



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

COMMISSION AGENDA

TUESDAY, MAY 24, 2016 - 9:00 A.M.

Commission Chambers

**Indian River County Administration Complex
1801 27th Street, Building A
Vero Beach, Florida, 32960-3388
[www.ircgov.com](http://www ircgov com)**

COUNTY COMMISSIONERS DISTRICT

Bob Solari, Chairman	District 5	Joseph A. Baird, County Administrator
Joseph E. Flescher, Vice Chairman	District 2	Dylan Reingold, County Attorney
Wesley S. Davis	District 1	Jeffrey R. Smith, Clerk of the Circuit
Peter D. O'Bryan	District 4	Court and Comptroller
Tim Zore	District 3	

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|----|--|--|
| 1. | <u>CALL TO ORDER</u> | <u>9:00 A.M.</u> |
| 2. | <u>INVOCATION</u> | Jeffrey R. Smith, Clerk of the Circuit Court and Comptroller |
| 3. | <u>PLEDGE OF ALLEGIANCE</u> | Commissioner Wesley S. Davis |
| 4. | <u>ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS</u> | |
| 5. | <u>PROCLAMATIONS and PRESENTATIONS</u> | |
| A. | Presentation of Proclamation and Retirement Award Honoring Christopher Mora on His Retirement from Indian River County Board of County Commissioners Department of Public Works With Twenty-One Years of Service | |
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5. <u>PROCLAMATIONS and PRESENTATIONS</u>	
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C. Presentation of Proclamation and Retirement Award Honoring Patrick McNeal on His Retirement From Indian River County Board of County Commissioners Department of Public Works/Road & Bridge Division With Thirty-Five Years of Service	6-7
D. Presentation by Rick Hatcher, Executive Director, Treasure Coast Sports Commission on the 2016 FHSAA Girls Softball Championships at Historic Dodgertown	---
E. Presentation for the Indian River Chamber of Commerce by Dr. Tony Villamil, Washington Economics Group, of the Economic Impacts Brief – The Economic Development Return on Public Investment in Indian River County	---
6. <u>APPROVAL OF MINUTES</u>	
A. Regular Meeting of April 12, 2016	
B. Regular Meeting of April 19, 2016	
7. <u>INFORMATION ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION</u>	
A. May 25, 2016 All Aboard Florida 100% Plans – Public Review and Comment Session (memorandum dated May 16, 2016)	8
B. Proclamation and Retirement Award Honoring John “Jack” Reschak on His Retirement From Indian River County Board of County Commissioners Department of Emergency Services/Fire Rescue With Twenty-Seven Years of Service	9-10
C. Update – May 14, 2016, Sebastian Lionfish Fest (memorandum dated May 17, 2016)	11-13
D. Indian River County Event Calendar Review	14-15

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A.	Approval of Checks and Electronic Payments – May 6, 2016 to May 12, 2016 (memorandum dated May 12, 2016)	16-24
B.	Amendment No. 16 to Indian River County Civil Engineering and Land Surveying Agreement for Bridge Replacements and Widening of 66 th Avenue from South of SR60 to North of 57 th Street (memorandum dated May 11, 2016)	25-45
C.	Work Order No. 6, Kimley-Horn & Associates, Inc., Oslo Road and 66 th Avenue Intersection Improvements (memorandum dated May 12, 2016)	46-50
D.	Work Order No. 21 Ecological Associates, Inc., Sector 3 Beach Restoration Project, 2016 Post Construction Biological Monitoring Services (memorandum dated May 17, 2016)	51-64
E.	790 A1A, LLC's Request for Final Plat Approval of Sandy Lane PD (memorandum dated May 12, 2016)	65-80
F.	Renewal of Pictometry Connect Software Agreement (memorandum dated May 13, 2016)	81-91
G.	Amendment to Termination of Lease Agreement with Indian River Sports Complex 16 th Street Ballfields (memorandum dated May 16, 2016)	92-94
H.	Justice Assistance Grant – Miscellaneous Budget Amendment 018 (memorandum dated May 17, 2016)	95-97
I.	Agenda Item 8I has been removed from the agenda	98-124

9. CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES

None

10.	<u>PUBLIC ITEMS</u>	<u>PAGE</u>
A.	<u>PUBLIC HEARINGS</u>	
1.	County Initiated Request to Amend (Update) the Text of Several Elements of the County's Comprehensive Plan (memorandum dated May 6, 2016) Legislative	125-183
B.	<u>PUBLIC DISCUSSION ITEMS</u>	
(As a general rule, public discussion items should be limited to matters on which the commission may take action.)		
1.	Request to Speak from GEDC Regarding Updating Gifford Community Activities	184
2.	Request to Speak from Louis Schact Regarding St. Francis Manor Lease Options	185
C.	<u>PUBLIC NOTICE ITEMS</u>	
None		
11.	<u>COUNTY ADMINISTRATOR MATTERS</u>	
None		
12.	<u>DEPARTMENTAL MATTERS</u>	
A.	<u>Community Development</u>	
1.	Board Consideration of a Proposed Non-exclusive License Agreement with Friends of the Morningside Drive Dock, Inc., to Use and Maintain a Dock on County-owned Land off South Jungle Trail (memorandum dated May 16, 2016)	186-198
B.	<u>Emergency Services</u>	
None		
C.	<u>General Services</u>	
None		
1.	<u>Human Services</u>	
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12.	<u>DEPARTMENTAL MATTERS</u>	
C.	<u>General Services</u>	
2.	<u>Sandridge Golf Club</u>	
	None	
3.	<u>Recreation</u>	
	None	
D.	<u>Human Resources</u>	
	None	
E.	<u>Office of Management and Budget</u>	
	None	
F.	<u>Public Works</u>	
	None	
G.	<u>Utilities Services</u>	
	None	
13.	<u>COUNTY ATTORNEY MATTERS</u>	
	None	
14.	<u>COMMISSIONERS MATTERS</u>	
A.	<u>Commissioner Bob Solari, Chairman</u>	
	None	
B.	<u>Commissioner Joseph E. Flescher, Vice Chairman</u>	
	None	
C.	<u>Commissioner Wesley S. Davis</u>	
	None	
D.	<u>Commissioner Peter D. O'Bryan</u>	
	None	

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14. <u>COMMISSIONERS MATTERS</u>	
E. <u>Commissioner Tim Zorc</u>	
1. Private-Public Partnerships (memorandum dated May 16, 2016)	199-209
2. Boys and Girls Club and St. Francis Manor Ground Lease (memorandum dated May 18, 2016)	210-214

15. SPECIAL DISTRICTS AND BOARDS

A. Emergency Services District

None

B. Solid Waste Disposal District

None

C. Environmental Control Board

None

16. ADJOURNMENT

Except for those matters specifically exempted under the State Statute and Local Ordinance, the Board shall provide an opportunity for public comment prior to the undertaking by the Board of any action on the agenda, including those matters on the Consent Agenda. Public comment shall also be heard on any proposition which the Board is to take action which was either not on the Board agenda or distributed to the public prior to the commencement of the meeting.

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 at least 48 hours in advance of meeting.

Anyone who needs special accommodation with a hearing aid for this meeting may contact the Board of County Commission Office at 772-226-1490 at least 20 hours in advance of the 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, 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.*

SA

PROCLAMATION

HONORING CHRISTOPHER MORA ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF PUBLIC WORKS

WHEREAS, Chris Mora retired from Indian River County Public Works Department effective May 31, 2016; and

WHEREAS, Chris Mora began his career with Indian River County as the County Traffic Engineer in 1995. In 2006 Chris was promoted to Assistant Public Works Director, and in 2009 he was promoted to Public Works Director and continued in that capacity until his retirement. As Public Works Director, Chris was responsible for directing 200 employees in nine divisions, a \$25 million annual budget, a \$200 million capital improvement program and all activities within one of the County's largest departments. Public Works is comprised of Road & Bridge, County Engineering, Fleet Maintenance, Beach/Coastal Engineering, Stormwater Engineering, Land/Right-of-Way Acquisition, Telecommunications, Traffic Engineering, Facilities Management (from 2010) and Parks Division (until 2010); and

WHEREAS, Chris Mora implemented the County's Computerized Traffic Signal System which has grown from 47 isolated traffic signals in 1995 to 148 interconnected/coordinated signals today. Under Chris' guidance and through a series of inter-governmental agreements, all traffic signals countywide were brought under County operation and maintenance. Chris brought the state-of-the-art Traffic Management Center to the County Administration Building where traffic signals are managed from a central location. Chris acquired funding from the FDOT for many roadway, intersection and traffic improvement projects. After the devastating 2004 hurricane season, Chris replaced span-wire traffic signals with hurricane-resistant horizontal signals mounted on steel mast arms, and installed generator-ready signal cabinets for emergency power hookups. He made numerous advancements and innovations in roadway, intersection and traffic signal design, signal operation and timing, vehicle detection, video monitoring and congestion/incident management; and

WHEREAS, Chris Mora developed a fiber optic communications network which benefits all County departments. Utilizing the new fiber network and signal coordination techniques, Chris improved traffic flow on roads throughout the County.

Chris also worked to open new transportation facilities such as 53rd Street between 58th Avenue and US1 and 66th Avenue between Oslo Road and 49th Street. Roadway and street lighting improvements were done in Vero Lake Estates and Oslo Park subdivisions, as well as intersection improvement projects. Chris also fine-tuned and expanded the County petition paving and millings program. Under his direction, the Sector 3 truck-haul beach restoration project was accomplished and a new ballfield and multi-sport complex was designed and constructed at Historic Dodgertown. He was also responsible for the new traffic signal adaptive control system which is currently under construction and is expected to be completed this year; and

WHEREAS, Chris Mora has served this County and the Public with distinction and selflessness. During his twenty-one years of service, he was dedicated and his work was greatly appreciated by his employer, citizens, and co-workers alike; and

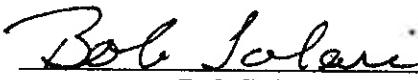
NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds Chris Mora's efforts on behalf of the County, and the Board wishes to express their appreciation for the dedicated service he has given to Indian River County for the last twenty-one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

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

Adopted this 24th day of May 2016.



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


Bob Solari
Bob Solari, Chairman

This is to certify that

Christopher Mora

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 May 2016

Joseph A. Baird
Joseph A. Baird
County Administrator

Bob Solari
Bob Solari
Board of County Commissioner, Chairman

SB

PROCLAMATION

HONORING TOMMY DUPUIS ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF EMERGENCY SERVICES/FIRE RESCUE

WHEREAS, Tommy Dupuis retired from Indian River County Fire Rescue effective May 30, 2016; and

WHEREAS, Tommy Dupuis began his career on June 13, 1986, as a Firefighter. He was honored in 1988 when he was assigned to the National Parks and Forests of Yellowstone to fight what at that time was the most severe fire in recorded history. It was said he "willingly performed seemingly herculean tasks under the most adverse of circumstances." In the late 1990's, he and his team assisted in the disposal of unexploded military ordinance from our south beaches. He was said to have "exhibited impeccable personal standards of performance forging ahead with positive energy, unbridled initiative and tireless perseverance," which he continued to portray throughout his career, whether fighting structural, brush, electrical, marine, kitchen, auto, or wild fires.

WHEREAS, Tommy Dupuis has served this County and the Public with distinction and selflessness. During his thirty years of service, he was dedicated and his work and culinary skills, have been greatly appreciated by his employer, citizens and co-workers alike; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds Tommy Dupuis' 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 thirty years; and

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

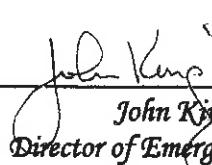
Adopted this 24th day of May 2016.



BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

A handwritten signature in black ink that reads "Bob Solari". Below the signature, the name "Bob Solari, Chairman" is printed in a smaller, sans-serif font.

*This is to certify that
Tommy Dupuis
is hereby presented this
Retirement Award
for outstanding performance and
faithful service to
Indian River County
Board of County Commissioners
For thirty years of service
On this 30th day of May 2016*


John King
Director of Emergency Services


Bob Solari
Board of County Commissioner, Chairman

5C

PROCLAMATION

HONORING PATRICK MCNEAL ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF PUBLIC WORKS/ROAD & BRIDGE DIVISION

WHEREAS, Patrick McNeal retired from Indian River County Road and Bridge Division effective May 31, 2016; and

WHEREAS, Patrick McNeal began his career with Indian River County on June 8, 1981, as a Maintenance Worker V. On March 30, 2001, his position was reclassified to Senior Maintenance Worker, and he continued in that capacity until his retirement; and

WHEREAS, Patrick McNeal has served this County and the Public with distinction and selflessness. During his thirty-five years of service, he was dedicated, and his work was greatly appreciated by the employer, citizens, and co-workers alike; and

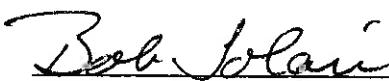
NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds Patrick McNeal's efforts on behalf of the County, and the Board wishes to express their appreciation for the dedicated service he has given to Indian River County for the last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

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

Adopted this 24th day of May 2016.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA





Bob Solari, Chairman

This is to certify that

Patrick McNeal

is hereby presented this

Retirement Award

for outstanding performance and

faithful service to

*Indian River County
Board of County Commissioners*

For thirty-five years of service

On this 31st day of May 2016



*Christopher R. Mora, PE
Director of Public Works*



*Bob Solari
Board of County Commissioner, Chairman*

7A

INDIAN RIVER COUNTY, FLORIDA BOARD MEMORANDUM

TO: Joseph A. Baird, County Administrator
FROM: Christopher R. Mora, P.E., Public Works Director
SUBJECT: May 25, 2016
All Aboard Florida 100% Plans
Public Review and Comment Session
DATE: May 16, 2016

Cm
**PUBLIC NOTICE
(INFORMATIONAL)**

It is requested that the following information be given formal consideration by the Board of County Commissioners during the regularly scheduled meeting on May 24, 2016.

DESCRIPTION AND CONDITIONS

The All Aboard Florida high-speed rail project recently submitted 100% design plans to Indian River County. The County will make these plans available for public inspection and comment as follows:

All Aboard Florida 100% Plans
Public Review and Comments
Wednesday, May 25, 2016
1:00 P.M. to 3:00 P.M.
County Administration Building B
Room B1-501

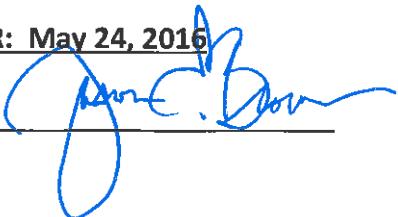
RECOMMENDATION

The recommendation of staff is to include the above referenced public meeting notice on the May 24, 2016 Board of County Commission Agenda.

APPROVED AGENDA ITEM

FOR: May 24, 2016

BY:



Indian River County	Approved	Date
Administration		5/18/16
Budget	MS	5/18/16
Legal		5-18-16
Public Works	<i>Cm</i>	5/18/16

7B

PROCLAMATION

HONORING JOHN "JACK" RESCHAK ON HIS RETIREMENT FROM INDIAN RIVER COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF EMERGENCY SERVICES/FIRE RESCUE

WHEREAS, Jack Reschak retired from Indian River County Fire Rescue effective June 3, 2016; and

WHEREAS, Jack Reschak began his career with Indian River County as a Firefighter on February 24, 1989. Soon thereafter he earned his certifications as a Smoke Diver and Open Water Diver. Through the years, while fighting fires and being active in the community, he continued his professional development with certifications in Aerial Platform Operations, Hazardous Materials, Aircraft Fire Protection and Rescue, Helicopter Ground Safety and Federal Emergency Management Administration's Incident Command series.

WHEREAS, Jack Reschak has served this County and the Public with distinction and selflessness. During his twenty-seven years of service, he was dedicated and his work has been greatly appreciated by his employer, citizens and co-workers alike; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, that the Board applauds Jack Reschak'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-seven years; and

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

Adopted this 24th day of May 2016.



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



Bob Solari, Chairman

This is to certify that

John Reschak

is hereby presented this

Retirement Award

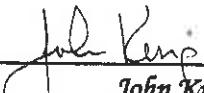
for outstanding performance and

faithful service to

*Indian River County
Board of County Commissioners*

For twenty-seven years of service

On this 3rd day of June 2016



John King
Director of Emergency Services



Bob Solari
Board of County Commissioner, Chairman

7C

INDIAN RIVER COUNTY, FLORIDA BOARD MEMORANDUM

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

THROUGH: Christopher R. Mora, P.E., Public Works Director *(P)*

THROUGH: Richard B. Szpyrka, P.E., Assistant Public Works Director *(JDG)*

THROUGH: James D. Gray, Jr., Coastal Engineer *(JDG)*

FROM: Kendra L. Cope, M.S., Environmental Specialist *(KLC)*

SUBJECT: UPDATE - May 14, 2016 Sebastian Lionfish Fest

DATE: May 17, 2016

**PUBLIC NOTICE
(INFORMATIONAL)**

REQUEST

It is requested that the following information be given formal consideration by the Board of County Commissioners during the regularly scheduled meeting on May 24, 2016.

This is an announcement to inform the residents of Indian River County about the success of the event and the summary of people impacted and fish removed. Additional information is on the event website SebastianLionfishFest.com and the County Facebook page: 2016 Sebastian Lionfish Fest.

BACKGROUND

The red lionfish is an invasive species native to the Indo-Pacific Ocean. Following their introduction and subsequent population increases in the Atlantic Ocean and Caribbean Sea, the lionfish population is now growing exponentially, causing negative impacts on indigenous marine ecosystems and fish, and indirectly economic impacts across the state. As a result, several Florida organizations, including the Florida Fish and Wildlife Conservation Commission (FWC) are promoting and sponsoring lionfish fishing tournaments and educational events throughout the State.

At the January 12th Commission meeting the board made a motion to become a supporting sponsor of the inaugural Sebastian Lionfish Fest. Since that meeting staff worked alongside the Sebastian River Area Chamber of Commerce and staff of Captain Hiram's to organize a fun interactive two-part event focused around removal (Fishing Tournament) and public awareness (cook-off and eating) of the invasive lionfish.

The event was held on May 14, 2016, the official lionfish removal and awareness day declared by FWC, at Captain Hiram's, Sebastian, Florida.

SUMMARY

- **Fishing tournament results:**
 - **31 lionfish removed during tournament**
 - 4 teams registered for the tournament
 - Smallest fish 123 mm
 - Largest fish 384 mm
 - Most fish caught by one team 24
 - Prizes given out for smallest, largest and most catch
- **Lionfish cook-off between local restaurants and chefs:** This was a kid friendly event open to the public. 10 educational vendors were set up in the parking lot outside of Captain Hiram's doing fish filleting demonstrations, stomach removal for research, fishing measuring, a live touch tank and other interactive demonstrations for families. People were encouraged to come and learn about the local lionfish problem and other coastal conservation issues from educational vendors while also having the chance to taste multiple lionfish dishes prepared by six local chefs. Eating lionfish is one of FWC's main mitigation measures for controlling the growing population of these fish. The public was encouraged to try all six different menu items and vote on their favorite dish, ultimately choosing the winner of the cook-off. 300lbs of lionfish fillets were provided for this portion of the event and all was eaten before the end of the event.
 - **1750 lionfish removed for 300lbs of fillets**
 - **20 lionfish removed and donated by fisherman for education and research**
 - Six local chefs entered into the challenge
 - Over 400 people attended the event
 - Chef Scott Varricchio from Citrus Grillhouse had most votes for best dish

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BCC Agenda Item
2016 Sebastian Lionfish Fest
May 17, 2016

FUNDING

Local Funding in the amount of \$500 was provided by Commission Sponsorship. Additional funding for this event has come from generous support from local sponsoring companies and individuals. All sponsors were recognized on the front page of the Lionfish Fest website listed above and on a sponsor banner hung at the event.

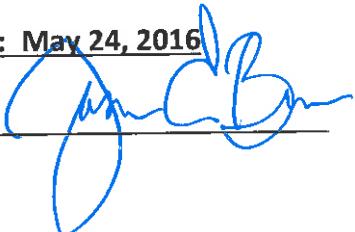
RECOMMENDATION

The recommendation of staff is to include the above referenced public meeting notice on the May 24, 2016 Board of County Commission Agenda.

APPROVED AGENDA ITEM

FOR: May 24, 2016

BY:



Indian River County	Approved	Date
Administration	MJ	5/18/16
Budget	MS	5/18/16
Legal	WHD	5-18-16
Public Works	CW	5/17/16
Coastal Eng. Division	JDG	5/17/16



IRC Event Calendar Review

For more information go to www.ircgov.com - Event Calendar

IRC MEMORIAL DAY HOURS OF OPERATION:

May 30 CLOSED:

- IRC ADMIN COMPLEX
- SHOOTING RANGE
- ALL IRC LIBRARIES

OPEN:

- GAC & NCAC: 10am-3pm
- SANDRIDGE - regular hours
- COUNTY PARKS - regular hours

Treasure Coast Jr. Tour Team Scramble Championship

June 4 @ Sandridge:

- 10am -2 pm

USSSA Schools out for Summer

June 4-5 @ Historic Dodgertown

Wabasso Church of God Speaking Engagement

June 9 @ IRC Fairgrounds

Vero Beach Classic Prospects Selects

June 10-15 @ Historic Dodgertown

5K Run/Walk - Summer Reading Kick Off!

June 11 @ Brackett Library:

- 7am -11 pm

Summer Team Championship - Golf Tournament

June 11 @ Sandridge:

- 8am Dunes Course
- \$130 per team

North County Aquatic DIVE WELL CLOSED for a Dive Meet

June 11 @ North County Aquatic Center (NCAC)

Triple Crown Baseball Tournament

June 16-19 @ Dodgertown, North County & South County Regional Parks

Veterans Outreach Golf Tournament

June 18 @ Sandridge:

- 7am registration, 8am shotgun start
- \$60 per person
- vetsgolftourney@gmail.com - 772 563 7183



IRC Event Calendar Review

For more information go to www.ircgov.com - Event Calendar

Legends Classic

June 19-24 @ Historic Dodgertown

Dodgertown Days of Summer - Girls softball US Fast Pitch

June 24-26 @ Historic Dodgertown

Vero Beach Air Show

June 25-26 @ Vero Beach Regional Airport

- See Events Calendar Post for details!
 - www.veroairshow.com
-

Nations Greater Orlando Baseball Tournament

June 25-26 @ IRC North Regional Park

- Fees vary per division
-

Venues Closing for Private Parties:

Gifford Aquatic - Closed for Private Parties

June 4 @ Gifford Aquatic Center (GAC):

- 11am -2 pm

June 25 @ Gifford Aquatic Center (GAC):

- 12noon -4pm

JEFFREY R. SMITH, CPA, CGFO, CGMA

Clerk of Circuit Court & Comptroller

Finance Department

1801 27th Street

Vero Beach, FL 32960



8A

TO: HONORABLE BOARD OF COUNTY COMMISSIONERS

FROM: DIANE BERNARDO, FINANCE DIRECTOR

THRU: JEFFREY R. SMITH, COMPTROLLER *JRS.*

DATE: May 12, 2016

SUBJECT: APPROVAL OF CHECKS AND ELECTRONIC PAYMENTS
May 6, 2016 to MAY 12, 2016

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

Approval is requested for the attached lists of checks and electronic payments, issued by the Comptroller's office, for the time period of May 06, 2016 to MAY 12, 2016.

Attachment:

DLB: DB

CHECKS WRITTEN

<u>TRANS NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339217	05/12/2016	UTIL REFUNDS	28.94
339218	05/12/2016	UTIL REFUNDS	54.99
339219	05/12/2016	UTIL REFUNDS	50.25
339220	05/12/2016	UTIL REFUNDS	59.71
339221	05/12/2016	UTIL REFUNDS	68.85
339222	05/12/2016	UTIL REFUNDS	70.30
339223	05/12/2016	UTIL REFUNDS	65.07
339224	05/12/2016	UTIL REFUNDS	4.32
339225	05/12/2016	UTIL REFUNDS	21.34
339226	05/12/2016	UTIL REFUNDS	50.00
339227	05/12/2016	UTIL REFUNDS	50.12
339228	05/12/2016	UTIL REFUNDS	35.49
339229	05/12/2016	UTIL REFUNDS	338.18
339230	05/12/2016	UTIL REFUNDS	40.23
339231	05/12/2016	UTIL REFUNDS	17.46
339232	05/12/2016	UTIL REFUNDS	41.64
339233	05/12/2016	UTIL REFUNDS	81.64
339234	05/12/2016	UTIL REFUNDS	69.80
339235	05/12/2016	UTIL REFUNDS	60.32
339236	05/12/2016	UTIL REFUNDS	173.12
339237	05/12/2016	UTIL REFUNDS	89.37
339238	05/12/2016	UTIL REFUNDS	45.45
339239	05/12/2016	UTIL REFUNDS	31.43
339240	05/12/2016	UTIL REFUNDS	82.28
339241	05/12/2016	UTIL REFUNDS	21.75
339242	05/12/2016	UTIL REFUNDS	14.44
339243	05/12/2016	UTIL REFUNDS	91.74
339244	05/12/2016	UTIL REFUNDS	12.94
339245	05/12/2016	UTIL REFUNDS	13.65
339246	05/12/2016	UTIL REFUNDS	42.46
339247	05/12/2016	UTIL REFUNDS	14.49
339248	05/12/2016	UTIL REFUNDS	79.27
339249	05/12/2016	UTIL REFUNDS	33.23
339250	05/12/2016	UTIL REFUNDS	40.99
339251	05/12/2016	UTIL REFUNDS	40.93
339252	05/12/2016	UTIL REFUNDS	15.69
339253	05/12/2016	UTIL REFUNDS	35.35
339254	05/12/2016	UTIL REFUNDS	10.61
339255	05/12/2016	UTIL REFUNDS	46.02
339256	05/12/2016	UTIL REFUNDS	105.89
339257	05/12/2016	UTIL REFUNDS	100.00
339258	05/12/2016	UTIL REFUNDS	15.48
339259	05/12/2016	UTIL REFUNDS	17.17
339260	05/12/2016	UTIL REFUNDS	63.83
339261	05/12/2016	UTIL REFUNDS	18.65
339262	05/12/2016	UTIL REFUNDS	30.12
339263	05/12/2016	UTIL REFUNDS	31.96
339264	05/12/2016	UTIL REFUNDS	80.86
339265	05/12/2016	UTIL REFUNDS	30.30
339266	05/12/2016	UTIL REFUNDS	4.37
339267	05/12/2016	UTIL REFUNDS	36.21
339268	05/12/2016	UTIL REFUNDS	11.45
339269	05/12/2016	UTIL REFUNDS	77.80
339270	05/12/2016	UTIL REFUNDS	172.42
339271	05/12/2016	UTIL REFUNDS	32.46
339272	05/12/2016	UTIL REFUNDS	27.56
339273	05/12/2016	UTIL REFUNDS	33.73
339274	05/12/2016	UTIL REFUNDS	85.30

<u>TRANS_NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339275	05/12/2016	UTIL REFUNDS	15.74
339276	05/12/2016	UTIL REFUNDS	18.81
339277	05/12/2016	UTIL REFUNDS	173.90
339278	05/12/2016	UTIL REFUNDS	84.80
339279	05/12/2016	UTIL REFUNDS	80.86
339280	05/12/2016	UTIL REFUNDS	74.47
339281	05/12/2016	UTIL REFUNDS	87.80
339282	05/12/2016	UTIL REFUNDS	29.48
339283	05/12/2016	UTIL REFUNDS	65.69
339284	05/12/2016	UTIL REFUNDS	16.13
339285	05/12/2016	UTIL REFUNDS	28.20
339286	05/12/2016	UTIL REFUNDS	56.56
339287	05/12/2016	UTIL REFUNDS	54.17
339288	05/12/2016	UTIL REFUNDS	80.06
339289	05/12/2016	UTIL REFUNDS	29.55
339290	05/12/2016	UTIL REFUNDS	91.65
339291	05/12/2016	UTIL REFUNDS	37.91
339292	05/12/2016	UTIL REFUNDS	230.75
339293	05/12/2016	UTIL REFUNDS	20.18
339294	05/12/2016	UTIL REFUNDS	66.47
339295	05/12/2016	UTIL REFUNDS	63.50
339296	05/12/2016	UTIL REFUNDS	42.60
339297	05/12/2016	UTIL REFUNDS	27.85
339298	05/12/2016	UTIL REFUNDS	46.88
339299	05/12/2016	UTIL REFUNDS	78.32
339300	05/12/2016	UTIL REFUNDS	84.51
339301	05/12/2016	UTIL REFUNDS	34.07
339302	05/12/2016	UTIL REFUNDS	85.42
339303	05/12/2016	UTIL REFUNDS	24.23
339304	05/12/2016	UTIL REFUNDS	27.46
339305	05/12/2016	UTIL REFUNDS	17.60
339306	05/12/2016	UTIL REFUNDS	22.37
339307	05/12/2016	UTIL REFUNDS	67.27
339308	05/12/2016	UTIL REFUNDS	37.55
339309	05/12/2016	UTIL REFUNDS	37.20
339310	05/12/2016	UTIL REFUNDS	48.17
339311	05/12/2016	UTIL REFUNDS	37.66
339312	05/12/2016	UTIL REFUNDS	55.84
339313	05/12/2016	UTIL REFUNDS	77.14
339314	05/12/2016	UTIL REFUNDS	85.42
339315	05/12/2016	UTIL REFUNDS	74.29
339316	05/12/2016	UTIL REFUNDS	80.49
339317	05/12/2016	UTIL REFUNDS	39.99
339318	05/12/2016	UTIL REFUNDS	83.21
339319	05/12/2016	UTIL REFUNDS	172.96
339320	05/12/2016	UTIL REFUNDS	35.82
339321	05/12/2016	UTIL REFUNDS	78.47
339322	05/12/2016	UTIL REFUNDS	19.05
339323	05/12/2016	UTIL REFUNDS	3.95
339324	05/12/2016	UTIL REFUNDS	41.64
339325	05/12/2016	UTIL REFUNDS	53.60
339326	05/12/2016	UTIL REFUNDS	13.35
339327	05/12/2016	UTIL REFUNDS	51.27
339328	05/12/2016	UTIL REFUNDS	97.08
339329	05/12/2016	UTIL REFUNDS	82.77
339330	05/12/2016	UTIL REFUNDS	24.02
339331	05/12/2016	UTIL REFUNDS	40.96
339332	05/12/2016	UTIL REFUNDS	85.42
339333	05/12/2016	UTIL REFUNDS	28.09
339334	05/12/2016	UTIL REFUNDS	87.00

<u>TRANS NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339335	05/12/2016	UTIL REFUNDS	76.28
339336	05/12/2016	UTIL REFUNDS	41.91
339337	05/12/2016	UTIL REFUNDS	35.05
339338	05/12/2016	UTIL REFUNDS	39.36
339339	05/12/2016	UTIL REFUNDS	65.39
339340	05/12/2016	UTIL REFUNDS	43.69
339341	05/12/2016	UTIL REFUNDS	45.89
339342	05/12/2016	UTIL REFUNDS	71.09
339343	05/12/2016	UTIL REFUNDS	75.32
339344	05/12/2016	UTIL REFUNDS	80.49
339345	05/12/2016	UTIL REFUNDS	39.86
339346	05/12/2016	UTIL REFUNDS	5.59
339347	05/12/2016	UTIL REFUNDS	194.22
339348	05/12/2016	UTIL REFUNDS	39.99
339349	05/12/2016	UTIL REFUNDS	36.05
339350	05/12/2016	UTIL REFUNDS	56.94
339351	05/12/2016	UTIL REFUNDS	84.80
339352	05/12/2016	UTIL REFUNDS	40.56
339353	05/12/2016	UTIL REFUNDS	34.30
339354	05/12/2016	UTIL REFUNDS	250.91
339355	05/12/2016	UTIL REFUNDS	3,821.81
339356	05/12/2016	UTIL REFUNDS	12.08
339357	05/12/2016	UTIL REFUNDS	72.96
339358	05/12/2016	UTIL REFUNDS	23.68
339359	05/12/2016	UTIL REFUNDS	37.11
339360	05/12/2016	PORT CONSOLIDATED INC	32,415.08
339361	05/12/2016	JORDAN MOWER INC	301.82
339362	05/12/2016	TEN-8 FIRE EQUIPMENT INC	23,768.34
339363	05/12/2016	VERO CHEMICAL DISTRIBUTORS INC	100.50
339364	05/12/2016	RICOH USA INC	31.46
339365	05/12/2016	CHISHOLM CORP OF VERO	316.95
339366	05/12/2016	VELDE FORD INC	44.80
339367	05/12/2016	E-Z BREW COFFEE & BOTTLE WATER SVC	38.50
339368	05/12/2016	GRAINGER	68.64
339369	05/12/2016	KELLY TRACTOR CO	9,750.48
339370	05/12/2016	GRAYBAR ELECTRIC	111.49
339371	05/12/2016	AMERIGAS EAGLE PROPANE LP	1,169.38
339372	05/12/2016	AMERIGAS EAGLE PROPANE LP	1,339.41
339373	05/12/2016	CHANDLER EQUIPMENT CO INC	106.00
339374	05/12/2016	CLIFF BERRY INC	104.00
339375	05/12/2016	KSM ENGINEERING & TESTING INC	420.00
339376	05/12/2016	HD SUPPLY WATERWORKS, LTD	7,577.94
339377	05/12/2016	BOUND TREE MEDICAL LLC	318.57
339378	05/12/2016	SCHULKE BITTLE & STODDARD LLC	3,603.51
339379	05/12/2016	VERO INDUSTRIAL SUPPLY INC	97.82
339380	05/12/2016	TIRESOLES OF BROWARD INC	5,212.39
339381	05/12/2016	BFS RETAIL OPERATIONS LLC	2,100.65
339382	05/12/2016	CALL ONE INC	585.00
339383	05/12/2016	CARTER ASSOCIATES INC	4,712.25
339384	05/12/2016	GOODYEAR AUTO SERVICE CENTER	1,329.72
339385	05/12/2016	BLAKESLEE SERVICES INC	760.00
339386	05/12/2016	BAKER & TAYLOR INC	1,515.38
339387	05/12/2016	MIDWEST TAPE LLC	99.95
339388	05/12/2016	MWI CORP	241.68
339389	05/12/2016	PRECISION CONTRACTING SERVICES INC	18,411.60
339390	05/12/2016	MICROMARKETING LLC	40.43
339391	05/12/2016	BAKER DISTRIBUTING CO LLC	203.57
339392	05/12/2016	CENGAGE LEARNING CORPORATION	3,366.34
339393	05/12/2016	PALM TRUCK CENTERS INC	535.11
339394	05/12/2016	PAUL JULIN	170.10

<u>TRANS_NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339395	05/12/2016	LINDSEY GARDENS LTD	812.00
339396	05/12/2016	CLERK OF CIRCUIT COURT	303.03
339397	05/12/2016	CITY OF VERO BEACH	61,994.92
339398	05/12/2016	STEPHEN WOJTASZEK	31.14
339399	05/12/2016	JANITORIAL DEPOT OF AMERICA INC	67.16
339400	05/12/2016	HUMANE SOCIETY	19,690.00
339401	05/12/2016	PUBLIX SUPERMARKETS	26.95
339402	05/12/2016	PUBLIX SUPERMARKETS	94.13
339403	05/12/2016	AAA COOPER TRANSPORTATION INC	441.35
339404	05/12/2016	AQUAGENIX	239.00
339405	05/12/2016	GEOSYNTEC CONSULTANTS INC	4,958.21
339406	05/12/2016	IRC CHAMBER OF COMMERCE	26,178.61
339407	05/12/2016	FEDERAL EXPRESS CORP	31.29
339408	05/12/2016	TYLER TECHNOLOGIES INC	149,109.67
339409	05/12/2016	RIVERFRONT HOTEL LLC	477.00
339410	05/12/2016	RIVERFRONT HOTEL LLC	477.00
339411	05/12/2016	TIMOTHY ROSE CONTRACTING INC	161,684.60
339412	05/12/2016	SUBSTANCE AWARENESS COUNCIL OF IRC INC	13,415.25
339413	05/12/2016	FLORIDA POWER AND LIGHT	8,457.69
339414	05/12/2016	FLORIDA POWER AND LIGHT	700.10
339415	05/12/2016	CITY OF FELLSMERE	247.01
339416	05/12/2016	INDIAN RIVER FARMS WATER CNTRL DIST	100.00
339417	05/12/2016	ALAN C KAUFFMANN	50.00
339418	05/12/2016	AETNA	248.04
339419	05/12/2016	G K ENVIRONMENTAL INC	6,000.00
339420	05/12/2016	KEEP INDIAN RIVER BEAUTIFUL INC	6,290.40
339421	05/12/2016	CHRISTOPHER KAFER	243.10
339422	05/12/2016	SIMPLEXGRINNELL LP	739.87
339423	05/12/2016	NATIONAL ASSOC OF ENVIRONMENTAL	235.00
339424	05/12/2016	GREGORY BUDDE	18.00
339425	05/12/2016	MICHAEL QUIGLEY	60.00
339426	05/12/2016	RUSSELL PAYNE INC	222.18
339427	05/12/2016	TRANE US INC	844.83
339428	05/12/2016	KYLE WALLACE	18.00
339429	05/12/2016	CELICO PARTNERSHIP	541.05
339430	05/12/2016	ANIXTER INC	544.00
339431	05/12/2016	CINDY CORRENTE	23.76
339432	05/12/2016	VAN WAL INC	153.00
339433	05/12/2016	JOSEPH W VASQUEZ	75.00
339434	05/12/2016	FRANK BLAKE	500.00
339435	05/12/2016	CENTRAL PUMP & SUPPLY INC	889.35
339436	05/12/2016	GARY L EMBREY	50.00
339437	05/12/2016	C W NIELSEN MFG CORP	790.00
339438	05/12/2016	DAYSPRING	250.00
339439	05/12/2016	ORCHID ISLAND PROPERTY MGMT II INC	7,190.00
339440	05/12/2016	D&S ENTERPRISES OF VERO BCH LLC	12.00
339441	05/12/2016	PETER O'BRYAN	15.53
339442	05/12/2016	JOHNNY B SMITH	150.00
339443	05/12/2016	MUNICIPAL WATER WORKS INC	72,524.00
339444	05/12/2016	GLOBALSTAR USA	117.99
339445	05/12/2016	FISHER & PHILLIPS LLP	3,021.00
339446	05/12/2016	GUARDIAN COMMUNITY RESOURCE MANAGEMENT	1,250.00
339447	05/12/2016	KATHLEEN P DOUGHERTY	150.00
339448	05/12/2016	RENAE CHANDLER	60.00
339449	05/12/2016	TREASURE COAST FOOD BANK INC	408.69
339450	05/12/2016	MARINCO BIOASSAY LABORATORY INC	1,980.00
339451	05/12/2016	KRISTIN DANIELS	23.76
339452	05/12/2016	K'S COMMERCIAL CLEANING	875.00
339453	05/12/2016	YOUTH GUIDANCE DONATION FUND	1,250.00
339454	05/12/2016	COURTYARD VILLAS OF VERO LLC	525.00

<u>TRANS NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339455	05/12/2016	TOP DRAWER CABINETRY & CARPENTRY LLC	216.31
339456	05/12/2016	EQ THE ENVIRONMENTAL QUALITY COMPANY	26,189.36
339457	05/12/2016	TERESA PULIDO	270.00
339458	05/12/2016	SOUTHEAST POWER SYSTEMS OF ORLANDO	1,115.42
339459	05/12/2016	CIVILSURV DESIGN GROUP INC	522.00
339460	05/12/2016	BRANDIT CORPORATION	21,678.38
339461	05/12/2016	HENRY LOSEY	35.60
339462	05/12/2016	INEOS NEW PLANET BIOENERGY LLC	123.20
339463	05/12/2016	ATLANTIC COASTAL LAND TITLE CO LLC	75.00
339464	05/12/2016	FRED MCNEAL	15.30
339465	05/12/2016	KEMPER BUSINESS SYSTEMS	25.00
339466	05/12/2016	OVERDRIVE INC	2,123.35
339467	05/12/2016	FLORIDA ENVIRONMENTAL CONSULTING INC	2,833.33
339468	05/12/2016	CIT FINANCE LLC	186.21
339469	05/12/2016	ORLANDO FREIGHTLINER INC	377.32
339470	05/12/2016	LIBERTY MAGNET ELEMENTARY SCHOOL	51.00
339471	05/12/2016	JOYCE DEGROTE	12.00
339472	05/12/2016	HEATHER HATTON	270.00
339473	05/12/2016	GFA INTERNATIONAL INC	340.00
339474	05/12/2016	MOORE MOTORS	509.90
339475	05/12/2016	NEWSOM OIL COMPANY	882.00
339476	05/12/2016	LOWES HOME CENTERS INC	1,664.12
339477	05/12/2016	LABOR READY SOUTHEAST INC	16,956.23
339478	05/12/2016	GAUDET ASSOCIATES INC	2,915.00
339479	05/12/2016	CARDINAL HEALTH 110 INC	56.16
339480	05/12/2016	EMILY K DIMATTEO	110.00
339481	05/12/2016	TRV ADVERTISING & MARKETING INC	123.50
339482	05/12/2016	COMMERCIAL BUILDING MAINTENANCE	1,590.00
339483	05/12/2016	PENGUIN RANDOM HOUSE LLC	30.00
339484	05/12/2016	KRAUS ASSOCIATES INC	9,937.50
339485	05/12/2016	SOUTHERN MANAGEMENT LLC	3,827.00
339486	05/12/2016	C E R SIGNATURE CLEANING	850.00
339487	05/12/2016	WADE WILSON	25.00
339488	05/12/2016	BRUCE SABOL	30.00
339489	05/12/2016	MARKETING SPECIALTIES OF GEORGIA LLC	717.26
339490	05/12/2016	PAIGE LESTER	889.78
339491	05/12/2016	MARY JENKINS	12.00
339492	05/12/2016	AMERITAS	51,044.02
339493	05/12/2016	EAST COAST VETERINARY SERVICES LLC	110.00
339494	05/12/2016	FOUNDATION FOR AFFORDABLE RENTAL	619.00
339495	05/12/2016	BARBARA CRAMER	12.00
339496	05/12/2016	CORNERSTONE FAMILY SERVICES OF WEST VIRGINIA	425.00
339497	05/12/2016	SYLVIA MILLER	1,615.00
339498	05/12/2016	ENCORE ONE LLC	2,271.86
339499	05/12/2016	LONGHORN LANDSCAPING AND SOD LLC	2,505.00
339500	05/12/2016	TK6 INC	4,723.20
339501	05/12/2016	SELENA JUDON	50.00
339502	05/12/2016	JACQUELINE BRADLEY	50.00
339503	05/12/2016	DIMICHELLI'S CATERING INC	910.00
339504	05/12/2016	LINDA WALL	30.00
339505	05/12/2016	JOSEPH DIZONNO	50.00
339506	05/12/2016	GENUINE PARTS COMPANY	1,705.87
339507	05/12/2016	TRIBOND LLC	8,167.44
339508	05/12/2016	RED THE UNIFORM TAILOR	5,433.02
339509	05/12/2016	CATHEDRAL CORPORATION	2,975.31
339510	05/12/2016	GERELCO TRAFFIC CONTROLS INC	26,125.90
339511	05/12/2016	UNIFIRST CORPORATION	759.98
339512	05/12/2016	SERVICE LIGHTING & ELECTRICAL SUPPLIES INC	303.86
339513	05/12/2016	SERVICE LIGHTING & ELECTRICAL SUPPLIES INC	5.96
339514	05/12/2016	ELLEN HAYTH	105.60

<u>TRANS NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
339515	05/12/2016	DEBORAH A NOVACK	180.00
339516	05/12/2016	ADVANCE STORES COMPANY INCORPORATED	1,009.59
339517	05/12/2016	DENISE GILLESPIE	50.00
339518	05/12/2016	EGP DOCUMENT SOLUTIONS LLC	1,056.07
339519	05/12/2016	NORTH AMERICAN OFFICE SOLUTIONS INC	1,552.36
339520	05/12/2016	FLORIDA EAST COAST HOLDINGS CORP	1,000.00
339521	05/12/2016	GARY MOORE INC	475.00
339522	05/12/2016	DEW BUSTERS INC	2,350.00
339523	05/12/2016	SHEILA O'SULLIVAN	296.90
339524	05/12/2016	ONE PUTT DESIGNS BY LUCI BROMBERG LLC	307.00
339525	05/12/2016	EDWARD W ARENS JR	1,680.00
339526	05/12/2016	FREEDOM ROOFERS LLC	7,900.00
339527	05/12/2016	JANICE SANDS	38.61
339528	05/12/2016	ACHILLES STACHTIARIS	372.02
339529	05/12/2016	STEPHANIE GRALL	50.00
339530	05/12/2016	SHONTA CLARK	50.00
339531	05/12/2016	A RONALD HUDSON	400.00
Grand Total:			<u>917,175.74</u>

