19/2009	VERO BEARING & BOLT	723.55
230193	3/19/2009	ELPEX INC	1,142.30
230194	3/19/2009	ST LUCIE BATTERY & TIRE CO	96.43
230195	3/19/2009	BARTH CONSTRUCTION INC	318,265.80
230196	3/19/2009	ADVANCED A/C & HEATING	4,165.00
230197	3/19/2009	ABCO GARAGE DOOR CO	30.00
230198	3/19/2009	CHILDCARE RESOURCES	21,111.11
230199	3/19/2009	ALLIED UNIVERSAL CORP	12,397.50
230200	3/19/2009	HOMELAND IRRIGATION	12.28
230201	3/19/2009	THE EXPEDITER	78.52
230202	3/19/2009	HILL MANUFACTURING CO INC	2,430.26
230203	3/19/2009	CARQUEST AUTO PARTS	741.52
230204	3/19/2009	GOODYEAR AUTO SERVICE CENTER	192.00
230205	3/19/2009	BAKER & TAYLOR ENTERTAINMENT	19.46
230206	3/19/2009	BRANDTS APPLIANCE SERVICE	212.64
230207	3/19/2009	NORTHERN SAFETY CO	70.78
230208	3/19/2009	RECORDED BOOKS	35.26
230209	3/19/2009	ARAMARK UNIFORM SERVICES	1,284.94
230210	3/19/2009	LOWES CO INC	1,816.92
230211	3/19/2009	ODYSSEY MANUFACTURING CO	16,205.28
230212	3/19/2009	PRECISION CONTRACTING SERVICES INC	1,025.00
230213	3/19/2009	SOUTHERN COMPUTER WAREHOUSE	446.69
230214	3/19/2009	K & M ELECTRIC SUPPLY	87.67
230215	3/19/2009	VERO COLLISION CENTER	414.00
230216	3/19/2009	FIRSTLAB	669.90
230217	3/19/2009	NEC UNIFIED SOLUTIONS INC	218.00
230218	3/19/2009	4IMPRINT INC	4,028.94
230219	3/19/2009	PALM TRUCK CENTERS INC	495.81
230220	3/19/2009	NORTRAX EQUIPMENT CO	2,086.04
230221	3/19/2009	RELIABLE POLY JOHN	317.75
230222	3/19/2009	SEBASTIAN OFFICE SUPPLY CO	336.07
230223	3/19/2009	HARBOR BRANCH ENVIRONMENTAL LAB INC	7,072.50
230224	3/19/2009	PARKS AND SON INC	5,195.10
230225	3/19/2009	CITY OF VERO BEACH	53,836.31
230226	3/19/2009	CITY OF VERO BEACH	372.51
230227	3/19/2009	CITY OF VERO BEACH	1,098.59
230228	3/19/2009	CAMP DRESSER & MCKEE INC	800.00
230229	3/19/2009	APPLE MACHINE & SUPPLY CO	609.28
230230	3/19/2009	REXEL	64.15
230231	3/19/2009	INDIAN RIVER ALL FAB	1,945.21
230232	3/19/2009	AT&T	112.32
230233	3/19/2009	AT&T	28,086.74
230234	3/19/2009	UNITED PARCEL SERVICE	11.30

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230235	3/19/2009	SOUTHEAST STAFFING INC	5,708.80
230236	3/19/2009	AMERICAN SOCIETY OF CIVIL ENGINEERS	205.00
230237	3/19/2009	PETTY CASH	179.40
230238	3/19/2009	B/C B/S OF FL ADM FEE	9,619.50
230239	3/19/2009	I R C HEALTH INSURANCE - TRUST	39,752.37
230240	3/19/2009	UNIPSYCH BENEFITS OF FL INC	1,073.25
230241	3/19/2009	JANITORIAL DEPOT OF AMERICA	47.64
230242	3/19/2009	TREASURE COAST HOMELESS SERVICES	3,722.73
230243	3/19/2009	TREASURE COAST HOMELESS SERVICES	825.85
230244	3/19/2009	ATLANTIC COAST CONSTRUCTION	34,943.96
230245	3/19/2009	PUBLIX PHARMACY	22.90
230246	3/19/2009	IBM	487.00
230247	3/19/2009	INDIAN RIVER COUNTY UTILITIES	67.66
230248	3/19/2009	INDIAN RIVER COUNTY UTILITIES	694.24
230249	3/19/2009	AQUAGENIX	371.00
230250	3/19/2009	EXCHANGE CLUB CASTLE	2,986.06
230251	3/19/2009	GEOSYNTEC CONSULTANTS INC	1,188.95
230252	3/19/2009	OFFICE DEPOT BSD CUSTOMER SVC	940.62
230253	3/19/2009	INDIAN RIVER HABITAT FOR HUMANITY	75.00
230254	3/19/2009	AMERICAN RED CROSS	25.00
230255	3/19/2009	WEST PAYMENT CENTER	398.50
230256	3/19/2009	FEDERAL EXPRESS	19.03
230257	3/19/2009	HOOVERS INC	135.00
230258	3/19/2009	COMO OIL COMPANY OF FLORIDA	79.92
230259	3/19/2009	COMO OIL COMPANY OF FLORIDA	2,715.81
230260	3/19/2009	FLORIDA FIRE CHIEFS ASSOCIATION	285.00
230261	3/19/2009	KILPATRICK TURF EQUIPMENT INC	268.12
230262	3/19/2009	PERKINS INDIAN RIVER PHARMACY	126.81
230263	3/19/2009	NEXTEL COMMUNICATIONS	458.28
230264	3/19/2009	NEXTEL COMMUNICATIONS	181.11
230265	3/19/2009	NEXTEL COMMUNICATIONS	420.00
230266	3/19/2009	PRIDE ENTERPRISES INC	2,240.00
230267	3/19/2009	SCRIPPS TREASURE COAST PUBLISHING	600.00
230268	3/19/2009	CALLAWAY GOLF	1,858.27
230269	3/19/2009	FLORIDA POWER AND LIGHT	10,179.81
230270	3/19/2009	FLORIDA POWER AND LIGHT	364.66
230271	3/19/2009	UNITED STATES LIFESAVING ASSOCIATN	300.00
230272	3/19/2009	KENNETH SCOTT ELLIS	10.68
230273	3/19/2009	BLUE CROSS & BLUE SHIELD of FLORIDA	1,384.74
230274	3/19/2009	PHILLIP J MATSON	48.06
230275	3/19/2009	GIFFORD YOUTH ACTIVITY CENTER	2,808.82
230276	3/19/2009	DERRICO CONSTRUCTION CORP	35,296.02
230277	3/19/2009	CITY OF FELLSMERE	11.68
230278	3/19/2009	GLOBAL GOLF SALES INC	9.15
230279	3/19/2009	WASTE MANAGEMENT INC	134,851.06
230280	3/19/2009	WASTE MANAGEMENT INC	864.85
230281	3/19/2009	LANGUAGE LINE SERVICES	343.29
230282	3/19/2009	HIBISCUS CHILDRENS CENTER	800.00
230283	3/19/2009	COMPLETE ELECTRIC INC	1,067.86
230284	3/19/2009	JAMES W DAVIS	174.79
230285	3/19/2009	HOMELESS FAMILY CENTER INC	5,815.34
230286	3/19/2009	AGENCY FOR HEALTH CARE ADMIN	62,763.39
230287	3/19/2009	COLLEEN DANGELO	175.00
230288	3/19/2009	COX GIFFORD SEAWINDS	800.00
230289	3/19/2009	PHYLICIA WIGGINS	50.00
230290	3/19/2009	UNITED HEALTH CARE	622.42
230291	3/19/2009	GERALD A YOUNG SR	64.00
230292	3/19/2009	KURT STEFFEN	60.00
230293	3/19/2009	EMBASSY SUITES HOTEL	264.00
230294	3/19/2009	GENE MILES	144.00

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230295	3/19/2009	OHAIRE QUINN CANDLER & CASALINO	1,584.55
230296	3/19/2009	RUSSELL CONCRETE INC	7,462.18
230297	3/19/2009	WESTSIDE REPROGRAPHICS OF VERO BEACH INC	28.86
230298	3/19/2009	GOVERNORS HURRICANE CONFERENCE	150.00
230299	3/19/2009	LINE GAGNON	17.00
230300	3/19/2009	H & D CONSTRUCTION CO INC	243,961.56
230301	3/19/2009	REGATTA CONSTRUCTION LLC	6,451.50
230302	3/19/2009	ALL COUNTY FUNERAL HOME & CREMATORY	300.00
230303	3/19/2009	ADVANCED XEROGRAPHICS IMAGING SYS	2,729.62
230304	3/19/2009	LINDSEY GEIB	90.00
230305	3/19/2009	TIM GEIB	36.00
230306	3/19/2009	ISLAND TITLE AGENCY	39,309.93
230307	3/19/2009	USDA	500.00
230308	3/19/2009	LAQUINTA	64.00
230309	3/19/2009	BLUE SHIELD FLORIDA FEDERAL	706.00
230310	3/19/2009	GENAPURE ANALYTICAL SERVICES INC	12,234.50
230311	3/19/2009	GENAPURE ANALYTICAL SERVICES INC	23,430.75
230312	3/19/2009	SYMETRA LIFE INSURANCE COMPANY	2,515.38
230313	3/19/2009	SHRIEVE CHEMICAL CO	8,958.13
230314	3/19/2009	GATOR'S SOD	200.00
230315	3/19/2009	CHIP LANDERS	850.00
230316	3/19/2009	MR MULCH	474.24
230317	3/19/2009	FLAGLER CONSTRUCTION EQUIPMENT LLC	691.77
230318	3/19/2009	GREAT SOUTHERN CONSTRUCTION	63.50
230319	3/19/2009	INDIAN RIVER CO BOCC	278.10
230320	3/19/2009	JEAN PETERS	20.00
230321	3/19/2009	PINO, RICHARD	35.68
230322	3/19/2009	CINTAS FIRE PROTECTION	180.59
230323	3/19/2009	UNITED RENTAL	327.50
230324	3/19/2009	CONTROL SYSTEMS DESIGN INC	1,800.00
230325	3/19/2009	VAN WAL INC	30.00
230326	3/19/2009	SYNAGRO	74,206.55
230327	3/19/2009	COMPLETE CLEANING SERVICE	1,995.00
230328	3/19/2009	BIG BROTHERS AND BIG SISTERS	833.33
230329	3/19/2009	FLINT TRADING INC	32.09
230330	3/19/2009	GARY C WHEELER	161.37
230331	3/19/2009	SNL, INC.	1,512.00
230332	3/19/2009	TINA BAKER	360.00
230333	3/19/2009	ATLANTIC TRUCK CENTER	3,032.01
230334	3/19/2009	POLISH AMERICAN SOCIAL CLUB	1,500.00
230335	3/19/2009	UNITED RENTALS	247.81
230336	3/19/2009	BRIDGESTONE GOLF INC	658.59
230337	3/19/2009	SOUTHERN JANITOR SUPPLY INC	675.44
230338	3/19/2009	NEW WORLD SYSTEMS CORPORATION	945.00
230339	3/19/2009	ADVANCED ELECTRICAL SYSTEMS, INC.	750.00
230340	3/19/2009	OLIVER'S PLUMBING INC	494.68
230341	3/19/2009	UNITED FOR FAMILIES	1,220.48
230342	3/19/2009	MARONDA HOMES	79.90
230343	3/19/2009	MARONDA HOMES	68.22
230344	3/19/2009	CAPITAL OFFICE PRODUCTS	104.90
230345	3/19/2009	DICKERSON FLORIDA INC	412.41
230346	3/19/2009	DICKERSON FLORIDA INC	38,915.92
230347	3/19/2009	UNICARE	302.40
230348	3/19/2009	HARCROS CHEMICALS, INC.	13,012.96
230349	3/19/2009	GLOVER OIL COMPANY INC	40,755.07
230350	3/19/2009	STEVE FAISON	54.00
230351	3/19/2009	CONSERVATION FUND	891.00
230352	3/19/2009	PASSAGE ISLAND HOMES INC	68.22
230353	3/19/2009	BAYTREE CONDO ASSOC	1,029.65
230354	3/19/2009	BIO-TECH MEDICAL WASTE TRANSPORTERS INC	120.00

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230355	3/19/2009	DANE PFARR	54.00
230356	3/19/2009	JACOB GEIB	72.00
230357	3/19/2009	FLORIDA CONCRETE PIPE CORP	15,548.80
230358	3/19/2009	DAYSPRING	250.00
230359	3/19/2009	VOYAGER FLEET SYSTEMS INC	11,104.74
230360	3/19/2009	MNMB LLC	400.00
230361	3/19/2009	OCE' NORTH AMERICA INC	1,100.19
230362	3/19/2009	MALA GEOSCIENCE USA INC	820.00
230363	3/19/2009	METRO FIRE SPRINKLERS SERVICE INC	537.95
230364	3/19/2009	1ST FIRE & SECURITY INC	233.75
230365	3/19/2009	KENNY CAMPBELL JR	42.50
230366	3/19/2009	COVERALL CLEANING CONCEPTS	1,903.00
230367	3/19/2009	FLORIDA ASSOC OF COUNTY ENG	170.00
230368	3/19/2009	SEACOAST NATIONAL BANK	281.52
230369	3/19/2009	WHEELABRATOR RIDGE ENERGY INC	4,402.15
230370	3/19/2009	YELLOW BOOK	186.00
230371	3/19/2009	ASAP	85.00
230372	3/19/2009	CHRIS COFFEY	40.00
230373	3/19/2009	TARGET SAFETY	23,730.00
230374	3/19/2009	ST FRANCIS ANIMAL HOSPITAL	69.44
230375	3/19/2009	JOHNNY B SMITH	40.00
230376	3/19/2009	MARK HEBERLING	234.00
230377	3/19/2009	DALE SIMCHICK	81.30
230378	3/19/2009	MUNICIPAL WATER WORKS	4,130.03
230379	3/19/2009	SALVANT, SIMON P	1.48
230380	3/19/2009	TERRY TANKERSLEY	36.00
230381	3/19/2009	SENIOR RESOURCE ASSOCIATION	116,454.27
230382	3/19/2009	CHARLES A WALKER	108.00
230383	3/19/2009	HUBBERT, LISA A	77.13
230384	3/19/2009	DIANA MASTERS	24.50
230385	3/19/2009	ABSOLUTE AIR INC	820.00
230386	3/19/2009	DI VOSTA HOMES L P	144.96
230387	3/19/2009	CEMEX	31.36
230388	3/19/2009	MARK GOOD	130.00
230389	3/19/2009	DIXIE LOMBARD	100.00
230390	3/19/2009	CHANCE, CLARA SWANIGAN	40.54
230391	3/19/2009	GERDTS, DOUGLAS A	26.00
230392	3/19/2009	POLHEMUS, JOHN	68.22
230393	3/19/2009	GUITIERREZ, DOMICIANO	35.74
230394	3/19/2009	ARTISTIC CONFECTIONS	300.00
230395	3/19/2009	T J BELMONTE & ASSOC	77.53
230396	3/19/2009	GEORGE, RICHARD & LYNNE	21.50
230397	3/19/2009	RIVERFRONT GROVES INC	2,300.15
230398	3/19/2009	WEIGHT WATCHERS INC	166.77
230399	3/19/2009	H & J CONTRACTING INC	802,328.58
230400	3/19/2009	STERPAL INC	600.00
230401	3/19/2009	STERPAL INC	600.00
230402	3/19/2009	SOVEREIGN MEDICAL LLC	1,006.00
230403	3/19/2009	TREASURE COAST FOOD BANK	78.37
230404	3/19/2009	DYER CHEVROLET	92.76
230405	3/19/2009	TRENT REALTY INC	78.32
230406	3/19/2009	COOLERSMART	244.65
230407	3/19/2009	DEUTSCHE BANK NATL TRUST	3.13
230408	3/19/2009	US BANK NATIONAL ASSOC	84.16
230409	3/19/2009	STANDARD LIFE INSURANCE	539.70
230410	3/19/2009	ALTIZER, GARY	72.67
230411	3/19/2009	K'S COMMERCIAL CLEANING	1,700.00
230412	3/19/2009	JESSE VOLANTE TRUCKING INC	8,099.10
230413	3/19/2009	KARRISSA MORGAN	32.50
230414	3/19/2009	CJ'S SALES AND SERVICE OF OCALA INC	3,050.00

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230415	3/19/2009	CKA AND ASSOCIATES INC	73,222.99
230416	3/19/2009	BRIAN CAMPBELL	52.00
230417	3/19/2009	EQ THE ENVIRONMENTAL QUALITY COMPANY	7,376.06
230418	3/19/2009	ROBERTA HALL	116.22
230419	3/19/2009	INTERSTATE ENGINEERING CORP	116,691.61
230420	3/19/2009	FLUID FLOW OF FLORIDA INC	1,386.00
230421	3/19/2009	ECLECTIC ENTERTAINMENT	275.00
230422	3/19/2009	TRUCK MAX	424.13
230423	3/19/2009	CUBIOTTI JR, SAMUEL V	59.07
230424	3/19/2009	TRITEL INC	247.50
230425	3/19/2009	JEANNE BRYANT	90.00
230426	3/19/2009	BILL BARNETT APPLIANCE REPAIR	139.00
230427	3/19/2009	JUSTIN FORGET	4.58
230428	3/19/2009	HAWAIIAN AIR CONDITIONING & HEATING LLC	609.95
230429	3/19/2009	WELLS FARGO BANK	42.33
230430	3/19/2009	SMITH, TERRY L	41.77
230431	3/19/2009	SENECAL, TAWANA	28.67
230432	3/19/2009	CUFF, SUMMER	47.10
230433	3/19/2009	PARROTT, SEAN	35.74
230434	3/19/2009	JACKSON, JAMES	7.25
230435	3/19/2009	BETANCOURT, CHRISTOPHER	38.41
230436	3/19/2009	SEFICK, JOHN	36.94
230437	3/19/2009	GAUGHRAN, DIANE C	58.76
230438	3/19/2009	KERSEY III, ARDEN G	40.41
230439	3/19/2009	HARDRICK, TOMEKA	35.74
230440	3/19/2009	JARRETT, EMILY	33.41
230441	3/19/2009	WORTMANN, JOYCE M	92.29
230442	3/19/2009	SULLIVAN, NANCY & EDMUND	100.93
230443	3/19/2009	HUGHES, MARY E	36.94
230444	3/19/2009	JAMES, JANE	57.49
230445	3/19/2009	MAY, TINA	8.07
230446	3/19/2009	RAMIREZ, OSCAR	30.16
230447	3/19/2009	THOMAS, TIMOTHY & RACHEL	55.22
230448	3/19/2009	SALAZAR, ANDREA	53.48
230449	3/19/2009	JAEHNKE, DANIEL	1.20
230450	3/19/2009	AFP ENTERPRISES INC	53.48
230451	3/19/2009	CENTEX HOMES	274.42
230452	3/19/2009	BECK, JOHN & LINDA	79.90
230453	3/19/2009	CHETTUM, ROBERT & KERI	62.86
230454	3/19/2009	MASSE, SHAWN	46.30
230455	3/19/2009	SANDERS, ASHLEY	25.46
230456	3/19/2009	GORDON FOOD SERVICE INC	422.44
230457	3/19/2009	KARSTEN MCMORRIS	252.91
230458	3/19/2009	JOAN KENNY	88.09
230459	3/19/2009	VINCENT STANTON	77.11
230460	3/19/2009	NICHOLAS CUTRONE	33.00
230461	3/19/2009	MARBRISA HOMEOWNERS ASSOCIATION INC	2,283.60
230462	3/19/2009	ROSE M DEES	86.78
230463	3/19/2009	THOMAS GINN	88.09
230464	3/19/2009	PAUL DIEHL	13.06
230465	3/19/2009	NATL INSTITUTE FOR AUTOMOTIVE	171.00
230466	3/19/2009	DAVID & CONNIE SPICER	50.00
230467	3/19/2009	ADVANCED SURVEYING TECHNOLOGY	129.00

Grand Total:

2,852,768.46

CLERK OF CIRCUIT COURT**INTEROFFICE MEMORANDUM**

TO: HONORABLE BOARD OF COUNTY COMMISSIONERS

DATE: MARCH 26, 2009

SUBJECT: APPROVAL OF WARRANTS AND WIRES
MARCH 20, 2009 THRU MARCH 26, 2009

FROM: DIANE BERNARDO- FINANCE DIRECTOR

In compliance with Chapter 136.06, Florida Statutes, all warrants issued by the Board of County Commissioners are to be recorded in the Board minutes.

Approval is requested for the attached list of warrants, issued by the Clerk to the Board, for the time period of March 20, 2009 to March 26, 2009.

Attachment:

DB: MS

CHECKS WRITTEN

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230468	3/20/2009	B/C B/S HEALTH INS-TRUST PAYROLL	0.00 VOID
230469	3/20/2009	B/C B/S OF FL ADM FEE	0.00 VOID
230470	3/20/2009	I R C HEALTH INSURANCE - TRUST	0.00 VOID
230471	3/20/2009	UNIPSYCH BENEFITS OF FL INC	0.00 VOID
230472	3/20/2009	SYMETRA LIFE INSURANCE COMPANY	0.00 VOID
230473	3/24/2009	B/C B/S HEALTH INS-TRUST PAYROLL	98,310.00
230474	3/24/2009	B/C B/S OF FL ADM FEE	48,400.00
230475	3/24/2009	I R C HEALTH INSURANCE - TRUST	462,024.00
230476	3/24/2009	UNIPSYCH BENEFITS OF FL INC	5,400.00
230477	3/24/2009	SYMETRA LIFE INSURANCE COMPANY	12,656.00
230478	3/24/2009	STANDARD LIFE INSURANCE	9,229.92
230479	3/24/2009	STANDARD LF OPT	11,804.95
230480	3/26/2009	EVERGLADES FARM EQUIPMENT CO INC	37.00
230481	3/26/2009	PORT CONSOLIDATED INC	15,557.98
230482	3/26/2009	BIRCHWOOD LABORATORIES INC	990.00
230483	3/26/2009	PRAXAIR DISTRIBUTION SOUTHEAST LLC	92.28
230484	3/26/2009	GOODKNIGHT LAWN EQUIPMENT INC	35.90
230485	3/26/2009	INDIAN RIVER AUTO PARTS LLC	435.61
230486	3/26/2009	INDIAN RIVER AUTO PARTS LLC	738.45
230487	3/26/2009	COMMUNICATIONS INTERNATIONAL	19,031.03
230488	3/26/2009	HARRISON UNIFORM CO	8,093.25
230489	3/26/2009	TOSHIBA BUSINESS SOLUTIONS FLORIDA	21.18
230490	3/26/2009	KIMLEY HORN & ASSOCIATES	3,149.00
230491	3/26/2009	NORTH SOUTH SUPPLY INC	111.37
230492	3/26/2009	VELDE FORD INC	747.92
230493	3/26/2009	SAFETY PRODUCTS INC	187.74
230494	3/26/2009	STEWART MINING INDUSTRIES	337.23
230495	3/26/2009	ATCO TOOL SUPPLY	60.29
230496	3/26/2009	COLD AIR DISTRIBUTORS WAREHOUSE	229.93
230497	3/26/2009	INDIAN RIVER BATTERY	245.00
230498	3/26/2009	KELLY TRACTOR CO	580.30
230499	3/26/2009	REAL ESTATE AND MANGEMENT GROUP INC	3,000.00
230500	3/26/2009	BRIGGS CONSTRUCTION EQUIPMENT	40.06
230501	3/26/2009	F&W PUBLICATIONS	12.41
230502	3/26/2009	F&W PUBLICATIONS	15.60
230503	3/26/2009	THE GALE GROUP	417.17
230504	3/26/2009	DAVIDSON TITLES INC	2,228.06
230505	3/26/2009	AMERIGAS INC	2,384.22
230506	3/26/2009	MARSHALL CAVENDISH CORP	161.73
230507	3/26/2009	MIKES GARAGE & WRECKER SERVICE INC	230.00
230508	3/26/2009	SUNRISE TRACTOR	99.75
230509	3/26/2009	DAVES SPORTING GOODS & TROPHIES	862.80
230510	3/26/2009	APPLE INDUSTRIAL SUPPLY CO	89.30
230511	3/26/2009	LABOR FINDERS INC	367.50
230512	3/26/2009	DATA SUPPLIES INC	511.91
230513	3/26/2009	MASTELLER MOLER REED & TAYLOR INC	5,967.00
230514	3/26/2009	GALLS INC	90.97
230515	3/26/2009	BOUNDTREE MEDICAL	175.32
230516	3/26/2009	SCHULKE BITTLE & STODDARD LLC	5,565.09
230517	3/26/2009	BRODART COMPANY	105.00
230518	3/26/2009	EXPRESS REEL GRINDING INC	479.90
230519	3/26/2009	ELPEX INC	4,379.43
230520	3/26/2009	FIRESTONE COMPLETE AUTO CARE	886.23
230521	3/26/2009	ST LUCIE BATTERY & TIRE CO	2,749.52
230522	3/26/2009	CALL ONE INC	569.85
230523	3/26/2009	ECOLOGICAL ASSOCIATES INC	9,360.00
230524	3/26/2009	SOLINET INC	408.52
230525	3/26/2009	AHEAD HEADGEAR INC	206.94

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230526	3/26/2009	CHILDCARE RESOURCES	750.00
230527	3/26/2009	R & G SOD FARMS	220.00
230528	3/26/2009	PETERSEN INDUSTRIES INC	3,436.84
230529	3/26/2009	CARQUEST AUTO PARTS	2,177.04
230530	3/26/2009	GOODYEAR AUTO SERVICE CENTER	44.00
230531	3/26/2009	LESCO INC	105.00
230532	3/26/2009	BAKER & TAYLOR ENTERTAINMENT	3,524.21
230533	3/26/2009	MIDWEST TAPE	1,502.72
230534	3/26/2009	HARRIS SANITATION INC	74,237.32
230535	3/26/2009	RECORDED BOOKS	5.95
230536	3/26/2009	ARAMARK UNIFORM SERVICES	632.50
230537	3/26/2009	LOWES CO INC	484.37
230538	3/26/2009	PRECISION CONTRACTING SERVICES INC	26,407.50
230539	3/26/2009	SOUTHERN COMPUTER WAREHOUSE	120.54
230540	3/26/2009	SHARPE REFERENCE	284.00
230541	3/26/2009	BAKER DISTRIBUTING CO	495.96
230542	3/26/2009	NEC UNIFIED SOLUTIONS INC	660.00
230543	3/26/2009	MONTGOMERY TECHNOLOGY INC	1,364.36
230544	3/26/2009	PALM TRUCK CENTERS INC	62.21
230545	3/26/2009	OFFICE PRODUCTS & SERVICES INC	359.80
230546	3/26/2009	NORTRAX EQUIPMENT CO	34.55
230547	3/26/2009	NORTRAX EQUIPMENT CO	1,124.41
230548	3/26/2009	THE PENWORTHY COMPANY	571.16
230549	3/26/2009	SEBASTIAN OFFICE SUPPLY CO	156.48
230550	3/26/2009	ALL FLORIDA GMAC REAL ESTATE	425.00
230551	3/26/2009	RONALD JACKSON	550.00
230552	3/26/2009	LINDSEY GARDENS APARTMENTS	1,808.00
230553	3/26/2009	PER-SE TECHNOLOGIES INC	25,493.75
230554	3/26/2009	CLERK OF CIRCUIT COURT	4,371.60
230555	3/26/2009	CLERK OF CIRCUIT COURT	9,676.00
230556	3/26/2009	ROGER J NICOSIA DO	160.00
230557	3/26/2009	CITY OF VERO BEACH	16,008.84
230558	3/26/2009	CITY OF VERO BEACH	600.00
230559	3/26/2009	CAMP DRESSER & MCKEE INC	2,042.50
230560	3/26/2009	APPLE MACHINE & SUPPLY CO	1,296.73
230561	3/26/2009	INDIAN RIVER ALL FAB INC	250.00
230562	3/26/2009	AT&T	6,882.55
230563	3/26/2009	AT&T	9,990.96
230564	3/26/2009	AT&T	193.35
230565	3/26/2009	AT&T	604.61
230566	3/26/2009	UNITED PARCEL SERVICE	32.65
230567	3/26/2009	EBSCO INFORMATION SERVICES	24,605.10
230568	3/26/2009	UNITED STATES POSTAL SERVICE	100.00
230569	3/26/2009	TREASURE COAST REGIONAL PLANNING	3,000.00
230570	3/26/2009	JANITORIAL DEPOT OF AMERICA INC	3,716.50
230571	3/26/2009	HUMANE SOCIETY	28,350.00
230572	3/26/2009	PUBLIX PHARMACY	79.90
230573	3/26/2009	WAL MART	60.00
230574	3/26/2009	GEM-DANDY, INC	400.18
230575	3/26/2009	INDIAN RIVER COUNTY UTILITIES	19,233.39
230576	3/26/2009	CLEVELAND GOLF/SRIXON	1,035.62
230577	3/26/2009	TOTAL TRUCK PARTS	2,817.68
230578	3/26/2009	FOOTJOY	65.22
230579	3/26/2009	INTERNATIONAL GOLF MAINTENANCE	94,338.25
230580	3/26/2009	GEOSYNTEC CONSULTANTS INC	49,907.82
230581	3/26/2009	OFFICE DEPOT BSD CUSTOMER SVC	1,000.17
230582	3/26/2009	FEDERAL EXPRESS	53.06
230583	3/26/2009	FEDERAL EXPRESS	25.41
230584	3/26/2009	COMO OIL COMPANY OF FLORIDA	4,518.51
230585	3/26/2009	MANPOWER	404.25

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230586	3/26/2009	CITY OF SEBASTIAN	19,199.28
230587	3/26/2009	PERKINS INDIAN RIVER PHARMACY	312.67
230588	3/26/2009	SCRIPPS TREASURE COAST PUBLISHING	99.06
230589	3/26/2009	SCRIPPS TREASURE COAST PUBLISHING	600.00
230590	3/26/2009	CORPORATION OF THE PRESIDENT	33.00
230591	3/26/2009	CALLAWAY GOLF	126.87
230592	3/26/2009	FLORIDA POWER AND LIGHT	111,243.60
230593	3/26/2009	TITLEIST	722.25
230594	3/26/2009	MIKE CLIFFORD	375.97
230595	3/26/2009	INDIAN RIVER COUNTY TAX COLLECTOR	8,886.82
230596	3/26/2009	INDIAN RIVER COUNTY TAX COLLECTOR	2,724.92
230597	3/26/2009	TAYLOR MADE	33.22
230598	3/26/2009	APPLIED TECHNOLOGY & MANAGEMENT	8,500.70
230599	3/26/2009	GIFFORD YOUTH ACTIVITY CENTER	15,200.56
230600	3/26/2009	STATE ATTORNEY	18,302.86
230601	3/26/2009	THOMAS BLACKBURN	2,404.95
230602	3/26/2009	HARRIS COTHERMAN,JONES	17,985.00
230603	3/26/2009	FLORIDA DEPT OF ENVIRONMENTAL PROTECTION	500.00
230604	3/26/2009	FLORIDA DEPT OF ENVIRONMENTAL PROTECTION	35.00
230605	3/26/2009	TREASURE COAST SPORTS COMMISSION	17,907.68
230606	3/26/2009	ELIZABETH POLICK	33.38
230607	3/26/2009	INDIAN RIVER COUNTY HEALTHY START	17,777.78
230608	3/26/2009	THE WALL STREET JOURNAL	363.48
230609	3/26/2009	GERALD A YOUNG SR	40.00
230610	3/26/2009	EMERGENCY VEHICLE	100.00
230611	3/26/2009	SALEM PRESS	309.40
230612	3/26/2009	VENETIAN APARTMENTS OF VERO BEACH	561.00
230613	3/26/2009	WORLD OF VISION	90.00
230614	3/26/2009	NAEMT/PHTLS	135.00
230615	3/26/2009	WESTSIDE REPROGRAPHICS OF VERO BEACH INC	45.24
230616	3/26/2009	WIGINTON FIRE SPRINKLERS	725.00
230617	3/26/2009	KEEP INDIAN RIVER BEAUTIFUL INC	3,498.05
230618	3/26/2009	BROWN & CALDWELL	9,062.95
230619	3/26/2009	REGATTA CONSTRUCTION LLC	8,715.50
230620	3/26/2009	HAMPTON INN LAKELAND	445.00
230621	3/26/2009	LINDSEY GEIB	36.00
230622	3/26/2009	TIM GEIB	36.00
230623	3/26/2009	DONADIO AND ASSOCIATES ARCHITECTS	848.25
230624	3/26/2009	PINNACLE GROVE LTD	455.00
230625	3/26/2009	DAVID J SPARKS	380.00
230626	3/26/2009	A M PLAYER INC	106.11
230627	3/26/2009	KIMBALL MIDWEST	112.01
230628	3/26/2009	RECHTIEN INTERNATIONAL	202.56
230629	3/26/2009	BERNTSEN INTERNATIONAL INC	606.20
230630	3/26/2009	PUKKA INC	1,213.00
230631	3/26/2009	FLORIDA SECTION IMSA	120.00
230632	3/26/2009	FLAGLER CONSTRUCTION EQUIPMENT LLC	1,404.45
230633	3/26/2009	FLORIDA TREND	20.00
230634	3/26/2009	JEAN PETERS	20.00
230635	3/26/2009	PRUETT, ARTHUR	77.53
230636	3/26/2009	FLORIDA DEPT OF JUVENILE JUSTICE	37,013.09
230637	3/26/2009	STEPHEN BRITTINGHAM	75.75
230638	3/26/2009	CARUTHERS, SUSAN	62.86
230639	3/26/2009	GRACE BABTIST CHURCH OF VERO BEACH	30,000.00
230640	3/26/2009	FLORIDA RURAL LEGAL SERVICES INC	3,331.35
230641	3/26/2009	RANDOM HOUSE INC	731.90
230642	3/26/2009	COASTAL TECHNOLOGY CORPORATION	80,752.03
230643	3/26/2009	SHUBIN & BASS PA	380.57
230644	3/26/2009	SOUTHERN JANITOR SUPPLY INC	1,173.61
230645	3/26/2009	SWANK MOTION PICTURES INC	720.00

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230646	3/26/2009	HERNANDEZ, ALEYDA	68.22
230647	3/26/2009	TOEDTMAN, JOHN R	30.69
230648	3/26/2009	FLORIDA LEVEL & TRANSIT CO INC	769.04
230649	3/26/2009	SUSAN HARTMANN/AGENT	577.00
230650	3/26/2009	CAPITAL OFFICE PRODUCTS	1,444.04
230651	3/26/2009	WHISPERING PALMS MHC LLC	266.00
230652	3/26/2009	ANTENNA PLUS	481.02
230653	3/26/2009	WOODSIDE HOMES	60,755.83
230654	3/26/2009	BEACHLAND CLEANING SERVICE	970.00
230655	3/26/2009	GLOVER OIL COMPANY INC	13,651.77
230656	3/26/2009	STEVE FAISON	54.00
230657	3/26/2009	WEISBROT, MARION & JOHN	80.17
230658	3/26/2009	REHRIG PACIFIC COMPANY	31,302.18
230659	3/26/2009	SHOEBOX SCANNING	1,035.00
230660	3/26/2009	DANE PFARR	54.00
230661	3/26/2009	UNITED MEDICAL INDUSTRIES CORP	203.00
230662	3/26/2009	COLLEGE POINT LLC	521.00
230663	3/26/2009	ARDAMAN & ASSOCIATES	316.50
230664	3/26/2009	VEROMA MANAGEMENT	18,942.00
230665	3/26/2009	HFB OF FLORIDA LLC	575.00
230666	3/26/2009	BRILLIANCE AUDIO	21.98
230667	3/26/2009	METRO FIRE SPRINKLERS SERVICE INC	723.50
230668	3/26/2009	1ST FIRE & SECURITY INC	205.00
230669	3/26/2009	KENNY CAMPBELL JR	54.00
230670	3/26/2009	MILLERS HEALTH MART PHARMACY	134.81
230671	3/26/2009	STANLEY DORITY	17,000.00
230672	3/26/2009	SONRISE VILLAS	500.00
230673	3/26/2009	ALL PRO PAINT & BODY SHOP	755.20
230674	3/26/2009	HOWELL, LETHA	47.60
230675	3/26/2009	ST FRANCIS ANIMAL HOSPITAL	250.34
230676	3/26/2009	SCNS INC	64.80
230677	3/26/2009	MARY COLLIS	80.00
230678	3/26/2009	MARK HEBERLING	54.00
230679	3/26/2009	MEEKS, RONNIE	11.71
230680	3/26/2009	MARRERO TEAM.COM REAL ESTATE LLC	111.94
230681	3/26/2009	SPACE COAST CREDIT UNION	64.44
230682	3/26/2009	TERRY TANKERSLEY	36.00
230683	3/26/2009	ENGLEHART, JOHN & HEATHER	24.90
230684	3/26/2009	OK GENERATORS	882.00
230685	3/26/2009	CONCRETE PRODUCTS OF PALM BEACHES	2,406.00
230686	3/26/2009	GETAWAY MARKETING INC	44.88
230687	3/26/2009	CHARLES A WALKER	72.00
230688	3/26/2009	MARTHA CLEARY	1,179.00
230689	3/26/2009	BIOREM C/O TSC-JACOBS	5,000.00
230690	3/26/2009	PENINSULAR ELECTRIC DISTRIBUTORS INC	1,064.33
230691	3/26/2009	GARY MONROE	450.00
230692	3/26/2009	SUCHORSKI, KENNETH & MARGARET	38.35
230693	3/26/2009	UP TO CODE INC	9,751.50
230694	3/26/2009	DI VOSTA HOMES L P	130.55
230695	3/26/2009	EXTREME SHUTTER SYSTEMS	2,650.00
230696	3/26/2009	REDLANDS CHRISTIAN MIGRANT ASSOC	3,440.64
230697	3/26/2009	ZOLLA, RONALD W	79.90
230698	3/26/2009	CAPITO, CATHERINE	35.05
230699	3/26/2009	CAMACHO, SEAN	78.48
230700	3/26/2009	MEHAFFEY, JAMES	116.75
230701	3/26/2009	FLETCHER, RICHARD & DONNA	2,066.08
230702	3/26/2009	FIORDILINO, VINCENT	5.06
230703	3/26/2009	HUMMEL, KEITH	41.91
230704	3/26/2009	CRYSTAL BAY LLC	73.58
230705	3/26/2009	PILLOW, AMANDA	5.49

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230706	3/26/2009	WENDT, RODNEY A	93.89
230707	3/26/2009	SCHWEY, BENJAMIN	38.41
230708	3/26/2009	BURKE, JAY & KATHY	47.31
230709	3/26/2009	POWELL, MARTHA & CRAIG	37.84
230710	3/26/2009	USINA, VERNON	15.26
230711	3/26/2009	HEINLEIN, JOSEPH A	26.11
230712	3/26/2009	GIAMPOLO, NANCY	57.49
230713	3/26/2009	READING JR, ROBERT J	18.15
230714	3/26/2009	CAOILI, ERIC	94.85
230715	3/26/2009	COTTON, WILLIAM	62.24
230716	3/26/2009	WILCOX, DAVID S & DONNA	59.07
230717	3/26/2009	VIRGINIA PINES	531.00
230718	3/26/2009	H & J CONTRACTING INC	223,498.66
230719	3/26/2009	SANDPIPER APARTMENTS	293.00
230720	3/26/2009	TREASURE COAST FOOD BANK	703.21
230721	3/26/2009	DYER CHEVROLET	286.84
230722	3/26/2009	COLDWELL BANKER ED SCHLITT REALTORS	34.54
230723	3/26/2009	AQUIFER MAINTENANCE & PERFORMANCE	3,517.50
230724	3/26/2009	FIRST CLASS COACH SALES CORP	1,442.93
230725	3/26/2009	MICHELLE T VAN KEULEN	200.00
230726	3/26/2009	L&L DISTRIBUTORS	141.83
230727	3/26/2009	PAULA WHIDDON	486.00
230728	3/26/2009	JONES EDMUNDS AND ASSCOLATES INC	11,511.00
230729	3/26/2009	NICOLACE MARKETING INC	611.25
230730	3/26/2009	CJS SALES AND SERVICE OF OCALA INC	3,271.00
230731	3/26/2009	RUTIGLIANO, CARLO	6.32
230732	3/26/2009	DANIEL E ST ANDRE	72.00
230733	3/26/2009	ADETAYO ADELAKUN	23.73
230734	3/26/2009	DIBO INC D/B/A/ TIKI SANDALS	73.78
230735	3/26/2009	LENNAR HOMES	84.90
230736	3/26/2009	TRITEL INC	49.50
230737	3/26/2009	JEANNE BRYANT	72.00
230738	3/26/2009	WILLIAM BOLTON	40.00
230739	3/26/2009	HAWAIIAN AIR CONDITIONING & HEATING LLC	688.95
230740	3/26/2009	CENTEX HOMES	210.16
230741	3/26/2009	PORTER, JUDITH	80.72
230742	3/26/2009	REED, ERIKA	46.30
230743	3/26/2009	INDYMAC BANK	10.47
230744	3/26/2009	MORROW, JANET M	2.80
230745	3/26/2009	JONES, THOMAS	33.76
230746	3/26/2009	BEAN, LORI D	3.01
230747	3/26/2009	HARRIS, BRITTANY	23.54
230748	3/26/2009	SPENCE, MARY	71.76
230749	3/26/2009	HAWKINS, KEVIN	28.28
230750	3/26/2009	BARKWELL BASTOS, SHARON	6.56
230751	3/26/2009	WATTS, REGINA	30.85
230752	3/26/2009	DU PONT, CYNTHIA	57.49
230753	3/26/2009	JOHNSON, PAUL H	53.64
230754	3/26/2009	DEMONS, WILLIE	82.50
230755	3/26/2009	SMITH, CEDAR	25.72
230756	3/26/2009	EVANS, SUE	38.35
230757	3/26/2009	FISH, JASON	21.76
230758	3/26/2009	KNIGHT, RONNIE	1.44
230759	3/26/2009	TORY, ALICE	33.46
230760	3/26/2009	ALEXANDER, MICHAEL	29.98
230761	3/26/2009	MASTERS, DIANA T	24.09
230762	3/26/2009	LESTER, DAVID & CARLA	57.49
230763	3/26/2009	FISKE, ANDREW	74.54
230764	3/26/2009	SANTILLES 2833 LLC	69.80
230765	3/26/2009	DIETRICH, TRICIA	25.50

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230766	3/26/2009	ROWE, NANCY	1.56
230767	3/26/2009	BRIAN MURPHY	3,795.58
230768	3/26/2009	JANSU ADAMS INC	14,007.00
230769	3/26/2009	JP MORGAN CHASE BANK	1.64
230770	3/26/2009	JELLISON, RICHARD L	83.17
230771	3/26/2009	MARKISEN, BRET	83.17
230772	3/26/2009	DEGEL, ALAN	39.85
230773	3/26/2009	LAURIE, MARILYN J & ALFRED	22.52
230774	3/26/2009	BRANAM, JOE	30.61
230775	3/26/2009	CRIST, TRISHA	57.43
230776	3/26/2009	ANDERSON, ORTNEL	28.56
230777	3/26/2009	MC CLOSKEY, MOLLY	23.15
230778	3/26/2009	MILLER, ROBERT L	26.27
230779	3/26/2009	KILPATRICK SR, JOHN E	103.76
230780	3/26/2009	O NEAL, CAROL	47.31
230781	3/26/2009	WHITEHEAD, TONI	46.56
230782	3/26/2009	WOOLGAR, DANIEL	22.71
230783	3/26/2009	LACHNITT, KARL	38.07
230784	3/26/2009	HAYHURST, WILLIAM	31.29
230785	3/26/2009	WILSON, SAMUEL F	30.85
230786	3/26/2009	MESSE, LISA	87.13
230787	3/26/2009	OWENS, NICHOLAS P	38.07
230788	3/26/2009	EATON, SHAWN L	39.42
230789	3/26/2009	ASHE, CODY M	30.59
230790	3/26/2009	ESTATE OF BARBARA FERRELL	26.58
230791	3/26/2009	TOBAR, ADRIAN	28.28
230792	3/26/2009	KINDELL, WILLIAM T	15.38
230793	3/26/2009	WASHBURN, HEATHER	68.62
230794	3/26/2009	CYPRESS, JACQUITA	25.20
230795	3/26/2009	JOHNSON, DEBBIE	27.34
230796	3/26/2009	PIERRE, MIRLENE	77.01
230797	3/26/2009	PRIMUS, SHERRIE	20.62
230798	3/26/2009	KING, MICHAEL V	12.69
230799	3/26/2009	SMYLIE, MATTHEW W	8.85
230800	3/26/2009	COONRAD, CHARLES	7.81
230801	3/26/2009	WILLIAMS, GERALD B	2.65
230802	3/26/2009	FARNSWORTH, COLIN	34.39
230803	3/26/2009	POPOW, EUGENE & LEONARD	43.56
230804	3/26/2009	TAYLOR, GARY L & CONNIE J	119.54
230805	3/26/2009	LESHKO, DAVID S	72.16
230806	3/26/2009	HARP, MICHAEL & SANDY	16.92
230807	3/26/2009	STERN, JAY I	74.54
230808	3/26/2009	CLEVELAND, WARREN	79.90
230809	3/26/2009	MARTIN, JAMIE & DARRIS	42.76
230810	3/26/2009	WURZER, PETE	12.97
230811	3/26/2009	WRIGHT III, JACK A	32.04
230812	3/26/2009	CASTRO, ADRIANA	45.44
230813	3/26/2009	SUREPOINT LENDING	26.42
230814	3/26/2009	BLACKMAN, CHRISTIAN	69.18
230815	3/26/2009	LAMOND, MICHAEL	63.65
230816	3/26/2009	BUTLER, LATISHA	8.31
230817	3/26/2009	BYFIELD, ERICA & GEORGE	57.49
230818	3/26/2009	SULLIVAN, JEROME F	50.48
230819	3/26/2009	PAGENKOP, RICHARD & JUDY	53.48
230820	3/26/2009	CLUKEY JR, RICHARD P	53.02
230821	3/26/2009	GATES, JOHN	47.88
230822	3/26/2009	DUBLIN, BRANDON	74.76
230823	3/26/2009	CADILLA, RODOLFO & CELIA	7.79
230824	3/26/2009	CASTOR, STEVEN	39.72
230825	3/26/2009	MARTINEZ, ELIZABETH CHARIEZ	51.90

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
230826	3/26/2009	LARRABEE, PAMELA	68.22
230827	3/26/2009	BODWIN, ANTOINE	62.86
230828	3/26/2009	QUITRAL, PAULA	5.23
230829	3/26/2009	FLORIDA FIRE & EMERGENCY	415.00
230830	3/26/2009	JAMES LETO INC	10,889.14
230831	3/26/2009	STEVEN AND LINDA JONES	2,712.51
Grand Total:			<u>2,065,254.91</u>

<u>CHECK NBR</u>	<u>CK DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
681	3/6/2009 1	IRS-PAYROLL TAXES	413,310.82
682	3/19/2009	SCHOOL DISTRICT OF I R COUNTY	40,387.08
683	3/20/2009	ICMA RET CORP	1,350.00
684	3/20/2009	NACO/SOUTHEAST	17,093.81
685	3/20/2009	FL SDU	9,188.21
686	3/20/2009	ICMA RETIREMENT CORPORATION	24,766.35
687	3/20/2009	IRS-PAYROLL TAXES	400,779.44
688	3/24/2009	BEACHLAND CLEANING SERVICE	45,404.53
689	3/24/2009	OCWEN LOAN SERVICING LLC	540.00
Grand Total:			952,820.24

8C



Office of
**INDIAN RIVER COUNTY
 ATTORNEY**

William G. Collins II, County Attorney
 William K. DeBral, Deputy County Attorney
 Marian E. Fell, Senior Assistant County Attorney
 George A. Glenn, Assistant County Attorney

MEMORANDUM

TO: Board of County Commissioners

FROM: *M. Fell* Marian E. Fell, Senior Assistant County Attorney

DATE: March 31, 2009

SUBJECT: Resolution designating the County Administrator's Office as the County Economic Development Agency for all purposes

At the March 24, 2009 meeting of the Solid Waste Disposal District, the Board of County Commissioners, sitting as the Board of the Solid Waste Disposal District, determined that the possible location of the business or industry proposed by INEOS New Planet BioEnergy, LLC ("Joint Venture") in Indian River County is economic development for Indian River County. The Joint Venture requested confidentiality of certain information that could be considered trade secrets, proprietary confidential business information or information concerning plans, intentions, or interests to locate its business activities in Indian River County pursuant to provisions of Florida Statutes section 288.075. The Resolution presented designates the County Administrator's Office as the County Economic Development Agency for all purposes including the purposes of the Solid Waste Disposal District, a dependent special district of Indian River County.

Recommended Action: Adopt the Resolution in the form presented and authorize the Chairman to sign the Resolution.

MEF/sw

Approved for Consent Agenda
 April 7, 2009

Wm. Collins
 William G. Collins, County Attorney

Indian River Co.	Approved	Date
Admin.	<i>(Signature)</i>	4/2/09
Co. Atty.	<i>WC</i>	4-1-09
Budget	<i>(Signature)</i>	4/1/09
Dept.	<i>(Signature)</i>	4/1/09
Risk Mgr.		

RESOLUTION NO. ____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, DESIGNATING THE COUNTY ADMINISTRATOR'S OFFICE AS THE COUNTY ECONOMIC DEVELOPMENT AGENCY FOR ALL PURPOSES; DESIGNATING THE COUNTY ADMINISTRATOR'S OFFICE AS THE COUNTY ECONOMIC DEVELOPMENT AGENCY WITH RESPECT TO THE INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, A DEPENDENT SPECIAL DISTRICT OF INDIAN RIVER COUNTY; DESIGNATING THAT THE COUNTY ADMINISTRATOR IS THE ECONOMIC DEVELOPMENT OFFICER OF THE COUNTY ECONOMIC DEVELOPMENT AGENCY FOR ALL PURPOSES; PROVIDING FOR CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes section 288.075(1)(a)4 defines "economic development agency" as the public economic development agency of a county or, if a county does not have a public economic development agency, the county officers or employees assigned the duty to promote the general business interests or industrial interests of that county or the responsibilities related thereto; and

WHEREAS, Florida Statutes section 288.075(2)(a) provides that, upon written request from a private corporation, partnership, or person, information held by an economic development agency concerning plans, intentions, or interests of such private corporation, partnership, or person to locate, relocate, or expand its business activities in this state is confidential and exempt from Florida Statutes section 119.07(1) and section 24(a), Art. I of the State Constitution for twelve (12) months after the date an economic development agency receives a request for confidentiality or until the information is otherwise disclosed, whichever occurs first ; and

WHEREAS, Florida Statutes section 288.075(2)(b) provides that, an economic development agency may extend the period of confidentiality specified in subsection (2)(a) for up to an additional twelve (12) months upon written request from the private corporation, partnership, or person who originally requested confidentiality under Florida Statutes section 288.075(2) and upon a finding by the economic development agency that such private corporation, partnership, or person is still actively considering locating, relocating, or expanding its business activities in this state; and

WHEREAS, Florida Statutes section 288.075(3) allows "trade secrets" (as defined in Florida Statutes section 688.002) held by an economic development agency to be confidential and exempt from Florida Statutes section 119.07(1) and s. 24(a), Art. I of the State Constitution; and

WHEREAS, Florida Statutes section 288.075(4) allows "proprietary confidential business information" held by an economic development agency to be confidential and

RESOLUTION NO. ____

exempt from Florida Statutes section 119.07(1) and s. 24(a), Art. I of the State Constitution, until such information is otherwise publicly available or is no longer treated by the proprietor as proprietary confidential business information;

WHEREAS, pursuant to Resolution 2007-162, duly adopted by the Board of County Commissioners on December 4, 2007, the County Administrator was confirmed as the County Economic Development Officer and the County Administrator's Office was confirmed as the County Economic Development Agency with respect to major league baseball; and

WHEREAS, the Board of County Commissioners has determined that it is necessary and desirable to designate the County Administrator's Office as the County Economic Development Agency for all economic development purposes in the County, including, without limitation, the Indian River County Solid Waste Disposal District, a dependant special district of Indian River County.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, as follows:

SECTION 1. The County Administrator's Office is hereby designated as the County Economic Development Agency (the "Agency") and the County Administrator is hereby designated as the County Economic Development Officer (the "Officer") for all of the purposes of Florida Statutes section 288.075, (the "Act"). For the purpose of this Resolution the Agency shall include the Indian River County Solid Waste Disposal District, a dependent special district of Indian River County.

SECTION 2. The Agency, by and through the Officer, is authorized and directed to honor, pursuant to and in all respects subject to the Act, any request for confidentiality received from a private corporation, partnership, or person with respect to its plans to locate, relocate, or expand any of its business activities in the County. Further, pursuant to and in all respects subject to the Act, "trade secrets" and "proprietary confidential business information" held by the Agency, by and through the Officer, is confidential and exempt from Florida Statutes section 119.07(1) and s. 24(a), Art. I of the State Constitution.

SECTION 3. The County Administrator in his capacity as the Officer may designate, in writing, one or more County employees to be assigned the duty to promote the general business interest or industrial interest of Indian River County or the responsibilities related thereto; in such event, the County employee(s) shall be deemed to be Officers of the Agency for all purposes under the Act and this Resolution.

SECTION 4. This Resolution is not intended, and shall not be construed, to delegate any function of the Board of County Commissioners. The policy of the County has been established by Resolution and it is the function of the County Administrator, in the exercise of his administrative function to carry out that policy.

RESOLUTION NO. _____

SECTION 5. SAVINGS PROVISION. From and after the effective date of this Resolution, Resolution 2007-162 shall remain in full force and effect until otherwise modified, supplemented, or amended by the Board of County Commissioners.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

This Resolution was moved for adoption by Commissioner _____, and the motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis	_____
Vice Chairman Joseph E. Flescher	_____
Commissioner Peter D. O'Bryan	_____
Commissioner Bob Solari	_____
Commissioner Gary C. Wheeler	_____

The Chairman thereupon declared the resolution duly passed and adopted this 7th day of April, 2009.

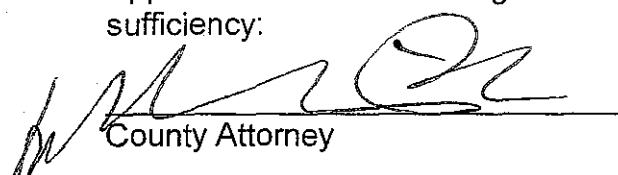
Attest: J. K. Barton, Clerk

INDIAN RIVER COUNTY, FLORIDA
by its Board of County Commissioners

By _____
Deputy Clerk

By _____
Wesley S. Davis, Chairman

Approved as to form and legal sufficiency:


County Attorney



Office of
**INDIAN RIVER COUNTY
 ATTORNEY**

William G. Collins II, County Attorney
 William K. DeBral, Deputy County Attorney
 Marian E. Fell, Senior Assistant County Attorney
 George A. Glenn, Assistant County Attorney

MEMORANDUM

TO: Board of County Commissioners
GG
 FROM: *GG* George Glenn, Assistant County Attorney
 DATE: April 1, 2009
 SUBJECT: Maintenance Agreement with City of Sebastian over County Road 512 Right-of-Way

City of Sebastian requests the right to make improvements to a section of right-of-way on County Road 512 in Sebastian. The purpose of the maintenance agreement is to allow the City to construct a flagpole along with some landscape vegetation on C.R. 512 right-of-way.

The City has passed a resolution and signed the maintenance agreement for the improvements. The location and type of improvements being proposed by the City of Sebastian is consistent with Green Book standards. The City will be responsible for the upkeep of all improvements.

Recommended Action:

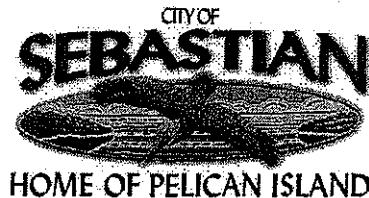
Approve the Maintenance Agreement and the accompanying Resolution and authorize the Chairman to execute both documents.

Attachments:

1. Proposed Maintenance Agreement. (NOTE: Pertinent parts of Exhibit A have been included as backup. The full Exhibit was too large to include in the agenda item backup and is available for review at the County Attorney's Office).
2. County Resolution approving the Maintenance Agreement

APPROVED FOR 4-7-09
 B.C.C MEETING - CONSENT AGENDA
West Coll 009
 COUNTY ATTORNEY

Indian River Co	Approved	Date
Admin.	<u>RD</u>	4-2-09
Legal	<u>WC</u>	4-1-09
Budget	<u>CM</u>	4/1/09
Dept.	<u>JW</u>	4-1-09
Risk Mgr.	<u>PL</u>	4/1/09



COUNTY ROAD 512 MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of March, 2009, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter called the "County" and the CITY OF SEBASTIAN, a municipal corporation existing under the Laws of Florida, hereinafter the "City". This document contains four (4) pages.

1. The City hereby agrees to install, or cause to be installed a flagpole, landscape, irrigation and/or hardscape on the highway facilities substantially as specified in the initial plans and specifications hereinafter referred to as the "Project" and incorporated herein as Exhibits A & B. If there are any major changes to the plans, the City shall provide the modified plans and the County shall provide their approval or disapproval within 10 business days. The City may elect to withdraw the landscape if changes are not approved within the given time frame. Failure for the County to provide either approval or disapproval shall not constitute permission to amend changes to the plan. Hardscape shall mean any non-standard roadway, sidewalk or median surface such as, but not limited to interlocking concrete or brick pavers, stamped asphalt and stamped concrete. The City is prohibited from placing any non-breakaway structures within FDOT Greenbook clear zones.
2. The City agrees to maintain the landscape and irrigation within the Project boundary as specified in Exhibit B by periodic trimming, cutting, mowing, fertilizing, curb and sidewalk edging, litter pickup and necessary replanting. The City's responsibility for maintenance shall include all landscaped/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the Project boundary. The City shall maintain in proper condition the flagpole and the flag(s). Such maintenance to be provided by the City is specifically set out as follows:
 - a. To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes: (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway.
 - b. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original Project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications.

- c. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard.
- d. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If it becomes necessary to provide utilities to the Project area (water/electricity) for these improvements, all costs associated with irrigation maintenance, impact fees and connections as well as on-going cost of water are the maintaining City's responsibility. The above named functions to be performed by the City may be subject to periodic inspections by the County at the discretion of the County. Such inspection findings will be shared with the City and shall be the basis of all decisions regarding, repayment, reworking or Agreement termination. The City shall not change or deviate from said plans without written approval of the County.

3. If at anytime after the City has assumed the landscape installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the County's Public Works Director that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said County Public Works Director may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the City, to place said City on notice thereof. Thereafter the City shall have a period of Ninety (90) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the County may at its option, proceed as follows:

- a. Maintain the project area or a part thereof utilizing County personal or its agents, and invoice the City for expenses incurred, or
- b. Terminate the Agreement in accordance with Paragraph 6 of this Agreement and remove, by County's personal or its agents, all of the improvements installed under this Agreement or any preceding agreements and charge the City the reasonable cost of such removal.

4. It is understood between the parties hereto that the Project improvements covered by this Agreement may be removed, relocated or adjusted at anytime in the future as determined to be necessary by the County in order that the adjacent road be widened, altered or otherwise changed to meet with future criteria or planning of the County. The City shall be given sixty (60) calendar days notice to remove said landscape after which time the County may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the City's responsibility.

5. The City agrees to reimburse the County all monies expended for the Project, should the landscape/hardscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.

6. This Agreement may be terminated under any one (1) of the following conditions:

- By the County, if the City fails to perform its duties under Paragraph 3, following ten (10) days written notice.

- By the County, for refusal by the City to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

- By the City, if it provides written notice of its intent to terminate this agreement. Upon written notice by the City, the County shall have two options:

- (1). Direct the City to remove all improvements within the Project area. Once notice has been provided to the City to remove the improvements from the project area, the City shall have 30 days to complete the required work; or,

- (2) The County may take over and maintain the project at its own expense, in which case the City is relieved from any further obligations hereunder.

7. The term of this Agreement commences upon execution.

8. The City is a municipality under the laws of Florida and agrees to be fully responsible for acts and omissions of their agents or employees. Nothing in this agreement shall be construed or interpreted to serve as a waiver of sovereign immunity by any party. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract. In the event that City contracts with a third party to provide the services set forth herein, any contract with such -third party shall include the following provisions:

- City's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name County as an additional insured.

- City's contractor shall furnish City with Certificates of Insurance of Endorsements evidencing the insurance coverage's specified herein prior to the beginning performance of work under this Agreement.

- Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of City's contractor is completed. All policies must be endorsed to provide City with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

9. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

10. The County's Public Works Director shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

11. This Agreement may not be assigned or transferred by the City in whole or part without the consent of the County.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

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

If to the County:
Public Works Director
Indian River County
1801 27th St. Building A
Vero Beach, Florida 32960

If to the City:
City Manager
City of Sebastian
1225 Main Street
Sebastian, FL 32958

In Witness Whereof, the parties hereto have executed this Agreement effective the date and year first above written.

Indian River County

By: _____
Wesley S. Davis, Chairman

J. K. BARTON, CLERK
Attest: _____
Deputy Clerk

Approved as to Form and Legality for

Reliance by the Indian River County only:

Howard Glenn
for County Attorney

City Of Sebastian

By: _____
City Manager

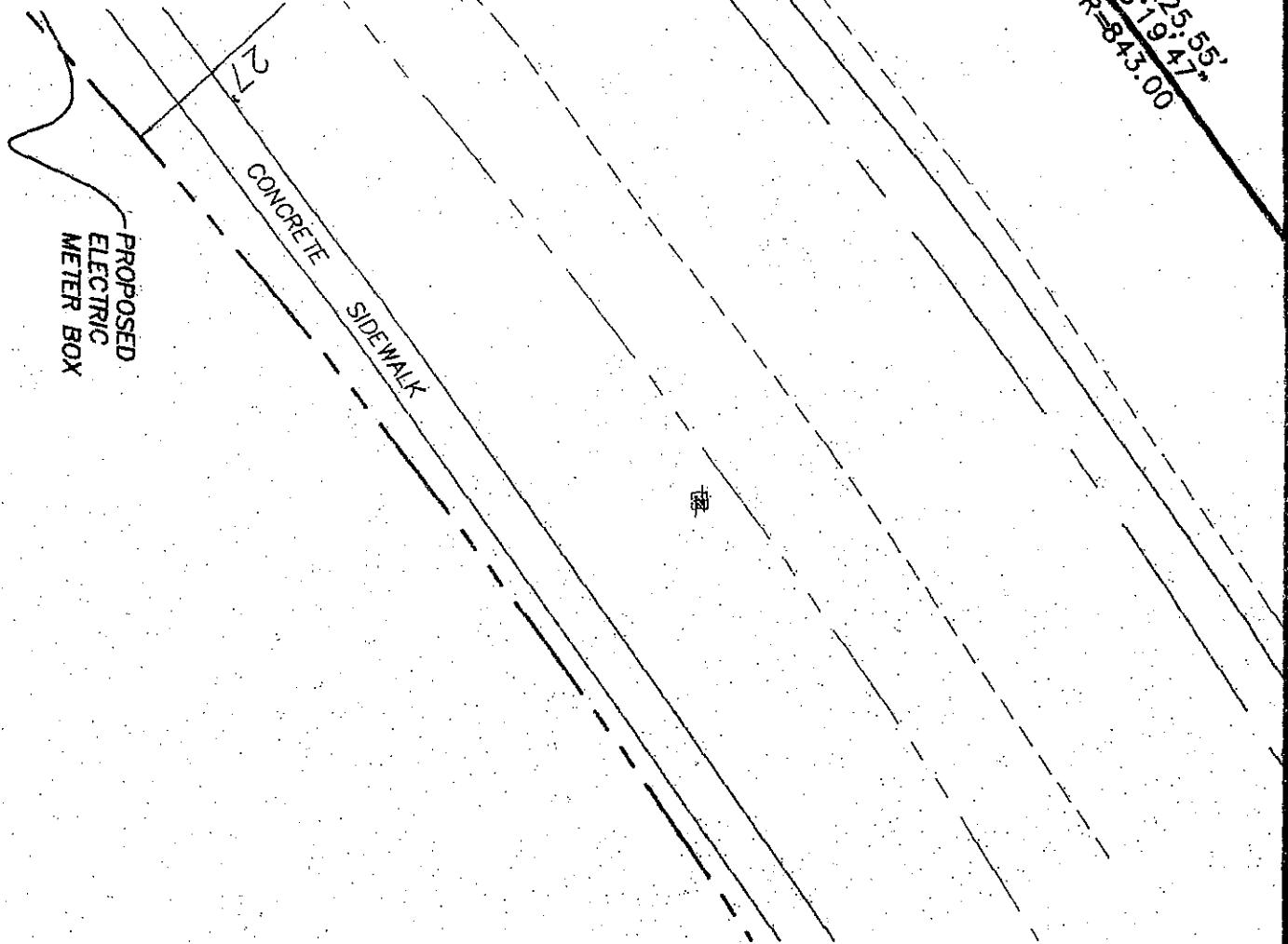
Attest: Sally A. M.
City Clerk

Approved as to Form and Legality for

Reliance by the City Of Sebastian only:

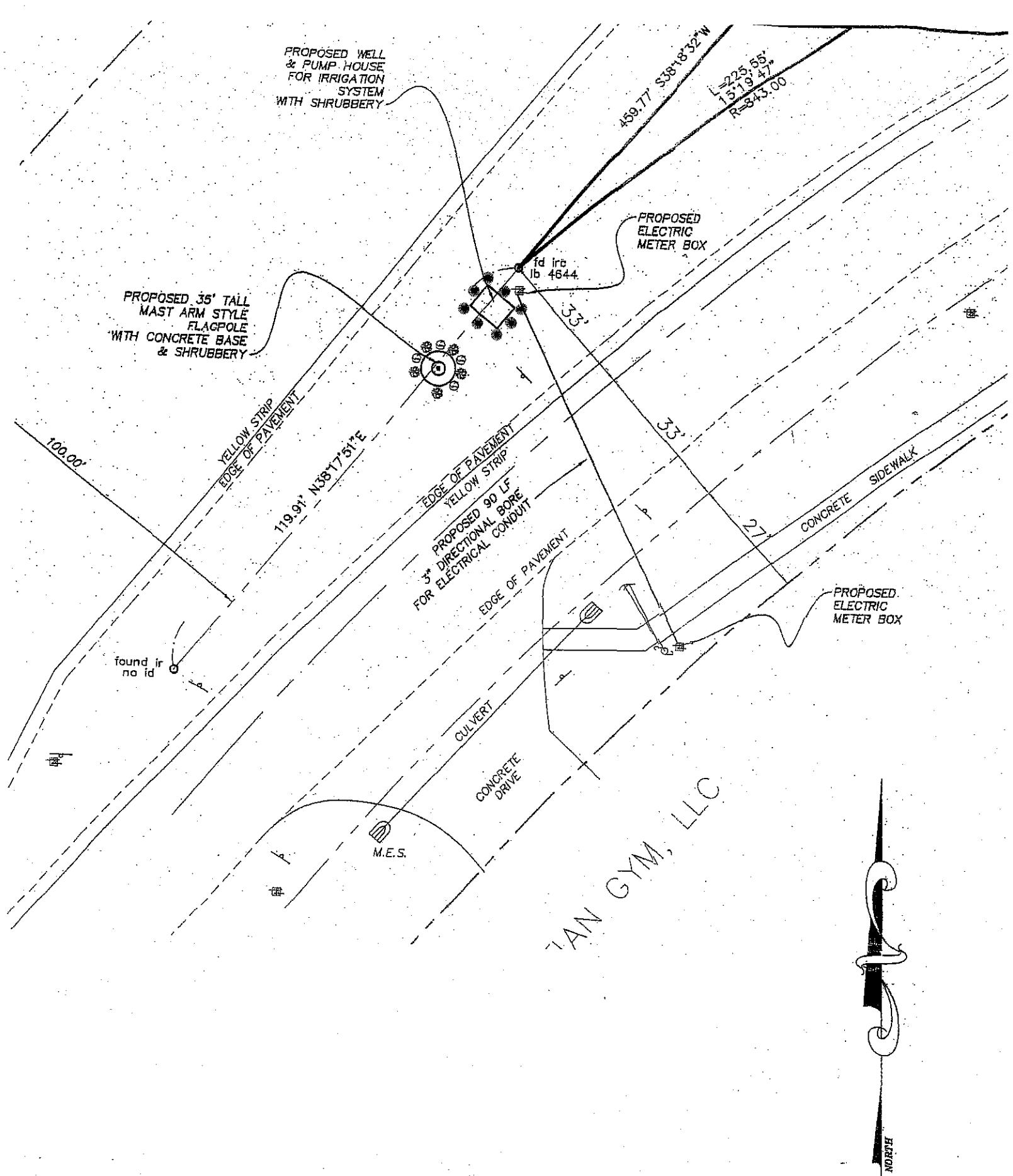
Robert Ginsburg
Robert Ginsburg, City Attorney

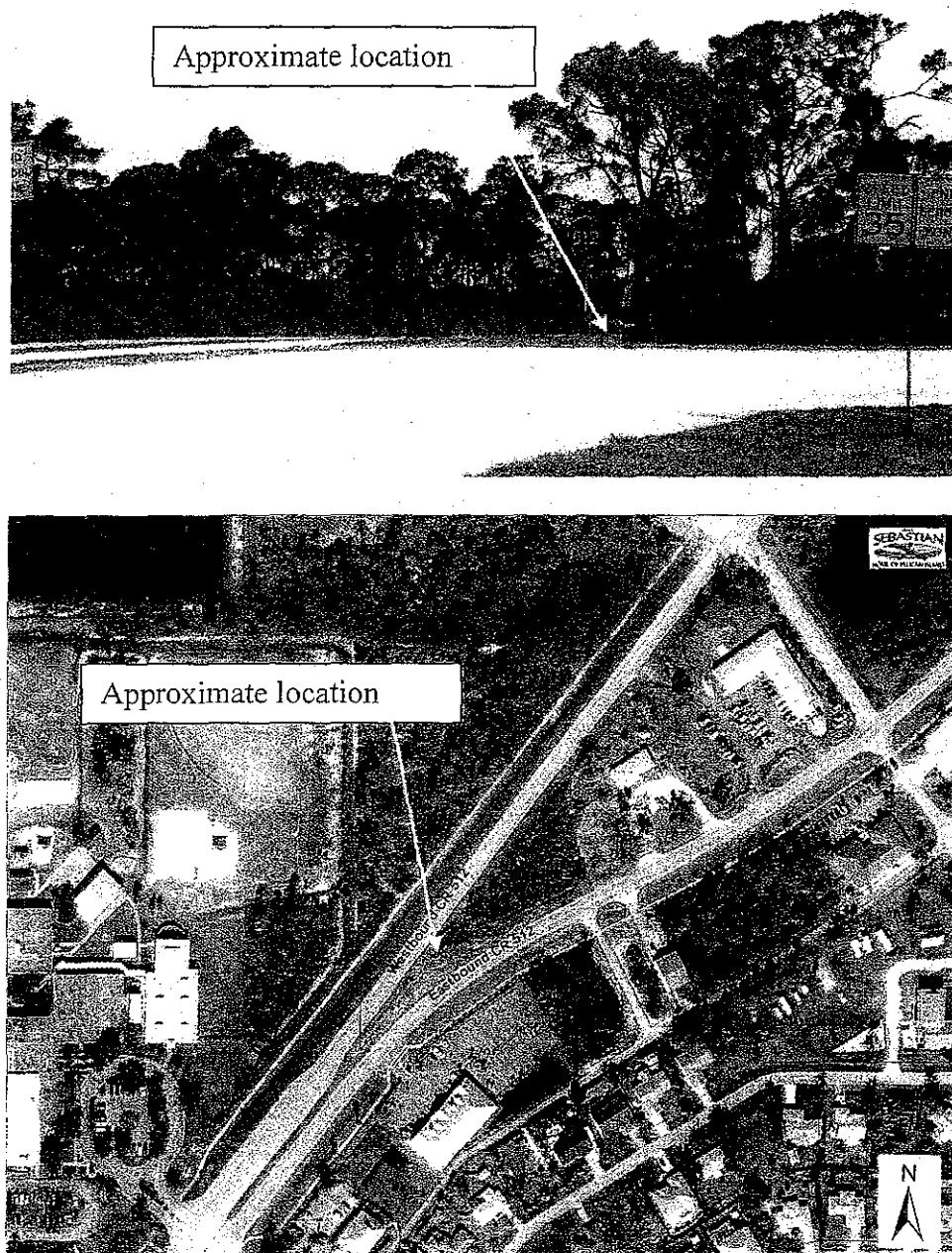
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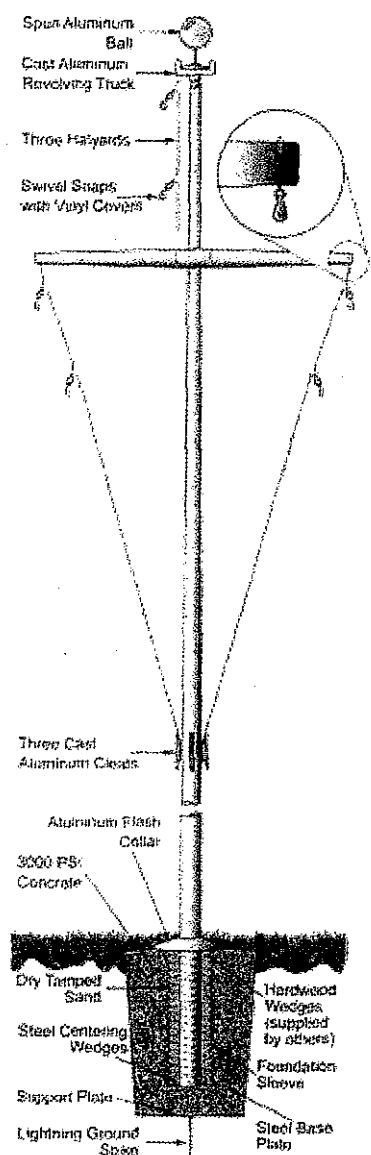
SURVEY TYPE SPECIFIC PURPOSE	DRAWN BY DMT	CHECKED BY DMT	DATA ACQUISITION 5307-01.asc	FB. 400	PAGE 135	FILE NAME 5703-01	DATE 02/09/09	SCALE 1"=20'	SHEET 1 OF 1	DRAWING NAME 5703-01.dwg
<p><i>Masteller, Moler, Reed & Taylor, Inc.</i> Professional Surveyors and Mappers Land Surveying Business # 4644 1655 27th Street, Suite 2, Vero Beach, Florida 32960 Phone: (772) 564-8050 Fax: (772) 794-0647</p> <p><i>DAVID TAYLOR P.S.M. #5243</i></p> <p><i>FLORIDA SURVEYOR'S AND MAPPER</i></p> <p><i>SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER</i></p>										

EXHIBIT 'A'





Mast Arm Style Flagpole Gateway Feature



RESOLUTION NO. 2009-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING A MAINTENANCE AGREEMENT WITH THE CITY OF SEBASTIAN, A FLORIDA MUNICIPAL CORPORATION, FOR C.R. 512 IMPROVEMENTS.

WHEREAS, Indian River County ("County") is a Political Subdivision of the State of Florida and the City of Sebastian ("City") is a Florida Municipal Corporation within the County of Indian River; and

WHEREAS, the County has jurisdiction over County Road 512 as part of the County Road System; and

WHEREAS, the City wishes to construct and maintain a flag pole along with some landscape vegetation on a portion of the 512 right-of-way, a description of the location is further described in the Maintenance Agreement between the County and the City; and

WHEREAS, the parties hereto mutually recognize the need for entering into a Maintenance Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the City by Resolution No. 09-14 dated March 25, 2009 attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that, the Board approves and authorizes the Chairman to execute the Maintenance Agreement between the Board of County Commissioners of Indian River County, Florida, and City of Sebastian, Florida, for improvements on County Road 512 right-of-way.

The foregoing resolution was offered by Commissioner _____ and seconded by Commissioner _____, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis	_____
Vice Chairman Joseph E. Flescher	_____
Commissioner Gary C. Wheeler	_____
Commissioner Bob Solari	_____
Commissioner Peter D. O'Bryan	_____

The Chairman thereupon declared the resolution duly passed and adopted this _____ day of _____, 2009.

Attest: J. K. Barton, Clerk

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By _____
Wesley S. Davis Chairman

Approved as to form and legal sufficiency:


George H. Hen
Assistant County Attorney

RESOLUTION NO. R-09-14

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, PERTAINING TO THE CONSTRUCTION AND MAINTENANCE OF A MAST ARM FLAGPOLE; PROVIDING FOR THE ADOPTION OF A MAINTENANCE AGREEMENT BETWEEN THE CITY OF SEBASTIAN AND INDIAN RIVER COUNTY; DIRECTING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND IMPLEMENT THE MAINTENANCE PROGRAM AS REFERENCED; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. THIS DOCUMENT CONTAINS TWO (2) PAGES.

WITNESSETH:

WHEREAS, the County has jurisdiction over County Road 512 as part of the County Road System; and

WHEREAS, the City wishes to construct and maintain a flagpole, including landscape vegetation on a portion of the 512 county right-of-way, as described further described in Exhibit A; and

WHEREAS, the parties hereby mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the City of Sebastian desires to enter into said this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

Section 1. AUTHORIZATION. The City Manager is hereby authorized to execute the County Road 512 Maintenance Agreement between the City Of Sebastian and Indian River County as attached hereto as Exhibit 1.

Section 2. EXECUTION. The City Manager is hereby authorized to initiate actions he deems reasonable and appropriate to construct and maintain the site established for the mast arm flagpole.

Section 3. CONFLICT. All resolutions, or parts of resolutions, in conflict herewith are hereby repealed.

Section 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon final passage.

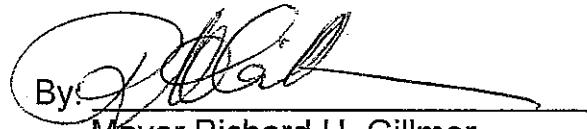
The foregoing Resolution was moved for adoption by Councilmember Coy.

The motion was seconded by Councilmember Hill and, upon being put into a vote, the vote was as follows:

Mayor Richard H. Gilmor	aye
Vice-Mayor Jim Hill	aye
Councilmember Andrea Coy	aye
Councilmember Dale Simchick	aye
Councilmember Eugene Wolff	aye

The Mayor thereupon declared this Resolution duly passed and adopted this 25th day of March 2009.

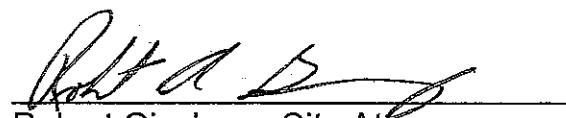
CITY OF SEBASTIAN, FLORIDA

By 
Mayor Richard H. Gillmor

ATTEST:


Sally A. Maio, MMC
City Clerk

Approved as to form and legality for
reliance by the City of Sebastian only:


Robert Ginsburg, City Attorney



8E

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT
STORMWATER DIVISION
4375 43rd AVENUE, Unit 102
VERO BEACH, FLORIDA 32967
Phone: (772) 226-3478
Fax: (772) 226-3481

MEMORANDUM for CONSENT AGENDA

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: W. Keith McCully, P.E., Esq., Stormwater Engineer
SUBJECT: **CONSENT AGENDA - APPROVAL OF AMENDMENT NO. 1 TO DEP AGREEMENT NO. G0143 for the EGRET MARSH REGIONAL STORMWATER PARK**
DATE: March 20, 2009

SUMMARY

On or about April 19, 2005, Indian River County was awarded an EPA Section 319(h) Grant (DEP Agreement No. G0143) for construction of Egret Marsh Regional Stormwater Park (Egret Marsh). The grant amount is \$490,000. Amendment No. 1 extends the project completion date to January 18, 2012 and the time to expend grant funds to September 30, 2010. It also includes miscellaneous revisions to the grant language regarding invoicing and audits and it updates other information in the grant. The project is under construction with a final construction completion date estimate of October 5, 2009.

RECOMMENDATIONS

Staff recommends the Board of County Commissioners approve Amendment No. 1 to DEP Agreement No. G0143 and authorize the Chairman to execute it on behalf of the County. The agreement has already been executed by the Florida Department of Environmental Protection.

FUNDING

The project construction contract cost is \$5,389,972.10. The account number is 31524338-066510-05057 and funding sources are:

- a. Section 319(h) Grant Funds – (FDEP Agreement No. G0143) = \$490,000
- b. Transfer of remaining funds from SJRWMD Contract SF611AA = approximately \$900,000¹. Note; The transfer of these funds to the Egret Marsh project is not

¹ The original legislative allocations were \$4.33 million in fiscal year 1999/2000 and \$1.5 million in fiscal year 2000/2001. To-date, these monies have been used to fund the East Indian River County Master Stormwater Management Plan, engineering design of regional systems, construction of tilting gates at the

guaranteed and must be approved by the SJRWMD Governing Board in March/April 2009.²

- c. State of Florida Grant – DEP Agreement No. LP6822 = \$750,000
- d. State of Florida Grant – DEP Agreement No. LP6734 = \$2,000,000
- e. State of Florida Specific Appropriation 1772C for the Indian River Lagoon Initiative = \$1,500,000
- f. Amount available from the one-cent sales tax fund = \$1,200,000

ATTACHMENTS

- 1. Amendment No. 1 to DEP Agreement No. G0143

DISTRIBUTION

- 1. James W. Davis, P.E., Public Works Director
- 2. Budget
- 3. County Attorney Office

APPROVED AGENDA ITEM

FOR 4/7/2009

BY Joseph A. Baird

Indian River County	Approved	Date
Administration		4/2/09
Budget		3/31/09
Legal		3/12/09
Public Works		3/23/09
Stormwater Engineering		3-20-09

Note: After Amendment No. 1 is signed by the Chairman, please return one executed original to the Stormwater Division, which will transmit it to FDEP.

IRFWCD's four water control structures, and construction of the Main Relief Canal Pollution Control Facility.

² If the \$900,000 is lost due to state budget cuts, approximately \$5,940,000 will remain for the Egret Marsh (excluding transportation funds that may be allocated to the project for the Wood Stork Habitat Area). This will leave a deficit of about \$201,000. If the alternate pump station is deleted from the construction contract, there should be sufficient funds to construct the remaining project.

AGENDA COPY

DEP AGREEMENT NO. G0143
AMENDMENT NO. 1

THIS AGREEMENT as entered into on the 19th day of April, 2005, between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department" or "DEP") and the INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, due to delays in the permitting, bidding, and the construction process of the Agreement, a no cost time extension is necessary; and,

WHEREAS, the Grantee has requested and the Department has agreed to a no cost time extension; and,

WHEREAS, the Grantee has requested an end date that extends beyond the Federal Award period and understands that all funds under this Agreement must be fully expended prior to September 30, 2010; and,

WHEREAS, other changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

-- Paragraph 2 is hereby revised to change the completion date of the project to January 18, 2012 and to add the following language after the second sentence:

The Grantee is not eligible to be reimbursed for any work that occurs after September 30, 2010. Any change in the budget that increases or decreases the total funding amount will require a formal amendment to the Agreement.

-- Paragraph 3B is hereby revised to include the following language after the first sentence:

The Grantee shall submit the Payment Request Summary Form to the Department on a quarterly basis. A final payment request must be submitted to the Department no later than thirty (30) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the service period covered by each request.

-- Paragraph 3C is hereby deleted in its entirety and replaced with the following:

C. In addition to the requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html> and OMB Circulars A-87, A-122, A-21; and administrative requirements can be found in OMB Circulars A-102 and A-110 at <http://www.whitehouse.gov/omb/circulars/index.html#numerical>.

-- Paragraph 3D is hereby stricken from the Agreement.

-- Paragraph 3F is hereby deleted in its entirety and replaced with the following:

- F. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122
Education Institutions	OMB Circular A-21
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

-- Paragraph 10 is hereby deleted in its entirety and replaced with the following:

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section 210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

-- Paragraph 11D, the last sentence is hereby deleted in its entirety and replaced with the following:

A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

-- Paragraph 14 is hereby deleted in its entirety and replaced with the following:

14. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Devan R. Cobb	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
2600 Blairstone Road, MS#3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	850-245-8542
Fax No.:	850-245-8434
E-mail Address:	Devan.r.cobb@dep.state.fl.us

-- Attachment A, Grant Work Plan, Project Milestones table is hereby deleted in its entirety and replaced with the following:

PROJECT MILESTONES:

<u>Description</u>	<u>Start</u>	<u>Complete</u>
Prepare and submit final Water Quality Monitoring Plan and QAPP	Month 1	Month 3
Finalize system design	Month 1	Month 9
Analyze existing data/monitor pre-construction conditions	Month 3	Month 12
Submit and obtain SJRWMD ERP approval	Month 3	Month 9
Conduct public bidding process for construction	Month 9	Month 11
Construct treatment system	Month 45	Month 55
Operate system, monitor inputs and outputs	Month 56	Month 67
Analyze data, prepare and submit draft report	Month 68	Month 70
Prepare and submit final report/final invoice	Month 58	Month 76
Conduct public education program	Month 52	Month 58
Submit Progress Reports/Invoices		Quarterly

-- Attachment E, Special Audit Requirements is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment E shall hereinafter refer to **Attachment E-1, Revised Special Audit Requirements**.

In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed the day and year last written below.

INDIAN RIVER COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
*Title: Wesley S. Davis, Chairman

Date: _____

Attest:

J.K. Barton, Clerk of Court

By _____
Deputy Clerk

APPROVED:

Joseph A. Ward
County Administrator

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/Number	Description (include number of pages)
Attachment	E-1	Revised Special Audit Requirements (5 Pages)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY MARIAN E. FEE
ASSISTANT COUNTY ATTORNEY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Devan R. Cobb
Secretary or Designee

Date: 3/13/09

Devan R. Cobb
Devan R. Cobb, DEP Grant Manager

S. Debbie Skelton
DEP Contracts Administrator

Approved as to form and legality:

Marian E. Fee
DEP Attorney

ATTACHMENT E-1
REVISED SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us>Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

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

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

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

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

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

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

- A. The Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

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

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Environmental Protection Agency	66.460	Nonpoint Source Implementation Program	\$490,000.00	140076

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$490,000.00	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

INDIAN RIVER COUNTY, FLORIDA BOARD MEMORANDUM

TO: Joseph A. Baird,
County Administrator

CONSENT AGENDA

THRU: James W. Davis, P.E.,
Public Works Director

FROM: Christopher R. Mora, P.E., *CM*
Assistant Public Works Director

SUBJECT: RaceTrac Petroleum, Inc. Developer's Agreement for Developer Contributions to Intersection Improvements at CR 512 and 108th Avenue

DATE: March 23, 2009

DESCRIPTION AND CONDITIONS

RaceTrac Petroleum, Inc. plans to build a gas station and convenience store on the southeast corner of the intersection of CR 512 and 108th Avenue in the City of Fellsmere, immediately east of I-95. The project includes a canopy-covered fueling area with twenty (20) fueling positions and a five thousand (5,000) square foot convenience store on a 2.16 acre site (see Exhibit "A").

To accommodate the RaceTrac project, the ongoing CR 512 roadway widening project must be modified to include turn lane, median, drainage, utility and other changes. These changes will cost an extra \$6,650 in design fees and \$31,659.38 in road construction costs (see Exhibit "B"). The developer has agreed to cover the additional costs. Furthermore, the developer has agreed to contribute \$50,000 towards the installation of the proposed new traffic signal at the intersection of CR 512 and 108th Avenue.

The County will design and construct the above-mentioned changes in accordance with County roadway design standards and as part of the ongoing CR 512 roadway widening project. The traffic signal will be designed, installed, maintained and operated by the County as part of the CR 512 coordinated signal system.

FUNDING

There is no fiscal impact to the County. RaceTrac Petroleum, Inc. will pay for all roadway design and construction changes identified above.

RaceTrac Petroleum, Inc. Developer's Agreement

CONSENT AGENDA Item

Page 2

ALTERNATIVES AND ANALYSIS

The alternatives presented are:

Alternative No. 1

Approve the Developer's Agreement

Alternative No. 2

Deny Approval

RECOMMENDATIONS

Staff recommends Alternative No. 1 – Approve the Developer's Agreement.

ATTACHMENT

1. RaceTrac Developer Agreement
2. Exhibit A – RaceTrac Gas Station
3. Exhibit B – Cost Estimate

DISTRIBUTION

Jason Brown, Budget Director

APPROVED AGENDA ITEM

FOR 04/07/2009

BY Joseph F. Baird

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
County Attorney	WCB	3-24-09
Risk Management		
Public Works		3/23/09
Traffic Engineering		3/23/09

AGENDA COPY

DEVELOPER'S AGREEMENT BETWEEN INDIAN RIVER COUNTY, FLORIDA AND RACETRAC PETROLEUM, INC.

THIS AGREEMENT, entered this _____ day of _____, 2009, by and between INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida, 1801 27th Street, Vero Beach, FL 32960, hereafter referred to as COUNTY, and RACETRAC PETROLEUM, INC., a Georgia corporation, 3225 Cumberland Boulevard, Atlanta, Georgia 30339, hereafter referred to as DEVELOPER.

WITNESSETH

WHEREAS, the Developer has applied to develop a gas station/convenience store, hereafter referred to as the PROJECT, to be built within the city limits of Fellsmere, on the southeast corner of the intersection of County Road 512 and 108th Avenue; and

WHEREAS, the COUNTY is currently constructing roadway and infrastructure improvements on CR 512 near the PROJECT; and

WHEREAS, as a result of DEVELOPER'S PROJECT, some of the COUNTY improvements must be modified; and

WHEREAS, both the COUNTY and DEVELOPER can mutually benefit each other through a joint effort in coordinating the installation and maintenance of such work.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and premises hereinafter, the COUNTY and DEVELOPER agree as follows:

1. The foregoing recitals are affirmed as being true and correct and are thereby incorporated herein.
2. Pursuant to the terms of this Agreement, the COUNTY shall perform the work specified on the attached Exhibit "A" in the shaded area (the "WORK"), designated in the legend as "Improvements by Indian River County." Specifically, the improvements are as follows:
 - a. Design and construction of turn lane and median improvements.
 - b. Design and construction of swale improvements and associated drainage pipes and structures.

- c. Right turn lane and drive apron design and construction.
- d. Design and construction for water main extension from existing main to DEVELOPER connection point.

The work described in this paragraph shall be completed by March 1, 2010.

- 3. Pursuant to the terms of this Agreement, the DEVELOPER shall:
 - a. Pay a lump sum fee of \$6,650.00 to the COUNTY for the cost of the design of the WORK. This payment shall be made within thirty (30) days of the effective date of this Agreement.
 - b. Pay to the COUNTY a lump sum of \$50,000.00, representing DEVELOPER'S share of the cost for a new traffic signal to be installed by the COUNTY at the intersection of CR 512 and 108th (Traffic Signal) Avenue prior to September 30, 2010. This payment shall be made within thirty (30) days of the effective date of this Agreement. In the event the Traffic Signal is not installed and functioning by September 30, 2010, COUNTY shall return the sum of \$50,000.00 to DEVELOPER.
 - c. Donate to the COUNTY without compensation, the "corner clip" shown on attached Exhibit "A" at the northwest corner of DEVELOPER'S site. This donation shall be made within thirty (30) days of the effective date of this Agreement.
 - d. Pay to the COUNTY the cost of the WORK, according to the cost estimate shown on Exhibit "B" hereto, in the amount of \$31,659.38. This payment shall be made within thirty (30) days after DEVELOPER receives an invoice from the COUNTY demonstrating that the WORK has been performed, and may be made in increments if billed in increments by the COUNTY.
- 4. The COUNTY shall be responsible for the WORK. The COUNTY shall complete the WORK by March 1, 2010, (not including installation of the Traffic Signal) and County agrees that if it fails to complete the Work by March 1, 2010, it will not withhold a certificate of occupancy or any other County approval to

which the Developer would be entitled if the County had completed the Work on time.

5. All decisions regarding design, engineering, activation, timing, operation and maintenance of the WORK shall be made by the COUNTY.
6. In the event of any litigation arising out of this Agreement, each party shall bear its own attorney fees and costs.
7. No amendment, modification, change or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the parties hereto.
8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.
9. This Agreement contains the entire agreement and understanding between the parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any party hereto.
10. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue hereunder shall lie in Indian River County, Florida.
11. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on parity as between the parties. There shall be no canon of construction for or against any party by reason of the physical preparation of this Agreement.
12. COUNTY and DEVELOPER shall grant such further assurances and provide such additional documents as may be required by one another from time to time, and cooperate fully with one another in order to carry out the terms and conditions hereof and comply with the express intention of this Agreement.
13. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

14. All words, terms, and conditions contained herein are to be read in concert, each with the other, and a provision contained under one paragraph may be considered to be equally applicable under another in the interpretation of this Agreement.
15. In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided of the parties, as set forth in this Agreement.
16. Time is of the essence as to all matters contained in this Agreement.

IN WITNESS WHEREOF the COUNTY and DEVELOPER have caused these presents to be executed in their names, the day and year first above written.

RACETRAC PETROLEUM, INC.

By: W.H.

WITNESS: Matt Shook

WITNESS: Connelly B
(Corporate seal is acceptable in place of witnesses)

William K. Barton
Deputy County Attorney
(Approved as to form and legal sufficiency)

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

By: _____
Wesley S. Davis, Chairman
BCC Approved: _____

Approved:

By: Joseph A. Baird
Joseph A. Baird, County Administrator

Attest:
Jeffrey K. Barton, Clerk of Court

State of Florida Department of Transportation
COMPUTATION BOOK PAY ITEM SUMMARY SHEET

1

Form 700-050-10

CONSTRUCTION COST ESTIMATE

Indian River County Project # 0722

COUNTY ROUTE 512 RACETRAC DRIVEWAY IMPROVEMENTS

197th Street to 198th Avenue

Indian River County, Florida

Total Cost (Estimate):



INDIAN RIVER COUNTY, FLORIDA BOARD MEMORANDUM

Date: March 20, 2009

To: Joseph A. Baird, County Administrator

From: W. Erik Olson, Director of Utility Services

Prepared By: Michael C. Hotchkiss, P.E., Capital Projects Manager *MCH*

Subject: Final Pay and Release of Retainage to Poole and Kent Company of Florida, Inc.
for the Expansion of the North County RO Water Treatment Plant

BACKGROUND:

On Tuesday, November 14, 2006, the Board of County Commissioners (BCC) approved the bid award for IRC Contract 2006012 to Poole and Kent Company of Florida, Inc. (Poole & Kent) in the amount of \$21,080,300.00 for services related to the expansion of the Hobart RO Plant to increase the finished water capacity of the plant from 3.53 MGD to 10.71 MGD. The contract was approved for Change Order No. 6 on December 16, 2008, which adjusted the contract to \$20,916,691.00.

All work associated with the project has been completed and accepted by the County. The Department of Environmental Protection has issued clearance to place the facility into service. The contractor has now submitted a pay request for final payment.

ANALYSIS:

The contractor has been paid \$20,741.847.42 from previous invoices to account for 99% of the project. The final payment of (Pay Request No. 29) \$174,843.04 will release all retainage and complete the County's obligation to the contractor.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners approve Pay Request No. 29, final and release of retainage in the amount of \$174,843.04 to Poole and Kent Company of Florida, Inc., as presented.

ATTACHMENT(s):

1. Pay Request No. 29 – Final and Release of Retainage (*1 Page*)

FUNDING:

Funding for Final Payment and Release of Retainage to Poole and Kent Company of Florida, Inc. in the amount of \$174,843.04 is available in the North County Reverse Osmosis Water Treatment Plant account in the Utilities Fund.

Description	Account Number	Amount
N County RO Water Treatment Plant	472-169000-04521	\$174,843.04

APPROVED FOR AGENDA:

By: Joseph A. Baird
 Joseph A. Baird, County Administrator
 For: April 7, 2009
 Date

Indian River County	Approved	Date
Administration	JB	3-2-09
Utilities	CWL	3-23-09
Utilities	WLC	3/25/09
Legal	MJS	3/29/09
Budget	JM	3/31/09

APPLICATION FOR PAYMENT NO. 29

To:	<u>Indian River County</u>	(OWNER)
From:	<u>Poole and Kent of Florida</u>	(CONTRACTOR)
Contract:	<u>2006012</u>	
Project:	<u>IRC North RO Expansion</u>	
OWNER'S Contract No.	<u>Bid 2006012</u>	ENGINEER'S Project No. <u>6706-43015</u>
For work accomplished through the date of: <u>December 31, 2008</u>		

1.	Original Contract Price	<u>\$21,080,300.00</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	<u>-\$163,609.54</u>
3.	Current Contract Price (1 plus 2)	<u>\$20,916,690.46</u>
4.	Total completed and stored to date	<u>\$20,916,690.46</u>
5.	Retainage (per Agreement):	
	0% of completed work: <u>\$0.00</u>	
	0% of stored material: <u>\$0.00</u>	
	Total Retainage: <u>\$0.00</u>	
6.	Total completed and stored to date less retainage (4 minus 5):	<u>\$20,916,690.46</u>
7.	Less previous Application for Payments:	<u>\$20,741,847.42</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	<u>\$174,843.04</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 29 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; and (4) I hereby certify that the labor and materials listed on this Application for Payment have been used in the construction of this Work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material, men and suppliers except as listed below:

Dated February 3, 2009

Poole and Kent of Florida

CONTRACTOR

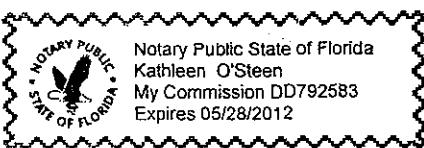
By:

Sm

Stephen Polk, Senior Manager

State of Florida
 County of Indian River
 Subscribed and sworn to before me this 3
 day of February, 2009

Kathleen O'Steen
 Notary Public
 My commission expires: 5/28/2012



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2/25/09

ENGINEER

By:

Martin J. Lewis

APPROVED

MH 3-20-09

472-169000-04521

EJCDC No. C-700-E (2002 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specification Institute.

CONSENT AGENDA

INDIAN RIVER COUNTY
DEPARTMENT OF GENERAL SERVICES
Agenda Item

8H

DATE: March 25, 2009

TO: The Honorable Board of County Commissioners

THROUGH: Joseph A. Baird, County Administrator

FROM: Thomas Frame, General Services Director *thus J. Frame*

SUBJECT: Adoption of Indigent Cremation/Burial Policy and Resolution Designating the County Administrator or His Designee as the "Legally Authorized Person" as defined within Section 497.005(37) Florida Statutes

BACKGROUND:

On March 17, 2009, the Board reviewed and approved staff recommendations concerning the establishment of a policy for burial/cremations of indigent persons or unclaimed bodies along with a resolution designating the County Administrator or his designee as the "legally authorized person" as defined within section 497.005(37) Florida Statutes.

As a follow up please find attached the following:

- A copy of a proposed policy for the Board's consideration.
- A copy of the proposed resolution designating the County Administrator or his designee as the "legally authorized person" as defined within section 497.005(37) Florida Statutes.
- A copy of a burial survey that covers slightly more than one half of Florida counties.
- A copy of the transmittal memorandum from the March 17th Board meeting.

If approved the end result of the policy is to restrict the maximum public expenditure to \$300 for indigent cremation or for indigent burials. If a burial is the choice means of disposition of the remains, then the County would pay \$300 towards the cost of a burial and provide a free burial plot in the Winter Beach Cemetery.

RECOMMENDATION:

Staff recommends that the Board approve the proposed policy which establishes a maximum payment of \$300 towards the disposition of the indigent body and lays out the procedure to be followed by the Human Services Department in handing of indigent bodies or unclaimed bodies. Staff further recommends Approval of Resolution 2009-_____, designating the County Administrator or his designee as the "legally authorized person" as defined within section 497.005(37) Florida Statutes.

APPROVED AGENDA ITEM

BY: *Joseph A. Baird*
Joseph A. Baird, County Administrator

FOR: *April 7, 2009*

Indian River Co	Approved	Date
Admin	<i>JP</i>	3/2/09
Legal	<i>JP</i>	3/3/09
Budget	<i>JP</i>	3/3/09
Department	<i>JP</i>	3/3/09
Risk Manager		

DRAFT



ADMINISTRATIVE POLICY MANUAL	SECTION	NUMBER	DATE EFFECTIVE
	Miscellaneous	908.1	
SUBJECT	Indian River County Disposal of Indigent Bodies (Burial and Cremation)		PAGE
			1 of 3

POLICY:

It is the policy of Indian River County to adhere to the requirements of Chapter 406 of the Florida Statutes and provide dignified burial or cremation to Indian River County indigent residents or unclaimed bodies. Such service shall be through the use of cremation except where prohibited by law or regulation; or where a relative has expressed a preference for burial, Indian River County shall make a reasonable effort to accommodate the request of the relative as provided within this policy. The coordination of burial and cremation services shall be handled through the Indian River County Human Services Department.

COMMENT:

1. Human Services shall make reasonable efforts to locate any of the decedent's relatives and a diligent search will be made to identify assets of the deceased to pay for costs associated with the final disposition of the body. Unless waived by the Human Services Director or designee, only the bodies of persons who die in Indian River County shall be considered to be the responsibility of Indian River County.
2. Unless otherwise directed by the Medical Examiner's Office, all bodies, except for those unidentified, will be cremated. In the absence of a family member, relative or other designee of the deceased, the County Administrator or his designee is authorized to sign the approval for cremation. Should relatives of the deceased oppose cremation, they will be allowed to pay the funeral home directly for the additional cost incurred for burial. The County cost will be limited to the payment equivalent for cremation.
3. This policy shall limit the amount of financial support that Indian River County will contribute towards either a burial or cremation. The amount shall not exceed \$300.00 for cremation or \$300.00 for burial. In either situation, the liability to Indian River County to underwrite such expenses shall only be afforded to those individuals who were determined to be indigent with no funds available to cover the cremation or burial costs. Indian River County Human Services Department will verify eligibility for such County contribution.
4. In cases where burial is elected to be the means of disposition of indigent bodies, any individual or family shall pay the costs of such burial with Indian River County reimbursing its contribution of \$300 upon invoice from the participating funeral home. In addition to the \$300 contribution, Indian River County shall also provide a burial site at Winter Beach Cemetery at no costs.
5. The Human Services Department will maintain internal operational procedures for implementation of this administrative policy and for working with funeral homes, the



ADMINISTRATIVE POLICY MANUAL	SECTION	NUMBER	DATE EFFECTIVE
	SUBJECT	908.1	
	Indian River County Disposal of Indigent Bodies (Burial and Cremation)	PAGE	2 of 3

community, other Indian River County departments, state agencies, and other interested parties.