ELECTRONIC PAYMENT - VISA CARD

<u>TRANS. NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
1008947	05/06/2016	EVERGLADES FARM EQUIPMENT CO INC	1,328.69
1008948	05/06/2016	COMMUNICATIONS INTERNATIONAL	180.00
1008949	05/06/2016	HENRY SCHEIN INC	3,144.55
1008950	05/06/2016	SAFETY PRODUCTS INC	77.39
1008951	05/06/2016	COLD AIR DISTRIBUTORS WAREHOUSE	124.65
1008952	05/06/2016	INDIAN RIVER BATTERY	1,498.15
1008953	05/06/2016	INDIAN RIVER OXYGEN INC	62.50
1008954	05/06/2016	MIKES GARAGE & WRECKER SERVICE INC	110.00
1008955	05/06/2016	GROVE WELDERS INC	65.60
1008956	05/06/2016	RECORDED BOOKS LLC	297.00
1008957	05/06/2016	SOUTHERN COMPUTER WAREHOUSE	723.27
1008958	05/06/2016	COMMUNITY ASPHALT CORP	1,218.28
1008959	05/06/2016	ROGER CLEVELAND GOLF INC	502.53
1008960	05/06/2016	TOTAL TRUCK PARTS INC	270.43
1008961	05/06/2016	DUNKELBERGER ENGINEERING & TESTING	1,321.00
1008962	05/06/2016	COMO OIL COMPANY OF FLORIDA	114.28
1008963	05/06/2016	PRIDE ENTERPRISES	2,424.72
1008964	05/06/2016	GLOBAL GOLF SALES INC	92.78
1008965	05/06/2016	BARKER ELECTRIC, AIR CONDITIONING	120.00
1008966	05/06/2016	MIDWEST MOTOR SUPPLY CO	214.22
1008967	05/06/2016	FLAGLER CONSTRUCTION EQUIPMENT LLC	119.15
1008968	05/06/2016	SYNAGRO-WWT INC	41,700.85
1008969	05/06/2016	SOUTHERN JANITOR SUPPLY INC	102.80
1008970	05/06/2016	CAPITAL OFFICE PRODUCTS	397.14
1008971	05/06/2016	UNIVERSAL ENGINEERING SCIENCES	2,317.50
1008972	05/06/2016	METRO FIRE PROTECTION SERVICES INC	441.35
1008973	05/06/2016	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	1,002.81
1008974	05/06/2016	BENNETT AUTO SUPPLY INC	60.40
1008975	05/06/2016	RADWELL INTERNATIONAL INC	352.39
1008976	05/06/2016	PACE ANALYTICAL SERVICES INC	304.00
1008977	05/06/2016	SCRIPPS NP OPERATING LLC	97.35
1008978	05/09/2016	EVERGLADES FARM EQUIPMENT CO INC	18,793.87
1008979	05/09/2016	COLKIT SHEET METAL & A/C INC	955.00
1008980	05/09/2016	HELENA CHEMICAL	993.30
1008981	05/09/2016	INDIAN RIVER BATTERY	1,492.50
1008982	05/09/2016	ALLIED UNIVERSAL CORP	7,656.12
1008983	05/09/2016	IRRIGATION CONSULTANTS UNLIMITED INC	85.80
1008984	05/09/2016	FERGUSON ENTERPRISES INC	11,618.46
1008985	05/09/2016	GLOBAL GOLF SALES INC	165.13
1008986	05/09/2016	ECONOLITE CONTROL PRODUCTS INC	10,500.00
1008987	05/09/2016	COPYTRONICS INC	1,003.76
1008988	05/09/2016	CAPITAL OFFICE PRODUCTS	531.21
1008989	05/09/2016	CONSOLIDATED ELECTRICAL DISTRIBUTORS INC	1,029.70
1008990	05/09/2016	CUMMINS POWER SOUTH LLC	14,589.86
1008991	05/09/2016	BENNETT AUTO SUPPLY INC	797.75
1008992	05/09/2016	AUTO PARTNERS LLC	289.67
1008993	05/09/2016	L&L DISTRIBUTORS	924.24
1008994	05/09/2016	CUSTOM PRODUCTS CORPORATION	333.24
1008995	05/09/2016	ENVIRONMENTAL CONSERVATION LABORATORIES IN	11,628.00
1008996	05/09/2016	HYDRA SERVICE (S) INC	21,226.00
1008997	05/09/2016	WRIGHT FASTENER COMPANY LLC	446.00
1008998	05/09/2016	HORIZON DISTRIBUTORS INC	72.10
1008999	05/09/2016	IMAGENET CONSULTING LLC	174.04
1009000	05/12/2016	AT&T	7,767.09
1009001	05/12/2016	OFFICE DEPOT BSD CUSTOMER SVC	743.87
1009002	05/12/2016	WASTE MANAGEMENT INC	2,907.57
Grand Total:			177,510.06

ELECTRONIC PAYMENTS - WIRE & ACH

<u>TRANS NBR</u>	<u>DATE</u>	<u>VENDOR</u>	<u>AMOUNT</u>
4315	05/06/2016	ICMA RETIREMENT CORPORATION	2,300.00
4316	05/06/2016	ICMA RETIREMENT CORPORATION	11,067.37
4317	05/06/2016	NACO/SOUTHEAST	24,971.23
4318	05/06/2016	FLORIDA LEAGUE OF CITIES, INC	9,776.78
4319	05/06/2016	IRC FIRE FIGHTERS ASSOC	6,660.00
4320	05/06/2016	NACO/SOUTHEAST	759.15
4321	05/06/2016	VETERANS COUNCIL OF I R C	5,472.05
4322	05/06/2016	C E R SIGNATURE CLEANING	16,010.00
4323	05/06/2016	KAST CONSTRUCTION COMPANY LLC	1,566,845.30
4324	05/06/2016	FL SDU	5,509.62
4325	05/06/2016	TREASURE COAST TITLE AGENCY INC	15,000.00
4326	05/09/2016	MUTUAL OF OMAHA	6,732.37
4327	05/09/2016	IRS-PAYROLL TAXES	388,048.43
P-CARD	05/09/2016	WELLS FARGO BANK, N.A.	29,260.05
4328	05/10/2016	ALLSTATE	356.62
4329	05/12/2016	BENEFITS WORKSHOP	6,161.42
4330	05/12/2016	I R C HEALTH INSURANCE - TRUST	485,825.98
Grand Total:			2,580,756.37

8B

INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Christopher R. Mora, P.E., Public Works Director *Crm*

FROM: Richard B. Szpyrka, P.E., Assistant Public Works Director *PBS*

SUBJECT: Amendment No. 16 to Indian River County Civil Engineering and Land Surveying Agreement for Bridge Replacements and Widening of 66th Avenue from South of SR60 to North of 57th Street

DATE: May 11, 2016

DESCRIPTION AND CONDITIONS

Arcadis US, Inc. (formally known as Arcadis G&M, Inc) is under contract with Indian River County to provide Civil Engineering and Land Surveying Services for Bridge Replacements and Widening of 66th Avenue from South of SR60 to North of 57th Street. The original Agreement was approved by the Board of County Commissioners on September 6, 2005 in the amount of \$631,700.00. Fifteen amendments have been approved to date, bringing the total to \$2,250,433.45.

Amendment No. 16 provides for design services to prepare final construction plans for 66th Avenue from North of 49th Street to North of 57th Street.

The total negotiated cost for Amendment No. 16 is \$72,231.66, which includes a lump sum amount of \$71,311.66 to prepare final construction plans and an hourly rate allowance not to exceed \$920.00 for Construction Engineering Services- Structural Engineer. Amendment No. 16 increases the total contract amount from \$2,250,433.45 to \$2,322,665.11.

FUNDING

Funding in the amount of \$72,231.66 for Amendment No. 16 is available from Optional Sales Tax/66th Avenue/49th – 65th Street, Account No. 31521441-066510-07806.

PAGE TWO

**Amendment No.16 Arcadis US, Inc.
For May 24, 2016 BCC Meeting**

RECOMMENDATION

Staff recommends the Board of County Commissioners approve Amendment No. 16 with Arcadis US, Inc. (formally known as Arcadis G&M, Inc) for an amount not to exceed \$72,231.66 and authorize the Chairman to execute the agreement.

ATTACHMENTS

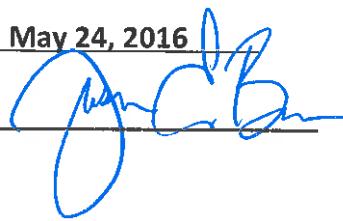
1. Amendment No. 16 from Arcadis US, Inc. Dated April 25, 2016.

DISTRIBUTION

Arcadis US, Inc.

APPROVED AGENDA ITEM

FOR May 24, 2016

BY 

Indian River County	Approved	Date
Administration		5/18/16
Budget		5/17/16
Legal		5-15-16
Public Works		5/13/16
Engineering		5/13/16

**BRIDGE REPLACEMENTS AND WIDENING OF 66TH AVENUE
FROM SOUTH OF SR 60 TO NORTH OF 57TH STREET
IRC PROJECT NUMBER 0545**

**PROFESSIONAL CIVIL ENGINEERING & STRUCTURAL ENGINEERING
SERVICES**

**AMENDMENT NO. 16 TO THE PROFESSIONAL ENGINEERING/LAND SURVEYING
SERVICES AGREEMENT BETWEEN ARCADIS US, Inc. (fka ARCADIS G&M, Inc.),
Inc. AND INDIAN RIVER COUNTY, FLORIDA.**

This is an amendment to the existing Engineering Services Agreement (AGREEMENT) dated September 6, 2005 between ARCADIS US, Inc. (ENGINEER) and Indian River County (COUNTY). This amendment addresses changes in "Section I – Project Limits and Description", "Section III - Scope of Services", and "Section V - Compensation".

Amendment Description

This Amendment includes the following:

"SECTION I - PROJECT LIMITS AND DESCRIPTION" is being modified to incorporate the following:

Consultant services are required for the preparation of road design plans; bridge plans; landscape and irrigation plans; permit applications and utility relocations associated with the construction of 66th Avenue.

Plans have been prepared for the widening of 66th Avenue from SR 60 to north of 57th Street. Construction has been completed for 66th Avenue from SR 60 to north of 49th Street. A final set of construction plans will now be prepared for the section of 66th Avenue from north of 49th Street to north of 57th Street.

The following plan sheets will be modified:

- Cover Sheet
- Drainage Maps
- Typical Sections
- Quantities and General Notes
- Summary of Drainage Structures
- Plan and Profile Sheets
- Side Street Plan and Profile Sheets
- Cross Sections
- Stormwater Pollution Prevention Plans
- Signing and Pavement Marking Plans
- Bridge Plans
- Landscape and Irrigation Plans

Quantities had previously been computed for the section from SR 60 to north of 57th Street. The quantities will now be adjusted to include only the section from North of 49th Street to north of 57th Street.

The plans will be modified to show the previously constructed transition section north of 49th Street, and to show the work necessary within the transition area for the final 4-lane roadway. Additionally, the intersection of 57th Street and the bridge over the IRFWCD Lateral A canal has been widened to a three lane section. The plans will be modified to show the connection to the widened bridge and to eliminate the work shown east of the Lateral A Canal. Survey information will be obtained within the transition area and at 57th Street to verify the existing conditions.

The plans for the bridges at 53rd Street, the North relief canal, and 57th Street will be updated to conform to the current design criteria. The landscape and irrigation plans will be updated and will be revised to include only the area from north of 49th Street to north of 59th Street.

The work included in Amendment No. 16 is in accordance with the existing AGREEMENT dated November 6, 2005 between ARCADIS US, Inc. (ENGINEER) and Indian River County (COUNTY).

“SECTION III – SCOPE OF SERVICES” is being modified to incorporate the following:

30% and 60%, and 90% plans have been submitted to the County. Engineer will prepare revised 90%, and 100% plans. The plan modifications will consist of the following:

The Roadway set of plans shall consist of the following:

	30%	60%	90%	100%
Cover Sheet			X	X
Drainage Maps			X	X
Typical Sections			X	X
Summary of Quantities			X	X
Summary of Drainage Structures			X	X
Reference Ties			X	X
General Notes			X	X
Details			X	X
Plan and Profile Sheets (40 scale)			X	X

Side Street Plan and Profile Sheets		X	X
Cross Sections at 100 ft interval		X	X
Signage & Pavement Marking Plans (40 scale)		X	X
Plateau Plan and Profile Sheets		X	X
Drainage Structure Sheets		X	X
Detention Areas & Details		X	X
Driveway Cross Sections		X	X
Cross Sections		X	X
Side Street Cross Sections		X	X
Stormwater Pollution Prevention Plans (SWPPP)		X	X
Signing and Pavement Marking Plans		X	X
Bridge Plans		X	X
Landscape Plans		X	X
Irrigation Plans		X	X
Computation Book		X	X
Construction Cost Estimate and Quantities		X	X

“SECTION IV - TIME FOR COMPLETION” is being modified to incorporate the following:

1. Project shall be completed as follows:

- a. The time for completion of the 90% design drawings, permit applications, and Engineer's Opinion of Probable Construction Cost for the project shall be four (4) months from the date of execution of this ADDENDUM. Once permits are received, 100% design drawings shall be completed one month (1) month thereafter.

2. Deliverables -The ENGINEER shall provide the COUNTY:

- a. Three (3) 11" x 17" paper signed and sealed of the 90% plans. Also, a pdf format set of the plans on a cd.
- b. Microstation drawing file and PDF formats on CD.
- c. Work Product shall be prepared and supplied in State Plane geometry (NAD83 2007 adjustment if applicable); digital versions are to be prepared and submitted so that the COUNTY or other consultants can readily use it for the design and analysis of the area, as defined. It shall contain all information necessary for third-party surveyor to independently recreate and/or utilize the survey work. It is acknowledged all final products become property of Indian River COUNTY and will be available for use by the public at large.

“SECTION V – COMPENSATION” is being modified to incorporate the following:

The COUNTY agrees to pay and the ENGINEER or agrees to accept for services rendered pursuant to this Agreement fees in accordance with the following:

A. Professional Services Fee

1. The basic compensation mutually agreed upon by the ENGINEER and the COUNTY follows:

The following is a summary of costs:

	<i>Charge Associated with Change in Project Scope And Project Limits</i>	<i>New Total Compensation</i>
<i>Geotechnical Services (Tierra) (Lump Sum)</i>	\$0.00	\$139,460.00
<i>Engineering (ARCADIS) (Lump Sum)</i>	\$24,834.66	\$988,222.16
<i>Signal Plans (ARCADIS)</i>	\$0.00	\$84,726.66
<i>Design Survey (66th Avenue) (ARCADIS)</i>	\$3,577.00	\$173,077.00
<i>Design Survey (Sidestreets) (ARCADIS)</i>	\$0.00	\$71,428.00
<i>Right-of-Way Survey and Map (66th Avenue)</i>	\$0.00	\$117,821.00
<i>Right-of-way Survey (Sidestreets)</i>	\$0.00	\$61,963.00
<i>Structural Design for 3 bridges (BDA, now the Wantman Group, Inc)</i>	\$19,400.00	\$226,622.00
<i>Landscape & Irrigation (Thomas Lucido & Associates) (Lump Sum)</i>	\$23,500.00	\$100,660.00
<i>Pond Surveys</i>	\$0.00	\$25,790.00
<i>Water Main Plans (ARCADIS) (Lump Sum)</i>	\$0.00	\$86,145.00
<i>Corridor Study (ARCADIS)</i>	\$0.00	\$15,581.00
<i>Cultural Resource Assessment</i>	\$0.00	\$8,925.93
<i>TOTAL PROFESSIONAL SERVICES</i>	\$71,311.66	\$2,100,421.75

HOURLY RATE ALLOWANCES

<i>Allowance for Sketch and Legal Descriptions and staking of parcels (375.00/each)</i>	<i>NTE \$0.00</i>	\$51,000.00
<i>Allowance for miscellaneous roadway design changes due to right of way negotiations</i>	<i>NTE \$0.00</i>	\$20,000.00
<i>Allowance for Survey Crew and Soft Dig Machine for Horizontal and Vertical Utility Locations at Potential Conflicts (Survey \$112/Hr).....</i>	<i>NTE \$0.00</i>	\$20,000.00
<i>Allowance for Survey and Design Of a transition to match the existing pavement At the north end of the project.....</i>	<i>NTE \$0.00</i>	\$27,000.00
<i>Construction Engineering Services - Public Works</i>	<i>NTE \$0.00</i>	\$92,877.12
<i>Construction Engineering Services-Utility Dept.....</i>	<i>NTE \$0.00</i>	\$10,446.24
<i>Construction Engineering Services-Structural Engineer.</i>	<i>NTE \$920.00</i>	\$920.00
TOTAL HOURLY RATE ALLOWANCES	NTE \$920.00	\$222,243.36

Compensation for the hourly rate allowances will be made on an hourly basis at the hourly rates listed below:

<i>Project Engineer Manager.....</i>	\$146.64
<i>Project Engineer.....</i>	\$109.70
<i>Senior CADD Operator.....</i>	\$85.84
<i>Cadd Draftsman.....</i>	\$56.89
<i>Survey Project Manager.....</i>	\$106.40
<i>Professional Surveyor</i>	\$98.30
<i>Survey CADD Tech</i>	\$68.17
<i>3 Man Field Crew.....</i>	\$126.84
<i>2 Man Field Crew.....</i>	\$114.14
<i>Sr. Field Coordinator</i>	\$75.00

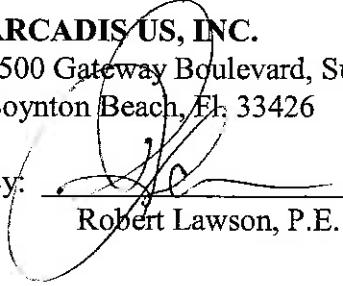
The AGREEMENT is hereby amended as specifically set forth here in. All other sections of the AGREEMENT shall remain in full force and effect and are incorporated herein.

This Amendment No. 16 to the AGREEMENT regardless of where executed, shall be governed by and construed by the laws of the State of Florida.

In witness whereof the parties have executed this Amendment this _____ day of _____, 2016.

ARCADIS US, INC.

1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426

By: 

Robert Lawson, P.E.

INDIAN RIVER COUNTY, FLORIDA

By: _____

Board of County Commissioners

WITNESSED BY:

Approved by BCC _____

Attest:

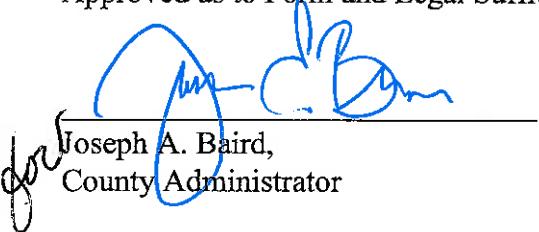
Jeffrey R. Smith, Clerk of Circuit Court

By: _____

Deputy Clerk


County Attorney

Approved as to Form and Legal Sufficiency


for Joseph A. Baird,
County Administrator

ESTIMATE OF WORK EFFORT FOR ENGINEERING
66th Avenue
Amendment 17

Total Contract Cost Computations	\$ 24,834.66
Total Activity Salary Costs	\$ 24,834.66
(a) Overhead Additives:	0.00%
(a1) Combined OH Percent	0.00%
(a2) Combined OH Cost	\$ 24,834.66
Subtotal (Salary + Overhead)	\$ 24,834.66
(b) Operating Margin Percent	0.00%
(b) Operating Margin Cost	\$ 24,834.66
Subtotal (Salary Related Cost)	\$ 24,834.66
Subtotal (Cost Elements of Basic Activities)	\$ 24,834.66

SUBCONTRACTOR ITEMS (Limiting Amount)

TOTAL SUBCONTRACTOR ITEMS \$

LUMP SUM= \$ 24,834.66

ESTIMATE OF WORK EFFORT FOR ENGINEERING
66th Avenue
Amendment 17

	PROJECT MANAGER MAN HOURS	PROJECT ENGINEER HOURLY RATE	MAN HOURS	HOURLY RATE	SR CAD OPERATOR MAN HOURS	HOURLY RATE	ACTIVITY TOTAL MAN HOURS
PLAN REVISIONS	30.0	\$ 146.64	37.0	\$ 109.70	143.0	\$ 85.84	210.0
DRAINAGE DESIGN	-	\$ 146.64	-	\$ 109.70	-	\$ 85.84	-
ROADWAY PLANS	-	\$ 146.64	-	\$ 109.70	-	\$ 85.84	-
UTILITIES	8.0	\$ 146.64	8.0	\$ 109.70	-	\$ 85.84	-
PERMITTING	8.0	\$ 146.64	8.0	\$ 109.70	-	\$ 85.84	16.0
SIGNING & PAVEMENT	-	\$ 146.64	-	\$ 109.70	-	\$ 85.84	16.0
MARKING PLANS	-	\$ 146.64	-	\$ 109.70	-	\$ 85.84	-
SIGNALIZATION PLANS	-	\$ 146.64	-	\$ 109.70	-	\$ 85.84	-
TOTALS	46.0		53.0		143.0		242.0

	DESIGN ANALYSIS DRAINAGE ANALYSIS ROADWAY PLANS UTILITIES	1,173.12	4,399.20	4,056.80	12,275.12
PERMITTING	-	-	-	-	\$ -
SIGNING & PAVEMENT	-	-	-	-	\$ -
MARKING PLANS	-	-	-	-	\$ -
SIGNALIZATION PLANS	-	-	-	-	\$ -
TOTALS	\$ 6,745.44		\$ 5,814.10		\$ 12,275.12

	BY ACTIVITY	COST FOR ACTIVITY	HOURLY RATE
DESIGN ANALYSIS	210.0	\$ 20,733.22	98.73
DRAINAGE ANALYSIS	-	\$ -	#DIV/0!
ROADWAY PLANS	-	\$ -	#DIV/0!
UTILITIES	16.0	\$ 2,050.72	128.17
PERMITTING	16.0	\$ 2,050.72	128.17
SIGNING & PAVEMENT	-	\$ -	#DIV/0!
MARKING PLANS	-	\$ -	#DIV/0!
SIGNALIZATION PLANS	-	\$ -	#DIV/0!
TOTALS	242.0	\$ 24,834.66	\$102.62

Average per hour

ACTIVITY: A. ROADWAY PLANS PACKAGE

HIGHWAY TASK LIST

SUBACTIVITY: 1 - Plan Revisions

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Cover Sheet	Sheet	1	2	1	2				2.0
2. Typical Sections	Sheet	3	2	3	6	2.0			4.0
1. Drainage Maps	Sheet	1	4	1	4				
2. Roadway Plan & Profile Sheets	Sheet	11	12	4	132	12.0	20.0	20.0	3.0
3. Cross Sections	Each	8	4	3	32	6.0	6.0	6.0	100.0
4. Plateau Plans	Sheet			0					
5. Drainage Structure Sheets	Sheet	6	1	6	0				20.0
7. Driveway Profiles	Each			0					
8. Summary of Quantities	LS	1	12	1	12	4.0			8.0
9. Signing and Pavement Marking Plans	Each	2	4	2	8				
10. Quantity Computations	Each	1	16		16	8.0	8.0	2.0	6.0
SUBTOTAL THIS SHEET					204	30	37	143	

ACTIVITY: A. ROADWAY PLANS PACKAGE

HIGHWAY TASK LIST

SUBACTIVITY: 4- UTILITIES / RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Utility conflict matrix	Ea.	1	4		0			4.0	
2. Profiles	Ea.				0				
3. Coordination with Utility Companies	Ea.	1	4		4			4.0	
4. Details	Ea.				0				
5. Utility Coordination Meetings	Ea.	2	4		8			8.0	
6. Pre Work Meeting	Ea.				0				
SUBTOTAL THIS SHEET									
6. Quality Control	0%				0				
7. Supervision	0%				0				
8. Utility Meetings									
TOTAL					12	8	8	0	

ACTIVITY: A ROADWAY PLANS PACKAGE

HIGHWAY TASK LIST

SUBACTIVITY: 5 - ENV. SERVICES / PERMITS



February 29, 2016

Henry W. Deibel, Jr.
Associate Vice President
Arcadis U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426

Hank.Deibel@arcadis.com

RE: Indian River County 66th Ave. Bridges

Dear Mr. Deibel,

Wantman Group, Inc., (WGI) is pleased to provide this scope of services and fee proposal to Arcadis US., Inc. for Structural Engineering Services associated with the production of Construction Plans for two new bridges: Bridge No. 884036 (66th Avenue at 53rd Street over Lateral "A" Canal) and Bridge No. 880006 (66th Avenue over the North Relief Canal); and for modifications to existing Bridge No. 884093 (57th Street over Lateral "A" Canal). Our Scope of Services and corresponding fees are detailed below.

SCOPE OF SERVICES

ENGINEERING SERVICES

1. **Bridge No. 884036 – 66th Avenue at 53rd Street over Lateral "A" Canal.** Update Plan Set prepared by BDA, Inc. (dated 06.13.12) to Final Signed & Sealed Plans for Construction.

This task to be performed for a lump sum of.....\$5,540.00

2. **Bridge No. 880006 – 66th Avenue over the North Relief Canal.** Update Plan Set prepared by BDA, Inc. (dated 08.15.07) to Final Signed & Sealed Plans for Construction.

This task to be performed for a lump sum of.....\$8,320.00

3. **Bridge No. 884093 – 57th Street over Lateral "A" Canal.** Modify Plans prepared by BDA, Inc. (dated 03.16.09) for Final Signed & Sealed Plans to complete "Phase II" Construction.

This task to be performed for a lump sum of.....\$5,540.00

4. **Post Design Services.** During bidding process, attend one pre-bid meeting. Respond to RFI's from Contractor.

This task to be performed for a lump sum of.....\$920.00

Our fees do not include Construction Phase Services.

All fees quoted in this agreement are applicable for one year from date of agreement. At that time, fees are reviewed and adjusted accordingly. Any hourly charges or reimbursable costs shall be subject to the current fee schedule in effect at the time services are performed.

Arcadis U.S., Inc.
February 29, 2016
Page 2 of 2

We appreciate the opportunity to be of service to you. Upon acceptance of this proposal, please sign and return one (1) copy to this office.

Respectfully submitted,

WANTMAN GROUP, INC.



Brian Rheault, P.E.
Structures Project Principal

Corporate Representative:

Name (Printed)

This Proposal accepted this _____ day of _____, 2016

By _____
Name (Signature)

April 18, 2016

via email: Hank.Deibel@arcadis-us.com
Consider this to be the original

Mr. Hank Deibel
Arcadis
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426

**RE: 66th Avenue Station 295+00 to Station 354+00 – Proposal of Services for Landscape
Architecture
(LA REF NO. 16-260 fna 11-165FP)**

Dear Mr. Deibel:

This agreement authorizes **Lucido & Associates**, hereinafter referred to as “Consultant,” to provide to **Arcadis**, hereinafter referred to as “Client” with landscape architecture and irrigation design services for proposed roadway improvements from Station 295+00 to Station 354+00, located in Indian River County, FL.

SCOPE OF SERVICES

Our understanding is that we will provide the following specific services:

- Preparation of one (1) set of final landscape plans for bidding and installation purposes for landscape medians, including littoral zone and lake bank landscape plans for three (3) stormwater treatment ponds;
- Provide one (1) set of final irrigation plans for bidding and installation purposes for areas noted above.

Note: Landscape and irrigation plans to include locations, notes and details for proposed landscape and irrigation material.

FEES:

Fees shall be billed on a fixed fee basis, based on the hourly billing rates included in this contract, in the amount of **Twenty Three Thousand Five Hundred (\$23,500.00) dollars**. Consultant shall not exceed the fee amount without authorization from Client. Fees may be increased based on changes or additions to the proposed Scope of Services. Fees shall be billed monthly on a percentage of completion basis, and are due upon receipt.

Mr. Hank Deibel, Arcadis
LA #16-260 66th Avenue
April 12, 2016
Page 2 of 5

2016 HOURLY BILLING RATES

President	\$235.00	Environmental Specialist	\$105.00
Senior Vice President	\$225.00	Senior Designer	\$ 95.00
Vice President	\$195.00	Executive Administrator	\$ 85.00
Senior Planner / Landscape Architect	\$135.00	Project Designer	\$ 80.00
Senior Project Manager	\$125.00	Bookkeeper	\$ 75.00
Senior Designer II	\$120.00	Design Technician	\$ 65.00
Senior Planning Assistant	\$115.00	Administrative Assistant	\$ 55.00
Project Manager	\$110.00	Technical Assistant	\$ 45.00

Hourly rates are valid for a period of thirty (30) days from date of proposal. Hourly rates may change at the beginning of each calendar year based on annual review.

EXPENSES:

Reimbursable expenses may include: reproduction, travel expenses, courier, telephone costs, and outside vendors, and shall be billed on a monthly basis in addition to professional services fees. All vendor reimbursable expenses shall be charged direct costs plus 15%.

ADDITIONAL SERVICES:

Additional services required as a result of substantial changes in the established scope of services, project program or concept; unforeseen constraints; new, revised or improper interpretations or applications by government staff or officials of local development regulations or Comprehensive Plan policies; revisions to plans or documents prepared by others not directly affiliated with Lucido and Associates; or as requested by the Client will be billed at either the hourly rates referenced herein or at agreed upon fixed fees. Additional services include, but are not limited to, planned unit development agreements; governmental applications for development approval not specifically listed herein; conceptual site plans, master plans, final site plans; phasing plans; meetings/site visits not listed in the scope of services no site visits or construction meetings; traffic analyses or review and coordination of traffic related issues; revising previously approved drawings; additional graphics, elevations, cross-sections, perspectives, color renderings or photo boards not specifically listed herein; tree surveys or mitigation plans; architectural services, review of architectural plans or coordination of architectural issues; engineering services, review of engineering plans or coordination of engineering issues; site lighting or electrical engineering; structural plan; governmental or building permits; permit drawings; environmental surveys or review and coordination of environmental related issues; and other such services not otherwise listed in the scope of services.

INSURANCE:

The Consultant carries Worker's Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will acquire such additional insurance, if obtainable, at the Client's expense.

TERMS:

Invoices shall be considered past due thirty (30) days from the date of billing. Work process shall stop after account is thirty (30) days in arrears. In connection with any litigation, including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees. In the event any invoice or any portion thereof remains unpaid for more than thirty (30) days following the invoice date, the Consultant may initiate collection and/or legal proceedings to collect the same. Any sum due the Consultant which is not paid within thirty (30) days after submission of an invoice shall bear interest at a rate of one and one-half percent (1-1/2%) per month from the date of submission of the invoice until paid

Mr. Hank Deibel, Arcadis
LA #16-260 66th Avenue
April 12, 2016
Page 3 of 5

in full. If the Client objects to an invoice, it must advise the Consultant in writing providing its reasons within 14 days of receipt of the invoice, or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

The parties acknowledge that a substantial portion of negotiations and anticipated performance of this agreement occurred or shall occur in Indian River County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Indian River County; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection which he or she may have to the laying of venue of any such suit, action or proceeding in such court. The Client understands and agrees that if all fees and reimbursable expenses are not paid, that after the conclusion and/or termination of the representation, the Consultant may report such non-payment to the appropriate credit reporting agencies. In addition, the Client understands and agrees that after the conclusion and/or termination of the representation, the Consultant may assign any unpaid fees and costs to an appropriate collection agency for collection, or initiate a collection action itself.

All original drawings and information are to remain the property of the Consultant (all copies of drawings to be supplied to Client for their files). The Client will be provided with copies of final drawings and/or reports for information and reference purposes. Plans and documents are not to be used for Construction purpose without Consultant approval. Boundary survey shall be provided by Client in digital format in State Plane Coordinate System. All Consultant information and materials may not be used for the benefit of any third party without approval by the Consultant.

Technical and pricing information in this proposal is confidential and the proprietary property of the Consultant, and is not to be disclosed or made available to third parties without the written consent of the Consultant. All plans, documents and graphics are to be considered accepted after submittal to the appropriate governing jurisdiction.

The Consultant will not be responsible for Government Certification of our landscape designs or other associated planting or site problems if not contracted to provide site inspection services during plant installation.

All conceptual, master and final site plans produced by the Consultant are diagrammatic and not to be used for construction purposes. All master and final site plans must be horizontally controlled and brought into compliance with regulatory site design standards by the Client's engineer for construction purposes.

The obligation to provide further services under this Agreement may be terminated by the Client upon thirty (30) days written notice in the event of any substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Consultant will be paid for services rendered to the date of notice, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Consultant as a result of such termination. The fee and timing for the quote above is valid for a period of thirty (30) days from the date of this contract.

In the event the Consultant's compensation under this agreement is a fixed fee, upon such termination, the amount payable to the Consultant for services rendered will be a proportional amount of the total fee

Mr. Hank Deibel, Arcadis
LA #16-260 66th Avenue
April 12, 2016
Page 4 of 5

based on the ratio of the amount of the work done, as reasonably determined by the Consultant, to the total amount of services which was to have been performed, less prior partial payments, if any, which have been made.

Consultant shall not be responsible for, or liable for:

1. Changes to the Client-approved or submitted site plan or development application that may result from Client directives; changes to construction plans or surveys.
2. New, revised or improper interpretations or applications by government staff or government officials of development regulations or Comprehensive Plan policies.
3. Amendments to government approved final site plans that may result from platting requirements.
4. Delays to site plan or development applications or responses to staff reports that may be created by project team members, government agencies or any other unforeseen circumstances that may result from the development review process.
5. The quality of work or technical data and analysis provided by other project team members such as plans, documents, or electronic data prepared by the project engineer, surveyor, attorney, architect, traffic consultant, environmental consultant or others not employed by Lucido & Associates.

This contract does not guarantee government approval of the development application. Consultant shall not be responsible for, or liable for, the denial of a government application based on failure to perform by project team member; or new, revised, or improper interpretations or applications of local development regulations or Comprehensive Plan policies by government staff or officials; or any other unforeseen circumstances that may result from the development review process.

The Client acknowledges and agrees that land use matters at all levels of government are time consuming and unpredictable. The Consultant cannot guarantee success nor can the Consultant guarantee the timing of the governmental process. All time estimates, if any, are simply estimates based upon past experience and eventual time frames may vary considerably from any estimates given. The Consultant is not responsible for any time delays or damages to the Client because of any time delays regardless of the source of the delays. All fees charged by government are to be paid by the Client, regardless of the amount of the fee or the reason for the fee. The Consultant is not responsible for any fees charged by the government. The governmental process in land use matters may also involve the Client engaging other professionals to assist the Client. The Client is responsible for engaging all other professionals to assist the Client in achieving the Client's land use goals. The Consultant is not responsible for engaging other professionals, is not responsible for work product of other professionals and is not responsible for any fees of other professionals. The Consultant is not responsible for the government misinterpreting government regulations or making new interpretations of government regulations inconsistent with past interpretations.

Mr. Hank Deibel, Arcadis
LA #16-260 66th Avenue
April 12, 2016
Page 5 of 5

SIGNATURE

Please sign and return a copy of the proposal to us via mail or email. Retain the original proposal for your records. Work will commence upon receipt of the executed proposal.

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2016.

LUCIDO & ASSOCIATES, LLP

ARCADIS-US

By: Thomas Lucido & Associates, P.A.
a Florida Corporation
Its Managing Partner

By:

Thomas P. Lucido, RLA, ASLA
President

BN/kpa

By:

Hank Deibel
Associate Vice President

ARCADIS SURVEY ESTIMATE WORKSHEET

CLIENT: INDIAN RIVER COUNTY

BY: W. DWINE
PROJECT: 66TH AVENUE

卷之三

DATE: 4/11/2016

8C

INDIAN RIVER COUNTY, FLORIDA MEMORANDUM

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

THROUGH: Christopher R. Mora, P.E., Public Works Director *RM*
Richard B. Sypyrka, P.E., Assistant Public Works Director *PS*

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

SUBJECT: **Work Order No. 6, Kimley-Horn & Associates, Inc.**
Oslo Road and 66th Avenue Intersection Improvements

DATE: May 12, 2016

DESCRIPTION AND CONDITIONS

On November 15, 2011, the Board of County Commissioners approved the Continuing Contract for Professional Services with Kimley-Horn & Associates, Inc. and on November 4, 2014, approved an Extension and Amendment of the Continuing Contract.

The purpose of Work Order No. 6 is to provide design for a traffic signal at the intersection of Oslo Road and 66th Avenue to be constructed in conjunction with the intersection improvements currently under design by the Engineering Division. The overall improvements will consist of the reconstruction of the intersection providing left turn lanes on Oslo Road and southbound on 66th Avenue with the installation of the traffic signal.

FUNDING

Funding is budgeted in Traffic Impact Fees, District 3, Account No. 10215341-066510-13005, Oslo Road and 66th Avenue Intersection Improvements in the amount of \$23,140.00.

RECOMMENDATION

Staff recommends approval of Work Order No. 6 to Kimley-Horn & Associates, Inc. authorizing the above-mentioned professional services as outlined in the attached Scope of Work (Exhibit A) and requests the Board to authorize the Chairman to execute the attached Work Order No. 6 on their behalf for a lump sum amount of \$23,140.00.

ATTACHMENTS

Work Order No. 6

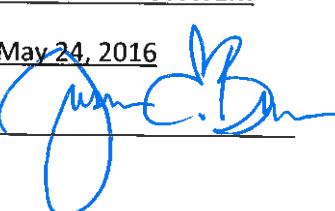
DISTRIBUTION

Kimley-Horn Associates, Inc.

APPROVED AGENDA ITEM

FOR May 24, 2016

BY



Indian River County	Approved	Date
Administration	<i>Cm</i>	5/18/16
Budget	<i>MS</i>	5/17/16
Legal	<i>WHD</i>	5-15-16
Public Works	<i>Cm</i>	5/13/16
Engineering	<i>RM</i>	5/12/16

Oslo Road (9th St. SW) and 66th Avenue Intersection Improvement**IRC Project No. 1203**

This Work Order Number 6 is entered into as of this _____ day of _____, 2016, pursuant to that certain Continuing Contract Agreement for Professional Services, dated November 15, 2011 and that certain Extension and Amendment of Continuing Contract Agreement for Professional Services entered into as of the 4th day of November, 2014 (collectively referred to as the "Agreement"), by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("COUNTY") and Kimley-Horn & Associates, Inc.("Consultant").

EXHIBIT A**SCOPE OF WORK**

The COUNTY desires to prepare traffic signalization plans associated with the Oslo Road/ 66th Avenue Intersection Improvement Project. It is understood that the proposed signalization improvements will consist of a box span-wire traffic signal assembly at the subject intersection which will be designed to meet current IRC and FDOT standards. It is understood that the proposed signalization design will be performed based upon the proposed IRC roadway geometry.

The plans will include the design and layout of proposed signal poles, signal heads, loops, conduit, and pull boxes. The plans will include all call outs, loop detector chart, controller timing chart, signal head details, sign details, controller notes, signal operating plan, overhead street name sign design details, pole schedules, tabulation of quantities.

The set of plans will include the following sheets: key sheet; tabulation of quantities; general notes; plan sheet; sign work sheets (if necessary) and strain pole schedule. The COUNTY will provide geotechnical data necessary to support the strain pole selection.

The County agrees to provide (in a timely manner) the following material, data, or services as required in connection with the work to be performed under this Agreement; all of which information the CONSULTANT may use and reasonably rely upon:

- A. Provide the CONSULTANT with a geotechnical investigations, traffic counts, preliminary data or reports available, existing location surveys, topographic surveys, and related documents required to complete the construction documents.
- B. Provide the CONSULTANT with all available drawings, right-of-way maps, and other documents in the possession of the County pertinent to the project.
- C. The County shall make provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services.
- D. The County will promptly execute all permit applications and provide application and review fees necessary to expedite the acquisition of any local, state or federal permits made necessary by the project.

- E. The County will pay for all permit fees.

A. Traffic Signalization Plans:

Roadway set of plans shall consist of the following:

	60%	90%	100%
Cover Sheet	C	C	F
Summary of Pay Items	P	C	F
Summary of Quantities & General Notes	P	C	F
Signalization Plans	P	C	F
Construction Cost Estimate and Quantities	C	C	F

Notes: P – Preliminary, C – Complete, but subject to change, F - Final

The plans will be prepared based upon English units. Final digital design documents will be provided to the County in AutoCAD format.

The following additional data shall be utilized for development of the plans:

1. The roadway plans sheets will be drawn at a scale of 1" = 40' prepared on 11" x 17" sheets.
2. Plan sheets shall depict existing right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal PI's shall be included on the Plan or summarized in an alignment table.
3. Plans shall include spot grades adequate to describe any proposed grading.
4. Match lines shall not be located within the limits of an intersection.
5. If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.
6. All quantities shall reference FDOT Pay Item Numbers.
7. All details shall reference FDOT Index Numbers.
8. All specifications shall reference to County and/ or FDOT Specifications for Road and Bridge Construction. Any deviations are special specifications not included in FDOT Specifications are required in the Technical Specifications.
9. 60%, 90% abd 100% Plan Submittals shall include the following:
 - i. Three (3) Sets of Signed and Sealed Plans.
 - ii. One (1) Opinion of Probable Construction Cost
 - iii. One (1) CD with drawings in PDF format, final submittal shall include .dwg files.
 - iv. The CONSULTANT will provide construction documents and calculations in sufficient quantity as required by the various reviewing agencies.

B. Utility Coordination:

The CONSULTANT will coordinate with franchise utility operators in the vicinity of the project such that the proposed construction activities can be developed to minimize impacts to existing utilities located within the project limits. Any utility permitting and relocation design required to accommodate the proposed improvements will be addressed as an additional service relative to this scope of work.

FEE SCHEDULE

The COUNTY agrees to pay and the Consultant agrees to accept for services rendered pursuant to this Agreement fees inclusive of expenses in accordance with the following:

A. Professional Services Fee

The basic compensation mutually agreed upon by the Consultant and the COUNTY is as follows:

Lump Sum Components

<u>Task</u>	<u>Labor Fee</u>
Traffic Signalization Plans	\$ 20,360
Utility Coordination	\$ 2,780
Project Total	\$ 23,140

TIME SCHEDULE

Upon authorization to proceed by the COUNTY, final design documents are expected to take approximately three (3) months from the Notice to Proceed (NTP).

NTP	Upon BOCC Approval
Phase I Submittal (60% Design Plans)	1 months following NTP
Phase II Submittal (90% Design Plans)	2 months following NTP
Phase III Submittal (Final Design Plans)	3 months following NTP

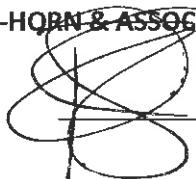
The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit A (Scope of Work), part of this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit A (Fee Schedule), part of this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit A (Time Schedule), part of this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT:

KIMLEY-HORN & ASSOCIATES, INC.

By: _____



Title: _____

Senior Vice President

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By: _____

Bob Solari, Chairman

BCC Approved Date: _____

Attest: Jeffrey R. Smith, Clerk of Court and Comptroller

By: _____

Deputy Clerk

Approved: _____

Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency: _____

Dylan T. Reingold, County Attorney

INDIAN RIVER COUNTY, FLORIDA

BOARD MEMORANDUM

TO: Joseph A. Baird,
County Administrator

THROUGH: Christopher R. Mora, P.E. *Cm* **CONSENT**
Public Works Director

THROUGH: Richard B. Szpyrka, P.E., *PSW*
Assistant Public Works Director

FROM: James D. Gray, Jr. *JDG*
Coastal Engineer

SUBJECT: **Work Order No. 21 Ecological Associates, Inc.**
Sector 3 Beach Restoration Project
2016 Post Construction Biological Monitoring Services

DATE: May 17, 2016

DESCRIPTION AND CONDITIONS

On March 19, 2013 the Board approved a contract with Ecological Associates, Inc. (EAI) for professional coastal environmental services in Indian River County for a two-year term, 2013-2015. On March 17, 2015 the Board renewed the contract until March 19, 2017. EAI is the selected County consultant for professional biological monitoring services related to the Sector 3 Beach Restoration Project.

The proposed Work Order No. 21 provides year 2016 post construction biological monitoring services relative to sea turtle monitoring and reporting and Nearshore Hardbottom monitoring and reporting of the Sector 3 Beach Restoration and Sector 3 Dune Repair Project Area. By Permit, annual Post Construction Biological monitoring is required following a large scale beach restoration project. The 2016 monitoring entails the following:

- “Year 1” post construction monitoring

Work Order No. 21 totals a lump sum amount of \$400,169.00

All subsequent annual biological monitoring of the Sector 3 Project area will be addressed through future work orders.