- A. Medical Examiner's Office: The Medical Examiner's Office will refer unclaimed bodies to the designated funeral home according to the procedures established with the Human Services Director.
- B. Oversight and Records: The Human Services Director will provide oversight for the fiscal management, operational activities, and program records.
- C. State Anatomical Board: Unclaimed bodies meeting the requirements of the Anatomical Board of the State of Florida shall be offered to the Anatomical board as required by Chapter 406, Florida Statutes, and will become the responsibility of the State Anatomical Board for disposition.
- D. Claiming a Body: Nothing in this policy or in the procedures promulgated hereunder shall prevent relatives or others from taking responsibility for a body at any time.
- E. Veteran of Armed Forces: The County shall determine if the deceased is eligible for burial in a national cemetery by contacting the County Veteran Service office or the Regional Office of the U.S. Office of Veteran Affairs and if found eligible, the County shall make arrangements for such burial services in accordance with the provisions of 38 C.F.R.
- F. Disinterment: Relatives requesting disinterment for a burial authorized by Indian River County will pay all fees to cover all costs associated with said removal.
- G. Verification of Requests for Services: Upon receipt of a request for assistance with indigent cremation/burial expenses, the Department of Human Services shall investigate the request and verify the information accompanying the request. An investigation of the request for payment may involve assessment of, but not limited to, the following:
 - a. A completed Burial/Cremation Intake Form
 - b. Past employers
 - c. Past landlords
 - d. Schools
 - e. Department of Health and Human Services
 - f. Department of Veteran Affairs
 - g. Social Security Administration
 - h. Assets



ADMINISTRATIVE POLICY MANUAL	SECTION Miscellaneous	NUMBER 908.1	DATE EFFECTIVE
	SUBJECT Indian River County Disposal of Indigent Bodies (Burial and Cremation)	PAGE	3 of 3

- i. Banking institutions
- j. Nursing Homes
- k. Insurance companies
- l. Friends or acquaintances of the deceased

A request for assistance may be initiated by a relative, other individual, an undertaker, a nursing home or boarding home, a hospital, an institution, or a local law enforcement agency.

- H. Eligibility: A resident or non-resident, declared to be indigent, is eligible for an indigent cremation in the event of death in Indian River County. The Department of Human Services shall request that all hospitals and nursing homes operating in Indian River County identify non-county residents admitted to the institution, and in the event of death of the non-county resident, notify the Department of Human Services. The Division of Human Services shall then transmit a request for assumption of indigent cremation/burial payment to the county of residence.
- I. Insurance: The County will not accept a case if death benefits from insurance, donations or other funds are equal to or exceed County indigent cremation/burial payments.
- J. Inpatient Accounts: If death occurs while the deceased is a patient in a nursing home, the County shall request that the nursing home notify the Human Services Department of any funds which may have accumulated in the inpatient account. The County shall consider such funds in assessing the indigence of the deceased. If these funds exceed or are equal to County indigent cremation/burial payments, the County will not accept the case. If the funds are less than or equal to the eligible costs, the County will pay the difference between the funds available and the eligible costs.
- K. Other Death Benefits: if the deceased is eligible for any other death benefits, including, but not limited to, railroad retirement and/or union death benefits, which exceed or are equal to county indigent cremation/burial payments, the county will not accept the case.
- L. Reimbursements: The County will file for reimbursement of cremation/burial expenses from available sources including inpatient accounts, banking institutions and any other source.

RESOLUTION NO. 2009 -

A RESOLUTION BY THE BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA,
WITH RESPECT TO UNCLAIMED BODIES PURSUANT TO
FLORIDA STATUTES SECTION 406.50.

WHEREAS, Florida Statutes section 406.50 provides that all public officers, agents and employees of every county have certain obligations for the burial or cremation of unclaimed bodies or that are otherwise required to be buried or cremated at public expense; and

WHEREAS, the foregoing obligations include making a reasonable effort to identify the deceased; to make contact with any relatives of the deceased; and to contact the County Veterans Office or Regional Office of the United States Office of Veterans Affairs to determine whether or not the deceased is entitled to burial at a national cemetery as a veteran of the armed forces and, if so, shall make arrangements for such burial services in accordance with the provisions of 38 C.F.R.; and

WHEREAS, pursuant to Florida Statutes section 405.52, if the Anatomical Board located at the University of Florida Health Science Center notifies the County Commissioners that the body is unfit for anatomical purposes the County Commissioners of the county where such person died may cause the person to be buried or cremated; and

WHEREAS, the County wishes to delegate to the County Administrator, or his designee, the responsibility to make the reasonable effort: (a) to determine the identity of the body; (b) to contact any relatives of the deceased; and (c) to determine the veteran status of the deceased, all as required by Florida Statutes ; and

WHEREAS, the Board further wishes to designate cremation in the following circumstances: (a) where there is no relative that expresses a preference for burial; and (b) as a legally authorized person as defined in Florida Statutes section 497.005, where the deceased is unclaimed, or where no relative or other legally authorized person as defined in Florida Statutes section 497.005 has been found after reasonable efforts.

NOW, THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA that:

1. The County Administrator, or his designee, is hereby delegated the specific authority and responsibility to sign "Consent Forms" in the form attached hereto as Exhibit A and incorporated herein in its entirety by this reference in connection with indigent burial.

2. Where no preference is expressed by a relative, the County, as a legally authorized person as defined in Florida Statutes section 497.005, hereby determines that cremation is the method that will be used for indigent burial.

3. Where no relative is found, after reasonable effort, the County, as a legally authorized person as defined in Florida Statutes section 497.005, hereby determines that cremation is the method that will be used for indigent burial.

4. This Resolution shall take effect immediately upon adoption.

This Resolution was moved for adoption by Commissioner _____, and the motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis	_____
Vice Chairman Joseph E. Flescher	_____
Commissioner Peter D. O'Bryan	_____
Commissioner Bob Solari	_____
Commissioner Gary C. Wheeler	_____

The Chairman thereupon declared the Resolution duly passed and adopted this

day of April, 2009.

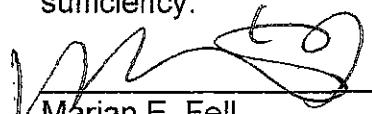
Attest: J. K. Barton, Clerk

INDIAN RIVER COUNTY, FLORIDA
by its Board of County Commissioners

By _____
Deputy Clerk

By _____
Wesley S. Davis, Chairman

Approved as to form and legal
sufficiency:



Marian E. Fell
Senior Assistant County Attorney



Indian River County, Florida
Human Services Department
4675 28th Court Vero Beach, Fl 32967
772-226-1422

Exhibit A

CONSENT FORM

Pursuant to the laws of Florida and the policies of Indian River County, the undersigned hereby authorizes _____ to cremate the remains of

Funeral Home _____

Name of Deceased _____ who died _____ Month _____ Day _____ Year _____ A.M. _____ P.M.

The remains shall be placed in a cardboard container or other type of container specified as:

The undersigned hereby authorizes _____ to dispose of the

Funeral Home _____

cremated remains as indicated below and acknowledges that pursuant to Florida law that if disposition of the cremated remains has not taken place within 120 days following cremation, this instrument shall constitute full and complete authority for the designated funeral home to dispose of the remains according to Florida law.

Dispose of the remains by funeral home of record as provided by law

Return the remains to the family

Signed: _____ Relationship: _____ Date: _____

Print Name: _____
First Name _____ Middle Initial _____ Last Name _____

The undersigned hereby certifies that after making reasonable effort in accordance with Florida Statutes section 406.50; (i) he could find no living relatives of the deceased person; and further (ii) after contacting the Indian River County Veterans Service Office or the regional office of the United States Department of Veteran Affairs, he could not find any evidence of any military service as a veteran of the armed forces that would qualify the deceased to burial in any national cemetery. The undersigned having authorization as the designee pursuant to Resolution 2009-____ of the Indian River County Board of County Commissioners hereby authorizes the cremation of the above named deceased by _____

Funeral Home _____

Signed: _____ Date: _____

Print Name: _____
First Name _____ Middle Initial _____ Last Name _____ Title _____

BURIAL SURVEY 2007

County	Adult Burial	Adult Cremation	Child Burial	Child Cremation	Infant Burial	Infant Cremation	Cemetery Type	Casket Type	Cement Liner	Grave Fees	Comments
Alachua	\$950 (standard) \$1,450 (oversized)	\$550	\$300	\$135	\$300	\$135	City	Wood	Yes	Yes/ \$150	
Brevard	\$600	\$450	\$600	\$450	\$600	\$450	County	Wood	Yes	No	
Broward	\$575	\$375	\$575	\$100	\$575	\$100	None	Cardboard	Yes	No	90% are cremations; funeral home pays other fees
Charlotte	\$600 (Adults Only)	\$430 (Adults Only)	NA	NA	NA	NA	County	Wood	Yes	No	Public Works Dept. opens/closes graves
Citrus	\$500	\$500	\$500	\$500	\$500	\$500	County	Up to the funeral home	Up to the funeral home	No	County pays \$500 fee for burials / cremations to funeral home
Clay	\$400	\$400	\$400	\$400	\$400	\$400	None	Up to the funeral home	Up to the funeral home	No	County pays \$400 fee for burials / cremations to funeral home
Collier	\$1,600	\$450	\$1,600	\$450	\$450	\$75	County	Pressed Board Cloth	Yes	No	
Duval	\$850	\$567	\$150	\$100	\$150	\$100	County	Membossed Doeskin	Yes	No	Only do cremations unless body is not identified
Escambia	\$500	\$300	\$150	NA	\$150	NA	Private	Vault (Adult) Styrofoam (Child)	Yes	Yes	For a burial, an additional \$600 fee is paid for cemetery space.
Flagler	\$500	\$500	\$500	\$500	\$500	\$500	None	Cardboard	Yes	Yes	For a burial, a \$500 fee is paid for cemetery plot and opening/closing of the grave.
Glades	\$1,025	\$600	\$1,025	\$600	\$1,025	\$600	County	Cheapest/ Cardboard	Yes	No	Road Dept. opens/closes graves
Hillsborough	\$2,120	\$369	\$2,120	\$369	\$965	\$175	Contract with	Standard Casket	Yes	Yes	

BURIAL SURVEY 2007

							Cemetery				
Hendry											
Hernando	NA	\$650	NA	\$300	NA	NA	NA	NA	NA	NA	Only does cremations
Highlands	\$579.57	\$549.66	\$460	\$549.66	\$262.92	\$549.66	City	Cardboard	Yes	Yes	Additional fees total \$598.12 for opening/closing grave and cement liner.
Indian River	\$800	\$300	\$800	\$300	\$800	\$300	County	Up to the funeral home	Yes	No	
Lake	\$1,300	\$578	\$1,085	\$578	\$723	\$578	None	Cloth	Yes	No	
Lee	\$750	\$410	\$750	\$135	\$750	\$135	None	Pine Box	Yes	Yes	Only had two burials since 2004. Vets are buried at the National Cemetery in Bushnell
Leon	\$250	\$250	\$250	\$250	\$250	\$250	County	Pine Wood	No	No	County pays a flat fee of \$250 for burials or cremations
Manatee	\$400	\$400	\$200	\$200	\$200	\$200	County	Pressed Wood	No	No	
Marion	\$500	\$500	\$500	\$500	\$500	\$500	City	Pine Wood	No	No	Primarily, only does cremations, except for Vets
Martin	\$2,100	\$385	\$2,100	\$330	\$2,100	\$330	County	Ply Wood	?	No	
Monroe	\$900	\$900	\$900	\$900	\$900	\$900	City	Cement	Yes	No	Cemetery vault is above ground
Okeechobee	\$1,500	\$575	\$1,500	\$575	\$1,500	\$575	County	Ply Wood	Yes	No	
Orange	\$1,298	\$265/ \$530(Embalmed)	\$300	\$53	\$300	Free	County	Metal Wood	Yes	No	Does about 10 burials per year.
Osceola	\$1,350	\$700	\$700	\$500	\$300	\$200	Private	Cheapest Cardboard	Yes	Yes	Cemetery space fee for city residents is \$1,015; and County residents' fee is \$1,017.70.
Palm Beach											
Pasco	\$995	\$520	\$995	\$520	\$115	\$70	County	Wood	No	No	Only cremations,

BURIAL SURVEY 2007

											unless a religious conflict.
Pinellas	NA	\$495	NA	\$495	NA	\$145	None	NA	NA	NA	Only cremations, unless a Vet.
Polk	\$575	\$575	\$275	\$275	\$275	\$275	County	Ply wood	Yes	No	Adult burial is \$450 if buried in County Cemetery but space is very limited.
Putnam											
Sarasota											
Seminole	\$950	\$450	\$950	\$450	\$950	\$450	County	Up to the funeral home	No	No	
St. Johns											
St. Lucie	NA	\$500	NA	\$500	NA	\$50	No	NA	NA	NA	Only cremations.
Volusia	\$1595	\$450	\$1595	\$450	\$1595	\$450	Private	Wood base Cardboard	Yes	No	Same fee applies if Burial @ National Cemetery for Vet

**INDIAN RIVER COUNTY
DEPARTMENT OF GENERAL SERVICES
Agenda Item**

Previous Agenda Item Heard by
BCC on March 17, 2009

DATE: March 11, 2009

TO: The Honorable Board of County Commissioners

THROUGH: Joseph A. Baird, County Administrator

FROM: Thomas Frame, General Services Director

SUBJECT: Indigent Cremation/Burial Policy and Resolution Designating the County Administrator or His Designee as the "Legally Authorized Person" as defined within Section 497.005(37) Florida Statutes

BACKGROUND:

Whenever an indigent dies, Chapter 406 of the Florida Statutes prescribes a number of actions that must be taken relative to the disposition of the body. When the County is responsible for the disposition, it generally has two choices. One is cremation and the other is burial. The difference economically is \$500. Cremation costs \$300 and burial costs \$800. Currently, the County gets free burial plots via the Winter Beach Cemetery.

Florida law provides that in the case of an unclaimed body, or where such remains require burial or cremation at public expense, that the anatomical board (located at the University of Florida Health Science Center) be contacted. A determination has to be made whether the anatomical board needs the body or if it directs the county to dispose of the body. In addition, the person or entity in charge or control of the dead body or human remains shall make a reasonable effort to determine:

- The identity of the deceased individual and attempt to contact any relatives;
- Whether or not the deceased person is entitle to be buried in a national cemetery as a veteran of the armed forces;

In cases where an unclaimed body is not acceptable under the standards for the anatomical board, or where there are more bodies than the anatomical board needs, the County would be responsible for the cremation or burial of the body.

Florida Statutes Section 406.52 states, "If a relative of the deceased person is contacted and expresses a preference for either burial or cremation, the county shall make a reasonable effort to accommodate the request of the relative." Section 406.52 goes on to state "For the purpose of this section, the county commissioners of the county where such person died shall be considered a legally authorized person as defined within s. 497.005.

Section 497.005(37) defines "Legally Authorized Persons" and list the various parties in a priority listing or class including the county commission. It further states that the funeral establishment shall rely upon the authorization of any one of the legally authorized persons of that class if that person represents that she or he is not aware of any objection to the cremation of the deceased's human remains by others in the same class of the person making the representation or of any person in a higher priority class.

The problem arises when a relative may request a burial instead of cremation. If the county has found a relative, and that relative has requested a preference for burial, the county is obligated to make reasonable effort to accommodate that relative's request.

Fiscal Year	Burials @ \$800 each	Cremations @ \$300 each	Burial Cost over Cremation @ \$500
2006-2007	(7) \$5,600	(21) \$ 6,300	(7) \$3,500
2007-2008	(12) \$9,600	(51) \$15,300	(12) \$6,000
2008-2009	(4) \$3,200	(14) \$ 4,200	(4) \$2,000

Based on statistics from the Office of Management and Budget, had we been able to utilize cremation for the disposition of all 12 indigent burials for FY 2007/08, the County could have saved \$6,000. We have already had four burials in this fiscal year at a cost of \$800 each.

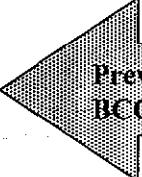
Given the economic impact of burials over cremation, perhaps a reasonable accommodation to the relative requesting a burial would be to provide for an indigent burial (\$800) by agreeing to contribute the cost of cremation (\$300) towards the \$800 burial fee with the relative paying the balance of the services charges agreed to between the family and funeral home. The public's liability would not exceed \$300.00

A copy of the policy from St. Lucie County is attached and staff feels that it is a good model from which to prepare a detailed Policy and Procedure for Indian River County to include within its Administrative Manual.

To put this into motion two things would need to occur. First, a formal policy needs to be adopted spelling out the policy of the Board. Secondly, the Board needs to adopt a resolution designating the County Administrator or his designee as the "legally authorized person" as defined by statute and giving the County Administrator or his designee the delegated authority to sign any required forms to accomplish the proposed policy as envisioned within the statutes on behalf of the Board of County Commissioners.

RECOMMENDATION:

Staff recommends that the Board give direction relative to a policy similar to that as found in St. Lucie County. If agreeable by the Board, staff would return at the next most convenient Board meeting with a completed policy for the Board's consideration and approval along with a final version of the proposed resolution designating the County Administrator or his designee as the "legally authorized person" as defined within Section 497.005(37) Florida Statutes.



Previous Agenda Item Heard by
BCC on March 17, 2009

APPROVED AGENDA ITEM

BY: _____

Joseph A. Baird, County Administrator

FOR: _____

Indian River Co	Approved	Date
Admin		
Legal		
Budget		
Department		
Risk Manager		

Consent Agenda

**Indian River County
Interoffice Memorandum
Office of Management & Budget**

To: Members of the Board
of County Commissioners

From: Jason E. Brown
Director, Office of Management & Budget

Date: March 31, 2009

Subject: **Fourth of July Fireworks Funding
Miscellaneous Budget Amendment 011**

**Background Information**

For several years, Indian River County has provided assistance in funding Fourth of July fireworks displays in Vero Beach and Sebastian. The Lions Club of Sebastian has again requested assistance in funding their celebration this year. For many years, the County has contributed \$2,500 each to Sebastian and Vero Beach.

As you are aware, Indian River County's economy has been struggling recently as a result of the current global economic downturn. This has had a significant impact on the County's revenues. Due to declining real estate values, sales tax and other revenues the County receives, we anticipate a \$15 million shortfall in next year's budget.

Alternatives

At this time, we are requesting direction from the Board of Commissioners on providing funding for the Fourth of July fireworks displays in Vero Beach and Sebastian.

Alternative No. 1:

Decline funding the fireworks displays for the Cities of Sebastian and Vero Beach in light of current economic and taxing environments.

Alternative No. 2:

Approve funding the fireworks displays for the Cities of Sebastian and Vero Beach in the amount of \$2,500 each. Staff recommends that any contribution serve as a match for the amount funded by the respective city up to \$2,500.

Additionally, approve the attached Budget Amendment 011 and Resolution amending the fiscal year 2008/2009 budget. M.S.T.U. Fund contingencies will provide funding of \$5,000.

Staff Recommendation

Staff recommends Alternative No. 2 to approve funding the fireworks displays for the Cities of Sebastian and Vero Beach in the amount of \$2,500 each and also that any contribution serve as a match for the amount funded by the respective city up to \$2,500. Additionally, Staff recommends approval of Budget Amendment 011 and Resolution amending the fiscal year 2008/2009 budget.

Attachments

Letter from Lions Club of Sebastian
Budget Resolution

APPROVED AGENDA ITEM:

BY: Joseph A. Baird
Joseph A. Baird
County Administrator
FOR: April 7, 2009

Indian River County	Approved	Date
Administrator		4/2/09
Legal		4/1/09
Budget		4/1/09
Department		
Risk Management		

Lions Club of Sebastian, Inc.

000

c/o Norman I. Meyer, MD
13244 US Highway 1 • Sebastian, FL. 32958
Phone 772-228-9900 • Fax 772-228-9111

March 09, 2009

Office of Management & Budget
Indian River County
1801 27th Street
Vero Beach, FL. 32960-3388

Attn: Jason Brown, Indian River County Budget Director

Dear County Commissioners,

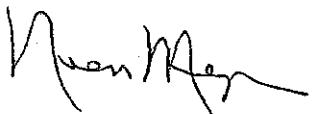
I am writing on behalf of the 4th of July Celebration Committee of the Lions Club of Sebastian.

As in the past Indian River County has made a twenty five hundred dollar (\$2500.00) donation towards the fireworks display, I am hopeful we will be able to continue to receive this support from you. The city in the past has boasted of the quality family celebration, and we hope to continue with your support.

If you have any questions or concerns, please feel free to call me.

Thank you in advance for your support.

Sincerely,



Norman Meyer, MD
Chairperson, 4th of July Celebration
Lions Club of Sebastian, Inc.

RECEIVED

MAR 10 2009

Budget Office

RESOLUTION NO. 2009-_____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA,
AMENDING THE FISCAL YEAR 2008-2009 BUDGET.

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2008-2009 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Indian River County desires to amend the fiscal year 2008-2009 budget, as more specifically set forth in Exhibit "A" attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Fiscal Year 2008-2009 Budget be and hereby is amended as set forth in Exhibit "A" upon adoption of this Resolution.

This Resolution was moved for adoption by Commissioner _____, and the motion was seconded by Commissioner _____, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis	_____
Vice Chairman Joseph E. Flescher	_____
Commissioner Peter D. O'Bryan	_____
Commissioner Bob Solari	_____
Commissioner Gary C. Wheeler	_____

The Chairman thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2009.

Attest: J. K. Barton, Clerk

INDIAN RIVER COUNTY, FLORIDA
Board of County Commissioners

By _____
Deputy Clerk

By _____
Wesley S. Davis, Chairman

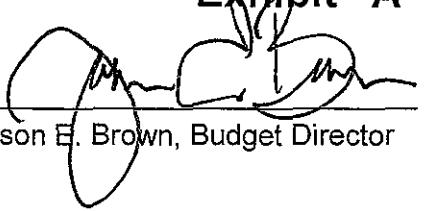
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY 
COUNTY ATTORNEY

Exhibit "A"

Resolution No. 2009-

Budget Office Approval:


Jason E. Brown, Budget Director

Budget Amendment: 011

Entry Number	Fund/ Department/ Account Name	Account Number	Increase	Decrease
1.	Expenses			
	Municipal Service Taxing Unit/ Recreation / Fireworks	00410872-041110	\$5,000	\$0
	Municipal Service Taxing Unit/ Reserve for Contingencies	00419981-099910	\$0	\$5,000

Consent Agenda

Indian River County
Interoffice Memorandum

Office of Management & Budget

To: Members of the Board
of County Commissioners

From: Jason E. Brown
Director, Office of Management & Budget

Thomas W. Frame *thomas w. frame*
Director of General Services

Date: March 31, 2009

Subject: **Transfer of Jail Maintenance Expenses to Sheriff's Budget**
Miscellaneous Budget Amendment 010

Descriptions and Conditions

As outlined in State law, counties have the responsibility to provide and maintain facilities for the Sheriff's Office. This includes the facilities related to law enforcement and the County Jail. Currently, funding and staffing for maintenance operations at these facilities are included in the Facilities Management budget in the General Fund. The Sheriff's Office and County staff have discussed moving these expenses from Facilities Management to the Sheriff's Office budget moving forward.

This change would result in a decrease of three full time positions and operating expenses in the Facilities Management budget. A corresponding increase in the Sheriff's Budget (and staffing) would also result. At this time, staff is recommending that this change occur effective May 15, 2009. In order to accomplish the transfer of these costs, a budget amendment would be needed to reduce expenses in Facilities Management and increase expenses in the Sheriff's budget for the remaining four and a half (4 1/2) months of the current fiscal year. The estimated cost of jail maintenance for the rest of fiscal year 2008/09 equals \$133,591, and the estimated annualized cost is \$356,242 as detailed in Table 1 on the following page.

The attached budget amendment reallocates the funding from Facilities Management to the Sheriff's Office for the current fiscal year. For fiscal year 2009/10 and future years, these expenses will be included in the Sheriff's budget request to the County. Therefore, the Facilities Management budget for FY 2009/10 will decrease by approximately \$356,242. It is anticipated that the Sheriff's budget will increase by a corresponding amount. However, it should be noted that maintenance and repair expenses can vary significantly from year to year.

Table 1
Estimated Jail Maintenance Cost

Expense Description	Estimated FY 2008/09 Cost (4 ½ Months)	Estimated Annualized Cost
Salaries	\$39,527	\$105,404
Benefits	\$19,902	\$53,072
Subtotal – Salaries & Benefits	\$59,429	\$158,476
Other Contractual Services	\$18,833	\$50,220
Building Maintenance	\$19,176	\$51,138
Air Conditioning Maintenance	\$10,260	\$27,360
Equipment Maintenance	\$21,618	\$57,648
Other Operating Supplies	\$4,275	\$11,400
Subtotal – Operating Expenses	\$74,162	\$197,766
Total Estimated Cost	\$133,591	\$356,242

Sheriff's Office staff and County staff have agreed to the basic parameters of which services and expenses will be transferred to the Sheriff. These are outlined in the attached memo from Lynn Williams dated March 16, 2009. Some expenses will remain the responsibility of the County, such as utility costs, custodial services, HVAC operation and repairs (at Administration Building), elevator maintenance and pest control. Others, such as general building maintenance (painting, lighting, carpet maintenance and replacement, fire suppression system maintenance), detention equipment repair and operation, HVAC repairs (at the jail), kitchen equipment, boiler equipment, hand tools, and telephone equipment will become the responsibility of the Sheriff's Office. Please note that these are not comprehensive listings of the responsibilities, but are shown for illustrative purposes. For a complete listing of responsibilities, please see the aforementioned memo.

The facilities for which responsibility will transfer include the Sheriff's Administration Building, two substations, airport hangar, and the County Jail. The Sheriff's facilities at the Courthouse are not included in this transfer. They will remain the responsibility of Facilities Management.

Staff Recommendation

Staff recommends that the Board of Commissioners approve the transfer of building maintenance for the Sheriff's Administration Building, substations, airport hangar, and the County Jail from Facilities Management to the Sheriff's Office in accordance with the memorandum dated March 16, 2009. This will result in the elimination of three full-time Tradesworker II positions in Facilities Management and the addition of three full-time positions in the Sheriff's Office. Staff further recommends that this change become effective May 15, 2009. Staff also recommends that the Board of Commissioners approve the attached budget resolution amending the fiscal year 2008/09 budget.

Distribution

Deryl Loar, Sheriff
Martha Asher, Sheriff's Office
Lynn Williams, Facilities Management

Attachments

- Memo from Lynn Williams, dated March 16, 2009
- Summary of Sheriff's Office Maintenance Expenses
- Budget Resolution

APPROVED AGENDA ITEM:

BY: Joseph A. Baird
Joseph A. Baird
County Administrator

FOR April 7, 2009

Indian River County	Approved	Date
Administrator	(S)	4/2/09
Legal	MZ	4/1/09
Budget	MM	4/1/09
Department	TWZ	4/1/09
Risk Management		

Indian River County Facilities Management Division
Memorandum
Telephone: 772-226-3490 Fax: 772-226-3494

Date: March 16, 2009

To: Jason Brown Budget Director

From: Lynn Williams Facilities Manager

Subject: Sheriff's Maintenance

Attached is a spread sheet of the projected costs for maintaining the Jail and Sheriff's Administration Facilities for the remainder of this fiscal year. I am also providing a list of qualifications and assumptions used in preparation of these amounts.

Account Description and Use

Maintenance of Buildings- 034.61 is generally used of repair of building components including the normal source electrical system.

Maintenance of Air Conditioning- 034.62 is used for repair parts, contracted repairs and preventative maintenance supplies such as filters and coil cleaner.

Maintenance of Other Equipment- 034.69 is used for repair parts and contracted repairs of Detention doors and controls, Audio/Visual systems, Emergency Generators, Irrigation systems, Water conditioning Equipment, Kitchen and Laundry Equipment and Elevators.

Other contractual Services- 033.49 is used for Elevator and generator maintenance contracts, pest control, janitorial services, Fire Sprinkler inspection.

Fuel and lubricants- 035.21 is used for Emergency Generator Fuel

Uniforms and Clothing – 035.24 provides for Uniform service for 3 employees

Institutional supplies – 035.25 provides for custodial supplies for the facilities

Expendable tools – 035.26 provides hand tools under the capital limit for employees

Other operating supplies – 035.29 provides for water conditioning salt, welding supplies and miscellaneous shop supplies.

Qualifications and Assumptions

Three current positions assigned to the Jail will be eliminated from the Facilities Management Budget. Salaries and benefits for those positions will be transferred to the Sheriff Department budget.

Hand tools and equipment, existing handheld radios and other office supplies or equipment, automotive (pick up) and utility vehicles currently stationed at the Jail will be transferred to the Sheriffs Department. Future equipment needs will be the responsibility of the Sheriffs Department.

Building Maintenance and repair for all locations currently housing the Sheriffs Department (with the exception of the Courthouse office space) will be provided by employees of the Sheriff's Department and/or contracted through the Sheriffs Department. This includes, doors and locks, windows, roof, ceiling grid and tile, painting, lighting (bulbs, tubes and ballasts), carpet and floor covering, plumbing, Fire alarm, fire sprinkler systems, access control, grounds maintenance and irrigation, fire extinguishers and fire suppression systems (including hydrants).

Repair and operation of detention equipment (including electronic controls and intercom), Audio/Visual equipment (including Video Visitation), Water conditioning equipment, kitchen equipment, including walk-in coolers and freezers, boilers, pumps, disposals, food preparation and delivery equipment, laundry equipment, garage equipment, gasoline and oil dispensing equipment, air compressors, automotive lifts, water coolers, office furnishings, telephone and data equipment are the responsibility of the Sheriffs Department.

Custodial Service currently contracted through the County's annual bid will remain the responsibility of the County. The County reserves the right to modify service to accomplish budget goals.

Utility costs including, water/sewer, electric and propane will remain the responsibility of the County.

Pest control currently contracted through the County's Annual bid will remain the responsibility of the County.

Elevator Maintenance currently contracted through the County's annual bid will remain the responsibility of the County. Repair of Elevator if not covered by Maintenance contract will be responsibility of the County.

Maintenance, operation, repair and fuel for the emergency generators (including fuel tanks) will be the responsibility of the Sheriff's Department.

Preventative maintenance and repair of HVAC Equipment at the Sheriffs Administration Building and outlying offices will be the responsibility of Facilities Management.

Preventative Maintenance and repair of HVAC Equipment at the Jail will be the responsibility of the Sheriff's Department.

Operation of the Central HVAC controls for the purpose of temperature control, energy conservation and diagnostics will be the responsibility of the County.

Supplies for the repair and operation of the systems and equipment listed above will be the responsibility of the respective Department.

Annual or emergency building equipment replacement, building related capital projects, renovations or alterations funding requests will be made in a separate submittal by the Sheriffs Department and the County will establish project priorities and authorize funding in a separate Budget.

Summary of Sheriff's Office Maintenance Expenses
 Facilities Management Transfers to Sheriff

Salary Costs

Position Number	Salary	S.S.	Med.	Ret.	Health & Life Ins.	OPEB Expense	Worker's Comp.	Total
1914	42,786	2,653	620	4,313	9,361	1,501	3,106	\$64,340
1908	31,366	1,945	455	3,162	6,434	1,501	2,277	\$47,139
1899	31,252	1,938	453	3,150	6,434	1,501	2,269	\$46,997
Annual Total	\$105,404	\$6,535	\$1,528	\$10,625	\$22,229	\$4,503	\$7,652	\$158,476
4.5 Month Total	\$39,527	\$2,451	\$573	\$3,984	\$8,336	\$1,689	\$2,870	\$59,429

Supplies and Maintenance Costs

Building	Square Footage	Utilities	Contract Services	Charges per Square Foot				Annual	4.5 Months
				Maint. Bldg.	Maint. Equip.	Maint. A/C	Supplies		
Sheriff Admin.	39,000	N/A	\$0.018	\$0.015	\$0.016	N/A	N/A	\$22,932	\$8,600
Sheriff Sub.	3,500	N/A	\$0.018	\$0.019	N/A	N/A	N/A	\$1,554	\$583
Jail	190,000	N/A	\$0.018	\$0.019	\$0.022	\$0.012	\$0.005	\$173,280	\$64,980
								\$197,766	\$74,162
								Grand Total	\$356,242
									\$133,591

Note: These estimates are based upon the assumptions of responsibility for maintenance as outlined in the memo from Lynn Williams dated March 16, 2009.

DRAFT

RESOLUTION NO. 2009-_____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA,
AMENDING THE FISCAL YEAR 2008-2009 BUDGET.

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2008-2009 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Indian River County desires to amend the fiscal year 2008-2009 budget, as more specifically set forth in Exhibit "A" attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Fiscal Year 2008-2009 Budget be and hereby is amended as set forth in Exhibit "A" upon adoption of this Resolution.

This Resolution was moved for adoption by Commissioner _____, and the motion was seconded by Commissioner _____, and, upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis	_____
Vice Chairman Joseph E. Flescher	_____
Commissioner Peter D. O'Bryan	_____
Commissioner Bob Solari	_____
Commissioner Gary C. Wheeler	_____

The Chairman thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2009.

Attest: J. K. Barton, Clerk

INDIAN RIVER COUNTY, FLORIDA
Board of County Commissioners

By _____
Deputy Clerk

By _____
Wesley S. Davis, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

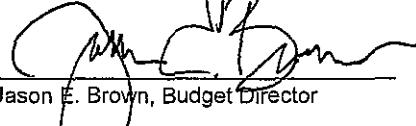
BY

COUNTY ATTORNEY

Exhibit "A"

Resolution No. 2009-

Budget Office Approval:


Jason E. Brown, Budget Director

Budget Amendment: 010

Entry Number	Fund/ Department/ Name	Account	Account Number	Increase	Decrease
1.	Expenses				
	General Fund/Facilities Management/Regular Salaries		00122019-011120	\$0	\$39,526
	General Fund/Facilities Management/Social Security Matching		00122019-012110	\$0	\$2,451
	General Fund/Facilities Management/Retirement Contribution		00122019-012120	\$0	\$3,984
	General Fund/Facilities Management/Health & Life Insurance		00122019-012130	\$0	\$8,337
	General Fund/Facilities Management/Worker's Compensation		00122019-012140	\$0	\$2,870
	General Fund/Facilities Management/OPEB Expense		00122019-012160	\$0	\$1,689
	General Fund/Facilities Management/Medicare Matching		00122019-012170	\$0	\$573
	General Fund/Facilities Management/Other Contractual Services		00122019-033490	\$0	\$18,832
	General Fund/Facilities Management/Maintenance-Building		00122019-034610	\$0	\$19,176
	General Fund/Facilities Management/Maintenance-Air Conditioning		00122019-034620	\$0	\$10,260
	General Fund/Facilities Management/Other Maintenance Equipment		00122019-034690	\$0	\$21,618
	General Fund/Facilities Management/Other Operating Supplies		00122019-035290	\$0	\$4,275
	General Fund/Sheriff/Worker's Compensation		00160021-012140	\$2,870	\$0
	General Fund/Sheriff/OPEB Expense		00160021-012160	\$1,689	\$0
	General Fund/Sheriff/Law Enforcement		00160086-099040	\$8,600	\$0
	General Fund/Sheriff/Court Services		00160086-099090	\$582	\$0
	General Fund/Sheriff/Detention Center		00160086-099140	\$119,850	\$0

8K

INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
And
Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: FDOT Local Agency Agreement (LAP) A094 (FM Number 416084-1-58-01)
Supplemental Agreement (FM Number 423188-1-58-01)
and Resolution Authorizing the Chairman's Signature
12th Street for Sidewalk Construction from 27th Avenue to 43rd Avenue – IRC
Project No. 0604

DATE: March 30, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On September 13, 2007, Indian River County entered into a Local Agency Agreement (LAP) (FM # 416084-1-58-01) with the Florida Department of Transportation for sidewalk construction on 12th Street from 27th Avenue to 43rd Avenue in the amount of \$290,000.00. An additional \$464,892.00 in Safe Route to School funds were added by the FDOT for a total of \$754,892.00. On September 23, 2008, the Board of County Commissioners approved a Supplemental Agreement for the additional funding, however, the FDOT had submitted this Supplemental Agreement with a wrong contract number and have since corrected the error. Attached, please find a resolution authorizing the Board of County Commissioners to execute the Local Agency Program Supplemental Agreement (FM # 423186-58-01) for LAP Contract No. AOU95 for the additional \$464,892.00 funding.

This project was advertised for bid and the bid was awarded to Sheltra and Son Construction, Inc. on November 4, 2008 for \$303,431.25. Construction has begun on this sidewalk project.

RECOMMENDATIONS

Staff recommends approval of the Supplemental Agreement (FM# 423188-1-58-01) to the Local Agency Agreement (LAP) be approved and adopt the resolution authorizing the Chairman to sign the Supplemental Agreement.

ATTACHMENTS

1. Supplemental Agreement (FM# 423188-1-58-01) to the Local Agency Agreement (FM # 416084-1-58-01)
2. Authorizing Resolution

PAGE TWO
FDOT SUPPLEMENTAL AGREEMENT
FOR APRIL 7, 2009

DISTRIBUTION

1. Phillip J. Matson, MPO Staff Director

APPROVED AGENDA ITEM

FOR April 7, 2009

By: Joseph A. Baird

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
Legal		3-31-09
Risk Management		
Public Works		3/31/09
Engineering		3-31-09

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416084-1-58-01 423188-1-58-01 CONTRACT NO. AQU95
DUNS NO. 80-939-7102		

The Florida Department of Transportation and Indian River County desires to supplement the original Agreement entered into and executed on 9/13/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name 12th Street Sidewalk Length 0.4

Termini 27th Avenue / Vero Beach Elementary to 43rd Avenue

Description of Work:
Sidewalk Construction (SRTS)

Reason for Supplement:

We are requesting to add a new FM No. 423188-1-58-01 to the original FM No. 416084-1-58-01. The New FM No. will add an additional \$464,892.00 in SRTS funds to the original funds of \$290,000.00 for a project total of \$754,892.00.

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416084-1-58-01 423188-1-58-01 CONTRACT NO. AOU95
DUNS NO. 80-939-7102		

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
2007-2008	\$290,000.00				\$290,000.00
2008-2009		\$464,892.00			\$464,892.00
2009-2010					
2010-2011					
Total Construction Cost	\$290,000.00	\$464,892.00	\$0.00	\$0.00	\$754,892.00
Construction Engineering and Inspection (CEI)					
2007-2008					
2008-2009					
2009-2010					
2010-2011					
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$290,000.00	\$464,892.00	\$0.00	\$0.00	\$754,892.00
TOTAL COST OF THE PROJECT	\$290,000.00	\$464,892.00	\$0.00	\$0.00	\$754,892.00

SUPPLEMENTAL NO. 1	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416084-1-58-01 423188-1-58-01 CONTRACT NO. AOU95
DUNS NO. 80-939-7102		

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: GERRY O'REILLY, P.E.
Title: Director of Transportation Development

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form:



Attorney

As to form:

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION NO. 2009-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING
EXECUTION OF A SUPPLEMENTAL AGREEMENT FOR SIDEWALK
CONSTRUCTION FOR 12TH STREET FROM 27TH AVENUE to 43RD AVENUE IN
INDIAN RIVER COUNTY.**

WHEREAS, the State of Florida, Department of Transportation and Indian River County have entered into a LOCAL AGENCY PROGRAM AGREEMENT on September 13, 2007, in which the State of Florida, Department of Transportation agreed to provide funding to the County in connection with Sidewalk Construction for 12th Street from 27th Avenue to 43rd Avenue in Indian River County, Florida for FM# 416084-1-58-01 and hereinafter referred to as the **PROJECT** in the amount of \$290,000.00, and

WHEREAS, the State of Florida, Department of Transportation, has requested Indian River County execute and deliver to the State of Florida, Department of Transportation, this SUPPLEMENTAL AGREEMENT FM# 423188-1-58-01, for additional Safe Routes to School funds in the amount of \$464,892.00 for the aforementioned project, for a total of \$754,892.00;

**NOW, THEREFORE, BE IT RESOLVED BY THE INDIAN RIVER
COUNTY BOARD OF COUNTY COMMISSIONERS:**

1. Approves SUPPLEMENTAL AGREEMENT (FM # 423188-1-58-01) to the LOCAL AGENCY PROGRAM AGREEMENT (FM # 416084-1-58-01) between State of Florida, Department of Transportation and Indian River County; and
2. Authorizes the Chairman to execute SUPPLEMENTAL AGREEMENT; and
3. Directs the County Engineer to transmit the executed SUPPLEMENTAL AGREEMENT to the State of Florida, Department of Transportation.

THIS RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis _____
Vice-Chairman Joseph E. Flescher _____
Commissioner Gary C. Wheeler _____
Commissioner Peter D. O'Bryan _____
Commissioner Bob Solari _____

RESOLUTION NO. 2009-

The Chairman thereupon declared the resolution passed and adopted this
day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA**

By _____
Wesley S. Davis, Chairman

Attest: _____
Jeffrey K. Barton, Clerk


for County Attorney
Approved as to Form and Legal Sufficiency

By: _____
Deputy Clerk

8L

INDIAN RIVER COUNTY, FLORIDA MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
And
Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: FDOT Local Agency Agreement (LAP) AOU94 (FM Number 416083-1-58-01)
Supplemental Agreement (FM Number 423187-1-58-01)
and Resolution Authorizing the Chairman's Signature
12th Street for Sidewalk Construction from Vero Beach Elementary School to 11th
Avenue – IRC Project No. 0216

DATE: March 30, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On September 17, 2007, Indian River County entered into a Local Agency Agreement (LAP) (FM #416083-1-58-01) with the Florida Department of Transportation for sidewalk construction on 12th Street from Vero Beach Elementary School to 11th Avenue in the amount of \$100,000.00. An additional \$199,311.00 in Safe Route to School funds was added by the FDOT for a total of \$299,311.00. On September 23, 2008, the Board of County Commissioners approved a Supplemental Agreement for the additional funding, however, the FDOT had submitted this Supplemental Agreement with a wrong contract number and have since corrected the error. Attached, please find a resolution authorizing the Board of County Commissioners to execute the Local Agency Program Supplemental Agreement (FM # 423187-1-58-01) for LAP Contract No. AOU94 for the additional \$199,311.00 funding.

This project was advertised for bid and the bid was awarded to Timothy Rose Contracting, Inc. on November 4, 2008 for \$140,000.91. Construction has begun on this sidewalk project.

RECOMMENDATIONS

Staff recommends approval of the attached Supplemental Agreement (FM # 423187-1-58-01) to the Local Agency Agreement (LAP) (FM# 416083-1-58-01) be approved and adopt the resolution authorizing the Chairman to sign the Supplemental Agreement.

ATTACHMENTS

1. Supplemental Agreement (FM# 423187-1-58-01) to the Local Agency Agreement (FM# 416083-1-58-01)
2. Authorizing Resolution

PAGE TWO
FDOT SUPPLEMENTAL AGREEMENT
FOR APRIL 7, 2009

DISTRIBUTION

1. Phillip J. Matson, MPO Staff Director

APPROVED AGENDA ITEM

FOR: April 7, 2009

By: *Joseph H. Baird*

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
Legal		3-31-09
Risk Management		
Public Works		3/30/09
Engineering		3-30-09

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 416083-1-58-01 & 423187-1-58-01 CONTRACT NO. AOU94
--	---	--

The Florida Department of Transportation and Indian River County desires to supplement the original Agreement entered into and executed on 9/17/2007 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name 12th Street Sidewalk Length 0.4

Termini 16th Avenue / Vero Beach Elementary to 11th Avenue

Description of Work:
Sidewalk Construction (SRTS)

Reason for Supplement:

We are requesting this Supplemental Agreement to add a new FM No. 423187-1-58-01 to the original FM No. 416083-1-58-01. The new FM No. will add an additional \$199,311.00 in SRTS funds to the original funds of \$100,000.00 for a project total of \$299,311.00.

416083-1-58-01 &
 FPN 423187-1-58-01
 CONTRACT NO. AOU94

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning 2007-2008 2008-2009 2009-2010 2010-2011					
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E) 2007-2008 2008-2009 2009-2010 2010-2011					
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design 2007-2008 2008-2009 2009-2010 2010-2011					
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way 2007-2008 2008-2009 2009-2010 2010-2011					
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction 2007-2008 2008-2009 2009-2010 2010-2011	\$100,000.00 	\$199,311.00 			\$100,000.00 \$199,311.00
Total Construction Cost	\$100,000.00	\$199,311.00	\$0.00	\$0.00	\$299,311.00
Construction Engineering and Inspection (CEI) 2007-2008 2008-2009 2009-2010 2010-2011					
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$100,000.00	\$199,311.00	\$0.00	\$0.00	\$299,311.00
TOTAL COST OF THE PROJECT	\$100,000.00	\$199,311.00	\$0.00	\$0.00	\$299,311.00

416083-1-58-01 &
FPN 423187-1-58-01
CONTRACT NO. AOU94

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

As to form:


Attorney

As to form:

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

RESOLUTION NO. 2009-_____

**A RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, AUTHORIZING
EXECUTION OF A SUPPLEMENTAL AGREEMENT FOR 12TH STREET FOR
SIDEWALK CONSTRUCTION FROM VERO BEACH ELEMENTARY
SCHOOL TO 11TH AVENUE IN INDIAN RIVER COUNTY.**

WHEREAS, the State of Florida, Department of Transportation and Indian River County have entered into a LOCAL AGENCY PROGRAM AGREEMENT on September 17, 2007, in which the State of Florida, Department of Transportation agreed to provide funding to the County in connection with Sidewalk Construction for 12th Street from Vero Beach Elementary to 11th Avenue in Indian River County, Florida for FM# 416083-1-58-01 and hereinafter referred to as the **PROJECT** in the amount of \$100,000.00, and

WHEREAS, the State of Florida, Department of Transportation, has requested Indian River County execute and deliver to the State of Florida, Department of Transportation, this SUPPLEMENTAL AGREEMENT FM# 423187-1-58-01, for additional Safe Routes to School funds in the amount of \$199,311.00 for the aforementioned project, for a total of \$299,311.00;

**NOW, THEREFORE, BE IT RESOLVED BY THE INDIAN RIVER
COUNTY BOARD OF COUNTY COMMISSIONERS:**

1. Approves SUPPLEMENTAL AGREEMENT (FM # 423187-1-58-01) to the LOCAL AGENCY PROGRAM AGREEMENT (FM # 416083-1-58-01) between State of Florida, Department of Transportation and Indian River County; and
2. Authorizes the Chairman to execute SUPPLEMENTAL AGREEMENT; and
3. Directs the County Engineer to transmit the executed SUPPLEMENTAL AGREEMENT to the State of Florida, Department of Transportation.

THIS RESOLUTION was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Chairman Wesley S. Davis _____
Vice-Chairman Joseph E. Flescher _____
Commissioner Gary C. Wheeler _____
Commissioner Peter D. O'Bryan _____
Commissioner Bob Solari _____

RESOLUTION NO. 2009-_____

The Chairman thereupon declared the resolution passed and adopted this
day of _____, 2009.

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY, FLORIDA**

By _____
Wesley S. Davis, Chairman

Attest: _____
Jeffrey K. Barton, Clerk


for: County Attorney
Approved as to Form and Legal Sufficiency

By: _____
Deputy Clerk

8M

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
AND: Christopher J. Kafer, Jr., P.E., County Engineer

FROM: Michael O'Brien, P.S.M., C.F.M., County Surveyor *MOB*
SUBJECT: Amendment No. 1 to the Professional Service Agreements for
Annual Land Surveying and Mapping/GIS Services Contract
IRC Project No. 0725

DATE: March 16, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On November 6, 2007, the Board of County Commissioners entered into Professional Services Agreements with six (6) firms (Carter Associates, Inc., Creech Engineering, Inc., Kimley-Horn & Associates, Inc., Masteller, Moler, Reed & Taylor, Inc., Morgan Eklund, Inc., and Woolpert, Inc.) for the continuing Land Surveying and Mapping/GIS Services Contract with Indian River County. County staff negotiated standard fee schedules and the "master" agreement with each individual firm, with Work Orders being issued for individual projects.

Currently, requested survey projects are brought to the Board of Commissioners in the form of a Work Order for approval. This is a time-consuming process, and with the continuing need to do surveys for roadway design and Right-of-Way acquisition and related closings, we are requesting a modification to the Annual Land Surveying and Mapping/GIS Services Contract.

Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract is to modify the Agreement to allow Purchase Orders to be issued for individual projects with proposals less than \$15,000.00 through the Indian River County MUNIS system and approved by Division and Department Directors. Projects with proposals \$15,000.00 and over shall be brought to the Indian River County Board of County Commissioners for approval as Work Orders.

RECOMMENDATION

Staff recommends approval of the attached Amendment No. 1 to the Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services Contract for each of the six (6) firms Carter Associates, Inc., Creech Engineering, Inc., Kimley-Horn & Associates, Inc., Masteller, Moler, Reed & Taylor, Inc., Morgan Eklund, Inc., and Woolpert, Inc.) modifying the Agreement to allow for Purchase Orders to be issued for individual projects with proposals less than \$15,000.00.

ATTACHMENTS

1. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Carter Associates, Inc.
2. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Creech Engineering, Inc.

PAGE TWO

Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS
March 16, 2009

3. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Kimley-Horn & Associates, Inc.
4. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Masteller, Moler, Reed & Taylor, Inc.
5. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Morgan Eklund, Inc.
6. Amendment No. 1 to the Professional Service Agreement for Annual Land Surveying and Mapping/GIS Services Contract for Woolpert, Inc.

DISTRIBUTION

1. Carter Associates, Inc.
2. Creech Engineering, Inc.
3. Kimley-Horn & Associates, Inc.
4. Masteller, Moler, Reed & Taylor, Inc.
5. Morgan Eklund, Inc.
6. Woolpert, Inc.

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
Legal		3-31-09
Risk Management		3/30/09
Public Works		3/30/09
Engineering		3-30-09

Mob 3.30.09

APPROVED AGENDA ITEM

FOR April 7, 2009

BY Joseph A. Baird

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN CARTER ASSOCIATES, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Carter Associates, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Wesley S. Davis, Chairman

Approved by BCC _____

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

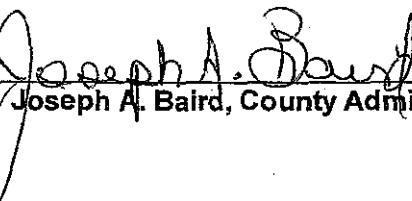

William G. Collins II, COUNTY Attorney
for

CARTER ASSOCIATES, INC.