Page 2
BCC Agenda Item
Sector 3 Beach Restoration
May 17, 2016

FUNDING

Local funding of Beach Restoration includes a portion of Local Option Tourist Tax Revenue as well as allocation of the One Cent Sales Tax. Funding is budgeted and available for monitoring and of the Sector 3 Beach Restoration project in the Beach Restoration Fund, Sector 3 Post Construction Monitoring Account No.12814472-033490-05054. Additionally, this work order is eligible for 50% state cost through the Florida Department of Environmental Protection Beach Management Funding Assistance Program. Currently, State appropriated funds are available in FDEP Grant Agreement No. 14IR2.

RECOMMENDATION

The recommendation of staff is for the Board to approve Work Order No. 21 to the contract with Ecological Associates, Inc. and authorize the Chairman to sign on behalf of the County.

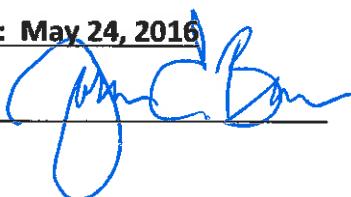
ATTACHMENT

Ecological Associates, Inc. Work Order No. 21 (1 original copy)

APPROVED AGENDA ITEM

FOR: May 24, 2016

BY:



Indian River County	Approved	Date
Administration	CM	5/18/16
Budget	MS	5/18/16
Legal	WAD	5-18-16
Public Works	Cm	5/17/16
Coastal Eng. Division	JDG	5/17/16

WORK ORDER NUMBER 21

SECTOR 3 BEACH AND DUNE RESTORATION PROJECT

**2016 POST CONSTRUCTION
BIOLOGICAL MONITORING SERVICES**

This Work Order Number 21 is entered into as of this _____ day of _____, 2016 pursuant to that certain Continuing Contract Agreement for Professional Services entered into as of March 19, 2013 ("Agreement"), and amended March 17, 2015, by and between Indian River County, a political subdivision of the State of Florida ("COUNTY") and The Trans†t Group, Inc. D.B.A Ecological Associates, Inc. ("CONSULTANT").

The COUNTY has selected the Consultant to perform the professional services set forth on Exhibit 1, attached to this Work Order and made part hereof by this reference. The professional services will be performed by the Consultant for the fee schedule set forth in Exhibit 2, attached to this Work Order and made a part hereof by this reference. The Consultant will perform the professional services within the timeframe more particularly set forth in Exhibit 2, attached to this Work Order and made a part hereof by this reference all in accordance with the terms and provisions set forth in the Agreement. Pursuant to paragraph 1.4 of the Agreement, nothing contained in any Work Order shall conflict with the terms of the Agreement and the terms of the Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Work Order as of the date first written above.

CONSULTANT

Ecological Associates, Inc.

By:



Stan DeForest

Title: President / CEO

Date: 17 May 2016

**BOARD OF COUNTY COMMISSIONERS
OF INDIAN RIVER COUNTY**

By:

Bob Solari, Chairman

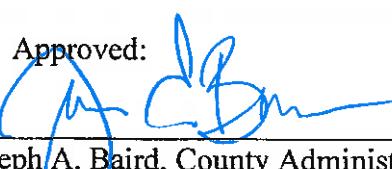
Attest: Jeffrey R. Smith, Clerk of Court and
Comptroller

By:

(Seal) Deputy Clerk

Approved:

By:



Joseph A. Baird, County Administrator

Approved as to form and legal sufficiency:

By:



William K. DeBral, Deputy County Attorney

EXHIBIT 1



Mr. James D. Gray, Jr.
Coastal Engineer
Indian River County Public Works
1801 27th Street
Vero Beach, Florida 32960

May 10, 2016

Re: Scope of Work and Cost Proposal for Sector 3 Post-construction Sea Turtle and Hardbottom Monitoring, Indian River County, Florida – 2016.

Dear Mr. Gray:

Ecological Associates, Inc. (EAI) is pleased to submit its Scope of Work (SOW) and Cost Proposal for providing Professional Environmental Services in support of Indian River County's Sector 3 Beach Restoration Project. Services described herein conform to biological monitoring requirements stipulated in Florida Department of Environmental Protection (FDEP) JCP Permit #0285993-001-JC (and associated modifications) and applicable U.S. Fish and Wildlife Service (USFWS) Biological Opinions (BOs) for the Sector 3 Project. This work will satisfy requirements for:

- Year 1 post-construction monitoring for the Sector 3 Dune Repair Project (R-24 to R-55)

EAI will perform the following tasks under this SOW, with support from its sub-contractor, CSA Ocean Sciences Inc. (CSA), as detailed in Exhibit A:

- Weekly post-construction escarpment monitoring;
- Post-construction sea turtle monitoring;
- Marking and monitoring of a representative sample of nests to determine nest fate and reproductive success;
- Comprehensive nighttime lighting evaluations;
- Nearshore hardbottom monitoring;
- Post-construction UMAM analysis of hardbottom impacts; and
- Data management and reporting, as conditioned in regulatory permits for the project.

All sea turtle monitoring activities will be performed under Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Permit MTP-16-010 in accordance with current or future superseding conditions and guidelines issued by the permitting agency.

Indian River County Sector 3 Sea Turtle Monitoring – 2016
Scope of Work – May 10, 2016

Records of monitoring activities during 2016 will be provided to the County in a form and at frequencies mutually agreed upon. Monthly data reports and a year-end summary report will be provided to the County in accordance with Exhibits B (Deliverables) and C (Schedules).

EAI will submit its monthly billings for services to the County in accordance with the fees set forth in Exhibit D (Costs). No deposit or retainers are required. Implementation of EAI's services is contingent upon receipt of a Notice to Proceed.

Ecological Associates, Inc. appreciates the opportunity to be of continued service to Indian River County. Please feel free to give me a call should you have any questions regarding EAI's proposed services or associated costs.

Sincerely,



Niki Desjardin
Project Manager

c: Stan DeForest/President

EXHIBIT A
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

ECOLOGICAL ASSOCIATES, INC.
P.O. BOX 405
JENSEN BEACH, FLORIDA 34958

SCOPE OF WORK

- 1) ***Project Boundaries.*** The area to be monitored (Study Area) extends from R-20 south to R-68 in Indian River County (Sector 3). This includes the Sector 3 Dune Repair Project and a control beach. Construction of the Dune Repair Project (R-24 to R-55) was completed in the spring of 2015. The control beach, immediately south of the Sector 3 Project Area, extends from R-60 to R-68.
- 2) ***Monitoring Period.*** Post-construction monitoring activities will commence May 1, 2016 and will continue through approximately February 2017, as stipulated below.
- 3) ***Weekly Post-construction Scarp Monitoring (FDEP Specific Condition No. 24).*** Escarpment (scarp) surveys will be conducted on a weekly basis within the Sector 3 Project Area from May 1 through September 30, 2016. In accordance with FWC protocol, scarps are functionally defined as an abrupt change in beach slope (greater than 45°) at least 18 inches in height that persists for a distance of 100 feet or more. The location of both the northern and southern terminus of each scarp will be recorded by GPS and average scarp height assigned to one of three categories (0 to 2 feet, 2 to 4 feet, and 4 feet or higher). Additionally, the maximum height of each scarp will be measured. The location (relative to R monuments), approximate length, height category, maximum height, and percentage of beach scarped will be presented in tabular and/or graphic format for reporting purposes. *EAI will submit weekly reports of scarp monitoring data to FWC (marineturtle@myfwc.com).* *EAI will also notify the County of any persistent scarps within the Project Area that may interfere with sea turtle nesting. The County shall be responsible for notifying FWC of the presence of those scarps and for coordinating any remediation measures, if required.*
- 4) ***Post-construction Nesting Beach Sea Turtle Monitoring and Reporting (FDEP Specific Condition No. 29).*** Daily early morning nesting surveys will be conducted throughout the Sector 3 Study Area beginning May 1 and continuing uninterrupted through October 15, 2016 (per conditions outlined in the Statewide Programmatic BO). Thereafter, the surveys will be conducted approximately three days each week until the last marked nest has been evaluated.

During the daily surveys, all emergences (turtle crawls) apparent from the previous night will be interpreted to determine which species of turtle came ashore and whether or not it nested. Crawls will be denoted as being either above or below the previous high tide line.

EXHIBIT A
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

Throughout the period of monitoring, all nests and false crawls will be enumerated by pre-established survey zones and their approximate geographic locations determined by GPS (sub-meter accuracy). Each false crawl will be categorized as to the stage at which the nesting attempt was abandoned in conformance with FWC requirements for beach restoration projects. Additionally, all obstacles (e.g., scarps, seawalls, etc.) encountered by turtles during their emergences onto the beach will be documented.

EAI will coordinate its monitoring activities with other FWC Marine Turtle Permit Holders within the Project Area to ensure that it does not interfere with their data collection efforts. EAI will also coordinate its monitoring activities in a manner that best supports the County's Habitat Conservation Plan (HCP) and will furnish data collected under this Scope of Work to the County's HCP Coordinator in a format compatible with the HCP database.

Upon conclusion of sea turtle data analyses for the 2016 nesting season, a draft interpretive report, including an assessment of project impacts, if any, will be submitted to the County. This assessment will be based on statistical and other comparisons of nesting and reproductive success data between treatment and control areas. EAI will meet with the County to review and identify any changes warranted in the interpretive report. After such changes are made by EAI, a final report will be prepared and submitted to the County.

- 5) ***Nest Marking and Monitoring (FDEP Specific Condition No. 29).*** A representative sample of nests within the Sector 3 Project Area, as well as the control, will be marked between May 1 and September 15, 2016 and monitored throughout their incubation periods to determine nest fate and reproductive success. The clutch of each marked nest will be located and surrounded by a series of small stakes connected by brightly colored surveyor's tape.
- 6) ***Nighttime Lighting Evaluations.*** EAI will conduct two nighttime lighting evaluations of beachfront properties within the Sector 3 Dune Repair Project Area to assess compliance with local ordinances as well as the County's Habitat Conservation Plan. One survey will be conducted in May 2016, with a follow-up survey between July 15 and August 1. During the surveys, non-compliant beachfront lighting will be identified, assigned a problem code, and recorded using highly-accurate GPS systems. A report will be generated in Excel format (which will include County-specific data fields), identifying each facility and all non-compliant lights as well as recommended modifications. Geo-referenced maps will also be created showing the locations of all non-compliant lights identified during the surveys.
- 7) ***Nearshore Hardbottom Monitoring (FDEP Specific Conditions No. 48 through 54).*** CSA will perform nearshore hardbottom monitoring within and surrounding the Sector 3 Dune Repair Project Area, which extended from R-20 through R-55, and a reference area to the south (R-63 to R-65) to fulfill requirements for

EXHIBIT A
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

“Nearshore Hardbottom Monitoring” identified in the FDEP approved Biological Monitoring Plan and FDEP JCP permit modification 0285993-008-JN, Specific Conditions 48 through 54. This task, which constitutes Year 1 post-construction monitoring of the Sector 3 Dune Repair Project Area, will consist of two elements: field surveys along previously established transects, and mapping of the nearshore hardbottom edge. Monitoring will include the survey of 22 previously established permanent cross-shore transects (R-21, R-22, R-24, R-25, R-26, R-28.5, R-30.5, R-32, R-34, R-36, R-38, R-40, R-42, R-44, R-48, R-50, R-52, R-54, R-56, R-60.5, Ref. R-63, and Ref. R-65). Along each transect, video, still photographs, and repetitive *in situ* quadrat data will be collected. The monitoring also will include the mapping of the landward edge of hardbottom from R-24 to R-57 (Sector 3 Dune Repair Project, approximately 36,000 ft). Results will be compared to historical data (2007 to 2015) for Phases 1, 2, and 2B of the Sector 3 Beach and Dune Restoration Project (previously constructed from 2010-2012).

- 8) ***Preparation of an Annual Biological Monitoring Report (FDEP Specific Condition No. 54).*** Following the completion of field survey efforts, CSA will analyze transect and quadrat data in accordance with the FDEP Biological Monitoring Plan and prepare a summary report. The report will include appropriate graphics, tables, statistical analyses of the collected data, comparisons to previous years’ survey data, and an assessment of project-related impacts to hardbottom communities. During 2016, FDEP has waived the requirement to collect, analyze and report biological data from quadrat surveys, however, at the recommendation of Indian River County, these data will be collected and reported as described in item #10, below.
- 9) ***Aerial Imagery Ground-truthing and Interpretation/mapping (FDEP Specific Condition No. 53).*** CSA will coordinate with the County’s selected contractor to schedule aerial imagery collection during a period of optimal site conditions to maximize data quality and allow concurrent *in situ* diver ground-truthing for habitat verification. CSA will perform ground-truthing using bounce dives and/or cross-shore video transects. Geo-referenced field positions will be included in copies of the ground-truthing photography and/or transect video record to be provided to the County and FDEP.

The aerial images obtained from the contractor will be digitized by CSA (as needed) to produce GIS-based habitat maps (ESRI shape files) and facilitate further analysis. CSA will use its ground-truthing to interpret the aerials used to produce the GIS-based habitat maps. These maps will then be used by CSA to assess post-construction hardbottom impacts (physical burial) potentially attributable to the Dune Repair Project.

- 10) ***Post-Construction UMAM Analysis of Hardbottom Impacts.*** Based upon the assessment of hardbottom impacts and aerial imagery interpretation, CSA will conduct a Uniform Mitigation Assessment Methodology (UMAM) analysis, pursuant to Chapter 62-345, F.A.C. The UMAM analysis will include qualitative descriptions of impacted communities and associated ecological functions, and

EXHIBIT A
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

quantitative estimates of the extent of impacts. CSA will confer with FDEP staff during and upon completion of the UMAM analysis to access any actual hardbottom impacts or the absence of impacts potentially attributable to the Project.

- 11) ***Quadrat Biological Data Analysis and Reporting (Optional).*** During 2016, FDEP will not require the collection of biological data during quadrat surveys. However, CSA will collect these data (per discussions with Indian River County) and retain them in raw format. They will not be included in the data deliverables, analyses and reporting unless later deemed necessary by Indian River County.
- 12) ***Summary Spreadsheet of Sea Turtle Nesting Activity (FDEP Specific Condition No. 29).*** At the end of the 2016 nesting season, an Excel spreadsheet of all nesting activity and reproductive success will be prepared and submitted electronically to the County and FWC.

EXHIBIT B
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

ECOLOGICAL ASSOCIATES, INC.
P.O. BOX 405
JENSEN BEACH, FLORIDA 34958

DELIVERABLES

Unless otherwise specified below, all reports will be delivered in a format (hard and/or electronic) and in such quantities as requested by the County. All reports will be submitted to the County in accordance with Exhibit C.

Sea Turtle Monitoring

Scarp Monitoring: Data will be reported electronically each week to FWC and the County. The County will also be notified by phone or electronically of any scarp that persists for two consecutive weekly surveys. Results of surveys conducted each month, including locations, heights, and lengths will be tabulated for inclusion in the Monthly Reports.

Monthly Reports: Records of daily sea turtle monitoring activities, including names of monitoring personnel and times of monitoring will be maintained for the duration of monitoring. Within two weeks following the end of each calendar month, EAI will submit a summary report to the County that will include, a log of sea turtle monitoring activities, number of sea turtle nests and false crawls by species, number of sea turtle nests marked and evaluated, and results of scarp monitoring. Upon conclusion of data analyses for the 2016 nesting season, a draft interpretive report, including an assessment of project impacts, if any, will be submitted to the County. This assessment will be based on statistical and other comparisons of nesting and reproductive success between treatment and control areas. EAI will meet with the County to review and identify any changes warranted in the interpretive report. After such changes are made by EAI, a final draft of the report will be submitted to the County.

Nesting Database: All sea turtle data collected during the project will be incorporated into an Access database maintained by EAI. This data will be provided to the County in an electronic format, as mutually agreed upon, for incorporation into the County's HCP database. Appropriate QA measures will be implemented to ensure that data are completely and accurately transferred from field data sheets to the electronic database.

Lighting Evaluation Reports: Results of nighttime lighting evaluations will be summarized in an Excel spreadsheet and a geo-referenced map will be compiled and submitted to the County in electronic format.

Summary Spreadsheet: Upon completion of all field monitoring activities, an Excel spreadsheet tabulating sea turtle monitoring results, as required by FDEP Specific Condition No. 29, will be prepared and submitted to the County and FWC.

EXHIBIT B
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

Hardbottom Monitoring

Hardbottom Monitoring Report: Following completion of the field survey effort, CSA will analyze the transect and quadrat data per FDEP Biological Monitoring Plan requirements and prepare a draft summary report. The report will include appropriate graphics/tables, statistical analyses of the collected data, comparisons to previous years' survey data, and an assessment of project-related impacts to hardbottom communities. The report will be provided in hard copy and digital format. Data deliverables on portable hard drive will include frame-grabbed images from all transects, PointCount files and associated data, Excel spreadsheets of PointCount data, and Excel spreadsheets of *in situ* quadrat data.

UMAM Analysis: A UMAM report will be provided to the County that will include qualitative descriptions of impacted communities and associated ecological functions, and quantitative estimates of the extent of impacts. The UMAM spreadsheets, in addition to supporting documentation, will be provided in hard copy and digital format to the County for review prior to submittal to FDEP

Optional Analysis of Quadrat Biological Data: CSA will perform the data entry, analysis and reporting of the quadrat biological data collected during 2016 at the discretion of Indian River County. The report will include the appropriate tables, graphs, and statistical analyses to provide comparisons with previous reports. Excel spreadsheets, photographs and the report of *in situ* biological data will be provided in hard copy and in digital format.

The draft Hardbottom Monitoring and UMAM reports will be provided to the County for distribution to a 3rd party for impartial review and comment. CSA and/or EAI will then coordinate with the County and 3rd party reviewer to identify and discuss any needed changes to the draft summary and UMAM reports. After such changes are made by CSA, EAI will forward the summary report to FDEP in partial fulfillment of permit conditions.

EXHIBIT C
Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

ECOLOGICAL ASSOCIATES, INC.
P.O. BOX 405
JENSEN BEACH, FLORIDA 34958

PROJECT SCHEDULE

Deliverables. The following work products will be provided to Indian River County in accordance with the schedules specified below:

Deliverable	Content	Delivery Date
Monthly Sea Turtle Data Summaries	Dates and times of monitoring, names of monitoring personnel, numbers of sea turtle emergences by species, results of escarpment monitoring, and numbers of nests marked and evaluated for reproductive success.	The last day of each month following delivery of services (e.g., March report due no later than April 30)
Nighttime Lighting Evaluation Reports	Excel spreadsheet detailing all non-compliant lights observed, including all County-required data fields; geo-referenced map.	Within 30 days of completion of evaluation
Data From Nearshore Hardbottom Monitoring	Frame-grabbed images from all transects, point count files and associated data, Excel spreadsheets of point count data, and Excel spreadsheets of <i>in situ</i> quadrat data.	Within 60 days of completion of corresponding field activities
Hardbottom Impact Assessment	An analysis of transect, quadrat, and nearshore hardbottom edge data, including appropriate graphics/tables, interpretation of aerial imagery, statistical analyses, and assessments of project-related impacts. A GIS-based habitat map and Geo-referenced field positions (ESRI shape files) will be included in copies of the ground truthing photography and/or transect video records.	Within 90 days of completion of all field activities
UMAM Analysis	Statistical analyses of pre- and post-construction hardbottom exposure including net loss/gain of hard bottom, sand volume and distribution changes, accompanied by UMAM spreadsheets and supporting documentation.	Within 90 days of completion of all field activities
<i>Optional</i> Analysis of Quadrat Biological Data	Data entry, analysis, and report summarizing quadrat biological data; report will include tables, graphs, and statistical analyses providing comparisons with previous reports.	Within 90 days of notification by County

EXHIBIT C

Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

Deliverable	Content	Delivery Date
FDEP Sea Turtle Monitoring Data Spreadsheet	All nesting survey data and reproductive success data summarized in an Excel spreadsheet	December 31, 2016

EXHIBIT 2

EXHIBIT D

Indian River County Sector 3 Marine Turtle & Biological Monitoring – 2016

ECOLOGICAL ASSOCIATES, INC.
P.O. BOX 405
JENSEN BEACH, FLORIDA 34958
FEIN: 61-1747043

COST PROPOSAL – May 10, 2016

PROJECT NAME: Indian River Co. Sector 3 Sea Turtle Monitoring – 2016
(EAI Project No. 16-339)

CLIENT: Mr. James D. Gray, Jr.
Coastal Engineer
Indian River County Public Works
1801 27th Street
Vero Beach, Florida 32960
Phone: (772) 226-1344 * Email: jgray@ircgov.com

PROJECT DESCRIPTION: Daily sea turtle monitoring and related permit-compliance monitoring along approximately 8.3 miles of beach from R-24 south to R-68 in Indian River County, Florida, as described in EAI's Scope of Work dated May 10, 2016.

PROJECT DURATION: May 1, 2016 – February 28, 2017.

COSTS: All services will be provided at fixed cost (lump sum), as itemized below.

TASK ¹	DESCRIPTION	CHARGE
3	Escarpment monitoring (May – September 2016)	\$2,774.00
4a	Post-construction sea turtle monitoring, including data entry analysis and reporting (May – November 2016)	\$73,013.00
4b	Sea turtle data management (QA/QC)	\$4,918.00
4c	Sea turtle project management	\$2,074.00
5	Nest marking, monitoring, and reproductive success	\$10,483.00
6	Nighttime lighting evaluations	\$1,765.00
7 ²	Nearshore hardbottom surveys	\$166,903.00
8 ²	Nearshore hardbottom summary report	\$79,497.00
9 ²	Aerial imagery interpretation, ground truthing, and habitat mapping	\$31,761.00
10 ²	UMAM analysis, including report	\$8,113.00
11 ²	<i>Optional</i> Quadrat Biological Data Analysis and Reporting	\$15,636.00
12	FDEP permit-required sea turtle monitoring data spreadsheet	\$3,232.00
TOTAL COST		\$400,169.00

¹ Corresponds to numbers shown in Scope of Work, Exhibit A.

² Sub-contracted service.

INDIAN RIVER COUNTY, FLORIDA
MEMORANDUM

8E

TO: Joseph A Baird; County Administrator

DEPARTMENT HEAD CONCURRENCE:

Mr. Boling

Stan Boling, AICP; Community Development Director

THROUGH: John W. McCoy, AICP; Chief, Current Development *JWM*

FROM: Ryan Sweeney; Senior Planner, Current Development *RS*

DATE: May 12, 2016

SUBJECT: 790 A1A, LLC's Request for Final Plat Approval for Sandy Lane PD
[2014060029-76352 / PD-15-07-02]

It is requested that the data herein presented be given formal consideration by the Board of County Commissioners at its regular meeting of May 24, 2016.

DESCRIPTION & CONDITIONS:

The Sandy Lane PD is a 6.02 acre residential planned development project consisting of 9 lots at an overall density of 1.49 units per acre. The subject site is located on the south barrier island, east of Highway A1A, south of White Heron Lane (The Dunes Subdivision), and north of Corona Lane (Ten Coins on the Ocean Subdivision). The project site is zoned RS-3, Residential Single-Family (up to 3 units/acre) and has an L-1, Low-Density Residential-1 (up to 3 units/acre) land use designation.

On September 24, 2015, the Planning & Zoning Commission granted preliminary PD plan/plat approval for the Sandy Lane PD project. The Sandy Lane PD is a residential PD project that was approved by the Board of County Commissioners at its regular meeting of October 20, 2015 as a special exception and conceptual PD plan. The applicant subsequently obtained a land development permit and commenced construction on the PD improvements. As of this time, the applicant has built 77.24% of the required PD improvements, and has "bonded-out" for the remaining 22.76% of the required improvements. The applicant has submitted the following:

1. A final plat in conformance with the approved preliminary PD plan/plat;
2. An Engineer's Certified Cost Estimate for the remaining required improvements; and
3. A Contract for Construction of remaining required improvements and \$183,372.01 in the form of an irrevocable letter of credit.

The Board is now to consider granting final plat approval for the Sandy Lane PD.

ANALYSIS:

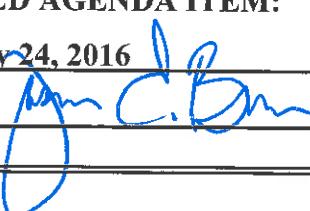
Most, but not all, of the required Sandy Lane PD improvements have been completed. As provided for under the LDRs applicable to this final PD plan/plat application, the applicant is proposing to "bond-out" for the remaining 22.76% of the required Sandy Lane PD improvements (e.g. utilities, drainage, landscaping, roadways). Public Works, Planning, and the City of Vero Beach Utilities Department have reviewed and approved the submitted Engineer's Certified Cost Estimate for the remaining Sandy Lane PD improvements. The County Attorney's Office has reviewed and approved the submitted Contract for Construction of Required Improvements. The contract for construction and security arrangement, which represents 125% of the estimated cost to construct the remaining required improvements, have been executed by the County Administrator and will be effective upon final plat approval. An irrevocable letter of credit in the amount of \$183,372.01 for the remaining improvements has been provided to the County. It should be noted that all improvements within Sandy Lane PD will be private, with the exception of certain utilities facilities. Those utility facilities will be dedicated to and maintained by the City of Vero Beach Utilities Department as the project site is located within the City of Vero Beach Utilities service area for water and sewer services.

RECOMMENDATION:

Based on the above analysis, staff recommends that the Board of County Commissioners grant final plat approval for Sandy Lane PD.

ATTACHMENTS:

1. Application
2. Location Map
3. Plat Layout
4. Contract for Construction of Required Improvements and Irrevocable Letter of Credit

APPROVED AGENDA ITEM:	
FOR:	May 24, 2016
BY:	

Indian River County	Approved	Date
Administrator		5/18/16
Legal		5-15-16
Budget		5/17/16
Risk Management		
Department		5/17/16

**INDIAN RIVER COUNTY
PLANNED DEVELOPMENT APPLICATION**



Please indicate the type of application being submitted:

Conceptual PD Special Exception:

Concurrent Conceptual PD Special Exception & Preliminary PD:

Preliminary Planned Development:

Final Planned Development:

Note: For a PD rezoning please use the appropriate rezoning application.

PROJECT NAME: Sandy Lane FKA 790 A1A Residential PD

Plan Number: PD- 15-07-02

Project #: 2014060029 - 76352

PROPERTY OWNER: (PLEASE PRINT)

790 A1A, LLC

NAME

6020 5th St SW

ADDRESS

Vero Beach, FL 32968

CITY, STATE, ZIP

772-473-0396

PHONE NUMBER

dolfkahle@gmail.com

EMAIL ADDRESS

George A. Kahle, III

CONTACT PERSON

PROJECT ENGINEER: (PLEASE PRINT)

Schulke, Bittle & Stoddard, LLC

NAME

1717 Indian River Blvd, Suite 201

ADDRESS

Vero Beach, FL 32960

CITY, STATE, ZIP

772-770-9622

PHONE NUMBER

jschulke@sbsengineers.com

EMAIL ADDRESS

Joseph W. Schulke, P.E.

CONTACT PERSON

APPLICANT (PLEASE PRINT)

Same as Owner

NAME

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

EMAIL ADDRESS

CONTACT PERSON

AGENT (PLEASE PRINT)

Same as Project Engineer

NAME

ADDRESS

CITY, STATE, ZIP

PHONE NUMBER

EMAIL ADDRESS

CONTACT PERSON

SIGNATURE OF OWNER OR AGENT

TAX PARCEL ID #(s) OF SUBJECT PROPERTY: 33401600000001000001.0 and 33401600000001000002.2

PROPERTY CLASSIFICATION(S):

<u>Land Use Designation</u>	<u>Zoning District</u>	<u>Acreage</u>
L-1	RS-3	6.02

TOTAL PROJECT ACREAGE: 6.02

EXISTING SITE USE(S): 1 single family residence

PROPOSED SITE USE(S) AND INTENSITY (e.g. # of units, square feet by use): 9 Single Family lots
1.5 units per acre

**** PLEASE COMPLETE THE SUBMITTAL CHECKLIST ****

The following items must be attached to the application:

- If the applicant is other than the owner(s), a sworn statement of authorization from the owner;
- One Two deeds and a verified statement naming every individual having legal or equitable ownership in the property; If owned by a corporation, provide the names and address of each stockholder owning more than 10% of the value of outstanding corporation shares;
- One Two copies of the owner's recorded warranty deed;
- A check, money order or cash made payable to "Indian River County";

Planned Development

Request - Conceptual PD Special Exception

less than 20 acres	\$ 2075.00
20-40 acres	2475.00
over 40 acres	2575.00 + 100.00
	for each additional 25 acres over 40 acres

Preliminary PD Plan

less than 20 acres	\$ 1150.00
20-40 acres	1250.00
over 40 acres	1300.00 + 50.00
	for each additional 25 acres over 40 acres

Final PD Plans

\$ 1400.00

For concurrent application fees combine the appropriate fees and subtract \$400.00.

✓ ✓
Ten sets of complete Conceptual, Preliminary or Final PD (final plat plans must be signed and sealed by surveyor). Plans as per Chapter 915, pursuant to the type of approval being requested.

Ma RP

Any requirements of the zoning or subdivision ordinance which the applicant is requesting to be waived (such as minimum lot width and size, street frontage requirements, setbacks, etc.), shall be clearly indicated by section and paragraph numbers, together with the rationale for the waiver request(s), on an attached sheet.

Ma FP

2 Aerials for conceptual or preliminary PDs

Ma SL

Itemized response to pre-application for conceptual or concurrent applications

Ma SP

2 sealed surveys NONE Submitted

Ma SP

3 sets of floor plans and elevation for commercial or multi-family buildings

Ma SP

Written Statement and Photograph of Posted Sign

For Final Plat's only

NO

CONSTRUCTION COMPLETE - BUILT OUT:

- (A) Certificate of Completion from Public Works or copy of letter to Public Works and Utilities requiring inspection of improvements

IF IMPROVEMENTS ARE DEDICATED TO THE PUBLIC:

- (B) Original Engineer's Certified Cost for Improvements (Signed and Sealed) OR

*CofC
not required
→ date*

NO

CONSTRUCTION INCOMPLETE - BONDING OUT:

- (A) Original Engineer's Certified Cost Estimate for Improvements (Signed and Sealed)

✓

COPIES OF DOCUMENTS TO BE RECORDED WITH THE FINAL PLAT:

a. Covenants, Deed Restrictions, Bylaws, etc. or Statement There Are None

b. Property Owner's Association Articles of Incorporation or Statement Indicating Why Recording of POA is Not Required (To be provided under separate cover)



Atlantic
Ocean

1488 Corona Lane
Greyson Property

Corona Lane

Corona Lane

3
2
1

3

三

2

Sandy Lane PD

**CONTRACT FOR CONSTRUCTION OF
REQUIRED IMPROVEMENTS
NO. PD-15-07-02 (2014060029-76352)**

THIS CONTRACT, made and entered into this ____ day of May, 2016 by and between 790 A1A, LLC, a Florida limited liability company, owner of the property being platted as Sandy Lane PD, hereinafter referred to as "Developer," and INDIAN RIVER COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County".

W I T N E S S E T H :

WHEREAS, Developer is commencing proceedings to effect a subdivision of land within Indian River County, Florida; and

WHEREAS, a final plat of the subdivision within the unincorporated area of Indian River County shall not be recorded until the Developer has installed the required improvements or has guaranteed to the satisfaction of the County that such improvements will be installed; and

WHEREAS, Developer requests the approval and recordation of a certain plat to be known as **Sandy Lane PD**; and

WHEREAS, the required improvements are to be installed after recordation of this plat under guarantees posted with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES HEREIN CONTAINED, the parties agree as follows:

1. Developer agrees to construct on or before May 24, 2017, in a good and workmanlike manner, those improvements described as follows:

See Exhibit "A" attached hereto

or otherwise required by the Indian River County Code in connection with the approval of said plat. A copy of the plat shall be recorded in the Public Records of Indian River County, Florida upon the final approval of the Board of County Commissioners and made a part hereof for all purposes.

2. Developer agrees to construct said improvements strictly in accordance with the land development permit, the most recent set of plans and specifications for this subdivision approved by the County and on file in the Planning and Development Division, and all County development regulations and standards,

including conditions and requirements of any applicable County right-of-way permit, all of which are hereby incorporated by reference and made a part hereof.

3. In order to guarantee performance of this contract, Developer shall simultaneously herewith furnish an irrevocable letter of credit, having an expiration date of not less than ninety (90) days beyond the date set forth in Paragraph 1, provided by a banking institution authorized to transact such business in this state, in a form to be approved by the County, naming Developer as customer and The Northern Trust Company, as the underwriting bank, in the amount of \$183,372.01, which amount is not less than one hundred twenty-five percent (125%) of the estimated total cost of improvements remaining to be constructed, as determined in accordance with the County's Subdivision and Platting Ordinance. It is understood that the full amount of the letter of credit shall remain available to the County and shall not be reduced during the course of construction. Developer may at any time substitute guarantees, subject to the approval as to form and amount by the County.

4. Up to \$1,000,000.00, or the limits of any applicable underlying or excess insurance coverage carried by Developer or to be obtained during the course of the construction of the subdivision improvements, Developer agrees to indemnify, hold harmless, and defend the County against any and all claims, damages, losses, and expenses, including attorney's fees, for property damage, personal or bodily injury, or loss of life, arising from the negligent acts or omissions of the Developer, its officers, employees, agents, or contractors, subcontractors, laborers, or suppliers, relating to the construction of the required improvements, including all those improvements to be constructed on existing publicly dedicated or County-owned property, such as street, sidewalk, bikepath, lighting, signalization, traffic control, drainage, water, or sewer improvements.

5. The County agrees to approve the plat for recordation in the Public Records of Indian River County, Florida upon a finding as to compliance with all applicable provisions of the County's Subdivision and Platting Ordinance and upon execution hereof. The County shall accept those areas specifically dedicated to the County for the purposes indicated on the plat at the time of plat recordation. However, nothing herein shall be construed as creating an obligation upon the County to perform any act of construction or maintenance within such dedicated areas until such time as the required improvements are satisfactorily completed.

Developer shall remain responsible for utility meter boxes, sewer clean outs, and drainage culvert inverts, to be in good repair, accessible, correctly plumbed, and not covered with topsoil, concrete or impervious material for the 1-year maintenance period commencing after County issuance of a Certificate of Completion. Notice of this ongoing responsibility shall be provided by Developer to any subsequent builder/homeowner.

Satisfactory completion in accordance with the land development permit, plans, specifications, and ordinance requirements of Indian River County shall be

determined by the County and shall be indicated by specific written approval of the Public Works Director or his designated representative, after receipt of a signed and sealed Certificate of Completion from the project engineer of record. Once the required improvements are completed to the satisfaction of County, Developer acknowledges that Developer is responsible for posting a 1-year warranty for road and drainage improvements as well as utility facilities, if applicable, in the amount of 25% of the costs of such improvements; and that appropriate warranty agreement and bill(s) of sale will need to be entered into. The funds posted under this Contract for Construction of Required Improvements will not be released until the applicable 1-year warranty postings and appropriate warranty agreement and bill(s) of sale are in place.

6. In the event the Developer shall fail or neglect to fulfill its obligations under this contract and as required by the Indian River County Code, the Developer, as principal, and the letter of credit (or any County approved substituted guarantees) shall be jointly and severally liable to pay for the cost of construction and installment of the required improvements and warranty to the final total cost, including but not limited to engineering, construction, legal and contingent costs, including reasonable attorney's fees incurred by the County, together with any damages, either direct or consequential, which the County may sustain as a result of the failure of Developer to carry out and execute all provisions of this contract and applicable ordinances of the County. In no event, however shall the liability of the underwriting bank (or any County approved substituted guarantees) under this paragraph exceed the total amount of the original obligation stated in the letter of credit (or any County approved substituted guarantees).

7. The parties agree that the County at its option shall have the right, but not the obligation, to construct and install or, pursuant to receipt of competitive bids, cause to be constructed and installed the required improvements in the event Developer shall fail or refuse to do so in accordance with the terms of this contract. Developer expressly agrees that the County may demand and draw upon the existing letter of credit (or any County approved substituted guarantees) for the final total cost of the improvements and warranty. Developer shall remain wholly liable for any resulting deficiency, should the letter of credit (or any County approved substituted guarantees) be exhausted prior to completion of the required improvements. In no event shall the County be obligated to expend public funds, or any funds other than those provided by the Developer, or the underwriting bank (or any County approved substituted guarantees) to construct and warranty the required improvements. Developer hereby gives permission to County, County's contractors and subcontractors to go on its property, known as proposed Sandy Lane PD, for purposes of completing the required improvements. If any portion of the property is sold by Developer, Developer acknowledges that the granting of this permission will be preserved and recited in any document transferring title to Developer's successor and/or assigns.

8. Any letter of credit (or any County approved substituted guarantees) provided to the County by Developer with respect to this contract shall exist solely for the use and benefit of the County and shall not be construed or intended in any way, expressly or impliedly, to benefit or secure payment to any subcontractor,

laborer, materialman or other party providing labor, material, supplies, or services for construction of the required improvements, or to benefit any lot purchaser(s), unless the County shall agree otherwise in writing.

9. This agreement is the full and complete understanding of the parties and shall not be construed or amplified by reference to any other agreement, discussion, or understanding, whether written or oral, except as specifically mentioned herein. This agreement shall not be assigned without the express written approval of the County. Any amendment, deletion, modification, extension, or revision hereof or hereto shall be in writing, executed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

790 A1A, LLC, a Florida limited liability company

WITNESSES:

sign: R Boga
print name: RICHARD BOGA

By George A. Kahle, III
George A. Kahle, III
Manager

DEVELOPER

sign: Luke Webb
print name: Luke Webb

INDIAN RIVER COUNTY, FLORIDA

By: _____

Joseph A. Baird
County Administrator

Authority: Resolution No. 2005-121
COUNTY

projected BCC plat approval date: May 24, 2016

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY WILLIAM K. DESARAL
DEPUTY COUNTY ATTORNEY

EXHIBIT A
Schulke, Bittle & Stoddard, LLC
Engineer's Site Construction Cost Estimate
SANDY LANE PD

For:
5/3/2016

Page 1 of 2

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	% COMPLETE	\$ COMPLETE	QTY. REMAINING	\$ REMAINING
PAVING / GRADING / DRAINAGE / EARTHWORK								
Mobilization	LS	1	\$ 5,000.00	\$ 5,000.00	90%	\$4,500.00	0.10	\$ 500.00
M.O.T.	LS	1	\$ 2,340.00	\$ 2,340.00	90%	\$2,106.00	0.10	\$ 234.00
Clear/Grub	AC	6	\$ 8,333.33	\$ 49,999.98	90%	\$44,999.98	0.60	\$ 5,000.00
Erosion Control / SWPP	LS	1	\$ 8,500.00	\$ 8,500.00	90%	\$7,650.00	0.10	\$ 850.00
Retention Area and Berm Earthwork	CY	6,240	\$ 5.00	\$ 31,200.00	90%	\$28,080.00	624.00	\$ 3,120.00
Import Fill	CY	1,000	\$ 11.00	\$ 11,000.00	90%	\$9,900.00	100.00	\$ 1,100.00
8' Stabilization	SY	2,955	\$ 4.84	\$ 14,302.20	90%	\$12,871.98	285.50	\$ 1,430.22
8' Coquina Rock	SY	2,800	\$ 11.71	\$ 32,768.00	90%	\$29,509.20	280.00	\$ 3,278.80
Asphalt Pavling 1 1/2" (S/D)	SY	2,682	\$ 11.98	\$ 32,130.36	0%	\$0.00	2,682.00	\$ 32,130.36
12" Stabilization	SY	440	\$ 4.84	\$ 2,129.60	90%	\$1,916.64	44.00	\$ 212.96
8' Coquina	SY	440	\$ 13.48	\$ 5,922.40	90%	\$5,330.16	44.00	\$ 592.24
Asphalt Pavement 2" (D/W)	SY	440	\$ 17.90	\$ 7,878.00	0%	\$0.00	440.00	\$ 7,878.00
Type D-curb	LF	220	\$ 9.70	\$ 2,134.00	0%	\$0.00	220.00	\$ 2,134.00
Signing and Pavement Markings	LS	1	\$ 3,861.00	\$ 3,861.00	0%	\$0.00	1.00	\$ 3,861.00
Sod (S/D ROW)	SF	24,850	\$ 0.35	\$ 8,697.50	0%	\$0.00	24,850.00	\$ 8,697.50
Testing	LS	1	\$ 4,000.00	\$ 4,000.00	50%	\$2,000.00	0.50	\$ 2,000.00
Professional / Survey Stake-Out / As-Builts	LS	1	\$ 4,725.00	\$ 4,725.00	75%	\$3,543.75	0.25	\$ 1,181.25
Survey - Set PCPs/ PRM's	LS	1	\$ 1,500.00	\$ 1,500.00	75%	\$1,125.00	0.25	\$ 375.00
Inspections/Certifications	LS	1	\$ 7,500.00	\$ 7,500.00	75%	\$5,625.00	0.25	\$ 1,875.00
				Subtotal	\$ 235,806.04	67.55%	\$159,157.71	\$ 76,448.33
LANDSCAPE / IRRIGATION								
Irrigation	LS	1	\$ 38,641.00	\$ 38,641.00	94%	\$34,442.54	0.06	\$ 2,198.46
Seagrass/Buttonwood 6' o.a. min.	EA	512	\$ 194.21	\$ 78,855.52	98%	\$75,871.32	20.00	\$ 3,084.20
Sod Floratam	SF	5,000	\$ 0.35	\$ 1,750.00	0%	\$0.00	5,000.00	\$ 1,750.00
Mulch Eucalyptus - addn	EA	3,500	\$ 4.98	\$ 17,430.00	78%	\$13,197.00	\$50.00	\$ 4,233.00
Palm Sabal Slick 15' c.t.	EA	28	\$ 199.19	\$ 5,577.32	0%	\$0.00	28.00	\$ 5,577.32
Oak Live 4" dbh	EA	4	\$ 722.50	\$ 2,890.40	0%	\$0.00	4.00	\$ 2,890.40
Dwarf Schefflera 7g. 3' o.a.	EA	40	\$ 30.75	\$ 1,230.00	0%	\$0.00	40.00	\$ 1,230.00
Dwarf Schefflera 25g. 6' o.a.	EA	29	\$ 154.21	\$ 4,472.09	0%	\$0.00	29.00	\$ 4,472.09
Coontie 7g	EA	66	\$ 55.79	\$ 3,682.14	0%	\$0.00	66.00	\$ 3,682.14
Annuals	EA	138	\$ 6.28	\$ 866.64	0%	\$0.00	138.00	\$ 866.64
Dwarf Schefflera 3g. 24" o.a.	EA	54	\$ 11.76	\$ 635.04	0%	\$0.00	54.00	\$ 635.04
Saw Palmetto 45g. 3' o.a.	EA	19	\$ 394.51	\$ 7,495.69	0%	\$0.00	19.00	\$ 7,495.69
MOS Sabal Palm	EA	175	\$ 145.00	\$ 25,375.00	90%	\$22,765.00	18.00	\$ 2,610.00
Tree Spads - MOS	EA	89	\$ 296.35	\$ 26,375.15	100%	\$26,375.15	0.00	\$ -
MOS Large Trees	EA	10	\$ 4,913.66	\$ 49,136.60	100%	\$49,136.60	0.00	\$ -
Trim Buffers	LS	1	\$ 8,555.56	\$ 8,555.56	100%	\$8,555.56	0.00	\$ -
Buttonwood 12'-14'	EA	10	\$ 374.88	\$ 3,748.60	100%	\$3,748.60	0.00	\$ -
Seagrape 12'-14'	EA	10	\$ 359.34	\$ 3,593.40	100%	\$3,593.40	0.00	\$ -
Simpson Steppers 3g. 18" +	EA	500	\$ 12.39	\$ 6,195.00	40%	\$2,478.00	300.00	\$ 3,717.00
Cocoplum 3g. 18" +	EA	250	\$ 12.39	\$ 3,097.50	40%	\$1,239.00	150.00	\$ 1,858.50
Mysrsine 3g. 18" +	EA	200	\$ 12.39	\$ 2,478.00	83%	\$2,056.74	34.00	\$ 421.26
Herbicide (2 applications)	LS	1	\$ 340.00	\$ 340.00	100%	\$340.00	0.00	\$ -
Wild Coffee 3g	EA	178	\$ 12.39	\$ 2,205.42	39%	\$867.30	109.00	\$ 1,339.12
				Subtotal	\$ 292,726.07	83.59%	\$244,666.21	\$ 48,069.86
Street Lights	UNIT	QUANTITY	UNIT PRICE	TOTAL	% COMPLETE	\$ COMPLETE	QTY. REMAINING	\$ REMAINING
Street Lights	LS	1	\$ 16,834.26	\$ 16,834.26	50%	\$8,417.13	0.50	\$ 8,417.13
				Subtotal	\$ 16,834.26	50.00%	\$8,417.13	\$ 8,417.13
Paving/Grading/Drainage/Earthwork								
Landscape / Irrigation				\$ 235,806.04	67.55%	\$159,157.71		\$ 76,448.33
Street Lights				\$ 292,726.07	83.59%	\$244,666.21		\$ 48,069.86
Water/Sewer System (See Sheet 2 of 2)				\$ 16,834.26	50.00%	\$8,417.13		\$ 8,417.13
				TOTAL	\$ 644,661.76	77.24%	\$407,854.15	\$ 146,807.61

1. TOTAL REMAINING WORK	\$ 146,807.61	22.76%
2. SURFY AMOUNT (125%)	\$ 183,372.01	

CERTIFICATE OF COST ESTIMATE

I, Joseph W. Schulke, A Florida registered engineer, License No. 47046, do hereby certify to Indian River County that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit and that the total cost estimate for said improvements is \$ 146,807.61. This estimate has been prepared in part to induce approval by the county of a final plat for the Sandy Lane P.D. project and for the purpose of establishing further survey amounts associated therewith.