(Signature)
DAVID E. LUETHJE
(Printed name and title)

Witnessed by: 


(Printed name)


Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN CREECH ENGINEERING, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Creech Engineering, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

CREECH ENGINEERING, INC.

Wesley S. Davis, Chairman


(Signature) Patrick B. Meeds, P.S.M.
V.P., Director of Surveys
(Printed name and title)

Approved by BCC _____

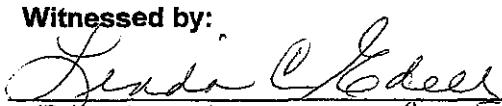
ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

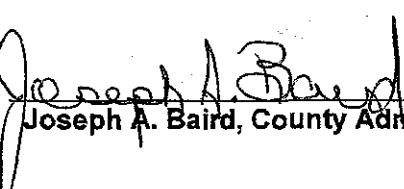
Deputy Clerk

Approved as to Form and Legal Sufficiency:


for William G. Collins II, COUNTY Attorney

Witnessed by:


(Printed name) Linda C. Edeel


for Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN KIMLEY-HORN & ASSOCIATES, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Kimley-Horn & Associates, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Wesley S. Davis, Chairman

Approved by BCC _____

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

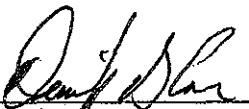
Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

for:

KIMLEY-HORN & ASSOCIATES, INC.


(Signature)

DERRICK B. CAVE, SR Vice President
(Printed name and title)

Witnessed by: 


(Printed name)


Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN MASTELLER, MOLER, REED & TAYLOR, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Masteller, Moler, Reed & Taylor, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Wesley S. Davis, Chairman

Approved by BCC _____

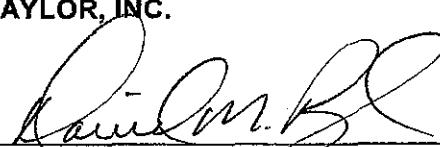
ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

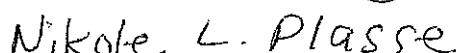

for: William G. Collins II, COUNTY Attorney

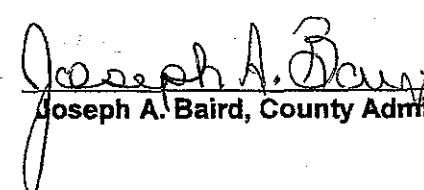
MASTELLER, MOLER, REED &
TAYLOR, INC.


(Signature)


(Printed name and title)

Witnessed by: 


(Printed name)


Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN MORGAN EKLUND, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Morgan Eklund, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Wesley S. Davis, Chairman

Approved by BCC _____

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

William G. Collins II, COUNTY Attorney

MORGAN EKLUND, INC.

(Signature)

(Printed name and title)

Witnessed by: Diane Inglis

Diane Inglis
(Printed name)

Joseph A. Baird
Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY
PUBLIC WORKS DEPARTMENT

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL LAND SURVEYING AND MAPPING/GIS SERVICES CONTRACT BETWEEN WOOLPERT, INC. AND INDIAN RIVER COUNTY, FLORIDA

This is an amendment to the existing Professional Services Agreement for Annual Land Surveying and Mapping/GIS Services (AGREEMENT) dated November 6, 2007 between Woolpert, Inc. (SURVEYOR) and Indian River County (COUNTY).

WHEREAS, the existing AGREEMENT between SURVEYOR and COUNTY provides for Work Orders to be issued for services, this AMENDMENT NO. 1 modifies that requirement so that a Purchase Order will be issued by the COUNTY and approved through the MUNIS system, for proposed services that total less than \$15,000.00. For proposed services \$15,000.00 and over, Work Orders shall be issued and approved by the Indian River County Board of County Commissioners.

This AMENDMENT NO. 1, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF the parties hereto have executed these presents this

____ day of _____, 2009.

OWNER
BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

Wesley S. Davis, Chairman

Approved by BCC _____

ATTEST:
Jeffrey K. Barton, Clerk of Circuit Court

Deputy Clerk

Approved as to Form and Legal Sufficiency:

for: William G. Collins II, COUNTY Attorney

WOOLPERT, INC.

R. R. Hudson
(Signature)

(Printed name and title)
RICHARD R. HUDSON
SENIOR ASSOCIATE

Witnessed by:

Thomas L. Smith
(Printed name)
THOMAS L. SMITH, JR.

Joseph A. Baird
Joseph A. Baird, County Administrator

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E. County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Change Order No. 1, Final Payment and Release of Retainage
1st Road (35th Avenue to 32nd Avenue)
10th Court (Oslo Road to 7th Street S.W.)
Project # 0522 & 0436 Bid Number 2008062

Date: March 19, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

The Board of County Commissioners awarded the bid for the above subject project to S.P.S Contracting, Inc. on August 19, 2008 in the amount of \$408,412.90. The project consisted of the paving of 10th Court between Oslo Road to 7th Street S.W. and 1st Road from 35th Avenue to 32nd Avenue. Improvements were also made to roadside swales, storm sewer pipe replacement, signing, pavement marking and utility adjustments.

The project is complete and Change Order No. 1 makes final adjustments to bid line items. The final project total cost is \$393,243.90. To date, SPS Contracting, Inc. has been paid \$360,714.33 with \$18,984.97 held in retainage. SPS Contracting, Inc. has submitted Payment Application No. 5 for final payment of \$13, 544.60 and release of retainage in the amount of \$18,984.97 for a total of \$32,529.57.

RECOMMENDATIONS AND FUNDING

Staff recommends approval of Final Pay Request and Release of Retainage in the amount of \$32,529.57. Funding for final payment of \$13,544.60 to come from Account No. 10921441-066510-08012 Secondary Roads Gas Tax Petition Paving and release of retainage from Account No. 109-206000-08012 in the amount of \$13,576.75 and from Account No. 109-206000-08013 in the amount of \$5,408.22.

Page TWO
BCC Agenda Item 1st Road/10th Court
March 19, 2009

ATTACHMENT

1. Pay Application No. 5 Final/Retainage
2. Description of Itemized Bid Schedule for Additional Work
3. Change Order #1

DISTRIBUTION

1. Jerry Davis, Manager, Purchasing Division
2. D.E. Howard, Jr., Construction Coordination Manager
3. SPS Contracting, Inc.

APPROVED AGENDA ITEM

FOR April 7, 2009

BY: Joseph A. Baird

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
Legal		3-26-09
Risk Management		
Utilities		
Public Works		3-26-09
Engineering		3-25-09

1st Road (35th Ave to 32nd Ave) and 10th Court (Oslo Road to 7th Street SW)

CHANGE ORDER No. 1

Description of
Itemized Changes

Item No.	Description of Change	Quantity	Unit	Unit Price	Price Increase	Price Decrease
10th Court Oslo Road to 7th Street SW - ITEMS						
DELETE						
110-7-1	Mailbox Replacement	11	EA	200.00		2,200.00
550-10-228	Relocate Exist. Chain Link Fence	200	LF	8.50		1,700.00
1643-700	Valve Box / Valve Pad Adjust or Move	6	EA	250.00		1,500.00
1644-800	Fire Hydrant Assembly Adjust	1	EA	950.00		950.00
IRCUD-1	Adjust Water Meter	12	EA	125.00		1,500.00
	Force Account	1	LS	20,000.00		20,000.00
ADD						
430-174-101	Pipe Culvert Conc. (RCP 15")	64	LF	27.50	1,760.00	
575-1-1	Sodding (Bahia)	617	SY	1.40	863.80	
A	Remove Re-lay Driveway Culverts	1	LS	2,200.00	2,200.00	
B	12" RCP Pipe	96	LF	41.00	3,936.00	
C	19" x 30" RCP Pipe	32	LF	61.75	1,976.00	
D	12" Mitered End Sections	6	EA	445.00	2,670.00	
E	Relocate Mail Boxes	11	EA	75.00	825.00	
F	Concrete Driveways 6" thick	1	LS	13,544.60	13,544.60	
	SUBTOTAL 10th Court Oslo Road to 7th Street SW				27,775.40	27,850.00
1st Road 35th Ave to 32nd Ave - ITEMS						
DELETE						
110-7-1	Mailbox Replacement	17	EA	200.00		3,400.00
1643-700	Valve Box / Valve Pad Adjust	1	EA	250.00		250.00
1644-800	Fire Hydrant Assembly Adjust	1	EA	950.00		950.00
IRCUD-1	Adjust Water Meter	15	EA	125.00		1,875.00
	Force Account	1	LS	15,000.00		15,000.00
ADD						
575-1-1	Sodding (Bahia)	4	SY	1.40	5.60	
G	Remove Re-lay Driveway Culverts	1	LS	5,100.00	5,100.00	
H	Relocate Mail Boxes	17	EA	75.00	1,275.00	
	SUBTOTAL 1st Road (32nd Ave to 35th Ave)				6,380.60	21,475.00
SUBTOTALS						
TOTAL CHANGE ORDER # 1						\$15,169.00
\$ 34,156.00						\$49,325.00

SECTION 00942 - Change Order Form

No. 1

DATE OF ISSUANCE: 03-19-09

EFFECTIVE DATE: 03-19-09

OWNER: Indian River County
CONTRACTOR SPS Contracting, Inc.
Contract:0436,0522

Project: 1st Road (35th Avenue to 32nd Avenue) and 10th Court (Oslo Road to 7th Street S.W.)

OWNER'S Contract No. 2007070

ENGINEER'S Contract No. N/A

ENGINEER: INDIAN RIVER COUNTY ENGINEERING DIVISION

You are directed to make the following changes in the Contract Documents:

Description: See attachments.

Reason for Change Order: The project is complete. This change order is intended to make final adjustments to bid line items and address miscellaneous work necessary to complete the work for final payment.

CHANGE IN CONTRACT PRICE:	
Description	Amount
Original Contract Price	\$408,412.90
Net Decrease of this Change Order:	<u>\$ 15,169.00</u>
Contract Price with all approved Change Orders:	<u>\$ 393,243.90</u>

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time:	(days or dates)
Substantial Completion:	150 1-25-09
Final Completion:	180 2-24-09
Net increase (decrease) this Change Order:	(days or dates)
Substantial Completion:	0 days
Final Completion:	0 days
Contract Time with all approved Change Orders:	(days or dates)
Substantial Completion:	150 1-25-09
Final Completion:	180 2-24-09

ACCEPTED:
By:
CONTRACTOR (Signature)
Date:

RECOMMENDED:
By:
ENGINEER (Signature)
Date:

APPROVED:
By:
OWNER (Signature)
Date:

S.P.S. CONTRACTING, INC.

DENNIS L. SMITH
STATE LICENSE NO. CG-C007541

March 19, 2009

Mr. Dee Howard
Indian River County
Department of Utility Services
1840 25th Street
Vero Beach, FL 32960

RE: SPS #812 IRC 1st Road and 10th Court
Change Order #2

Dear Mr. Howard:

Pursuant to our discussion regarding the December pay request # 4, we are revising our pay request as follows:

Deletions:

Credit Back Mailbox Replacements	11 EA @ \$200	(\$2,200.00)
----------------------------------	---------------	--------------

Additons - 10th Court:

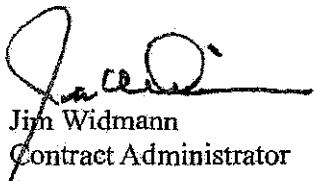
Relocate Mailboxes	11 EA @ \$75	\$825.00
--------------------	--------------	----------

Additions - 1st Road:

Relocate Mailboxes	17 EA @ \$75	<u>\$1,275.00</u>
--------------------	--------------	-------------------

NET CHANGE TO CONTRACT TOTAL: (\$100.00)

Tusting you find this in order,



Jim Widmann
Contract Administrator

JW/bf

9015 AMERICANA ROAD, SUITE 1 • VERO BEACH, FL • 32966
PHONE: 772/778-4878 • FAX: 772/778-2862



S.P.S. CONTRACTING, INC.

DENNIS L. SMITH
STATE LICENSE NO. CG-C007541

November 20, 2008

Mr. Dee Howard
Indian River County
Department of Utility Services
1840 25th Street
Vero Beach, FL 32960

RE: SPS #812 IRC 1st Road and 10th Court

Dear Mr. Howard:

Pursuant to our on-site meeting of Tuesday, October 28, 2008 relative to current and anticipated changes on the referenced project. In accordance with your request the following are the unit prices that will be applicable to the proposed plan changes.

10th Court:

Remove and re-lay driveway culverts 1 LS @	\$2,200.00
12" RCP 96 LF @ \$41.00/LF =	\$3,936.00
19" x 30" RCP 32 LF @ \$61.75/LF =	\$1,976.00
12" Mitered Ends 6 EA @ \$445.00 -	<u>\$2,670.00</u>
Subtotal 10th Court:	\$10,782.00

1st Road:

Remove and re-lay 17 (EA) existing driveway culverts 1 LS @	<u>\$5,100.00</u>
Subtotal 1st Road:	\$5,100.00

TOTAL: **\$15,882.00**

Asphalt millings can be supplied and spread for the unit cost of \$34.50 per Ton.

Trusting you find this in order,

Very truly yours,

Jim Widmann
Contract Administrator

JW/bf

9015 AMERICANA ROAD, SUITE 1 • VERO BEACH, FL • 32966
PHONE: 772/778-4878 • FAX: 772/778-2862

RECEIVED

DEC 03 2008

INDIAN RIVER COUNTY
ENGINEERING & PLANNING
REC'D BY: *[Signature]*

S.P.S. Contracting, Inc.

Invoice

9015 Americana Road, Suite 1
Vero Beach, FL 32966

Date	Invoice #
2/28/2009	90112M

Bill To
Purchasing Dept. 1800 27th Street Bldg. B Vero Beach, Fl. 32960 D. Howard

Project
Paving of 10th, Court and 1st. Road & Culvert repair SPS Job # 812 Concrete Driveways

P.O. Number	Terms		Due Date	Project
			2/28/2009	812 IRC 1st and 10th Court
Item Code	Description	Quantity	Rate	Amount
3 Miscellaneous Inc...	Driveway @ 725 10th Court	529	7.40	3,914.60
3 Miscellaneous Inc...	Driveway @ 755 10th. Court	655	6.00	3,930.00
3 Miscellaneous Inc...	Driveway @ 845 10th. Court	660	6.00	3,960.00
3 Miscellaneous Inc...	Driveway @ 1066 8th. Street	290	6.00	1,740.00

RECEIVED

MAR 06 2009

INDIAN RIVER COUNTY
ENGINEERING DIVISION

REC'D BY:

Total	\$13,544.60
Payments/Credits	\$0.00
Balance Due	\$13,544.60

--

SECTION 00622 - Contractor's Application for Final Payment

Application for Payment No. 5 FINAL
For Work Accomplished through the period of 12/1/2008 through 12/31/2008

To: Indian River County BOCC (OWNER)
From: SPS Contracting, Inc. (CONTRACTOR)
Contract: BID# 2008062 /SPS #812 UCP# 0522,0436
Project: 1ST ROAD FROM 35TH AVE TO 32ND AVE AND 10TH CT SW FROM OSLO ROAD TO 7TH ST SW

OWNER's Contract No. 2008062

ENGINEER's Contract No. _____

ENGINEER Christopher J. Kafer, JR., PE, County Engineer

(1) Attach detailed schedule and copies of all paid invoices.

1 Original Contract Price:	\$408,412.90
2 Net Change by Change Orders and Written Amendments (+ or -)	\$13,544.60
3 Current Contract Price (1 plus 2):	\$421,957.50
4 Total Completed to date:	\$393,243.90
5 Total Stored Materials to date:	\$0.00
6 Total Completed and Stored: (4 plus 5)	\$393,243.90
7 Less Retainage 0%	\$0.00
8 Total Earned less retainage: (6 plus 7)	\$393,243.90
9 Less Previous Pymt – Stored Materials	\$0.00
10 Less Previous Pymt – Contract	(360,714.33)
11 Due this Application (8 plus 9 plus 10):	\$32,529.57

CONTRACTOR'S CERTIFICATION:

I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material men and suppliers, except as noted below.

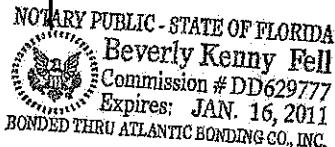
NONE

Dated 3/19/09

SPS CONTRACTING, INC.

(CONTRACTOR)

By: Linda



State of FLORIDA
County of INDIAN RIVER
Subscribed and sworn to before me this 19th
day of March 2009
Beverly Kenny Fell
Notary Public
My Commission expires: 01/16/2011

CERTIFICATION OF ARCHITECT OR CONSULTING ENGINEER (WHERE APPLICABLE):

I certify that I have checked and verify the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the Contractor.

Dated _____

(ARCHITECT / ENGINEER) SIGNATURE

CERTIFICATION OF ENGINEER / INSPECTOR:

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated _____

(ARCHITECT / ENGINEER) SIGNATURE

Accompanying Documentation: _____

*** * END OF SECTION * ***

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: INDIAN RIVER COUNTY BOCC
1800 27TH Street
Vero Beach, FL 32960

PROJECT:

INDIAN RIVER COUNTY
10TH COURT SW PAVING & DRAINAGE
1ST ROAD PAVING AND DRAINAGE

FROM CONTRACTOR: SPS CONTRACTING, INC.
9015 AMERICANA RD
VERO BEACH, FL 32966

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM.....

\$ 421,957.50

Net Change by Change Orders.....

\$ -

CONTRACT SUM TO DATE (Line 1 & 2).....

\$ 421,957.50

TOTAL COMPLETED TO DATE.....

\$ 393,243.90

(Column G on G703)

RETAINAGE:

a. 0 % of Completed Work

\$ -

(Columns D + E on G703)

b. 0 % of Stored Material

\$ -

(Column F on G703)

Total Retainage (Line 5a + 5b or

\$ -

Total in Column I of G703).....

TOTAL EARNED LESS RETAINAGE.....

\$ 393,243.90

(Line 4 less Line 5 Total)

LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate).....

\$ 360,714.34

CURRENT PAYMENT DUE.....

\$ 32,529.57

BALANCE TO FINISH, INCLUDING RETAINAGE

\$ 28,713.60

(Line 3 less Line 6)

AIA DOCUMENT G702 (Instructions on reverse side) PAGE 1 OF 3 PAGES

APPLICATION NO.:	#5 FINAL	Distribution to:
PERIOD TO:	12/31/2008	OWNER
PROJECT NO.:	812	ARCHITECT
		CONTRACTOR

CONTRACT DATE:

CONTRACTOR: SPS CONTRACTING INC.

By: 

Date: 3/19/2009

NOTARY PUBLIC - STATE OF FLORIDA
 Beverly Kenny Fell
 Commission # DD629777
 Expires: JAN. 16, 2011
 BONDED THRU ATLANTIC BONDING CO., INC.

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED..... \$ _____

ARTICHECT:

By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

CONTINUATION SHEET		AIA DOCUMENT G703 (INSTRUCTION ON REVERSE SIDE)				PAGE 1	OF	PAGES 2	
						APPLICATION NO:	#5 FINAL		
						APPLICATION DATE:	3/19/2009		
						PERIOD TO:	12/31/2008		
						ARCHITECT'S PROJECT NO:	812		
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	% (G/C)	RETAINAGE IF VARIABLE RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	10TH COURT SW PAVING AND DRAINAGE								
101-1	Mobilization	6,675.00	6,675.00	-	-	6,675.00	-	100.00%	-
102-1	Maintenance of Traffic	3,550.00	3,550.00	-	-	3,550.00	-	100.00%	-
103-1	Erosion & Water Pollution Control	3,795.00	3,795.00	-	-	3,795.00	-	100.00%	-
108-1	AS-Built Surveying	12,750.00	12,750.00	-	-	12,750.00	-	100.00%	-
108-2	N.P.D.E.S Permitting	1,500.00	1,500.00	-	-	1,500.00	-	100.00%	-
110-1-1	Clearing and Grubbing	1,900.00	1,900.00	-	-	1,900.00	-	100.00%	-
110-7-1	Mallbox Replacement (Furnish & Install)	2,200.00	-	-	-	-	2,200.00	0.00%	-
120-1	Excavation Regular	19,809.00	19,809.00	-	-	19,809.00	-	100.00%	-
120-6-1	Embankment	37.00	37.00	-	-	37.00	-	100.00%	-
	4" Cemented Coquina Shell Base								
334-1-113	Superpave Asphaltic Concrete - (Traffic C)(SP 4)	44,555.00	44,555.00	-	-	44,555.00	-	0.00%	-
430-34-021	Bltuminous Coated Corrugated Steel Pipe Culv	12,503.40	12,503.40	-	-	12,503.40	-	0.00%	-
430-174-101	Pipe Culvert Conc. (RCP 15")	880.00	2,640.00	-	-	2,640.00	(1,760.00)	-200.00%	-
430-582-223	Mitered End Section Conc. (RCP 15")	900.00	900.00	-	-	900.00	-	0.00%	-
522-1	Concrete Sidewalk (4" Thick)	7,956.00	7,956.00	-	-	7,956.00	-	0.00%	-
	Sodding (Bahia)								
	Sign,Single Post (30") (R 1-1 STOP)	1,725.00	1,725.00	-	-	1,725.00	-	100.00%	-
700-41-10	Double Post Sign, (T-Intersection)	465.00	465.00	-	-	465.00	-	100.00%	-
711-35-241	24" White (Thermoplastic)	720.00	720.00	-	-	720.00	-	100.00%	-
1643-700	Valve Box, Adjust or move	1,600.00	-	-	-	-	1,600.00	0.00%	-
1644-800	Fire Hydrant Assemly Adjust	950.00	-	-	-	-	950.00	0.00%	-
IRCUD-1	Adjust Water Meter	1,600.00	-	-	-	-	1,600.00	0.00%	-
800	Payment Bond	1,463.00	1,463.00	-	-	1,463.00	-	100.00%	-
801	Performance Bond	1,463.00	1,463.00	-	-	1,463.00	-	100.00%	-
CO #3	DRIVEWAYS 10TH CT								
0	725 10TH CT	3,914.60	-	3,914.60	-	3,914.60	-	100.00%	-
0	765 10TH CT	3,930.00	-	3,930.00	-	3,930.00	-	100.00%	-
0	845 10TH CT	3,960.00	-	3,960.00	-	3,960.00	-	100.00%	-
	SUBTOTAL:	229,341.45	210,570.65	13,544.60	-	224,115.25	5,226.20	97.72%	-
	FORCE ACCOUNT	20,000.00	11,607.00	-	-	11,607.00	8,393.00	58.04%	-
	TOTAL 10TH COURT SW	249,341.45	222,177.65	13,544.60	-	235,722.25	13,619.20	94.54%	-

AIA DOCUMENT G703 * CONTINUATION SHEET FOR G702 * 1992 EDITION * AIA * C1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1755 NEW YORK AVENUE, N.W. WASHINGTON, DC 20006-5292*

CONTINUATION SHEET

AIA DOCUMENT G703 (INSTRUCTION ON REVERSE SIDE)

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
CONTAINING CONTRACTORS SIGNED CERTIFICATION, IS ATTACHED.
IN TABULATION BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.
USE COLUMN 1 ON CONTRACTS WHERE VARIABLE FOR LINE ITEMS MAY APPLY.

APPLICATION NO:	
APPLICATION DATE:	3/19/2009
PERIOD TO:	12/31/2008
ARCHITECT'S PROJECT NO:	812

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	% (G/C)	RETAINAGE IF VARIABLE RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1ST ROAD PAVING AND DRAINAGE									
101-1	Mobilization	6,675.00	6,675.00	-	-	6,675.00	-	100.00%	-
102-1	Maintenance of Traffic	2,995.00	2,995.00	-	-	2,995.00	-	100.00%	-
103-1	Erosion & Water Pollution Control	2,990.00	2,990.00	-	-	2,990.00	-	100.00%	-
108-1	AS-Built Surveying	9,625.00	9,626.00	-	-	9,625.00	-	100.00%	-
110-1-1	Clearing and Grubbing	3,350.00	3,350.00	-	-	3,350.00	-	100.00%	-
110-7-1	Mailbox Replacement (Furnish & Install)	3,400.00	*	-	-	-	3,400.00	0.00%	-
120-1	Excavation Regular	13,581.00	13,581.00	-	-	13,581.00	-	100.00%	-
120-8-1	Embankment	7.00	7.00	-	-	7.00	-	100.00%	-
160-4-1	Type B Stabilization (12")	9,159.40	9,159.40	-	-	9,159.40	-	100.00%	-
285-706	8" Cemented Coquina Shell Base	42,080.85	42,080.85	-	-	42,080.85	-	100.00%	-
334-1-113	Superpave Asphaltic Concrete - (Traffic C) (SP-3)	31,074.50	31,074.50	-	-	31,074.50	-	100.00%	-
0	Concrete Jacket FDOT Index 280	600.00	600.00	-	-	600.00	-	100.00%	-
0	Concrete Pipe Culvert Class III 12" x 18"	4,024.80	4,024.80	-	-	4,024.80	-	100.00%	-
0	Bituminous Coated Corrugated Steel Pipe Culv	615.00	615.00	-	-	615.00	-	100.00%	-
0	Bituminous Coated Corrugated Steel Pipe Culv	12,366.90	12,366.90	-	-	12,366.90	-	100.00%	-
430-882-223	Mitered End Section Conc. (RCP 15")	1,350.00	1,350.00	-	-	1,350.00	-	100.00%	-
575-1-1	Sodding (Bahia)	5,731.60	5,737.20	-	-	5,737.20	(5.60)	100.10%	-
1643-700	Valve Box, Valve Pad Adjustment	250.00	-	-	-	-	250.00	0.00%	-
1644-800	Fire Hydrant Assembly Adjust	950.00	-	-	-	-	950.00	0.00%	-
0	Sign, Single Post (R-1-1 STOP) (with street sign)	1,150.00	1,150.00	-	-	1,150.00	-	100.00%	-
0	Sign, Double Post (T-Intersection) (W1-7)	468.00	468.00	-	-	468.00	-	100.00%	-
711-35-241	24" White (Thermoplastic)	600.00	600.00	-	-	600.00	-	100.00%	-
IRCUD-1	Adjust Water Meter	1,875.00	-	-	-	-	1,875.00	0.00%	-
800	Payment Bond	1,050.00	1,050.00	-	-	1,050.00	-	100.00%	-
801	Performance Bond	1,050.00	1,050.00	-	-	1,050.00	-	100.00%	-
SUBTOTAL:		167,616.05	161,148.65	-	-	161,148.65	6,469.40	95.90%	-
FORCE ACCOUNT		15,000.00	6,375.00	-	-	6,375.00	8,625.00	42.50%	-
TOTAL 1ST ROAD		172,616.05	167,521.65	-	-	167,521.65	15,094.40	91.25%	-
GRAND TOTAL:		421,957.50	379,699.30	13,644.60	-	393,243.90	26,713.60	93.20%	-

SUBCONTRACTORS PAY REQUEST

SUBCONTRACTOR:

SPS CONTRACTING INC
P.O. BOX 690115
VERO BEACH, FLA. 32969

PROJECT NAME:	INDIAN RIVER COUNTY	PAY REQUEST #	#5 FINAL
PROJECT #	812	DATE	3/19/2009
FDOT #		PERIOD BEGIN	12/1/2008
		PERIOD ENDING	12/31/2008

CONTRACT AMOUNT	\$	408,412.90
APPROVED CHANGE ORDERS	\$	13,544.60
TOTAL REVISED CONTRACT	\$	421,957.50

TOTAL COMPLETED TO DATE	\$	393,243.90
RETAINAGE	0%	\$ -
TOTAL EARNED LESS RETAINAGE	\$	393,243.90
LESS PREVIOUS PAY REQUEST	\$	360,714.33
CURRENT PAYMENT DUE	\$	32,529.57

SUBCONTRACTORS REQUEST FOR PAYMENT

PROJECT:	INDIAN RIVER COUNTY	ITEM #	SUB-CONTRACTOR, INC.	OWNER:	INDIAN RIVER COUNTY BOCC
			P.O. BOX 5000 Vero Beach, FL 32969		1600 27TH Street Vero Beach, FL 32969
PLEASE REMIT TO:		JOB #	812	PER. BEGIN	12/1/2008
		PER. END	12/31/2008	ESTIMATE #	RS FINAL

P.O. BOX 5000
VERO BEACH, FL 32969

JOB #	812
PER. BEGIN	12/1/2008
PER. END	12/31/2008
ESTIMATE #	RS FINAL

10TH COURT SW PAVING AND DRAINAGE

1ST ROAD PAVING AND DRAINAGE

ITEM #	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL	QUANTITIES		AMOUNTS	% COMP	BAL TO
						PREVIOUS	CURRENT			
101-1	Mobilization	1.00	LS	6,675.00	6,675.00	1.00	-	6,675.00	-	6,675.00
102-1	Maintenance of Traffic	1.00	LS	3,650.00	3,650.00	1.00	-	3,650.00	-	3,650.00
103-1	Erosion & Water Pollution Control	1.00	LS	3,785.00	3,785.00	1.00	-	3,785.00	-	3,785.00
104-1	AS-Bull Surveyor	1.00	LS	12,780.00	12,780.00	1.00	-	12,780.00	-	12,780.00
105-1	N.P.D. G. Painter	1.00	LS	1,600.00	1,600.00	1.00	-	1,600.00	-	1,600.00
106-1	Cleaning and Scrubbing	2.00	AC	1,900.00	1,900.00	2.00	-	1,900.00	-	1,900.00
111-1	Manhole Repairment [Furnish & Install]	1.00	EA	200.00	200.00	0.00	-	0.00	-	0.00
120-1	Excavation Repair	2,001.00	CY	1,600.00	2,001.00	-	-	19,809.00	-	19,809.00
120-2	Embankment	37.60	CY	1.00	37.60	-	-	37.60	-	37.60
160-1	Type B Stabilization (12")	8,397.00	SY	3.05	15,992.35	6,387.00	-	6,387.00	-	13,605.35
286-1	8" Chemically Coated Casing Steel Base	6,761.00	SY	10.70	61,942.70	-	-	61,942.70	-	61,942.70
334-1	Superiority Acoustic Concrete Traffic Clips 9.5ft(1/2")	4,680.00	SY	9.50	44,556.00	4,680.00	44,556.00	44,556.00	-	44,556.00
450-1	Bluemoose Coated Corrugated Steel Pipe (16 gauge) (12')	468.00	LF	27.50	12,602.40	468.00	12,602.40	12,602.40	-	12,602.40
450-2	Bluemoose Coated Corrugated Steel Pipe (16 gauge) (12')	32.00	LF	27.50	850.00	32.00	850.00	850.00	-	850.00
450-3	Altered Pipe Section Con. (RCP 15")	2.00	EA	450.00	900.00	2.00	-	900.00	-	900.00
922-1	Concrete Sidewalk (4' Thick)	36.60	SY	2,650.00	95,940.00	36.60	-	95,940.00	-	95,940.00
600-1	Rubber Bushing Chain Link Fence	200.00	LF	6.50	1,300.00	-	-	-	-	-
575-1	Soilting (Bath)	7,516.00	SY	1.00	10,664.0	8,163.00	3.00	11,428.00	-	11,428.00
700-1	Span Single Post (30") (R-1 STOP)	3.00	EA	675.00	2,025.00	3.00	-	1,725.00	-	1,725.00
700-4	Doubt Post Slim (17'-Intersections)	1.00	EA	465.00	465.00	1.00	-	465.00	-	465.00
711-1	24" White Thermoplastic	46.00	LF	16.00	720.00	46.00	720.00	720.00	-	720.00
161-3	Valve Box Adjust more	6.00	EA	200.00	1,200.00	-	-	-	-	-
162-4	Fire Hydrant Assembly Adjust	1.00	EA	950.00	950.00	-	-	-	-	-
162-5	Hydrant Valve Wiper	12.00	EA	160.00	1,920.00	-	-	-	-	-
160-1	Any Payment Bond	1.00	LS	1,483.00	1,483.00	1.00	-	1,483.00	-	1,483.00
CO #3	801 Performance Bond	1.00	LS	1,483.00	1,483.00	1.00	-	1,483.00	-	1,483.00
CO #3	DRIVEWAY 10TH CT	1.00	SF	740	3,914.00	-	-	3,914.00	-	3,914.00
775-1	775 10TH CT	520.00	SF	6.00	3,120.00	520.00	6.00	3,930.00	-	3,930.00
865-1	865 10TH CT	680.00	SF	6.00	4,080.00	680.00	6.00	4,660.00	-	4,660.00
1063-3	TH ST	280.00	SF	6.00	1,740.00	-	-	1,740.00	-	1,740.00
FORGE ACCOUNT		1.00	LS	22,344.45	-	-	-	21,670.45	13,644.60	22,116.25
1ST ROAD PAVING AND DRAINAGE		1.00	LS	20,600.00	20,600.00	0.50	-	0.50	11,907.00	0.50
101-1	Mobilization	1.00	LS	6,675.00	6,675.00	-	-	-	23,372.25	0.50
102-1	Maintenance of Traffic	1.00	LS	3,650.00	3,650.00	-	-	-	13,644.60	1.00
103-1	Erosion & Water Pollution Control	1.00	LS	3,785.00	3,785.00	-	-	-	23,372.25	1.00
104-1	AS-Bull Surveyor	1.00	LS	12,780.00	12,780.00	-	-	-	13,644.60	1.00
105-1	Floor Paint & Protection	1.00	LS	1,600.00	1,600.00	-	-	-	23,372.25	1.00
106-1	Chemists and Gruibing	17.00	EA	200.00	3,400.00	17.00	-	3,400.00	-	3,400.00
110-1	Manhole Repairment [Furnish & Install]	1.00	EA	1,600.00	1,600.00	-	-	-	3,400.00	-
111-1	Excavation Repair	1.00	EA	1,600.00	1,600.00	-	-	-	3,400.00	-
120-1	Embankment	7.60	CY	1.00	7,600.00	7.60	-	7,600.00	-	7,600.00
160-1	Type B Stabilization (12")	8,393.00	SY	10.95	81,659.40	4,468.00	4,468.00	81,659.40	8,163.00	81,659.40
285-1	Pre-Cemented Casing Steel Base	3,210.00	SY	9.40	30,740.00	3,210.00	3,210.00	31,050.00	3,210.00	31,050.00
286-1	Superiority Acoustic Concrete - Traffic Clips 9.5ft(1/2")	10.00	EA	600.00	6,000.00	10.00	-	6,000.00	-	6,000.00
291-1	Concrete Pipe Cover Caps 11 1/2" x 16"	10.00	LF	30.00	300.00	10.00	-	300.00	-	300.00
291-2	Concrete Pipe Cover Caps 11 1/2" x 13"	16.00	LF	4.00	64.00	16.00	-	64.00	-	64.00
291-3	Brinnable Coated Corrugated Sheet Pipe Cover 11 1/2" x 13"	463.00	LF	21.30	9,865.00	463.00	21.30	12,396.00	1.00	12,396.00
430-1	Millerco First Section Con. (RCP 15")	3.00	EA	1,350.00	3,000.00	3.00	-	3,000.00	-	3,000.00
430-2	Millerco First Section Con. (RCP 15")	4,094.00	SY	5.731.50	4,098.00	4,094.00	5,731.50	5,737.20	1.00	5,737.20
430-3	Scotting (Bath)	1.00	EA	250.00	250.00	-	-	-	-	250.00
164-3	Valve Box Valve Pad Adjustment	1.00	EA	950.00	950.00	-	-	-	-	950.00
164-4	Fire Hydrant Assembly Adjust	2.00	EA	1,500.00	3,000.00	2.00	-	1,500.00	-	1,500.00
165-1	Sign/Safe Post (1/4 STOP) (with street sign)	2.00	EA	1,500.00	3,000.00	2.00	-	1,500.00	-	1,500.00
711-1	Sign/Locate Post (1/4 STOP) (with street sign)	40.00	EA	4,650.00	186,000.00	40.00	-	4,650.00	-	4,650.00
711-2	24" White Thermoplastic	4.00	EA	1,600.00	6,400.00	4.00	-	6,400.00	-	6,400.00
711-3	Adjust. Valve Water Meter	15.00	EA	1,200.00	18,000.00	15.00	-	18,000.00	-	18,000.00
801	Payment Bond	1.00	LS	1,050.00	1,050.00	1.00	-	1,050.00	-	1,050.00
FORCE ACCOUNT	SUBTOTAL	1.00	LS	15,000.00	15,000.00	0.43	-	16,146.55	0.43	16,146.55
	TOTAL 1ST ROAD	1.00	LS	15,000.00	15,000.00	0.43	-	16,376.00	0.43	16,376.00
	GRAND TOTAL	-	-	172,395.00	172,395.00	-	-	172,395.00	0.33	172,395.00

ITEM #	10TH COURT SW PAVING AND DRAINAGE	QUANTITY	UNIT	PRICE	TOTAL	PREVIOUS	CURRENT	TOTAL	PREVIOUS	CURRENT	TO DATE	TO DATE	COMP
THE FOLLOWING IS A BREAKDOWN OF THE CHARGES FOR CHANGE ORDER #1 THAT HAVE BEEN CHARGED AGAINST THE FORCE ACCOUNT OF EACH PHASE: THE BALANCE OF EACH FORCE ACCOUNT IS SHOWN													
FORCE ACCOUNT BREAKDOWN													
10TH CT FORCE ACCOUNT													
CO 1	REMOVE RE-LAY DRIVEWAY CULVERTS	1.00	LS	2,200.00	2,200.00	1.00	-	1.00	2,200.00	-	2,200.00	1.00	-
	12" RCP	96.00	LF	41.00	3,926.00	96.00	-	96.00	3,926.00	-	3,926.00	1.00	-
	15" X 36" RCP	32.00	LF	61.76	1,976.00	32.00	-	32.00	1,976.00	-	1,976.00	1.00	-
	12" MITERED ENDS	8.00	EA	448.00	2,670.00	8.00	-	8.00	2,670.00	-	2,670.00	1.00	-
CO2	10TH CT RELOCATE MAILBOXES	11.00	EA	75.00	825.00	-	11.00	11.00	-	825.00	825.00	1.00	-
	TOTAL CO'S 10TH COURT:				11,607.00				10,782.00	825.00	11,607.00	1.00	-
	BALANCE 10TH CT FORCE ACCOUNT:				8,393.00				9,218.00	(825.00)	8,393.00	1.00	-
1ST RD FORCE ACCOUNT													
CO-1	REMOVE AND RE-LAY 17 EA EXISTING DRIVEWAY CULVERTS	1.00	LS	5,100.00	5,100.00	1.00	-	1.00	5,100.00	-	5,100.00	1.00	-
CO2	1ST RD RELOCATE MAILBOXES	17.00	EA	75.00	1,275.00	-	17.00	17.00	-	1,275.00	1,275.00	1.00	-
	TOTAL CO'S 1ST RD:				6,375.00				5,100.00	1,275.00	6,375.00	1.00	-
	BALANCE 1ST ROAD FORCE ACCOUNT:				8,625.00				9,300.00	(1,275.00)	8,625.00	1.00	-

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E. County Engineer

FROM: Michael D. Nixon, P.E., Roadway Production Manager

SUBJECT: Change Order No. 1 and Retainage Release for
Bid # 2008029 - Powerline Road – IRC Project No. 0217

Date: March 25, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

The Board of County Commissioners awarded the bid for the above subject project to J.W. Cheatham, L.L.C. on July 15, 2008 in the amount of \$648,869.41. The project consisted of paving an existing marl road approximately 2,685-LF from C.R. 510 north to the Sebastian City Limits with a southbound left turn lane at CR-510. Also included was the construction of drainage structures, pipes and rectifying a water main conflict.

Change Order No. 1 is to make final adjustments to bid line items decreasing the total contract price by \$32,443.70 for a total contract price of \$616,425.71. J.W. Cheatham, L.L.C. has completed the project and has requested release of retainage in the amount of \$30,821.30 (5% of \$616,425.71).

RECOMMENDATIONS AND FUNDING

Staff Recommends approval of Change Order No. 1 and release of retainage of \$30,821.30 (\$26,415.65 from Gas Tax, Secondary Roads, Powerline Road – Barber Street to CR510, Retainage Account Number 109-206001-02017 and \$4,405.65 from Water Main Conflict – Powerline Road, Retainage Account Number 471-206000-08516).

ATTACHMENT

1. Payment Application No. 9 for Release of Retainage
2. Description of Itemized Bid Schedule for Additional Work
3. Change Order No. 1

PAGE TWO

BCC Agenda Item from Michael D. Nixon, P.E.
For April 7, 2009

DISTRIBUTION

1. Jerry Davis, Manager, Purchasing Division
2. Eric W. Olson, Director of Utility Services
3. Michael Hotchkiss, P.E., Capital Projects Manager
4. Arjuna Weragoda, P.E., Project Engineer
5. D.E. Howard, Jr., Construction Coordination Manager
6. Donald Keith, Senior Engineering Inspector

Indian River County	Approved	Date
Administration		4/2/09
Budget		4/1/09
Legal		3-31-09
Risk Management		
Utilities		4/1/09
Public Works		3/30/09
Engineering		3-30-09

APPROVED AGENDA ITEM

FOR April 7, 2009

BY:

SECTION 00942 - Change Order Form

No. 1

DATE OF ISSUANCE: _____

EFFECTIVE DATE: _____

OWNER: Indian River County

CONTRACTOR: J.W. Cheatham, LLC.

Bid No: 2008029

Project: Powerline Road, North of C.R. 510 to the Sebastian City Limits

OWNER's Contract No. _____

ENGINEER's Contract No. N/A

ENGINEER: Indian River County, Engineering Division

You are directed to make the following changes in the Contract Documents, Plans and Specification:

Description: Release of the remaining 5.0 % retainage for final payment.

Reason for Change Order: The project is complete. This change order is intended to make final adjustments to the bid line items to complete the work for final payment.

- Attachments:**
1. Description of Itemized Bid Schedule for Additional Work.
 2. J.W. Cheatham, LLC. Final Certification of the Work dated
 3. J.W. Cheatham, LLC. Consent of Surety to Final Payment dated

CHANGE IN CONTRACT PRICE:	
Description	Amount
Original Contract Price	\$648,869.41
Net increase (decrease) of this Change Order:	\$(32,443.70)
Contract Price with all approved Change Orders:	\$616,425.71

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time:	(days or dates)
Substantial Completion:	<u>February 28, 2009</u>
Final Completion:	<u>March 15, 2009</u>
Net increase (decrease) this Change Order:	(days or dates)
Substantial Completion:	_____
Final Completion:	_____
Contract Time with all approved Change Orders:	(days or dates)
Substantial Completion:	<u>February 28, 2009</u>
Final Completion:	<u>March 15, 2009</u>

ACCEPTED:
By:
CONTRACTOR (Signature)
Date:

RECOMMENDED:
By:
ENGINEER (Signature)
Date:

APPROVED:
By:
OWNER (Signature)
Date:

Powerline Road
CHANGE ORDER No. 1
Description of
Itemized Changes

Item No.	Description of Change	Quantity	Unit	Unit Price	Price Increase	Price Decrease
Powerline Road						
DELETE						
110-5-1	PLUGGING 6" WATER WELL-ARTESIAN (The LS underrun is due to not finding any undiscovered wells on-site)	1.00	EA	\$5,200.00		5,200.00
110-7-1	MAIL BOX (Furnish & Install) (SINGLE) (The 5 EA underrun is due to salvaging and relocating existing mail boxes on-site)	5.00	EA	\$50.00		250.00
160-4-1	TYPE B STABILIZATION - 12" (SUBGRADE) (The 17 SY underrun was the result of actual field conditions)	17.00	SY	\$1.60		27.20
285-706	OPTIONAL BASE GROUP (GROUP 6) (The 340 SY underrun was the result of actual field conditions)	340.00	SY	\$10.45		3,553.00
334-1-113	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)(SP-12.5) (The 3 SY underrun was the result of actual field conditions)	3.00	SY	\$6.50		19.50
334-1-213	SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C)(SP-9.5) (The 3 SY underrun was the result of actual field conditions)	3.00	SY	\$4.50		13.50
430-172-103	CONCRETE PIPE CULVERT CLASS III - 42" (The 12 LF underrun was the result of actual materials utilized during construction)	12.00	LF	\$159.00		1,908.00
430-174-101	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (12") (The 3.42 LF underrun was due to salvaging existing drainage culvert on-site)	3.42	LF	\$42.00		143.98
570-1-A	HYDRO-SEED (The 10,625 SY underrun was the result of actual field conditions which did not warrant complete use of the line item)	10,625.00	SY	\$0.63		6,693.75
711-34	SKIP TRAFFIC STRIPE, THERMOPLASTIC (6" X 10' - 30') YELLOW ((INCLUDES STRIP)) (The 85 LF underrun was the result of actual field conditions which did not warrant complete use of the line item)	85.00	LF	\$0.69		58.65
711-35-61	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" WHITE) (The 242 LF underrun was the result of actual field conditions which did not warrant complete use of the line item)	242.00	LF	\$0.63		152.46
711-35-241	SOLID TRAFFIC STRIPE, THERMOPLASTIC (24" WHITE) (The 6 LF underrun was the result of actual field conditions which did not warrant complete use of the line item)	6.00	LF	\$3.00		18.00
711-36-61	SOLID TRAFFIC STRIPE, THERMOPLASTIC (6" YELLOW) DOUBLE (The 113 LF underrun was the result of actual field conditions which did not warrant complete use of the line item)	113.00	LF	\$1.17		132.21
	FORCE ACCOUNT (The partial use of this line item was the result of the need for an additional traffic sign not shown on the construction plans)	0.01	LS	\$30,000.00		29,730.00
ADD						
120-4	EXCAVATION SUBSOIL (The 791 CY overrun was due to additional unsuitable materials discovered during construction)	791.00	CY	\$2.80	2,214.80	
575-1-1	SODDING (BAHIA) (The 5,123 SY overrun was the result of actual field conditions which warranted the use of additional materials)	5,123.00	SY	\$1.55	7,940.65	
430-174-101A	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (15") (The 21 LF overrun was due to an itemized bid schedule quantity error)	21.00	LF	\$69.00	1,449.00	
430-174-101B	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (18") (The 28 LF overrun was due to an estimated plan quantity error)	28.00	LF	\$80.00	2,240.00	
706-3	REFLECTIVE PAVEMENT MARKER (BI-DIRECTIONAL AMBER/AMBER) (The 34 EA overrun was the result of actual field conditions which warranted the use of additional materials)	34.00	EA	\$4.40	149.60	
706-3-1	REFLECTIVE PAVEMENT MARKER (MONO-DIRECTIONAL WHITE/CLEAR) (The 5 EA overrun was the result of actual field conditions which warranted the use of additional materials)	5.00	EA	\$4.40	22.00	
711-35-121	SOLID TRAFFIC STRIPE, THERMOPLASTIC (18" YELLOW) (The 109 LF overrun was the result of actual field conditions which warranted the use of additional materials)	109.00	LF	\$2.50	272.50	
1643-700	VALVE BOX / VALVE PAD ADJUSTMENT (The 4 EA overrun was the result of additional valve boxes discovered on-site which warranted the use of additional materials)	4.00	EA	\$292.00	1,168.00	
SUBTOTALS					\$ 15,456.55	\$47,900.25
TOTAL CHANGE ORDER # 1 DECREASE					\$32,443.70	

J. W. CHEATHAM, LLC
7396 Westport Place
West Palm Bch., FL. 33413

Request For Payment

Requisition No. 9

Contract No. 080024
Invoice No. 90052
Invoice Date 3/17/09
Client No. 43340

To- INDIAN RIVER COUNTY
1801 27TH STREET
VERO BEACH, FL 32960

Project- POWERLINE RD.
PROJECT NO. 0217

For Period 3/01/09 To 3/15/09

This request for payment is for work performed on the above project

Original Contract Amount \$648,869.41

Approved Change Orders \$.00

Field Measurement \$15,456.55

Total Revised Contract \$664,325.96

Value of Work Performed To-Date \$616,425.71
(Per attached breakdown)

Value of Material Stored on Site \$.00

Total..... \$616,425.71

Less Retainage \$.00

Amount Earned To-Date \$616,425.71

Less Previous Requisitions \$585,604.41

Amount of This Requisition #9 \$30,821.30

ESTIMATE NO.9 3/17/09
 TO- INDIAN RIVER COUNTY
 1801 27TH STREET
 VERO BEACH, FL 32960

J. W. CHEATHAM, LLC
 7396 WESTPORT PLACE
 WEST PALM BCH., FL 33413

CONTRACT NO. 080024
 CLIENT NO. 43340
 INVOICE NO. 90052

PROJECT- POWERLINE RD.
 PROJECT NO. 0217

FOR PERIOD 3/01/09 TO 3/15/09
 PAGE- 1

ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL ESTIMATE			PERFORMED THIS PERIOD		COMPLETED TO-DATE		% COMP.	RETN PCT.	RETN AMT.	
		QUANTITY	U/M	UNIT COST	VAL U E	NO. OF UNITS	VAL U E	NO. OF UNITS	VAL U E			
A001	MOBILIZATION	1.000	LS	62000.0000	62000.00	.000	.00	1.000	62000.00	100.0%	.0	.00
A002	MAINTENANCE OF TRAFFIC	1.000	LS	6000.0000	6000.00	.000	.00	1.000	6000.00	100.0%	.0	.00
A003	EROSION & WATER POLLUTON CONTR	1.000	LS	6350.0000	6350.00	.000	.00	1.000	6350.00	100.0%	.0	.00
A004	AS BUILT DRAWINGS	1.000	LS	4300.0000	4300.00	.000	.00	1.000	4300.00	100.0%	.0	.00
A005	NPDES PERMITTING	1.000	LS	500.0000	500.00	.000	.00	1.000	500.00	100.0%	.0	.00
A006	CLEARING & GRUBBING	5.900	AC	3500.0000	20650.00	.000	.00	5.900	20650.00	100.0%	.0	.00
A007	PLUGGING 6" WATER WELL-ARTESIAN	1.000	EA	5200.0000	5200.00	.000	.00	.000	.00	%	.0	.00
A008	MAIL BOX (SINGLE) (FURNISH & INSTALL)	5.000	EA	50.0000	250.00	.000	.00	.000	.00	%	.0	.00
A009	EXCAVATION REGULAR	6178.000	CY	2.8000	17298.40	.000	.00	6178.000	17298.40	100.0%	.0	.00
A010	EXCAVATION SUBSOIL	867.000	CY	2.8000	2427.60	.000	.00	1658.000	4642.40	* 191.2%	.0	.00
A011	EMBANKMENT	1880.000	CY	2.8000	5264.00	.000	.00	1880.000	5264.00	100.0%	.0	.00
A012	TYPE B STABILIZATION 12" SUBGRADE	12865.000	SY	1.6000	20584.00	.000	.00	12848.000	20556.80	99.9%	.0	.00
A013	OPTIONAL BASE GROUP (GROUP 6)	11501.000	SY	10.4500	120185.45	.000	.00	11161.000	116632.45	97.0%	.0	.00
A014	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP 12.5) 1 1/2"	10569.000	SY	6.5000	68698.50	.000	.00	10566.000	68679.00	100.0%	.0	.00
A015	SUPERPAVE ASPHALTIC CONCRETE TRAFFIC C (SP 9.5) 1"	10569.000	SY	4.5000	47560.50	.000	.00	10566.000	47547.00	100.0%	.0	.00
A016	CONCRETE CLASS II (ENDWALLS)	23.000	CY	954.0000	21942.00	.000	.00	23.000	21942.00	100.0%	.0	.00
A017	REINFORCING STEEL (ENDWALLS)	1390.000	LB	1.1000	1529.00	.000	.00	1390.000	1529.00	100.0%	.0	.00
A018	DITCH BOTTOM INLET (TYPE E) (<10')	4.000	EA	2968.0000	11872.00	.000	.00	4.000	11872.00	100.0%	.0	.00
A019	CONCRETE PIPE CULVERT CLASS III 42"	104.000	LF	159.0000	16536.00	.000	.00	92.000	14628.00	88.5%	.0	.00
A020	CONCRETE PIPE CULVERT CLASS III 60"	96.000	LF	196.0000	18816.00	.000	.00	96.000	18816.00	100.0%	.0	.00

ESTIMATE NO.9 3/17/09

TO- INDIAN RIVER COUNTY
1801 27TH STREET
VERO BEACH, FL 32960J. W. CHEATHAM, LLC
7396 WESTPORT PLACE
WEST PALM BCH., FL 33413CONTRACT NO. 080024
CLIENT NO. 43340
INVOICE NO. 90052PROJECT- POWERLINE RD.
PROJECT NO. 0217FOR PERIOD 3/01/09 TO 3/15/09
PAGE- 2

ITEM NO.	DESCRIPTION OF ITEM	--- O R I G I N A L E S T I M A T E ---			PERFORMED THIS PERIOD ---			COMPLETED TO-DATE ---		RETN PCT.	RETN AMT.	
		QUANTITY	U/M	UNIT COST	VAL U E	NO. OF UNITS	VAL U E	NO. OF UNITS	VAL U E			
A021	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (12")	44.000	LF	42.0000	1848.00	.000	.00	40.572	1704.02	92.2%	.0	.00
A022	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (15")	127.000	LF	69.0000	8763.00	.000	.00	148.000	10212.00	* 116.5%	.0	.00
A023	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (18")	39.000	LF	80.0000	3120.00	.000	.00	67.000	5360.00	* 171.8%	.0	.00
A024	BITUMINOUS COATED CORRUGATED METAL PIPE CULVERT (24")	360.000	LF	85.0000	30600.00	.000	.00	360.000	30600.00	100.0%	.0	.00
A025	MITERED END SECTION (CONC) (42")	2.000	EA	3180.0000	6360.00	.000	.00	2.000	6360.00	100.0%	.0	.00
A026	HYDRO-SEED	13447.000	SY	.6300	8471.61	.000	.00	2822.000	1777.86	21.0%	.0	.00
A027	SODDING (BAHIA)	7055.000	SY	1.5500	10935.25	.000	.00	12178.000	18875.90	* 172.6%	.0	.00
A028	CABBAGE PALM TREE MITIGATION (8' HEIGHT EACH)	135.000	EA	138.0000	18630.00	.000	.00	135.000	18630.00	100.0%	.0	.00
A029	LIVE OAK TREE MITIGATION (4" CALIPER EACH)	25.000	EA	371.0000	9275.00	.000	.00	25.000	9275.00	100.0%	.0	.00
A030	SINGLE POST SIGNS (R1-1) STOP WITH STREET SIGN (D-3)	1.000	EA	461.0000	461.00	.000	.00	1.000	461.00	100.0%	.0	.00
A031	SINGLE POST SIGN (R2-1) 40 MPH	2.000	EA	276.0000	552.00	.000	.00	2.000	552.00	100.0%	.0	.00
A032	SIGN SINGLE (R2-1) 30 MPH	1.000	EA	276.0000	276.00	.000	.00	1.000	276.00	100.0%	.0	.00
A033	SIGN SINGLE (R2-5B) REDUCE SPEED AHEAD	1.000	EA	276.0000	276.00	.000	.00	1.000	276.00	100.0%	.0	.00
A034	SIGN SINGLE POST (CASE 1) DELINEATORS	3.000	EA	228.0000	684.00	.000	.00	3.000	684.00	100.0%	.0	.00
A035	REFLECTIVE PAVEMENT MARKER BI-DIRECTIONAL AMBER/AMBER	151.000	EA	4.4000	664.40	.000	.00	185.000	814.00	* 122.5%	.0	.00
A036	REFLECTIVE PAVEMENT MARKER MONO DIRECTIONAL WHITE/CLEAR	5.000	EA	4.4000	22.00	.000	.00	10.000	44.00	* 200.0%	.0	.00
A037	SKIP TRAFFIC STRIPE THERMO-PLASTIC 6"X10'-30' YELLOW	1035.000	LF	.6900	714.15	.000	.00	950.000	655.50	.91.8%	.0	.00

ESTIMATE NO. 9 3/17/09

TO- INDIAN RIVER COUNTY
1801 27TH STREET
VERO BEACH, FL 32960J. W. CHEATHAM, LLC
7396 WESTPORT PLACE
WEST PALM BCH., FL 33413CONTRACT NO. 080024
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PAGE- 3

ITEM NO.	DESCRIPTION OF ITEM	ORIGINAL ESTIMATE			PERFORMED THIS PERIOD		COMPLETED TO-DATE		% COMP.	RETN PCT.	RETN AMT.	
		QUANTITY	U/M	UNIT COST	NO. OF UNITS	VALUE	NO. OF UNITS	VALUE				
A038	SOLID TRAFFIC STRIPE THERMO-PLASTIC (6" WHITE)	6842.000	LF	.6300	4310.46	.000	.00	6600.000	4158.00	96.5%	.0	.00
A039	SOLID TRAFFIC STRIPE THERMO-PLASTIC (18" YELLOW)	102.000	LF	2.5000	255.00	.000	.00	211.000	527.50	* 206.9%	.0	.00
A040	SOLID TRAFFIC STRIPE THERMO-PLASTIC (24" WHITE)	34.000	LF	3.0000	102.00	.000	.00	28.000	84.00	82.4%	.0	.00
A041	SOLID TRAFFIC STRIPE THERMO-PLASTIC (6" YELLOW)DOUBLE	3227.000	LF	1.1700	3775.59	.000	.00	3114.000	3643.38	96.5%	.0	.00
A042	DIRECTIONAL ARROWS, THERMO WHITE	6.000	EA	59.0000	354.00	.000	.00	6.000	354.00	100.0%	.0	.00
A043	VALVE BOX/VALVE PAD ADJUSTMENT	4.000	EA	292.0000	1168.00	.000	.00	8.000	2336.00	* 200.0%	.0	.00
A044	16" DIP WATER MAIN FOR OFFSET UNDER 60" RCP CULVERT	40.000	LF	186.0000	7440.00	.000	.00	40.000	7440.00	100.0%	.0	.00
A045	45 DEG BENDS FOR OFFSET	4.000	EA	1272.0000	5088.00	.000	.00	4.000	5088.00	100.0%	.0	.00
A046	16" GV&B	2.000	EA	4770.0000	9540.00	.000	.00	2.000	9540.00	100.0%	.0	.00
A047	FITTINGS MISC.	.500	TN	10833.0000	5416.50	.000	.00	.500	5416.50	100.0%	.0	.00
A048	6" PVC WATER MAIN FOR FIRE HYDRANT INSTALL & RELOCATION	60.000	LF	20.0000	1200.00	.000	.00	60.000	1200.00	100.0%	.0	.00
A049	FIRE HYDRANT ASSEMBLY, RELOCATION W 6" GV&B	2.000	EA	3180.0000	6360.00	.000	.00	2.000	6360.00	100.0%	.0	.00
A050	16"X6" SERVICE TEE CUT IN PLACE ON EXIST 16" WM	2.000	EA	3074.0000	6148.00	.000	.00	2.000	6148.00	100.0%	.0	.00
A051	RELOCATE EXISTING FIRE HYDRANT OUT OF ROW LINE	1.000	EA	1696.0000	1696.00	.000	.00	1.000	1696.00	100.0%	.0	.00
A052	PAYMENT BOND	1.000	LS	3200.0000	3200.00	.000	.00	1.000	3200.00	100.0%	.0	.00
A053	PERFORMANCE BOND	1.000	LS	3200.0000	3200.00	.000	.00	1.000	3200.00	100.0%	.0	.00
	SUBTOTAL				618,869.41		.00		616,155.71		.00	
B001	FORCE ACCOUNT	1.000	LS	30000.0000	30000.00	.000	.00	.009	270.00	.9%	.0	.00
	SUBTOTAL				30,000.00		.00		270.00		.00	
					648,869.41		.00		616,425.71	92.8%	.00	

CONTRACTOR'S CERTIFICATION:

UNDER PENALTY OF PERJURY, the undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective and (4) If this Periodic Estimate is for a Final payment to project or improvement, I further certify that all persons doing work upon or furnishing materials or supplies for this project or improvement under this foregoing contract have been paid in full, and that all taxes imposed by No. 212 Florida Statutes, (Sales and Use Tax Act, as Amended) have been paid and discharged, and that I have no claims against the OWNER.

Dated 3/17/09

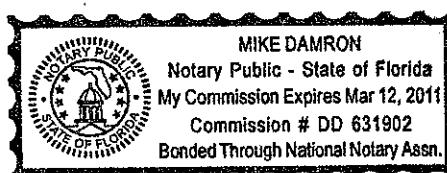
J.W. Cheatham, LLC

(CONTRACTOR)

S.M. Thomas,

By:

State of FL.
County of P.B.
Subscribed and sworn to before me this 17th
day of March 2009



CERTIFICATION OF ARCHITECT OR CONSULTING ENGINEER (WHERE APPLICABLE):

I certify that I have checked and verify the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the Contractor.

Dated _____

(ARCHITECT / ENGINEER) SIGNATURE

CERTIFICATION OF ENGINEER / INSPECTOR:

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated _____

(ARCHITECT / ENGINEER) SIGNATURE

Accompanying Documentation: _____

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
FROM: Christopher J. Kafer, Jr., P.E., County Engineer
SUBJECT: Professional Engineering Services Agreement,
CR 512 Corridor Improvements - IRC Project No. 9611
Addendum No. 15 (Masteller & Moler, Inc.)

DATE: March 20, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

Indian River County entered into a Professional Services Agreement with Masteller & Moler, Inc. on January 21, 1997 for design services for four-lane widening of CR 512 from I-95 to Roseland Road. Since that time there have been fourteen addendums to this agreement.

Attached please find Addendum No. 15 from Masteller & Moler, Inc. County Staff has requested design revisions to the CR 512 Phase IV Construction Plans between 108th Avenue and 107th Court to match the configuration of driveways for the proposed RaceTrac Gas Station as designed by Creech Engineers.

The additional lump sum cost for these services by Masteller & Moler, Inc. is \$6,650.00 and will be reimbursed to the County by RaceTrac Petroleum, Inc. per the Developer's Agreement.

RECOMMENDATIONS AND FUNDING

Staff recommends approval of Addendum No. 15 for \$6,650.00. Funding will be reimbursed by RaceTrac Petroleum per Developer's Agreement and available from A/C 10215141-066510-00005.

ATTACHMENTS

Amendment No. 15 to the Professional Engineering Services Agreement (IRC #9611)

DISTRIBUTION

Michael D. Nixon, P.E., Roadway Production Manager
Masteller & Moler, Inc.

APPROVED AGENDA ITEM

FOR April 7, 2009

BY *Joseph A. Baird*

Indian River County	Approved	Date
Administration	<i>(Signature)</i>	4/2/09
Budget	<i>(Signature)</i>	4/1/09
Legal	<i>(Signature)</i>	3-25-09
Risk Management		
Public Works	<i>(Signature)</i>	3/23/09
Engineering	<i>(Signature)</i>	3-20-09

ADDENDUM #15 TO CONTRACT DATED JANUARY 21, 1997 BETWEEN INDIAN RIVER COUNTY AND MASTELLER & MOLER, INC. FOR CR 512 PAVING & DRAINAGE IMPROVEMENTS

**INDIAN RIVER COUNTY PROJECT #9611
COUNTY ROUTE 512 CORRIDOR IMPROVEMENTS
ROSELAND ROAD TO I-95
INDIAN RIVER COUNTY, FL**

As result of discussion Indian River County Staff regarding the construction of Phase IV of the CR-512 Roadway Improvements, it has been noted that work not included in the original contract or subsequent addendums must be performed in order to ensure a successful project. County Staff has requested revisions to the CR-512 Phase IV Construction Plans between 108th Avenue 107th Court to match the location and configuration of the driveway for the proposed RaceTrac Gas Station as designed by Creech Engineers.

It is understood that the proposed improvements to support the RaceTrac Gas Station will be constructed by the County's Contractor under a developer's agreement.

In order that the project design may be modified, we will perform the following Additional Services:

Construction Plans Modification

Using an electronic (AutoCAD format) copy of the Creech Construction Plans, we will modify the design of CR-512 Phase IV to move the 107th Court driveway turnout to the east and illustrate an east-bound right-turn lane between 108th Avenue and 107th Court. We will adjust the location of the proposed water main stub-out at 107th Court to align with the proposed driveway. The modifications will require revisions to the Plan & Profile, Cross-Sections, Utilities, and Striping & Signage sheets.

As part of this addendum we will also prepare an opinion of probable cost (OPC) for the additional construction for the County's use in the Developer's Agreement. The OPC will be based on unit costs included in the Contractor's Phase IV bid.

The scope of services described above assumes that the configuration and location of the RaceTrac driveway (107th Court) provided by Creech is acceptable to the County.

Permitting is not anticipated and not included as part of this Addendum.

Creech shall provide the RaceTrac Construction plans in AutoCAD format.

Project Schedule

Upon receipt of the Creech plans and the County's Notice to Proceed, the project will be performed to the following schedule:

- 90% Plans Submittal: Within 30 days of receipt;
- 100% Plans Submittal: Within 30 days of receipt of County comment on the 90% submittal.

Deliverables

The following deliverables will be provided:

- 90% Plans Submittal
 - One (1) Set of Plans (Hardcopy – Plan & Profile, Utility, and Striping & Signage sheets Only)
- 100% Plans Submittal
 - One (1) Set of Construction Plans (Hardcopy, signed and sealed)
 - Electronic Copy of the Construction Plans (pdf format)

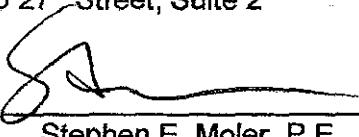
The 90% submittal is intended to allow County Staff the opportunity to comment on the design modifications. We will address Staff comments and finalize the plans for the 100% submittal.

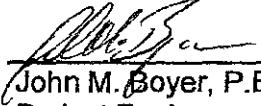
We propose to perform the Scope of Services for the following fees:

Construction Plans Modification:	\$ 6,650.00
----------------------------------	-------------

IN WITNESS WHEREOF the parties herefo have executed these presents this _____ day of _____, 2009.

MASTELLER & MOLER, INC.
1655 27th Street, Suite 2

By: 
Stephen E. Moler, P.E.
Vice President

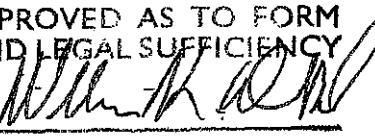
Attest: 
John M. Boyer, P.E.
Project Engineer

INDIAN RIVER COUNTY COMMISSION
Indian River County, Florida

By: _____
Wesley S. Davis
Chairman

Attest: _____
Jeffrey K. Barton
Clerk of Court

SEM/Jmb/cab
File #9649ALV
(9649 Addendum 15_08-1105.doc)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
WILLIAM K. DEBRAAL
DEPUTY COUNTY ATTORNEY

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INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator
THROUGH: James W. Davis, P.E., Public Works Director
AND
Christopher J. Kafer, Jr., P.E., County Engineer
FROM: Michael O'Brien, P.S.M., C.F.M., County Surveyor
SUBJECT: Work Order No. 10, (Engineering/Surveying)
Masteller, Moler, Reed and Taylor, Inc.
66th Avenue Road-Way Improvements Project Right-of-Way Acquisition.
Boundary Surveys - Final Pay & Release of Retainage

DATE: March 25, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On January 6, 2009, the Board of County Commissioners approved Work Order No. 10 with Masteller, Moler, Reed and Taylor, Inc. for four (4) full and complete Boundary and Improvement surveys for parcels along the 66th Avenue Roadway Improvements Project for a lump sum fee of \$17,000.00.

Masteller, Moler, Reed & Taylor, Inc. has been paid \$14,917.50 to date, with \$1,232.50 held in retainage. The surveys have been completed and Masteller, Moler, Reed & Taylor, Inc. has submitted Invoice No. 2739-7790, dated 03/24/09 in the amount of \$2,082.50, for final payment of \$850.00 and release of retainage of \$1,232.50. Payment of Invoice No. 2379-7790 will total payments to Masteller, Moler, Reed & Taylor, Inc. for Work Order No. 10 in the amount of \$17,000.00.

RECOMMENDATION AND FUNDING

Staff recommends payment of Masteller, Moler, Reed & Taylor, Inc. Invoice No. 2739-7790, dated 03/24/09 for final pay and release of retainage for Work Order No. 10.

Funding for final payment of \$850.00 is budgeted and available in Traffic Impact Fees – District 2, 66th Avenue/SR 60 to 59th Street Account No. 10215241-066120-06040. Funding in the amount of \$1,232.50 is being released from the retainage account of Masteller, Moler, Reed & Taylor, Inc. for the 66th Avenue/SR60 to 59th Street Account No. 102-206000-06040.

ATTACHMENTS

Masteller, Moler, Reed and Taylor, Inc. Invoice No. 2739-7790, dated 03/24/09

DISTRIBUTION

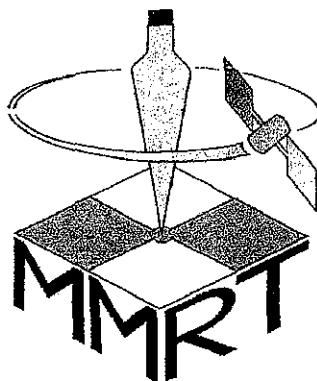
Masteller, Moler, Reed and Taylor, Inc.
Michael Nixon, P.E., Roadway Production Manager
Arjuna Weragoda, P.E., Project Engineer
Land Acquisition Department
David Silon, P.S.M., Assistant County Surveyor

APPROVED AGENDA ITEM

FOR April 7, 2009

BY *Joseph A. Baird*

Indian River County	Approved	Date
Administration	<i>JAB</i>	4/2/09
Budget	<i>MMR</i>	3/31/09
Legal	<i>WKR</i>	3-26-09
Risk Management	<i>JAB</i>	3/26/09
Public Works	<i>JAB</i>	3/26/09
Engineering	<i>CJ</i>	3-24-09



Masteller, Moler, Reed & Taylor, Inc.

1655 27th Street, Suite 2
Vero Beach, FL 32960
Phone: 772-564-8050
Fax: 772-794-0647
e-mail: mmrpsm@bellsouth.net

Invoice

To: Indian River County
Mr. Michael O'Brien
1801 27th Street
Vero Beach, FL 32960

RECEIVED

Invoice #: 2739-7790
Date: 3/24/2009
Project ID: 6336
Terms: Net 30 Days

MAR 24 2009

INDIAN RIVER COUNTY
ENGINEERING DIVISION

REC'D BY:

Job Description:

Professional Surveying services rendered to perform boundary surveys for the 66th Avenue Right-of-Way Acquisition project per Indian River County Work Order #10E under Continuing Services Contract #0725.

Contract Amount \$17,000.00 @ 100% Complete.....	\$17,000.00
(Less Previous Invoice @ 95% Complete).....	<u>(\$16,150.00)</u>

APPROVED BY THE INDIAN RIVER

COUNTY SURVEYOR Retainage held to date.....

\$ 850.00

\$ 1,232.50

DATE: 3/25/09

INITIAL: MOB

OK 100% FINAL & REL. RETAINAGE

Total Amount Due.....\$2,082.50

(IRC WO#10E)

- Make Checks Payable to Masteller, Moler, Reed & Taylor, Inc. -

Please remit a copy of this invoice with your payment.

Thank You!

Please Note: No final documents or drawings will be released without payment in full. All payments are due upon receipt.

All accounts past 30 days will be subject to 2% monthly interest and a \$25 administrative service fee will also be charged for each monthly Statement of Account issued after the work is completed or suspended by either party.

Accounts past 45 days will be subject to lien, unless other arrangements were made at time Contract was signed.
(See Contract Standard Conditions)



8R

INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator *JAB*

THROUGH: James W. Davis, P.E., Public Works Director *JWD*
AND Christopher J. Kafer, Jr., P.E., County Engineer *CKJ*

FROM: Michael O'Brien, P.S.M., C.F.M., County Surveyor *MOB*

SUBJECT: Florida Department of Emergency Management (FDEM)
Aerial Photographs and Lidar Mapping Project – Woolpert, Inc.
Final Pay and Release of Retainage

DATE: March 23, 2009

CONSENT AGENDA

DESCRIPTION AND CONDITIONS

On July 10, 2007, the Board of County Commissioners approved participation for the FDEM Aerial Photograph and Lidar Mapping Project with Woolpert, Inc. for a total cost not to exceed \$170,000.00.

Woolpert, Inc. has completed the project and has submitted Invoice No. 2009001348 dated February 26, 2009 in the amount of \$119,109.83 for release of retainage and final payment. They were previously paid \$45,010.17, bringing the total amount for this project to \$164,120.00.

RECOMMENDATION AND FUNDING

Staff recommends payment of Invoice No. 2009001348, dated February 26, 2009. Funds for this project are budgeted and available in the following accounts:

GIS Retainage Aerial-Lidar Mapping Project \$10,897.82 – Account No. 505-206000-08011
GIS Aerial – Lidar Mapping Project \$108,212.01 – Account No. 50510319-033490-08011

ATTACHMENTS

Woolpert, Inc. Invoice No. 2009001348, dated February 26, 2009

DISTRIBUTION

Woolpert, Inc.
David Silon, P.S.M., C.F.M., Assistant County Surveyor

APPROVED AGENDA ITEM

FOR April 7, 2009

BY *Joseph A. Baird*

Indian River County	Approved	Date
Administration	<i>MOB</i>	4/2/09
Budget	<i>CKJ</i>	3/31/09
Legal	<i>WKS</i>	3-26-09
Risk Management		
Public Works	<i>JWD</i>	3/26/09
Engineering	<i>CKJ</i>	3-25-09

Jill Williams

From: Ruth Bommarito
Sent: Wednesday, March 25, 2009 10:42 AM
To: Jill Williams
Subject: RE: Agenda Item Help

Hi Jill,

I think your agenda item looks fine – you've told them how much the total project cost- -the only thing I would take out is the last line "leaving a balance of \$878.07". It's confusing – and too much information.

Hope this helps!

Ruth Bommarito
Budget Analyst
Indian River County
772-226-1663
rbommarito@ircgov.com

From: Jill Williams
Sent: Monday, March 23, 2009 4:59 PM
To: Ruth Bommarito
Subject: Agenda Item Help

Hey Ruthie,

I need help - again.

We did an agenda item back on July 10, 2007 for Woolpert, Inc. for some kind of Aerial-Lidar Mapping for a fee not to exceed \$170,000.00.

In April of 2008, we paid \$45,010.17 (A/C 50510319-033490-08011) and withheld \$5,001.13 in retainage (A/C 505-206000-08011).

Now, comes the trickier part.

We accrued a bill from Woolpert for \$58,966.90 - accruing retainage of \$5,896.69 in A/C 505-206000-08011 and the balance of \$53,070.21 in A/C 50510319-033490-08011.

We were told not to pay that bill, that Woolpert would invoice us for the full balance in February.

Now I have the bill. It's for \$119,109.83.

I'm writing my agenda item, and what I can't figure out is how to not get bogged down in details about accruals and accrued retainage, and real retainage. So - I've written something up. Would you take a look at it - or let Jason take a look at it please? Pretty please?

Let me know if I need all the dirty details of the accrual, not paying that invoice, etc. or if what I have written will work - with some major tweakage.

Thank you so much for a) reading this LONG email and b) for helping me.

Jill M. Williams, Staff Assistant III
Indian River County Engineering
1801 27th Street
Vero Beach, FL 32960
Phone (772) 226-1380
Fax (772) 778-9391



Michael O'Brien
County Surveyor
Indian River County
1840 25th Street
Vero Beach, FL 32960

INDIAN RIVER COUNTY PUBLIC WORKS		
DIRECTOR	APPROVED	DATE
CIV. HEAD		
P.O. #		
ACCT. #	50510319-033490-08011	

ch per Will Rule, GIS Dept, 3/23/09

Invoice Remittance Address:
WOOLPERT, INC.
P.O. Box 641996
Cincinnati, OH 45264-1996

TERMS: 40 DAYS

Task Order No.: Indian River County Privity Agreement
Contract No.: 07-HS-34-14-00-22-469

February 26, 2009
Project No.: 66517
Invoice No.: 2009001348

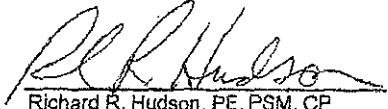
Improving the Accuracy and Resolution of FDEM Orthophotos for Indian River County, and for
Additional LiDAR, Breaklines, DTM, Contours, and Orthophotos for Portions of the Indian River County
Professional Services from April 10, 2008 to February 20, 2009

FINAL INVOICE PLUS RETAINAGE

	Total Task Fee	Percent Complete	Total Amount Earned	Less 10 Percent Retainage	Total Amount Invoiced to Date	Less Previous Amount Invoiced	TOTAL AMOUNT DUE THIS PERIOD	Retainage Held to Date	Total Fee Remaining to be Invoiced
<i>Upgrade Ortho Specifications for FDEM-Mapped Area to 0.5-foot Resolution</i>									
3. Aerial Imagery Acquisition	\$4,379.00	100%	\$4,379.00	\$0.00	\$4,379.00	\$3,941.10	\$437.90	\$0.00	\$0.00
5. Aerial Triangulation	\$2,265.00	100%	\$2,265.00	\$0.00	\$2,265.00	\$0.00	\$2,265.00	\$0.00	\$0.00
6. Orthophoto Rectification	\$2,265.00	100%	\$2,265.00	\$0.00	\$2,265.00	\$0.00	\$2,265.00	\$0.00	\$0.00
<i>LiDAR/breaklines/DTM/contours and 0.5-foot orthophoto resolution for Buy-Up Area</i>									
1. Project Planning/Management/QA	\$13,167.00	100%	\$13,167.00	\$0.00	\$13,167.00	\$3,556.09	\$9,611.91	\$0.00	\$0.00
2. Control Survey	\$10,108.00	100%	\$10,108.00	\$0.00	\$10,108.00	\$8,187.48	\$1,920.52	\$0.00	\$0.00
3. Aerial Imagery Acquisition	\$11,704.00	100%	\$11,704.00	\$0.00	\$11,704.00	\$10,533.60	\$1,170.40	\$0.00	\$0.00
4. LiDAR Data Acquisition	\$20,881.00	100%	\$20,881.00	\$0.00	\$20,881.00	\$18,792.90	\$2,088.10	\$0.00	\$0.00
5. Aerial Triangulation	\$1,995.00	100%	\$1,995.00	\$0.00	\$1,995.00	\$0.00	\$1,995.00	\$0.00	\$0.00
6. Orthophoto Rectification	\$9,310.00	100%	\$9,310.00	\$0.00	\$9,310.00	\$0.00	\$9,310.00	\$0.00	\$0.00
7. LiDAR/DTM Processing	\$17,157.00	100%	\$17,157.00	\$0.00	\$17,157.00	\$0.00	\$17,157.00	\$0.00	\$0.00
8. Breakline Data Compilation	\$59,185.00	100%	\$59,185.00	\$0.00	\$59,185.00	\$0.00	\$59,185.00	\$0.00	\$0.00
9. Final DTM/LAS Deliverables	\$1,197.00	100%	\$1,197.00	\$0.00	\$1,197.00	\$0.00	\$1,197.00	\$0.00	\$0.00
10. Contour Deliverables	\$8,911.00	100%	\$8,911.00	\$0.00	\$8,911.00	\$0.00	\$8,911.00	\$0.00	\$0.00
11. Reports - MTS and Metadata	\$1,596.00	100%	\$1,596.00	\$0.00	\$1,596.00	\$0.00	\$1,596.00	\$0.00	\$0.00
TOTALS	\$164,120.00	100%	\$164,120.00	\$0.00	\$164,120.00	\$45,010.17	\$119,109.83	\$0.00	\$0.00

TOTAL DUE THIS INVOICE \$119,109.83

If you have any questions regarding this invoice, please contact Rex Cowden or Molly Lickert at 407.381.2192
APPROVED BY THE INDIAN RIVER


Richard R. Hudson, PE, PSM, CP
Woolpert Project Manager

COUNTY SURVEYOR
DATE: 3/23/09
INITIAL: MCO

March 20, 2009



3504 Lake Lynda Drive, Suite 400
Orlando, Florida 32817-1484
407-381-2192
Fax: 407.384.1185
www.woolpert.com

Michael O'Brien
County Surveyor
Indian River County
1840 25th Street
Vero Beach, FL 32960

Dear Michael:

The following is the project status of the Indian River Buy-up Contract in conjunction with the Florida Division of Emergency Management Project:

A. WORK ACCOMPLISHED

1. Project Planning/Management/QA

Status of Work Phase: 100 percent complete.

Weekly conference calls were held with Jones Edmunds and Associates (JEA) and the Florida Division of Emergency Management (FDEM) to monitor the progress of the overall project and buy-up projects, and to address any issues.

2. Control Survey

Status of Work Phase: 100 percent complete.

3. Aerial Imagery Acquisition

Status of Work Phase: 100 percent complete

4. LiDAR Data Acquisition

Status of Work Phase: 100 percent complete.

5. Aerial Triangulation

Status of Work Phase: 100 percent complete.

6. Orthophoto Rectification

Status of Work Phase: 100 percent complete.

Orthophoto rectification, mosaicking, and final color balancing have been completed for all of the natural color and color infrared imagery. GeoTIFF and MrSID-compressed imagery has been delivered for 100 percent of the imagery. A CUTLINE shapefile was delivered illustrating the dates of photography for all flights.

Michael O'Brien
March 20, 2009
Page 2

7. LiDAR/DTM Processing

Status of Work Phase: 100 percent complete.

All LiDAR/DTM processing and final adjustments were completed. This data was used as the surface model for the orthorectification of the natural color and color infrared imagery. After the preliminary natural color orthophoto imagery was completed, the LiDAR/ortho stereo models were created for breakline collection.

8. Breakline Data Compilation

Status of Work Phase: 100 percent complete.

Breakline collection has been completed for the FDEM and buy-up project areas.

9. Final DTM/LAS Deliverables

Status of Work Phase: 100 percent complete.

After JEA's review of the DTM/LAS submittal, Woolpert incorporated review comments and resubmitted the final data to JEA and Indian River County on December 24, 2008. Woolpert resubmitted the LAS 1.1 files during January and February to account for the Flight Line Number information not being associated with the LiDAR points.

10. Contour Deliverables

Status of Work Phase: 100 percent complete.

Contours were delivered to JEA and Indian River County on December 24, 2008. However, the elevation values were not properly attached to the 2-foot contour data set. Woolpert revised the 2-foot contours and submitted them to JEA for review. JEA approved the contours, and Woolpert resubmitted the 2-foot contour feature class to Indian River County today, March 20. This should complete delivery of the contour data set.

11. Reports - MTS and Metadata

Status of Work Phase: 100 percent complete.

Metadata and the MTS Report of Topographic Survey accompanied the final delivery on December 24.

Michael O'Brien
March 20, 2009
Page 3

B. WORK TO BE ACCOMPLISHED THIS MONTH

All tasks for the project are complete.

C. MEETINGS

There were no formal project meetings held during the period for the Indian River County Buy-up Project.

D. INVOICE STATUS

Attached is the final invoice covering the balance of the fee, plus retainage. We greatly appreciate the opportunity to work with you on this project and look forward to any opportunities in the future.

If you have any questions about this progress report or any other matters, or if any questions come up about the deliverables, please feel free to call me at 251.928.6128 (office) or 305.775.6567 (cell).

Sincerely,

WOOLPERT, INC.

Richard R. Hudson

Richard R. Hudson, PE, PSM, CP
Project Manager

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: James W. Davis, P.E. Public Works Director

FROM: Christopher J. Kafer, Jr., P.E., County Engineer

SUBJECT: The Enclave
Bid Number 2009019
Change Order No. 1

Date: March 24, 2009

DESCRIPTION AND CONDITIONS

On December 16, 2008, the Indian River County Board of County Commissioners awarded Bid No. 2009019 to Sheltra & Son Construction Co., Inc. in the amount of \$72,498.20, for a project consisting of the completion of the remaining improvements in The Enclave Subdivision. These improvements include, but are not necessarily limited to, utilities, paving, drainage, grading, landscaping and irrigation work

Additional work has been requested to remove an identified defective portion of the existing base material, replace the base, compact and grade a portion of the road.

These changes will add 30 days to the current completion date in the contract.

RECOMMENDATIONS AND FUNDING

Staff recommends approval of Change Order #1 increasing the contract amount by \$16,375.00 to a total contract price of \$88,873.20.

Funding for this Change Order No. 1 is budgeted and available from The Enclave (San Messina) Developer's Escrow Account No. 11128841-033491-88005. The Letter of Credit pulled for The Enclave for required improvements totaled \$136,958.12 and currently, there is \$119,751.47 remaining in the account, with \$76,392.50 encumbered for contract agreements.

ATTACHMENT

1. Section 00942 Change Order Form #1, Sheltra & Son Construction Co., Inc.
2. Sheltra & Son Construction Company, Inc. Proposal dated March 23, 2009
3. Schulke, Bittle and Stoddard, L.L.C. Request for Change Order dated March 11, 2009

DISTRIBUTION

1. James W. Davis, P.E., Public Works Director
2. Christopher J. Kafer, Jr., P.E., County Engineer
3. David A. Hays, P.E., C.F.M., Land Development Manager
4. Jack Jolly, P.E. Senior Civil Engineer
5. Dan Wittenberg, Engineering Inspection Supervisor
6. Schulke, Bittle and Stoddard, L.L.C.

APPROVED AGENDA ITEM

FOR APRIL 7, 2009

BY: Joseph A. Baud

Indian River County	Approved	Date
Administration		4/2/09
Budget		3/31/09
Legal		3-30-09
Purchasing		
Public Works		3/27/09
Engineering		3-27-09

SECTION 00942 - Change Order Form

No. 1

DATE OF ISSUANCE: 03-24-09

EFFECTIVE DATE: _____

OWNER: Indian River CountyAGENT: Sheltra & Son Construction Co., Inc.

Contract:

Project: The Enclave SubdivisionOWNER's Contract No.: 0816

ENGINEER's Contract No.: 08-056

ENGINEER: Schulke, Bittle and Stoddard, L.L.C.

You are directed to make the following changes in the Contract Documents:

Description: See Exhibit A

Attachments: Description of Itemized Bid Schedule Changes.

Exhibit A – Remove the existing rock base, replace with new rock base, compact and grade a portion of the road.

CHANGE IN CONTRACT PRICE:	
Description	Amount
Original Contract Price	\$72,498.20
Net increase of this Change Order:	\$16,375.00
Contract Price with all approved Change Orders:	\$88,873.20

CHANGE IN CONTRACT TIMES	
Description	Time
Original Contract Time:	(days or dates)
Substantial Completion:	(90) May 10, 2009
Final Completion:	(120) June 10, 2009
Net increase this Change Order:	(days)
Substantial Completion:	(30)
Final Completion:	(30)
Contract Time with all approved Change Orders:	(days or dates)
Substantial Completion:	(120) June 10, 2009
Final Completion:	(150) July 11, 2009

ACCEPTED:
By:
CONTRACTOR (Signature)
Date:

RECOMMENDED:
By:
ENGINEER (Signature)
Date:

APPROVED:
By:
OWNER (Signature)
Date:

JOSEPH W. SCHULKE, P.E.
JODAH B. BITTLE, P.E.
WILLIAM P. STODDARD, Ph.D., P.E.

SCHULKE, BITTLE & STODDARD, L.L.C.

CIVIL & STRUCTURAL ENGINEERING • LAND PLANNING • ENVIRONMENTAL PERMITTING

RECEIVED

March 13, 2009

Jack Jolly
Engineering Department
Indian River County
1801 27th Street
Vero Beach, FL 32960

MAR 13 2009
INDIAN RIVER COUNTY
ENGINEERING DIVISION
REC'D BY:

Re: Enclave Subdivision

Dear Mr. Jolly,

Our inspectors met with Mr. Wittenberg on Monday afternoon at his request to view the condition of the road base in the cul-de-sac of the Enclave Subdivision after it had been swept by the contractor. We found a number of areas where rock on the surface appears to be separating from the rock base below and hollow areas have formed. Based on this inspection we feel that the most appropriate long term solution is to remove the existing rock base, replace the rock, compact, grade and resurface. There may be other alternatives but we believe the same problem of the moving and cracking of the asphalt will again occur at some point in the future since the cul-de-sac is constantly subject to the turning motions of all vehicular traffic.

Therefore it is our recommendation that the base rock be removed, ensure the subgrade meets density, replace the base rock with proper density, re-grade and re-asphalt the cul-de-sac.

If you have any questions please do not hesitate to give me a call.

Sincerely,

Jodah B. Bittle, P.E.

Cc: Dan Wittenberg

EXHIBIT A

SHELTRA & SON CONST CO, INC.

P.O. BOX 336, INDIANTOWN, FLORIDA 34956
PHONE 772-597-3180
FAX 772-597-4213

March 23, 2009

Proposal for Indian River County
Attn: Mr. Daniel Wittenburg
Public Works
Engineering Division
Land Development

The Enclave Subdivision
Project No. 0816

Additional Items for changes to the cul-de-sac area

Note: Requires a time extension of 30 days for additional work and delays.

Sincerely,

Accepted,

John L. Pluswick
Project Manager
Sheltra & Son Construction Co., Inc.

CONSENT AGENDA

**INDIAN RIVER COUNTY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

DATE: March 30, 2009

TO: BOARD OF COUNTY COMMISSIONERS

THROUGH: Joseph A. Baird, County Administrator
Thomas Frame, General Services, Director *thomas J.*
James W. Davis, P.E., Public Works Director *J.W. Davis*

FROM: Jerry Davis, Purchasing Manager *Jerry Davis*

PREPARED BY: Maeghan McLaughlin, Staff Assistant, Purchasing Division

SUBJECT: Approval of Bid Award for IRC Bid No. 2009035
Demolition of Three (3) Structures

BACKGROUND:

The Public Works Department has requested the solicitation of competitive sealed bids for the demolition of three (3) Indian River County owned structures. These properties were purchased for future roadway expansion projects.

1. Owner: Indian River County, Public Works Land Acquisition Property
Address: 5925 85th Street, Vero Beach, FL
Parcel No.: 31-39-32-00000-1000-00006.0
2. Owner: Indian River County, Public Works Land Acquisition Property
Address: 6478 85th Street, Vero Beach, FL
Parcel No.: 31-39-29-00000-5000-00083.1
3. Owner: Indian River County, Public Works Land Acquisition Property
Address: 5800 23rd Street, Vero Beach, FL
Parcel No.: 33-39-05-00004-0020-00001.1

BID RESULTS:

Bid Opening Date:	February 25, 2009 at 2:00 pm
Advertising Date:	February 4, 2009
DemandStar Broadcast to:	Five Hundred Thirty Six (536) Vendors
Specifications Requested by:	Sixty Two (62) Vendors
Replies:	Twenty Four (24) Vendors

CONSENT AGENDA

BID TABULATION:

Bidder	Location	Total Bid Price
Frank-lin Excavating, Inc.	Melbourne, FL	\$ 8,775.00
LGT Enterprises, LLC	Melbourne, FL	\$ 9,144.00
DJP General Contracting Services, Inc.	Fort Pierce, FL	\$ 9,465.00
Cross Environmental Services, Inc.	Crystal Springs, FL	\$13,140.00
Paw Materials, Inc. **	Bayonet, FL	\$13,430.00
Henry Fischer & Sons Leasing, Inc.	Sebastian, FL	\$14,733.14
Bremar Construction, LLC	Jensen Beach, FL	\$14,900.00
SRD Construction & Development Corp.	Winter Haven, FL	\$15,268.00
Cross Construction Services, Inc.	Lutz, FL	\$15,380.00
Andrew Thomas Construction, Inc.	Fort Pierce, FL	\$15,500.00
John O'Connell, Inc. ***	Fort Pierce, FL	<i>DISQUALIFIED - NO ADDENDUM</i>
Special Forces	Stuart, FL	\$16,739.70
Samsula Waste, Inc. ****	New Smyrna Beach, FL	\$17,700.00
Harry's Haul, LLC	Orlando, FL	\$19,595.00
LEB Demolition & Consulting Contractors, Inc. *****	Jensen Beach, FL	\$20,400.00
The BG Group	Boca Raton, FL	\$23,440.00
Parent Construction, Inc.	Vero Beach, FL	\$25,242.50
Ross Construction & Builders, Inc. *****	Vero Beach, FL	<i>DISQUALIFIED - NO ADDENDUM</i>
Redmarq Construction Services	Jacksonville, FL	\$32,000.00
Santa Cruz Construction, Inc.	Merritt Island, FL	\$36,999.00
Ocean Crown Environmental, Inc.	Miami, FL	\$39,900.00
T T C Environmental, Inc.	Miami Gardens, FL	\$41,000.00
Rare Earth Sciences, Inc. d/b/a HAS Engineers & Scientists *****	Tampa, FL	\$46,305.00
Midwestern Construction, Inc.	Palm Bay, FL	\$96,000.00

* LGT Enterprises, LLC - No asbestos survey/abatement costs included in price.

** Paw Materials, Inc. - No asbestos survey/abatement costs included in price.

*** John O'Connell, Inc. - DISQUALIFIED - NO ADDENDUM

**** Samsula Waste, Inc. - No asbestos survey/abatement included.

***** LEB Demolition & Consulting Contractors, Inc. - Add \$3,000.00 for asbestos removal.

***** Ross Construction & Builders, Inc. - DISQUALIFIED -NO ADDENDUM

***** Rare Earth Sciences, Inc. d/b/a HSA Engineers & Scientists - Price does not include asbestos removal.

ESTIMATED COST: **\$ 15,000.00 (\$5,000.00 per Structure)**

TOTAL AMOUNT OF BID: **\$ 9,144.00**

SOURCE OF FUNDS: **10215141-066120-05023
Right of Way-CR 510/61st-Shore fund**

Budgeted funding in the amount of \$9,144.00 for the Demolition of Three County Owned Structures is budgeted and available in the Right of Way-CR 510/61st-Shore fund.

CONSENT AGENDA

RECOMMENDATION:

Staff recommends that the bid be awarded to LGT Enterprises, LLC in the amount of \$9,144.00 as the lowest most responsive and responsible bidder, meeting the specifications as set forth in the Invitation to Bid. The low bidder, Frank-Lin Excavating, Inc. is not licensed in Indian River County.

Staff further requests that the Board of County Commissioners approve the issuance of a purchase order after receipt of the appropriate certificate of insurance.

ATTACHMENTS:

Department Recommendation
Bid Tabulation
Bid Form

APPROVED AGENDA ITEM

BY: Joseph A. Baird
Joseph A. Baird, County Administrator

FOR: April 7, 2009

Indian River Co	Approved	Date
Admin	✓	4-2-09
Legal	✓	4-1-09
Budget	✓	4-1-09
Department	✓	3/31/09
Risk Manager		

INDIAN RIVER COUNTY RECEIVED
PUBLIC WORKS DEPARTMENT INDIAN RIVER COUNTY
INTER-DEPARTMENT MEMORANDUM PURCHASING DIVISION
2009 MAR 30 A 8:23

TO: Jerry Davis, Purchasing Manager

FROM: James W. Davis, P.E., Public Works Director 

SUBJECT: IRC Bid No. 2009035, Demolition of (3) Condemned Structures

DATE: March 27, 2009

Reviewing the bids received on this opening, I recommend we accept the bid of LGT Enterprises, LLC of Melbourne, FL in the amount of \$9,144.00 as the lowest qualified bidder to meet our specifications. LGT Enterprises, LLC is the second lowest bidder. The lowest bidder, Frank-lin Excavating, Inc. is not licensed in Indian River County.

Bid # 2009035

Bid: Demolition of Three (3) Condemned Structures

Indian River County Purchasing Division
 1800 27th Street, Vero Beach, FL 32960
 (772) 567-8000 ext. 1416

Witness: Maeghan McLaughlin

Bid Opening Date: 02/25/2009

Time: 2:00 pm

BID TABULATION SHEET

Witness: Ralph Buron

Bidder Name	Bid Form	Addendum No. 1	Unit Prices	Completion Time	Disclosure	5925 85th Street	6478 85th Street	5800 23rd Street	Total Bid Price
Franklin Excavating, Inc. Melbourne, FL	X	X	X	10 days	X	\$1,650.00	\$3,950.00	\$3,175.00	\$8,775.00
LGT Enterprises, LLC * Melbourne, FL	X	X	X	60 days	No	\$1,300.00	\$4,399.00	\$3,445.00	\$9,144.00
DJP General Contracting Services, Inc. Fort Pierce, FL	X	X	X	20 days	X	\$2,225.00	\$4,245.00	\$2,995.00	\$9,465.00
Cross Environmental Services, Inc. Crystal Springs, FL	X	X	X	30 days	X	\$2,750.00	\$5,595.00	\$4,795.00	\$13,140.00
Paw Materials, Inc. ** Bayonet, FL	X	X	X	21 days	X	\$1,710.00	\$6,750.00	\$4,970.00	\$13,430.00
Henry Fischer & Sons Leasing, Inc. Sebastian, FL	X	X	X	30 days	X	\$2,650.00	\$8,200.00	\$3,883.14	\$14,733.14
Bremar Construction, LLC Jensen Beach, FL	X	X	X	30 days	X	\$1,600.00	\$6,500.00	\$6,800.00	\$14,900.00
SRD Construction & Development Corp. Winter Haven FL	X	X	X	30 days	X	\$3,175.00	\$6,919.00	\$5,174.00	\$15,268.00
Cross Construction Services, Inc. Lutz, FL	X	X	X	15 days	X	\$2,990.00	\$6,715.00	\$5,675.00	\$15,380.00
Andrew Thomas Construction, Inc. Fort Pierce, FL	X	X	X	60 days	X	\$3,000.00	\$6,250.00	\$6,250.00	\$15,500.00
John O'Connell, Inc. *** DISQUALIFIED Fort Pierce, FL	X	NO	X	30 days	X	\$2,450.00	\$9,760.00	\$4,300.00	\$16,510.00
Special Forces Stuart, FL	X	X	X	46 days	X	\$3,154.00	\$8,671.70	\$4,914.00	\$16,739.70
Samsula Waste, Inc. **** New Smyrna Beach, FL	X	X	X	30 days	X	\$3,250.00	\$7,700.00	\$6,750.00	\$17,700.00
Harry's Haul, LLC Orlando, FL	X	X	X	5 days	X	\$4,525.00	\$8,250.00	\$6,820.00	\$19,595.00
LEB Demolition & Consulting Contractors, Inc. ***** Jensen Beach, FL	X	X	X	30 days	X	\$3,000.00	\$7,600.00 BASE add \$3,000.00 min removal	\$6,800.00	\$20,400.00
The BG Group Boca Raton, FL	X	X	X	10 days	X	\$9,100.00	\$7,170.00	\$7,170.00	\$23,440.00
Parent Construction, Inc. Vero Beach, FL	X	X	X	30 days	X	\$7,607.25	\$10,258.00	\$7,377.25	\$25,242.50
Ross Construction & Builders, Inc. ***** DISQUALIFIED Vero Beach, FL	X	NO	X	45 days	X	\$7,020.00	\$9,420.00	\$8,820.00	\$25,260.00
Redmar Construction Services Jacksonville, FL	X	X	X	60 days	X	\$5,000.00	\$18,000.00	\$9,000.00	\$32,000.00
Santa Cruz Construction, Inc. Merritt Island, FL	X	X	X	45 days	X	\$9,987.00	\$13,987.00	\$13,025.00	\$36,999.00
Ocean Crown Environmental, Inc. Miami, FL	X	X	X	18 days	X	\$18,500.00	\$14,900.00	\$6,500.00	\$39,900.00
TTC Environmental, Inc. Miami Gardens, FL	X	X	X	30 days	X	\$6,000.00	\$20,000.00	\$15,000.00	\$41,000.00
Rare Earth Sciences, Inc. d/b/a HSA Engineers & Scientists ***** Tampa, FL	X	X	X	7 days	X	\$8,557.00	\$20,040.00	\$17,708.00	\$46,305.00
Midwestern Construction, Inc. Palm Bay, FL	X	X	X	60 days	X	\$22,000.00	\$49,000.00	\$25,000.00	\$96,000.00

COMMENTS:

* LGT Enterprises, LLC - No asbestos survey/abatement costs included in price.

** Paw Materials, Inc. - No asbestos survey/abatement costs included in price.

*** John O'Connell, Inc. - DISQUALIFIED - NO ADDENDUM

**** Samsula Waste, Inc. - No asbestos survey/abatement included.

***** LEB Demolition & Consulting Contractors, Inc. - Add \$3,000.00 for asbestos removal.

***** Ross Construction & Builders, Inc. - DISQUALIFIED - NO ADDENDUM

***** Rare Earth Sciences, Inc. d/b/a HSA Engineers & Scientists - Price does not include asbestos removal.

Indian River County
Purchasing Division
1800 27th Street
Vero Beach, FL 32960



Bid Form

Specifications for: Demolition of Three (3) County Owned Structures

Bid #: 2009035

Bid Opening Date / Time: February 25, 2009 at 2:00 P.M.

Bid Opening Location: Purchasing Division
1800 27th Street
Vero Beach, FL 32960

In accordance with all terms, conditions, specifications, and requirements, the bidder offers the following: Note: This bid will be awarded to one Contractor. Indian River County reserves the right to remove any of the listed structures from the award.

1. Property #1: 5925 85th Street, Vero Beach, Fl \$ 1300.00
2. Property #2: 6478 85th Street, Sebastian, Fl \$ 4349.00
3. Property #3: 5800 23rd Street, Vero Beach, Fl \$ 3445.00

Total Bid Price \$ 9,144.00 In Numbers Nine Thousand One Hundred Forty-Four In Words Dollars

Demolition completion time after receipt of "Notice to Proceed" or PO. 60 /DAYS

Please submit one (1) original and one (1) copy of your bid.

The undersigns hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: U&J ENTERPRISES LLC

Company Address: 3200 County Club Rd

City, State MELBOURNE, FL Zip Code 32901

Telephone: 321 725 8356 Fax: 321 725 2881

E-mail: LJUDE@CFN.RC.COM

Business Tax Number: _____ FEIN Number: 20 0723363

Authorized Signature: Lynne J. Thompson Date: 2/9/08

Name: Lynne J. Thompson Title: owner
(Type / Printed)

PROCLAMATION

HONORING GEORGE CREASER ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF GENERAL SERVICES

WHEREAS, George Creaser is retiring from Indian River County effective March 31, 2009, and

WHEREAS, George Creaser began his career as a Tradesworker with Indian River County on January 8, 1988 with the Facilities Management Division, and.