(Signature) *S. Schulke*

Joseph W. Schulke, P.E., Florida Registered Engineer License No. 47046
(AFFIX SEAL)

Page 1 of 2

IRC
Exhibit
C 5/12/16

OK
5/12/16
C 5/12/16
OK 5/12/16

OK 5/12/16

EXHIBIT A

EXHIBIT A

EXHIBIT A
Schulke, Bittle & Stoddard, LLC
Engineer's Site Construction Cost Estimate COVB Utility (Water and Sewer System)
SANDY LANE PD

For

5/3/2015

Construction Cost Estimate COVB Utility (Water and Sewer System)								
SANDY LANE PD								
Page 2 of 2								
WATER SYSTEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	% COMPLETE	\$ COMPLETE	QTY. REMAINING	\$ REMAINING
6" PVC C900 DR16	LF	1060	\$ 11.50	\$ 12,190.00	90%	\$10,971.00	106.00	\$ 1,219.00
6" MI Fittings	LS	1	\$ 468.63	\$ 468.63	90%	\$421.77	0.10	\$ 46.86
Connect to existing - 20" x 6" tap/valve	LS	1	\$ 473.00	\$ 473.00	90%	\$425.70	0.10	\$ 47.30
Jumper Assembly	EA	1	\$ 606.25	\$ 606.25	90%	\$725.63	0.10	\$ 80.63
2" Blow off	EA	1	\$ 1,166.98	\$ 1,166.98	90%	\$1,049.74	0.10	\$ 116.64
Sample points	EA	3	\$ 387.00	\$ 1,161.00	90%	\$1,044.90	0.30	\$ 118.10
Single Service	EA	8	\$ 600.00	\$ 4,800.00	90%	\$4,280.00	0.90	\$ 540.00
Fire Hydrant w/ Gate Valve	EA	2	\$ 3,520.00	\$ 7,040.00	90%	\$6,336.00	0.20	\$ 704.00
Gate Valve	EA	1	\$ 1,005.13	\$ 1,005.13	90%	\$904.62	0.10	\$ 100.51
Testing	LS	1	\$ 2,500.00	\$ 2,500.00	90%	\$1,250.00	0.60	\$ 1,250.00
				Subtotal	\$ 32,210.39	86.90%	\$27,989.35	\$ 4,221.04
SANITARY SEWER	UNIT	QUANTITY	UNIT PRICE	TOTAL	% COMPLETE	\$ COMPLETE	QTY. REMAINING	\$ REMAINING
Manholes	EA	6	\$ 3,100.00	\$ 18,600.00	90%	\$16,740.00	0.80	\$ 1,860.00
6" Sewer (PVC)	LF	1,182	\$ 26.00	\$ 29,800.00	60%	\$26,820.00	119.20	\$ 2,980.00
Laterals - single services	EA	3	\$ 600.00	\$ 1,800.00	90%	\$1,220.00	0.30	\$ 100.00
Laterals - double services	EA	3	\$ 750.00	\$ 2,250.00	90%	\$2,025.00	0.30	\$ 225.00
Testing	LS	1	\$ 2,500.00	\$ 2,500.00	90%	\$1,250.00	0.60	\$ 1,250.00
				Subtotal	\$ 54,950.00	88.78%	\$48,455.00	\$ 6,495.00
Professional / Survey Stake-Out / As-Builts								
Inspections/Certifications					\$ 4,725.00	75.00%	\$2,543.75	\$ 1,181.25
Water System					\$ 7,500.00	75.00%	\$5,625.00	\$ 1,875.00
Sanitary Sewer					\$ 32,210.39	86.90%	\$27,989.35	\$ 4,221.04
					\$ 64,950.00	88.18%	\$48,455.00	\$ 6,495.00
				TOTAL	\$ 99,386.38	88.14%	\$88,813.10	\$ 13,772.29

~~REVIEWED AND APPROVED BY COVB WATER AND SEWER DEPARTMENT~~

(Signature)

~~Reo Miller PE
Director~~

Page 2 of 2

The Northern Trust Company
600 Brickell Avenue, Suite 2400
Miami, Florida 33131
(305) 372-1000

 **Northern Trust**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SLC501193

DATE: MAY 16, 2016

BENEFICIARY:

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS
1801 27TH STREET
VERO BEACH, FL 32960

APPLICANT:

790 A1A, LLC
6020 5TH STREET, S.W.
VERO BEACH, FL 32962

EXPIRATION DATE: AUGUST 24, 2017 (AT OUR COUNTERS LOCATED AT
600 BRICKELL AVENUE, SUITE 2400
MIAMI, FLORIDA 33131
ATTN: LETTERS OF CREDIT DEPARTMENT

AMOUNT: USD183,372.01

LADIES AND GENTLEMEN:

BY ORDER OF 790 A1A, LLC, WE, THE NORTHERN TRUST COMPANY, MIAMI, FLORIDA, HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SLC501193 IN YOUR FAVOR (BENEFICIARY), IN THE AMOUNT OF ONE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED SEVENTY TWO AND 01/100 U.S. DOLLARS (USD183,372.01), EFFECTIVE AS OF MAY 16, 2016, AND EXPIRING AT OUR OFFICE AT THE CLOSE OF BUSINESS ON AUGUST 24, 2017.

THIS LETTER OF CREDIT IS PROVIDED TO YOU AS REQUIRED UNDER THE CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS BETWEEN 790 A1A, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND INDIAN RIVER COUNTY, RELATING TO SANDY LANE PD WHICH CONTRACT IS NUMBERED PD-15-07-02-(2014060029-76352).

WE, THE NORTHERN TRUST COMPANY, MIAMI, FLORIDA, SHALL MAKE FUNDS AVAILABLE UNDER THIS CREDIT TO YOU NOT EXCEEDING THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT AGAINST YOUR SIGHT DRAFT, DULY ENDORSED, DRAWN ON US MENTIONING THIS LETTER OF CREDIT NO. SLC501193, ACCOMPANIED BY A LETTER FROM THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, WITH APPROVAL SIGNATURES OF THE COUNTY ATTORNEY OR HIS DESIGNEE, AND THE DIRECTOR OF OFFICE OF MANAGEMENT AND BUDGET OR HIS DESIGNEE, STATING THAT:

The Northern Trust Company
600 Brickell Avenue, Suite 2400
Miami, Florida 33131
(305) 372-1000



Northern Trust

STANDBY LETTER OF CREDIT SLC501193

"790 A1A, LLC HAS DEFAULTED UNDER THE TERMS OF THE AFOREMENTIONED CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS, AND THAT THE AMOUNT OF THE DRAFT REPRESENTS THE AMOUNT REQUIRED BY THE COUNTY TO FULFILL THE PERFORMANCE OF SAID CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS".

DRAFTS PRESENTED FOR PAYMENT UNDER THE CREDIT SHALL BE MARKED: "DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. SLC501193 OF THE NORTHERN TRUST COMPANY, MIAMI, FLORIDA.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT, INSTRUMENT, OR CONTRACT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT, INSTRUMENT, OR CONTRACT.

WE, THE NORTHERN TRUST COMPANY, MIAMI, FLORIDA, HEREBY AGREE THAT YOUR SIGHT DRAFT AND ACCOMPANYING LETTER AS MENTIONED ABOVE SHALL BE DULY HONORED AND PAYMENT MADE UPON DUE PRESENTATION TO OUR OFFICE LOCATED AT 600 BRICKELL AVENUE, SUITE 2400, MIAMI, FLORIDA 33131, ATTN: LETTERS OF CREDIT DEPARTMENT, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT, AUGUST 24, 2017.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (REVISION 2007), ESTABLISHED BY THE INTERNATIONAL CHAMBER OF COMMERCE (ICC PUBLICATION 600), AS IN EFFECT ON THE DATE OF ISSUANCE OF THIS CREDIT.

SINCERELY,
THE NORTHERN TRUST COMPANY

LUIS G. MORAD, VICE-PRESIDENT
TEL. (305) 789-1130

INDIAN RIVER COUNTY, FLORIDA MEMORANDUM

TO: Joseph A. Baird, County Administrator

THROUGH: Dori Roy, Assistant to County Administrator *(dr)*

FROM: Will Rice, Manager, GIS Department *WR*

DATE: May 13, 2016

SUBJECT: Renewal of Pictometry Connect Software Agreement

DESCRIPTION AND CONDITIONS

Indian River County has contracted with Pictometry International Corporation on previous occasions to acquire high resolution oblique and vertical aerial imagery of the populated eastern half of Indian River County. The oblique aerial imagery requires specialized software for viewing and working with the aerial imagery. To improve and extend access to the imagery to a greater number of County staff, the July 2013 contract included a three year use of Pictometry Connect. Pictometry Connect is a software subscription service offered by Pictometry that provides access to Pictometry hosted libraries of aerial imagery thru the use of Pictometry web applications.

The three year license term of Pictometry Connect expires on July 8, 2016. Staff is requesting that the Board of County Commissioners authorize entering into a new agreement with Pictometry for Pictometry Connect for the time period from 7/9/2016 thru 11/19/2016.

FUNDING

The total cost of the software agreement is \$550.00 for the time period from July 9, 2016 thru November 19, 2016. Funds for the agreement are available in the Fiscal Year 2015-2016 GIS Department budget, Account# 505-103-519-035120.

RECOMMENDATION

Staff requests that the Board of County Commissioners authorize the execution of the attached agreement with Pictometry in the amount of \$550.00 and requests that the Board authorize the Chairman to sign the attached agreement.

ATTACHMENTS:

1. Agreement between Pictometry International Corp. and Indian River County for Pictometry Connect

APPROVED AGENDA ITEM

BY: J.W. C. Brown

FOR: May 24, 2016

Indian River Co	Approved	Date
Administrator	<u>J.W.</u>	5/18/16
Legal	<u>DB</u>	5/18/16
Budget	<u>DMS</u>	5/18/16
GIS	<u>WBR</u>	5/13/2016
Purchasing	<u>CJH</u>	5/16/16
Risk Management	<u>B Martin</u>	05-16-16

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("Pictometry") AND
INDIAN RIVER COUNTY, FL ("Customer")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1800 27th Street	25 Methodist Hill Drive
Vero Beach, Florida 32960	Rochester, NY 14623
Attn: Will Rice, GIS Manager	Attn: Contract Administration
Phone: (772) 226-1609 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
INDIAN RIVER COUNTY, FL (entity type)	PICTOMETRY INTERNATIONAL CORP. a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY


DYLAN REINGOLD
COUNTY ATTORNEY

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C186007

BILL TO
Indian River County, FL
Will Rice
GIS Manager
1800 27th Street
Vero Beach, Florida 32960
(772) 226-1609
wrice@ircgov.com

SHIP TO
Indian River County, FL
Will Rice
GIS Manager
1800 27th Street
Vero Beach, Florida 32960
(772) 226-1609
wrice@ircgov.com

CUSTOMER ID	SALES REP
A116541	CDeca

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: See non-standard terms and conditions	\$2,200.00	\$550.00 (75%)	\$550.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$550.00

Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Online Services	\$550.00
Total Payments	\$550.00

PRODUCT PARAMETERS**CONNECT**

Product:	Pictometry Connect - CA - 50
<i>Admin User:</i>	Will Rice
<i>Admin User Email:</i>	wrice@ircgov.com
<i>Requested Activation:</i>	July 9, 2016
<i>Geofence:</i>	FL Brevard
<i>Geofence:</i>	FL Okeechobee
<i>Geofence:</i>	FL Osceola
<i>Geofence:</i>	FL St. Lucie
<i>Geofence:</i>	FL Indian River (Primary)

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes, (b) employment, or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing, or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License

- Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
 - 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
 - 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
 - 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
 - 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or

unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. **Online Services Eligible Users:** Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. **Applicable Law:** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, excluding its conflicts of law principles.
3. **Venue:** Venue for all actions arising under this Agreement shall lie in Indian River County, Florida.
4. The License Term for the Pictometry Connect-CA 50 service shall commence on July 9, 2016 and expire on November 19, 2016. As this License Term is less than Pictometry's standard one year term, Customer is receiving a prorated price for the foregoing named service.

[END OF NON-STANDARD TERMS AND CONDITIONS]



CONSENT

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INDIAN RIVER COUNTY, FLORIDA
AGENDA ITEM
Assistant County Administrator /
Department of General Services

To: The Honorable Board of County Commissioners

Thru: Joseph A. Baird, County Administrator

From: Michael C. Zito, Assistant County Administrator *MZ*

Date: May 16, 2016

Subject: Amendment to Termination of Lease Agreement with Indian River Sports Complex 16th Street Ballfields

DESCRIPTION AND CONDITIONS:

At the meeting of February 16, 2016, the Indian River County Board of County Commissioners ("the Board") approved a Termination of Lease Agreement with the Indian River Sports Complex, Inc. At the meeting of May 10, 2016, the Board declared the subject property surplus and directed Staff to extend the lease termination date to the date of sale.

Attached is the Amendment to Termination of Lease Agreement, which terminates the Lease on the date of sale or November 30, 2016, whichever occurs first. During the wind down period, the County will continue mowing operations at the Complex. The Tenant will continue all other programming and maintenance operations at the Complex until termination.

FUNDING:

On July 25, 2013, the Parks Division of General Services, in consultation with the Office of Management and Budget, estimated the annual costs to maintain the complex including Vero Beach electric, chemicals, and equipment to total approximately \$25,000 annually. This cost estimate excludes the cost of labor since no positions were eliminated as a direct result of the Lease. The approximately 1.5 full time employees were reassigned to contribute to the service impact caused by the earlier personnel reduction during the economic downturn. The additional prorated cost to continue mowing operations from June through November, 2016, is estimated at \$6,000, which will be primarily absorbed into the 2015/16 fiscal year Parks Division's operating budget in the General Fund.

RECOMMENDATION:

Staff respectfully requests that the Board approve and authorize the Chairman to sign the Amendment to Termination of Lease Agreement.

ATTACHMENT:

Amendment to Termination of Lease Agreement

DISTRIBUTION:

Indian River Sports Complex, Inc.

Approved Agenda Item

BY:

Joseph A. Baird
County Administrator

FOR:

May 24, 2016

Indian River County	Approved	Date
Administration	<i>JAB</i>	5/18/16
County Attorney	<i>DR</i>	5/18/16
Budget	<i>MS</i>	5/18/16
Department	<i>MS</i>	5/18/16
Risk Management	<i>MS</i>	5/18/16

AMENDMENT TO TERMINATION OF LEASE AGREEMENT

THIS AMENDMENT TO TERMINATION OF LEASE AGREEMENT (“Termination Amendment”) is entered into as of the 24th day of May, 2016, by and between Indian River County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 1801 27th Street, Vero Beach, Florida, (the “Lessor”), and Indian River Sports Complex, Inc., a Florida non-profit corporation, (the “Lessee”):

RECITALS

WHEREAS, on August 20, 2013, Lessor executed a Lease Agreement for a ten-year lease with Lessee for 11.76 acres of land commonly known as the 16th Street Ball Fields, located at the intersection of 16th Street and 17th Avenue in the City of Vero Beach, Florida; and

WHEREAS, on December 10, 2013, the Lessor and Lessee entered into the First Amendment and Modification of Lease Agreement in order to include an additional 0.52 acre parcel (collectively referred to as the “Property”); and

WHEREAS, under the Lease Agreement and the First Amendment and Modification of Lease Agreement (collectively referred to as the “Agreement”), Lessee was responsible to perform various improvements to the Property and maintain the Property; and

WHEREAS, as the Lessee is unable to fulfil its obligations under the Agreement, the Lessee and Lessor executed a Termination of Lease Agreement, dated February 16, 2016 (the “Termination”); and

WHEREAS, per the Termination, the Agreement was set to expire on June 1, 2016; and

WHEREAS, Lessor has decided to sell the Property; and

WHEREAS, Lessee acknowledges that the Property will likely be sold in the near future; and

WHEREAS, the Lessee wishes to operate a youth baseball league on the Property while Lessor is moving forward with the sale of the Property; and

WHEREAS, Lessor and Lessee have agreed that it would be advantageous to amend the Termination to allow the Lessee to operate a youth baseball league until the Lessor approves the sale of the Property;

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein.

2. **Amendment to Termination of Lease Agreement.** The Agreement for the use of the Property shall terminate upon Lessor approval of the sale of the Property or November 30, 2016, whichever occurs first.
3. **Maintenance.** Lessor shall continue to mow the grass on the ball fields on the Property two times per week and mow the grass on the common areas on the Property one time per week until the Agreement is terminated.
4. All other provisions of the Termination and Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this instrument this ____ day of May, 2016.

INDIAN RIVER COUNTY, FLORIDA

By: _____

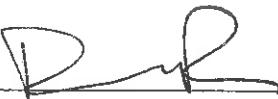
Bob Solari, Chairman
Board of County Commissioners

Date Approved: _____

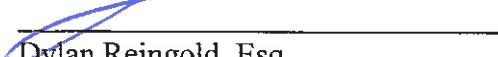
ATTEST: Jeffrey R. Smith
Clerk of the Court and Comptroller

By: _____

Indian River Sports Complex, Inc.


By: Derek Muller
Its President

APPROVED AS TO FORM:


Dylan Reingold, Esq.
County Attorney

Page 2 of 2

ZH

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

To: Members of the Board
of County Commissioners

From: Michael Smykowski *MS*
Director, Office of Management & Budget

Date: May 17, 2016

Subject: Justice Assistance Grant
Miscellaneous Budget Amendment 018

Description

The Indian River County Sheriff's Office is requesting authorization to utilize Justice Assistance Grant (JAG) monies in the amount of \$9,300.00 for the first & second quarter claim #1 (\$4,650.00) & 2 (\$4,650.00). The JAG Budget Approval detailing the expenditures has been approved by the Office of Criminal Justice Grants, Florida Department of Law Enforcement (FDLE) on April 12, 2016 and April 19, 2016. These funds will be utilized for building lease payments of \$1,550.00 a month from October 1, 2015 to March 31, 2016.

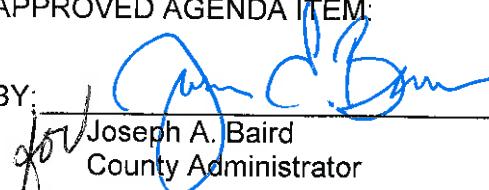
Staff Recommendation

Staff recommends that the Board of Commissioners approve the utilization of JAG grant funds totaling \$9,300.00 and also approve Budget Amendment 018 and Budget Resolution necessary to allocate these funds.

Attachments

Memo's from Annette M Russell, Grant Manager IRC Sheriff's Office dated May 10, 2016
Criminal Justice Grants Approval
Budget Amendment 018 and Resolution

APPROVED AGENDA ITEM:

BY: 
Joseph A. Baird
County Administrator

FOR: May 24, 2016

Indian River County	Approved	Date
Administrator	<i>JK</i>	5/18/16
Legal	<i>WKA</i>	5-18-16
Budget	<i>MS</i>	5/18/16
Department		
Risk Management		

RESOLUTION NO. 2016-_____

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA,
AMENDING THE FISCAL YEAR 2015-2016 BUDGET.

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2015-2016 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 2015-2016 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 2015-2016 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	Bob Solari	_____
Vice Chairman	Joseph E. Flescher	_____
Commissioner	Wesley S. Davis	_____
Commissioner	Peter D. O'Bryan	_____
Commissioner	Tim Zorc	_____

The Chairman thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2016.

Attest: Jeffrey R. Smith
Clerk of Court and Comptroller

INDIAN RIVER COUNTY, FLORIDA
Board of County Commissioners

By _____
Deputy Clerk

By _____
Bob Solari, Chairman

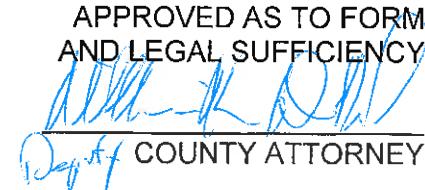
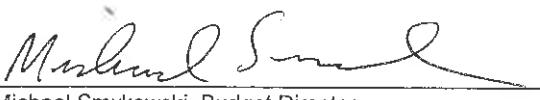
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
County Attorney

Exhibit "A"

Resolution No. 2016-

Budget Office Approval:



Michael Smykowski, Budget Director

Budget Amendment: 018

Entry Number	Fund/ Department/Account Name	Account Number	Increase	Decrease
1.	Revenue			
	Drug Abuse Intergovt JAG/Drug Enforcement	121033-331241	\$9,300	\$0
	Expenses			
	Drug Abuse Sheriff SI UNIT	12160021-088930	\$9,300	\$0

Item pulled from the agenda

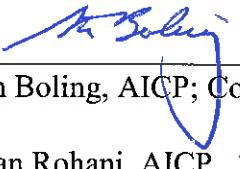
10A1

INDIAN RIVER COUNTY, FLORIDA

MEMORANDUM

TO: Joseph A. Baird; County Administrator

DEPARTMENT HEAD CONCURRENCE:


Stan Boling, AICP; Community Development Director

THROUGH: Sasan Rohani, AICP *S.R.*
Chief, Long-Range Planning

FROM: Bill Schutt, AICP *B.S.*
Senior Economic Development Planner, Long Range Planning

DATE: May 6, 2016

SUBJECT: County Initiated Request to Amend (Update) the Text of Several Elements of the County's Comprehensive Plan

It is requested that the following information be given formal consideration by the Board of County Commissioners at its regular meeting of May 24, 2016.

DESCRIPTION AND CONDITIONS

This is a county initiated request to amend the text of several elements and a sub-element of the county's comprehensive plan. The purpose of this amendment is to update policies and text to recognize changed conditions. While most of the updates were requested by various county departments/divisions, one update is proposed based on direction received from the Metropolitan Planning Organization (MPO). That update is for a new Transportation Policy 4.10 regarding implementation of complete streets principles (e.g. pedestrian, bike, multi-modal access improvements) with future roadway projects.

The elements and sub-element proposed to be revised are: the Future Land Use Element, the Recreation and Open Space Element, the Transportation Element, the Economic Development Element, and the Solid Waste Sub-Element of the county's comprehensive plan.

Comprehensive Plan Amendment Review Procedures

Although the number of plan amendments that the county may consider is not limited, the County's

Comprehensive Plan regulates the frequency with which the county may amend its comprehensive plan. According to the county's Comprehensive Plan, plan amendments are limited to four times per calendar year. For that reason, the county accepts general plan amendment applications only during the "window" months of January, April, July and October. In this case, the subject application was submitted during the January 2016 window, and was the only application submitted during that window.

The procedures for reviewing a comprehensive plan amendment involve several steps. First, the Planning and Zoning Commission (PZC), as the Local Planning Agency, conducts a public hearing to review the request. At that public hearing, the Commission makes a recommendation to the Board of County Commissioners (Board) to approve, approve with modifications, or deny the requested amendment.

Following PZC action, the Board conducts two public hearings. The first of those hearings is for a preliminary decision on the amendment request. At that hearing, the Board determines whether or not the amendment warrants transmittal to state and regional review agencies for their consideration.

If the amendment is transmitted, state and regional review agencies review the amendment as it pertains to each agency's area of focus. Review agencies then send their comments directly to the county and the State Land Planning Agency. Subsequent to staff and/or the applicant addressing any issues raised in the review agency comments, a second and final Board public hearing is conducted. If the Board approves the request at the final hearing, then the approved amendment is submitted to the State Land Planning Agency and to the other review agencies. The amendment becomes effective 31 days after the State Land Planning Agency determines that the approved amendment submittal is complete, unless a challenge is filed by an affected party.

PZC Action

At its regular meeting of April 14, 2016, the Planning & Zoning Commission voted 5-0 to recommend that the Board of County Commissioners approve the proposed amendment (see attachment #2).

Board Transmittal Public Hearing

The subject public hearing is the second step in the Comprehensive Plan amendment process. At this time, the Board of County Commissioners must decide whether or not to transmit the proposed amendment to state and regional review agencies. If the Board votes to transmit this amendment, it will be scheduled for a final Board hearing in August.

Proposed Amendment

The proposed amendment primarily consists of minor amendments to the Future Land Use Element, the Recreation and Open Space Element, the Transportation Element, the Economic Development Element, and the Solid Waste Sub-Element of the county's comprehensive plan. The amendments involve changing target dates for policy completion, deleting completed policies, removing/revising out-of-date references, and adding new policies and text based on recent actions by the State and local policy directing entities.

For each proposed change, the following table identifies the policy #, objective #, whether the change is to the non-policy text portion of the plan, the associated page proposed for amendment, and a brief description of the proposed change. **Proposed changes to referenced elements and sub-elements are shown with strike-thru and underline format on Appendix A of the resolution (attachment #3).**

Summary of the January 2016 Proposed Comprehensive Plan Changes (Actual changes are shown on attachment #3)

Element	Policy #, Objective #, Text	Summary	Page #	What the change is
FLUE	Policy 1.34	Use of PRO district to address blighted or declining residential areas	143	Remove the word “blight” and replace with “areas needing redevelopment or revitalization”
FLUE	Policy 1.39	Limit use of +/-665 acre property north of SR 60 & West of I-95 to research/tech/industrial uses	148	Decrease acreage to 301.95 acres (result of annexations)
FLUE	Policy 4.2	Identify and map target areas for redevelopment and infill	155	Change the due date from 2011 to 2018
FLUE	Policy 4.3	Assess development potential of areas identified in 4.2; develop special overlay if necessary	155	Change the due date from 2012 to 2019
FLUE	Policy 4.4	Coordinate with property owners to implement plan from 4.2	155	Change the due date from 2013 to 2020
FLUE	Policy 6.1	IRC will not provide water & sewer service outside of the Urban Service Area except in limited circumstances	160-161	Refer to policies of the Potable Water and Sanitary Sewer Elements as amended
FLUE	Policy 9.1	Establish compatibility guidelines for new county buildings and facilities	165	Change the due date from 2012 to 2019
FLUE	Objective 11	Identification of blighted areas for redevelopment and actions to encourage redevelopment	168	Remove the word “Blighted” and add the words “Needing Redevelopment or Revitalization”. Add the words “or revitalization”.
FLUE	Policy 11.1	Adopt guidelines and regulations to designate areas in need of redevelopment	168	Change the due date from 2012 to 2019. Add the identification words “or revitalization”
FLUE	Policy 11.2	Identify needs and deficiencies of redevelopment/revitalization areas within one year of identification	168	Add the identification words “or revitalization”
FLUE	Policy 11.3	Use the PRO zoning district for redevelopment/revitalization	168	Add the identification words “or revitalization”. Remove “blighted or declining”
FLUE	Policy 11.4	Encourage development/redevelopment of underdeveloped subdivisions	168	Add the identification word “revitalization”
FLUE	Policy 13.3	Coordinate with municipalities/develop interlocal agreements re: annexations	169	Change the due date from 2011 to 2018

Element	Policy #, Objective #, Text	Summary	Page #	What the change is
FLUE	Text	Multiple references to "Vero Beach Municipal Airport"	37, 62, 67	Replace "Municipal" with "Regional" to recognize recent change
FLUE	Text	Various references and use of the word "blighted"	124- 127	Change references from "blighted" to "areas needing redevelopment or revitalization"
FLUE	Text	Subsection discussing the County/City of Vero Beach Enterprise Zone and economic incentives available in that zone	126	Update discussion on Enterprise Zone to acknowledge sunsetting by state (with removal of state economic incentives) and recent action of BCC to continue recognizing that area for local jobs grant incentive bonus.
Solid Waste	Policy 4.1	Expand county recycling program to accept more materials	29	Update to include food waste as an option for recycling
Solid Waste	Policy 4.2	Study mandatory door-to-door collection	29	Study completed. Change to "Reconsider mandatory collection in Urban Service Area". Change the due date from 2012 to 2022.
Solid Waste	Policy 4.6	Feasibility study of converting solid waste to other useful products	29	Change the due date from 2012 to 2020. Policy currently implies that the County may need to hire a consultant for this. Rewrite policy to remove this implication.
Solid Waste	Policy 4.7	Feasibility study of transferring solid waste to a regional facility	29	Change the due date from 2012 to 2020. Policy currently implies that the County may need to hire a consultant for this. Rewrite policy to remove this implication.
Transportation	Policy 4.3	Evaluate thoroughfare plan roadways to identify hazards to bicyclists	130	Change 2012 assessment due date to "Periodically" assess
Transportation	Policy 4.5	Apply for federal ped/bike improvement funds	130	Change reference to be a general federal funding source (not specific)
Transportation	Policy 4.9	Establish a sidewalk matching funds program for homeowner installed/funded sidewalks	130	Remove 2015 due date and change to consider annually funding
Transportation	Policy 4.10	County shall implement "complete streets" principles where feasible & meet standards	130- 131	NEW POLICY
Economic Development	Objective 2	Increase high wage jobs by 1,000 between 2010 and 2015	46	Change the measurement time period to between 2010 and 2020
Economic Development	Policy 1.4	Promote training programs	46	Replace old reference to "Workforce Development Board" with "CareerSource Research Coast" (new name of entity)

Element	Policy #, Objective #, Text	Summary	Page #	What the change is
Economic Development	Policy 1.10	Promote services provided by area airports	46	Replace reference to “Vero Beach Municipal Airport” with “Vero Beach Regional Airport”
Economic Development	Policy 2.1	General targeted recruitment categories	46	Update to reflect updates to target industries
Economic Development	Policy 2.2	Provide incentives for target industries	46	Remove reference to Enterprise Zone tax refunds and credits. Update reference to CareerSource Research Coast
Economic Development	Policy 2.5	Establish list of target industries and evaluate annually	46 – 47	Change evaluation frequency to periodically. Insert reference to limiting marketing activities to a smaller, focused list.
Economic Development	Policy 2.8	Marketing of airport properties	48	Change reference from “Vero Beach Municipal Airport” to “Vero Beach Regional Airport”
Economic Development	Policy 2.13	Annually re-evaluate economic incentives	49	Change evaluation frequency to periodically
Economic Development	Policy 2.14	Annually compare county impact fees to other counties to assess competitiveness for commercial/industrial development	49	Change evaluation frequency to periodically
Economic Development	Policy 2.17	County to initiate a voter referendum for a tax abatement program	49	Update to recognize that the program was approved, has a sunset date, and will need to be renewed before November 2, 2020
Economic Development	Policy 3.1	Survey targeted industries to determine educational needs	49	Change reference to Workforce Development Board to CareerSource Research Coast
Economic Development	Objective 4	At least two additional industrial/business/technology/research parks established within the county by 2015	50	Change due date from 2015 to 2025
Economic Development	Policy 4.1	Establish IRC Consortium for Life Science Research and Technology Advancement	50	Policy Completed. Change to “Maintain” IRC Consortium of Life Science
Economic Development	Policy 4.2	Annual review of land development regulations by the Professional Services Advisory Committee	50	DELETE and re-number Policies 4.3 through 4.9
Economic Development	Text	Multiple references to “Vero Beach Municipal Airport”	2, 9	Replace “Municipal” with “Regional” to recognize recent change

Element	Policy #, Objective #, Text	Summary	Page #	What the change is
Economic Development	Text	Multiple references to the County/City of Vero Beach Enterprise Zone and economic incentives available in that zone	27 – 29, 42, and 56	Update discussion on Enterprise Zone to acknowledge sunsetting by state (with removal of state economic incentives) and recent action of BCC to continue recognizing that area for local jobs grant incentive bonus. Replace “Enterprise Zone” with “Enterprise Area”.
Economic Development	Text	Reference to former prorated SR 60 interest fee used to finance widening a portion of SR 60	26	Remove out of date reference to SR 60 prorated interest fee; fee sunsetted
Economic Development	Text	Reference to “residents of the County”	26	Change to “for county residents”
Economic Development	Text	Reference to state Qualified Target Industry (QTI) program and the dollar amount of incentive potentially available to industries in an Enterprise Zone.	27	Remove reference to Enterprise Zone and add additional detail for other bonuses available under QTI program
Economic Development	Text	Numerous References to “Workforce Solutions” and/or “Workforce Development Board”	7, 34, 28, 30, 46, & 49	Replace old references with “CareerSource Research Coast” (new name of entity)
Economic Development	Text	Description of “Research Coast” and various references to “Research Coast”	30-31, 42-43	Update to reflect more descriptive name and recent activities (Florida’s Research Coast Economic Development Coalition)
Economic Development	Text	Discussion of economic incentives offered by the county	42	Update to discuss county’s tax abatement program
Economic Development	Text	Discussion of “Research Coast”	43	Remove outdated text
Recreation	Policy 1.5	Complete a needs analysis of recreation services	46	Change the due date from 2015 to 2018
Recreation	Policy 1.6	Evaluate user fees	46	Change the due date from 2015 to 2018
Recreation	Policy 1.7	Revise fee structure for recreational programs and park reservations	46	Change the due date from 2016 to 2017
Recreation	Policy 1.8	Determine park need in north and south area	47	Change the due date from 2012 to 2018
Recreation	Policy 1.9	Evaluate new funding options	47	Change the due date from 2015 to 2018
Recreation	Policy 1.10	Evaluate new revenue opportunities	47	Change the due date from 2015 to 2017
Recreation	Policy 1.11	Evaluate feasibility to receive donations for parks capital and infrastructure	47	Change the due date from 2015 to 2018

Element	Policy #, Objective #, Text	Summary	Page #	What the change is
Recreation	Policy 2.1	Complete remaining improvements in South County Regional Park Master Plan	47	Change the due date from 2015 to 2018
Recreation	Policy 3.2	New fairground master plan	48	Change the due date from 2015 to 2018
Recreation	Policy 3.4	Update north and south county master plans	48	Change the due date from 2015 to 2018
Recreation	Policy 6.3	Survey to determine recreation demands	49	Change the due date from 2014 to 2018
Recreation	Policy 6.5	Automated reservation and sign up system	49	Change the due date from 2015 to 2018

ANALYSIS

Pursuant to the MPO's direction and requests from county departments/divisions, forty-four (44) policies, 3 objectives, and various texts of non-policy sections in four elements and one sub-element of the county's comprehensive plan are proposed to be revised. The proposed changes are shown in ~~strike-through~~ and underline format (attachment #2) and summarized below.

- Future Land Use Element Policies 1.34, 1.39, 4.2, 4.3, 4.4, 6.1, 9.1, 11.1, 11.2, 11.3, 11.4, 13.3 objective 11, and text related to the former Enterprise Zone

Long Range Planning staff identified various policies to postpone completion dates for. Those policies are policies 4.2, 4.3, 4.4, 9.1, 11.1, and 13.3. Generally, those policies refer to identifying target areas for infill development, developing and implementing a plan for infill development, establishing architectural guidelines for county facilities, creating guidelines to identify areas in need of redevelopment, and coordination with municipalities to identify areas for potential annexation. As proposed, the new implementation dates reflect more reasonable timeframes to implement the referenced policies. Therefore, the proposed changes should be approved.

Staff also identified additional policies and an objective that need updates to reflect changed conditions and to remove existing labels/descriptions that can be negatively perceived. Those are Policies 1.34, 1.39, 6.1, 11.1, 11.2, 11.3, 11.4, and Objective 11. As proposed, Policy 1.39 will adjust the acreage for a research/technology/industrial park located near State Road 60 and 98th Avenue from 665 acres to 301.95 acres. This adjustment is necessary due to recent annexations by the City of Fellsmere. For Policy 6.1, updates are needed to better reference existing utility service extension policies for sites located outside of the County's Urban Service Area. Objective 11 and Policies 1.34, 11.1, 11.2, 11.3, and 11.4 are proposed to be revised to re-characterize "blighted areas in need of redevelopment" as "areas in need of redevelopment or revitalization". These revisions will remove a perceived negative label for areas needing redevelopment and/or revitalization.

With respect to general text edits (separate from changes to the wording of policies and objectives), revisions are proposed to recognize the state's recent action to discontinue (sunset) the Enterprise Zone program statewide and the Board of County Commissioner's recent action to continue to recognize the former Enterprise Zone as an area that target industries can continue to receive a 10% bonus through the

County's local jobs grant program. Additional text edits are proposed to remove the use of the word "blight" and replace it with "areas in need of redevelopment or revitalization", consistent with the revisions proposed under Objective 11 and its associated policies.

- Solid Waste Sub- Element Policies 4.1, 4.2, 4.6, and 4.7

The County's Solid Waste staff requested that Policy 4.2 of the Solid Waste Sub-Element be amended to recognize that a feasibility study to establish mandatory solid waste collection has already been completed and that the Solid Waste Disposal District should, by 2022, re-evaluate establishing mandatory collection within the Urban Service Area. In this case, re-evaluating may be necessary to recognize changed circumstances since the original study was completed. With respect to Policies 4.6 and 4.7, which deal with evaluating the expansion of recyclable activities and evaluating transferring solid waste to another regional facility, Solid Waste Disposal District staff proposes to postpone the evaluation until 2020. For policy 4.1, in accordance with a recommendation from Utility Services, staff proposes to include food waste as one potential material to be considered for an expanded recycling program. As proposed, the implementation date revisions reflect more reasonable timeframes to implement the referenced policies and the inclusion of food waste as an example of a new recyclable material calls special attention to the possibility of its collection.

- Recreation and Open Space Element Policies 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 2.1, 3.2, 3.4, 6.3 and 6.5

Recreation Department staff has requested that Policies 1.5, 1.6, 1.7, 1.8, 1.9, 1.10, 1.11, 2.1, 3.2, 3.4, 6.3 and 6.5 of the Recreation and Open Space Element be revised to postpone implementation dates for those policies. Generally, those policies refer to assessing parks and recreation needs, funding of park and recreation programs, completing identified improvements to the South County Regional Park, and completing/updating master plans for both the north county and the south county regional parks and the county fairgrounds. As proposed, the implementation date revisions reflect more reasonable timeframes to implement the referenced policies. Therefore, the proposed changes should be approved.

- Transportation Element Policies 4.3, 4.5, 4.9, and 4.10

MPO staff, in conjunction with Public Works staff, have requested that Policies 4.3, 4.5, 4.9, and 4.10 of the Transportation Element be revised. For Policies 4.3 and 4.9, which refer to improvements for bicyclists along major roadways and sidewalk improvements in residential areas, it is proposed that the due dates be removed and that the County periodically and annually re-assess bike improvements and special sidewalk funding. Doing so will allow the County to more frequently address the issues of identifying and addressing hazards to bicyclists and funding sidewalks. Revisions to Policy 4.5, which refers to the county applying for SAFETEA-LU enhancement funds, will remove an outdated reference to federal funds and insert a more generic reference to federal funds. This will allow the County to avoid having outdated references to a federal funding source as federal programs continue to change and evolve.

Policy 4.10 is proposed as a completely new policy based on a recent action and recommendation from the MPO and its committees. As structured, the new policy commits the County to implement "complete streets" principles such as sidewalk, bike, and inter-modal access improvements as part of

any roadway project where such improvements are practical and meet state and county design standards. As MPO members, the members of the BCC have supported this policy, which staff also supports.

- Economic Development Element Policies 1.4, 1.10. 2.1, 2.2, 2.5, 2.8, 2.13, 2.14, 2.17, 3.1, 4.1 and 4.2, and Objectives 2 and 4, and various text edits

The Long Range Planning staff in coordination with Indian River County Chamber of Commerce staff have requested that Policies 1.4, 1.10, 2.1, 2.2, 2.5, 2.8, 2.13, 2.14, 2.17, 3.1, 4.1 and 4.2 and Objectives 2 and 4 of the Economic Development Element be revised. The revisions involve extending time frame completion dates or modifying the monitoring frequency of policies for substantially increasing the number of high wage target industry jobs, re-evaluating local economic incentives, re-assessing impact fees, and establishing research/technology parks. Additional revisions involve replacing outdated references with updated terms and descriptions, adding text to recognize a refocusing of marketing for targeted industries, and deleting policies that have been completed. Similarly, proposed general text edits remove outdated text and add new text to be current and descriptive. These general text revisions provide relevant information about the state's recent action to discontinue the Enterprise Zone program statewide and the Board of County Commissioner's recent action to continue recognizing the former Enterprise Zone as an area that target industries can continue to receive a 10% bonus through the County's local jobs grant program.

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.

For a proposed amendment to be consistent with the plan, the amendment must be consistent with the goals, objectives and policies 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 comprehensive plan 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 comprehensive plan amendment request. These criteria are:

- The proposed amendment will correct an oversight in the approved plan;
- The proposed amendment will correct a mistake in the approved plan;
- The proposed amendment is warranted based on a substantial change in circumstances ; 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.

In this case, the proposed comprehensive plan amendment meets Policy 14.3's third criterion. The proposed changes were either directed by the Board, or requested by a local agency/organization or staff due to changes of circumstances. For the proposed amendment, changed circumstances include the need to update outdated information and references, the need to provide more feasible implementation dates, and the need to consider a new policy recommendation from the MPO.

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 County's Comprehensive Plan.

CONCLUSION

Staff's position is that updating the county's comprehensive plan, as proposed, is warranted based on changes in circumstances and to ensure that the county's comprehensive plan remains current and accurate.

RECOMMENDATION:

Based on the analysis, staff and the Planning and Zoning Commission recommend that the Board of County Commissioners:

1. Adopt the attached resolution for transmittal of the proposed comprehensive plan text amendment to the state and regional review agencies.
2. Announce its intention to hold and advertise a final public hearing at the adoption stage of the plan amendment process (tentatively planned for August 2016).

ATTACHMENTS:

1. Comprehensive Plan Text Amendment Application
2. Unapproved Minutes from the April 14, 2016 PZC Meeting
3. Transmittal Resolution (includes Appendix A proposed Comprehensive Plan Text Amendment)

APPROVED AGENDA ITEM:	
FOR:	May 24, 2016
BY:	Jay C. Don

Indian River Co,	Approved	Date
Admin.	CK	5/18/16
Legal	WJD	5-17-16
Budget	MS	5/17/16
Dept.	MS	5/17/16
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, April, July and October of each year (except that Capital Improvements Element Amendments may be initiated by the County anytime during the year in accordance with Florida Statutes, Section 163.3177(3)(b)). 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 - 2016010060 - 76142

	Current Owner/Applicant	Agent
Name:	Indian River County Board of County Commissioners	Community Development Department Staff
Complete Mailing Address:	1801 27 th Street, Vero Beach, FL 32960-3365	Same
Phone # (including area code)	(772) 226 – 1243	Same
Fax # (including area code)	(772) 978 – 1806	Same
E-Mail:		
Contact Person:		Bill Schutt

Signature of Owner or Agent: Bill Schutt

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.

1. 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).

Revise several elements of the County's Comprehensive Plan.

2. What is the exact language proposed to be added and/or deleted from the plan?

Various changes.

3. What is the purpose of the request?

Minor text updates.

4. What is the justification for the request?

Change in conditions.

5. Provide an analysis of the proposed amendment's consistency with all applicable goals, objectives, and policies of the comprehensive plan. *NA*

6. Provide an analysis of the proposed amendment's impact on public facilities and services. *NA*

7. Provide an analysis of the proposed amendment's environmental impacts. *NA*

8. Provide a check, money order or cash in the amount of \$NA, made payable to Indian River County.
THE APPLICANT MUST ATTEND A PRE-APPLICATION CONFERENCE WITH LONG-RANGE PLANNING SECTION STAFF PRIOR TO APPLYING.

Mr. Arthur Eisdorfer, HOA President of the Isles at Waterway Village, which was the first phase of the proposed development, spoke regarding lessons learned since their community was constructed. He detailed issues relating to grading between homes, yard drains and landscaping species and locations . He stressed that there is opportunity to design better in the future.

Mr. McCoy responded that he would provide copies of Mr. Eisdorfer's comments to the developer's representative as well as the County's engineering department for use in evaluating future designs and practices, particularly where landscape material is involved.

Stan Boling, Community Development Director, added that it usually takes a number of years before a developer turns a property over to a homeowner's association so landscaping issues tend to show up and get resolved in the interim. He assured Mr. Eisdorfer that his comments would be taken to heart by staff when making future recommendations to the project landscape professional.

ON MOTION BY Mr. Stewart, SECONDED BY Dr. Day, the members voted unanimously (5-0) to approve staff recommendations on this Quasi-Judicial matter.