WHEREAS, George Creaser has served this County with his quality workmanship of custom casework and cabinetry and by applying his knowledge and experience in solving the needs of many individuals. George consistently produced an economical solution in whatever project he was assigned, and no assignment was ever left without proper planning or foresight. His mastery of his trade will leave a significant void in the division, and his talents will be missed by all, and

WHEREAS, George Creaser has always shown a willingness to assist fellow employees with any task regardless of which trade was needed and proved this when he was instrumental in the division's hurricane recovery efforts of 2004 by performing any assignment with a spirit of dedication and selflessness.

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds George's efforts on behalf of the County, and the Board wishes to express their appreciation for the dedicated service he has given to Indian River County for the last twenty one years; and

BE IT FURTHER PROCLAIMED that the Board of County Commissioners and staff extend their heartfelt wishes for success in his future endeavors.

Adopted this 7th day of April 2009.



BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA



Wesley S. Davis, Chairman

This is to certify that

George Creaser

is hereby presented this

Retirement Award

for outstanding performance and

faithful service to

*Indian River County
Board of County Commissioners*

For Twenty One years of service

On this 31st day of March 2009

Thomas W. Frame Wesley S. Davis

Thomas W. Frame
Director of General Services

Wesley S. Davis
Board of County Commissioner, Chairman

Sheriff



DERYL LOAR • INDIAN RIVER COUNTY

MEMBER FLORIDA SHERIFFS' ASSOCIATION
MEMBER OF NATIONAL SHERIFFS' ASSOCIATION

9A

4055 41st AVENUE

VERO BEACH, FLORIDA 32960-1802

PHONE (772) 569-6700

March 27, 2009

Mr. Joseph A. Baird, County Administrator
Indian River County
1801 27th Street
Vero Beach, FL 32960

RE: Request for Agenda – 2009 Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Dear Mr. Baird:

The filling deadline for the 2009 Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation is May 18, 2009. In order to meet the special requirements of this grant, Indian River County Sheriff's Office must present a proposed spending plan to the Board of County Commissioners 30 days prior to applying and allow for Public Input should anyone request to speak. Please allow this letter to serve as a request to be added to the Constitutional Officers and Governmental Agencies portion of the April 14, 2009 meeting of the Board of County Commissioners.

As permitted under JAG – “funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice...” The JAG grant in the amount of \$132,883.00, with no match required, has been allotted to the County. The Sheriff's Office is requesting \$100,076.00 of these funds to be used to purchase needed equipment for the Information Technology Unit, SWAT and the Multi Agency Criminal Enforcement Unit (see attached budget for complete breakdown of items).

Thank you for your assistance in this matter. If you have any questions, please contact Kim Poole, Planner, at 978-6214.

Sincerely,

A handwritten signature in black ink, appearing to read "DBL".

Deryl B. Loar, Sheriff

DBL/kmp

Attachment



Indian River County Sheriff's Office
Through a federal grant made to:

Indian River County
for
Local Law Enforcement

Proposed spending plan: Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG)
Formula Program: Local Solicitation

The Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation allows for spending in the following area:

Purpose Areas: JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice.

~~~~~

In accordance with the above purpose area, the Indian River County Sheriff's Office proposes to utilize \$100,076.00 of the \$132,883.00 allocation to the County to purchase much needed equipment for the agency.

2007 JAG Grant Award = \$132,883.00

Match = None Required

Total Program Money = \$132,883.00

The Indian River County Sheriff's Office will purchase the following items:

**Information Technology – Mobile Replacement Servers \$19,000.00**

This request is to replace two servers that provide the Sheriff's Office New World Mobile function. This includes field reporting, CAD, and FCIC/NCIC access for all mobile units. The existing servers are over four years old. The cost includes on-site support from New World to complete the install.

2      Mobile Replacement Servers

**Information Technology – Backup Tape Library \$14,200.00**

The Sheriff's Office current backup device is using an older scsi technology that forces the tape drives within the device to share the bandwidth, causing the backup to take longer to run. The current backup of the agency's data takes almost 20 hours to run. This new backup device uses newer technology and will run backups in 1/3 of the time. It also utilized tape that hold twice as much data, so fewer are needed to complete the backup. This device is also expandable in the future to hold 48 tapes, compared to our existing backup device which only holds 24.

1      PowerVault TL4000 with two drives

**SWAT – Night Observation System \$34,876.00**

The SWAT Team requests the following items to outfit four members on the team for observational purposes (currently none are available):

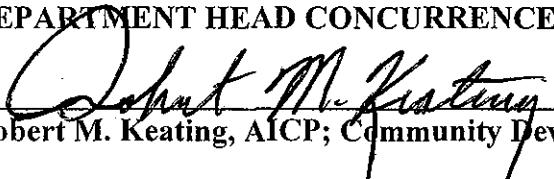
- 4 L-3 EOS M2124 (AV/PVS-24) CNVD In-line Night Vision Devices
  - 4 Mounting Systems
- Shipping and Insurance

**Multi Agency Criminal Enforcement Unit – Telecommunications Intelligence and Analysis Software \$32,000.00**

The MACE Unit has requested the following to assist in their fight against Narcotics, Organized Crime, Racketeering and other Criminal Enterprises.

- 4 User Licenses      Pen-Link 8.1 Network Software which includes their User Intercept Edition with GIS Mapping Software

## INDIAN RIVER COUNTY, FLORIDA

**M E M O R A N D U M****TO:** Joseph A. Baird, County Administrator**DEPARTMENT HEAD CONCURRENCE**  
Robert M. Keating, AICP; Community Development Director**THROUGH:** Sasan Rohani, AICP; Chief, Long-Range Planning *S.R.***FROM:** Steven Deardeuff; Senior Planner, Long-Range Planning *SD***DATE:** March 2, 2009**RE:** County Initiated Request to Amend the text of the Comprehensive Plan's Future Land Use Element and the Coastal Management Element to Change the Definition of the Coastal High Hazard Area; Amend the Coastal High Hazard Area Map, Figure 9.24 of the Coastal Management Element; Amend the Coastal High Hazard Area Map, Figure 2.29 of the Future Land Use Element; and Amend the Future Land Use Map by Depicting the Revised Coastal High Hazard Line (CPTA 2008070046-62333).

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of April 7, 2009.

**DESCRIPTION AND CONDITIONS**

This is a county initiated request to amend the text of the Comprehensive Plan's Future Land Use Element and the text of the Coastal Management Element by revising the definition of the Coastal High Hazard Area (CHHA), by updating the Coastal High Hazard Area Map as depicted on Figure 9.24 of the Coastal Management Element (CME) and Figure 2.29 of the Future Land Use Element (FLUE), and by depicting the CHHA on the Future Land Use Map. The purpose of this proposal is to update the county CHHA to conform to the state definition of the CHHA. Section 163.31 78(9)(c), Florida Statutes, requires local governments in coastal areas to amend their comprehensive plans to include the revised coastal high hazard area definition specified in the statute and to amend their future land use maps to depict the coastal high hazard area.

## **Comprehensive Plan Amendment and Rezoning Review Procedures**

Although the number of plan amendments that a local government may consider is not limited, state law regulates the frequency with which local governments may amend their comprehensive plans. According to Florida Statutes, plan amendments are limited to twice per calendar year. For that reason, the County accepts general plan amendment applications only during the “window” months of January and July. In this case, the subject application was the only plan amendment submitted during the July 2008 window.

The procedures for reviewing comprehensive plan amendments involve several steps. First, the Planning and Zoning Commission, as the Local Planning Agency, conducts a public hearing to review the request. The Commission has the option to recommend approval or denial of the Comprehensive Plan amendment request to the Board of County Commissioners.

Following Planning and Zoning Commission action, the Board of County Commissioners conducts two public hearings. The first of those hearings is for a preliminary decision on the amendments request. At that hearing, the Board determines whether or not the amendments warrants transmittal to the state Department of Community Affairs (DCA) for further consideration.

If the Comprehensive Plan amendments are transmitted, DCA conducts a review, which includes soliciting comments from the Treasure Coast Regional Planning Council, several state agencies, and neighboring local governments. After its review, DCA compiles its comments in an Objections, Recommendations, and Comments (ORC) Report and transmits that report to the County. Subsequent to staff addressing any issues that were raised in the ORC Report, the second and final Board of County Commissioners public hearing is conducted. If the Board approves the request, the approved amendment is submitted to DCA for a compliance determination. The effective adoption date is when the amendments are found “in compliance” by DCA.

This public hearing is the third and final local step in the comprehensive plan amendment process. At this time, the Board of County Commissioners must decide whether or not to adopt the proposed amendment.

## **PAST ACTIONS**

The subject Comprehensive Plan Amendment was considered by the Planning and Zoning Commission (PZC) at its regular scheduled meeting of October 23, 2008. At that time, the PZC voted 5-0 to recommend that the Board of County Commissioners transmit the comprehensive plan amendment to the DCA for its review (attachment 11).

On December 2, 2008, the Board of County Commissioners voted 5 -0 to transmit the proposed comprehensive plan amendment to the Florida Department of Community Affairs (DCA) for review.

Recently, the county received a DCA Objections, Recommendations, and Comments (ORC) Report on the proposed amendment. This report indicated that the State had no objections to the proposed

amendment and that the County may proceed with adoption of the amendment.

## **BACKGROUND**

Currently, the Coastal High Hazard Area (CHHA) includes all areas of the county designated as evacuation zones for a Category I hurricane. As such, the CHHA includes areas along the St. Sebastian River and areas along the Indian River Lagoon on both the barrier island and the mainland.

The significance of the Coastal High Hazard Area is that state law prohibits density increases in the CHHA. Also, certain uses such as nursing homes are not allowed to locate in the CHHA.

In 2006, the Florida Legislature passed House Bill 1359 which changed the State's definition of the CHHA. Now, the CHHA is defined as the area below the elevation of the Category 1 storm surge line as established by a "Sea, Lake, and Overland Surges from Hurricanes" (SLOSH) computerized storm surge model.

According to House Bill 1359, local governments are required to amend their Future Land Use Maps and Coastal Management Elements to include the new definition of the CHHA and to depict the CHHA line on their future land use maps. To comply with this mandate, staff initiated this text amendment to the county's Coastal Management Element and Future Land Use Element to reflect the newly defined CHHA.

## **ANALYSIS**

Depicted in Figure 9.24 of the Coastal Management Element (attachment 6) and Figure 2.29 of the Future Land Use Element (attachment 7), the current Coastal High Hazard Area includes all of the Barrier Island as well as land lying along the west bank of the Indian River Lagoon. Most of the unincorporated county portion of the Coastal High Hazard Area is designated conservation or residential, with permitted densities ranging from zero in conservation areas to eight (8) units per acre in some areas along the west bank of the Indian River Lagoon. A substantial portion of this land is currently developed.

In the unincorporated area, the CHHA also contains a small portion of commercially designated land in two (2) areas. Those areas are: the Medical Node (37th Street and U.S. Highway #1, near Indian River Memorial Hospital) and the Grand Harbor Node.

As revised, the Coastal High Hazard Area Map depicts the area below the elevation of the projected storm surge from a Category 1 event. This revised Coastal High Hazard Area is similar to the existing evacuation zone for a Category 1 Hurricane, with two notable differences. First, portions of the barrier island that are currently in the CHHA are not included in the CHHA on the revised CHHA map. Those areas not included on the revised CHHA map are along the east portion of the barrier island extending from the south end to the north end of the county. Second, the south prong of the Sebastian River, which is not included as being in the CHHA on the existing CHHA map, is

now included in the Coastal High Hazard Area and is included on the revised CHHA map.

The change in definition of the Coastal High Hazard Area and the depiction of the CHHA on FLUE Figure 2.29, CME Figure 9.24, and the FLUM will have no effect on existing land uses or zoning districts.

As proposed, the revised definition of the Coastal High Hazard Area (attachment 2) in the Coastal Management Element and Future Land Use Element text (attachment 3) corresponds to the state definition. Also, Coastal Management Element Figure 9.24, Future Land Use Element Figure 2.29, and the Future Land Use Map now reflect the revised CHHA line (attachments 8, 9, and 10).

### **Consistency with Comprehensive Plan**

Comprehensive Plan amendment requests are reviewed for consistency with all applicable policies of the comprehensive plan. As per section 800.07(1) of the county code, the “comprehensive plan may only be amended in such a way as to preserve the internal consistency of the plan pursuant to Section 163.3177(2), FS.”

The goals, objectives and policies are the most important parts of the comprehensive plan. Policies are statements in the plan, which identify actions the county will take in order to direct the community’s development. As courses of action committed to by the county, policies provide the basis for all county land development related decisions-including plan amendment decisions. While all comprehensive plan objectives and policies are important, some have more applicability than others in reviewing plan amendment requests. Of particular applicability for this request is Policy 14.3.

### **Future Land Use Element Policy 14.3**

In evaluating a future land use element text amendment request, the most important consideration is Future Land Use Element Policy 14.3. This policy requires that one of four criteria be met in order to approve a land use amendment request. These criteria are:

- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment will correct an oversight in the approved plan;
- The proposed amendment is warranted based on a substantial change in circumstances affecting the subject property; or
- The proposed amendment involves a swap or reconfiguration of land use designations at separate sites, and that swap or reconfiguration will not increase the overall land use density or intensity depicted on the Future Land Use Map.

This proposed comprehensive plan amendment meets the third criterion of Policy 14.3. Because the change in the definition of the Coastal High Hazard Area is mandated by the state, the proposed amendment is warranted based on a substantial change in circumstances. For this reason, the proposed text amendment meets the third criterion of Future Land Use Element Policy 14.3.

### **Summary of Consistency with the Comprehensive Plan**

While Policy 14.3 is particularly applicable to this request, other Comprehensive Plan policies and objectives also have relevance. For that reason, staff evaluated the subject request for consistency with all applicable plan policies and objectives. Based upon that analysis, staff determined that the request is consistent with the Comprehensive Plan.

### **CONCLUSION**

Section 163.31 78(9)(c), Florida Statutes, requires local governments in coastal areas to amend their comprehensive plans to reflect the state's revised coastal high hazard area definition and to amend their future land use maps to depict the new coastal high hazard area.

This amendment complies with those requirements. For this reason, staff supports the request.

### **RECOMMENDATION**

Based on the analysis, the Planning and Zoning Commission and staff recommend that the Board of County Commissioners approve the proposed amendment and direct staff to submit the adopted amendment to the State Department of Community Affairs for compliance review.

### **ATTACHMENTS:**

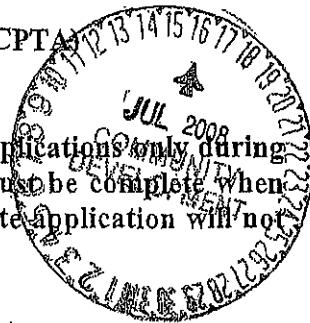
1. Application
2. Coastal Management Element, revised Coastal High Hazard Area definition
3. Future Land Use Element, revised Coastal High Hazard Area definition
4. Coastal Management Element, revised language
5. Coastal Management Element, Existing Coastal High Hazard Area Map (current figure 9.24)
6. Future Land Use Element, Existing Coastal High Hazard Area Map (current figure 2.29)
7. Revised Coastal High Hazard Area Map (FLUE revised figure 2.29)
8. Revised Coastal High Hazard Area Map (CME revised figure 9.24)
9. Revised Coastal High Hazard Area Map (FLUM)
10. Board of County Commissioners meeting minutes, December 2, 2008
11. Ordinance

|                       |                        |
|-----------------------|------------------------|
| APPROVED AGENDA ITEM: |                        |
| FOR:                  | 4-7-09                 |
| BY:                   | <i>Joseph A. Baird</i> |

5

| Indian River<br>County | Approved           | Date    |
|------------------------|--------------------|---------|
| Admin.                 | <i>[Signature]</i> | 4/2/09  |
| Legal                  | <i>[Signature]</i> | 3/30/09 |
| Budget                 | <i>[Signature]</i> | 3/31/09 |
| Dept                   | <i>[Signature]</i> | 3/30/09 |
| Risk Mgr.              |                    |         |

**APPLICATION FORM**  
**COMPREHENSIVE PLAN TEXT AMENDMENT (CPTA)**  
**INDIAN RIVER COUNTY**



Planning Division accepts Comprehensive Plan Text Amendment applications only during the months of January and July of each year. Each application must be complete when submitted and must include all required attachments. An incomplete application will not be processed and will be returned to the applicant.

Assigned Project Number: CPTA - 2008070046 - 62333

|                               | Current Owner/Applicant                             | Agent                     |
|-------------------------------|-----------------------------------------------------|---------------------------|
| Name:                         | Stan Boling                                         | Planning Director for IRC |
| Complete Mailing Address:     | 1801 27th Street Building A<br>Vero Beach, FL 32960 |                           |
| Phone # (including area code) | 226-1253                                            |                           |
| Fax # (including area code)   | 978-1810                                            |                           |
| E-Mail:                       | sboiling@ircgov.com                                 |                           |
| Contact Person:               | Stan Boling                                         |                           |

Signature of Owner or Agent: Stan Boling

Please attach the following items to this application. Do not ignore any of the following items. Indicate "N/A" if an item is not applicable.

- What is the proposed amendment's citation in the Comprehensive Plan? Include the element or sub-element, page number, and if applicable, the objective and policy number(s). *see attached Future Land Use Element*
- What is the exact language proposed to be added and/or deleted from the plan? *see attached*
- What is the purpose of the request? *To allow a limited number of RVs (recreational vehicles) in mobile home parks.*
- What is the justification for the request? *RVs are compatible in mobile home parks when limited in number. These allowance will provide additional revenue to park owners with vacancies and may result in few conversions of mobile home parks.*
- Provide an analysis of the proposed amendment's consistency with all applicable goals, objectives, and policies of the comprehensive plan.
- Provide an analysis of the proposed amendment's impact on public facilities and services. *N/A*
- Provide an analysis of the proposed amendment's environmental impacts. *N/A*
- Provide a check, money order or cash in the amount of \$2,600.00, made payable to Indian River County. *N/A*

**THE APPLICANT MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING.**

TABLE 9.14  
SAFFIR-SIMPSON HURRICANE SCALE

|              |                                                                                                                                                                                                                                                               |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Category III | Winds of 111 to 130 MPH.<br>Evacuation routes cut off by rising water three (3) to four (4) hours before landfall. Mobile homes destroyed; some structural damage to small buildings (inland); severe damage on the coast.                                    |
| Category IV  | Winds of 131 to 155 MPH.<br>Evacuation routes cut off by rising water three (3) to five (5) hours before landfall. Major damage to lower floors of buildings near shore. Extensive damage to windows, doors and roofing material.                             |
| Category V   | Winds in excess of 155 MPH.<br>Evacuation routes cut off by rising water three (3) to five (5) hours before landfall. Small structures destroyed; extensive damage to windows and doors; and, collapse of roofs on most residential and industrial buildings. |

• Coastal High Hazard Area

~~As defined by F.S. Chapter 163 Part II, the Coastal High Hazard Area (CHHA) consists of the entire evacuation zone for a Category I hurricane. The CHHA, as depicted in Figure 9.24, includes the entire barrier island as well as land lying along the west bank of the IRL.~~

The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges for Hurricanes (SLOSH) computerized storm surge model.

Within the CHHA, there are several large tracts of land in the unincorporated County that consist of environmentally-sensitive estuarine wetlands. In the unincorporated area, those lands, located along both sides of the IRL, are designated "C-2" on the future land use map. "C-2" designated lands may be developed at one (1) unit per 40 acres or used for a density transfer of one (1) unit per acre to an upland site.

Most of the land in the unincorporated County within the CHHA consists of residential land with development potential and permitted densities ranging from three (3) to ten (10) units per acre. A substantial portion of this land is currently developed. Much of that development took place at a time when the CHHA was more narrowly defined as land on the barrier island, east of the Coastal Construction Control Line (CCCL).

In the unincorporated area, the CHHA also contains a small portion of the commercially designated land in three (3) areas. Those areas within the CHHA are: the Medical Node

effective land use patterns that provide for separation and incorporate the use of buffers. Areas which contain incompatible uses are often older areas in transition from one use to another.

### Coastal High Hazard Area

As implied by its title, the Coastal High Hazard Area (CHHA) is an area of increased risk to life and property due to hurricanes and/or severe storms. For that reason, certain land uses may not be appropriate within the CHHA. As defined in state law, ~~the CRHA consists of the entire evacuation zone for a category 1 hurricane. The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges for Hurricanes (SLOSH) computerized storm surge model.~~ The CHHA, is depicted in Figure 2.29, includes the entire barrier island as well as land along the west bank of the Indian River Lagoon.

Overall, unincorporated land within the CHHA is low density in character. In fact, there are several large tracts of land within the CHHA that consist of environmentally sensitive estuarine wetlands. In the unincorporated area, those lands, located along both sides of the Indian River Lagoon, are designated C-2 on the future land use map. C-2 designated lands may be developed at 1 unit/40 acres or used for a density transfer of 1 unit/acre to an upland site.

Most of the rest of the unincorporated land within the CHHA consists of residential land with development potential and permitted densities ranging from 3 to 10 units/acre. A substantial portion of this land is currently developed. Much of that development took place at a time when the CRHA was more narrowly defined as land on the barrier island, east of the Coastal Construction Control Line. That relatively narrow strip of land consists mostly of dunes and sandy shoreline.

In the unincorporated area, the CIIIA also contains a small portion of the commercially designated land in three areas. Those areas are within the 37th Street/US 1 Node (near Indian River Memorial Hospital), the Grand Harbor Node, and the CR 51 0/US 1 Node (in Wabasso).

When determining the appropriate land use designations for land within the CHHA, the county must consider the following facts.

- The appropriateness of the land use designations, including the land use designation's impact on hurricane evacuation, was considered prior to plan adoption in 1990.
- Since plan adoption in 1990, the CHHA has been expanded. The expansion of the CHHA, however, is based on a rule change. Other than hurricane evacuation

Two (2) regional airports, located in the City of Vero Beach and the City of Sebastian, respectively, are located in the Coastal Zone. There are no existing or proposed rail yards, rail terminals, or deepwater port facilities within Indian River County. V

## **NATURAL DISASTER PLANMNG**

Of all the potential threats to the population and economy of Indian River County, the impact of a hurricane is the most ominous and significant. Two factors, continued expansion of the population and development in the Coastal Zone, coupled with a lack of experience of the inhabitants of this region in coping with a major hurricane, necessitates greater planning and awareness.

Until an area experiences a major hurricane, the use of theory, probability and behavioral studies must be substituted for actual data analysis. The hurricane evacuation analysis section is based on the TCRPC Hurricane Evacuation Study. Additionally, a post-storm evaluation of the evacuation procedure utilized for Hurricane Erin (1995) was made by the County Department of Emergency Services (EMS). This report indicated that the County was prepared for the storm and successfully conducted an orderly evacuation of the Coastal High Hazard Area. However, the report revealed several areas of emergency preparedness, especially shelter capacity, need to be improved. Moreover, Hurricane Erin was classified only as a minimal (Category 1) hurricane.

### **Coastal High Hazard Area**

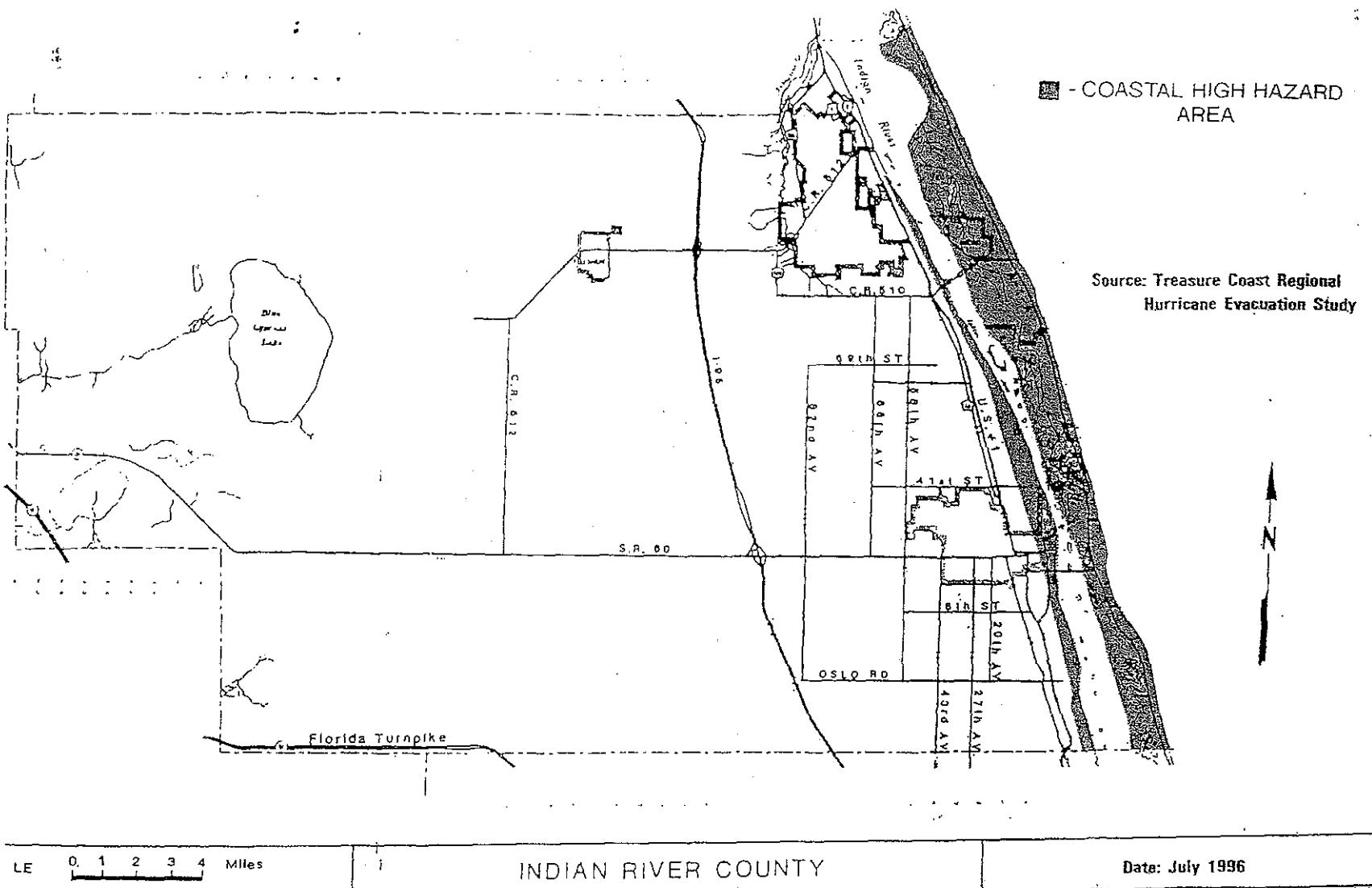
When determining the appropriate land use designations for land within the Coastal High Hazard Area (CHHA), the county must consider the following facts:

- > The appropriateness of land use designations, including land use designations' impact on hurricane evacuation, was considered prior to plan adoption in 1990;
- > Since plan adoption in 1990, the CHHA has been expanded. The expansion of the CHHA, however, is based on a rule change. Other than hurricane evacuation conditions, actual conditions and circumstances affecting the land have not changed; In 2006, the Florida Legislature passed House Bill 1359, which changed the State's definition of the CHHA. The CHHA is now defined as the area below the elevation of the Category 1 storm surge as established by a "Sea, lake, and Overland Surges from Hurricanes" (SLOSH) computerized storm surge model. Otherwise, actual conditions and circumstances affecting the land have not changed;
- > Undeveloped estuarine wetlands adjacent to the Indian River Lagoon have a future land use designation of C-2 (Conservation, up to 1 unit per 40 acres)

## Existing

FIGURE 9.24

## COASTAL HIGH HAZARD AREA



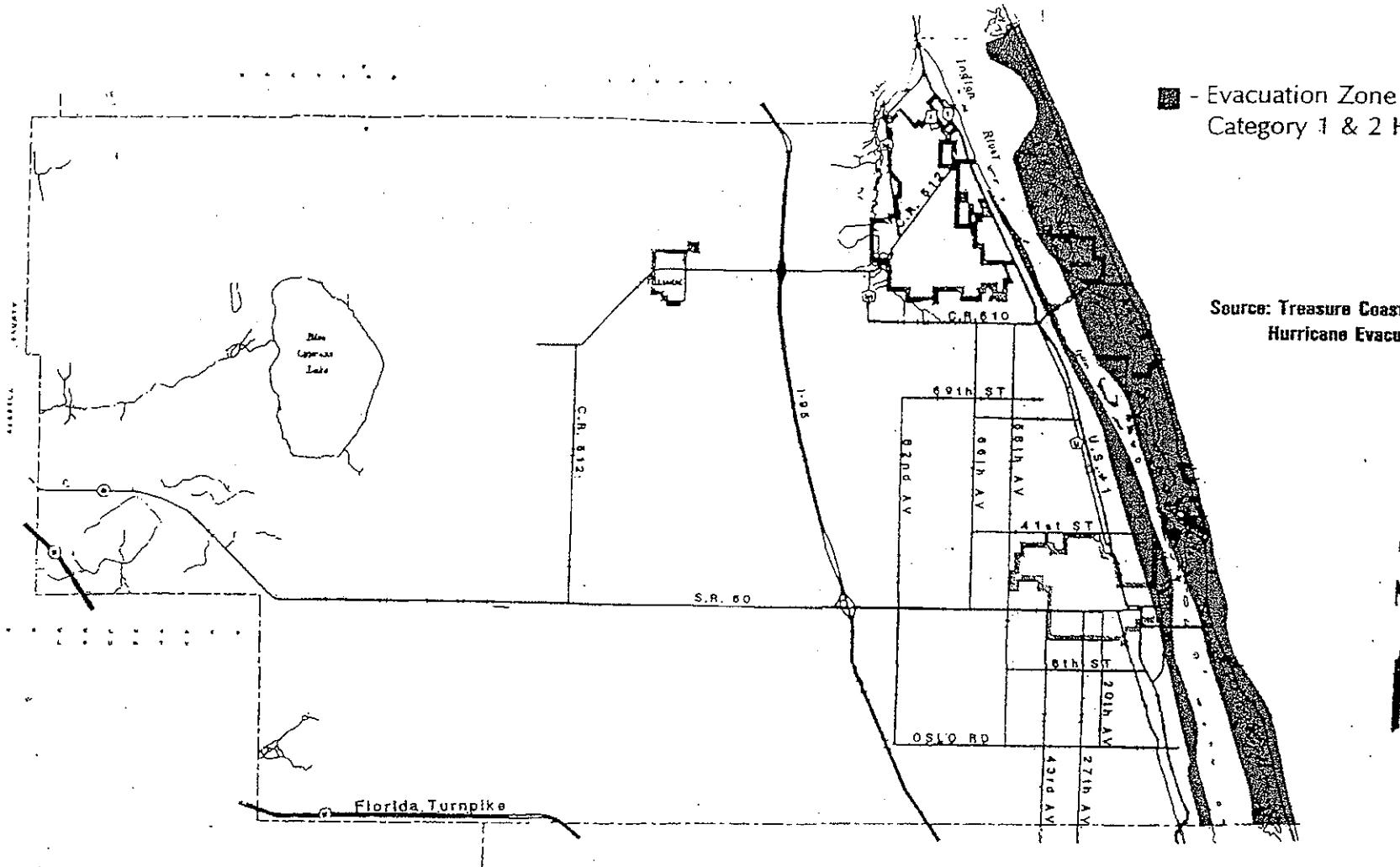
47

Attachment 5  
168

## COASTAL HIGH HAZARD AREA

■ - Evacuation Zone for a Category 1 & 2 Hurricane

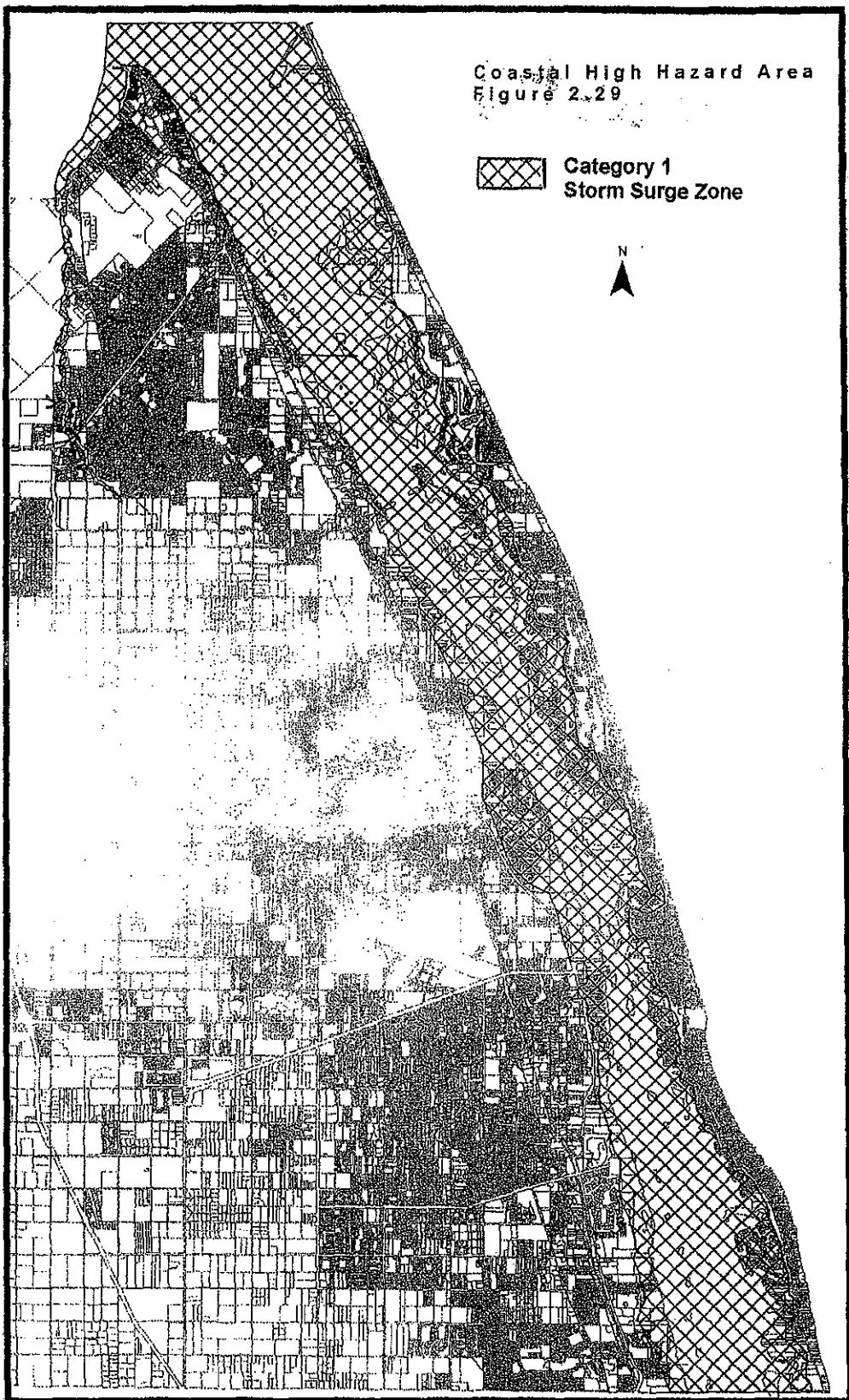
Source: Treasure Coast Regional Hurricane Evacuation Study



SCALE 0 1 2 3 4 Miles

INDIAN RIVER COUNTY

Date: July 1996

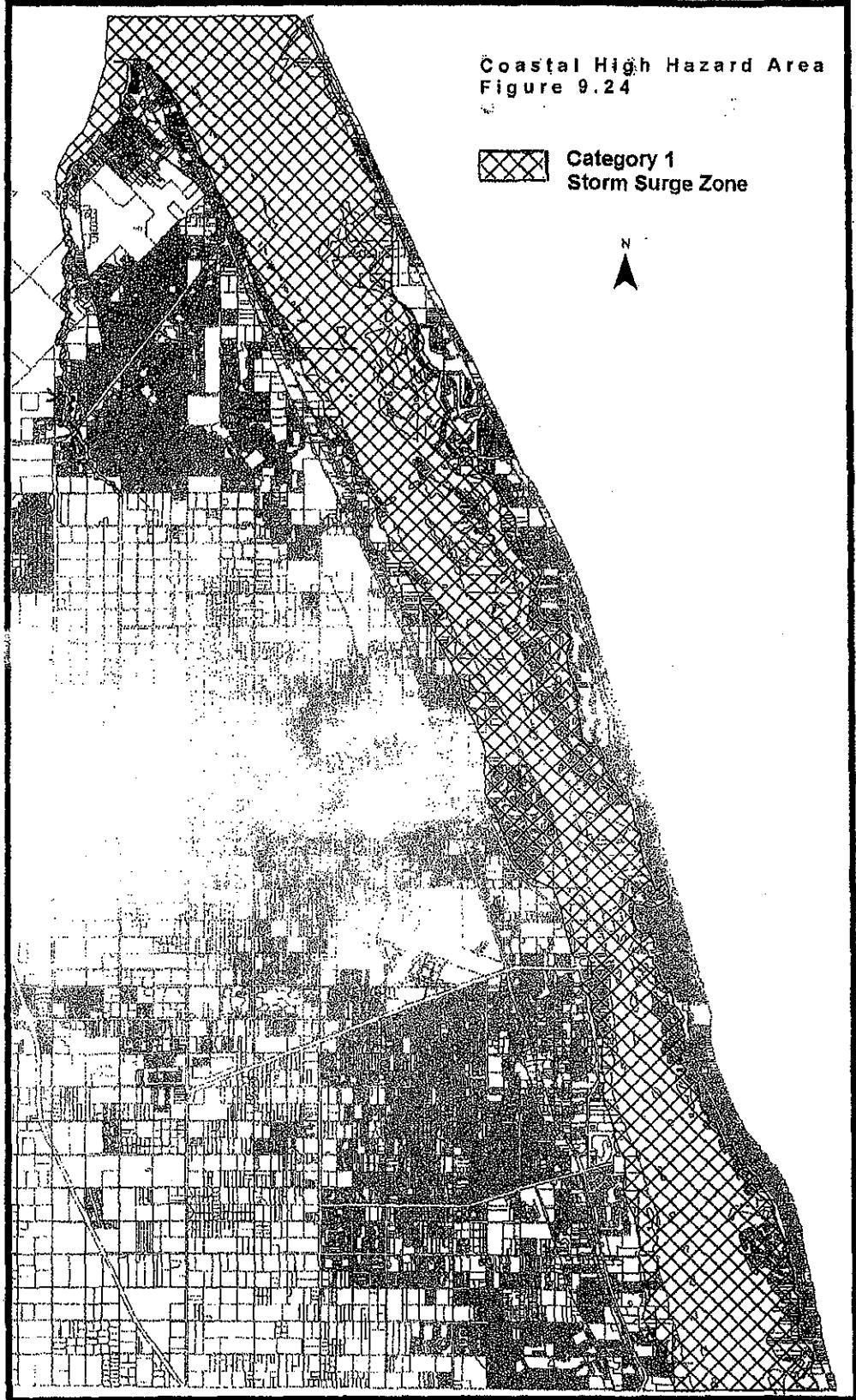


Attachment 7

Coastal High Hazard Area  
Figure 9.24

 Category 1  
Storm Surge Zone

N



Attachment 8

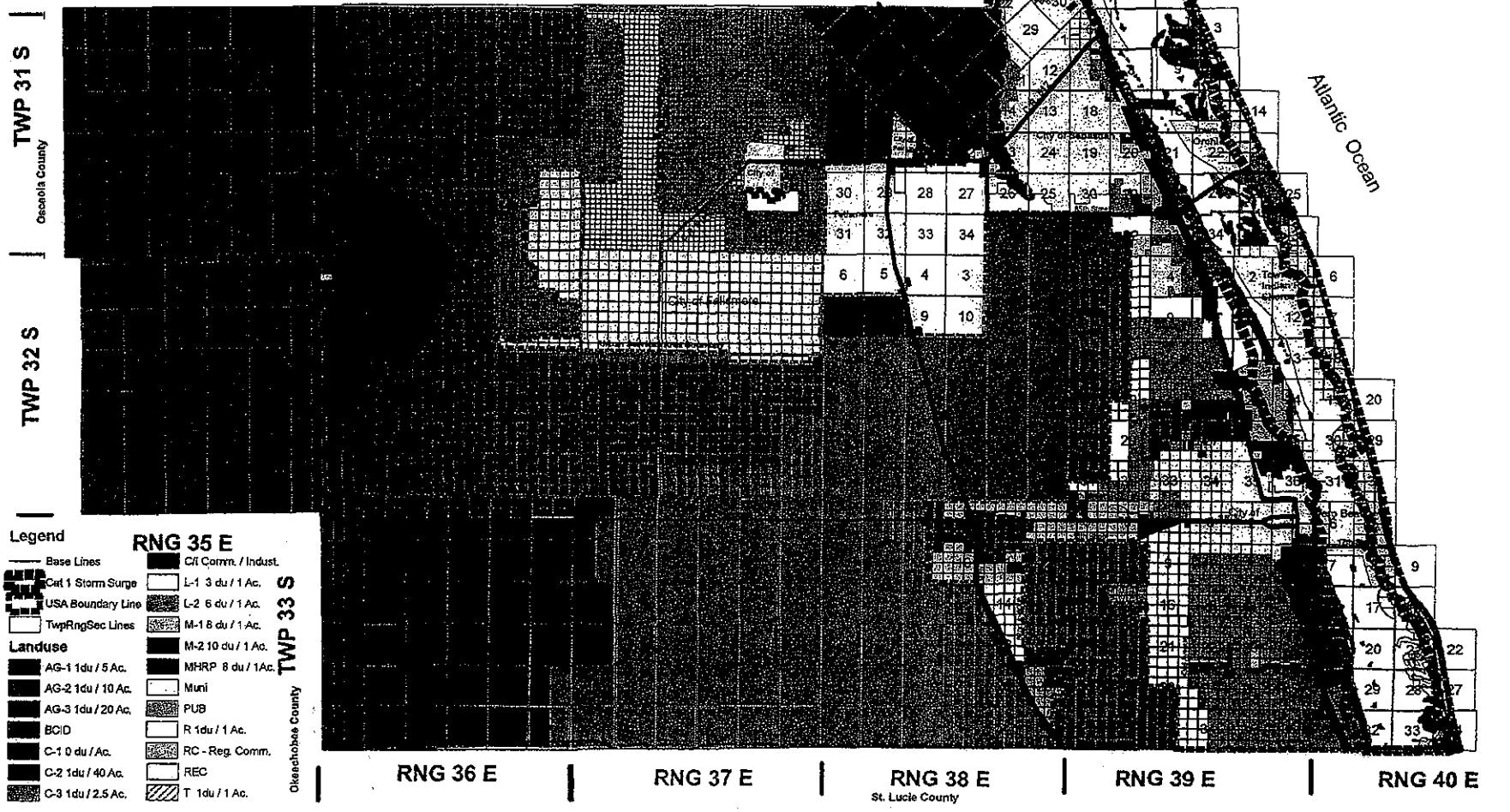
# Indian River County Future Land Use Map

Adopted March 17, 1998 / Updated January 14, 2008

0 1.25 2.5 5 7.5 10 Miles



Brevard County



**Ray Button**, from St. John's River Water Management District, stated that during discussions with the Fellsmere Joint Venture Group, they wanted to preserve their development rights; however, after exploring their options they realized there was nothing they could preserve.

The Chairman opened the public hearing. There were no speakers and the Chairman closed the public hearing.

ON MOTION by Commissioner Wheeler, SECONDED by Vice Chairman Flescher, the Board unanimously approved **Resolution 2008-195**, providing for the vacation of Town of Broadmoor Subdivision, said land lying in Indian River County, Florida.

*(The Chairman called a recess at 10:20 a.m. and reconvened the meeting at 10:30 a.m. with all members present.)*

**10.A.2. COUNTY INITIATED REQUEST TO AMEND THE TEXT OF THE COMPREHENSIVE PLAN'S FUTURE LAND USE ELEMENT TO ALLOW LIMITED RV USE WITHIN THE MOBILE HOME RENTAL PARK LAND USE DESIGNATION CATEGORY; AMEND THE TEXT OF THE FUTURE LAND USE ELEMENT AND THE COASTAL MANAGEMENT ELEMENT TO CHANGE THE DEFINITION OF THE COASTAL HIGH HAZARD AREA; AMEND THE COASTAL HIGH HAZARD AREA MAP, FIGURE 9.24 OF THE COASTAL MANAGEMENT ELEMENT; AMEND THE COASTAL HIGH HAZARD AREA MAP, FIGURE 2.29 OF THE FUTURE LAND USE**

**ELEMENT; AND AMEND THE FUTURE LAND USE MAP BY DEPICTING  
THE REVISED COASTAL HIGH HAZARD LINE (LEGISLATIVE)**

PROOF OF PUBLICATION OF ADVERTISEMENT FOR HEARING IS ON FILE IN THE  
OFFICE OF THE CLERK TO THE BOARD

Commissioner Solari suggested the two components to the Comprehensive Plan be heard separately. County Community Development Director Robert Keating agreed.

Director Keating explained the first component of the Comprehensive Plan Amendment - County Initiated Request to Amend the Text of the Comprehensive Plan's Future Land Use Element to Allow Limited RV use within the Mobile Home Rental Park Land Use Designation. He spoke about the adoption of the MHRP land use category, the 12 existing mobile rental parks, and the meetings and results with park owner representatives. He thereafter reminded the Board that in September they had directed staff to initiate the text amendment of Policy 1.14.2 of the Comprehensive Plan's Future Land Use Element to allow up to 25% of recreational vehicle use in the mobile home park rental category; and he reported that the Amendment is consistent with the Comprehensive Plan.

In conclusion, Director Keating pointed out that this component of the Amendments would allow for RV rental spaces only in designated Mobile Home Rental Parks; would provide a financial incentive for park owners to keep the park in mobile home use; and that the proposed RV use would not create additional density or intensity. He also informed the public that the Department of Community Affairs has an allowance where anyone speaking at a public hearing, such as this, could provide their name and address, and information regarding this Amendment would be forward to them through the review process.

Discussion ensued over concerns of mobile home parks having a threshold of 15 acres or less; whether the County has an Ordinance stipulating the age that a mobile unit can go into a park; constituents that chose to live in mobile home parks; platting; land development regulations; sewer systems; displacement and attrition of mobile homes.

The Chairman opened the public hearing.

The following individuals opposed the County initiated request to amend the text of the Comprehensive Plan's Future Land Use Element to allow limited RV use within the Mobile Home Park Land Use Designation Category:

Maurice Nelson, Countryside Park

Donald Debaggis, former President of Countryside Park

Bob Aberns, Countryside Park

Irwin Botnick, Countryside Park

Harold Scott, Vero Palm Estates Park

Bill Kelly, Countryside Park

Gwendolyn Ripp, Heron Cay Park

Joe Ryan, Heritage Plantation

Bill Gorman, Lifestyle Choice Realty, Inc., manager of Tanglewood Village Co-op

There were no additional speakers, and the Chairman closed the public hearing.

ON MOTION by Commissioner Wheeler, SECONDED by Vice Chairman Flescher, the Board unanimously agreed to not transmit the first component of the Comprehensive Plan Amendment to the Department of Community Affairs (DCA).

*(Clerk's Note: At 11:48 a.m., the Chairman announced that the Board would retreat to the Commissioners' Conference Room to conduct an Attorney-Client Session. After the Attorney-Client Session the Commissioners recessed one-half hour for lunch.) The Board returned to the Chambers at 1:30 p.m., and the Chairman closed the Attorney-Client Session.*

Director Keating explained the second component of the Comprehensive Plan Amendment – Amend the Text of the Future Land Use Element, the Coastal Management Element; Change the Definition of the Coastal High Hazard Area (CHHA); Amend the Coastal High Hazard Area Map, and Amend the Coastal High Hazard Area Map. He told how this was a State mandate, and an item the County had to consider when it adopted its first Comprehensive Plan in 1990. He clarified the significance of the CHHA, and pointed out that in 2006 the State Legislature changed the definition of the CHHA, and as part of that change the State had mandated all local governments to amend the definition of CHHA in their Comprehensive Plans. This Amendment involves changing the text of the Future Land Use Element, the Coastal Management Element, and changes to the Coastal High Hazard Area Map and the Future Land Use Map. Director Keating reported that the Amendment is consistent with the Comprehensive Plan, and recommended the Board approve the Resolution giving staff direction to eliminate the mobile home amendment component.

In response to Commissioner O'Bryan's query, Director Keating affirmed that the CHHA is east of US1.

The Chairman opened the public hearing. There were no speakers and the Chairman closed the public hearing.

ON MOTION by Commissioner Wheeler, SECONDED by Vice Chairman Flescher, the Board unanimously approved the second component, **Resolution 2008-196**, as amended, to amend the Text of the Coastal Management Element and the Future Land Use Element by Changing the Definition of the Coastal High Hazard Area and by Depicting the Coastal High Hazard Area on the Future Land Use Map of the Comprehensive Plan, to the State of Florida Department of Community Affairs.

#### **10.B. PUBLIC DISCUSSION ITEMS**

##### **10.B.1. REQUEST TO SPEAK FROM FRANK ZORC REGARDING PIPER**

###### **CONTAMINATION AT THE AIRPORT**

*(Clerk's Note: Item 10.B.1. was heard following Item 11.B. and is placed here for continuity.)*

**Frank Zorc**, 1695 20<sup>th</sup> Avenue, summarized Piper Aircraft's violations and the documented evidence regarding Piper contamination (copies on file) which he had filed with the Florida Department of Environmental Protection Agency.

Commissioner O'Bryan felt this was an EPA issue.

ORDINANCE NO. 2009-\_\_\_\_\_

AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT AND THE COASTAL MANAGEMENT ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COMPREHENSIVE PLAN TO CHANGE THE DEFINITION OF THE COASTAL HIGH HAZARD AREA; AMENDING THE COASTAL HIGH HAZARD AREA MAP, FIGURE 9.24 OF THE COASTAL MANAGEMENT ELEMENT; AMENDING THE COASTAL HIGH HAZARD AREA MAP, FIGURE 2.29 OF THE FUTURE LAND USE ELEMENT; AND AMENDING THE FUTURE LAND USE MAP BY DEPICTING THE REVISED COASTAL HIGH HAZARD LINE; AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners adopted the Indian River County Comprehensive Plan on February 13, 1990, and

WHEREAS, the County received comprehensive plan amendment applications during its July 2008 amendment submittal window, and

WHEREAS, the Local Planning Agency held a public hearing on this comprehensive plan amendment request on October 23, 2008, after due public notice, and

WHEREAS, the Local Planning Agency voted 5-0 to recommend that the Board of County Commissioners transmit the comprehensive plan amendment listed below to the Florida Department of Community Affairs; and

WHEREAS, the Board of County Commissioners of Indian River County held a Transmittal Public Hearing on December 2, 2008, after advertising pursuant to F.S. 163.3184(15)(b)(1), and

WHEREAS, the Board of County Commissioners approved the transmittal of this comprehensive plan amendment to the Florida Department of Community Affairs with a request for review, and

WHEREAS, the Board of County Commissioners announced at the transmittal public hearing its intention to hold and advertise a final public hearing at the adoption stage of this plan amendment, and

WHEREAS, the Florida Department of Community Affairs received this Comprehensive Plan Amendment on December 22, 2008, pursuant to F.S.163.3184(4), and

WHEREAS, the County received the Florida Department of Community Affairs Objections, Recommendations, and Comments report on February 20, 2008, and

WHEREAS, the Florida Department of Community Affairs had no objections, recommendations, or comments concerning this amendment, and

WHEREAS, the Board of County Commissioners of Indian River County held a Comprehensive Plan Amendment Adoption Public Hearing on April 7, 2009, after advertising pursuant to F.S.163.3184(15)(b);

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Indian River County, Florida, that:

ORDINANCE NO. 2009-\_\_\_\_\_

**SECTION 1. Comprehensive Plan Amendment Adoption and Transmittal**

The amendment to the Indian River County Comprehensive Plan identified in Section 2 is hereby adopted, and the Board of County Commissioners directs staff to transmit three (3) copies of the amendment to the State of Florida Department of Community Affairs and one (1) copy to the Treasure Coast Regional Planning Council.

**SECTION 2. Amendment to the Comprehensive Plan**

AMENDING THE FUTURE LAND USE ELEMENT AND THE COASTAL MANAGEMENT ELEMENT OF THE COMPREHENSIVE PLAN BY AMENDING THE TEXT OF THE COMPREHENSIVE PLAN TO CHANGE THE DEFINITION OF THE COASTAL HIGH HAZARD AREA; AMENDING THE COASTAL HIGH HAZARD AREA MAP, FIGURE 9.24 OF THE COASTAL MANAGEMENT ELEMENT; AMENDING THE COASTAL HIGH HAZARD AREA MAP, FIGURE 2.29 OF THE FUTURE LAND USE ELEMENT; AND AMENDING THE FUTURE LAND USE MAP BY DEPICTING THE REVISED COASTAL HIGH HAZARD LINE.

**SECTION 3. Repeal of Conflicting Provisions**

All previous ordinances, resolutions, or motions of the Board of County Commissioners of Indian River County, Florida, which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 4. Severability**

It is declared to be the intent of the Board of County Commissioners that, if any provision of this ordinance and therefore the Indian River County Comprehensive Plan Amendment is for any reason finally held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining provisions.

**SECTION 5. Effective Date**

The effective date of this ordinance and, therefore, this plan amendment shall be the date a final order is issued by the Department of Community Affairs or Administration Commission finding the amendments in compliance with Section 163.3184(1)(b), Florida Statutes, whichever occurs earlier. If a final order of noncompliance is issued by the Administration Commission, these amendments may nevertheless be made effective by adoption at a public meeting after public notice of a resolution affirming their effective status, a copy of which resolution shall be sent to the Florida Department of Community Affairs, Division of Resource Planning and Management, Plan Processing Team.

This ordinance was advertised in the Press-Journal on the 23 day of March, 2009, for a public hearing to be held on the 7<sup>th</sup> day of April 2009, at which time it was moved for adoption by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_,

ORDINANCE NO. 2009-\_\_\_\_\_

and adopted by the following vote:

|                                   |       |
|-----------------------------------|-------|
| Wesley S. Davis, Chairman         | _____ |
| Joseph E. Flescher, Vice Chairman | _____ |
| Gary C. Wheeler, Commissioner     | _____ |
| Peter D. O'Bryan, Commissioner    | _____ |
| Bob Solari, Commissioner          | _____ |

BOARD OF COUNTY COMMISSIONERS  
OF INDIAN RIVER COUNTY

BY: \_\_\_\_\_  
Wesley S. Davis, Chairman

ATTEST BY: \_\_\_\_\_  
Jeffrey K. Barton, Clerk

This ordinance was filed with the Department of State on the following date: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

William G. Collins II  
William G. Collins II, County Attorney

APPROVED AS TO PLANNING MATTERS

Robert M. Keating  
Robert M. Keating, AICP; Community Development Director

**INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSION  
REQUEST TO BE SCHEDULED FOR PUBLIC DISCUSSION**

Any organization or individual wishing to address the Board of County Commission shall complete this form and submit it to the Indian River County Administrator's Office.

**PUBLIC DISCUSSION INFORMATION**

**Indian River County Code Section 102.04(9)(b):** as a general rule, public discussion items should be limited to matters on which the commission may take action

**Indian River County Code Section 102.07(2):** limit remarks to three minutes unless additional time is granted by the commission

NAME OF INDIVIDUAL OR ORGANIZATION: Hollis Hoier, Special Olympics Aquatics Coach & SRHS Teacher (Science & Autism classes)

ADDRESS: SRHS 9001 90<sup>th</sup> Ave, Sebastian FL 32958 PHONE: 772-532-2765, my cell

SUBJECT MATTER FOR DISCUSSION: Proposal to Dedicate/Rename the North County Aquatics Center to "Fran Adams Aquatics complex" in honor of her efforts to making this beneficial resource available to so many of our IRC citizens and our visitors.

IS A PRESENTATION PLANNED?  YES  NO

IS BACK-UP BEING PROVIDED  YES  NO

IS THIS AN APPEAL OF A DECISION  YES  NO

WHAT RESOLUTION ARE YOU REQUESTING OF THE COMMISSION? NA

ARE PUBLIC FUNDS OR ACTIVITIES REQUIRED?  YES  NO

WHAT FUNDS OR ACTIVITIES ARE REQUIRED TO MEET THIS REQUEST? Funds for pool deck time (presentation site) and plaque for Fran Adams & for front of Aquatics Center, at entrance.

|                                                          |  |
|----------------------------------------------------------|--|
| Transmitted to Administrator Via:                        |  |
| <input checked="" type="checkbox"/> Interactive Web Form |  |
| <input type="checkbox"/> E-Mail                          |  |
| <input type="checkbox"/> Fax                             |  |
| <input type="checkbox"/> Mail                            |  |
| <input type="checkbox"/> Hand Delivered                  |  |
| <input type="checkbox"/> Phone                           |  |

COUNTY ADMINISTRATOR: Joseph A. Baird  
Joseph A. Baird  
MEETING DATE: April 7, 2009

**INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSION  
REQUEST TO BE SCHEDULED FOR PUBLIC DISCUSSION**

Any organization or individual wishing to address the Board of County Commission shall complete this form and submit it to the Indian River County Administrator's Office.

**PUBLIC DISCUSSION INFORMATION**

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**Indian River County Code Section 102.07(2):** limit remarks to three minutes unless additional time is granted by the commission

NAME OF INDIVIDUAL OR ORGANIZATION: Brian Heady

ADDRESS: 406 19<sup>th</sup> Street, Vero Beach

PHONE: 696-4242

SUBJECT MATTER FOR DISCUSSION: Economic Recovery

IS A PRESENTATION PLANNED?  YES  NO

IS BACK-UP BEING PROVIDED  YES  NO

IS THIS AN APPEAL OF A DECISION  YES  NO

WHAT RESOLUTION ARE YOU REQUESTING OF THE COMMISSION?

ARE PUBLIC FUNDS OR ACTIVITIES REQUIRED?  YES  NO

WHAT FUNDS OR ACTIVITIES ARE REQUIRED TO MEET THIS REQUEST?

Transmitted to Administrator Via:  
 Interactive Web Form  
 E-Mail  
 Fax  
 Mail  
 Hand Delivered  
 Phone

COUNTY ADMINISTRATOR:

*Joseph A. Baird*  
Joseph A. Baird

MEETING DATE:

*April 7, 2009*

**INDIAN RIVER COUNTY, FLORIDA**  
**M E M O R A N D U M**

**TO:** Joseph A. Baird, County Administrator

**DEPARTMENT HEAD CONCURRENCE:**

*Robert M. Keating*  
Robert M. Keating, AICP; Community Development Director

**THROUGH:** Stan Boling, AICP; Planning Director

**FROM:** John W. McCoy, AICP; Senior Planner

**DATE:** March 17, 2009

**SUBJECT: Notice of Scheduled Public Hearing for Upcoming Board Meeting**

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of April 7, 2009.

**DESCRIPTION AND CONDITIONS:**

Please be advised that the following public hearing item has been scheduled for Board consideration:

**April 14, 2009**

1. Windsor Properties, Inc's. Request to Modify the Windsor Conceptual PD Plan to Change the Project Boundary and to Obtain Concurrent Preliminary PD Plan Approval for the Ocean Bluff Phase of the Windsor Project [LEGISLATIVE]

**RECOMMENDATION:**

The above referenced public hearing item is provided for the Board's information. No action is needed at this time.

**APPROVED AGENDA ITEM:**

FOR: *April 7, 2009*

BY: *Joseph A. Baird*

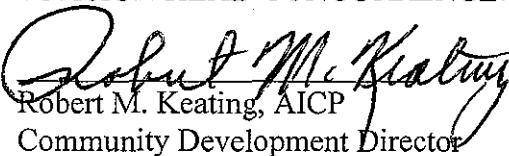
| Indian River Co. | Approved           | Date   |
|------------------|--------------------|--------|
| Admin.           | <i>(Signature)</i> | 4-2-09 |
| Legal            | <i>(Signature)</i> | 4-1-09 |
| Budget           | <i>(Signature)</i> | 4-1-09 |
| Dept.            | <i>(Signature)</i> | 4-1-09 |
| Risk Mgr.        | <i>(Signature)</i> |        |

## INDIAN RIVER COUNTY, FLORIDA

## MEMORANDUM

**TO:** Joseph A. Baird  
County Administrator

## DIVISION HEAD CONCURRENCE:



Robert M. Keating, AICP  
Community Development Director

**THROUGH:** Sasan Rohani, AICP *S.R.*  
Chief, Long-Range Planning

**FROM:** Bill Schutt, AICP *BS.*  
Senior Economic Development Planner

**DATE:** March 30, 2009

**RE:** REQUEST FOR AUTHORIZATION TO ISSUE REQUEST FOR  
PROPOSALS (RFP) FOR NON-PROFIT HOUSING ORGANIZATIONS  
AND/OR GOVERNMENTAL AGENCIES TO PROVIDE SERVICES  
NEEDED TO CARRY OUT COMMUNITY DEVELOPMENT BLOCK  
GRANT (CDBG) NEIGHBORHOOD STABILIZATION PROGRAM (NSP)  
TASKS

---

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of April 7, 2009.

**INTRODUCTION**

To assist local governments in their recovery from the effects of the recent housing crisis, the federal government enacted the Housing and Economic Recovery Act, Public Law 110-289. That Act appropriated \$3.92 billion in Community Development Block Grant (CDBG) funds under a new Neighborhood Stabilization Program (NSP) for local governments to purchase and redevelop abandoned or foreclosed properties.

Of the \$3.92 billion in neighborhood stabilization program funds, approximately \$450 million was

earmarked by the Department of Housing and Urban Development (HUD) for 48 entitlement communities in Florida. Another approximately \$91,141,478 was earmarked for the state of Florida for allocation to communities not funded directly by HUD (including Indian River County). A portion of those funds are also intended to cover state operational costs to disburse and monitor local use of those funds.

In Florida, an allocation plan for the \$91,141,478 has been developed by the state. In that plan, \$4,680,825 is set aside for Indian River County. The remaining state allocation is set aside for 26 other Florida communities and the state. The specific allocation for each of the communities varies based on a formula that takes into account the number of foreclosures, number of loans in default, number of loans delinquent, and the number of subprime loans within a community.

While \$4,680,825 is set aside for Indian River County, those funds are available to the county only through a formal application and award process. On March 17, 2009, the County's formal NSP application was approved by the Board of County Commissioners. Further, funds awarded through the NSP program must be expended in a compressed timeline.

#### NSP Activity Timeline

Both the Federal Government and the state have established deadlines for obligating NSP funds. At the federal level, Section (c)(1) of the Housing and Economic Recovery Act requires that NSP funds be obligated within 18 months of an approved agreement between HUD and the state. For Florida, the 18 month time period began on March 3, 2009.

Because the County's funds will be coming from the state's \$91,141,478 allocation from HUD, the timeline for obligating NSP funds is even less than 18 months. In fact, the State has imposed a stringent timeline for non-entitlement communities (includes Indian River County) to obligate funds. The State's timeline requires that the County obligate NSP funds within 10 months from March 3<sup>rd</sup> 2009.

With the NSP obligation deadline established by the state, the County must move quickly with activities related to the NSP grant. For that reason, staff prepared Attachment 1, which is a proposed timeline showing the various NSP activities and the proposed dates for completion of those activities. As shown in the attached timeline, the next activity to be undertaken by the county is to issue a Request for Proposals for non-profit housing organizations and/or governmental agencies to carry-out Community Development Block Grant Neighborhood Stabilization Program activities.

#### Request for Proposals

Consistent with NSP requirements, non-profit housing organizations and/or governmental agencies must be selected through a formal procurement process. That process involves the preparing and issuing of a Request for Proposals, appointing a selection committee to review responses to the RFP, ranking responders, selecting one or more nonprofits/governmental agencies, and entering into a contract with the selected non-profit housing organizations and/or governmental agencies. A proposed Request for Proposals is included as Attachment 2 to this report.

## **ANALYSIS**

As drafted, the proposed Request for Proposals indicates that the county plans to contract with one non-profit housing organization or governmental agency to carry out the NSP's purchase, rehabilitation, and resale activity and one or more non-profit housing organizations or governmental agencies to carry out the NSP's purchase, rehabilitation, and rental activity.

Since Neighborhood Stabilization Program implementation will involve coordination between the county/grant administrator and the selected non-profits/governmental agencies, the RFP outlines those activities that will be addressed by the county/grant administrator and those activities that will be addressed by the selected non-profit housing organizations and/or governmental agencies. For each proposal, the RFP requires submission of detailed information about the submitting organization and its proposed approach.

With NSP implementation, the county/grant administrator's responsibilities will range from identifying and approving housing units that may be purchased to monitoring the operations of the non-profit housing organizations/governmental agencies. This includes monitoring NSP funded rental activities of non-profit housing organizations/governmental agencies for a minimum of 25 years. The specific activities that the county/grant administrator will be responsible for include:

- Identifying foreclosed housing units eligible for purchase;
- Negotiating with banks to purchase eligible properties;
- Identifying improvements needed to housing units being considered for purchase;
- Deciding whether or not to proceed with the purchase of a housing unit;
- Coordinating closing activities;
- Coordinating bidding, contract award, and rehabilitation activities;
- Soliciting for and reviewing potential occupant applications;
- Establishing a homebuyers education course;
- Maintaining records;
- Addressing Florida Department of Community Affairs (DCA) and Housing and Urban Development (HUD) requirements; and
- Responding to citizen complaints.

While the county/grant administrator will have an active oversight role in the Neighborhood Stabilization Program, the non-profit housing organizations/governmental agencies selected by the County will be responsible for a range of activities. These activities include selecting housing units to purchase, identifying buyers/renters, and managing rental properties. Some of the specific activities that the non-profit housing organizations/governmental agencies will be responsible for include:

- Assisting with the identification of foreclosed housing units eligible for purchase;
- Inspecting and selecting housing units to purchase;
- Taking title to selected housing units and maintaining the properties while owned by the non-profit/governmental agency;

- Maintaining all required records;
- Participating in required meetings with the County, DCA, and HUD;
- Identifying and qualifying applicants to occupy NSP funded rental units and to purchase NSP funded housing units; and
- Providing annual reports to the County for income eligibility of applicants in rental housing units.

Since the selected non-profit housing organizations and/or governmental agencies will incur costs associated with conducting NSP activities, the non-profits and/or governmental agencies may be compensated for their services by charging a developer's fee. According to NSP rules, a developer's fee may not exceed 12%. The developer's fee is calculated as a percentage of the total cost for the activity (such as purchase and rehabilitation of housing units) that the nonprofit housing organization/governmental agency is participating in.

As indicated in the County's RFP, responders must identify their proposed developer's fee. That fee will be considered by the County as one of five separate evaluation criteria for selecting non-profit housing organizations/governmental agencies to participate in the County's Neighborhood Stabilization Program. The four remaining criteria that the County will consider in reviewing responses to the RFP are:

- Experience with similar affordable housing projects in the region
- Management and staffing
- Percent of Very Low and Low Income households to be assisted
- Quality of the business plan and pro-forma provided by the respondent

For each proposal, the maximum number of points that can be awarded is 100. Up to twenty five (25) points may be awarded for the amount of experience that the proposer has with similar affordable housing projects in the region; up to twenty five (25) points may be awarded for the proposer's management and staffing; up to twenty (20) points may be awarded for the percent of very low and low income households that the responder will assist, and up to twenty (20) points may be awarded for the quality of the business plan and pro-forma provided by the respondent. The remaining ten (10) points will be awarded based on the proposed developer's fee.

Overall, the RFP requires that each proposing non-profit housing organization/governmental agency submit information regarding the experience and capacity of the non-profit/governmental agency, the number of housing units that the organization proposes to acquire for re-sale and/or for rental, the targeted income range for clients, and a business plan for the project.

## **ALTERNATIVES**

With respect to the Request for Proposals, the Board of County Commissioners has three alternatives. These are:

1. To approve the RFP as proposed;
2. To approve the RFP with changes; or

3. To reject the proposed RFP.

Staff supports either alternatives 1 or 2.

### **RECOMMENDATION**

Staff recommends that the Board of County Commissioners authorize County staff to issue the attached RFP to solicit non-profit housing organizations and/or governmental agencies that will assist the county in implementing its NSP CDBG activities.

### **ATTACHMENTS**

- 1.) Proposed Neighborhood Stabilization Program CDBG Activity Timeline.
- 2.) Request for Proposals for NSP CDBG Programmatic Services From Non-Profit Housing Organizations and/or Governmental Agencies

| Indian River Co. | Approved | Date   |
|------------------|----------|--------|
| Admin.           | (S)      | 4-2-09 |
| Legal            | WC       | 4/1-09 |
| Budget           | (M)      | 4/1/09 |
| Dept.            | DAK      | 4/1/09 |
| Risk Mgr.        |          |        |

Approved Agenda Item:

For: April 7, 2009

By: Joseph A. Baird

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**Proposed Neighborhood Stabilization Program (NSP) Community  
Development Block Grant (CDBG) Activity Timeline**  
(Revised March 30, 2009)

| Tentative Date           | Task                                                                                                                                                             |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| March 16, 2009           | Citizen Advisory Task Force Consideration of NSP CDBG Application                                                                                                |
| March 17, 2009           | BCC Approval of NSP CDBG Application                                                                                                                             |
| March 18 – April 2, 2009 | NSP Application 15 day comment period                                                                                                                            |
| April 7, 2009            | BCC Consideration of Request to issue RFPs for sub-recipients (non-profit and for-profit housing organizations)                                                  |
| April 13, 2009           | Publish Ad and issue RFP for sub-recipients (non-profit housing organizations)                                                                                   |
| April 3, 2009            | Submit NSP CDBG Application                                                                                                                                      |
| April 14, 2009           | BCC Consideration of Request to issue RFQ's for Surveyors, Engineers, Contractors, and others; and Request for Bids from Appraisers, Title Companies, and others |
| April 20, 2009           | Non-Mandatory Pre-Proposal Meeting for RFPs from sub-recipients (non-profit and for-profit housing organizations)                                                |
|                          | Publish RFQ ad for Surveyors, Engineers, Contractors, and others                                                                                                 |
|                          | Publish Request for Bids from Appraisers, Title Companies and others                                                                                             |
| April – May 2009         | Identification of units for acquisition                                                                                                                          |
| May 6, 2009              | RFP for sub-recipients Due (non-profit housing organizations)                                                                                                    |
| May 8, 2009              | Sub-recipient (non-profit housing organizations) selection committee interviews                                                                                  |
| May 19, 2009             | BCC Consideration of sub-recipient selection committee recommendation                                                                                            |
| Mid May 2009             | Execution of IRC/DCA NSP contract                                                                                                                                |
| June 9, 2009             | BCC Consideration of sub-recipient contracts                                                                                                                     |
| June – July 2009         | Appraisals of housing units                                                                                                                                      |
| June 23, 2009            | Publish Notice for applicants/housing beneficiaries                                                                                                              |
| July 2009                | Qualification of buyers/renters                                                                                                                                  |
| July – Sept. 2009        | CATF and BCC Approval of buyers/renters                                                                                                                          |
| July – August 2009       | Negotiation of housing prices                                                                                                                                    |
| July – Sept. 2009        | Closing on foreclosed units                                                                                                                                      |
| August-Nov. 2009         | Rehabilitation of units (as needed)                                                                                                                              |
| Sept. – Dec. 2009        | Closing on homes with qualified buyers                                                                                                                           |
| March 2010               | Closeout of grant                                                                                                                                                |



**INDIAN RIVER COUNTY**  
*PURCHASING DIVISION*  
**1800 27<sup>TH</sup> STREET, COUNTY ADMINISTRATION BUILDING B**  
**VERO BEACH FL 32960-3365**  
**(772) 567-8000 EXT 1416 FAX (772) 770-5140**

## REQUEST FOR PROPOSALS

**PROJECT NAME:** INDIAN RIVER COUNTY NEIGHBORHOOD STABILIZATION  
PROGRAM CDBG PROGRAMMATIC SERVICES FROM NONPROFIT  
HOUSING ORGANIZATIONS AND/OR GOVERNMENTAL AGENCIES

**RFP NUMBER:**

**REFER TECHNICAL QUESTIONS TO:**

**BILL SCHUTT, AICP, SENIOR ECONOMIC DEVELOPMENT PLANNER**  
**TELEPHONE: (772) 226-1243 FAX: (772) 978-1806**  
**EMAIL: [bschutt@ircgov.com](mailto:bschutt@ircgov.com)**

**REFER GENERAL TERMS & CONDITIONS QUESTIONS TO:**

**JERRY DAVIS, PURCHASING MANAGER**  
**TELEPHONE: (772) 226-1416 FAX: (772) 770-5140**  
**E-MAIL: [purchasing@ircgov.com](mailto:purchasing@ircgov.com)**

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**NON-MANDATORY PRE-PROPOSAL MEETING: APRIL 20, 2009**

**NON-MANDATORY PRE-PROPOSAL MEETING TIME: 2:00 P.M.**

**PROPOSAL OPENING DATE: WEDNESDAY, MAY 6, 2009**

**PROPOSAL OPENING TIME: 2:00 P.M.**

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**ALL PROPOSALS MUST BE RECEIVED IN THE PURCHASING DIVISION LOCATED IN COUNTY ADMINISTRATION BUILDING B, 1800 27<sup>TH</sup> STREET, VERO BEACH, FLORIDA 32960 PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE PROPOSALS WILL BE RETURNED UNOPENED.**

***PLEASE SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES OF YOUR PROPOSAL***

## **IMPORTANT! - PLEASE READ CAREFULLY BEFORE MAKING PROPOSAL**

### **GENERAL PROVISIONS**

#### **ACKNOWLEDGEMENTS OF AMENDMENTS**

Proposers shall acknowledge receipt of any amendment to the solicitation by identifying the amendment number in the space provided for this purpose on the proposal form, by letter, or by returning a copy of the issued amendment with the submitted proposal. The acknowledgement must be received by Indian River County by the time and at the place specified for the receipt of proposals. Failure to acknowledge an issued amendment may result in proposal rejection and disqualification.

#### **ADDITIONAL INFORMATION**

Questions concerning the contract must be submitted in writing to Indian River County Purchasing Division, 1800 27th Street, County Administration Building B, Vero Beach, FL 32960-3365, fax number (772) 770-5140. Questions concerning the technical portions of the proposal document must be submitted in writing to Indian River County Community Development Department, 1801 27th Street, County Administration Building A, Vero Beach, FL 32960-3365, fax number (772) 978 - 1806. Proposers are cautioned that any statements made by individuals, or employees of Indian River County, that materially change any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document. No contractual or technical questions will be accepted after ten (10) days prior to the date set for proposal opening.

#### **PROPOSAL ENVELOPES**

Envelopes containing proposals must be sealed and marked in the lower left-hand corner with the request number \_\_\_\_\_, "SEALED PROPOSAL FOR NSP CDBG PROGRAMATIC SERVICES", and date and hour of opening of proposals. Failure to do so may cause proposal not to be considered. Express mail envelopes containing a sealed proposal shall also be sealed and marked in the lower left-hand corner with the invitation number, "SEALED PROPOSAL FOR NSP CDBG PROGRAMATIC SERVICES", and date and hour of opening of proposals.

#### **PROPOSAL RECEIPT AND OPENING**

**Indian River County will receive sealed proposals until the date and time indicated on the RFP cover. Proposals must be delivered, by hand or mail, to the Indian River County Purchasing Division, located at 1800 27<sup>th</sup> Street, County Administration Building B, Vero Beach, FL 32960-3365, where they will be opened at the stated time, READING ONLY THE NAMES OF THE SUBMITTING PROPOSERS. Proposals must be time stamped in the Purchasing Division before or on the hour and date indicated on the cover sheet for the proposal opening. Proposals received after the date and time of the proposal opening will be received, date stamped, and returned to the proposer unopened. It is the responsibility of the proposer to ensure that proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late proposals. FAXED PROPOSALS WILL NOT BE ACCEPTED, AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.** Notes may be taken at the public reading of the proposal(s) at the specified time and date of the opening. Pursuant to Florida Statutes section 119.071, **the proposal(s)** are exempt from disclosure until the County provides notice of a decision or intended decision or within 10 days after proposal opening, whichever is earlier.

## INSURANCE REQUIREMENTS

Prior to the time proposer is entitled to commence any part of the project, work, or services under this contract, proposer shall procure, pay for, and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of 1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and 2) upon request, a certified copy of each policy, including all endorsements. The insurance must be underwritten through a company licensed to do business in the State of Florida and have an AM Best rating of at least A- VII. The insurance requirements shall remain in effect throughout the term of this contract.

1. Workers' Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000.00 for each accident, \$500,000.00 disease policy limit, and \$100,000.00 disease each employee.
2. Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000.00, each occurrence, combined single limit. Coverage shall be on an "occurrence" basis.
3. Commercial Automobile and Truck liability covering owned, hired, and nonowned vehicles with a combined single limit of not less than \$500,000.00, each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
4. Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$500,000.00 per occurrence, if occurrence form is available; or claims made from with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Indian River County, Purchasing Division, 1800 27<sup>th</sup> Street, County Administration Building B, Vero Beach, FL 32960-3365. Proposer shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said proposer from its insurer; and nothing contained herein shall absolve proposer of this requirement to provide notice.
2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of proposer.

3. The term "County" or "Indian River County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Indian River County.
4. Indian River County Board of County Commissioners shall be endorsed to the General Liability and Auto Liability policies as an additional insured.
5. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's self-insured retention of whatever nature.

County hereby waives subrogation rights for loss or damage against the County.

#### CERTIFICATES AND LICENSES

The successful proposer shall possess all valid licenses and certificates required for performance of the work specified herein. Current notarized copies of licenses and certificates shall be provided to Indian River County within twenty-four hours upon demand at any time prior to or during the contract term.

#### INDEMNIFICATION

In consideration of the sum of Fifteen and 00/100 Dollars (\$15.00), the receipt and sufficiency of which is acknowledged by proposer to be included and paid for in the contract price, the proposer shall indemnify, defend, and hold harmless the County and its agents and employees from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such liability, claim, damage, loss, or expense: a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom; and b) is caused in whole or in part by any negligent act or omission of the proposer, and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by the County.

In any and all claims against the County or any of its agents or employees, by any employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts.

#### DEBARMENT

By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

#### EXPENSES INCURRED IN PREPARING PROPOSAL

Indian River County accepts no responsibility for any expense incurred by the proposer in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the proposer.

## INFORMALITIES AND IRREGULARITIES

Indian River County has the right to waive minor defects or variation of a proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a proposer with the proposal for Indian River County to properly evaluate the proposal, Indian River County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The Indian River County Board of County Commissioners reserves the right to reject any or all proposals in whole or in part; to award by any item, group(s) of items, total proposal, or accept the proposal which is most advantageous and in the best interest of Indian River County. Indian River County also reserves the right to request best and final offers from qualified proposers.

## NONCONFORMING TERMS AND CONDITIONS

Proposal responses that include terms and conditions that do not conform to the terms and conditions in the proposal document are subject to rejection as nonresponsive. Indian River County reserves the right to permit the proposer to withdraw nonconforming terms and conditions from its proposal response prior to a determination by Indian River County of nonresponsiveness based on the submission of nonconforming terms and conditions.

## VENUE

The laws of the State of Florida shall govern this agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

## PUBLIC ENTITY CRIMES

Pursuant to Florida Statutes Section 287.133(2)(a), all Proposers are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

## EQUAL OPPORTUNITY

The proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The proposer shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without

regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Furthermore; the proposer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The proposer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### CERTIFICATION OF NONSEGREGATED FACILITIES

By the submission of this proposal, the proposer certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The proposer agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees which are in fact segregated on the basis of race, color, religion, or otherwise.

#### **END OF GENERAL PROVISIONS**

## **STATEMENT OF WORK & CONTRACT AWARD SCHEDULE**

### **PURPOSE**

Indian River County is soliciting proposals from nonprofit housing organizations and government organizations to carry out the programmatic activities included in Indian River County's FFY 2008/09 Neighborhood Stabilization Program (NSP) Community Development Block Grant (CDBG).

### **OVERVIEW**

Indian River County is an urbanizing county in East Central Florida, encompassing approximately 543 square miles. The 2008 population of the county was 141,667. About 35% of those residents live in one of the county's five municipalities, while the remainder live in the unincorporated area of the county.

As part of Florida's December 1, 2008 NSP Action Plan, the Florida Department of Community Affairs (DCA) earmarked \$4,680,825 for Indian River County to purchase and rehabilitate abandoned or foreclosed properties. The County anticipates applying for the full \$4,680,825 in NSP funds.

Of the \$4,680,825 that the county is eligible to apply for, \$3,598,543 must be used to benefit individuals and families with incomes that do not exceed one hundred and twenty percent (120%) of area median income. The remaining County NSP funds (\$1,082,282) must be used to provide rental housing for individuals and families whose incomes do not exceed fifty percent (50%) of area median income.

Indian River County's NSP funds must be used to purchase and rehabilitate abandoned or foreclosed properties. Eligible uses for the County's NSP funds include:

- Buying and rehabilitating foreclosed homes for re-sale to income eligible households;
- Buying and rehabilitating foreclosed homes for renting to income eligible households; and
- Offering financing assistance to low- to moderate-income homebuyers.

The period of performance for the contract between the nonprofit housing organizations and/or government agencies selected to participate in Indian River County's NSP and the County is anticipated to run for approximately eighteen months, from May, 2009 to closeout of the NSP CDBG. The final contract schedule will be determined during agreement negotiations.

### **PROJECT REQUIREMENTS**

The project involves implementing one or more of the programmatic activities described above for the Indian River County \$4,680,825 FFY 2008/2009 NSP CDBG.

Organizations responding to this Request for Proposals must be either a 501(c)(3) nonprofit or a governmental agency. Additionally, respondents shall have experience in implementing affordable housing programs and demonstrate the capacity to carry out the NSP activity for which they are responding.

Indian River County anticipates selecting one nonprofit housing organization or governmental agency to carry out the purchase, rehabilitation, and resale activity and one or more nonprofit housing organizations or governmental agency to carry out the purchase, rehabilitation, and rental activity. A nonprofit housing organization or governmental agency may make application to carry out both activities. The determination as to whether or not there will be more than one nonprofit housing organization or governmental agency

utilized to carry out the purchase, rehabilitation, and rental activity will be based upon the following criteria:

- a. The number of responses received;
- b. The capacity of the responding nonprofit housing organizations/governmental agencies to perform the activity;
- c. The limited time allotted by the state to expend the NSP funds;
- d. The quality of the Business Plan submitted.

The nonprofit housing organizations/governmental agencies selected will partner with the county to facilitate the acquisition, rehabilitation and occupancy of foreclosed residences/homes.

**As a CDBG recipient, the County is required to follow CDBG regulations regarding procurement and contracting. Consequently, certain federal and state requirements (such as equal employment opportunity provisions) will apply to the contract for this project and will be applicable to the selected nonprofit housing organizations/governmental agencies.**

In carrying out the project, the county/administrator will perform the following programmatic services:

- Locate housing units within the NSP target areas that are eligible for purchase utilizing NSP funding and provide a list of eligible housing units to each nonprofit housing organization/nonprofit housing organization that is carrying out an NSP activity with the county;
- Negotiate with the property owner for the purchase of NSP eligible properties that selected nonprofit housing organizations/governmental agencies are interested in purchasing;
- For each housing unit that is being considered for acquisition with NSP funding, develop a list of property improvements and an estimated cost for each of these improvements that will need to be completed prior to the housing unit being occupied;
- Complete the due diligence on each property, including the following:
  - Obtain a property appraisal report to determine the fair market value of the property,
  - Research the zoning and land use of the property, and ensure they are compatible with the intended use of the property,
  - Obtain a title search of the property to verify the ownership of the property and ensure that there are no outstanding liens on the property,
  - Obtain a Phase I Environmental Site Assessment for the property to ensure that the property has no history of contamination,
  - If the property was constructed prior to 1978, obtain a lead inspection of the property,
  - Obtain a termite inspection of the property to ensure the property has no infestation,
  - Obtain a survey of the property to ensure that the property has no encroachments and that the floor elevations of the structures on the property are all above the required flood plain elevations,
- After the due diligence on a property has been completed, decide whether to proceed with the purchase of the property with NSP funding;

- Coordinate the closing and transfer of title from the original mortgage holder to the NSP nonprofit housing organization or government agency receiving the property;
- Coordinate the bidding, contract award and rehabilitation of the NSP housing units;
- Maintain all records relating to the NSP program;
- Coordinate and participate in all DCA and HUD monitoring visits related to the NSP;
- Respond to all DCA and HUD monitoring reports;
- Respond to citizens complaints;
- Complete all required NSP reports;