Public Hearing

William Schutt, Senior Economic Development Planner, discussed the County initiated request to amend the text of several elements of the County's Comprehensive Plan. He first educated the Commission as to the County's process and timeline for processing the proposed amendments and then detailed the actual proposed changes. The proposed amendments pertain to future land use, solid waste, transportation, economic development and recreation and open space elements and sub-elements.

A discussion ensued concerning clarification of several of the proposed amendments.

ON MOTION BY Dr. Day, SECONDED BY Mr. Rednour, the members voted unanimously (5-0) to approve staff recommendations on this Legislative matter.

Commissioner's Matters

There were none.

Attachment 2

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA, APPROVING THE TRANSMITTAL OF A PROPOSED INDIAN RIVER COUNTY COMPREHENSIVE PLAN TEXT AMENDMENT TO STATE AND REGIONAL REVIEW AGENCIES.

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 January 2016 amendment submittal window, and

WHEREAS, the Local Planning Agency, after due public notice, held a public hearing on this comprehensive plan amendment request on April 14, 2016, and

WHEREAS, the Local Planning Agency, after receiving public comments, made a recommendation to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners held a Transmittal Public Hearing on May 24, 2016, after due public notice; 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 the plan amendment process.

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

1. The above recitals are ratified in their entirety.
2. The following proposed amendment is approved for transmittal to State and Regional Review Agencies (Appendix A):

RESOLUTION NO. 2016-_____

AN ORDINANCE OF INDIAN RIVER COUNTY, FLORIDA, AMENDING THE TEXT OF THE ECONOMIC DEVELOPMENT, FUTURE LAND USE, RECREATION AND OPEN SPACE, AND TRANSPORTATION ELEMENTS, AND SOLID WASTE SUB-ELEMENT OF THE COUNTY'S COMPREHENSIVE PLAN; AND PROVIDING CODIFICATION, SEVERABILITY, AND EFFECTIVE DATE

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

Bob Solari, Chairman _____
Joseph E. Flescher, Vice Chairman _____
Peter D. O'Bryan, Commissioner _____
Timothy Zorc, Commissioner _____
Wesley S. Davis, Commissioner _____

The Chairman thereupon declared the resolution duly passed and adopted at a public hearing held this 24th day of May 2016.

BOARD OF COUNTY COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

BY: _____
Bob Solari, Chairman

ATTEST: _____
Jeffrey R. Smith, Clerk of Circuit Court and Comptroller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


William K. DeBraal, Deputy County Attorney

APPROVED AS TO PLANNING MATTERS


Stan Boling, AICP
Community Development Director

F:\Community Development\Comprehensive Plan Text Amendments\January 2016 - Various Comp Plan Element Updates\Ordinance and Resolutions\Transmittal Resolution - Jan 2016 Comp Plan Amendments - Attachment 3.doc



**NOTE: EDITS ARE
ON PAGES 37, 62, 67,
124-127, 143, 148, 155,
160, 165, 168, and 169**

Indian River County 2030 Comprehensive Plan

Chapter 2

Future Land Use Element

Indian River County Community Development Department

Adopted: October 12, 2010

Supplement #____; Adopted _____, 2016, Ordinance 2016-_____

Municipalities Within Indian River County

There are five municipal governments within Indian River County. As with the surrounding counties, land uses are generally similar and compatible on both sides of municipal/unincorporated county borders. Often, the presence of a sign is the only indication of a municipal boundary.

➤ City of Vero Beach

The mainland portion of Vero Beach shares its boundaries with the county on the north, west and south sides. The island portion has a common boundary with the county on its south side.

At the northern limits of the city, east of US 1, low density residential development and a golf club constitute the primary city land uses; however, mangrove wetlands are found along the Indian River. West of US 1, the Vero Beach Municipal-Regional Airport occupies the northern limit of the city, west to 43rd Avenue. A large portion of the airport perimeter land is undeveloped vegetated land which provides a buffer for the high density Gifford area of the county. Much of the area west of 43rd Avenue and north of 26th Street consists of undeveloped, vegetated land, and low density residential development.

The western limit of the city is generally 43rd Avenue from 26th Street south to 14th Street. Dodgertown, the former spring training complex of the Los Angeles Dodgers, occupies land south to the main canal. From the canal south to 16th Street (including the SR 60 intersection), land in the city is predominately commercial. On the west side of 43rd Avenue, the county has a commercial node at the SR 60/43rd Avenue intersection. In the unincorporated county, medium density residential uses dominate 43rd Avenue from 16th Street to 14th Street.

The southern limits of the city, along 14th Street, are characterized by single-family residential development east to Old Dixie Highway and the City Cemetery. From the cemetery north and east along the US 1 corridor to 6th Avenue, land uses in the city are dominated by commercial uses; however, several older residential areas are interspersed. While moderate density residential uses dominate in the area east of 6th Avenue to the Indian River, the City of Vero Beach power plant and wastewater treatment plant are located along the river at the 17th Street Bridge. On the barrier island at the city limits, land uses are restricted to single-family homes.

To add flexibility and increase local control, state law provides that, under certain conditions, local governments have the option of allowing the level of service on certain roads to fall below adopted standards for a limited time. According to state law, a local government may issue a development order for a project for which insufficient road capacity exists, provided construction of the additional capacity needed to serve the project commences within three years of the issuance of the project's first building permit. As reflected in its concurrency management system, Indian River County has chosen to incorporate that provision in its regulations.

Within the county, some existing roads are deficient in right-of-way. Even those roadways that are not right-of-way deficient, however, seldom have adequate right-of-way to accommodate a widening or other improvement. Consequently, most roadway improvement projects require acquisition of right-of-way to accommodate the improvement. A detailed discussion of the county roadway network is contained in the Transportation Element.

➤ Mass Transit

Established in 1994, the GoLine is the fixed route transit service in Indian River County. Although available to all ages, the GoLine is operated by the Indian River County Senior Resource Association. Funding for the GoLine is provided from several sources, including the federal government, the State of Florida, Indian River County, the cities of Fellsmere and Sebastian, other non-profit agencies, and advertising revenue. In November 2009, there were fourteen routes providing fixed-route service throughout the county, with some routes operating five days per week and providing hourly service. In 2008, the fixed route system provided one-way trips to 508,977 riders, an average of 1,631 riders per service day.

Recently, the GoLine established a new north county hub near the CR 510/CR 512 intersection and relocated the Vero Beach hub to the former county administration building site. While four routes provide service to the north county hub, seven routes serve the Vero Beach hub. In addition, four routes provide service to the Indian River Mall, one of the GoLine's busiest destinations.

Although the low density residential character of the county works as a deterrent to mass transit, there are some major trip generators and attractors located within the county. Those developments include the Indian River Mall and other shopping centers along SR 60, the 37th Street medical node, the Wal-Mart Supercenter in Sebastian, and multi-family developments.

➤ Aviation, Ports, and Rail

Indian River County has three public use airports. These are the New Hibiscus Airport, the Sebastian Municipal Airport, and the Vero Beach Municipal Regional Airport. While the New Hibiscus Airport, just west of the I-95/SR 60 interchange, is used primarily for agricultural spraying from its grass runway, the Sebastian Municipal Airport has the capacity for light private and corporate aircraft. As the largest airport in the county, the Vero Beach Municipal Regional Airport is capable of handling large commercial jet aircraft.

Since 1998, all new county park and recreation facilities have been constructed to be handicapped accessible and barrier free with no access constraints. Also since 1998, the county retrofitted all of its existing parks and recreational facilities to ensure that the facilities are handicapped accessible.

Currently, the county's existing parkland is sufficient to serve the existing population of the county. As growth continues, however, deficiencies may occur. As detailed in the Recreation and Open Space Element, the county plans to conduct a needs assessment to determine recreation capital improvement priorities. Eventually, the county will need to increase parkland in the fast growing areas south and west of Vero Beach and west of Sebastian.

In addition to parks, the county contains other open space areas. In 2007, there were approximately 100,000 acres of publicly owned open space in the county. The largest publicly owned open space areas in the county are the St. Sebastian River Preserve and the Blue Cypress and Fort Drum Marsh conservation areas. Approximately 136,896 acres of agricultural land also provide significant open space in the county.

In addition to purchasing land, the county uses development exactions to preserve open space. Currently, County Land Development Regulations require that developers of land containing native upland plant habitat preserve 15% of that habitat. The preservation of that land is accomplished through conservation easements.

Parks, Recreation, and Open Space are discussed in more detail in the Recreation and Open Space Element.

Public Safety

Public safety services, including law enforcement and fire/emergency medical services, are unlike most other public services in that these services are delivered as needed on demand. Within the county, Fire/Emergency Medical Service Station locations are shown in Figure 2.24. A majority of the county population resides within a three mile radius of one of these locations.

➤ Law Enforcement

For the unincorporated sections of the county, law enforcement is provided by the Indian River County Sheriff's Department through routine patrol and emergency dispatch. Those services are headquartered in a Central Sheriff's Office/Jail facility located in Gifford, in the central mainland area of the county. The municipalities of Vero Beach, Sebastian, Indian River Shores and Fellsmere provide police protection within their own corporate boundaries. The Florida State Police also provide routine traffic patrol on State and Federal Highways within the county.

Correction facilities in the county are operated by the Sheriff's Department and the Florida Department of Corrections. Located on a 40 acre site in Gifford, just north of the Vero Beach Municipal+Regional Airport, the county jail facility is part of a complex occupied by the sheriff's administration, law enforcement and corrections divisions. Existing facilities include a 166,000

eliminate ranchette type of development in agricultural areas and will provide working open space which could be used for agricultural and recreational uses while providing for residential and other non-agricultural development. Finally, this type of designation will reduce the threat of urban sprawl.

Together, those tools will promote a compact, low-density land use pattern in Indian River County. According to the Urban Land Institute, “compact development does not imply...high density, but rather higher average ‘blended’ densities. Compact development also features a mix of land uses, development of strong population and employment centers, interconnection of streets, and the design of spaces at a human scale.” [*(Growing Cooler: The Evidence of Urban Development and Climate Change (2007))*].

NEED FOR REDEVELOPMENT

Defined as areas that contain neglected and abandoned structures that are in need of repair or demolition, ~~blighted-areas needing redevelopment or revitalization areas~~ usually occur in older and poorer areas of a community. In the unincorporated county, there are three areas that currently contain incompatible uses and experience varying degrees of ~~blightdeterioration~~. Those three areas are the Wabasso community in the north county, the Gifford community in the central county, and the Oslo Road area in the south county. Those ~~blighted-areas needing redevelopment or revitalization~~ have some of the same negative impacts that are often found in association with incompatible uses.

In recent years, the county has used Community Development Block Grants (CDBG), State Housing Initiative Partnership (SHIP) funds, and local funds to make improvements within the identified ~~blighted-areas needing redevelopment or revitalization~~. In 2002, for example, Indian River County was awarded a \$750,000 Housing Community Development Block Grant. Those funds were used to rehabilitate approximately 24 homes within the Gifford community.

Between 2005 and 2008, the county used approximately \$727,228 in CDBG funds to install new water lines within the Wabasso community. Using CDBG funds, the county constructed a new fire station in the Gifford community during 2009. Various other public improvements, including road and drainage improvement projects, have also been made in those ~~blighted-areas needing redevelopment or revitalization~~. Complementing those improvements has been an increase in code enforcement activities in those areas. Overall, the code enforcement initiatives have been successful in getting property owners to clean up their properties through removal of old cars, demolition of unsafe structures, and general property maintenance.

A review of the Wabasso, Gifford, and Oslo Road areas reveals several similarities commonly associated with ~~blighted places areas needing redevelopment or revitalization~~. Those include a higher than average proportion of low income residents with lower educational achievement, a larger proportion of children, and a high proportion of minorities. The similarities of those areas cease at that point. As discussed below, each area has unique constraints and opportunities for renewal and development.

Wabasso

Wabasso is an old unincorporated community at the intersection of US 1 and CR 510. Extending north and south along US 1 and west on CR 510, the community is primarily rural in character and has only recently received public water and sewer services. Along US 1, commercial uses predominate. Those uses range from those which serve the immediate community to those which take advantage of the relatively high traffic volume to serve a larger area. While citrus packing and processing is the largest commercial/industrial use, residential uses including single family homes and mobile homes extend along US 1 and CR 510. Within Wabasso, the ~~blighted areas needing redevelopment or revitalization~~ portion ~~of the area~~ is concentrated west of the FEC Railroad along CR 510 and consists primarily of residential uses. That area has been targeted in the past for assistance by the county.

As a result of its strategic location at the entrance to the north bridge and the barrier island, the Wabasso area is likely to undergo changes in the future. In fact, recent and future growth on the barrier island and in the Sebastian area to the north will most likely act as a catalyst for land use changes in this area. The likely result will be the elimination of some older and smaller commercial uses and residential uses in favor of larger commercial uses dependent on the high traffic volumes.

Recognizing the potential for change, the Wabasso community has worked with the county to initiate and develop a Wabasso Corridor Plan. That plan contains special standards to ensure well managed growth along US 1 and CR 510 in Wabasso.

In Wabasso, one obstacle to major development is the difficulty in assembling enough parcels to create a site large enough for commercial development. Because redevelopment happens slowly if at all, it is important that the county continue to eliminate substandard housing and maintain code enforcement activity in West Wabasso.

Gifford

The Gifford area in the central portion of the county is the largest of the three ~~blighted areas needing redevelopment or revitalization~~, as well as the area with the most public investment. Currently, Gifford contains a variety of uses, ranging from heavy industrial uses including junk and salvage yards to single family subdivisions. Unlike many ~~blighted areas needing redevelopment or revitalization~~, Gifford is served by public water and wastewater. The area also contains three public schools, a community center and a recreation facility and is the location of the county sheriff's administration offices and the county jail. Several low income subsidized residential developments also are located in Gifford.

On the east side of US 1 near Gifford, major developments include the Indian River Medical Center and Grand Harbor, a 2,000 unit residential, recreation and commercial development. Both

of those developments have and will continue to attract related commercial and business support services in the vicinity, most likely along US 1.

While the increase in business activity and construction has added jobs to this area, it is not evident whether the impact has benefitted the depressed area of the community. Like many depressed areas, Gifford contains a mix of land uses and a supply of vacant industrial and commercially designated land. Going forward, the county should continue to eliminate substandard housing and maintain code enforcement activity in Gifford.

➤ Gifford: Indian River County/City of Vero Beach Enterprise Zone Area

~~In-From 2005 until the sun-setting of the state's Enterprise Zone enabling legislation on December 31, 2015, Indian River County and the City of Vero Beach jointly establishedoperated an Enterprise Zone encompassing properties in and around the City of Vero Beach Municipal Regional Airport and properties within the Gifford Community. An Enterprise Zone iwas an area designation approved by the state to encourage new economic growth and investment in distressed areas. The state accomplishesd this in part by providing tax incentives to residents and businesses within Enterprise Zones. These tax incentives include job tax credits, sales tax refunds, property tax credits, and other tax credits. Although the state sunsetted the enabling legislation at the end of 2015, the Indian River County Board of County Commissioners (BCC) determined that it is important for the County to continue to provide a special economic development incentive in the former Enterprise Zone area, consistent with the Gifford Neighborhood Plan Policy that supports such an incentive in the Gifford area. On January 12, 2016, the BCC approved a resolution to continue to offer a 10% local jobs grant bonus to target industries locating within the newly re-labeled "Enterprise Area". The "Enterprise Area" encompasses the same geographic area of the former Enterprise Zone.~~

~~With the Enterprise Zone, Indian River County and the City of Vero Beach have the ability to offer state sponsored incentives to local companies. Those additional incentives are another tool that the County and the City of Vero Beach have at their disposal to help retain and expand existing businesses and help to attract new businesses.~~

~~With a possible expansion of the Piper Aircraft facility and the increasingly available industrial land within the Enterprise Zone, additional development can be expected to occur in the future within the Enterprise Zone. In fact, the Indian River Industrial Center, an industrial/business park consisting of 7 lots on 12.5 acres, was recently constructed on the north side of 41st Street, west of 49th Avenue. Besides the Indian River Industrial Center, another industrial/business park is in the planning stages along 41st street in the Gifford Community, between 28th Avenue and 43rd Avenue (Vero Beach Business Park). That business park is proposed to have a total of 15 lots.~~

Oslo

The third blighted-area needing redevelopment or revitalization is located west of US 1 along Oslo Road in the southern portion of the county. Oslo Road (9th Street, S.W.) is a principal

east/west arterial road in the south county from US 1 to I-95. It is expected that the county's third interchange to I-95 will be located at Oslo Road.

In Oslo, the ~~blighted~~ area needing redevelopment or revitalization consists chiefly of old platted and unplatted residential areas. Because that area was developed before infrastructure improvements were constructed, many of the roads and lots in the area do not meet county development standards. While increased and continued code enforcement activity is necessary to identify specific structures for repair or removal, a more concerted effort involving individual property owners, the county, and third party developer-financiers will be needed to resolve many of the roadway and infrastructure deficiencies caused by development during the first half of the 20th century.

DEVELOPMENT AND REDEVELOPMENT IN FLOOD PRONE AREAS

Generally, development in flood prone areas presents various problems, the most serious of which is the potential for loss of life from flood waters and storm surges. Flooding can also cause loss or damage to property and degradation to the environment. Besides the hazards, development costs may also be higher in those areas due to the extensive site modifications or enhanced building techniques required. Because of high costs and/or environmental limitations, public facilities and services are often not extended to those areas.

In 1988, the US Federal Emergency Management Agency (FEMA) completed a Flood Insurance Rate Study for Indian River County. That study identified the limits of Coastal Flood Zones, the 100-Year Flood Plain and the 500-Year Flood Plain. As shown on Figure 2.23, the county has a significant amount of flood prone land. At this time, FEMA is updating its flood study of the county and will be issuing new flood maps in 2010-2011.

Within the county, the largest flood prone area is west of I-95 and includes the St. Johns Marsh area. Land uses in that area include the marsh, citrus groves, row crops and cattle grazing. The area surrounding the City of Fellsmere also contains flood prone areas which follow the pattern of drainage canals and ditches. That area contains a mixture of agricultural uses and rural residential development on large (5 acre+) lots.

East of I-95, flood prone areas are confined to 4 general areas. The first area extends along the east side of I-95 from the Brevard County line to approximately 2 miles north of SR 60 and east to 90th Avenue and the St. Sebastian River. With the exception of the area along CR 512, land uses are limited to cattle grazing and vacant land. A commercial/industrial node is located at the CR 512/I-95 interchange, although much of that node was recently annexed by the City of Fellsmere. Largely undeveloped, the northeast quadrant of that node contains several high-tech industrial manufacturing plants and highway commercial establishments. Immediately south of CR 512 is the Vero Lake Estates Subdivision (see residential land use, vacant land use). A Municipal Service Taxing Unit (MSTU) has been created for that 5,000 lot subdivision to provide for roadway and drainage improvements.

Policy 1.32: The Recreation land use designation shall be applied to land used for active and passive public parks and recreation facilities, including but not limited to ball fields, swimming pools, tennis courts, racquetball courts, handball courts, shuffleboard courts, basketball courts, volleyball courts, children's playgrounds, golf courses, fairgrounds, community/activity centers, walking/jogging/fitness trails, canoe launches, picnic areas, scenic areas, nature centers, bathrooms, and parking areas. Not all recreation sites are shown on the Future Land Use Map. Public parks and recreation facilities are not limited to this land use designation. The maximum Floor Area Ratio (FAR) for development within the Recreation land use designation shall not exceed 0.25.

Policy 1.33: The Blue Cypress Improvement District (BCID) is a special land use designation that shall be applied to the existing Blue Cypress Fish Camp on the western shore of Blue Cypress Lake.

Development within this district shall be limited to single-family and mobile home residential uses and conditioned on the provisions outlined in Ordinance 85-55. The BCID is not intended for expansion to adjacent or otherwise undeveloped property. Densities in the BCID shall not exceed 10 units/acre.

Policy 1.34: The county zoning code shall contain provisions for a Professional Office District. That district shall be limited to land that is within the medium and low-density residential land use designations and is located along arterial roadways. The purpose of this zoning district shall be to encourage infill development and the redevelopment of ~~blighted areas needing redevelopment or revitalization~~ or declining residential areas which are no longer appropriate for strictly single-family use but are not considered appropriate for a broad range of commercial uses, as permitted in other commercial zoning districts.

Policy 1.35: Indian River County shall regulate the use of land in proximity to large scale public facilities such as airports and landfills in order to protect the facilities from encroachment by non-compatible uses and protect the public from any potentially hazardous impacts.

Policy 1.36: The county shall maintain a concurrency database which identifies areas with facility surpluses and deficiencies. Development shall be directed to areas with adequate facility capacity through publication of this information and through implementation of the county's concurrency management system.

Policy 1.37: The new town land use designation shall be a floating zone which may be overlaid on any property with an agricultural land use designation (AG-1, AG-2, and AG-3). Each new town designation shall be approved as a Planned Development (PD) and shall meet the requirements of Policy 1.38.

The size, density, and design of a new town shall allow for a sustainable new town population with an adequate level of commercial activity, as well as a sufficient greenbelt area. The new town shall be designed to accommodate a build-out population of at least 5,000 persons

- (b) An interconnected pedestrian sidewalk/path system that serves and integrates residential and non-residential uses.
 - (c) Appropriately sized blocks and pedestrian improvements that provide a layout that maximizes residential development in clusters around town centers. Town centers shall include but not be limited to public squares or parks, as well as commercial and residential uses.
 - (d) Wide sidewalks, street trees, and on-street parking in the town center.
5. Integration into Major Street Grid: Each new town project shall have multiple connections to major roads, and extend major roads planned to traverse the rural area in which the project is located.
6. Building Height: Residential structures shall be limited to a maximum height of 35 feet, while nonresidential and mixed use structures shall be limited to a maximum height of 50 feet. For all structures, architectural embellishments may exceed the maximum height limitation by no more than 15 feet.

Policy 1.39: The county shall limit the use of the ~~665301.95~~ acres of C/I designated property located north of SR 60 and west of 98th Avenue to research/technology/industrial uses only. Those uses include research/technology/industrial parks, light manufacturing and assembly facilities, distribution centers, and accessory commercial uses. For that portion of the 665 acre property that lies west of 102nd Avenue, the Floor Area Ratio shall be limited to .30 and development shall be limited to no more than 2% accessory commercial uses and no more than 49% research/technology uses. This policy shall be implemented through Planned Development (PD) zoning and/or Planned Development Plan requirements. In addition, each preliminary PD plan (site plan) for development of the portion of the 665 acre property that lies west of 102nd Avenue shall:

- incorporate a stormwater management and flood protection design that mitigates potential adverse impacts of a flood associated with the failure of federal and privately owned levees within the Upper St. Johns River Basin Project; and
- include upland edge buffers between industrial development and any adjacent wetland mitigation bank area; and
- provide mass transit infrastructure (bus waiting area shelters, benches, accommodations for pedestrians, bicyclists and accessibility by persons with disabilities); and
- incorporate a traffic circulation design that meets FDOT S.R. 60 access management requirements and provides shared access and interconnections between facilities.

On that portion of the 665 acre property lying west of 102nd Avenue, development will be limited to 4.2 million square feet of research, technology, industrial, and accessory commercial uses until I-95 north of S.R. 60 is widened.

- County wide level-of-service standard for Middle Schools of 117.26 building square feet per student station
 - County wide level-of-service standard for High Schools of 147.57 building square feet per student station
 - County wide weighted average level-of-service standard for all schools of 139.07 building square feet per student station
- g. Transit: The county adopts the following transit level-of-service standard:
- One-hour headways shall be maintained on all fixed transit routes.

Policy 3.9: Indian River County shall coordinate with private utility providers, including electric, gas, telephone, and cable TV, to ensure that utility services are delivered efficiently.

Policy 3.10: The county shall provide infrastructure improvements to existing subdivisions with inadequate infrastructure, such as Vero Lake Estates, Paradise Park, Oslo Park, and Pine Tree Park, through the petition paving program and the utility assessment process.

OBJECTIVE 4: EFFICIENT MIX OF USES TO REDUCE TRAFFIC DEMAND AND GREENHOUSE GAS EMISSIONS

By 2030, Indian River County will have a land use pattern that maintains the number of daily automobile trips per capita and the length of trips on county roadways at or within 10% of 2005 levels. Those levels were 4.53 daily automobile trips per capita and 18.94 minutes per trip.

Policy 4.1: Land use districts shall be located in a manner which concentrates urban uses, thereby discouraging urban sprawl.

Policy 4.2: By January 201~~18~~, Indian River County shall identify and map target areas for redevelopment and infill development.

Policy 4.3: For the areas targeted for redevelopment and infill development in Future Land Use Element Policy 4.2, Indian River County shall, by 201~~29~~, assess the potential for future development, review infrastructure capabilities and needs, and develop special overlay or use districts and regulations, if warranted.

Policy 4.4: By January 201~~320~~, Indian River County shall work with property owners, developers, and the public to develop and implement a plan to promote development of the areas targeted for redevelopment and infill development. That plan shall examine the feasibility of reduced development fees, streamlined application processing, mixed uses, density bonuses, Traditional Neighborhood Design, home/work linkages and other innovative techniques to promote development in those areas.

- Residential lots created through the PD process shall not be less than 1 acre with the remainder of the area designated as open space;
- The open space shall be in contiguous areas;
- Common open space, if provided, shall be under the control of an appropriate entity and maintained in perpetuity, through an open space, recreation, conservation and/or agricultural preservation easement(s), to be created through Deed Restrictions, with infill prohibited;
- Agricultural PDs shall implement Best Management Practices submitted to and approved by staff; and
- All recreational amenities shall be depicted on the PD plan; no recreational uses that could constitute a nuisance to adjacent properties shall be permitted.

OBJECTIVE 6: AGRICULTURAL PROTECTION

In recognition of the Indian River County's desire to protect agriculture despite the challenges and changes facing the citrus industry, the county's objective is to retain, through 2017, at least 125,000 acres of land in the unincorporated county that is used for active agricultural operations.

According to the United States Department of Agriculture's 2007 Census of Agriculture, there were 157,196 acres of land that were used for active agricultural operations that year. Of this land, approximately 139,000 acres are located within the unincorporated area of the county.

This objective, by itself, does not justify or suggest a need for Future Land Use Amendments from Agricultural Designations.

Policy 6.1: Indian River County shall not provide public services or facilities which would induce or encourage the development of agriculturally designated lands. As such, the county shall not provide water and sewer service outside the urban service area except in the following instances:

- To provide for the health and safety of existing residents in a manner consistent with Sanitary Sewer Sub-Element Policy 2.4 and Potable Water Sub-Element 2.4;
- To ~~serve lots or portions of lots which front on a public roadway that serves as an urban service boundary, as long as the provision of provide utility services under limited circumstances is consistent with Potable Water Sub-Element Policy 5.7 and Sanitary Sewer Sub-Element Policy 5.8 as amended.~~;

- projects which may impact historical and archaeological sites identified on the Florida Master Site File or designated as significant by the Board of County Commissioners.

Policy 8.2: Indian River County shall use incentives such as transfer of development rights, tax relief, mitigation, and public acquisitions; and penalties such as fines and imprisonment, to protect and preserve historically and archaeologically important resources. The following criteria are used to determine the historical significance of a resource:

- whether or not the resource is at least 50 years old;
- whether or not the resource contains significant character, interest or value as part of the historical, cultural, aesthetic and architectural heritage of the county;
- whether or not the resource displays historical, political, cultural, economic, or social trends of community history;
- whether or not the resource displays unique and/or distinguishing characteristics of an architectural style, design period, construction method, detail, craftsmanship, or material; and
- whether or not the resource is a work by a prominent architect, designer, engineer, builder or landscape architect.

Policy 8.3: All public and private development or redevelopment proposals shall be reviewed for their impact upon designated historic resources.

Policy 8.4: Public and private development and redevelopment activities shall cease, at least temporarily, if historic or archaeological artifacts are discovered, in order to allow for evaluation of historic significance.

Policy 8.5: Indian River County land development regulations shall include provisions for land use management techniques such as Transfer of Development Rights, Tax Relief, Mitigation or Public Acquisition to ensure compliance with the provisions of these policies and to minimize the impact on property owners.

Policy 8.6: The county shall periodically update its historic properties survey. In addition to providing a more accurate assessment of the condition of historic properties, such updates will also allow the inclusion of newly-eligible properties.

OBJECTIVE 9: PROMOTE AESTHETIC DEVELOPMENT

Through the implementation of land development regulations, Indian River County will have aesthetically pleasing buildings, signs, landscaping, parking areas, and roads.

| **Policy 9.1:** By January 2012²⁹, Indian River County shall establish guidelines to ensure that all new county buildings and facilities will be compatible with the architectural character of the surrounding neighborhood.

Policy 10.4: Multi-family residential sections of The Moorings that were zoned RM-10 prior to February 13, 1990 shall be allowed to maintain their RM-10 zoning and shall be considered conforming uses within the L-1 designation. These phases include Windward, Southwinds, Harbour Side, The Pointes, River Mews, and South Passage.

OBJECTIVE 11: ~~BLIGHTED~~ AREAS NEEDING REDEVELOPMENT OR REVITALIZATION

By 2016, Indian River County will have taken action to encourage redevelopment or revitalization in at least three ~~blighted~~ areas.

Policy 11.1: By 20129, Indian River County shall develop guidelines and regulations to designate areas in need of redevelopment or revitalization.

Policy 11.2: Within one year of designating a redevelopment or revitalization area, Indian River County shall determine the needs and deficiencies as well as remedies and solutions for that area.

Policy 11.3: Indian River County shall enforce the provisions of the PRO, Professional Office zoning district. The purpose of this zoning district shall be to encourage infill development and the redevelopment or revitalization of ~~blighted or declining~~ residential areas which are no longer appropriate for strictly single-family use but are not considered appropriate for a broad range of commercial uses, as permitted in other commercial zoning districts.

Policy 11.4: Indian River County shall encourage the development, redevelopment, revitalization and upgrading of undeveloped and underdeveloped subdivisions through mechanisms such as Block Grant Programs, Municipal Service Tax Units, creative finance and development proposals, zoning, and simplified replatting procedures.

Policy 11.5: Indian River County shall maintain a vigorous code enforcement program operating in all areas of the unincorporated county.

OBJECTIVE 12: COORDINATED PLANNING

All development in Indian River County will be consistent with the resource planning and management activities of the state, and with approved management plans including the Hutchinson Island Management Plan.

Policy 12.1: The county acknowledges the application of the Hutchinson Island Resource Planning and Management Plan (HIRPMP) to Indian River County. Past county actions have resulted in development regulations consistent with the HIRPMP. All new development on the unincorporated barrier island will be consistent with the HIRPMP by implementing the policies of this comprehensive plan.

Policy 12.2: As part of the county's periodic Capital Improvements Element evaluation and update process, the impact of new development on hurricane evacuation times and the need for improvements and the timing of improvements to evacuation routes in order to maintain or reduce evacuation times shall be assessed.

Policy 12.3: Indian River County shall include within its land development regulations a mechanism to assess the impact of new development on emergency evacuation.

OBJECTIVE 13: LOCAL PLANNING

By 2015, the County will have a formal coordination mechanism with other federal, state, regional, and local governments and agencies for land use planning activities, provision of facilities and services, and funding and implementation of programs.

Policy 13.1: Indian River County shall ensure that land development activities, development orders and permits, rezonings, and comprehensive plan amendments are coordinated, as may be appropriate, with the municipalities of the county, adjacent counties, regional and special districts, and state and federal agencies.

Policy 13.2: Indian River County, through coordination with municipalities within the county, shall ensure that future annexation will not create enclave areas.

Policy 13.3: By 20148, the county shall encourage municipalities to identify potential areas for annexation, develop criteria for annexation decisions, and execute interlocal agreements with the county to formalize these criteria.

Policy 13.4: Indian River County shall coordinate with municipalities within the county to amend the proposed interlocal service boundary agreement between the county and municipalities to address annexation issues, maintenance of established level of service standards, extra-jurisdictional developmental impacts, upfront coordination on land use amendments and rezonings, and establishment of a dispute resolution process.

OBJECTIVE 14: PLAN AMENDMENT AND REVIEW

Indian River County will have a mechanism for review and amendment of the comprehensive plan.

Policy 14.1: Indian River County shall provide for the amendment of the Comprehensive Plan in accordance with the provisions of Chapter 163, FS. Applications to amend the future land use plan map may be submitted by the owner or the agent for the owner of property proposed for redesignation, by the county planning staff, or by the Board of County Commissioners. Where an individual application is submitted, land development regulations shall provide for payment of an appropriate fee and disclosure of all individuals having an equitable interest in the proposed change. Applications to amend other portions of the comprehensive plan may be

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Indian River County 2030 Comprehensive Plan

Chapter 3C Solid Waste Sub-Element

Indian River County Community Development Department
Supplement #____; Adopted _____, 2016, Ordinance 2016-_____

POLICY 4.1: The County shall expand its recycling program by accepting more materials, such as food waste, to be recycled to reduce the volume of waste disposed of in the landfill.

POLICY 4.2: By 20~~12~~²², the SWDD shall ~~re-evaluate complete a study to determine the feasibility of establishing a mandatory solid waste collection system that serves properties within the County's Urban Service Area.~~ Upon the establishment of mandatory door-to-door garbage collection, the SWDD shall evaluate the need for and the level of service required from the customer convenience centers.

POLICY 4.3: The SWDD shall continue to assist the School Board to develop and maintain a course which informs students of the impact of mismanaged solid and hazardous waste as well as the importance and benefits of a recycling program.

POLICY 4.4: The County as part of its recycling program shall eliminate open burning in urban areas by maintaining its facility for the recycling of organic waste, including land clearing debris, grass clippings, etc. into compost and mulch.

POLICY 4.5: The SWDD, through radio and newspaper advertisements, informational brochures, or through special events, shall provide general public education on the importance and benefit of the recycling program.

POLICY 4.6: By 20~~12~~²⁰, the SWDD shall ~~arrange for completed studies to determine evaluate~~ the feasibility of the maximum recovery of recyclables from the County garbage stream and their conversion to useful products.

POLICY 4.7: By 20~~12~~²⁰, the SWDD shall ~~arrange for completed studies evaluate to determine~~ the feasibility of transferring the County's solid waste to another regional facility for disposal of solid waste.

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**NOTE: EDITS ARE
ON PAGES 130-131**



Indian River County 2030 Comprehensive Plan

Chapter 4 Transportation Element

Indian River County Community Development Department

Adopted: October 12, 2010

Supplement # ____; Adopted _____, 2016, Ordinance 2016-_____

POLICY 4.1: The county hereby adopts the MPO Bicycle/Pedestrian Plan. Implementation of the plan in the unincorporated county will occur through the incorporation of improvements identified in that plan in its TCIP. The plan will be used as a basis for applying for and programming federal enhancement project funds. Funds will be used to program improvements such as the construction of new bicycle and pedestrian lanes and paths, and the retrofit of existing lanes and paths. The implementation schedule will be determined by the priority ranking of each roadway segment as contained in the MPO Bicycle/Pedestrian Plan. The following programs shall also be implemented by the county according to the plan: an off-road facilities program, a safety improvement program, and a mode shift program. These programs will be implemented as the funding, right-of-way, or other necessary resources become available.

POLICY 4.2: By 2020, the county shall evaluate utility easements, railroad rights-of-way and drainage canal rights-of-way as locations for off road trails. This evaluation will be based upon safety and cost considerations as well as negotiations with appropriate agencies which control these easements and rights-of-way.

POLICY 4.3: ~~By 2012~~Periodically, the county will assess all thoroughfare plan roadways to identify hazards to bicyclists. Where hazards are identified, improvements to correct them will be programmed.

POLICY 4.4: The county will use at least \$200,000 per year of 1 cent local option sales tax revenue for bike/pedestrian system improvements.

POLICY 4.5: The county will continue to apply for ~~SAFETEA-LU enhancement~~federal non-motorized transportation funds to construct bike/ped improvements.

POLICY 4.6: The county will, through its land development regulations, require that all developments fronting on thoroughfare plan roadways provide for construction of bicycle and pedestrian improvements as identified in the MPO Bicycle/Pedestrian Plan and MPO Greenways Plan.

POLICY 4.7: The county will, through its land development regulations, require that internal sidewalks are provided in all residential subdivisions with densities higher than 1 unit per four acres.

POLICY 4.8: The county will install bike-ped signals at all new signalized intersections and will install bike racks on its buses.

POLICY 4.9: ~~By 2015, t~~The county will annually consider funding establish a sidewalk matching funds program for construction of ~~residential~~ sidewalks in residential areas by homeowners.

POLICY 4.10: Where practical and to the extent possible, and where such design is in compliance with the Florida Green Book and County Typical Design Standards, the County will implement “complete streets” principles such as the inclusion of bike lanes

and sidewalks for new roadways, widening projects, and roadway redesigns to address the needs of public transportation vehicles and patrons, bicyclists, and pedestrians of all ages and abilities in planning, programming, design, construction and maintenance of County roadways. These principles will be applied to reconstruction and maintenance projects to the extent state or federal statute, economic and environmental considerations, and existing development will allow. The County will view all transportation improvements as opportunities to improve safety, access and mobility for all travelers and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system.

OBJECTIVE 5 LAND USE COMPATIBILITY

Throughout the time horizon of this plan, traffic circulation system will be compatible and compliment adjacent land uses.

POLICY 5.1: The county shall design and locate to the extent possible major roadways (i.e. minor and principal arterials) and intersections such as to not adversely affect existing neighborhoods nor produce excessive traffic on local roads through residential areas. The following are some of the characteristics by which the county will determine whether neighborhoods are adversely impacted: severs existing neighborhoods, more traffic other than local traffic using roadways, widening of roadways which results in roadways constructed closer to residential homes, and other similar characteristics. In areas where minor and principal arterial roadways and their intersections adversely affect existing neighborhoods, the county may provide buffers as stated in the above Policy 7.1. The county will also review the feasibility of relocating roadways and intersections and limit the number of roadway connections and accesses. Where appropriate, the county will implement traffic calming improvements.

POLICY 5.2: The county shall locate and design roadways to minimize adverse environmental impacts. Where sensitive environmental areas will be impacted by roadway construction, the county will mitigate those impacts by taking action as provided for in the Conservation Element of the plan.

POLICY 5.3: The county shall not fund transportation improvements which will allow increased development in coastal high-hazard areas.

POLICY 5.4: The county hereby designates as historic and scenic roads the following:

- Jungle Trail
- Fellsmere Grade
- Gifford Dock Road
- Old Winter Beach Road
- Quay Dock Road

The county will prepare, adopt, and implement management plans for each of these roads in order to protect and enhance their scenic/historic character.

DRAFT 4-7-16



**NOTE: EDITS ARE ON
PAGES 2, 7, 9, 26-31, 34,
42-43, 46 – 51, 56**

Indian River County 2030 Comprehensive Plan

Chapter 5 Economic Development Element

Indian River County Community Development Department

Adopted: October 12, 2010

Supplement #____; Adopted _____, 2016, Ordinance 2016-_____

Inventory of Existing Conditions

Overall, there are many factors which influence economic development in an area. These range from physical conditions to demographic characteristics, including existing and projected population levels. This section addresses those factors.

Geography

Climate

Indian River County has a humid, subtropical climate. According to the United States Geological Survey, Indian River County's average coastal temperature, as measured at the Vero Beach ~~Municipal~~Regional Airport, is 23°C (73.4°F). The temperature further inland, at Fellsmere, is similar. While this average temperature is moderate, the county's afternoon temperatures usually exceed 32°C (90°F) throughout the summer. Freezing temperatures occur occasionally in the coastal areas of the county, but they occur almost annually in the county's inland area.

As measured at the Vero Beach airport, the county's mean annual precipitation is 53.4 inches, while the average precipitation inland at Fellsmere is approximately 57 inches. More than 60% of this total annual rainfall occurs during the summer months.

Topography

Topographically, Indian River County lies in Florida's coastal lowlands. In Indian River County, these lowlands include several ancient marine terraces, each of which was part of the ocean bottom at a time when the Atlantic Ocean stood much higher. The two terraces which comprise Indian River County are the Pamlico Terrace and the Talbot Terrace.

The Pamlico Terrace covers the area from the county's coast to the western edge of St. Johns Marsh, a distance of approximately 24 miles. This terrace is comprised of three distinct ridges: an offshore bar, the Atlantic Coastal Ridge, and the Ten-mile Ridge. Most of this area is less than 25 feet above sea level.

The offshore bar is the current barrier island. This island reaches a maximum height of approximately 20 feet above sea level. West of the island is the Indian River. Further west and located on the present-day mainland is the Atlantic Coastal Ridge. That ridge, which is a remnant of an offshore bar, was formed in the Pamlico Sea and reaches altitudes of more than 50 feet. West of the Atlantic Coastal Ridge is a flat, trough-shaped area that is analogous to the present Indian River. Adjacent to this is the Ten-mile Ridge, which is a less pronounced sand ridge located approximately

Education

Currently, the School District of Indian River County is a Grade "A" school district. That is the highest letter grade that can be awarded by the state to a school district. The "A" grade was awarded to the County because of exceptional scores district wide on state standardized tests. Overall, the School District's district-wide score for the 2008-09 school year placed the County in 17th place out of Florida's 67 counties (top 25%).

Within Indian River County and the surrounding region, there are various universities and technical institutes providing education and research opportunities to county residents and businesses. Several of those higher education institutions offer programs within Indian River County in which students can earn credits toward an associate, bachelor, or masters degree program.

Besides primary, secondary, and higher education, the county also has training programs available. These are coordinated and monitored by [Workforce Solutions CareerSource Research Coast](#). In 2006/2007, 48 job training programs, approved by Workforce Solution's Targeted Occupations List, were offered within Indian River County by Indian River State College, the School District of Indian River County, and the Vero Beauty and Massage Institute. These institutions/organizations can specifically tailor training for new and existing businesses in Indian River County based on the businesses' needs.

Housing

An adequate supply of housing is an important economic development location factor. For both employees and management, adequate housing needs to be available either in the community or nearby.

Presently, the county has a mix of affordable single family and multifamily units. Although housing affordability was an issue in the housing boom period of 2002 to 2005, the overbuilding at that time led to a collapse of the housing market and an increase in housing affordability.

Housing issues related to Indian River County are addressed in the Housing Element of the Comprehensive Plan.

Market Relationships/Access to Markets

Located along the east coast of Florida, approximately two hours north of the major metropolitan areas of South Florida, Indian River County is approximately thirty minutes north of the Fort Pierce-Port St. Lucie MSA, approximately forty-five minutes south of the Palm Bay-Melbourne-Titusville Metropolitan Area, and approximately one hour and forty-five minutes southeast of the Orlando Metropolitan Area.

the county and the other at State Road (SR) 60 in the central part of the county. While both existing interchanges are important for future industrial growth in Indian River County, a third interchange is planned for the future at Oslo Road in the south part of the county. When this interchange is ultimately constructed, it will provide direct access to a largely undeveloped industrial area of the County.

Prior to construction of the Interstate system, U.S. #1 was the historical route connecting the U.S. east coast metropolitan areas. It extends along almost the entire east coast of the U.S. In Indian River County, U.S. #1 runs the full length of the county and connects most of the communities within the county to each other.

Extending from Vero Beach in the east portion of the county to Tampa, a major metropolitan area on the west coast of Florida, SR 60 is a major east/west corridor on the Florida, Intrastate Highway system. This route functions as an important east/west connector in the state. In addition, it connects the County to the Florida Turnpike which provides access to markets southward to Miami and northward to Orlando. Recently, SR 60 was expanded from two to four lanes from I-95 to Yeehaw Junction.

Currently, the county has sufficient capacity on its road network to accommodate additional growth. Transportation issues related to Indian River County are addressed in the Transportation Element of the Comprehensive Plan.

Within Indian River County, there ~~are two is one~~ municipal airports: ~~and one regional airport~~. These municipal airports ~~are is~~ in ~~Vero Beach and~~ Sebastian ~~and the regional airport is in Vero Beach~~. While the Vero Beach ~~Municipal Regional~~ Airport accommodates a full range of general aviation aircraft up to corporate jets, and is fully certified by the FAA under Part 139, the Sebastian Municipal Airport accommodates both piston aircraft and small corporate jets. Both Vero Beach and Sebastian Airports provide public services to a large economic base of aviation related businesses. Approximately 38 miles north of Indian River County, Melbourne International Airport is the closest commercial airport with scheduled passenger service to major cities.

family home, depending upon size. Impact fees are also required for various commercial and industrial uses. Library, School, and Park and Recreation impact fees do not apply to nonresidential uses. Currently, five of the county's eight impact fees are suspended to encourage construction and economic development.

Water and sewer impact fees are established in a separate ordinance. While water impact fees are \$1,300 for each equivalent residential unit, sewer impact fees are \$2,796 for each equivalent residential unit. Deposits are also based on equivalent residential units.

Within the City of Vero Beach, electric impact fees have historically applied. For residential properties, electric impact fees ~~were~~ \$550 per dwelling unit. For commercial/industrial properties, electric impact fees started at \$550 per unit and increased depending on the estimated electricity demand of the proposed land use. On December 16, 2015, the City of Vero Beach suspended electric impact fees pending approval of the Public Service Commission. If the Public Service Commission does not approve the suspension request, the electric impact fees will be charged retroactively.

~~Separate from impact fees, the County also has a prorated interest fee that is used to finance the widening of a portion of State Road 60. The interest fee is being charged to all developments that impact SR 60 between 66th Avenue and I-95.~~

Economic Development Initiatives

- Target Industries

Currently, the Board of County Commissioners offers various financial incentives to target industries to encourage those industries to locate to Indian River County or to expand businesses already in the county. The County's target industries list includes manufacturing and other basic industries. Generally, the target industries are businesses that pay wages near or above the county's annual average wage. By targeting industries that pay higher than average wages, the County intends to improve the standard of living and employment opportunities ~~of residents of the for county residents~~.

In 2006, there were 11,188 jobs within the County's targeted industries. Of those target industries, the fastest growing are service industries. While service industries have been growing, only minimal gains have been made in basic/contributory industries (industries that bring money into the local economy by selling their products outside of the county) such as Fabricated Metal Products Manufacturing, Wood Products Manufacturing, Non-metallic Mineral Product Manufacturing, and Plastics and Rubber Products Manufacturing.

Currently, the county offers financial incentives to target industries as follows:

- Qualified Target Industry Tax Refund Program

The Qualified Target Industry Tax Refund Program, administered through Enterprise Florida, provides a tax refund of up to \$8,000 per new job if the business is located in the County's Enterprise Zone or up to \$5,000 per new job if the business is located within the County, but outside the Enterprise Zone, a bonus of \$2,000 per job if the business falls within a designated high impact sector; \$2,500 per job if the project is located in a designated Brownfield area. To be eligible, the business must create at least ten new jobs in any of the state's target industries and pay an average annual wage of at least 115 percent of the county's average annual wage. For a manufacturing project paying at least 100 percent of the prevailing average wage; the wage requirement may be waived in special circumstances. Locally, the county provides a 20% match of the total taxes refunded. This program is designed to create high value-added jobs and encourage the growth of corporate headquarters and other targeted high value industries.

- Local Jobs Grant Program

This program can apply to a company that creates at least five jobs in the county's target industries. The amount of the grant is based on the number of jobs created and the average salary of those jobs. Each grant application is reviewed by the Board of County Commissioners. The County provides \$3,000 for each new position created that pays from 75% to 99.99% of the County's average annual wage; \$5,000 for each new position created that pays from 100% to 149.99% of the County's average annual wage; and \$7,000 for each new position created that pays 150% or more of the County's average annual wage. In addition, a 10% bonus is provided to businesses that locate within the City of Vero Beach/Indian River County Enterprise ZoneArea.

- Impact Fee Financing Program

An impact fee financing program is another incentive offered by Indian River County to encourage development. This program allows financing of impact fees for businesses listed on the county's target industries list.

- Waiving County Utility Deposits

Another incentive offered by Indian River County relates to county utility deposits. With this incentive, the county will guarantee county utility (county water and/or sewer) deposits of up to \$10,000 for businesses meeting certain requirements. Instead of the business paying the deposit amounts up front, the county will pledge funds that can be drawn upon if necessary.

- Special Incentives Granted by the Board Of County Commissioners

The Board of County Commissioners has flexibility to grant special incentives on a case by case basis, based on job creation, wage levels and increased property taxes. Incentives could include the purchase or lease of land, infrastructure improvements, payment or financing of county impact fees, or cash incentives.

In addition to incentives offered by the Board of County Commissioners, there are incentive programs offered by ~~Workforce Solutions CareerSource Research Coast~~ that can be accessed by employers relocating to the county or existing employers within the county that are expanding. Those incentive programs are as follows:

- Local Training/Grant Assistance

~~Workforce Solutions CareerSource Research Coast~~ will provide on-the-job training ~~to~~for employers to offset the costs associated with new hires. The Grant serves as a cost effective way for local employers to hire quality applicants by reimbursing up to 50% of the employee's salary during their training period.

- Employed Worker Training Grants

~~Workforce Solutions CareerSource Research Coast~~ will provide grants to reimburse employers for up to 50% of direct training costs to train current employees in new skills that may lead to greater productivity. The employer chooses the training that meets company needs. Grants may be accessed through ~~Workforce Solutions CareerSource Research Coast~~.

- Recruitment/Assessment Services

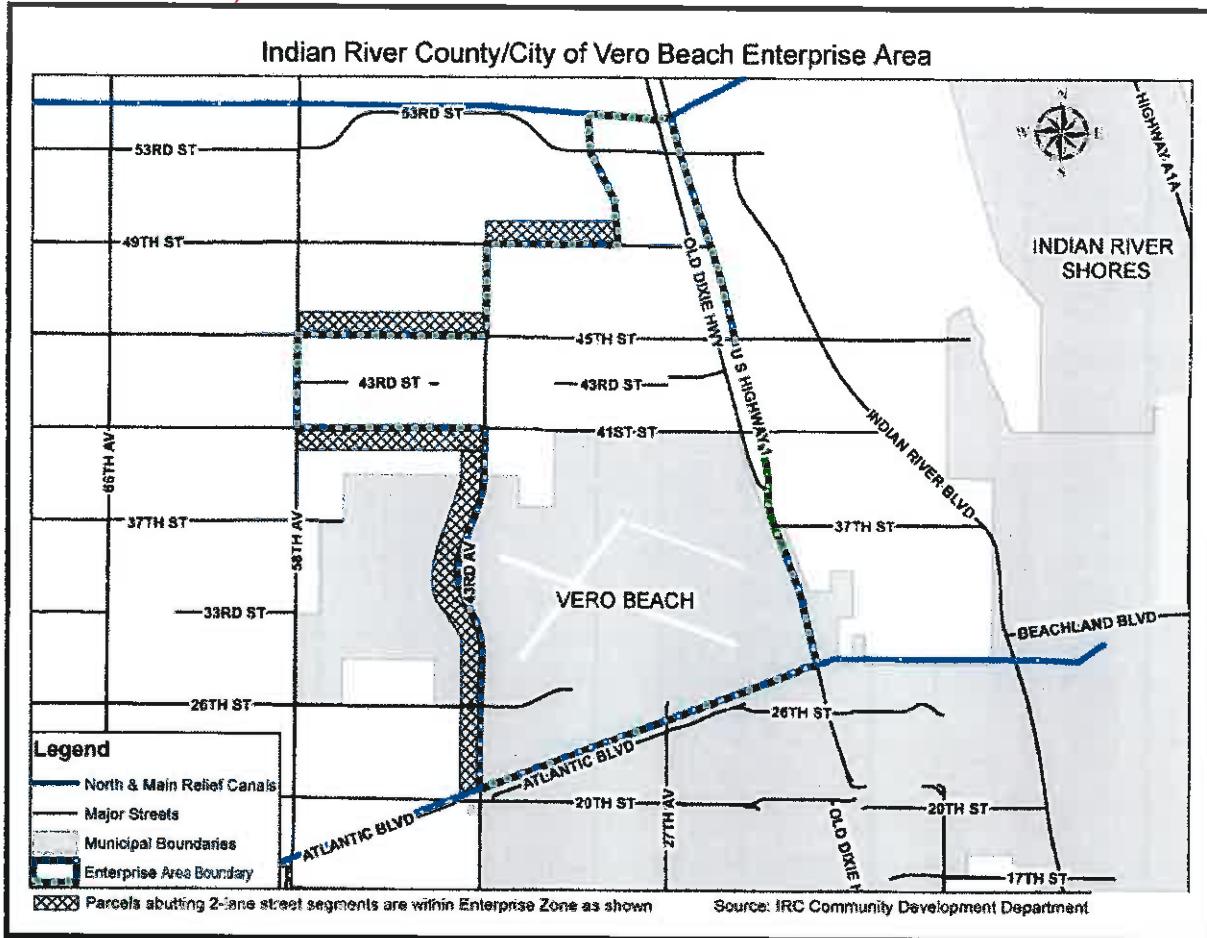
At no cost, ~~Workforce Solutions CareerSource Research Coast~~ will assist businesses in finding qualified candidates who are trained and equipped with the right skills to fill their positions. Professional Recruiters efficiently recruit, screen and refer only qualified applicants to open positions.

Indian River County/City of Vero Beach Enterprise AreaZone

~~In 2005, Indian River County and the City of Vero Beach jointly established an Enterprise Zone encompassing properties in and around the City of Vero Beach Municipal Airport and properties within the Gifford Community (see map). In 2005, the Florida Legislature approved a joint application from Indian River County and the City of Vero Beach to establish an Enterprise Zone (EZ). The EZ encompassed properties in and around the Vero Beach Regional Airport and the adjacent Gifford community. An Enterprise Zone was an area designation approved by the state to encourage new economic growth and investment in distressed areas. The state accomplished this in~~

part by providing tax incentives to residents and businesses within Enterprise Zones. The 2015 Legislature did not reauthorize the program, and the Enterprise Zone program expired 12/31/15. Those tax incentives include: Although the state sunsetted the enabling legislation program expired at the end of 2015, the Indian River County Board of County Commissioners (BCC) determined that it is important for the County to continue to provide a special economic development incentive in the former Enterprise Zone area, consistent with the Gifford Neighborhood Plan Policy that supports such an incentive in the Gifford area. On January 12, 2016, the BCC approved a resolution to continue to offer a 10% local jobs grant bonus to target industries to eligible target industry companies applying for a local jobs grant locating within the newly re-labeled “Enterprise Area”. The “Enterprise Area” encompasses the same geographic area of the former Enterprise Zone.

- ~~▪ Job Tax Credit (Sales Tax and Use Tax Credit or Corporate Income Tax Credit)~~
- ~~▪ Sales Tax Refund (Refund of Sales Tax Paid on Certain Business Equipment/Materials)~~
- ~~▪ Property Tax Credit (Applied to Corporate Income Tax)~~
- ~~▪ Electrical Energy Sales Tax Exemption (Sales Tax Exemption on Electrical Energy)~~
- ~~Community Contribution Tax Credit (Florida Corporate Income Tax, Insurance Premium Tax, or Sales Tax Refund).~~



~~With the Enterprise Zone, Indian River County and the City of Vero Beach have the ability to offer state sponsored incentives to local companies. Those incentives are another tool that the County and City of Vero Beach have at their disposal to help retain and expand existing businesses and help to attract new businesses. Between October 1, 2005 (start of reporting period for the beginning of the City of Vero Beach/Indian River County Enterprise Zone) and September 30, 2007, 10 Building Material Sales Tax Refund applications and 25 Business Equipment Sales Tax Refund applications were submitted to the state. The amount of money invested in Building Materials and Business Equipment and the total amount of refunds requested were as follows:~~

- ~~• \$29,936.00 in Building Material Sales Tax Refunds were requested for businesses investing a total of \$1,500,166.00 in Building Materials used in the Enterprise Zone; and~~
- ~~• 33,248.00 in Business Equipment Sales Tax Refunds were requested for a total investment of \$615,474.00 in Business Equipment.~~

Florida's Research Coast Economic Development Coalition

In ~~the late 1990's~~1998, a Memorandum of Understanding (MOU) was signed by the primary economic development organizations (EDOs) in Martin, St. Lucie, Okeechobee and Indian River Counties to coordinate economic development efforts as a region ~~(Okeechobee County has since reorganized its economic development efforts and opted out of the MOU)~~. That Memorandum of Understanding MOU set the foundation for ~~Martin County, St. Lucie County, and Indian River County~~ these primary EDOs and the President/CEO of CareerSource Research Coast to form the "Florida Research Coast Economic Development Coalition" to better promote the economic development objectives of the ~~three~~four counties.

Currently, the Business Development Board of Martin County, the Indian River County Chamber of Commerce, the Economic Development Council of St. Lucie County, the Okeechobee Chamber of Commerce, and Workforce Solutions~~CareerSource Research Coast~~ are sharing resources to promote/advertise the ~~three~~four counties as a cohesive region. The research coast initiative is building upon recent efforts of all ~~three~~four counties and Workforce Solutions~~CareerSource Research Coast~~ to recruit companies involved with the Life Science Industries along with other targeted industries. In fact, several life science companies have already located to St. Lucie County.

~~One of those life science companies is Torrey Pines Institute for Molecular Studies, a California based biotech company. Recently, Torrey Pines moved into a 100,000 square foot life sciences research facility on 20 acres of land in the Town of Tradition in St. Lucie County. More recently, Oregon Health and Science University's Vaccine and Gene Therapy Institute (VGTI) moved into temporary facilities within the Torrey Pines Institute for Molecular Studies, while VGTI is building its facility. Finally, the Mann Research Center is locating on a 22 acre site within the Town of Tradition.~~

The life science companies locating to St. Lucie County were attracted there through a coordinated effort on the part of the business community along with state and local governments. For instance, Torrey Pines received a combined state and local incentive package of \$88.5 million, plus 20 acres of donated land from Tradition developer Core Communities. That financial package requires Torrey Pines to provide 189 jobs within ten years. This equates to a direct financial incentive of \$468,253.97 per job.

Identification of the County's Constraints and Potentials

As with any area, Indian River County has economic development constraints and economic development potentials. Generally, a constraint is a defined characteristic of an area that in some way hinders economic development. Conversely, a potential is a characteristic that supports or encourages economic development. Focusing on the constraints and potentials provides a foundation for the development of objectives and policies relating to economic development.

Central to a community's ability to attract industry and enhance economic development is the perception that outside firms have of that community. According to "An Economic Development Toolbox: Strategies and Methods", published by the American Planning Association and written by Terry Morre, Stuart Mech and James Ebenhoh, companies consider a number of criteria when deciding to locate to a community. Those criteria include:

- Access to , quality of, quantity of, and cost of needed resources and supplies;
- Availability of development ready land and/or buildings (appropriately zoned and supplied with utilities and services);
- Cost and productivity of labor (one of the most important factors);
- Location relative to supplies and markets (less important for knowledge based industries such as the software development industry);
- Availability of public and private infrastructure (roads, water, sewer, airports, cargo facilities, energy systems, and telecommunications);
- Presence of and existing business cluster (available labor pool and access to suppliers that service the cluster);
- Amenities and other quality of life factors (good schools, clean environment, affordable and appropriate housing, and diverse and exciting culture); and
- Government policies (regulations, taxes, and incentives).

In Indian River County, economic development constraints and potentials can affect each of the factors listed. Therefore, identifying constraints and potentials will allow the county to improve the perception that outside firms develop of Indian River County. Generally, the county's economic development constraints and potentials range from the county's geography to its infrastructure.

As Indian River County's population increases, the local consumer base expands and that creates economic opportunities for new business establishments to locate in Indian River County. These new business establishments produce more activity and enhance the area's economy.

Education

Within the region, there are various colleges, universities, and technical institutes that provide education and research opportunities to county residents and businesses. Several of these higher education institutions offer programs within Indian River County in which students can earn credits toward an associates, bachelors, or masters degree. In fact, institutions of higher learning, such as Indian River State College and Florida Atlantic University, are now offering classes and degrees in fields that are at the forefront of technology and other similar fields. These education opportunities are economic potentials in that they can improve the quality of Indian River County's labor force.

Another economic development potential is the excellent primary and secondary school system in the county. That system provides a high quality education and an above national performance ranking. Additionally, Indian River State College and the Indian River County School District provide adult educational classes and occupational training for county residents.

Recently, Indian River State College expanded its Mueller Center campus and is planning to add additional campus entrances and buildings/facilities. Those new educational facilities and future planned expansions will have a positive impact on the local economy.

In order to be competitive in a global market, the county must continuously evaluate its education offerings and seek to improve upon them. Going forward, the county should coordinate with the school district, charter schools, and private schools to ensure that they are providing a curriculum focused on science, technology, engineering, and mathematics. In addition, the County should coordinate with Workforce Solutions-CareerSource Research Coast and the Indian River County Chamber of Commerce to regularly identify unmet educational needs for targeted industries and work with education providers to ensure that those needs are met.

Housing

For economic development to occur, an area must have an adequate stock of affordable housing. During the recent housing boom, however, the county did not have a sufficient supply of affordable housing. That situation, however, has now changed.

Currently, there is an excess amount of housing within the county. That excess is due to overbuilding associated with the housing boom between approximately 2003 and 2006. As a result, there is a significant number of affordable residential rental units and affordable homes for purchase in the county. On the other hand, the collapse of the housing market has made it difficult for people

Going forward, the County should continue to monitor target industries in the County and surrounding counties. Based on that monitoring, the County should prepare an annual target industry report that should be provided to the Indian River County Economic Development Council and to the Indian River County Chamber of Commerce Economic Development Division.

Incentives

In the future, the economic development incentives offered by the county may help attract ~~some~~ new businesses and encourage the expansion of existing businesses. Generally, economic development incentives indicate that an area is receptive to economic growth and development. Going forward, the county should continue to evaluate its economic incentives on an annual basis and update them as necessary to retain existing target industries and to attract new target industries. One such update to the County's target industry incentives ~~that the County should pursue is the establishment of an economic development tax abatement program. This type of incentive is available from nearby communities that are in direct competition with the County is the economic development ad valorem tax exemption (tax abatement) program. Residents approved the use of this program via referendum in 2010. The County's tax abatement ordinance authorizes the BCC, at its sole discretion, to grant qualifying businesses an exemption from certain ad valorem taxes (property taxes) for a period of up to 10 years. Those taxes abated are associated with the General Fund, the Municipal Services Taxing Unit (MSTU), and the Emergency Services District Fund. No other taxes, such as School District taxes or taxes levied for the payment of bonds, are affected by tax abatement.~~

Indian River County/City of Vero Beach Enterprise AreaZone

Recently, development has occurred within older platted industrial areas and within relatively new industrial/business parks. As part of their Capital Improvement Programs, the County and City of Vero Beach should coordinate public infrastructure improvements within the Enterprise ~~ZoneArea~~ so that there is adequate access, water, and sewer to serve vacant developable commercial/industrial lots. The County and City should also continue to work together with the Indian River County Chamber of Commerce to market the Enterprise ~~Zone's-Area's benefits-local jobs grant bonus incentive and available sites~~ to prospective industries.

Florida's Research Coast Economic Development Coalition

Because the County is competing in an increasingly competitive global environment, it is important that the County participate in or otherwise establish regional partnerships with surrounding jurisdictions, schools, and organizations to work cooperatively toward common economic goals. Those regional partnerships are necessary because most industries do not look at jurisdictional boundaries when considering relocating or establishing a new facility. Instead, industries look at entire regions and the amenities that exist or will exist within those regions.

~~Even with the successful recruitment of Torrey Pines, the Mann Research Center, and VGTI, it is unclear at this time how much of an impact the Research Coast effort will have upon Indian River County. Generally, bio-tech/life science areas take years, sometimes decades, to fully develop. In the case of Florida's Research Coast, that development is in the infancy stage, with concentration on branding and name recognition rather than heavy recruitment. With the successful recruitment of Torrey Pines, the Mann Research center, and VGTI, however, other similar companies and spin-off companies may locate within the area.~~

~~To capitalize on this effort, Indian River County can position itself as a location for those businesses that support the life sciences industry. In so doing, the County may be in a position to recruit potential spinoff companies from the developing life science cluster in St. Lucie County. To do this, the County should ensure that development ready properties are available for companies that are recruited. In addition, the County should identify appropriate locations for new business/industrial parks, provide appropriate infrastructure for those industrial/business parks, and expedite project reviews for the industrial/business parks and proposed businesses within the industrial/business parks.~~

Summary

To improve the standard of living for residents, the County should continue to strengthen and diversify its employment base so that the local economy is not primarily reliant upon low paying service oriented industries. To do so, the County should maintain a multifaceted approach to economic development. This should include:

- Refining the County's existing targeted industry list to be consistent with the State's target industry list, which includes the aviation, aerospace, life sciences (biotech), and specialty health care industries;
- Providing infrastructure to accommodate a growing population base and to accommodate the needs of targeted industries;
- Facilitating the development of large lot industrial parks;
- Providing appropriately zoned land for development by target industries;
- Continuing regional cooperation as part of the "[Florida's Research Coast Economic Development Coalition Initiative](#)";
- Promoting the assets of the County to CEOs and CFOs of targeted industries;
- Recognizing the decline in the citrus industry and the need to identify new farm uses for export;
- Maintaining appropriate economic incentives for key manufacturing and target industries (financial incentives, expedited permitting, etc.);
- Marketing the County for tourism;
- Preserving environmental and cultural assets of the community; and
- Identifying and stopping any remaining service industry leakages.

OBJECTIVE 2: Diversified Economic Growth

Between 2010 and 20~~1520~~, Indian River County will increase the number of jobs in the county's new high wage target industries by 1,000.

Policy 2.1: The County shall focus its industrial/business/technology/research expansion efforts on attracting and expanding clean, small-scale light manufacturing and assembly industries and those industries identified in County target industry studies, as applicable.

Policy 2.2: The county shall encourage the expansion of existing industries and attraction of new industries that are within the target industries list (Policy 2.5) by offering the following county adopted economic development incentives and assistance:

- Local Jobs Grant Program;
- Traffic, Water, and Sewer Impact Fee Financing;
- Utility Deposit Waivers;
- Expedited permitting;
- Maintenance of sufficient infrastructure capacity (roads, water, sewer);
- Provision of Industrial Revenue Bonds;
- Provision of job training through Indian River State College;
- Provision of workforce training incentives from ~~the Workforce Development Board of the Treasure Coast (DBA Workforce Solutions) CareerSource Research Coast;~~
- Assistance with federal or state grant applications (such as Community Development Block Grants);
- State Qualified Target Industry Tax Refund Program; and
- ~~Tax Refunds and Tax Credits within the Enterprise Zone.~~

Policy 2.3: The county planning division shall track the number of jobs in target industries annually and provide a report to the EDC. The report shall include, but not be limited to, the total number of jobs by NAICS target industry category, the average wage by each NAICS target industry category, the percent and numeric change from the prior year for both the total jobs and their average annual wages. Annual data shall be provided for multiple years.

Policy 2.4: The Indian River County Chamber of Commerce and other economic development groups designated by the Board of County Commissioners shall provide assistance, as needed, to companies during the relocation process and report any actions taken to the Economic Development Council at their regular meetings.

Policy 2.5: The county, in coordination with the Indian River County Chamber of Commerce, shall establish a list of target industries and evaluate this list annually periodically in order to reflect the current economic needs of the county as well as the actual marketing results. The following Below,

is the list of the county's target industry clusters: For marketing purposes, the County, Indian River County Chamber of Commerce, and other economic development agencies representing the County may use their resources to market to a much smaller list based on the results of target industry studies, market research, and expert advice.

Clean Energy industry including but not limited to:

- Solar Energy
- Biomass Energy/Biofuels
- Fuel Cells and Hydrogen
- Ocean Energy

Life Sciences industry including but not limited to:

- Biotechnology
- Medical Device Manufacturing
- Pharmaceuticals
- Health Care

Information Technology industry including but not limited to:

- IT Products/Services
- Software Development
- Modeling/Simulation/Training
- Photonics/Lasers/Optics
- Microelectronics
- Telecommunications

Aviation/Aerospace industry including but not limited to:

- Aviation
- Avionics
- Flight Schools

Financial / Professional Services including but not limited to:

- Corporate/Regional Headquarters
- Research and Development

Manufacturing/Warehouse/Distribution

Emerging Technologies including but not limited to:

- Materials Science
- Nanotechnology
- Marine Science

Arts, Entertainment, Recreation including but not limited to:

- Sports Facilities
- Film Locations

Post Secondary Public and Private Educational Institutions

Other clean light industries that have average annual wages that support an innovation economy.

To be eligible for local economic incentives, an industry must meet the target industry criteria established by the state with a focus on those industries that export the majority of products and services outside of Indian River County (as opposed to strictly areas outside of Florida). Currently, the target industry criteria are listed in Section 288.106(1)(o), Florida Statutes.

Policy 2.6: The County shall provide for the issuance of Industrial Development Bonds for new industries.

Policy 2.7: The Economic Development Division of the Indian River County Chamber of Commerce and other economic development groups designated by the Board of County Commissioners shall assist in providing entrepreneurial and management expertise and a well-trained, skilled, and educated workforce to industries that are within the target industries list (Policy 2.5).

Policy 2.8: The County, in cooperation with the Vero Beach ~~Municipal~~Regional Airport, the Sebastian Municipal Airport, the Indian River County Chamber of Commerce and its Economic Development Division, shall actively market airport industrial lots and space and coordinate its marketing plans with the airport's marketing plans.

Policy 2.9: The County, through the Indian River County Chamber of Commerce and its Economic Development Division, shall identify and increase investments needed to enhance a competitive advantage.

Policy 2.10: The County, through the Indian River County Chamber of Commerce and its Economic Development Division, shall facilitate interactions between venture capitalists, lawyers, scientists, entrepreneurs, and financiers for new product development and new target industries within the county.

Policy 2.11: The County shall request Federal and State agencies to expedite permit processing for target industries and to eliminate duplication and streamline permit processing. This shall include submission of letters and e-mails and phone calls to appropriate Federal and State agencies requesting expedited permitting and follow-up communications with these agencies.

Policy 2.12: The County building division shall provide weekend inspection services at cost, based on employee availability and the commercial/industrial tenant's need.

Policy 2.13: The County shall ~~annually periodically~~ re-evaluate its economic development incentives by comparing its incentives with incentives offered by other jurisdictions.

Policy 2.14: The County shall periodically compare its impact fees ~~on an annual basis~~ to other counties in the state to determine if County impact fees are competitive for new commercial/industrial development.

Policy 2.15: The Indian River County Chamber of Commerce and other economic development groups designated by the Board of County Commissioners shall develop and provide a community information package for new employees and employers relocating to Indian River County.

Policy 2.16: The County, through its Local Housing Assistance Program, Low Income Housing Tax Credit Program, and other housing programs, shall continue to provide workforce housing in the county.

Policy 2.17: The County will initiate and support ~~a~~-voter referendums to establish and maintain an Indian River County economic development tax abatement program.

OBJECTIVE 3: Maintain Trained Labor Force

Through the plan time horizon, there will be sufficient post secondary (college and technical schools) training programs that meet the needs of the county's target industries.

Policy 3.1: The County, in conjunction with ~~the Workforce Development Board of the Treasure Coast (DBA Workforce Solutions) CareerSource Research Coast~~ and the Indian River County Chamber of Commerce, will survey target industries to determine if educational needs are being met (see policy 1.2).

Policy 3.2: The County shall contact four-year colleges, universities, and other training providers to determine the probability of a branch campus or research facility being established in Indian River County. In so doing, the County shall note that it has the ability to offset impact fees for target industries, including these institutions.

Policy 3.3: The County shall support the expansion of the local branch of Indian River State College (IRSC) by providing assistance during the permitting process.

Policy 3.4: The County, through the school district, shall continue to offer adult education classes and occupational training for county residents.

Policy 3.5: The County, through the Indian River County Chamber of Commerce and other Community Development Department

economic development groups, shall promote expansion of occupational education programs in the county by demonstrating to the educational institutions a definitive local demand for expanded programs.

Policy 3.6: The County, through the school district, charter schools, and private schools, shall focus on enhancing science, technology, engineering, and mathematics curriculum in K-12 schools.

OBJECTIVE 4: Facilitate Economic Development

| By 20~~15~~²⁵, the county and municipalities within the County shall have at least two additional established industrial/business/technology/research parks (for a total of 4 parks) with sufficient land and adequate infrastructure to accommodate new or expanding businesses. At least one of these parks should be developed for Biotech/research/technology industries.

| Policy 4.1: By 2010, tThe County shall ~~establish~~maintain an Indian River County Consortium for Life Science Research and Technology Advancement with appropriate local governments, employment agencies, institutions of higher education and other applicable entities, whose mission shall be to:

1. Promote and support the growth of existing key and emerging economic sectors; and
2. Provide legislative and governmental policies to support economic development; and
3. Make available physical infrastructure to support development, manufacturing, and commercialization of products; and
4. Provide and support emerging technologies; and
5. Leverage the county's current K-12 schools with a focus on enhancing the Science, Technology, Engineering, and Mathematics related foundation for education; and
6. Create a profusion of higher education opportunities within the targeted sectors to enhance our competitive opportunities; and
7. Provide entrepreneurial, management expertise, a well trained, skilled, educated workforce; and
8. Foster a synergy and interaction of venture capital, legal, scientists, entrepreneurs, and financers to create product development; and
9. Identify and increase investments needed to enhance a competitive advantage; and
10. Provide the awareness, advocacy, and expressed will of stakeholders to support economic development.

Policy 4.2: The County, through its Professional Services Advisory Committee, shall review and evaluate the county's land development regulations on an annual basis. Any regulations that might impede economic development will be considered and evaluated by the Professional Services Advisory Committee for possible revision.

Policy 4.32: The County shall maintain its policies, regulations, information, and application forms on the county website.

Policy 4.43: The County shall continue to maintain its database of capacity and demand information for all concurrency related services and facilities. The county will use this database to program capital improvements to ensure that all services and facilities have adequate capacity to accommodate projected growth and development.

Policy 4.54: The County, through its Planned Development process and PD zoning, shall allow industrial/business/technology/research park developers and the county to designate the type of uses appropriate for applicable new industrial/business/technology/research parks.

Policy 4.65: Through the time horizon of the plan, the county shall designate sufficient land on its Comprehensive Plan Future Land Use Map for future commercial/industrial uses and shall provide infrastructure (potable water and roads, and to the extent feasible sanitary sewer) for these lands to facilitate development of industrial/business/technology/research parks within the county.

Policy 4.76: The County shall assist private industrial/business/technology/research park developers to establish industrial/business/research/technology parks at the SR 60/I-95, CR 512/I-95, and Oslo Road/74th Ave. commercial/industrial nodes, and at other appropriate locations within the county. Assistance will include providing pre-application meetings to determine needs and requirements of potential industrial/business/technology/research park developers, expediting the permitting process, assisting with appropriate grant applications, and providing information pertaining to available incentives.

Policy 4.87: The County shall, as needed or as part of the Evaluation and Appraisal Report, re-evaluate the size and location of its commercial/industrial nodes. The Commercial/Industrial Data Source document shall be posted on the County's website. This document consists of planning, zoning, and land use information helpful to businesses desiring to relocate.

Policy 4.98: The County shall be pro-active in assisting commercial and industrial developers through pre-application meetings and Technical Review Committee meetings, by reviewing procedures, identifying needed permits, and providing information and providing feedback to applicants to expedite the permitting process. The county shall also assist applicants by providing information on non-county required permits or reviews and provide contact information.

OBJECTIVE 5: Intergovernmental Coordination

By 2011, there will be an adopted Interlocal agreement between the County and the municipalities that provides for coordinated economic development funding and economic development activities.

Comprehensive Plan**Economic Development Element**

6.4	Maintain and/or improve county characteristics	PD	Ongoing	No
7.1	Provide speakers to educate private citizens regarding economic development	EDD/PD	Ongoing	No
7.2	Maintain and increase funding for economic development	EDD	Ongoing	No
BCC = Board of County Commissioners CVB = City of Vero Beach EDD = Economic Development Division of Chamber of Commerce IRCC = Indian River Community College OMB = Budget Office TDD = Tourism Division of Chamber of Commerce		COC = Indian River County Chamber of Commerce EDC = Economic Development Council PD = County Planning Department PUD = Purchasing Division		

As designated by the Indian River County Board of County Commissioners, the Economic Development Division (EDD) of the Indian River County Chamber of Commerce functions as the official economic development agency for the county and is recognized as such by Enterprise Florida, Inc. (EFI) the state's economic development agency. Therefore, marketing activities identified in the Economic Development Element are the responsibility of the EDD. The EDD has developed promotional materials designed to attract prospective companies that are relocating or expanding operations and maintains a strong business retention program.

~~Recently, the EDD has focused. The EDD continues to focus~~ its efforts on developing stronger relationships with site location consultants. Site location consultants represent firms that are actively searching for new locations to accommodate an expansion or relocation of their operations. These professionals also provide valuable insight into the site selection process and can offer communities advice on promoting an area for business attraction. ~~A familiarization tour was recently conducted inviting Familiarization tours, or FAM tours, are conducted, where the EDD invites~~ a group of consultants to visit Indian River County to see the benefits our area offers their prospective clients.

~~Prior to a company executive or the site location consultant scheduling a site visit to Indian River County, the EDD submits a detailed proposal to the company or consultant outlining the properties or buildings that may meet their project needs, along with other attributes that could benefit the prospective company's operations.~~ During the site visit, the EDD meets with the prospective company or its representative to determine which sites in Indian River County ~~that were previously suggested~~ are most suitable and to discuss incentive programs that could be available to the company. EDD walks the prospective company through the local site location process and facilitates the incentive application process once eligibility is determined. The company's due diligence process in evaluating all sites under consideration often takes months.

EDD has assisted ~~several numerous~~ local businesses in securing incentives and training grants which enabled them to expand their local operations thus creating jobs for local residents. The EDD has developed material, such as the promotional thumb drive, ~~the Enterprise Zone brochure, and revised incentives brochure promotional videos~~, and revamped its website, offering information needed to assist businesses in making their relocation and expansion decisions.

DRAFT 4-7-16



**NOTE: EDITS ARE
ON PAGES 46-49**

Indian River County 2030 Comprehensive Plan

Chapter 10 Recreation and Open Space Element

Indian River County Community Development Department

Adopted: October 12, 2010

Supplement #____; Adopted _____, 2016, Ordinance 2016-_____

GOAL, OBJECTIVES AND POLICIES

As with all elements of the comprehensive plan, goals, objectives and policies are the basis of the Recreation Open Space Element. Not only do they establish the county's direction for recreation and open space; but goals, objectives and policies also set community expectations for recreation and open space and courses of action which the county will pursue to meet those expectations.

GOAL: It is the goal of Indian River County to provide a recreation and open space system which meets the needs of all residents of the county, is accessible to all residents of the county, and maximizes the county's physical, cultural and historical resources.

OBJECTIVE 1: Adequate Parklands and Recreation Facilities

Through 2030, adopted recreation levels-of-service will be maintained to ensure that adequate parklands and recreation facilities are available and accessible for public use.

POLICY 1.1: The county hereby adopts a recreation level-of-service standard of 6.61 recreation acres per 1,000 permanent population plus weighted seasonal population

POLICY 1.2: For level-of service purposes, the county shall measure parkland acres per 1000 population by summing the total county owned park acreage and dividing by the current estimate of unincorporated county permanent population, plus weighted seasonal population.

POLICY 1.3: The county shall maintain its concurrency management system, which allows proposed developments only if there is sufficient parkland to serve the proposed development.

POLICY 1.4: The county hereby adopts the facility standards identified in Table 10.1 as guidelines to be used in developing parklands.

POLICY 1.5: By 201518, the county shall complete a needs analysis of its recreation services. This analysis will include an assessment of the type of parks and facilities needed in Indian River County, the quantity of facilities needed, the location where those facilities are needed, the current use of facilities, and a comparison of county needs to national standards for recreation services, and unique local conditions relevant to recreation services.

POLICY 1.6: By 20158, the Recreation Department shall evaluate the existing user fee structure and include full cost recovery for adult programs.

POLICY 1.7: By 20167, the Recreation Department shall revise its fee structure for county recreational programs and reservation of county park facilities to include a surcharge for out of county residents.

POLICY 1.8: By 201~~28~~, the Recreation Department shall evaluate the current per capita expenditure in the north and south areas (with S.R. 60 as a dividing line) and utilize the collected data to guide placement of needed park facilities in each area.

POLICY 1.9: By 201~~58~~, the Recreation Department shall evaluate new funding options, including privatization and partnerships.

POLICY 1.10: By 201~~57~~, the Recreation Department shall evaluate new revenue opportunities such as facility naming rights, beach and park concessions, and others.

POLICY 1.11: By 201~~68~~, the Recreation Department shall evaluate the feasibility of creating a foundation to develop and receive donations for parks capital and infrastructure needs.

POLICY 1.12: The county shall continue to charge park and recreation impact fees to fund a portion of the park system's capital budget needs.

POLICY 1.13: The Recreation Department shall continue to apply user fees for those facilities and programs where the benefit is quantifiable and where the fee can be effectively implemented.

POLICY 1.14: The county shall, as part of its user fee program, develop a method to subsidize recreation user fees for low income residents so that there will be minimal effects of user fees on participation at sites or programs.

POLICY 1.15: The county shall identify state and federal recreation grant programs. When applicable, the county shall apply for available grant funds, for recreation facility or program funding.

POLICY 1.16: The county shall maintain land development regulations that require certain planned residential development projects to provide recreation areas and facilities that meet the county's recreation level-of-service standards.

OBJECTIVE 2: Parklands in the South District

By 2020, the county will have 461 acres of parkland south of S.R. 60.

POLICY 2.1: By 201~~58~~, the county will, based on funding availability, complete remaining improvements identified in the South County Regional Park Master Plan.

POLICY 2.2: The county shall, based on funding availability, include active recreation facilities such as baseball fields, basketball courts, tennis courts, jogging trails, swimming pools and others in its future south county parks if those facilities are consistent with the 2012 updated south county regional park master plan.

POLICY 2.3: The county shall give parkland acquisition priority to the area south of SR 60, west of 43rd Avenue.

OBJECTIVE 3: Parkland Development

By 2020, the county will have developed at least 65 percent of its currently undeveloped existing park acreage.

POLICY 3.1: By 2020, the county shall complete phase II of the Treasure Shores Park.

| **POLICY 3.2:** By 201~~58~~, the county shall develop a new master plan for the fairgrounds, indicating needed facilities and necessary structures.

| **POLICY 3.3:** The county shall add facilities to existing parks having undeveloped area. Some parkland will remain undeveloped for a variety of reasons, including environmental, regulatory, and aesthetics.

| **POLICY 3.4:** By 201~~58~~, the Recreation Department shall update the North County Regional Park and the South County Regional Park Master Plans.

OBJECTIVE 4: Access to Parklands and Recreation Facilities

Throughout the time horizon of the plan, all new parks and recreational facilities will be located near population centers and will be handicap accessible.

POLICY 4.1: The county shall continue to design all new parks and recreational facilities to provide barrier-free access.

POLICY 4.2: The county shall locate new park facilities in close proximity to the population to be served based upon service radius for different park types.

POLICY 4.3: The county shall provide vehicular, pedestrian, and bicycle access consistent with the Bikeway/Sidewalk Development Plan to all county owned parks in conjunction with park development.

OBJECTIVE 5: Access to Natural Resources

Through the time horizon of the plan, the current 57 access points to the county's major water resources, including the Atlantic Ocean, Indian River Lagoon, St. Sebastian River, and freshwater lakes, will be maintained.

POLICY 5.1: The county shall use beachfront and riverfront lands that have been acquired through the county's Environmental Lands Acquisition Program for public access to the county's major natural water resources.

POLICY 5.2 : The county hereby designates the Indian River Lagoon, the St. Sebastian River, and associated coastal resources as a greenway (a.k.a. "blueway") and waterway trail system. Consistent with Policy 8.1 of the Coastal Management Element, Indian River County will participate in the Indian River Lagoon "Blueway" Florida Forever (f.k.a. "Conservation and Recreation Lands") project to acquire and provide passive recreational access to coastal resources bordering the Indian River Lagoon by providing local funding assistance, and by providing "in-kind" services, such as identifying environmentally-sensitive parcels.

OBJECTIVE 6: Recreation Programs

Through the time horizon of the plan, at least 142 recreation programs per year will be provided.

POLICY 6.1: The county shall provide supervised recreation activities at all appropriate park sites.

POLICY 6.2: The county may allow private leisure and recreation groups to use park areas for recreation programs and activities provided that the following conditions are met:

- The area of the park to be used must not currently be in use by the general public or designated for future use on the park master plan;
- A lease specifying duration of use, characteristics of use, insurance requirements, and other applicable conditions must be executed by the Board of County Commissioners;
- A site plan or temporary use permit must be approved by the planning department;
- Any improvements made to the leased site must be done and paid for by the lessee with the improvements conveying to the county when the lease expires.

POLICY 6.3: By 20148, the Recreation Department shall conduct a survey to determine the demand for existing recreational programs and to prioritize demand for new programs.

POLICY 6.4: The Recreation Department shall annually identify CORE recreation programs, and services as part of its annual budget request.

POLICY 6.5: By 20158, the Recreation Department shall establish an automated recreational program system which allows users to reserve park facilities or to sign up for recreation programs online.

10B1

**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(10)(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:

ADDRESS:

PHONE:

SUBJECT MATTER FOR DISCUSSION:

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?

N/A

ARE PUBLIC FUNDS OR ACTIVITIES REQUIRED?

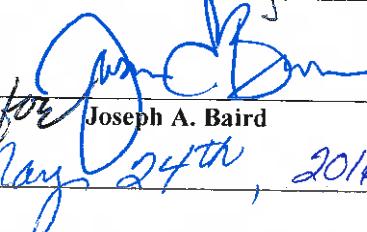
YES NO

WHAT FUNDS OR ACTIVITIES ARE
REQUIRED TO MEET THIS REQUEST?

N/A

Transmitted to Administrator Via:
 Interactive Web Form
 E-Mail
 Fax
 Mail
 Hand Delivered
 Phone

COUNTY ADMINISTRATOR:


for Joseph A. Baird
May 24th, 2016

MEETING DATE:

**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: Louis Schact

ADDRESS: 1915 34th Avenue **PHONE:** 772-559-3978

SUBJECT MATTER FOR DISCUSSION: St. Francis Manor Lease Options

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?

Consideration of modifying lease boundaries.

ARE PUBLIC FUNDS OR ACTIVITIES REQUIRED? Yes No

WHAT FUNDS OR ACTIVITIES ARE REQUIRED TO MEET THIS REQUEST? N/A

Digitized by srujanika@gmail.com

Transmitted to Administrator Via:
 Interactive Web Form
 E-Mail
 Fax
 Mail
 Hand Delivered
 Phone

COUNTY ADMINISTRATOR: John Doe

MEETING DATE: May 24 2016

INDIAN RIVER COUNTY, FLORIDA
INTER - OFFICE MEMORANDUM

TO: Joseph A. Baird
 County Administrator

DEPARTMENT HEAD CONCURRENCE:

Stan Boling
 Stan Boling, AICP
 Community Development Director

FROM: Roland M. DeBlois, AICP *RMD*
 Chief, Environmental Planning
 & Code Enforcement

DATE: May 16, 2016

RE: Board Consideration of a Proposed Non-exclusive License Agreement with Friends of the Morningside Drive Dock, Inc. to Use and Maintain a Dock on County-owned Land off South Jungle Trail

It is requested that the Board of County Commissioners formally consider the following information at its regular meeting of May 24, 2016.

DESCRIPTION AND CONDITIONS

At the Board of County Commissioners' February 16, 2016 meeting, staff requested direction from the Board concerning an unpermitted dock on county-owned land west of Morningside Drive on south Jungle Trail. The issue was whether or not the County should remove the unauthorized dock or allow the dock to remain, subject to after-the-fact permitting, for limited community use or for general public use. After discussion, with input from residents of Morningside Drive (Riverside Estates), the Board voted to table the matter for 90 days and directed staff to explore what would be entailed to allow the dock to remain as a community dock or for non-exclusive use by the general public (see minutes, Attachment 1 to this report).

Since the February 16 meeting, the newly renovated Jones's Pier dock +250 feet north of Morningside Drive has been opened to the public. Staff has also met with Riverside Estates residents advocating allowance of the Morningside dock for community use, and with their attorney, Bruce Barkett. Over the past 90 days, Riverside Estates residents in favor of community use of the Morningside dock have:

- Created a formal non-profit corporation (Friends of the Morningside Drive Dock, Inc.);
- Submitted a boundary survey with the location of dock structures, showing compliance with applicable setbacks (see Attachment 2);
- Met on-site with the County Building Official to assess building code compliance issues;

- Submitted a proposed list of “dock rules” (see Attachment 3); and
- Submitted a proposed non-exclusive license agreement (see Attachment 4).

This matter is now being presented for the Board to consider approving the proposed non-exclusive license agreement submitted by Friends of the Morningside Drive Dock, Inc. to allow the group to “construct, maintain, and insure” the dock for use by group members, without excluding use by the general public.

ANALYSIS

As reported by staff at the February 16 meeting, if the Board is to allow the dock to remain as a community dock for use by Riverside Estates residents, the following items will need to be addressed.