- Schedule and conduct all progress meetings for the NSP;
- Review all sub-recipient files;
- Solicit for potential program applicants and provide a list of potential applicants to each participating nonprofit housing organization or government agency;
- Solicit for all needed services, including appraisers, title companies, environmental engineers/specialists, lead inspectors, termite inspectors, surveyors, and housing counselors;
- Review the list of potential occupants for income certification and potential conflicts of interest;
- Establish the eight (8) hour homebuyers course for resale program participants; and
- Prepare the program closeout documents;

The specific tasks to be undertaken by the nonprofit housing organizations and/or governmental agencies selected to participate in this project are:

- Provide the county/administrator with a list of NSP eligible housing units (foreclosed housing units owned by a financial institution) that the respondent's organization is aware of and is interested in obtaining;
- From the list of eligible properties provided by the county/ administrator, identify which eligible housing units that the nonprofit housing organization/governmental agency is interested in purchasing and rehabilitating as part of the CDBG NSP;
- Inspect housing units being considered for acquisition by the nonprofit housing organization/governmental agency and reaffirm original recommendation to purchase the units;
- Take title to the NSP housing units.
- Maintain the NSP properties acquired by the nonprofit housing organization/governmental agency

from the time of acquisition through their initial occupancy. This shall include activating and maintaining all utilities, obtaining property owners and liability insurance as well as physically maintaining the property;

- Maintain all records required by the NSP relating to the housing units that the nonprofit housing organization/governmental agency acquires through the NSP and provide a copy to the county/administrator;
- Participate in all DCA and HUD NSP monitoring visits;
- Oversee rehabilitation work;
- Provide the county/administrator with sufficient information relating to the NSP to respond to DCA and HUD monitoring reports;
- Provide the county/administrator with sufficient information to respond to citizens questions and/or complaints;
- Attend all CDBG – NSP progress meetings with the county/administrator;
- Allow review of project files by representatives of the county/administrator; and
- Provide the county/administrator with copies of audited annual financial reports for each of the fiscal years that the organization participates in the NSP.

For nonprofit housing organizations/governmental agencies participating in the rental housing activity:

- Find and process qualified applicants to occupy the CDBG – NSP rental housing units;
- Provide a list of all potential NSP housing unit tenants to the county/administrator for income certification and review by county/administrator for potential conflicts of interest;
- For a minimum of twenty-five years, own and maintain the acquired NSP properties as affordable rental housing for the Area Median Income population group for which the properties were approved. Maintenance of the units shall include;
  - Collecting rents,
  - Keeping the housing units insured
  - Maintaining reserves,
  - Maintaining property insurance,
  - Performing property maintenance,
  - Evicting tenants as necessary, and
  - Securing new tenants,
- Submit evidence to the county on an annual basis that the units remain occupied by qualified tenants; and
- Provide an annual report of revenues and expenses related to each house.

For nonprofit housing organizations/governmental agencies participating in the resale activity:

- Identify potential applicants to purchase the NSP housing units the nonprofit housing organization/governmental agency has acquired and process the applicants for program eligibility;
- Market the property to attract potential homebuyers;
- Schedule potential program participants for the eight hour, HUD certified, homebuyers educational course being offered by the County;
- Ensure that qualified homebuyers have successfully completed the HUD certified homebuyers educational course prior to purchasing a NSP property;
- Assist clients in applying for and obtaining competitive fixed rate first mortgage financing; and
- Maintain the CDBG – NSP properties while they are vacant.

TENTATIVE SUBMISSION, REVIEW AND CONTRACT AWARD SCHEDULE

|                |                                                                                                      |
|----------------|------------------------------------------------------------------------------------------------------|
| April 13, 2009 | Advertise for Local Nonprofit Housing Organizations/Governmental Agencies to serve as sub-recipients |
| April 20, 2009 | Non-Mandatory Pre-Proposal Meeting                                                                   |
| May 6, 2009    | RFP Submission Deadline                                                                              |
| May 8, 2009    | Local Housing Services Selection Committee Meeting and Interviews                                    |
| May 19, 2009   | County Commission Approval of Non-profit Housing Organizations/Governmental Agencies                 |

**RESPONSE FORMAT**

Proposers shall present their responses to the Request for Proposals in the manner and format listed below, identifying each response by its respective tab numeral.

**Tab    Item**

- I.    *Cover Letter.* The proposer shall provide a cover letter with the following information: name, address, telephone number, FAX number and e-mail address of the individual(s) with authority to negotiate and contractually bind the nonprofit housing organization/governmental agency, if selected. The proposer shall also provide a comprehensive organizational chart that identifies all organizations and/or individuals partnering on the proposal with a letters from each organization and/or individual agreeing to partner on the project.
- II.    *Proposal.* The respondent shall include the following information in this section:
  - The scope of the project (the number of housing units to be acquired for resale and/or for rental by the nonprofit housing organization/governmental agency);

- The specific approach or methodology that will be utilized to carry out the project;
- Targeted price range for properties to be acquired and rehabilitated;
- Targeted income range for clients;
- A chart of designated duties for each organization and/or individual on the response team;
- List of similar projects that members of the response team have carried out within the county and/or the region;
- The name of each staff person in the organization that will be involved in the implementation of Indian River County's NSP program. Information provided for each individual listed shall include a resume, relevant work experience, and the role each person will have in carrying out the NSP activity.
- A copy of the non-profit housing organization's 501(c)(3) IRS designation; and
- A Business Plan for the project. The Business Plan should include the following elements:

For Acquisition, Renovation and Resale Projects

1. Provide the name of each organization included in the respondent's team. Include, at a minimum, the name each organization that will maintain ownership in the project, each organization's years of experience with similar projects, as well as information concerning previous projects completed by the organization's members, both individually and as a group.
2. Provide the Area Median Income (AMI) level of the clientele to be served by the project.
3. Provide an analysis of any existing projects or programs currently operating in Indian River County that will provide competition for the segment of the housing market your organization intends to serve.
4. Describe your organization's approach to marketing the properties to and qualifying the clients.
5. Describe your organization's approach to managing and maintaining the acquired housing units while they are titled in the organization's name.
6. Prepare a management plan that includes anticipated operational and financial issues associated with the proposed project.
7. Identify the critical risks and potential problems in carrying out the project that the organization is proposing.

For Acquisition, Renovation and Lease projects

1. Provide the name of each organization included in the respondent's team. Include, at a minimum, the name of each organization that will maintain ownership in the project, each organization's years of experience with similar projects, as well as information concerning previous projects completed by the organization's members, both individually and as a group.
2. Provide information on how the project will be managed. At a minimum, identify whether the organization will manage the project or contract with another entity to provide project management. If the organization will contract with another entity to provide project management, include the requested information on the project management team as well.
3. Provide the income level of the clientele to be served by the project. If the clientele

to be served are members of a special needs category, provide an explanation of which special needs category and how the housing will be managed.

4. If specific renovation to the housing units will need to be completed to serve the members of the special needs category to be served, provide detailed information on the renovations that will need to be completed.
5. Provide the location, number of housing units and special characteristics of previous housing projects that the organization has completed or is currently working on.
6. Describe the organization's approach to attracting and qualifying potential tenants.
7. Describe how the organization will manage and maintain the housing units.
8. Prepare a management plan that includes potential operational and financial issues associated with the organization's proposed project.
9. Complete a pro forma that includes anticipated costs and sources of funding. For rental projects, a sample pro forma is included as Attachment "A" to this package, while a Microsoft Excel version of the pro forma is available from Bill Schutt (bschutt@ircgov.com). Responders for acquisition, renovation, and lease projects, MUST complete a Microsoft Excel version of the pro forma and must submit the electronic copy with the response to this RFP. The electronic copy may be submitted on a CD or other portable storage device acceptable to the county.
10. Identify the critical risks and potential problems in carrying out the project that the organization is proposing.
  - Indicate the developer's fee requested by the organization. A developer's fee is the amount of funding requested by the nonprofit housing organization or government entity to carry out the activities and/or services that the organization is committing to provide in order to carry out the NSP activity that the organization is involved with. The developer's fee is calculated as a percentage of the total cost for the activity (such as purchase and rehabilitation of housing units) that the nonprofit housing organization/governmental agency is participating in. The maximum developer's fee allowed by the NSP is 12%.
  - Identify proposed timeliness for completing the specified services/deliverables included in the project and an estimate of the funds that will be needed to carry out each phase of the timetable;
  - Provide a statement of recent, current, and projected projects being carried out by the members of the organization;

III. *Proposer's experience and capacity.* The proposer shall include the following information for each of the organizations and/or individuals included on the response team:

- The size of the organization's staff;
- The location of the office from which this project is to be carried out;
- The number of years of experience in carrying out affordable housing programs; and
- The experience of each staff member.

Consistent with state and federal requirements, proposals for the acquisition and management of affordable rental housing will be considered only from nonprofit housing organizations/governmental agencies demonstrating historical expertise and experience, with a minimum of five (5) years experience in the management of state or federal affordable rental housing.

- *Qualifications.* The proposer shall submit comprehensive statements of qualifications and resumes on all members of the organizations and/or individuals included in the response team.
  - *Licensing.* The proposer shall submit evidence of nonprofit status and copies of all licenses for services that may be utilized by members of the response team to carry out the project.
- IV. *References.* The proposer shall provide at least three (3) references for similar affordable housing projects. Include the name of the organization, specific information concerning the scope of the project, a brief summary of the work carried out, and the name and telephone number of a responsible contact person. References shall relate only to similar projects.

## REVIEW AND ASSESSMENT

### EVALUATION CRITERIA

Proposals will be considered on an equal competitive basis. Proposals for each activity will be evaluated separately, using the following criteria that are listed in order of relative importance:

| <b>Criteria</b>                                                       | <b>Maximum Points Awarded</b> |
|-----------------------------------------------------------------------|-------------------------------|
| Experience with similar affordable housing projects in the region     | 25                            |
| Management and staffing                                               | 25                            |
| Percent of Very Low and Low Income households to be assisted          | 20                            |
| Quality of the business plan and pro-forma provided by the respondent | 20                            |
| Developer's Fee proposed                                              | 10                            |

INDIAN RIVER COUNTY RESERVES THE RIGHT TO EVALUATE AND AWARD ON THE BASIS OF INITIAL PROPOSALS WITHOUT INTERVIEW SESSIONS.

Before the award of any contract, the proposer shall be required to show to the complete satisfaction of Indian River County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy Indian River County with regard to the proposer's qualifications. Indian River County may take reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the County that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

**SWORN STATEMENT UNDER SECTION 105.08,  
INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. \_\_\_\_\_ for  
INDIAN RIVER COUNTY NEIGHBORHOOD STABILIZATION PROGRAM CDBG PROGRAMMATIC SERVICES FROM NONPROFIT HOUSING ORGANIZATIONS AND/OR GOVERNMENTAL AGENCIES

2. This sworn statement is submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Name of entity submitting Statement)

whose business address is:  
\_\_\_\_\_

and its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

3. My name is \_\_\_\_\_  
(Please print name of individual signing)

and my relationship to the entity named above is \_\_\_\_\_

4. I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.

5. I understand that the relationship with a County Commissioner, County employee, applicable sub recipient governmental agency board member or employee, and non-profit housing organization's Board of Directors and employees that must be disclosed as follows:

Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have any relationships as defined in section 105.08, Indian River County Code, with any County Commissioner or County employee.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a County Commissioner or County employee:

Name of Affiliate  
or entity

Name of County Commissioner  
or employee

Relationship

---

---

(Signature)

(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, who is personally known to me or who has produced  
as identification.

NOTARY PUBLIC

SIGN: \_\_\_\_\_

PRINT: \_\_\_\_\_

Notary Public, State at large  
My Commission Expires:

(Seal)

**Attachment A**  
Indian River County Neighborhood Stabilization Program Rental Unit Pro Forma

| ADDRESS OF POTENTIAL UNIT IF KNOWN: |                                               |     |  |  |  |  |
|-------------------------------------|-----------------------------------------------|-----|--|--|--|--|
| 1                                   | Project Cost                                  |     |  |  |  |  |
|                                     | Estimated Acquisition Price                   | \$0 |  |  |  |  |
|                                     | Estimated Rehabilitation Cost                 | \$0 |  |  |  |  |
|                                     | Pre-Development & General Development Costs   | \$0 |  |  |  |  |
|                                     | Other                                         | \$0 |  |  |  |  |
|                                     | Subtotal                                      | \$0 |  |  |  |  |
|                                     | (Requested Developer Fee (% of project cost)) | \$0 |  |  |  |  |
| 2                                   | Total Cost/Unit                               | \$0 |  |  |  |  |
| 3                                   | Funded By:                                    |     |  |  |  |  |
|                                     | Amount of NSP Funding Requested               | \$0 |  |  |  |  |
|                                     |                                               |     |  |  |  |  |
|                                     |                                               |     |  |  |  |  |
|                                     | Total                                         | \$0 |  |  |  |  |

| OPERATING EXPENSES    | Annual   | Per Unit Per Year |
|-----------------------|----------|-------------------|
| Advertising           | \$ -     |                   |
| Management            | \$ -     |                   |
| Administrative        | \$ -     |                   |
| Legal/Accounting      | \$ -     |                   |
| Gas & Fuel            |          |                   |
| Water/Sewer           | \$ -     |                   |
| Exterminating         | \$ -     |                   |
| Maintenance           | \$ -     |                   |
| Repairs               | \$ -     |                   |
| Security              | \$ -     |                   |
| Replacement Reserve   | \$ -     |                   |
| Other                 |          |                   |
| Real Estate Taxes     |          |                   |
| Insurance             | \$ -     |                   |
| <b>Total Expenses</b> | <b>0</b> |                   |

| 4 | *Estimated Annual Rent Schedule: | Type of Unit<br>(select only 1<br>type and only 1<br>unit) | # of Bdrms | *Rent/mo.                | # Pymts/yr. | Maximum<br>Annual Rent |
|---|----------------------------------|------------------------------------------------------------|------------|--------------------------|-------------|------------------------|
|   | One Bedrooms                     |                                                            | 1          |                          | 12          | 0                      |
|   | Two Bedrooms                     |                                                            | 2          |                          | 12          | 0                      |
|   | Three Bedrooms                   |                                                            | 3          |                          | 12          | 0                      |
|   | Four Bedrooms                    |                                                            | 4          |                          | 12          | 0                      |
| 5 | Totals                           |                                                            | 0          | Gross Potential Income.. |             | 0                      |

\*Rent and other housing expenses including utilities cannot exceed 30% of renter's income. Further, rents are limited by HUD's fair market rents. The 2008 fair market rent limits are listed in the attached Rent Schedule by Number of Bedrooms in Unit, published by the Florida Housing Finance Corporation.

**Attachment A**  
**Indian River County Neighborhood Stabilization Program Rental Unit Pro Forma**

|                                          | Annual<br>Growth<br>Rate                                | Year |         |         |         |         |         |         |         |         |         |         |         |         |
|------------------------------------------|---------------------------------------------------------|------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
|                                          |                                                         | 1    | 2       | 3       | 4       | 5       | 6       | 7       | 8       | 9       | 10      | 11      | 12      | 13      |
| <b>Statement of before-tax cash flow</b> |                                                         |      |         |         |         |         |         |         |         |         |         |         |         |         |
| <b>6</b>                                 | Rental Income                                           | 3.0% | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
|                                          | Less: Vacancy and collection loss (7% of Rental Income) |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
|                                          | Plus: Other income .....                                |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
| <b>7</b>                                 | Effective gross income.....                             |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
|                                          | Less: Operating expenses...                             | 4.0% | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
|                                          | Net Operating income (NOI)....                          |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
|                                          | Debt Service                                            |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
| <b>8</b>                                 | Before-tax cash flow (BTCF).....                        |      | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       | 0       |
| <b>9</b>                                 | Debt Coverage                                           |      | #DIV/0! |

\$0.00

Effective 02/13/2008  
 FHFC Posted 02/18/2008

**Florida Housing Finance Corporation**  
**2008 Maximum Rents by Number of Bedrooms in Unit**

**NOTE:** This schedule is for use by developments participating in the following Florida Housing programs:  
 Housing Credit (HC), State Housing Initiatives Partnership (SHIP), HUD Multifamily Risk Sharing, and  
 Community Workforce Housing Innovation Pilot (CWHIP). With the exception of the SHIP program, a  
 utility allowance must be deducted from these MAXIMUM gross rent amounts.

| <b>City (County)</b>                                    | <b>Percentage Category</b> | <b>Number of Bedrooms in Unit</b> |          |          |          |          |
|---------------------------------------------------------|----------------------------|-----------------------------------|----------|----------|----------|----------|
|                                                         |                            | <b>0</b>                          | <b>1</b> | <b>2</b> | <b>3</b> | <b>4</b> |
| Sarasota-Bradenton-<br>Venice MSA<br>(Manatee/Sarasota) | 25%                        | 260                               | 279      | 335      | 387      | 431      |
|                                                         | 28%                        | 291                               | 312      | 375      | 434      | 483      |
|                                                         | 30%                        | 313                               | 335      | 402      | 465      | 518      |
|                                                         | 33%                        | 344                               | 368      | 442      | 511      | 570      |
|                                                         | 35%                        | 364                               | 391      | 469      | 542      | 604      |
|                                                         | 40%                        | 417                               | 447      | 536      | 620      | 691      |
|                                                         | 45%                        | 469                               | 502      | 603      | 697      | 777      |
|                                                         | 50%                        | 521                               | 558      | 670      | 775      | 863      |
|                                                         | 60%                        | 625                               | 670      | 804      | 930      | 1,036    |
|                                                         | 80%                        | 835                               | 894      | 1,073    | 1,240    | 1,383    |
|                                                         | 120%                       | 1,251                             | 1,341    | 1,608    | 1,860    | 2,073    |
|                                                         | 140%                       | 1,459                             | 1,564    | 1,876    | 2,170    | 2,418    |
| Sebastian-Vero Beach MSA<br>(Indian River)              | 25%                        | 249                               | 267      | 320      | 370      | 413      |
|                                                         | 28%                        | 279                               | 299      | 359      | 415      | 462      |
|                                                         | 30%                        | 298                               | 320      | 385      | 444      | 496      |
|                                                         | 33%                        | 329                               | 352      | 423      | 489      | 545      |
|                                                         | 35%                        | 349                               | 374      | 448      | 518      | 578      |
|                                                         | 40%                        | 399                               | 427      | 513      | 593      | 661      |
|                                                         | 45%                        | 448                               | 480      | 577      | 667      | 743      |
|                                                         | 50%                        | 498                               | 534      | 641      | 741      | 826      |
|                                                         | 60%                        | 598                               | 641      | 769      | 889      | 991      |
|                                                         | 80%                        | 797                               | 855      | 1,026    | 1,185    | 1,322    |
|                                                         | 120%                       | 1,197                             | 1,282    | 1,539    | 1,779    | 1,983    |
|                                                         | 140%                       | 1,396                             | 1,496    | 1,795    | 2,075    | 2,313    |

**INDIAN RIVER COUNTY  
INTER-OFFICE MEMORANDUM  
OFFICE OF MANAGEMENT AND BUDGET**

TO: Members of the Board of County Commissioners

DATE: March 30, 2009

SUBJECT: **BUDGET UPDATE  
2009/2010 ESTIMATED BUDGET CUTS**

FROM: Jason E. Brown  
Director, Management & Budget

The Budget Office Staff would like to present information on the estimated budget cuts necessary to balance the taxing fund budgets for fiscal year 2009/2010.

APPROVED AGENDA ITEM:

BY: Joseph A. Baird  
Joseph A. Baird  
County Administrator

FOR: April 7, 2009

| Indian River County | Approved | Date     |
|---------------------|----------|----------|
| Administrator       |          | 4-2-09   |
| Legal               |          | 4/1/2009 |
| Budget              |          | 4/1/09   |
| Department          |          |          |
| Risk Management     |          |          |

INDIAN RIVER COUNTY, FLORIDA  
DEPARTMENT OF UTILITY SERVICES  
BOARD MEMORANDUM

---

**DATE:** MARCH 17, 2009

**TO:** JOSEPH A. BAIRD, COUNTY ADMINISTRATOR 

**FROM:** W. ERIK OLSON, DIRECTOR OF UTILITY SERVICES

**PREPARED & STAFFED BY:** MICHAEL C. HOTCHKISS, P.E., CAPITAL PROJECTS MANAGER *MH*  
L.R. BROWN, P.E., ENVIRONMENTAL ENGINEER *ZB*

**SUBJECT:** CONSULTING SERVICES WORK ORDER NO. 2 (UTILITY) WITH  
CARTER ASSOCIATES, INC. FOR SURVEY SERVICES FOR THE  
BIOSOLIDS HANDLING FACILITY – UCP 2697

---

**BACKGROUND AND ANALYSIS:**

Relocation of the Biosolids Handling System was awarded to Summit Construction Management, Inc. on February 10, 2009. Associated with this work, is a new electrical feed system and the installation of a new underground electrical feeder at the land fill site.

On November 6, 2007, the County approved a service contract with Carter Associates, Inc., (Consent Agenda Item 7Q), for various surveying and mapping services under contract No. 0725 for years 2008 and 2009. The attached proposal from Carter Associates, Inc., Work Order No. 2 (Utility) would provide an easement survey and description for FP&L's overhead and underground lines on the landfill property.

**RECOMMENDATION:**

The staff of the Department of Utility Services recommends that the Board of County Commissioners approve Work Order No. 2 with Carter Associates, Inc. in the amount of \$2,340.00 for survey services associated with granting a utility easement to FP&L, and authorize the Chairman to execute same as presented.

**ATTACHMENT:**

1. Work Order No. 2, in the amount of \$2,340.00 for survey services from Carter Associates, Inc.

## FUNDING:

Funding for Work Order No. 2, in the amount of \$2,340.00 for survey services from Carter Associates, Inc. for the relocation of the Biosolids Handling Facility project is available in the Utility R & R – New Sludge Facility account in the Utilities Fund.

| ACCOUNT NAME                | ACCOUNT NUMBER         | AMOUNT     |
|-----------------------------|------------------------|------------|
| R & R – New Sludge Facility | 471-23536-044699-06511 | \$2,340.00 |

## APPROVED FOR AGENDA:

BY: Joseph A. Baird  
Joseph A. Baird, County Administrator

FOR: April 7, 2009  
Date

| Indian River County | Approved | Date    |
|---------------------|----------|---------|
| Admin               | (P)      | 4-2-09  |
| Legal               | MSB      | 3/31/09 |
| Budget              | M        | 3/31/09 |
| Dept                | AB       | 4/26/09 |
| Dept.               |          |         |

# *Board of County Commissioners*

1810 25th Street  
Vero Beach, Florida 32960  
Telephone: (772) 567-8000  
FAX: (772) 778-9391

## **WORK ORDER NO. 2 (Utilities 2009)**

FOR

PROFESSIONAL SURVEYING SERVICES AGREEMENT  
FOR ANNUAL SURVEYING AND MAPPING SERVICES, CONTRACT 0725  
WITH  
**CARTER ASSOCIATES, INC.**  
**Bio Solids Dewatering Facility**  
**Survey Services**

March 17, 2009

This Work Order No. 2 (Utilities 2009) is in accordance with the existing AGREEMENT dated November 6th, 2007 between Carter Associates, Inc. (**SURVEYOR**) and Indian River County (**COUNTY**).

### **SECTION I – PROJECT LIMITS:**

Professional Surveying Service will be performed within a Part of Section 36, Township 33 South, Range 38 East, Indian River County, Florida at the Indian River County Solid Waste Disposal District Landfill Facility, site address of 1375 74<sup>th</sup> Avenue.

### **SECTION II – SCOPE OF SERVICES:**

This Work Order No. 2 (Utilities 2009) is for providing all Professional Survey services related to the location, establishment and preparation of a Florida Power and Light Utility easement:

Field and Office Tasks:

- 1.) Coordinate with Indian River County Utilities Department, Summit Construction and Camp Dresser and McKee (CDM) on proposed underground utilities layout;
- 2.) Recover, reconnoiter and verify local property corners and right-of-way for 74<sup>th</sup> Avenue; locate existing lift station and existing over head utility pole for proposed utilities alignment;
- 3.) Coordinate with and meet with Dennis Pagano of Florida Power and Light (FP&L) onsite for new pole locations and layout;
- 4.) Review and utilize digital plans and North American Datum of 1983/Adjustment of 1999, Florida State Plane Coordinates (East Zone-901) provided by Indian River County for proposed easement alignment, location and preparation of sketch and description;
- 5.) Complete and furnish the FP&L application for easement and provide sketch and description of new proposed utility installation to Indian River County for recording;
- 6.) Layout/stake pole locations for Summit Construction, if necessary.

### **SECTION III – TIME FOR COMPLETION:**

All tasks outlined shall be completed, in its entirety within 30 working days of notice to proceed. (The County shall be notified upon completion of tasks and/or of any delay beyond specified periods).

#### **SECTION IV – DELIVERABLES:**

Final (100%) submittal shall consist of Four (4) certified final survey "hardcopies" and an electronic file/disc in state plane geometry (AutoCAD 2009 or previous versions) shall be delivered upon completion.

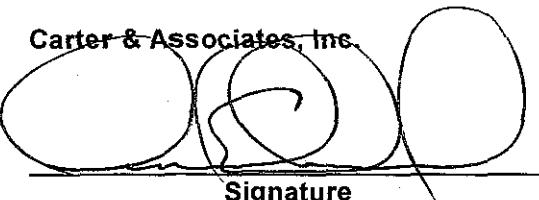
#### **SECTION IV – COMPENSATION:**

The COUNTY agrees to pay, and the SURVEYOR agrees to accept, a fee for services rendered according to the "Scope of Services" identified in Section I, II, III and IV of this Work Order No 2 (Utilities 2009), a Lump Sum of \$2,340.00.

All invoicing shall be supported with documentation (Man hours) of time and materials spent prior to payments.

The AGREEMENT is hereby amended as specifically set forth herein. All remaining sections of the AGREEMENT shall remain in full force and effect, and are incorporated herein.

Carter & Associates, Inc.

  
Signature

DAVID E. LUETTSE, V.P.

Printed Name and Title

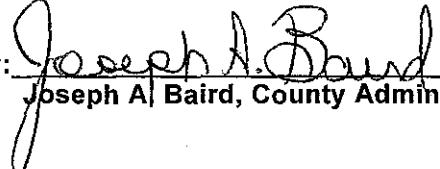
Indian River County, Florida  
Board of County Commissioners

By: \_\_\_\_\_  
Wesley S. Davis Chairman

Attest: J. K. Barton, Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Approved:

By:   
Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

  
Marian E. Fell, Sr. Assistant County Attorney

**INDIAN RIVER COUNTY, FLORIDA  
DEPARTMENT OF UTILITY SERVICES  
AGENDA ITEM**

---

**DATE:** MARCH 30, 2009

**TO:** JOSEPH A. BAIRD, COUNTY ADMINISTRATOR  
*Joe*

**FROM:** W. ERIK OLSON, DIRECTOR OF UTILITY SERVICES

**PREPARED &  
STAFFED BY:** MICHAEL C. HOTCHKISS, P.E., CAPITAL PROJECTS *MH*  
MANAGER, GORDON SPARKS, P.E., ENVIRONMENTAL *GES*  
ENGINEER

**SUBJECT:** APPROVAL FOR ADDITIONAL MATERIALS AND  
AMENDMENT NO. 1 TO WORK AUTHORIZATION DIRECTIVE  
NO. 2007-006 FOR ADDITIONAL LABOR AND APPROVAL OF  
FINAL PAY TO DERRICO CONSTRUCTION CORPORATION  
FOR UTILITY CONFLICT RESOLUTIONS ON US 1 AT OSLO  
ROAD.

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**BACKGROUND AND ANALYSIS:**

The Utilities Department received a letter dated February 12, 2007 from the Florida Department of Transportation's (FDOT) consultant describing a widening and reconstruction project that included potential conflicts with existing water and sewer utilities that the Utilities Department would have to resolve. Staff of the Utilities Department prepared a cost estimate to resolve the conflicts using the Utilities Department Labor Contractors. On June 19, 2007 the Board of County Commissioners (BCC) approved the purchase of a total amount of \$441,291.13 for County purchased materials and Work Authorization Nos. 2007-005 (\$523,540.16) and 2007-006 (\$122,231.45) with Underground Utilities, Inc and Derrico Construction Corporation, respectively, for labor in the total amount of \$645,771.61. On February 10, 2009 an agenda item that included Amendment No. 1 to Work Authorization No. 2007-005 was approved by the BCC which brought the total for materials to \$643,608.41 and the total for labor to \$843,966.45.

In comparing the construction plans with actual field conditions, there were a number of conflicts that were not originally identified. Also, field conditions called for the addition of line stops on water mains because of valves that were either not operational or non-existent, in addition to well point dewatering of wet soil conditions and additional excavation, fill, pipe and fittings installation that was not budgeted. An 80' directional drill was deleted from the project due to a design change. However, 140' of directional drill was required because of unknown underground utilities that had to be cleared. The force main also required additional tapping saddles and valves, asphalt removal,

disposal and replacement, density testing, concrete and restrained joints. The net effect of the these additions and deletions to date has resulted in having to purchase approximately \$35,000.00 in additional materials and \$10,740.42 in additional labor over what was approved by the BCC under Work Authorization No. 2007-006 for Derrico Construction Corporation. This will increase the contract amount with Derrico Construction Corporation to \$132,971.87. Application for Payment No. 4 Final (See Attachment 1) was received from Derrico Construction Corporation on March 17, 2009 for \$40,423.20, which includes the additional \$10,740.42 in labor. To date Derrico Construction Corporation has been paid \$92,548.67. Payment of the \$40,423.20 to Derrico Construction Corporation will satisfy the County's obligation to the contractor. This would bring the total to \$678,608.41 for materials and \$854,706.87 for labor and a project total cost of \$1,533,315.28 to date. Construction of other utility conflict resolutions is still being completed under Work Authorization No. 2007-005 by Underground Utilities, Inc.

#### RECOMMENDATION:

The staff of Utility Services recommends that the Board of County Commissioners approve an increase in the amount of \$35,000.00 for materials, approve Amendment No. 1 to Work Authorization Directive 2007-006 (See Attachment 2) in the amount of \$10,740.42 and authorize the Chairman to execute same, as presented, and approve Application for Payment No. 4 Final from Derrico Construction Corporation for \$40,423.20

#### ATTACHMENTS:

- 1 Application for Payment No. 4 Final from Derrico Construction Corp.
- 2 Amendment No. 1 to Work Authorization Directive 2007-006

#### FUNDING:

Funding for final payment to Derrico Construction Corporation is available in the US 1 account in the US 1 from the South Relief Canal to South of Oslo Rd. Utilities Fund.

| ACCOUNT NUMBER        | ACCOUNT NAME                                          | AMOUNT      |
|-----------------------|-------------------------------------------------------|-------------|
| 47123536-044699-07522 | US 1 from the South Relief Canal to South of Oslo Rd. | \$40,423.20 |

#### APPROVED FOR AGENDA:

BY Joseph A. Baird  
Joseph A. Baird, County Administrator  
  
FOR April 7, 2009  
Date

| Indian River County | Approved | Date    |
|---------------------|----------|---------|
| Admin               |          | 4-2-09  |
| Legal               |          | 3/31/09 |
| Budget              |          | 4/1/09  |
| Dept                |          | 3/31/09 |

## SECTION 00622 - Contractor's Application for Final Payment

For Work Accomplished through the period of February 1, 2008 Application for Payment No. 4,  
through March 16, 2009 .

To: INDIAN RIVER COUNTY (OWNER)  
From: DERRICO CONSTRUCTION CORPORATION (CONTRACTOR)  
Contract: UCP # 2952  
Project: US1 from The South Relief Canal to 1500 Feet South of 9<sup>th</sup> Street (Oslo Rd.) Conflicts with FDOT Drainage  
OWNER's Contract No. WIP # 47123536-044699-07522 ENGINEER's Contract No. \_\_\_\_\_  
ENGINEER \_\_\_\_\_

### (1) Attach detailed schedule and copies of all paid invoices.

|                                                                   |              |
|-------------------------------------------------------------------|--------------|
| 1. Original Contract Price:                                       | \$122,231.45 |
| 2. Net change by Change Orders and Written Amendments (+ or -):   | \$10,740.42  |
| 3. Current Contract Price (1 plus 2):                             | \$132,971.87 |
| 4. Total completed and stored to date:                            | \$132,971.87 |
| 5. Retainage (per Agreement):                                     |              |
| 0% of completed Work:                                             | \$0          |
| 0% of retainage:                                                  | \$0          |
| Total Retainage:                                                  | \$0          |
| 6. Total completed and stored to date less retainage (4 minus 5): | \$132,971.87 |
| 7. Less previous Application for Payments:                        | \$92,548.67  |
| 8. DUE THIS APPLICATION (6 MINUS 7):                              | \$40,423.20  |

### CONTRACTOR'S CERTIFICATION:

I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work and payment received from the last request for payment has been used to make payments to all subcontractors, laborers, material men and suppliers, except as noted below.

The acceptance of final payment shall be and shall operate as a release of the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with

00622 - Contractor's Application for Final Payment - Per Marian

this Work and for every act and neglect of the OWNER and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the Contract Documents or the Payment and Performance Bonds.

Dated 3/17/2009

By:

Derrico Construction Corporation  
(CONTRACTOR)

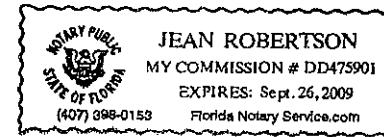
Joh L. Robertson

State of Florida

County of Brevard

Subscribed and sworn to before me this 17th  
day of March 2009

Notary Public Jean Robertson  
My Commission expires: Sept. 26, 2009



**CERTIFICATION OF ARCHITECT OR CONSULTING ENGINEER (WHERE APPLICABLE):**

I certify that I have checked and verify the above and foregoing Periodic Estimate for Partial Payment; that to the best of my knowledge and belief it is a true and correct statement of the work performed and/or material supplied by the Contractor.

Dated 3-17-09

Gordon Sparks  
(ARCHITECT / ENGINEER) SIGNATURE

**CERTIFICATION OF ENGINEER / INSPECTOR:**

I have checked the estimate against the Contractor's Schedule of Amounts for Contract Payments and the notes and reports of my inspections of the project. It is my opinion that this statement of work performed and/or materials supplied is accurate, that the Contractor is observing the requirements of the Contract, and that the Contractor should be paid the amount requested above.

Dated 3-17-09

Gordon Sparks  
(ARCHITECT / ENGINEER) SIGNATURE

Accompanying Documentation: \_\_\_\_\_

\*\* END OF SECTION \*\*

00622 - Contractor's Application for Final Payment - Per Marian

SUBCONTRACTOR'S PAYMENT REQUEST

SUBMITTED BY: DERRICO CONSTRUCTION CORPORATION  
Post Office Box 361177  
Melbourne, FL 32936-1177

SUBMITTED TO: INDIAN RIVER COUNTY DEPARTMENT OF UTILITIES  
1801 27th Street  
Vero Beach, FL 32960

PROJECT NAME: IRC - US1 from The South Relief Canal to 1500 Feet South of  
9th Street SE (Oslo Rd.) Conflicts with FDOT Drainage

DESCRIPTION: UCP #2952, WIP #47123536-044699-07522

PERIOD ENDING: March 31, 2009

PAY REQUEST: #4 - Final

|                          |                      |
|--------------------------|----------------------|
| ORIGINAL CONTRACT AMOUNT | \$ 122,231.45        |
| APPROVED CHANGE ORDERS   | \$ 10,740.42         |
| TOTAL REVISED CONTRACT   | \$ <u>132,971.87</u> |

|                                   |                     |
|-----------------------------------|---------------------|
| TOTAL COMPLETED TO DATE           | \$ 132,971.87       |
| MATERIALS STORED                  | \$ 0.00             |
| TOTAL COMPLETED AND STORED        | \$ 132,971.87       |
| RETAINAGE (10%)                   | \$ 0.00             |
| TOTAL EARNED LESS RETAINAGE       | \$ 132,971.87       |
| LESS BILLED ON PREVIOUS ESTIMATES | \$ 92,548.67        |
| PAYOUT DUE                        | \$ <u>40,423.20</u> |

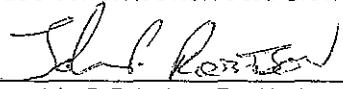
RELEASE

The undersigned certifies that all material, labor or services for which payment is requested have been fully paid for; and the above project cannot be liened or made claim to by anyone who has furnished material, labor or services to the undersigned; and the undersigned hereby releases Indian River County from further liability for materials, labor or services furnished by the undersigned through this pay period.

This release becomes in full force and effect upon receipt by the undersigned of the "current payment due" amount, shown above.

Date: 3/17/2009

DERRICO CONSTRUCTION CORPORATION

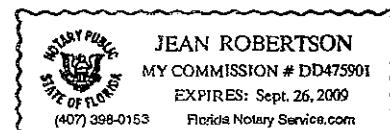
By:   
John P. Robertson, President

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 17 day of March, 2009 by John P. Robertson, President of DERRICO CONSTRUCTION CORPORATION, a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.

  
NOTARY PUBLIC

My Commission Expires:



SUBCONTRACTOR'S PAYMENT REQUEST

RE: UCP #2852, WIP #47123536-044699-07522  
 IRC - US1 from The South Relief Canal to 1500  
 Feet South of 9th Street SE (Oslo Rd.)

CONTRACTOR: DERRICO CONSTRUCTION CORPORATION  
 Post Office Box 361177  
 Melbourne, FL 32936-1177

APPLICATION NO: 4  
 APPLICATION DATE: 3/16/2009  
 PERIOD FROM: 2/1/2009  
 PERIOD TO: 3/16/2009

| A                                                                | B                                                                  | C       | D                   | E              | F                 | G                | H              |               |               |                   |
|------------------------------------------------------------------|--------------------------------------------------------------------|---------|---------------------|----------------|-------------------|------------------|----------------|---------------|---------------|-------------------|
|                                                                  | Description                                                        | Units   | Contract Unit Price | Contract Total | Previous Quantity | Current Quantity | Previous Total | Current Total | Total To Date | Balance To Finish |
| 63                                                               | Mobilization, Demobilization, MOT                                  | 1 7%    | 7,269.50            | 7,269.50       | 1                 | 0                | 1              | 7,269.50      | 0.00          | 7,269.50          |
| 06h                                                              | 665+95.91 - (20" Water Main) Install 24" HDPE in Open Cut Trench   | 0 LF    | 110.00              | 0.00           | 0                 | 0                | 0              | 0.00          | 0.00          | 0.00              |
| 7                                                                | Fillings                                                           | 0 Tons  | 1,665.00            | 0.00           | 0                 | 0                | 0              | 0.00          | 0.00          | 0.00              |
| 10d                                                              | Remove and Dispose of Pipe 18" through 20"                         | 0 LF    | 27.00               | 0.00           | 0                 | 0                | 0              | 0.00          | 0.00          | 0.00              |
| 15i                                                              | Install and Remove Line Stop on 20" WM, Includes Restraining Exist | 1 EA    | 18,000.00           | 18,000.00      | 0                 | 1                | 1              | 0.00          | 18,000.00     | 18,000.00         |
| 18h                                                              | Install 20" NRS GV & B                                             | 0 EA    | 900.00              | 0.00           | 0                 | 0                | 0              | 0.00          | 0.00          | 0.00              |
| 06g                                                              | 661+13.61 - (18" Force Main) Install 20" HDPE in Open-Cut Trench   | 80 LF   | 105.00              | 8,400.00       | 80                | 0                | 80             | 8,400.00      | 0.00          | 8,400.00          |
| 661+13.61 - (18" Force Main) Install 20" HDPE in Open-Cut Trench | 80 LF                                                              | 70.00   | 5,600.00            | 5,600.00       | 80                | 0                | 80             | 5,600.00      | 0.00          | 5,600.00          |
| 661+13.61 - (18" Force Main) Install 20" HDPE in Open-Cut Trench | 220 LF                                                             | 175.00  | 38,500.00           | 38,500.00      | 220               | 0                | 220            | 38,500.00     | 0.00          | 38,500.00         |
| 7                                                                | Fillings                                                           | 1 Tons  | 1,665.00            | 1,665.00       | 1                 | 0                | 1              | 1,665.00      | 0.00          | 1,665.00          |
| 10d                                                              | Remove and Dispose of Pipe 18" through 20"                         | 80 LF   | 27.00               | 2,160.00       | 80                | 0                | 80             | 2,160.00      | 0.00          | 2,160.00          |
| 15h                                                              | Install and Remove Line Stop on 18" FM, Includes Restraining Exist | 1 EA    | 16,375.00           | 16,375.00      | 1                 | 0                | 1              | 16,375.00     | 0.00          | 16,375.00         |
| 18h                                                              | Install 20" NRS GV & B                                             | 2 EA    | 900.00              | 1,800.00       | 2                 | 0                | 2              | 1,800.00      | 0.00          | 1,800.00          |
| 86                                                               | 16" Restraints                                                     | 4 EA    | 650.00              | 2,600.00       | 4                 | 0                | 4              | 2,600.00      | 0.00          | 2,600.00          |
| 291                                                              | 16" DR-18 Pipe                                                     | 112 LF  | 28.00               | 2,912.00       | 112               | 0                | 112            | 2,912.00      | 0.00          | 2,912.00          |
| 12                                                               | Thrust Block                                                       | 3 CY    | 300.00              | 900.00         | 3                 | 0                | 3              | 900.00        | 0.00          | 900.00            |
| Concrete for Thrust Block                                        |                                                                    | 1 LS    | 410.36              | 410.36         | 1                 | 0                | 1              | 410.36        | 0.00          | 410.36            |
| 14 d                                                             | 18" x 16" Saddle & Tap Valve                                       | 1 EA    | 1,300.00            | 1,300.00       | 1                 | 0                | 1              | 1,300.00      | 0.00          | 1,300.00          |
| 14 g                                                             | 16" x 16" Saddle & Tap Valve                                       | 1 EA    | 1,300.00            | 1,300.00       | 1                 | 0                | 1              | 1,300.00      | 0.00          | 1,300.00          |
| 61a                                                              | Well Point Each Tef Depth                                          | 1 LS    | 1,300.00            | 1,300.00       | 1                 | 0                | 1              | 1,300.00      | 0.00          | 1,300.00          |
| 61b                                                              | Add Points for longer area                                         | 30 EA   | 20.00               | 600.00         | 30                | 0                | 30             | 600.00        | 0.00          | 600.00            |
| 60                                                               | Density Test and Proctor                                           | 16 EA   | 150.00              | 2,400.00       | 6                 | 10               | 16             | 900.00        | 1,500.00      | 2,400.00          |
| 58                                                               | Load & Haul Debris to Landfill                                     | 25 Ton  | 50.00               | 1,250.00       | 25                | 0                | 25             | 1,250.00      | 0.00          | 1,250.00          |
| 22                                                               | Potholes                                                           | 32 EA   | 220.00              | 7,040.00       | 32                | 0                | 32             | 7,040.00      | 0.00          | 7,040.00          |
| 45b                                                              | Install 2" Air Release Valve and Manhole Structure on Water Main   | 0 EA    | 450.00              | 0.00           | 0                 | 0                | 0              | 0.00          | 0.00          | 0.00              |
| 45d                                                              | Install 4" Air Release Valve and Manhole Structure on Sewer Main   | 1 EA    | 550.00              | 550.00         | 1                 | 0                | 1              | 550.00        | 0.00          | 550.00            |
| 48a                                                              | Saw Cut, Remove ad Dispose of Asphalt                              | 20 TONS | 25.00               | 500.00         | 0                 | 20               | 20             | 0.00          | 500.00        | 500.00            |
| 48c                                                              | Install Asphaltic Cement-Type S-3 AC - 200 Tons or under           | 20 TONS | 150.00              | 3,000.00       | 0                 | 20               | 20             | 0.00          | 3,000.00      | 3,000.00          |
| Asphalt Materials                                                |                                                                    | 20 TONS | 316.67              | 6,333.40       | 0                 | 20               | 20             | 0.00          | 6,333.40      | 6,333.40          |
| 51a                                                              | Install Asphaltic Concrete - Flowable Fill                         | 4 SY    | 100.00              | 400.00         | 0                 | 4                | 4              | 0.00          | 400.00        | 400.00            |
| Concrete Materials                                               |                                                                    | 1 LS    | 406.61              | 406.61         | 0                 | 1                | 1              | 0.00          | 406.61        | 406.61            |
| Subtotal Sewer System Labor                                      |                                                                    |         |                     | 116,062.36     |                   |                  |                |               |               |                   |
| Subtotal Sewer System Labor, Mob., Demob., MOT                   |                                                                    |         |                     | 122,331.86     |                   |                  |                |               |               |                   |
| IRCDUS Contingency Account                                       | 1 Allow                                                            | 10%     |                     | 12,233.19      |                   |                  |                |               |               |                   |
| TOTAL PROJECT                                                    |                                                                    |         |                     |                |                   |                  | 102,831.85     | 30,140.01     | 132,971.87    | 0.00              |

Materials Stored:

|                             |            |
|-----------------------------|------------|
| VALUE OF COMPLETED WORK     | 132,971.87 |
| MATERIALS STORED            | 0.00       |
| TOTAL COMP & MATLS STORED   | 132,971.87 |
| LESS RETAINAGE @ 0%         |            |
| NET WORK TO DATE            | 132,971.87 |
| LESS BILLED ON PREVIOUS EST | 92,548.67  |
| NET EARNED THIS ESTIMATE    | 40,423.20  |

# CONTRACT RECONCILIATION

## DERRICO CONSTRUCTION CORPORATION

Post Office Box 361177  
 Melbourne, FL 32936-1177  
 Phone: (321) 254-2291  
 Fax: (321) 242-7937

INDIAN RIVER COUNTY  
 1801 27th Street  
 Vero Beach 32960-3388

|                |                         |
|----------------|-------------------------|
| Date:          | Job No.:                |
| March 18, 2009 | 08-383                  |
| Attention:     | Gordon Sparks           |
| RE:            | Oslo Road & US1         |
|                | Contract Reconciliation |
|                |                         |
|                |                         |
|                |                         |
|                |                         |

| Item #                  | Quantity | Unit | Description                                          | Unit Price | Price              |
|-------------------------|----------|------|------------------------------------------------------|------------|--------------------|
| <b>CREDITS</b>          |          |      |                                                      |            |                    |
| 06h                     | 80       | LF   | 665+95.91 - (20" Water Main) Install 24" HDPE in Op  | 110.00     | \$8,800.00         |
| 7                       | 1        | Tons | Fittings                                             | 1,665.00   | \$1,665.00         |
| 10d                     | 80       | LF   | Remove and Dispose of Pipe 18" through 20"           | 27.00      | \$2,160.00         |
| 15i                     | 1        | EA   | Install and Remove Line Stop on 20" WM, includes R   | 18,000.00  | \$18,000.00        |
| 18h                     | 2        | EA   | Install 20" NRS GV & B                               | 900.00     | \$1,800.00         |
| 15h                     | 1        | EA   | Install and Remove Line Stop on 18" FM, includes Re  | 16,375.00  | \$16,375.00        |
| 45b                     | 1        | EA   | Install 2" Air Release Valve and Manhole Structure o | 450.00     | \$450.00           |
|                         | 1        | LS   | IRCDUS Contingency Account                           | 11,111.95  | \$11,111.95        |
|                         |          |      | <b>TOTAL CREDITS</b>                                 |            | <b>\$60,361.95</b> |
| <b>ADDITIONAL ITEMS</b> |          |      |                                                      |            |                    |
| 06g                     | 80       | LF   | 661+13.61 - (18" Force Main) Install 20" HDPE in Op  | 70.00      | \$5,600.00         |
| 06g                     | 220      | LF   | 661+13.61 - (18" Force Main) Install 20" HDPE in Op  | 175.00     | \$38,500.00        |
| 86                      | 4        | EA   | 16" Restraints                                       | 650.00     | \$2,600.00         |
| 291                     | 112      | LF   | 16" DR-18 Pipe                                       | 26.00      | \$2,912.00         |
| 12                      | 3        | CY   | Thrust Block                                         | 300.00     | \$900.00           |
|                         | 1        | LS   | Concrete for Thrust Block                            | 410.36     | \$410.36           |
| 14 d                    | 1        | EA   | 18" x 16" Saddle & Tap Valve                         | 1,300.00   | \$1,300.00         |
| 14 e                    | 1        | EA   | 16" x 16" Saddle & Tap Valve                         | 1,300.00   | \$1,300.00         |
| 61a                     | 1        | LS   | Well Point Each Tier Depth                           | 1,300.00   | \$1,300.00         |
| 61b                     | 30       | EA   | Add Points for longer area                           | 20.00      | \$600.00           |
| 60                      | 16       | EA   | Density Test and Proctor                             | 150.00     | \$2,400.00         |
| 22                      | 12       | EA   | Potholes                                             | 220.00     | \$2,640.00         |
| 48a                     | 20       | TON  | Saw Cut, Remove ad Dispose of Asphalt                | 25.00      | \$500.00           |
| 48c                     | 20       | TON  | Install Asphaltic Cement-Type S-3 AC - 200 Tons or   | 150.00     | \$3,000.00         |
|                         | 20       | TON  | Asphalt Materials                                    | 316.67     | \$6,333.40         |
| 51a                     | 4        | SY   | Install Asphaltic Concrete - Flowable Fill           | 100.00     | \$400.00           |
|                         | 1        | LS   | Concrete Materials                                   | 406.61     | \$406.61           |
|                         |          |      | <b>TOTAL ADDITIONAL ITEMS</b>                        |            | <b>\$71,102.37</b> |
|                         |          |      | <b>TOTAL ADDITIONAL WORK - CREDITS</b>               |            | <b>\$10,740.42</b> |

Accepted:

Gordon Sparks 3/18/09

Signature

SIGNED:

John P. Robertson

Title

**AMENDMENT NO. 1 TO WORK AUTHORIZATION DIRECTIVE NO. 2007-006  
AND CONTRACT EXTENSION AGREEMENT**

This Amendment No.1 to Work Authorization Directive 2007-006 and Contract Extension Agreement ("Amendment") is entered into this 7<sup>th</sup> day of April, 2009, nunc pro tunc to March 17, 2009, pursuant to that certain Standard Form Agreement Between Owner and Contractor on the Basis of a Stipulated Price entered into as of February 6, 2007 ("Amendment") by and between Indian River County, a political subdivision of the State of Florida ("County") and Underground Utilities, Inc. ("Contractor").

1. The COUNTY has selected the Contractor to perform work as set forth in Work Authorization Directive 2007-006 dated as of June 19, 2007.

2. The COUNTY and the Contractor desire to amend Work Authorization Directive 2007-006 as set forth in Exhibit 1 attached to this Amendment and made a part hereof by this reference, all in accordance with the terms and provisions set forth in the Agreement.

3. The County and the Contractor agree to amend article 3 of the Agreement to extend the term of the Agreement to May 15, 2009. The County and the Contractor acknowledge and agree that the extension of the term of the Agreement is not a renewal, and will allow completion of previously authorized work in process and work authorized in this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONTRACTOR:

DERRICO CONSTRUCTION CORP.

BOARD OF COUNTY COMMISSIONERS

OF INDIAN RIVER COUNTY

By: John P. Robertson

Name: John P. Robertson

Title: President

By \_\_\_\_\_

Wesley S. Davis, Chairman

BCC Approved Date: \_\_\_\_\_

Attest: J.K. Barton, Clerk of Court

By \_\_\_\_\_

Deputy Clerk

Approved:

Joseph A. Baird  
Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

Marian E. Fell  
Marian E. Fell, Senior Assistant County Attorney



**INDIAN RIVER COUNTY**  
**SOLID WASTE DISPOSAL DISTRICT**  
**BOARD MEMORANDUM**




---

Date: March 31, 2009  
 To: Joseph A. Baird, County Administrator  
 Thru: W. Erik Olson, Director of Utility Services  
 From: Himanshu H. Mehta, P.E., Managing Director, Solid Waste Disposal District *H.M.*  
 Subject: Approval of Easement to the City of Fellsmere for the Fellsmere Customer Convenience Center

---

**BACKGROUND:**

The Solid Waste Disposal District (SWDD) has completed Phase I construction of the new Fellsmere Customer Convenience Center. In connection therewith, the City of Fellsmere required an Easement and Bill of Sale from SWDD for the transfer of the water lines and fire hydrant.

**RECOMMENDATION:**

Staff recommends that the SWDD Board approve the Easement and Bill of Sale and authorize the Chairman to execute same in the form presented.

**APPROVED FOR AGENDA:**

By: Joseph A. Baird  
 Joseph/A. Baird, County Administrator  
 For: April 7, 2009  
 Date

| Indian River Co. | Approved           | Date   |
|------------------|--------------------|--------|
| Administration   | <i>(Signature)</i> | 4/2/09 |
| SWDD Director    | <i>(Signature)</i> | 4/1/09 |
| Budget           | <i>(Signature)</i> | 4/1/09 |
| Legal            | <i>(Signature)</i> | 4/1/09 |

**EASEMENT AND BILL OF SALE OF UTILITY FACILITIES  
TO  
CITY OF FELLSMERE, FLORIDA**

**KNOW ALL MEN BY THESE PRESENTS**, that:

INDIAN RIVER COUNTY SOLID WASTE DISPOSAL DISTRICT, a dependent special district of Indian River County, Florida, whose mailing address is: 1325 74<sup>th</sup> Avenue, Vero Beach, Florida 32968, hereinafter called GRANTOR, in consideration of value received, the receipt and sufficiency of which is hereby acknowledged, has and does hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the CITY OF FELLSMERE, a municipal corporation created pursuant to the laws of the State of Florida, the address of which is 21 South Cypress Street, Fellsmere, Florida 32948, hereinafter called GRANTEE, a perpetual easement and right of way for UTILITY PURPOSES over, across, and beneath the following described land, situate, in the City of Fellsmere, Florida, for the purpose of installing, replacing, repairing, and maintaining the hereinafter described utilities, and further sells, assigns or conveys title to all utility facilities now installed by or on behalf of GRANTOR, to-wit:

**EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**  
(Description of Real Property and List of Utility Equipment)

And GRANTOR hereby warrants to the GRANTEE that it is lawfully seized of free and unencumbered title to the above-described real estate and facilities conveyed hereby; that all persons or entities which have supplied labor or materials with respect to these facilities have been paid in full; that none of them has any claim whatsoever with respect thereto, and that the GRANTOR has full authority to make this conveyance and will warrant and defend the granting and sale of said property and utility facilities hereby made unto GRANTEE against the lawful claims and demands of all persons whomsoever.

GRANTOR hereby further warrants that should the above described utility facilities fail or otherwise become defective during a period of three (3) years from the date of acceptance of same by GRANTEE, due to defective materials or workmanship, GRANTOR shall upon each occasion be responsible in all respects for such failure or defect and shall correct same at GRANTOR's sole cost and without expense to GRANTEE upon reasonable notice by GRANTEE. GRANTOR shall be solely liable and shall save GRANTEE harmless from any direct or consequential damage attributable to such failure or defect. GRANTOR hereby also assigns all its right, title, and interest in and to manufacturer's or supplier's warranties with respect to the described facilities.

IN WITNESS WHEREOF, the GRANTOR has herein set its hand and seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009.

Signed, sealed, and delivered  
in the presence of:

INDIAN RIVER COUNTY SOLID  
WASTE DISPOSAL DISTRICT, a  
dependent special district of Indian  
River County, Florida

sign \_\_\_\_\_  
printed name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

sign \_\_\_\_\_  
printed name: \_\_\_\_\_

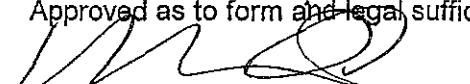
Approved by SWDD \_\_\_\_\_

ATTEST:

J. K. Barton  
Clerk of Court

By: \_\_\_\_\_  
Deputy Clerk

Approved as to form and legal sufficiency

  
Marian E. Fell  
Senior Assistant County Attorney

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2009 by \_\_\_\_\_ as \_\_\_\_\_ of  
Indian River County Solid Waste Disposal District. S/He is personally known to me or produced  
as identification.

My Commission Expires:

sign \_\_\_\_\_  
Notary Public  
printed name: \_\_\_\_\_  
Commission #: \_\_\_\_\_

Attachments: Description and Sketch of Easement  
List of Utilities Equipment  
(collectively Exhibit "A")

## SKETCH AND DESCRIPTION

10' WIDE UTILITY EASEMENT IN PART OF TRACT 1643,  
UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST,  
OF THE FELLSMERE FARMS COMPANY SUBDIVISION  
INDIAN RIVER COUNTY, FLORIDA.

### UTILITY EASEMENT DESCRIPTION:

BEING A 10 FOOT WIDE EASEMENT FOR UTILITY PURPOSES LYING IN PART OF TRACT 1643 OF UNRECORDED TOWNSHIP 31 SOUTH, RANGE 37 EAST, OF THE FELLSMERE FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS FILED IN PLAT BOOK 2, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, NOW LYING IN INDIAN RIVER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF COUNTY ROAD 512 (120 FOOT WIDE RIGHT-OF-WAY PER RIGHT-OF-WAY MAP STATE ROAD No. 512 INDIAN RIVER COUNTY SECTION 88040-2512 PLAT BOOK 10, PAGE 40, INDIAN RIVER COUNTY, FLORIDA), AS PRESENTLY OCCUPIED AT THIS LOCATION AND THE RANGE LINE BETWEEN RANGE 37 AND 38 EAST, TOWNSHIP 31 SOUTH; THENCE SOUTH 87°35'52" WEST ALONG SAID CENTERLINE A DISTANCE OF 1284.46 FEET TO THE POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 7905.73 FEET, A CENTRAL ANGLE OF 00°49'58", A CHORD BEARING OF SOUTH 88°03'16" WEST AND A CHORD DISTANCE OF 114.92 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 114.92 FEET; THENCE DEPARTING SAID CENTERLINE OF COUNTY ROAD 512, RUN NORTH 01°28'25" WEST A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 512 TO THE POINT ON CURVE AND THE POINT OF BEGINNING SAID CURVE BEING CONCAVE TO THE NORTH HAVING A RADIUS OF 7845.73 FEET, A CENTRAL ANGLE OF 00°04'23", A CHORD BEARING OF SOUTH 88°30'24" WEST AND A CHORD DISTANCE OF 10.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY OF COUNTY ROAD 512 RUN NORTH 01°28'25" WEST A DISTANCE OF 85.19; THENCE NORTH 88°31'35" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 01°28'25" EAST A DISTANCE OF 30.60 FEET; THENCE NORTH 88°31'35" EAST A DISTANCE OF 6.17 FEET; THENCE SOUTH 01°28'25" EAST A DISTANCE OF 10.00 FEET; THENCE SOUTH 88°31'35" WEST A DISTANCE OF 6.17 FEET; THENCE SOUTH 01°28'25" EAST A DISTANCE OF 44.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 913.6 SQUARE FEET MORE OR LESS

### SURVEYOR'S NOTES:

1. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED OR RESEARCHED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, RESERVATIONS, OWNERSHIP, ABANDONMENT'S, DEED RESTRICTIONS, ZONING REGULATIONS OR ADJOINING DEEDS. THIS SKETCH AND DESCRIPTION DOES NOT INTEND TO DELINATE LOCAL AREAS OF CONCERN OR ANY OTHER JURISDICTIONAL DETERMINATION.
3. BEARING DATUM AND HORIZONTAL COORDINATE VALUES ARE BASED UPON THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1999 (NAD 83/99), AND PROJECTED IN THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, Q901. DISTANCES SHOWN ARE GRID AND DISPLAYED IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF. FOR THE PURPOSE OF THIS SKETCH, THE BASIS OF BEARINGS SHALL BE THE CENTERLINE OF STATE ROAD 512 AS SHOWN HEREON.
4. A BOUNDARY SURVEY WAS NOT PERFORMED TO DELINATE THIS SKETCH AND DESCRIPTION OF EASMENT.

**EXHIBIT "A"**

THIS IS NOT A BOUNDARY SURVEY.  
THIS IS A SKETCH FOR INFORMATIONAL PURPOSES ONLY,  
THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS  
ONE IS NOT VALID WITHOUT THE OTHER.  
SEE SHEET 1 OF 2 FOR SKETCH OF EASEMENT.

**CARTER ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21st STREET 772-562-4191 (PHONE)  
VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

DWG# 18688-A  
BY: SG DATE: 1-29-09 PROJ# 08-275S SHEET 2 OF 2

## GRAPHIC SCALE

## **SKETCH AND DESCRIPTION**



( IN FEET )

1 inch = 150 ft. TRACT 1550

DEED NO. INDIAN RIVER # 30  
DEED BOOK 35, PAGE 119  
AFFECTING DEACTS 1550

10' WIDE UTILITY EASEMENT IN PART OF TRACT 1643,  
UNSURVEYED TOWNSHIP 31 SOUTH, RANGE 37 EAST,  
OF THE FELLSMERE FARMS COMPANY SUBDIVISION  
INDIAN RIVER COUNTY, FLORIDA

**LEGEND**

$$(P) = P(A)$$

(1) = PEAK

(D) = DEED CALL  
O.R.B. PG. OFFICIAL RECORDS BOOK AND PAGE

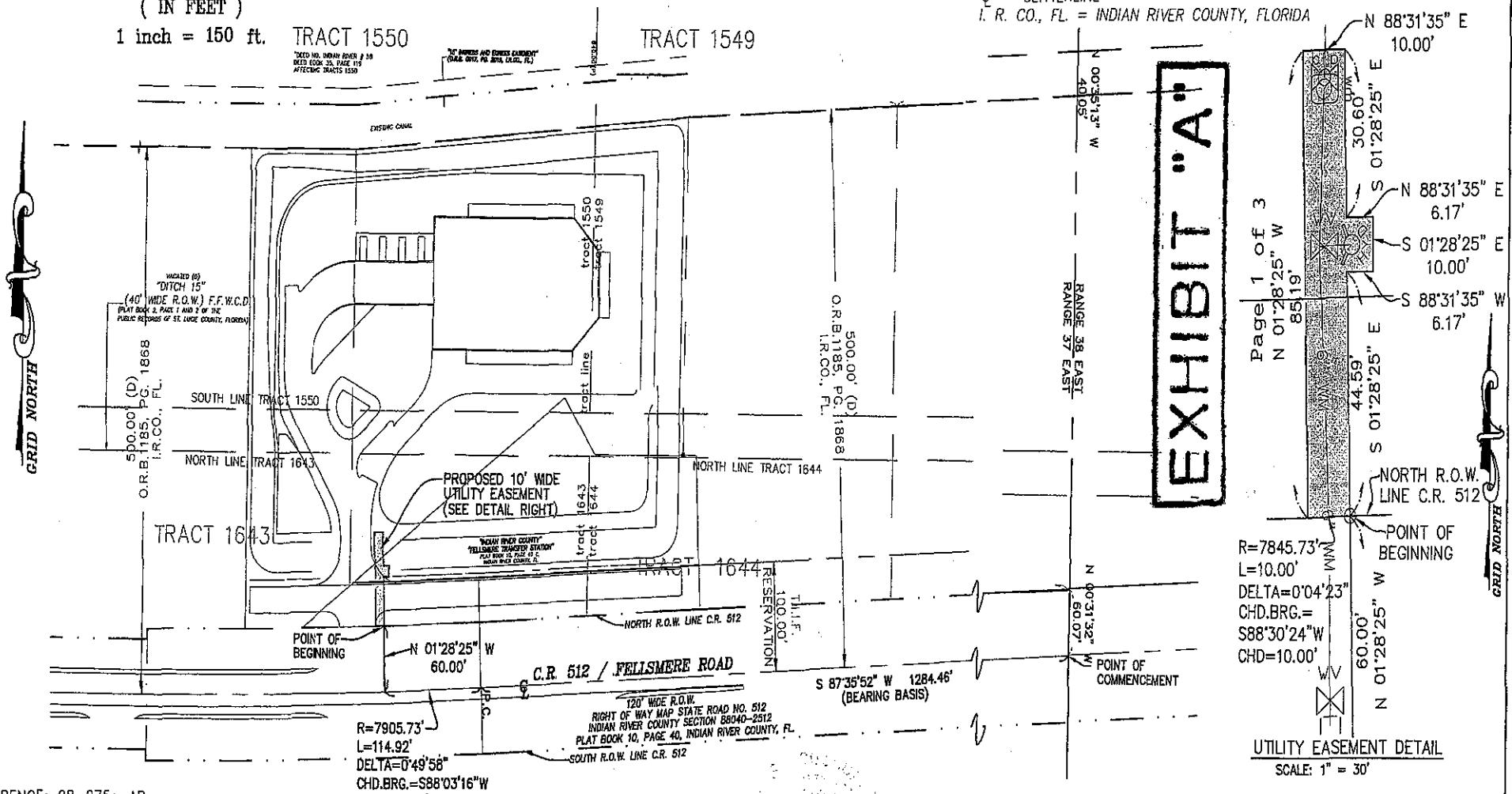
S.R.B., FG. OFFICIAL REC.  
R.O.W. = RIGHT OF WAY

R.O.W. = RIGHT OF WAY  
FFWCD = FELLSMERE FARMS WATER CONTROL DISTRICT

T.I.W.C.D. = TEESSWERE FARMS WATER CONTROL DISTRICT  
T.I.F. = TRUSTEES OF THE INTERNAL IMPROVEMENT FUND

T = TRUSTEE  
C = CENTERLINE

I. B. CO. FL = INDIAN RIVER COUNTY, FLORIDA



REFERENCE: 08-275s-AB  
E-1482-07  
06-70E

THIS IS NOT A BOUNDARY SURVEY.

THIS IS A SKETCH FOR INFORMATIONAL PURPOSES ONLY,  
THIS SKETCH AND DESCRIPTION CONSISTS OF 2 SHEETS  
ONE IS NOT VALID WITHOUT THE OTHER.  
SEE SHEET 2 OF 2 FOR EASEMENT DESCRIPTION AND  
SURVEYORS NOTES.

CERTIFIED TO:  
CITY OF FELLSMERE UTILITIES

FRANK S. CUCCURESE, P.L.S. DATE  
FLORIDA LICENSE No. 4765  
CARTER ASSOCIATES, INC. L.B. 205

**CARTER ASSOCIATES, INC.**  
CONSULTING ENGINEERS AND LAND SURVEYORS

1708 21st STREET 772-562-4191 (PHONE)  
VERO BEACH, FLORIDA 32960 772-562-7180 (FAX)

DWG# 18688-A

BY: SG DATE: 1-29-09 PROJ# 08-275S SHEET 1 OF 2

Exhibit "A" to  
 Easement and Bill of Sale  
 Page 3 of 3  
**ENGINEER'S COST ESTIMATE**  
**FELLSMERE CONVENIENCE CENTER**  
 2/20/2009

I, Steve D. Snoberger, P.E., a Florida Registered Engineer, License No. 35636, do hereby certify that this cost estimate has been prepared under my responsible direction for the "off-site" utility improvements listed below and that the total cost estimated for said improvements is \$9,731.50. This estimate has been prepared, in part, for the purposes of establishing the value of utilities to be dedicated to The City of Fellsmere associated with the Approved Fellsmere Convenience Center Site Plan.

*Steve D. Snoberger* 3/26/09  
 Steve D. Snoberger, P.E. #35636 Date

| ITEM NO. | DESCRIPTION                     | QUANTITY | UNIT   | UNIT PRICE | TOTAL AMOUNT |
|----------|---------------------------------|----------|--------|------------|--------------|
| 1.00     | <b>POTABLE WATER</b>            |          |        |            |              |
| 1.01     | 6" C-900 Water Main             | 80       | L.F.   | \$12.00    | \$960.00     |
| 1.02     | 12"x 6" Tapping Sleeve w/ Valve | 1        | EACH   | \$3,460.00 | \$3,460.00   |
| 1.03     | Fittings w/ Restrainers         | 93       | POUNDS | \$5.50     | \$511.50     |
| 1.04     | Fire Hydrant Assembly           | 1        | EACH   | \$2,900.00 | \$2,900.00   |
| 1.05     | Water Service                   | 1        | EACH   | \$900.00   | \$900.00     |
| 1.06     | Pressure Test                   | 1        | L.S.   | \$450.00   | \$450.00     |
| 1.07     | Chlorinate and Test Water Line  | 1        | L.S.   | \$550.00   | \$550.00     |
|          |                                 |          |        | Total      | \$9,731.50   |

**EXHIBIT "A"**