- County approval of a lease/license agreement with a community entity (i.e., Friends of the Morningside Drive Dock, Inc.).
- Managing access and use: the community entity would be responsible for managing the small-scale facility for subdivision-wide demands.
- Liability insurance: a certificate of insurance would be required from the leasing entity, naming Indian River County as an insured under the certificate.
- After-the-fact permitting and responsibility for permitting: the currently unpermitted structures would need to be modified and brought into compliance with the Florida Building Code. The established entity would be responsible for managing, designing, permitting, and completing required structural modifications.

It was also expressed at the February 16 meeting that, if the Board opted to approve a license agreement for community use of the dock, that use should be “non-exclusive” such that a member of the general public would not be excluded from accessing the dock.

Proposed License Agreement

To address the issues discussed at the February 16 meeting (summarized above), the proposed license agreement with Friends of the Morningside Drive Dock, Inc. (“Licensee”) contains the following provisions:

- Dock is for use by Licensee members, but not excluding the general public.
- Indian River County named as insured on Licensee’s \$300,000 liability insurance policy.
- Licensee agrees to correct any maintenance deficiencies that may be found under an annual County inspection.
- Agreement shall terminate upon disincorporation of Licensee, or upon Licensee’s failure to correct any violation of license conditions within a specified timeframe.

Friends of the Morningside Drive Dock, Inc. has also submitted proposed “dock rules” that group members would abide by. Although the rules are not specifically referenced in the proposed license agreement, the rules have been provided as an indication of group-imposed allowances and restrictions applicable to group members.

Staff's position is that the proposed license agreement adequately addresses the Board's concerns raised at the February 16, 2016 meeting, in that the agreement puts responsibility on the Friends of the Dock group to maintain the dock while not excluding the general public.

Before the dock is approved for community use, however, the dock needs to be properly permitted and approved by all applicable jurisdictional agencies, including administrative approval from the County Planning Division, and brought into compliance with building code requirements. For that reason, if the agreement is to be approved by the Board, the license agreement should not be executed by the County until the dock is properly permitted and brought up to code (by Friends of the Dock), and passes final inspection conducted by the building division.

FUNDING

Under the proposed license agreement, cost for repair and permitting of the dock would be borne by Friends of the Morningside Drive Dock, Inc. and not by the County. As such, no county costs are associated with this proposal.

RECOMMENDATION

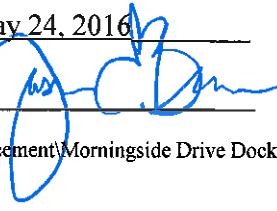
Staff recommends that the Board of County Commissioners approve the attached License Agreement with Friends of the Morningside Side Drive Dock, Inc., to be executed by the Board Chairman only after the dock is properly permitted and brought up to code by Friends of the Dock, and passes final inspection conducted by the building division.

ATTACHMENTS

1. BCC 2/16/16 minutes
2. Boundary survey of dock
3. Submitted list of "Dock Rules"
4. Proposed non-exclusive license agreement.

APPROVED:

FOR: May 24, 2016

BY: 

I.R.County	Approved	Date
Admin.		5/18/16
Legal		5/17/16
Budget		5/17/16
Dept.		5/17/16
Risk Mgr.		BMartin 05-18-16

M:\Code Enforcement\Morningside Drive Dock\Morningside Drive dock BCC staff rpt 5-24-16.doc

B. PUBLIC DISCUSSION ITEMS

(As a general rule, public discussion items should be limited to matters on which the commission may take action.)

1. Request to Speak from Gifford Economic Development Council
Regarding Historic Society Proclamation
Deleted

61

C. PUBLIC NOTICE ITEMS

10:15
a.m.

1. **Notice of Scheduled Public Hearing for March 1, 2016**

To Consider Amending Section 1100.04 of the Code to Remove References to the Enterprise Zone

(Legislative)

(memorandum dated February 9, 2016)

62

County Attorney Dylan Reingold read the notice into the record.

11. COUNTY ADMINISTRATOR MATTERS

None

12. DEPARTMENTAL MATTERS

10:16
a.m.

A. Community Development

- 1. Board Consideration of an Unauthorized Dock on County-Owned Shoreline Property West of Morningside Drive on South Jungle Trail

(memorandum dated February 8, 2016)

63-73

Community Development Director Stan Boling presented a brief history of a small dock located in the Riverside Estates Subdivision (Riverside), south of the Jones's Pier Conservation Area and west of Morningside Drive. He reported that the dock was constructed on County property without permits or approval, but has historically been used by the Riverside residents.

Environmental Planning and Code Enforcement Chief Roland DeBlois, through a PowerPoint Presentation, provided further details, and presented three options for the Board to consider with regards to the dock:

- (1) Removal
- (2) Retention (after permitting and modifications) for exclusive use of the Riverside community
- (3) Retention for the General Public (after permitting and modifications, including rebuilding to meet American

Disability Act [ADA] standards)

Chief DeBlois thereafter presented staff's recommendation for removal of the dock.

Director Boling noted that a building professional would need to visit the site in order to determine the requirements for upgrading the dock to code.

The following speakers urged the Board to leave the dock in place:

- **Andy Mustapick, 1026 Morningside Drive**
- **Garrett M. Donlin, 1010 Morningside Drive, representing Friends of the Dock**
- **Ryan Padnook, 1055 Morningside Drive**
- **Bruce Barkett, Esquire, 756 Beachland Blvd., who mentioned a legal precedent from 2010, where County-owned right-of-way was released to the Wauregan Boat Club in Roseland**
- **Susan Hazard-Ramato, 1075 Morningside Drive, who also spoke on behalf of two neighbors**

The following speaker voiced opposition to leaving the dock in place:

- **Jay Hauth, 7750 Jungle Trail, presented a slide show and read a letter of opposition from Ray Browning, 1040 Morningside Drive.**

MOTION WAS MADE by Vice Chairman Flescher, **SECONDED** by Commissioner Zore, to TABLE this item for 90 days, and direct staff to explore what would be entailed in allowing the dock to remain for public access.

Chairman Solari introduced into the record an email from Carolyn Stutt, the Mangrove Garden Foundation, who was opposed to retaining the dock.

Commissioner O'Bryan advocated giving the Friends of the Dock 90 days to form a Homeowner's Association (HOA) or other legal entity, with which the County could negotiate a lease for rental of the property.

Chairman Solari stated that he would oppose the Motion because the County already has an abundance of conservation lands that are not being maintained properly.

Further discussion ensued among the Board as Chairman Solari sought and received clarification on the Motion.

MOTION WAS AMENDED by Vice Chairman Flescher, **SECONDED** by Commissioner Zorc, to **TABLE** this item for 90 days, and direct staff to explore what would be entailed in allowing the dock to remain as: (1) a community dock for Riverside Estates residents; or (2) for non-exclusive use by the general public.

Chairman Solari advised the Riverside Estates residents that the Board would expect them to form an HOA (or other legal entity) within 90 days.

The Chairman **CALLED THE QUESTION** and by a 3-2 vote (Commissioners O'Bryan and Solari opposed), the Amended Motion carried.

Commissioner O'Bryan voiced his support for community use of the dock.

A brief discussion ensued regarding the time frame for the dock at the Jones's Pier Conservation Area to be reopened to public access.

The Board **CONSENSUS** was to direct staff to have the repairs at Jones's Pier completed as soon as possible.

The Chairman called a recess at 11:40 a.m., and reconvened the meeting at 11:57 a.m., with all members present.

B. **Emergency Services**

None

C. **General Services**

None

1. **Human Services**

None

2. **Sandridge Golf Club**

None

3. **Recreation**



ATTACHMENT 2

DAVID M. JONES
PROFESSIONAL SURVEYOR & MAPPER
(772) 562-9875 2265 CORTEZ AVENUE
(772) 567-9172 FAX VERO BEACH, FL 32960

BOUNDARY SURVEY
PREPARED FOR & CERTIFIED TO
MR. GARY DONLAN

DATE	3-15-16
SCALE	1 - 10'
NO. NO.	2016-020
SHEET	1

FRIENDS OF MORNINGSIDE DOCK, INC.

DOCK RULES

1. No boat may be moored or docked permanently or for more than 72 hours or 3 consecutive nights at any time.
2. Boats must be maintained in safe and seaworthy condition.
3. When using the mooring facilities, boats must be moored properly, with adequate lines, and be properly fendered so as to protect the dock and adjacent boat(s).
4. Users shall ensure that their boat is pumped free of water and is not in danger of sinking.
5. Users shall ensure that no sewage, oil, gas, refuse or other debris is disposed of at the dock or in the surrounding water.
6. No one is allowed to stay overnight in their boat while at the dock.
7. Boats shall be maintained in a neat and orderly appearance.
8. Docks may not be obstructed by boat covers, storage boxes, loose gear, or other materials.
9. The kayak and canoe racks and the boat slips are reserved for members of Friends of the Morningside Dock, Inc.
10. Use of the facilities is not limited to members of Friends of the Morningside Dock, Inc.
11. The user is responsible for the conduct of its guests. All persons using the facilities must conform to reasonable standards of conduct and behavior, in order that all may enjoy the facilities. The facilities are family oriented and as such, appropriate attire and behavior is required.
12. No person may engage in any type of commercial activity on the property or docks. Commercial activity includes, but is not limited to, selling or demonstrating for sale boats or other property, performing repairs or services for which a fee is charged, carrying passengers for hire, or any other kind of business or trade which is consistent with the private pleasure warranty of standard marine insurance policy.
13. No fuel storage is allowed.

ATTACHMENT 3

LICENSE AGREEMENT

This agreement made and entered into this _____ day of _____, 2016 by and between **INDIAN RIVER COUNTY**, a political subdivision of the State of Florida, whose mailing address is 1801 27th Street, Vero Beach, Florida 32960, hereinafter referred to as "**County**" and **FRIENDS OF THE MORNINGSIDE DRIVE DOCK, INC.**, whose mailing address is 1010 Morningside Drive, Vero Beach, Florida 32963, hereinafter "**Licensee**".

WITNESSETH:

That, in consideration of the following covenants and agreements, the parties hereto state as follows:

1. Indian River County is the presumptive holder of riparian rights to Indian River Lagoon lying westerly of Morningside Drive and Jungle Trail by virtue of the Road Right-of-Way Deed to Indian River County recorded in O. R. Book 309, Page 179, Public Records of Indian River County, Florida, a copy of which is attached hereto and made a part hereof ("Right-of-Way Property").
2. **Licensee** is a non-profit corporation organized by residents of Morningside Drive to construct, maintain, and insure a common dock facility for the personal use of members of the **Licensee**, without excluding cooperating members of the general public.
3. **Licensee** has sought permission to utilize the riparian land immediately west of Jungle Trail and the Right-of-Way Property for the construction of a common dock facility as described above. By seeking such permission, **Licensee** does not waive or concede any riparian rights it might possess.

ATTACHMENT

4

4. **County** agrees to allow **Licensee** to utilize said dock as a common small-scale canoe/kayak dock facility with no more than two motorized vessel moorings for personal recreational use for **Licensee** and its members and guests, but not excluding the general public. This right shall not be assignable, nor shall **Licensee** rent the dock to third parties;

5. **Licensee** agrees to pay County \$10.00 plus applicable sales tax commencing on _____, 2016 and each year thereafter for the right of **Licensee** and its members and guests to utilize said dock for the purposes stated herein;

6. **Licensee** agrees to hold **County** harmless from any damages arising out of the use of **County** riparian land for the purposes of accessing the Lagoon by any member of **Licensee's** or occupants' families or their guests. This indemnification shall be by means of an insurance policy naming Indian River County as an additional insured in the amount of \$300,000.00 liability insurance;

7. **Licensee** agrees that no boat maintained at said dock be permitted to be moored or docked for more than 72 hours or 3 consecutive nights at any time.

8. **Licensee** agrees that the County may make annual inspections of the dock facility licensed. **Licensee** further agrees to correct any maintenance deficiencies which could have an adverse impact on health or safety within thirty (30) days of notification of any such deficiencies identified by an annual inspection;

9. The parties agree that this license agreement shall terminate upon disincorporation of the **Licensee**, at which time any dock improvements under this license shall become the property of **County**, unless a successor corporation or other entity approved by the **County** enters into a license agreement for the usage of the dock facility containing covenants and agreements similar to this license agreement within ninety (90) days of disincorporation of **Licensee**.

10. This license agreement may also be terminated by **County** if condition 4 or covenants 5, 6, 7 or 8 above are violated and not corrected within the time specified (in covenant 8) or within a reasonable time (covenants 5, 6, and 7). **Licensee** may terminate this agreement upon sixty (60) days' written notice to Indian River County. Any event of termination shall cause any and all dock improvements to become the property of Indian River County;

11. This license agreement shall be recorded in the Public Records of Indian River County, Florida.

IN WITNESS WHEREOF, **County** and **Licensee** have caused this agreement to be signed in their respective names.

Attest: Jeffrey R. Smith, Clerk
of Court and Comptroller

By: _____

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

By: _____
Bob Solari, Chairman

BCC Approved: _____

Witness: _____
printed name: _____

**FRIENDS OF THE MORNINGSIDE
DOCK, INC.**

Witness: _____
printed name: _____

By: _____
Garrett M. Donlin, President

Approved as to form and legal
sufficiency:



William K. DeBraal
Deputy County Attorney

Approved:

Joseph A. Baird
County Administrator

May 24, 2016
ITEM 14.E.1

**INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS**

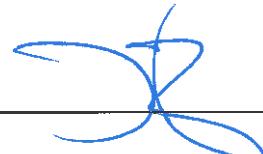
INTER-OFFICE MEMORANDUM

TO: Members of the Board of County Commissioners

DATE: May 16, 2016

SUBJECT: Private-Public Partnerships

FROM: Tim Zorc
Commissioner, District 3



Discussion Item:

Request to discuss Florida Statute 287.05712 Private-Public Partnerships and how they could benefit Indian River County.

Select Year:

The 2015 Florida Statutes

Title XIX
PUBLIC
BUSINESS

Chapter 287
PROCUREMENT OF PERSONAL PROPERTY AND
SERVICES

View Entire
Chapter

287.05712 Public-private partnerships.—

(1) DEFINITIONS.—As used in this section, the term:

(a) “Affected local jurisdiction” means a county, municipality, or special district in which all or a portion of a qualifying project is located.

(b) “Develop” means to plan, design, finance, lease, acquire, install, construct, or expand.

(c) “Fees” means charges imposed by the private entity of a qualifying project for use of all or a portion of such qualifying project pursuant to a comprehensive agreement.

(d) “Lease payment” means any form of payment, including a land lease, by a public entity to the private entity of a qualifying project for the use of the project.

(e) “Material default” means a nonperformance of its duties by the private entity of a qualifying project which jeopardizes adequate service to the public from the project.

(f) “Operate” means to finance, maintain, improve, equip, modify, or repair.

(g) “Private entity” means any natural person, corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, nonprofit entity, or other private business entity.

(h) “Proposal” means a plan for a qualifying project with detail beyond a conceptual level for which terms such as fixing costs, payment schedules, financing, deliverables, and project schedule are defined.

(i) “Qualifying project” means:

1. A facility or project that serves a public purpose, including, but not limited to, any ferry or mass transit facility, vehicle parking facility, airport or seaport facility, rail facility or project, fuel supply facility, oil or gas pipeline, medical or nursing care facility, recreational facility, sporting or cultural facility, or educational facility or other building or facility that is used or will be used by a public educational institution, or any other public facility or infrastructure that is used or will be used by the public at large or in support of an accepted public purpose or activity;

2. An improvement, including equipment, of a building that will be principally used by a public entity or the public at large or that supports a service delivery system in the public sector;

3. A water, wastewater, or surface water management facility or other related infrastructure; or

4. Notwithstanding any provision of this section, for projects that involve a facility owned or operated by the governing board of a county, district, or municipal hospital or health care system, or projects that involve a facility owned or operated by a municipal electric utility, only those projects that the governing board designates as qualifying projects pursuant to this section.

(j) "Responsible public entity" means a county, municipality, school board, or any other political subdivision of the state; a public body corporate and politic; or a regional entity that serves a public purpose and is authorized to develop or operate a qualifying project.

(k) "Revenues" means the income, earnings, user fees, lease payments, or other service payments relating to the development or operation of a qualifying project, including, but not limited to, money received as grants or otherwise from the Federal Government, a public entity, or an agency or instrumentality thereof in aid of the qualifying project.

(l) "Service contract" means a contract between a public entity and the private entity which defines the terms of the services to be provided with respect to a qualifying project.

(2) LEGISLATIVE FINDINGS AND INTENT.—The Legislature finds that there is a public need for the construction or upgrade of facilities that are used predominantly for public purposes and that it is in the public's interest to provide for the construction or upgrade of such facilities.

(a) The Legislature also finds that:

1. There is a public need for timely and cost-effective acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, operation, implementation, or installation of projects serving a public purpose, including educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities within the state which serve a public need and purpose, and that such public need may not be wholly satisfied by existing procurement methods.

2. There are inadequate resources to develop new educational facilities, transportation facilities, water or wastewater management facilities and infrastructure, technology infrastructure, roads, highways, bridges, and other public infrastructure and government facilities for the benefit of residents of this state, and that a public-private partnership has demonstrated that it can meet the needs by improving the schedule for delivery, lowering the cost, and providing other benefits to the public.

3. There may be state and federal tax incentives that promote partnerships between public and private entities to develop and operate qualifying projects.

4. A procurement under this section serves the public purpose of this section if such procurement facilitates the timely development or operation of a qualifying project.

(b) It is the intent of the Legislature to encourage investment in the state by private entities; to facilitate various bond financing mechanisms, private capital, and other funding sources for the development and operation of qualifying projects, including expansion and acceleration of such financing to meet the public need; and to provide the greatest possible flexibility to public and private entities contracting for the provision of public services.

(3) PUBLIC-PRIVATE PARTNERSHIP GUIDELINES TASK FORCE.—

(a) There is created the Partnership for Public Facilities and Infrastructure Act Guidelines Task Force for the purpose of recommending guidelines for the Legislature to consider for purposes of creating a uniform process for establishing public-private partnerships, including the types of factors responsible public entities should review and consider when processing requests for public-private partnership projects pursuant to this section.

(b) The task force shall be composed of seven members, as follows:

1. The Secretary of Management Services or his or her designee, who shall serve as chair of the task force.

2. Six members appointed by the Governor, as follows:

a. One county government official.

- b. One municipal government official.
- c. One district school board member.
- d. Three representatives of the business community.

(c) Task force members must be appointed by July 31, 2013. By August 31, 2013, the task force shall meet to establish procedures for the conduct of its business and to elect a vice chair. The task force shall meet at the call of the chair. A majority of the members of the task force constitutes a quorum, and a quorum is necessary for the purpose of voting on any action or recommendation of the task force. All meetings shall be held in Tallahassee, unless otherwise decided by the task force, and then no more than two such meetings may be held in other locations for the purpose of taking public testimony. Administrative and technical support shall be provided by the department. Task force members shall serve without compensation and are not entitled to reimbursement for per diem or travel expenses.

(d) In reviewing public-private partnerships and developing recommendations, the task force must consider:

1. Opportunities for competition through public notice and the availability of representatives of the responsible public entity to meet with private entities considering a proposal.

2. Reasonable criteria for choosing among competing proposals.

3. Suggested timelines for selecting proposals and negotiating an interim or comprehensive agreement.

4. If an accelerated selection and review and documentation timelines should be considered for proposals involving a qualifying project that the responsible public entity deems a priority.

5. Procedures for financial review and analysis which, at a minimum, include a cost-benefit analysis, an assessment of opportunity cost, and consideration of the results of all studies and analyses related to the proposed qualifying project.

6. The adequacy of the information released when seeking competing proposals and providing for the enhancement of that information, if deemed necessary, to encourage competition.

7. Current exemptions from public records and public meetings requirements, if any changes to those exemptions are necessary, or if any new exemptions should be created in order to maintain the confidentiality of financial and proprietary information received as part of an unsolicited proposal.

8. Recommendations regarding the authority of the responsible public entity to engage the services of qualified professionals, which may include a Florida-registered professional or a certified public accountant, not otherwise employed by the responsible public entity, to provide an independent analysis regarding the specifics, advantages, disadvantages, and long-term and short-term costs of a request by a private entity for approval of a qualifying project, unless the governing body of the public entity determines that such analysis should be performed by employees of the public entity.

(e) The task force must submit a final report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by July 1, 2014.

(f) The task force is terminated December 31, 2014. The establishment of guidelines pursuant to this section or the adoption of such guidelines by a responsible public entity is not required for such entity to request or receive proposals for a qualifying project or to enter into a comprehensive agreement for a qualifying project. A responsible public entity may adopt guidelines so long as such guidelines are not inconsistent with this section.

(4) PROCUREMENT PROCEDURES.—A responsible public entity may receive unsolicited proposals or may solicit proposals for qualifying projects and may thereafter enter into an agreement with a private entity, or a consortium of private entities, for the building, upgrading, operating, ownership, or financing of facilities.

(a) The responsible public entity may establish a reasonable application fee for the submission of an unsolicited proposal under this section. The fee must be sufficient to pay the costs of evaluating the proposal. The responsible public entity may engage the services of a private consultant to assist in the evaluation.

(b) The responsible public entity may request a proposal from private entities for a public-private project or, if the public entity receives an unsolicited proposal for a public-private project and the public entity intends to enter into a comprehensive agreement for the project described in such unsolicited proposal, the public entity shall publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the public entity has received a proposal and will accept other proposals for the same project. The timeframe within which the public entity may accept other proposals shall be determined by the public entity on a project-by-project basis based upon the complexity of the project and the public benefit to be gained by allowing a longer or shorter period of time within which other proposals may be received; however, the timeframe for allowing other proposals must be at least 21 days, but no more than 120 days, after the initial date of publication. A copy of the notice must be mailed to each local government in the affected area.

(c) A responsible public entity that is a school board may enter into a comprehensive agreement only with the approval of the local governing body.

- (d) Before approval, the responsible public entity must determine that the proposed project:
1. Is in the public's best interest.
 2. Is for a facility that is owned by the responsible public entity or for a facility for which ownership will be conveyed to the responsible public entity.
 3. Has adequate safeguards in place to ensure that additional costs or service disruptions are not imposed on the public in the event of material default or cancellation of the agreement by the responsible public entity.
 4. Has adequate safeguards in place to ensure that the responsible public entity or private entity has the opportunity to add capacity to the proposed project or other facilities serving similar predominantly public purposes.
 5. Will be owned by the responsible public entity upon completion or termination of the agreement and upon payment of the amounts financed.

(e) Before signing a comprehensive agreement, the responsible public entity must consider a reasonable finance plan that is consistent with subsection (11); the project cost; revenues by source; available financing; major assumptions; internal rate of return on private investments, if governmental funds are assumed in order to deliver a cost-feasible project; and a total cash-flow analysis beginning with the implementation of the project and extending for the term of the agreement.

(f) In considering an unsolicited proposal, the responsible public entity may require from the private entity a technical study prepared by a nationally recognized expert with experience in preparing analysis for bond rating agencies. In evaluating the technical study, the responsible public entity may rely upon internal staff reports prepared by personnel familiar with the operation of similar facilities or the advice of external advisors or consultants who have relevant experience.

(5) PROJECT APPROVAL REQUIREMENTS.—An unsolicited proposal from a private entity for approval of a qualifying project must be accompanied by the following material and information, unless waived by the responsible public entity:

(a) A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

- (b) A description of the method by which the private entity proposes to secure the necessary property interests that are required for the qualifying project.
- (c) A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.
- (d) The name and address of a person who may be contacted for additional information concerning the proposal.
- (e) The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.
- (f) Additional material or information that the responsible public entity reasonably requests.

(6) PROJECT QUALIFICATION AND PROCESS.—

- (a) The private entity must meet the minimum standards contained in the responsible public entity's guidelines for qualifying professional services and contracts for traditional procurement projects.
- (b) The responsible public entity must:
 1. Ensure that provision is made for the private entity's performance and payment of subcontractors, including, but not limited to, surety bonds, letters of credit, parent company guarantees, and lender and equity partner guarantees. For the components of the qualifying project which involve construction performance and payment, bonds are required and are subject to the recordation, notice, suit limitation, and other requirements of s. 255.05.
 2. Ensure the most efficient pricing of the security package that provides for the performance and payment of subcontractors.
 3. Ensure that provision is made for the transfer of the private entity's obligations if the comprehensive agreement is terminated or a material default occurs.
- (c) After the public notification period has expired in the case of an unsolicited proposal, the responsible public entity shall rank the proposals received in order of preference. In ranking the proposals, the responsible public entity may consider factors that include, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, and finance plans. The responsible public entity may then begin negotiations for a comprehensive agreement with the highest-ranked firm. If the responsible public entity is not satisfied with the results of the negotiations, the responsible public entity may terminate negotiations with the proposer and negotiate with the second-ranked or subsequent-ranked firms, in the order consistent with this procedure. If only one proposal is received, the responsible public entity may negotiate in good faith, and if the public entity is not satisfied with the results of the negotiations, the public entity may terminate negotiations with the proposer. Notwithstanding this paragraph, the responsible public entity may reject all proposals at any point in the process until a contract with the proposer is executed.
- (d) The responsible public entity shall perform an independent analysis of the proposed public-private partnership which demonstrates the cost-effectiveness and overall public benefit before the procurement process is initiated or before the contract is awarded.
- (e) The responsible public entity may approve the development or operation of an educational facility, a transportation facility, a water or wastewater management facility or related infrastructure, a technology infrastructure or other public infrastructure, or a government facility needed by the responsible public entity as a qualifying project, or the design or equipping of a qualifying project that is developed or operated, if:

1. There is a public need for or benefit derived from a project of the type that the private entity proposes as the qualifying project.
2. The estimated cost of the qualifying project is reasonable in relation to similar facilities.
3. The private entity's plans will result in the timely acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project.

(f) The responsible public entity may charge a reasonable fee to cover the costs of processing, reviewing, and evaluating the request, including, but not limited to, reasonable attorney fees and fees for financial and technical advisors or consultants and for other necessary advisors or consultants.

(g) Upon approval of a qualifying project, the responsible public entity shall establish a date for the commencement of activities related to the qualifying project. The responsible public entity may extend the commencement date.

(h) Approval of a qualifying project by the responsible public entity is subject to entering into a comprehensive agreement with the private entity.

(7) NOTICE TO AFFECTED LOCAL JURISDICTIONS.—

(a) The responsible public entity must notify each affected local jurisdiction by furnishing a copy of the proposal to each affected local jurisdiction when considering a proposal for a qualifying project.

(b) Each affected local jurisdiction that is not a responsible public entity for the respective qualifying project may, within 60 days after receiving the notice, submit in writing any comments to the responsible public entity and indicate whether the facility is incompatible with the local comprehensive plan, the local infrastructure development plan, the capital improvements budget, any development of regional impact processes or timelines, or other governmental spending plan. The responsible public entity shall consider the comments of the affected local jurisdiction before entering into a comprehensive agreement with a private entity. If an affected local jurisdiction fails to respond to the responsible public entity within the time provided in this paragraph, the nonresponse is deemed an acknowledgment by the affected local jurisdiction that the qualifying project is compatible with the local comprehensive plan, the local infrastructure development plan, the capital improvements budget, or other governmental spending plan.

(8) INTERIM AGREEMENT.—Before or in connection with the negotiation of a comprehensive agreement, the public entity may enter into an interim agreement with the private entity proposing the development or operation of the qualifying project. An interim agreement does not obligate the responsible public entity to enter into a comprehensive agreement. The interim agreement is discretionary with the parties and is not required on a qualifying project for which the parties may proceed directly to a comprehensive agreement without the need for an interim agreement. An interim agreement must be limited to provisions that:

(a) Authorize the private entity to commence activities for which it may be compensated related to the proposed qualifying project, including, but not limited to, project planning and development, design, environmental analysis and mitigation, survey, other activities concerning any part of the proposed qualifying project, and ascertaining the availability of financing for the proposed facility or facilities.

(b) Establish the process and timing of the negotiation of the comprehensive agreement.

(c) Contain such other provisions related to an aspect of the development or operation of a qualifying project that the responsible public entity and the private entity deem appropriate.

(9) COMPREHENSIVE AGREEMENT.—

(a) Before developing or operating the qualifying project, the private entity must enter into a comprehensive agreement with the responsible public entity. The comprehensive agreement must provide for:

1. Delivery of performance and payment bonds, letters of credit, or other security acceptable to the responsible public entity in connection with the development or operation of the qualifying project in the form and amount satisfactory to the responsible public entity. For the components of the qualifying project which involve construction, the form and amount of the bonds must comply with s. 255.05.
2. Review of the design for the qualifying project by the responsible public entity and, if the design conforms to standards acceptable to the responsible public entity, the approval of the responsible public entity. This subparagraph does not require the private entity to complete the design of the qualifying project before the execution of the comprehensive agreement.
3. Inspection of the qualifying project by the responsible public entity to ensure that the private entity's activities are acceptable to the public entity in accordance with the comprehensive agreement.
4. Maintenance of a policy of public liability insurance, a copy of which must be filed with the responsible public entity and accompanied by proofs of coverage, or self-insurance, each in the form and amount satisfactory to the responsible public entity and reasonably sufficient to ensure coverage of tort liability to the public and employees and to enable the continued operation of the qualifying project.
5. Monitoring by the responsible public entity of the maintenance practices to be performed by the private entity to ensure that the qualifying project is properly maintained.
6. Periodic filing by the private entity of the appropriate financial statements that pertain to the qualifying project.
7. Procedures that govern the rights and responsibilities of the responsible public entity and the private entity in the course of the construction and operation of the qualifying project and in the event of the termination of the comprehensive agreement or a material default by the private entity. The procedures must include conditions that govern the assumption of the duties and responsibilities of the private entity by an entity that funded, in whole or part, the qualifying project or by the responsible public entity, and must provide for the transfer or purchase of property or other interests of the private entity by the responsible public entity.
8. Fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the qualifying project. The execution of the comprehensive agreement or a subsequent amendment is conclusive evidence that the fees, lease payments, or service payments provided for in the comprehensive agreement comply with this section. Fees or lease payments established in the comprehensive agreement as a source of revenue may be in addition to, or in lieu of, service payments.
9. Duties of the private entity, including the terms and conditions that the responsible public entity determines serve the public purpose of this section.

(b) The comprehensive agreement may include:

1. An agreement by the responsible public entity to make grants or loans to the private entity from amounts received from the federal, state, or local government or an agency or instrumentality thereof.
2. A provision under which each entity agrees to provide notice of default and cure rights for the benefit of the other entity, including, but not limited to, a provision regarding unavoidable delays.
3. A provision that terminates the authority and duties of the private entity under this section and dedicates the qualifying project to the responsible public entity or, if the qualifying project was initially dedicated by an affected local jurisdiction, to the affected local jurisdiction for public use.

(10) FEES.—An agreement entered into pursuant to this section may authorize the private entity to impose fees to members of the public for the use of the facility. The following provisions apply to the agreement:

(a) The responsible public entity may develop new facilities or increase capacity in existing facilities through agreements with public-private partnerships.

(b) The public-private partnership agreement must ensure that the facility is properly operated, maintained, or improved in accordance with standards set forth in the comprehensive agreement.

(c) The responsible public entity may lease existing fee-for-use facilities through a public-private partnership agreement.

(d) Any revenues must be regulated by the responsible public entity pursuant to the comprehensive agreement.

(e) A negotiated portion of revenues from fee-generating uses must be returned to the public entity over the life of the agreement.

(11) FINANCING.—

(a) A private entity may enter into a private-source financing agreement between financing sources and the private entity. A financing agreement and any liens on the property or facility must be paid in full at the applicable closing that transfers ownership or operation of the facility to the responsible public entity at the conclusion of the term of the comprehensive agreement.

(b) The responsible public entity may lend funds to private entities that construct projects containing facilities that are approved under this section.

(c) The responsible public entity may use innovative finance techniques associated with a public-private partnership under this section, including, but not limited to, federal loans as provided in Titles 23 and 49 C.F.R., commercial bank loans, and hedges against inflation from commercial banks or other private sources. In addition, the responsible public entity may provide its own capital or operating budget to support a qualifying project. The budget may be from any legally permissible funding sources of the responsible public entity, including the proceeds of debt issuances. A responsible public entity may use the model financing agreement provided in s. 489.145(6) for its financing of a facility owned by a responsible public entity. A financing agreement may not require the responsible public entity to indemnify the financing source, subject the responsible public entity's facility to liens in violation of s. 11.066(5), or secure financing by the responsible public entity with a pledge of security interest, and any such provision is void.

(d) A responsible public entity shall appropriate on a priority basis as required by the comprehensive agreement a contractual payment obligation, annual or otherwise, from the enterprise or other government fund from which the qualifying projects will be funded. This required payment obligation must be appropriated before other noncontractual obligations payable from the same enterprise or other government fund.

(12) POWERS AND DUTIES OF THE PRIVATE ENTITY.—

(a) The private entity shall:

1. Develop or operate the qualifying project in a manner that is acceptable to the responsible public entity in accordance with the provisions of the comprehensive agreement.

2. Maintain, or provide by contract for the maintenance or improvement of, the qualifying project if required by the comprehensive agreement.

3. Cooperate with the responsible public entity in making best efforts to establish interconnection between the qualifying project and any other facility or infrastructure as requested by the responsible public entity in accordance with the provisions of the comprehensive agreement.

4. Comply with the comprehensive agreement and any lease or service contract.

(b) Each private facility that is constructed pursuant to this section must comply with the requirements of federal, state, and local laws; state, regional, and local comprehensive plans; the responsible public entity's rules, procedures, and standards for facilities; and such other conditions that the responsible public entity determines to be in the public's best interest and that are included in the comprehensive agreement.

(c) The responsible public entity may provide services to the private entity. An agreement for maintenance and other services entered into pursuant to this section must provide for full reimbursement for services rendered for qualifying projects.

(d) A private entity of a qualifying project may provide additional services for the qualifying project to the public or to other private entities if the provision of additional services does not impair the private entity's ability to meet its commitments to the responsible public entity pursuant to the comprehensive agreement.

(13) EXPIRATION OR TERMINATION OF AGREEMENTS.—Upon the expiration or termination of a comprehensive agreement, the responsible public entity may use revenues from the qualifying project to pay current operation and maintenance costs of the qualifying project. If the private entity materially defaults under the comprehensive agreement, the compensation that is otherwise due to the private entity is payable to satisfy all financial obligations to investors and lenders on the qualifying project in the same way that is provided in the comprehensive agreement or any other agreement involving the qualifying project, if the costs of operating and maintaining the qualifying project are paid in the normal course. Revenues in excess of the costs for operation and maintenance costs may be paid to the investors and lenders to satisfy payment obligations under their respective agreements. A responsible public entity may terminate with cause and without prejudice a comprehensive agreement and may exercise any other rights or remedies that may be available to it in accordance with the provisions of the comprehensive agreement. The full faith and credit of the responsible public entity may not be pledged to secure the financing of the private entity. The assumption of the development or operation of the qualifying project does not obligate the responsible public entity to pay any obligation of the private entity from sources other than revenues from the qualifying project unless stated otherwise in the comprehensive agreement.

(14) SOVEREIGN IMMUNITY.—This section does not waive the sovereign immunity of a responsible public entity, an affected local jurisdiction, or an officer or employee thereof with respect to participation in, or approval of, any part of a qualifying project or its operation, including, but not limited to, interconnection of the qualifying project with any other infrastructure or project. A county or municipality in which a qualifying project is located possesses sovereign immunity with respect to the project, including, but not limited to, its design, construction, and operation.

(15) CONSTRUCTION.—This section shall be liberally construed to effectuate the purposes of this section. This section shall be construed as cumulative and supplemental to any other authority or power vested in or exercised by the governing board of a county, district, or municipal hospital or health care system including those contained in acts of the Legislature establishing such public hospital boards or s. 155.40. This section does not affect any agreement or existing relationship with a supporting organization involving such governing board or system in effect as of January 1, 2013.

(a) This section does not limit a political subdivision of the state in the acquisition, design, or construction of a public project pursuant to other statutory authority.

(b) Except as otherwise provided in this section, this section does not amend existing laws by granting additional powers to, or further restricting, a local governmental entity from regulating and

entering into cooperative arrangements with the private sector for the planning, construction, or operation of a facility.

(c) This section does not waive any requirement of s. 287.055.

History.—s. 2, ch. 2013-223.

INDIAN RIVER COUNTY
BOARD OF COUNTY COMMISSIONERS

INTER-OFFICE MEMORANDUM

TO: Members of the Board of County Commissioners

DATE: May 18, 2016

SUBJECT: Boys and Girls Club and St. Francis Manor Ground Lease

FROM: Tim Zorc
Commissioner, District 3



Discussion Item:

In 2013, the Board of County Commissioners voted to lease the old Jail facility property to the Boys and Girls Club and St. Francis Manor with a goal toward each nonprofit having additional land to build new facilities.

The Boys and Girls Club recently completed their new facility and are now essentially 100% built out.

St. Francis Manor would like to move forward with their plans for a new facility, but the Communication Tower on the site they received in the land lease renders the area unbuildable due to the tower and the radius around it needed for the support cables.

With the Commission's recent surplus designation of the property directly to the south of St. Francis Manor, I would like to discuss modification to the leased property. A swap of the surplus property with the property that St. Francis Manor currently leases would allow for them to move forward with the two buildings that were planned on the site.

The Communication Tower's access easement would likely need to be modified, but there are a number of options to allowed continued access.

MOTION WAS MADE by Commissioner O'Bryan, SECONDED by Commissioner Solari, to reject the settlement offer with Mr. Mensing and suspend any further negotiations.

Commissioner Solari commented that because the settlement terms and conditions have changed several times, there was not one specific settlement that could be agreed upon today.

The Chairman CALLED THE QUESTION, and by a 3-2 vote (Commissioners Flescher and Davis opposed), the Motion carried.

13.B. REQUEST FOR LEASE AMENDMENT WITH ST. FRANCIS MANOR

Deputy County Attorney Bill DeBral recalled the Board's decision on January 22, 2013 to grant the request of St. Francis Manor to add to their lease agreement with the County, property on 17th Avenue (formerly the site of the old jail) that the County declared surplus. He explained that St. Francis Manor would like to use the additional 1.2 acre parcel (excepting the cell tower that is located therein and excluded from the lease) for future expansion. Attorney DeBral thereafter presented staff's recommendation for the Board to approve and authorize the Chairman to sign the eighth lease amendment and the authorizing resolution.

MOTION WAS MADE by Commissioner O'Bryan, SECONDED by Vice Chairman Davis, to approve and authorize the Chairman to execute the Eighth Amendment and Modification of Ninety-Nine Year Lease Agreement with St. Francis Manor of Vero Beach, Florida, Inc., and **Resolution 2013-047**, approving a Community Interest Eighth Amendment and Modification to Ninety-Nine Year Lease with St. Francis Manor, Inc., for County-owned

property at 1725 17th Avenue, all as recommended in the memorandum of May 28, 2013.

Commissioner Solari was opposed to the government giving taxpayer land to a nonprofit organization for future use.

Vice Chairman Davis clarified with Attorney DeBraal that the County would retain ownership of the subject parcel, which will be added to St. Francis Manor's lease.

The Chairman CALLED THE QUESTION, and by a 4-1 vote (Commissioner Solari opposed), the Motion carried.

AGREEMENT ON FILE IN THE OFFICE OF THE CLERK TO THE BOARD

**13. C. APPROVAL OF FIRST LEASE AMENDMENT AND MODIFICATION FOR BOYS
AND GIRLS CLUB OF INDIAN RIVER COUNTY, INC.**

Attorney DeBraal recalled the Board's decision on January 22, 2013, to grant the request of the Boys and Girls Club to add to their lease agreement with the County, property on 17th Avenue (formerly the site of the old jail) that the County has declared surplus. He explained that the Boys and Girls Club would like to use the additional 2.2 acre parcel to create a recreational field for the participants in their program, and that they plan to demolish the existing building on the property at no cost to the County. Attorney DeBraal thereafter presented staff's recommendation for the Board to approve and authorize the Chairman to execute the lease amendment and modification and the authorizing Resolution, and to authorize the County Attorney's office to sign off on the permits associated with the demolition.

ON MOTION by Commissioner O'Bryan, SECONDED by Chairman Flescher, by a 4-1 vote (Commissioner Solari opposed), the Board: (1) approved and authorized

New Agenda Item

Boys and Girls Club and St Francis Manor ground lease.

Back in 2013 when the commission voted to lease the old Jail facility property to the Boys and Girls Club and St Francis Manor the goal was for each nonprofit to have additional land to build new facilities.

The Boys and Girls Club just completed their new facility and they are now essentially 100% built out.

St Francis Manor would like to move forward but the Communication Tower on the site they received in the land lease is for the most part rendered unbuildable due to the tower and support cables.

With the Commissions recent surplus designation of the property directly to the south of St Francis Manor I would like to discuss could we modify and allocate a portion of that property to replace the property that they received in the prior land lease to accommodate the two buildings they were planning to build.

The Communications Tower access easement would likely need to be modified but there is a number of options to accomplish.



BOARD OF COUNTY
COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

REGULAR MEETING MINUTES

TUESDAY, APRIL 12, 2016

Commission Chambers
Indian River County Administration Complex
1801 27th Street, Building A
Vero Beach, Florida, 32960-3388
[www.ircgov.com](http://www ircgov com)

COUNTY COMMISSIONERS DISTRICT

Bob Solari, Chairman	District 5	Present	Joseph A. Baird, County Administrator	Present
Joseph E. Flescher, Vice Chairman	District 2	Present	Dylan Reingold, County Attorney	Present
Wesley S. Davis	District 1	Present	Jeffrey R. Smith, Clerk of the Circuit	Present
Peter D. O'Bryan	District 4	Present	Court and Comptroller	
Tim Zorc	District 3	Present	Terri Collins-Lister, Deputy Clerk	Present

<u>DVD TIMES</u>		<u>PACKET PAGES</u>
1.	<u>CALL TO ORDER</u>	<u>9:00 A.M.</u>
2.	<u>INVOCATION</u>	Commissioner Wesley S. Davis
3.	<u>PLEDGE OF ALLEGIANCE</u>	Joseph A. Baird, County Administrator
4.	<u>ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS</u>	
9:01 a.m.	Move Item 14.A.1. After Item 5.D.	
	ON MOTION by Vice Chairman Flescher, SECONDED by Commissioner O'Bryan, the Board unanimously approved the agenda as amended.	
5.	<u>PROCLAMATIONS and PRESENTATIONS</u>	
9:04 a.m.	A. Presentation of Proclamation Recognizing the Month of April, 2016, as Guardian Ad Litem Month	
	Commissioner O'Bryan read and presented the Proclamation to Vern Melvin, Circuit Director.	1

- 9:07 a.m. B. Presentation of Proclamation Recognizing National Public Safety Telecommunications Week

2

Commissioner Davis read and presented the Proclamation to Sheriff Deryl Loar, Lieutenant Mark Buffington, and Sandy Fox, Public Safety Dispatch Administrator.

5. **PROCLAMATIONS and PRESENTATIONS**

9:17 a.m. C. Presentation by Mike Vincent on Work Being Done to Rehabilitate Used Bicycles

Mike Vincent, 1311 White Heron Lane, discussed the Bike Walk Indian River County, a non-for-profit organization that was designed to improve the safety and the accessibility of biking, walking, and other outdoor activities in the community. He also talked about the Bike Rehab Project that collects and repairs old bikes to distribute to people in need throughout the County.

Item 14.A.1 was heard following Item 5.C.

9:28 a.m. D. Presentation of Awards by Becky Afonso, Executive Director, Florida Bicycle Association

Becky Afonso talked about the Florida Bicycle Association's mission to network and share best practices, to educate and advocate building a bicycle friendly Florida. She noted it was a unique opportunity to present four (4) of the 2015 Florida Bicycle Association Annual Awards within one community. She said the first award was for Volunteer of the Year recipient Tad Diesel; Bike Business of the Year Malcolm Allen, Orchid Island Bikes and Kayaks; Citizen Advocate of the Year Hugh Aaron; and Elected Official Champion Bob Solari.

6. **APPROVAL OF MINUTES**

9:45 a.m. A. Regular Meeting of March 8, 2016

B. Regular Meeting of March 15, 2016

ON MOTION by Commissioner Zorc, **SECONDED** by Vice Chairman Flescher, the Board unanimously approved the Regular Meeting Minutes of March 8, 2016 and March 15, 2016, as written.

7. **INFORMATION ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION**

9:45 a.m. A. Upcoming Job Fairs
(memorandum dated April 6, 2016)

Commissioner O'Bryan announced that CareerSource Research

Coast would be holding several job fairs on the Treasure Coast, which would be included in the agenda packet on the County's website

8. **CONSENT AGENDA**

9:46 a.m. **ON MOTION** by Commissioner Davis, SECONDED by Commissioner Zorc, the Board unanimously approved the Consent Agenda, pulling Items 8.C. and 8.O. for discussion.

- A. Approval of Checks and Electronic Payments March 25, 2016 to March 31, 2016

(memorandum dated March 31, 2016)

7-13

Approved the list of checks and electronic payments as supplied by the Comptroller's office.

- B. Resolutions Canceling Taxes on Properties to be Used for a Public Purpose and Owned by Indian River County

(memorandum dated March 29, 2016)

14-26

Approved Resolution 2016-029, cancelling certain taxes upon publicly owned lands, pursuant to Section 196.28, Florida Statutes.

(Dedicated to County by Willows Development, LLC for right-of-way)

Approved Resolution 2016-030, cancelling certain taxes upon publicly owned lands, pursuant to Section 196.28, Florida Statutes.

(Dedicated to County by Audrey Graves Sexton for right-of-way)

- C. City of Vero Beach – FPL Electric Utility Sale

(memorandum dated April 5, 2016)

27-28

County Attorney Dylan Reingold respectfully requested to speak before the City Council of Vero Beach on April 19, 2016, on the City of Vero Beach (City Council) – FPL electric utility sale. He added that it has come to his attention that one of the Councilmembers would not be present at the April 19th City Council Meeting and requested that the Board authorize him to attend the City Council meeting held on May 3, 2016.

ON MOTION by Commissioner O'Bryan, SECONDED by Commissioner Davis, the Board unanimously authorized the County Attorney to speak at the May 3, 2016, or May 17, 2016, City of Vero Beach Council Meeting and request that the City Council authorize the City's outside counsel to join in discussions with the Florida Municipal Power Agency, Orlando Utilities Commission, Florida Power and Light, Indian River County, and the Town of Indian River Shores to complete the sale.

D.	Lease Agreement with SafeSpace, Inc. for Space at the Indian River County Courthouse (memorandum dated April 5, 2016)	29-50
	Approved <u>Resolution 2016-031</u>, a lease agreement with Safespace, Inc., a Florida Not-for-Profit Corporation, for a room in the Indian River County Courthouse.	
E.	Authorization to Attend National Municipal Bond Summit (memorandum dated April 4, 2016)	51-57
	Authorized the County Administrator and/or staff to attend the National Municipal Bond Summit to be held on April 20-22, 2016.	
F.	Sole Source Purchase and Replacement of E911 Call-Taking Recorder Servers (memorandum dated April 1, 2016)	58-65
	(1) Approved the purchase and replacement of five (5) E911 Call-Taking voice recorders in the amount of \$65,006 from Higher Ground, Inc.; and (2) authorized the necessary budget amendment making the funds available for this project.	
G.	West Wabasso Phase II Sewer and the East Gifford Drainage Project: Request for Release of Funds (memorandum dated March 29, 2016)	66-68
	Authorized the Chairman to execute the Request for Release of Funds and Certification from the Federally-Funded Sub-Grant Agreement – FFY 2014 Funding Cycle for Contract Number 16DB-OK-10-40-01-N 05 for the West Wabasso Phase II Sewer and the East Gifford Drainage Project and Certification form HUD-7015.15.	
H.	Approval of Resolution Adopting the 2016 Indian River County Emergency Plan for Hazardous Materials (memorandum dated April 4, 2016)	69-73
	Approved <u>Resolution 2016-032</u>, approving the Indian River County Hazardous Materials Emergency Plan.	
I.	Approval of Renewal for a Class “A” Certificate of Public Convenience and Necessity for Indian River Shores Department of Public Safety (memorandum dated April 1, 2016)	74-86
	Approved the renewal of the Class “A” Certificate of Public Convenience and Necessity for Indian River Shores Department of Public Safety, to be effective for a period of two (2) years from April 15, 2016, to April 15, 2018.	

J.	FIND Project Agreement No. ICW-IR-16-01 Small Scale Derelict Vessel Removal Program (memorandum dated April 5, 2016)	87-98
	Approved the Florida Inland Navigation District (FIND) Project Agreement No. ICW-IR-16-01 and authorized the Chairman to execute two (2) copies of the FIND Project Agreement.	
K.	Lease Extension, Mermaid Car Wash, 1935 43 rd Avenue, 43 rd Avenue/SR60 Intersection Widening and Improvements, Timothy E. Tynes and Joshana Tynes (memorandum dated April 5, 2016)	99-105
	Approved Alternative 1 granting a 12-month extension of lease to Timothy E. Tynes and Joshana Tynes for Mermaid Carwash in the amount of \$1,750 per month, with an effective date of May 1, 2016, and authorize the Chairman to execute said Agreement.	
L.	Request for Approval to Enter into a Public Transportation Supplemental Joint Participation Agreement (SJPA) with the Florida Department of Transportation (FDOT) for a Commuter Assistance Grant (memorandum dated April 1, 2016)	106-116
	(1) Approved the Supplemental Public Transportation Joint Participation Agreement; (2) approved <u>Resolution 2016-033</u>, authorizing the execution of a Public Transportation Supplemental Joint Participation Agreement with the Florida Department of Transportation; (3) authorized the Chairman to execute said Agreement; and (4) approved the agreement with the Vero Beach Hotel and Spa for contribution of the local match.	
M.	SR 60 Vero LLC's Request for Final Plat Approval for The Reserve at Vero Beach PD Phase 1 (memorandum dated April 4, 2016)	117-135
	Granted final plat approval for The Reserve at Vero Beach Planned Development Phase I.	
N.	Miscellaneous Budget Amendment 016 (memorandum dated April 4, 2016)	136-138
	Approved <u>Resolution 2016-034</u>, amending the Fiscal Year 2015-2016 Budget.	
9:49 a.m.	O. Purchase of Scrub Jay Property – 10.64 Acres, 2050 Barber Street, Sebastian, Fl 32958 (memorandum dated April 6, 2016)	139-148
	Chairman Solari gave a brief description of the 10.64 acres located at 2050 Barber Street owned by Jane Schnee, who continues to maintain it as Scrub Jay Property (aka Sebastian Village Scrub) and is willing to sell it to the County at cost. He noted that when the County's Land Acquisition Advisory Committee was actively seeking land, this particular property was on the list with a just value of \$2,649,280.	

Public Works Director Chris Mora stated that Ms. Schnee was willing to sell the property to the County in the amount of \$112,000 for the entire 10.64 acre parcel. The only condition requested by Ms. Schnee was that the property be kept in its current condition as Scrub Jay Habitat.

MOTION WAS MADE by Commissioner O'Bryan, SECONDED by Commissioner Davis, to approve the Agreement for Purchase of Scrub Jay Property with Jane Schnee for 10.64 acres at 2050 Barber Street and authorize the Chairman to execute the said contract.

Commissioner O'Bryan suggested that the site be designated as the Schnee Family Scrub, or other name reflective of Jane Schnee's commitment in preserving the property.

MOTION WAS AMENDED by Commissioner O'Bryan, SECONDED by Commissioner Davis, to authorize staff to reach out to Ms. Schnee regarding the re-naming of the parcel to the Schnee Family Scrub.

The Chairman CALLED THE QUESTION and the Amended Motion carried unanimously to: (1) approve the Agreement for Purchase of Scrub Jay Property with Jane Schnee and authorize the Chairman to execute the said contract; and (2) authorize staff to reach out to Ms. Schnee regarding the re-naming of the parcel to recognize her commitment in preserving the property.

9. CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES

None

10. PUBLIC ITEMS

A. PUBLIC HEARINGS

None

B. PUBLIC DISCUSSION ITEMS

(As a general rule, public discussion items should be limited to matters on which the commission may take action.)

- 9:54 a.m. 1. Request to Speak from Phyllis Frey Regarding Affordable Furthering Fair Housing Rule: How it Affects Your Community**

Phyllis Frey, 275 Date Palm Road, wanted to assist the Board in preparedness for the Affordable Furthering Fair Housing Ruling in which their decisions regarding this matter would affect, not only the future development of our community,

149

but the Home Rule of Law. She asked for the Board's consideration in protecting Home Rule of Law.

A discussion ensued and Chairman Solari said he would prefer to have a conversation with Ms. Frey, and then bring something back to the Board regarding the Home Rule of Law.

2. Request to Speak From Gifford Economic Development Council (GEDC) Regarding Infrastructure Gifford and Police Interaction With IRC Sheriff Office

150

Wanda Scott with The Gifford Economic Development Council, 4306 26th Street, spoke on the need of services and deliverables, and accountability in the Gifford Community, and wanted a better line of communication between the Board and Gifford community. She felt those in the Gifford Community were not getting proficient and efficient services and expressed her concern about the infrastructure in Gifford and interaction with the Indian River County Sheriff's Department.

Pastor Mayra Ferguson, 26th Avenue and with the Gifford Economic Development Council, also expressed her concerns on police interaction in the Community, the infrastructure in Gifford, and wanted the Board to listen to the community.

Ms. Scott made her final comments and asked that Gifford be included in the upcoming Fiscal Year 2016/2017 County Budget for repairs to the Community.

C. **PUBLIC NOTICE ITEMS**

None

11. **COUNTY ADMINISTRATOR MATTERS**

- 10:37 a.m. A. Department Head Appointments
(memorandum dated April 6, 2016)

County Administrator Joe Baird announced the upcoming appointments of Rich Szpyrka as the Public Works Director, and Mike Smykowski as the Management and Budget Director.

The Chairman called a recess at 10:41 a.m. and the meeting reconvened at 10:51 a.m. with all members present.

12. DEPARTMENTAL MATTERS

A. Community Development

**10:41
a.m.**

- 1.** Consideration of Recommendations from the Short Term Vacation Rental Advisory Committee (STVRAC)
(memorandum dated March 29, 2016)

151-173

County Attorney Reingold announced that the County could not adopt an Ordinance or a regulation that prohibits vacation rentals and that the Board would not be taking final action on this matter at this meeting.

Community Development Director Stan Boling gave a brief history of Short Term Vacation rentals and reviewed the recommendations by the Short Term Vacation Rental Advisory Committee (STVRAC) as follows: (1) that additional vacation rental regulations were needed; (2) keep unchanged “vacation rental” definition, prohibition on commercial events at residence; and (3) vacation rental parking limitations. He added that the STVRAC proposed the following three items for consideration by the Board:

- 1. Proposed Vacation Rental Ordinance**
- 2. Proposed schedule of fines/citations for violation of vacation rental and commercial event at residence violations**
- 3. Recommend “progress report” one (1) year after adoption of Vacation Rental Ordinance**

He proposed the Board direct staff to: (1) initiate the formal process to amend the Land Development Regulations; (2) present a fines/citations resolution; and (3) present a formal motion on “progress report” at time of LDR hearing.

A question was raised whether the County could look at an individual’s short term rental license and match up the sales tax revenue.

Clerk of Circuit Court and Comptroller Jeff Smith replied he would be bringing to the Board a recommendation to sign a contract with the State of Florida to share information on those who have short term rental licenses in order to collect the tourist tax revenue; however, it had both its advantages and disadvantages and he was investigating how to proceed. He said the State would notify the Clerk if a license was executed for a short term rental and he would be monitoring it. He pointed out that the Clerk of Courts had the authority to require the licensee to bring in their books and records to be audited.

The Board sought and received information from Director Boling on limiting the number of occupants in short-term rental houses, the demand on septic tanks, and site specific complaints.

Chairman Solari opened the floor for public input at 11:27 a.m.

Glenn Powell, 12845 Bay Street, member of the Short Term Rental Advisory Committee and owner of Short Term Vacation Rentals summarized the tasks and actions of the committee.

George Lamborn, 2111 Via Fuentes, President of the South Beach Property Owners Association said the Indian River Neighborhood Association, South Beach Property Owners Association and North Beach Civic Association represent the interests of 99% of the property owners who own property for no other reason than quiet enjoyment of their residences, and whose quality of life and property value is at risk from commercialization of the neighborhood. He felt the handpicked Short Term Rental Advisory Committee was dominated by Short Term Rental operators.

Mr. Lamborn stated he had asked that the concluding written statements to the Short Term Rental Advisory Committee be made part of the record.

Colleen Rosenbaum, resident of Indian River County and owner of a Short Term Vacation Rental Home, spoke on her experience with the Short Term Vacation Rentals and felt it was a bonus for the community because sometimes the renters come back to make Vero Beach their permanent residence.

The Board sought information from Ms. Rosenbaum regarding her short term rental home. She suggested that the County offer a course to Short Term Rental Owners educating them on the rules to be in compliance.

Carter Taylor, Chairman of the Land Use Committee for the Indian River Neighborhood Association and the South Beach Property Owners, spoke on protecting the quality of life in Indian River County and his concerns with the Short Term Rental Advisory Committee.

The Board recessed for lunch at 12:19 a.m., and reconvened the meeting at 12:49 p.m. with all members present.

Joseph Paladin, Black Swan Consulting, representing District 2 on the Short Term Rental Advisory Committee, said the committee had a hard time agreeing on anything. He opined on

the number of occupants allowed in the vacation rental.

Dr. Miles Conway, 2340 AIA Highway, disagreed with the recommendations contained in the proposed draft Ordinance made at the March 9, 2016 Short Term Rental Advisory Committee Meeting and asked the Board for an opportunity to discuss their side, which was not considered at the meeting. He read into the record, a letter from Tuck Ferrell, President of the North Beach Civic Association, who was unable to attend the Board meeting. He claimed that statements were redacted from the minutes and staff's review of the Monroe County Ordinance was not recorded at a meeting of the Short Term Rental Advisory Committee.

Dr. Conway wanted an opportunity for the Monroe County Ordinance to be heard and a fair hearing at a Planning and Zoning Commission Meeting in regards to Short Term Rentals.

A discussion ensued regarding the minutes of the final Short Term Rental Advisory Committee, and it was suggested to direct the County Attorney to add an appropriate addendum to reflect the information in the March 9, 2016 Short Term Rental Advisory meeting minutes.

ON MOTION by Commissioner O'Bryan, SECONDED by Chairman Solari, the Board voted unanimously to direct the County Attorney to add an appropriate addendum to reflect Dr. Miles Conway and Mr. Taylor Carter's statements in the March 9, 2016 Short Term Rental Advisory meeting minutes.

ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously directed staff to: (1) initiate the formal Land Development Regulation (LDR) amendment process, with the Planning and Zoning Commission (P&Z) to look further into: (A) the occupancy issues, both overall and related to (a) houses that are on septic systems; and (b) children under the age of 18; and (B) adoption of the recommended Vacation Rental Ordinance; (2) present a Vacation Rental Violations Fine Schedule Resolution for the Board's consideration at the time that the Vacation Rental Ordinance is presented for final adoption; and (3) include a recommended Motion for a Vacation Rental Ordinance future "progress report" for the Board to consider at the time that the Vacation Rental Ordinance is considered for formal adoption.

B. Emergency Services

None

C. **General Services**

None

1. **Human Services**

None

2. **Sandridge Golf Club**

None

3. **Recreation**

None

12. DEPARTMENTAL MATTERS

D. **Human Resources**

None

E. **Office of Management and Budget**

1:36
p.m.

1. Property/Casualty Insurance 2016-17
(memorandum dated April 4, 2016)

174-190

Management and Budget Director Jason Brown presented the County's Property and Casualty Insurance 2016/2017 renewal program beginning May 1, 2016 with Arthur J. Gallagher Risk Management Services, Inc. (AJG) and announced once again a decrease in the premiums which reduces the County's coverage costs. He recommended securing an additional \$5 million in Named Storm Limits for a total premium of \$1,372,973.

ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously approved the renewal agreement with Arthur J. Gallagher Risk Management Services, Inc. and authorized staff to bind coverage for May 1, 2016 through April 30, 2017, with a current annual premium of \$1,372,973 based upon the current schedule of values and coverage selections, and approved the broker annual fee of \$175,000 with an additional \$5 million in Named Storm Limits.

F. **Public Works**

1:39
p.m.

1. Work Order No. 12 CB&I Coastal Planning and Engineering, Inc., Sector 5 Beach Restoration Project – Design and Permitting Services
(memorandum dated April 5, 2016)

191-204

Coastal Engineer James Gray gave a brief background on the Sector 5 Beach Restoration Project and recommended the Board support the Beach and Shore Preservation Advisory Committee's March 21, 2016 motion to approve the contract with CB&I Coastal Planning and Engineering, Inc. He pointed out that all of the funds were budgeted for the Sector 5 Beach Restoration Project.

The Board sought and received information from Coastal Engineer Gray on the Pep Reef, the near shore hard bottom, and the estimated life of the Sector 5 Beach Restoration Project.

ON MOTION by Vice Chairman Flescher, SECONDED by Commissioner Zorc, the Board unanimously approved Work Order No. 12 to the contract with CB&I Coastal Planning and Engineering, Inc., and authorized the Chairman to execute same on the Work Order on behalf of the County.

G. Utilities Services

None

13. COUNTY ATTORNEY MATTERS

- 1:48 A. Demolition Lien
(memorandum dated March 18, 2016)

Deputy County Attorney Bill Debraal stated that Connie Clark is the owner of the dilapidated structure located at 4481 and 4485 25th Avenue, and that the total demolition lien cost is \$4,404.42.

205-208

ON MOTION by Vice Chairman Flescher, SECONDED by Commissioner O'Bryan, the Board unanimously approved the lien in the amount of \$4,404.42, and authorized the Chairman to execute the lien for recordation in the public records.

- 1:49 B. Report on Potential County-Owned Surplus Properties
(memorandum dated April 4, 2016)

County Attorney Dylan Reingold reported on Potential County-Owned Surplus Properties and sought guidance from the Board on how to proceed.

209-240

Tracking Station Property

Attorney Reingold gave a brief history of the triangle portion of the Tracking Station Property which was obtained from the United States in August 1970 to be utilized and maintained as "a public park and recreation purposes".

A discussion ensued on public access to the beach from the subject property.

Attorney Reingold sought direction from the Board on whether to explore options with the federal government on the release of restrictions on the triangle portion of the Tracking Station Property.

ON MOTION by Commissioner Davis, SECONDED by Vice Chairman Flescher, the Board unanimously directed the County Attorney to work with the Town of Indian River Shores to come up with a plan on the triangle portion of the Tracking Station Property under the deed restrictions.

Humiston Park Property

Attorney Reingold stated that the property serves as over-spill public parking for Humiston Beach Park. He explained there were Resolutions stating the parking lot was for “park purposes”, but there is no evidence that the City obtained fee simple ownership of the lot.

Attorney Reingold sought guidance on how the Board wished to proceed with respect to clarifying the ownership issue pertaining to the parking lot.

MOTION WAS MADE by Commissioner O’Bryan, SECONDED by Commissioner Davis, to grant to the City of Vero Beach, a quitclaim deed for the parking lot located west of Ocean Drive across from Humiston Park, with the condition that it remains zoned P-2 Park.

A discussion ensued on the ownership of the parking lot and keeping it zoned as P-2 Park with the condition that no building could be built over the parking lot.

MOTION WAS AMENDED by Commissioner O’Bryan, SECONDED by Commissioner Davis, to give the City of Vero Beach a quitclaim deed based on verification by the County Attorney that the parking lot was zoned P-2 Park and that no building could be built over the parking lot.

The Chairman **CALLED THE QUESTION**, and the Amended Motion carried unanimously.

16th Street Parking Lot

Attorney Reingold stated that the County owned a substantial portion of the 16th Street Parking lot; however, it was an unbuildable lot and was considered as part of a right-of-way for 16th Street.

County Administrator Joe Baird stated the County would need 12 feet for a turn lane for the GoLine Bus Hub.

A discussion ensued on the 16th Street Parking Lot (which provided parking for three businesses), and on insurance and liability issues.

ON MOTION By Vice Chairman Flescher, SECONDED by Commissioner Zorc, the Board unanimously directed staff to plan for the expansion of the GoLine Bus Hub, look at insurance and liability issues, and explore all options in regards with what to do with the property.

A discussion followed on how to fund the construction of the GoLine turn lane and the 16th Street Ballfield property.

14. **COMMISSIONERS MATTERS**

9:25
a.m.

A. **Commissioner Bob Solari, Chairman**

1. Recycling Used Bikes

(memorandum dated April 5, 2016)

241

This Item was heard after Item 5.C. and placed here for continuity.

Chairman Solari asked for the Board's consideration of a policy wherein any bicycle that the County collects would be made available to any vetted rehab groups for repair and re-distribution.

ON MOTION by Commissioner O'Bryan, SECONDED by Commissioner Zorc, the Board unanimously approved a policy of the County that any bikes collected by the County would be available to vetted bike rehabilitation groups that are working with the County, for repair and redistribution as well as the right to first refusal before they go to auction.

B. **Commissioner Joseph E. Flescher, Vice Chairman**

None

C. **Commissioner Wesley S. Davis**

2:22
p.m.

1. Wabasso Corridor Plan Update

(memorandum dated April 6, 2016)

242

Commissioner Davis asked the Board for their consideration to direct staff to review and update the Wabasso Corridor Plan.

Community Development Director Stan Boling addressed the

Board and said he would be glad to meet with the residents who have expressed their concerns regarding the Wabasso Corridor Plan and come back to the Board with alternatives.

Audra Rigby, 8465 59th Avenue, agreed with Commissioner Zorc that the Wabasso Corridor Plan Update should include input from the Wabasso community.

Bob Gleason, Hobart Landing, suggested creating a committee from the Wabasso, Hobart Landing and Winter Beach Communities.

It was the Board's CONSENSUS to direct staff to review and update the Wabasso Corridor Plan incorporating the expansion of U.S. Highway 1.

D. Commissioner Peter D. O'Bryan

**2:33
p.m.**

- 1. Request the Board to Consider "Going Orange" in September for Hunger Action Month
(memorandum dated April 6, 2016)**

243-247

Commissioner O'Bryan asked the Board for their consideration to participate in Hunger Action Month. The Treasure Coast Food Bank would provide orange gels to light up the buildings throughout the month of September.

ON MOTION BY Commissioner O'Bryan, SECONDED By Chairman Solari, the Board unanimously approved participating in "Going Orange" in September for Hunger Action Month.

E. Commissioner Tim Zorc

None

15. SPECIAL DISTRICTS AND BOARDS

A. Emergency Services District

None

B. Solid Waste Disposal District

None

C. **Environmental Control Board**

None

16. ADJOURNMENT

There being no further business, the Chairman declared the meeting adjourned at 2:36 p.m.

ATTEST:

Jeffrey R. Smith, CPA, CGFO, CGMA
Clerk of Circuit Court and Comptroller

Bob Solari, Chairman

By: _____
Deputy Clerk

Approved: _____

BCC/TCL/2016Minutes



BOARD OF COUNTY
COMMISSIONERS
INDIAN RIVER COUNTY, FLORIDA

REGULAR MEETING MINUTES
TUESDAY, APRIL 19, 2016

Commission Chambers
Indian River County Administration Complex
1801 27th Street, Building A
Vero Beach, Florida, 32960-3388
[www.ircgov.com](http://www ircgov com)

COUNTY COMMISSIONERS DISTRICT

Bob Solari, Chairman	District 5	Present	Joseph A. Baird, County Administrator	Present
Joseph E. Flescher, Vice Chairman	District 2	Present	Dylan Reingold, County Attorney	Present
Wesley S. Davis	District 1	Present	Jeffrey R. Smith, Clerk of the Circuit	Present
Peter D. O'Bryan	District 4	Present	Court and Comptroller	
Tim Zorc	District 3	Present	Maureen Gelfo, Deputy Clerk	Present

DVD TIMES PACKET PAGES

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| 1. | <u>CALL TO ORDER</u> | <u>9:00 A.M.</u> |
| 2. | <u>INVOCATION</u> | Pastor Chris Drinon, Grace Baptist Church of Vero Beach |
| 3. | <u>PLEDGE OF ALLEGIANCE</u> | Commissioner Joseph E. Flescher, Vice Chairman |
| 4. | <u>ADDITIONS/DELETIONS TO THE AGENDA / EMERGENCY ITEMS</u> | |
- 9:01 a.m. Addition: Item 13.A. All Aboard Florida – Army Corps of Engineers Permit No. SAJ-2012-01564 (SP-AWP)
- Addition: Item 14.D.1. Economic Development Opportunity

Commissioner O'Bryan explained that he wanted to discuss a time-sensitive matter with regards to an Economic Development opportunity, which could bring the headquarters of AAG (an international company), to Vero Beach. Vice Chairman Flescher said that he wanted more time to vet this matter; but after further discussion, agreed to add Item 14.D.1. to the agenda.

ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously approved the agenda as amended.

5. PROCLAMATIONS and PRESENTATIONS

- 9:15 a.m. A. Presentation of Proclamation Designating the Month of May 2016, as Mental Health Month

Commissioner Zorc read and presented the Proclamation to the Mental Health Association's Executive Director Dr. Robert Brugnoli; Clinical Director Jeanne Shepherd; and Fund Development Manager Patty Vasquez. They were accompanied by additional mental health professionals.

1

- 9:20 a.m. B. Presentation of Proclamation Designating April 23, 2016 as Eighth Annual Indian River County Day of Service

Vice Chairman Flescher read and presented the Proclamation to Bishop Charles Hauber, Church of Jesus Christ of Latter Day Saints, and Chuck Fannin, 2820 Grand Isle Way, Chairperson of the Indian River County Day of Service.

2

- 9:29 a.m. C. Presentation of Proclamation Designating the Month of May 2016, as Historic Preservation Month

Commissioner Davis read and presented the Proclamation to County Historian Ruth Stanbridge and President of the Indian River County Historical Society, Carolyn Bayless.

3

- 9:34 a.m. D. Presentation of Proclamation Designating May 1, 2016, As Law Day and May 1-7, 2016 as Law Week

Commissioner O'Bryan read and presented the Proclamation to the Indian River County Bar Association President Erin Grall, and President Elect Attorney Bill DeBraal.

4

6. APPROVAL OF MINUTES

- 9:41 a.m. A. Regular Meeting of March 22, 2016

ON MOTION by Vice Chairman Flescher, SECONDED by Commissioner Davis, the Board unanimously approved the Regular Meeting Minutes of March 22, 2016, as written.

7. INFORMATION ITEMS FROM STAFF OR COMMISSIONERS NOT REQUIRING BOARD ACTION

- 9:42 a.m.** A. Veterans Council of Indian River County Veterans Outreach Golf Tournament Saturday, June 18th, 2016

Chairman Solari announced that the Veterans Outreach Golf Tournament would be held at the Sandridge Golf Club on Saturday, June 18, 2016.

5-7

8. CONSENT AGENDA

- 9:42 a.m.** ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously approved the Consent Agenda, pulling Items 8.E. and 8.K. for discussion.

- A. Approval of Checks and Electronic Payments April 1, 2016 to April 7, 2016 (memorandum dated April 7, 2016)

Approved the list of checks and electronic payments as supplied by the Comptroller's office.

8-17

- B. Dori Slosberg Driver Education Safety Act Indian River County Traffic Education Program Trust Fund Report Cumulative Reporting Through 03/31/16
(memorandum dated April 11, 2016)

Accepted the Dori Slosberg Driver Education Safety Act Indian River County Traffic Education Trust Activity Quarterly Report through March 31, 2016.

18-19

- C. Acceptance of Utility Easements – SandCrest PUD – Phase 1A (Located Within the Municipal Boundaries of the City of Sebastian)
(memorandum dated April 12, 2016)

20-25

Accepted the dedication of utility easements depicted on the proposed plat of SandCrest Planned Unit Development – Phase 1A, and authorized the Chairman to execute the County's acceptance of the utility easements on Sheet 1 of the plat of SandCrest Planned Unit Development – Phase 1A, at such time as the mylar becomes available for signature.

- D. Utility Easement for 2606 52nd Avenue – 26th Street ROW Parcel
(memorandum dated April 13, 2016)

26-30

Approved and authorized the Chairman to execute on behalf of the Board, the Utility Easement in favor of Bluestar Financial Services, LLC.

- 10:29 a.m.**
- E. Extension for Closing on Agreement for Purchase of 2625 54th Street Avenue
 (memorandum dated April 11, 2016) 31-33

County Administrator Joseph Baird announced that the address in the agenda title should be corrected from 2625 54th Street to 2625 54th Avenue.

ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously approved, as corrected, the 90-day extension of the closing date and authorized the Chairman to execute, on behalf of the Board, the Amendment to Agreement to Purchase and Sell Real Estate with Michael J. Giessert and Lisa B. Giessert, for the property located on 2625 54th Avenue.
 - F. Declaration of Excess Equipment as Surplus for Sale or Disposal
 (memorandum dated April 12, 2016) 34-36

Declared the items on the Excess Equipment List as surplus and authorized their sale and/or disposal.
 - G. Approval of Award for Bid 2016025 – North R/O Membrane Replacement
 (memorandum dated April 11, 2016) 37-52

(1) Approved Bid Award 2016025, including the alternate to Harn R/O Systems, Inc.; and (2) approved the Agreement for North Hobart Water Treatment Plant Membrane Replacement, and (3) authorized the Chairman to execute same upon review and approval by the County Attorney as to form and legal sufficiency, the approval of the required Public Construction Bond by the County Attorney, and the review and approval of the required insurance by Risk Management.
 - H. Work Order No. 3, Atkins North America, Inc. CR-512 Resurfacing and Shoulder Widening Project
 (memorandum dated April 5, 2016) 53-67

Approved and authorized the Chairman to execute, on behalf of the Board, Work Order No. 3 to Atkins North America, Inc., authorizing the professional services as outlined in the Scope of Services, for a total lump sum amount of \$159,221.00.
 - I. Harmony Reserve, LLC's Request for Final Plat Approval for Harmony Reserve PD Phase 1A
 (memorandum dated April 11, 2016) 68-86

Granted final plat approval for Harmony Reserve Planned Development Phase 1A.

	J.	Mediated Settlement; Otto Lenke (memorandum dated April 13, 2016)	87-88
		Approved the mediated settlement with Otto Lenke (former County firefighter) in the amount of \$178,098.02	
9:43 a.m.	K.	Recommendation of Consultant to Perform a Pilot Plant Study for a Full-Scale Managed Aquatic Plant Pollutant Removal System that Incorporates the Beneficial Use of Harvested Biomass (RFQ #2016034) (memorandum dated April 12, 2016)	89-91
		<i>(Clerk's Note: This item was discussed in conjunction with Item 14.E.1, and is placed here for continuity).</i>	
		ON MOTION by Commissioner Zorc, SECONDED by Chairman Solari, the Board unanimously approved Van Ert, Nemoto and Associates, LLC to perform the work described in the Request for Quote (RFQ) #2016034, and authorized staff to negotiate a scope of services and a contract with the firm.	
	L.	Request for the Board to Authorize the Community Development Director to Apply for State Residential Construction Mitigation Program (RCMP) Funds and Negotiate with Guardian Community Resources, Inc. for Grant Administration Services (memorandum dated April 13, 2016)	92-171
		Approved (1) Resolution 2016-035, authorizing the Community Development Director to make application to the Florida Division of Emergency Management for a Residential Construction Mitigation Program Grant for State Fiscal Year 2016/17; (2) approved the draft application and authorized the Community Development Director to make appropriate minor changes to the application as needed prior to submitting the application to the Florida Division of Emergency Management; and (3) authorized the Community Development Director to begin contract negotiations with Guardian Community Resources, Inc., for grant administration services if the grant is awarded.	

9.	<u>CONSTITUTIONAL OFFICERS and GOVERNMENTAL AGENCIES</u>		
10:30 a.m.	A.	<u>Indian River County Supervisor of Elections Leslie Rossway Swan</u> Request for Revenues Collected for conducting an election for the Town of Indian River Shores be rolled into the Supervisor of Elections 2015-2016 Fiscal Year Budget (letter dated April 5, 2016)	172-173
		ON MOTION by Commissioner O'Bryan, SECONDED by Commissioner Davis, the Board unanimously authorized the Supervisor of Elections to roll into its 2015-2016 fiscal year budget, \$1,836.00 of revenues received from Indian River Shores in conjunction with its March 15, 2016 city election, conducted by the Supervisor of	

Elections office.

10. PUBLIC ITEMS

A. PUBLIC HEARINGS

**10:30
a.m.**

1. Request for Authorization to Submit an FY 2016 Grant Application for 49 USC Ch. 53, Section 5307 Mass Transit Capital and Operating Assistance
(memorandum dated April 8, 2016)

174-185

Administrative

Proof of Publication of Advertisement for Hearing is on file in the Office of the Clerk to the Board

Metropolitan Planning Organization (MPO) Staff Director Phil Matson provided background and analysis on the Federal Section 5307 grant, which provides capital and operating assistance for the public transportation in the County. He disclosed that staff is applying for the grant on behalf of the Senior Resource Association, which operates the GoLine and Community Coach transit services.

The Chairman opened the public hearing.

There were no speakers, and the Chairman closed the public hearing.

MOTION WAS MADE by Vice Chairman Flescher, SECONDED by Commissioner O'Bryan, to approve Resolution 2016-036, authorizing the filing of a FY 2016 Grant Application for 49 USC CH. 53, Section 5307 Mass Transit Capital and Operating Assistance.

A brief discussion ensued as Director Matson responded to the Board's questions about ridership on the GoLine Bus System.

The Chairman CALLED THE QUESTION and the Motion carried unanimously.

B. PUBLIC DISCUSSION ITEMS

None

C. PUBLIC NOTICE ITEMS

None

11. COUNTY ADMINISTRATOR MATTERS

None

12. DEPARTMENTAL MATTERS

A. Community Development

**10:34
a.m.**

1. Condemnation, Demolition and Removal of Unsafe Structures Located at 4635 39th Avenue, 2726 47th Place, 2085 54th Avenue and 2025 45th Avenue
(memorandum dated April 5, 2016)

186-212

Building Official Scott McAdams, through a PowerPoint Presentation, presented details supporting the demolition and removal of each of the following four structures proposed for condemnation:

- 1. Estate of Terry Reese Williams, 4635 39th Avenue**
- 2. Charlie and Lillie Mae Weems, 2726 47th Place**
- 3. John H. Kuehne and Karen L. Kuehne, 2085 54th Avenue**
- 4. Hecto Bello, 2025 45th Avenue**

Building Official McAdams responded to the Board's questions and comments on the liens against the various properties. He also discussed tax deeds.

ON MOTION by Commissioner O'Bryan, SECONDED by Vice Chairman Flescher, the Board unanimously: (1) declared the referenced structures unsafe and a nuisance and ordered the buildings demolished, with related debris removed from the property by a private vendor approved through standard bid procedures; and (2) approved Resolution 2016-037, providing for the demolition of unsafe structures and the recovery of costs.

The Chairman called a recess at 10:49 a.m. and reconvened the meeting at 10:59 a.m., with all members present.

B. Emergency Services

None

C. General Services

None

1. Human Services

None

2. **Sandridge Golf Club**

None

3. **Recreation**

None

D. Human Resources

None

E. Office of Management and Budget

None

F. Public Works

None

G. Utilities Services

10:59
a.m.

1. St. Johns River Water Management District (SJRWMD) Cost-Share Application for FY 2016-2017
(memorandum dated April 13, 2016)

213

Director of Utility Services Vincent Burke reported that there are two utility projects that are eligible for the St. Johns River Water Management District's (SJRWMD) Cost-Sharing Grant. He stated that staff would be asking for \$1.2 million for the Osprey Acres project (the Stormwater Park at 925 5th Street SW, east of Osprey Marsh); and \$650,000 for the Septic to Sewer Conversion Project within the Commercial Area of North Sebastian. He disclosed that the grant applications are due by Friday, April 22, 2016, and that the SJRWMD has asked the County to prioritize the two projects, in case only one is selected for funding.

Commissioner Zorc advocated ranking the Septic to Sewer Project as the priority project, as the County is farther ahead in the permitting process, and the work could start sooner.

Commissioner Davis agreed that the Septic to Sewer Project should be made the top priority project. He noted that this project is one that the City of Sebastian cannot undertake for itself.

In response to questioning, Assistant County Attorney Kate Pingolt Cotner disclosed that the SJRWMD endorsed both of the proposed projects.

Director Burke, in response to questioning, disclosed that he would recommend making the Septic to Sewer Project the first priority.

Discussion ensued regarding the limited number of septic systems that would be converted to sewer in this phase of the Septic to Sewer project.

Commissioners O'Bryan, Flescher, and Solari all agreed that the Osprey Acres Project would have the greatest impact on nutrient removal.

MOTION WAS MADE by Commissioner O'Bryan, **SECONDED** by Vice Chairman Flescher, to authorize staff to submit to the St. Johns River Water Management District an application for the Stormwater Park (known as Osprey Acres) on the newly purchased County property at 925 5th Street SW, east of Osprey March, to receive Cost-Share Funding for Fiscal Year 2016-2017, as the County's first priority project.

Commissioner Zorc remarked that there was time to get the grant for the Osprey Acres Project next year, since it is not yet construction-ready.

Carter Taylor, 2235 Silver Sands Court, Chairman of the Land Use Committee for the Indian River Neighborhood Association, and the Indian River Lagoon Committee, advocated making the Septic to Sewer Project the first priority.

The Chairman **CALLED THE QUESTION**, and by a 3-2 vote (Commissioners Davis and Zorc opposed), the Board authorized staff to submit to the St. Johns River Water Management District an application for the Stormwater Park (known as Osprey Acres), on the newly purchased County property at 925 5th Street SW, east of Osprey Marsh, to receive Cost-Share Funding for Fiscal Year 2016-2017, as the County's first priority project.

Discussion ensued, with input from Attorney Pingolt-Cotner, about the possibility of having the City of Sebastian (the City) become the entity requesting the grant for the Septic to Sewer Conversion Project. It was noted that the County would

remain the lead applicant because it is providing the matching funds. Attorney Pingolt Cotner noted that the County can apply for multiple grants.

ON MOTION by Commissioner Davis, **SECONDED** by Vice Chairman Flescher, the Board unanimously: (1) directed staff to ask for formal codification from the City of Sebastian that their community would like to move forward with Phase I of the Sebastian Septic to Sewer Conversion Project within the Commercial Area of North Sebastian, to give the project more standing and alleviate concerns about having it in second place by the County; (2) directed staff to work with both the St. Johns River Water Management District and the City of Sebastian, to package the Septic to Sewer Conversion Project in a manner that would increase the probability of the project receiving the Cost-Share funding; and (3) authorized staff to submit to the St. Johns River Water Management District, an application for Phase I of the Sebastian Septic to Sewer Conversion Project (the Commercial District), to receive Cost-Share Funding for Fiscal Year 2016-2017.

County Attorney Dylan Reingold reiterated that the deadline for the grant applications is Friday, April 22, 2016.

County Administrator Joseph Baird observed that the County should be able to obtain a letter from the City of Sebastian Council endorsing the Septic to Sewer Conservation Project.

13. COUNTY ATTORNEY MATTERS

- 11:29 a.m. A. **Addition – Emergency Item 13.A. All Aboard Florida – Army Corps of Engineers Permit No. SAJ-2012-01564 (SP-AWP)**

Assistant County Attorney Kate Pingolt Cotner reported that the U.S. Army Corps of Engineers (the Corps) has set a deadline of May 2, 2016 for interested parties to submit their comments on All Aboard Florida's (AAF's) permit application to the Corps. She disclosed that the County has been advised that AAF's 90% design plans for the segment of rail between Orlando and West Palm Beach will be forthcoming, and that the County Attorney's office intends to request a 30-day extension to the Corps' comment period, as well as a public hearing, on AAF's application.

(Clerk's Note: All Aboard Florida is also known as the Brightline).

ON MOTION by Commissioner Davis, SECONDED by Commissioner Zorc, the Board unanimously authorized staff to: (1) submit a written request to the U.S. Army Corps of Engineers for a 30-day extension to their May 2, 2016 deadline on the comment period regarding All Aboard Florida's (AAF's) permit application to the Corps, and a public hearing on AAF's permit application; and (2) to seek the support of Representative Debbie Mayfield, Federal representatives, and other municipalities, to join the County in requesting the 30-day extension and public hearing on AAF's permit application.

County Attorney Dylan Reingold read portions of correspondence between the County, AAF, the Federal Railroad Administration (FRA), and Congressman Bill Posey, regarding the safety of the proposed high speed railway. He stated that he received a letter (copy on file) from Attorney Eugene E. Stearns alleging that he (Attorney Reingold) had made false statements about AAF's safety record/integrity at an August 2015 County Commission meeting. After he responded to the letter, Attorney Stearns sent him a threatening email (copy on file). Attorney Reingold also stated that the FRA had sent letters (copies on file) to Congressman Posey and Adrian B. Share, Vice President, Rail Infrastructure for AAF, stating that AAF's rail crossing plans did not conform to the standards in the Final Environmental Impact Statement (FEIS), or with FRA's Sealed Corridor guidelines (including its requirements for a Highway Traffic Signals System; Vehicle Presence Detection (VPD); and pedestrian gates). Attorney Reingold noted that since the correspondence, the FRA has received, and is reviewing, AAF's resubmitted grade crossing designs for Indian River and Brevard counties.

Commissioner Solari pointed out that AAF's 90% plans will be much safer, due to the efforts of the County Attorney's office; grass roots groups; and the County Commissioners.

14. COMMISSIONERS MATTERS

A. Commissioner Bob Solari, Chairman

None

B. Commissioner Joseph E. Flescher, Vice Chairman

None

C. Commissioner Wesley S. Davis

None

D. Commissioner Peter D. O'Bryan

11:49
a.m.

1. Addition – Emergency Item 14.D. Economic Development Opportunity

Commissioner O'Bryan announced that the CEO of AAG, Jason Atwell, after hearing the remarks made during the Board discussion under Item 4, has emailed a request (copy on file) to remove AAG's proposal from today's Board Agenda.

E. Commissioner Tim Zorc

9:43
a.m.

1. Consideration of Issuance of RFP for Nutrient Removal System (memorandum dated April 13, 2016)

214-220

(Clerk's Note: This item was heard in conjunction with Item 8.K. Recommendation of Consultant to Perform a Pilot Plant Study for a Full-Scale Managed Aquatic Plant Pollutant Removal System that Incorporates the Beneficial Use of Harvested Biomass, and is placed here for continuity).

Commissioner Zorc stated that his item, along with Item 8.K., also pertains to the exploration of pollutant removal systems. However, he was interested in learning more about the new technologies, which offer multiple benefits, in addition to nitrogen and phosphorous removal.

Public Works Director Chris Mora advocated for Item 8.K., which he explained was a pilot plant study for a pollutant removal system to clean the water from the Indian River Farms Water Control District's North Relief Canal.

Discussion ensued regarding the water quality credits that are available through the Central Indian River Lagoon Basin Management Action Plan (BMAP).

Stormwater Engineer Keith McCully provided additional details on the proposed treatment system for the North Relief Canal.

Commissioner Zorc remarked that he would be fine with moving Item 8.K. forward, but stressed that there are other measures of pollution control worth exploring. He proposed reaching out to Sherry Brandt-Williams from the St. Johns River Water Management District (SJRWMD), who has been researching newer technologies.

(Clerk's Note: At this time, Commissioner Zorc initiated the Motion to approve Item 8.K. Please see Item 8.K. for Motion).

A wide-ranging discussion followed, as staff responded to diverse questions and comments from the Board and public speaker Bob Johnson. Topics included, but were not limited to, the proposed Aquatic Plant System; cost-benefit ratios of nutrient removal; the West Regional Wastewater Treatment Plant; Total Maximum Daily Load (TMDL) quotas; funding for the Stormwater Parks; and “passive” versus “managed” pollution control systems.

Commissioner Zorc advised that he would continue to explore nutrient removal technologies, and bring this matter back for further Board consideration.

- 11:49 2.
a.m. Discussion of Private-Public Partnership for Specific Site
(memorandum dated April 13, 2016)

221-225

Commissioner Zorc recalled that there had been a potential opportunity for the County to engage in a private-public partnership with regards to the Stormwater Park (n/k/a Osprey Acres) being developed on the County’s new property (purchased by the County in February 2016). After reporting that this partnership was not going to happen, he sought and received input from the Board on what their conception of a private-public partnership was.

Commissioner Zorc observed that there may be opportunities when the County acquires property in the future, to purchase excess land for sale to a private entity. He also noted he will keep private-public partnerships in mind as he investigates pollutant control systems for the County.

15. **SPECIAL DISTRICTS AND BOARDS**

A. **Emergency Services District**

None

B. **Solid Waste Disposal District**

11:56
a.m. **The Board reconvened as the Board of Commissioners of the Solid Waste Disposal District. Those Minutes are available separately.**

1. Approval of Minutes Meeting of March 1, 2016

2. Approval of Minutes Meeting of March 8, 2016
3. Quarterly Recycling Update
(memorandum dated April 8, 2016)

226-227

C. **Environmental Control Board**

None

16. ADJOURNMENT

There being no further business, the Chairman declared the meeting adjourned at **12:13 p.m.**

ATTEST:

Jeffrey R. Smith, CPA, CGFO, CGMA
Clerk of Circuit Court and Comptroller

Bob Solari, Chairman

By: _____

Approved: _____

BCC/MG/2016Minutes